



BOARD OF TRUSTEES
Regular Meeting
November 8, 2023
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
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – October 25, 2023 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. Phase 1 Topographic Survey and Base Mapping Contract with Gourdie Frasier
 - H. Public Act 152 (Publicly Funded Health Insurance Contribution Act) Exemption Cost Sharing Resolution
11. NEW BUSINESS
 - A. Discussion/Action: (Stuhldreher) Resolution to set a Public Hearing for the FY 2024 Budget Recommendations
 - B. Discussion/Action: (Board of Trustees) Consider approval of the 2024 Township Manager Employment Agreement
 - C. Discussion/Action: (Board of Trustees) FY 2024 Recommended Budget 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	Squatrito	2/15/2026
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	Nivia	McDonald	2/15/2026
9	Jessica	Lapp	2/15/2026
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Liz	Presnell	12/31/2025
2 -Vice Chair	Richard	Barz	12/31/2025
3- PC Rep	Ryan	Buckley	2/15/2025
4 -	Vacant		12/31/2023
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2 (BOT Repesantive)	Jeff	Brown	11/20/2024
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Bryan	Neyer	12/31/2024
Alt #1	Randy	Golden	12/31/2024
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
*Term begins 1/1/2024	William	Gallaher	12/31/2025
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2024
2	John	Dinse	12/31/2025
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2027
2	Lynn	Laskowsky	12/31/2025



Board Expiration Dates

EDA Board Members (9 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-Chair	Thomas	Kequom	4/14/2027
2-VC/BOT Rep	Bryan	Mielke	11/20/2024
3	James	Zalud	4/14/2027
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2027
6	Marty	Figg	6/22/2026
7	Sarvjit	Chowdhary	6/22/2027
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	12/31/2025
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2025
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	vacant seat		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	12/31/2025
1-Union Township	Stan	Shingles	12/31/2026
2-Union Township	Allison	Chiodini	12/31/2025
1-Mt. Pleasant Schools	Lisa	Diaz	12/31/2024
1-Member at Large	Mark	Stansberry	2/14/2025
2- Member at Large	Michael	Huenemann	2/14/2025

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: David D. Coyne Date: 11/1/23

Address: 1368 N. Harris St

Phone (home) _____ (cell) (919) 330 2984 (work) _____

Email: david.d.coyne@gmail.com

Occupation: Retired

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

EDA Must meet one of the following qualifications:
 Property owner in East or West DDA
 Resident in Union Township

OTHER *Specify Board: _____

Please state reason for interest in above board:

would like to help Union Township any way I can

Other information that you feel would be useful in your application review (i.e., past experience, past board membership, etc. A resume is encouraged with the application):

ZBA Board now. I've lived in Union Township for over 30 years.

Signature: David D. Coyne Date: 11/1/23

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: SARVJIT CHOWDHARY Date: 5/16/23
Address: 774 SIDNERIDGE DRIVE
Phone (home) (989) 779-2900 (cell) (989) 400-2688 (work) _____
Email: savichowdhary@yahoo.com
Occupation: Retired

Please select the board you are applying for:

- Zoning Board of Appeals Must be a Union Township Resident
- Board of Review Must be a Union Township Resident
- Planning Commission Must be a Union Township Resident
- EDA Must meet one of the following qualifications:
 - Property owner in East or West DDA
 - Resident in Union Township

OTHER *Specify Board: ZONING Board of Appeal

Please state reason for interest in above board:

I am interested in this position. I want to
involved with this position

Other information that you feel would be useful in your application review (i.e., past experience, past board membership, etc. A resume is encouraged with the application):

AS I am involved with other Boards of
the Union T/ship and want to serve This Board Also

Signature: [Signature] Date: 5/16/23

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: Joseph Schefer Date: 11-3-23
Address: 1596 Belmont Dr MT Pleasant
Phone (home) 9 (cell) 989 330 0124 (work) _____
Email: JSchefer2@yahoo.com
Occupation: Self

Please select the board you are applying for:

- ~~Zoning Board of Appeals~~ Must be a Union Township Resident
- Board of Review Must be a Union Township Resident
- Planning Commission Must be a Union Township Resident
- EDA Must meet one of the following qualifications:
 - Property owner in East or West DDA
 - Resident in Union Township

OTHER *Specify Board: CBA

Please state reason for interest in above board:

Larry

Other information that you feel would be useful in your application review (i.e., past experience, past board membership, etc. A resume is encouraged with the application):

Signature: [Signature] Date: 11-3-23

2023 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 October 25, 2023, at 7:00 p.m. at the Union Township Hall.

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

Bills moved **Smith** supported to appoint Kimberly Rice as acting clerk in the absence of Clerk Cody.
Vote: Ayes: 6 Nays: 0. Motion carried.

Roll Call

Present:

Supervisor Mielke, Treasurer Rice, Trustee Bills, Trustee Brown, Trustee Smith, and Trustee Thering

Excused:

Clerk Cody

Approval of Agenda

Smith moved **Bills** supported to approve the agenda with an amendment to add item D “Consider a resolution to oppose legislation to preempt local control for the siting and permitting of utility-scale renewable facilities including solar, wind and large scale battery storage facilities” under New Business. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Presentation

- a. Kim Smith, Public Services Director and Jennifer Graham, Gourdie Fraser Project Engineer, gave an update on the Clean Water Revolving Fund (CWRF) and Drinking Water Revolving Fund (DWRF) Project Plan Application.
- b. Mark Stuhldreher, Township Manager, gave a presentation on the Manager FY 2024 Budget Recommendations.

Public Hearing

Public Comment

Open: 8:05 p.m.

Lori Rogers, 2248 Cornerstone Dr., is interested in getting involved with the Township.

Closed: 8:06 p.m.

Reports/Board Comments

A. Current List of Boards and Commissions – Appointments as needed.

1. Appointment to the Hannah’s Bark Park Advisory Board for a 2-year term

Bills moved **Brown** supported to reappoint John Dinse for a 2-year term to the Hannah’s Bark Park Advisory Board with a term ending 12/31/2025. **Vote: Ayes: 6 Nays: 0. Motion carried.**

2. Appointment to the Construction Board of Appeals for a 2-year term

Bills moved **Smith** supported to appoint William Gallaher for a 2-year term to the Construction Board of Appeals with a term ending 12/31/2025. **Vote: Ayes: 6 Nays: 0. Motion carried.**

3. Appointment to the Mid-Michigan Aquatic Recreational Authority for a 3-year term

Bills moved **Brown** supported to reappoint Stan Shingles for a 3-year term to the Mid-Michigan Aquatic Recreational Authority with a term ending 12/31/2026. **Vote: Ayes: 6 Nays: 0. Motion carried.**

B. October Monthly Activity Report

C. Planning Commission, EDA, and ZBA updates by Community and Economic Development Director

D. Board Member Reports

Bills – Updated that the Isabella Board of Commission meetings will be held at the Commission on Aging for the foreseeable future due to the County Building being closed.

Rice – gave an update on the October 25th Tax Production Meeting.

Consent Agenda

- A. Communications
- B. Minutes – October 11, 2023 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

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

New Business

A. Discussion/Action: (Teall) Certify Delinquent Special Assessments from McGuirk Subdivision and Carriage Hill Estates.

Brown moved **Smith** supported to certify Delinquent Special Assessments from both the McGuirk and Carriage Lane Paving Special Assessment Rolls in order to place said delinquencies on the winter tax bill as allowed under State of Michigan Public Act 188 of 1954. **Roll Call Vote: Ayes: Mielke, Rice, Bills, Brown, Smith, and Thering. Nays: 0. Motion carried.**

B. Discussion/Action: (Teall) Policy Governance 2.5 Financial Condition and Activities

Discussion by the Board

C. Discussion/Action: (Board of Trustees) Policy Governance 4.3 Delegation to the Township Manager & Management Team

Discussion by the Board.

D. Discussion/Action: (Board of Trustees) Consideration a resolution to oppose legislation to preempt local control for the siting and permitting of utility -scale renewable facilities including solar, wind and large-scale battery storage facilities

Smith moved **Bills** supported to adopt the resolution as presented with an addition to add the specific Senate and House bill numbers in the resolution and to send it off immediately to the appropriate House and Senate committees and the Governor’s office. **Roll Call Vote: Ayes: Mielke, Rice, Bills, Brown, Smith, and Thering. Nays: 0. Motion carried.**

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 8:55 p.m.

No comments were offered

Closed: 8:55 p.m.

MANAGER COMMENTS

- Thanked Director Smith and her team for their work on the grant application.

FINAL BOARD MEMBER COMMENTS

Brown – commented positively on the value that the township employees bring to the taxpayers.

Bills – Echoed Trustee Brown’s comment and kudos to all the employees. Thanked the board for their ability to work together. Commented on how she does not appreciate the way the governor is trying to push through the bill.

Smith – Agrees with all of the previous comments.

Rice – Commented on how the staff supported each other while the building clerk was on vacation and kept the township running smoothly. Our employees are great.

Thering – Thanked Director Smith, the staff, and Gourdie Frasier for making a huge improvement to the Township

Mielke – There is a lot of appreciation from the Board for the staff and those that manage the staff and he believes that the community would say thank you, as well. He hopes that the paper runs the story on the Drinking Water State Revolving Fund Grant Award.

ADJOURNMENT

Smith moved **Rice** supported to adjourn the meeting at 9:02 p.m. **Vote: Ayes: 6 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
11/01/2023	101	643 (E)	01233	UNITED STATES OF AMERICA	RURAL DEV I BOND PMT (92-04)	14,641.24
11/01/2023	101	644 (E)	00146	CONSUMERS ENERGY	2270 NORTHWAY DRIVE	47.18
					2055 ENTERPRISE DR.TEMP	224.41
					5525 E. REMUS RD.	86.79
					5537 E. BROADWAY RD.	171.99
					1933 S. ISABELLA RD.	749.13
					5142 BUDD ST.	206.84
					1660 BELMONT DRIVE	262.71
					2188 E. PICKARD RD.	89.96
					1776 PICKARD RD.	85.01
					1876 E. PICKARD RD.	109.57
					2180 S. LINCOLN RD.	36.57
					2010 S. LINCOLD RD.	899.37
					2495 E. DEERFIELD RD.	219.25
					2424 W. MAY ST.	738.55
					1633 S. LINCOLN RD.	204.96
					2279 S. MERIDIAN RD.	1,833.75
					5319 E. AIRPORT RD.	65.54
					4795 S. MISSION ST.	3,154.76
					4797 S. MISSION ST. BARN	369.33
					1046 S. MISSION ST.	111.38
					4822 ENCORE BLVD.	144.70
					3998 E. DEERFIELD RD.	109.87
					5369 S. CRAWFORD RD.	80.87
					3248 S. CONCOURSE DR.	186.59
					4244 E. BLUE GRASS RD.	202.77
					1605 SCULLY RD.	53.56
					5240 E. BROOMFIELD RD.	1,216.40
					900 MULBERRY LN.	71.30
					4520 E. RIVER RD.	61.95
					4511 E. RIVER RD.	13,068.00
					800 CRAIG HILL RD.	54.40
					5076 S. MISSION RD.	1,397.28
					5144 BUDD ST.	46.01
						<u>26,360.75</u>
11/01/2023	101	645 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
11/01/2023	101	646 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
11/03/2023	101	647 (E)	01105	MASTERCARD	MASTERCARD CRAWFORD	251.93
					MASTERCARD BEBOW	5,029.69
					MASTERCARD WALDRON	205.55
					MASTERCARD DEARING	934.27
					MASTERCARD MCBRIDGE	1,686.19
					MASTERCARD GALLINAT	492.35
					MASTERCARD FUSSMAN	76.43
					MASTERCARD STUHLREHER	340.58
					MASTERCARD HOHLBIEN	158.50
					MASTERCARD OCKERT	67.50
					MASTER SOMMER	221.01
					MASTERCARD PETERS	88.59
					MASTERCARD TEALL	642.82
					MASTERCARD COFFELL	011 93.09

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 10/26/2023 - 11/08/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MASTERCARD SMITH	894.85
						<u>11,183.35</u>
11/08/2023	101	24973	01476	A LOT A CLEAN	FALL TWP HALL WINDOW CLEANING	113.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24974	00020	JAMES ALWOOD	WELL LEASE SITE - OCT 2023	419.84 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24975	01703	AMAZON CAPITAL SERVICES	PHONE CASE FOR RENTAL INSPECTOR	25.74 V
				Void Reason: Voided Check Range	Void Utility	
					PRINTER CARTRIDGE FOR CLERK	223.37 V
				Void Reason: Voided Check Range	Void Utility	
						<u>249.11</u>
11/08/2023	101	24976	01893	ASPLUNDH TREE EXPERT	RENTAL DEPOSIT REFUND-JAMESON HALL	250.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24977	01600	BE GREEN LAWN SERVICES CO, INC.	WEED CONTROL @ MCDONALD PARK	3,725.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24978	01240	BRAUN KENDRICK FINKBEINER PLC	GENERAL LEGAL FEES-SEP 2023	2,167.50 V
				Void Reason: Voided Check Range	Void Utility	
					MTT-DEERFIELD VILLAGE LLC-SEP 2023	1,501.50 V
				Void Reason: Voided Check Range	Void Utility	
					MTT-UNION SQUARE APT-SEP 2023	1,501.50 V
				Void Reason: Voided Check Range	Void Utility	
						<u>5,170.50</u>
11/08/2023	101	24979	00479	CENTRAL MICHIGAN UNIVERSITY	TOWNSHIP CITIZENS SURVEY	18,010.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24980	01309	CGS, INC	CONFINED SPACE SAFETY TRAINING-9/28/2023	2,140.70 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24981	00129	CMS INTERNET, LLC	SOFTWARE-SONIC WALL RENEWAL	842.79 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24982	01626	DANNY COFFELL	MILEAGE TO JAMESON HALL/HOME 10-15-23	14.41 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24983	01826	COUNTY LINE POWER	RIVER ROAD HIGH SERVICE PUMP INSTALL-PMT	58,214.86 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24984	00155	COYNE OIL CORPORATION	FUEL FOR TOWNSHIP VEHICLES	1,223.03 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24985	01242	CULLIGAN WATER	WATER COOLER@WATER PLANT	34.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24986	01171	DBI BUSINESS INTERIORS	XEROX PAPER FOR TAX BILLS	199.80 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24987	00209	ETNA SUPPLY COMPANY	AUTO GUN WALL CHARGER	100.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24988	01353	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE FOR DEERFIELD AND BROOMFIELD	12,967.92 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24989	01221	ANDREW FUSSMAN	MILEAGE TO SHOP/HOME ALARMS 10-17-23	10.48 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24990	00257	GOURDIE-FRASER, INC.	SEWER PUMP STN #5 UPGRADES-FINAL DESIGN	10,320.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24991	00787	GRAFX CENTRAL INC.	PULL UP BANNER FOR TWP HALL LOBBY	012 80.00 V

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 10/26/2023 - 11/08/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24992	01746	TERA GREEN	MILEAGE TO THE BANK/TWP HALL-DEPOSITS	52.40 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24993	01846	GWORKS	PUBWORKS ANNUAL SUPPORT	3,763.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24994	01894	RHEANNA LYNN HESS	RENTAL DEPOSIT REFUND-JAMESON HALL	250.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24995	00324	ISABELLA CORPORATION	PUMP STATION #1 UPGRADES-PMT #5	110,174.76 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24996	00362	KRAPOHL FORD & LINCOLN	2014 F150-OIL CHANGE BLDG DEPT TRUCK	74.76 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24997	01300	LINDSAY SOFT WATER	TWP HALL SALT DELIVERY	12.00 V
				Void Reason: Voided Check Range	Void Utility	
11/08/2023	101	24998	01109	METRO 25 CAR CARE CENTER	TIRES FOR 2018 RAM SERVICE TRUCK	1,086.00
11/08/2023	101	24999	00422	MICHIGAN PIPE & VALVE-MT. PLEASANT	HOOKUP LABOR AND MATERIALS-WATER	836.00
11/08/2023	101	25000	00460	MT. PLEASANT AREA CHMB OF COMMERCE	BUSINESS AFTER HOURS SPONSOR-OCT 2023	550.00
11/08/2023	101	25001	01895	ELIZABETH ANNE MURPHY	RENTAL DEPOSIT REFUND-JAMESON HALL	250.00
11/08/2023	101	25002	00494	NORTH CENTRAL LABORATORIES	3M COMPLY STEAM CHEMICAL INTEG	66.89
					LABCONCO POWDERED DETERGENT-10 LB	190.84
						<u>257.73</u>
11/08/2023	101	25003	01598	POWDER COAT OF CENTRAL MICHIGAN	PAINTED 2 BELT GUARDS @WWTP	740.00
11/08/2023	101	25004	01884	RENT RITE INC	COMPRESSOR RENTAL TO WINTERIZE ALL PARK	309.12
11/08/2023	101	25005	01595	ROMANOW BUILDING SERVICES	JANITORIAL SERVICES@WTR PLANT-OCT 2023	316.29
					JANITORIAL SERVICES@TWP HALL-OCT 2023	527.14
					JANITORIAL SERVICES@WWTP-OCT 2023	316.29
						<u>1,159.72</u>
11/08/2023	101	25006	01293	SHAY WATER CO/CUSTOM COFFEE SERV	3 MONTHS COFFEE BREWER RENTAL	45.00
11/08/2023	101	25007	00597	SHERWIN WILLIAMS	PAINTING SUPPLIES-PUMP STN #2	14.26
11/08/2023	101	25008	01238	STATE OF MICHIGAN - DEQ	ANNUAL PUBLIC WATER PERMIT-2024	7,078.43
11/08/2023	101	25009	01542	STERICYCLE, INC.	CLEANUP DAY®ULAR SERV-SEP 2023	1,193.63
11/08/2023	101	25010	01495	MARK STUHLDTREHER	REIMBURSE ROTARY/MME DUES/MEALS	211.63
11/08/2023	101	25011	01654	TRACE ANALYTICAL LABORATORIES, INC.	MONTHLY SELENIUM SAMPLE TEST-OCT 2023	28.00
11/08/2023	101	25012	00668	UNITED PARCEL SERVICE	OUTBOUND SHIPPING	23.52
11/08/2023	101	25013	01013	USA BLUE BOOK	RESPIRATOR ZIP-LOK STORAGE BAG FOR HALF	53.13
11/08/2023	101	25014	01760	VEGA AMERICAS, INC.	RADAR LEVEL SENSOR	2,541.19
11/08/2023	101	25015	01314	VERIZON WIRELESS	CELL PHONES 9-16-23 TO 10-15-23	404.88
11/08/2023	101	25016	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE FOR SHOP-NOV 2023	45.44
					DUMPSTER SERVICE JAMESON HALL-NOV 2023	116.23
					DUMPSTER SERVICE MCDONALD PARK-NOV 2023	137.66
					DUMPSTER SERVICE WWTP-NOV 2023	275.28
					DUMPSTER SERVICE TWP HALL-NOV 2023	71.64
					DUMPSTER SERVICE WTR PLANT-NOV 2023	45.89
						<u>692.14</u>
11/08/2023	101	25017	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	10,193.25
11/08/2023	101	25018	01476	A LOT A CLEAN	FALL TWP HALL WINDOW CLEANING	113.00
11/08/2023	101	25019	00020	JAMES ALWOOD	WELL LEASE SITE - OCT 2023	419.84
11/08/2023	101	25020	01703	AMAZON CAPITAL SERVICES	PHONE CASE FOR RENTAL INSPECTOR	25.74
					PRINTER CARTRIDGE FOR CLERK	223.37
						<u>249.11</u>

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 10/26/2023 - 11/08/2023

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/08/2023	101	25021	01893	ASPLUNDH TREE EXPERT	RENTAL DEPOSIT REFUND-JAMESON HALL	250.00
11/08/2023	101	25022	01600	BE GREEN LAWN SERVICES CO, INC.	WEED CONTROL @ MCDONALD PARK	3,725.00
11/08/2023	101	25023	01240	BRAUN KENDRICK FINKBEINER PLC	GENERAL LEGAL FEES-SEP 2023	2,167.50
					MTT-DEERFIELD VILLAGE LLC-SEP 2023	1,501.50
					MTT-UNION SQUARE APT-SEP 2023	1,501.50
						<u>5,170.50</u>
11/08/2023	101	25024	00479	CENTRAL MICHIGAN UNIVERSITY	TOWNSHIP CITIZENS SURVEY	18,010.00
11/08/2023	101	25025	01309	CGS, INC	CONFINED SPACE SAFETY TRAINING-9/28/2023	2,140.70
11/08/2023	101	25026	00129	CMS INTERNET, LLC	SOFTWARE-SONIC WALL RENEWAL	842.79
11/08/2023	101	25027	01626	DANNY COFFELL	MILEAGE TO JAMESON HALL/HOME 10-15-23	14.41
11/08/2023	101	25028	01826	COUNTY LINE POWER	RIVER ROAD HIGH SERVICE PUMP INSTALL-PMT	58,214.86
11/08/2023	101	25029	00155	COYNE OIL CORPORATION	FUEL FOR TOWNSHIP VEHICLES	1,223.03
11/08/2023	101	25030	01242	CULLIGAN WATER	WATER COOLER@WATER PLANT	34.00
11/08/2023	101	25031	01171	DBI BUSINESS INTERIORS	XEROX PAPER FOR TAX BILLS	199.80
11/08/2023	101	25032	00209	ETNA SUPPLY COMPANY	AUTO GUN WALL CHARGER	100.00
11/08/2023	101	25033	01353	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE FOR DEERFIELD AND BROOMFIELD	12,967.92
11/08/2023	101	25034	01221	ANDREW FUSSMAN	MILEAGE TO SHOP/HOME ALARMS 10-17-23	10.48
11/08/2023	101	25035	00257	GOURDIE-FRASER, INC.	SEWER PUMP STN #5 UPGRADES-FINAL DESIGN	10,320.00
11/08/2023	101	25036	00787	GRAFX CENTRAL INC.	PULL UP BANNER FOR TWP HALL LOBBY	80.00
11/08/2023	101	25037	01746	TERA GREEN	MILEAGE TO THE BANK/TWP HALL-DEPOSITS	52.40
11/08/2023	101	25038	01846	GWORKS	PUBWORKS ANNUAL SUPPORT	3,763.00
11/08/2023	101	25039	01894	RHEANNA LYNN HESS	RENTAL DEPOSIT REFUND-JAMESON HALL	250.00
11/08/2023	101	25040	00324	ISABELLA CORPORATION	PUMP STATION #1 UPGRADES-PMT #5	110,174.76
11/08/2023	101	25041	00362	KRAPOHL FORD & LINCOLN	2014 F150-OIL CHANGE BLDG DEPT TRUCK	74.76
11/08/2023	101	25042	01300	LINDSAY SOFT WATER	TWP HALL SALT DELIVERY	12.00

101 TOTALS:

Total of 75 Checks:	536,677.69
Less 27 Void Checks:	228,412.36
Total of 48 Disbursements:	<u>308,265.33</u>

Charter Township of Union Payroll
--

CHECK DATE: October 26, 2023

PPE: October 21, 2023

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	41,143.39
Fire Fund		1,070.80
EDDA		
WDDA		
Sewer Fund		28,554.17
Water Fund		28,375.20
Total To Transfer from Pooled Savings	\$	99,143.56

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	67,514.62
Employer Share Medicare		936.27
Employer Share SS		4,003.33
SUI		
Pension-Employer Portion		5,534.62
Workers' Comp		362.80
Life/LTD		-
Dental		1,217.93
Health Care		21,608.70
Vision		-
Vision Contribution		-
Health Care Contribution		(2,354.46)
Flex Administrators		38.00
Cobra/Flex Administration		281.75
PCORI Fee		-
Total Transfer to Payroll Checking	\$	99,143.56



Union Township Report

Date: Monday, October 23, 2023



Alarm Date between 2023-10-15 and 2023-10-21

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000771						
		10/16/2023 8:03:00 PM	311	Medical assist, assist EMS crew	ENG 32	3	1
						Total Responding 3	
Union Township	0000772						
		10/16/2023 6:23:55 PM	322	Motor vehicle accident with injuries	ENG 33	2	3
		10/16/2023 6:23:55 PM	322	Motor vehicle accident with injuries	Rescue 31	1	3
		10/16/2023 6:23:55 PM	322	Motor vehicle accident with injuries	POV	5	3
						Total Responding 8	
Union Township	0000773						

		10/17/2023 6:54:00 PM	710	Malicious, mischievous false call, other	ENG 33	2	1
						Total Responding 2	
Union Township	0000774						
		10/17/2023 7:46:00 PM	463	Vehicle accident, general cleanup	ENG 33	4	1
						Total Responding 4	
Union Township	0000776						
		10/18/2023 2:09:00 PM	745	Alarm system activation, no fire - unintentional	ENG 33	2	1
						Total Responding 2	
Union Township	0000780						
		10/20/2023 6:09:00 AM	744	Detector activation, no fire - unintentional	ENG 33	3	1
						Total Responding 3	

Union Township	0000781						
		10/20/2023 10:38:02 AM	440	Electrical wiring/equipment problem, other	ENG 33	2	1
						Total Responding 2	
	Total Runs 7					Total Responding 24	

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, October 31, 2023



Alarm Date between 2023-10-22 and 2023-10-28

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000785						
		10/23/2023 7:53:00 AM	311	Medical assist, assist EMS crew	ENG 33	2	1
						Total Responding 2	
Union Township	0000790						
		10/24/2023 3:05:45 PM	311	Medical assist, assist EMS crew	ENG 33	2	1
						Total Responding 2	
Union Township	0000791						
		10/25/2023 9:30:00 AM	743	Smoke detector activation, no fire - unintentional	ENG 33	2	1
						Total Responding 2	

	Total Runs 3						Total Responding 6
--	------------------------	--	--	--	--	--	---------------------------

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All

To: Mark Stuhldreher - Township Manager **DATE:** October 31, 2023
FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** November 8, 2023
ACTION REQUESTED: Approval of Phase I Topographic Survey and Base Mapping Contract with Gourdie Fraser for the EGLE Drinking Water State Revolving Fund (DWSRF) Project Plan Capital Improvement Projects in the amount of \$45,000.00, and authorize the Township Manager to sign the contract.

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval Sherrie Teall, Finance Director

Background Information

The Application for the State of Michigan Drinking Water State Revolving Fund (DWSRF) was initiated in November of 2022 with the submittal of an Intent to Apply for the program by Union Township. The DWSRF is a competitive loan / grant program that received Project Plans from over 200 communities for the FY2024 funding cycle.

In February of 2023 Union Township approved a contract with Gourdie Frasier to complete a Preliminary Engineering Project Plan Report. The Township submitted the Project Plan to the Department of Great Lakes and Energy (EGLE) Drinking Water Revolving Fund (DWRP) Loan / Grant program in June 2023. EGLE formally notified the Charter Township of Union that we were awarded \$10,958,000 in grant funding for the entire scope of projects requested in the Project Plan. A power point presentation to the Township Board providing a high-level overview was completed at the Board of Trustees Meeting on October 25, 2023, which highlighted the following projects.

Treatment Facility Expansion (700 GPM)

- New Well / Transmission Line
- High Service Pump Room Expansion
- Iron Removal Filter Expansion

Watermain Extensions

- Pickard / Summerton Road to Broadway Road

Lead Service Line Inventory

- Final Inspection / Verification Inventory due January 2025
- 466 leads identified as unknown or lead origin.

In efforts to remain proactive and be able to meet the program schedule for future design and construction of the project, it is the recommendation of Township staff and GFA to begin initial steps for the project including existing site condition data collection (topographic surveys) and base mapping prior to winter conditions. This proposal represents Phase I of the project with subsequent engineering contracts presented in a future proposal that would include design, permitting, bidding, bid documents, construction document creation, construction management, construction inspection, and grant administration.

Scope of Services

This proposal represents Phase I of the project and includes the following tasks.

Task I: Conceptual Project Layout

- GFA will attend meetings to review with Township Staff project locations including general infrastructure arrangements and layouts.

Task II: Research

- GFA will perform an initial zoning review, title, easement and property research for impacted parcels.
- GFA will submit a Miss Dig ticket to identify and mark all utilities along infrastructure routes and parcels affected.
- No known environmental conditions were identified in the PER related to contamination, floodplain, wetland, etc however GFA will conduct another review State GIS website to identify any environmentally sensitive areas within the projects limits and recommend any additional testing / inspection that may be necessary including but not limited, geotechnical and/or wetland delineation.
- GFA will coordinate with Isabella Drain Commission, MDOT, MDOT RR and Isabella County Road Commission for available information pertinent to road systems including record drawings, easements, and ROW for all infrastructure routes.

Task III: Topographic Survey

- GFA will conduct a boundary and topographic survey of areas impacted by proposed infrastructure on subject parcels and watermain route along MDOT, Drain Commission, Railroad and Road Commission ROW. The survey will depict the property lines, easements, ROW, existing features, utilities, topographic contours, and along above ground features.
- GFA will set new property corners, if needed.
- GFA will set a minimum of two (2) Benchmark on properties.
- GFA will locate and gather rims and inverts for water, sanitary and storm structures, as applicable.

Task IV: Base Map

- GFA will combine all gathered data into an Existing Conditions Drawing and provide a PDF copy to the Township Staff for review.

Justification

Completing Phase I which is a topographic survey and base mapping with Gourdie Frasier will allow us to meet the design and permitting schedules for the projects included in the DWSRF Project Plan by completing the survey work prior to winter conditions making it difficult to complete this type of work.

Project Improvements

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

1. Community well-being and common good

Costs

Task I: Conceptual Project Layout	\$ 2,500.00
Task II: Research	\$ 4,500.00
Task III: Topographic Survey	\$22,500.00
Task IV: Base Map	<u>\$15,500.00</u>
Total	<u>\$45,000.00</u>

A FY2023 Budget adjustment in the amount of \$45,000 for this contract will be included in the final FY2023 budget adjustment to general ledger account number 591-536-972.000 – Capital Projects Water System.

Project Time Table

Completion date expected December 31, 2023

Resolution

Approval of Phase I Topographic Survey and Base Mapping Contract with Gourdie Fraser for the EGLE Drinking Water State Revolving Fund (DWSRF) Project Plan Capital Improvement Projects in the amount of \$45,000.00, and authorize the Township Manager to sign the contract.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

October 30, 2023

Ms. Kim Smith
Department of Public Services
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

RE: Proposal for Engineering Services
EGLE DWRP Project Plan: Capital Improvement Projects
Phase I: Topographic Survey and Base Mapping

Dear Ms. Smith:

Thank you for the opportunity to work with the Charter Township of Union in providing Civil Engineering services for the referenced project. GFA is honored to be a part of this project and assist the Township with improvements to their water system to improve quality, quantity and reliability of water supply to your customers. This letter along with our existing agreement for providing professional services will represent our contract of consultant services. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Background/Description

The Charter Township of Union water distribution system construction began in the late 1980's initiated by the need for reliable potable water for domestic use. Growth in population and construction in select commercial and residential locations generated the need to expand the system through the years. Historically, the Charter Township of Union has been segregated into three (3) independent water districts. In 2010 the water system was reorganized and interconnected. The system and demand has significantly grown over the last 40 years and is now comprised of approximately 73 miles of distribution piping providing service to 6,200 residential equivalent units; both homes and businesses. Given the growth over the past years and the continued growth and expansion of the Township, Union Township is beginning to experience a need to implement upgrades to existing infrastructure that's nearing its' capacity limitations.

The Township in collaboration with GFA (Township Engineer) has continually monitored your existing infrastructure in relation to capacity and ability to accommodate the continual growth experienced in the Township. Through this effort, the Township has remained vigilant and implemented an ongoing Capital Improvement Plan (CIP) and proactively implemented upgrades as needed to not only maintain the infrastructure but improve operations and efficiencies. Through this process the Township and GFA have been seeking funding sources as a mechanism to implement the long-range CIP and routinely updated the Township board on the status and progress. In particular, the Township with assistance from GFA submitted a Preliminary Engineering Report (PER) to the Department of Great Lakes and Energy (EGLE) Drinking Water Revolving Fund (DWRP) Loan / Grant program in June 2023. Recently EGLE formally notified that Charter Township of Union was awarded 100% grant funds for their entire scope of projects requested in the PER. A power point presentation to the Township Board providing a high-level overview to the Board related to this subject matter on October 25, 2023.



The major Capital Improvement Projects identified to be implemented in the PER are as follows:

Treatment Facility Expansion (700 GPM)

- New Well / Transmission Line
- High Service Pump Room Expansion
- Iron Removal Filter Expansion

Watermain Extensions

- Pickard / Summerton Road to Broadway Road

Lead Service Line Inventory

- Final Inspection / Verification Inventory due January 2025
- 466 leads identified as unknown or lead origin.

In efforts to remain proactive and on schedule for future construction of the project, it was the recommendation of both Township staff and GFA to begin initial steps for the project including existing site condition data collection (topographic surveys) and base mapping prior to winter conditions. Therefore, this proposal represents Phase I of the project with subsequent phases presented in a future proposal that would include design, permitting, bidding, construction and grant administration and oversight.

The detailed scope of services for Phase I are broken up into tasks and are as follows:

Task I: Conceptual Project Layout

- GFA will attend meetings to review with Township Staff project locations including general infrastructure arrangements and layouts.

Task II: Research

- GFA will perform an initial zoning review, title, easement and property research for impacted parcels.
- GFA will submit a Miss Dig ticket to identify and mark all utilities along infrastructure routes and parcels affected.
- No known environmental conditions were identified in the PER related to contamination, floodplain, wetland, etc however GFA will conduct another review State GIS website to identify any environmentally sensitive areas within the projects limits and recommend any additional testing / inspection that may be necessary including but not limited, geotechnical and/or wetland delineation.
- GFA will coordinate with Isabella Drain Commission, MDOT, MDOT RR and Isabella County Road Commission for available information pertinent to road systems including record drawings, easements, and ROW for all infrastructure routes.

Task III: Topographic Survey

- GFA will conduct a boundary and topographic survey of areas impacted by proposed infrastructure on subject parcels and watermain route along MDOT, Drain Commission, Railroad and Road Commission ROW. The survey will depict the property lines, easements, ROW, existing features, utilities, topographic contours, and along above ground features.
- GFA will set new property corners, if needed.
- GFA will set a minimum of two (2) Benchmark on properties.
- GFA will locate and gather rims and inverts for water, sanitary and storm structures, as applicable.

Task IV: Base Map

- GFA will combine all gathered data into an Existing Conditions Drawing and provide a PDF copy to the Township Staff for review.



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):

- EGLE Part I and II Applications
- Environmental Site Review – Letters sent to agencies only included (required)
- 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 water system improvements.
- Construction phase services such as, but not limited to, construction management, contract and grant administration, construction observation, construction layout/staking, and materials testing.

Additional Services

Any work desired by the Charter Township of Union in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with our current Rate Schedule or as a revision to this proposal.

Time Schedule

GFA can commence services immediately anticipating a December 31, 2023 completion prior to winter weather conditions commencing.

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 I: \$ 2,500.00
- Task II: \$ 4,500.00
- Task III: \$22,500.00
- Task IV: \$15,500.00
- Total** **\$ 45,000.00**



Acceptance

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. Please return the original to our office and retain a copy for your files. 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

Charter Township of Union
CLIENT/OWNER

_____	(Signature)	_____
Jennifer A Graham (Hodges), P.E.	(Name)	Mark Stuhldreher
_____		_____
Director of Engineering	(Title)	Manager
_____		_____
		Charter Township of Union
_____	(Signature)	_____
Tony Kuberski	(Name)	2010 South Lincoln Rd., Mt. Pleasant, MI 48858
_____		_____
CEO	(Title)	989-772-4600
_____	(Date)	_____

T:\Projects\23045\Documents\Contracts\DWRP Proposal Letter_CIP Projects- Phase I.doc

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees **DATE:** November 1, 2023

FROM: Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** 11/8/2023

ACTION REQUESTED: Consider approval of the attached resolution opting out of the employer health care benefit plan contribution limits as allowed under State of Michigan Public Act 152 (Publicly Funded Health Insurance Contribution Act) for the benefit year of 2024. Requires a *two thirds vote* of the governing body.

Current Action Emergency

Funds Budgeted: If Yes Account # _____ No N/A

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

Under Public Act 152, the State of Michigan requires government employers to establish employer/employee cost sharing standards for medical plan benefits provided to employees. There are three alternatives available to employers under the Act:

1. The employer’s cost share of a health care benefit plan must be cost competitive with the state preferred provider plan on a per-employee basis, otherwise known as “hard-caps”
2. Via a *majority vote* of the governing body, the employer can declare that the employer’s share of health care benefit plan expenses will not exceed 80% of total plan costs, otherwise known as the “80/20” rule
3. The local unit of government can “opt out” of the cost share requirements by *two thirds vote* of the governing body

The election of option 2 or 3 must be made on an annual basis. *Consistent with past Board action, the administration recommends option 3.*

The Township has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage limited resources. Toward that end, the Township, in collaboration with the union and nonunion employees, agreed to a 94/6 percent cost share of health care plan expenses effective with plan years 2018 and 2019, a 92/8 cost share for plan year 2020, a 91/9 cost share for plan year 2021, and a 90/10 cost share for plan year 2022 and 2023. Prior to the 2018 plan year, 100% of the health plan expenses were paid by the employer.

It is the intent of all parties to continue the collaboration by exploring cost sharing strategies with the shared goal of efficiently managing the limited resources. Toward that end, the Collective Bargaining Agreement for both bargaining units calls for the following cost share allocation for the indicated plan years.

Plan Year	Non-Supervisory Unit Cost Share (%)	Supervisory Unit Cost Share (%)
2024	89.5/10.5	89.5/10.5
2025	88/12	88/12

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

Since the employer expenses are likely to exceed those allowed under either the “hard cap” or “80/20” rule for plan year 2024, approval of the Resolution will enable the Township to be compliant with PA 152 and therefore avoid any reductions in state shared revenues that could be imposed under the Act.

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

COSTS

Not applicable

PROJECT TIME TABLE

If approved, the Resolution will be effective for the plan year starting January 1, 2024, and concluding December 31, 2024.

RESOLUTION

See attached

CHARTER TOWNSHIP OF UNION
A RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN
2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT FOR
THE PERIOD FROM JANUARY 1, 2024, TO DECEMBER 31, 2024

At a meeting of the Township Board of the Charter Township of Union, Isabella County, Michigan, held at 2010 South Lincoln Road, Mt. Pleasant, MI 48858 on the 8th day of November 2023:

Present:

Absent:

The following resolution was offered by _____ and supported by _____

WHEREAS, on September 27, 2011, the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Public Acts of Michigan of 2011 (“Act 152”), became effective in the State of Michigan; and

WHEREAS, Act 152 establishes standards and a process with respect to medical benefit plans offered by public employers; and

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

1. Section 3 - “Hard Caps” Option - limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
2. Section 4 - “80%/20%” Option - limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 - “Exemption” Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Charter Township of Union has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage those limited resources; and

WHEREAS, the Charter Township of Union, with the collaboration of the Township bargaining and non-bargaining employees, agreed to share in the cost of health care insurance; and

WHEREAS, the Charter Township of Union believes that, as the elected representatives for the Township and answerable directly to the Township’s voters, it is best positioned to determine what benefits (including medical benefits) ought to be offered to recruit and retain the best Township employees at the lowest overall costs.

NOW THEREFORE, BE IT RESOLVED that: The Board of Trustees of the Charter Township of Union elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption Option for the medical benefit plan coverage year January 1, 2024, through December 31, 2024.

ADOPTED:

AYES:

NAYS:

ABSENT:

I hereby certify that the foregoing constitutes a true and complete copy of the Resolution adopted by the Board of Trustees of the Charter Township of Union, County of Isabella, Michigan, at a regular meeting held on November 8, 2023.

Lisa Cody, Clerk



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees **DATE:** October 16, 2023
FROM: Mark Stuhldreher, Township Manager **DATE FOR BOARD CONSIDERATION:** 11/8/2023
ACTION REQUESTED: Approval to schedule the FY 2024 Budget Adoption Public Hearing for Wednesday, November 29, 2023, and to notice same in the Morning Sun as required by statute.

Current Action Emergency

Funds Budgeted: If Yes Account #: _____ N/A

Finance Approval _____ *MDS*

BACKGROUND INFORMATION

Prior to adoption of the annual appropriation resolution, a public hearing must be held to provide an opportunity for the community to comment on the proposed budget. This public hearing also serves as the “truth in taxation” notice.

The notice that will appear in the paper will read as follows:

*“The Charter Township of Union Board of Trustees will hold a public hearing on the proposed budget for the fiscal year 2024 at the Township Hall located at 2010 S. Lincoln Rd., Mt. Pleasant, MI on November 29, 2023, at 7:00 pm. **The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.** A copy of the budget is available for public inspection at the Township Hall located at 2010 S. Lincoln Rd., Mt. Pleasant, MI 48858.”*

This notice will be published in the Sunday, November 12, 2023, edition of the Morning Sun as required by state statute.

SCOPE OF SERVICES

Publish a Public Notice in the Morning Sun regarding the scheduled Public Hearing to provide an opportunity to receive public comment on the proposed FY 2024 budget and to schedule the associated public hearing.

JUSTIFICATION

Scheduling, noticing, and holding a public hearing prior to adoption of the annual appropriations resolution is required by statute.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed by approving these Agreements (From Policy 1.0: Global Ends)

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

- Natural environment
- Commerce

COSTS

The cost to publish the Public Notice in the Morning Sun is approximately \$400.00.

PROJECT TIME TABLE

The Public Hearing notice is scheduled to appear in the Morning Sun on Sunday, November 12, 2023, and the Public Hearing is scheduled for November 29, 2023.

RESOLUTION

It is hereby resolved that the FY 2024 Budget adoption public hearing will be held on Wednesday, November 29, 2023, at 7:00 pm at the Township Hall and that the administration is authorized to publish the notice in the Morning Sun as required by state statute. This public hearing also serves as the “truth in taxation” notice.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: November 1, 2023
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 11/8/2023
ACTION REQUESTED: Consider approval of the Township Manager’s Employment Agreement for calendar year 2024	

Current Action Emergency

Funds Budgeted: If Yes Account # _____ No N/A

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 October 11, 2023, Board meeting discussions were held between the Board of Trustees and the Manager regarding compensation and benefit levels for the 2024 calendar year. Following those discussions, a motion was made and approved as described below:

Smith moved Brown supported to approve contract language that would include an 11% pay increase to the Manager's pay, increase the managers vacation leave from 5 weeks to 6 weeks, increase the Township's retirement contribution to the manager's MERS to 9.5% which corresponds with the Township employees, and to increase the personal leave time from 2 days to 3 days to reflect what the Township employees get. Vote: Ayes: 6. Nays: 0.

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 for the Township Manager that would be applicable for calendar year 2024.

JUSTIFICATION

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

The increase in the Manager’s annual salary will retard the compression that has been occurring between Manager’s salary and the Department Directors salary which has resulted from differing annual percentage pay increases over the last few years.

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

- Health and Safety
- Natural environment
- Commerce

COSTS

Approval of this Agreement increases the Manager’s annual base salary from \$108,450 to \$120,379.50, an increase of \$11,929.50. The costs associated with the change in the employer’s contribution to the MERS account, based on the increased salary is \$601.90/yr.

PROJECT TIME TABLE

If approved, the Employment Agreement would be effective January 1, 2024.

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, 2024.

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, ~~2023~~2024, to December 31, ~~2023~~2024. 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~~ 120,379.50 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.~~2. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
- ~~4.~~3. 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~~ Effective January 1, 2024, Stuhldreher shall be credited with ~~240~~ 40 ~~accrued sick leave hours and 80~~ accrued vacation leave hours and 24 hours of personal leave. In addition, Stuhldreher shall accrue 80 hours of sick leave, ~~16~~ 24 hours of personal leave and ~~240~~ 00 hours of vacation leave on an annual basis each January 1st, beginning January 1, ~~2017~~ 2024.
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 99.5% 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 _____

EMPLOYMENT AGREEMENT

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AND

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

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WHEREAS:

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

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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.
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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.
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2. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
3. 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.

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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.
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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.
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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 9.5% 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.

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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.
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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

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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

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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 _____