



BOARD OF TRUSTEES
Regular Meeting
January 24, 2024
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. January Monthly Activity Report – under separate cover
 - C. Planning Commission, EDA, and ZBA updates by Community and Economic Development Director
 - D. Board Member Reports
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – January 10, 2024 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports

11. NEW BUSINESS

- A. Discussion/Action: (Stuhldreher) IT Managed Service Agreement with CMS
- B. Discussion/Action: (Nanney) Michael Engineering Addition, 5625 Venture Way, IFTE Application
- C. Discussion/Action (Nanney) 2024 Gourdie Fraser Engineering Services – S Lincoln – E Pickard Sidewalk Project
- D. Discussion/Action: (Stuhldreher) At Will Employment Agreement
- E. Discussion/Action: (Board of Trustees) Discussion/Preparation for Annual Joint Meeting
- F. Discussion/Action: (Stuhldreher) Policy Governance 2.1 Treatment of Consumers
- G. Discussion/Action: (Teall) Policy Governance 2.5 Financial Conditions
- H. Discussion/Action: (Stuhldreher) 3.1 Governing Style

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

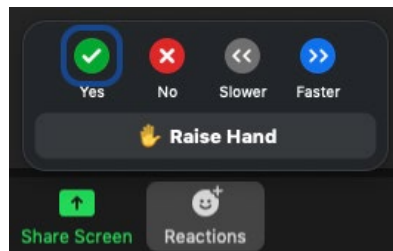
Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

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 -	Lori	Rogers	12/31/2026
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2	Brian	Clark	12/31/2026
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	Joseph	Schafer	12/31/2025
2	Andy	Theisen	12/31/2025
3	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
Mt. Pleasant Airport Joint Operations and Mgmt Board (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - Union Township	Rodney	Nanney	12/31/2026
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

term expires 2/15/24



APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION

Name: Stan Shingles Date: 10-17-23

Address: 1575 Scully Road Mount Pleasant, MI 48858

Phone (home) 989-7739037 (cell) 909 400-1982 (work) 989 774-4695

Email: shing1sl@cmich.edu

Occupation: CMU University Administrator

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:

I have served on the Commission for several terms. I enjoy serving our committee and bringing my skills to this commission. I would like to continue this work.

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):

I have served on several boards locally, regionally and nationally.

Signature: Stan Shingles Date: 10-17-23

2024 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 January 10, 2024, at 7:00 p.m. at the Union Township Hall.

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

Bills moved Brown supported to appoint Trustee Smith as Temporary Supervisor. Vote: Ayes: 5 Nays: 0. Motion carried.

Bills moved Brown supported to appoint Treasurer Rice as Temporary Clerk. Vote: Ayes: 5 Nays: 0. Motion carried.

Roll Call

Present:

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

Excused:

Supervisor Mielke and Clerk Cody

Approval of Agenda

Thering moved Bills supported to approve the agenda with an amendment to remove item B under New Business, "Consider/Approve an At Will Department Director's Agreement as to form". Vote: Ayes: 5 Nays: 0. Motion carried.

Presentation

- a. Lisa Diaz, Mid-Michigan Aquatic Recreation Authority Treasurer, gave a presentation on the Key Accomplishments, Features, Schedule, and Cost of the proposed Aquatic Center.

Public Hearing

- a. Michael Engineering, 5625 Venture Way, IFTE Request

Open: 7:29 p.m.

Jim McBryde, Middle Michigan Development Corporation CEO, spoke in support of a tax abatement for Michael Engineering.

Eric Pruitt, Owner of Michael Engineering, gave the history of the family-owned company.

Closed: 7:34p.m.

Public Comment

Open: 7:35 p.m.

No comments were offered.

Closed: 7:35 p.m.

Reports/Board Comments

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

B. 2023 Planning Commission Annual Report

Bills moved Thering supported to acknowledge the 2023 Planning Commission Annual Report. Vote: Ayes: 5 Nays: 0. Motion carried.

C. Board Member Reports

Bills – gave an update on the December 5, 2023 Isabella County Board of Commissioners meeting.

Rice – Reminded taxpayers to pay their taxes and explained how to use the online payment option.

Consent Agenda

- A. Communications
- B. Minutes – December 13, 2023 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

Bills moved **Brown** supported to approve the consent agenda as presented. **Vote: Ayes: 5. Nays: 0. Motion carried.**

New Business

A. Discussion/Action: (Smith) Late Fee Waiver Request – Account 04251 2366 Sandstone Drive

Brown moved **Rice** supported to deny the request to waive the quarterly water and sewer bill penalty for 2366 Sandstone account number 04251 in the amount of \$47.00. **Vote: Ayes: 3. Nays: 2. Motion carried.**

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 7:52 p.m.

Rick Barz, 1110 Meadow Drive, commented on the process of the informal and formal petition for Fox Meadow Subdivision’s Special Assessment. The cost of the project is higher than anticipated and requested that the Township consider sharing some of the general funds to help offset some of the expenses.

Closed: 7:57 p.m.

MANAGER COMMENTS

No comments were offered.

FINAL BOARD MEMBER COMMENTS

Rice – Reminded taxpayers to pay their taxes.

ADJOURNMENT

Bills moved **Brown** supported to adjourn the meeting at 7:58 p.m. **Vote: Ayes: 5 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						
01/17/2024	101	661 (E)	00146	CONSUMERS ENERGY	5369 S CRAWFORD RD 3248 S CONCOURSE DR. 3998 E DEERFIELD RD 900 MULBERRY LN 5240 E BROOMFIELD RD 1605 SCULLY RD 2279 S MERIDIAN RD 1633 S LINCOLN RD 2270 NORTHWAY DR 5319 E AIRPORT RD 4244 E BLUEGRASS RD 5076 S MISSION RD 5144 BUDD ST 5142 BUDD ST 1660 BELOMONT DR 1933 S ISABELLA RD 2188 E PICKARD RD 1776 E PICKARD RD 1876 E PICKARD RD 2495 E DEERFIELD RD 800 CRAIG HILL RD	98.36 225.88 156.72 58.07 1,174.55 74.29 1,378.31 225.88 34.43 92.70 197.18 1,352.95 28.93 249.14 214.29 759.31 86.61 53.86 205.30 306.21 63.64
						<u>7,036.61</u>
01/17/2024	101	662 (E)	00146	VOID Void Reason: Created From Check Run Process		
01/19/2024	101	663 (E)	00146	CONSUMERS ENERGY	1876 S LINCOLN RD. 2279 MERIDIAN RD PUMP HOUSE	17.82 211.49 <u>229.31</u>
01/24/2024	101	25158	01703	AMAZON CAPITAL SERVICES	SHARK VACUUM &SLEEK SOCKET-WTR PLANT SAFETY STEP STOOL-RENTAL DEPT 12-OUTLET RACKMOUNT POWER STRIP FLOOR MATS FOR NEW TRUCKS-BLDG/RENTAL DE	196.09 160.74 96.65 179.98 <u>633.46</u>
01/24/2024	101	25159	00072	BLOCK ELECTRIC	WIRING TO CAMERAS, TV, WI-FI@JAMESON HAL	1,182.33
01/24/2024	101	25160	00095	C & C ENTERPRISES, INC.	CLOTHING ALLOWANCE-COMM DEV DIRECTOR	38.00
01/24/2024	101	25161	01309	CGS, INC	OSHA COMPLIANCE TRAINING	1,053.50
01/24/2024	101	25162	00722	CHARTER TOWNSHIP OF UNION	UTILITY BILLING-PARKS-4TH Q 2023 UTILITY BILLING-WWTP-4TH Q 2023	684.05 1,971.96 <u>2,656.01</u>
01/24/2024	101	25163	00129	CMS INTERNET, LLC	2 NEW COMPUTERS-PUBLIC SRV SURFACE CASE & KEYBOARD-WWTP BUD STREET FIBER PROJECT-JAMESON HALL REMOTE SUPPORT-NEW PRINTER SET-UP MANAGED IT, EMAIL &PHONE SERV-FEB 2024	3,027.98 149.98 17,549.99 37.50 6,163.85 <u>26,929.30</u>
01/24/2024	101	25164	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES-DEC 2023	009451.21
01/24/2024	101	25165	00994	CUSTOM HEATING & PLUMBING, INC	DPW OFFICE FURNACE	420.00

V

01/19/2024 12:33 PM
 User: SHERRIE
 DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 01/11/2024 - 01/24/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/24/2024	101	25166	01171	DBI BUSINESS INTERIORS	OFFICE SUPPLIES-TWP HALL	354.69
01/24/2024	101	25167	00207	E & S GRAPHICS, INC	9-DAY EARLY VOTING POSTCARD-ELECTION	2,781.01
01/24/2024	101	25168	01390	EUROFINS EATON ANALYTICAL, INC	WATER TESTING-EPA SAMPLES UCMR-5 WATER TESTING-EPA SAMPLING-UCMR-5	500.00 755.00
						<u>1,255.00</u>
01/24/2024	101	25169	01353	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	12,951.32
01/24/2024	101	25170	01221	ANDREW FUSSMAN	CLOTHING ALLOWANCE REIMBURSEMENT	100.00
01/24/2024	101	25171	00249	GILL-ROY'S HARDWARE	SNOW BRUSH AND BOOT TRAY- BLDG DEPT	28.88
01/24/2024	101	25172	00257	GOURDIE-FRASER, INC.	EGLD DWRP PROJECT PLAN-CAPITAL IMPRV PHA	22,775.00
01/24/2024	101	25173	00261	GRAINGER	VFD RELAY-ISABELLA WELL #7 IMPACT SOCKET FOR SERVICE TRUCK CRANE TRUCK TOOLS	137.52 47.76 316.62
						<u>501.90</u>
01/24/2024	101	25174	00266	HACH COMPANY	SAMPLE CELL	774.00
01/24/2024	101	25175	01921	JILL PETERS	REIMBURSE FOR CARWASH&GAS-TWP ESCAPE	28.00
01/24/2024	101	25176	01266	MOREYS LOGO.COM	TWP LOGO ON NEW TRUCKS-WATER& BLDG DEPT	270.00
01/24/2024	101	25177	01191	NMCOA TREASURER	2024 MEMBERSHIP DUES-RENTAL 2024 MEMBERSHIP DUES-BLDG	100.00 100.00
						<u>200.00</u>
01/24/2024	101	25178	00494	NORTH CENTRAL LABORATORIES	LATEX TUBING/TESTING SUPPLIES	793.55
01/24/2024	101	25179	01293	SHAY WATER CO/CUSTOM COFFEE SERV	COFFEE BREWER RENT-4Q 2023	45.00
01/24/2024	101	25180	01542	STERICYCLE, INC.	PAPER SHREDDING - DEC 2023	85.14
01/24/2024	101	25181	01013	USA BLUE BOOK	CONTROL FLOATS FOR LIFTSTATIONS POWDER PILLOWS/GLOVES/IRON FERRO FOR TES	342.59 604.14
						<u>946.73</u>
101 TOTALS:						
Total of 27 Checks:						84,519.95
Less 1 Void Checks:						0.00
Total of 26 Disbursements:						<u>84,519.95</u>

Charter Township of Union Payroll
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CHECK DATE: January 18, 2024
Pay Period End Date: January 13, 2023

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	35,572.56
Fire Fund		-
EDDA		
WDDA		
Sewer Fund		36,677.76
Water Fund		28,873.90
Total To Transfer from Pooled Savings	\$	<u>101,124.22</u>

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	67,294.52
Employer Share Medicare		929.08
Employer Share SS		3,972.41
SUI		310.86
Pension-Employer Portion		5,910.01
Workers' Comp		357.59
Life/LTD		-
Dental		1,220.75
Health Care		23,385.60
Vision		-
Vision Contribution		-
Health Care Contribution		(2,581.60)
Flex Administrators		105.00
Cobra/Flex Administration		220.00
PCORI Fee		-
Total Transfer to Payroll Checking	\$	<u>101,124.22</u>

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

CONFIRMATION NUMBER: _____ **DATE:** _____

ACH NUMBER: _____ **TIME:** _____



Union Township Report

Date: Tuesday, January 9, 2024



Alarm Date between 2023-12-31 and 2024-01-06

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000003						
		1/2/2024 2:00:09 PM	745	Alarm system activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000004						
		1/2/2024 2:20:00 PM	118	Trash or rubbish fire, contained	ENG 32	2	1
						Total Responding 2	
Union Township	0000961						
		12/31/2023 12:18:00 PM	111	Building fire	ENG 32	2	3
		12/31/2023 12:18:00 PM	111	Building fire	POV	6	3

								Total Responding 8
	Total Runs 3							Total Responding 12

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: January 16, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 1/24/2024
ACTION REQUESTED: Consider renewing the Managed IT Services Statement of Work with CMS Inter.net LLC for a monthly cost of \$5,292.70 and authorize the Township Manager to execute said Agreements	

Current Action X Emergency

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

Finance Approval MDS

BACKGROUND INFORMATION

Broadly stated, the IT environment includes network hardware and software, business application software, physical devices such as phones, computers, printers, servers, fiber optic cable, switches, monitors, and other components.

First in 2017 and again in 2019 agreements were approved/executed with CMS for the provision of IT support services to the Township. Prior to these agreements, support services were provided on an as needed basis and within a maintenance environment commonly referred to as a break/fix.

The existing Agreement was for three years with a month-to-month continuation clause. The contract period for the renewal Agreement remains at three years with a month-to-month continuation clause.

The Managed IT Services arrangement has allowed the Township to be proactive in managing the IT program. Benefits include:

1. Real time server and computer operating system updates and patch management.
2. Monitored deployment of security updates for antivirus, spyware, and malware prevention.
3. Live help desk with real time support and job ticketing.
4. Line of business application and vendor interface support (BS&A, Microsoft Office, Pub Works, MapInfo, etc.).
5. Managed Data backup and redundancy for protecting critical data.
6. Logistical support and prioritized troubleshooting of IT issues.
7. Planning and budgeting support for IT asset deployment and replacement.

A significant update has been made to the “security stack” component of the network monitoring component. Some of the changes have already been applied as they addressed issues that were deemed high risk.

The renewal of the Managed IT Services Statement of Work Agreement with CMS will allow for these benefits to continue.

SCOPE OF SERVICES

The Managed IT Services Statement of Work covers the specifics of the relationship for all items except the Fiber Optic Plant and Internet Services. It defines respective responsibilities and applicable coverage and fees.

Reference is made to Exhibits A and B which detail such things as response time, service delivery hours, system backup services, security services, network and device management services, and strategic planning and budgeting services. Exhibit A and B also outline the device counts and software support items.

JUSTIFICATION

The Township has 33 users, 50 computer workstations, and 8 servers across multiple locations. A deliberate and rationale IT support program is required for an organization of this size and complexity.

A managed service environment provides real time monitoring of IT assets as a preventative measure that limits disruptions and down time by alerting and addressing basic workstation and server operating system and security issues before they become larger disruptive problems. Additionally, a managed IT service program will provide more experienced staff resources at less cost than the limitations of a 1 or even 2-person IT department. CMS has many staff members with a wide range of skill sets to address specific needs on a faster timetable.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed by entering into these Agreements (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

The annual fee for Managed Service Statement of Work and Fiber Plant Statement of Work services is \$63,512.40 payable in monthly installments of \$5,292.70. This represents an increase of 10.25% compared to the Agreement executed in 2019, or approximately 2.5% per year.

PROJECT TIME TABLE

The term of the renewal Agreement is 36 months with an automatic renewal on a month-to-month basis.

RESOLUTION

It is resolved that the attached Managed IT Services Statement of Work is approved on this day and that the Township Manager is authorized to execute said Agreements on behalf of the Charter Township of Union.

Moved By: _____

Seconded By: _____

Yes: _____

No: _____

Absent: _____



Managed IT Services Statement of Work with **Charter Township of Union**

Date	Provider:	Client:
August 24, 2023	CMSInter.net LLC DBA Journey Managed IT Services 131 S Main Street Mount Pleasant, MI 48858	Charter Township of Union 2010 S. Lincoln Rd. Mt. Pleasant, MI 48858

SERVICE LEVEL: MANAGED

INVOICE START DATE	UNIT PRICE	DISCOUNT	ACTUAL MONTHLY PAYMENT	TERM OF AGREEMENT	AUTO RENEWAL	OUT OF SCOPE RATE
To Be Determined	\$6035.00	\$742.30	\$5292.70	36 Months	Month-to-Month	\$75

This Statement of Work (“SOW”) is issued pursuant to the CMSInter.net LLC Master Services Agreement (“MSA”) between Charter Township of Union (“Client”) and CMSInter.net LLC (“Provider”). This SOW is subject to the terms and conditions contained in the MSA between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of the MSA and the terms of this SOW, the terms of this SOW shall govern and prevail.

This SOW, effective as of August 24, 2023 (“Effective Date”), is entered into by and between Provider and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

1. Client Responsibilities

- 1.1. **Project Manager.** Client assigned Project Manager: **Mark Stuhldreher**
- 1.2. **Access to Environment.** Client grants permission to Provider to install remote monitoring and management software, security software, remote backup software and any other management, monitoring or tools needed to perform Provider responsibilities on Client servers, desktops, laptops, and mobile devices if included in this agreement; provided the software does not conflict with any current software or monitoring equipment.
- 1.3. **Client Damage.** Client acknowledges that actions or requests by Client for software installation, updates, or configurations encompassing any device managed under this agreement in which Provider deems inappropriate or un-safe, that Provider is not responsible for damages or consequences resulting from such action. In event of such occurrence, Client will be charged regular rates for any labor related to such actions. In the event of such Client request, Provider will notify Client before performing any such action.
- 1.4. **Third Party Damage.** Client acknowledges that Provider is not responsible for any damages or consequences resulting from work on Client environment performed by third party providers not engaged or hired by Provider or otherwise approved by Provider. In event of such occurrence, Client will be charged regular rates for any labor related to such actions.
- 1.5. **Third Party Vendors.** Client agrees to allow Provider to assign, delegate, and subcontract services to third party competent contractors approved by Provider.

- 1.6. Client Data Authorization.** Client grants Provider authorization to access or view any data as necessary within the regular routine monitoring, repair, or systems improvement. Client also authorizes Provider to reasonably delete, change, and/or rewrite any necessary information to complete system repair or improvement that is consistent with the standards and practices in the industry.
- 1.7. Minimum equipment standards.** For Client's environment to qualify for Managed IT Services, the following requirements must be met:
- a. All servers with Microsoft Windows operating systems must be running Windows Server 2019 or later and have all Microsoft service packs and critical updates installed.
 - b. All hypervisors must be Microsoft Hyper-V 2019 or later.
 - c. All desktop PC's and Notebooks/Laptops with Microsoft Windows operating systems must be running Windows 10 Pro or later and have all Microsoft service packs and critical updates installed.
 - d. All server and desktop software must be genuine, licensed and vendor supported.
 - e. The environment must have a currently licensed, up-to-date, and vendor-supported Endpoint Detection and Response solution protecting all servers and workstations.
 - f. The environment must have a currently licensed, vendor-supported backup solution that can be monitored, and send notifications on job failures and successes.
 - g. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
 - h. All wireless data traffic in the environment must be securely encrypted.
 - i. All firewalls and network switch models must be approved by Provider.
- 1.1. Failing Equipment.** Experience has shown, equipment belonging to the Client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with Provider to replace the equipment at additional cost through Provider.

2. Provider Responsibilities

- 2.1. Availability Hours.** Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Provider through remote means in accordance with Exhibit A. All services qualifying under these conditions will fall under the provisions of Exhibit B.
- 2.2. Support and escalation.** Provider will respond to Client's trouble tickets under the provisions of Exhibit A, and with best effort after hours or on holidays. Trouble tickets must be opened via the Provider support software, web portal or by phone if internet is unavailable. Each call will be assigned a trouble ticket number for tracking. Provider escalation process is detailed in Exhibit A.
- 2.3. Service outside normal working hours.** Emergency services shall be subject to provisions of Exhibit A.
- 2.4. Hardware and software support.** Provider shall provide support for of all software, systems and services specified in Exhibit B, provided that all software is genuine, currently licensed, and vendor supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.
- 2.5. Client Third-Party Access.** In the event third party access is required or requested to access networks or devices managed under this agreement, Provider agrees to work constructively with Client and applicable third party(s) to provide reasonable access methods to such equipment without compromising the security of the network.
- 2.6. Third-Party Vendors.** Provider will perform due diligence and vet all third-party vendors including cloud service providers. Provider will collect and monitor vendor security, confidentiality, and breach disclosures.
- 2.7. Monitoring.** Provider will provide ongoing monitoring and security services for devices as indicated in Exhibit B. Should a problem be discovered during monitoring, Provider shall make every attempt to rectify the condition in a timely manner through remote means. Provider will provide reports upon Client request for critical alerts, scans and ticket activity and resolutions.
- 2.8. Client Monitoring.** Provider authorizes Client to monitor and periodically review Client environment, including reports and tickets.
- 2.9. Incident Notification.** Provider will notify Client of all information security or business continuity incidents in a timely manner.
- 2.10. Insurance.** Provider shall carry applicable liability and cybersecurity insurance.

3. Services Not Included

Service rendered under this Agreement does not include the following:

- a. The cost to bring Client's environment up to minimum standards required for Services.
- b. Parts, equipment, or software for Client's telecommunications systems.
- c. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- d. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind, except as to Provider Equipment provided under this agreement.

- e. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- g. Maintenance of Applications software packages, whether acquired from Provider or any other source unless specified in Exhibit B.
- h. Programming (modification of software code) and program (software) maintenance.
- i. Training Services of any kind unless listed in Exhibit B.
- j. Replacement of, parts required for repairs or labor on any type of hardware, unless equipment is provided as a hardware service and listed in Exhibit B.
- k. Consumables including but not limited to printer maintenance kits, toner, ink, batteries, and paper.
- l. Website design, changes or troubleshooting of web content.
- m. Monitoring and management of cameras, network video recorders and retrieval of video.
- n. Moves, adds, removals or major changes to devices or networks referenced in Exhibit B.

4. Payment Schedule

- 4.1. **Fees.** Services will be invoiced to Client on a monthly basis for \$5292.70 plus applicable taxes, and will become due and payable on the first day of each month, beginning on Invoice Start Date as first written above. Service, including but not limited to Network Accessibility, will be suspended if payment is not received within 60 days following date due. Refer to Exhibit B for Managed Services covered by the monthly fee under the terms of this Agreement.
- 4.2. **Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Provider for the state of use. Equipment provided by Provider through Hardware-as-a-Service, will be subtracted from the monthly total above and itemized separately on invoice so any applicable taxes can be applied including state use-tax.
- 4.3. **Additional Services.** This Service Agreement covers the services, equipment, devices, and subscriptions listed in Exhibit B, or as modified with an addendum which may result in an adjustment to the Client's monthly charges. Should Client wish to acquire additional equipment or services and wants Provider to provide service, prior approval from Provider must be obtained. It is understood that all Services requested by Client that fall outside of the terms of this Agreement will be considered out of scope and will be billed at the out-of-scope rate of \$75 per hour.

5. Term and Termination

- 5.1. **Term.** The term of this SOW ("Term") shall commence upon the Effective Date and shall continue for a period of 36 months.
- 5.2. **Termination.** This SOW may be terminated by the Client upon thirty (30) days written notice if:
 - a. Provider fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - b. Provider breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - c. Provider terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

Either party reserves the right to cancel this agreement at any time, with thirty (30) days written notification.

If either party terminates this Agreement, Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Provider the actual costs of rendering such assistance as well as payments in accordance with this agreement during the transition time, for as long as Provider continues to deliver service. Actual costs could include but are not limited to: training, data transfer, license transfers or equipment de-installation.

- 5.3. **Renewal.** This agreement will automatically renew for 1-month intervals beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Managed IT Services Statement of Work to be effective as of the Effective Date first written above.

Charter Township of Union

Journey Managed IT Services

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Managed IT Services Agreement – Exhibit A

Response and Resolution Plan Times

Definitions

Initial Response	Indicates the first contact with a technician working on the support request.
Resolution Plan	Indicates a plan has been developed to address the support request. This does not indicate the resolution of the request.
Priority	Support request priority as set by Provider during triage, based on information given by Client and recognized impact.
Critical	Service not available affecting all users or a critical business process down affecting one or more users.
High	Significant degradation of service affecting many users or a critical business process.
Medium	Limited degradation of service affecting a limited number of users or functions. Business process can continue.
Low	Small degradation of service affecting one user. Business process can continue.
Best Effort	Indicates support requests have no response time guarantees and other requests could take priority.

Response and Resolution Times

The following tables show the target response and resolution plan time for each service level and support request priority:

* Service requests awaiting Client response, pause initial response and resolution plan timers.

SERVICE LEVEL: MANAGED	INITIAL RESPONSE		RESOLUTION PLAN
PRIORITY	IN SCOPE	OUT OF SCOPE	
Critical	Within 1 hour	Within 1 hour	Within 3 hours following initial response.
High	Within 2 hours	Within 2 hours	
Medium	Within 4 hours	Within 4 hours	
Low	Within 1 Business Day	Within 1 Business Day	

Service Delivery Hours

*Response and resolution plan times apply during Service Delivery Hours as shown below.

Remote and Onsite Device and Network Management	8am-5pm M-F (excluding public holidays)
Help Desk	8am-5pm M-F (excluding public holidays)
Self-Ticket Creation	24x7x365
Device, Network and Security Monitoring	24x7x365
Critical Priority Tickets	24x7x365

Service Request Procedure

1. Support request is received via phone or support application
2. Trouble ticket is created
3. Ticket is triaged to determine priority level
4. Issue is assigned to IT technician

If issue can be resolved remotely:

5. Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in ticket system

If issue cannot be resolved remotely:

8. Escalate to onsite support
9. Onsite Resolution - issue is worked to successful resolution
10. Quality Control –Issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in ticket system

Managed Remote Backup and Disaster Recovery

In Scope

Remote Backup Service	<input checked="" type="checkbox"/>
• 24x7x365 Backup Monitoring	<input checked="" type="checkbox"/>
• Initial Backup Restoration Test	<input checked="" type="checkbox"/>
• Recurring Backup Restoration Testing	<input checked="" type="checkbox"/>
• Restoration of Files or System Images	<input checked="" type="checkbox"/>
Disaster Recovery Services	<input type="checkbox"/>
• Standby Disaster Recovery Environment	<input type="checkbox"/>
• Monitoring and Maintenance of Standby Environment	<input type="checkbox"/>

Security Services

In Scope

Endpoint Protection	<input checked="" type="checkbox"/>
• Protection and Detection	<input checked="" type="checkbox"/>
• Remediation of Detected Events	<input checked="" type="checkbox"/>
• Privileged Access Management	<input checked="" type="checkbox"/>
• Application Whitelisting and Ring Fencing	<input checked="" type="checkbox"/>
• Threat Hunting	<input checked="" type="checkbox"/>
Multi-Factor Authentication	<input checked="" type="checkbox"/>
• User Account and Configuration Management	<input checked="" type="checkbox"/>
• User Device Enrollment Maintenance	<input checked="" type="checkbox"/>
• Application and Appliance Integration Maintenance	<input checked="" type="checkbox"/>
Security Awareness Training	<input checked="" type="checkbox"/>
• User Management	<input checked="" type="checkbox"/>
• Configuration of Automated Phishing Policies	<input checked="" type="checkbox"/>
• Coordination of Staff Training	<input checked="" type="checkbox"/>
• Reporting of Phishing and Training Results	<input checked="" type="checkbox"/>
Managed Firewall	<input checked="" type="checkbox"/>
• Security Configuration Management	<input checked="" type="checkbox"/>
• Remote Access Management	<input checked="" type="checkbox"/>
• VPN Management	<input checked="" type="checkbox"/>
• 24x7x365 Monitoring	<input checked="" type="checkbox"/>
• Licensing	No
Security Information and Event Management (SIEM)	<input checked="" type="checkbox"/>
• Log Ingestion and Correlation	<input checked="" type="checkbox"/>
• 24x7x365 Monitoring and Alert Response	<input checked="" type="checkbox"/>
• Threat Hunting	<input checked="" type="checkbox"/>
Password Manager	<input checked="" type="checkbox"/>
• Individual Employee Password Vaults	<input checked="" type="checkbox"/>
• Password Breach Monitoring	<input checked="" type="checkbox"/>
• Azure AD User Synchronization	<input checked="" type="checkbox"/>
• MFA Integration	<input checked="" type="checkbox"/>

Managed IT Services Agreement – Exhibit B

Network and Device Management

In Scope

Workstation Management	<input checked="" type="checkbox"/>
• Operating System Patch Management	<input checked="" type="checkbox"/>
• Operating System and Configuration Maintenance	<input checked="" type="checkbox"/>
• Patch Management of Approved Software	<input checked="" type="checkbox"/>
• Performance Alerting and Remediation	<input checked="" type="checkbox"/>
• Reporting	<input checked="" type="checkbox"/>
• End-User Trouble Ticketing	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
• Hardware Repair	No
Server Management	<input checked="" type="checkbox"/>
• Operating System Patch Management	<input checked="" type="checkbox"/>
• Patch Management of Approved Software	<input checked="" type="checkbox"/>
• Scheduled Off Time Server Maintenance	<input checked="" type="checkbox"/>
• Management of Users, Groups, Directory Structure, Permissions and Security Policies	<input checked="" type="checkbox"/>
• RAID Array Monitoring	<input checked="" type="checkbox"/>
• Event Log Monitoring	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
• Hardware Repair	No
Printer Management	<input checked="" type="checkbox"/>
• Security and Configuration Management	<input checked="" type="checkbox"/>
• Maintain Functional Network Operation	<input checked="" type="checkbox"/>
• Hardware Repair	No
Mobile Device Management	<input type="checkbox"/>
• Application Deployment	<input type="checkbox"/>
• Security Policy Management	<input type="checkbox"/>
• Maintain Functional Network Operation	<input type="checkbox"/>
• Hardware Repair	No
Network Management	<input checked="" type="checkbox"/>
• Internet and Network Capacity Planning	<input checked="" type="checkbox"/>
• Internet Connection Monitoring and Trouble Remediation with ISP	<input checked="" type="checkbox"/>
• Network Security and Configuration Management	<input checked="" type="checkbox"/>
• Wireless LAN Security and Configuration Management	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
Fax Management	No

Cloud and Application Support

In Scope

Microsoft Office Support	<input checked="" type="checkbox"/>
Line of Business Application Management	<input checked="" type="checkbox"/>
Trouble Remediation with Application Vendors	<input checked="" type="checkbox"/>

Virtual CIO

In Scope

Quarterly Business and Technology Reviews	<input checked="" type="checkbox"/>
• Technology Review based on Operational Statistics and Ticket History	<input checked="" type="checkbox"/>
• Technology Solution Design and Planning	<input checked="" type="checkbox"/>
• Technology Budget Planning	<input checked="" type="checkbox"/>

Managed IT Services Agreement – Exhibit B

Technical Support

In Scope

Tier 1 Support	<input checked="" type="checkbox"/>
• Basic End User and Application Support	<input checked="" type="checkbox"/>
• Basic Systems Support	<input checked="" type="checkbox"/>
• Ticketing System	<input checked="" type="checkbox"/>
Tier 2 Support	<input checked="" type="checkbox"/>
• Advanced End User and Application Support	<input checked="" type="checkbox"/>
• Advanced Infrastructure Support	<input checked="" type="checkbox"/>

Included Device Counts

QTY

Users	33
Workstations	50
Servers	8
Mobile Devices	0

Included Software Support

--

Remote Backup and Disaster Recovery Restoration / Failover Testing Schedule

annual



Quote

Quote Number: 3048

Payment Terms: DUE ON COMPLETION

Expiration Date: 04/30/2023

Quote Name: Journey Managed IT Service Renewal 2023

Quote Prepared For

Mark Stuhldreher (CA)
Charter Township of Union
 2010 South Lincoln Road
 MT PLEASANT, 48858
 Phone:9897724600
 mstuhldreher@uniontownshipmi.com

Quote Prepared By

Brandon Mills
CMS Internet LLC
 131 South Main Street
 Mt. Pleasant, MI 48858
 United States
 Phone:989-817-4041
 Fax:989-779-2300
brandon@cmsinter.net

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
Monthly Items						
1)	1	Journey Managed IT Service	\$6,035.00	\$742.31	\$5,292.6950	\$5,292.70
		- 36 Month Full Managed IT Services Agreement				
		- 33 Users				
		- 50 Workstations				
		- 7 Servers				
		- 1000GB Cloud Storage BAAS				
		- Unlimited IT Consulting and Cybersecurity Management				
		- Unlimited Support				
		- IT Vendor Management				
		Cybersecurity Management				
		- Baseline Security Management Across All Devices				
		- Deployment, Monitoring and Management of Cybersecurity Software Stack				
		- Employee Training Implementation and Management				
		- Compliance and Assessment Assistance				
		- Patch Management				
		Security Information and Event Management				
		- Log Ingestion and Correlation				
		- 1 Month Hot Data Retention				
		- 24x7x365 Third Party SOC				
		- Monitoring and Alert Response				
		- Threat Hunting				
		- Cold Storage Not Included				
		Endpoint Protection				
		- Endpoint Detection and Response				

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
		-- NGAV and Behavioral AI				
		-- Unknown Threat and Fileless Malware Protection				
		-- Ransomware Protection				
		-- Network and Device Control				
		- Managed Detection and Response				
		-- Persistent Threat Detection				
		-- Ransomware Canaries				
		-- External Scanning				
		-- Threat Hunting				
		- Application Whitelisting				
		- Application Ring Fencing				
		- Privileged Access Management				
		Multi-Factor Authentication				
		- Azure AD User Synchronization				
		- Application Integrations for Push Notification Service				
		Security Awareness Training				
		- Employee Security Training				
		- Simulated Phishing, Vishing and USB Drive Attacks				
		Password Manager				
		- Individual Employee Password Vaults + Free Family Plans Included for Personal Use				
		- Breach Watch				
		- Azure AD User Synchronization				
		- MFA Push Notifications				
		Backup-As-A-Service				
		- Managed Cloud Backup Service				
		- Monitored and Maintained				
		-Annual Restoration Testing				
					Monthly Total	\$5,292.70
YEARLY THIRD PARTY RETAIL (ESTIMATE) \$23,706.48					Subtotal	\$5,292.70
YEARLY EQUIVALENT SUPPORT HOURS @ \$150/HR 265.39						
EQUIVALENT FULL TIME HOURLY PAY (EXCLUDING OVERHEAD) \$21.42						
EQUIVALENT YEARLY SALARY (EXCLUDING OVERHEAD) \$44,550.00						
MONTHLY PRICE \$5,292.70						
TERM 36						
					Total Taxes	\$0.00
					Total	\$5,292.70

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



REQUEST FOR BOARD ACTION

To: Board of Trustees	DATE: January 19, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR CONSIDERATION: 1/24/2024
ACTION REQUESTED: To adopt a resolution of approval for a new Industrial Facilities Tax Exemption certificate and associated Agreement of Understanding for an 11,760 square-foot addition to the existing Michael Engineering, Ltd. facility at 5625 Venture Way (PID 14-152-00-006-01) in an existing Industrial Development District that is part of the Enterprise Industrial Park, for a term of eight (8) years beginning in the 2025 tax year.	

Current Action Emergency

Funds Budgeted: Not Applicable No If Yes Account#

BACKGROUND INFORMATION

Industrial Facilities Tax Exemption – Summary and Timeframe for Consideration

Michigan Public Act 198 of 1973, as amended (MCL207.551 to MCL207.572) allows the Township to provide for a fifty percent (50%) reduction of the Township’s and all other entities’ millages for which taxes are levied for a set period of time from one (1) to twelve (12) years to encourage companies to construct, renovate, or expand a wide variety of industrial facilities and certain types of high-technology business facilities. This is done through Board of Trustees approval of a resolution authorizing an Industrial Facilities Tax Exemption (IFTE) certificate, which must also be approved by the State of Michigan. If approved, the IFTE covers only the specific project that is the subject of the application.

Per Section 6 of Act 198, the Township is required to hold a hearing and to take final action on an IFTE application within 60 days of receipt of a complete and accurate application. The hearing was held on 1/10/2024, after required notices were provided. In accordance with this requirement, final consideration of the application and associated Agreement of Understanding has been included on the January 24, 2024 regular meeting agenda.

Previous IFTE Approval and the Current Project

On April 10, 2013, the Board of Trustees approved an IFTE certificate with a 12-year term to help facilitate the establishment of the new Michael Engineering facility at 5625 Venture Way (PID 14-152-00-006-01) in the Enterprise Industrial Park south of E. Pickard Rd. (M-20) in the Township’s East Downtown Development Authority (DDA) District. This 2013 IFTE certificate will expire at the end of the 2025 tax year.

In the Spring of 2023, Michael Engineering began construction of an 11,760 square-foot addition to their existing building, which was completed in October. As noted in the two letters accompanying their application, the company’s financial investment in this project exceeds \$1.36 Million. The addition will be used for manufacturing of two-part metering systems for epoxies, silicones, and urethanes, and to expand the company’s product offerings in the area of industrial automation systems.

Agreement of Understanding – Summary of Key Elements

Act 198 requires that, as part of any approval of the IFTE application, an Agreement of Understanding would need to be executed between the company and the Township. The following is a summary of the key elements and conditions included in the proposed Agreement:

- A description of the project;
- Annual reporting requirements to the Township;
- Provisions for transfer and amendment of the IFTE and associated Agreement; and
- Provisions for repayment of all or part of the abated taxes by the company for noncompliance, if an approved IFTE certificate is revoked by the State of Michigan.

Proposed and Recommended Term of the IFTE

For this current IFTE application, the company has proposed the same 12-year term as was previously approved in 2013 for the original building construction. In his 11/22/2023 letter, company President Eric Prewett states, *“Granting this (industrial facilities tax) abatement will improve our ability to compete within our industry and help insure our current growth.”* The Township Administration agrees with the applicant that the proposed IFTE would help to support the company’s current and future growth and ability to compete in their marketplace, but does not support the applicant’s proposed 12-year term.

For the following reasons, the Administration recommends that the Board of Trustees consider authorization of an eight (8) year term for the proposed tax abatement:

- (1) The project scope is not for a new facility, as was the case with the approved IFTE application in 2013, but rather consists of an expansion of their existing facility.
- (2) The approved final site plan for this project includes provisions for another potential addition, which would also be eligible for a separate future IFTE application.
- (3) The current application does not include any specific commitments from the company related to new jobs to be created and new investments in equipment, as would be more common for development of a new facility.
- (4) The recommended eight (8) year term provides substantial relief for the applicant to support this important expansion project, while also preserving capacity for the Board of Trustees to be able to approve similar incentives for other new industrial/high technology development projects that can also provide substantial investment and employment benefits to the Township and its residents.
 - (a) The Administration can confirm that there have been contacts with staff from other companies in the Township indicating active consideration of or preparation for pursuit of development projects potentially eligible for IFTE approval.
 - (b) Section 9 of Act 198 includes provisions limiting the scope of local tax abatement/IFTE approvals to ensure that the aggregate amount of previously approved and active IFTE certificates *“shall not have the effect of substantially impeding the operation of...or impairing the financial soundness”* of the Township and each of the other affected taxing jurisdictions.

Timing of the Current IFTE Application

Michael Engineering’s operations at their facility in the Enterprise Industrial Park qualify for consideration of an IFTE certificate approval under the terms of Act 198. However, it must be noted that the company did not submit a complete application for approval within six (6) months from the “*commencement of...construction of the facility*” as required Section 9(2)(c) of Act 198.

The Township Administration recommends that the Board of Trustees proceed with consideration and action on the proposed IFTE, despite the lateness of the application. There is a provision in Section 9 of the state Act which allows for consideration by the State of Michigan of a late application “*that otherwise meets the criteria of this act (and) that has received written approval from the chairperson of the Michigan economic growth authority*” (Section 9(2)(h)(x)). If the IFTE is approved by the Township, it will be up to the applicant to apply for and secure this additional “*written approval*” prior to any final consideration by the State of Michigan.

The complete application was also received well after the 10/31/2023 deadline set by Act 198 for consideration of a tax abatement in the 2024 tax year, meaning that any approved IFTE would only become effective beginning in the 2025 tax year.

SCOPE OF SERVICES

To adopt a resolution of approval for the IFTE application and associated Agreement of Understanding for an 11,760 square-foot addition to the Michael Engineering, Ltd. facility at 5625 Venture Way.

JUSTIFICATION

The approval of the Industrial Facilities Exemption application and associated Agreement of Understanding will increase the tax base and facilitate the retention and growth of a valued industrial/high technology business in the Township’s Enterprise Industrial Park and existing Industrial Development District.

BOARD OF TRUSTEES GOALS ADDRESSED

Board of Trustees goals addressed (from Policy 1.0: Global End):

- 1. Community well-being and the common good**
- 5. Commerce**

COSTS

Because the application arrived well after the Act 198 deadline for the 2024 tax year, the Township Assessor anticipates that any approved IFTE certificate for this project would only become effective beginning with the 2025 tax year. The full millage rates will apply for the 2024 tax year to the taxable value of the completed addition as of 12/31/2023. Approval of the

requested IFTE would then result in a net reduction in property tax revenue to the Township and the other affected taxing jurisdictions, beginning in 2025.

The anticipated property tax revenue impacts of the new investment and proposed IFTE are shown in the table below, based on current millage rates as of 12/31/2023 and an estimated taxable value (50% of the assessed value) for the building addition of \$650,000:

Taxing Jurisdiction	Millage Rates	Estimated Taxes Without IFTE	Estimated IFTE Abatement Savings for the Company		
			Per-Year	Over the Requested 12-Year Period	Over the Recommended 8-Year Period
Isabella Co. - Operating	6.6100	\$4,297	\$2,148	\$25,779	\$17,186
Isabella Co. Transportation Commission	0.8620	\$560	\$280	\$3,362	\$2,241
Isabella Co. - Medical Care	1.0000	\$650	\$325	\$3,900	\$2,600
Isabella Co. Commission on Aging	0.8776	\$570	\$285	\$3,423	\$2,282
Isabella Co. - Parks and Recreation	0.3500	\$228	\$114	\$1,365	\$910
Union Township – General Fund	1.0000	\$650	\$325	\$3,900	\$2,600
Union Township - Fire	2.2500	\$1,463	\$731	\$8,775	\$5,850
Mt. Pleasant Schools - Operating	18.0000	\$11,700	\$5,850	\$70,200	\$46,800
Mt. Pleasant Schools - Debt 2022	1.3200	\$858	\$429	\$5,148	\$3,432
Mt. Pleasant Schools - Debt 2016	1.9400	\$1,261	\$631	\$7,566	\$5,044
Mt. Pleasant Schools - Debt 2020	0.7200	\$468	\$234	\$2,808	\$1,872
Gratiot/Isabella - RESD	0.2640	\$172	\$86	\$1,030	\$686
Gratiot/Isabella -Special Education	4.2000	\$2,730	\$1,365	\$16,380	\$10,920
Gratiot/Isabella - Vocational Education	1.0000	\$650	\$325	\$3,900	\$2,600
Chippewa Library	1.7500	\$1,138	\$569	\$6,825	\$4,550
Mid Michigan College	1.2183	\$792	\$396	\$4,751	\$3,168
TOTALS:	43.3619	\$28,185	\$14,093	\$169,111	\$112,741

Please note that the calculations reflected in the table are estimates, as it is hard to predict what millage rates will be over an 8 or 12-year period. In addition, assessed values will fluctuate with the market and taxable values may be adjusted by an inflation rate multiplier during the term of the IFTE. Also, please note that the current State Education millage is not included in the table, because it is not affected by any approved IFTE.

An Affidavit of Fees is attached in accordance with the requirements of Public Act 198 of 1974, as amended. The Township charges a fee of \$750.00 for new IFTE applications, which is intended to cover the administrative costs of processing the application, preparing required documents, and disseminating required hearing notices.

TIMETABLE

Following any action to adopt a resolution of approval for the IFTE application and associated Agreement of Understanding for the project, documentation of this action would be forwarded by the Township Assessor to the State Tax Commission for final action. At the same time, it would be

necessary for the applicant to take action to apply for and secure “*written approval from the chairperson of the Michigan economic growth authority*” per Section 9(2)(h)(x) of Act 198.

RESOLUTION

To adopt a resolution of approval for a new Industrial Facilities Tax Exemption certificate and associated Agreement of Understanding for an 11,760 square-foot addition to the existing Michael Engineering, Ltd. facility at 5625 Venture Way (PID 14-152-00-006-01) in an existing Industrial Development District that is part of the Enterprise Industrial Park, for a term of eight (8) years beginning in the 2025 tax year.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**CHARTER TOWNSHIP OF UNION
ISABELLA COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
FOR MICHAEL ENGINEERING, LTD.**

At a regular meeting of the Board of Trustees for the Charter Township of Union, Isabella County, Michigan held on the _____ day of _____, 2024:

WHEREAS, Michael Engineering, Ltd. filed an application for an Industrial Facilities Exemption (IFTE) Certificate pursuant to the requirements of Public Act 198 of 1973, as amended, MCL207.551 to MCL207.572 (Act 198) for an 11,760 square-foot addition to their existing facility at 5625 Venture Way (PID 14-152-00-006-01; T14N R4W, SEC 13; ENTERPRISE PARK SOUTH 377.96 FT OF LOT 6) that is part of an existing Industrial Development District within the Township’s Enterprise Industrial Park; and

WHEREAS, completion of the addition to the existing facility at 5625 Venture Way is calculated to and will at the time of issuance of the IFTE Certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the Township; and

WHEREAS, the portion of the state equalized value (SEV) of the addition that will be exempt from ad valorem taxes after the granting of the IFTE Certificate will not exceed five percent (5%) of an amount equal to the sum of the aggregate SEV of the Township plus the SEV of the exempted property; and

WHEREAS, before acting on this IFTE application, the Board of Trustees took action on December 13, 2023 to set a hearing date for January 10, 2024. Pursuant to Act 198 requirements, hearing notices were provided directly to the applicant, Assessor, and representatives from each of the affected taxing jurisdictions. Notices were also posted at the Township Hall and on the Township’s website, and published in The Morning Sun newspaper on December 31, 2023; and

WHEREAS, the Board of Trustees held a hearing on Wednesday, January 10, 2024 at 7:00 p.m. in the Township Hall Board Room at 2010 S. Lincoln Rd., Mt. Pleasant, MI 48858, at which the applicant, Assessor, and representatives from each of the affected taxing jurisdictions were afforded an opportunity to be heard for any comments about the application; and

WHEREAS, the Township acknowledges that Michael Engineering, Ltd. did not submit a complete application for approval within the maximum six (6) month period from the “*commencement of...construction of the facility*” as required Section 9(2)(c) of Act 198, and that the Board of Trustees chose to proceed with the hearing on the proposed IFTE despite the lateness of the application; and

WHEREAS, the Township also acknowledges that it will be necessary for Michael Engineering, Ltd. to resolve the deficiency associated with the late application by applying for and securing “written approval from the chairperson of the Michigan economic growth authority” per Section 9(2)(h)(x) of Act 198, prior to any final consideration by the State of Michigan, and that the Board of Trustees supports the issuance of this written approval and final State of Michigan approval of an IFTE Certificate for this project.

NOW, THEREFORE, LET IT BE RESOLVED that the Charter Township of Union Board of Trustees finds and determines that the granting of the IFTE Certificate for this Michael Engineering, LTD. project, considered together with the aggregate amount of IFTE certificates previously granted and currently in force under Act 198, shall not have the effect of substantially impeding the operation of the Township or impairing the financial soundness of the other affected taxing jurisdictions.

BE IT FURTHER RESOLVED that the application from Michael Engineering, Ltd. for an IFTE Certificate for an 11,760 square-foot addition to their existing facility at 5625 Venture Way (PID 14-152-00-006-01; T14N R4W, SEC 13; ENTERPRISE PARK SOUTH 377.96 FT OF LOT 6) that is part of an existing Industrial Development District within the Township’s Enterprise Industrial Park is hereby approved. The IFTE Certificate when issued shall commence per Act 198 in the 2025 tax year and shall be and remain in force for a term of _____ years.

The foregoing resolution was offered by _____ and supported by _____.

Upon roll call vote, the following voted:

<u>Board of Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Supervisor Bryan Mielke	_____	_____	_____	_____
Clerk Lisa Cody	_____	_____	_____	_____
Treasurer Kim Rice	_____	_____	_____	_____
Trustee Connie Bills	_____	_____	_____	_____
Trustee Jeff Brown	_____	_____	_____	_____
Trustee Brian Smith	_____	_____	_____	_____
Trustee James Thering	_____	_____	_____	_____

RESOLUTION DECLARED ADOPTED.

Bryan Mielke, Supervisor

Date

CERTIFICATION

I, Lisa Cody, Clerk for the Charter Township of Union, do hereby certify that the foregoing is a true and complete copy of the action taken by the Board of Trustees at a regular meeting held on the _____ day of _____, 2024. I further certify that public notice was given and the meeting was conducted in full compliance with the Open Meetings Act (Public Act 267 of 1976, as amended).

Lisa Cody, Clerk

Certification Date

**INDUSTRIAL FACILITIES TAX EXEMPTION (IFTE) CERTIFICATE
AGREEMENT OF UNDERSTANDING**

THIS AGREEMENT. is entered into as of the _____ day of _____, 2024 between the CHARTER TOWNSHIP OF UNION, a local governmental unit whose business offices are located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, hereinafter referred to as the "Township," and MICHAEL ENGINEERING, LTD., 5625 Venture Way, Mt. Pleasant, Michigan, hereinafter referred to as the "Company," pursuant to the requirements of Section 22 of Michigan Public Act 198 of 1973, as amended (MCL207.551 to MCL207.572), hereinafter referred to as "Act 198."

WHEREAS, the Company has requested that the Township's Board of Trustees approve the Company's application for an industrial facilities tax exemption (IFTE), filed pursuant to Act 198, wherein certain property taxes otherwise payable by the Company would be reduced pursuant to the application so filed; and

WHEREAS, the Township's Board of Trustees has approved the Company's IFTE application, subject only to the Township and Company entering into the written agreement as required by Act 198, which provides that a new IFTE shall not be approved by a local unit unless a written agreement is entered into between the local unit of government and the company, and a copy thereof filed with the Department of Treasury of the State of Michigan; and

WHEREAS, the Township and Company now desire to enter into such a written agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Agreement as required by Act 198.** This Agreement constitutes the written agreement required by Act 198 with respect to the Company's application to the Township for an industrial facilities tax exemption (IFTE), and shall satisfy the requirement for a written agreement which is a condition of approval of the Company's request for the IFTE. The Company understands that through its investment in an addition to its facility at 5625 Venture Way, and the Township by its investment through approval of the Company's application for an IFTE are mutually investing in and benefiting from this economic development project.
2. **Definition of the Project.** The Company's project, which is the subject of their IFTE application, shall consist of new construction of an 11,760 square-foot addition to the Company's existing facility at 5625 Venture Way, at an estimated cost of construction of \$1,361,468.65. The construction was commenced in April of 2023 and completed in October of 2023. The addition will be used for light industrial purposes in connection with the manufacturing of two-part metering systems for epoxies, silicones, and urethanes; and for development and testing of industrial production line automation systems.
3. **Company Commitment to Operate the Facility.** The Company hereby commits to operating the facility at 5625 Venture Way for the entire term of the approved IFTE.
4. **Township Confirmation of Support for IFTE Certificate Approval by the State of Michigan.** The Township hereby confirms its full support for approval by the State of Michigan of the requested IFTE Certificate to commence per Act 198 in the 2025 tax year for a term of _____ years. This includes support for the Company's anticipated request for "*written approval from the chairperson of the Michigan economic growth authority*" as required

per Section 9(2)(h)(x) of Act 198 because the Company did not submit a complete and accurate application for approval within the maximum six (6) month period from the “commencement of...construction of the facility” as required Section 9(2)(c) of Act 198.

5. **Reporting.** Not later than the fourth Monday in January following the end of the 2025 tax year, and for each of the years following during the term of the IFTE, the Company shall Inform the Township of:
 - (a) the current number of employees, both full and part-time;
 - (b) the current number of Township residents employed, and change in this number since the last report;
 - (c) the number of new jobs created since the last report, both full and part-time;
 - (d) a summary of the Company’s investments in the facility operation since the last report; and
 - (e) any other updates or new information since the last report, as determined by the Company to be relevant to the facility operation for the term of the approved IFTE.

6. **Binding Effect, Transfer, and Amendment.** This agreement shall be binding upon and shall insure to the benefit of the Township and the Company. This agreement is transferable with written consent from the Township and in accordance with the requirements of Act 198. This agreement may be amended only in writing and by execution thereof by both the Township and the Company.

7. **Provisions for Noncompliance.** The Township and Company mutually agree that the following provisions shall apply in the event of noncompliance by the Company with requirements or conditions of the IFTE approval, including this Agreement:
 - (a) Except as provided in subparagraph (b) below, if during the term of an approved IFTE the Company is determined by the Township to have vacated its facility at 5625 Venture Way, or taken an action which constitutes relocation of more than an insubstantial part of this facility to another jurisdiction, or closed more than an insubstantial part of this facility, or failed to timely pay all applicable real and personal property taxes for the subject property in accordance with established payment deadlines, or otherwise violated this Agreement, then:
 - i. the Township’s Board of Trustees may adopt a resolution requesting the State Tax Commission to revoke the previously approved IFTE for the remaining term; and
 - ii. if the IFTE is revoked by the State Tax Commission, the Company shall repay the Township’s portion of the abated taxes for all periods for which the tax abatement shall have been received.
 - iii. If the Company does not repay the Township upon demand, the Township may collect the required repayment in the manner provided by Act 198 for

the collection of delinquent industrial facilities taxes or in any other manner permitted by law.

(b) There shall be no obligation on the part of the Company to repay any portion of the abated taxes if the Company vacates its facility at any point during the final two (2) calendar years of the approved IFTE and the Company and Township mutually agree that the reason for such action is beyond the Company's control due to loss of contracts or inability to obtain product components or materials, or is otherwise reported in writing by the Company's Board of Directors to be economically justified. Such a determination shall be supported by a written report prepared and certified by the Company's independent public accountant or other independent professional consultant familiar with the Company's industry and whose business regularly includes financial analysis of the type in question.

i. In the event the Company intends to vacate its facility within such period, and if its Board of Directors believes that it is based upon economic justification, it will so notify the Township within 30 calendar days after its determination to vacate and at the time of such notice shall provide the Township the details of its economic analysis of the situation, including the supporting independent report.

ii. In such circumstances, the Township may adopt a resolution requesting the State Tax Commission to revoke the previously approved IFTE for the remaining term.

(c) The Township shall provide at least 15 calendar days written notice to the Company if the Township intends to take action under this Section 7., and shall permit the Company an opportunity to be heard concerning the matter at a hearing held by the Township Board of Trustees with notice provided in accordance with the hearing notice requirements of Act 198.

8. **Counterparts.** This agreement may be executed in any number of copies, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above, and a true copy thereof shall be filed with the Department of Treasury of the State of Michigan pursuant to the requirements of Act 198.

In subscribing to this Agreement, the Persons so subscribing represent that they are duly authorized on behalf of the parties.

MICHAEL ENGINEERING, LTD

CHARTER TOWNSHIP OF UNION

Signature Date

Bryan Mielke, Supervisor Date

Printed Name

Lisa Cody, Clerk Date

Title

Signature Date

Printed Name

Title

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit 11/27/2023
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Michael Engineering, Ltd	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3561	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5625 VENTURE WAY	▶ 1d. City/Township/Village (indicate which) MT. PLEASANT	▶ 1e. County ISABELLA
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located MT. PLEASANT	▶ 3b. School Code 37010
	4. Amount of years requested for exemption (1-12 Years) 12 yrs	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Single level steel building to house light industrial operations for the manufacture of industrial equipment/machinery.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$1,361,468.65 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ _____ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ \$1,361,468.65 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>04/07/2023</u>	<u>10/17/2023</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 31	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 4
--	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____	
b. TV of Personal Property (excluding inventory) _____	
c. Total TV _____	


12a. Check the type of District the facility is located in.
 Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 04/10/2013	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Eric Prewett	13b. Telephone Number (989) 772-4073	13c. Fax Number (989) 772-3500	13d. E-mail Address eric@michaelengineering.c
14a. Name of Contact Person Eric Prewett	14b. Telephone Number (989) 317-9133	14c. Fax Number	14d. E-mail Address eric@michaelengineering.c
▶ 15a. Name of Company Officer (No Authorized Agents) Eric V. Prewett			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (989) 772-3500	15d. Date 11/27/2023
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5625 Venture Way, Mt Pleasant, MI 48858		15f. Telephone Number (989) 772-4073	15g. E-mail Address eric@michaelengineering.cc

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. School Code			
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk Lisa Cody	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



5625 Venture Way
Mt. Pleasant, MI 48858
Ph: 989-772-4073 / Fx: 989-772-3500



Rook

Metering Equipment, Inc.

Eric Prewett
Michael Engineering, Ltd.

November 22, 2023

Charter Township of Union
Board of Trustees

RE: Industrial Facilities Tax Abatement request

We would like to request an Industrial Facilities Tax Abatement for our new building addition. This new addition adds 11,760 sq ft of space to our existing facility at: 5625 Venture Way, Mt. Pleasant, MI 48858.

This space will be used for light industrial purposes in connection with the manufacturing of two-part metering systems for epoxies, silicones and urethanes and industrial automation. As we expand our product offerings into industrial automation, we will use this additional space to allow the development and testing of production line automation systems.

Granting this abatement will, Lord willing, allow Michael Engineering, Ltd. to apply more capital and labor towards developing significant customer applications, expanding the scope and value of the projects that we can take on. It will also allow us to continue to expand the number of skilled automation and engineering positions we can maintain in support of these customer applications.

Since 2013, the date of our last building addition, we have grown from 15 full time and 9 part time (24 total) employees to 25 full time and 6 part time (31 total) employees. Our payroll has expanded from \$451,000 per year to \$1,091,000 per year. We hope to continue this growth trend in the future.

Granting this abatement will improve our ability to compete within our industry and help insure our continued growth.

Eric V. Prewett

President



5625 Venture Way
Mt. Pleasant, MI 48858
Ph: 989-772-4073 / Fx: 989-
772-3500



Rook
Metering Equipment, Inc.

Charter Township of Union
Attn: Lisa Cody, Clerk
2010 S. Lincoln Rd.
Mt. Pleasant, MI 48858

RE: Request Consideration for an Industrial Facilities Tax Exemption

Dear Mrs. Cody:

Michael Engineering requests the Charter Township of Union consider the request for an Industrial Facilities Tax Exemption for their property located at 5625 Venture Way, Mt. Pleasant, MI 48858. We wish to apply for a public 198 Industrial Facilities Tax Exemption based on the expansion of our current facility. The investment will be approximately \$1,361,468 for real property. We do not anticipate adding personal property at this time but hope to do so in the future.

As President of Michael Engineering Ltd. I have the authority to sign on behalf of the Limited Liability Partnership. Michael Engineering, Ltd. is the tenant of REC Investments, LLC. The principal land owner, of which I am a partner. Michael Engineering is in a long-term triple net lease arrangement with REC Investments LLC and is responsible for all property taxes associated with the site.

The property's legal description is as follows:

T14N R4W, SEC13; ENTERPRISE PARK the South 377.96 Ft. of Lot 6

Please feel free to contact me at 989-772-4073

Sincerely,

Eric V. Prewett, President
Michael Engineering, Ltd.



5625 Venture Way
 Mt. Pleasant, MI 48858
 Ph: 989-772-4073 / Fx: 989-772-3500



Rook
Metering Equipment, Inc.

Cost of Improvements:

The following table details the cost associated with the recent building project at Michael Engineering, Ltd. 5625 Venture Way, Mt Pleasant, MI 48858


#	ITEM	COST
1	Design services, site layout, utility survey	\$10,637.50
2	Electrical layout and design	\$6,500.00
3	Building materials, labor, and supplies	\$1,049,604.64
4	Excavation, materials, site work	\$205,604.28
5	Permits and fees	\$49,001.68
6	Landscaping labor and materials	\$40,120.55
	Total	\$1,361,468.65

This summary was for a 11,760 sq ft addition.


**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**

We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

Charter Township of Union (Isabella County)

Signed: 
Printed Name: Jill Peters
Title: Assessor
Date: 11/27/2023

Applicant: Michael Engineering Limited

Signed: 
Printed Name: ERIC V. PREWETT
Title: PRESIDENT
Date: 11/27/2023

To: Board of Trustees	DATE: January 17, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 1/24/2024
Action Requested: To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$27,500.00 to provide civil engineering and construction administration services for completion of approximately 1,300 linear feet of new sidewalk construction along the north side of Pickard Rd. from the S. Lincoln Rd. intersection east to the existing sidewalk near Ashland Dr.; and to authorize the Township Manager to sign the agreement.	

Current Action X Emergency
Funds Budgeted: Yes X Account #101-441-967.500
Finance Approval: ST

BACKGROUND INFORMATION

This proposed agreement for sidewalk engineering and construction administration services is a new project that would be implemented under the Township’s current master agreement with Gourdie-Fraser, Inc. The proposed scope of work includes surveying, civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for completion of approximately 1,300 linear feet of new sidewalk along the north side of Pickard Rd. from the S. Lincoln Rd. intersection east to the existing sidewalk near Ashland Dr. The project would also include construction of necessary sidewalk ramps at the S. Lincoln Rd. – E. Pickard Rd. intersection.

This project would complete a barrier-free pedestrian link from the Township Hall and McDonald Park into the City of Mt. Pleasant and the regional network of sidewalks and pedestrian pathways. The project may require additional easements from affected property owners. The extent of existing road rights-of-way and scope of any needed easements will be determined once the initial surveying is completed by Gourdie-Fraser.

SCOPE OF SERVICES

Civil engineering, design, bidding and permitting assistance, and construction administration and inspection services for new sidewalk construction.

JUSTIFICATION

The new section of public sidewalk will improve barrier-free pedestrian access to the Township Hall, and to McDonald Park ballfields and other amenities like the new NFC Outdoor Fitness Court. The extension of the sidewalk network along E. Pickard Rd. will also help to improve safety in the area for pedestrians safety and bicyclists.

GOALS ADDRESSED

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

- 1. Community well-being and common good**
- 3. Safety and Health**

The sidewalk improvements expand the pedestrian pathway network for an accessible, walkable and bikeable community (1.3.1). This project will help all residents to enjoy a safe and healthy environment (1.3). The improved pedestrian access can be used by residents of all ages to engage in a vibrant community life (1.1) and to maintain an active and healthy lifestyle (1.3.3).

COSTS

\$27,500.00

PROJECT FUNDING

The FY2024 General Fund budget includes a total of \$955,000.00 (account #101-441-967.500) for the design and construction of sidewalk improvements, including a total of \$360,000 reserved for this proposed project.

TIMETABLE

The Township Engineer from Gourdie-Fraser is prepared to begin work on this project promptly following a Board of Trustees authorization. Provided that necessary easements can be secured, the proposed scope of work can be completed in time for sidewalk construction prior to the end of the 2024 construction season.

RESOLUTION

To approve the agreement with Gourdie-Fraser, Inc. in the amount not to exceed \$27,500.00 to provide civil engineering and construction administration services for completion of approximately 1,300 linear feet of new sidewalk construction along the north side of Pickard Rd. from the S. Lincoln Rd. intersection east to the existing sidewalk near Ashland Dr.; and to authorize the Township Manager to sign the agreement.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



January 8, 2024

Mr. Rodney Nanney, AICP
Community and Economic Development Director
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, MI 48858

RE: Proposal for Survey, Engineering and Construction Services
East Pickard Road, Sidewalk Extensions
Proposal# 23-661

Dear Rodney:

Thank you for the opportunity to submit this proposal for Civil Engineering services for the Sidewalk Extension Project along northside of East Pickard Road from South Lincoln Road to Ashland Drive. This letter along with the attached "Standard Terms and Conditions" represents our contract for provision of consultant services. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description

Charter Township of Union has been implementing and integrating non-motorized amenities throughout the Township over the past several years. To be proactive and promote walkability the Township would like to install sidewalk around remaining three corner ramps at the South Lincoln Road/East Pickard Road intersection plus the north side of East Pickard Rd. from South Lincoln Rd. east to connect to the existing sidewalk near Ashland Drive. At the request of the Township, GFA is being requested to provide civil engineering services including design, permitting and construction services to facilitate the completion of this project. The proposal scope and fee are based upon site location map and zoom meeting discussion on December 27, 2023. The scope of work would include the following items:

- Extension of 6' wide sidewalk along northside of East Pickard Road from South Lincoln Road to Ashland Drive, connecting to existing sidewalk
- Three (3) Cross walks at the intersection of South Lincoln and Pickard
- Access connectors to Ashland Drive

Scope of Services

I. SURVEYING AND TESTING

During the surveying phase, Gourdie-Fraser, Inc. (GFA) will develop an Existing Conditions drawing to be utilized for the engineering design.

Surveying Included:

1. Boundary and Topographic Survey: GFA will complete a boundary survey of the property that will include all easements and rights-of-way shown in the current Title Commitment provided by the Owner.
2. Topographic Survey: GFA will conduct a complete topographic survey which will be used to validate the available "LIDAR Tracking" topography of the property. This survey will include:
 - Boundary Survey of affected parcels
 - Elevation shots for the entire site sufficient to generate 1' contours for design purposes.
 - A detailed topography of north side of East Pickard Road from Lincoln Road to Ashland Drive centerline to ROW including 25 feet on private property.
 - Location and sizes of utilities and easements adjacent to the property, as applicable
 - Location and sizes of trees, 6" diameter and larger within the grading limits of the proposed project.
 - Location of all existing physical features on the property such as existing drives, fence lines, buildings, easements, etc.
 - Site benchmarks and survey control points to be used during construction.
3. Utility Research: GFA will request that the various utility providers (phone, gas, electric, CATV) provide us records of their facilities in this area to be included on the plans. In addition, we will facilitate Miss Dig to flag utilities to located during our survey.

Sub-Total Surveying Cost \$4,750.00

II. *FINAL DESIGN AND PERMITTING*

1. Engineering Plan Development: Utilizing the topographic data completed, GFA will prepare a complete set of final engineering plans to be used to apply for approval from the various agencies having jurisdiction over the project. Comments from agencies will be incorporated into the engineering plans. Once all approvals have been obtained, the plans will be finalized and issued for construction. Engineered Plans will include:
 - Grading and Drainage Plans providing grading of improved areas, stormwater control facilities, stormwater conveyance channels, and temporary and permanent soil erosion measures.
 - Sidewalk Plans providing plan and profile design, alignments, and entryway geometries.
 - * We have assumed that there will be no need to improve existing roadways; there will be no requirement for traffic or level of service studies, sufficient site distances exist at the entry and tie-in locations; and that there will be no major revisions of roadway locations subject to Road Commission and Township feedback.
 - Construction details and specifications
 - Preparation of Easement documents including Grant Of Easement Form and associated exhibits for each affected property owner.

2. Permitting Support and Meetings: GFA will attend as needed meetings with the Owner as the design progresses to coordinate specifics of design and permitting requirements. We anticipate the following permits will be required:
 - Union Township Land Use Permit, as applicable
 - MDOT Right of Way Use Permit, as applicable
 - Isabella County SESC
 - Isabella County Road Commission
3. Final Plan Set: GFA will incorporate all agency review comments and conditions into the plans and provide a set of approved plans for construction. Deliverable will include paper and pdf copies of all documents.

Sub-Total Final Design and Permitting Cost \$10,750.00

III. **CONSTRUCTION PHASE**

During the construction phase, GFA will provide services to assure that the project is constructed in accordance with the plans, contract documents, and applicable permits. Construction phase services will be provided in the follow sub-categories and the following services are provided for each of these subcategories:

Bidding:

- Reproduce sets of plans, specifications, and bid documents.
- Place advertisement in newspaper, trade magazines, and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the Township).
- Mail bid packages to contractors.
- Assist Owner with soliciting bids from construction contractors.
- Answer questions from prospective bidders.
- Issue addenda, as required, during the bidding phase.
- Conduct bid opening.
- Review bid proposals and make recommendations regarding award of contract.
- Prepare documents for award of contract and construction Agreement.

Administration:

- Organize and administer a pre-construction conference and prepare meeting minutes.
- Review shop drawings submitted by the Contractor.
- Make periodic visits by the engineer to the site (at least weekly) to monitor the general progress of the work, keep abreast of any problems and endeavor to resolve any disputes which may arise.
- Review change order documents as required.
- Review Contractor's payment requests and approve periodic estimates for partial payment each month.
- Provide four (4) sets of plans and specifications to Contractor for construction.
- Address resident concerns as they may arise.
- Finalizing easement documents

Construction Staking/Layout

Construction staking and layout will include survey crew services to field locate the project features to be constructed in accordance with the final engineering plans. Survey stakes will provide the contractor with instructions regarding, location, alignment, and grade of the components to be constructed.

Construction Inspection and Oversight

GFA will provide construction engineering services for the construction of the sidewalk. This proposal assumes approximately 1500 linear feet of sidewalk. This proposal assumes no Sunday and holiday work and assumes 60 construction observation work hours to complete construction. However, it should be noted that the actual time required for construction will be highly dependent upon the Contractor's staff ability to complete the work in a reasonable and timely manner and weather. As a result, construction observation time required may exceed the hours assumed in this proposal. In this event, GFA would provide observation services on an hourly as-needed basis for completion of the work compliant with our current hourly rates. To complete this Phase:

- GFA will perform construction observation for the installation of sidewalk. GFA will maintain communication between the Contractor and Client and will provide the Client construction updates with copies of the Inspector's Daily Reports that include detailed daily work completed and construction quantities.
- GFA will perform density testing on the subgrade to ensure proper compaction is achieved.
- GFA will observe and/or evaluate possible utility, subgrade, or drainage conditions that may differ from subsurface information available during design. If such conditions are exposed during construction, construction observation staff will consult with contractor personnel and developer's engineer to make appropriate recommendations.
- GFA will perform supplier concrete to ensure materials meet the specifications.
- GFA will perform concrete testing on concrete

Closeout

- Certify to the owner and agencies that construction was completed in accordance with approved plans and specifications.
- Review and transmit to the Owner the following documents from the Contractor:
 - One-Year Maintenance bond.
 - Letter of Guarantee.
 - Affidavit of Completion.
 - Waiver of Lien.

Sub-Total Construction Services Costs: \$12,000.00

Clarifications and Assumptions

The project fee budget is based on the following assumptions, and that specific work items listed in this section will NOT be included in the scope of services:

- Wetland location, determination, mitigation, and permitting.
- Geotechnical Evaluation
- Preparation of easements to be completed by GFA but does not include coordination, negotiation, acquisition, title work, recording, etc with property owner. That work to be completed by the Township.
- Bidding and Permit fees to be paid by the Owner
- Environmental Impact Statements or Reports.

Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Property description where the Project lies outside public rights-of-way or similar lands where creation of this information is not part of the Consultants Services as specifically stated herein or previously provided.
- Deed or other land use restriction information where the Project lies outside public rights-of-ways unless the Consultant's services include research and/or preparation of such information as specifically stated herein or previously provided.
- Property boundary, easement, right-of-way, or other information associated with the Project and not part of the Consultants Services as specifically stated herein or previously provided.
- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, about hazardous environmental conditions or materials that might affect the Project or Project site.

Additional Services

Any work desired by the Township 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 (Exhibit 2), or as a revision to this proposal.

Time Schedule

Gourdie Fraser, Inc. can commence services immediately upon execution of a contract. Once received we anticipate 75 days to finalize final design and submission for permits.

Fee

GFA will perform the services described above for a fee of **\$27,500.00 (Not to Exceed)***

***Unless construction inspection hours exceed allowance as noted on page 4**

This proposal will remain valid for a period of 30 calendar days from the date of submission.

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated January 2007 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, your signature on the enclosed copy of this will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

Gourdie-Fraser, Inc.

CONSULTANT

Charter Township of Union

CLIENT/OWNER

Jennifer Hodges, P.E.	(Signature) (Name)	Mark Stuhldreher
Director of Engineering	(Title)	Township Manager
	(Date)	

(Date) _____

- Attachments: Exhibit 1 – Terms and Conditions
Exhibit 2 – 2024 Rate Schedule

T:\Proposals\2023 Proposals\23-661 Union Sidewalk Project\contract.docx



EXHIBIT 2
2024 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Director of Engineering	\$180	CEO	\$250
Senior Project Manager	\$165	Director of Surveying	\$175
Project Manager	\$150	Professional Surveyor IV	\$160
Project Engineer II	\$135	Professional Surveyor III	\$150
Project Engineer I	\$130	Professional Surveyor II	\$145
Design Engineer II	\$125	Professional Surveyor I	\$130
Design Engineer I	\$110	Project Surveyor	\$110
Project Specialist	\$130	Survey Crew Chief	\$110
Design CAD Leader	\$115	Survey Crew Person	\$82
Design CAD Technician III	\$105	1 Person Survey Crew	\$130
Design CAD Technician II	\$100	GPR Technician	\$130
Design CAD Technician I	\$90	Licensed UAV Pilot	\$130
GIS Technician	\$105	Senior Testing & Inspection Technician	\$115
MDOT Office Technician	\$100	Testing & Inspection Technician III	\$102
Controller	\$130	Testing & Inspection Technician II	\$96
Project Manager Assistant	\$85	Testing & Inspection Technician I	\$86
Administrative Assistant	\$75	Operations & Maintenance Technician II	\$100
		Operations & Maintenance Technician I	\$90

REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.
Expert Witness Testimony & Preparation will be invoiced at 2.0 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	Digital Level	\$30 Day
8½ x 14	\$0.15	\$0.30	Static GPS Rental (Per Receiver)	\$150 Day
11 x 17	\$0.20	\$0.40	Robotic Total Station	\$40/\$250 Hour/Day
24 X 36	\$3.00	\$6.00	Real Time GPS	\$40/\$200 Hour/Day
Other Sizes	\$.50 SF	\$1.00 SF	UTV or Side by Side	\$550 Day
Travel			Hydrographic Sounder (Single Beam)	\$350 Day
Mileage	\$0.655 Mile		Hydrographic Sounder (Multi Beam)	\$650 Day
Per Diem - Current rates listed at the U. S. General Services Administration (GSA) website:			Echo Boat (Remote Controlled)	\$525 Day
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=MI&city=&zip=			Surveyor Boat I - 14'	\$200 Day
			Surveyor Boat II - 16'	\$350 Day
			Surveyor Boat III - 22'	\$425 Day
Misc.			Surveyor Kayak	\$25/\$100 Day/Week
Postage/Shipping Costs	Cost Plus 15%		Lath	\$0.75 Each
Permit Fees	Cost Plus 15%		Concrete Monuments	\$25.00 Each
Computer	\$14.00 Day		Re-Bar	\$3.50 Each
Rentals	Cost Plus 15%		Pipe Locator	\$50 Day
Generator	\$25.00 Hour		Ground Penetrating Radar	\$400 Day
			charge per hour after 8 hours	\$100 Hour
			UAV / Drone Rental	\$200 Day
Materials Testing Equipment				
Beam Breaker	\$50 Day			
Concrete Beams	\$25 Each			
Coring Machine	\$75 Day			
12" Core Bit Extractor	\$100 Day			
Concrete Cylinder	\$20 Each			
Nuclear Density Gauge	\$54 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Infiltrometer	\$50	\$275	\$600	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$275	\$600	
Sludge Blanket Meter	\$5	\$25	\$55	
Pilot Tube & Gage	\$15	\$75	\$165	
D. O. Meter (portable)	\$20	\$100	\$165	

Effective 12/7/2023



1) Basic Services

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

2) Client/Owner Responsibility

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

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

3) Time for Rendering Services

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

4) Termination or Suspension

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

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

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

5) Payments to Consultant

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

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

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

6) Standard of Performance

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

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



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

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

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

7) Contractor Submittals

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

8) Construction Observation

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

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

9) Jobsite Safety

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

10) Responsibility for Construction

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

11) Use of Documents

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

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

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



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

12) Controlling Law

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

13) Successors, Assigns, and Beneficiaries

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

14) Dispute Resolution

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

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

15) Allocation of Risk

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

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

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

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

16) Waiver of Consequential Damages

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

17) Waiver of Subrogation

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

18) Applicability of Continuing Agreement

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

_____(Owner’s Initials)

TO: Board of Trustees	DATE: January 16, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 1/24/2024
ACTION REQUESTED: Consider approving the form, substance and use by the Township Manager’s Office, of the Standard Department Director At-will Employment Agreement	

Current Action Emergency

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

Finance Approval _____ *MDS*

BACKGROUND INFORMATION

Governance Policy Section 4.2 states that *“The Township Manager is the board’s primary link to operational achievement and conduct, so that authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the Township Manager, except where staff supervised by elected officials have been explicitly directed by those elected officials to act in a manner inconsistent with township policy. In this case, the elected official would be held accountable.”* The Policy goes on to state, in Section 4.2.2.1, that *“It is the Township Manager that provides overall direction and is responsible for the selection, supervision, training, evaluation, discipline, and termination of all Township employees, either directly or through department heads.”*

The Township Manager’s job description reinforces these policies by stating, *“Among other responsibilities, the Township Manager provides overall direction and is responsible for the selection, supervision, training, evaluation, discipline and termination of all Township employees, either directly or through department heads.”*

Taken together, it is clear that as it relates to Department Directors, they work at the pleasure of the Township Manager. This is referred to as an “at-will” employment arrangement. Under the at-will employment doctrine, the employer or the employee can end the working relationship without advance or written notice, for any reason at all, provided the employer does not violate anti-discrimination laws if it chooses to terminate an employee.

The attached draft Agreement was developed with input from both the Township Attorney and the existing Department Directors.

SCOPE OF SERVICES

The attached draft Standard Department Director At-will Employment Agreement contains the following provisions and/or address the following:

1. Compensation and benefits during employment
2. Duties and performance obligations

3. Severance payment formula, benefit payout, and the extension of benefits depending on if the employment relationship is terminated by the employee, by the employer with cause or by the employer without cause
4. Dispute resolution provision
5. Employment Separation and Release of Claims Agreement – This is integral to and referenced in the Standard Department Director At-will Employment Agreement and would be utilized as part of the termination without cause provision contained therein

JUSTIFICATION

In order to provide some protection for Department Directors from the at-will employment doctrine, it is recommended that a Standard Department Director At-will Employment Agreement be utilized by the Township Manager’s office. The recommended Agreement provides some degree of assurance to the employee that the job will last and outlines the payments and benefits to which the Director will be entitled on the Director’s termination of employment. The Agreement also provides some sense of job security and employment stability.

The advantage to the employer for having an Agreement with Department Directors is that it provides clarity and certainty about expectations, obligations, and respective roles, thereby reducing the risk of misunderstandings or conflicts. Another advantage to having an Agreement is that it can be used to establish a favorable working relationship between the employer and an employee. For instance, employers tend to believe that having an employment agreement in place provides the employee with a clear set of objectives and structure in the workplace.

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

Not applicable

PROJECT TIME TABLE

If approved as to form by the Board of Trustees, the Agreement will be presented to the Department Directors for signature and will be required as a condition of employment for all future Department Directors. For existing Department Directors, continued employment is not conditioned on signing the document. If not signed, the status quo will be maintained in that the employee will remain at-will but will not be afforded any of the benefits contained in the Agreement.

RESOLUTION

Be it resolved that the Board of Trustees approves the form, substance and use by the Township Manager’s Office of the attached Standard Department Director At-will Employment Agreement.

Standard Department Director At-Will Employment Agreement

This At-Will Employment Agreement is entered into as of the date of the last signature affixed hereto, by and between Charter Township of Union ("Employer"), and John A. Doe ("Employee").

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Employer and Employee hereby agree as follows:

1. Position of Employment. The Employer will employ the Employee in the position of [title] and, in that position, the Employee will report to the Township Manager. The Township Manager retains the right to change Employee's title, duties, and reporting relationships as may be determined to be in the best interests of the Employer; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications.

The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Employer's Policies and Procedures and existing practices. In the event of a conflict between this Employment Agreement and the Policies and Procedures or existing practices, the terms of this Agreement shall govern.

2. Term of Employment. Employee's at-will employment with the Charter Township of Union shall begin on the date of this Agreement and shall continue indefinitely on an "at will" basis subject to the provisions of paragraph 5 regarding Termination of Employment.
3. Compensation and Benefits.
 - a. Base Salary. Employee shall be paid a base salary of \$_____ annually ("Base Salary"), subject to applicable federal, state, and local withholding, such Base Salary to be paid to Employee in the same manner and on the same payroll schedule in which all Charter Township of Union employees receive payment. Any increases in Employee's compensation and benefit package for years beyond the first year of Employee's employment shall be in the sole discretion of the Township Manager, and nothing herein shall be deemed to require any such increase.
 - b. Incentive and Deferred Compensation. Employee shall be eligible to participate in a deferred compensation programs available to Department Directors of Charter Township of Union, such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other employees.
 - c. Employee Benefits. Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Charter Township of Union employees participate.
4. Duties and Performance. The Employer acknowledges that the Employee possesses a unique set of skills, abilities, and experiences which will benefit the Employer. The

Employee both acknowledges and agrees that continued employment with the Employer is contingent upon the successful performance of the duties of the position as noted above, or in such other position to which he may be assigned. Employee also acknowledges and agrees that employment is "at will" and may be terminated any time by either party with or without cause subject to the provisions of Paragraph 5 regarding Termination of Employment.

a. General Duties.

- i. Employee shall render to the very best of Employee's ability services to and on behalf of the Employer and shall undertake diligently all duties as assigned to the employee by the Township Manager.
- ii. Employee shall devote full time, energy, and skill to the performance of the services in which the Employer is engaged, at such time and place as the Employer may direct. Employee shall not undertake the performance of services for compensation (actual or expected) for any other entity without the express written agreement of the Township Manager.
- iii. Employee shall faithfully and industriously assume and perform with skill, care, diligence, and attention all responsibilities and duties of the position as noted above or in such other position to which the Employee may be assigned.
- iv. Employee shall have no authority to enter into any contracts binding upon the Employer, or to deliberately create any obligations on the part of the Employer, except as may be specifically authorized by the Township Manager or Employer policies.

b. Specific Duties. See attached job description.

5. Termination of Employment. Employee's employment with the Employer may be terminated, in accordance with any of the following provisions:

- a. Termination by Employee. The Employee may terminate their employment at any time by giving a minimum of 30 calendar days' notice in writing to the Township Manager. During the notice period, Employee must fulfill all of the Employee's duties and responsibilities set forth above and must use their best efforts to train and support any replacement employee as assigned by the Township Manager. Failure to comply with this requirement may result in Termination for Cause as described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period. The Township Manager may, in its sole discretion, provide Employee's salary and benefits pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require Employer to maintain Employee in active employment for the duration of the notice period.
 - i. If notice is provided as described above, the Employee will receive (1) a vacation bank balance payment at the then current rate of pay and the current years vacation accruals not yet posted to the vacation bank; (2) a personal leave bank balance payment at the then current rate of pay; and

(3) one-half (1/2) of sick leave bank balance payment at the then current rate of pay.

- b. Termination by the Employer Without Cause. Township Manager may terminate Employee's employment at any time during the course of their employment agreement by providing written notice. If terminated without cause, the Employee will receive the following payment(s) and benefits:
- i. Severance payment equal to one (1) month of pay for each year worked up to a maximum of six (6) months of the Employee's then current rate of pay. This payment will be made in the same manner and at the same time as regular payroll payments are made.
 - ii. During the covered period of the severance payment, the Employee will also receive Continuation of Group Plan Coverage under COBRA for health care, dental and vision benefits which are in effect at the time of employment termination as long as the Employee continues to make employee contributions for these benefits in effect at the time of termination.
 1. The Employee, spouse, and dependent children are solely responsible for payment of the related premiums for COBRA continuation coverage, except that to the extent Employee, Employee's spouse, or Employee's dependent children timely elect COBRA continuation coverage, the Employer will pay the premiums for the COBRA continuation coverage elected for the Employee, Employee's spouse, and dependent children until the earlier of (a) the severance payment period expires or (b) the expiration or termination of COBRA continuation coverage. The Employer's obligation under this Section to pay premiums is conditioned on the Employee's timely written notice to Employer of (a) the election of COBRA continuation coverage, (b) the premium amounts and premium payment due dates, (c) any change to premium amounts, and (d) the party to which premium payments are to be made. Employer is not responsible for any loss or termination of COBRA coverage due to Employee's failure to timely notify Employer in writing of the election, premium amount, changes to premium amounts, premium payment due dates, or the party to which premium payments are to be made.
 - iii. The Employee shall also be entitled to receive (1) a vacation bank balance payment at the then current rate of pay and the current years vacation accruals not yet posted to the vacation bank; (2) a personal leave bank balance payment at the then current rate of pay; and (3) one-half (1/2) of sick leave bank balance payment at the then current rate of pay.
 - iv. The severance payments and benefits referenced in Section 5b(i-iii) of this Agreement are conditioned upon your execution of an Employment

Separation and Release Agreement, in substantially the same form as attached.

- c. Termination by the Employer for Cause. The Employer may, at any time and without notice, terminate the Employee for "cause", which shall include but not be limited to termination based on any of the following grounds. The Employee shall be entitled to receive: (1) a vacation bank balance payment at the then current rate of pay and; (2) payment of the current year's vacation accruals not yet posted to the vacation bank. The employee will not be entitled to any other additional payments if terminated for cause.
 - i. Failure to perform the duties of the Employee's position in a satisfactory manner.
 - ii. Fraud, misappropriation, embezzlement or acts of similar dishonesty.
 - iii. Illegal use of drugs, marijuana or use of alcohol in the workplace.
 - iv. Intentional and willful misconduct that may subject the Employer to criminal or civil liability.
 - v. Breach of the Employee's duty of loyalty to the Employer.
 - vi. Willful violation of Employer policies and procedures.
 - vii. Breach of any of the material terms of this Agreement.
 - viii. Insubordination or deliberate refusal to follow the lawful instructions of the Township Manager.
6. Expenses. The Employer shall pay or reimburse Employee for any expenses reasonably incurred in furtherance of the duties assigned per this Employment Agreement, including expenses for travel, meals, and hotel accommodations, subject to submission by the Employee of vouchers or receipts maintained and provided to the Employer in compliance with such rules and policies relating thereto as the Employer may from time to time adopt.
7. [To be used for "special provision" e.g., new employee is a consultant that needs to clean up tasks under existing contract]
8. General Provisions.
 - a. Notices. All notices and other communications required or permitted by this Agreement to be delivered by the Employer or Employee to the other party shall be delivered via electronic notification, in person, in writing to the address shown below or, to such other address as the party may from time to time advise the other party:

CHARTER TOWNSHIP OF UNION:
CHARTER TOWNSHIP OF UNION
2010 S. Lincoln Rd.
Mt Pleasant, MI 48858

Attention: Township Manager

Employee:

John A. Doe

[Street]

[City, State ZIP]

- b. Amendments and Termination; Entire Agreement. Subject to the termination of employment provisions in Paragraph 5, this Agreement shall not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of Employer and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
- c. Any controversy, dispute or claim arising out of or relating to whether termination is with or without cause under the terms of this Agreement or arising out of any alleged breach of this Agreement shall be resolved by arbitration administered by the American Arbitration Association under its Employment Arbitration Rules & Mediation Procedures. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.
- d. Successors and Assigns. The rights and obligations of the parties hereunder are not assignable to another person without prior written consent.
- e. Severability; Provisions Subject to Applicable Law. All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.
- f. Definitions; Headings; and Number. A term defined in any part of this Employment Agreement shall have the defined meaning wherever such term is used herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Employment Agreement. Where appropriate to the context of this Agreement, use of the singular shall be deemed also to refer to the plural, and use of the plural to the singular.
- g. Governing Laws and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. The parties hereto further agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Michigan.

IN WITNESS WHEREOF, the Charter Township of Union and Employee have executed and delivered this Agreement as of the date written below.

John A. Doe

CHARTER TOWNSHIP OF UNION

By: _____

Print Name: _____

Title: _____

Date: _____

DRAFT

**Attachment to Standard Department Director
At-Will Employment Agreement**

**EMPLOYMENT SEPARATION
AND RELEASE OF CLAIMS AGREEMENT**

THIS EMPLOYMENT SEPARATION AND RELEASE OF CLAIMS AGREEMENT (“Separation Agreement”), by and between CHARTER TOWNSHIP OF UNION (“Township”), and _____ (“Employee”), is effective seven (7) days following Employee’s execution, without revocation, of this Separation Agreement (“Effective Date”).

The parties desire to reach an understanding regarding Employee’s separation from Employee’s at-will employment with the Township and a resolution of any and all differences between them.

NOW, THEREFORE, it is agreed as follows:

1. Separation Date. Employee’s employment with the Township is terminated effective _____ (“Separation Date”).
2. Wages Paid for Time Worked. Employee will be paid for all time worked through the Separation Date on the regular payroll date.
3. Consideration. In full and complete consideration of this Separation Agreement:
 - a. The Township shall make severance payments to Employee equal to _____ months of salary at Employee’s rate of pay as of the Separation Date, totaling the gross amount of \$_____. These payments shall be made in the same manner and at the same time as regular payroll payments, beginning on the first payroll date following expiration (without revocation) of the 7-day revocation period set forth in Paragraph 18 below. Employee understands that the Township will deduct from the severance payments federal and state withholdings and any other deductions required by law.
 - b. Subject to the requirements of subsections i. and ii. below, the Township will provide continuation of Group Plan Coverage under COBRA for health care, dental and vision benefits in effect on the Separation Date (“COBRA continuation coverage”).
 - i. The Township will pay the premiums for COBRA continuation coverage elected for Employee, Employee’s spouse, and dependent children until the earlier of (a) the expiration of the severance payment period in Paragraph 3.a. or (b) the expiration or termination of COBRA continuation coverage. Employee will pay the employee premium contribution for these

benefits in effect on the Separation Date, which amount shall be paid via deductions from the severance payments described in Paragraph 3.a or as otherwise agreed by the parties.

- ii. The Township's obligation to pay COBRA premiums is conditioned on the Employee's timely written notice to Employer of (a) the election of COBRA continuation coverage, (b) the premium amounts and premium payment due dates, (c) any change to premium amounts, and (d) the party to which premium payments are to be made. Employer is not responsible for any loss or termination of COBRA coverage due to Employee's failure to timely notify Employer in writing of the election, premium amount, changes to premium amounts, premium payment due dates, or the party to which premium payments are to be made.
 - c. The Township shall make a payment to Employee for (1) Employee's vacation bank balance and the current years vacation accruals not yet posted to the vacation bank; (2) Employee's personal leave bank balance; and (3) one-half (1/2) of Employee's sick leave bank balance, at Employee's rate of pay as of the Separation Date. This payment shall be made on the first payroll date following expiration (without revocation) of the 7-day revocation period set forth in Paragraph 18 below. Employee understands that the Township will deduct from this payment federal and state withholdings and any other deductions required by law.
4. Benefits. Employee specifically acknowledges that, except as specifically provided in this Separation Agreement, no compensation, benefits, or debts of any kind are due and owing to Employee from the Township.
 5. General Release of Claims. In consideration of the above, Employee voluntarily and knowingly releases and discharges the Township and its elected officials, employees, attorneys, and agents (collectively referred to in this Paragraph as "the Township") from any and all claims of any nature, including any claims for attorney fees and costs, Employee may have against the Township based on any fact, circumstance, or event occurring or existing at or before Employee's execution of this Separation Agreement. This Separation Agreement does not waive any right or claim which may arise after the date Employee signs this Separation Agreement.

This general release of claims includes all claims whatsoever to the fullest extent consistent with applicable law, whether founded in contract, tort, statute, or regulation; federal, state, local, or common law; or any other theory or grounds, including, but not limited to, any rights or claims under the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act, as amended; the Michigan Persons with Disabilities Civil Rights Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Michigan Whistleblowers' Protection Act, as amended; the Family & Medical Leave Act, as amended; and the Michigan Civil Rights Act, as amended. This general release of claims applies to claims that Employee knows about and those

Employee may not know about. Employee acknowledges that this release is being given in exchange for consideration and benefits in addition to that which Employee is already entitled.

This Release does not apply to claims for workers' disability compensation benefits, unemployment insurance benefits, or any other claim that cannot lawfully be waived this Separation Agreement.

Employee represents, warrants and agrees that Employee does not currently have on file, and that Employee will not hereafter file, any claims, charges, grievances or complaints against the Township in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or panel of arbitrators, public or private, based upon any actions or omissions by the Township occurring prior to Employee's execution of this Separation Agreement. Employee specifically waives the right to pursue any applicable grievance procedures and waives the right to receive any benefits or remedial relief as a consequence of any charge filed with the Equal Employment Opportunity Commission or any other state, federal, or local agency. If an administrative agency pursues any claim on behalf of Employee, Employee specifically waives and forgoes any right to any monetary or equitable relief, which may result from such administrative action.

9. Return of the Township Property. By signing this Separation Agreement, Employee represents that Employee has returned to the Township all property of the Township, including, but not limited to all Township information, financial information, passwords, documents, reports, files, memoranda, records, keys, identification cards, computers and computer accessories, software, computer discs, or any other property that Employee received or prepared or helped to prepare in connection with Employee's employment and which Employee possesses or which is subject to Employee's control, and that Employee has not retained and will not retain any copies, duplicates, reproductions, computer files, or excerpts of any documentary information or software. Employee agrees that any failure to return the property of the Township will be deemed a breach of this Separation Agreement.
10. Cooperation. In consideration of the above, Employee agrees that for sixty (60) days following the Effective Date of this Separation Agreement, Employee will cooperate fully with the Township by answering questions and providing information to Township representatives as necessary to ensure the ongoing and efficient administration and operations of the Township.
11. Not an Admission. It is expressly acknowledged and understood by Employee that this Separation Agreement is not to be construed as an admission of liability or any wrongdoing whatsoever on the part of the Township, by whom all liability is expressly denied.
12. Jurisdiction; Venue; and Waiver of Jury. For any action or proceeding arising out of or related to this Separation Agreement, the parties irrevocably submit to the exclusive

jurisdiction and venue of the applicable state court for Isabella County, Michigan or the United States District Court for the Eastern District of Michigan, Southern Division. **THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY AND ALL ACTIONS OR PROCEEDINGS AT ANY TIME IN WHICH THE TOWNSHIP AND _____ ARE PARTIES ARISING OUT OF OR RELATED TO THIS SEPARATION AGREEMENT.**

13. Governing Law. This Separation Agreement shall be governed by and construed, interpreted, and enforced in all respects in accordance with the laws of the State of Michigan.
14. Enforceability/Severability of Agreement. In the event that any provision of this Separation Agreement is determined to be invalid or unenforceable for any reason, such provision shall be deemed modified to the extent required to render it valid, enforceable, and binding, and such determination shall not affect the validity or enforceability of any other provision of this Separation Agreement.
15. Entire Agreement; Amendments. This Separation Agreement and the obligations under this Separation Agreement that extend past termination of employment constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, arrangements, and communications, whether oral or written, pertaining to the subject matter hereof. No change or modification of this Separation Agreement shall be valid unless the same is in writing and signed by Employee and the Township. No waiver of any provision of this Separation Agreement shall be valid unless in writing and signed by the person or party against whom charged.

Employee further acknowledges that no party, agent, representative, or attorney of or for the Township, has made any statement or representation to Employee regarding any fact relied upon in entering into this Separation Agreement, and Employee has not relied upon any statement, representation, or promise of the Township in executing this Separation Agreement, unless expressly stated in this Separation Agreement.

16. Voluntary Agreement. Employee is advised to consult an attorney. Employee acknowledges that Employee has read this Separation Agreement in its entirety, that Employee completely understands its terms and their significance, that Employee has been advised to consult with an attorney and that Employee's agreement to all of the provisions of this Separation Agreement is made freely, voluntarily, without reservation, and with full knowledge and understanding of its contents.
17. 21-Day Consideration Period. Employee agrees that Employee has been provided a period of at least twenty-one (21) days from which this Separation Agreement was initially presented to Employee during which Employee has had the opportunity to consider the Separation Agreement and its terms prior to its execution (recognizing, however, that Employee has the right to voluntarily execute this Separation Agreement prior to the expiration of the twenty-one (21) day consideration period).

18. Seven-Day Revocation Period. This Separation Agreement shall not become effective or enforceable against Employee until seven (7) days following the execution of this Separation Agreement. Employee may revoke this Separation Agreement by indicating in writing to _____ by 5:00 p.m. of the seventh day following Employee's execution of Separation Agreement, an intention to revoke this Separation Agreement. Absent any such revocation, this Separation Agreement shall become enforceable as set out above.

IN WITNESS WHEREOF the parties have executed this Separation Agreement as of the day and year written below.

CHARTER TOWNSHIP OF UNION

By: _____

[Employee]

Dated: _____

Dated: _____

Charter Township of Union



To: Township Board of Trustees
From: Mark Stuhldreher, Township Manager
Subject: Policy Governance Review
Date: January 16, 2024

Policy Review: 2.1 Treatment of Consumers
Type of Review: Internal
Review Interval: Annual
Review Month: January 2024

Policy Wording

With respect to interactions with consumers or those applying to be consumers, the Township Management Team shall not cause or allow conditions, procedures, or decisions that are unsafe, undignified, unclear, unprofessional, indirect, untimely, inaccurate, or unnecessarily intrusive.

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

1. Use application forms that elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing client information that fail to protect against improper access to the material elicited.
3. Fail to establish with consumers a clear understanding of what may be expected and what may not be expected from the service offered.
4. Fail to inform consumers of this policy, or to provide a way for persons to be heard who believe they have not been accorded a reasonable interpretation of their protections under this policy.
5. Fail to post and keep a regular schedule of office hours so that citizens have reasonable opportunity to take care of township business.

Manager Interpretation

The Township Manager interprets this policy such that the Board of Trustees seeks to ensure application forms only elicit information that is necessary, and that the information obtained will be appropriately protected from unauthorized access. Further, consumers can expect to have a clear understanding of the service(s) to be provided and if unclear, a mechanism should exist to gain a complete understanding; and, that regular office hours will be maintained to sufficiently serve the public.

Justification for reasonability

The interpretations are reasonable in that a balance needs to exist when interacting with the public that ensures adequate information is obtained to service the public and at the same time, as allowed by law, privacy is protected. Further, access to Township officials is required for the public to take care of their Township business.

Data

- Applications for services are reviewed to ensure they remain relevant and accurate. Various land use related applications continue to be identified and updated to reflect the new zoning ordinance, to add a summary of what can be expected at each stage of the development approval process, and to improve readability.
- Service options, applications and ordinances are posted on the Township web site.
 - The Township website is reviewed annually to keep posted information current. In 2023, the Rental Inspection, Planning and Zoning, and Community Information sections received significant updates.
 - Development approval process chart added
 - Updated the New Residence page
 - Created a new commercial fire suppression/alarm page under Building Services
 - General maintenance across the web page to ensure consistency in fonts, improved navigation via use of more hyperlinks
 - Current information on quarterly billing charges, water and sewer connection fees, water leak detection, service change forms, and bill pay options are available on the Public Service Department website page
 - Township water and sewer Design Specifications are available on the Public Service Department website page.
 - Many property assessment applications are available on the website
- Water and sewer staff are on-call and respond to customer calls promptly twenty-four hours per day, seven days per week. Information on the Township's after hour emergency call number is available on our website and is included in the township's phone messaging system.
- Sensitive information such as social security numbers are handled per federal and state guidelines.
- Protection of customer information is enhanced through our IT efforts to protect the Township's servers, computers, and email from hacking and phishing attacks
- Citizen complaints are taken seriously by the Township Manager and when they occur, the Manager seeks to obtain information from all parties before promptly responding to the complainant.
- Direct contact was and is made with utility customers regarding the cross-connection/lead pipe survey program as the program continued during 2023
- Boil water advisories were issued as appropriate and, in some instances, hand delivered to the customers

Compliance

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

Policy Governance Executive Limitations Evaluation Form

A tool to be used by individual Board members as they evaluate the internal monitoring reports

Policy being monitored: 2.1 Treatment of Consumers

- 1. Was this report submitted when due? Yes No
 - 2. Did the report lay out the Manager's interpretation or an operational definition of the policy? Yes No
 - 3. Is the interpretation justified or is proof provided to explain why the interpretation is reasonable? Yes No
 - 4. Was I convinced that the interpretation is justified and reasonable? Yes No
 - 5. Did the interpretation address all aspects of the policy? Yes No
 - 6. Does the data show compliance with the Manager's interpretation of our policy? Yes No
-

Comments regarding further policy development:

- 1. Is there any area regarding this policy that you worry about that is not clearly addressed in existing policy?

- 2. What policy language would you like to see incorporated to address your concern?

Signature and date of Board member _____

Charter Township of Union



To: Township Board of Trustees
From: Sherrie Teall, Finance Director
Subject: Policy Governance Review
Date: January 19, 2024

Policy Review: 2.5 Financial Condition and Activities
Type of Review: Internal
Review Interval: Quarterly
Review Month: December, 2023

Policy Wording

With respect to the actual, ongoing financial condition and activities, the Township Management Team shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from board priorities established in End policies.

Further, without limiting the scope of the foregoing by this enumeration, he or she shall not:

2.5.1 Expend more funds than have been received in the fiscal year to date unless the debt guideline (below) is met.

2.5.1 .1 Indebt the organization in an amount greater than can be repaid by certain, otherwise unencumbered revenues within 60 days.

2.5.2 Use any long-term reserves except for purposes and amounts specifically released by the Board.

2.5.3 Conduct interfund shifting in amounts greater than can be restored to a condition of discrete fund balances by certain, otherwise unencumbered revenues within 30 days.

2.5.4 Fail to settle payroll and debts in a timely manner.

2.5.5 Allow tax payments or other government ordered payments or filings to be overdue or inaccurately filed.

2.5.6 Make a single unbudgeted emergency purchase or commitment, to maintain township operations, of greater than \$10,000 for the Township Hall and/or \$50,000 for the water and sewer systems.

2.5.7 Make a single purchase or commitment of greater than \$10,000. Purchases over \$5,000 shall not be made without timely notification to the Board.

2.5.8 Acquire, encumber or dispose of real property.

2.5.9 Fail to aggressively pursue receivables after a reasonable grace period.

2.5.10 Fail to maintain an adequate level of cash flow.

Manager Interpretation

Township Manager interprets this policy to indicate that there will be no expenditures made or incurred that will exceed the expenditures budgeted for that current year unless it is an emergency purchase as outlined in 2.5.6. The manager shall also not make a single purchase or commitment (unless it falls under 2.5.6) of greater than \$10,000 or inform the board of purchases over \$5,000 unless the purchase is for materials or services needed for normal operations of township facilities.

Furthermore, all tax payments to other governmental entities are paid according to state statute, payroll is paid bi-weekly, and accounts payable invoices are processed and ready for board approval as soon as they are received, verified, and coded for payment.

Justification for Reasonability

The interpretations are reasonable in that when the budget is approved by the Board of Trustees, it is left to the management team to operate within the guidelines established and to follow all state and federal statutes. The Township Board is to function as a policy making body and the management team is to function as implementer of that policy as indicated in the approved budget.

Attachments from BS&A system include General Fund departmental revenue and expenditure reports, special revenue fund and enterprise fund revenue and expenditure reports.

Data

- Expenditures support Global Ends Policies
- No new debts were acquired in the 4th Quarter 2023
- No long-term General Fund reserves have been used for several years
- All payroll was paid timely in October, November, & December 2023
- All payroll taxes and benefits were paid on schedule
- All purchases greater than \$10,000 were approved by the Board of Trustees prior to making a purchase
- No real property was acquired or disposed of without approval by the Board of Trustees
- All receivables are pursued on a regular basis
- All funds have a reasonable amount of cash flow, which enables timely payment of payroll and bills.

Compliance

In compliance with policy as stated.

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED	
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023		
	RMAL (ABNORMAL)			RMAL (ABNORMAL)		
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - NONE						
402.000	CURRENT PROPERTY TAX	311,819.62	335,500.00	330,000.00	329,726.59	99.92
402.100	PRIOR YEARS PROPERTY TAXES	(697.80)	0.00	0.00	2,528.31	100.00
404.000	425 AGREEMENT	0.00	0.00	0.00	165.03	100.00
412.000	DELQ PERSONAL PROPERTY TAXES	149.70	250.00	250.00	621.62	248.65
414.000	PROPERTY TAX REFUNDS-MTT	(2,608.54)	(5,000.00)	(5,000.00)	(43.15)	0.86
432.000	PILOT TAX	1,812.29	3,000.00	3,000.00	0.00	0.00
434.000	MOBILE HOME PARK TAX	3,424.50	3,000.00	3,000.00	3,244.00	108.13
445.000	INTEREST ON TAXES	47.58	600.00	600.00	25.71	4.29
445.100	3% OR 4% PENALTY ON TAX	6,327.56	5,000.00	12,000.00	15,654.90	130.46
447.000	ADMIN FEE-PROPERTY TAX	159,978.04	156,000.00	168,000.00	168,549.10	100.33
447.001	ADMIN FEES-REFUNDS MTT BOR	(1,753.00)	(1,000.00)	(1,000.00)	(170.23)	17.02
447.050	ADMIN FEE-STATE EDUC TAX(SET)	7,745.00	7,700.00	7,700.00	7,705.00	100.06
447.100	ADMIN FEE-PRIOR YEARS	(211.76)	200.00	200.00	1,259.36	629.68
467.000	REVENUE-STREET LIGHTS SPEC ASSESS	18,884.97	18,000.00	18,000.00	9,000.73	50.00
476.000	BUILDING PERMITS	69,140.00	70,000.00	205,000.00	219,073.25	106.87
476.500	ZONING PERMITS	20,150.00	18,000.00	18,000.00	15,845.00	88.03
477.000	CABLE TV FRANCHISE FEES	113,257.91	109,000.00	109,000.00	75,085.82	68.89
478.000	DOG LICENSE REVENUE	130.00	0.00	0.00	(35.00)	100.00
573.000	STATE AID REVENUE-LCSA	4,561.27	4,500.00	4,500.00	4,640.65	103.13
574.000	STATE REVENUE SHARING	1,339,068.00	1,350,000.00	1,275,000.00	1,326,410.00	104.03
574.100	LIQUOR STATE REVENUE SHARING	13,877.05	13,800.00	13,800.00	12,890.90	93.41
574.200	METRO ACT REVENUE SHARING-LCSA	8,815.79	8,800.00	12,000.00	12,027.88	100.23
582.000	CONTRIBUTION FROM TRIBE	179,504.00	0.00	0.00	0.00	0.00
583.000	CONTRIBUTION FROM EDA FOR PROJECTS	460,594.00	0.00	0.00	0.00	0.00
626.000	LAND DIVISIONS/ZONING REVIEW FEES	1,200.00	1,000.00	2,500.00	2,425.00	97.00
628.000	RENTAL INSPECTION FEES	95,153.00	95,000.00	95,000.00	95,342.00	100.36
637.000	APPLICATION FEES	500.00	500.00	500.00	750.00	150.00
637.500	WEED ABATEMENT SERVICES	695.00	1,000.00	1,000.00	0.00	0.00
651.000	USE FEES-BASEBALL FIELDS	760.00	1,600.00	600.00	520.00	86.67
655.000	FINES & FORFEITURES	3,860.00	2,500.00	2,500.00	930.00	37.20
665.000	INTEREST EARNED	28,153.61	23,200.00	230,000.00	260,079.97	113.08
667.000	RENT - JAMESON HALL	1,975.00	3,000.00	8,000.00	7,025.00	87.81
667.100	RENT - McDONALD PARK PAVILION	1,260.00	1,500.00	1,500.00	1,416.00	94.40
667.200	RENT - JAMESON PAVILION	1,104.00	1,500.00	1,500.00	1,308.00	87.20
671.000	LEASES	900.00	900.00	900.00	900.00	100.00
672.000	OTHER REVENUE	1,769.61	5,000.00	2,000.00	319.23	15.96
673.000	GAIN/LOSS ON SALE(DISPOSAL)OF ASSETS	0.00	13,000.00	13,000.00	5,500.00	42.31
685.000	OPIOID SETTLEMENT REVENUE	0.00	0.00	0.00	97.21	100.00
687.000	REFUNDS & REBATES	12,600.16	0.00	500.00	489.91	97.98
Total Dept 000 - NONE		2,863,946.56	2,247,050.00	2,533,550.00	2,581,307.79	101.89
Dept 930 - TRANSFER IN						
699.285	TRANSFER IN FROM ARPA FUND	0.00	0.00	7,013.00	7,012.64	99.99
Total Dept 930 - TRANSFER IN		0.00	0.00	7,013.00	7,012.64	99.99
TOTAL REVENUES		2,863,946.56	2,247,050.00	2,540,563.00	2,588,320.43	101.88
Expenditures						
Dept 101 - TRUSTEES						
702.000	SALARIES & WAGES	29,999.84	30,200.00	30,200.00	29,196.27	96.68
707.000	PER MEETING	4,425.00	4,000.00	4,000.00	1,975.00	49.38
710.000	EMPLR FICA CONTR	2,081.65	2,108.00	2,108.00	1,985.32	94.18
711.000	EMPLR MEDICARE CONTR	486.82	493.00	493.00	464.29	94.18
724.000	WORKER'S COMP	22.61	37.00	37.00	13.17	35.59
801.000	PROFESSIONAL & CONTRACTUAL SERVICES	3,507.50	4,310.00	4,310.00	3,507.50	81.38
860.000	TRANSPORTATION/MILEAGE REIMBURSMNT	170.00	500.00	500.00	0.00	0.00
900.000	PRINTING & PUBLISHING	0.00	600.00	600.00	0.00	0.00
955.000	MISC.	0.00	500.00	500.00	86.52	17.30
957.000	PROFESSIONAL DEVELOPMENT	825.00	5,100.00	5,100.00	114.00	2.24
957.100	SEMINAR LODGING	390.22	2,500.00	2,500.00	0.00	0.00
957.200	SEMINAR MEALS	63.69	500.00	500.00	0.00	0.00
957.300	MEMBERSHIP & DUES	17,491.12	17,900.00	19,700.00	19,633.41	99.66
Total Dept 101 - TRUSTEES		59,463.45	68,748.00	70,548.00	56,975.48	80.76
Dept 171 - SUPERVISOR						
702.000	SALARIES & WAGES	6,250.06	6,250.00	6,250.00	6,250.12	100.00
707.000	PER MEETING	1,375.00	1,000.00	1,000.00	1,575.00	157.50
710.000	EMPLR FICA CONTR	472.85	450.00	450.00	485.25	107.83
711.000	EMPLR MEDICARE CONTR	110.68	105.00	105.00	113.07	108.16

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
724.000 WORKER'S COMP	10.00	8.00	8.00	7.16	89.50
767.000 UNIFORMS	0.00	100.00	100.00	0.00	0.00
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	0.00	350.00	350.00	0.00	0.00
957.000 PROFESSIONAL DEVELOPMENT	0.00	1,000.00	1,000.00	43.00	4.30
957.100 SEMINAR LODGING	0.00	750.00	750.00	0.00	0.00
957.200 SEMINAR MEALS	0.00	200.00	200.00	0.00	0.00
Total Dept 171 - SUPERVISOR	8,218.59	10,213.00	10,213.00	8,474.10	82.97
Dept 172 - TWP MANAGER					
702.000 SALARIES & WAGES	35,800.06	36,150.00	37,600.00	36,824.32	97.94
702.600 CAR ALLOWANCE	3,050.00	3,600.00	3,600.00	3,600.00	100.00
710.000 EMPLR FICA CONTR	2,384.38	2,387.00	2,600.00	2,480.60	95.41
711.000 EMPLR MEDICARE CONTR	557.63	558.00	600.00	580.15	96.69
711.500 UNEMPLOYMENT	43.91	47.00	47.00	16.85	35.85
716.000 EMPLR RETIREMENT CONTR	3,496.39	3,500.00	3,750.00	3,646.63	97.24
718.500 HEALTH INSURANCE	8,374.99	8,612.00	8,612.00	8,543.97	99.21
718.700 HEALTH INS-EE CONTRIBUTIONS	(366.33)	(356.00)	(356.00)	(354.64)	99.62
719.000 DENTAL INSURANCE	183.22	185.00	185.00	186.46	100.79
719.800 VISION INSURANCE	53.42	50.00	51.00	54.50	106.86
719.900 VISION INS-EE CONTRIBUTIONS	(26.78)	(25.00)	(25.00)	(27.27)	109.08
724.000 WORKER'S COMP	98.33	82.00	90.00	69.98	77.76
725.000 LIFE & DISABILITY BENEFIT	133.36	150.00	150.00	135.70	90.47
752.000 OFFICE SUPPLIES	0.00	300.00	300.00	0.00	0.00
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	0.00	16,000.00	18,010.00	18,010.00	100.00
852.000 CONTRIBUTION TO CABLE CONSORTIUM	45,303.17	45,500.00	40,500.00	29,504.04	72.85
880.000 COMMUNITY PROMOTION	7,838.33	7,500.00	9,000.00	8,891.61	98.80
916.000 SUBSCRIPTIONS & PUBLICATIONS	984.78	800.00	800.00	1,244.47	155.56
955.000 MISC.	459.38	300.00	300.00	537.70	179.23
957.000 PROFESSIONAL DEVELOPMENT	60.00	1,000.00	1,000.00	741.52	74.15
957.100 SEMINAR LODGING	0.00	500.00	500.00	176.32	35.26
957.200 SEMINAR MEALS	101.60	100.00	100.00	95.02	95.02
957.300 MEMBERSHIP & DUES	150.00	600.00	600.00	75.00	12.50
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	500.00	500.00	0.00	0.00
Total Dept 172 - TWP MANAGER	108,679.84	128,040.00	128,514.00	115,032.93	89.51
Dept 191 - ACCOUNTING/GEN ADMIN					
702.000 SALARIES & WAGES	119,046.34	121,410.00	129,800.00	121,128.55	93.32
702.500 OVERTIME	4,893.92	5,000.00	5,600.00	4,674.86	83.48
705.000 LEAVE TIME PAYOUT	0.00	0.00	0.00	1,606.25	100.00
710.000 EMPLR FICA CONTR	7,188.62	7,799.00	7,799.00	7,417.59	95.11
711.000 EMPLR MEDICARE CONTR	1,681.27	1,740.00	1,740.00	1,734.89	99.71
711.500 UNEMPLOYMENT	411.70	333.00	333.00	111.53	33.49
716.000 EMPLR RETIREMENT CONTR	11,152.89	11,380.00	380.00	617.41	162.48
718.500 HEALTH INSURANCE	54,148.59	60,182.00	60,182.00	51,995.65	86.40
718.700 HEALTH INS-EE CONTRIBUTIONS	(5,605.08)	(6,053.00)	(6,053.00)	(5,277.22)	87.18
719.000 DENTAL INSURANCE	2,874.27	2,940.00	2,940.00	2,634.45	89.61
719.800 VISION INSURANCE	695.97	720.00	720.00	641.36	89.08
719.900 VISION INS-EE CONTRIBUTIONS	(348.26)	(360.00)	(360.00)	(320.68)	89.08
724.000 WORKER'S COMP	307.70	263.00	263.00	219.03	83.28
725.000 LIFE & DISABILITY BENEFIT	637.80	805.00	805.00	715.87	88.93
752.000 OFFICE SUPPLIES	2,751.26	2,500.00	2,500.00	1,411.79	56.47
767.000 UNIFORMS	53.22	200.00	200.00	0.00	0.00
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	925.00	11,300.00	11,300.00	2,462.13	21.79
801.020 EXTERNAL AUDIT	17,300.00	18,000.00	20,200.00	20,165.00	99.83
851.000 MAIL/POSTAGE	7,777.62	7,500.00	7,500.00	10,118.35	134.91
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	57.75	500.00	500.00	1,003.08	200.62
900.000 PRINTING & PUBLISHING	676.40	1,500.00	1,500.00	373.00	24.87
955.000 MISC.	1,108.55	200.00	200.00	43.60	21.80
955.001 BANK FEES	234.00	250.00	250.00	146.00	58.40
957.000 PROFESSIONAL DEVELOPMENT	4,013.88	3,500.00	3,500.00	2,118.94	60.54
957.100 SEMINAR LODGING	163.30	1,500.00	1,500.00	565.72	37.71
957.200 SEMINAR MEALS	89.28	200.00	200.00	54.66	27.33
957.300 MEMBERSHIP & DUES	802.38	800.00	800.00	229.00	28.63
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	1,000.00	1,000.00	1,007.50	100.75
980.100 NEW COMPUTER HARDWARE & SOFTWARE	0.00	500.00	500.00	0.00	0.00
Total Dept 191 - ACCOUNTING/GEN ADMIN	233,038.37	255,609.00	255,799.00	227,598.31	88.98
Dept 215 - CLERK					
702.000 SALARIES & WAGES	30,195.50	30,000.00	35,500.00	28,038.50	78.98
707.000 PER MEETING	450.00	2,000.00	2,000.00	225.077	11.25
710.000 EMPLR FICA CONTR	1,893.83	2,000.00	2,250.00	1,758.54	78.16

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BGDG USED
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
711.000 EMPLR MEDICARE CONTR	442.91	475.00	525.00	411.28	78.34
724.000 WORKER'S COMP	50.92	44.00	52.00	30.03	57.75
752.000 OFFICE SUPPLIES	0.00	1,000.00	0.00	0.00	0.00
754.000 OPERATING SUPPLIES	1,075.75	800.00	800.00	1,054.64	131.83
860.000 TRANSPORTATION/MILEAGE REIMBURSMNT	228.03	300.00	300.00	0.00	0.00
900.000 PRINTING & PUBLISHING	2,370.31	2,500.00	2,500.00	2,984.19	119.37
957.000 PROFESSIONAL DEVELOPMENT	0.00	1,000.00	1,000.00	50.00	5.00
957.100 SEMINAR LODGING	0.00	750.00	750.00	0.00	0.00
957.200 SEMINAR MEALS	0.00	200.00	200.00	0.00	0.00
957.300 MEMBERSHIP & DUES	60.00	150.00	150.00	150.00	100.00
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	500.00	500.00	0.00	0.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	0.00	500.00	500.00	0.00	0.00
Total Dept 215 - CLERK	36,767.25	42,219.00	47,027.00	34,702.18	73.79
Dept 228 - DATA PROCESSING, INFORMATION TECHNOLOGY					
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	37,263.20	44,000.00	61,100.00	50,110.21	82.01
950.000 HARDWARE REPLACEMENTS	3,837.29	0.00	16,000.00	11,302.97	70.64
Total Dept 228 - DATA PROCESSING, INFORMATION TE	41,100.49	44,000.00	77,100.00	61,413.18	79.65
Dept 253 - TREASURER					
702.000 SALARIES & WAGES	21,480.50	24,102.00	24,102.00	21,536.50	89.36
707.000 PER MEETING	0.00	500.00	500.00	0.00	0.00
710.000 EMPLR FICA CONTR	1,331.79	1,525.00	1,525.00	1,335.26	87.56
711.000 EMPLR MEDICARE CONTR	311.47	357.00	357.00	312.28	87.47
724.000 WORKER'S COMP	28.47	30.00	30.00	20.10	67.00
752.000 OFFICE SUPPLIES	1,068.78	1,000.00	1,000.00	336.96	33.70
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	0.00	1,000.00	1,000.00	0.00	0.00
851.000 MAIL/POSTAGE	1,969.98	4,000.00	4,000.00	2,093.33	52.33
860.000 TRANSPORTATION/MILEAGE REIMBURSMNT	0.00	250.00	250.00	0.00	0.00
955.000 MISC.	0.00	200.00	200.00	0.00	0.00
957.000 PROFESSIONAL DEVELOPMENT	0.00	1,000.00	1,000.00	0.00	0.00
957.100 SEMINAR LODGING	0.00	750.00	750.00	0.00	0.00
957.200 SEMINAR MEALS	0.00	200.00	200.00	0.00	0.00
957.300 MEMBERSHIP & DUES	75.00	75.00	75.00	99.00	132.00
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	500.00	500.00	0.00	0.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	0.00	500.00	500.00	0.00	0.00
Total Dept 253 - TREASURER	26,265.99	35,989.00	35,989.00	25,733.43	71.50
Dept 257 - ASSESSOR					
702.000 SALARIES & WAGES	524.16	0.00	56,900.00	51,410.09	90.35
707.000 PER DIEM	2,500.00	4,125.00	4,125.00	2,000.00	48.48
710.000 EMPLR FICA CONTR	187.50	256.00	3,484.00	3,204.82	91.99
711.000 EMPLR MEDICARE CONTR	43.86	60.00	815.00	749.52	91.97
711.500 UNEMPLOYMENT	0.00	0.00	143.00	47.50	33.22
716.000 EMPLR RETIREMENT CONTR	0.00	0.00	5,122.00	4,569.94	89.22
718.500 HEALTH INSURANCE	0.00	0.00	19,339.00	15,925.52	82.35
718.700 HEALTH INS-EE CONTRIBUTIONS	0.00	0.00	(661.00)	(619.65)	93.74
719.000 DENTAL INSURANCE	0.00	0.00	410.00	349.23	85.18
719.800 VISION INSURANCE	0.00	0.00	100.00	96.00	96.00
719.900 VISION INS-EE CONTRIBUTIONS	0.00	0.00	(50.00)	(48.00)	96.00
724.000 WORKER'S COMP	7.77	9.00	203.00	152.23	74.99
725.000 LIFE & DISABILITY BENEFIT	0.00	0.00	200.00	149.50	74.75
754.000 OPERATING SUPPLIES	448.22	500.00	1,000.00	312.60	31.26
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	93,750.00	111,000.00	32,000.00	30,125.00	94.14
850.000 COMMUNICATIONS	509.39	600.00	600.00	509.52	84.92
851.000 MAIL/POSTAGE	2,534.45	2,600.00	2,600.00	2,214.00	85.15
900.000 PRINTING & PUBLISHING	884.00	2,000.00	2,000.00	1,955.04	97.75
916.000 SUBSCRIPTIONS & PUBLICATIONS	0.00	0.00	300.00	278.00	92.67
955.000 MISC.	4,514.86	100.00	100.00	464.21	464.21
957.000 PROFESSIONAL DEVELOPMENT	647.50	650.00	650.00	300.00	46.15
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	500.00	2,500.00	0.00	0.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	0.00	500.00	500.00	2,190.00	438.00
Total Dept 257 - ASSESSOR	106,551.71	122,900.00	132,380.00	116,335.07	87.88
Dept 262 - ELECTIONS					
702.000 SALARIES & WAGES	1,874.91	1,000.00	1,000.00	237.00	23.70
702.200 ELECTION WORKERS	15,532.00	8,000.00	0.00	0.00	0.00
710.000 EMPLR FICA CONTR	115.30	100.00	100.00	140.78	14.69
711.000 EMPLR MEDICARE CONTR	26.96	20.00	20.00	3.44	17.20

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
711.500 UNEMPLOYMENT	324.79	200.00	200.00	0.00	0.00
716.000 EMPLR RETIREMENT CONTR	51.22	100.00	100.00	0.00	0.00
718.500 HEALTH INSURANCE	350.54	400.00	400.00	0.00	0.00
718.700 HEALTH INS-EE CONTRIBUTIONS	(11.58)	(50.00)	(50.00)	0.00	0.00
719.000 DENTAL INSURANCE	16.63	50.00	50.00	0.00	0.00
719.800 VISION INSURANCE	0.51	15.00	15.00	0.00	0.00
719.900 VISION INS-EE CONTRIBUTIONS	(0.25)	(7.00)	(7.00)	0.00	0.00
724.000 WORKER'S COMP	11.34	10.00	10.00	0.40	4.00
725.000 LIFE & DISABILITY BENEFIT	1.51	20.00	20.00	0.00	0.00
754.000 OPERATING SUPPLIES	6,398.82	8,000.00	1,000.00	2,781.01	278.10
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	8,160.00	5,000.00	5,000.00	2,220.00	44.40
851.000 MAIL/POSTAGE	7,529.45	7,600.00	1,600.00	0.00	0.00
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	145.50	0.00	0.00	0.00	0.00
900.000 PRINTING & PUBLISHING	0.00	1,600.00	1,600.00	0.00	0.00
955.000 MISC.	498.34	400.00	400.00	0.00	0.00
957.000 PROFESSIONAL DEVELOPMENT	0.00	300.00	300.00	0.00	0.00
Total Dept 262 - ELECTIONS	41,025.99	32,758.00	11,758.00	5,256.54	44.71
Dept 265 - BUILDING & GROUNDS					
702.000 SALARIES & WAGES	2,017.03	1,200.00	1,200.00	674.56	56.21
710.000 EMPLR FICA CONTR	119.10	70.00	70.00	39.93	57.04
711.000 EMPLR MEDICARE CONTR	27.84	20.00	20.00	9.34	46.70
711.500 UNEMPLOYMENT	0.93	10.00	10.00	0.78	7.80
716.000 EMPLR RETIREMENT CONTR	181.50	100.00	100.00	60.70	60.70
718.500 HEALTH INSURANCE	927.72	500.00	500.00	235.32	47.06
718.700 HEALTH INS-EE CONTRIBUTIONS	(77.47)	(30.00)	(30.00)	(26.50)	88.33
719.000 DENTAL INSURANCE	47.44	30.00	30.00	11.37	37.90
719.800 VISION INSURANCE	3.95	5.00	5.00	2.61	52.20
719.900 VISION INS-EE CONTRIBUTIONS	(1.97)	0.00	0.00	(1.32)	100.00
724.000 WORKER'S COMP	22.81	30.00	30.00	3.90	13.00
725.000 LIFE & DISABILITY BENEFIT	9.45	10.00	10.00	4.91	49.10
754.000 OPERATING SUPPLIES	4,434.80	6,500.00	6,500.00	2,981.38	45.87
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	23,907.15	22,450.00	25,000.00	16,683.84	66.74
801.003 SIDEWALK SNOWPLOWING	0.00	2,000.00	2,000.00	0.00	0.00
801.401 HALL CLEANING	9,151.68	11,500.00	6,500.00	6,551.68	100.80
850.000 COMMUNICATIONS	3,071.59	3,100.00	3,100.00	3,112.31	100.40
920.000 ELECTRIC/NATURAL GAS	12,219.10	14,000.00	14,000.00	11,579.67	82.71
920.200 WATER & SEWER CHARGES	940.76	750.00	750.00	865.50	115.40
930.200 MAINT-GROUNDS	367.95	1,000.00	1,000.00	373.56	37.36
930.300 MAINT-BUILDINGS	1,441.89	3,500.00	3,500.00	778.55	22.24
933.050 MAINT-EQUIPMENT	37.99	500.00	500.00	229.00	45.80
934.500 MAINT. AGREEMENT ON EQUIPMENT	4,121.76	4,000.00	4,000.00	4,542.84	113.57
940.100 POSTAGE METER LEASE	1,851.00	2,000.00	2,000.00	1,851.00	92.55
955.000 MISC.	19.47	100.00	100.00	62.00	62.00
962.000 SAFETY	1,595.45	1,550.00	0.00	0.00	0.00
963.000 PROPERTY/LIABILITY INSURANCE	13,614.94	14,500.00	14,500.00	15,641.87	107.87
980.000 NEW OFFICE EQUIPMENT & FURNITURE	536.21	0.00	0.00	0.00	0.00
Total Dept 265 - BUILDING & GROUNDS	80,590.07	89,395.00	85,395.00	66,268.80	77.60
Dept 266 - LEGAL/ATTORNEY					
826.000 LEGAL FEES	56,226.61	80,000.00	80,000.00	28,464.85	35.58
826.500 LEGAL FEES-ASSESSOR	5,770.00	0.00	0.00	0.00	0.00
826.600 LEGAL FEES-MTT CASES	0.00	0.00	0.00	9,444.00	100.00
Total Dept 266 - LEGAL/ATTORNEY	61,996.61	80,000.00	80,000.00	37,908.85	47.39
Dept 371 - BUILDING INSPECTION					
702.000 SALARIES & WAGES	165,510.01	165,500.00	178,650.00	179,169.48	100.29
702.500 OVERTIME	1,722.06	1,800.00	2,500.00	2,661.88	106.48
710.000 EMPLR FICA CONTR	9,602.14	9,740.00	10,605.00	10,505.23	99.06
711.000 EMPLR MEDICARE CONTR	2,245.68	2,280.00	2,480.00	2,456.85	99.07
711.500 UNEMPLOYMENT	370.50	428.00	428.00	142.50	33.29
716.000 EMPLR RETIREMENT CONTR	15,050.86	15,042.00	16,302.00	16,399.42	100.60
718.500 HEALTH INSURANCE	71,645.12	77,355.00	77,355.00	72,257.74	93.41
718.700 HEALTH INS-EE CONTRIBUTIONS	(8,795.88)	(9,500.00)	(9,500.00)	(8,922.21)	93.92
719.000 DENTAL INSURANCE	5,006.56	5,220.00	5,220.00	5,029.20	96.34
719.800 VISION INSURANCE	1,094.60	1,160.00	1,160.00	1,104.48	95.21
719.900 VISION INS-EE CONTRIBUTIONS	(552.24)	(580.00)	(580.00)	(552.24)	95.21
724.000 WORKER'S COMP	642.99	523.00	565.00	467.56	82.75
725.000 LIFE & DISABILITY BENEFIT	963.36	1,016.00	1,016.00	1,011.12	99.52
752.000 OFFICE SUPPLIES	418.23	900.00	900.00	114.079	12.75
754.000 OPERATING SUPPLIES	313.68	600.00	1,000.00	1,163.99	116.40

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BGD USED
	12/31/2022	ORIGINAL	2023	12/31/2023	
	RMAL (ABNORMAL)	BUDGET	AMENDED BUDGET	RMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
759.000 GAS/FUEL	1,801.98	2,000.00	2,000.00	1,559.21	77.96
767.000 UNIFORMS	304.48	300.00	300.00	181.00	60.33
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	0.00	22,000.00	122,000.00	14,627.15	11.99
801.410 VEHICLE CLEANING	0.00	200.00	400.00	130.00	32.50
802.100 SOFTWARE SUPPORT/MAINTENANCE AGREEMENTS	2,458.50	2,570.00	2,570.00	1,671.22	65.03
850.000 COMMUNICATIONS	1,239.44	1,500.00	1,500.00	1,288.34	85.89
851.000 MAIL/POSTAGE	17.90	35.00	35.00	13.73	39.23
860.000 TRANSPORTATION/MILEAGE REIMBURSMNT	128.75	100.00	300.00	90.46	30.15
900.000 PRINTING & PUBLISHING	0.00	1,000.00	1,000.00	37.85	3.79
916.000 SUBSCRIPTIONS & PUBLICATIONS	381.34	150.00	150.00	0.00	0.00
930.000 VEHICLE REPAIRS & MAINTENANCE	3,223.54	2,500.00	2,500.00	158.72	6.35
957.000 PROFESSIONAL DEVELOPMENT	1,243.00	5,000.00	5,000.00	1,801.00	36.02
957.100 SEMINAR LODGING	444.60	750.00	750.00	399.30	53.24
957.200 SEMINAR MEALS	385.17	500.00	700.00	529.59	75.66
957.300 MEMBERSHIP & DUES	1,010.00	1,200.00	1,200.00	1,190.00	99.17
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	500.00	500.00	0.00	0.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	3,394.39	0.00	7,000.00	7,059.66	100.85
Total Dept 371 - BUILDING INSPECTION	281,270.76	311,789.00	436,006.00	313,747.00	71.96
Dept 441 - PUBLIC WORKS					
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	0.00	0.00	20,000.00	0.00	0.00
920.000 STREET LIGHTING	22,376.93	24,000.00	26,000.00	25,003.31	96.17
956.100 DRAINS AT LARGE	50,527.01	61,000.00	61,000.00	59,636.13	97.76
959.500 CONTRIBUTIONS TO ROAD COMMISSION	766,465.69	246,000.00	203,300.00	263,926.29	129.82
967.500 SIDEWALKS AND NON MOTORIZED PATHS	18,562.50	925,000.00	154,000.00	46,102.55	29.94
Total Dept 441 - PUBLIC WORKS	857,932.13	1,256,000.00	464,300.00	394,668.28	85.00
Dept 701 - PLANNING					
702.000 SALARIES & WAGES	150,489.82	150,604.00	160,717.00	160,939.02	100.14
702.700 LUMP SUM IN LIEU OF STEP	0.00	0.00	1,750.00	1,711.63	97.81
707.000 PER DIEM	8,905.00	12,000.00	12,000.00	9,760.00	81.33
710.000 EMPLR FICA CONTR	9,237.49	10,232.00	10,860.00	9,980.00	91.90
711.000 EMPLR MEDICARE CONTR	2,160.43	2,400.00	2,540.00	2,334.08	91.89
711.500 UNEMPLOYMENT	255.27	303.00	303.00	98.35	32.46
716.000 EMPLR RETIREMENT CONTR	13,446.42	13,450.00	14,360.00	14,541.15	101.26
718.500 HEALTH INSURANCE	47,699.29	51,570.00	51,570.00	48,172.26	93.41
718.700 HEALTH INS-EE CONTRIBUTIONS	(5,863.92)	(6,333.00)	(6,333.00)	(5,948.14)	93.92
719.000 DENTAL INSURANCE	3,337.98	3,480.00	3,480.00	2,945.17	84.63
719.800 VISION INSURANCE	366.96	386.00	386.00	368.16	95.38
719.900 VISION INS-EE CONTRIBUTIONS	(184.08)	(193.00)	(193.00)	(184.08)	95.38
724.000 WORKER'S COMP	520.40	493.00	480.00	378.68	78.89
725.000 LIFE & DISABILITY BENEFIT	717.60	800.00	800.00	717.60	89.70
752.000 OFFICE SUPPLIES	231.03	500.00	500.00	0.00	0.00
759.000 GAS/FUEL	261.55	600.00	600.00	62.45	10.41
767.000 UNIFORMS	52.00	200.00	200.00	42.50	21.25
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	11,384.36	106,250.00	15,250.00	8,156.43	53.48
850.000 COMMUNICATIONS	173.90	250.00	250.00	229.90	91.96
851.000 MAIL/POSTAGE	0.00	150.00	150.00	0.00	0.00
860.000 TRANSPORTATION/MILEAGE REIMBURSMNT	763.01	600.00	1,600.00	1,665.85	104.12
900.000 PRINTING & PUBLISHING	4,203.98	5,500.00	5,500.00	2,993.25	54.42
916.000 SUBSCRIPTIONS & PUBLICATIONS	24.00	300.00	300.00	10.00	3.33
932.000 VEHICLE REPAIRS & MAINTENANCE	0.00	1,000.00	1,000.00	726.00	72.60
940.000 LEASE/RENT	950.00	350.00	350.00	0.00	0.00
955.000 MISC.	24.40	250.00	250.00	16.00	6.40
957.000 PROFESSIONAL DEVELOPMENT	3,571.00	5,000.00	5,000.00	2,022.95	40.46
957.100 SEMINAR LODGING	149.23	750.00	750.00	957.60	127.68
957.200 SEMINAR MEALS	0.00	400.00	400.00	10.25	2.56
957.300 MEMBERSHIP & DUES	1,205.00	1,500.00	1,500.00	1,448.50	96.57
959.100 CONTRIBUTION TO LOCAL AIRPORT	10,000.00	10,000.00	10,000.00	10,000.00	100.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	1,755.43	1,000.00	1,000.00	0.00	0.00
Total Dept 701 - PLANNING	265,837.55	373,752.00	297,320.00	274,155.56	92.21
Dept 751 - PARKS & RECREATION					
702.000 SALARIES & WAGES	23,498.17	21,744.00	23,474.00	21,775.68	92.77
702.200 TEMPORARY LABOR	15,708.87	15,912.00	22,720.00	22,636.89	99.63
702.500 OVERTIME	1,779.76	2,000.00	2,000.00	1,472.75	73.64
710.000 EMPLR FICA CONTR	2,377.34	2,355.00	2,636.00	2,755.71	104.54
711.000 EMPLR MEDICARE CONTR	556.02	551.00	616.00	644.50	104.63
711.500 UNEMPLOYMENT	213.55	381.00	423.00	99.66	23.56
716.000 EMPLR RETIREMENT CONTR	2,167.05	2,137.00	2,137.00	2,094.08	97.99
718.500 HEALTH INSURANCE	11,884.91	12,893.00	12,893.00	10,925.58	84.74

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Expenditures					
718.700 HEALTH INS-EE CONTRIBUTIONS	(1,284.32)	(1,583.00)	(1,583.00)	(1,358.49)	85.82
719.000 DENTAL INSURANCE	803.11	870.00	870.00	752.33	86.47
719.800 VISION INSURANCE	155.58	193.00	193.00	178.04	92.25
719.900 VISION INS-EE CONTRIBUTIONS	(77.71)	(97.00)	(97.00)	(89.02)	91.77
724.000 WORKER'S COMP	689.83	613.00	683.00	585.58	85.74
725.000 LIFE & DISABILITY BENEFIT	135.17	160.00	160.00	157.25	98.28
754.000 OPERATING SUPPLIES	3,947.86	4,200.00	4,700.00	5,314.00	113.06
759.000 GAS/FUEL	2,203.78	1,800.00	1,800.00	1,649.72	91.65
767.000 UNIFORMS	222.49	500.00	500.00	182.50	36.50
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	3,278.34	7,800.00	7,800.00	3,040.10	38.98
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	0.00	0.00	100.00	90.39	90.39
900.000 PRINTING & PUBLISHING	264.61	500.00	500.00	448.49	89.70
920.000 ELECTRIC/NATURAL GAS	3,774.06	4,200.00	4,200.00	4,004.82	95.35
920.200 WATER & SEWER CHARGES	4,378.98	6,000.00	6,000.00	6,358.95	105.98
930.000 REPAIRS	0.00	0.00	0.00	994.87	100.00
930.200 MAINT-GROUNDS	11,259.81	14,000.00	14,000.00	11,837.51	84.55
930.250 MAINT-DOG PARK	1,497.00	3,000.00	3,000.00	1,350.00	45.00
930.300 MAINT-BUILDINGS	839.22	1,500.00	3,000.00	3,478.52	115.95
933.000 MAINT-VEHICLES	225.77	850.00	850.00	658.79	77.50
933.050 MAINT-EQUIPMENT	5,464.73	2,000.00	2,000.00	2,361.64	118.08
962.000 SAFETY	1,275.35	1,500.00	1,500.00	530.16	35.34
977.000 NEW EQUIPMENT PURCHASE	356.76	4,000.00	4,000.00	935.00	23.38
Total Dept 751 - PARKS & RECREATION	97,596.09	109,979.00	121,075.00	105,866.06	87.44
Dept 901 - CAPITAL OUTLAY					
976.301 CAPITAL OUTLAY-DATA PROCESSING	0.00	0.00	43,662.26	18,097.98	41.45
976.302 CAPITAL OUTLAY-TOWNSHIP HALL	94,940.28	0.00	0.00	0.00	0.00
976.303 CAPITAL OUTLAY-PROPERTY	18,919.37	0.00	0.00	50.45	100.00
976.306 CAPITAL OUTLAY-PARKS DEPT	127,593.26	12,500.00	15,000.00	14,581.00	97.21
976.307 CAPITAL OUTLAY-FIBER NETWORK	0.00	17,000.00	17,000.00	17,549.99	103.24
976.309 CAPITAL OUTLAY-VEHICLES	0.00	96,000.00	96,000.00	96,376.12	100.39
976.314 CAPITAL OUTLAY-NEW TWP HALL/RENO STUDY	4,800.00	12,000.00	24,400.00	13,397.87	54.91
Total Dept 901 - CAPITAL OUTLAY	246,252.91	137,500.00	196,062.26	160,053.41	81.63
TOTAL EXPENDITURES	2,552,587.80	3,098,891.00	2,449,486.26	2,004,189.18	81.82
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	2,863,946.56	2,247,050.00	2,540,563.00	2,588,320.43	101.88
TOTAL EXPENDITURES	2,552,587.80	3,098,891.00	2,449,486.26	2,004,189.18	81.82
NET OF REVENUES & EXPENDITURES	311,358.76	(851,841.00)	91,076.74	584,131.25	641.36

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 206 - FIRE FUND					
Revenues					
Dept 000 - NONE					
402.000	CURRENT REAL PROPERTY TAX	701,604.03	754,000.00	754,000.00	743,320.97 98.58
402.100	PRIOR YEARS PROPERTY TAXES	(1,570.05)	(200.00)	(200.00)	5,688.69 (2,844.35)
412.000	DELQ PERSONAL PROPERTY TAXES	336.82	500.00	500.00	1,398.61 279.72
414.000	PROPERTY TAX REFUNDS-MTT	(5,869.19)	(10,000.00)	(10,000.00)	(97.08) 0.97
432.000	PILOT TAX	4,077.64	7,500.00	7,500.00	0.00 0.00
445.000	INTEREST ON TAXES	15.90	300.00	300.00	76.20 25.40
543.000	STATE GRANT-PUBLIC SAFETY	10,492.69	19,000.00	19,000.00	10,597.04 55.77
573.000	STATE AID REVENUE-LCSA	10,262.82	10,200.00	10,200.00	10,441.44 102.37
665.000	INTEREST EARNED	2,842.66	4,800.00	4,800.00	42,595.88 887.41
677.200	FIRE PROTECTION - EDDA	78,174.73	80,000.00	80,000.00	79,658.26 99.57
677.300	FIRE PROTECTION - WDDA	63,255.49	64,000.00	64,000.00	65,765.91 102.76
Total Dept 000 - NONE		863,623.54	930,100.00	930,100.00	959,445.92 103.16
TOTAL REVENUES		863,623.54	930,100.00	930,100.00	959,445.92 103.16
Expenditures					
Dept 336 - FIRE DEPARTMENT					
702.000	SALARIES & WAGES	1,645.47	0.00	0.00	980.34 100.00
710.000	EMPLR FICA CONTR	96.90	0.00	0.00	56.84 100.00
711.000	EMPLR MEDICARE CONTR	22.67	0.00	0.00	13.29 100.00
716.000	EMPLR RETIREMENT CONTR	148.09	0.00	0.00	88.24 100.00
718.500	HEALTH INSURANCE	564.89	0.00	0.00	475.32 100.00
718.700	HEALTH INS-EE CONTRIBUTIONS	(72.76)	0.00	0.00	(56.05) 100.00
719.000	DENTAL INSURANCE	46.37	0.00	0.00	29.56 100.00
719.800	VISION INSURANCE	4.67	0.00	0.00	4.67 100.00
719.900	VISION INS-EE CONTRIBUTIONS	(2.34)	0.00	0.00	(2.34) 100.00
724.000	WORKER'S COMP	20.13	0.00	0.00	7.89 100.00
725.000	LIFE & DISABILITY BENEFIT	9.23	0.00	0.00	4.35 100.00
801.000	PROFESSIONAL & CONTRACTUAL SERVICES	812,900.00	830,100.00	830,100.00	830,100.00 100.00
801.005	FIRE HYDRANT REPAIRS	0.00	5,150.00	5,150.00	0.00 0.00
801.025	HYDRANT FLUSHING	0.00	30,000.00	30,000.00	0.00 0.00
Total Dept 336 - FIRE DEPARTMENT		815,383.32	865,250.00	865,250.00	831,702.11 96.12
TOTAL EXPENDITURES		815,383.32	865,250.00	865,250.00	831,702.11 96.12
Fund 206 - FIRE FUND:					
TOTAL REVENUES		863,623.54	930,100.00	930,100.00	959,445.92 103.16
TOTAL EXPENDITURES		815,383.32	865,250.00	865,250.00	831,702.11 96.12
NET OF REVENUES & EXPENDITURES		48,240.22	64,850.00	64,850.00	127,743.81 196.98

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED	
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)		
Fund 248 - EAST DDA FUND						
Revenues						
Dept 000 - NONE						
402.000	CURRENT PROPERTY TAX	506,459.10	515,000.00	515,000.00	516,934.75	100.38
402.100	PRIOR YEARS PROPERTY TAXES	0.00	(250.00)	(250.00)	0.00	0.00
412.000	DELQ PERSONAL PROPERTY CAPT	0.00	300.00	300.00	3.63	1.21
414.000	PROPERTY TAX REFUNDS-BOR MTT	(9,873.09)	(4,000.00)	(4,000.00)	0.00	0.00
445.000	INTEREST ON TAXES	0.00	500.00	500.00	0.66	0.13
573.000	STATE AID REVENUE-LCSA	62,229.26	60,000.00	69,000.00	69,776.09	101.12
665.000	INTEREST EARNED	6,537.73	8,600.00	60,000.00	65,903.71	109.84
672.000	OTHER REVENUE	14,820.00	1,000.00	1,000.00	0.00	0.00
Total Dept 000 - NONE		580,173.00	581,150.00	641,550.00	652,618.84	101.73
TOTAL REVENUES		580,173.00	581,150.00	641,550.00	652,618.84	101.73
Expenditures						
Dept 336 - FIRE DEPARTMENT						
830.000	PUBLIC SAFETY - FIRE PROTECTION	78,174.73	80,000.00	80,000.00	79,658.26	99.57
Total Dept 336 - FIRE DEPARTMENT		78,174.73	80,000.00	80,000.00	79,658.26	99.57
Dept 728 - ECONOMIC DEVELOPMENT						
801.000	PROFESSIONAL & CONTRACTUAL SERVICES	10,300.00	12,300.00	20,800.00	6,340.47	30.48
801.001	MAINT- BENCHES/TRASH RECEPTACLES	0.00	5,000.00	0.00	246.00	100.00
801.003	SIDEWALK SNOWPLOWING	7,000.00	11,000.00	11,000.00	4,550.00	41.36
801.004	LAWN CARE	25,454.00	28,500.00	12,000.00	12,086.00	100.72
801.005	IRRIGATION / LIGHTING REPAIRS	28,035.46	20,000.00	12,000.00	6,477.25	53.98
801.007	FLOWER / LANDSCAPE MAINTENANCE	14,403.75	21,000.00	12,000.00	7,358.00	61.32
826.000	LEGAL FEES	0.00	4,000.00	0.00	0.00	0.00
851.000	MAIL/POSTAGE	0.00	750.00	0.00	0.00	0.00
880.000	COMMUNITY PROMOTION	5,500.00	9,000.00	9,000.00	5,500.00	61.11
883.000	COMMUNITY IMPROVEMENT GRANTS	0.00	40,000.00	40,000.00	5,134.67	12.84
885.000	STREET LIGHT BANNERS/CHRISTMAS	21,509.57	20,000.00	20,000.00	17,085.00	85.43
900.000	PRINTING & PUBLISHING	11.97	250.00	250.00	0.00	0.00
920.000	ELECTRIC/NATURAL GAS	10,236.77	14,000.00	10,000.00	8,403.53	84.04
920.200	WATER & SEWER CHARGES	24,385.21	18,000.00	10,000.00	4,621.02	46.21
940.000	LEASE/RENT	1,135.00	875.00	875.00	715.00	81.71
955.000	MISC.	0.00	100.00	100.00	0.00	0.00
957.300	MEMBERSHIP & DUES	315.00	500.00	500.00	375.00	75.00
963.000	PROPERTY/LIABILITY INSURANCE	1,869.58	1,800.00	2,100.00	2,147.92	102.28
967.200	WATER SYSTEM PROJECTS	0.00	100,000.00	0.00	0.00	0.00
967.300	SEWER SYSTEM PROJECTS	0.00	100,000.00	160,000.00	160,000.00	100.00
967.400	STREET/ROAD PROJECTS	0.00	400,000.00	169,000.00	168,571.77	99.75
967.500	SIDEWALK/PATHWAY PROJECTS	0.00	340,000.00	30,000.00	0.00	0.00
967.600	PARKS PROJECTS	10,060.00	0.00	0.00	0.00	0.00
974.000	LAND IMPRVMENTS-GENERAL	15,858.82	20,000.00	0.00	50.45	100.00
974.200	LAND IMPRVMENTS-PICKARD RIGHT OF WAY	0.00	80,000.00	5,000.00	0.00	0.00
974.201	LAND IMPRVMENTS-5800 PICKARD/ENTERPRIS	0.00	40,000.00	0.00	100.90	100.00
974.202	LAND IMPRVMENTS-2120 YATS DR	0.00	0.00	13,000.00	12,093.35	93.03
974.203	LAND IMPRVMENTS-JONATHON LANE	180.00	75,000.00	500.00	100.90	20.18
974.205	LAND IMPRVMENTS-HONEY BEAR LN	0.00	25,000.00	500.00	0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		176,255.13	1,387,075.00	538,625.00	421,957.23	78.34
TOTAL EXPENDITURES		254,429.86	1,467,075.00	618,625.00	501,615.49	81.09
Fund 248 - EAST DDA FUND:						
TOTAL REVENUES		580,173.00	581,150.00	641,550.00	652,618.84	101.73
TOTAL EXPENDITURES		254,429.86	1,467,075.00	618,625.00	501,615.49	81.09
NET OF REVENUES & EXPENDITURES		325,743.14	(885,925.00)	22,925.00	151,003.35	658.68

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED	
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)		
Fund 250 - WEST DDA FUND						
Revenues						
Dept 000 - NONE						
402.000	CURRENT PROPERTY TAX	397,780.60	413,000.00	413,000.00	414,115.58	100.27
412.000	DELQ PERSONAL PROPERTY CAPT	26.60	20.00	20.00	47.46	237.30
414.000	PROPERTY TAX REFUNDS-BOR MTT	0.00	(4,000.00)	(4,000.00)	(409.14)	10.23
445.000	INTEREST ON TAXES	2.66	200.00	200.00	106.61	53.31
573.000	STATE AID REVENUE-LCSA	321.24	0.00	1,800.00	1,884.84	104.71
665.000	INTEREST EARNED	7,591.22	8,600.00	31,000.00	39,141.10	126.26
Total Dept 000 - NONE		405,722.32	417,820.00	442,020.00	454,886.45	102.91
TOTAL REVENUES		405,722.32	417,820.00	442,020.00	454,886.45	102.91
Expenditures						
Dept 336 - FIRE DEPARTMENT						
830.000	PUBLIC SAFETY - FIRE PROTECTION	63,255.49	64,000.00	65,800.00	65,765.91	99.95
Total Dept 336 - FIRE DEPARTMENT		63,255.49	64,000.00	65,800.00	65,765.91	99.95
Dept 728 - ECONOMIC DEVELOPMENT						
801.000	PROFESSIONAL & CONTRACTUAL SERVICES	3,167.50	5,270.00	15,770.00	3,370.23	21.37
801.003	SIDEWALK SNOWPLOWING	1,000.00	8,000.00	8,000.00	3,500.00	43.75
826.000	LEGAL FEES	0.00	1,000.00	1,000.00	0.00	0.00
851.000	MAIL/POSTAGE	0.00	750.00	750.00	0.00	0.00
880.000	COMMUNITY PROMOTION	5,500.00	8,000.00	8,000.00	5,500.00	68.75
883.000	COMMUNITY IMPROVEMENT GRANTS	0.00	40,000.00	40,000.00	0.00	0.00
900.000	PRINTING & PUBLISHING	0.00	500.00	500.00	0.00	0.00
940.000	LEASE/RENT	475.00	175.00	175.00	0.00	0.00
955.000	MISC.	0.00	100.00	100.00	0.00	0.00
957.300	MEMBERSHIP & DUES	315.00	400.00	400.00	375.00	93.75
959.500	CONTRIBUTIONS TO ROAD COMMISSION	0.00	40,000.00	0.00	0.00	0.00
967.400	STREET/ROAD PROJECTS	450,594.00	0.00	0.00	0.00	0.00
967.500	SIDEWALK/PATHWAY PROJECTS	524,940.36	0.00	0.00	0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		985,991.86	104,195.00	74,695.00	12,745.23	17.06
TOTAL EXPENDITURES		1,049,247.35	168,195.00	140,495.00	78,511.14	55.88
Fund 250 - WEST DDA FUND:						
TOTAL REVENUES		405,722.32	417,820.00	442,020.00	454,886.45	102.91
TOTAL EXPENDITURES		1,049,247.35	168,195.00	140,495.00	78,511.14	55.88
NET OF REVENUES & EXPENDITURES		(643,525.03)	249,625.00	301,525.00	376,375.31	124.82

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)	
Fund 285 - AMERICAN RESCUE PLAN ACT (ARPA)					
Revenues					
Dept 000 - NONE					
539.000 STATE GRANTS	228,469.23	48,000.00	250,000.00	195,996.01	78.40
665.000 INTEREST EARNED	6,856.93	1,600.00	0.00	4,857.26	100.00
674.000 PRIVATE CONTRIBUTIONS & DONATIONS	50,000.00	0.00	0.00	0.00	0.00
Total Dept 000 - NONE	285,326.16	49,600.00	250,000.00	200,853.27	80.34
Dept 930 - TRANSFER IN					
699.288 TRANSFER IN FROM TRIBAL 2% GRANT FUND	170,000.00	0.00	0.00	0.00	0.00
Total Dept 930 - TRANSFER IN	170,000.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	455,326.16	49,600.00	250,000.00	200,853.27	80.34
Expenditures					
Dept 441 - PUBLIC WORKS					
959.500 CONTRIBUTIONS TO ROAD COMMISSION	306,048.48	0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS	306,048.48	0.00	0.00	0.00	0.00
Dept 901 - CAPITAL OUTLAY					
976.306 CAPITAL OUTLAY-PARKS EQUIPMENT	142,420.75	48,000.00	250,000.00	195,996.01	78.40
Total Dept 901 - CAPITAL OUTLAY	142,420.75	48,000.00	250,000.00	195,996.01	78.40
Dept 996 - TRANSFER OUT					
995.101 TRANSFER OUT TO GENERAL FUND	0.00	0.00	7,013.00	7,012.64	99.99
Total Dept 996 - TRANSFER OUT	0.00	0.00	7,013.00	7,012.64	99.99
TOTAL EXPENDITURES	448,469.23	48,000.00	257,013.00	203,008.65	78.99
Fund 285 - AMERICAN RESCUE PLAN ACT (ARPA):					
TOTAL REVENUES	455,326.16	49,600.00	250,000.00	200,853.27	80.34
TOTAL EXPENDITURES	448,469.23	48,000.00	257,013.00	203,008.65	78.99
NET OF REVENUES & EXPENDITURES	6,856.93	1,600.00	(7,013.00)	(2,155.38)	30.73

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BGDG USED
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)	
Fund 590 - SEWER FUND					
Revenues					
Dept 000 - NONE					
582.000 CONTRIBUTION FROM TRIBE	0.00	0.00	225,371.17	225,371.17	100.00
583.000 CONTRIBUTION FROM EDA FOR PROJECTS	0.00	160,000.00	160,000.00	160,000.00	100.00
626.000 SEWER INSPECTION FEES	490.00	2,000.00	9,000.00	7,191.75	79.91
642.000 SERVICE	1,461,243.98	1,541,548.00	1,541,548.00	1,568,157.33	101.73
643.850 DELINQUENT SEWER	0.00	(1,500.00)	(1,500.00)	0.00	0.00
644.300 CONNECTION FEE	63,510.17	76,875.00	260,000.00	272,758.01	104.91
655.000 FINES & FORFEITURES	39,220.42	33,000.00	33,000.00	34,021.47	103.10
665.000 INTEREST EARNED	16,555.99	12,500.00	120,000.00	127,311.06	106.09
670.000 DEBT RETIREMENT	1,221,832.68	1,277,369.00	1,277,369.00	1,311,238.31	102.65
672.000 OTHER REVENUE	2,378.62	3,000.00	3,000.00	134.30	4.48
673.000 GAIN/LOSS ON SALE OF ASSETS	7,500.00	0.00	0.00	400.00	100.00
687.000 REFUNDS & REBATES	3,075.61	2,000.00	3,500.00	2,968.86	84.82
Total Dept 000 - NONE	2,815,807.47	3,106,792.00	3,631,288.17	3,709,552.26	102.16
TOTAL REVENUES	2,815,807.47	3,106,792.00	3,631,288.17	3,709,552.26	102.16
Expenditures					
Dept 536 - WATER/SEWER SYSTEMS					
702.000 SALARIES & WAGES	268,781.58	278,077.00	278,077.00	283,864.57	102.08
702.200 TEMPORARY LABOR	5,170.14	10,608.00	15,000.00	13,918.13	92.79
702.500 OVERTIME	8,500.51	10,800.00	10,800.00	11,780.65	109.08
702.700 LUMP SUM IN LIEU OF STEP	4,331.79	0.00	3,050.00	3,038.07	99.61
705.000 LEAVE TIME PAYOUT	0.00	6,700.00	6,700.00	0.00	0.00
710.000 EMPLR FICA CONTR	17,133.06	17,970.00	17,970.00	18,730.52	104.23
711.000 EMPLR MEDICARE CONTR	4,007.41	4,203.00	4,203.00	4,380.87	104.23
711.500 UNEMPLOYMENT	609.18	810.00	810.00	274.86	33.93
716.000 EMPLR RETIREMENT CONTR	24,106.86	24,316.00	24,316.00	25,615.67	105.34
718.500 HEALTH INSURANCE	90,317.02	101,026.00	101,026.00	93,293.91	92.35
718.700 HEALTH INS-EE CONTRIBUTIONS	(8,375.06)	(9,316.00)	(9,316.00)	(8,902.22)	95.56
719.000 DENTAL INSURANCE	4,298.86	4,697.00	4,697.00	4,511.78	96.06
719.800 VISION INSURANCE	429.59	659.00	659.00	603.42	91.57
719.900 VISION INS-EE CONTRIBUTIONS	(215.33)	(329.00)	(329.00)	(301.82)	91.74
724.000 WORKER'S COMP	1,870.60	1,540.00	1,540.00	1,460.97	94.87
725.000 LIFE AND DISABILITY INSURANCE	1,235.46	1,382.00	1,382.00	1,248.06	90.31
726.000 COMPENSATED ABSENCES	(4,385.04)	0.00	0.00	0.00	0.00
752.000 OFFICE SUPPLIES	1,477.59	1,500.00	1,500.00	602.61	40.17
754.000 OPERATING SUPPLIES	5,027.02	5,500.00	5,500.00	4,604.49	83.72
759.000 GAS/FUEL	10,724.72	12,500.00	12,500.00	9,507.99	76.06
767.000 UNIFORMS	968.89	2,000.00	2,000.00	522.25	26.11
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	23,004.29	98,210.00	71,000.00	68,482.67	96.45
802.100 SOFTWARE SUPPORT/MAINTENANCE AGREEMENTS	2,421.31	2,530.00	2,700.00	2,558.38	94.75
826.000 LEGAL FEES	1,740.00	20,000.00	2,000.00	300.00	15.00
850.000 COMMUNICATIONS	2,300.77	2,510.00	2,510.00	2,439.20	97.18
851.000 MAIL/POSTAGE	1,828.81	4,000.00	4,000.00	1,993.33	49.83
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	685.59	800.00	800.00	716.31	89.54
900.000 PRINTING & PUBLISHING	401.70	1,500.00	1,500.00	572.08	38.14
920.000 ELECTRIC/NATURAL GAS	83,941.61	102,000.00	102,000.00	88,280.08	86.55
930.000 REPAIRS	5,861.23	180,000.00	125,000.00	123,851.69	99.08
930.200 MAINT-GROUNDS	786.62	2,000.00	2,000.00	146.61	7.33
930.300 MAINT-BUILDINGS	2,698.45	5,000.00	5,000.00	2,000.00	40.00
933.000 MAINT-VEHICLES	1,521.72	6,000.00	6,000.00	6,643.49	110.72
933.050 MAINT-EQUIPMENT	2,842.50	25,000.00	15,000.00	2,100.78	14.01
933.500 MAINT-LIFT STATIONS	17,045.64	146,000.00	120,000.00	49,917.86	41.60
934.300 OPTO 22 MAINTENANCE	257.49	10,000.00	5,000.00	1,708.83	34.18
934.500 MAINT. AGREEMENT ON EQUIPMENT	5,747.31	9,700.00	9,700.00	9,290.54	95.78
955.000 MISC.	20.00	0.00	101.00	110.03	108.94
957.000 PROFESSIONAL DEVELOPMENT	392.50	2,500.00	2,500.00	417.50	16.70
957.100 SEMINAR LODGING	0.00	1,000.00	1,000.00	255.39	25.54
957.200 SEMINAR MEALS	0.00	100.00	100.00	0.00	0.00
957.300 MEMBERSHIP & DUES	432.50	500.00	500.00	243.50	48.70
962.000 SAFETY	2,530.92	6,000.00	6,000.00	3,489.63	58.16
963.000 PROPERTY/LIABILITY INSURANCE	22,820.59	23,500.00	33,000.00	33,692.50	102.10
969.300 HOOKUP LABOR & MATERIAL	587.50	10,000.00	10,000.00	7,218.08	72.18
973.000 CAPITAL PROJECTS-SEWER SYSTEM	0.00	1,789,100.00	1,064,100.00	1,023,369.78	96.17
977.000 NEW EQUIPMENT PURCHASE	5,748.07	12,500.00	18,276.41	1,088.74	5.96
980.000 NEW OFFICE EQUIPMENT & FURNITURE	437.67	1,000.00	1,000.00	559.98	56.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	1,841.12	0.00	10,000.00	4,370.28	43.70
981.000 NEW VEHICLE PURCHASE	0.00	30,000.00	30,000.00	25,522.48	85.07
Total Dept 536 - WATER/SEWER SYSTEMS	623,910.76	2,966,093.00	2,132,872.41	1,930,094.52	90.49
Dept 540 - WWTP					

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 590 - SEWER FUND					
Expenditures					
702.000 SALARIES & WAGES	283,106.53	287,927.00	287,927.00	260,132.76	90.35
702.500 OVERTIME	9,830.97	13,000.00	13,000.00	9,343.13	71.87
702.700 LUMP SUM IN LIEU OF STEP	5,285.94	0.00	3,650.00	3,647.13	99.92
705.000 LEAVE TIME PAYOUT	16,889.09	0.00	0.00	0.00	0.00
710.000 EMPLR FICA CONTR	18,734.26	17,720.00	17,720.00	16,242.14	91.66
711.000 EMPLR MEDICARE CONTR	4,381.39	4,144.00	4,144.00	3,798.56	91.66
711.500 UNEMPLOYMENT	617.50	713.00	713.00	190.00	26.65
716.000 EMPLR RETIREMENT CONTR	28,360.18	27,083.00	27,083.00	24,633.03	90.95
718.500 HEALTH INSURANCE	112,500.21	128,925.00	128,925.00	99,288.70	77.01
718.700 HEALTH INS-EE CONTRIBUTIONS	(12,649.96)	(14,562.00)	(14,562.00)	(11,194.36)	76.87
719.000 DENTAL INSURANCE	6,654.52	7,975.00	7,975.00	5,946.42	74.56
719.800 VISION INSURANCE	995.17	1,105.00	1,105.00	758.41	68.63
719.900 VISION INS-EE CONTRIBUTIONS	(490.33)	(553.00)	(553.00)	(379.21)	68.57
724.000 WORKER'S COMP	3,053.67	2,425.00	2,425.00	1,752.93	72.29
725.000 LIFE AND DISABILITY INSURANCE	1,537.97	1,760.00	1,760.00	1,359.61	77.25
743.000 CHEMICALS	61,622.40	60,000.00	65,000.00	66,578.71	102.43
744.000 LAB EQUIPMENT & SUPPLIES	31,434.64	30,000.00	30,000.00	28,667.12	95.56
752.000 OFFICE SUPPLIES	589.99	700.00	700.00	463.49	66.21
754.000 OPERATING SUPPLIES	12,139.16	12,000.00	12,000.00	7,011.92	58.43
759.000 GAS/FUEL	5,501.08	5,000.00	5,000.00	3,435.86	68.72
767.000 UNIFORMS	864.79	2,000.00	2,000.00	692.50	34.63
774.100 BIOXIDE	75,915.28	80,000.00	80,000.00	76,107.31	95.13
801.000 PROFESSIONAL & CONTRACTUAL SERVICES	24,943.12	28,450.00	30,000.00	23,961.54	79.87
801.200 CONT. SERV. - BIOSOLIDS LAND APPL.	28,111.20	37,400.00	51,000.00	50,376.34	98.78
801.300 CONT. SERV. - LAB ANALYSIS	3,548.93	7,000.00	7,000.00	7,085.00	101.21
850.000 COMMUNICATIONS	4,401.30	4,800.00	4,800.00	6,439.36	134.15
851.000 MAIL/POSTAGE	168.50	750.00	750.00	181.20	24.16
860.000 TRANSPORTATION/MILEAGE REIMBURSEMENT	108.09	500.00	500.00	10.48	2.10
900.000 PRINTING & PUBLISHING	155.45	500.00	500.00	0.00	0.00
920.000 ELECTRIC/NATURAL GAS	148,585.50	176,000.00	176,000.00	162,975.72	92.60
920.200 WATER & SEWER QUARTERLY BILLING	6,624.72	10,000.00	10,000.00	7,944.31	79.44
923.000 PROPANE	2,225.28	3,500.00	3,500.00	1,882.24	53.78
930.200 MAINT-GROUNDS	1,822.40	3,500.00	3,500.00	1,697.92	48.51
930.300 MAINT-BUILDINGS	2,834.91	15,000.00	5,000.00	1,607.35	32.15
933.000 MAINT-VEHICLES	1,265.68	3,000.00	3,000.00	485.59	16.19
933.050 MAINT-EQUIPMENT	4,496.88	6,000.00	6,000.00	3,095.73	51.60
934.300 OPTO 22 MAINTENANCE	5,610.52	10,000.00	10,000.00	1,925.95	19.26
934.500 MAINT. AGREEMENT ON EQUIPMENT	2,582.74	5,500.00	5,500.00	750.00	13.64
934.981 SAMPLING EQUIPMENT MAINT.	132.25	4,000.00	4,000.00	577.01	14.43
934.982 PRELIMINARY TREAT EQUIPM. MAINT.	5,558.43	25,000.00	25,000.00	9,874.81	39.50
934.983 SECONDARY TREAT EQUIP. MAINT.	14,867.49	25,000.00	30,000.00	32,661.89	108.87
934.984 SOLIDS EQUIPMENT MAINT.	11,165.17	25,000.00	25,000.00	21,019.05	84.08
934.985 DISINFECTION EQUIPMENT MAINT.	373.45	6,000.00	6,000.00	103.50	1.73
934.986 INSTRUMENTATION EQUIPMENT MAINT.	1,238.77	6,000.00	6,000.00	4,482.74	74.71
934.987 TERTIARY FILTER MAINT.	1,713.12	10,000.00	10,000.00	649.78	6.50
949.000 IPP	0.00	500.00	500.00	0.00	0.00
957.000 PROFESSIONAL DEVELOPMENT	2,404.20	5,000.00	5,000.00	1,378.30	27.57
957.100 SEMINAR LODGING	0.00	500.00	500.00	0.00	0.00
957.200 SEMINAR MEALS	0.00	100.00	100.00	0.00	0.00
957.300 MEMBERSHIP & DUES	307.00	500.00	500.00	578.00	115.60
958.100 PERMITS & FEES	6,275.48	13,000.00	13,000.00	5,500.00	42.31
962.000 SAFETY	2,115.17	5,000.00	5,000.00	2,965.49	59.31
963.000 PROPERTY/LIABILITY INSURANCE	17,416.82	18,000.00	18,000.00	20,077.02	111.54
977.000 NEW EQUIPMENT PURCHASE	853.38	5,000.00	5,000.00	4,204.63	84.09
980.000 NEW OFFICE EQUIPMENT & FURNITURE	0.00	750.00	750.00	0.00	0.00
980.100 NEW COMPUTER HARDWARE & SOFTWARE	2,670.00	0.00	8,000.00	11,180.85	139.76
Total Dept 540 - WWTP	971,450.40	1,128,612.00	1,155,412.00	984,147.96	85.18
Dept 906 - DEBT SERVICE					
993.350 BOND INTEREST-RURAL DEVELOPMENT	142,082.80	139,500.00	139,500.00	138,711.43	99.43
Total Dept 906 - DEBT SERVICE	142,082.80	139,500.00	139,500.00	138,711.43	99.43
Dept 960 - DEPRECIATION EXPENSE					
968.000 DEPRECIATION EXPENSE	755,733.06	780,000.00	780,000.00	0.00	0.00
Total Dept 960 - DEPRECIATION EXPENSE	755,733.06	780,000.00	780,000.00	0.00	0.00
TOTAL EXPENDITURES	2,493,177.02	5,014,205.00	4,207,784.41	3,052,953.91	72.55

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022 RMAL (ABNORMAL)	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023 RMAL (ABNORMAL)	
Fund 590 - SEWER FUND					
Fund 590 - SEWER FUND:					
TOTAL REVENUES	2,815,807.47	3,106,792.00	3,631,288.17	3,709,552.26	102.16
TOTAL EXPENDITURES	2,493,177.02	5,014,205.00	4,207,784.41	3,052,953.91	72.55
NET OF REVENUES & EXPENDITURES	322,630.45	(1,907,413.00)	(576,496.24)	656,598.35	113.89

User: SHERRIE

PERIOD ENDING 12/31/2023

DB: Union

% Fiscal Year Completed: 100.00

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED	
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023		
	RMAL (ABNORMAL)			RMAL (ABNORMAL)		
Fund 591 - WATER FUND						
Revenues						
Dept 000 - NONE						
476.500	REVENUE-REPLACEMENT METERS	0.00	1,000.00	1,000.00	0.00	0.00
539.000	STATE GRANTS	0.00	38,700.00	38,700.00	31,137.82	80.46
626.000	WATER INSPECTION FEES	3,993.50	1,500.00	11,000.00	8,695.75	79.05
643.000	WATER SALES	1,544,655.31	1,495,000.00	1,495,000.00	1,628,851.39	108.95
643.100	BULK WATER SALES	3,527.65	1,200.00	6,600.00	6,625.00	100.38
643.200	FINAL READ	4,446.00	4,000.00	4,000.00	3,978.00	99.45
643.300	TURN-OFF	7,128.00	4,000.00	4,000.00	4,575.00	114.38
644.000	LATERALS	4,631.04	5,000.00	5,000.00	0.00	0.00
644.200	BENEFIT FEES	31,835.23	50,000.00	90,000.00	94,510.38	105.01
645.000	CONNECTION FEES	45,010.50	60,000.00	60,000.00	28,538.00	47.56
655.000	FINES & FORFEITURES	20,452.98	20,000.00	20,000.00	18,305.77	91.53
665.000	INTEREST EARNED	16,530.63	10,500.00	120,000.00	125,251.64	104.38
665.100	INTEREST EARNED-SPEC ASSESS	867.21	0.00	0.00	0.00	0.00
671.000	LEASES - TOWER RENTAL	56,387.41	56,000.00	56,000.00	58,626.66	104.69
672.000	OTHER REVENUE	9,296.22	8,000.00	8,000.00	2,634.01	32.93
673.000	GAIN/LOSS ON SALE OF ASSETS	7,500.00	0.00	0.00	400.00	100.00
687.000	REFUNDS & REBATES	1,649.11	1,500.00	3,500.00	3,468.58	99.10
Total Dept 000 - NONE		1,757,910.79	1,756,400.00	1,922,800.00	2,015,598.00	104.83
TOTAL REVENUES		1,757,910.79	1,756,400.00	1,922,800.00	2,015,598.00	104.83
Expenditures						
Dept 536 - WATER/SEWER SYSTEMS						
702.000	SALARIES & WAGES	414,589.65	415,205.00	415,205.00	447,071.32	107.67
702.200	TEMPORARY LABOR	5,128.71	10,608.00	16,000.00	14,973.75	93.59
702.500	OVERTIME	35,904.40	41,000.00	41,000.00	37,092.25	90.47
702.700	LUMP SUM IN LIEU OF STEP	6,262.63	0.00	5,100.00	5,075.07	99.51
705.000	LEAVE TIME PAYOUT	0.00	6,700.00	6,700.00	0.00	0.00
710.000	EMPLR FICA CONTR	27,580.12	27,940.00	27,940.00	30,199.41	108.09
711.000	EMPLR MEDICARE CONTR	6,449.52	6,534.00	6,534.00	7,062.16	108.08
711.500	UNEMPLOYMENT	886.11	957.00	957.00	350.01	36.57
716.000	EMPLR RETIREMENT CONTR	39,728.77	39,375.00	39,375.00	42,670.38	108.37
718.500	HEALTH INSURANCE	142,445.71	152,596.00	152,596.00	149,934.25	98.26
718.700	HEALTH INS-EE CONTRIBUTIONS	(14,772.42)	(15,649.00)	(15,649.00)	(15,359.08)	98.15
719.000	DENTAL INSURANCE	7,855.16	8,177.00	8,177.00	7,684.25	93.97
719.800	VISION INSURANCE	842.30	1,045.00	1,045.00	1,065.71	101.98
719.900	VISION INS-EE CONTRIBUTIONS	(422.07)	(522.00)	(522.00)	(532.70)	102.05
724.000	WORKER'S COMP	6,558.85	5,940.00	5,940.00	5,048.80	85.00
725.000	LIFE AND DISABILITY INSURANCE	1,994.46	2,151.00	2,151.00	2,100.21	97.64
726.000	COMPENSATED ABSENCES	3,795.07	0.00	0.00	0.00	0.00
752.000	OFFICE SUPPLIES	1,562.00	1,600.00	1,600.00	493.09	30.82
753.000	PROCESS CHEMICALS/CHLORINE	67,646.94	65,000.00	65,000.00	60,851.55	93.62
754.000	OPERATING SUPPLIES	10,349.23	13,000.00	13,000.00	12,064.23	92.80
759.000	GAS/FUEL	15,043.93	12,000.00	12,000.00	9,108.72	75.91
767.000	UNIFORMS	1,068.88	2,000.00	2,000.00	522.24	26.11
774.100	MXU	5,920.00	10,000.00	10,000.00	6,010.00	60.10
801.000	PROFESSIONAL & CONTRACTUAL SERVICES	81,392.54	95,200.00	98,200.00	67,882.02	69.13
801.010	LAB FEES	10,693.73	30,000.00	15,000.00	10,571.43	70.48
801.025	HYDRANT FLUSHING	0.00	(30,000.00)	(30,000.00)	0.00	0.00
801.750	WELL HEAD PROTECTION	0.00	500.00	500.00	0.00	0.00
801.800	WATER STUDY	12,500.00	75,000.00	39,000.00	37,250.00	95.51
802.100	SOFTWARE SUPPORT/MAINTENANCE AGREEMENTS	2,421.29	2,530.00	2,700.00	2,558.39	94.76
826.000	LEGAL FEES	1,260.00	10,000.00	1,000.00	300.00	30.00
850.000	COMMUNICATIONS	7,645.01	8,750.00	8,750.00	4,271.71	48.82
851.000	MAIL/POSTAGE	2,051.49	5,700.00	5,700.00	2,178.15	38.21
860.000	TRANSPORTATION/MILEAGE REIMBURSEMENT	611.55	1,200.00	1,200.00	707.12	58.93
900.000	PRINTING & PUBLISHING	4,625.84	5,200.00	5,200.00	4,173.16	80.25
920.000	ELECTRIC/NATURAL GAS	141,658.35	173,000.00	173,000.00	152,213.34	87.98
930.000	EQUIPMENT REPAIRS	60,999.32	105,000.00	75,000.00	58,259.22	77.68
930.200	MAINT-GROUNDS	1,297.28	6,000.00	6,000.00	146.61	2.44
930.300	MAINT-BUILDINGS	4,994.48	5,000.00	5,000.00	4,123.98	82.48
933.000	MAINT-VEHICLES	1,559.47	6,000.00	6,000.00	8,268.97	137.82
933.050	MAINT-EQUIPMENT	6,540.87	15,000.00	15,000.00	1,593.94	10.63
933.100	MAINT-WATER WELLS	580.00	38,500.00	48,500.00	37,714.31	77.76
933.200	MAINT-TREATMENT PLANTS	15,158.87	74,000.00	74,000.00	23,267.58	31.44
933.300	MAINT-WATER TOWERS	7,712.58	5,000.00	5,000.00	1,474.00	29.48
934.300	OPTO 22 MAINTENANCE	4,703.03	16,000.00	10,000.00	6,607.61	66.08
934.500	MAINT. AGREEMENT ON EQUIPMENT	7,078.84	4,300.00	7,300.00	7,568.24	103.67
940.500	ROYALTIES	5,390.00	5,000.00	5,000.00	5,057.36	101.15
955.000	MISC.	0.00	0.00	101.00	101.00	100.00
957.000	PROFESSIONAL DEVELOPMENT	1,617.50	5,000.00	5,000.00	2,952.50	59.05
957.100	SEMINAR LODGING	0.00	1,000.00	1,000.00	255.38	25.54
957.200	SEMINAR MEALS	16.96	450.00	450.00	72.89	16.20

ACCOUNT DESCRIPTION	END BALANCE	2023		YTD BALANCE	% BDGT USED
	12/31/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2023	
	RMAL (ABNORMAL)			RMAL (ABNORMAL)	
Fund 591 - WATER FUND					
Expenditures					
957.300 MEMBERSHIP & DUES	1,067.50	1,200.00	1,200.00	338.50	28.21
962.000 SAFETY	3,639.19	6,000.00	6,000.00	3,507.29	58.45
963.000 PROPERTY/LIABILITY INSURANCE	26,099.98	27,000.00	31,000.00	29,985.62	96.73
969.200 METER REPLACEMENT PROGRAM	47,336.61	30,000.00	30,000.00	25,109.79	83.70
969.300 HOOKUP LABOR & MATERIAL	81,702.64	60,000.00	60,000.00	20,922.70	34.87
972.000 CAPITAL PROJECTS-WATER SYSTEM	0.00	814,000.00	509,000.00	328,974.30	64.63
977.000 NEW EQUIPMENT PURCHASE	4,801.12	28,500.00	34,276.41	9,056.73	26.42
980.000 NEW OFFICE EQUIPMENT & FURNITURE	437.67	1,000.00	1,000.00	542.10	54.21
980.100 NEW COMPUTER HARDWARE & SOFTWARE	4,721.97	2,000.00	7,000.00	5,615.77	80.23
981.000 NEW VEHICLE PURCHASE	0.00	30,000.00	30,000.00	26,193.79	87.31
Total Dept 536 - WATER/SEWER SYSTEMS	1,338,733.63	2,468,687.00	2,109,226.41	1,713,301.13	81.23
Dept 906 - DEBT SERVICE					
993.002 BOND INTEREST - (2010 WATER)	46,792.79	42,800.00	42,800.00	43,817.50	102.38
993.800 BOND ISSUE COST AMORTIZATION	1,578.75	1,579.00	1,579.00	1,578.75	99.98
993.900 BOND - PAYING AGENT FEES	750.00	800.00	800.00	750.00	93.75
Total Dept 906 - DEBT SERVICE	49,121.54	45,179.00	45,179.00	46,146.25	102.14
Dept 960 - DEPRECIATION EXPENSE					
968.000 DEPRECIATION EXPENSE	409,951.77	425,000.00	425,000.00	0.00	0.00
Total Dept 960 - DEPRECIATION EXPENSE	409,951.77	425,000.00	425,000.00	0.00	0.00
TOTAL EXPENDITURES	1,797,806.94	2,938,866.00	2,579,405.41	1,759,447.38	68.21
Fund 591 - WATER FUND:					
TOTAL REVENUES	1,757,910.79	1,756,400.00	1,922,800.00	2,015,598.00	104.83
TOTAL EXPENDITURES	1,797,806.94	2,938,866.00	2,579,405.41	1,759,447.38	68.21
NET OF REVENUES & EXPENDITURES	(39,896.15)	(1,182,466.00)	(656,605.41)	256,150.62	39.01
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS	9,742,509.84	9,088,912.00	10,358,321.17	10,581,275.17	102.15
TOTAL EXPENDITURES - ALL FUNDS	9,411,101.52	13,600,482.00	11,118,059.08	8,431,427.86	75.84
NET OF REVENUES & EXPENDITURES	331,408.32	(4,511,570.00)	(759,737.91)	2,149,847.31	282.97

Policy Governance Executive Limitations Evaluation Form

A tool to be used by individual Board members as they evaluate the internal monitoring reports

Policy being monitored: **2.5 – Financial Conditions & Activities**

1. Was this report submitted when due? Yes No
 2. Did the report lay out the Manager’s interpretation or an operational definition of the policy? Yes No
 3. Is the interpretation justified or is proof provided to explain why the interpretation is reasonable? Yes No
 4. Was I convinced that the interpretation is justified and reasonable? Yes No
 5. Did the interpretation address all aspects of the policy? Yes No
 6. Does the data show compliance with the Manager’s interpretation of our policy? Yes No
-

Comments regarding further policy development:

1. Is there any area regarding this policy that you worry about that is not clearly addressed in existing policy?

2. What policy language would you like to see incorporated to address your concern?

Signature and date of Board member _____



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: January 16, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 1/24/2024
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 3.1 – Governing Style	

Current Action Emergency

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

Finance Approval _____ *MDS*

BACKGROUND INFORMATION

The Board Governance Policy was originally adopted in 2010 with subsequent amendments in the intervening years and as recently as 2023. The purpose of the Policy is to assist the Board of Trustees in the execution of their duties as a policy making body. Through the articulation of various policies within the totality of the document, the Board of Trustees is encouraged to focus on long-term organizational outputs and the discharge of its fiduciary responsibilities.

Certain policies, such as Policy 3.1 (Governing Style), are to be reviewed and monitored for compliance on an annual basis. Policy 3.1 is to be reviewed annually in January.

Board Policy 3.1– Governing Style

At the highest level, the Policy states:

The Board will govern with an emphasis on (a) outward vision rather than an internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of board and chief executive roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) proactively rather than reactivity.

Attached is a complete copy of Policy 3.1 and an evaluation form that can be used for the review/discussion of Policy No. 3.1

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

An annual review of Board Policies allows for the Board of Trustees to monitor itself regarding adherence to existing policies that apply to the Board of Trustees and to review if the policy itself needs any updating.

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

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

3.1 POLICY TITLE: *GOVERNING STYLE*

The board will govern with an emphasis on (a) outward vision rather than an internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of board and chief executive roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) proactively rather than reactivity.

On any issue, the Board must ensure that all divergent views are considered in making decisions yet must resolve into a single organizational position.

Accordingly:

- 3.1.1 The board will cultivate a sense of group responsibility. The board, not the staff, will be responsible for excellence in *governing*. The board will be the initiator of policy, not merely a reactor to staff initiatives. The board may use the expertise of individual members to enhance the ability of the board as a body, rather than to substitute the individual judgments for the board's values.
- 3.1.2 The board will direct, control, and inspire the organization through the careful establishment of broad written policies reflecting the board's values and perspectives. The board's major policy focus will be on the intended long-term impacts outside the organization, not on the administrative or programmatic means of attaining those effects.
- 3.1.3 The board will enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policymaking principles, respect of roles, and ensuring the continuance of governance capability. Although the board can change its governance process policies at any time, it will observe them scrupulously while in force.
 - 3.1.3.1 In accordance with this discipline, the board will only allow itself to address a topic after it has answered these questions:
 - A. Whose issue is this? Is it the Board's or the Township Manager's?
 - B. Has the board dealt with this subject in a policy? If so, what has the board already said on this subject and how is this issue related? If the board has already addressed the matter, does the board wish to change what it has already said?
 - C. If the matter is several levels below board level, what is the broadest way to address this issue so that it is still under existing board policy? Does that policy suffice to deal with our concern?
 - 3.1.3.2 It is out of order for board members to talk about content until these questions of appropriateness are settled.
- 3.1.4 Continual board development will include orientation of new board members in the board's governance process and periodic board discussion of process improvement.

- 3.1.5 The board will allow no officer, individual or committee of the board to hinder or be an excuse for not fulfilling its commitments.
- 3.1.6 The board will monitor and discuss the board's process and performance at each meeting. Self-monitoring will include comparison of board activity and discipline to policies in the Governance Process and Board-Township Management Linkage categories.

Use this evaluation form for discussion at the Board of Trustees Meeting on January 24, 2024.

Review all sections of the policy listed and evaluate board compliance with policy.

1. Indicate item by item if you believe the Board is in strict compliance with the policy as stated.

2. If you indicated that the Board is not in strict compliance with the policy as stated, please indicate what you notice that gives evidence that the Board is not in compliance.

3. How do you think the Board could improve the process to be in full compliance?

4. What does the Board need to learn or discuss in order to live by the policies more completely?