



BOARD OF TRUSTEES
Regular Meeting
October 12, 2022
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
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. CLOSED SESSION
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. Board Member Reports
 - C. Memo from Treasurer Rice: List of McGuirk Special Assessments (Step 1 to get them on the winter tax roll)
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – September 28, 2022 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
11. NEW BUSINESS
 - A. Discussion/Action: (Stuhldreher) Policy Governance 2.10 Communication & Support to the Board
 - B. Discussion/Action: (Board of Trustees) 2023 Township Manager Contract Renewal Agreement
 - C. Discussion/Action: (Board of Trustees) ARPA Funds Use Discussion

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

Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)

13. MANAGER COMMENTS

14. FINAL BOARD MEMBER COMMENT

15. ADJOURNMENT

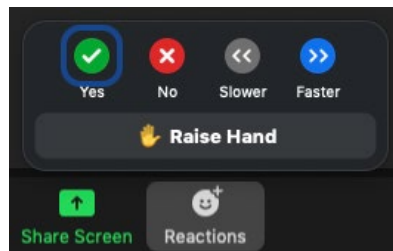
Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

The public can view all Union Township meetings live by clicking on our [YouTube Channel](#). For those who would like to participate during public comment, you can do so via Zoom.

[Click here](#) to participate in the Zoom Meeting via computer or smart phone. (Meeting ID Enter “861 1599 5624” Password enter “926394”). Access to the electronic meeting will open at 6:50 p.m. and meeting will begin at 7:00 p.m.

Telephone conference call, dial (312-626-6799). Enter “861 1599 5624” and the “#” sign at the “Meeting ID” prompt, and then enter “926394” at the “Password” prompt. Lastly, re-enter the “#” sign again at the “Participant ID” prompt to join the meeting.

- All public comments for items on the agenda will be received during the Public Comment section of the Agenda and any issue not on the agenda will be received during the Extended Public Comment section of the Agenda.
- Computer/tablet/smartphone audience: To indicate you wish to make a public comment, please use the “Reactions” icon. **Next, click on the “Raise Hand” icon** near the bottom right corner of the screen.



- **To raise your hand for telephone dial-in participants, press *9.** You will be called on by the last three digits of your phone number for comments, at which time you will be unmuted by the meeting moderator.
- Please state your name and address for the minutes and keep public comments concise.

You will be called upon once all in-person comments have been received, at which time you will be unmuted by the meeting moderator.

Persons with disabilities needing assistance should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance can contact the Township through the Michigan Relay Center at 711. A minimum of one (1) business day of advance notice will be necessary for accommodation.

Board Expiration Dates

| Planning Commission Board Members (9 Members) 3 year term | | | |
|---|-------------|-------------|-----------------|
| # | F Name | L Name | Expiration Date |
| 1-BOT Representative | James | Thering | 11/20/2024 |
| 2-Chair | Phil | Squattrito | 2/15/2023 |
| 3-Vice Chair | Ryan | Buckley | 2/15/2025 |
| 4-Secretary | Doug | LaBelle II | 2/15/2025 |
| 5 - Vice Secretary | Tera | Albrecht | 2/15/2024 |
| 6 | Stan | Shingles | 2/15/2024 |
| 7 | Paul | Gross | 2/15/2025 |
| 8 | Jack | Williams | 2/15/2023 |
| 9 | Jessica | Lapp | 2/15/2023 |
| Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term | | | |
| # | F Name | L Name | Expiration Date |
| 1- PC Rep | Ryan | Buckley | 2/15/2025 |
| 2 - Chair | Andy | Theisen | 12/31/2022 |
| 3 - Vice Chair | Liz | Presnell | 12/31/2022 |
| 4 - | Breanne | Moeggenberg | 12/31/2022 |
| 5 - | Brandon | LaBelle | 12/31/2022 |
| Alt. #1 | vacant seat | | 12/31/2022 |
| Alt. #2 | vacant seat | | 2/15/2021 |
| Board of Review (3 Members) 2 year term | | | |
| # | F Name | L Name | Expiration Date |
| 1 | Doug | LaBelle II | 12/31/2022 |
| 2 | Sarvjit | Chowdhary | 12/31/2022 |
| 3 | Bryan | Neyer | 12/31/2022 |
| Alt #1 | Randy | Golden | 12/31/2022 |
| Construction Board of Appeals (3 Members) 2 year term | | | |
| # | F Name | L Name | Expiration Date |
| 1 | Colin | Herren | 12/31/2023 |
| 2 | Joseph | Schafer | 12/31/2023 |
| 3 | Andy | Theisen | 12/31/2023 |
| Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term | | | |
| 1 | Mark | Stuhldreher | 12/31/2022 |
| 2 | John | Dinse | 12/31/2023 |
| Chippewa River District Library Board 4 year term | | | |
| 1 | Ruth | Helwig | 12/31/2023 |
| 2 | Lynn | Laskowsky | 12/31/2025 |



Board Expiration Dates

| EDA Board Members (9 Members) 4 year term | | | |
|--|-------------|-------------|-----------------|
| # | F Name | L Name | Expiration Date |
| 1-BOT Representative | Bryan | Mielke | 11/20/2024 |
| 2 | Thomas | Kequom | 4/14/2023 |
| 3 | James | Zalud | 4/14/2023 |
| 4 | Richard | Barz | 2/13/2025 |
| 5 | Robert | Bacon | 1/13/2023 |
| 6 | Marty | Figg | 6/22/2026 |
| 7 | Cheryl | Hunter | 6/22/2023 |
| 8 | Jeff | Sweet | 2/13/2025 |
| 9 | David | Coyne | 3/26/2026 |
| Mid Michigan Area Cable Consortium (2 Members) | | | |
| # | F Name | L Name | Expiration Date |
| 1 | Kim | Smith | 12/31/2022 |
| 2 | vacant seat | | |
| Cultural and Recreational Commission (1 seat from Township) 3 year term | | | |
| # | F Name | L Name | Expiration Date |
| 1 | Robert | Sommerville | 12/31/2022 |
| Sidewalks and Pathways Prioritization Committee (2 year term -PC Appointments) | | | |
| # | F Name | L Name | Expiration Date |
| 1 - BOT Representative | Kimberly | Rice | 11/20/2024 |
| 2 - PC Representative | Stan | Shingles | 2/15/2024 |
| 3 - Township Resident | Jeff | Siler | 8/15/2023 |
| 4 - Township Resident | Jeremy | MacDonald | 10/17/2022 |
| 5 - Member at large | Phil | Hertzler | 8/15/2023 |
| Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term | | | |
| # | F Name | L Name | Expiration Date |
| 1-City of Mt. Pleasant | John | Zang | 12/31/2023 |
| 2-City of Mt. Pleasant | Judith | Wagley | 12/31/2022 |
| 1-Union Township | Stan | Shingles | 12/31/2023 |
| 2-Union Township | Allison | Chiodini | 12/31/2022 |
| 1-Mt. Pleasant Schools | Lisa | Diaz | 12/31/2022 |
| 1-Member at Large | Mark | Stansberry | 2/14/2025 |
| 2- Member at Large | Michael | Huenemann | 2/14/2025 |



Kimberly M. Rice
Office of the Township Treasurer
2010 S. Lincoln Rd.
Mt. Pleasant, MI 48858
Phone: 989-772-4600 Ext. 228
Fax: 989-773-1988

MEMO

To: Board of Trustees

From: Kimberly Rice, Treasurer

Subject: PA 188 Delinquent Special Assessments

Date: October 5, 2022

Under Public Act 188 of 1954, the State of Michigan requires that the Township Treasurer report the Special Assessment roll delinquencies to the Board of Trustees. Union Township currently has two active special assessments: McGuirk Subdivision Paving and Carriage Estates #1 and #2 Subdivision Paving.

As of October 5, 2022, McGuirk Paving have six delinquent parcel installments still owing a total of \$2,158.62. Carriage Hill Estates #1 and #2 Subdivision have six delinquent parcel installments still owing a total of \$3,274.92. It is worth noting that one of the delinquent parcels paid late, leaving an outstanding penalty balance of \$6.41. The overall balance due from both special assessments total \$5,433.54. Reminder notices have recently been mailed out to the property owners.

The Board can anticipate an agenda item at the October 26th meeting whereby consideration will be given to placing these delinquent accounts on the 2022 winter tax bill if still unpaid.

cc Sherrie Teal, Finance Director
 Kari Cotter, Accounting Specialist
 Mark Stuhldreher, Township Manager

PARCEL BALANCES FOR CHARTER TOWNSHIP OF UNION
 POPULATION: SPECIAL ASSESSMENT DISTRICT (109)
 SPEC. POPULATION: PARCELS WITH INSTALLMENTS STILL OWED
 PAYMENTS INCLUDED AS OF 10/01/2022
 CURRENT INSTALLMENT YEAR: 2022

| Parcel No. Owner | Assessment Code/Name | Assessment Amount | Tot Prin Pd Cur Install | Tot Intrst Pd Cur Prin Pd | Tot Adm Pd Cur Intrst Pd | Tot Pen Pd Cur Adm Pd | Tot Addtl Penlty Pd Cur Pen Pd | Tot Addtl Penlty Pd Cur Addtl Penlty pd | Tot Cert Pd Cur Cert Pd | Tot Balance Cur Balance |
|---|---------------------------|----------------------|----------------------------|------------------------------|-----------------------------|--------------------------|-----------------------------------|--|----------------------------|-----------------------------|
| 14-020-40-001-05 WENTWORTH ANDREA S E | 109 MCGUIRK SUB PAVING | 2257.43 | 359.77 | 225.74 0.00 | 0.00 0.00 | 0.00 0.00 | 27.09 0.00 | 0.00 0.00 | 0.00 0.00 | 2,031.69 359.77 |
| 14-151-00-003-00 ROBERTS TIMOTHY F & JAIM | 109 MCGUIRK SUB PAVING | 2257.43 | 359.77 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2,257.43 359.77 |
| 14-151-00-011-00 MCFALL PAUL & JENNIFER | 109 MCGUIRK SUB PAVING | 2257.43 | 359.77 | 225.74 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2,031.69 359.77 |
| 14-151-00-013-00 WHEELER CHRISTOPHER | 109 MCGUIRK SUB PAVING | 2257.43 | 359.77 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2,257.43 359.77 |
| 14-151-00-022-00 GARIGLIO RANDY L & SARAH | 109 MCGUIRK SUB PAVING | 2,257.43 | 359.77 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2,257.43 359.77 |
| 14-151-00-024-00 COORAY KAHADAWALA S | 109 MCGUIRK SUB PAVING | 2,257.43 | 359.77 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2,257.43 359.77 |
| TOTALS FOR 109 MCGUIRK SUB PAVING UNIT 14 | PARCELS: 6 | 13,544.58 | 2158.62 | 451.48 0.00 | 0.00 0.00 | 0.00 0.00 | 27.09 0.00 | 0.00 0.00 | 0.00 0.00 | 13,093.10 <u>2158.62</u> |

10/03/2022
10:47 AM

PARCEL BALANCES FOR CHARTER TOWNSHIP OF UNION
POPULATION: SPECIAL ASSESSMENT DISTRICT (110)
SPEC. POPULATION: PARCELS WITH INSTALLMENTS STILL OWED
PAYMENTS INCLUDED AS OF 10/01/2022
CURRENT INSTALLMENT YEAR: 2022

Page: 1/1
DB: Union Twp
Specials

| Parcel No. Owner | Assessment Code/Name | Assessment Amount | Cur | Install | Tot Prin Pd Cur Prin Pd | Tot Intrst Pd Cur Intrst Pd | Tot Adm Pd Cur Adm Pd | Tot Pen Pd Cur Pen Pd | Tot Addtl Penlty Pd Cur Addtl Penlty Pd | Tot Cert Pd Cur Cert Pd | Tot Balance Cur Balance |
|---|-----------------------------|----------------------|-----|----------|----------------------------|--------------------------------|--------------------------|--------------------------|--|----------------------------|----------------------------|
| 14-035-30-012-00 TRAVIS SHELLY | 110 CARRIAGE HILL PAVING | 6408.69 | | 653.69 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 6,408.69 653.69 |
| 14-051-00-001-00 SALEM WILLIAM J | 110 CARRIAGE HILL PAVING | 6408.69 | | 653.69 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 6,408.69 653.69 |
| 14-053-00-014-00 DOLE BRYAN & JILL | 110 CARRIAGE HILL PAVING | 6408.69 | | 647.34 | 634.46 634.46 | 0.00 0.00 | 0.00 0.00 | 6.41 6.41 | 0.00 0.00 | 0.00 0.00 | 5,774.23 6.47 |
| 14-053-00-016-00 COVARRUBIAS MICHAEL G & | 110 CARRIAGE HILL PAVING | 6408.69 | | 653.69 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 6,408.69 653.69 |
| 14-053-00-017-00 FLORIAN ADAM W & TRACI | 110 CARRIAGE HILL PAVING | 6408.69 | | 653.69 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 6,408.69 653.69 |
| 14-053-00-019-00 MCDONALD BRIAN & LARA L | 110 CARRIAGE HILL PAVING | 6408.69 | | 653.69 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 6,408.69 653.69 |
| Totals For 110 CARRIAGE HILL PAVING | Parcels: 6 | 38452.14 | | 3,915.79 | 634.46 634.46 | 0.00 0.00 | 0.00 0.00 | 6.41 6.41 | 0.00 0.00 | 0.00 0.00 | 37,817.68 3,274.92 |

2022 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting Minutes

A regular meeting of the Charter Township of Union Board of Trustees was held on September 28, 2022, at 7:00 p.m. at the Union Township Hall.

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

Roll Call

Present:

Supervisor Mielke, Clerk Cody, Trustee Bills, Trustee Brown, Trustee Hauck, and Trustee Thering

Excused:

Treasurer Rice

Approval of Agenda

Thering moved **Bills** supported to approve the agenda with one amendment to add an item under “New Business” 11.G. – 2% Grant Application Discussion. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Presentation

- A. Jennifer Hodges, Gourdie Frasier, Inc. Project Manager, gave a presentation via zoom of the Water and Sewer Capital Improvement Project Funding Opportunities.
- B. John Zang, Mid-Michigan Aquatic Recreation Authority, gave updates on the proposed Aquatic Recreation Center.

Public Hearings

Public Comment

Open: 8:12 p.m.

No comments were offered.

Closed: 8:13 p.m.

Closed Session

Reports/Board Comments

- A. **Current List of Boards and Commissions – Appointments as needed**
- B. **Planning Commission, EDA, Sidewalks, and ZBA updates by Community and Economic Development Director**
- C. **Board Member Reports**

Brown – gave an update on the Mt. Pleasant City Commission meeting.

Bills – gave an update on the Isabella County Board of Commissioners meeting.

Hauck – gave updates on the Council of Governance and the Isabella County Road Commission meetings.

Mielke – gave an update on the Intergovernmental meeting.

Consent Agenda

- A. Communications
- B. Minutes – September 14, 2022 – Regular Meeting
- C. Accounts Payable

- D. Payroll
- E. Meeting Pay
- F. Fire Reports

Hauck moved **Brown** supported to approve the consent agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

New Business

A. Discussion/Action: (Stuhldreher) Second Reading and Adoption of the DTE Energy Company Gas Franchise Ordinance

Hauck moved **Brown** supported to conduct a Second Reading for and to adopt the new DTE Energy Company Gas Franchise Ordinance Number 22-05. **Roll Call Vote: Ayes: Mielke, Cody, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

B. Discussion/Action: (Stuhldreher) ZBA Board Matrix Adjustment to Restore the Staggered Term Expiration Dates

No action taken.

C. Discussion/Action: (Stuhldreher) Participation Contract with Isabella County Road Commission for Broomfield Road

Cody moved **Brown** supported to approve the Township Participation Contract with the Isabella County Road Commission (ICRC) for the reconstruction and upgrade of Broomfield Road 500-feet east of Lincoln Road to 500-feet west of Crawford Road to a Class A road in the amount of \$250,000, approve an associated budget amendment and authorize the Township Manager to sign said contract. **Roll Call Vote: Ayes: Mielke, Cody, Bills, Brown, Hauck, and Thering. Nays: 0. Motion carried.**

D. Discussion/Action: (Stuhldreher) Policy Governance 4.0 Global Governance-Management Connection

Discussion by the Board

E. Discussion/Action: (Stuhldreher) Policy Governance 4.1 Unity of Control

Discussion by the Board

F. Discussion/Action: (Stuhldreher) Township Manager 2023 Employment Contract Negotiations

Cody moved **Bills** supported to table a motion to vote on the Township Manager 2023 Employment Contract until the October 12, 2022 Board of Trustee Meeting. **Vote: Ayes: 6 Nays: 0. Motion carried.**

G. Discussion: (Board of Trustees) 2% Grant Application Submissions

Discussion by the Board

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 10:12 p.m.

Karl Hauser, Director of Veterans Services for Clare County, introduced himself as a candidate on

the general ballot for the Mid-Michigan College Board of Trustees.
Closed: 10:17 p.m.

MANAGER COMMENTS

- Reminded Trustees to RSVP for the Leadership Luncheon on October 26th.
- Gave a reminder of the 9th Annual Clean Up Day will be held on Saturday October 1, 2022 from 8 a.m. to 12:00 p.m. at the Commission on Aging.

FINAL BOARD MEMBER COMMENTS

Mielke – Commented on the transformation the new sidewalk made on Remus Road.

Bills – Echoed Supervisor Mielke’s comment on the new sidewalk on Remus Road. Commented on assisting a resident to resolve a drain issue.

Brown – Thanked the Board for the powerful conversation during the meeting and reported on the arrival of the new Vac Truck.

ADJOURNMENT

Bills moved **Brown** supported to adjourn the meeting at 10:23 p.m. **Vote: Ayes: 6 Nays: 0.**
Motion carried.

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)

09/30/2022 04:10 PM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 09/29/2022 - 10/12/2022

Page: 1/1

| Check Date | Bank | Check | Vendor | Vendor Name | Description | Amount |
|----------------------------|------|-------|--------|------------------------------------|--|------------------|
| Bank 101 POOLED CHECKING | | | | | | |
| 10/12/2022 | 101 | 24026 | 00020 | JAMES ALWOOD | WELL SITE LEASE - SEPT 2022 | 496.52 |
| 10/12/2022 | 101 | 24027 | 01703 | AMAZON CAPITAL SERVICES | MAILING TUBES WITH CAPS | 99.90 |
| 10/12/2022 | 101 | 24028 | 01240 | BRAUN KENDRICK FINKBEINER PLC | LABOR LEGAL FEES - AUGUST 2022 | 225.00 |
| | | | | | GENERAL LEGAL FEES - AUGUST 2022 | 1,922.00 |
| | | | | | ZALUD LITIGATION - AUGUST 2022 | 2,100.00 |
| | | | | | | <u>4,247.00</u> |
| 10/12/2022 | 101 | 24029 | 01802 | MARK BRISTLEY | ELECTION WORKER TRAINING 9/19/22 | 31.50 |
| 10/12/2022 | 101 | 24030 | 00095 | C & C ENTERPRISES, INC. | JANITORIAL SUPPLIES - TWP HALL | 161.00 |
| 10/12/2022 | 101 | 24031 | 00099 | CENTRAL CONCRETE PRODUCTS CO. INC | MISSION RD-SIDEWALK/GENERATOR REPAIR | 733.75 |
| 10/12/2022 | 101 | 24032 | 00722 | CHARTER TOWNSHIP OF UNION | Q3 UTILITY BILLING - TWP HALL | 319.56 |
| 10/12/2022 | 101 | 24033 | 01784 | CIVIC PLUS | ONLINE CODE HOSTING 10/1/22-9/30/23 | 900.00 |
| 10/12/2022 | 101 | 24034 | 00129 | CMS INTERNET, LLC | MANAGED IT, EMAIL & PHONE SERVICE-OCT 20 | 5,528.01 |
| 10/12/2022 | 101 | 24035 | 00207 | E & S GRAPHICS, INC | WASTE WATER SIGN | 1,125.00 |
| 10/12/2022 | 101 | 24036 | 00201 | ELHORN ENGINEERING COMPANY | BULK CHLORINE | 3,675.00 |
| 10/12/2022 | 101 | 24037 | 00209 | ETNA SUPPLY COMPANY | SMARTPOINT METERS | 5,920.00 |
| | | | | | REPLACEMENT WATER METERS-SHORT BODY | 1,280.00 |
| | | | | | | <u>7,200.00</u> |
| 10/12/2022 | 101 | 24038 | 00788 | FERGUSON ENTERPRISES-POLLARDWATER | SAFETY GREEN MARKING PAINT | 203.40 |
| 10/12/2022 | 101 | 24039 | 01712 | THOMAS H IDEMMA JR | ELECTION WORKER TRAINING 9/19/22 | 31.50 |
| 10/12/2022 | 101 | 24040 | 01803 | J.G.M. VALVE CORPORATION | PORTABLE SUMBERSIBLE CHOPPER PUMP | 14,546.00 |
| 10/12/2022 | 101 | 24041 | 00422 | MICHIGAN PIPE & VALVE-MT. PLEASANT | GASKET, STAR GRIP, BOLTS, PIPE | 1,326.75 |
| 10/12/2022 | 101 | 24042 | 01800 | TERRI MORGAN | ELECTION WORKER TRAINING 09/19/2022 | 31.50 |
| 10/12/2022 | 101 | 24043 | 01663 | RODNEY NANNEY | MILEAGE REIMBURSEMENT JULY-SEPT | 445.00 |
| 10/12/2022 | 101 | 24044 | 01428 | NORMAN WOERLE | ELECTION WORKER TRAINING 9/19/2022 | 31.50 |
| 10/12/2022 | 101 | 24045 | 00131 | PERCEPTIVE CONTROLS, INC | CONTROL PROGRAMMING BACKWASH/ISABELLA | 6,682.50 |
| 10/12/2022 | 101 | 24046 | 01801 | TERESA ROULO | ELECTION WORKER TRAINING 9/19/22 | 31.50 |
| 10/12/2022 | 101 | 24047 | 01542 | STERICYCLE, INC. | PAPER SHREDDING - SEPT 2022 | 80.46 |
| 10/12/2022 | 101 | 24048 | 01013 | USA BLUE BOOK | PROCESS CHEMICALS/SAFETY/TESTING SUPPLIE | 1,139.47 |
| 10/12/2022 | 101 | 24049 | 01723 | V&V ASSESSING LLC | ASSESSING SERVICES-4TH QTR 2022 | 22,500.00 |
| 10/12/2022 | 101 | 24050 | 01314 | VERIZON WIRELESS | CELL PHONES 9/16/22 TO 10/15/22 | 472.90 |
| 101 TOTALS: | | | | | | |
| Total of 25 Checks: | | | | | | 72,039.72 |
| Less 0 Void Checks: | | | | | | 0.00 |
| Total of 25 Disbursements: | | | | | | <u>72,039.72</u> |

| |
|--|
| Charter Township of Union Payroll |
|--|

CHECK DATE: September 29, 2022

PPE: September 24, 2022

NOTE: PAYROLL TRANSFER NEEDED

| | |
|--|---------------------|
| General Fund | \$ 31,068.35 |
| Fire Fund | |
| EDDA | |
| WDDA | |
| Sewer Fund | 23,226.69 |
| Water Fund | 19,871.93 |
| Total To Transfer from Pooled Savings | \$ 74,166.97 |

NOTE: CHECK TOTAL FOR TRANSFER

| | |
|---|---------------------|
| BS&A Gross Payroll | \$ 63,875.30 |
| Employer Share Medicare | 918.09 |
| Employer Share SS | 3,925.66 |
| SUI | 11.48 |
| Pension-Employer Portion | 5,008.31 |
| Workers' Comp | 428.13 |
| Life/LTD | - |
| Dental | - |
| Health Care | - |
| Vision | - |
| Vision Contribution | - |
| Health Care Contribution | - |
| Flex Administrators | - |
| Cobra/Flex Administration | - |
| PCORI Fee | - |
| Total Transfer to Payroll Checking | \$ 74,166.97 |

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

CONFIRMATION NUMBER: _____ **DATE:** _____

ACH NUMBER: _____ **TIME:** _____

CHARTER TOWNSHIP OF UNION MEETING PAY REQUEST FORM

(See Governance Policy 3.10 for additional details)

BOARD MEMBER: Bill Hauk

MONTH, YEAR: August / September 2022

| Date MM/DD | Meeting | Time Attended | | Total |
|---------------|------------------------|---------------|--------------|-------------------|
| | | 1 hr or less | More than Hr | |
| 8-11 | ICRC | | X | 75. ⁰⁰ |
| 8-25 | ICRC | X | | 50. ⁰⁰ |
| 9-8 | ICRC | | X | 75. ⁰⁰ |
| 9-21 | Council of Governments | | X | 75. ⁰⁰ |
| 9-22 | ICRC | | X | 75. ⁰⁰ |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature: Bill Hauk

Date: 9-29-22

1. This form is to be filled out by the board member at the conclusion of each calendar month. Request forms should be sent to the Finance Department. Following approval by the Board of Trustees, the meetings will be paid in the next payroll run.
2. Only list those meetings that you have attended. For extra meetings that a member of the Board of Trustees attends and are eligible for "meeting pay", \$50 will be paid for meetings that are 1 hour or less and \$75 for meetings over 1 hour. The meeting pay request form must be filled out with the date of the meeting, the name of the meeting attended, the length of the meeting and the pay requested for each meeting.
3. The Township Supervisor, Clerk, and Treasurer shall not receive any meeting pay for attending meetings during regular township business hours of Monday through Friday 8:30 am to 4:30 pm.



Union Township Report-1

Date: Tuesday, October 4, 2022



Alarm Date between 2022-09-05 and 2022-10-02

| District | NFIRS Number | Alarm Date | Incident Type Code | Incident Type | Apparatus Name | Personnel Count | Alarms |
|----------------|--------------|------------------------|--------------------|--|----------------|--------------------|--------|
| Union Township | 0000717 | | | | | | |
| | | 9/5/2022 5:23:57 PM | 651 | Smoke scare, odor of smoke | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000719 | | | | | | |
| | | 9/5/2022 7:49:41 PM | 321 | EMS call, excluding vehicle accident with injury | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000721 | | | | | | |
| | | 9/7/2022 5:26:14 PM | 322 | Motor vehicle accident with injuries | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |

| | | | | | | | |
|-----------------------|----------------|-------------------------|-----|--|--------|---------------------------|---|
| Union Township | 0000729 | | | | | | |
| | | 9/10/2022 3:08:59 PM | 324 | Motor vehicle accident with no injuries. | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000734 | | | | | | |
| | | 9/12/2022 3:54:41 PM | 311 | Medical assist, assist EMS crew | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000736 | | | | | | |
| | | 9/13/2022 4:25:00 PM | 311 | Medical assist, assist EMS crew | ENG 31 | 2 | 2 |
| | | 9/13/2022 4:25:00 PM | 311 | Medical assist, assist EMS crew | POV | 5 | 2 |
| | | | | | | Total Responding 7 | |
| Union Township | 0000742 | | | | | | |

| | | | | | | | |
|---------------------------|----------------|--------------------------|-----|---|--------------------|-------------------------------|---|
| | | 9/16/2022 1:49:06 AM | 321 | EMS call, excluding vehicle accident with injury | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000745 | | | | | | |
| | | 9/16/2022 10:18:33 AM | 113 | Cooking fire, confined to container | ENG 31 | 2 | 3 |
| | | 9/16/2022 10:18:33 AM | 113 | Cooking fire, confined to container | C 31 | 1 | 3 |
| | | 9/16/2022 10:18:33 AM | 113 | Cooking fire, confined to container | POV | 4 | 3 |
| | | 9/16/2022 10:18:33 AM | 113 | Cooking fire, confined to container | Assistant Chief | 1 | 3 |
| | | | | | | Total Responding 8 | |
| Union Township | 0000747 | | | | | | |
| | | 9/17/2022 11:26:39 PM | 321 | EMS call, excluding vehicle accident with injury | ENG 31 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000749 | | | | | | |

| | | | | | | | |
|---------------------------|----------------|-------------------------|-----|---|--------|-------------------------------|---|
| | | 9/19/2022 9:59:14 AM | 733 | Smoke detector activation due to malfunction | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000750 | | | | | | |
| | | 9/19/2022 1:51:44 PM | 321 | EMS call, excluding vehicle accident with injury | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000751 | | | | | | |
| | | 9/19/2022 9:35:04 PM | 311 | Medical assist, assist EMS crew | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000754 | | | | | | |
| | | 9/20/2022 3:18:03 PM | 322 | Motor vehicle accident with injuries | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| | | | | | | | |

| | | | | | | | |
|-----------------------|----------------|--------------------------|-----|--|--------|----------------------------|---|
| Union Township | 0000755 | | | | | | |
| | | 9/21/2022 9:05:09 AM | 440 | Electrical wiring/equipment problem, other | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000757 | | | | | | |
| | | 9/21/2022 10:36:48 AM | 321 | EMS call, excluding vehicle accident with injury | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000761 | | | | | | |
| | | 9/23/2022 5:49:02 PM | 322 | Motor vehicle accident with injuries | ENG 32 | 11 | 4 |
| | | | | | | Total Responding 11 | |
| Union Township | 0000762 | | | | | | |
| | | 9/23/2022 9:38:10 PM | 321 | EMS call, excluding vehicle accident with injury | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |

| | | | | | | | |
|-----------------------|----------------|--------------------------|-----|---|--------|-------------------------------|---|
| Union Township | 0000763 | | | | | | |
| | | 9/24/2022 6:55:31 AM | 743 | Smoke detector activation, no fire - unintentional | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000764 | | | | | | |
| | | 9/24/2022 9:19:13 AM | 744 | Detector activation, no fire - unintentional | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000767 | | | | | | |
| | | 9/25/2022 10:23:47 AM | 321 | EMS call, excluding vehicle accident with injury | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000768 | | | | | | |
| | | 9/25/2022 12:21:47 PM | 311 | Medical assist, assist EMS crew | ENG 32 | 2 | 1 |

| | | | | | | | |
|---------------------------|----------------|-------------------------|-----|---|-----------|-------------------------------|---|
| | | | | | | Total Responding 2 | |
| Union Township | 0000769 | | | | | | |
| | | 9/25/2022 6:18:14 PM | 611 | Dispatched & canceled en route | ENG 32 | 2 | 1 |
| | | 9/25/2022 6:18:14 PM | 611 | Dispatched & canceled en route | Rescue 31 | 1 | 1 |
| | | | | | | Total Responding 3 | |
| Union Township | 0000771 | | | | | | |
| | | 9/26/2022 2:26:28 AM | 611 | Dispatched & canceled en route | ENG 32 | 3 | 1 |
| | | | | | | Total Responding 3 | |
| Union Township | 0000776 | | | | | | |
| | | 9/27/2022 1:59:13 PM | 440 | Electrical wiring/equipment problem, other | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| | | | | | | | |

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|-----------------------|----------------|--------------------------|-----|--|--------|---------------------------|---|
| Union Township | 0000779 | | | | | | |
| | | 9/27/2022 7:35:18 PM | 324 | Motor vehicle accident with no injuries. | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000780 | | | | | | |
| | | 9/27/2022 8:02:57 PM | 321 | EMS call, excluding vehicle accident with injury | ENG 33 | 1 | 1 |
| | | | | | | Total Responding 1 | |
| Union Township | 0000782 | | | | | | |
| | | 9/28/2022 7:14:51 AM | 440 | Electrical wiring/equipment problem, other | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000788 | | | | | | |
| | | 9/29/2022 10:31:00 PM | 733 | Smoke detector activation due to malfunction | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |

| | | | | | | | |
|-----------------------|----------------------|-------------------------|-----|--|--------|----------------------------|---|
| Union Township | 0000790 | | | | | | |
| | | 9/30/2022 1:36:15 PM | 745 | Alarm system activation, no fire - unintentional | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| Union Township | 0000795 | | | | | | |
| | | 10/1/2022 1:10:55 AM | 321 | EMS call, excluding vehicle accident with injury | ENG 32 | 2 | 1 |
| | | | | | | Total Responding 2 | |
| | Total Runs 30 | | | | | Total Responding 81 | |

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All

Highlighted Yellow Indicates an Emergency Call

Charter Township of Union



To: Township Board of Trustees
From: Mark Stuhldreher, Township Manager
Subject: Policy Governance Review
Date: October 2022

Policy Review: 2.10 - Communications and Support to the Board
Type of Review: Internal
Review Interval: Annual
Review Month: September 2022

Policy Wording

The Township Manager shall not permit the board to be uninformed or unsupported in its work.

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

2.10.1 Neglect to submit monitoring data required by the board (see policy on Monitoring Township Manager Performance) in a timely, accurate and understandable fashion, directly addressing provisions of board policies being monitored.

2.10.2 Let the board be unaware of relevant trends, anticipated adverse media coverage, threatened, or pending lawsuits, collective bargaining strategies, significant external and internal situations, particularly changes in the assumptions upon which any board policy or decision has previously been established.

2.10.3 Fail to advise the board if, in the Township Manager's opinion, the board is not in compliance with its own policies on Governance Process and Board-Township Management Linkage, particularly in the case of board behavior which is detrimental to the work relationship between the board and the Township Manager.

2.10.4 Fail to marshal for the board as many staff and external points of view, issues and options as needed for fully informed board choices.

2.10.5 Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and everything else for information only.

2.10.6 Fail to provide a mechanism for official board, officer, or committee communications.

2.10.7 Fail to deal with the board as a whole except when (a) fulfilling individual requests for information or (b) responding to officers or committees duly charged by the board.

2.10.8 Fail to report in a timely manner an actual or anticipated noncompliance with any policy of the board.

2.10.9 Fail to supply for the consent agenda all items delegated to the Township Manager yet required by law or contract to be board approved, along with the monitoring assurance pertaining thereto.

2.10.10 Fail to provide monthly financial statements to keep the Board informed, as well as quarterly ROI report on water and sewer usage.

Manager Interpretation

The Township Manager interprets this policy to mean the Board of Trustees in its entirety, shall be made aware of any material information that would impact the policy making role of the board. The manager shall also gather all relevant information and present it to the board in a concise way that will assist the board in its policy making capacity. The manager shall prepare and submit monitoring reports according to the approved schedule and include data that the board deems important. The manager shall also advise the board if, in the manager's opinion, the board is not in compliance with its own governance process.

Justification for reasonability

The Township Manager has determined that the interpretation is reasonable based on the wording reflected in the policy itself.

Data

- Monitoring reports are presented timely as called for in the Governing Policy schedule
- The Manager's Monthly Activity report keeps the board timely informed of operational activities, upcoming agenda items and other information of interest
- The consent portion of the meeting agenda is utilized to allow more time during a business meeting for the board to focus on policy level matters
- Study sessions were held to bring external input in the area of water/wastewater utility financing principles
- The Board received communication to assist with compliance relative to the Open Meetings Act
- The Township Manager, whether by email or personal conversations, ensure that all members of the board are kept up to date concerning potentially high-profile matters or potential adverse actions concerning the township. It is acknowledged that this activity can always be improved upon. Examples over the past year include:
 - The Board received updates and input was sought on relevant COVID response related matters including changes in operations, updates on Executive Orders, activities implemented to assist business with their needs
 - The board received several communications (electronic, closed session, etc.) regarding various legal matters both from me and the township attorney as appropriate
 - The Board was informed when boil water advisories were issued.
 - Appropriate personnel matters were brought to the board's attention timely
 - Information requested during board meetings is responded to in a timely manner
 - MTA training session information is routinely provided to the board so they may increase their governance capacity and explore individual areas of interest
- The Township Manager, through the use of the Request for Board Action Memo and attached materials, provides the Board with all relevant information to assist the Board of Trustees when making purchasing decisions, approving contracts, considering amendments to ordinances, or when considering any other matter that requires Board action

Compliance

In compliance with policy as indicated. It is noted that the Monthly Activity Report needs reformatting to make it easier for the Board to separate the routine from the non-routine activities.

REQUEST FOR TOWNSHIP BOARD ACTION

| | |
|--|---|
| TO: Board of Trustees | DATE: October 5, 2022 |
| FROM: Mark Stuhldreher, Township Manager | DATE FOR BOARD CONSIDERATION: 10/12/2022 |
| ACTION REQUESTED: Consider approval of the Township Manager's Employment Agreement for calendar year 2023 | |

Current Action **X** Emergency

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

Finance Approval *MDS*

BACKGROUND INFORMATION

The Township Manager's Employment Agreement was originally approved in July 2016. Since that time, several Board approved changes have been made to salary levels, authorities, and benefits.

At the September 28, 2022, Board meeting discussions were held between the Board of Trustees and the Manager regarding compensation and benefit levels for the 2023 calendar year. At that meeting, a 1% salary increase was discussed for calendar year 2023. Also, during the meeting discussion occurred regarding the car allowance payment, a one-time payment in exchange for the elimination of the short-term disability insurance policy, and an adjustment to the payout provision of unused sick bank balances at termination should the Manager be discharged without cause. It was requested that a draft Agreement be created that incorporated this discussion for additional consideration by the Board.

To assist the Board, the existing Employment Agreement is attached with edits using the track change functionality. A clean copy is also attached.

SCOPE OF SERVICES

If approved, this Agreement will define the wage and benefits that would be applicable for calendar year 2023.

JUSTIFICATION

Annual consideration of a negotiated Employment Agreement is required by the existing Employment Agreement and by Governance Policy 4.5

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (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

Approval of this Agreement increases the Manager's annual compensation by \$1,673 or 1.55%. An additional one-time payment of \$2,000 would also be incurred in exchange for eliminating the short-term disability insurance policy provision in the existing Agreement. Finally, should the termination without cause provision be activated, a one-time payment of approximately \$14,400 for the sick bank payout provision would be incurred at the time of termination. If terminated with cause, this last provision is not applicable.

PROJECT TIME TABLE

If approved, the Employment Agreement would be effective January 1, 2023.

RESOLUTION

It is hereby resolved that the attached Employment Agreement between the Township Manager and the Charter Township of Union is approved and will be effective on January 1, 2023.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), originally made and entered into this June 8, 2016, by and between the Charter Township of Union, a municipal corporation, herein after called the "Township"

AND

Mark D. Stuhldreher, of 1820 S. Crawford Rd, Apt F6, Mt. Pleasant, Isabella County, Michigan, hereinafter called "Stuhldreher"

WITNESSETH:

WHEREAS:

Township desires to employ Stuhldreher in the management position of Township Manager under the terms of this Agreement.

Now, therefore, intending to be legally bound hereby and in consideration of mutual covenants and obligations set forth in this Agreement, the Township and Stuhldreher agree as follows:

Term

1. The Township agrees to employ Stuhldreher in the position of Township Manager, subject to the direction by and through the Township Board of Trustees ("Township Board").
2. The term of this Agreement shall be for a period from January 1, ~~2022~~2023, to December 31, ~~2022~~2023. This Agreement shall automatically be renewed on January 1st each year for successive 1-year terms unless either party provides to the other written notice of non-renewal at least 90 days before the expiration of the then current term.

Duties and Authority

1. Township agrees to employ Stuhldreher as Manager to perform the functions and duties specified in the Township Manager position description, Township's charter and/or ordinances, and the Township's Board Policy Manual, together with such other legally permissible and proper duties and functions as the Township Board from time to time may assign. Stuhldreher shall perform such functions and duties with reasonable care, diligence, skill, and expertise, and shall do so in compliance with applicable law, the Township charter,

and lawful Township directives, policies, rules, and ordinances as they exist or may hereafter be amended.

2. Stuhldreher shall be responsible to hire, supervise, direct, assign, reassign, terminate, and evaluate all Township employees in a manner consistent with applicable policies, ordinances, charter provisions, state, and federal law.
3. Stuhldreher shall be further responsible to develop and establish internal regulations, rules, and procedures which Stuhldreher deems necessary for the efficient and effective operation of the Township consistent with applicable law, the Township charter, and lawful Township directives, policies, rules, and ordinances as they exist or may hereafter be amended.
4. Stuhldreher or designee shall attend, and shall be permitted to attend, all meetings of the Township Board, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or Stuhldreher's evaluation as consistent with applicable law.
5. The Township Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Stuhldreher for study and/or appropriate action.

Compensation

1. Base Salary: Township agrees to pay Stuhldreher an annual base salary of ~~\$107,377~~108,450 payable in biweekly installments in accordance with Township's customary payroll practices.
- ~~1.2.~~2. Stuhldreher shall receive a one-time payment of \$2,000.00 to compensate for elimination of short-term disability insurance policy
- ~~2.3.~~3. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
- ~~3.4.~~4. In addition, consideration shall be given on an annual basis to an increase in compensation. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Health, Disability and Life Insurance Benefits

1. Township agrees to provide and to pay the premiums for health, hospitalization, surgical, dental, and comprehensive medical insurance for Stuhldreher and his dependents, at a minimum, equal to that which is provided to all other employees of the Township. Vision coverage is also available at Stuhldreher's expense.
2. Township offers a Section 125 health flexible spending account (FSA) which can be elected by Stuhldreher on an annual calendar year basis.
3. Township agrees to put into force and to make required premium payments for long term disability coverage for Stuhldreher.
4. ~~Township agrees to put into force and to make required premium payments for short term disability coverage for Stuhldreher.~~
5. Township shall pay the amount of premium due for term life insurance in the amount of \$40,000 including an accidental death & dismemberment policy in the amount of \$40,000.

Vacation, Sick and Personal Leave

1. Upon commencing employment, Stuhldreher shall be credited with 40 accrued sick leave hours and 80 accrued vacation leave hours. In addition, Stuhldreher shall accrue 80 hours of sick leave, 16 hours of personal leave and 200 hours of vacation leave on an annual basis each January 1st, beginning January 1, 2017.
2. The maximum vacation leave that may be rolled over from one calendar year to the next is 280 hours. The maximum sick leave that may be rolled over from one calendar year to the next is 480 hours. There shall be no rollover of personal leave from one calendar year to the next.
 - a. Except as otherwise provided in this Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily, Stuhldreher shall be compensated for all accrued, unused, vacation and personal leave.
 - ~~a.~~ b. Except as otherwise provided in the Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily without cause, Stuhldreher shall ~~not~~ be entitled to be compensated for one-half of accrued, unused, sick leave.

Retirement

1. Township agrees to enroll Stuhldreher in the MERS defined contribution retirement system and to make all the appropriate contributions on Stuhldreher's behalf.
2. Township offers a qualified 401(a) defined contribution plan to which Township shall contribute 9% of compensation annually. The 401(a) plan is established as an employer paid plan with non-discretionary contributions by Township and Stuhldreher shall have no right to receive such contributions in cash. The 401(a) plan has been established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the Internal Revenue Code and Stuhldreher shall make the sole determination as to how the funds are invested. Stuhldreher shall be required to contribute 2.5% of base salary annually on a pre-tax basis as a condition of participation.
3. In addition to Township's payment to the MERS retirement system referenced above, Township agrees to execute and keep in force all necessary agreements provided by MERS Section 457 deferred compensation plan for Stuhldreher's participation in said supplementary retirement plan.

General Business Expenses

1. Township agrees to pay a ~~\$250.00~~300.00/month car allowance
2. Township agrees to budget and pay for reasonable professional dues and subscriptions of Stuhldreher reasonably necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Stuhldreher's continued professional participation, growth, and advancement, and for the good of Township.
3. Township agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for professional and official travel, meetings, and occasions to adequately continue the professional development of Stuhldreher and the necessary official functions for Township.
4. Township also agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for short courses, institutes, and seminars that are necessary for Stuhldreher's professional development and for the good of Township.
5. Township recognizes that certain expenses of a job-related nature may be incurred by Stuhldreher and agrees to reimburse or to pay said reasonable general expenses. Such expenses may include meals where Township business is being discussed or conducted and

participation in social events of various organizations when representing Township. Such expenditures are subject to annual budget constraints as well as state and Township ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

6. Recognizing the importance of constant communication and maximum productivity, Township shall provide Stuhldreher, for business and personal use, a mobile phone and tablet computer for Stuhldreher to perform his duties and to maintain communication with Township's staff and officials as well as other individuals who are doing business with Township. The equipment described herein shall remain the property of Township at all times, and upon termination or expiration of Stuhldreher's employment for any reason Stuhldreher shall immediately return the same to the Township.
7. All above referenced expenditures and reimbursements cannot exceed the annual budgeted appropriation(s) for such activities. The Township Board shall have final discretion in determining the reasonableness of any professional development activity and for making budget appropriations.

Termination

For the purposes of this agreement, Stuhldreher's employment shall terminate upon occurrence of the following:

1. The majority of the Township Board votes to terminate Stuhldreher in accordance with the Union Township Board Policy Manual at a properly posted and duly authorized public meeting, with or without cause.
2. Stuhldreher may voluntarily resign from his employment at any time and for any reason. In the event that Stuhldreher voluntarily resigns his position with Township, Stuhldreher shall provide a minimum of 30 calendar days written notice unless Township and Stuhldreher agree otherwise. If Stuhldreher provides less than said 30 calendar days written notice without the parties' agreement to the contrary, he shall not be entitled to any payment for unused annual vacation, [sick](#) and personal leave unless the parties otherwise agree in writing. The written resignation must be filed with the Township Board.
3. Breach of contract declared by either party and the breaching party fails to cure such breach within 30 days of written notice thereof provided by the non-breaching party. Stuhldreher shall not be entitled to any payment for accrued, unused, annual vacation, [sick](#) and personal leave if the Township Board terminates his employment for cause as defined as (1) a

conviction for embezzlement of Township funds; (2) violation of the Township charter, Township ordinances, or other law regarding public officers; (3) a violation of this Agreement; (4) conviction of a felony; (5) conviction of a misdemeanor resulting in a term of incarceration; (6) conviction of any crime involving moral turpitude; intentional insubordination regarding a directive legally approved by the Township Board; or (7) repeated tardiness or poor attendance for reasons other than his health or family emergency.

4. Should the Township terminate Stuhldreher's employment without cause prior to the completion of a contract term, he shall be entitled to a severance payment equal to 1.5 months of pay and benefits for each year worked up to a maximum of 12 months of his then current rate of pay and benefits; and shall be entitled to receive accrued, unused vacation, personal and one-half sick leave, bank balances at his then current rate of pay.

Performance Evaluation

Township shall annually review the performance of Stuhldreher in August each year, subject to a process, form, criteria, and format for the evaluation per the Union Township Board Policy Manual Section 4.4. Upon Stuhldreher's request, the evaluation of Stuhldreher shall be conducted in closed session in accordance with applicable state law. Nothing herein shall prohibit Township or Stuhldreher from sharing the content of Stuhldreher's evaluation with their respective legal counsel.

Hours of Work

It is recognized that Stuhldreher must devote a great deal of time outside the normal office hours on business for Township, and to that end Stuhldreher shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of Township and shall allow Stuhldreher to faithfully perform his assigned duties and responsibilities.

Ethical Commitments

Stuhldreher will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Stuhldreher shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fund raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Township shall support Stuhldreher in keeping these commitments by refraining from any order, direction or request that would require Stuhldreher to violate the ICMA Code of Ethics. Specifically, neither the Township Board nor any individual member thereof shall request Stuhldreher to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Outside Activities

The employment provided for by the Agreement shall be Stuhldreher's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Township and the community, Stuhldreher may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference nor a conflict of interest with his or her responsibilities under this Agreement.

Moving and Relocation Expenses

~~Township shall provide to Stuhldreher reimbursement of actual direct moving expenses up to Two Thousand and 00/100 Dollars (\$2,000.00). Stuhldreher shall provide Township with copies of receipts, invoices, or other documentation in support of expenses incurred.~~

Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

(a) EMPLOYER: Charter Township of Union

2010 S. Lincoln Rd.

Mount Pleasant, MI 48858

(b) EMPLOYEE: Mark D. Stuhldreher

1820 S. Crawford Apt F6

Mt. Pleasant, MI 48858

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

General Provisions

Integration. This Agreement sets forth and establishes the entire understanding between Township and Stuhldreher relating to the employment of Stuhldreher by Township. Any prior discussions or representations by or between Township and Stuhldreher are merged into and rendered null and void by this Agreement. Township and Stuhldreher by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

Binding Effect. This Agreement shall be binding on Township and Stuhldreher as well as their respective heirs, assigns, executors, personal representatives, and successors in interest.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Township and Stuhldreher subsequent to the expungement or judicial modification of the invalid provision.

Conflict. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Township's ordinance or Township's rules and regulations, or any state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Township's ordinances, or Township's rules and regulations or any such law during the term of this Agreement.

Indemnification and Defense. Beyond that required under Federal, State or Local Law, Township shall defend, save harmless and indemnify Stuhldreher against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stuhldreher's duties as Township Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Stuhldreher may request and the Township shall not unreasonably refuse to provide legal representation at Township's expense. Legal representation, provided by Township for Stuhldreher, shall extend until a final determination of the legal action including any appeals brought by either party. The

Township shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Township in order for indemnification, as provided in this Section, to be available. Further, Township agrees to pay all reasonable litigation expenses of Stuhldreher throughout the pendency of any litigation to which he is a party, witness, or advisor to the Township. Such expense payments shall continue beyond Stuhldreher's service to the Township as long as litigation is pending. Further, Township agrees to pay Stuhldreher reasonable consulting fees and travel expenses when Stuhldreher serves as a witness, advisor, or consultant to Township regarding pending litigation for any period of time post-employment.

Charter Township of Union

By: _____

Township Board Representative

Executed this date _____

Employee

By: _____

Township Manager

Executed this date _____

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), originally made and entered into this June 8, 2016, by and between the Charter Township of Union, a municipal corporation, herein after called the "Township"

AND

Mark D. Stuhldreher, of 1820 S. Crawford Rd, Apt F6, Mt. Pleasant, Isabella County, Michigan, hereinafter called "Stuhldreher"

WITNESSETH:

WHEREAS:

Township desires to employ Stuhldreher in the management position of Township Manager under the terms of this Agreement.

Now, therefore, intending to be legally bound hereby and in consideration of mutual covenants and obligations set forth in this Agreement, the Township and Stuhldreher agree as follows:

Term

1. The Township agrees to employ Stuhldreher in the position of Township Manager, subject to the direction by and through the Township Board of Trustees ("Township Board").
2. The term of this Agreement shall be for a period from January 1, 2023, to December 31, 2023. This Agreement shall automatically be renewed on January 1st each year for successive 1-year terms unless either party provides to the other written notice of non-renewal at least 90 days before the expiration of the then current term.

Duties and Authority

1. Township agrees to employ Stuhldreher as Manager to perform the functions and duties specified in the Township Manager position description, Township's charter and/or ordinances, and the Township's Board Policy Manual, together with such other legally permissible and proper duties and functions as the Township Board from time to time may assign. Stuhldreher shall perform such functions and duties with reasonable care, diligence, skill, and expertise, and shall do so in compliance with applicable law, the Township charter, and lawful Township directives, policies, rules, and ordinances as they exist or may hereafter be amended.

2. Stuhldreher shall be responsible to hire, supervise, direct, assign, reassign, terminate, and evaluate all Township employees in a manner consistent with applicable policies, ordinances, charter provisions, state, and federal law.
3. Stuhldreher shall be further responsible to develop and establish internal regulations, rules, and procedures which Stuhldreher deems necessary for the efficient and effective operation of the Township consistent with applicable law, the Township charter, and lawful Township directives, policies, rules, and ordinances as they exist or may hereafter be amended.
4. Stuhldreher or designee shall attend, and shall be permitted to attend, all meetings of the Township Board, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or Stuhldreher's evaluation as consistent with applicable law.
5. The Township Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Stuhldreher for study and/or appropriate action.

Compensation

1. Base Salary: Township agrees to pay Stuhldreher an annual base salary of \$108,450 payable in biweekly installments in accordance with Township's customary payroll practices.
2. Stuhldreher shall receive a on-time payment of \$2,000.00 to compensate for elimination of short-term disability insurance policy
3. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
4. In addition, consideration shall be given on an annual basis to an increase in compensation. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Health, Disability and Life Insurance Benefits

1. Township agrees to provide and to pay the premiums for health, hospitalization, surgical, dental, and comprehensive medical insurance for Stuhldreher and his dependents, at a minimum, equal to that which is provided to all other employees of the Township. Vision coverage is also available at Stuhldreher's expense.

2. Township offers a Section 125 health flexible spending account (FSA) which can be elected by Stuhldreher on an annual calendar year basis.
3. Township agrees to put into force and to make required premium payments for long term disability coverage for Stuhldreher.
4. Township shall pay the amount of premium due for term life insurance in the amount of \$40,000 including an accidental death & dismemberment policy in the amount of \$40,000.

Vacation, Sick and Personal Leave

1. Upon commencing employment, Stuhldreher shall be credited with 40 accrued sick leave hours and 80 accrued vacation leave hours. In addition, Stuhldreher shall accrue 80 hours of sick leave, 16 hours of personal leave and 200 hours of vacation leave on an annual basis each January 1st, beginning January 1, 2017.
2. The maximum vacation leave that may be rolled over from one calendar year to the next is 280 hours. The maximum sick leave that may be rolled over from one calendar year to the next is 480 hours. There shall be no rollover of personal leave from one calendar year to the next.
 - a. Except as otherwise provided in this Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily, Stuhldreher shall be compensated for all accrued, unused, vacation and personal leave.
 - b. Except as otherwise provided in the Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily without cause, Stuhldreher shall be compensated for on-half of accrued, unused, sick leave.

Retirement

1. Township agrees to enroll Stuhldreher in the MERS defined contribution retirement system and to make all the appropriate contributions on Stuhldreher's behalf.
2. Township offers a qualified 401(a) defined contribution plan to which Township shall contribute 9% of compensation annually. The 401(a) plan is established as an employer paid plan with non-discretionary contributions by Township and Stuhldreher shall have no right to receive such contributions in cash. The 401(a) plan has been established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the Internal Revenue Code and Stuhldreher shall make the sole determination as to how the funds are invested.

Stuhldreher shall be required to contribute 2.5% of base salary annually on a pre-tax basis as a condition of participation.

3. In addition to Township's payment to the MERS retirement system referenced above, Township agrees to execute and keep in force all necessary agreements provided by MERS Section 457 deferred compensation plan for Stuhldreher's participation in said supplementary retirement plan.

General Business Expenses

1. Township agrees to pay a \$300.00/month car allowance
2. Township agrees to budget and pay for reasonable professional dues and subscriptions of Stuhldreher reasonably necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Stuhldreher's continued professional participation, growth, and advancement, and for the good of Township.
3. Township agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for professional and official travel, meetings, and occasions to adequately continue the professional development of Stuhldreher and the necessary official functions for Township.
4. Township also agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for short courses, institutes, and seminars that are necessary for Stuhldreher's professional development and for the good of Township.
5. Township recognizes that certain expenses of a job-related nature may be incurred by Stuhldreher and agrees to reimburse or to pay said reasonable general expenses. Such expenses may include meals where Township business is being discussed or conducted and participation in social events of various organizations when representing Township. Such expenditures are subject to annual budget constraints as well as state and Township ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
6. Recognizing the importance of constant communication and maximum productivity, Township shall provide Stuhldreher, for business and personal use, a mobile phone and tablet computer for Stuhldreher to perform his duties and to maintain communication with Township's staff and officials as well as other individuals who are doing business with Township. The equipment described herein shall remain the property of Township at all

times, and upon termination or expiration of Stuhldreher's employment for any reason Stuhldreher shall immediately return the same to the Township.

7. All above referenced expenditures and reimbursements cannot exceed the annual budgeted appropriation(s) for such activities. The Township Board shall have final discretion in determining the reasonableness of any professional development activity and for making budget appropriations.

Termination

For the purposes of this agreement, Stuhldreher's employment shall terminate upon occurrence of the following:

1. The majority of the Township Board votes to terminate Stuhldreher in accordance with the Union Township Board Policy Manual at a properly posted and duly authorized public meeting, with or without cause.
2. Stuhldreher may voluntarily resign from his employment at any time and for any reason. In the event that Stuhldreher voluntarily resigns his position with Township, Stuhldreher shall provide a minimum of 30 calendar days written notice unless Township and Stuhldreher agree otherwise. If Stuhldreher provides less than said 30 calendar days written notice without the parties' agreement to the contrary, he shall not be entitled to any payment for unused annual vacation, sick and personal leave unless the parties otherwise agree in writing. The written resignation must be filed with the Township Board.
3. Breach of contract declared by either party and the breaching party fails to cure such breach within 30 days of written notice thereof provided by the non-breaching party. Stuhldreher shall not be entitled to any payment for accrued, unused, annual vacation, sick and personal leave if the Township Board terminates his employment for cause as defined as (1) a conviction for embezzlement of Township funds; (2) violation of the Township charter, Township ordinances, or other law regarding public officers; (3) a violation of this Agreement; (4) conviction of a felony; (5) conviction of a misdemeanor resulting in a term of incarceration; (6) conviction of any crime involving moral turpitude; intentional insubordination regarding a directive legally approved by the Township Board; or (7) repeated tardiness or poor attendance for reasons other than his health or family emergency.
4. Should the Township terminate Stuhldreher's employment without cause prior to the completion of a contract term, he shall be entitled to a severance payment equal to 1.5 months of pay and benefits for each year worked up to a maximum of 12 months of his then

current rate of pay and benefits and shall be entitled to receive accrued, unused vacation, personal and one-half sick leave, bank balances at his then current rate of pay.

Performance Evaluation

Township shall annually review the performance of Stuhldreher in August each year, subject to a process, form, criteria, and format for the evaluation per the Union Township Board Policy Manual Section 4.4. Upon Stuhldreher's request, the evaluation of Stuhldreher shall be conducted in closed session in accordance with applicable state law. Nothing herein shall prohibit Township or Stuhldreher from sharing the content of Stuhldreher's evaluation with their respective legal counsel.

Hours of Work

It is recognized that Stuhldreher must devote a great deal of time outside the normal office hours on business for Township, and to that end Stuhldreher shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of Township and shall allow Stuhldreher to faithfully perform his assigned duties and responsibilities.

Ethical Commitments

Stuhldreher will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Stuhldreher shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fund raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Township shall support Stuhldreher in keeping these commitments by refraining from any order, direction or request that would require Stuhldreher to violate the ICMA Code of Ethics. Specifically, neither the Township Board nor any individual member thereof shall request Stuhldreher to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Outside Activities

The employment provided for by the Agreement shall be Stuhldreher's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Township and the community, Stuhldreher may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference nor a conflict of interest with his or her responsibilities under this Agreement.

Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

(a) EMPLOYER: Charter Township of Union

2010 S. Lincoln Rd.

Mount Pleasant, MI 48858

(b) EMPLOYEE: Mark D. Stuhldreher

1820 S. Crawford Apt F6

Mt. Pleasant, MI 48858

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

General Provisions

Integration. This Agreement sets forth and establishes the entire understanding between Township and Stuhldreher relating to the employment of Stuhldreher by Township. Any prior discussions or representations by or between Township and Stuhldreher are merged into and rendered null and void by this Agreement. Township and Stuhldreher by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

Binding Effect. This Agreement shall be binding on Township and Stuhldreher as well as their respective heirs, assigns, executors, personal representatives, and successors in interest.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be

invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Township and Stuhldreher subsequent to the expungement or judicial modification of the invalid provision.

Conflict. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Township's ordinance or Township's rules and regulations, or any state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Township's ordinances, or Township's rules and regulations or any such law during the term of this Agreement.

Indemnification and Defense. Beyond that required under Federal, State or Local Law, Township shall defend, save harmless and indemnify Stuhldreher against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stuhldreher's duties as Township Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Stuhldreher may request and the Township shall not unreasonably refuse to provide legal representation at Township's expense. Legal representation, provided by Township for Stuhldreher, shall extend until a final determination of the legal action including any appeals brought by either party. The Township shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Township in order for indemnification, as provided in this Section, to be available. Further, Township agrees to pay all reasonable litigation expenses of Stuhldreher throughout the pendency of any litigation to which he is a party, witness, or advisor to the Township. Such expense payments shall continue beyond Stuhldreher's service to the Township as long as litigation is pending. Further, Township agrees to pay Stuhldreher reasonable consulting fees and travel expenses when Stuhldreher serves as a witness, advisor, or consultant to Township regarding pending litigation for any period of time post-employment.

Charter Township of Union

By: _____

Township Board Representative

Executed this date _____

Employee

By: _____

Township Manager

Executed this date _____