

**Notice of an Electronically Conducted
Regular Meeting of the Charter Township of Union
Board of Trustees**

Notice is hereby given that the Charter Township of Union Board of Trustees will conduct their regularly scheduled May 27, 2020 meeting electronically at 7:00 p.m., consistent with direction from the Governor and state and county health officials to slow the spread of the COVID-19 virus.

The Township Hall remains closed to the public, so there will be no in-person public attendance in the Township Hall Board Room (2010 S. Lincoln Rd., Mt. Pleasant, MI 48858), although some Board of Trustees members and Township staff may choose to participate from this location.

All interested persons may attend and participate. The public may participate in the meeting by computer and smart phone using the following link to the electronic meeting location: <https://us02web.zoom.us/j/87243116560?pwd=ZlllNG8veFlONGRSazBtNkltTaHM4UT09> (Meeting ID Enter "872 4311 6560" Password enter "616232"). Access to the electronic meeting will open at 6:30 p.m. All participants will be placed in a virtual waiting room until the meeting moderator opens the meeting at 7:00 p.m.

To participate via telephone conference call, please call (253) 215-8782. Enter "872 4311 6560" and the "#" sign at the "Meeting ID" prompt, and then enter "616232" at the "Password" prompt. Lastly, re-enter the "#" sign again at the "Participant ID" prompt to join the meeting.

The meeting agenda, packet of materials relating to the meeting, and instructions for connecting to the meeting electronically are available on the Township's website under "Minutes and Board Packets" at <http://www.uniontownshipmi.com/>.

Questions and comments will be received during the public comment sections of the meeting. For participants accessing via computer or smartphone to indicate a desire to address the Board of Trustees, please use the "Raise Your Hand" icon. First, click on the "Participants" button at the bottom center of the screen, and then click on the "Raise Your Hand" icon near the bottom right corner of the screen. To rise your hand for telephone dial-in participants, press *9. The Supervisor will call on you by the last three digits of your phone number to invite any comment, at which time you will be unmuted by the meeting moderator.

If there are a large number of participants, the Supervisor may choose to call on individuals by name or telephone number. Please speak clearly, and provide your name and address before making your comments. Please note that the meeting moderator will control the muting and unmuting of participants during public comment.

Written comments to the Board of Trustees may also be delivered to the drop box at the Township Hall. Comments received prior to 3:00 p.m. on 5/27/2020 will be read aloud to the Board of Trustees.

Persons with disabilities needing assistance to participate should call the Township office at (989) 772-4600. Persons requiring speech or hearing assistance may 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.

Instructions to Participate in an Electronically Conducted Regular Meeting of the Charter Township of Union Board of Trustees

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"Raise Your Hand" for Citizen Participation During the Public Comment Periods

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Click "Lower Hand" to lower it if needed. If you are accessing via computer, you can also use the Alt+Y (Windows) or Option+Y (Apple) to raise or lower your hand. The host will be notified that you've raised your hand. The Mute/Unmute function will be controlled by the meeting moderator.

To rise your hand for telephone dial-in participants, press *9. The Supervisor will call on you by the last three digits of your phone number to invite any comment, at which time you will be unmuted by the meeting moderator.

Can I Use Bluetooth Headset? Yes, as long as the Bluetooth device is compatible with the computer or mobile device that you are using.

Do I have to have a webcam to join on Zoom? While you are not required to have a webcam to join a Zoom Meeting, you will not be able to transmit video of yourself. You will continue to be able to listen and speak during public comment, and view the webcam video of other participants.

Leaving the Meeting: Click the "Leave Meeting" link at the bottom of the screen at any time to leave the meeting.



BOARD OF TRUSTEES

Regular Electronic Meeting. Instructions for access will be posted and available on website (uniontownshipmi.com) home page

May 27, 2020

7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
 - A. 2019 Audit Presentation
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. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. Monthly Report (Under separate cover)
 - C. Planning Commission and ZBA updates by Community and Economic Development Director
 - D. Board Member Reports
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – May 12, 2020 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
10. NEW BUSINESS
 - A. Discussion/Action: (Smith) Approval of the Proposals from Goudreau & Associates and Central Michigan Surveying & Development
 - B. Discussion regarding special assessment cost sharing policy
 - C. Discussion/Action: (Stuhldreher) Consider request to waive late fees on water/sewer account owned by Walnut Court LLC

- D. Discussion: (Stuhldreher) Policy Governance 2.3 Compensation and Benefits
- E. Discussion: (Board of Trustees) Board of Trustees Annual review of Policy Governance 3.10 Cost of Governance

- 11. 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)
- 12. MANAGER COMMENTS
- 13. FINAL BOARD MEMBER COMMENT
- 14. CLOSED SESSION
- 15. ADJOURNMENT



Charter Township of Union Audit Results December 31, 2019

Presented by

Ali N. Barnes, CPA

(989) 463-6108

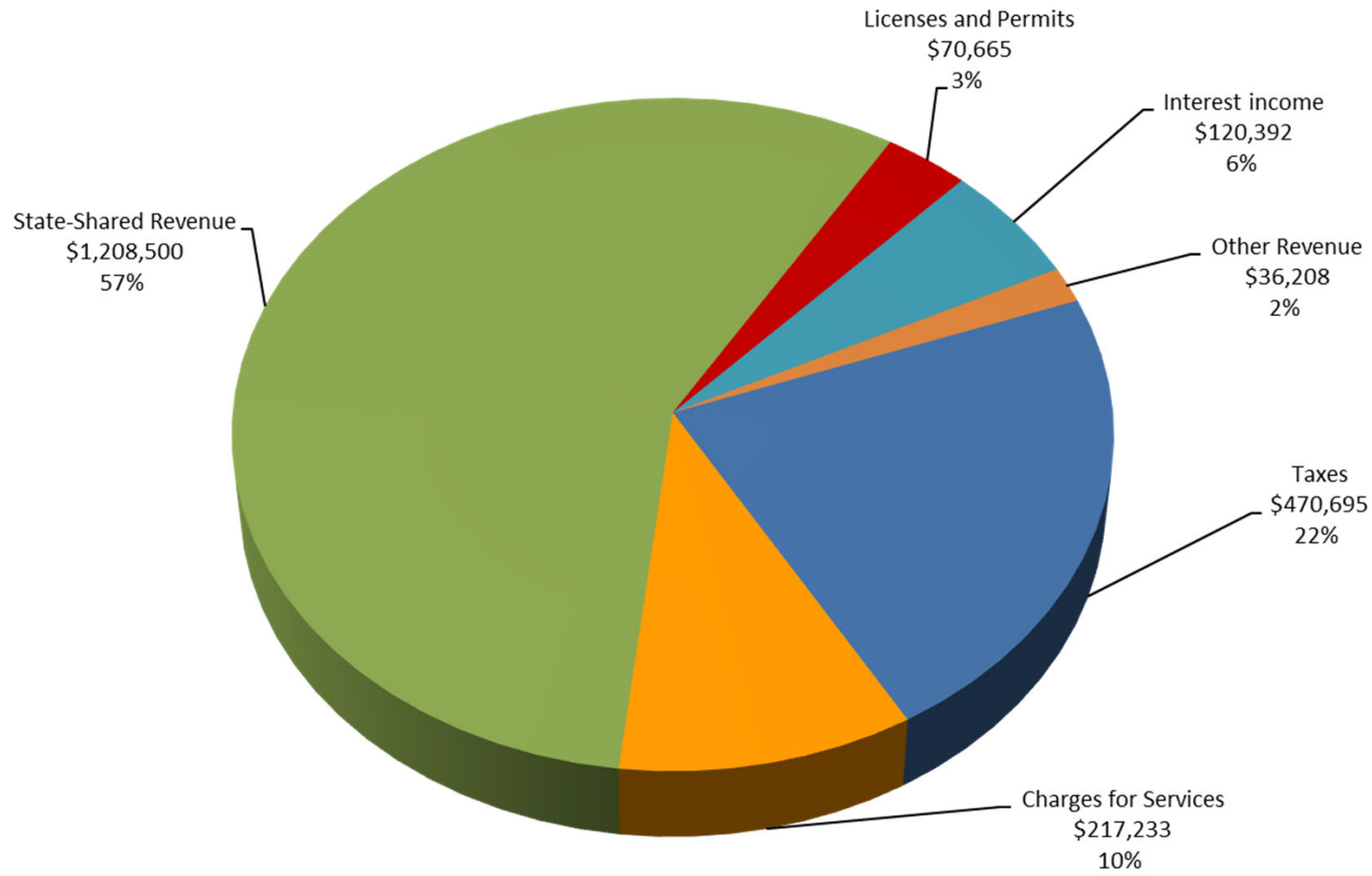
alibar@yeoandyeo.com



Charter Township of Union



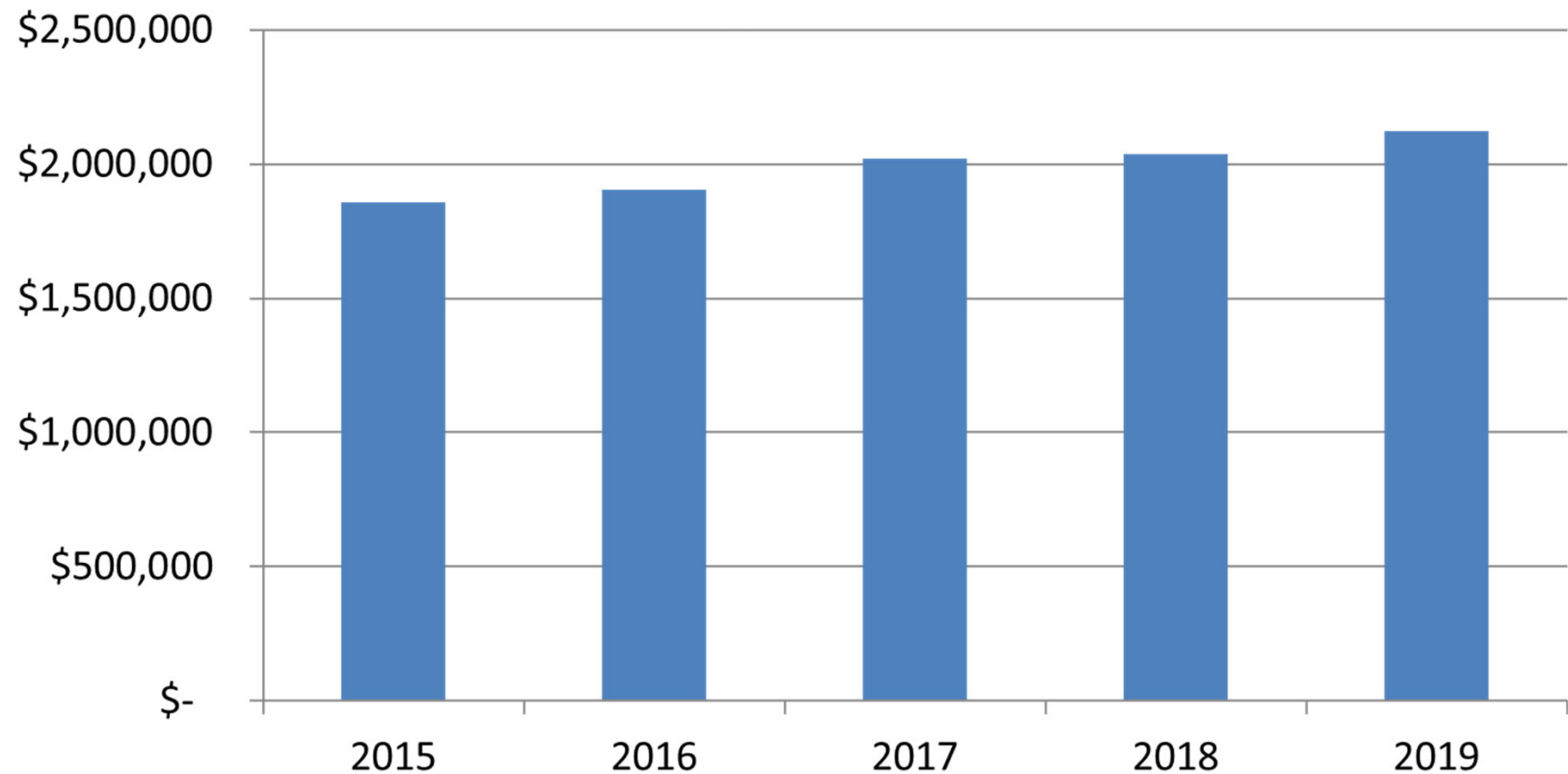
General Fund Revenue - \$2,123,693 December 31, 2019



Charter Township of Union



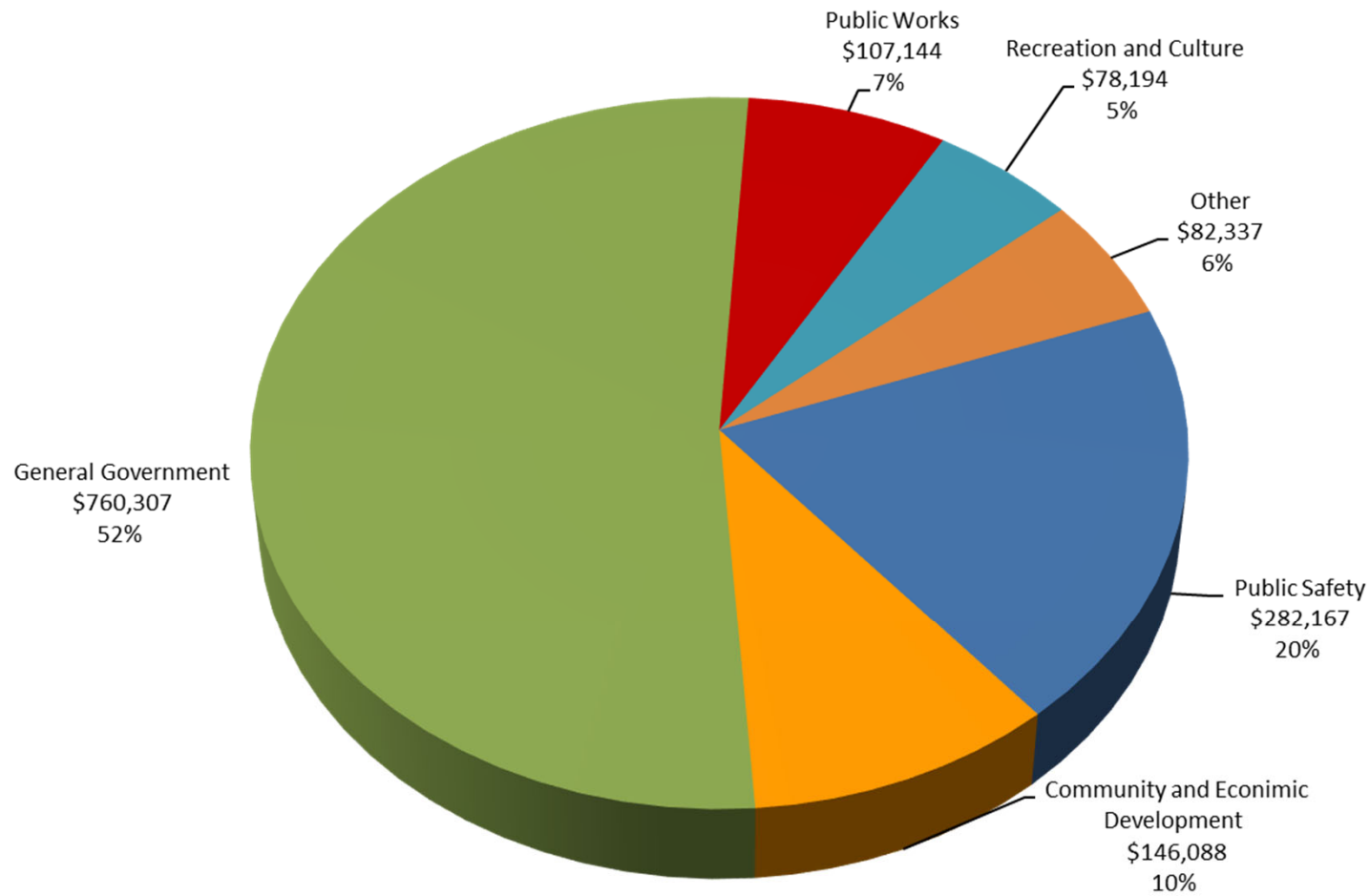
General Fund Revenues



Charter Township of Union



General Fund Expenditures - \$1,456,237 December 31, 2019

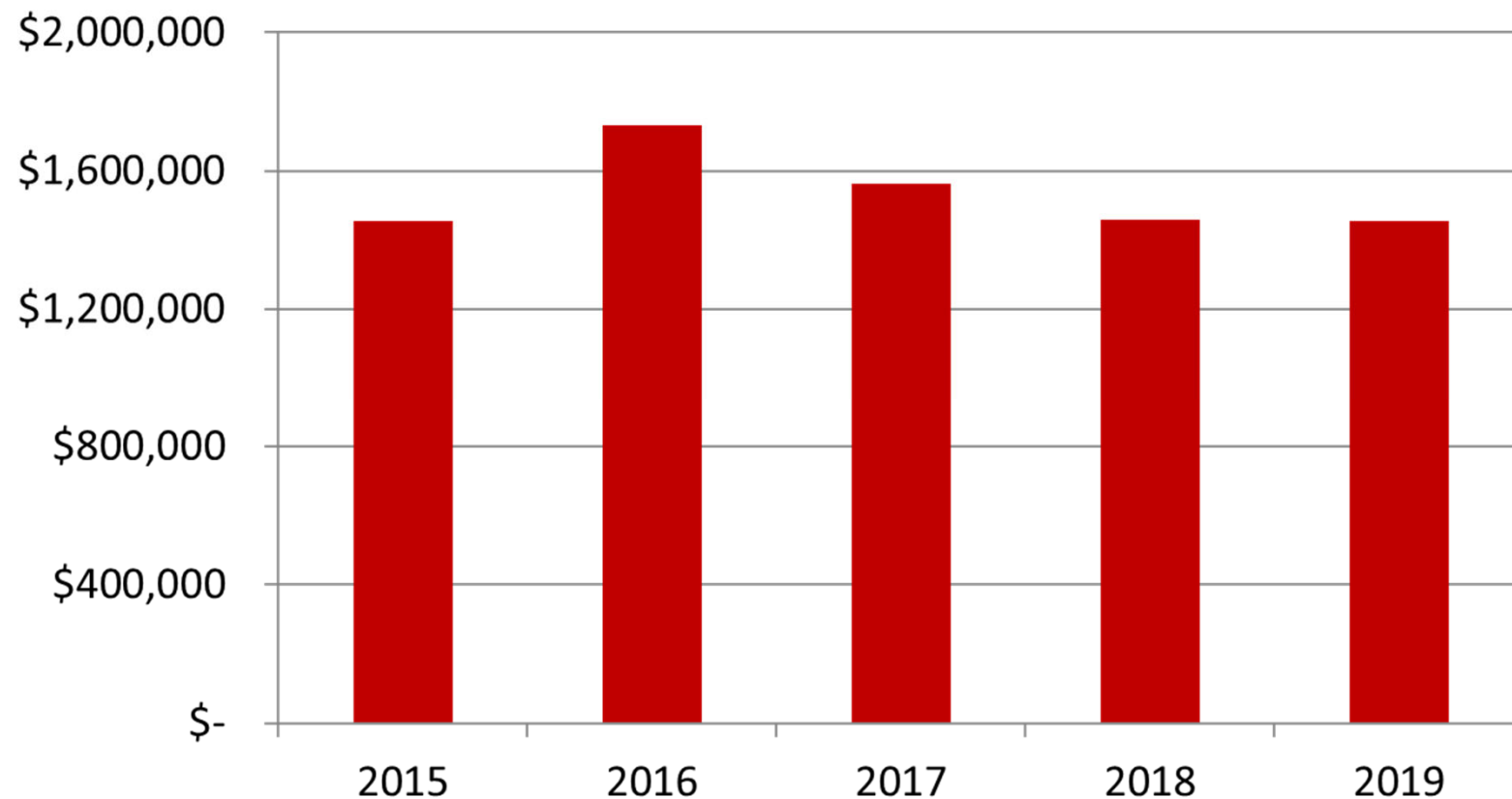


Charter Township of Union



General Fund Expenditures

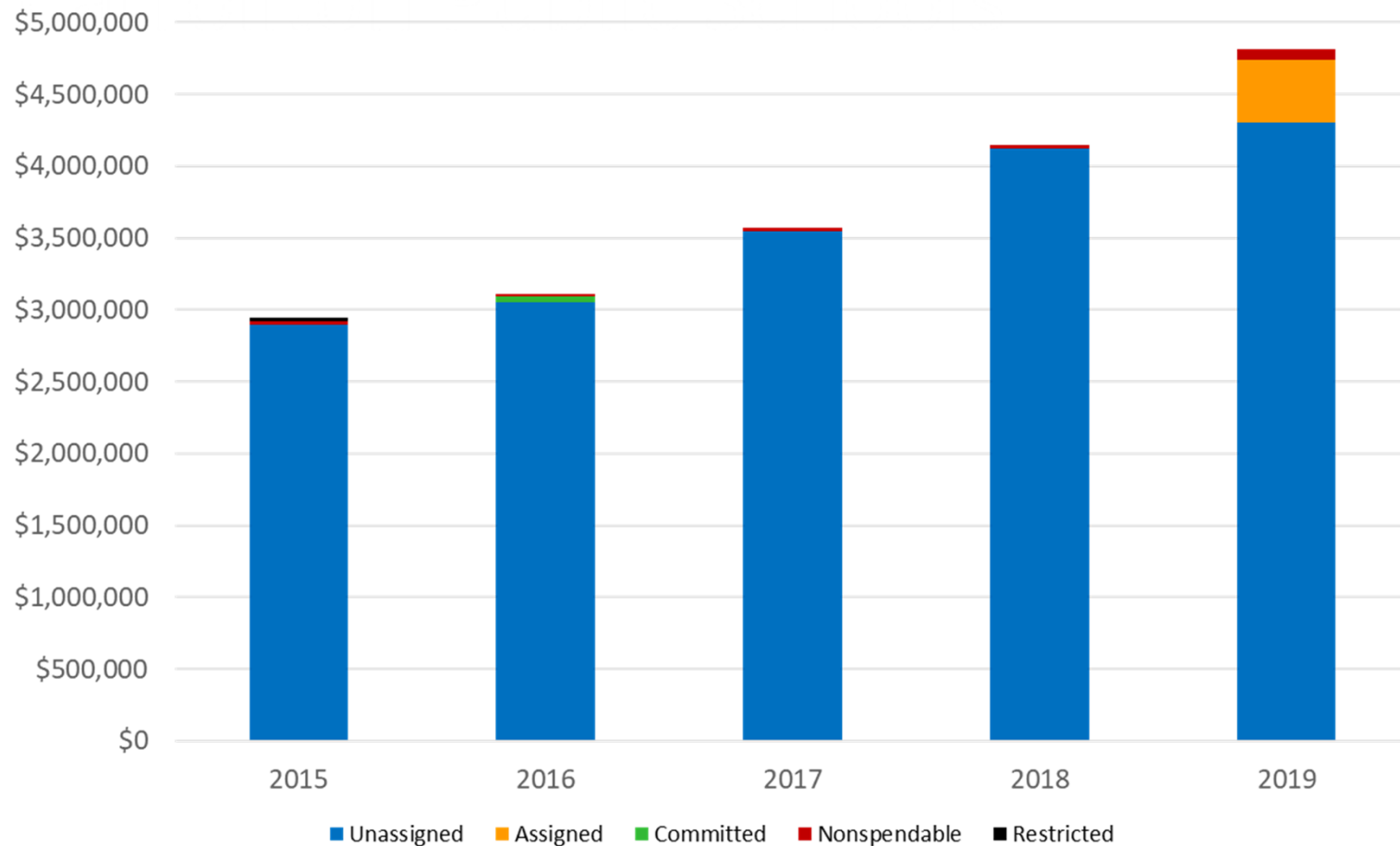
(excludes transfers)



Charter Township of Union



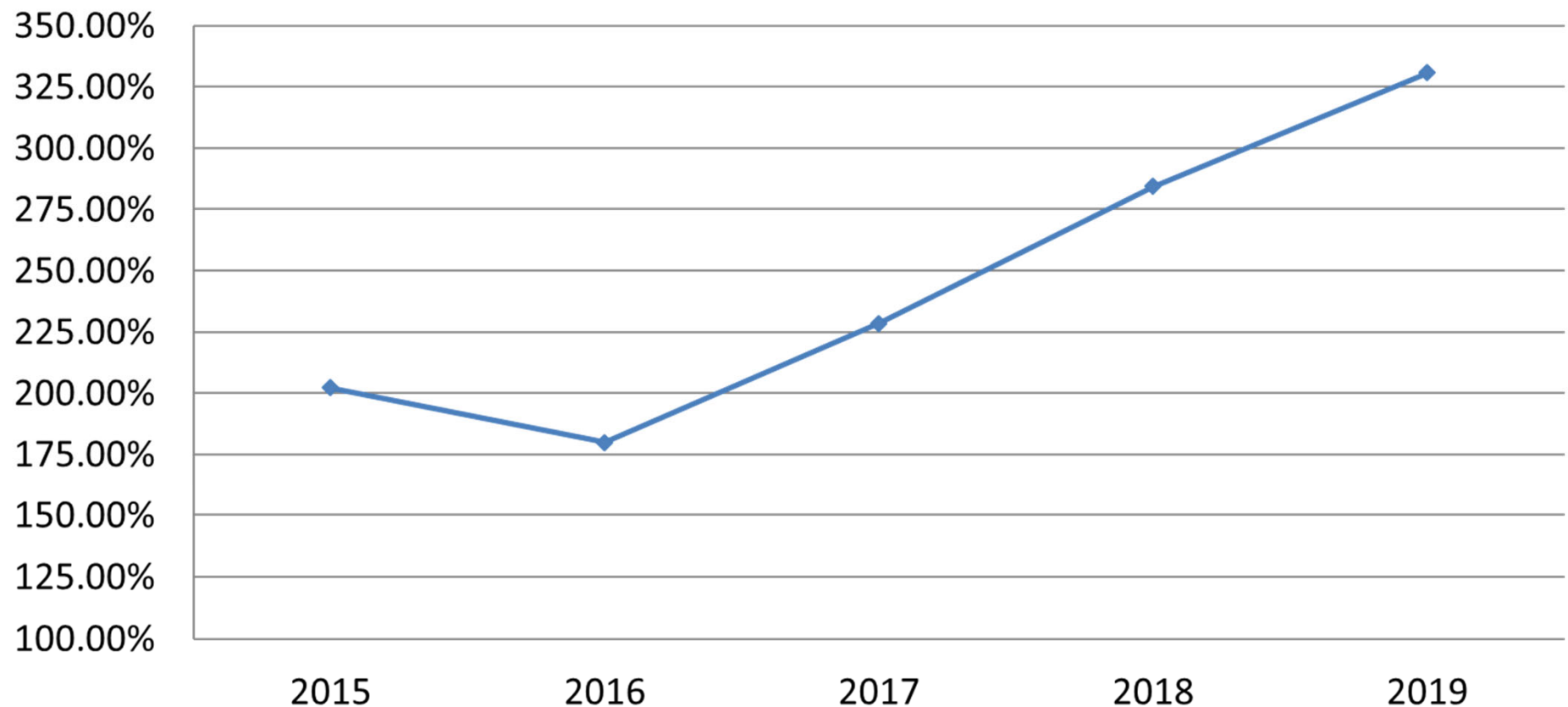
General Fund – Fund Balance



Charter Township of Union



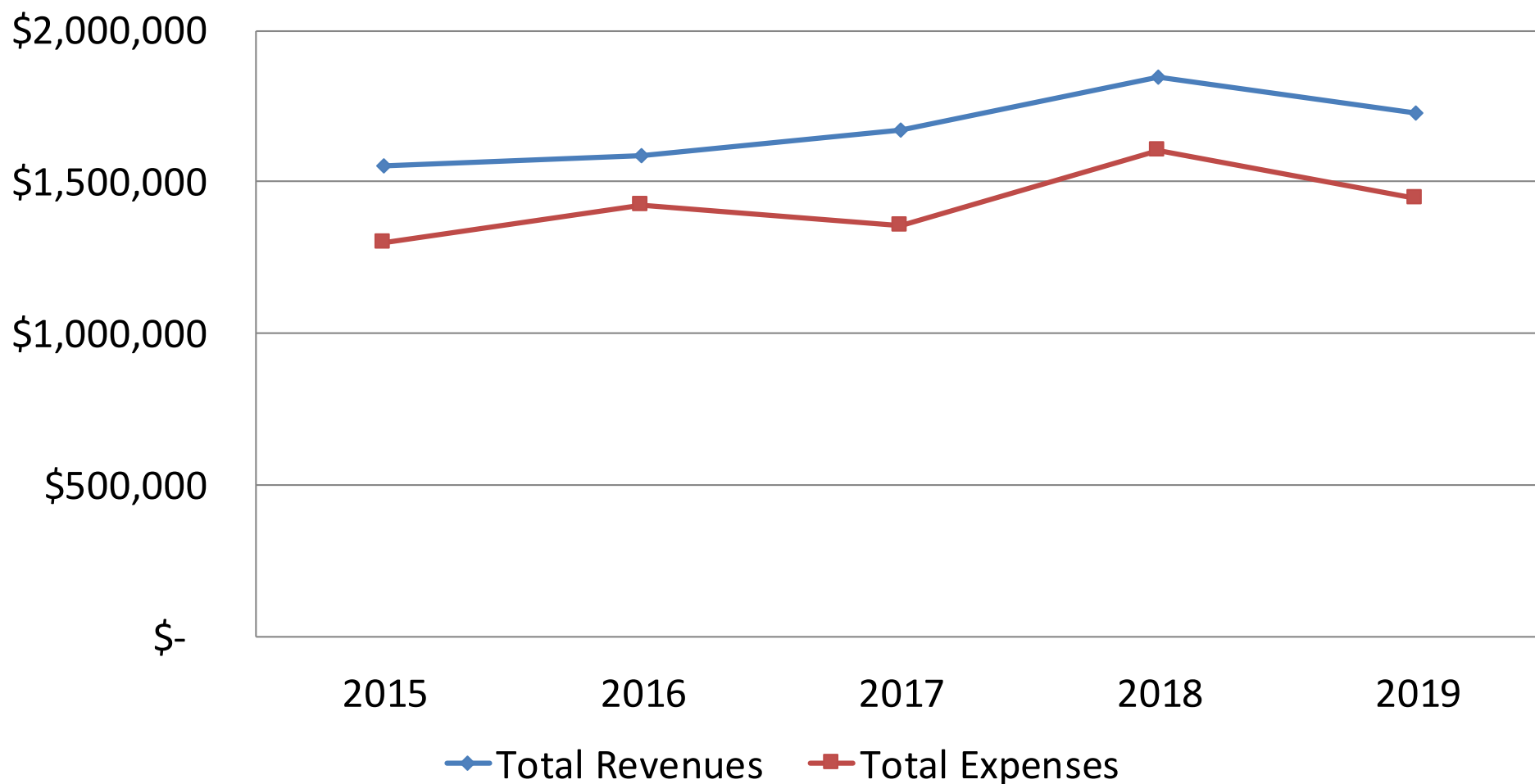
General Fund – Fund Balance as % of Expenditures



Charter Township of Union



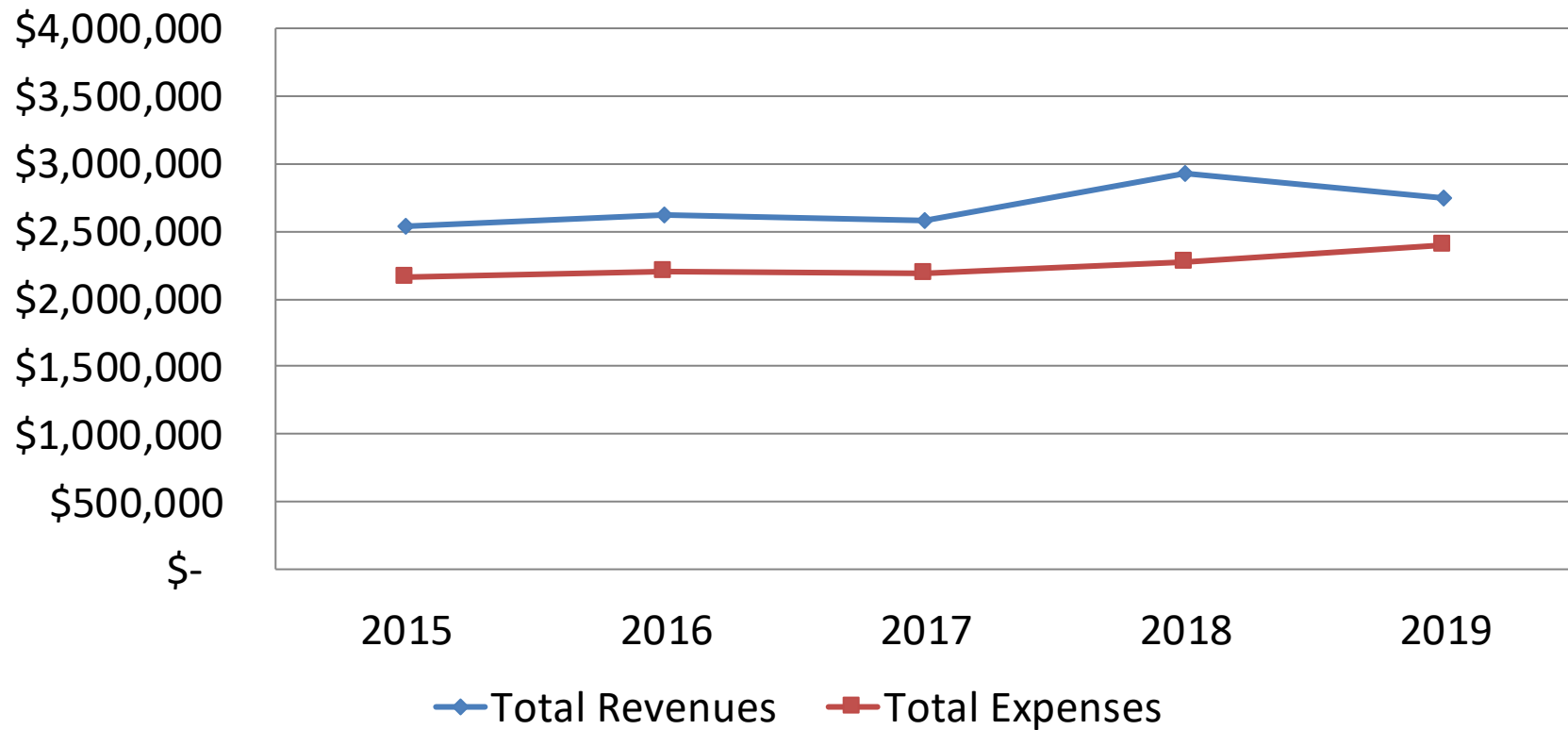
Water Fund



Charter Township of Union



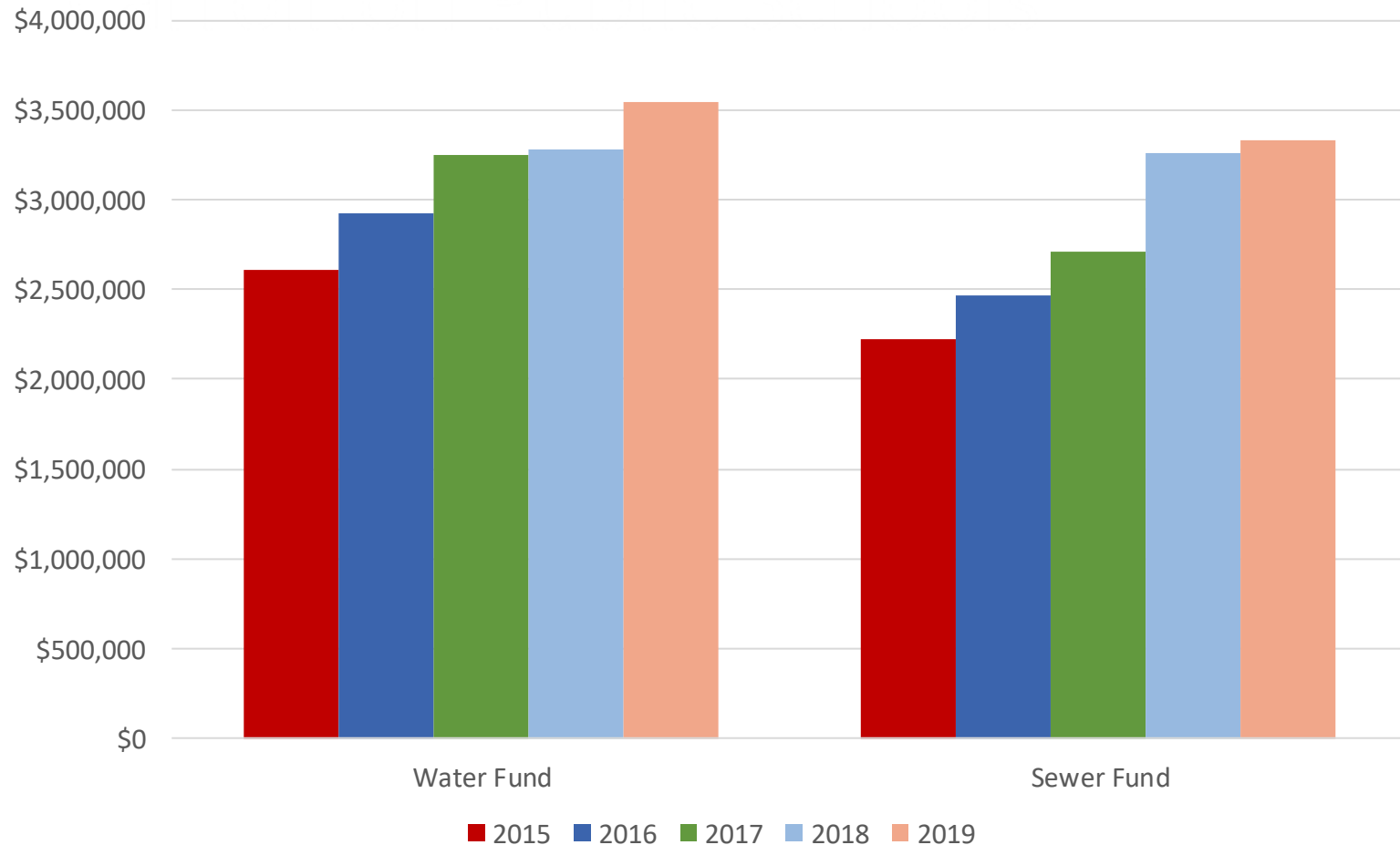
Sewer Fund



Charter Township of Union



Water and Sewer Funds – Working Capital



Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Lisa	Cody	11/20/2020
2-Chair	Phil	Squattrito	2/15/2023
3-Vice Chair	Denise	Webster	2/15/2020
4-Secretary	Alex	Fuller	2/15/2023
5-Vice Secretary	Mike	Darin	2/15/2022
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2022
8	James	Thering Jr.	2/15/2021
9	Doug	LaBelle II	2/15/2022
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1- PC Rep	Ryan	Buckley	2/18/2021
2 - Chair	Andy	Theisen	12/31/2022
3 - Vice Chair	Liz	Presnell	12/31/2022
4 - Secretary	Taylor	Sheahan-Stahl	12/31/2021
5 - Vice Secretary	Judy	Lannen	12/31/2022
Alt. #1	Brandon	LaBelle	12/31/2022
Alt. #2	Jim	Engler	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2020
2	James	Thering	12/31/2020
3	Bryan	Neyer	12/31/2020
Alt #1	Randy	Golden	1/25/2021
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Don	Long	12/31/2020
2	Mike	Lyon	12/31/2020
3	vacant seat		12/31/2018
4-BOT Representative	vacant seat		11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2021
2	Richard	Jakubiec	12/31/2021
3	Andy	Theisen	12/31/2021
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2020
2	John	Dinse	12/31/2021
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2023
2	Lynn	Laskowsky	12/31/2021



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Ben	Gunning	11/20/2020
2	Thomas	Kequom	4/14/2023
3	James	Zalud	4/14/2023
4	Richard	Barz	2/13/2021
5	Robert	Bacon	1/13/2023
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2023
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2022
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 - BOT Representative	Kimberly	Rice	11/20/2020
2 - PC Representative	Denise	Webster	8/15/2020
3-Township Resident	Sherrie	Teall	8/15/2021
4 - Township Resident	Jeremy	MacDonald	10/17/2020
5 - Member at large	Connie	Bills	8/15/2021

2020 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular - Electronic Meeting Minutes

A regular-electronic meeting of the Charter Township of Union Board of Trustees was held on May 12, 2020 at 7:00 p.m. as a virtual meeting through the Zoom meeting platform.

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

Roll Call

Present: Supervisor Gunning, Treasurer Rice, Clerk Cody, Trustee B. Hauck, Trustee Lannen, Trustee Mielke, and Trustee Woerle

Approval of Agenda

Cody moved Mielke supported to approve the Agenda as presented. Roll Call Vote: Ayes: Gunning, Rice, Cody Hauck, Lannen, Mielke, and Woerle Nays: 0. Motion carried.

Presentations

Public Hearings

Public Comment

Open: 7:04 p.m.

Gordon Bloem, 108 S. University Ave #1 (Representing James and Jeremy Zalud) - Commented on Extraction Ordinance

Joe Quandt, 412 S. Union St. Traverse City - Commented on Extraction Ordinance

Closed 7:08 p.m.

Reports/Board Comments

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

Gunning nominated Hauck supported to appoint Jeff Sweet to the Planning Commission. Roll Call Vote: Ayes: Gunning, Cody, and Hauck Nays: Rice, Lannen, Mielke, and Woerle. Motion failed.

B. Board Member Reports

Cody – City of Mt. Pleasant updates

Consent Agenda

- A. Communications
- B. Minutes – April 22, 2020 – Regular Meeting
- C. Minutes – April 30, 2020 – Special Meeting
- D. Accounts Payable
- E. Payroll
- F. Meeting Pay
- G. Fire Reports

Cody moved Mielke supported to approve the consent agenda as presented. Roll Call Vote: Ayes: Gunning, Rice, Cody, Hauck, Lannen, Mielke, and Woerle Nays: 0. Motion Carried.

BOARD AGENDA

- A. Discussion/Action: (Smith) The Township Board of Trustees is requested to approve the bid from Sinclair Recreation, LLC for the installation of the Oak Creek playground structure at Jameson Park**

Woerle moved Cody to approve the bid from Sinclair Recreation, LLC for the installation of the Oak Creek playground structure at Jameson Park in the amount of \$20,066.44.

Roll Call Vote: Ayes: Gunning, Rice, Cody, Hauck, Lannen, Mielke, and Woerle. Nays: 0. Motion Carried.

- B. Discussion/Action: (Nanney) Final consideration and adoption of the proposed Extraction Ordinance**

Lannen moved Woerle supported that the Union Township Board of Trustees to adopt the proposed Extraction Ordinance. **Roll Call Vote: Ayes: Gunning, Rice, Cody, Hauck, Lannen, Mielke, and Woerle. Nays: 0. Motion Carried.**

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 7:58 p.m.

No comments were offered.

Closed 7:58 p.m.

MANAGER COMMENTS

- Mentioned to the Board that the Assessor job posting went up a week ago, both a w-2 and/or contractual contract with a May 29, 2020 deadline.

FINAL BOARD MEMBER COMMENTS

Gunning – Mentioned that all correspondence to Board members should be mailed to Township Hall or to township email.

Cody – Asked the Board to consider a one-time recycling pick up for Union Township and direct Township Staff to explore this possibility, Board members are in favor of this recommendation. Mentioned that she's disappointed that the Planning Commission seat has not been filled.

Hauck – Shared that the Isabella County Fair has been cancelled this year due to Covid-19, please find ways to continue supporting local 4-H kids.

Mielke – Asked that Township Staff add discussion of the policy regarding neighborhood road assessments to the next Agenda. Commented on involvement by all participants during discussions of the Extraction Ordinance.

ADJOURNMENT

Hauck moved Rice supported to adjourn the meeting at 8:15p.m. **Vote: Ayes:7 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

DRAFT

05/21/2020 01:36 PM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 05/13/2020 - 05/27/2020

Page: 1/2

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
05/21/2020	101	347 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	5228 S ISABELLA	15,435.57
					2270 NORTHWAY	29.53
					2055 ENTERPRISE	282.34
					5525 E REMUS	55.84
					5537 E BROADWAY	360.08
					1933 S ISABELLA	477.88
					5144 BUDD	25.36
					5142 BUDD	99.44
					1660 BELMONT	229.44
					900 MULBERRY	67.38
					5240 E BROOMFIELD	909.63
					5076 S MISSION	806.51
					4795 S MISSION	1,792.33
					4797 S MISSION BARN	246.89
					4822 ENCORE	91.82
					4244 E BLUE GRASS	53.03
					3998 E DEERFIELD	79.77
					5369 S CRAWFORD	57.58
					3248 S CONCOURSE	122.03
					1776 E PICKARD	31.53
					2180 S LINCOLN	26.43
					1876 S LINCOLN	14.00
					2188 E PICKARD	73.57
					1876 E PICKARD	173.05
					2495 E DEERFIELD	267.73
					2424 W MAY	368.25
					800 CRAIG HILL	44.75
					4520 E RIVER	506.15
					1633 S LINCOLN	389.76
					5319 E AIRPORT	61.34
					1046 S MISSION	89.81
					1605 SCULLY	35.57
					2279 S MERIDIAN PUMP HOUSE	83.47
					2279 S MERIDIAN	1,163.68
					4511 E RIVER	10,727.09
						<u>35,278.63</u>
05/21/2020	101	348 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
05/21/2020	101	349 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
05/21/2020	101	350 (E)	01186	COYNE PROPANE LLC	TANK LEASE - VALVE STATION	95.00
05/27/2020	101	21935	00059	JOHN BEBOW	CLOTHING ALLOW REIMB-BEBOW	100.00
05/27/2020	101	21936	01240	BRAUN KENDRICK FINKBEINER PLC	GEN LEGAL FEES - APR 2020	8,642.00
05/27/2020	101	21937	01623	CLARK HILL PLC	LEGAL FEES-PUNG PROP-APR 2020	1,026.24
05/27/2020	101	21938	00129	CMS INTERNET, LLC	NEW SURFACE PRO/SETUP-MCBRIDE&SMITH	4,589.80
05/27/2020	101	21939	00155	COYNE OIL CORPORATION	FUEL IN TWP VEHICLES-APR 2020	108.60
05/27/2020	101	21940	01171	DBI BUSINESS INTERIORS	LABELS FOR BLDG DEPT	33.65
					8.5X11 PAPER FOR BLDG DEPT	72.19
						<u>105.84</u>
05/27/2020	101	21941	01579	ESRI	ARCGIS MAINTENANCE/LICENSE	1,538.36
05/27/2020	101	21942	00209	ETNA SUPPLY COMPANY	PARTS FOR FIRE HYDRANT REMOVAL	129.50
05/27/2020	101	21943	01353	EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE	10,897.20

CHECK DATE FROM 05/13/2020 - 05/27/2020

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/27/2020	101	21944	00213	FASTENAL COMPANY	HAND SANITIZER FOR WWTP	140.00
05/27/2020	101	21945	00231	FOUR SEASON'S EXTERMINATING	TWP HALL INSP/TREATMENT-MAY 2020	40.00
05/27/2020	101	21946	00324	ISABELLA CORPORATION	WATER TAP-ISABELLA CO ROAD COMM	4,975.00
05/27/2020	101	21947	01324	KENEWELL GROUP	NO WINDOW ENVELOPES	295.00
05/27/2020	101	21948	00360	KIMBALL MIDWEST	ELEC TRAY	249.00
05/27/2020	101	21949	01300	LINDSAY SOFT WATER	TWP HALL SALT DELIVERY	11.25
05/27/2020	101	21950	00001	M T A	ANNUAL MEMBERSHIP DUES 7/1/20 - 6/30/21	5,990.05
05/27/2020	101	21951	01506	MCKENNA ASSOCIATES	BLDG OFFICIAL & INSP SERV-APR 2020	1,700.00
					ZONING ORDINANCE REVISION-APR 2020	316.00
						<u>2,016.00</u>
05/27/2020	101	21952	00422	MICHIGAN PIPE & VALVE-MT. PLEASANT	VALVE BOX RISERS/TOPS	236.50
05/27/2020	101	21953	00463	MT. PLEASANT HEATING & AIR COND	BOILER REPAIR AT TWP HALL	295.00
05/27/2020	101	21954	00494	NORTH CENTRAL LABORATORIES	DISPOSABLE GLOVES	277.65
05/27/2020	101	21955	00397	PAT MCGUIRK EXCAVATING INC	TOP SOIL FOR CLEAN UPS	525.00
05/27/2020	101	21956	00131	PERCEPTIVE CONTROLS, INC	KEPWARE/IGNITION&FILTER SCREENS SERVICES	1,134.00
					INSTALL KEPWARE/IGNITION CHANNEL CHANGES	126.00
					LIFT STATION 14 ENGINEERING & PROGRAMMIN	8,127.00
						<u>9,387.00</u>
05/27/2020	101	21957	01595	ROMANOW BUILDING SERVICES	JANITORIAL SERV @ TWP HALL-APR 2020	511.58
05/27/2020	101	21958	00637	SWEENEY SEED CO.	HYDRO SEEDER SUPPLIES	183.50
05/27/2020	101	21959	00732	YEO & YEO, PC	AUDIT SERVICES THROUGH 4/30/20	14,900.00
						<u><u>14,900.00</u></u>
101 TOTALS:						
Total of 29 Checks:						102,543.70
Less 2 Void Checks:						0.00
Total of 27 Disbursements:						<u><u>102,543.70</u></u>

Charter Township of Union Payroll
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CHECK DATE: May 14, 2020

PPE: May 9, 2020

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$ 30,645.19
Fire Fund	-
EDDA	-
WDDA	-
Sewer Fund	31,166.67
Water Fund	22,527.35
Total To Transfer from Pooled Savings	\$ 84,339.21

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$ 56,210.21
Employer Share Med	759.84
Employer Share SS	3,248.92
SUI	25.25
Pension-Employer Portion	4,568.65
Workers' Comp	809.05
Life/LTD	556.40
Dental	1,153.99
Health Care	20,027.07
Vision	327.48
Vision Contribution	(163.74)
Health Care Contribution	(3,183.91)
Cobra/Flex Administration	-
PCORI Fee	-
Total Transfer to Payroll Checking	\$ 84,339.21

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period May 4, 2020 through May 10, 2020


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire	1	16	
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	118	Trash or Rubbish fire, contained	1	2	
	123	Fire in portable building, fixed location			
	130	Mobile Property Fire, Other			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle or heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire	1	13	2
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			
	154	Dumpster Fire			
	155	Outside stationary compactor, compacted ...			
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident					
	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew	1	3	2
	321	EMS Call excluding Veh. Accident	1	2	2
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)					
	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			

	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			
	422	Chemical Spill or Leak			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			1
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down	1	2	
	445	Arcing, shorted electrical equipment	1	2	
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down	1	2	1
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			1
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction	1	2	
	734	Heat Detector Activation - Malfunction			

	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional	1	2	
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional	1	2	1
	746	Carbon Monoxide Activation, NO CO			1
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm,Tornado/Hurricane Assessment			
	814	Lightning Strike (No Fire)			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued			
		Total Response for Union Twp/City	11		11
		YTD Response for Union Twp/City	96		159

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency



Current Action X Emergency _____

Finance Approval _____

In February of 2018, the Economic Development Authority Board (EDA) approved a 2018/2019 Project List for both the East and West DDA districts. As part of this list the EDA Board approved \$50,000.00 to make improvements at Jameson Park. At a subsequent meeting the EDA Board expressed their desire to have a professional firm prepare a Planning and Design Master Plan for Jameson Park. The Master Plan was completed to help guide the EDA and Township Board in making decisions on appropriate improvements, timing, and provide cost estimates for these improvements.

The plan identified an extensive list of code related, interior, and exterior site improvements for the park. Based upon this list the FY2020 Township Parks and EDA Budgets include funding for the completion of several of the improvements identified.

2020/2021 - Jameson Park Improvements
FY2020 General Fund Budget – Improvement List

1 / Page

Flooring & Base	15,244.00
Paint - Walls & Door Frames	4,892.40
Ceiling Tiles (with high acoustical value)	4,377.78
Replace South Window	500.00
Lighting	8,000.00
Kitchen Cabinets & Counters	2,400.00
Infill Existing Pass-Through	170.00
New Windows on North Elevation	6,000.00
Sign - "Warming Kitchen Only"	75.00
New Fiber	13,364.00
AV Equipment	5,000.00
TOTAL INTERIOR RELATED IMPROVEMENTS	60,023.18
Improvements	82,323.18
15% Contingency	12,348.48
Design, bidding, construction observation	9,467.16
TOTAL PROJECT COST	104,138.82

2020/2021 - Jameson Park Improvements
FY2020 EDA Budget – Improvement List

CODE RELATED IMPROVEMENTS	
Improvement:	Estimated Budget:
Under-Sink Insulation in Toilet Facilities	116.00
Replace Non-GFCI Outlets	248.00
Replace Exit Signs & Emergency Lighting	1,200.00
Roof/Wall Caps for Exhaust Fans	1,200.00
Toilet Room Pipe Upgrades	5,950.00
TOTAL CODE RELATED IMPROVEMENTS	8,714.00
EXTERIOR IMPROVEMENTS	
Improvement:	Estimated Budget:
Right-of-way Signage (Isabella Road & Pickard/M20)	TBD
Parking Lot Expansion & Misc. Site Regrading	60,000.00
Parking Lot Bumpers	580.00
Parking Lot Lighting	15,000.00
TOTAL EXTERIOR RELATED IMPROVEMENTS	75,580.00
Improvements	84,294.00
15% Contingency	12,644.10
Design, bidding, construction observation	10,061.90
TOTAL PROJECT COST	107,000.00

In March of 2020 the Township applied for two-percent funding for several of the other improvements identified but not funded in the FY2020 Budget. These improvements will be completed if the Township is awarded two-percent funding from the Saginaw Chippewa Indian Tribe.

The improvements have been included in the design phase of the project in anticipation of future funding and completion.

Below is a list of these proposed improvements.

2020/2021 - Jameson Park Improvements
Proposed 2% Funding Improvement List

EXTERIOR IMPROVEMENTS	
Improvement:	Estimated Budget:
Stone Base on Exterior of Hall	28,600.00
Fencing (aluminum fence, fence columns, vinyl screen, retainage pond, replace cattle gate)	39,500.00
Landscaping	12,000.00
New Park Sign	32,790.00
Awning over south door	1,000.00
Infill exterior door to create interior storage	8,000.00
Dumpster Enclosure	16,000.00
Re-Roof Dugouts	5,000.00
New Bollards at Curve on Bud Street	5,500.00
TOTAL EXTERIOR RELATED IMPROVEMENTS	148,390.00
Improvements	148,390.00
15% Construction Contingency	22,258.50
Design, bidding, construction observation	17,064.85
TOTAL PROJECT COST	187,713.35

SCOPE OF SERVICES

Construction Documents for competitive bid proposals will be generated in two phases as outlined below for the following Scope of Work:

Phase 1 – Exterior Improvements

(Approximate construction timeline Fall 2020)

Architectural Improvements:

- Stone Base on Exterior of Hall
- Replace South Door and Barrier Free Entrance Improvements
- Fencing (aluminum fence, vinyl screen, retainage pond, replace cattle gate)
- New Park Sign
- Awning over South Door

- Infill Exterior Door to create Interior Storage
- Re-roof Dugouts

Site Improvements (see attached proposal from CMS&D)

- Southerly Parking Lot Detention
- Dumpster Enclosure
- Miscellaneous Site Grading
- Around building to drain away
- Barrier Free Improvements at south door
- Other miscellaneous
- Parking Space Bumpers
- Parking Lot Lighting (will be coordinated with electrical engineer)
- Right-of-way Signage (Isabella Road and Pickard/M-20)
- Sidewalks along Bud Street
- Landscaping
- New Bollards at Bud Street Curve
- Coordination of park sign and fencing

Phase 2 – Interior Improvements and Code Related Improvements

(Approximate construction timeline November 15, 2020 – January 30, 2021)

Architectural Improvements:

- Flooring and Base
- Paint Walls and Door Frames
- Ceiling Tiles (high acoustical value)
- Replace South Window
- Transition at Kitchen Entry
- Kitchen Cabinets and Counters
- Infill Existing Pass-Through
- New Windows on North Elevation
- Sign - “Warming Kitchen Only”

Mechanical & Electrical Improvements (see attached proposal):

- Lighting
- New Service Sink
- New Water Cooler and Bottle Filler
- Dedicated Hand Wash Sink in Kitchen
- Plumbing in new Kitchen Cabinets/Counters
- Under-Sink Insulation in Toilet Facilities
- Replace Non-GFCI Outlets
- Replace Exit Sign and Emergency Lighting
- Roof/Wall Caps for Exhaust Fans
- Toilet Room Pipe Upgrades

- AV Equipment
- New Fiber coordination (Owner provided)

CMS & D Surveying/Engineering – Professional Surveying, Engineering and Design Services
Snyder & Staley Soil Boring Evaluation & Report (if required)

JUSTIFICATION

Jameson Park supports year-round opportunities for residents in our community to be physically active and reinvigorate themselves both mentally and physically. As the only park located on the east side of our community the park is an ideal place for residents in the area to enjoy the facilities. The hall, pavilion, and park green area provide space for families and friends to gather and celebrate milestones and special events. Jameson Park enhances wellness in our area youth by providing safe and well-maintained facilities for organized physical activities like softball and little league.

The proposed improvements to Jameson Park will improve the overall safety in the park, provide additional recreational opportunities, and enhance the overall appearance and functionality of the park. Specific improvements to Jameson Hall modernize the facility, and improve the usefulness and safety of the hall as a polling location and meeting space.

PROJECT IMPROVEMENTS

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

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

COSTS

SERVICES	
Pre-Design & Scope Definition Services	\$1,128.00
Field Verification	\$752.00
MBC Code Research: Building and Fire Safety Code	\$1,380.00
Construction Documents (Phase 1 & 2)	\$9,090.00
Bidding (Phase 1 & 2)	\$4,264.00
Construction Administration – Office & Field (Phase 1 & 2)	\$5,768.00
Mechanical, Electrical & Plumbing Engineering (Phase 1 & 2)	\$12,500.00
Central Michigan Surveying & Development (CMS&D) Contract	\$15,350.00
Snyder & Staley Soil Boring Services (lump sum allowance estimate)	\$2,800.00
Total	\$53,032.00

PROJECT FUNDING

Funds are included in the FY2020 EDA and General Fund Budgets for this project as follows:

FUND	AMOUNT
EDA	\$107,000.00
General Fund	\$70,000.00
2% Residual Fund	\$34,000.00
TOTAL FY2020 FUNDING	\$211,000.00
Spring 2020 2% Request - <i>pending</i>	\$187,713.00
TOTAL PROJECT	\$398,713.00

A budget amendment in the amount of \$16,500 will be required related to the site design and site work component of the project.

PROJECT TIME TABLE

Design & Bidding Services	Summer/ Early Fall - 2020
Construction	Fall 2020 (to begin after November 2020 election) – Spring/Summer 2021

RESOLUTION

Approve the Proposal from Goudreau & Associates and Central Michigan Survey & Development in the amount of \$53,032.00 for the completion of construction documents and bidding services for the Jameson Park Master Plan improvements and authorize the Township Manager to sign the agreements.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

March 18, 2020 (Revised May 20, 2020)

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

Re: Construction Document and Bidding Proposal For:
Jameson Park - Master Plan Upgrades

Dear Kim,

This letter of proposal for Construction Documents and Bidding services is in follow-up to the previously completed Planning and Design Services phase, and our recent meeting at Jameson Park located at 5142 Budd Street, Mount Pleasant, MI on February 11th, 2020. In response to our meeting we are proposing to assist you in developing Construction Documents and securing Bid Proposals for the work.

General Project Definition:

Based on our previously completed Planning and Design Services phase, the following are the interior and exterior upgrades that Union Township would like to complete.

Scope of Work:

Construction Documents for competitive bid proposals will be generated in two phases as outlined below for the following Scope of Work:

Phase 1 – Exterior Improvements

(Approximate construction timeline Fall 2020)

Architectural Improvements:

- Stone Base on Exterior of Hall
- Replace South Door and Barrier Free Entrance Improvements
- Fencing (aluminum fence, vinyl screen, retainage pond, replace cattle gate)
- New Park Sign
- Awning over South Door
- Infill Exterior Door to create Interior Storage
- Re-roof Dugouts

Site Improvements (see attached proposal from CMS&D):

- Southerly Parking Lot Detention
- Dumpster Enclosure
- Miscellaneous Site Grading
 - Around building to drain away
 - Barrier Free Improvements at south door
 - Other miscellaneous
- Parking Space Bumpers

- Parking Lot Lighting (will be coordinated with electrical engineer)
- Right-of-way Signage (Isabella Road and Pickard/M-20)
- Sidewalks along Bud Street
- Landscaping
- New Bollards at Bud Street Curve
- Coordination of park sign and fencing

Phase 2 – Interior Improvements and Code Related Improvements

(Approximate construction timeline November 15, 2020 – January 30, 2021)

Architectural Improvements:

- Flooring and Base
- Paint Walls and Door Frames
- Ceiling Tiles (high acoustical value)
- Replace South Window
- Transition at Kitchen Entry
- Kitchen Cabinets and Counters
- Infill Existing Pass-Through
- New Windows on North Elevation
- Sign - “Warming Kitchen Only”

Mechanical & Electrical Improvements (see attached proposal):

- Lighting
- New Service Sink
- New Water Cooler and Bottle Filler
- Dedicated Hand Wash Sink in Kitchen
- Plumbing in new Kitchen Cabinets/Counters
- Under-Sink Insulation in Toilet Facilities
- Replace Non-GFCI Outlets
- Replace Exit Sign and Emergency Lighting
- Roof/Wall Caps for Exhaust Fans
- Toilet Room Pipe Upgrades
- AV Equipment
- New Fiber coordination (Owner provided)

Basic Services:

We are proposing an hourly engagement per the attached 2020 Billing Rates Schedule. Not to exceed **\$33,754.00** without your prior authorization to perform the following:

1.) Pre-Design & Scope Definition Services

Senior Project Manager (\$94/HR)	12 HR	<u>\$1,128.00</u>
		<u>\$1,128.00</u>

2.) Field Verification

Senior Project Manager (\$94/HR)	4 HR	\$376.00
Interiors Project Manager (\$94/HR)	4 HR	<u>\$376.00</u>
		<u>\$752.00</u>

3.) MBC Code Research: Building and Fire Safety Code

Principal Architect (\$157/HR)	4 HR	\$628.00
Senior Project Manager (\$94/HR)	8 HR	<u>\$752.00</u>
		\$1,380.00

4.) Construction Documents (Phase 1 & 2)

Principal Architect (\$157/HR)	10 HR	\$1,570.00
Senior Project Manager (\$94/HR)	40 HR	\$3,760.00
Interiors Project Manager (\$94/HR)	40 HR	<u>\$3,760.00</u>
		\$9,090.00

5.) Bidding (Phase 1 & 2)

Principal Architect (\$157/HR)	8 HR	\$1,256.00
Senior Project Manager (\$94/HR)	16 HR	\$1,504.00
Interiors Project Manager (\$94/HR)	16 HR	<u>\$1,504.00</u>
		\$4,264.00

6.) Construction Administration - Office & Field (Phase 1 & 2)

Principal Architect (\$157/HR)	8 HR	\$1,256.00
Senior Project Manager (\$94/HR)	24 HR	\$2,256.00
Interiors Project Manager (\$94/HR)	24 HR	<u>\$2,256.00</u>
		\$5,768.00

7.) Mechanical, Electrical & Plumbing Engineering (Phase 1 & 2)

Lump Sum for CD, Bidding & CA Services		\$12,500.00
		\$12,500.00

Total Basic Services Fee: \$34,882.00

Additional Services - Consulting Engineers (Phase 1 only):

Please reference the attached proposals from Central Michigan Surveying & Development (CMS&D) for site surveying, engineering and design services, and Snyder & Staley for Soil Boring Report. This service will be contracted directly with the Owner and provided in this proposal for reference only.

1.) Central Michigan Surveying & Development (CMS&D)

Site Surveying, Engineering & Design	Lump Sum	\$15,350.00
		\$15,350.00

2.) Soil Boring Evaluation & Report (if required)

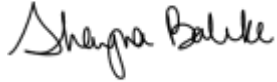
Lump Sum Allowance Estimate		\$2,800.00
		\$2,800.00

Total Additional Services Fees: \$18,150.00

OVERALL COSTS..... \$53,032.00

Thank you for your consideration of Goudreau & Associates, Inc. for professional planning and design services. We are looking forward to working with Union Township on this very important community Project. If you have any questions regarding our proposal or need additional information or clarification, please feel free to contact our office.

Sincerely,



Shayna Bahlke, Architectural Project Manager

Union Township has received this proposal and herein authorizes Goudreau & Associates, Inc. to proceed.

By: _____ Date: _____
Title: Mark Stuhldreher, Township Manager

Attachments:

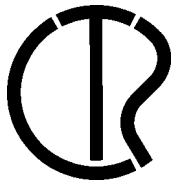
- *Goudreau & Associates, Inc. Hourly Billing Rates Schedule – 2020*
- *Clark Trombley Randers – Engineering Services Proposal dated March 16, 2020.*
- *Central Michigan Surveying & Development's Proposal revised date April 20, 2020.*

GOUDREAU & ASSOCIATES, INC.

HOURLY BILLING RATES SCHEDULE – 2020

<u>PROFESSIONAL & STAFF</u>	<u>BILLING RATE</u>
ARCHITECT- PRINCIPAL PROJECT LEADER	\$157.00/HR
SENIOR PROJECT MANAGER (A/E)	\$94.00/HR
INTERIORS PROJECT MANAGER	\$94.00/HR

***ALL BILLING RATES ARE REVIEWED AND ADJUSTED ANNUALLY IN
JANUARY AND WILL NOT BE INCREASED BY MORE THAN 5% PER YEAR.***



ENGINEERING SERVICES PROPOSAL

Date: March 16, 2020 Proposal No. P032087

Client: Goudreau & Associates

Attention: Shayna Bahlke

Project Name: Jameson Park

From: Steve Catrell

Per your email on March 3, 2020, please accept this proposal for engineering design services for the aforementioned project. The scope of design services will include the following:

- **Phase 1 – Exterior Improvements**
 - Design new parking lot lighting for the site.
 - Provide lighting for a new park sign or provide power for a lighted sign.
 - Construction for Phase 1 is June 1, 2020 – August 5, 2020.
- **Phase 2 – Interior Improvements**
 - Upgrade interior lighting.
 - Replace exit signs & emergency lighting.
 - Replace non-GFCI type receptacles in the kitchen area.
 - Add a new service sink.
 - Add a new electric water cooler with bottle filler.
 - Add a new dedicated hand wash sink in the kitchen area.
 - Add under-sink pipe insulation to meet ADA requirements in the toilet room building.
 - Add roof or wall caps for exhaust fans in toilet room building.
 - Construction for Phase 2 is November 15, 2020 – January 31, 2021.
- **Construction Documents**
 - Create construction documents that detail the work scope.
 - Two sets of Construction Documents – one for each phase listed above.
 - Three design meetings for progress/review.
 - Provide full book specifications
 - Provide full 90% set of plans and specs for review by Owner and respond to/incorporate comments accordingly.
 - Attend pre-bid meeting with contractors and respond to all appropriate pre-bid Requests for Information (RFI's) and issue pre-bid addendums as needed.



- **Construction Administration**

- Provide full-service Construction Administration support, including responding to RFI's, change orders, pay applications, etc.
- Review submittals for all equipment, finishes, etc.
- Attend construction progress meetings with various representatives as needed.
- Review project completeness prior to Substantial Completion and provide construction punch list.
- Provide final, updated as-built drawings upon project completion.

The following assumptions have been made to determine the above scope of work:

1. Architectural base backgrounds will be provided in Revit.

The fee for this work will be a lump sum of \$12,500 based on our standard Terms and Conditions.

Fees for additional services beyond the basic contract work will be completed on an hourly basis in accordance with the 2020 Fee and Reimbursement Schedule.

Should this proposal meet with your approval, please indicate your acceptance by signing below, or issuing standard contract for our review and signature.

Accepted by:_____

Date:_____



TERMS AND CONDITIONS

Clark Trombley Randers ("the Firm") shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Payments to the Firm shall be made promptly after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payments from the Owner. The Client shall pay the Firm in proportion to amounts received from the Owner which are attributable to the Firm's services rendered. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

If the Client does not receive full payment from the Owner for any cause which is not the fault of the Client or the Consultant, the Client shall pay the Consultant for his accepted invoice statements of service in the same proportion that payments received from the Owner bear to the total payments due to the Client. Under these conditions, past due payments shall not bear interest if the Client does not collect interest from the Owner. The Client shall exert all reasonable and diligent efforts to collect payment from the Owner until the Consultant has been paid in full.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs incurred or suffered by the Consultant, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant and limited to the total fees paid to the Consultant under this Agreement, or \$100,000, whichever is greater.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the Work to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all such causes including, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty is limited to the total fees paid to the Consultant under this Agreement, or \$100,000, whichever is greater.

Information Provided by Others:

The Firm shall indicate to the Client the information needed for rendering of services. The Client shall provide to the Firm such information as is available to the Client and the Client's consultants, suppliers, and contractors, and the Firm shall be entitled to rely upon the accuracy and completeness of the information. The Client recognizes that it is impossible for the Firm to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm and the Firm's sub-consultants harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the Client to the Firm.

Existing Structures:

Evaluation of existing buildings requires that certain assumptions be made regarding existing conditions, many of which are not able to be confirmed by reasonable visual observation, and cannot be verified without substantial cost or demolition. Where the detailed investigation



of such a condition is not authorized, the Firm shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from the assumptions, which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

Drawings, specifications and other documents, including those in electronic form, prepared by the Firm are Instruments of Service for use solely with respect to this Project. The Firm shall be deemed the authors and owners of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, the Firm grants to the Client a nonexclusive license to reproduce the Firm's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Except for the licenses granted above, no other license or right shall be deemed granted or implied under this Agreement.

The Client agrees to waive all claims against the Firm resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Firm. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Firm harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Firm or from any reuse of the drawings and data without the prior written consent of the Firm.

Opinions of Probable Cost:

In providing opinions of probable cost, the Client understands that the Firm has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Firm's qualifications and experience. Accordingly, the Firm cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the project or from any opinion of probable construction cost or evaluation prepared or agreed to by the Owner. Any redesign requested to reduce construction costs will be done on an hourly or negotiated fee basis, including any time spent with contractors evaluating cost reduction suggestions.

Re-design/Value Engineering:

Unless stated scope of work stipulates a "design-to-budget" obligation, any redesign due to construction bids that exceed budgets, regardless of the origin of the budget, will be contracted separately for additional fee. Any modifications to our plans as a result of contractor value engineering will be reviewed and changed at additional fee.

Fast Track Design and Construction:

In consideration of the benefits to the Client of employing the fast track process (in which some of the Firm's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to the Firm, the Client agrees to waive all claims against the Firm for design changes and modifications of portions of the Work already constructed due to the Client's decision to employ the fast track process.

In addition, the Client agrees, to the maximum extent permitted by law, to indemnify and hold the Firm harmless from any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, except for those damages, liabilities and costs resulting from the sole negligence or willful misconduct of the Firm.

The Client further agrees to compensate the Firm for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the project in a fast track manner.

Standard of Care:

Services provided by the Firm under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Firm and by mutual agreement between the parties, the Firm will correct those services not meeting such a standard without additional compensation.



2020 FEE AND REIMBURSEMENT SCHEDULE

PROFESSIONAL AND TECHNICAL STAFF

Principal	\$150.00/hour
Associate	110.00/hour
Project Engineer	85 - 130.00/hour
Design Engineer	80 - 105.00/hour
Senior Designer	85 - 105.00/hour
Designer	65 - 85.00/hour
Clerical/Non-Technical	40.00/hour

REIMBURSABLE EXPENSES

Travel outside of the greater office location area	\$0.575/mile
Other travel related expenses (airfare, hotel, etc.)	Cost
Plan Reproduction and Printing	\$1.50/sheet
Plan Review Fees	Cost
Subcontracted Services	Included in our fee (unless noted)



CMS&D

SURVEYING/ ENGINEERING

2257 EAST BROOMFIELD ROAD, MT. PLEASANT, MI 48858

PHONE: 989-775-0756 EMAIL: info@cms-d.com

February 27, 2020 Revised April 20, 2020

Kimberly Smith, DWP Director
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, Michigan 48858

Re: Proposal for Professional Surveying, Engineering and Design Services for the
 Proposed Renovations and Improvements to Jameson Township Park at
 5142 Budd Street, Union Charter Township, Isabella County, Michigan.

Ms. Smith:

At your request, we proposed to furnish professional surveying and engineering design services in connection with a proposed building renovations and site improvements to the existing Jameson Township Park at 5142 Budd Street Mt. Pleasant, Michigan. Being a part of the Southwest 1/4 of Section 12, T.14 N.- R.04 W., Union Township, Isabella County, Michigan and known as parcel# 14-012-30-0 10-00, containing approximately 5 acres of land. (hereinafter called the "project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the project or special services needed, and also to make available all pertinent existing data. We will require a legal description of the parcel and an updated title policy. The title policy will provide a listing of all easements, encumbrances and restrictions on the property that will need to be taken into account in the site design.

Our basic professional services consist of the following:

BOUNDARY TOPOGRAPHY AND UTILITY SURVEY (FOR DESIGN)

Option A

Based on a copy of the deed and title policy, we will complete a Boundary Survey of the South line only of the 5-acre parcel, as the proposed improvements will only be near the South property line. Line stakes will be set at +/- 100 feet along this line. Property corners will be set at the road right-of-way line and the Southeast property corner. A recordable size survey drawing will be prepared showing that part of the boundary actually staked and any easements affecting the entire parcel. Once the Boundary Survey is completed, we will locate all physical features on the Southwesterly quarter of the overall parcel and within 50 feet of the project construction limits as well as obtaining elevations across the same area sufficient to develop 1-foot contours. This information will be required for the site engineering design. All existing public and private utilities will be located and their easements shown, based on the provided title work.

The lump sum fee for the services listed under Option A is \$ 2,150.00

Option B

Based on a copy of the deed and title policy, we will complete a Boundary Survey of the 5-acre parcel. As the proposed improvements will be near the property lines, line stakes will be set at +/- 100 feet along the perimeter of the site. Property corners will be set at the deflections in the outer boundary and at the road right-of-way line. A recordable size survey drawing will be prepared showing the boundary and any easements affecting the parcel. Once the Boundary Survey is completed, we will locate all physical features on and within 50 feet of the site as well as obtaining elevations across the same area sufficient to develop 1-foot contours. This information will be required for the site engineering design. All existing public and private utilities will be located and their easements shown, based on the provided title work.

The lump sum fee for the services listed under Option B is \$ 3,250.00

Option C

We will locate the Northern right-of-way line of Budd Street as it heads West away from the project site and obtain topography and elevations along this route out to Isabella Road for the development of plan and profile drawing for a proposed storm sewer outlet pipe for the Project.

The lump sum fee for the services listed under Option C is \$ 1,500.00

Option D

We will locate the right-of-way lines of Budd Street heading South away from the project site and obtain limited topography and elevations along this route for the bollard locations along the curve on Budd Street.

The lump sum fee for the services listed under Option A is \$ 950.00

Please Selected either Option A or B for the base site survey and select any other option desired.

Option A ☐ or Option B ☒ Option C ☐ Option D ☒

PROJECT PLANNING AND PRELIMINARY SITE UTILITY PLAN

We will work with you on the preliminary layout of the dumpster enclosure, sidewalks, parking lot lighting, right-of-way and park signage, landscaping, fencing, and new bollards along Budd Street to help assure that your requirements are met and that the plan is in compliance with the Township's Zoning Ordinances, Isabella County Road Commission standards and Union Township's Storm Water Ordinance. This plan will be overlaid onto the existing topography plan and will be utilized as the base drawing for the site construction plan set. We will show the proposed placement of the "Private Site Utilities" (Gas, Electric, Cable, Telephone, Storm Sewer and Service Leads for Water and Sewer). This plan will then be utilized to obtain preliminary review comments for Union Township, Mt. Pleasant Fire Department, Isabella County Road Commission and The County Drain Commissioner's Office.

The lump sum fee based on the information provided for this project is \$ 1,250.00

PRE-PRELIMINARY ENGINEER'S CONSTRUCTION COST ESTIMATE

Once the Pre-Preliminary Site Layout drawing has been completed, and tentative locations of the site utilities have been reviewed and approved by the Owner, we will complete a Pre-Preliminary Construction Cost Estimate for the Site Improvements. This Pre-Preliminary Construction Estimate is being completed without the benefit of final engineering plans and is for budgeting purposes only.

The lump sum fee based on the information provided for this project is \$ 950.00

PRELIMINARY DESIGN FOR FINAL SITE PLAN APPROVAL

Once the plan(s) have been reviewed and comments made, preliminary design will commence. Preliminary design will include the following:

- 1) A preliminary grading, drainage and detention plan will be developed for the South parking lot area only. The plan will show proposed rim elevations, invert elevations, structures and piping. Grades will be set at all high, low and break points on all hard and soft surfaces.
- 2) Review of the existing photometrics and a final photometric design for the site. This is required for Final Site Plan Submittal. Although we do not complete photometric design, we will work with a lighting designer and incorporate this design into our plan set. *Photometric Design is not included in the proposed fee.*
- 3) We will work with you to develop landscaping/irrigation plans as needed, based on the requirements of the project and the requirements of Union Township.
- 4) Preparation of a site plan submittal set will be completed. This set will include all plans and calculations required to obtain site plan approval by Union Township. We will attend all meetings required for the approval process.
The site plan includes:
 - Southerly Parking Lot Detention
 - Dumpster Enclosure
 - Miscellaneous Site Grading
 - o Around building to drain away
 - o Barrier Free improvements at south door
 - o Other miscellaneous
 - Parking Space Bumpers
 - Parking Lot Lighting (will be coordinated with electrical engineer)
 - Right-of-way Signage (Isabella Road and Pickard/M-20)
 - Sidewalks along Bud Street
 - Landscaping
 - New Bollards at Bud Street Curve
 - Coordinating with Goudreau & Associates for parking signs and fencing

- 5) A Soils Investigation Report and Design Recommendations is highly recommended. This would be utilized for the design of the pavement and infiltration calculations for the storm water management plan. This scope of services is provided by others and is not included within this proposal.

The fee for the Preliminary Design and Site Plan Approval will be a lump sum of \$ 3,250.

PREPARATION FINAL CONSTRUCTION PLANS

Based on the review comments by all reviewing agencies, the site, grading and utility plans will be revised. Plans will be prepared to obtain final approvals and/or construction permits for Public/Private Storm Sewer, Drainage and Detention. All design permit applications will be completed for submittal to the appropriate agencies (fees not included). Two final sets of reproducible plans and specifications will be provided to you and the Owner. A final construction plan set will be completed and will include the following:

- | | |
|---|---|
| 1) Cover Sheet | 5) Site Soil Erosion & Sediment Control |
| 2) Existing Topography Survey | 6) Overall Site Utility Plan. |
| 3) Horizontal Layout | 7) Lighting and Landscaping Plan |
| 4) Site Grading, Drainage and Detention | 8) Construction Notes, Details & Specs. |

We will work with Goudreau & Associates to prepare a combined Bid Package for the site and structure so that they may be sent out to General Contractors capable of completing the overall project. We will answer questions of the contractors during the bidding process and work with Goudreau & Associates in the reviewing of the bids once they have been submitted. These services are included within the fee for the Final Construction Documents.

The fee for Preparation of Final Construction Documents will be a lump sum of \$ 2,500.00

Please Note: We have assumed that a Public Sanitary Sewer and Public Water Mains extensions will not be required to service the property.

CONSTRUCTION STAKING SERVICES (please note this is an additional service – if required and will be billed based on hourly cost to complete)

Construction staking could be provided on either an Hourly Not to Exceed or a Lump Sum basis. We would only stake those items that are requested by you or your contractor. Invoicing will be completed on a bi-weekly basis. Once construction plans are completed, we would be able to provide to you a quote for these services.

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

It has been estimated that the length of the construction schedule will be 8 weeks. The anticipated services to be rendered are as follows:

- We will answer question during the bidding procedure and aid in the review of the bids.
- We will review and respond to Site related RFI's during the construction period.
- We will review pay requests as they relate to Site specific items.
- We will attend the bi-weekly project meetings.
- We will provide spot inspections, as needed, for Site related items.

Construction Administrative and Inspection Services will be invoiced hourly and will be based upon the hours worked and the personnel assigned. Our hourly rate schedule has been attached. Based on the above listed scope of services and the anticipated length of construction being 8 weeks, our estimated cost of services would be **\$ 3,200.**

ADDITIONAL SERVICES PHASE

1. Traffic studies, should they be required, are beyond the scope of this proposal. We will provide a cost to carry out this work if these studies are needed.
2. Electrical plans for onsite lighting are beyond the scope of this proposal. We will coordinate with Goudreau & Associates to show the location of proposed site lights on our site plan.
3. We would recommend a soils investigation report be completed on the site. The report should include recommendations for the footing and foundations of the buildings and road/parking areas. We can coordinate these activities for you but they are not included within our scope or fees.
4. Material testing is recommended for pavement areas and utility placement and **is required for any work within the Road Right-of-Way.** We can coordinate these activities for you but they are not included within our scope or fees.
5. Storm Sewer Plan and Profile Design Drawings for Budd Street.
6. Any services not specifically listed within the detailed scope of services.

Additional services related to this project will be furnished by us after you authorize the work. Our fee for these additional services will be determined at the time that they are rendered.

We will submit monthly invoices to you for basic and additional services furnished and for any reimbursable expenses. As the fees are lump sums, the invoices will be based on our estimate of the proportion of total services actually completed at the time of billing. Payment of invoices is due upon receipt. Late fees will occur should invoices not be paid within 30 days. We reserve the right to halt work should invoices not be paid within 30 days.


Attached herewith this letter is a copy of our general conditions to our basic and additional services, which are hereby incorporated into and made part of this letter agreement by reference. Any changes to the agreement in this letter must be agreed to in writing by both parties.

Please Note: **No permit and/or application fees have been included within our fee structure. All printing and mailing costs will be handled as a direct pass through cost and listed as reimbursable expenses. (please note additional permitting cost may be site plan approval, building permit, ICRC permitting, and soil erosion permitting – if required)**

We deeply appreciate your confidence in our firm and we are looking forward to working with you and for you on this project.

Respectfully submitted,

CENTRAL MICHIGAN SURVEYING & DEVELOPMENT COMPANY, INC.



Timothy E Bebee, P.S.
President

Above proposal accepted and approved by:

Charter Township of Union

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

1.1 **Limitation of ENGINEER's Liability.** ENGINEER shall procure and maintain insurance policies with such coverage's and in such amounts and for such period of time as is reasonable. OWNER hereby agrees that to the fullest extent permitted by law, the ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (hereafter called "OWNER's claims") shall not exceed the total sum paid on behalf of or 10 ENGINEER by ENGINEER's insurers in settlement or satisfaction of OWNER's claims under the terms and conditions of ENGINEER'S insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal.

1.2 **Worksite Safety.** Insofar as worksite safety is concerned, the ENGINEER is responsible solely for his or her own and his or her employees' activities on the worksite, but this shall not be construed to relieve the OWNER or any worksite contractors from their responsibilities for maintaining a safe worksite. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or his or her employees and subcontractors, shall be construed to imply the ENGINEER has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on, or about the worksite.

1.3 **Opinion of Probable Construction Costs.** ENGINEER may submit to OWNER an opinion of the probable cost required to construct work recommended by ENGINEER. ENGINEER is not a construction cost estimator or construction contractor, nor should ENGINEER's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. ENGINEER's opinion will be based solely upon his own experience with construction. This requires ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of the structural engineer; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which ENGINEER has no control. Given the assumptions which must be made, ENGINEER cannot guarantee the accuracy of his opinions of cost.

1.4 **Ownership of Instruments of Service.** OWNER acknowledges that ENGINEER's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Ownership of such documents shall be retained by ENGINEER. OWNER recognizes that no such documents should be subject to unauthorized reuse, that is, reuse without written authorization of ENGINEER to do so. Such authorization is essential because it requires ENGINEER to evaluate the documents applicability given new circumstances, not the least of which is passage of time.

1.5 **Right of Entry.** OWNER shall provide for ENGINEER's right to enter from time to time property owned by OWNER and/or other(s) in order for ENGINEER to fulfill the scope of services indicated hereunder. OWNER understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

1.6 **Standard of Care.** Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT or in any report, opinion, and document or otherwise.

1.7 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall promptly report to ENGINEER any defects or suspected defects in ENGINEER's work, in order that ENGINEER may take prompt, effective measures which in ENGINEER's opinion will minimize the consequences of a defect in service.

1.8 **Inspection of the Work.** The ENGINEER may provide a resident project representative during the construction phase, if authorized, to help reduce the risk of defects and deficiencies in the work. Inspection shall consist of visual observation of construction and the equipment and materials used therein, to permit the ENGINEER to render his or her professional opinion as to the contractor's conformance with the ENGINEER's recommendations, plans or specifications. Given the inherent limitations of such inspections, they shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.

1.9 **Discovery of Hazardous Materials.** Hazardous materials may exist where there is no reason to believe they could or should be present. The ENGINEER and the OWNER agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the OWNER also agree that the discovery of unanticipated hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The OWNER encourages the ENGINEER to take any and all measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and with approval the OWNER agrees to compensate the ENGINEER for the additional cost of such work. On property sites not owned by the OWNER, the ENGINEER and OWNER agree that it shall be the OWNER's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Except for acts of negligence on the part of the ENGINEER, the OWNER waives any claim against the ENGINEER, and agrees to indemnify, defend and hold the ENGINEER harmless from any claim or liability for injury or loss arising from the ENGINEER's encountering unanticipated hazardous materials or suspected hazardous materials.

1.10 **Reimbursable Expenses** mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.11 **The Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of ENGINEER will be adjusted periodically to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

1.12 **Buried Utilities.** OWNER will furnish to ENGINEER information identifying the type and location of Utility lines and other man-made objects beneath the site's surface. ENGINEER will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what ENGINEER has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize ENGINEER to proceed.

1.13 **Definition** "ENGINEER" means ENGINEER and/or SURVEYOR.

These General Conditions shall be attached to and made part of the Agreement between Central Michigan Surveying & Development Company, Inc. (ENGINEER) and the Owner.

CENTRAL MICHIGAN SURVEYING & DEVELOPMENT CO.

HOURLY RATE SCHEDULE 2020

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL/SENIOR ENGINEER/SURVEYOR	\$ 110.00/HR
PROJECT SURVEYOR/ENGINEER/MANAGER	\$ 95.00/HR
PROFESSION SURVEYOR	\$ 95.00/HR
DESIGN ENGINEER	\$ 75.00/HR
ENGINEERING TECHNICIAN III	\$ 70.00/HR
ENGINEERING TECHNICIAN II	\$ 65.00/HR
ENGINEERING TECHNICIAN I	\$ 55.00/HR
DRAFTS TECHNICIAN II	\$ 65.00/HR
DRAFTS TECHNICIAN I	\$ 50.00/HR
CLERICAL	\$ 45.00/HR
SURVEY CREW	\$110.00/HR
SURVEY TECHNICIAN II	\$ 65.00/HR
SURVEY TECHNICIAN I	\$ 45.00/HR
STORM WATER MANAGER	\$ 65.00/HR
CONSTRUCTION INSPECTION	\$ 55.00/HR

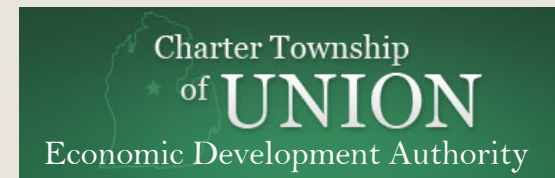
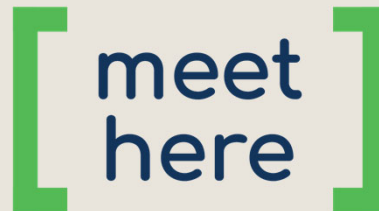
REIMBURSABLE EXPENSES:

Project related expenses incurred by the Consultant during the execution of services rendered within the scope of work contracted, such as printing and copying expenses, express deliveries, courier services, submission fees and travel expenses to out of town meeting, will be reimbursable.

PROPOSED IMPROVEMENTS FOR JAMESON PARK

Planning & Design Master Plan

June 18, 2019



EXTERIOR IMPROVEMENTS

- Stone Wainscot on Hall
- New Aluminum Fencing
- Awning Over South Door
- Eliminate Southwest door
- Playground Equipment
- New Drinking Fountain
- Parking Lot Lighting



Aluminum Fence



Stone Wainscot on Hall



Awning Over Door



Inclusive Playground Equipment



Parking Lot Lighting



Drinking Fountain with Bottle Filler

EXTERIOR IMPROVEMENTS

- Landscaping
- Re-grading & Fixing Sidewalks
- New Park Sign
- Dumpster Enclosure
- Re-roof and Paint dugouts
- New Ball Field Fencing
- Parking Lot Expansion
- Parking Bumpers
- Wi-Fi Capable Door Locks
- Paint Existing Bollards



Need for Landscaping



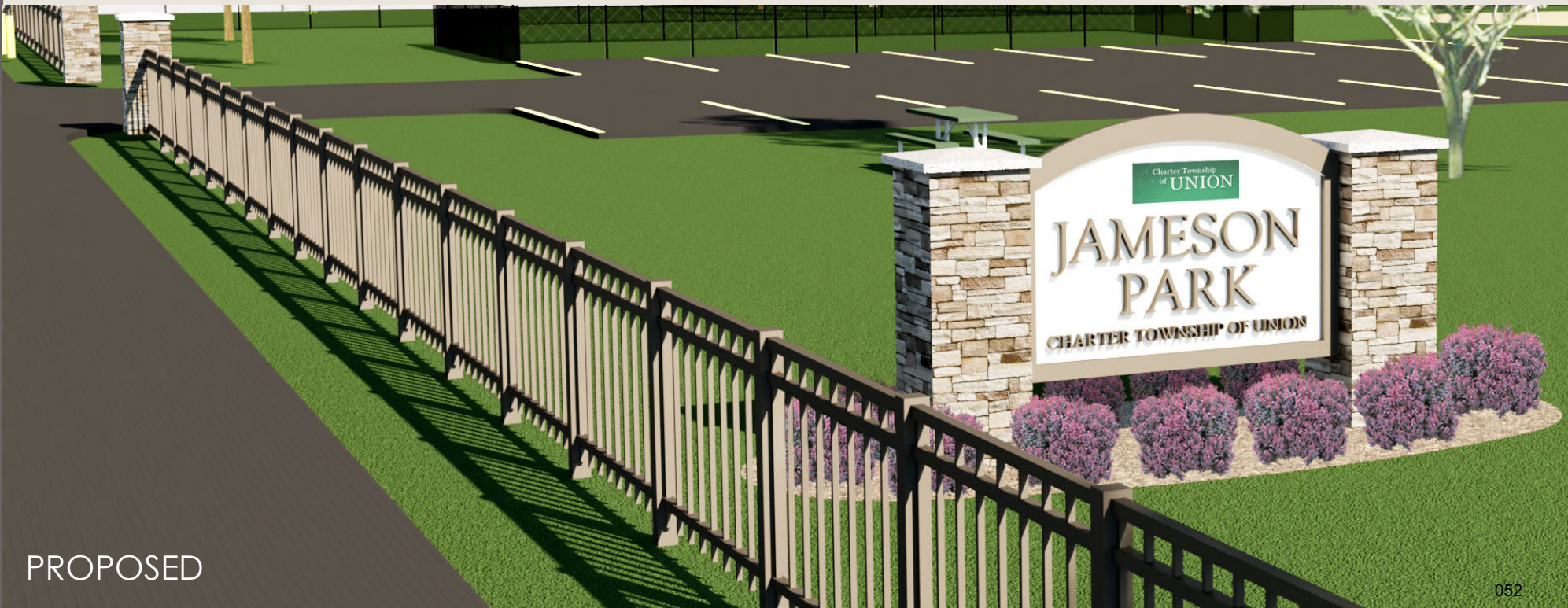
Existing Sign



Existing Dugout & Bollards



EXISTING



PROPOSED



EXISTING



PROPOSED



EXISTING



PROPOSED



EXISTING



PROPOSED



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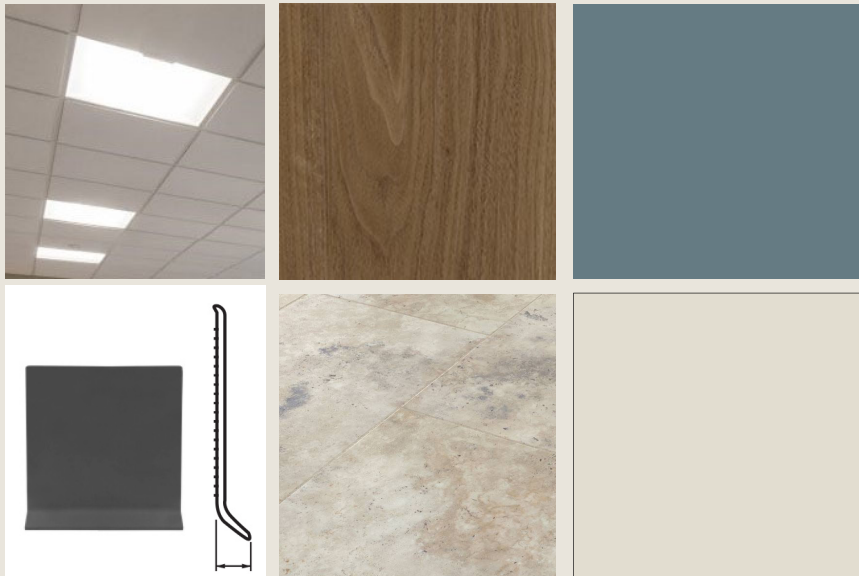
PROPOSED EQUIPMENT:



PROPOSED INTERIOR IMPROVEMENTS

- Flooring & Base
- Paint
- Replace ceiling tiles
- Replace window on South elevation
- Upgrade lighting
- New kitchen cabinets & counters
- New windows on North elevation
- Dedicated handwash sink in kitchen
- Drinking Fountain
- Service Sink

PROPOSED FINISHES:



EXISTING PHOTOS:



ESTIMATED BUDGET FOR PROPOSED IMPROVEMENTS

Exterior Improvements =	\$303,850.00
Interior Improvements =	\$60,024.00
<u>Code Related Improvements =</u>	<u>\$31,014.00</u>
Subtotal =	\$394,888.00
15% Contingency =	\$59,233.00

Total Estimated Budget =	\$454,121.00
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Note: The above prices are only estimates and were derived using a combination of previous project budgets, direct quotes from suppliers/contractors, and construction cost estimating books, including Guide to Construction Costs 2019 and General Construction Costbook 2018. See "Proposed Improvements for Jameson Park" spreadsheet for additional information.



QUESTIONS/COMMENTS?

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: May 22, 2020
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 05/27/2020
ACTION REQUESTED: Discussion regarding special assessment cost sharing policy	

Current Action X Emergency

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

Finance Approval *MDS*

BACKGROUND INFORMATION

The Board of Trustees has expressed interest in reviewing the existing policy regarding special assessments. Specifically, the inclusion of non-construction related costs being part of the total project cost subject to a special assessment was mentioned as well as the amortization period should the special assessment be allowed to be repaid over time.

Attached is the current policy regarding special assessments. Also attached is the Citizen's Guide to Special Assessment Districts which may be helpful for the discussion.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

Not applicable

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this policy review (From Policy 1.0: Global Ends):

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

COSTS

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

Finance Committee 5-7-10

BAD

Blacktop Special Assessments:

Finance Committee Recommendations by unanimous vote: Barker, Stovak, Gallinat all ayes.

- Borrow \$250,000 from Fire Fund and put into designated internal service fund (200-299 fund numbers).
- Use \$105,000 from new fund for potential Corvallis road SA project.
- Starting in 2011 all special assessment payment go into new fund for future use.
- Board of Trustees determine as needed if there is funding available for new SA projects.
- Need to maintain cash balance or revenue source of \$25,500 yearly for payoff of debt to Fire Fund and for interest payments on that amount.
- Projects to be considered for funding will be based first come first served basis on who requests a petition from the Township Assessor's office.
- All Special Assessment repayment terms will be 10 yrs unless a lesser term is requested by petitioners.
- There will be no Township contribution or in kind funding for these projects other than serving as the financing agent. *sub-division re-paving*
- Township Manager will determine whether or not funds are available, the petitioner and Township Board will be notified by the Township of the result.
- After petitioner is notified of the results and if the Township is able to finance the project, all applicable statutes will be followed from thereon.
- Subdivisions located within the East or West Districts of the EDA, will petition the EDA Board for financing. This method will also be subject to applicable Local, State or Federal Laws, Statutes or rules.

UNFINISHED BUSINESS

1.) Discussion on Paving Special Assessments

Smith stated that the Finance Committee met on May 7, 2010 and presented the Committee's recommendations for black top special assessments.

Stovak moved Dinse supported to approve the Finance Committee Recommendations for Blacktop Assessments as amended. Roll call vote – Ayes: Dinse, Gallinat, Lannen, Mikus, Stovak, Verwey and Barker. Motion carried.

2.) Discussion of Board Minutes

A discussion was held on the Board minutes

NEW BUSINESS

1.) Set Public Hearing for Corvallis Drive Paving Special Assessment

Stovak moved Lannen supported to set the public hearing for the Corvallis Drive paving special assessment on June 9, 2010 at 7:00 p.m. pending signature verification. Ayes: all. Motion carried.

2.) Land Division, Plaza Corp., Parcel #37-14-026-40-002-03 and 01

Verwey moved Lannen supported to accept the Assessor's recommendation and approve the land division for Plaza Corp., parcel #37-14-10-001-00. Ayes: all. Motion carried.

3.) Land Division, Bontrager, Parcel #37-14-024-10-001-00

Stovak moved Lannen supported to accept the Assessor's recommendation and approve the land division for Bontrager, parcel #37-14-024-10-001-00. Ayes: all. Motion carried.

4.) Policy Governance RFP

Dinse moved Lannen supported to authorize the manager to fill out the form and send out Request for Proposals for Policy Governance and bring back to the Board for approval. Ayes: all. Motion carried.

Committee Reports

- Mikus reported on the Sustainability Committee meeting
- Lannen reported on the Parks and Recreation Advisory Committee
- Verwey reported on the Isabella County Road Commission meeting

Other Business

None

Public Comment

No comments were offered



Charter Township of Union, Isabella County, MI

CITIZEN'S GUIDE TO SPECIAL ASSESSMENT DISTRICTS (SAD)

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This guide describes the step by step process for the creation of a special assessment district and its administration. This document is not intended as legal advice and the applicable statutes should be referred to for all purposes in connection with special assessments and the matters discussed in this guide.

Section 1 – INTRODUCTION TO SPECIAL ASSESSMENTS

Various state statutes authorize townships to make public improvements and provide services to their residents and taxpayers. The special assessment process is one way a township can expend public money for any improvements made to private property, such as private roads or street lights in a subdivision. Act 188 of 1954, as amended, establishes and authorizes townships to utilize special assessment procedures to fund the costs of certain types of public improvements:

“AN ACT to provide for the making of certain improvements by township; to provide for paying for the improvements by the issuance of bonds, to provide for the levying of taxes, to provide for assessing the whole or a part of the cost of improvements against property benefitted; and to provide for the issuance of bonds in anticipation of the collection of special assessments and for the obligation of the township on the bonds.” Public Improvements, Act 188 of 1954, as amended, MCL 41.721-738

Special Assessment Defined

A special assessment is a charge against property for a public improvement that confers a special benefit to that property different from the benefit enjoyed by the general public. [*Fluckey vs. City of Plymouth*, 358 Mich. 447, 100 N.W.2d 486 (1960)].

Special assessments are different from general property taxes. Differences include:

- Cannot be imposed against personal property
- Are not subject to constitutional and statutory limitations (millage limitations, uniformity requirements, rollbacks)
- Generally not tax deductible
- May be township wide or just those properties specially benefiting from the particular improvement project

Special Benefit

In theory, the proportional share of the cost of the improvement defrayed by special assessment against the benefitted property will be generally offset by the increase in the property's value once the improvement is in place. In other words, any public improvement that would increase the market value of a property could be considered a special benefit.

Types of Authorized Improvements by Special Assessment

There are various types of public improvements authorized by PA 188 of 1954, as amended (MCL 41.721). According to MCL 41.722, some of the types of improvements authorized by the Act include:

- The construction, improvement, and maintenance of *storm or sanitary sewers*
- The construction, improvement, and maintenance of *water systems*
- The construction, improvement, and maintenance of public roads
- The acquisition, improvement, and maintenance of public parks
- The collection and disposal of garbage and rubbish
- The installation, improvement, and maintenance of *lighting systems***
- The construction, improvement, and maintenance of sidewalks and bicycle paths
- The eradication or control of aquatic weeds and plants
- The construction, improvement, and maintenance of *private roads*
- The construction, improvement, and maintenance of a *lake, pond, river, stream, lagoon, or other body of water* or of an improvement to the body of water. This includes, but is not limited to, dredging.

***Special assessments for street lighting are covered under PA 246 of 1931 (MCL 41.289b), and have a somewhat different (abbreviated) process than the other improvements listed above. Please refer to Section 3, page 10 of this document for information on how to obtain a copy of this Act.*

Special Assessment District (SAD)

A SAD is a defined grouping of properties especially benefitted by the improvement. While statute allows for a township to initiate a SAD, it is typically done by petition of the property owners in a designated area who wish to make an authorized improvement. The township then acts in an administrative capacity by establishing the district, gathering the cost estimates and plans for the improvement, providing funding or financing for the cost of the improvement, and the levying and collection of the special assessment to pay off the debt.

Cost Estimates

All costs the township may incur from the time of initial application through the duration of the special assessment and/or for as long as there remain any outstanding bonds issued to fund the improvement should be included in the final cost estimate. Related costs would include those services related to administrative (clerical and treasurer functions), engineering (design, inspection and contingency fund), construction (materials, labor and contingency fund), consultation (financial) and legal (township and/or bond specialized) services.

Allocation of Costs

There is no specific formula within statute as to how the assessment is apportioned among the benefitted properties. There are several different methods commonly used to allocate or spread the costs for the improvement against those properties within the SAD, including but not limited to front foot, land area, site/lot, lot depth, value, or a combination of these methods. The method used varies according to the nature of the improvement, and the type and characteristics of the properties contained within the SAD.

While front foot may be the simplest method to allocate costs, it may not necessarily be the most appropriate. The primary goal when selecting a method is for the special assessment against each parcel to be related to the benefit received by the parcel. Major differences in special assessment amounts on each parcel in a district where the land uses are similar may be an indication that a different method should be used.

Financing the Improvement Project

To finance an improvement through the special assessment process, the Township Board borrow funds or may issue and sell bonds. Bonds must be issued in accordance with PA 34 of 2001, "Revised Municipal Finance Act" (MCL 141.2101-2821, as amended). As the costs for the improvement project are repaid by the benefitting property owners through a special assessment, the bonds are repaid.

Paying the Special Assessment

Special assessments can be paid in full without interest at the time the assessment is first levied, or may be paid in annual installments for a specified number of years using a declining balance method. Each annual payment is less than the previous year's payment. The principal is repaid in equal installments in each payment, but the amount paid toward interest is reduced with each payment. Special assessment installments are levied on an annual basis, depending on the nature and duration of the district, with the winter ad valorem property taxes, issued on December 1st. The Township Board will determine the amount of interest to be charged for the special assessment according to state statute.

The State of Michigan, under PA 225 of 1976, "Deferred Collection of Special Assessments on Homestead Properties" allows for special assessments levied on principal residence property to be deferred for eligible property owners. To obtain a deferment, the applicant files an affidavit which is reviewed at the local level for accuracy and sent on to the state for final approval. Approval is based on age (unless permanently and totally disabled) and household income levels. If a state deferment is obtained, the state pays the special assessment on the property, but then places a lien in the amount of the special assessment on the property. The state is repaid with interest at the time the property is sold. Please refer to Section 3, page 10, for the links to the deferment application form and its corresponding "Frequently Asked Questions" document.

Special Assessment Hearings and Objections

There are two public hearings in the special assessment process. At the first public hearing, the Township Board will hear objections to the petition, to the improvement, and to the special assessment district. The second public hearing is to review and hear any objections to the special assessment roll. Advance notice of the public hearings will be published in the newspaper and mailed to the property owners to be assessed.

Objections can be made in one of two ways. The first is by written letter delivered to the Township Clerk before or at the time of the public hearings described above. The second way is to attend the public hearings and state the objections in person. It must be noted that if a property owner wishes to challenge the petitions, improvement, district and/or special assessment, they must have made an official protest at the appropriate public hearing above.

Restoration of Property

Any private land that has been damaged or disrupted will be reasonably restored as reasonably possible, and great effort will be taken to save planted materials such as trees and bushes. Restoration of driveways or seeding of lawns will be completed after ground has settled. These issues will be handled and coordinated through consultation with the Department of Public Services, the Township Engineer, and the Isabella County Road Commission.

Additional Charges for Water and Sewer Service

A special assessment for water or sewer improvements is only for costs associated with the installation of the main line improvement that is the subject of the SAD. There may be other charges associated with connection to the system, including but not limited to the cost of installing the water or sewer connection line between the public improvement (main) and the structure is paid by each property owner individually. Qualified property owners or contractors can install the connector lines through the permit process in the Department of Public Services. The special assessment must be paid whether connection is made or not.

Additional Charges for Street Lighting Service

A special assessment for street lighting improvements involves the costs and expenses associated with the installation of the lighting system, as well as an annual determination and assessment of the amount needed for maintenance and electricity in order to provide the lighting service. According to statute, "the assessment may be made either in a special assessment roll or in a column provided in the regular tax roll." MCL 41.489c. A street lighting district may be enacted and terminated by the Township Board or by petition of property owners. Please refer to Section 3, page 10 for information on how to obtain a copy of the applicable statute.

Section 2 – INITIATION AND CREATION OF A SPECIAL ASSESSMENT DISTRICT (SAD)

Special assessment districts can be initiated by the township and/or by citizen petition. Some townships prefer the citizen petition process in order to demonstrate public support for an improvement by special assessment. Although the Charter Township of Union prefers citizen petitions for the initiation of SADs, it reserves the right to consider and establish SADs without a petition.

The Charter Township of Union will utilize the process set forth in this Section 2 in establishing a special assessment district by citizen petition. Special assessment districts for street lighting are covered under a separate statute, which allows for an abbreviated process from that of other districts. Such deviations from the process outlined below are noted accordingly. Additionally, it should be noted that if funding for the improvement project will be provided through bonding, the process set forth below will be adjusted to conform with laws applicable to the bonding process.

- Step 1: Informal Petition.** An interested party shall provide to the Township an informal petition outlining the improvement (s) sought as well as public acceptance and interest from at least 51% of the property owners who will be receiving a benefit from the improvement. A sample form is available as part of this guide. The completed Informal Petition forms are turned in to the Township Clerk's office.
- Step 2: Feasibility Review.** Completed Informal Petition forms are reviewed by any Township departments and personnel deemed necessary, for an initial evaluation of whether the improvement as proposed is feasible. Township staff will present the informal petition to the Township Board of Trustees for consideration and approval to move forward with the preparation of a preliminary estimate of project costs.
- Step 3: Formal Petition.** If the informal petition is accepted, the Township sends affected property owners notice that an informal petition for improvement was received and reviewed, and that a formal petition has been created for circulation. The petition is drafted by Township Personnel who then contacts the original applicant for pickup to begin circulation.
- Step 4: Petition Sufficiency.** Completed petitions are turned in to the Clerk's office. Owners of record are verified by the Assessing Department and signatures are verified by the Clerk's office. If current ownership is questionable or cannot be obtained through verification against the current assessment roll and records located in the Isabella County Register of Deeds office, a title search may be deemed necessary. The additional cost of a title search would be added to the total projected cost estimate of the improvement. It is important to note that statute requires the signature of the "record property owners" in the citizen petition process. Accordingly, administrators, guardians and powers of attorney would not be permitted to sign the petition, unless the power of attorney document or a court order has specifically granted the power to sign a special assessment petition on behalf of the record owner.

Sufficiency of the petition is typically based on the following:

- Owners of more than 50% of total land area in the district are required for sufficiency for sewer and water projects.

- Owners of more than 50% of total frontage in the district are required for sufficiency for road improvement, snow plowing, and lake improvement projects (may use frontage on the lake).
- Owners of not less than 10% of property sites are required for sufficiency of street light projects.

Step 5: Resolution #1. After the petition has been verified and the sufficiency requirement has been met, the request will be brought before the Township Board of Trustees for consideration of a resolution directing the Township Staff/Engineer to either obtain or prepare the plans and cost estimates for the project to be presented at the first of two public hearings.

Step 6: Resolution #2. Once the plans and cost estimates have been completed, the Township Board of Trustees will consider a resolution tentatively approving its intention to make the improvement, tentatively designating the special assessment district, and setting a date and time for the first public hearing. The resolution will also direct that the completed plans and cost estimates are to be given to the Township Clerk and made available for public inspection prior to the first public hearing. *Street lighting districts will proceed to **Step 13: 2nd Public Hearing**, at which the question of creating the district and defraying the expenses by special assessment will both be addressed.*

Step 7: Notice of 1st Public Hearing. Notice of public hearings in special assessment proceedings shall be mailed to each record owner of, or party of interest in, the properties to be included in the district, at least 10 days before the date of the hearing. Notice shall also be published twice before the public hearing in a newspaper circulating in the township, with the first publication also being at least 10 days before the date of the public hearing. The notice of hearing should contain the following:

- Date, time and location of the hearing
- Description of the proposed special assessment district
- Advice that plans and cost estimates for the improvement are on file at the office of the Township Clerk and are available for public inspection
- A statement that appearance and protest at the hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal, and describing the manner in which an appearance and protest shall be made, and that protests may be filed by letter (MCL 211.741(2))

Step 8: 1st Public Hearing. The first public hearing will be held by the Township Board as required under Public Act 188 of 1954, as amended, to hear objections to the proposed improvement project, the petitions or the district.

Step 9: Resolution #3. After conclusion of the 1st public hearing, the Township Board will consider adoption of a resolution doing all of the following:

- Describing the improvement and determining to complete the improvements
- Approving the plans and cost estimates as presented
- Designating the boundaries of the district
- Confirming the petition for sufficiency (if petition is required)
- Specifying the amount of the improvement costs to be paid by the Township, if any

- Designating the term of the special assessment district's existence
- If periodic redeterminations of cost will be necessary, such necessity and the dates when such redeterminations shall be made shall be stated
- Directing the supervisor (assessor) to prepare the special assessment roll

Step 10: Bids. Once the Board of Trustees has adopted Resolution #3, Township Staff will initiate the sealed bid process in order to select a contractor to construct the public improvement. Cost estimates will be refined based upon the bid results. In the case of road improvements final cost for these improvements will be obtained from the Isabella County Road Commission. The supervisor (assessor) will be charged with the task of assigning the appropriate benefit amount for each parcel within the district. Once the individual benefit amounts and the final cost estimate have been determined or received from outside entity, the special assessment roll will be created.

Step 11: Resolution #4. Once the special assessment roll has been created, the Township Board of Trustees will consider a resolution setting a date and time for the second public hearing. The completed special assessment roll will be given to the Township Clerk to be made available for public inspection prior to the second public hearing.

Step 12: Notice of 2nd Public Hearing. Notice of public hearings in special assessment proceedings shall be given to each record owner, or the party of interest in, of the properties to be included in the district, at least 10 days before the date of the hearing. Notice shall also be published twice before the public hearing in a newspaper circulating in the township, with the first publication also being at least 10 days before the date of the public hearing. *Notice for public hearing for street lighting districts only require at least 5 days before the date of the public hearing, and may be published in a newspaper of general circulation in the district, or, if none available, posted in at least 3 of the most public places in the district.* The notice of hearing should contain:

- Date, time and location of the hearing
- Description of the proposed special assessment district
- Advice that plans and cost estimates for the improvement, as well as the special assessment roll are on file at the office of the township clerk and are available for public inspection
- A statement that appearance and protest at the hearing is required to appeal the amount of special assessment to the Michigan Tax Tribunal, and describing the manner in which an appearance and protest shall be made, and that protests may be filed by letter (MCL 211.741(2))

Step 13: 2nd Public Hearing. The second public hearing will be held by the Township Board as required under Public Act 188 of 1954, as amended, to hear objections to the assessment roll.

Step 14: Resolution #5. After the 2nd public hearing, the Township Board of Trustees will consider a resolution to confirm the special assessment roll. The Township Board will also determine the number of annual installments and the interest rate to be charged on future installments.

Step 15: Bid Award. The Township Board will consider awarding of the bid for the improvement



project.

Step 16: Notice of Assessment. A notice of special assessment will be mailed to affected property owners within 20 days after confirmation of the special assessment roll. At this time, the Township Board will begin the process of obtaining funding and/or issuing bonds to finance the construction of the project.

Step 17: Commence Construction. The Township will commence construction of the improvement project.

Step 18: Implement Assessments. The Township will begin the process of collecting the special assessments against the individual properties within the special assessment district.

“The entire proceedings may be abandoned at any point, although after the roll is confirmed the assessments are a lien on the property and the confirmation must be rescinded to remove this lien. Generally speaking, the scope of the improvement to be built or the size of the district may be reduced at any point in the proceedings but may not be increased after the filing of the petition, or after the adoption of Resolution No. 2 if there is no petition, without close review and the possible necessity of reinstituting the proceedings.



SECTION 3 – Statutes, Forms, Related Documents

This section of the Guide is designed to provide the reader with information on how to obtain copies of the relevant statutes, include samples of local administrative forms, and access to other related documents and information pertaining to establishing a SAD within the Township. These documents include:

Statutes. There are various public acts which describe the process for administering special assessments for public improvements and services from ambulance to weed control. Each specific act outlines the details and forms the basis behind the itemized steps described in Sections 1 and 2 of this document as they pertain to certain improvements or services.

Copies of the acts not included as part of this document can be found through the search engine at www.legislature.mi.gov:

- PA 162 of 1962 – Notice of Special Assessment Hearings (*part of General Property Tax Act*)
- PA 188 of 1954 – Public Improvements
- PA 225 of 1976 – Deferment of Special Assessments on Homesteads
- PA 246 of 1931 – Pavements, Sidewalks, and Elevated Structures (*Street Lighting*)
- PA 267 of 1976 – Open Meetings Act

Forms. The following forms are those which interested property owners would need to file with the Township in order to begin the SAD process.

Informal and formal Petition for Special Assessment Improvement form (example) 11 - 12

Documents pertaining to deferment can be found at the following links:

Frequently Asked Questions (FAQs) About Deferred Special Assessments
https://www.michigan.gov/documents/treasury/DeferredSpecialAssessments_189257_7.pdf

Senior Citizen or Totally and Permanently Disabled Person's Affidavit Requesting Special Assessment Deferment
https://www.michigan.gov/documents/2748f_2630_7.pdf

CHARTER TOWNSHIP OF UNION - ISABELLA COUNTY, MICHIGAN

INFORMAL PETITION FOR PUBLIC IMPROVEMENT BY SPECIAL ASSESSMENT

In accordance with Public Act 188 of 1954, as amended

APPLICANT INFORMATION			
Name		Phone	
Address		Email	
City	State	Zip Code	Property Identification Number

PUBLIC IMPROVEMENT INFORMATION
<p>Type of Improvement:</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Public/Private Road <input type="checkbox"/> Water System <input type="checkbox"/> Sanitary Sewer </div> <div> <input type="checkbox"/> Lighting System <input type="checkbox"/> Other _____ </div> </div>
<p>Location of Improvement: <i>(please give a detailed description of affected subdivisions, streets, and/or properties to be included in the district)</i></p>

APPLICANT SIGNATURE
<div style="border-bottom: 1px solid black; height: 40px; width: 100%;"></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Name Date </div>

TOWNSHIP DEPARTMENT REVIEW	INITIAL/DATE AND RETURN TO TOWNSHIP CLERK
Department of Public Service Comments:	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>
Township r Comments:	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>
Other Staff Comments:	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>

**CHARTER TOWNSHIP OF Union COUNTY OF Isabella
PETITION FOR IMPROVEMENT AND SPECIAL ASSESSMENT DISTRICT**

WE, THE UNDERSIGNED, record owners of the respective properties identified below, petition the Township Board of the Charter Township of Union, Isabella County, Michigan to cause an improvement to be made to the:

☐ **PUBLIC/PRIVATE ROAD** ☐ **WATER SYSTEMS** ☐ **SANITARY SEWERS** ☐ **LIGHTING SYSTEMS** ☐ **OTHER** _____

specifically described as follows:

And to defray the cost of such improvement, in whole or any part, by special assessment against the property especially benefitted by the improvement, in accordance with Public Act 188 of 1954, as amended.

	PRINTED NAME	SIGNATURE	ADDRESS	DATE	(for office use only)	
					PARCEL NUMBER	✓
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

CERTIFICATION OF CIRCULATOR

To the best knowledge, information and belief of the undersigned, he or she is qualified to and did circulate this petition; each signature was signed in his/her presence; each signature is genuine, and the person signing owned the designated property at the time of signing.

_____/ _____/ _____
SIGNATURE OF CIRCULATOR ADDRESS DATE

CHARTER TOWNSHIP OF UNION- NOVEMBER 2018
NOVEMBER 2018
NOVEMBER 2018

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: May 20, 2020
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 05/27/2020
ACTION REQUESTED: Consider request to waive late fees on water/sewer account owned by Walnut Court LLC	

Current Action X Emergency

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

Finance Approval MDS

BACKGROUND INFORMATION

Attached is a request received from Mr. Brandon LaBelle of LaBelle Realty. Although not stated directly, it is assumed Mr. LaBelle is a representative of Walnut Court LLC. The request is self-explanatory.

The property is located at 5019 Silverberry Drive. It is a duplex. There is only one shut off valve at the road that controls service to both sides. The other half of the duplex is current with regard to their water/sewer account. Since there is only one shut-off valve, the service is not discontinued unless both accounts meet the shut off criteria.

The account is flagged such that bills are sent to the occupant of the property and all notices are sent to the owner and the occupant. As such, all delinquent and shut off notices have historically been mailed to the both the owner of the property and the occupant.

As noted on the attached account history report, the last payment on this account was received on April 25, 2019. Since that time, \$156.57 has accrued in various fees and penalties related to the delinquent status of the account. The last fee was added on March 5, 2020.

Executive Order 2020-21 that put in place the initial Temporary Requirement to Suspend Activities that are not Necessary to Sustain or Protect Life, was issued March 24, 2020.

There are no known extenuating circumstances or actions by staff that have caused this account to go into a delinquent status which gave rise to the accrual of various fees and penalties.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

Support to waive the penalties would be precedent setting and result in unfair treatment of those customers that pay on time and those customers that pay late and also pay the penalties. Denial of the request to waive the penalties will maintain fair treatment among all water and sewer customers and support fair and non-discriminatory code enforcement

PROJECT IMPROVEMENTS

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

1. Community well-being and common good

COSTS

Loss of revenue impact is \$156.57

PROJECT TIME TABLE

Not applicable

RESOLUTION

Deny/Approve the request to waive the penalties for account in the amount of \$156.57.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Mark Stuhldreher

From: Kimberly Rice
Sent: Tuesday, May 19, 2020 5:02 PM
To: Mark Stuhldreher
Subject: Fwd: Correspondence
Attachments: image003.jpg; image002.png

Mark,

Wasn't it stated in a board meeting that fees were not going to be charged right now for utilities?

Kimberly Rice
Charter Township of Union, Treasurer

phone: (989)772-4600 ext. 228

From: Brandon LaBelle <brandon@labellerealty.net>
Sent: Tuesday, May 19, 2020 4:37:46 PM
To: Ben Gunning <bgunning@uniontownshipmi.com>; Lisa Cody <lcody@uniontownshipmi.com>; Kimberly Rice <krice@uniontownshipmi.com>; Bill Hauck <bhauck@uniontownshipmi.com>; Tim Lannen <tlannen@uniontownshipmi.com>; Bryan Mielke <bmielke@uniontownshipmi.com>; Norm Woerle <nwoerle@uniontownshipmi.com>
Cc: Kim Smith <ksmith@uniontownshipmi.com>
Subject: Correspondence

Good afternoon,

I hope you and your families are staying safe and healthy!

I am emailing regarding correspondence with Kim Smith. I spoke to Kim Smith on the phone on Monday May 18, 2020 and asked her to waive late fees and shut off fees in the amount of \$156.57 for a water bill on a property we manage and she said she did not have the authority to do that, however the board of trustees did and this is why you are receiving this email.

On Tuesday, May 5th, 2020 Nicole from my office received an email from Kim Smith stating that there was an outstanding balance at one of our rental properties located at 5019 Silverberry Drive in the amount of \$748.17. This was only brought to our attention after we emailed a name change request for a new tenant who was moving in that day. As you can imagine we were shocked that we had an outstanding balance since we have not received any invoices. I am very concerned as to why we did not receive any invoices, past due notices in the mail or door tags placed at the rental. I would estimate we showed the property at least 2-4 times per month during this time and not once was there a door tag nor was the water ever shut off. On May 6th, 2020 Nicole from our office emailed Kim to address our above concerns as to why we have not received any type of notice in the last 12 months.

Kim replied on May 6th, 2020 that her office had sent out invoices to both the tenant & the property owner addressed to our office located at 405 S. Mission St. Ste. B Mt. Pleasant, MI 48858. She also states in her reply that the township does not waive penalties or fees for failure to receive their bills. Our office staff has no records of ever receiving these invoices nor we did ever receive any emails or any sort of correspondence at all for that matter. My family has been doing business in this town for over 70 years and take pride in paying our bills on time.

With the current pandemic our business, like many has suffered greatly and continue to do so. We have a record number of vacant properties and due to the current executive order by the Governor we have been unable to show occupied properties to prospective tenants for over 8 weeks. As you can imagine this is devastating to our company. Walnut Court has no problem paying for the service from May 28th, 2019- May 4th, 2020 that totals \$591.60, I am simply asking that the late fees and shut off fees in the amount of \$156.57 be waived due to the issues stated above.

Thank you for your time,

Brandon LaBelle

Broker/Owner



405 S. Mission St., Suite B

Mt. Pleasant, MI 48858

(office) 989-817-4921

(cell) 989-621-3025

(fax) 989-953-4029

brandon@labellerealty.net

www.labellerealty.net



CONFIDENTIALITY NOTICE

This message is intended exclusively for the individual or entity to whom or which it is addressed. This communication may contain information that is proprietary, privileged, confidential, or otherwise legally protected from disclosure. If you are not the named addressee, you are not authorized to read, retain, copy or disseminate this message or any part of it, or to use the information herein for any purpose. Neither the information in this block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message, in whatever form, in your possession or control. Thank you for your cooperation.

History Detail Report

Wednesday, May 20, 2020

1/4

Location ID: SILV-005019-0000-01
 Account #: 03265
 Service Address: 5019 SILVERBERRY DRIVE
 Customer Name: JOSH FRANCIS

Posted	Created	Action Read	Item - or - User Usage	Amount Other Info	Balance
03/30/20	03/30/20 16:20	Bill Calculated	01/01/20-03/31/20	\$147.90	\$748.17
03/11/20	03/16/20 8:54	Meter Read 1596000	Water	Auto	\$600.27
03/05/20	03/05/20 9:03	Bill Adjustment	NON PYMT CHRG	\$30.00	\$600.27
02/20/20	02/20/20 9:06	Past Due Notice Sent	Past Due=\$570.27		\$570.27
02/06/20	02/06/20 9:04	Penalty		\$22.19	\$570.27
12/27/19	12/27/19 11:10	Bill Calculated	10/01/19-12/31/19	\$147.90	\$548.08
12/16/19	12/17/19 14:41	Meter Read 1596000	Water 8000	Auto	\$400.18
12/05/19	12/05/19 9:47	Bill Adjustment	TURN OFF FEE	\$30.00	\$400.18
11/20/19	11/20/19 8:57	Past Due Notice Sent	Past Due=\$370.18		\$370.18
11/06/19	11/06/19 8:54	Penalty		\$22.19	\$370.18
09/27/19	09/27/19 13:55	Bill Calculated	07/01/19-09/30/19	\$147.90	\$347.99
09/12/19	09/17/19 10:11	Meter Read 1588000	Water 1000	Auto	\$200.09
09/05/19	09/05/19 9:22	Bill Adjustment	SHUT OFF FEE	\$30.00	\$200.09
08/16/19	08/16/19 14:38	Past Due Notice Sent	Past Due=\$170.09		\$170.09
08/06/19	08/06/19 8:47	Penalty		\$22.19	\$170.09
07/01/19	07/01/19 9:16	Bill Calculated	04/01/19-06/30/19	\$147.90	\$147.90
06/12/19	06/17/19 9:15	Meter Read 1587000	Water 13000	Auto	\$0.00
04/25/19	04/25/19 13:54	Payment Posted	R19-076285	\$156.30	\$0.00
03/20/19	03/20/19 9:36	Bill Calculated	01/01/19-03/31/19	\$156.30	\$156.30
03/06/19	03/08/19 14:21	Meter Read 1574000	Water 19000	Auto	\$0.00
02/05/19	02/05/19 23:39	Payment Posted	R19-075251	\$147.90	\$0.00
12/31/18	12/31/18 16:37	Bill Calculated	10/01/18-12/31/18	\$147.90	\$147.90
12/07/18	12/12/18 13:44	Meter Read 1555000	Water 14000	Auto	\$0.00
12/07/18	12/07/18 2:44	Payment Posted	R18-073440	\$212.17	\$0.00
12/05/18	12/05/18 15:12	Bill Adjustment	SHUT OFF FEE	\$30.00	\$212.17
11/15/18	11/15/18 14:40	Past Due Notice Sent	Past Due=\$182.17		\$182.17
11/06/18	11/06/18 8:45	Penalty		\$23.77	\$182.17

09/28/18	09/28/18 16:15	Bill Calculated	07/01/18-09/30/18	\$158.40	\$158.40
09/17/18	09/19/18 14:29	Meter Read 1541000	Water 20000	Auto	\$0.00
08/05/18	08/05/18 22:01	Payment Posted	R18-071040	\$71.51	\$0.00
06/29/18	06/29/18 15:27	Bill Calculated	05/18/18-06/30/18	\$71.51	\$71.51
06/19/18	06/22/18 10:23	Meter Read 1521000	Water 5000	Auto	\$0.00
05/25/18	05/25/18 12:04	Payment Posted	R18-069175	\$92.24	\$0.00
05/22/18	05/22/18 10:18	Bill Calculated	04/01/18-05/17/18	\$77.24	\$92.24
05/22/18	05/22/18 10:15	Bill Adjustment	Final Billing Fees	\$15.00	\$15.00
05/22/18	05/22/18 10:15	Final Processed	Final Processed		\$0.00
05/17/18	05/22/18 10:15	Meter Read 1516000	Water 9000	Act	\$0.00
05/05/18	05/05/18 22:15	Payment Posted	R18-069028	\$147.90	\$0.00
04/02/18	04/02/18 13:14	Bill Calculated	01/01/18-03/31/18	\$147.90	\$147.90
03/15/18	03/20/18 14:24	Meter Read 1507000	Water 13000	Auto	\$0.00
02/07/18	02/07/18 12:39	Payment Posted	R18-066963	\$170.09	\$0.00
02/06/18	02/06/18 8:47	Penalty		\$22.19	\$170.09
12/29/17	12/29/17 16:08	Bill Calculated	10/01/17-12/31/17	\$147.90	\$147.90
12/18/17	12/21/17 10:34	Meter Read 1494000	Water 14000	Auto	\$0.00
11/02/17	11/02/17 9:42	Payment Posted	R17-064389	\$120.57	\$0.00
09/29/17	09/29/17 16:23	Bill Calculated	07/16/17-09/30/17	\$120.57	\$120.57
09/14/17	09/19/17 11:49	Meter Read 1480000	Water 8000	Auto	\$0.00
08/29/17	08/29/17 9:45	Payment Posted	R17-062963	\$45.60	\$0.00
08/22/17	08/22/17 9:57	Past Due Notice Sent	SHUT OFF NOTICE SENT		\$45.60
08/07/17	08/07/17 9:32	Penalty		\$5.95	\$45.60
07/24/17	07/24/17 14:35	Payment Posted	R17-061888	\$360.07	\$39.65
07/15/17	07/14/17 11:04	Meter Read 1472000	Water 1000	Act	\$399.72
07/14/17	07/14/17 12:53	Bill Calculated	07/01/17-07/15/17	\$24.65	\$399.72
07/14/17	07/14/17 11:04	Bill Adjustment	Final Billing Fees	\$15.00	\$375.07
07/14/17	07/14/17 11:04	Final Processed	Final Processed		\$360.07
06/28/17	06/28/17 18:20	Bill Calculated	04/01/17-06/30/17	\$147.90	\$360.07
06/14/17	06/19/17 13:42	Meter Read 1471000	Water 12000	Auto	\$212.17
06/05/17	06/05/17 10:30	Bill Adjustment	SHUT OFF FEE	\$30.00	\$212.17
05/19/17	05/19/17 13:20	Past Due Notice Sent	SHUTOFF NOTICE SENT		\$182.081

05/08/17	05/08/17 8:43	Penalty		\$23.77	\$182.17
03/31/17	03/31/17 10:41	Bill Calculated	01/01/17-03/31/17	\$158.40	\$158.40
03/15/17	03/20/17 16:00	Meter Read	Water		\$0.00
		1459000	20000	Auto	
02/28/17	02/28/17 11:08	Payment Posted	R17-058910	\$148.93	\$0.00
02/22/17	02/22/17 14:06	Past Due Notice Sent	SHUTOFF NOTICE SENT		\$148.93
02/06/17	02/06/17 9:03	Penalty		\$19.43	\$148.93
12/31/16	12/31/16 16:01	Bill Calculated	10/01/16-12/31/16	\$129.50	\$129.50
12/14/16	12/20/16 17:03	Meter Read	Water		\$0.00
		1439000	1000	Auto	
10/31/16	10/31/16 14:05	Payment Posted	R16-056040	\$96.88	\$0.00
09/30/16	09/30/16 12:25	Bill Calculated	08/01/16-09/30/16	\$96.88	\$96.88
09/15/16	09/19/16 15:30	Meter Read	Water		\$0.00
		1438000	1000	Auto	
08/04/16	08/04/16 8:51	Payment Posted	R16-054261	\$65.53	\$0.00
08/02/16	08/02/16 13:07	Bill Calculated	07/01/16-07/31/16	\$50.53	\$65.53
08/02/16	08/02/16 13:05	Bill Adjustment	Final Billing Fees	\$15.00	\$15.00
08/02/16	08/02/16 13:05	Final Processed	Final Processed		\$0.00
07/31/16	08/02/16 13:05	Meter Read	Water		\$0.00
		1437000	7000	Act	
07/05/16	07/05/16 23:07	Payment Posted	R16-052856	\$146.10	\$0.00
06/30/16	06/30/16 13:04	Bill Calculated	04/01/16-06/30/16	\$146.10	\$146.10
06/15/16	06/20/16 15:51	Meter Read	Water		\$0.00
		1430000	13000	Auto	
04/02/16	04/02/16 20:08	Payment Posted	R16-050844	\$148.05	\$0.00
03/31/16	03/31/16 11:57	Bill Calculated	01/01/16-03/31/16	\$148.05	\$148.05
03/14/16	03/16/16 14:06	Meter Read	Water		\$0.00
		1417000	16000	Auto	
01/02/16	01/02/16 19:41	Payment Posted	R16-048841	\$146.10	\$0.00
12/23/15	12/23/15 16:23	Bill Calculated	10/01/15-12/31/15	\$146.10	\$146.10
12/15/15	12/17/15 11:18	Meter Read	Water		\$0.00
		1401000	13000	Auto	
10/23/15	10/23/15 14:14	Payment Posted	R15-047749	\$146.10	\$0.00
09/30/15	09/30/15 9:10	Bill Calculated	07/01/15-09/30/15	\$146.10	\$146.10
09/16/15	09/18/15 14:43	Meter Read	Water		\$0.00
		1388000	15000	Auto	
07/14/15	07/14/15 15:28	Payment Posted	R15-045237	\$146.10	\$0.00
06/29/15	06/29/15 11:26	Bill Calculated	04/01/15-06/30/15	\$146.10	\$146.10
06/15/15	06/17/15 11:47	Meter Read	Water		\$0.00
		1373000	13000	Auto	
04/02/15	04/02/15 17:59	Payment Posted	R15-042828	\$146.10	\$0.082

03/31/15	03/31/15 9:04	Bill Calculated	01/01/15-03/31/15	\$146.10	\$146.10
03/16/15	03/19/15 8:54	Meter Read	Water		\$0.00
		1360000	14000	Auto	
01/16/15	01/16/15 17:54	Payment Posted	R15-041174	\$144.20	\$0.00
12/29/14	12/29/14 15:49	Bill Calculated	10/01/14-12/31/14	\$144.20	\$144.20
12/16/14	12/18/14 14:50	Meter Read	Water		\$0.00
		1346000	12000	Auto	

Total Usage: 262,000.00

Charter Township of Union



To: Township Board of Trustees
From: Mark Stuhldreher, Township Manager
Subject: Policy Governance Review
Date: May 20, 2020

Policy Review: 2.3 Compensation and Benefits
Type of Review: Internal
Review Interval: Annual
Review Month: May 2020

Policy Wording

With respect to employment, compensation, and benefits to employees, consultants, contract workers, volunteers, and collective bargaining units, the township Manager shall not cause or allow jeopardy to fiscal integrity or public image.

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

- 2.3.1 Change his or her own compensation and benefits, except as his or her benefits are consistent with a package for all other employees.
- 2.3.2 Promise or imply permanent or guaranteed employment to individuals.
- 2.3.3 Establish current compensation and benefits which deviate materially from the geographic or professional market for the skills employed.
- 2.3.4 Create obligations over a longer term than revenues can be safely projected, in no event longer than one year and in all events subject to losses in revenue.
- 2.3.5 Establish or change defined contribution plans so as to cause unpredictable or inequitable situations, including those that:
 - A. Provide less than some basic level of benefits to all full time employees, though differential benefits to encourage longevity are not prohibited.
 - B. Treat the Township Management Team differently from other key employees.
- 2.3.5.1. Exception: Township Manager contract benefits.

Manager Interpretation

Township Manager interprets this policy to indicate that the Township Board of Trustees wants to ensure that the Township Manager does not: Change his or her compensation package except when the change is consistent with all other full time employees; promise or imply guaranteed employment to any individual; have employee benefits and compensation packages that deviates materially from

geographic or professional market levels; create long term obligations that cannot be paid for from revenue; establish or change retirement benefits that would cause unpredictable or inequitable situations.

Justification of Reasonability of Interpretation

The Township Manager's interpretation utilizes the sub units of the policy that are clearly written and approved by the Board of Trustees.

Data

- Manager's compensation package is a result of Board approval and has not been changed except as approved by the Board. The most recent change, effective 1/1/20, was to approve a \$250/mo. car allowance and to provide an additional week of vacation per year. There was no change in base salary.
- No promise of guaranteed employment has been made or implied by manager.
- Members of Collective Bargaining unit's compensation package is a result of negotiated agreements that are effective January 1, 2020 thru December 31, 2022. The compensation and benefit items that were negotiated followed the recommendations contained in the classification/compensation study approved in 2019.
- MERS 457 plan offers additional retirement options for employees.
- Flexible Spending Accounts available to employees at minimal cost to the Township.
- Premium expenses for health insurance benefit plans are shared between the employer and employee at a percentage ratio of 92/8 and increasing to 90/10 over the life of the current collective bargaining agreement.
- The Township is following the recommendations of the classification/compensation study that was finalized in 2019.

Compliance

The Township Manager 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: 2.3-Compensation and Benefits

- | | | |
|--|------------------------------|-----------------------------|
| 1. Was this report submitted when due? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Did the report lay out the Manager's interpretation or an operational definition of the policy? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Is the interpretation justified or is proof provided to explain why the interpretation is reasonable? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Was I convinced that the interpretation is justified and reasonable? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Did the interpretation address all aspects of the policy? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Does the data show compliance with the Manager's interpretation of our policy? | <input type="checkbox"/> Yes | <input type="checkbox"/> 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: May 21, 2020
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 05/27/2020
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 3.10 – Cost of Governance	

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 2013, 2014, 2018, 2019 and 2020. 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 3.10 (Cost of Governance), are to be reviewed and monitored for Board compliance on an annual basis. Following the policy is an evaluation section that can be used for the review/discussion of Policy No. 3.10.

Board Policy 3.10 – Cost of Governance

At its' highest-level the Policy states: "Because poor governance cost more than learning to govern well, the board will invest in its governance capacity". Due to the length, the entire policy is attached.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

An annual review of Board Policies allows for the Board of Trustees to monitor itself regarding adherence to policies that apply to the Board of Trustees.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global End)

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

COSTS

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

Policy: 3.10 Cost of Governance
Type: Direct Inspection
Occurrence: Annual
Date: May 2020

Policy:

Because poor governance costs more than learning to govern well, the board will invest in its governance capacity.

Accordingly:

3.10.1 Board skills, methods, and supports will be sufficient to assure governing with excellence.

3.10.1.1 Training and retraining will be used liberally to orient new members and candidates for membership, as well as to maintain and increase existing member skills and understandings.

3.10.1.2 Outside monitoring assistance will be arranged so that the board can exercise confident control over organizational performance. This includes, but is not limited to, fiscal audit.

3.10.1.3 Outreach mechanisms will be used as needed to ensure the board's ability to listen to owner viewpoints and values.

3.10.2 Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability.

3.10.2.1 Each year, the Board in the month of September will develop its budget for attendance at conferences and workshops, for third-party monitoring and organizational assessments, and ownership linkage activities including surveys, focus groups and other input mechanisms.

3.10.2.2 For extra meetings that a member of the Board of Trustees attends and are eligible for "meeting pay", \$50 will be paid for meetings that are **1 hour or less** and \$75 for meetings **over 1 hour**. Meeting sheets must be filled out with the date of the meeting, the name of the meeting attended, the length of the meeting and the pay requested for each meeting. At the conclusion of each calendar month, meeting sheets will be sent to the Township Accountant for submission in the next regular board meeting packet for board approval within the consent agenda. Following approval by the Board of Trustees, the meetings will be paid at the next payroll run.

3.10.3 **Purpose:** The intent of this proposed draft is to provide taxpayers with a fair Township Board meeting attendance pay policy. The intent is to also provide a policy that encourages board members to participate in, learn and share in the many township related and intergovernmental meetings as well as educational sessions or classes. These opportunities should be identified by the township

board as a benefit to the township.

1. In addition to township boards and committees, the board shall decide what meetings are important to have a representative attend and appoint a board member to attend those meetings.
 - An alternate shall also be appointed in case the assigned member is unable to attend. In the event that neither are able, the original assigned member should attempt to fill the position by asking another board member to attend the meeting.
 - The meeting assignments will be reviewed annually or upon the request by the Board. For example, one person will be responsible for attending the County Commission meetings and a different person may be appointed to Mt. Pleasant City Commission meetings.
 - Board members not assigned to represent the Board at a meeting may
 - attend the meeting without compensation.
 - There are already board appointed representatives for the Planning Commission, the EDA, Sustainability Committee and Intergovernmental Committee. The Township needs to have some permanency for these boards so appointments to those committees shall not fall under the rotation. Any other board member wishing to attend these particular meetings will not receive pay unless they are requested by the board to attend.
2. The Board may appoint a member or members to form a temporary committee for a specific task, such as a negotiating team or a task force. Examples of this include negotiating a lawsuit or a contract with another entity, or a task force such as the County Recycling Task Force. These committees are considered temporary and all members assigned may be compensated unless Section 4 applies.
3. All board members shall be paid to attend Council of Governance. MTA Ad Hoc Meetings, the Annual MTA Conference, the Annual Road Commission Meeting and the two Road Commission Ad Hoc meetings.
4. The township supervisor, clerk, and treasurer shall not receive any meeting pay for attending meetings during regular township business hours of Monday through Friday 8:30 am to 4:30 pm.
5. Education and professional development of its Board members is important to the Township. All board members shall be allowed meeting pay for up to eight educational sessions/classes/conferences per calendar year. Additional educational sessions and or class attendance may be paid with board approval. Travel expenses shall only be paid for meetings approved for meeting pay under this policy. Meetings attended by the supervisor, clerk or treasurer during township business hours shall be eligible for travel expenses.
6. Travel expenses shall only be paid for meetings approved for meeting pay under this policy. Meetings attended by the supervisor, clerk or treasurer during township business hours shall be eligible for travel expenses.
7. A board member wishing to attend a meeting that does not qualify under this meeting pay policy, may ask the board for permission to be paid for attending said meeting and shall be paid for attendance after a majority of the board approves the request. Board members who have the opportunity to attend a meeting between Board Meetings, may receive

compensation after the fact if approved by a majority of the board present at the Board Meeting,

8. The Board by majority vote may decline to pay some specific meeting attendance requests submitted by any board member if the Board believes the request to be in violation of this policy.
9. Any meeting of the Board is not eligible for additional compensation. This includes all regularly scheduled Board Meetings, special or emergency called Board Meetings and Board Work Sessions.
10. The following is a list of meetings the Board shall assign representatives to attend:
 - Union Township Planning Commission
 - Union Township Economic Development Authority
 - Union Township Sustainability Committee
 - Union Township Intergovernmental Liaison Team
11. The following is a list of meetings the Board may assign a representative to attend:
 - Road Commission regular monthly meetings
 - Isabella County Commission regular meetings
 - City of Mt. Pleasant Board of Commissioners
 - Middle Michigan Development Corporation
 - Saginaw Chippewa Indian Tribe of Michigan (Tribal meetings are not open to the public. This assignment will primarily act in a Liaison capacity)
 - Others to be added from time to time per approval of the Board

Use this evaluation form for discussion at the Board of Trustees Meeting on May 27, 2020.

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 we are 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 its policies more completely?