



**BOARD OF TRUSTEES**

**Regular Meeting**

**May 9, 2018**

**7:00 p.m.**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
  - A. Ordinance 2018-02 Arbors at Eagle Crest II (Name Change)
7. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
8. REPORTS/BOARD COMMENTS
  - A. Current List of Boards and Commissions – Appointments as needed
    1. Board of Trustee Representative to the Planning Commission
9. CONSENT AGENDA
  - A. Communications
  - B. Minutes –April 25, 2018- regular meeting
  - C. Accounts Payable
  - D. Payroll
  - E. Meeting Pay
  - F. Fire Reports
10. NEW BUSINESS
  - A. Discussion/Action: (Gallinat) Ordinance 2018-02 Arbors at Eagle Crest II being purchased –Ordinance requires amendment for a name change - Final meeting for the Adoption of Ordinance 2018-02 replacing Ordinance 2003-09
  - B. Discussion/ Action: (Smith) Award bid for 2018 Sanitary Sewer Pump Station #4 Bypass Manhole Rehabilitation to JJZ Contracting LLC
  - C. Discussion/ Action: (Smith) Township Board of Trustees is requested to award the contract for the Charter Township of Union Pump Station #7 Service Area Evaluation to Gourdie Fraser

- D. Discussion/ Action: (Stuhldreher) Approve Service Agreement with Romanow Building Services to perform custodial services in Township facilities for 3 (three) years
- E. Discussion/Action: (Stuhldreher) Budget Amendment to the Township Clerk's department Budget
- F. Discussion: (Board of Trustees) Policy Governance 2.2 Treatment to Staff (Tabled from 4/25/18)

11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue

12. MANAGER COMMENTS

13. FINAL BOARD MEMBER COMMENT

14. CLOSED SESSION

15. ADJOURNMENT



## Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative			11/20/2020
2-Chair	Phil	Squattrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2019
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2019
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2019
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2021
3-Vice Secretary	Jake	Hunter	12/31/2019
4	Andy	Theisen	12/31/2019
5	Paul	Gross	12/31/2018
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2018
2	James	Thering	12/31/2018
3	Bryan	Neyer	12/31/2018
Alt #1	Mary Beth	Orr	1/25/2019
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Laura	Coffee	12/31/2018
2	Mike	Lyon	12/31/2018
3	Jay	Kahn	12/31/2018
4	Phil	Mikus	11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2019
2	Richard	Klumpp	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2019
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



## Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2019
2	James	Zalud	4/14/2019
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2019
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2018
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2018
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2018
5 Member at large	Barbara	Anderson	8/15/2019

**2018 CHARTER TOWNSHIP OF UNION**  
**Board of Trustees**  
**Regular Meeting**

A regular meeting of the Charter Township of Union Board of Trustees was held on April 25, 2018 at 7:00 p.m. at Union Township Hall.

**Meeting was called to order at 7:00 p.m.**

**Roll Call**

Present: Supervisor Gunning (late), Clerk Cody, Treasurer Rice, Trustees B. Hauck, Lannen, Mikus, and Woerle

**Approval of Agenda**

**Mikus** moved **Rice** supported to approve the agenda as amended pulling Policy Governance Item 2.2 Treatment of Staff out of the Consent Agenda and adding it to the Agenda as Item J.

**Vote: Ayes: 6 Nays: 0. Motion carried.**

- 7:03 Gunning arrived.

**Presentations**

Phil Squattrito, Planning Commission Chair, updated the Board of Trustees of the last few months of what has come before the Planning Commission. He mentioned that the Planning Commission would be grateful to have a Representative from the Board of Trustees sitting on the Planning Commission Board.

**Public Hearings**

**Public Comment** - open 7:10 p.m.

No comments were offered.

**Reports/Board Comments**

**A. Board of Trustee Representative to the Planning Commission Appointment**

No action taken.

**B. EDA Appointment**

Supervisor Gunning nominated David Coyne to the Economic Development Authority (EDA) with an expiration date of 3/26/2022. **Lannen** moved **Woerle** supported to approve nominating David Coyne to the EDA with term expiring 3/26/2022. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

Mikus –Reported that the 5<sup>th</sup> Annual Clean Up day will be June 9, 2018 from 8am -12:00pm. He mentioned that the flyers will go out to Township residents soon. Also mentioned Isabella County Conservation District Hazardous Waste that will be held at the Isabella County Fairgrounds.

Cody – Mt. Pleasant City Commission updates.

Gunning – EDA updates.

Woerle – Mentioned two topics that were discussed at a conference he attended: chronic pain management and the current opioid addiction. Update on Saginaw Chippewa Indian Tribe 2 % Distribution date.

Rice – Apologized for missing last Board meeting due to illness.

Hauck – Isabella County Road Commission meets 4/26/18.

Lannen –Isabella County Commissioners and MTA County Chapter updates.

### **Consent Agenda**

- A. Communications
- B. Minutes April 11, 2018 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. Policy Governance 2.5 Financial Conditions and Activities
- H. Policy Governance 2.5.10 Cash Flow Ratio
- I. Policy Governance 2.6 Asset Protection

Rice moved Hauck supported to approve the consent agenda with corrections to the minutes.

**Vote: Ayes: 7 Nays: 0. Motion carried.**

### **BOARD AGENDA**

- A. **Discussion/ Action: (DePriest) Approval to publish notice of public hearing for Ordinance 2018-2 on 5/9/18. Introduction and first reading of the proposed Ordinance amendment name change to Arbors II Apartments Limited Dividend Housing Association Limited Partnership**

Mikus moved Cody supported to approve publishing a notice of public hearing for Ordinance 2018-02 on 05/09/2018. Arbors at Eagle Crest II is being purchased and our Ordinance requires an amendment for a name change. Tonight's meetings serve as an introduction or first reading of the proposed Ordinance amendment. **Vote: Ayes 7 Nays: 0. Motion carried.**

- B. **Discussion/ Action: (Smith) Approval of Land Division for parcel #37-14-023-20-016-01 located at 1802 E. High Street owner First Baptist Church of Mt. Pleasant.**

- **Recusal by Hauck due to conflict of interest.**

Rice moved Woerle supported to approve the land division for parcel #37-14-023-20016-01 located at 1802 E. High Street, owner First Baptist Church of Mt. Pleasant. **Vote: Ayes 6 Nays: 0. Motion carried.**

- C. **Discussion/ Action: (Gallinat) Approve SUP 2018-02 Specialized Retail Activities (Pharmacy) as shown on SPR 2018-04 as reviewed and approved on 4/17/18 on the condition that Pharmacy hours of operation are 7am-9pm.**

The Board of Trustees went through section 30.3.A.1-10 and discussed the general requirements for Special Uses.

Woerle moved Cody approved SUP 2018-02 Specialized Retail Activities (Pharmacy) as shown on SPR 2018-04 as reviewed and approved on 4/17/18 on the condition that Pharmacy hours of

operation are 7am-9pm., as recommended by the Planning Commission. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**D. Discussion/ Action: (Gallinat) Adopt Township Site Plan Sidewalk Relief Policy as recommended by the Sidewalks and Pathways Prioritization Committee.**

Mikus thanked the Sidewalks and Pathways Prioritization Committee (Chair Jeremy McDonald, Denise Webster, Sherrie Teall, Barb Anderson, Steve Clark and Township Planner, Peter Gallinat) for all of their input developing the sidewalk relief policy.

Mikus moved **Woerle** supported to adopt Township Site Plan Sidewalk Relief Policy as recommended by the Sidewalks and Pathways Prioritization Committee. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**E. Discussion: (Stuhldreher) Approval of Budget Amendments to the East DDA fund, West DDA fund, Water fund and Sewer Fund in support of water, sewer, road and sidewalk projects initiated by the Economic Development Authority**

Rice moved **Hauck** supported to approve the Budget Amendments to the East DDA fund, West DDA fund, Water fund and Sewer Fund in support of water, sewer, road and sidewalk projects initiated by the Economic Development Authority. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**F. Discussion: (Stuhldreher) Policy Governance 3.2 Board Job Description**

Discussion was held by the Board.

**G. Discussion: (Stuhldreher) Policy Governance 3.3 Board Job Description**

Discussion was held by the Board.

**H. Discussion: (Stuhldreher) Policy Governance 3.4 Board Job Description**

Discussion was held by the Board.

**I. Discussion: (Stuhldreher) Financial contribution in support of the City of Escanaba's "dark store" litigation in Menard Inc. v City of Escanaba**

Gunning moved **Lannen** supported to discuss a possible monetary contribution to defray the costs being incurred by the City of Escanaba. **Roll Call Vote: Ayes: 0 Nays: Gunning, Rice, Cody, Hauck, Lannen, Mikus, and Woerle. Motion failed.**

**J. Discussion/Action: (Board of Trustees) Policy Governance 2.2 Treatment of Staff**

Mikus moved **Rice** supported to table Policy Governance 2.2 Treatment of Staff until the next Board of Trustees meeting. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**EXTENDED PUBLIC COMMENT** - Open 9:24 p.m.

No comments were offered.

**MANAGER COMMENTS**

- Updated the Board regarding Township legal matters: Lux water/sewer hook- up fees and Wigand FIOA respond request.

- Confirmed with the Board if they reviewed the updates that were made to the Policy Ends.
- Shared that Consumers Energy will be televising sections 1, 2, and 3 on the North East part of the Township.
- Press release to go out regarding EDA capital projects.
- Election budget and voting updates. Lynn Seppi, Township Deputy Clerk, will be attending training and will be around the Township prepping for the future elections.
- Save the Date Reminders:
  - The Board received an email regarding the 5<sup>th</sup> Annual Leadership Luncheon held on May 11, 2018 – please RSVP to the City.

**FINAL BOARD MEMBER COMMENTS**

Hauck – Mentioned Building Official Township position, asked for update regarding bargaining negotiations, asked about Township newsletter and asked about Mission Creek Drain update.

Lannen – Election questions to the Clerk.

Gunning – Commented on code enforcement of roadside signs and pan handling.

Cody – Requested a budget amendment be brought before the Board regarding payment for her Deputy.

**ADJOURNMENT**

**Rice** moved **Woerle** supported to adjourn the meeting at 9:46 p.m. **Vote: Ayes: 7 Nays: 0.**  
**Motion carried.**

**APPROVED BY:**

\_\_\_\_\_  
**Lisa Cody, Clerk**

\_\_\_\_\_  
**Ben Gunning, Supervisor**

*(Recorded by Jennifer Loveberry)*



Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
04/30/2018	101	180 (E)	01233	UNITED STATES OF AMERICA	RURAL DEV I BOND PMT (92-04)	33,412.49
05/03/2018	101	181 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	5076 S MISSION 4795 S MISSION 4797 S MISSION #BARN 5228 ISABELLA 4822 ENCORE 4244 E BLUE GRASS 2188 E PICKARD 1776 E PICKARD 1876 E PICKARD 2180 S LINCOLN 2495 E DEERFIELD 2424 W MAY 3998 E DEERFIELD 5369 S CRAWFORD 3248 S CONCOURSE 800 CRAIG HILL 4520 E RIVER 1633 S LINCOLN 5319 E AIRPORT 1046 S MISSION 1605 SCULLY 2279 MERIDIAN PUMP HOUSE 2279 S MERIDIAN 4511 E RIVER 2010 S LINCOLN	952.75 2,331.24 568.18 7,270.29 123.41 77.90 107.68 161.21 179.16 26.94 327.55 495.95 104.08 78.56 219.89 52.11 502.04 267.46 39.01 132.68 76.92 158.60 699.41 12,238.50 1,017.91
						28,209.43
05/03/2018	101	182 (E)	00146	VOID Void Reason: Created From Check Run Process		V
05/09/2018	101	20111	01501	A W O L	WWTP CLEANING - MARCH 2018 TWP HALL CLEANING - MARCH 2018 WATER PLANT CLEANING - MARCH 2018	351.00 540.00 175.00
						1,066.00
05/09/2018	101	20112	00020	JAMES ALWOOD	WELL SITE LEASE-APRIL 2018	267.32
05/09/2018	101	20113	00095	C & C ENTERPRISES, INC.	SOAP/JANITORIAL SUPPLIES - TWP HALL UNIFORM - NOLAN	50.25 117.50
						167.75
05/09/2018	101	20114	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES	862.03
05/09/2018	101	20115	01186	COYNE PROPANE LLC	PROPANE FOR ISABELLA WELL SITE	829.79
05/09/2018	101	20116	01171	DBI BUSINESS INTERIORS	COPYHOLDER/FRAMES/HOLE PUNCH REINF - BLD OFFICE SUPPLIES & TONER - WATER OFFICE	23.39 116.07
						139.46
05/09/2018	101	20117	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE - MISSION/ISABELLA WELL SI	3,381.50
05/09/2018	101	20118	01449	ENVIRONMENTAL SALES, INC	PRO16 MONITOR BOARD	508.67
05/09/2018	101	20119	00248	GILBOE'S LOCK & SAFE SERVICE	REPLACE LOCK/KEYPAD ON SHOP DOOR	728.80
05/09/2018	101	20120	00266	HACH COMPANY	AMMONIA TNT+ HR/ULR	1,165.51
05/09/2018	101	20121	00347	JOHNSON DOOR & CENTRAL VAC SYS, INC	ISABELLA FILTER ROOM	950.00
05/09/2018	101	20122	00362	KRAPOHL FORD & LINCOLN	2017 FORD F-150 OIL CHANGE	49.65

04/27/2018 05:08 PM  
 User: SHERRIE  
 DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION  
 CHECK DATE FROM 04/26/2018 - 05/09/2018

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/09/2018	101	20123	00366	LABCONCO CORP.	VALVE, FILL-WASHER 120V	49.33
05/09/2018	101	20124	01300	LINDSAY SOFT WATER	TWP HALL - SALT DELIVERY	10.50
05/09/2018	101	20125	01356	MCLAREN CENTRAL MICHIGAN	CONSORTIUM FEE 1ST Q 2018	150.00
					MDOT PHYSICAL - MCBRIDE	80.00
						<u>230.00</u>
05/09/2018	101	20126	00422	MICHIGAN PIPE & VALVE	FLAG ACC SET KIT	27.00
					VALVE BOX RISER	14.00
						<u>41.00</u>
05/09/2018	101	20127	00425	MICHIGAN SECTION, AWWA	SPRING REGIONAL MEETING - MCBRIDE	115.00
05/09/2018	101	20128	00497	NORTHERN INDUSTRIAL SUPPLY	SECONDARY TRMT - AERATOR #2	12,379.80
05/09/2018	101	20129	01136	OPTO SOLUTIONS, INC	SNAP MULTIFUNCTION 16 MODULE RACK	174.95
05/09/2018	101	20130	00131	PERCEPTIVE CONTROLS, INC	ON SITE SUPPORT/FLOW READER/BLOWERS - WW	1,253.45
05/09/2018	101	20131	00525	PICKARD STREET CAR WASH	CAR WASH - MARCH 2018	48.00
05/09/2018	101	20132	01364	SHERRIE TEALL	FLEX MEDICAL REIMBURSEMENT 4-26-18	449.09
05/09/2018	101	20133	01032	UNITED STATES POSTAL SERVICE	PERMIT # 11 ANNUAL FEE - 2018	450.00
05/09/2018	101	20134	01013	USA BLUE BOOK	AUTOCLAVE THERMOMETER	130.88
05/09/2018	101	20135	01314	VERIZON WIRELESS	CELL PHONES 3-16-18 TO 4-15-18	531.99
05/09/2018	101	20136	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	4,880.85
05/09/2018	101	20137	00723	WINN TELECOM	PHONE SERVICE 4/15/18 - 5/14/18	163.78
05/09/2018	101	20138	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT - APRIL 2018	1,500.76

101 TOTALS:

Total of 31 Checks:	94,147.78
Less 1 Void Checks:	0.00
Total of 30 Disbursements:	<u>94,147.78</u>

<b>Charter Township of Union</b> <b>Payroll</b>
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**CHECK DATE: May 3, 2018**

**PPE: April 28, 2018**

**NOTE: CHECK TOTAL FOR TRANSFER**

Gross Payroll	\$	50,137.46
Employer Share Med		698.78
Employer Share SS		2,987.88
SUI		190.78
Pension-Employer Portion		3,384.71
Workers' Comp		566.19
Life/LTD		493.84
Dental		989.22
Health Care		16,246.00
Health Care Contribution		(1,421.71)
Cobra/Flex Administration		-
PCORI Fee		-
<b>Total Transfer to Payroll Checking</b>	<b>\$</b>	<b><u>74,273.15</u></b>

**NOTE: PAYROLL TRANSFER NEEDED**

General Fund	\$	27,560.93
EDDA		-
WDDA		-
Sewer Fund		26,807.29
Water Fund		19,904.93
<b>Total To Transfer from Pooled Savings</b>	<b>\$</b>	<b><u>74,273.15</u></b>

**CHARTER TOWNSHIP OF UNION  
MEETING PAY REQUEST FORM  
2018**

BOARD MEMBER: Tim LANNEN

MONTH: April

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
4-17-18	Isabella County BOC	✓		\$50
4-18-18	MTA County Chapter		✓	\$75

SIGNATURE: Tim Lannen Date: 4-25-18

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.



# REQUEST FOR TOWNSHIP BOARD ACTION

**To:** Board of Trustees **DATE:** 05/02/2018

**FROM:** Twp Planner/Assessor Peter Gallinat,  
Patricia DePriest **DATE FOR BOARD CONSIDERATION:** 05/09/2018

**ACTION REQUESTED:** Conduct a public hearing for Ordinance 2018-02. Arbors at Eagle Crest II is being purchased and our Ordinance requires amendment for a name change. Tonight serves as the 2<sup>nd</sup> and final meeting for the adoption process. Following the public hearing vote to adopt Ordinance 2018-02.

Current Action                      Emergency \_\_\_\_\_

Funds Budgeted: If Yes \_\_\_\_\_ Account # \_\_\_\_\_ No \_\_\_\_\_ N/A X

Finance Approval \_\_\_\_\_

### BACKGROUND INFORMATION

On March 10, 1967 the State Housing Development Authority Act of 1966 became effective. The act addressed a number of issues related to housing in the state. One issue among them was the exemption of housing projects from taxes. Chapter 1 Section 125.1415a one (1) through eight (8) describes the process.

On July 9, 2003 the Charter Township of Union adopted Ordinance 2003-09. The Ordinance would be known as the “Charter Township of Union Ordinance No. 2003-09, Section 42 Tax Exemption Ordinance for the Sterling Group. Arbors at Eagle Crest Apartments, Second Phase Ordinance. This would be an Ordinance to provide for a service charge in lieu of taxes for a proposed multiple family dwelling project for persons of low income to be assisted pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

The Township Ordinance establishes the annual service charge under Part 147 Section 5. The annual service charge would consist of ten (10) percent of the collections from the total Annual Shelter Rent during the period from January 1 through December 31 of each year. Beginning in 2002 the annual service charge would not be less than twenty-five thousand dollars (\$25,000) per year. The duration of the Ordinance found in Part 148 Section 10 commences with the tax year of 2005 and ends in the tax year 2030.

Arbors at Eagle Crest is a multiple family dwelling development located off of Isabella Road in the Charter Township of Union. The development was constructed in 2 phases. The first phase being closest to the road and the second phase located further off the road on the back of the property. Phase 1 & 2 of the development was approved by the Township Planning Commission in March of 2000. A condition of the approval was a Special Use Permit for Multiple-family dwellings of five or more units. This SUP was approved as amended for reconfiguration of the project layout on June 21, 2000 by the Board of Trustees.

Arbors II Apartments Limited Dividend Housing Association Limited Partnership currently in the process of purchasing phase II of the Arbors at Eagle Crest. Arbors II Apartments Limited Dividend Housing Association Limited Partnership has requested no changes to the Ordinance as it relates to the amount of the service charge or duration of the ordinance. On April 25, 2018 the Board of Trustees introduced Ordinance 2018-02 and voted to hold a public hearing for the Adoption of Ordinance 2018-02 on May 9, 2018.

**SCOPE OF SERVICES**

In order for the State of Michigan to approve a payment in lieu of taxes local approval must first be granted by adoption of an Ordinance. The amendments to the existing ordinance allow for Eagle Crest LDHA LLC to provide the same level of service for low income residents of Arbors at Eagle Crest Apartments. Key sections of the Ordinance to be amended:

- Section III Definitions H: remove Arbors at Eagle Crest II and replace with “Arbors II Apartments Limited Dividend Housing Association Limited Partnership.
- Add section XIV-Effective Date: “This Ordinance shall be effective seven (7) days after publication in a local newspaper of general circulation.”5

**JUSTIFICATION**

In order for Arbors II Apartments Limited Dividend Housing Association Limited Partnership to be approved by the state of Michigan for a payment in lieu of taxes they must get approval by a local ordinance first. If changes are not made to the Ordinance 2003-09 Arbors II Apartments Limited Dividend Housing Association Limited Partnership will not be able to complete the process to purchase Phase II of the Arbors at Eagle Crest. The Board of Trustees voted to hold a public hearing for adoption on 04/25/2018.

**PROJECT IMPROVEMENTS**

- This project allows continued multiple-family housing available for current residents of the township. By doing so it provides safety, health, community well-being and the common good.
- Providing housing for low income families in the township continues prosperity through economic diversity, cultural diversity, and social diversity

**COSTS**

N/A

**PROJECT TIME TABLE**

May 2018

**RESOLUTION**

Authorization is hereby given to adopt Ordinance 2018-02 to amend and replace Ordinance 2003-09

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:

No:

Absent:

**Adoption Notice: Charter Township of Union, Isabella County, Michigan  
ORDINANCE # 2018-02**

*SUMMARY: An Ordinance to amend Ordinance 2003-09, being a service chard in lieu of taxes for a proposed multiple family dwelling for persons of low income to be assisted in pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended*

**The Charter Township of Union, Isabella County, Michigan, hereby ordains:**

**SECTION III. – Definitions**

H. Sponsor means Arbors II Limited Dividend Housing Association Limited Partnership

**SECTION XIV – Effective Date**

This Ordinance shall be effective seven (7) days after publication in a local newspaper of general circulation.

This proposed Ordinance for the Charter Township of Union was adopted by the Union Township Board of Trustees, at a regular meeting on May 09, 2018 at 7:00 p.m. at the Union Township Hall, 2010 S. Lincoln Rd., Mount Pleasant, Michigan. A true copy of this Ordinance may be obtained or inspected at the Township Hall of on the township’s website, <http://www.uniontownshipmi.com/BoardsandCommissions/PublicNotices.aspx>

Lisa Cody, Township Clerk

Ben Gunning, Supervisor

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***Morning Sun:***            *Please publish in a display ad in 8 pt. type, on Friday 05/11/18  
Please send one affidavit of publication.*



## REQUEST FOR TOWNSHIP BOARD ACTION

<b>TO:</b> Mark Stuhldreher - Township Manager	<b>DATE:</b> May 1, 2018
<b>FROM:</b> Kim Smith – Public Works Coordinator	<b>DATE FOR BOARD CONSIDERATION:</b> May 9, 2018
<b>ACTION REQUESTED:</b> Request to award bid for 2018 Sanitary Sewer Pump Station #4 Bypass Manhole Rehabilitation to JJZ Contracting LLC in the amount of \$37,000.00.	

Current Action  Emergency

Funds Budgeted: If Yes  Account # 590-529-933.500 No  N/A

Finance Approval MDS

### BACKGROUND INFORMATION

Pump Station #4, which is located on Belmont Drive, was constructed in the late 1970’s. The bypass manhole and associated infrastructure is at and/or near its life expectancy. In particular, the bypass manhole structurally leaks predominately as a result of corrosion from hydrogen sulfide gasses. The internal piping located within the bypass manhole is also in need of replacement.

The Township received three bids for this project. These bids are as follows:

Bidder	Amount
Isabella Corporation	\$38,500.00
JJZ Contracting LLC	\$37,000.00
Ward Excavating	\$18,500.00

### SCOPE OF SERVICES

The scope of work for this project is as follows:

- Removal of existing internal piping, fittings, and valves in the manhole and installation of new
- Removal and installation of the concrete lid, access hatch
- Bypass pumping
- Tree removal, debris removal
- Cleaning, patching, and waterproofing of manhole structure
- Restoration and cleanup of site
- 

### JUSTIFICATION

I recommend that the project be awarded to JJZ Contracting LLC in the amount of \$37,000.00. This recommendation is based on the following factors:

- Contractor’s ability to complete the project as specified
- Local Contractor
- Unresponsiveness of lowest bidder



The Township has worked with the owners of JJZ Contracting LLC in the past and have been happy with their quality of work and performance.

The apparent low bidder, Ward Excavating is not being recommended for this project because they were unresponsive to our follow up request pertaining to their submittal. The following follow up questions were submitted via email on April 19, 2018:

- If awarded the project how will bypass pumping be carried out and what is your means of disposal?
- Provide the specifications for the manhole coating products and procedure.
- Provide at least three references for similar work completed within the last two years (including brief description of work and contact information for project client)

### **PROJECT IMPROVEMENTS**

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good
2. Safety
3. Health
4. Natural Environment

### **COSTS**

\$37,000.00

This amount will be paid from the Sanitary Sewer Fund account number 590-529-933.500 Maint – Lift Stations, and is included in the 2018 budget.

### **PROJECT TIME TABLE**

The project time table is as follows:

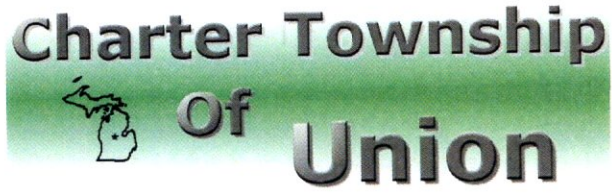
Commencing on or after May 15, 2018  
Completion by July 30, 2018

### **RESOLUTION**

Approval of the bid from JJZ Contracting LLC in the amount of \$37,000.00 to complete the required rehabilitation and repairs to sanitary sewer bypass manhole at pump station #4.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:



2010 South Lincoln Road  
Mt. Pleasant, MI 48858  
989-772-4600 ext. 224 (phone)  
989-773-1988 (fax)  
ksmith@uniontownshipmi.com

## Bid Tabulation Sheet

**Project: 2018 – Pump Station #4 Bypass Manhole Rehabilitation**  
a.m.

**Due Date: March 18 , 2018 10:00**

Bidder	Bid Bond	Amount
The Isabella Corporation	no	\$ 39,500.00
Wards Excavating	no	\$ 18,500.00
JJZ Contracting	yes	\$ 37,000.00

Kimberly Smith

3-18-2018

John Beland

3-18-2018

## REQUEST FOR TOWNSHIP BOARD ACTION

**To:** Mark Stuhldreher - Township Manager

**DATE:** May 1, 2018

**FROM:** Kim Smith – Public Works Coordinator

**DATE FOR BOARD CONSIDERATION:** May 9, 2018

**ACTION REQUESTED:** The Township Board of Trustees is requested to award the contract for the Charter Township of Union Pump Station #7 Service Area Evaluation to Gourdie Fraser in the amount of \$25,400.00.

Current Action  Emergency

Funds Budgeted: If Yes  Account #  No  N/A

Finance Approval MDS

### BACKGROUND INFORMATION

The Township Board of Trustees has requested a comprehensive study of the existing collection and distribution system infrastructure including Pump Station #7 (McDonald Drive), Pump Station #8 (Scully Drive) and the corresponding service area. The focus of the study is to evaluate the existing infrastructure (condition and operations) and determine what, if any impact Pump Station #7, and Pump Station #8's equipment may have caused or contributed to the flooding of resident's basements in the service area during the June of 2017 Flooding Event.

In accordance with our continuing "Standard Terms and Conditions" agreement with Gourdie Fraser, the Township's Engineer of Record, has submitted a proposal for completing the comprehensive study of the existing collection and distribution system, including pump stations.

### SCOPE OF SERVICES

The scope of work for this project is as follows:

- Asset Research / Assessment
- Flow Monitoring Program
- Inflow and Infiltration Study
- Wastewater Collection System Modeling Program
- Summary Report and Capital Improvement Plan

### JUSTIFICATION

It is recommended that the Township Board of Trustees authorize the contract for engineering services for the Charter Township of Union Pump Station #7 Service Area Evaluation to Gourdie Fraser in the amount of \$25,400.00.

Approval of this contract will require a budget amendment to account number 590-529-801.000 – Professional and Contractual Services in the amount of \$25,400.00.

**PROJECT IMPROVEMENTS**

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Health
2. Natural Environment

**COSTS**

\$25,400.00

This amount will be paid from the Sanitary Sewer Fund account number 590-529-801.000 Professional and Contractual Services, and will require a budget amendment.

**PROJECT TIME TABLE**

The project time table is as follows:

Commencing on or after May 14, 2018  
Completion by August 15, 2018

**RESOLUTION**

Award the contract for the Charter Township of Union Pump Station #7 Service Area Evaluation to Gourdie Fraser in the amount of \$25,400.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:



April 26, 2018

Ms. Kim Smith, Public Works Coordinator  
Charter Township of Union  
2010 South Lincoln  
Mt. Pleasant, MI 48858

RE: Proposal for Engineering Services  
Pump Station #7 Service Area Evaluation  
GFA Proposal No. 18-197

Dear Ms. Smith:

Thank you for the opportunity to work with Union Township to provide engineering services for the referenced project. This letter along with our existing agreement for providing professional services will represent our contract for provision of consultant services provided. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

### **Project Background/Description**

In June of 2017, the Mid Michigan Area received an unprecedented amount of rain in a very short window. As a result of the rain and subsequent flooding in many areas of the Township some township residents received major damage to their homes. One of the hardest hit areas was the O'Connor Drive area which is located directly in the Mission Creek Drain Area and is serviced by Pump Station #7. In an effort to be proactive, the Township has requested a comprehensive study of the existing collection and distribution system infrastructure including Pump Station #7 (McDonald Drive), Pump Station #8 (Scully Drive) and the corresponding service area. The focus of the investigation is to evaluate the existing infrastructure (condition and operations) and determine what, if any impact Station #7, Station #8 and/or equipment may have caused or contributed to the flooding of resident's basements in the service area. The major items to be included are as follows:

- Asset Research / Assessment
- Flow Monitoring Program
- Inflow and Infiltration Study
- Wastewater Collection System Modeling Program
- Summary Report and Capital Improvement Plan



## **Scope of Services**

### ***TASK 1: Asset Research / Assessment***

GFA will initiate a kick-off meeting with the Township and collect necessary information to perform the study. Information collected will be pertinent to the Pump Station #7 Service area including Pump Station #8, gravity sewer collection piping, pressure force main piping and leads. Following collection of the data, the information would be processed by GFA for preparation of spreadsheet tables or graphical representations for use in subsequent sewer system modeling and inflow/infiltration studies.

Scope of work includes:

- Host a community meeting with the residents in the service area to discuss the purpose, goals and objectives of the study. The goal is that this will help the residents get an understanding of why it is important to look at the service area as a whole when completing this type of study as well as give the area residents an understanding of what type of information will be included in the final report. The Township will be responsible for organizing the meeting.
- Inspection of Pump Station #7 including data collection related to pump curves, historical flow, pump run times, amperage as available through SCADA and DPW Records. Data collected will be for historical (last 2 years) to identify trends and for the June 2017 rain event
- Inspection of Pump Station #8 including data collection related to pump curves, flow, pump run times, amperage as available through SCADA and DPW Records. Data collected will be for historical (last 2 years) to identify trends and for the June 2017 rain event
- Field inspection / assessment of identified manholes, air relief, cleanouts, etc as accessible
- Review of contributing upstream pump stations and ability to operate simultaneously.
- Review of record drawings, lead reports, televising videos for service
- Review of maintenance and operation records for service area

### ***TASK 2: Flow Monitoring***

A goal of the flow-monitoring is to obtain a reasonable amount of wastewater flow data from the stations service area to provide a basis for further analysis, and for decision-making on sewer areas to pursue for repairs, replacement, or rehabilitation. Data would be collected by GFA for the sanitary sewer system through a combination of open channel flow metering and also through monitoring discharge from the pump station. These data sources will provide instantaneous flow information for the development of daily (diurnal) patterns. An important component of the flow study is the continuous monitoring of local precipitation data through implementation of rain gauge instrumentation.

The data collected in Task 1 will help identify optimal locations for flow meter installations and establish an inventory and condition of the assets. To sufficiently sample system flows, it is anticipated that open channel flow monitoring would be conducted at approximately 2 locations within the service area. Once flow meters have been installed, servicing and downloading of data would occur on a weekly basis at each location with assistance of DPW Staff.



The goal is to collect wet weather data at each location, such that consistent responses are recorded. Generally, this requires a minimum of three rainfall events. Following collection of raw data, the information would be processed by GFA for preparation of spreadsheet tables or graphical representations for use in subsequent sewer system modeling and inflow/infiltration studies.

### ***TASK 3: Inflow & Infiltration Evaluation***

Sanitary sewer wet weather response generally results from inflow and infiltration I&I (or 'clear' water) entering the sewer network by way of saturated soil conditions through leaking pipes, manhole structures, non-watertight manhole castings/covers, as well as system cross-connections with clear water drainage features such as storm sewers, roof conductors, and foundation footing drains.

At this time, it is uncertain and an assumption that the Pump Station #7 Service Area was affected by June 2017 and subject to I&I flow. Following collection of data from Task 1 and 2, GFA will process the data for a wet weather analysis comparing measured flows with anticipated domestic flows, and recorded rainfall data. In order to describe how wet weather flows recorded during different seasons and wetness conditions relate to each other, soil moisture conditions and snowmelt will be considered. In Task 5, GFA would prepare a report documenting the I&I quantification process as well as conclusions and recommendations for addressing I&I found. A key goal of the I&I analysis will be to determine, through a preliminary cost-effectiveness analysis, whether there may be excessive I&I, and if necessary, develop strategies for executing subsequent sanitary sewer system evaluation survey tasks such as video inspection, dye testing and smoke testing. For the purposes of the study, I&I is considered excessive if reducing it by repairing the sewer system is less costly than transporting the excess flow.

### ***TASK 4: Wastewater Collection System Modeling***

In 2006 Union Township secured funding through USDA Rural Development to evaluate portions of the sewer system with respect to flows, capacity and inflow / infiltration. This work included completion of hydraulic modeling of select portions of the Township sewer system network. Modeling tasks will be completed using Sewer Cad computer software. This same framework will be updated to include the Pump Station #7 service area. Work will include input of pipe, node, and pump information into the software from information collected in Task 1 and flow data collected from Task 2. Average day and peak flow information would be applied to the model and calibrated for field measured conditions. Using population and inflow projections, flow conditions would be simulated with the model for 20 years into the future. An important goal of the modeling program will be to quantify and evaluate capacity deficiencies, and most critically, the occurrence of surcharge conditions within the sewer system. For graphical presentations, sewer capacities and surcharge conditions will be described using color coded maps and sewer system profiles.

### ***TASK 5: Report including Recommendations / CIP***

At the completion of the study, a report will be prepared that summarizes the the condition and operations of the infrastructure, including pump stations and associated equipment, currently and during the flooding event. The report will address what may have contributed to basement flooding and recommendations to implement to prevent future incidents, as applicable. We will submit a draft copy of the report to the Township for review and comment and will incorporate the Township comments into the final report. Once the report is finalized, GFA will make a presentation to the Township summarizing the findings and recommendations from the study.



The project plan work scope includes preparation and completion of the following items:

- Detailed map illustrating Service Area and Assets
- Detail of existing assets including capacity and condition
- Flow Monitoring and I&I Results
- Identification of Deficiencies, Improvements and Construction Costs
- Identification of additional inspection / testing and associated costs (as applicable) including televising, smoke testing, dye testing, etc.

### **Clarifications and Assumptions**

The project fee budget is based on the assumptions that the following will not be included in the scope of services (some items are applicable and will be completed in future phases of the project):

- Wetland field location, determination, mitigation, and permitting.
- Soil borings and geotechnical investigations.
- Preparation of easements, rights-of-way, or boundary documents.
- Easement or right-of-way acquisition.
- Permit fees.
- Final engineering and design services for sanitary sewer system improvements.
- Construction phase services such as, but not limited to, construction management, contract administration, construction observation, construction layout/staking, and materials testing.

### **Additional Services**

Any work desired by Union Township in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with the attached 2018 Rate Schedule (Exhibit 2) or as a revision to this hourly proposal.

### **Time Schedule**

GFA can commence services immediately. Specific service period for the flow monitoring program and inflow/infiltration analysis will be dependent upon timing of rainfall events and is anticipated to occur for a duration of 6 weeks upon Township acceptance of contract. It is anticipated a final draft report can be completed within 60 calendar days thereafter. Target completion date is August 15, 2018.





**Fee**

GFA will perform the project design services on a lump sum basis with the following budgets not to be exceeded without prior authorization.

Task 1: Asset Inventory / Collection	\$ 3,400.00
Task 2: Flow Monitoring Program	\$ 2,750.00
Task 3: Inflow & Infiltration Analysis	\$ 3,500.00
Task 4: Wastewater Collection System Modeling	\$ 7,500.00
Task 5: Report	\$ 8,250.00
Total	<u>\$ 25,400.00</u>

**Additional Information**

The following items are not reimbursable expenses and included in the Total Lump Sum Price.

- Photocopies    Prints    Mylars/Vellums    Travel Expenses

**Contract Terms and Conditions**

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.



**Acceptance**

If this proposal is acceptable to you, your signature on the enclosed copy of this letter and your initials on page 1 of Exhibit 1 "Standard Terms and Conditions" will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

**Gourdie-Fraser, Inc.**  
CONSULTANT

**Union Charter Township**  
CLIENT/OWNER

\_\_\_\_\_  
Craig Goodrich (Signature)  
(Name) \_\_\_\_\_

\_\_\_\_\_  
Engineering Department Manager (Title) \_\_\_\_\_

\_\_\_\_\_  
April 11, 2018 (Date) \_\_\_\_\_

\_\_\_\_\_  
Jennifer Hodges, P.E. (Signature)  
(Name) \_\_\_\_\_

\_\_\_\_\_  
Project Manager (Title) \_\_\_\_\_

\_\_\_\_\_  
April 11, 2018 (Date) \_\_\_\_\_

Attachments: Exhibit 1 – Standard Terms and Conditions  
Exhibit 2 – 2018 Rate Schedule

### 1) Basic Services

The Consultant will provide, or directly or via subcontractor, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

### 2) Client/Owner Responsibility

The Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter. The Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services. The Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client/Owner, including services and information provided by other design professionals or consultants directly to the Client/Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

### 3) Time for Rendering Services

This Agreement shall remain in effect until terminated as provided herein. The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours. The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

### 4) Termination or Suspension

If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

Either party may terminate this Agreement upon 30 days' notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in effect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

If the Client/Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days written notice to the Client/Owner. In the event of suspension of services, the Consultant shall have no liability to the Client/Owner for delay or damage caused the Client/Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

### 5) Payments to Consultant

The Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses at a rate of cost plus fifteen percent (15%). Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1½ % per month (18% per annum) or the maximum rate allowed by law.

In the event of disputed or contested invoices only the contested portion shall be withheld from payment; the undisputed portion shall be paid. In the event of termination, the Consultant shall be paid for all authorized services performed or furnished and all reimbursable expenses incurred up to the effective date of termination.

In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

### 6) Standard of Performance

The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied under this Agreement or otherwise, in connection with Consultant's services.

The Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.

During the construction phase of the project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

The Consultant shall not be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications prepared by the Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts of omissions of the Contractor or of any other persons or entities performing portions of the construction work.

It is understood that if the Consultant is not under authorization for supplying Construction Phase services that the Client/Owner assumes all responsibility for interpretations of the Contract Documents and waives any claims against the Consultant connected thereto.

#### 7) Contractor Submittals

The Consultant may review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### 8) Construction Observation

If requested, the Consultant shall visit the project construction site to generally observe the construction work and answer any questions that the Client/Owner may have. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents. If the Client/Owner desires the Consultant to perform more frequent or

comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid the Consultant for performing such service.

#### 9) Jobsite Safety

Neither the performance of the services by the Consultant, nor the presence of the Consultant at a project construction site, shall impose any duty on the Consultant, nor relieve the construction contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client/Owner agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

#### 10) Responsibility for Construction

Evaluations of the Client/Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client/Owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client/Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

#### 11) Use of Documents

All Documents are instruments of service. Consultant shall retain copyright ownership therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital project documents may be available to the Client/Owner in .pdf or .dwg formats using the Consultant's current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

The Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such documents are not to be used by

Client/Owner or others on extensions of the project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

### 12) Controlling Law

This Agreement is governed by, and subject to, the laws of the State of Michigan. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of Michigan and agree that such litigation shall be conducted only in the courts of Grand Traverse County, Michigan and no other courts, where this Agreement is made or performed or where the parties may reside.

### 13) Successors, Assigns, and Beneficiaries

The Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement. Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

### 14) Dispute Resolution

The Client/Owner and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice.

Any claims or disputes made during design, construction or post-construction between the Client/Owner and Consultant shall be submitted to non-binding mediation. Client/Owner and Consultant agree to include similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

### 15) Allocation of Risk

To the fullest extent permitted by law, Client/Owner and Consultant:

- (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to

the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Consultant's negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

### 16) Waiver of Consequential Damages

The Consultant and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either due to either party's termination of this agreement.

### 17) Waiver of Subrogation

The Consultant and Client/Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire, or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. The Consultant and Client/Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### 18) Applicability of Continuing Agreement

The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing and copied to all parties. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

\_\_\_\_\_(Owner's Initials)



## EXHIBIT 2 2018 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Engineering Office Manager	\$140	Director of Surveying	\$160
Senior Project Manager	\$130	Director of Hydrographic Surveying	\$150
Project Manager	\$120	Professional Surveyor IV	\$150
Structural Engineer	\$125	Professional Surveyor II	\$120
Project Engineer	\$95	Project Surveyor	\$85
Design Engineer	\$90	Survey Crew Chief	\$75
Design CAD Leader	\$90	Survey Crew Person	\$60
Design CAD Technician III	\$85	1 Person Survey Crew	\$95
Design CAD Technician II	\$80	Senior Testing & Inspection Technician	\$80
Design CAD Technician I	\$70	Testing & Inspection Technician II	\$70
GIS Technician	\$85	Testing & Inspection Technician I	\$60
Construction Layout Technician	\$65	Operations & Maintenance Technician II	\$80
Director of Development & Marketing	\$130	Operations & Maintenance Technician I	\$70
Marketing Coordinator	\$75	Controller	\$105
Licensed UAV Pilot	\$85	Project Manager Assistant	\$65
		Administrative Assistant	\$60

### REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.  
Expert Witness Testimony & Preparation will be invoiced at 1.5 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	C10 Scanner	\$1,500 Day
8½ x 14	\$0.15	\$0.30	C10 Scanner	\$1,000 4 Hours
11 x 17	\$0.20	\$0.40	C10 Scanner	\$400 Hour
24 X 36	\$3.00	\$6.00	Digital Level	\$30 Day
Other Sizes	\$.50 SF	\$1.00 SF	Static GPS Rental (per Receiver)	\$150 Day
Binding	\$3.00	\$3.00	Robotic Total Station	\$30 Hour
				\$200 Day
			Real Time GPS	\$30 Hour
				\$200 Day
			ATV or Snowmobile	\$350 Day
			UTV or Side by Side	\$495 Day
			Hydrographic Sounder (single beam)	\$350 Day
			Surveyor Boat I - 14'	\$130 Day
			Surveyor Boat II - 16'	\$175 Day
			Surveyor Boat III - 22'	\$300 Day
			Surveyor Kayak	\$25/\$100 Day/Week
			Lath	\$0.55 Each
			Curb Stakes and/or Slope Stakes	\$0.49 Each
			Station Stakes	\$0.98 Each
			Concrete Monuments	\$10.00 Day
			Re-Bar	\$1.00 Day
			Ground Penetrating Radar	\$380 Day
			charge per hour after 8 hours	\$90 Hour
			Aerial Imaging/UAV	\$100 Day

Travel				
Mileage		\$0.545 Mile		
Per Diem (Day)		\$111.00 Day		

Misc.				
Postage/Shipping Costs		Cost Plus 15%		
Permit Fees		Cost Plus 15%		
Computer		\$14.00 Day		
Rentals		Cost Plus 15%		
Generator		\$25.00 Hour		

Materials Testing Equipment				
Beam Breaker		\$50 Day		
Concrete Beams		\$25 Each		
Coring Machine		\$75 Day		
12" Core Bit Extractor		\$100 Day		
Concrete Cylinder		\$20 Each		
Nuclear Density Gauge		\$54 Day		

O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate
Portable Sampler	\$40	\$200	\$450
Portable Flow Meter	\$50	\$275	\$600
Fresh Air Blower	\$20	\$100	\$165
Gas Meter	\$15	\$75	\$165
Tripod with Harness	\$15	\$75	\$165
Rain Gauge with Data logger	NA	\$50	\$110

01/31/2018



## REQUEST FOR TOWNSHIP BOARD ACTION

**TO:** Board of Trustees **DATE:** May 2, 2018

**FROM:** Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** May 9, 2018

**ACTION REQUESTED:** Board of Trustees approval of a Service Agreement with Romanow Building Services to perform custodial services in Township facilities for 3 (three) years and authorize the Township Manager to execute the requisite documents.

Current Action   X        Emergency       

Funds Budgeted: If Yes   partial        Account #   multiple        No             N/A         
 Finance Approval       MDS      

### BACKGROUND INFORMATION

Custodial services have been provided by an individual for approximately the last year. This individual notified the Township late last year that they were embarking on other endeavors. Since then, AWOL has been providing this service on a temporary basis. To secure a more permanent solution, the Township Administration sought competitive bids through the issuance of a request for proposal seeking firms to provide custodial services for Township facilities.

On February 14, 2018 the Board approved a Service Agreement with ServiceMaster to perform custodial services. When attempting to implement the Agreement, ServiceMaster encountered staffing difficulties and was unable to move forward with the provision of the required services. As such, the Service Agreement with ServiceMaster was never finalized with the required signatures.

The administration then contacted several firms in an attempt to secure additional proposals for the services.

Romanow Building Services submitted a proposal that was reviewed carefully by the same three person team that was involved in the review of the proposals received in February. Based on the responsiveness of the bid to the desired scope of services and price, it is recommended that the contract be awarded to Romanow Building Services. Romanow currently provides similar services to Central Michigan University and the City of Mt Pleasant.

The table below reflects the responses that were received in February with the addition of the Romanow pricing.

	Year 1	Year 2	Year 3	Total Contact
ServiceMaster	10,199.80	10,199.80	10,199.80	\$30,599.40
<b>Romanow</b>	<b>\$12,279.00</b>	<b>\$12,279.00</b>	<b>\$12,279.00</b>	<b>\$36,837.00</b>
Absolute!	12,736.36	13,276.12	13,716.04	\$39,728.52

**SCOPE OF SERVICES**

The Township Hall and the Wastewater Treatment Plant will be cleaned twice a week. The Isabella Water Treatment plant will be cleaned once per week. Offices, restrooms, public areas, hallways and break rooms will be cleaned. The service levels are more fully outlined in the attached Service Agreement.

**JUSTIFICATION**

A high level of custodial services is necessary for the benefit of both employees and the public.

**PROJECT IMPROVEMENTS**

The following Board of Trustees goals are addressed with these appointments (From Policy 1.0: Global End)

- Community well-being and common good
- Safety
- Health

**COSTS**

The annual expense is \$12,279.00 with the life of the contract expense totaling \$36,837.00. The expense will be allocated between the General, Water and Wastewater Funds as appropriate. A budget amendment in the approximate amount of \$8,000.00 will be needed to fund the services for the balance of 2018. This amount will be allocated between funds and made part of the August budget amendment recommendation.

**PROJECT TIME TABLE**

Romanow will commence providing custodial services on June 4, 2018.

**RESOLUTION**

RESOLVED, that the Service Agreement with Romanow Building Services is approved and the Township Manager is authorized to execute the required document(s) on behalf of the Township.

This resolution offered by board member \_\_\_\_\_

Supported by board member \_\_\_\_\_

Upon a roll call vote, the following voted: \_\_\_\_\_ Aye \_\_\_\_\_ No

The Resolution is declared adopted.

\_\_\_\_\_ Lisa Cody, Clerk



## CLEANING SERVICES AGREEMENT

THIS AGREEMENT made this 9th day of May, 2018 by Romanow Building Services, 3093 Saginaw Drive, Saginaw, MI 48603 and Charter Township of Union, 2010 S Lincoln, Mt Pleasant, Michigan 48858.

Whereas, Romanow Building Services conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, and;

Whereas, Client desires Romanow Building Services to supply contract cleaning services to the properties commonly known as Township Hall, 2010 S Lincoln Rd; Waste Water Treatment Plant, 4511 E River Rd; and Isabella Rd. Water Treatment Plant, 5228 S Isabella Rd, Mt Pleasant, Michigan 48858.

NOW THEREFORE, the Parties agree as follows:

1. Task Schedule. Beginning on June 4, 2018 Romanow Building Services will provide contract cleaning services for the areas to be serviced described in the "Task Schedule," a true and accurate copy of which is attached to this Agreement as Exhibit A. Romanow Building Services agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and Romanow Building Services. Access to the facilities by Romanow Building Services will be no earlier than 4:30 pm.
2. Personnel. All personnel furnished by Romanow Building Services are employees of Romanow Building Services, and Romanow Building Services will pay all salaries and expenses of, and all applicable federal and state taxes relating to such personnel. For all purposes of this contract, Romanow Building Services will be considered an independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any Romanow Building Services employee whose conduct is unsatisfactory to Client. All personnel furnished by Romanow Building Services performing work on Township properties will undergo a background check at the expense of Romanow Building Services. All personnel furnished by Romanow Building Services will have passed said background check per the attached Background Check Policy established by Romanow Building Services. In no event will personnel furnished by Romanow Building Services be allowed to work on Township property if they have had a felony conviction within the last 7 (seven) years or any felony conviction related to theft, or a violent crime.
3. Terms. The terms of the Task Schedule, may be modified at any time by mutual execution of written change orders by the parties. All executed change orders shall become part of this Agreement. Romanow Building Services will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to a change in the Task Schedule. Client will notify Romanow Building Services of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the Client's premises, or any other change which affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of (1) year, and shall automatically renew for two (2) consecutive (1) one year periods unless terminated per paragraph nine (9).
4. Payment. The Client shall make payment to Romanow Building Services for services rendered at the rate of see Exhibit B. The first billing will be made on the first day services are rendered and shall be payable in fourteen (14) days. Subsequent billings and due dates will be monthly.

Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of Romanow Building Services, be deemed to be a default and termination without notice by Client. A late charge calculated at 1 ½ % per month will be charged to Client on any overdue unpaid balance.

5. Romanow Building Services will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.
6. Insurance. Romanow Building Services shall provide the insurance coverage set forth below, and deliver to Client certificates of insurance upon request:
  - Commercial General Liability \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate
  - Automobile \$1,000,000 combined single limit
  - Workers Compensation Coverage: as required by law.
7. Termination. This Agreement may be terminated by either party by giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below.
8. This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.

CHARTER TOWNSHIP OF UNION

ROMANOW BUILDING SERVICES

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

|

**Task Schedule**

**Township Hall, 2010 S. Lincoln Rd. Mt. Pleasant:**

(Twice a week, Monday and Thursday evenings after 4:30 pm)

Lobby, Offices, Hallways, Board Room and Lunch Area

- Collect all waste materials and place trash in designated receptacles.
- Replace trash can liners as needed.
- Dust all furniture including cabinets, counters, fixtures, etc.
- Vacuum all carpeted areas.
- Spot clean carpets.
- Sweep and mop all composition tile floor areas.
- Wipe/clean lunch area table/appliance surfaces, sinks and cupboards

Restrooms

- Sweep, mop and disinfect composition tile floor areas.
- Clean and sanitize fixtures, wash basins, countertops, urinals, toilets, and toilet seats.
- Clean and polish all mirrors.
- Damp wipe walls, doors and partitions.
- Replace trash can liners as needed.
- Replenish paper and soap supplies as needed.

**Waste Water Treatment Plant, 4511 E. River Rd. Mt. Pleasant**

(Twice a week, Monday and Thursday evenings after 4:30 pm)

Lobby, Offices, Hallways, Lab and Lunch Area

- Collect all waste materials and place trash in designated receptacles.
- Replace trash can liners as needed.
- Dust all furniture including cabinets, counters, fixtures, etc (excluding lab).
- Vacuum all throw rugs.
- Wipe/clean lunch area table/appliance surfaces.
- Sweep and mop all composition tile floor areas.

Restrooms/Locker Room

- Sweep, mop and disinfect composition tile floor areas.

- Clean and sanitize fixtures, wash basins, countertops, urinals, toilets, and toilet seats and shower area.
- Clean and polish all mirrors.
- Damp wipe walls, doors and partitions.
- Replace trash can liners as needed.
- Replenish paper and soap supplies as needed.

**Isabella Rd. Water Treatment Plant, 5228 S. Isabella Rd. Mt. Pleasant**  
(Once a week, Thursday evening after 4:30 pm)

Lobby, Offices, Hallways, Lab and Lunch Area

- Collect all waste materials and place trash in designated receptacles.
- Replace trash can liners as needed.
- Dust all furniture including cabinets, counters, fixtures, etc.
- Vacuum all throw rugs.
- Clean kitchen area countertops / appliances surfaces.
- Sweep and mop all composition tile floor areas.

Restrooms/Locker Room

- Sweep, mop and disinfect composition tile floor areas.
- Clean and sanitize fixtures, wash basins, countertops, urinals, toilets, and toilet seats and shower area.
- Clean and polish all mirrors.
- Damp wipe walls, doors and partitions.
- Replace trash can liners as needed.
- Replenish paper and soap supplies as needed.

Exhibit B

<b>Location</b>	<b>Monthly Amount</b>	<b>Annual Amount</b>
Township Hall	\$511.58	\$6,139.00
Waste Water Treatment Plant	\$307.00	\$3,684.00
Water Treatment Plant	\$204.67	\$2,456.00
Total	\$1,023.25	\$12,279.00



## **Background Check Policy (For Internal Use)**

### **Purpose**

RBS has determined a criminal records check is required for all candidates, when information as to a candidate's criminal history is job-related to the position being sought. This determination has been made on the basis of the particular requirements of the job, the employer's business necessity, and applicable federal and state laws. Customer contract background screening procedures will take priority over the RBS internal policy. RBS is an equal opportunity employer and does not discriminate on the basis of race, sex, age, national origin, religion, disability, genetic information, or any other characteristic protected by federal, state or local laws. RBS background checks are performed through ICHAT (Michigan State Police) and through BSCAI (Building Service Contractors Association International), provided the customer doesn't have a required background check platform.

### **Procedures**

When a criminal history record is required, the human resources department will request that the internal or external applicant for the position provide written authorization for the background investigation using the company-provided form and will conduct the check. RBS will inquire only about convictions and probationary status, if any, and not arrest, unless required by applicable law. Human resources will provide the results of criminal history record check to the appropriate management personnel for a determination as to the candidate's fitness for the position.

### **Criminal History Disqualifying Factors**

The following factors will be considered for those applicants with a criminal history in determining whether to hire the external applicant, or to transfer or promote an internal applicant.

- The nature of the crime and its relationship to the position.
- The time since the conviction.
- The number (if more than one) convictions.
- Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees, or its customers and vendors.
- Whether the customer contract has outline specific background criteria that must be meet.

In accordance with applicable laws, including the federal Fair Credit Reporting Act, the applicant will be given an opportunity to review the criminal background check results and submit an explanation. If an applicant is found to have falsified any information regarding conviction history, the applicant will not be considered for employment. If an employee seeking a transfer or promotion to a position requiring a criminal history record check is found to have falsified any information regarding conviction history, the employee may be immediately discharged.

# Charter Township of Union



To: Township Board of Trustees  
From: Mark Stuhldreher, Township Manager  
Subject: Policy Governance Review  
Date: April 19, 2018

Policy Review: 2.2 Treatment of Staff  
Type of Review: Internal  
Review Interval: Annual  
Review Month: April, 2018

## **Policy Wording**

With respect to the treatment of paid and volunteer staff, Township Management may not cause or allow conditions which are unfair, undignified, disorganized, and unclear or violate collective bargaining agreements.

Further, without limiting the scope of the foregoing by this enumeration, Management shall not:

- 2.2.1 Operate without written personnel rules which: (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions such as nepotism and grossly preferential treatment for personal reasons.
- 2.2.2 Discriminate against any staff member for non-disruptive expression of dissent.
- 2.2.3 Prevent staff from grieving to the board when (A) internal grievance procedures have been exhausted and (B) the employee alleges that board policy has been violated to his or her detriment.
- 2.2.4 Operate without an appropriate level of cross-training so that employees can provide basic information and service to consumers.
- 2.2.5 Fail to acquaint staff with the Township Manager's interpretation of their protections under this policy.

## **Manager Interpretation**

Manager interprets this policy to indicate that Township management shall operate with written personnel rules which are available to staff and which are clear, provides for effective handling of grievances, protects staff against wrongful conditions, protects against nepotism and grossly preferential treatment for personal reasons, and allows for diverse opinions on issues. Further, an appropriate level of cross training will exist so employees can provide basic



# REQUEST FOR TOWNSHIP BOARD ACTION

<b>TO:</b> Board of Trustees	<b>DATE:</b> May 4, 2018
<b>FROM:</b> Mark Stuhldreher, Township Manager	<b>DATE FOR BOARD CONSIDERATION:</b> May 9, 2018
<b>ACTION REQUESTED:</b> Board approval of a Budget Amendment to the Township Clerk’s department budget to account for the appointment of a Deputy Clerk in the amount of \$8,467.	

Current Action  Emergency

Funds Budgeted: If Yes  Account # \_\_\_\_\_ No  N/A

Finance Approval \_\_\_\_\_ *MDS*

### BACKGROUND INFORMATION

It is recommended that the FY 2018 Township Clerk’s department budget be amended by the Board of Trustees per the attached to account for the appointment of a Deputy Clerk. Detailed changes to the respective accounts are attached.

### SCOPE OF SERVICES

This position will be primarily utilized to provide support as it relates to election activities. In 2018, elections are anticipated in the months of August and November. The budget amendment assumes a total of 560 hours during 2018.

### JUSTIFICATION

Budget amendments are required under the Uniform Budget Act when it is known or anticipated that revenue and/or expenses are likely to differ from the originally adopted budget. Sound financial management practices also dictate that the budget be amended in order to understand the current state of Township finances so that any necessary adjustments in operations can be considered.

### PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in these budget amendments (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety
- Health
- Natural environment
- Commerce

### COSTS

The proposed budget amendment to account for this position totals \$8,467.



**PROJECT TIME TABLE**

Respective budgets will be updated in the accounting system as soon as practical following approval by the Board.

**RESOLUTION**

Authorization is hereby given to amend the FY 2018 budget for the Township Clerk's department in the amount of \$8,467.00

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

**Charter Township of Union  
101 - General Fund  
2018 Proposed Budget Amendment**

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2017	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	YTD Balance 3/31/18	2018 PROPOSED AMENDED BUDGET	2018 PROPOSED BUDGET AMENDMENT
<b>Dept 215-CLERK</b>							
101-215-702.000	SALARY	21,190	21,190	21,190	4,482	29,030	7,840
	Increase to reflect appointment of Deputy Clerk-\$14.00/hr for 560 hours						
101-215-714.000	EMPLR FICA CONTR	1,418	1,856	1,856	278	2,343	487
	Increase to reflect appointment of Deputy Clerk						
101-215-715.000	EMPLR MEDICARE CONTR	332	434	434	65	548	114
	Increase to reflect appointment of Deputy Clerk						
101-215-718.000	WORKER'S COMP	36	51	51	8	77	26
	Increase to reflect appointment of Deputy Clerk						
<b>Totals for dept 215-CLERK</b>		<b>50,403</b>	<b>38,506</b>	<b>38,506</b>	<b>16,556</b>	<b>31,998</b>	<b>8,467</b>

# Charter Township of Union



To: Township Board of Trustees  
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Subject: Policy Governance Review  
Date: April 19, 2018

Policy Review: 2.2 Treatment of Staff  
Type of Review: Internal  
Review Interval: Annual  
Review Month: April, 2018

## **Policy Wording**

With respect to the treatment of paid and volunteer staff, Township Management may not cause or allow conditions which are unfair, undignified, disorganized, and unclear or violate collective bargaining agreements.

Further, without limiting the scope of the foregoing by this enumeration, Management shall not:

- 2.2.1 Operate without written personnel rules which: (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions such as nepotism and grossly preferential treatment for personal reasons.
- 2.2.2 Discriminate against any staff member for non-disruptive expression of dissent.
- 2.2.3 Prevent staff from grieving to the board when (A) internal grievance procedures have been exhausted and (B) the employee alleges that board policy has been violated to his or her detriment.
- 2.2.4 Operate without an appropriate level of cross-training so that employees can provide basic information and service to consumers.
- 2.2.5 Fail to acquaint staff with the Township Manager's interpretation of their protections under this policy.

## **Manager Interpretation**

Manager interprets this policy to indicate that Township management shall operate with written personnel rules which are available to staff and which are clear, provides for effective handling of grievances, protects staff against wrongful conditions, protects against nepotism and grossly preferential treatment for personal reasons, and allows for diverse opinions on issues. Further, an appropriate level of cross training will exist so employees can provide basic

information and services to consumers. Conscious violation of collective bargaining Agreements by the employer or the bargaining groups will not occur.

**Justification of Reasonability of Interpretation**

Use of written personnel and administrative policies, adherence to the collective bargaining agreement and staff training provide for consistent and fair treatment of staff and volunteers when dealing with various and disparate situations.

**Data**

- Collective bargaining agreements are adhered to and when there are questions of interpretation, the grievance process is followed.
- Training opportunities are provided to all staff which has included BSA software training, position relevant training for the Finance Director, Rental Inspector, Assessor, Water/Sewer staff and others.
- Bi-weekly staff meetings are held with the Township Manager.
- One-on-one meetings are held with the Township Manager on a weekly or bi-weekly basis as appropriate.
- It is noted that the Personal and Administrative Policy document is in need of updating.

**Compliance**

The Township Management Team is in compliance with the policy as stated.