



BOARD OF TRUSTEES
Regular Meeting
March 27, 2024
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. CLOSED SESSION
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. March Monthly Activity Report
 - C. Planning Commission, EDA, and ZBA updates by Community and Economic Development Director
 - D. Board Member Reports
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – March 13, 2024 – Regular Meeting
 - C. Accounts Payable (No AP run/report for March 27, 2024 meeting)
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports

11. NEW BUSINESS

- A. Discussion/Action: (Nanney) Second Reading of the proposed New Private Road Ordinance
- B. Discussion/Action: (Smith) Fox Meadows and Fox Meadows II Subdivision Certificate of Validity and Resolution #1 Approval
- C. Discussion/Action: (Smith) The American Rescue Plan – State Revolving Fund Grant Agreement
- D. Discussion/Action: (Board of Trustees) Policy Governance 3.3 Board Member’s Code of Conduct

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

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

13. MANAGER COMMENTS

14. FINAL BOARD MEMBER COMMENT

15. ADJOURNMENT

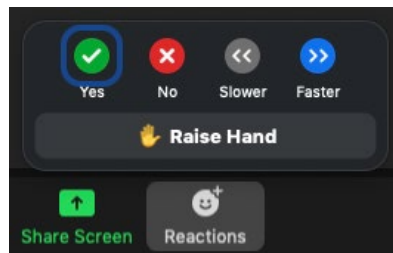
Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

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

[Click here](#) to participate in the Zoom Meeting via computer or smart phone. (Meeting ID Enter “829 4309 7870” Password enter “300757”). Access to the electronic meeting will open at 6:50 p.m. and meeting will begin at 7:00 p.m.

Telephone conference call, dial (312-626-6799). Enter “829 4309 7870” and the “#” sign at the “Meeting ID” prompt, and then enter “300757” at the “Password” prompt. Lastly, re-enter the “#” sign again at the “Participant ID” prompt to join the meeting.

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



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

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

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

Board Expiration Dates

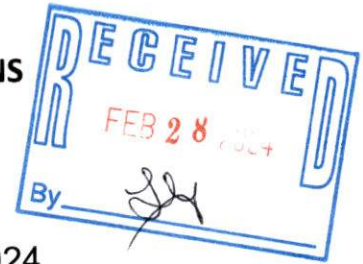
Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	James	Thering	11/20/2024
2-Chair	Phil	Squatrito	2/15/2026
3-Vice Chair	Ryan	Buckley	2/15/2025
4-Secretary	Doug	LaBelle II	2/15/2025
5 - Vice Secretary	Tera	Albrecht	2/15/2024
6	Stan	Shingles	2/15/2027
7	Paul	Gross	2/15/2025
8	Nivia	McDonald	2/15/2026
9	Jessica	Lapp	2/15/2026
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Liz	Presnell	12/31/2025
2 -Vice Chair	Richard	Barz	12/31/2025
3- PC Rep	Ryan	Buckley	2/15/2025
4 -	Lori	Rogers	12/31/2026
5 -	Eric	Loose	12/31/2024
Alt. #1	David	Coyne	12/31/2024
Alt #2	Brian	Clark	12/31/2026
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Bryan	Neyer	12/31/2024
Alt #1	Randy	Golden	12/31/2024
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Joseph	Schafer	12/31/2025
2	Andy	Theisen	12/31/2025
3	William	Gallaher	12/31/2025
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2024
2	John	Dinse	12/31/2025
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2027
2	Lynn	Laskowsky	12/31/2025



Board Expiration Dates

EDA Board Members (9 Members) 4 year term			
#	F Name	L Name	Expiration Date
1-Chair	Thomas	Kequom	4/14/2027
2-VC/BOT Rep	Bryan	Mielke	11/20/2024
3	James	Zalud	4/14/2027
4	Richard	Barz	2/13/2025
5	Robert	Bacon	1/13/2027
6	Marty	Figg	6/22/2026
7	Sarvjit	Chowdhary	6/22/2027
8	Jeff	Sweet	2/13/2025
9	David	Coyne	3/26/2026
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2025
2	vacant seat		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Robert	Sommerville	12/31/2025
Mt. Pleasant Airport Joint Operations and Mgmt Board (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1 - Union Township	Rodney	Nanney	12/31/2026
Mid Michigan Aquatic Recreational Authority (2 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1-City of Mt. Pleasant	John	Zang	12/31/2023
2-City of Mt. Pleasant	Judith	Wagley	12/31/2025
1-Union Township	Stan	Shingles	12/31/2026
2-Union Township	Allison	Chiodini	12/31/2025
1-Mt. Pleasant Schools	Lisa	Diaz	12/31/2024
1-Member at Large	Mark	Stansberry	2/14/2025
2- Member at Large	Michael	Huenemann	2/14/2025

**APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION**



Name: Thomas C. Olver Date: 2/28/2024

Address: 1860 Chadwick Court

Phone (home) _____ (cell) 9892893909 (work) _____

Email: thomas.olver@gmail.com

Occupation: Nonprofit Executive

Please select the board you are applying for:

_____ Zoning Board of Appeals Must be a Union Township Resident

_____ Board of Review Must be a Union Township Resident

X _____ Planning Commission Must be a Union Township Resident

_____ EDA Must meet one of the following qualifications:

_____ Property owner in East or West DDA

X _____ Resident in Union Township

_____ OTHER *Specify Board: _____

Please state reason for interest in above board:

Having been an Isabella County resident for the past 12 years, I would like to engage further in community service. My wife and I recently moved to Union Twp. from Lake Isabella, and are raising four boys here. I'd like to model civic responsibility through active engagement.

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

I studied Public Administration at CMU in the 1990s, and hold a Masters in Philanthropic Studies from Indiana University.

From 2012-2018, I led the local United Way here in Isabella County, and served from 2018-20:

Signature: Thomas C. Olver Date: 2/28/2024



Monthly Report

From: Township Manager

To: Board of Trustees

Month/Year: March 2024

Global Ends

- 1.1 Community well-being and the common good
- 1.2 Prosperity through economic diversity, cultural diversity, and social diversity
- 1.3 Health and Safety
- 1.4 Natural environment
- 1.5 Commerce

Future Board of Trustee Meeting Agenda Items

Finance

Community and Economic Development

- Consideration of an updated Private Road Ordinance for adoption
- Consideration of an updated Sidewalk and Pathway Ordinance for adoption.
- Consideration of a new Parks and Recreation Master Plan
- Consideration of an updated Master Plan
- Consideration of new International Fire Code Ordinance for adoption, which would replace Ordinance No. 2014-05 and would reference the updated fire code to be enforced by the Mt. Pleasant Fire Department in both the city and the Township.
- Consider updates to the Township's ordinance on open burning
- Consider updates to the Noxious Weeds Ordinance No. 1998-5 to improve consistency in applicable regulations of tall grass and weeds
- Consider updates to the Subdivision of Land Ordinance No. 1994-6 for consistency with updates to the state's subdivision plat approval requirements.
- Consider updates to the Land Division Ordinance No. 1997-8 to clarify application requirements and the division, combination, and boundary adjustment approval process.

Public Services

- Lincoln Rd (Broomfield to Deerfield) Participation Agreement with ICRC
- Meridian Rd partner project - Participation Agreement with ICRC

- DWSRF Grant Agreement with State of MI
- Consider amendments to water/sewer ordinance to
 - Consider elimination of REU basis for variable cost billing component and move to actual usage
 - Consider updates due to age of existing Ordinance
- Pump Station #2 Engineering Agreement
- Fox Meadow SA – several action items over the course of a few meetings

Significant Items of Interest Longer Term

Finance

- Implement BS&A Purchase Orders
- Measure and price all exempt properties to better understand impact/volume/ of tax-exempt properties
- Replace vacant Accounting Specialist position
- Prepare a Budget Amendment request form for use by organization

Community and Economic Development

- Building Services Clerk working to coordinate with the file scanning contractor Graphic Sciences to transfer historical zoning/planning/site plan documents and files from the basement for scanning
- Consider ways to maximize the usefulness, readability, and functionality of the Township website’s Announcements, Public Notices, and News features.
- Zoning Administration - The Department Director and Zoning Administrator plan to propose some additional updates to the sign regulations of Zoning Ordinance 20-06 to improve consistency in application and to minimize regulatory conflicts.
- Economic Development – The Department Director will prepare an updated summary document for the website outlining economic development programs and incentives available from the State of Michigan and our DDA Districts for various types of projects.
- When the county’s office situation stabilizes, the Community and Economic Development Director, the County’s Community Development Director, and the City Planner will resume work on creating a unified “regional planning/zoning” theme on the County’s FetchGIS website where County, City, and Township zoning district and future land use maps could be displayed together with other relevant data.
- Economic Development - Possible future airport-related Zoning Ordinance changes to create a separate zoning district for the Mt. Pleasant Airport to expand options for airport-related business activities beyond the scope allowed under the current the AG (Agricultural) district.
- Economic Development - expand information on the Township’s website related to development approval processes and pre-application meeting options to further assist the development community.
- Economic Development - The Community and Economic Development Director and Middle Michigan Development Corporation representatives are continuing to evaluate a potential opportunity to apply for future grant funding from the U.S. Economic Development Administration to help support implementation of expanded industrial/business park development along the US-127 corridor. Depending on eligibility, this grant opportunity would require collaboration with the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe.

Public Services

- WWTP - Sludge Storage Tank installation
- Refurbish Pump Station #10 (2024) 30 + years old

- Upgrade motor controls, level controls & electrical at Pump Station # 2 (2023) 43 years old
- Lining of 19 sanitary sewer manholes that were identified as most critical for completing leak repairs and liners
- Replacement of insulated overhead door at the DPW garage (April / May)
- Meridian Well Site media replacement project to begin.
- Lead and copper service line replacement as identified and continued managing the ongoing Lead & Copper program

Ordinance Enforcement Activities

- 2514 S. Isabella Road. (Liquor Central) - Complaint about removal of required barrier free parking and signage. The owner responded to an initial notice of violation by reinstalling the signage and has hired Bidwell Painting Inc. to stripe the ADA parking spot asap pending weather conditions.
- 386 Bluegrass Road. - Excessively tall grass and junk in the yard. The owner was notified of the violations and has mowed the grass. The owner is working with Township staff to complete the removal of junk from the premises.
- 5401 S. Lincoln Rd. – An 1,800 square-foot detached accessory building constructed without a building permit and in violation of applicable maximum height and maximum 1,500 square-foot floor area requirements. The owner applied for and was granted a height variance in May 2023 contingent upon completion of alterations to reduce the building floor area by 300 square-feet. The owner’s contractor subsequently secured a building permit for the work, which expired on 1/17/2024 with no activity. Civil infraction tickets have been issued to the contractor and owner for violation of the conditions of the approved height variance and failure to correct the Zoning Ordinance violation related to maximum floor area for this accessory building.
- 5339 E. Broadway Rd. – Rental property without required rental housing certification and special use permit for a short-term rental as advertised. The owner has applied for the necessary special use permit and for the required rental certification, which is currently under review by the Planning Commission. If the special use permit is approved, this enforcement matter will be closed.
- Indian Hills Shopping Center - Owner and contractor were notified of a possible violation related to the approved minor site plan for sidewalk, pedestrian access, and parking lot improvements to the Indian Hills Shopping Center property. The owner stated that they will address the issues with management and follow up with the Zoning Administrator. In addition, the Township has received multiple complaints about lighting issues in the parking lot. The owner has been made aware of the complaints and that the parking lot needs to be consistently lit for safety.
- Northeast corner of S. Lincoln Rd. and E. Broomfield Rd. – unlawful contractor’s storage yard and unlawful grading/fill activities without a grading permit. The owner claimed a “grandfathered” status as a legal nonconforming use. A meeting of the parties was held on 12/12/2023. This matter remains under review by the Township Attorney with additional follow-up anticipated.
- 4941 E Valley Rd. – Dilapidated and potentially unsafe dwelling. The owner confirmed that he wants the roof completed but does not have the funds. A contractor is looking into options to help the owner resolve the violations.
- Utility Billing - Processed (252) Penalties/Late Fees in the amount of \$22,521.58. and mailed out (199) Past Due / Shut off notices in the amount of \$128,733.27.

Staff Training, Continuing Education, Compliance and Safety Related Activity

- The Community and Economic Development Director participated in a Michigan Downtowns Association (MDA) event in Lansing and a quarterly MDA Board of Directors meeting.

- The Community and Economic Development Director attended a webinar on planning, zoning, and land development-related caselaw updates
- The Building Official participated in the monthly professional development activities
- Public Service staff attended a BSA User Group Webinar and learned new features in the UB module
- Public Services Dir attended SRF FY2025 Overburdened and Significantly Overburdened Seminar. Completed report and submitted to EGLE for resubmission of CWSRF Project Plan
- The Director meets weekly with the Community and Economic Development Department staff as a group and regularly on an individual basis to provide guidance, coordinate provision of services, ensure good intra- and inter-departmental communication, and identify and resolve issues
- The Rental Inspector conducted site visits with inspections or re-inspections at residential complexes, hotels, various single-family units, and other regulated premises. This would also include inspections of apartment complexes & hotels (fire alarm and sprinkle report reviews).
- The Building Official inspections and follow up continue as needed for the new Isabella County Jail project
- Issuance of a building permit for the Walmart addition
- The Zoning Administrator will publish the annual weed control ordinance notice in the newspaper to confirm that the seasonal enforcement of rules against excessively tall grass and noxious weed growth will begin May 1
- The Building Official provided the following services during the month:
 - 26 Building Inspections
 - 5 Permits issued
 - 5 Certificate of Occupancy
 - 6 FOIA Requests
- Continue updating Lead and Copper Service Line Inventory spreadsheet – ongoing project
- The Public Services Director attended two City of Mt. Pleasant Wellhead Protection Team meetings.
- Tested all pump station alarms (monthly operation and maintenance)
- Monthly cleaning of sanitary sewer mains, manholes, and wet wells throughout Township
- Monthly MOR submitted to EGLE – along with 22 monthly distribution system water sample results
- Submitted annual mercury report to EPA for the WWTP and submitted annual Pollutant Minimization Progress report to EGLE
- Monthly Water reports submitted – no violations
- Monthly Sanitary Sewer reports submitted – no violations
- Monthly maintenance of chlorine injectors and pump tubes
- Monthly fire extinguisher, AED, and eye wash inspections completed.
- Identified 19 sanitary sewer manholes that need liners and leak repairs. A location and info list will be put together for bidding purposes and then out to bid
- Replaced 9 Fire Hydrant heads with no lead heads; raised the Fire Hydrant in front of Morey Courts and repaired leaking fire hydrant on Eland Court

Economic Development Activities

- The Community and Economic Development Director and Township Engineer at Gourdie-Fraser Associates continued work on evaluation and prioritization of infrastructure improvements for potential new industrial/research/business park development along the US-127 corridor in

accordance with the state Rural Readiness Grant awarded to the Township for our Master Plan update project.

- The Community and Economic Development Director received word that the Michigan State Housing Development Authority (MSHDA) has awarded the Township a Housing Readiness Incentive Grant to expand the Township’s Master Plan update project to include a more detailed evaluation of housing needs and priorities.
- During their regular February 20, 2024, meeting, the EDA Board heard a presentation from the current owner of the Petro Plaza property in the Enterprise Industrial Park
- The Community and Economic Development Director continues to have business retention contacts.

Community Development Activities

- The Community and Economic Development Director will complete and distribute a request for qualifications from sign contractors with the capability to design and install a new gateway sign for the East DDA District to be located at the corner of M-20 and S. Summerton Rd. in cooperation with Mid-Michigan College and Consumers Energy, and to design and install new Enterprise Industrial Park signage at the corner of M-20 and Enterprise Dr. The EDA Board will evaluate responding contractors, with the selected finalist(s) to be invited to submit bids for planned projects
- Per the Community and Economic Developer’s direction, the Rental Inspector is using his graphic design and Adobe Illustrator skills to create an up-to-date graphic element for a replacement Union Township gateway banner intended to be posted at the US-127/M-20 interchange. This is part of a set of four (4) “permanent” display banners that are worn and have become faded. This project is a collaboration of the Mt. Pleasant Area Convention and Visitors Bureau, the Middle Michigan Development Corporation, and the Township
- The Community and Economic Development Director and the Township Assessor will be working on developing policy proposals for Board of Trustees consideration to establish updated guidelines for consideration of requests for new or amended Industrial Development Districts and Industrial Facility Tax Exemption (IFTE) applications under Michigan Public Act 198 of 1973, as amended
- A presentation by Dr. Senter and discussion of the final Report of Findings for the 2023 Township survey of residents, which included a substantial number of parks and recreation-related questions was provided to the Board of Trustees and Planning Commission.
- The Township’s engineering consultant at Gourdie-Fraser is in the process of completing preliminary engineering and identification of easements needed to prepare construction plans for new sidewalk projects along the:
 - north side of Pickard Rd. east from S. Lincoln Rd. to the existing sidewalk near Ashland Dr;
 - east side of Bud St. north from E. Pickard Rd. to connect to Jameson Park;
 - east side of S. Isabella Rd. from E. Kay St. south to E. Broadway Rd;
 - west side of Bradley St. from E. Remus Rd. (M-20) north to connect to the Mt. Pleasant Middle School at the City-Township boundary; and
 - south side of E. Bluegrass Rd. from S. Mission Rd. east across the frontage of the Red Lobster parcel to complete a connection to the Indian Pines Shopping Center.
- The Community and Economic Development Director and the Mt. Pleasant City Planner met informally to discuss planning, zoning, and economic development topics of mutual interest
- The Rental Inspector is using his photography skills to capture scenes from around the Township for the purpose of updating the Township website’s photo gallery
- Public Services Director submitted application for AED Grant through the Saginaw Chippewa Indian Tribe and Emergency Operations.

- Public Service Department staff completed final inspections for water and sewer at the new Isabella Citizens for Health facility

Organizational and Stakeholder Support Services

- Assessor working on splits or combinations done in the past which did not get forwarded to the Township or County GIS. All past land changes will need reviewing for correct assessment roll descriptions and will be sent to both GIS departments.
- The Building Services Clerk supported the Community and Economic Development Director and EDA Board and served as contact person for East DDA District service contractors.
- Sharing with contacts about our updated Rental Housing Information webpage, as well as sharing the need to contact the office for items that may need other department insight or approvals.
- The Rental Inspector created a rental flyer to help cut down on the most popular rental violations and has distributed paper and/or digital copies to nearly all of the large apartment complexes and
- The Community and Economic Development Director received a call from a disabled Township resident on Betty Ln. seeking help to resolve a problem with access to the I-Ride buses. In consultation with Isabella County Transportation Commission (ICTC) officials, the source of the problem was identified and corrected. In addition, the Director identified an opportunity to work with a cooperative property owner to potentially secure an easement for construction of a vehicle turnaround area at the end of Betty Ln. Follow up with the Road Commission is planned.
- The Community and Economic Development Director and Building Services Clerk held a pre-season coordination meeting with the leaders of the three (3) baseball/softball leagues. Practices and games are planned to begin in early April, weather-permitting.
- The Community and Economic Development Director participated in the quarterly Sports Committee meeting hosted by the Mt. Pleasant Area Convention and Visitors Bureau to coordinate resources for anticipated sports and other tournament events in the community
- 2084 McDonald Drive. - Complaint regarding drainage issues at this location. During an initial site visit, a bed of rocks was found in the roadside ditch, which appears to impede the flow of water. The Road Commission was notified, and the issue was passed along to their drainage foreman to evaluate, weather-permitting.
- The Building Services Clerk and Administrative Assistant completed the Township's 2nd Annual Care Store Donation Drive
- The Community and Economic Development Director will serve as Chair for the March meeting of the Mt. Pleasant Airport Joint Operations and Management Board.
- Processed (3) ACH Request; (16) Transfers of Service/Final Bills; Prepared (1) Misc. Invoice – Alwood Nursery; Received/Processed (196) miscellaneous service request/work orders/phone calls/general inquiry /billing inquiries/emails/cross connection program inquiries; Prepared and coded department credit card and accounts payable statements/bills;
- 102 Miss Dig underground markings completed throughout Township by Public Services Dept
- Reviewed job applications for Assistant Water Operator Position and reviewed job interview questions, and test for Assistant Water Operator Position
- Prepared and posted seasonal employee job postings internally and to various external sites
- Completed hiring process for new Assistant Wastewater Superintendent position
- Assisted Jamestown Apartments with emergency water shut off to repair leak and boil water notice within apartment complex.

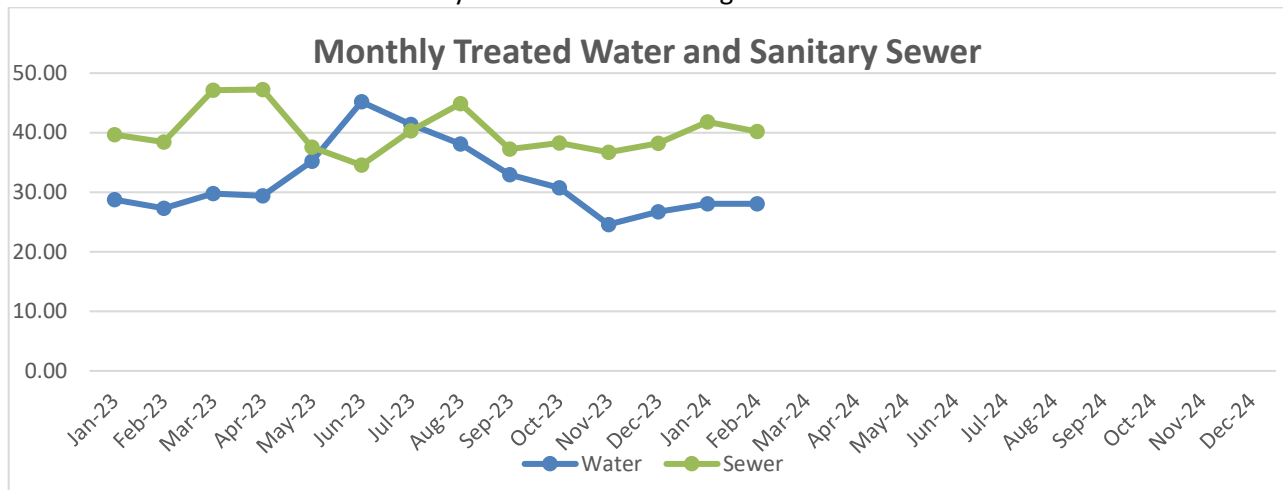
- Public Services staff assisted Township Clerk with moving equipment and set up for February elections
- Provided information to homeowner/contractor completing demolition at 3382 Isabella Road on how to properly cap water service lead.
- The following maintenance activities occurred at the WWTP:
 - Changed packing seals in sludge feed pump.
 - Cleaned polymer contact chamber columns.
 - Rebuild ferric pump 2 (waiting on parts)
 - Conducted Polymer Jar Testing (new polymer trial started 2/28/24)
 - Added battery backups to Tertiary filter panels – still need to add to network.
 - Add new networking switch to tertiary filter building (ongoing)
 - Perform WS-331 Study for Drinking Water QA/QC
- Fox Meadows Special Assessment District: Received Petition, reviewed, and sent to Assessor and Clerk for review and certify; Submitted RFBA regarding Resolution #1
- GIS: Streetlight Project - Completed a streetlight project to develop an East DDA streetlight mapping workspace by creating GIS data layers for streetlight electric distribution lines and poles owned by Union Township's Economic Development Authority. Uploaded a new electric station-code Area of Interest (AOI) layer file to the MISS DIG 811 Damage Prevention Portal.
- GIS: Community and Economic Development - The GIS specialist will be providing water, sewer, parcels, planning, zoning, and other data to Gourdie Fraser, the engineering firm developing a project to help the Township identify infrastructure improvements needed for "potential new industrial/research/business park development along the US-127 corridor"

Miscellaneous

- Assessing fieldwork ongoing with emphasis on inspections to comply with 20% annual reinspection requirements
- February 2024 – Treated Potable Water

Total Month:	25.555 mg
Average Day:	.913 mgd
Max Day:	1.073 mgd
- February 2024 – Treated Sanitary Sewer

Total Month:	40.20 mg
Average Day:	1.39 mgd
Max Day:	1.26 mgd



2024 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting Minutes

A regular meeting of the Charter Township of Union Board of Trustees was held on March 13, 2024, at 7:00 p.m. at the Union Township Hall.

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

Smith moved **Brown** supported to appoint Trustee Thering as Temporary Clerk. **Vote: Ayes: 4 Nays: 0.**
Motion carried.

Roll Call

Present:

Supervisor Mielke, Trustee Brown, Trustee Smith and Trustee Thering

Excused:

Clerk Cody (arrived at 7:06 p.m.) Treasurer Rice and Trustee Bills

Approval of Agenda

Smith moved **Thering** supported to approve the agenda with an amendment to add item C under New Business – 2% Grant Discussion. **Vote: Ayes: 4 Nays: 0. Motion carried.**

Presentation

- a. Frank Engler, Isabella County Commissioner, was available to answer questions about the County.
- b. Dr Mary Senter from CMU gave a presentation of the 2023 Survey of Residents of Charter Township of Union: Report of Findings.

Public Comment

Open: 7:03 p.m.

No comments were offered.

Closed: 7:04 p.m.

***7:06 Clerk Cody arrived**

Reports/Board Comments

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

B. Board Member Reports

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

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

Mielke – gave updates on the Assessment Appeals Training, the March Board of Review Organizational and Appeal meetings.

Consent Agenda

- A. Communications
- B. Minutes – February 28, 2024 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

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

New Business

A. Discussion/Action: (Stuhldreher) Introduction and First Reading for the proposed New Private Road Ordinance

Smith moved **Brown** supported to Introduce and Conduct a First Reading for the proposed New Private Road Ordinance. **Vote: Ayes: 5. Nays: 0. Motion carried.**

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

Discussion by the Board

C. Discussion: (Board of Trustees) 2% Grant Discussion

Discussion by the Board

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open: 9:05 p.m.

Commissioner Engler, 1798 W River Rd., commented on the rise of park attendance during and after COVID-19.

Closed: 9:06 p.m.

MANAGER COMMENTS

- Commented on positive feedback received from the Board of Review Property Tax Assessment Appeal Training.
- The Township Staff will be attending an organizational wide CPR training on April 16th. The Township Hall will be closed from 8:30 a.m. – 1:30 p.m. to allow for the training.

FINAL BOARD MEMBER COMMENTS

Cody – Will be hosting a training for Election Inspectors on March 22nd and 23rd at the Township Hall.

Mielke – Commented on reaching out to the Sheriff to schedule a tour of the new jail in April. Mentioned he will not be at the March 27th Board meeting.

ADJOURNMENT

Smith moved **Brown** supported to adjourn the meeting at 9:10 p.m. **Vote: Ayes: 5. Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)

Charter Township of Union Payroll
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CHECK DATE: March 14, 2024
Pay Period End Date: March 9, 2024

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	39,414.53
Fire Fund		-
EDDA		
WDDA		
Sewer Fund		34,487.68
Water Fund		30,435.59
Total To Transfer from Pooled Savings	\$	104,337.80

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	69,960.03
Employer Share Medicare		965.13
Employer Share SS		4,126.75
SUI		6.43
Pension-Employer Portion		6,071.69
Workers' Comp		370.60
Life/LTD		636.03
Dental		1,220.63
Health Care		23,385.60
Vision		353.00
Vision Contribution		(176.49)
Health Care Contribution		(2,581.60)
Flex Administrators		-
Cobra/Flex Administration		-
PCORI Fee		-
Total Transfer to Payroll Checking	\$	104,337.80

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT



Union Township Report

Date: Tuesday, March 12, 2024



Alarm Date between 2024-03-03 and 2024-03-09

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000147						
		3/5/2024 2:55:00 PM	311	Medical assist, assist EMS crew	ENG 31	2	1
						Total Responding 2	
Union Township	0000149						
		3/3/2024 3:39:16 PM	321	EMS call, excluding vehicle accident with injury	ENG 31	2	1
						Total Responding 2	
Union Township	0000153						
		3/8/2024 10:22:16 PM	311	Medical assist, assist EMS crew	ENG 31	2	1
						Total Responding 2	

	Total Runs 3						Total Responding 6	
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Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All



Union Township Report

Date: Tuesday, March 19, 2024



Alarm Date between 2024-03-10 and 2024-03-16

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000156						
		3/10/2024 10:08:00 AM	352	Extrication of victim(s) from vehicle	ENG 31	2	3
		3/10/2024 10:08:00 AM	352	Extrication of victim(s) from vehicle	POV	6	3
						Total Responding 8	
Union Township	0000157						
		3/10/2024 4:10:29 PM	743	Smoke detector activation, no fire - unintentional	ENG 31	2	1
						Total Responding 2	
Union Township	0000158						
		3/10/2024 9:55:34 PM	311	Medical assist, assist EMS crew	ENG 31	2	1

							Total Responding 2	
Union Township	0000161							
		3/11/2024 11:20:40 AM	440	Electrical wiring/equipment problem, other	ENG 31		2	1
							Total Responding 2	
Union Township	0000162							
		3/11/2024 12:06:34 PM	745	Alarm system activation, no fire - unintentional	C 31		1	1
		3/11/2024 12:06:34 PM	745	Alarm system activation, no fire - unintentional	ENG 31		2	1
							Total Responding 3	
Union Township	0000166							
		3/13/2024 1:07:05 PM	711	Municipal alarm system, malicious false alarm	ENG 31		2	1
							Total Responding 2	

Union Township	0000169						
		3/13/2024 4:50:30 PM	324	Motor vehicle accident with no injuries.	ENG 31	3	1
						Total Responding 3	
Union Township	0000172						
		3/15/2024 12:07:33 PM	324	Motor vehicle accident with no injuries.	ENG 32	2	1
						Total Responding 2	
Union Township	0000173						
		3/15/2024 4:21:00 PM	324	Motor vehicle accident with no injuries.	ENG 32	2	1
						Total Responding 2	
Union Township	0000174						
		3/15/2024 4:15:05 PM	611	Dispatched & canceled en route	ENG 32	2	1
						Total Responding 2	

	Total Runs 10						Total Responding 28

Note: Alarms

1=Duty Crew

2=Paged Off Duty Full-time

3=Paged Paid-on-Call Firefighters

4=Paged All

Responses to Questions

During the review process, questions have been raised about some elements of the proposed ordinance. The following is a summary of responses to these questions:

1. **An appeal process?** In Section 10.0 (Private Road Permit Review Procedures), the proposed ordinance emphasizes that, upon determination that the application satisfies all applicable Township ordinance requirements, *“The Private Road Permit shall be approved by the Planning Commission.”* An appeal process is not warranted for the following reasons:
 - a. This is not a discretionary approval process and the technical/engineering standards of the ordinance are not subjective.
 - b. This is also not a zoning regulation, where actions would be subject per the state Zoning Act to possible appeal to the Zoning Board of Appeals.
 - c. As noted in the updated Section 10.0, an applicant can reapply after a denial at any time.
2. **Use of escrow deposits and performance guarantees?** The escrow deposit and performance guarantee provisions in the proposed ordinance mirror the equivalent provisions in the Zoning Ordinance. Escrow deposits are required to ensure that the Township has funds available to pay for necessary “variable costs” (as defined in the ordinance) during the application review process. Performance guarantees can be required as needed to ensure completion of remaining improvements per an approved development plan, and are most often used by the Township to address seasonal limitations on construction.

Public Notice, Public Meetings, and the Timing of the Second Reading

The following is a summary of public notice and public meetings associated with this proposed ordinance:

Date	Event	Actions
March 13, 2024	Regular meeting of the Board of Trustees	Introduction and First Reading of the proposed ordinance
March 19, 2024	Regular meeting of the Planning Commission	Initial review and discussion of the proposed ordinance - action postponed to 4/16/2024
March 21, 2024	Summary of the proposed ordinance and notice of the date, time, and place of the Second Reading, in accordance with the requirements of the Charter Township Act (Public Act 359 of 1947, as amended).	Posting of the summary, notice, and the proposed ordinance at the Township Hall and on the Township’s website
March 20, 2024		Publication of the summary and notice in The Morning Sun newspaper
March 27, 2024	Regular meeting of the Board of Trustees	Second Reading of the proposed ordinance
April 16, 2024	Regular meeting of the Planning Commission	Completion of review of the proposed ordinance and any recommendations to the Board of Trustees for final action
April 24, 2024	Regular meeting of the Board of Trustees	Consideration of the proposed ordinance for adoption

The Planning Commission reviewed a draft of the proposed ordinance during their regular meeting on March 19, 2024, but did not take action to make a recommendation. Instead, they adopted a motion to

postpone action on the proposed ordinance until their regular April 16, 2024 meeting. Unfortunately, due to the timing of notice publication requirements for The Morning Sun newspaper, this decision was made after the required Notice of the Second Reading had already been scheduled for publication.

With that in mind, the Township Administration recommends that the Board of Trustees proceed with the scheduled Second Reading of the proposed ordinance, but hold off on consideration of the new ordinance for adoption until your regular April 24, 2024 meeting to provide time for the Planning Commission to complete their review and take action on any recommendations.

SCOPE OF SERVICES

Second Reading of the proposed Private Road Ordinance.

JUSTIFICATIONS

Ordinance changes are necessary to resolve limitations that have effected administration and enforcement of the current Ord. No. 2000-09; and to establish maintenance requirements for existing private roads, standards for road names, and provisions for review and approval of Private Road permits.

GOALS ADDRESSED

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

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

Adoption of the proposed Ordinance would help facilitate the effective use of resources (1.0). Consistency in provisions for ordinance administration and enforcement will help to ensures fair and nondiscriminatory code enforcement (1.1.1.2). Proposed design and maintenance requirements for new and existing private roads will help to provide safe and accessible routes for pedestrians, bicyclist, and motorized vehicles (1.3.1), and will help protect the natural resources of the Township (1.4).

COSTS

NA

TIMETABLE

After a Second Reading and adoption by the Board of Trustees, the Ordinance would take effect on the day immediately following publication of the required notice of adoption.

RESOLUTION

To conduct the Second Reading of the proposed Private Road Ordinance.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

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

PRIVATE ROAD ORDINANCE NO. _____

An ordinance adopted under the provisions of the Charter Township Act (Public Act 359 of 1947, as amended, being MCL 42.1 – MCL 42.34) to regulate the construction, maintenance, and use of private roads within the Township; to establish minimum maintenance standards for existing private roads and shared driveways; to provide for the administration and enforcement thereof, and for the establishment of fees, escrow deposits, and performance guarantees to defray the administrative and enforcement costs incident thereto, and to ensure that all required improvements are completed in accordance with approved plans; to ensure that residences and buildings within the Township may be accessible to police and fire protection, ambulance service, and other public services; and for other purposes.

CHARTER TOWNSHIP OF UNION, ISABELLA COUNTY, MICHIGAN HEREBY ORDAINS:

Section 1.0 Title.

This ordinance shall be known and cited as the Private Road Ordinance and herein as “this Ordinance.”

Section 2.0 Purpose and Intent.

Unobstructed, safe, and continuous access to lots is necessary to promote and protect the health, safety, and welfare of the public through police and fire protection, and ambulance service. Such access is necessary to ensure that such services can safely and quickly enter and exit private property at all times. Access to the interior of certain sections within the Township should meet minimum standards and specifications to permit the subsequent upgrading and dedication of such access rights of way to the Road Commission or other road agency with jurisdiction when public dedication is desirable or required.

Section 3.0 Scope.

Every lot in the Township that is improved with a building shall abut a road dedicated to the public or a private road which meets the requirements of this Ordinance and provides access for ingress and egress for all vehicular traffic. No person shall construct, alter, or extend a private road without compliance with this Ordinance. This Ordinance shall also apply to all existing private roads and shared driveways.

The procedures, standards, and specifications of this Ordinance are determined to be the minimum necessary to meet the purpose and intent of this Ordinance.

Prior to the creation of any new private road, extension of an existing road as a private road, or creation of new lot(s) or any increase in the number of lots or number of dwellings to be served for ingress and egress purposes by an existing private road, shared driveway, or shared access easement lawfully established prior to the effective date of this Ordinance, approval of a new Private Road Permit and completion of associated improvements shall be required pursuant to this Ordinance.

Section 4.0 Requirements for Existing Private Roads and Shared Driveways.

Existing shared driveways and existing private roads without a recorded maintenance agreement or that were developed prior to the establishment of this Ordinance shall be maintained by the owners of land abutting to or accessing the private road in accordance with the following minimum requirements:

1. Existing private roads without a recorded maintenance agreement or developed prior to the establishment of this Ordinance shall be maintained by the owners of land abutting to or accessing the private road in accordance with approved development plans and in a manner that ensures that the road remains passable by automobiles and emergency vehicles. Where no approved development plan exists, at a minimum such maintenance shall include proper and adequate drainage, a minimum 15.0-foot-high clear vertical zone over the roadway, and a minimum gravel roadway surface width of 20.0 feet. Existing conditions that exceed these minimum requirements shall not be reduced.
2. Existing shared driveways shall be maintained by the owners of land abutting to or accessing the shared driveway in a manner that ensures that the shared driveway remains passable by automobiles and emergency vehicles. At a minimum such maintenance shall include proper and adequate drainage, a minimum 15.0-foot-high clear vertical zone over the driveway, and a minimum gravel roadway surface width of 12.0 feet. Existing conditions that exceed these minimum requirements shall not be reduced.
3. Any existing private road or shared driveway found by the Fire Department or Township to be in violation of these minimum standards or in a condition that would impair emergency vehicle access shall be in violation of this Ordinance. All owners of land abutting to or accessing a private road or shared driveway shall be jointly and severally responsible for maintenance and for any violations of this Ordinance.

Section 5.0 Road Names.

The following minimum requirements shall apply to the naming of any new private road or the re-naming or re-addressing of an existing private road:

1. Roads shall have names and not simply numbers or letters.
2. No road should change direction by more than 90 degrees without a name change.
3. A road name that is determined by the Planning Commission or County Road Commission to be duplicative, confusing, inappropriate, a public safety concern, or easily mistaken with an existing road or street in Isabella County shall be prohibited.
4. The landowner and applicant shall be jointly and severally responsible for comparing a proposed road name against the master listing of road names maintained by the County Road Commission.
5. The applicant shall be responsible for securing written documentation that the County Road Commission has no objection to the proposed road name.
6. Changing the name or addressing of an existing private road is discouraged due to the potential to adversely impact landowners, visitors, emergency response personnel, and other agencies with jurisdiction. Private road names or addressing changes shall conform to the following:
 - a. The Township may initiate a private road name or addressing change upon determination that the existing name or addressing scheme is deficient from a public safety perspective, or if the Township receives notice from the Mt. Pleasant Fire Department or the Isabella County Sheriff's Office or Emergency Management Department of a public safety deficiency related to the existing road name or addressing. A Township-initiated road name or addressing change shall be subject to Planning Commission review and action, following a public hearing. Notice of the public hearing shall conform to the following requirements:

- (1) Notice shall be posted at the Township Hall, published in a newspaper of general circulation, and sent to all persons to whom real property is assessed that abut the private road not less than thirty (30) days before the date the application will be considered for approval. If the name of the occupant is not known, the term “occupant” may be used in making notification. Notice shall be deemed to be sent by its deposit in the United States mail.
 - (2) The Township shall prepare and retain a list of property owners and occupants to whom notice was mailed or delivered.
 - (3) The notice shall describe the nature of the request; indicate the lots affected by the request, include a listing of existing street addresses; and state when and where the public hearing will occur and where written comments may be submitted concerning the request.
- b. An application for a private road name change by a private party shall follow the same procedures and application information requirements as for a new private road, except that it shall also be required to be accompanied by signed and notarized letters of support from all owners of record for land abutting and accessing the private road. Failure to provide all required documentation shall be grounds for rejection of any name change.

Section 6.0 Maintenance Agreement.

For any new private road subject to the requirements of this Section, or the new extension portion of an existing road, there shall be a recorded private maintenance agreement or restrictive covenant agreement that runs with the land and ensures that the road will be regularly maintained in accordance with the requirements of this Ordinance, an approved Private Road Permit and associated development plans, and any conditions of approval.

1. All owners of land abutting the new private road or new extension portion of an existing road shall be signatory parties to the agreement, which shall be a continuing obligation on the land and any future landowners.
2. At a minimum, the agreement shall specify who will be responsible for road maintenance and improvements, reference the applicable standards, approved plans, and any conditions of private road approval, and describe how the funds for such work will be collected and administered.
3. Owners of land abutting a new private road or an extension portion of an existing road shall agree to indemnify and hold harmless the Township and its representatives from any and all claims for personal injury and property damage arising out of the use of the private road.
4. A disclosure statement shall be placed in the agreement informing the purchaser that the road abutting or servicing the parcel is private and is not required to be maintained by any government agency.

Section 7.0 Special Assessment District.

The owner(s) of land served by a private road subject to the requirements of this Ordinance may file petition(s) with the Township in accordance with established procedures and requirements to request establishment of a special assessment district for maintenance of the private road in accordance with applicable state statutes. This may be done concurrently with an application for Private Road Permit approval under this Ordinance and shall be further subject to the following:

1. The owner(s) of land served by the private road shall be responsible for arranging for and completing all necessary construction, maintenance, improvement, or alteration of the road that may be performed with funds collected through a special assessment district.
2. The Township and any state or county road authority with jurisdiction are not responsible for damages resulting from the construction, maintenance, improvement, or alteration of private roads that may be performed with special assessment district funds.
3. The Township is not responsible for construction, maintenance, improvement, or alteration of private roads that may be performed with special assessment district funds.

Section 8.0 Optional Pre-Application Meeting(s).

An applicant may request a pre-application meeting with Township staff or the Planning Commission for the purpose of discussing conceptual plans, submittal requirements, review procedures, and approval standards. Any required fee for this meeting shall be paid to the Township at the time of the meeting. Conceptual plan comments shall be advisory only.

Section 9.0 Required Application Information.

At a minimum, the application for a Private Road Permit shall include the following:

1. Name, address, telephone number, and email address for the applicant and owners of record, along with proof of ownership.
2. The applicant's interest in the property, and if the applicant is not the owner of record, a signed authorization of the owner(s) for the application.
3. Survey drawings and development plans prepared and sealed by a land surveyor or civil engineer registered in the State of Michigan and drawn to a standard engineer's scale of 1:10, 1:20, 1:30, 1:40, 1:50, or 1:100 as appropriate for the scope of the project and legibility at the submitted sheet size, which shall include the following details:
 - a. Legal description(s), address(es), and tax parcel number(s), legal descriptions of the private road right-of-way and of each lot to be served by the road, and the names and addresses of all persons or parties owning an interest in the title to the lots and right-of-way area.
 - b. A detailed description of the scope and extent of the project.
 - c. Outline of existing and proposed road rights-of-way, and dimensions and bearings thereof.
 - d. Existing and proposed topographic contours at two (2) foot intervals.
 - e. Locations, layout, dimensions, and gross and net land area for existing and proposed lots.
 - f. Soil characteristics and wet areas; trees; streams and all bodies of water.
 - g. Location of existing drainage patterns, drain tiles, pipelines, culverts, and utilities, with notes regarding their preservation or alteration.
 - h. Details of existing natural features on the site, including water courses, regulated wetlands, floodplains, woodlands, and any additional features uniquely affecting the site; with indications of features to be preserved, removed, or altered; and with mitigation measures as required per state law or Township ordinances.

- i. Location and outline of existing buildings and driveways.
 - j. A standard cross-section detail of the proposed private road.
 - k. Plan and profile drawings and of the proposed improvements clearly showing materials, grades, dimensions, and cut and fill areas.
 - l. For alteration or extension of an existing private road, also include the location, extent, and dimensions of the existing road right-of-way and driving surface, drainage improvements, and a cross-section detail of the existing road.
4. A complete statement of all existing and proposed private road terms and conditions, including but not limited to copies of all agreements or intended agreements regarding responsibilities and funding for future maintenance and improvements of the right of way and roadway.
 5. The proposed road name, along with documentation from the County Road Commission that it has no objection to the proposed name.
 6. Special assessment district information, if proposed.
 7. For lots and dwellings located outside of the service area for publicly-owned and operated water supply and sanitary sewerage systems, documentation shall be provided from the Central Michigan District Health Department that all lots and dwellings can be adequately served by individual private well and septic systems.
 8. Other information as requested by the Planning Commission to verify compliance with the requirements of this Ordinance and other applicable Township ordinances or state statutes.

Section 10.0 Private Road Permit Review Procedures.

Applications for Private Road Permit approval shall be subject to Planning Commission review and approval in accordance with the following procedures:

1. **Applicant eligibility.** The application shall be submitted by the owner of an interest in the land for which the Private Road Permit approval is sought, or by the owner's designated agent. If the applicant is not the owner of the property, the applicant shall submit a notarized statement signed by the owner(s) consenting to the application.
2. **Application filing and eligibility.** Application shall be made by filing with the Township at least eight (8) paper copies and two (2) digital copies (in a format compatible with Township systems) of a complete and accurate application, along with the required review fee and escrow deposit. Applications submitted without the required fee or escrow deposit, or found by the Township Engineer, Township Planner, or Planning Commission to be incomplete or inaccurate shall be returned to the applicant without further consideration.
3. **Coordination of development review.** Where an application under this Ordinance is associated with an application for subdivision plat approval, condominium subdivision plan approval or site plan approval under another Township ordinance, the reviews may take place concurrently provided that all applicable Township ordinance procedures and requirements are fully satisfied.
4. **Technical review.** Prior to Planning Commission consideration, the application materials shall be distributed to the Township Engineer, Township Planner, and Zoning Administrator for review and comment. The Planning Commission may also request comments from the Township Attorney, other Township consultants, or outside agencies with jurisdiction.

5. **Planning Commission consideration and action.** Subsequent to the technical review, the Planning Commission shall review the application and plans, together with any reports and recommendations. The Planning Commission is authorized to approve, approve subject to conditions, postpone action on, or deny the Private Road Permit as follows:
 - a. **Approval.** The Private Road Permit shall be approved by the Planning Commission upon determination that the application is administratively complete, that all necessary information has been provided, and that the application satisfies all applicable Township ordinance requirements necessary for Permit approval.
 - b. **Approval subject to conditions.** The Planning Commission may approve a Private Road Permit subject to reasonable conditions as it deems necessary to ensure the standards of this Ordinance and other applicable Township ordinances are satisfied.
 - c. **Postponement.** Upon determination by the Planning Commission that a Private Road Permit application is not sufficiently complete for approval or denial, failure of the applicant to attend the meeting, or upon request by the applicant, the Planning Commission may postpone consideration until a later meeting.
 - d. **Denial.** Upon determination that a Private Road Permit application is not in compliance with the requirements or standards of this Ordinance or would require extensive modifications to comply with these standards, the Private Road Permit shall be denied. If a Private Road Permit is denied, a written record shall be provided to the applicant listing the findings of fact and conclusions or reasons for such denial. Failure of the applicant to attend two (2) or more meetings shall be grounds for the Planning Commission to deny the Private Road Permit.
6. **Recording of Planning Commission action.** Planning Commission action on the Private Road Permit shall be recorded in the Planning Commission meeting minutes, including the name, description, and location of the project; the findings of fact and conclusions or grounds for the Planning Commission's action; and any conditions of approval.
7. **Reapplication.** If an application is denied, the applicant may submit a new Private Road Permit application for the same premises at any time, provided that documentation of new information or material changes in the application, road plans, site conditions or other factors relevant to the reasons for the previous denial are submitted with the new application for consideration.
8. **False statements.** Statements in an application or supporting documentation that are based on deceit or falsity shall render any such application void. Any permits issued on the basis of such false statements shall be revoked.

Section 11.0 Expiration and Extension.

An approved Private Road Permit under this Ordinance shall expire and be of no effect unless:

1. Within 545 calendar days following the date of approval, construction has begun in accordance with the approved Permit; and
2. Within 910 calendar days following the date of approval, all required improvements have been completed in full conformance with the approved Permit and any conditions of approval.
3. The Planning Commission may, at its discretion and upon written request and showing of good cause by the applicant, grant an extension of Permit approval for up to an additional 365 calendar days, provided that site conditions have not changed in a way that would affect the character,

design or use of the site, and that the approved Permit plans remain in conformance with applicable provisions of this Ordinance.

Section 12.0 Outside Agency Permits and Approvals.

The applicant for Private Road Permit approval shall be responsible for obtaining all necessary permits or approvals from applicable outside agencies, including but not limited to the Fire Department, state or county road authority with jurisdiction, Isabella County Transportation Commission, Isabella County Soil Erosion and Sedimentation Control, Township Engineer for Stormwater Management Permit approval, and Township Public Services Department for water and sewer utility approval where applicable. The applicant or landowner shall be responsible for submitting copies of all required outside agency permits and approvals to the Township Planner prior to the start of construction.

The Township Planner shall have authority to accept Permit incidental Private Road Permit plan changes to conform to outside agency requirements or determined necessary during construction due to unanticipated site constraints. Changes determined by the Township Planner to be more than incidental shall be subject to Planning Commission review and approval of an amended Private Road Permit following the same procedure and requirements as applied to the original application.

Section 13.0 Recording of Rights-of-Way and Maintenance Agreements.

The applicant for Private Road approval and owner(s) of land served by the private road shall be jointly and severally responsible for recording all private road rights-of-way and maintenance agreements with the County Register of Deeds, and for furnishing paper and digital copies (in a format compatible with Township systems) of the recorded documents to the Township Planner prior to the issuance of the certificate of completion per Section 15.0 (Inspections).

Section 14.0 Private Road Standards and Specifications.

The following standards and specifications shall apply to private roads in the Township:

1. **Minimum specifications by type of private road.**

Specifications	Minimum Specifications for Private Roads		
	Serving up to Eight (8) Lots	Serving Nine (9) or More Lots	
Minimum road right-of-way width	66.0 feet	The private road shall fully conform to the Isabella County Road Commission's residential road standards	
Minimum sub-base	6.0 inches in depth of compacted sand spread to a sufficient width to extend to the front slope of the roadside ditch		
Minimum base for gravel surface	Crushed limestone or processed road gravel (MDOT 22A or 21AA or equal as accepted by the Township Engineer):		
	6.0 inches in depth in two (2) equal courses, each compacted to 24.0 feet wide		
Minimum base for paved surface	Same materials as for a gravel surface: 8.0 inches in depth in two (2) equal courses, each compacted to 24.0 feet wide		
Roadway pavement	Not required. If proposed, then 3.0 inches in depth in two (2) equal lifts of bituminous aggregate MDOT 1100 or E mixes-20AA at least 20.0 feet wide		
Minimum turnaround area and the terminus of the private road	75.0-foot radius right-of-way with a 55.0-foot outside radius roadway surface		
Roadside ditches:	Ditches shall be of width, depth, and grades to provide for adequate and positive drainage, subject to the following standards:		
Minimum grade	0.5%		
0.5% to 4.0% grade	sod or otherwise stabilize		
4.1% and steeper grade	rip-rap		
Front and back slopes	1 on 4 or flatter		
Roadway Grade	Minimum		0.5%
	Maximum		6.0%
Minimum Roadway curves	Horizontal		230.0-foot centerline radius
	Vertical	100.0 foot long for changes in gradient of 2% or more	

2. **Additional specifications for all private roads.** The following additional specifications shall apply to all private roads:
 - a. The roadway surface and turnaround area shall be centered in the right-of-way.
 - b. Underground crossroad drainage shall be provided where the right-of-way crosses a stream or other drainage course, subject to Township Engineer acceptance.
 - c. The right-of-way and roadway shall be adequately drained so as to prevent flooding or erosion of the roadway. Where required, ditches shall be located within the right-of-way. Roadway drainage shall be constructed so that the runoff water shall be conveyed to existing watercourses or water bodies. The discharged water shall not be cast upon the land of another property owner unless the water is following an established watercourse. Connection to county drains shall be approved by the Isabella County Drain Commissioner's Office. Connection to public road ditches shall be approved by the state or county road authority with jurisdiction.
 - d. The private road's name assignment and installation and maintenance of road signs shall conform to the Michigan Manual of Uniform Traffic Control Devices and the standards and assignment procedures of the state or county road authority with jurisdiction.
 - e. The right-of-way shall provide for ingress, egress, drainage, and installation and maintenance of public and private utilities.
3. **Additional specifications for private roads serving nine (9) or more lots.** To establish an integrated road network in the Township, the following additional specifications shall apply to all new private roads and extensions of existing private roads serving nine (9) or more lots:
 - a. They shall be connected to adjacent public and private roads, and stub road ends and road rights-of-way shall be provided to the lot boundaries of adjacent land at suitable locations for future road connections, subject to Planning Commission approval. Road ends shall be marked and barricaded per County Road Commission standards for local public streets, with details shown on the Private Road Permit plan.
 - b. They shall provide for at least two (2) means of vehicular ingress and egress to each lot served by the private road. This requirement can be satisfied through a boulevard-style divided roadway connection to the public road, subject to approval from the state or county road authority with jurisdiction and acceptance of the design and proposed boulevard length by the Fire Department and Planning Commission.

Section 15.0 Inspections.

All required improvements shall be inspected by the Township Engineer at various stages of construction. The Township Engineer shall make a final inspection upon completion of construction and shall report the results of the final inspection to the Township Planner in writing. The applicant's engineer shall certify to the Township Engineer before the final inspection that the required improvements were made in accordance with this Ordinance and all approved plans and conditions of Permit approval. A letter of completion by the Township Engineer shall be delivered to the Township Planner and applicant upon satisfactory completion of the work and receipt of all required documentation per Section 13.0 (Recording of Rights-of-Way and Maintenance Agreements).

The costs of inspection, including compensation for the Township Engineer, shall be paid from an inspection escrow deposit submitted by the applicant prior to the start of construction. The Township and the applicant will be notified upon expenditure of seventy-five percent (75%) of the escrow deposit.

If additional funds are necessary to complete the required activities, the Township Engineer will provide the Township and the applicant with an estimate of the amount. If additional funds are required, those funds shall be paid prior to issuance of the letter of completion.

Section 16.0 Building Permits.

Except as follows, a building permit shall not be issued for any building on a lot subject to the provisions of this Ordinance unless a letter of completion for the private road shall have been received by the Township Planner, as provided for in Section 15.0 (Inspections) of this Ordinance. A building permit may be issued prior to the issuance of a certificate of completion upon recommendation by the Township Engineer and upon deposit with the Township of a performance guarantee in an amount sufficient to guarantee completion of the remaining required improvements pursuant to a Private Road Permit and associated development plan approved in accordance with the requirements of this Ordinance.

Section 17.0 Fees and Escrow Deposits.

The Township Board shall have the authority to set all fees for permits, applications, and requests for action pursuant to the regulations set forth in this Ordinance. The Township may also require an applicant to deposit funds in escrow with the Township to defray anticipated variable costs and expenses incurred by the Township for application reviews and inspections. No action shall be taken on any application or appeal until all applicable fees and escrow deposits have been accepted by the Township. Escrow deposit funds shall be managed by the Township consistent with the following:

1. The funds will not be deposited in an interest-bearing account.
2. The escrow deposit shall be held in the applicant's name and shall be used solely to defray applicable variable costs and expenses.
3. Upon request by the applicant, the Township shall provide copies of any written reports and statements of variable costs and expenses.
4. The Township shall provide a written request to the applicant for an additional escrow deposit if at any time the sum on deposit appears insufficient to cover anticipated costs and expenses.
5. The applicant shall promptly deposit additional funds in accordance with the written request from the Township. If additional funds are not promptly deposited, the Township may issue a stop work order, postpone action on the application, or cease to process the project.
6. Sums remaining after final action on the application and inspections, and after all of the Township's variable costs and expenses have been deducted, shall be returned to the applicant.

Section 18.0 Performance Guarantees.

To ensure compliance with the provisions of this Ordinance and any conditions imposed thereunder, the Planning Commission or Township Planner may require that a performance guarantee be deposited with the Township to insure faithful completion of required improvements consistent with an approved Private Road Permit plan. The performance guarantee shall meet the following requirements:

1. The performance guarantee shall be in the form of an insurance bond, an irrevocable bank letter of credit, or cash escrow. The performance guarantee shall not have an expiration date and shall include a provision that calls for notification of the Township at least ninety (90) calendar days prior to any cancelation. If the applicant posts a letter of credit, the credit shall require only that the Township present the credit with a sight draft and an affidavit signed by the Township

Manager attesting to the Township's right to draw funds under the credit. If the applicant posts a cash escrow, the escrow instructions shall provide that the escrow agent shall have a legal duty to deliver the funds to the Township whenever the Township Manager presents an affidavit to the agent attesting to the Township's right to receive funds, whether or not the applicant protests that right.

2. The performance guarantee shall be submitted at the time of issuance of the Private Road Permit or prior to the start of construction, except in cases where the guarantee is intended to insure completion of limited number of remaining details by a specific deadline date that the Township Planner has determined to not impede allowing the road to open for use prior to full completion of construction. If appropriate based on the type of performance guarantee submitted, the Township shall deposit the funds in an account in a financial institution with which the Township regularly conducts business.
3. The amount of the performance guarantee shall be sufficient to cover the estimated cost of the improvements for which the performance guarantee is required. The applicant may provide an itemized schedule of estimated costs to complete all such improvements. The exact amount of the performance guarantee shall be determined by the Township Planner.
4. The performance guarantee shall not be returned to the applicant unless a letter of completion for the private road shall have been received by the Township Planner, as provided for in Section 15.0 (Inspections.) of this Ordinance.

Whenever required improvements are not installed or maintained within the time stipulated or in accordance with the standards set forth in this Ordinance, the Township may complete the necessary improvements itself or by contract to an independent developer, and assess all costs of completing said improvements against the performance guarantee. Prior to completing said improvements, the Township shall notify the owner and applicant responsible for completion of the required improvements.

Section 19.0 Violations and Penalties.

The standards and requirements of this Ordinance reflect obligations to the community at large. It shall be the duty of the property owner and all persons having responsibility for the construction, alteration, or extension of a private road to verify that such work is not in violation of this Ordinance. Persons having responsibility for work in violation of this Ordinance shall be deemed responsible for such violations to the same extent as the property owner.

1. **Violations.** Any person, firm, corporation, or agent, or any employee, contractor, or subcontractor of same, who fails to comply with any of the provisions of this Ordinance or any approved Private Road Permit plan or conditions of approval, or who impedes or interferes with the enforcement of this Ordinance by a Township ordinance enforcement official, shall be deemed to be in violation of this Ordinance subject to issuance of a municipal civil infraction and other measures allowed by law. The imposition of any fine or other penalty shall not exempt the violator from compliance with this Ordinance.
2. **Correction periods and stop work orders.** All violations shall be corrected within thirty (30) days following the receipt of an order to correct from a Township ordinance enforcement official. The ordinance enforcement official may do one or more of the following:
 - a. Grant an extension of up to 180 days upon determining that the additional time is necessary for correction.

- b. Require the immediate correction of a violation upon determining that the violation presents an imminent peril to life or property.
 - c. Issue a stop work order to halt all construction activities or usage pending the resolution of the alleged violation.
 3. **Penalties and remedies.** The violator shall be subject to any or all of the following penalties and remedies:
 - a. **Civil infraction notice.** Civil infraction notices shall be administered and fines imposed per the Township’s Municipal Ordinance Violations Bureau Ordinance. The violator shall be responsible for a municipal civil infraction for which the Township shall impose a fine per the established Township fee schedule for each violation.
 - b. **Civil infraction citation.** Civil infraction citations shall be administered and fines imposed per the Township’s Municipal Ordinance Violations Bureau Ordinance. The violator shall be responsible for a municipal civil infraction for which the court may impose a civil fine of not less than \$100.00 nor no more than \$10,000.00 per day of violation plus all costs, direct or indirect, which the Township has incurred in connection with the violation, including the Township’s attorney fees.
 - c. **Injunctive relief.** The Township may commence civil suit seeking injunction, specific performance, mandamus, abatement or other appropriate proceedings to prevent, enjoin, abate or remove any violations of this Ordinance. In the event the Township commences civil suit pursuant to this Section and it is determined that a violation has occurred, in addition to any other remedies to which the Township shall be entitled, it shall also be entitled to recover from the violator its actual attorney fees and costs incurred in enforcing provisions of this Ordinance. A petition for injunctive relief shall in no way relieve the violator of any and all criminal or civil liability associated with the violation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, any other actions by the Township against the violator.
 4. **Public nuisance per se.** Any construction, expansion, alteration, or maintenance of or site preparation for a private road in violation of this Ordinance is hereby declared to be a nuisance per se, and may be abated by order of any court of competent jurisdiction.
 5. **Rights and remedies preserved.** Any failure or omission to enforce the provisions of this Ordinance, and failure or omission to prosecute any violations of this Ordinance, shall not constitute a waiver of any rights and remedies provided by this Ordinance or by law, and shall not constitute a waiver nor prevent any further prosecution of violations of this Ordinance.

Section 20.0 Definitions.

Whenever used in this Ordinance, the following words and phrases shall have the meaning ascribed to them in this Section:

Building. Any structure, either temporary or permanent, having a roof or other covering and used or built for the shelter or enclosure of persons, animals, or property or materials of any kind. A building shall not include such structures as signs, fences, or smokestacks, but shall include structures such as storage tanks, grain elevators, coal bunkers, or similar structures.

Building Permit. A document issued by the authorized agent for the Township in accordance with the State Construction Code adopted and enforced by the Township, which authorizes the holder to construct, enlarge, or alter a building on a particular lot.

Driveway. A private lane, designed primarily for use by vehicles, which connects a house, garage, or other buildings with the road.

Enforcement Official. The person or persons designated by the Township as being responsible for enforcing and administering requirements of this Ordinance.

Fixed Costs and Expenses. Monetary charges incurred by the Township that are generally shared by all functions performed under the authority of this Ordinance, including costs for telephone, copy services, supplies, equipment, utilities, per diem-hourly-salary expenses, and facility construction, maintenance and repair.

Fire Department. The Mt. Pleasant Fire Department.

Lot. A tract of land that (1) is of sufficient land area to satisfy the requirements of this Ordinance for maximum lot coverage and minimum lot area; (2) is of sufficient land area to provide the minimum buildable area, yard setbacks, and any other open space as required by this Ordinance for a principal building or a group of such buildings and accessory buildings, or utilized for the principal use and uses accessory thereto, as allowed in the zoning district; and (3) has direct frontage on and access to a public or private road right-of-way. A condominium unit established under the Condominium Act, parcel created under the Land Division Act, and any other lot of record shall be a "lot" for purposes of this Ordinance only if the physical characteristics of the unit, parcel or lot of record include all three elements of this definition.

Pavement or Hard Surface. Plant-mixed bituminous material, concrete, or similar durable materials approved by the Township.

Performance Guarantee. A financial guarantee to ensure that all improvements, facilities, or work required by this Ordinance will be completed in compliance with the Ordinance, regulations, and approved plans and specifications.

Planning Commission. The Planning Commission for the Charter Township of Union, Isabella County, Michigan, as established under the Michigan Planning Enabling Act and the Michigan Zoning Enabling Act.

Private Road. Any road or street that is privately maintained and has not been accepted for maintenance by the Isabella County Road Commission, the State of Michigan or the federal government, but is subject to approval by the Township.

Private Road Permit. A right of way authorization issued pursuant to this Ordinance for construction, alteration, or extension of a private road.

Road or Street. Any public or private thoroughfare or right-of-way, other than a public or private alley, dedicated to or designed for travel and access to any land, lot or parcel whether designated as a thoroughfare, road, avenue, highway, boulevard, drive, lane, place, court, or any similar designation.

Road Commission. The Isabella County Road Commission.

Shared Driveway or Easement, Existing. A private way, lawfully established, which affords principal means of access to more than one lot or dwelling, but that was not approved as a private road under Township ordinances.

Township. Charter Township of Union, Isabella County, Michigan.

Township Board. The Supervisor, Clerk, Treasurer, and Trustees of the Charter Township of Union, Isabella County, Michigan.

Township Engineer. The person(s) or firm designated by the Township to advise on drainage, grading, paving, stormwater management and control utilities, and other related site engineering and civil engineering issues. The Township Engineer may be a consultant or Township employee.

Township Planner. The Director of the Township’s Community and Economic Development Department or the Director’s designee with responsibility to advise the Township administration, Township Board, Planning Commission, and Zoning Board of Appeals on planning, zoning, land use, housing and other related planning and development issues.

Variable Costs and Expenses. Monetary charges incurred by the Township that do not meet the definition of fixed costs and expenses, including items which vary depending upon the scope of the project, such as advisory services from the Township Engineer, Township Attorney, or other Township consultants, attorney fees, inspection costs, recording fees, and testing or laboratory costs.

Zoning Administrator. The Director of the Township’s Community and Economic Development Department and any person, persons or firm as delegated by the Director to have responsibility for administration and/or enforcement of the provisions of this Ordinance.

Section 21.0 Severability.

All sections, terms, provisions or clauses of this Ordinance shall be deemed independent and severable. Should a court of competent jurisdiction hold any section, term, provision or clause void or invalid, all remaining sections, terms, provisions and clauses not held void or invalid shall continue in full force and effect.

Section 22.0 Repeal.

All Ordinances or parts of Ordinances in conflict with this Ordinance, including Private Road Ordinance No. 2000-09, are hereby repealed, except that this Ordinance shall not be construed to repeal any provision of the Township’s Zoning Ordinance.

Section 23.0 Publication.

The Clerk for the Township shall cause this Ordinance to be published in the manner required by law.

Section 24.0 Effective Date.

This Ordinance was adopted by the Township Board on _____, 2024, after a first reading by the Township Board of Trustees on March 13, 2024, and publication after such first reading as required by Public Act 359 of 1947, as amended. This Ordinance shall become effective immediately upon publication of a summary of the ordinance and notice of adoption in a newspaper of general circulation in the Township.

estimate, the same shall be filed with the Township Clerk and made available for presentation at the first of two public hearings

Once the cost estimates have been completed and received from the Isabella County Road Commission, 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 cost estimates are to be given to the Township Clerk and made available for public inspection prior to the first public hearing.

SCOPE OF SERVICES

Establishment of a Paving Special Assessment District for Fox Meadows Estates and Fox Meadows Estates II Subdivisions for the completion of a mill and Ultra-thin (1”) overlay on Hunters Trail, Brittany Drive, Stoney Creek Lane, and Meadow Drive.

JUSTIFICATION

It is recommended that the Township Board of Trustees accept the Certificate of Validity and adopt Fox Meadows Estates and Fox Meadow Estates II Subdivisions Paving Special Assessment District Resolution #1. Upon acceptance of the Certificate and adoption of the Resolution, the next step in the process can be initiated. This step is the request of a formal cost estimate from the Isabella County Road Commission. The formal cost estimate will be then be presented at the first of two public hearings.

PROJECT IMPROVEMENTS

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

- Community well-being and common good
- Safety

COSTS

TBD

PROJECT TIME TABLE

2024 Construction

RESOLUTION

It is Resolved to accept the Certificate of Validity and Adopt the Fox Meadows Estates and Fox Meadow Estates II Paving Special Assessment District Resolution #1 for the establishment of a Paving Special Assessment District for Fox Meadows Estates and Fox Meadow Estates II Subdivisions.

Moved by _____ Seconded by _____

Yes:
No:
Absent:

CERTIFICATE

To the Clerk and Township Board:
Charter Township of Union
Isabella County, Michigan

Dear Officials:

This is to certify that I, Bryan Mielke, the supervisor and assessing officer of The Charter Township of Union, Isabella, County, Michigan, being the person having charge of the assessment roll of said township have checked the attached petition for Fox Meadows Estates and Fox Meadows Estates II Subdivision Paving Special Assessment District and I do hereby certify that said petition has been signed by the record owners of 90.02 percent of the total frontage within the boundaries as described upon the petition.

I further certify that the total road frontage within the district equals 6075.92 lineal feet.

I do hereby certify that the assessment roll and all assessment records have been verified with the records of the Register of Deeds for Isabella County, as to the record owners of all property within the Township of Union and within the area set forth in said Petition on the day of filing the Petition.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bryan Mielke", is written over a solid horizontal line.

Bryan Mielke - Supervisor, Charter Township of Union



Charter Township of Union Paving Special Assessment District: Fox Meadows I & II Subdivision

PID	PropertyAddress	Owner
14-010-10-002-01	3170 HUNTERS TRAIL	FORSYTHE DAVID A & MIRIAM G
14-010-10-002-10	3160 HUNTERS TRAIL	BACKUS ROBERT M & KATHLEEN A
14-010-10-002-06	STONEY CREEK LN	FOX MEADOWS ESTATES HOMEOWNERS ASSN
14-010-10-002-07	1025 STONEY CREEK LN	WRIGHT JOHN P & MARTIN SUE ANN
14-010-10-002-08	1059 STONEY CREEK LN	DEJONG BRIAN & EMILY
14-070-00-002-00	1032 STONEY CREEK LN	CARRIER GLENN W & JENNIFER M
14-070-00-004-00	1083 STONEY CREEK LN	MOORE THOMAS J & GAIL A
14-070-00-005-00	1111 STONEY CREEK LN	KAUFMAN JASON & GINGER
14-070-00-006-00	1139 STONEY CREEK LN	SUPKA DEBORAH LIVING TRUST
14-070-00-007-00	1173 STONEY CREEK LN	HYAMES JEFFREY E & JENNIFER A TRUST
14-070-00-008-00	1181 STONEY CREEK LN	TOMASIK ADAM C & JANICE M
14-070-00-011-00	1178 STONEY CREEK LN	SHANER JAMES M & TOMMY
14-070-00-012-00	3145 HUNTERS TRAIL	SCHISA JENNIFER & DEMATTEI CORDELL
14-070-00-013-00	3121 HUNTERS TRAIL	WINTER NANCY L TRUSTEE OF TRUST
14-070-00-014-00	3089 HUNTERS TRAIL	HORTON JAMES H II & SANDRA L
14-070-00-015-00	3106 HUNTERS TRAIL	SHAIKH ZUBAIR AHMED
14-070-00-016-00	3070 HUNTERS TRAIL	POWELL ROBERT & EMMA
14-070-00-017-00	1068 STONEY CREEK LN	TARBELL ERIK & ROBISON COREY
14-070-00-018-00	1096 STONEY CREEK LN	HINE GENE F & KELLIE ANN
14-070-00-019-00	1114 STONEY CREEK LN	DUCHARME JEFFREY J & LISA D
14-070-00-020-00	1148 STONEY CREEK LN	IKEKHUAH CHRISTIAN EHIMEN
14-070-00-021-00	1151 MEADOW DR	MELTON JAMES H JR & TAMARA L
14-070-00-022-00	1129 MEADOW DR	LANNEN TIMOTHY F & JUDY M
14-070-00-023-00	1105 MEADOW DR	WEIS KRISTOPHER N & KRISTINE A
14-070-00-024-00	1110 MEADOW DR	BARZ MARY CATHERINE REV TRUST
14-070-00-025-00	1140 MEADOW DR	DICKINSON RANDY J & CHERIE L
14-070-00-026-00	1168 MEADOW DR	SOHNS WES & MAKENZIE
14-070-00-027-00	1188 MEADOW DR	REETZ DAVID J & MARY C
14-070-00-032-00	3026 BRITTANY DR	WALLACE THOMAS J & LEIGH M
14-070-00-033-00	3021 BRITTANY DR	BISHOP DANNY & RAYNER CHERI
14-070-00-034-00	3047 BRITTANY DR	GRANT MICHAEL R & CECILIA M
14-070-00-035-00	3071 BRITTANY DR	OUELLETTE DOUGLAS J & AMY
14-070-00-036-00	3095 BRITTANY DR	SMITH MICHAEL R & CARRIE E
14-070-00-037-00	BRITTANY DR	NOVAK TROY & SHANNON
14-070-00-038-00	3139 BRITTANY DR	CUDJOE ERNEST A & GIFTY A
14-070-00-039-00	3157 BRITTANY DR	HEINTZ MICHAEL B
14-070-00-040-00	BRITTANY DR	FEIGHT KURT TRUST & JULIE TRUST
14-070-00-041-00	3213 BRITTANY DR	FEIGHT KURT TRUST & JULIE TRUST
14-070-00-042-00	3184 BRITTANY DR	SCHERR KYLE & AMANDA TRUST
14-070-00-043-00	3166 BRITTANY DR	MAHOKEY JASON & JOERIN O'LEARY
14-070-00-044-00	3124 BRITTANY DR	VEILLEUX JOHN M
14-010-10-002-09	3150 HUNTERS TRAIL	WILSON RONNIE & CHRISTINA

Map Date: December 13, 2023

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

**Fox Meadows Estates and Fox Meadows Estates II
Special Assessment District Resolution #1**

At a regular meeting of the Charter Township of Union Board of Trustees held on the _____ day of _____ 2024, the following Resolution was adopted.

The following preamble and resolution were offered by _____ and supported by _____.

WHEREAS, the Township Board of the Charter Township of Union, County of Isabella, State of Michigan, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, has received a Petition for Public Improvement by Special Assessment dated February 12, 2024;

WHEREAS, the Township Board desires a cost estimate showing the public improvement, the location thereof, and an estimate of the cost to be prepared;

WHEREAS, these shall be received by the Township Board, filed with the Township Clerk and made available to the public; and

WHEREAS, these shall be presented at the first of two public hearings;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Township Board is in receipt of a Certificate of Validity of the submitted petition for the proposed Fox Meadows Estates and Fox Meadow Estates II Subdivisions Paving Special Assessment District prepared by the Township Supervisor (“Certificate of Validity”).
2. The Township Board accepts the Certificate of Validity.
3. The Township Board directs the Township Manager to oversee preparation of plans describing the improvement and the location of the improvement with an estimate of the cost of the improvement on a fixed or periodic basis, as appropriate. Upon receipt of the plans and estimate, the same shall be filed with the Township Clerk and made available for presentation at the first of two public hearings.

Ayes:

Nays:

Abstentions:

Resolution declared adopted.

Date: _____

Bryan Mielke, Supervisor

Date: _____

Lisa Cody, Clerk

I, Lisa Cody, the duly elected Clerk of the Charter Township of Union, hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees of the Charter Township of Union, Isabella County, Michigan, on the _____ day of _____ 2024.

Date: _____

Lisa Cody, Clerk

To: Mark Stuhldreher - Township Manager **DATE:** March 19, 2024

FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** March 27, 2024

ACTION REQUESTED: Approval of The American Rescue Plan – State Revolving Fund Grant Agreement between the Charter Township of Union and The State of Michigan EGLE for the completion of watermain, lead service line replacement (LSLR) program items, water treatment plant upgrades, and source water activities in the amount of \$10,985,000 and naming Kim Smith, Public Services Director as the grant representative.

Current Action Emergency

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

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

The Application for the State of Michigan Drinking Water State Revolving Fund (DWSRF) was initiated in November of 2022 with the submittal of an Intent to Apply. As a next step in the process, Union Township approved a contract with Gourdie Frasier to complete a Preliminary Engineering Project Plan Report in February of 2023. The Township submitted the Project Plan to the Department of Great Lakes and Energy (EGLE) Drinking Water Revolving Fund (DWRF) Loan / Grant program in June 2023. The Project Plan contained a list of projects to be completed if funding was awarded under the DWSRF. These projects are as follows:

Treatment Facility Expansion (800 GPM)

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

Watermain Extensions

- Pickard / Summerton Road to Broadway Road

Lead Service Line Inventory

- Final Inspection / Verification Inventory due October 16, 2024.
- 466 leads identified as unknown or lead origin.
- Replacement of lead service lines.

The DWSRF is a competitive loan/grant program that received Project Plans from over 200 communities for the FY2024 funding cycle. EGLE formally notified the Charter Township of Union that the Township’s water system was awarded \$10,985,000 in grant funding for the entire scope of projects requested in the Project Plan. The grant source to DWSRF was supplemental funds received from the Federal Infrastructure Investment and Jobs Act, referred to as the Bipartisan Infrastructure Law (BIL) and American Rescue Plan (ARP).

In November of 2023, the Board of Trustees approved a Phase I contract with Gourdie Frasier to begin initial steps for the project including existing site condition data collection (topographic surveys) and base mapping.

In an effort to stay on schedule Township Staff and Gourdie Frasier recommend proceeding with the Phase II Engineering Agreement so the design and permitting portion of the project could begin and be on track for the October 2024 bidding deadline. The Township Board of Trustees approved the Phase II Design, Permitting, Construction Oversight and Administration Contract with Gourdie Frasier on February 28, 2024.

Union Township received The American Rescue Plan – State Revolving Fund Grant Agreement in the amount of \$10,985,000 on March 18, 2024, from EGLE. The Agreement Period for the Grant is effective from March 3, 2021, and ends on September 15, 2026. The effective start date of March 3, 2021, as noted in the agreement, allows the Township to be reimbursed for any cost associated with the project beginning on that date. The full scope of the Project Plan and project closeout must be completed by the end date of September 15, 2026.

The project has been broken up into four separate divisions to allow the Township the ability to bid and construct the projects in stages and obtain competitive bids for each separate Division. The Project Divisions are broken down based on the type of task being completed. The Divisions and Task are as follows:

- Division A: Water Supply – Well Development
 - Construction of a Type 1 production well
- Division B: Water Main Transmission and Extension
 - Raw water transmission between the Isabella and Mission Treatment Plant
 - Watermain extension to provide a loop between Pickard Road and Broadway Road along Summerton Road to create adequate pressure to increase reliability within the service area.
- Division C: Water Treatment Plant Expansion
 - Critical improvements and expansions of the Isabella Treatment Plant including expansion of the plant to accommodate a filter room equipped with one 800 GPM iron removal filter and a high service pump room equipped with two 400 GPM High Service Pumps, chemical feed, mechanical piping, and associated accessories.
- Division D: Lead Service Line Inventory
 - Lead service lines will be identified and replaced.

SCOPE OF SERVICES

The scope of the projects to be completed by September 15, 2026, is limited to the following activities:

- Construction of a Type 1 production well
- Raw water transmission between the Isabella and Mission Treatment Plant to create added redundancy and reliability to the system.
- Watermain extension to provide a loop between Pickard Road and Broadway Road along Summerton Road to create adequate stabilized pressure, to increase reliability within the service area, and increase available fire flow.
- Critical improvements and expansions of the Isabella Treatment Plant including expansion of the plant to accommodate a filter room equipped with one 800 GPM iron removal filter and a high service pump room equipped with two 400 GPM High Service Pumps, chemical feed, mechanical piping, and associated accessories.
- Lead service lines will be identified and replaced.

JUSTIFICATION

Approval of the American Rescue Plan – State Revolving Fund Grant Agreement will fully fund the completion of the projects outlined in the Project Plan which will directly benefit the water users by providing exceptional quality and quantity of safe drinking water.

PROJECT IMPROVEMENTS

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

- 1. Community well-being and common good**
- 2. Health**

COSTS

Task	Budget
Planning/Design	\$1,536,800
Construction	\$9,448,200
Project Cost Subtotal	\$10,985,000
Total Grant Amount	\$10,985,000

At the time the budget was developed, the award of the grant funds was undetermined. The budget was adopted with some of the Project Plan items accounted for but not all. This will be reconciled in a future budget amendment.

PROJECT TIME TABLE

March 3, 2021 – September 15, 2026

RESOLUTION

Approval of The American Rescue Plan – State Revolving Fund Grant Agreement between the Charter Township of Union and The State of Michigan EGLE for the completion of watermain, lead service line replacement (LSLR) program items, water treatment plant upgrades, and source water activities in the amount of \$10,985,000 and naming Kim Smith, Public Services Director as the grant representative.

Resolved by _____ Seconded by _____

Yes:
No:

Absent:



**AMERICAN RESCUE PLAN – STATE REVOLVING FUND GRANT AGREEMENT
(ARP FUNDED)**

BETWEEN THE

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CHARTER TOWNSHIP OF UNION**

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** (“State”), and **Charter Township of Union** (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022 and/or P.A. 119 of 2023. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Watermain, LSLR, WTP, New Source

Project #: DW-7705A

Amount of grant: \$10,985,000

100% of grant federal funding

Amount of match: none required

PROJECT TOTAL: \$10,985,000

Start Date: 3/3/2021

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award: Yes No

SLFRF Category: 5.10 Drinking water: Treatment

SLFRF Short Name: FRF2968-770501

Major Program: ARPDW

GRANTEE CONTACT INFORMATION:

Name/Title: Kimberly Smith, Public Services Director

Organization: Charter Township of Union

Address: 2010 South Lincoln Road

City, State, ZIP: Mount Pleasant, MI 48858

Phone Number: 989-772-4600 ext. 224

E-Mail Address: ksmith@uniontownshipmi.com

Federal ID: 381993373

Grantee UEI Number: J7BGKTAF56N4

SIGMA Vendor Number: CV0023386

STATE'S CONTACT INFORMATION:

Name/Title: Bridget Flanery, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 West Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: (517) 282-0280

E-Mail Address: FlaneryB@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Kimberly Smith, Public Services Director

Signature

Name/Title

Date

FOR THE STATE:

Kelly Green, Administrator

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

- 1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))
- 2) or provide a project workforce continuity plan, detailing:
 - a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);

- d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 Yes No
- e) Whether the project has completed a project labor agreement.
 Yes No

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project includes the construction of a Type 1 production well, critical improvements and expansions of the Isabella Treatment Facility including expansion of the plant to accommodate a filter room equipped with one 800 GPM iron removal filter and a high service pump room equipped with two 400 GPM High Services Pumps, chemical feed, mechanical piping, and associated accessories.

Distribution system work includes a raw water transmission line between the Isabella and Mission Treatment Plants to create added redundancy and reliability to the system. Additionally, a water main will be extended to provide a loop between Pickard Rd and Broadway Rd along Summerton Rd to create adequate pressure to increase reliability within the service area. Lead service lines will be identified and replaced. It is anticipated that approximately 60 lead service line will be replaced.

EGLE approved estimated project costs include:

Task	Budget
Planning/Design	\$1,536,800
Construction	\$9,448,200
Project Cost Subtotal	\$10,985,000
Total Grant Amount	\$10,985,000

Indirect costs are not allowed under this agreement.

Based upon guidance governing ARPA funding, all work pertaining to this project, including any sub-grantee activity, must be completed by December 31, 2026.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.

5. “Tap” or “connection” fees that a public water system may use as a standard charge for new systems making a connection to their existing public water system may be eligible. In general, these charges must:
 - a. Reflect the cost of the actual connection to the public water system,
 - b. Be well documented and itemized,
 - c. Be consistently applied to all connections,
 - d. Not include anticipated costs or other costs the system may not incur,
 - e. Not be punitive in nature to prevent a particular system from making a connection,
 - f. Not also be included in a vendor contract.

Local fees that do not meet the criteria above, other than those associated with tangible construction (labor and materials) or inspection of new infrastructure associated with the grant, are not grant-eligible.

6. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy’s Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply’s obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE’s website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation

and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: March 21, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 03/27/2024
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 3.3 – Board Members’ Code of Conduct	

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 following years with the most recent update occurring earlier this year. 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 3.3 (Board Members Code of Conduct), are to be reviewed and monitored for compliance on an annual basis.

Attached to this memo is an evaluation form that can be used for the review/discussion of Policy No. 3.3.

Board Policy 3.3 - Board Members’ Code of Conduct

At the highest level, the policy states:

The board commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as board members.

Due to length, the complete policy is attached to this memo. Also attached is an evaluation form that can be used for the review/discussion of Policy No. 3.3.

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
- Health and Safety
- Natural environment
- Commerce

COSTS

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

Policy Name: 3.3 Board Members' Code of Conduct
Type of Review: Internal by the Board
Review Occurrence: Annual
Date: March 2024

Policy Wording

3.3 POLICY TITLE: BOARD MEMBERS' CODE OF CONDUCT

The board commits itself and its members to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum when acting as board members.

- 3.3.1 Members must have loyalty to the ownership, unconflicted by loyalties to staff, other organizations, and any personal interest as a consumer.
- 3.3.2 Members must avoid conflict of interest with respect to their fiduciary responsibility.
 - 3.3.2.1 There will be no self-dealing or business by a member with the organization. Members will annually disclose their involvements with other organizations, with vendors, or any associations that might be or might reasonably be seen as being a conflict.
 - 3.3.2.2 When the board is to decide upon an issue, about which a member has an unavoidable conflict of interest, that member shall abstain herself or himself without comment from not only the vote, but also from the deliberation.
 - A. Exception: Where a board member has special expertise and has a conflict of interest, the board may choose to allow the member with the conflict to participate in the discussion, but not the vote.
 - 3.3.2.3 Board members will not use their board position to obtain employment in the organization for themselves, family members, or close associates.
- 3.3.3 Board members may not attempt to exercise individual authority over the organization.
 - 3.3.3.1 Members' interaction with the Township Manager or with staff must recognize the lack of authority vested in individuals except when explicitly board authorized.
 - 3.3.3.2 Member interaction with public, press or other entities must recognize the same limitation and the inability of any board member to speak for the board except to repeat explicitly stated board decisions.
 - 3.3.3.2.1 When interacting with public, media or other entities, Board members must recognize explicitly stated board decisions.
 1. The Township Supervisor is the official spokesperson for the Board and may delegate that role.
 2. Board members may discuss CONTENT issues with the media but not personal attacks on other Board member(s).

3. Preceding any comment to the media, board members will make it clear that their comments are personal opinion as an individual member of the board and citizen of the township and not the position of the board.
4. In the case of existing legal proceedings, from the point of suit filed to final disposition or public Board action, board members will direct media questions on the specific lawsuit to the Township Manager.

3.3.3.3 Except for participation in board deliberation about whether reasonable interpretation of board policy has been achieved by the Township Manager, members will not express individual judgments of performance of employees of the Township Manager.

3.3.4 Members will respect the confidentiality appropriate to issues of a sensitive nature.

3.3.5 Members will be properly prepared for board deliberation.

Use this evaluation form for discussion at the Board of Trustees Meeting on March 27, 2024.

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

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

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

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

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