



BOARD OF TRUSTEES
Regular Meeting
November 13, 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. Board Member Reports
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – October 23, 2024 – Regular Meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. Biosolids Sludge Hauling and Land Application Contract Award – Nutrigro Environmental Solution Inc.

11. NEW BUSINESS

- A. Discussion/Action: (Nanney) Second Reading and Adoption of the Zoning Ordinance Amendments – Administrative approvals on Final Site Plans
- B. Discussion/Action: (Smith) DWSRF ARPA Grant Division C Water Treatment Plant Upgrades Bid Approval – JR Heineman
- C. Discussion/Action: (Smith) DWSRF ARPA Grant Division D Lead Service Line Inventory Bid Approval – National Industrial Maintenance
- D. Discussion/Action: (Smith) McDonald Park and Jameson Park Improvement Contract Bid Approval
- E. Discussion/Action: (Stuhldreher) Formal Agreement of Manager Contract

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

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

13. MANAGER COMMENTS

14. FINAL BOARD MEMBER COMMENT

15. ADJOURNMENT

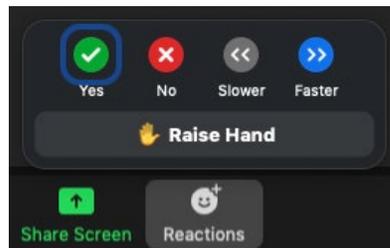
Hybrid Meeting Instructions for the Charter Township of Union Board of Trustees Meeting

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

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

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

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



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

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

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

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	James	Thering	11/20/2024
2-Chair	Phil	Squatrito	2/15/2026
3-Vice Chair	Stan	Shingles	2/15/2027
4-Secretary	Jessica	Lapp	2/15/2026
5 - Vice Secretary	Thomas	Olver	2/15/2027
6	Vacant		2/15/2025
7	Paul	Gross	2/15/2025
8	Nivia	McDonald	2/15/2026
9	Philip	Browne Jr.	2/15/2025
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	Nivia	McDonald	2/15/2026
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	Jeanette	Corbin	12/31/2024
2	Sarvjit	Chowdhary	12/31/2024
3	Vacant		12/31/2024
Alt #1	Vacant		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		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Vacant		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

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: Jacob Trudell-Lozano Date: 10-2-23

Address: 20 E Remus RD

Phone (home) _____ (cell) 310-988-5699 (work) _____

Email: JakeTrudell@hotmail.com

Occupation: Technician

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

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

OTHER *Specify Board: _____

Please state reason for interest in above board:

I own a Commercial Property in town and would like to ~~learn~~ be more involved in my city, I also live in the township

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

Signature: [Signature] Date: 10-2-24

APPOINTMENT TO BOARDS & COMMISSIONS OF CHARTER TOWNSHIP OF UNION APPLICATION



Name: Jeanette Corbin Date: 10/28/2024

Address: 1860 Scully Rd., Mt. Pleasant MI 48858

Phone (home) 989-533-9919 (cell) (work)

Email: jevitts85@gmail.com

Occupation: Realtor

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

X

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

EDA Must meet one of the following qualifications:

Property owner in East or West DDA

Resident in Union Township

OTHER *Specify Board:

Please state reason for interest in above board:

I believe I can bring worthwhile contributions to the valuations of homes

in Union Township with my skills as a Realtor.

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

I have been on the BOR for one session so far and I've also completed the

required training.

Signature: Jeanette Corbin

Date: 10/28/2024 | 07:44 PDT

BOR
APP



APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION

Name: SARVJIT CHOWDHARY Date: 11/8/24
Address: 774 STONERIDGE DRIVE, MP MI 48858
Phone (home) 989-779-2900 (cell) 989-400-7688 (work) _____
Email: Sarvichowdhary@yahoo.com
Occupation: RETIRED

Please select the board you are applying for:

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

OTHER *Specify Board: _____

Please state reason for interest in above board:

I have served the board for the last two terms and would like to be considered again as incumbent

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):

incumbent for the position

Signature: [Signature] Date: 11/8/24

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: John D Hayes Date: 11/7/24

Address: 1540 S Bamber

Phone (home) _____ (cell) 781-258-6149 (work) _____

Email: johnhayes38@yahoo.com

Occupation: Sports Managment/Public Service

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

yes _____ Planning Commission Must be a Union Township Resident

_____ EDA Must meet one of the following qualifications:

_____ Property owner in East or West DDA

_____ Resident in Union Township

_____ OTHER *Specify Board: _____

Please state reason for interest in above board:

It is my hope by serving I can aid in the cultural, economic, and recreational programs in our township.

My goal would for every resident to see their well-being, health and park services improve through hard work.

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

I currently serve on the Isabella Board of Public Works. I was the democratic candidate for Isabella County Comishioner this past election cycle.

Signature: John D Hayes Date: 11/7/24

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: SARVJIT CHOWDHARY Date: 11/8/24

Address: 774 STONERIDGE DRIVE, MP, MI 48858

Phone (home) 989-779-2900 (cell) 989-400-7688 (work) _____

Email: Sarvichowdhary@yahoo.com

Occupation: RETIRED

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

EDA Must meet one of the following qualifications:

Property owner in East or West DDA

Resident in Union Township

OTHER *Specify Board: _____

Please state reason for interest in above board:

I am interested in the position as want to involved
more to serve the community in which I live

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 am very much involved
in the community and love to serve.

Signature: [Signature] Date: 11/8/24

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: David Coyne Date: 10/11/2024

Address: 1368 N Harris St , Mt. Pleasant , Mi 48858

Phone (home) _____ (cell) 9893302984 (work) _____

Email: david.d.coyne@gmail.com

Occupation: Retired

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

EDA Must meet one of the following qualifications:

Property owner in East or West DDA

Resident in Union Township

OTHER *Specify Board: ZBA

Please state reason for interest in above board:

I would like to help Union Township in it's growth and development .

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

I have been on the ZBA Board and have enjoyed it. I'm currently on the EDA Board .

Signature: David D Coyne Date: 10/11/2024

APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION



Name: Brian Clark Date: 7 Nov 2024

Address: 2218 Wieferich Meadows Dr

Phone (home) _____ (cell) (989) 506-4762 (work) _____

Email: bdclark23@yahoo.com

Occupation: Statistician

Please select the board you are applying for:

Zoning Board of Appeals Must be a Union Township Resident

Board of Review Must be a Union Township Resident

Planning Commission Must be a Union Township Resident

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

OTHER *Specify Board: _____

Please state reason for interest in above board:

To participate in shaping the development and growth of the community. And ensure
that zoning decisions align with the Union Township's vision.

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):

Currently an alternate on the ZBA.

Signature: Brian Clark Date: 7 Nov 2024

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

Name: _____ Date: _____

Address: _____

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

Email: _____

Occupation: _____

Please select the board you are applying for:

_____ Zoning Board of Appeals Must be a Union Township Resident

_____ Board of Review Must be a Union Township Resident

_____ Planning Commission Must be a Union Township Resident

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

_____ OTHER *Specify Board: _____

Please state reason for interest in above board:

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

Signature: _____ Date: _____

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 October 23, 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 Treasurer Rice as temporary Clerk. **Vote: Ayes: 5 Nays: 0.**
Motion carried.

Roll Call

Present:

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

Excused: Trustee Bills and Clerk Cody (arrived at 7:18 p.m.)

Approval of Agenda

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

Presentation

- a. Mark Stuhldreher, Township Manager, gave a presentation on the FY 2025 Budget Recommendations.

***7:18 p.m. Clerk Cody arrived**

- b. Commissioner Engler, County Commissioner, gave county updates

Public Hearing

- a. FY 2025 Budget Recommendations

Smith moved **Cody** supported to open the Public Hearing for the FY 2025 Budget Recommendations. **Vote: Ayes: 5 Nays: 0. Motion carried.**

Open: 7:30 p.m.

No comments were offered.

Closed: 7:30 p.m.

Public Comment

Open: 7:31 p.m.

No comments were offered.

Closed: 7:31 p.m.

Reports/Board Comments

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

B. October Monthly Activity Report

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

Rodney addressed the Mackinac Center for Public Policy commentary published on October 18, 2024, to clarify some of the inaccuracies in the article.

D. Board Member Reports

Cody gave updates on Early Voting for the November 5th election.

Smith gave updates on the Isabella County Commissioners work session meeting.

Rice gave updates on the Winter Tax Production.

Consent Agenda

- A. Communications
- B. Minutes – October 9, 2024 – Regular Meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. Certify Delinquent Special Assessments from McGuirk Subdivision, Carriage Hill Estates, and Fox Meadows Estates
- H. Consider approval of an Intergovernmental Agreement with Isabella County to allow access to the County Register of Deeds Property Deed Access Portal

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

New Business

- A. **Discussion/Action: (Nanney) Introduction and First Reading zoning Ordinance Amendments – Administrative approvals on Final Site Plan**

Cody moved Rice supported to introduce and conduct a First Reading for the proposed PTXT 24-02 amendments to Section 14.2 (Site Plan Review) and Section 12.5 (Nonconforming Sites) to allow for administrative approval of a final site plan under certain circumstances and for the Zoning Administrator to apply the nonconforming site provisions to minor site plans, as recommended by the Planning Commission. **Vote: Ayes: 6 Nays: 0. Motion carried.**

- B. **Discussion/Action: (Stuhldreher) Consideration of Department Director Employment Agreement Amendment Authorization**

Cody moved Brown supported to authorize the Township Manager to amend the previously approved Standard Department Director At-Will Employment Agreement, which was approved to form and substance for use by the Township Manager's Office, by allowing for four (4) months of severance instead of the current three (3) months severance payment when a Department Director is terminated without cause and has worked for the Township at least three (3) years. **Roll Call Vote: Ayes: Mielke, Cody, Rice, Brown, Smith, and Thering. Nays: 0. Motion carried.**

- C. **Discussion/Action: (Teall) Policy Governance 2.5 Financial Conditions and Activities**

Discussion by the Board.

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

Discussion by the Board.

- E. **Discussion/Action: (Board of Trustees) FY 2025 Recommended Budget Discussion and Consideration of Adoption**

Cody moved Rice supported to adopt the 2025 FY Budget for the various funds as shown in attached budget document at the department level subject to all Township policies regarding the expenditures of funds, budget management, budget reporting, other financial related policies, and technical typographical corrections, if any; and to adopt the attached fee schedule and the following millage subject to reduction by the Headlee Millage Reduction Fraction to be levied for the fiscal year 2025. **Roll Call Vote: Ayes: Mielke, Cody, Rice, Brown, Smith, and Thering. Nays: 0. Motion carried.**

Open: 8:46 p.m.

No comments were offered.

Closed: 8:46 p.m.

MANAGER COMMENTS

- Reminder that the Township Hall will be closed for regular business on November 5th during the election. Staff will be on site working.
- The water bill due dates have been extended to November 6th.
- Thanked Finance Director Teall for her efforts assembling the FY 2025 budget.

FINAL BOARD MEMBER COMMENT

Thering – Thanked the manager and staff for the FY 2025 Budget.

Mielke – Get out and vote.

ADJOURNMENT

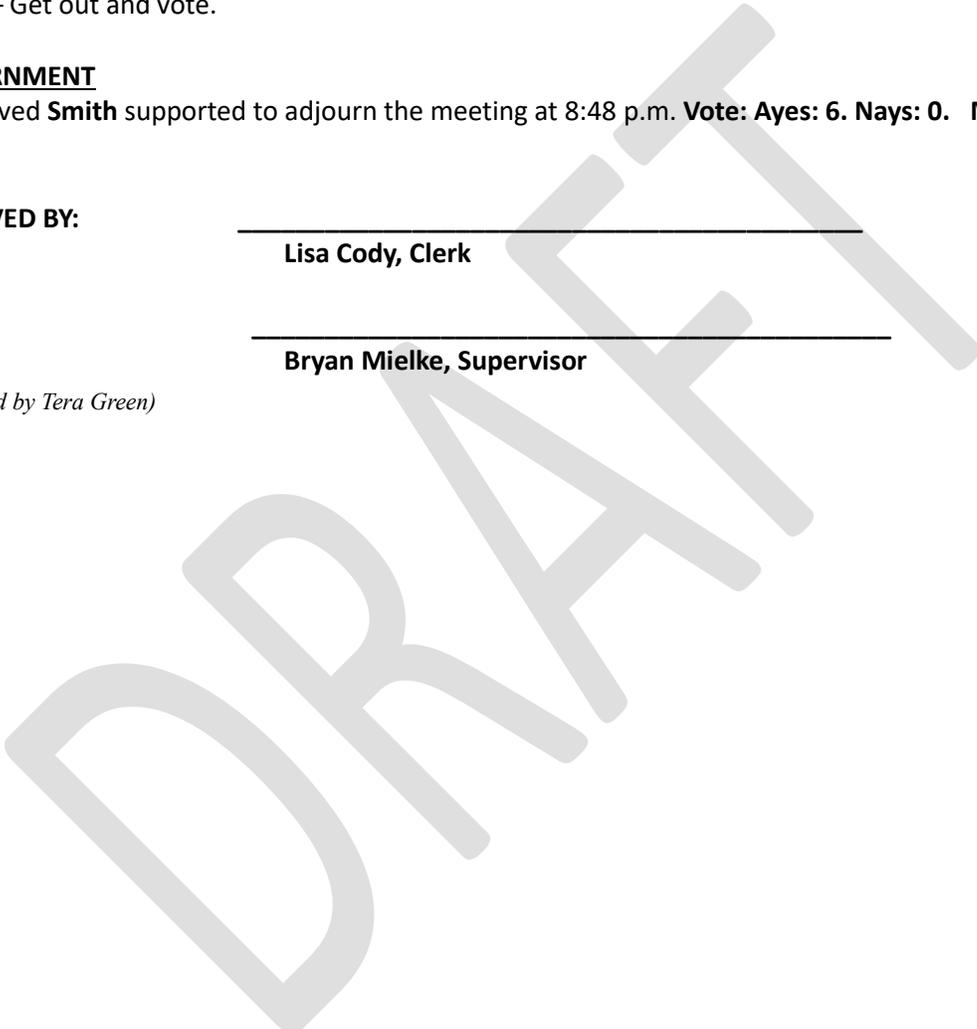
Rice moved **Smith** supported to adjourn the meeting at 8:48 p.m. **Vote: Ayes: 6. Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Bryan Mielke, Supervisor

(Recorded by Tera Green)



Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
11/01/2024	101	741 (E)	01233	UNITED STATES OF AMERICA	RURAL DEV BOND I (92-04)	14,316.24
11/04/2024	101	742 (E)	00146	CONSUMERS ENERGY	2424 W MAY	566.86
					2010 S LINCOLN	637.79
					5240 E BROOMFIELD	1,026.68
					5076 S MISSION	1,113.80
					2279 S MERIDIAN	2,468.33
					4795 S MISSION	2,582.71
					5228 S ISABELLA	6,947.69
					1633 S LINCOLN	207.46
					4520 E RIVER	319.47
					4797 S MISSION BARN	348.33
					1933 S ISABELLA	501.38
					2495 E DEERFIELD	102.24
					4822 ENCORE BLVD	112.75
					4244 E BLUEGRASS	146.42
					3248 S CONCOURSE	147.91
					2188 E PICKARD	95.62
					5142 BUDD	99.23
					1660 BELMONT	100.25
					1046 S MISSION	100.54
					3998 E DEERFIELD	75.55
					5319 E AIRPORT	58.39
					1776 E PICKARD	60.64
					5369 S CRAWFORD	64.48
					900 MULBERRY	51.69
					800 CRAIG HILL	53.49
					5525 E REMUS	57.66
					1605 SCULLY	49.17
					5537 E BROADWAY	45.15
					1876 E PICKARD	48.42
					2180 S LINCOLN	30.39
					2270 NORTHWAY	33.67
					5144 BUDD	37.84
					2010 S LINCOLN L4	83.64
					48858 LED	549.74
					STREET LIGHTS	1,920.51
					2055 ENTERPRISE	140.30
						<u>20,986.19</u>
11/04/2024	101	743 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		V
11/04/2024	101	744 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		V
11/06/2024	101	745 (E)	01105	MASTERCARD	MASTERCARD-TEALL	79.44
					MASTERCARD-PETERS	262.15
					MASTERCARD-SMITH	169.99
					MASTERCARD-ROCKAFELLOW	10.99
					MASTERCARD-OCKERT	9.86
					MASTERCARD-MCBRIDE	3,681.77
					MASTERCARD-WALDRON	472.19
					MASTERCARD-CODY	40.26
					MASTERCARD-THEISEN	123.55
					MASTERCARD-CRAWFORD	233.71
					MASTERCARD-BEBOW	01,034.68

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MASTERCARD-DEARING	707.35
					MASTERCARD-FUSSMAN	85.52
					MASTERCARD- STUHLREHER	154.96
					MASTERCARD-HOHLBEIN	39.99
					MASTERCARD-PLONT	69.71
					MASTERCARD-RABISH	118.58
					MASTERCARD-COFFELL	263.71
					MASTERCARD-SOMMER	130.02
					MASTERCARD-GALLINAT	667.07
					MASTERCARD-SOMMER	(239.40)
						<u>8,116.10</u>
11/06/2024	101	746 (E)	01105	VOID		
				Void Reason: Created From Check Run Process		
11/13/2024	101	25906	02007	ACCUNET	NEW WEBSITE DESIGN & CONTENT-PMT #1	6,375.00
11/13/2024	101	25907	00020	JAMES ALWOOD	WELL SITE LEASE-OCT 2024	551.92
11/13/2024	101	25908	01703	AMAZON CAPITAL SERVICES	WIRELESS KEYBOARD/USB SPEAKER	70.54
					COPY PAPER	43.99
						<u>114.53</u>
11/13/2024	101	25909	02004	AMERICAN PLANNING ASSOCIATION	2025 AICP MEMBERSHIP DUES-NANNEY	391.00
11/13/2024	101	25910	01278	BERENDS, HENDRICKS, STUIT INSURANCE	PROPERTY & LIABILITY INS 11/1/24-10/31/2	121,697.27
11/13/2024	101	25911	00066	BILL'S CUSTOM FAB, INC.	TERTIARY FILTER	13.11
11/13/2024	101	25912	01240	BRAUN KENDRICK FINKBEINER PLC	MTT MT PLEASANT APTS WEST-PMT REFUND ERR	721.50
					MTT SZ MOUNT PLEASANT APARTMENTS WEST-SE	565.50
					MTT VILLAGE BLUEGRASS-SEPT 2024	1,072.50
					MTT SZ MOUNT PLEASANT APARTMENTS-SEP 202	117.00
					MTT HOME DEPOT (HD DEV)-SEP 2024	721.50
					GENERAL LEGAL FEES-SEPT 2024	2,135.66
						<u>5,333.66</u>
11/13/2024	101	25913	00095	C AND C ENTERPRISES INC	CLOTHING ALLOWANCE-OCKERT	100.00
					UNIFORMS	247.25
					CLOTHING ALLOWANCE-ADMIN ASSISTANT	67.50
					JANITORIAL SUPPLIES-TWP HALL	144.75
					CLOTHING ALLOWANCE-BUILDING CLERK	63.50
					CLOTHING ALLOWANCE-ACCTING SPEC	80.25
					MULTIFOLD TOWELS/DISPOSABLE GLOVES	218.00
						<u>921.25</u>
11/13/2024	101	25914	00129	CMS INTERNET, LLC	VERKADA CAMERA INSTALL LABOR & LICENSE	1,766.84
					NEW DESKTOP PC-FINANCE DIRECTOR	1,799.00
						<u>3,565.84</u>
11/13/2024	101	25915	01626	DANNY COFFELL	MILEAGE TO/FROM JAMESON HALL/HOME	15.28
11/13/2024	101	25916	01597	COMPRENEW	CLEAN UP DAY DISPOSAL	7,668.53
11/13/2024	101	25917	01864	SAMANTHA CROWL	REFUND SEC DEPOSIT-JAMESON HALL	250.00
11/13/2024	101	25918	00188	DOUG'S SMALL ENGINE	LOW FLOW ROTARY BLADES	81.97
					TRIMMER HEADS	63.98
					NUT/WASHER/RIDER PLATE/CIRCULAR SAW BLAD	49.96
						<u>195.91</u>
11/13/2024	101	25919	00201	ELHORN ENGINEERING COMPANY	LIQUIFIED AQUADENE/EL-CHLOR	1,185.00
11/13/2024	101	25920	01131	FORD HALL COMPANY	CLARIFIER BRUSH REPLACEMENTS	1,104.74

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/13/2024	101	25921	01221	ANDREW FUSSMAN	MILEAGE TO/FROM WWTP/HOME-ALARM	14.74
11/13/2024	101	25922	00257	GOURDIE FRASER INC	BLUEGRASS RD SIDEWALKS DESIGN	3,797.50
11/13/2024	101	25923	00261	GRAINGER	MULTITAP CONNECTORS	149.04
					MULTITAP CONNECTORS	85.17
					MULTITAP CONNECTORS	85.17
					M18 TRANSFER PUMP & BATTERY	259.62
					RUST STAIN REMOVER/FILTERS/RESPIRATOR	1,176.73
					DRUM HAND TRUCK	381.92
						<u>2,137.65</u>
11/13/2024	101	25924	01746	TERA GREEN	MILEAGE TO/FROM BANK/TWP HALL-OCT	63.92
11/13/2024	101	25925	01721	HYDROCORP	LEAD SERVICE LINE IDENTIFICATION-CROSS C	1,354.50
					LEAD SERVICE LINE IDENTIFICATION-CROSS C	2,286.00
						<u>3,640.50</u>
11/13/2024	101	25926	00333	ISABELLA COUNTY ROAD COMMISSION	LINCOLN RD-BROOMFIELD BRIDGE-FINAL PMT	5,865.35
11/13/2024	101	25927	02003	CAROL KABUO	REFUND SEC DEPOSIT-JAMESON HALL	250.00
11/13/2024	101	25928	01482	KOPY KORNER	NAME BADGES-BLDG/RENTAL/ZONING	72.00
11/13/2024	101	25929	00362	KRAPOHL FORD & LINCOLN	2009 F-150 OIL CHANGE & INSPECTION	94.27
11/13/2024	101	25930	00450	M M I	TWP CLEAN-UP DAY SUPPORT	206.25
11/13/2024	101	25931	01806	MEDLER ELECTRIC	OUTSIDE LIGHTS-ISABELLA WELL SITE	98.76
					LED LIGHT FIXTURES FOR WWTP	1,284.62
						<u>1,383.38</u>
11/13/2024	101	25932	01109	METRO 25 CAR CARE CENTER	TURF MASTER TIRE & LABOR	233.00
11/13/2024	101	25933	00142	MICHIGAN OFFICE SOLUTIONS	PRINTER/COPIER SERV AGREEMENT-10/25-11/2	700.00
11/13/2024	101	25934	00422	MICHIGAN PIPE & VALVE-MT. PLEASANT	SDR SEWER PIPE	135.10
11/13/2024	101	25935	01199	MID MICHIGAN ANSWERING SERVICE	ANSWERING SERVICE-4TH Q 2024	440.65
11/13/2024	101	25936	00462	MT PLEASANT FENCE SASH AND DOOR	NEW GATE EDGE INSTALL	416.70
11/13/2024	101	25937	01895	ELIZABETH ANNE MURPHY	REFUND SEC DEPOSIT-JAMESON HALL	250.00
					REFUND SEC DEPOSIT-JAMESON HALL	250.00
						<u>500.00</u>
11/13/2024	101	25938	00497	NORTHERN INDUSTRIAL SUPPLY	PRELIMINARY TREATMENT-REDUCER	1,046.80
11/13/2024	101	25939	00518	PEERLESS-MIDWEST, INC.	WELL 12 MOBILIZATION/MONITORING/TESTING/ WELL 12-2ND MOBILIZATION/MONITORING/TEST	70,670.50 83,198.63
						<u>153,869.13</u>
11/13/2024	101	25940	00131	PERCEPTIVE CONTROLS INC	WWTP SUPPORT SERVICES	1,110.00
					AUGUST SUPPORT PLC PROGRAMMING	2,109.00
						<u>3,219.00</u>
11/13/2024	101	25941	00532	PLUMMER'S ENVIRONMENTAL SERV.	PREPPED MANHOLES/INSTALLED CIPM LINERS	103,795.00
11/13/2024	101	25942	01273	PRO-SEAL SERVICE GROUP	ROYAL PURPLE SYNFFILM/CLEAN & FLUSH	1,001.47
11/13/2024	101	25943	01884	RENT RITE INC	PORTABLE RESTROOM-CLEAN UP DAY	160.64
11/13/2024	101	25944	01595	ROMANOW BUILDING SERVICES	JANITORIAL SERVICES TWP HALL-OCT 2024	527.14
					JANITORIAL SERVICES WWTP-OCT 2024	316.29
					JANITORIAL SERVICES WTR PLANT-OCT 2024	316.29
						<u>1,159.72</u>
11/13/2024	101	25945	02006	GAYLE RUHL	REFUND SEC DEPOSIT-JAMESON HALL	017250.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/13/2024	101	25946	01293	SHAY WATER CO/CUSTOM COFFEE SERV	COFFEE FOR BREAKROOM	129.00
11/13/2024	101	25947	00601	KIMBERLY SMITH	MILEAGE REIMBURSEMENT	510.54
11/13/2024	101	25948	02005	JODI STARKEY	REFUND SEC DEPOSIT-JAMESON HALL	250.00
11/13/2024	101	25949	01316	STATE OF MICHIGAN	ELEVATOR CERTIFICATE RENEWAL	293.55
11/13/2024	101	25950	01238	STATE OF MICHIGAN - DEQ	ANNUAL PUBLIC WATER PERMIT-2025	5,658.03
11/13/2024	101	25951	00629	STU'S ELECTRIC MOTOR	SCREW PUMP #1 MOTOR	2,649.02
11/13/2024	101	25952	01654	TRACE ANALYTICAL LABORATORIES INC	EFFULENT FLUME	57.75
					OCTOBER AMR 2024	1,371.75
					MONTHLY SELENIUM SAMPLE	29.00
					LLHG ANALYSIS	291.00
					TOXICITY TESTING	1,517.00
						<u>3,266.50</u>
11/13/2024	101	25953	01013	USA BLUE BOOK	BLOWER PRESS RELIEF VALVES	1,608.43
					CREDIT MEMO FOR SALES TAX	(7.85)
					CREDIT MEMO FOR SALES TAX	(2.62)
					CREDIT MEMO FOR SALES TAX	(5.23)
					CREDIT MEMO FOR SALES TAX	(44.22)
					CREDIT MEMO FOR SALES TAX	(87.65)
						<u>1,460.86</u>
11/13/2024	101	25954	01314	VERIZON WIRELESS	CELL PHONE SERVICE 9/16/24-10/15/24	918.73
11/13/2024	101	25955	00703	WASTE MANAGEMENT OF MICHIGAN INC	DUMPSTER SERVICE WTR PLANT-NOV 2024	87.94
					DUMPSTER SERVICE WWTP-NOV 2024	286.43
					DUMPSTER SERVICE JAMESON HALL-OCT 2024	120.28
					DUMPSTER SERVICE SHOP-NOV 2024	49.71
					DUMPSTER SERVICE TWP HALL-NOV 2024	74.53
					DUMPSTER SERVICE MCDONALD PARK-NOV 2024	150.61
						<u>769.50</u>
11/13/2024	101	25956	00022	RUSSELL ALWOOD	ELECTION WORK-11/5/24	231.00
11/13/2024	101	25957	01678	MARY R. BENTLEY	ELECTION WORK-11/5/24	231.00
11/13/2024	101	25958	01932	JENNIFER MAY BOYCE	ELECTION WORK-11/5/24 & EARLY VOTING	500.50
11/13/2024	101	25959	01802	MARK BRISTLEY	ELECTION WORK-11/5/24	234.50
11/13/2024	101	25960	01407	VICTORIA BUSHONG	ELECTION WORK-11/5/24	272.00
11/13/2024	101	25961	02000	CHERYL COON	ELECTION WORK-11/5/24	245.00
11/13/2024	101	25962	01692	JOSEPH DIETSCH	ELECTION WORK-11/5/24	264.00
11/13/2024	101	25963	01408	JULIE A ENGLER	ELECTION WORK-11/5/24	234.50
11/13/2024	101	25964	01958	ANITA JEAN GLYNN	ELECTION WORK-11/5/24	231.00
11/13/2024	101	25965	01776	DIANE GOLDING	ELECTION WORK-11/5/24	268.00
11/13/2024	101	25966	01775	GARY GOLDING	ELECTION WORK-11/5/24	234.50
11/13/2024	101	25967	01670	RUTH HELWIG	ELECTION WORK-11/5/24	231.00
11/13/2024	101	25968	00281	MARGIE HENRY	ELECTION WORK-11/5/24	234.50
11/13/2024	101	25969	01590	JANICE HOWDYSHHELL	ELECTION WORK-11/5/24	300.00
11/13/2024	101	25970	01963	THOMAS IDEMA	ELECTION WORK-11/5/24	238.00
11/13/2024	101	25971	01959	TRACIE MCCARTY	ELECTION WORK-11/5/24	227.50
11/13/2024	101	25972	01713	NANCI OSBORN	ELECTION WORK-11/5/24	231.00
11/13/2024	101	25973	01960	RANDY L SCHULTZ	ELECTION WORK-11/5/24	238.00
11/13/2024	101	25974	01673	JUDITH A SIMON	ELECTION WORK-11/5/24	255.50
11/13/2024	101	25975	01336	CYNTHIA M VELDT DIETSCH	ELECTION WORK-11/5/24 & EARLY VOTING	732.00
11/13/2024	101	25976	01372	JOSEPH W YODER	ELECTION WORK-11/5/24	300.00
11/13/2024	101	25977	01159	SUSAN K YODER	ELECTION WORK-11/5/24	300.00

101 TOTALS:

Total of 78 Checks:
Less 3 Void Checks:

5018993.57
0.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
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Total of 75 Disbursements:

500,993.57

Charter Township of Union Payroll
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Check Date: 10/24/24
Pay Period End Date:10/19/24

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	41,169.99
Fire Fund		
EDDA		
WDDA		
Sewer Fund		33,541.88
Water Fund		37,204.69
Total To Transfer from Pooled Savings		\$ 111,916.56

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	77,962.57
Employer Share Medicare		1,080.68
Employer Share SS		4,620.86
SUI		23.00
Pension-Employer Portion		6,691.17
Workers' Comp		458.65
Dental		1,675.85
Health Care		22,220.58
Vision		-
Vision Contribution		-
Health Care Contribution		(2,856.24)
Life/LTD		-
Cobra/Flex Administration		39.44
PCORI Fee		-
Total Transfer to Payroll Checking		\$ 111,916.56

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

CONFIRMATION NUMBER: _____ **DATE:** _____

ACH NUMBER: _____ **TIME:** _____

Charter Township of Union Payroll
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Check Date: 11/07/2024
Pay Period End Date:11/02/2024

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	45,197.79
Fire Fund		202.51
EDDA		
WDDA		
Sewer Fund		40,938.71
Water Fund		34,080.23
Total To Transfer from Pooled Savings		\$ 120,419.24

NOTE: CHECK TOTAL FOR TRANSFER

BS&A Gross Payroll	\$	79,110.04
Employer Share Medicare		1,094.39
Employer Share SS		4,679.37
SUI		11.29
Pension-Employer Portion		6,637.29
Workers' Comp		425.73
Dental		1,512.34
Health Care		28,905.34
Vision		435.91
Vision Contribution		(202.79)
Health Care Contribution		(2,856.24)
Life/LTD		666.57
Cobra/Flex Administration		-
PCORI Fee		-
Total Transfer to Payroll Checking		\$ 120,419.24

TOTAL TRANSFER FROM POOLED SAVINGS TO PAYROLL ACCOUNT

CONFIRMATION NUMBER: _____ **DATE:** _____

ACH NUMBER: _____ **TIME:** _____

**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM**

(See Governance Policy 3.10 for additional details)

BOARD MEMBER: Bryan Mielke

MONTH, YEAR: Jan - June 2024

Date MM/DD	Meeting	Time Attended		Total
		1hr or less	More than Hr	
1/24	Intergovernmental		✓	\$ 75
2/20	EDA		✓	\$ 75
3/14	SCIT Roundtable		✓	\$ 75
3/19	EDA	✓		\$ 50
4/16	EDA		✓	\$ 75
6/18	EDA	✓		\$ 50

Signature: *Bryan S. Mielke* **Date:** 11/3/24

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

**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM**
(See Governance Policy 3.10 for additional details)

BOARD MEMBER: Bryan Mielke

MONTH, YEAR: Jul - Oct 2024

Date MM/DD	Meeting	Time Attended		Total
		1hr or less	More than Hr	
7/16	EDA		✓	\$ 75
8/20	EDA	✓		\$ 50
9/17	EDA		✓	\$ 75
9/25	Intergovernmental		✓	\$ 75
10/15	EDA	✓		\$ 50

Signature: *Bryan Mielke* **Date:** 11/3/24

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



Union Township Report

Date: Tuesday, October 22, 2024



Alarm Date between 2024-10-13 and 2024-10-19

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000816						
		10/15/2024 11:54:17 PM	412	Gas leak (natural gas or LPG)	ENG 33	2	1
						Total Responding 2	
Union Township	0000817						
		10/16/2024 1:07:17 AM	611	Dispatched & canceled en route	ENG 33	2	1
						Total Responding 2	
Union Township	0000818						
		10/16/2024 4:25:36 PM	113	Cooking fire, confined to container	ENG 33	3	1
						Total Responding 3	

Union Township	0000819						
		10/17/2024 12:20:44 AM	745	Alarm system activation, no fire - unintentional	ENG 33	3	1
						Total Responding 3	
Union Township	0000821						
		10/17/2024 12:00:00 PM	113	Cooking fire, confined to container	ENG 33	2	1
						Total Responding 2	
Union Township	0000824						
		10/18/2024 3:00:46 PM	561	Unauthorized burning	ENG 33	3	1
						Total Responding 3	
	Total Runs					Total Responding 15	
	6						

**Note: Alarms
1=Duty Crew**

2=Paged Off Duty Full-time
3=Paged Paid-on-Call Firefighters
4=Paged All



Union Township Report

Date: Tuesday, October 29, 2024



Alarm Date between 2024-10-20 and 2024-10-26

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000830						
		10/20/2024 4:26:14 PM	321	EMS call, excluding vehicle accident with injury	ENG 33	2	1
						Total Responding 2	
Union Township	0000831						
		10/21/2024 5:19:02 AM	745	Alarm system activation, no fire - unintentional	ENG 33	2	1
						Total Responding 2	
Union Township	0000832						
		10/21/2024 9:17:04 PM	321	EMS call, excluding vehicle accident with injury	ENG 33	2	1
						Total Responding 2	

Union Township	0000833						
		10/22/2024 6:08:29 AM	742	Extinguishing system activation	ENG 33	2	1
						Total Responding 2	
Union Township	0000834						
		10/22/2024 9:32:00 AM	321	EMS call, excluding vehicle accident with injury	ENG 33	2	1
						Total Responding 2	
Union Township	0000835						
		10/22/2024 1:19:42 PM	745	Alarm system activation, no fire - unintentional	ENG 33	2	1
						Total Responding 2	
Union Township	0000837						
		10/23/2024 7:44:54 AM	700	False alarm or false call, other	ENG 32	3	1

							Total Responding 3
Union Township	0000838						
		10/23/2024 10:59:28 PM	745	Alarm system activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000839						
		10/24/2024 6:16:51 PM	311	Medical assist, assist EMS crew	ENG 32	9	3
						Total Responding 9	
Union Township	0000841						
		10/25/2024 8:45:38 PM	740	Unintentional transmission of alarm, other	ENG 32	2	1
						Total Responding 2	
Union Township	0000842						



Union Township Report

Date: Tuesday, November 5, 2024



Alarm Date between 2024-10-27 and 2024-11-02

District	NFIRS Number	Alarm Date	Incident Type Code	Incident Type	Apparatus Name	Personnel Count	Alarms
Union Township	0000844						
		10/27/2024 2:20:00 AM	324	Motor vehicle accident with no injuries.	ENG 32	2	4
		10/27/2024 2:20:00 AM	324	Motor vehicle accident with no injuries.	POV	9	4
						Total Responding 11	
Union Township	0000845						
		10/27/2024 5:52:00 AM	733	Smoke detector activation due to malfunction	ENG 32	2	1
						Total Responding 2	
Union Township	0000847						
		10/27/2024 11:46:46 AM	113	Cooking fire, confined to container	ENG 32	2	1

							Total Responding 2
Union Township	0000851						
		10/28/2024 8:42:27 PM	324	Motor vehicle accident with no injuries.	ENG 32	2	1
						Total Responding 2	
Union Township	0000854						
		10/28/2024 6:48:45 AM	322	Motor vehicle accident with injuries	ENG 32	2	1
						Total Responding 2	
Union Township	0000855						
		10/30/2024 3:05:12 PM	322	Motor vehicle accident with injuries	Rescue 31	2	4
		10/30/2024 3:05:12 PM	322	Motor vehicle accident with injuries	ENG 32	2	4
		10/30/2024 3:05:12 PM	322	Motor vehicle accident with injuries	POV	6	4
						Total Responding 10	

Union Township	0000856						
		10/30/2024 7:41:11 PM	745	Alarm system activation, no fire - unintentional	ENG 32	2	1
						Total Responding 2	
Union Township	0000859						
		10/31/2024 3:20:48 PM	444	Power line down	ENG 31	1	1
						Total Responding 1	
Union Township	0000860						
		10/31/2024 1:39:38 PM	444	Power line down	ENG 32	2	1
						Total Responding 2	
Union Township	0000862						
		10/31/2024 8:44:25 PM	746	Carbon monoxide detector activation, no CO	ENG 32	2	1

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** October 28, 2024
FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** November 13, 2024

ACTION REQUESTED: Approval of the bid from Nutriagro Environmental Solutions Inc. for the hauling and land application of biosolids sludge from the Waste Water Treatment Plant for three years in accordance with all EPA and State of Michigan Rules and Regulations in the amount of .055 cents per gallon in 2025 and .056 per gallon in 2026 and 2027.

Current Action Emergency

Funds Budgeted: If Yes Account # 590-540-801.200 No N/A

Finance Approval _____

BACKGROUND INFORMATION

Biosolids are primarily organic materials produced during wastewater treatment which may be put to beneficial use. An example of such use is the addition of biosolids to soil to supply nutrients and replenish soil organic matter. This is known as land application. Biosolids from the township’s waste water treatment plant are used on agricultural land and applied by a licensed biosolids hauler in accordance with all EPA and State of Michigan Rules and Regulations.

The Township produces and hauls approximately 750,000 to 850,000 gallons of biosolids each year. Land application is generally completed in late September or early October. Nutriagro Environmental Solutions is the contractor currently hauling and completing the land application of the township’s biosolids. The current contract with Nutriagro expires in 2024.

There was one responsive bidder for this work. This bid is as follows:

Bidder	Amount per gallon
Nutriagro Environmental Solutions Inc.	.055 for 2025 and .056 for 2026 & 2027

SCOPE OF SERVICES

Contractor is responsible for providing the following items:

- Land Site Packets and signed forms to Union Township
- All required EGLE sampling of Biosolids prior to land application
- Proper mixing of biosolids in underground storage tanks
- Trucking of biosolids to approved land application site
- Land Application of Approximately 750,000 to 850,000 gallons of biosolids in accordance to all Federal and State of Michigan Rules and Regulations.
- Field Application Report and Biosolids Tracking Sheets and Load Sheets after land application to Union Township.

JUSTIFICATION

It is recommended that the Biosolids Hauling and Land Application Bid be awarded to Nutrigo Environmental Solutions Inc. for three years in the amount of .055 cents per gallon for 2025 and .056 cents per gallon for 2026 and 2027. This recommendation is based on the responsiveness of the contractor to the RFP and the history of successful land application work performed by Nutriogro Environmental for the township.

PROJECT IMPROVEMENTS

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

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

COSTS

.055 cents per gallon/\$44,400.00 2025 (estimated)
.056 cents per gallon/\$44,800.00 2026 & 2027 (estimated)

Funds for this work will be included in the FY2025, FY2026, and FY2027 Budgets account number 590-540-801.200.

PROJECT TIME TABLE

Land application occurs annually in late September or early October

RESOLUTION

Approval of the bid from Nutrigo Environmental Solutions Inc. for the hauling and land application of biosolids sludge from the Waste Water Treatment Plant for three years in accordance with all EPA and State of Michigan Rules and Regulations in the amount of .044 cents per gallon for 2025 and .056 cents per gallon for 2026 and 2027.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

Proposal
2025 - 2027

**Charter Township of Union
4511 E River Rd
Mt Pleasant Mi 48858**

Proposal for Hauling & Land Application of Liquid Biosolids



September 1, 2024

NUTRIGRO ENVIRONMENTAL SOLUTION INC

Business Information		Business Details	
Company	NutriGro Environmental Solutions Inc (a subsidiary of Gawne Trucking Inc)	Established	1997
Address	P. O. Box 84 Charlotte, Mi. 48813	Servicing Area	Michigan
Phone number	517-204-4492	Market Served	Municipalities Agricultural Sector
Owner/President	Jamie Gawne	Services	<ul style="list-style-type: none"> Hauling and Land Application of biosolids Digester Cleaning Lagoon Services Agricultural Manure Management
Website	www.nutrigroesi.com	Annual volume hauled	<ul style="list-style-type: none"> 18 million gallons biosolids
Email	jg@nutrigroesi.com	Number of Employees	4
Headquarters	Charlotte, Michigan	Agronomic Competency	NutriGro Environmental Inc. employs a full-time agronomist with over 20 years' experience. We permit and calculate the agronomic rate to ensure compliance with EPA 40 CFR Part 503 regulations and all MDEQ and US-EPA regulations for the land application of wastewater sludge.
Equipment List		Equipment Safety	
4 Semi Trucks 7 top loading tankers-all capable of hauling ≥ 12,000-gallon capacity 1 tractor with 8500-gallon spreader 1 tractor with 9000-gallon spreader 1 tractor with 13,000-gallon spreader 2 tractors with pit pumps 1 Hyd power unit		Yearly safety inspections Monthly routine maintenance Safety Management Systems Inc. (record keeper) (Records available upon request)	
		Employee Safety	
		CDL-A with Tanker Endorsements Clean driving records Random Screening program OSHA standards	

Contract for **Charter Township of Union**

for the Removal, Transportation, Land Application and Agronomic Management of Biosolids

September 1, 2024

Nutrigro Environmental Solutions, Inc. ("NutriGro") (Contractor) proposes to provide the labor, materials, and services necessary for the removal, transportation, and land application of Biosolids ("Biosolids") for Charter Township of Union (Owner)

I. Responsibilities of Nutrigro

A. Acceptance of Biosolids

Contractor shall accept from the Owner Biosolids that are suitable for beneficial use in a land application program under federal, state, and local laws, rules, and regulations. The acceptance of Biosolids by the Contractor does not release the Owner for the ultimate responsibility for the Biosolids meeting Federal and State Regulations. If at any time the Biosolids does not meet Federal and State Regulations or becomes unfit for land application for other reasons, no other method or cost of disposal will be Contractor's responsibility.

The contractor understands the bid specifications put forth by The Charter Township of Union and can meet the parameters.

Contractor understands that the Wastewater Treatment Plant has approximately 800,000 gallons annually of Biosolids. The contractor will safely and effectively remove Biosolids residue in such a manner and in sufficient quantities to provide Owner with continuous and adequate operational capacity.

B. Biosolids Removal, Loading, and Transport

Contractor shall provide the necessary supervision, labor, and equipment to remove Biosolids residual from the Wastewater Treatment Plant, and load Biosolids into transport vehicles, and to transport the Biosolids to suitable farmland application sites in accordance with federal, state, and local laws, rules, and regulations.

The contractor will be responsible for the immediate containment and cleaning of any spilled material.

The vehicles utilized for the transportation of Owner's Biosolids shall be clean, free of residual debris and in good working order. Tankage trailers shall not leak, spill, or otherwise allow unintentional disbursement of hauled biosolids to the ground or roadways. Vehicles shall be operated in accordance with all local, state, and federal rules and regulations.

The contractor shall be responsible for the immediate containment and cleaning of any spilled material in areas not intended for land application. As well as notification of the spill location and volume to the WWTP, MDEQ and local authorities.

C. Computation of Quantity Removed

The contractor shall provide to the Owner a copy of a Contractor load sheet which details the following: date, time the truck left the WWTP, truck number, driver name, gallons / weight of Biosolids loaded on the vehicle, and farmer name. One copy of the load sheet(s) will remain with the Owner and the others will remain with Contractor.

D. Land Application of Biosolids Residuals & Hauling Schedule

Contractor shall provide labor and equipment to properly apply the Biosolids by sub-surface application, to suitable application sites at agronomic rates in accordance with all applicable federal, state, and local laws, rules, and regulations.

The contractor shall monthly report all required application parameters related to the RMP including volume, application rate, acreage used for each site where land application has occurred during the month.

Contractor shall transport and land apply during spring and fall to correlate with available farmland during those times. This is typically between March and December of each year.

E. Agronomic Responsibilities

In accordance with parameters outlined in the RMP, shall locate, permit, secure and coordinate farm site locations for Biosolids land application. Such sites shall be added to the existing list of active sites within the Union RMP.

Contractor shall coordinate and maintain an up-to-date inventory of site locations specifically permitted for the application of Biosolids from the WWTP. These site locations shall not be transferred or relinquished without written consent from the Union WWTP.

Contractor shall perform all necessary soil sampling and reporting as required by the RMP prior to land application.

Shall perform all necessary site analysis, identify, and flag restricted areas and coordinate with owners and growers prior to land application.

The contractor shall provide reports to the WWTP identifying the land application site list.

The contractor shall provide to the WWTP all necessary certifications and application information for the RMP annual report by no later than October 15th of each year.

F. Reporting Requirements

Contractor shall complete with the assistance of the Owner any state Biosolids disposal sheets as may be required by the Owner's Biosolids management permits that are applicable to the beneficial reuse and land application of the Biosolids.

G. Analyses & Permits

The contractor can provide Biosolids residual analyses for total metals and nutrients required by the IEPA, 40 CFR Part 503 Regulations and the Owner's permit. The contractor has no analysis calculated in the unit price. The contractor shall be responsible for all routine soil fertility analyses associated with land application of Owner's Biosolids during the length of this Contract.

H. Insurance

Contractor shall provide and maintain always during the term of this Agreement the following minimum insurance coverages:

- (a) Worker's Compensation (Statutory) \$500,000
- (b) Comprehensive General Liability
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
 - Products-comp/ops \$2,000,000
 - Aggregate \$2,000,000
- (c) Comprehensive Automobile Liability
 - Combined Single Limit \$1,000,000
- (d) Umbrella or Excess Liability \$5,000,000

I. Good Faith

If Contractor is unable to remove and land apply the Owner's Biosolids because of changes in the Biosolids that make it unfit for land application on agricultural land as defined or interpreted by federal, state or local regulatory agencies, or due to circumstances beyond Contractor's control such as precipitation (rain/ice/snow); change in laws or permits or other occurrences not reasonably within the range and control of Contractor, the Contractor may not be able to land apply Biosolids residual per Federal or State Regulations. If this situation were to arise, Contractor would complete this project as soon as possible after the extenuating circumstances have been remedied or give notice to Owner that new or different alternatives would have to be discussed. The parties agree to negotiate in good faith to resolve the matter.

J. Hold Harmless

Contractor, upon execution of the contract, agrees to assume all liability for and protect, indemnify, and save the City, its agents, officers, and employees harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. Contractor shall pay, settle compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the contractor shall at any time be considered an agent or employee of the Township.

K. Equal Employment Opportunity

Contractor is an Equal Opportunity Employer.

L. Nutrigro Environmental Solutions, Inc. has a strict protocol to be followed in the untimely event of a spill. If such an event occurs the person in charge of the lad, the operator of the application equipment, load stand operator or truck driver, must contact their immediate supervisor after making a visual assessment of the action and if possible, taking action to contain or correct the problem. The supervisor is to contact the Nutrigro Environmental Solutions operation's manager and the chain of contacts begins. The plant personnel are informed, and an assessment will be done by personnel from both entities. At this time the decisions will be made to contact local authorities, MDEQ representative, additional emergency services and so on depending upon severity. All the above continues while the containment efforts are addressed. All assets and efforts of Nutrigro Environmental Solutions, Inc will be focused on cleanup and rectifying the problem to protect the health and safety of the public.

II. Responsibilities of the Owner

A. Access

The Owner shall provide access for Contractor to facilitate the removal of Biosolids from the Owner's facility and shall include access roadways, gates, etc. as applicable. Owner shall also provide access to Owner's property.

B. Biosolids Quality and Permits

The Owner shall provide all information integral to the generation and composition of the Biosolids residuals that are to be land applied. The Owner agrees and hereby certifies that none of the materials to be provided to the Contractor under this Agreement shall constitute hazardous waste under federal, state, or local law. The Owner guarantees that it will not combine or mix hazardous waste with the material to be provided to the Contractor. The Owner shall provide high quality, nonhazardous, stabilized Biosolids to Contractor that is acceptable for land applicati

C. Permits

The Owner agrees to provide copies of all applicable permits and approvals acquired from regulatory agencies to the Contractor that are relevant to the proposed work. The Owner shall be responsible for and maintain all required federal, state, and local Biosolids management permits as required by federal, state, or local laws, rule, and regulations. The Owner shall abide by and shall have definition and responsibilities as a "preparer" of the Biosolids residual under the requirements of US EPA and IEPA.

D. Material Consistency

The contractor will receive notice from the Owner if any drastic operations changes will be made that will affect the Biosolids residual material to be land applied.

E. Biosolids Residual Quantity

This proposal is based on the Owner's anticipated volumes of approximately 800,000 gallons annually of biosolids. If required, the WWTP agrees to supply wash water to Contractor at no cost.

Costs

Contractor proposes costs at the following rates:

Rate 2025

Rate.055 per gallon

Standard metals & nutrient testing - \$500.00 per sample

Fecal Coliform testing - \$500.00 per set of 7

Optional Tank Cleaning/confined space work - \$500.00/hour

Pfas testing \$550

Rate 2026 & 2027

Rate 0.056 per gallon

Standard metals & nutrient testing - \$550.00 per sample

Fecal Coliform testing - \$550.00 per set of 7

Optional Tank Cleaning/confined space work - \$500.00/hour

Pfas testing \$550

Fuel Cost and Adjustment

NutriGro Environmental Solutions Inc. shall adjust the cost of services for each hauling event should fuel costs exceed \$3.50 per gallon. The fuel adjustment schedule will be the fixed document used for such purpose throughout the duration of this contract.

The unit price for biosolids management beneficial use services for any given removal operation will be subject to the adjustment below depending on the weekly fuel price (based on the week biosolids removal commences) determined by the United States Department of Energy's Energy Information Administration publication of Retail Prices for the Midwest United States in the On-Highway Diesel Fuel Price Table.

Diesel Price \$/Gallon	% Increase to Contract Price
Below \$3.50	None
\$3.50 - \$3.599	1.0%
\$3.60 - \$3.699	2.0%
\$3.70 and above= 1% increase per each \$0.10 increase in price/gallon.	

(This information is available at the website <http://www.eia.doe.gov>)
(On-Highway Diesel Prices Table - Midwest Colum

Contractor will submit an invoice to the owner that is numbered and clearly states dates, activities and pricing of work performed.

- Payments shall be subject to Net 30 days or 10 days after the regular monthly meeting of the Charter Township of Union which occurs after the cities receipt of the invoice (whichever occurs later).
- A two percent (2%) per month late charge will be applied to all unpaid balances greater than thirty (30) calendar days unpaid

Acceptance:

We accept the terms and conditions of this Agreement as prepared and presented to The Charter Township of Union within 30 days of September 1, 2024.

By signing this Agreement, the individuals guarantee that they have the authority to bind the respective parties in this Agreement.

Submitted by:

Nutrigro Environmental Solutions, Inc.

Date: _____

Accepted by:

The Charter Township of Union WWTP

By:

Date: _____

This proposal is valid for 30 days after today's date.

To: Board of Trustees	DATE: October 29, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 11/13/2024
ACTION REQUESTED: To conduct a Second Reading of the proposed PTXT 24-02 amendments to Section 14.2 (Site Plan Review) and Section 12.5 (Nonconforming Sites) to allow for administrative approval of a final site plan under certain circumstances and for the Zoning Administrator to apply the nonconforming site provisions to minor site plans, and to adopt the amendatory ordinance as Township Ordinance Number 24-05.	

Current Action Emergency
 Funds Budgeted: If Yes Account # No N/A

BACKGROUND INFORMATION

Zoning Administrator Approval of a Final Site Plan.

On January 25, 2023, the Board of Trustees adopted a Resolution of Intent to participate in the [Redevelopment Ready Communities](#) (RRC) certification program run by the Michigan Economic Development Corporation (MEDC), to further incorporate RRC best practices into the Township’s development-related ordinances and planning documents, and to pursue a Redevelopment Ready Communities certification. Streamlining the development review process is one of the topics emphasized in the RRC Best Practices, including in 3.5 (Approval Authority) below:

3.5 Approval Authority
 Approving permitted uses at the planning commission or staff level allows faster approval and respects the administrative nature of development review.

CRITERIA: The community streamlines the approval process by using administrative and planning commission approval authority.

Per the state Zoning Enabling Act and our Zoning Ordinance, the Planning Commission must approve a final site plan that is determined to be in full compliance with all applicable standards for approval. With that in mind, and with the goal of further streamlining the development approval process for site plan approval applicants, staff has initiated this proposed amendment to add an allowance for administrative approval of a final site plan that is determined to be in full compliance. This change would further reduce the development approval process timeline in most cases and would create an additional incentive for developers to provide complete and accurate site plans for review.

Zoning Administrator Authority to Apply the Nonconforming Sites Provisions to a Minor Site Plan.

Section 12.5 (Nonconforming Sites) was added to the Zoning Ordinance No. 20-06, as amended in 2020 to make it easier for owners of properties developed years ago to be able to make improvements and upgrades without the burden of needing to bring the entire site up to the current site development standards that would apply to a new development on a vacant lot. This Section has proven to be a very effective tool for encouraging improvements to older sites. However, the

current provisions of this Section require Planning Commission action. The proposed amendments would authorize the Zoning Administrator to apply Section 12.5 to minor site plan applications subject only to administrative approval. This change will support further redevelopment of older sites in the Township, especially where small additions or improvements are proposed for older commercial properties in our business districts.

Public Hearing, Planning Commission Recommendation, and County Review.

The Planning Commission held a public hearing during their September 17, 2024 meeting. There were no public comments. Following the hearing, the Commission took the following action:

Olver moved Gross supported to recommend to the Board of Trustees that the proposed Zoning amendments to Section 14.2 (Site Plan Review) and Section 12.5 (Nonconforming Sites) of the Zoning Ordinance No. 20-06 be adopted as presented. Roll Call Vote: Ayes: Gross, Lapp, McDonald, Olver, Shingles, Squattrito and Thering. Nays: 0. Abstained: Browne. Motion carried.

Per Section 307(1) of the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended), staff forwarded the as-recommended amendments to the County for review and comment. The following is a summary of all public notices and meetings for the proposed ordinance:

Date	Event	Actions
August 20, 2024	Regular Planning Commission meeting	Discussed the proposed ordinance. Motion adopted to hold a public hearing.
August 22, 2024	Notice of the date, time, and place of the Planning Commission’s public hearing per requirements of the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended).	Posting of the notice and the proposed ordinance at the Township Hall and on the Township’s website
August 25, 2024		Publication of the notice in The Morning Sun newspaper
Sept. 17, 2024	Public hearing and regular Planning Commission meeting	Public hearing, deliberation, and action to recommend the amendments to the Board of Trustees for adoption
Oct. 10 2024	Regular meeting of the Isabella County Planning Commission	The proposed ordinance was included on their agenda. No comments.
Oct. 23, 2024	Regular Board of Trustees meeting	Introduction and First Reading of the proposed ordinance
Oct. 24, 2024	Summary of the proposed ordinance and notice of the date, time, and place of the Second Reading per 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
Oct. 27, 2024		Publication of the summary and notice in The Morning Sun newspaper
Nov. 13, 2024	Regular Board of Trustees meeting	Second Reading and consideration of the proposed ordinance for adoption

SCOPE OF SERVICES

Second Reading and adoption of the proposed set of Zoning Ordinance amendments.

JUSTIFICATION

The Zoning Ordinance is an important regulatory tool for implementation of the Township Master Plan’s future land use and development policies. Allowing administrative approval of final site plans that fully comply with applicable standards would further streamline the Township’s development review process and remove the need to include “must approve” items on the Planning Commission’s agenda. Allowing the Zoning Administrator to apply the Section 12.5 (Nonconforming Sites) provisions to minor site plan applications would further encourage improvements to older commercial properties in our business districts and other older sites.

GOALS ADDRESSED

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

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

The proposed set of amendments will help to ensure that the Township’s Zoning Ordinance supports a sustainable community (1.0) and provides for fair and nondiscriminatory code enforcement (1.1.1.2). The commerce-friendly changes proposed to further streamline site plan approval procedures and expand administrative approval options are intended to support local economic development consistent with Redevelopment Ready best practices (1.5).

COSTS

NA

TIMETABLE

After a Second Reading and adoption by the Board of Trustees, the Zoning Ordinance amendments would take effect on the eighth day following publication of the required notice of adoption under the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

RESOLUTION

To conduct a Second Reading of the proposed PTXT 24-02 amendments to Section 14.2 (Site Plan Review) and Section 12.5 (Nonconforming Sites) to allow for administrative approval of a final site plan under certain circumstances and for the Zoning Administrator to apply the nonconforming site provisions to minor site plans, and to adopt the amendatory ordinance as Township Ordinance Number 24-05.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

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

ORDINANCE NO. 24-05

An ordinance to delete and replace in their entirety subsections “D.” through “O.” of Section 14.2 (Site Plan Review) of the Charter Township of Union Zoning Ordinance No. 20-06 for the purpose of revising review procedures and flowchart illustrations for the types of site plan reviews; to amend Section 12.5 (Nonconforming Sites) to clarify authority for the Zoning Administrator to apply this section to minor site plans subject to administrative approval; and to provide for repeal, severability, publication, and an effective date; all by authority of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended (MCL 125.3101 et seq.).

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

PART ONE – Title

This Ordinance shall be known and may be referred to as “Ordinance Number 24-05 Amending the Charter Township of Union Zoning Ordinance.”

PART TWO – Delete and Replace subsections “D.” through “O.” of Section 14.2 (Site Plan Review)

The text and illustrations of subsections “D.” through “O.” of Section 14.2 (Site Plan Review) are hereby deleted and replaced in their entirety to revise the review procedures and flowchart illustrations for various types of site plan approvals, as follows:

Section 14.02 Site Plan Review.

D. Fees and Escrow Deposits.

Required fees and escrow deposits shall be paid to the Township at the time of the filing of the application. No action shall be taken on an application for which a required fee or escrow deposit has not been paid in full.

E. Pre-Application Meetings.

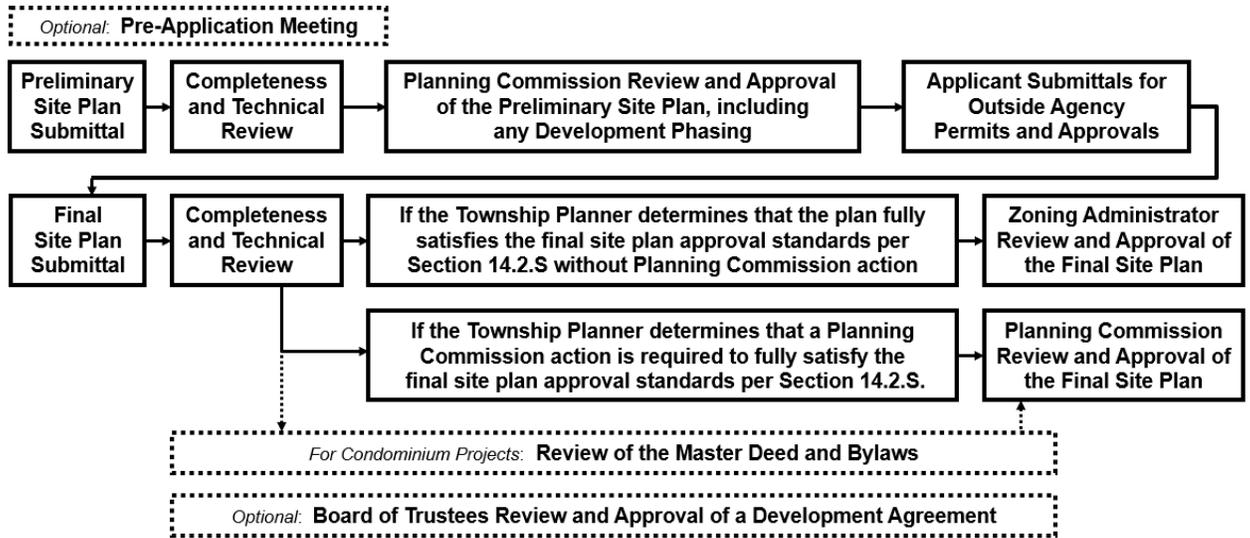
An applicant may request a pre-application meeting with the Township Planner and Zoning Administrator to discuss conceptual plans, ordinance requirements, and review procedures. Upon request, other Township staff or outside agency representatives may be invited to attend the pre-application meeting. Comments shall be advisory only. Any required fee shall be paid to the Township prior to the meeting.

F. Application Information.

The following minimum information shall be required with any application for site plan approval:

1. The name, address, and contact information for the applicant, and the applicant's legal interest in the property. If the applicant is not the owner, the name, address, and contact information for the owner(s) and the signed consent of the owner(s) shall also be required.
2. Signature(s) of the applicant(s) and owner(s), certifying the accuracy of the information.
3. A legal description of the property, including street address(es) and tax code number(s).
4. A description of the proposed use.
5. A site plan meeting the minimum information requirements of Section 14.02.P. (Required Site Plan Information) for the type of site plan applicable to the project.

G. Preliminary and Final Site Plan Approval Process.



Preliminary and Final Site Plan Approval Process

H. Filing of Preliminary Site Plan Application and Technical Review.

Applications for preliminary site plan approval shall be submitted and reviewed as follows:

1. Submittal of a complete application. A preliminary site plan application shall be filed at the Township Hall at least 28 calendar days prior to a regularly scheduled Planning Commission meeting, unless a shorter timeframe policy for review has been set by the Township Planner. A complete preliminary site plan application shall include, at a minimum, one (1) completed and signed copy of the required application form, the required fee and any required escrow deposit, two (2) large (up to 24-inch by 36-inch maximum) printed site plan sets, eleven (11) reduced 11-inch by 17-inch printed site plan sets, and one (1) digital copy in .PDF format of the complete set of all application materials and plans.
2. Completeness and technical review. Prior to Planning Commission consideration, the application materials and site plan shall be distributed to the Township Planner and Zoning Administrator for review and comment. The Township Planner or Planning Commission Chair may also request comments from other Township departments, consultants or outside agencies with jurisdiction. Applications found to be incomplete or inaccurate shall be returned to the applicant without further consideration.

I. Preliminary Site Plan Review and Action.

The Planning Commission shall review the application materials and site plan, along with any reports and recommendations. The Planning Commission shall identify and evaluate all relevant factors, and shall then take action by motion to approve the site plan, to approve the site plan with conditions, to deny the site plan application, or to postpone further consideration of the site plan application to a date certain:

1. Approval. The Planning Commission shall approve the preliminary site plan upon determination that it fully satisfies all applicable standards of Section 14.2.S. (Standards for Site Plan Approval).
2. Approval with conditions. The Planning Commission may approve the preliminary site plan subject to any conditions necessary to address necessary modifications; ensure that public services and facilities can accommodate the proposed use; protect significant natural resources or site features; ensure compatibility with adjacent land uses; or otherwise meet the intent and purposes of this Ordinance.
3. Postponement. Upon determination that the site plan 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 until a date certain further consideration.
4. Denial. Upon determination that the preliminary site plan does not comply with applicable requirements and standards of this Ordinance and other Township ordinances, or would require extensive revisions to comply with such requirements, it shall be denied. Failure of the applicant or agent to attend two (2) or more meetings shall also be grounds for the Planning Commission to deny site plan approval. If the site plan is denied, a written record shall be provided to the applicant listing the findings of fact and conclusions or reasons for denial.

5. Recording of Planning Commission action. Planning Commission action on the preliminary site plan shall be recorded in the Planning Commission meeting minutes, stating the name and location of the project, most recent plan revision date, findings of fact and conclusions for the Planning Commission's action, and any conditions of approval. The Zoning Administrator shall promptly notify the applicant of the preliminary site plan action and update the Township's record for the application to include a copy of the approved meeting minutes.
6. Effect of preliminary site plan approval. Approval of a preliminary site plan by the Planning Commission shall indicate its general acceptance of the proposed layout of buildings, roads, drives, parking areas, and other facilities and areas in accordance with the standards for preliminary site plan approval specified in Section 14.2.S. The Planning Commission may, at its discretion and with appropriate conditions attached, authorize limited work to begin for soils exploration, incidental site clearing, and other preliminary site work as specified in the authorization. At a minimum, the required conditions for any authorization shall include compliance with all applicable Township and outside agency permitting requirements, measures to control erosion, exemption of the Township from any liability if a final site plan is not approved, and submittal of an acceptable performance guarantee for site restoration if work does not proceed to completion.

J. Outside Agency Approvals.

The applicant shall be responsible for obtaining all necessary permits or approvals from applicable outside agencies, prior to submittal of an application for final site plan approval. Documentation of necessary outside agency permits or approvals shall be submitted to the Zoning Administrator.

K. Filing of Final Site Plan Application and Technical Review.

Applications for final site plan approval shall be submitted and reviewed as follows:

1. Eligibility. With the exception of a combined preliminary and final site plan approval application as allowed per Section 14.2.M. (Combining Preliminary and Final Site Plans), a final site plan application shall not be accepted by the Township without valid prior approval of a preliminary site plan for the same project.
2. Submittal of a complete application. A final site plan application shall be filed at the Township Hall at least 28 calendar days prior to a regularly scheduled Planning Commission meeting, unless a shorter timeframe policy for review has been set by the Township Planner. A complete final site plan application shall include:
 - a. At a minimum, one (1) completed and signed copy of the required application form, the required fee and any required escrow deposit, documentation of all required outside agency permits or approvals, two (2) large (up to 24-inch by 36-inch maximum) printed site plan sets, three (3) reduced 11-inch by 17-inch printed site plan sets, and one (1) digital copy in .PDF format of the complete set of all application materials and plans.
 - b. If the Township Planner finds that a Planning Commission review and action is necessary (see Section 14.2.L.3.), then the applicant will need to submit to the Township Hall a sufficient number of additional reduced 11-inch by 17-inch printed site plan sets for all Planning Commission members.

L. Final Site Plan Review and Action.

Applications for final site plan approval shall be submitted and reviewed as follows:

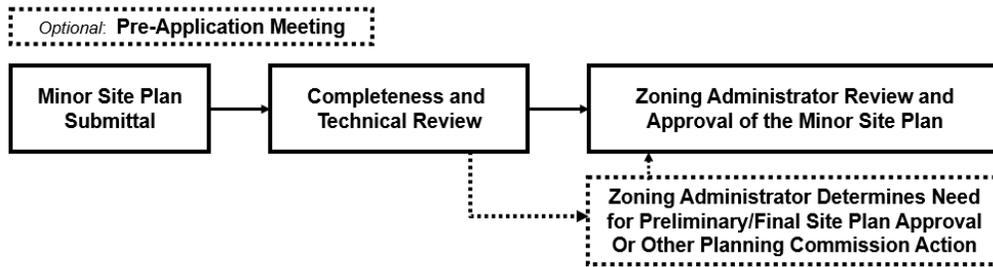
1. Completeness and technical review. Prior to final consideration and action, the application materials and site plan shall be distributed to the Township Planner and Zoning Administrator for review and comment. The Township Planner or Planning Commission Chair may also request comments from other Township departments, consultants or outside agencies with jurisdiction. Applications found to be incomplete or inaccurate shall be returned to the applicant without further consideration.
2. Limited authority for Zoning Administrator approval of a final site plan. If the Township Planner determines that the final site plan fully satisfies all applicable standards for final site plan approval as specified in Section 14.2.S. (Standards for Site Plan Approval), then the Zoning Administrator shall have authority to take final action to approve the site plan as presented.
 - a. The Zoning Administrator shall not have authority to approve a final site plan with conditions or to deny a final site plan approval.
 - b. The Zoning Administrator shall promptly notify the applicant of the final site plan approval action and update the Township's record for the application to note the approval.

3. Planning Commission authority for all other final site plan applications. If the Township Planner finds that a Planning Commission review and action is necessary before compliance with Section 14.2.S. (Standards for Site Plan Approval) could be determined, then the application materials and final site plan shall be forwarded to the Planning Commission for their review, along with any reports and recommendations. The Planning Commission shall identify and evaluate all relevant factors, and shall then take action by motion to approve the site plan, to approve the site plan with conditions, to deny the site plan application, or to postpone further consideration of the site plan application to a date certain:
 - a. Approval. The Planning Commission shall approve the final site plan upon determination that it fully satisfies all applicable standards of Section 14.2.S. (Standards for Site Plan Approval).
 - b. Approval with conditions. The Planning Commission may approve the final site plan subject to any conditions necessary to address necessary modifications; ensure that public services and facilities can accommodate the proposed use; protect significant natural resources or site features; ensure compatibility with adjacent land uses; or otherwise meet the intent and purposes of this Ordinance.
 - c. Postponement. Upon determination that the site plan 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 until a date certain further consideration.
 - d. Denial. Upon determination that the final site plan does not comply with applicable requirements and standards of this Ordinance and other Township ordinances, or would require extensive revisions to comply with such requirements, it shall be denied. Failure of the applicant or agent to attend two (2) or more meetings shall also be grounds for the Planning Commission to deny site plan approval. If the site plan is denied, a written record shall be provided to the applicant listing the findings of fact and conclusions or reasons for denial.
4. Recording of Planning Commission action. Planning Commission action on the final site plan shall be recorded in the Planning Commission meeting minutes, stating the name and location of the project, most recent plan revision date, findings of fact and conclusions for the Planning Commission's action, and any conditions of approval. The Zoning Administrator shall promptly notify the applicant of the final site plan approval action and update the Township's record for the application to include a copy of the approved meeting minutes.
5. Effect of Final Site Plan Action. Approval of a final site plan by the Zoning Administrator constitutes the final zoning approval for the project and allows for issuance of a building permit to begin site work or construction, provided all other construction and engineering requirements have been met [see also Section 19.10 (Development Agreement)].

M. Combining Preliminary and Final Site Plans.

An applicant may, at the applicant's discretion and risk and with approval of the Planning Commission, combine a preliminary site plan and a final site plan into one (1) consolidated application for approval. The applicant shall pay the required fees and escrow deposit for both preliminary and final site plan review. The Planning Commission shall have the authority to grant only a preliminary site plan approval or to require submittal of a preliminary site plan separate from a final site plan where, in its opinion, the completeness of the site plan or complexity or size of the proposed development so warrant. Preliminary and final site plan approval applications shall not be combined for any multi-phase development.

N. Minor Site Plan Approval Process.



Minor Site Plan Approval Process

O. Minor Site Plan Applications, Review, and Action.

Applications for minor site plan approval shall be submitted and reviewed as follows:

1. Submittal of a complete application. A minor site plan application shall be filed at the Township Hall a minimum of one (1) completed and signed copy of the required application form, the required fee, two (2) printed site plan sets, and one (1) digital copy in .PDF format of the complete set of all application materials and plans.
2. Completeness and technical review. Prior to final consideration and action, the Zoning Administrator shall review the application materials and site plan for completeness, accuracy, and compliance with all applicable requirements and standards of this Ordinance and other Township ordinances. Applications found to be incomplete or inaccurate shall be returned to the applicant without further consideration.
3. Referral of a minor site plan application to the Planning Commission. Upon determination that the proposed project scope warrants a more comprehensive review under the standards for preliminary and final site plan approval applications (see Section 14.2.G. (Preliminary and Final Site Plan Approval Process)), the Zoning Administrator shall return the minor site plan application to the applicant with direction to submit a preliminary site plan approval application instead. Upon determination that an element of the site plan requires a Planning Commission action prior to final administrative approval of the minor site plan, the Zoning Administrator shall forward the application materials and site plan to the Planning Commission for their review and action.
4. Zoning Administrator review and action. The Zoning Administrator shall review the application materials and site plan, shall identify and evaluate all relevant factors, and shall then take action to approve the minor site plan, to approve the minor site plan with conditions, to deny the site plan application, or to postpone further consideration of the site plan application to a date certain, as follows:
 - a. Approval. The Zoning Administrator shall approve the minor site plan upon determination that it fully satisfies all applicable standards of Section 14.2.S. (Standards for Site Plan Approval).
 - b. Approval with conditions. The Zoning Administrator may approve the minor site plan subject to any conditions necessary to address necessary modifications; ensure that public services and facilities can accommodate the proposed use; protect significant natural resources or site features; ensure compatibility with adjacent land uses; or otherwise meet the intent and purposes of this Ordinance.
 - c. Postponement. Upon determination that the site plan is not sufficiently complete for approval or denial, or upon request by the applicant, the Zoning Administrator may postpone until a date certain further consideration with direction given to the applicant of the deadline date and any details or revisions needed prior to further review and action.
 - d. Denial. Upon determination that the minor site plan does not comply with applicable requirements and standards of this Ordinance and other Township ordinances, or would require extensive revisions to comply with such requirements, it shall be denied.
5. Recording of minor site plan action. The Zoning Administrator shall promptly notify the applicant of the final action on the minor site plan and update the Township's record for the application. If the minor site plan is denied, a written record shall be provided to the applicant listing the findings of fact and conclusions or reasons for denial.

PART THREE – Delete and Replace Section 12.5 (Nonconforming Sites)

The text of Section 12.5 (Nonconforming Sites) is hereby deleted and replaced in its entirety to add authority for the Zoning Administrator to apply this section to minor site plans subject to administrative approval, as follows:

Section 12.5 Nonconforming Sites

The purpose of this Section is to encourage improvements to existing sites in the Township that were developed before the site design requirements of this Ordinance were established or amended. This Section establishes requirements for prioritizing improvements to existing nonconforming sites that are intended to gradually bring the site into compliance with current Ordinance requirements. Nonconforming sites may be improved or modified without a complete upgrade of all site elements, subject to the following conditions:

- A. A nonconforming site shall not be improved or modified in a manner that increases its nonconformity.
- B. The proposed site improvements shall address public health, safety, and welfare by resolving public safety deficiencies and pedestrian/vehicle conflicts and improving emergency access.
- C. The proposed site improvements shall include at least three (3) of the following, as accepted by the Planning Commission for preliminary and final site plan approval applications, or by the Zoning Administrator for minor site plan applications:
 1. Preservation of natural resources or historical site features.
 2. Pedestrian access improvements.
 3. Vehicular access and circulation improvements.
 4. Building design or exterior facade improvements.
 5. Off-street parking or loading improvements.
 6. Landscaping improvements.
 7. Screening and buffering improvements.
 8. Exterior lighting improvements.
 9. Drainage and stormwater management improvements.
- D. Clean up or restoration of a blighted site, removal of contaminated soil, or similar environmental improvements.
- E. The scope of any additional site improvements requested by the Planning Commission, or by the Zoning Administrator for minor site plan applications, shall be in reasonable proportion to the scale and construction cost of proposed building improvements, expansions, or other improvements.
- F. A reasonable timeline for completion of site improvements to an existing nonconforming site may be approved as part of any plan approval. Failure to complete improvements in accordance with an approved timeline shall be deemed a violation of this Ordinance.

PART FOUR – Repeal

All ordinances or parts of ordinances in conflict with the provisions of this amendatory ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this amendatory ordinance full force and effect.

PART FIVE – Severability

If any section, subsection, clause, phrase or portion of this amendatory ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

PART SIX – Publication

The Clerk for the Charter Township of Union shall cause this amendatory ordinance to be published in the manner required by law.

PART SEVEN – Effective Date

This amendatory ordinance was approved and adopted by the Charter Township of Union Board of Trustees, Isabella County, Michigan, on _____, 2024, after initiation and a public hearing by the Planning Commission on September 17, 2024 as required pursuant to the Michigan Public Act 110 of 2006, as amended, and after introduction and a first reading by the Board of Trustees on October 23, 2024 and publication after such first reading as required by Michigan Act 359 of 1947, as amended. This amendatory ordinance shall be effective on _____, 2024, which date is more than seven days after publication of the ordinance as is required by Section 401(6) of Act 110 of 2006, as amended, provided that this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110 of 2006, as amended.

CERTIFICATION OF ADOPTION AND PUBLICATION OF TOWNSHIP ORDINANCE

I, Lisa Cody, the duly elected Clerk of The Charter Township of Union, Isabella County, Michigan, hereby certify that the foregoing Ordinance was adopted at a meeting of the Charter Township of Union Board of Trustees on the _____ day of _____, 2024, at which the following members of the Board of Trustees were present and voted in person as follows:

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

I further certify that a summary and notice of adoption of this Ordinance were published in The Morning Sun, a newspaper of general circulation in The Charter Township of Union on _____, 2024.

Certification Date: _____, 2024

Lisa Cody, Clerk

I, Bryan Mielke, the duly elected Supervisor of The Charter Township of Union, Isabella County, Michigan, hereby confirm the authenticity of this record and Ordinance.

Bryan Mielke, Supervisor

Date: _____, 2024

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** October 30, 2024

FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** November 13, 2024

ACTION REQUESTED: Approval of the bid from JR Heineman for the EGLE Drinking Water State Revolving Fund (DWSRF) ARPA Grant Division C Water Treatment Plant Expansion in the amount of \$3,941,445.07 and authorize the Township Manager to sign the contract.

Current Action Emergency

Funds Budgeted: If Yes Account # 591-536-972.003 No N/A

Finance Approval _____

Background Information

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

In February of 2023 Union Township approved a contract with Gourdie Frasier to complete a Preliminary Engineering Project Plan Report. The Township submitted the Project Plan to the Department of Great Lakes and Energy (EGLE) Drinking Water Revolving Fund (DWRF) Loan / Grant program in June 2023. EGLE formally notified the Charter Township of Union in October of 2023 that we were awarded \$10,985,000 in grant funding for the entire scope of projects requested in the Project Plan. A power point presentation to the Township Board providing a high-level overview was completed at the Board of Trustees Meeting on October 25, 2023, which highlighted the following projects.

Treatment Facility Expansion (700 GPM)

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

Watermain Extensions

- Pickard / Summerton Road to Broadway Road

Lead Service Line Inventory

- Final Inspection / Verification Inventory due October 16, 2024 (20% of the unknowns).
- 466 leads identified as unknown or lead origin.

Due to the complexity and unique scope of each major capital improvement the projects have been separated into Divisions. Utilizing separate Divisions will 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. These are as follows:

- Division A: Water Supply – Well Development
- Division B: Water Main Transmission and Extension
- Division C: Water Treatment Plant Expansion
- Division D: Lead Service Line Inventory

The Township’s deadline for bidding of all of the projects is October of 2024. The deadline for completing the full scope of the projects and closeout is September 15, 2026.

Division C Water Treatment Plant Expansion was bid, and sealed bids were received on October 29, 2024 @ 10:00 a.m. Two bids were received for this project. The bids are as follows:

Bidder	Amount
RCL Construction	\$4,517,499.20
JR Heineman	\$3,941,445.07

Scope of Services

The scope of services are as follows:

Isabella Water Treatment Plant Upgrades

Building Expansion to accommodate treatment operations includes the following elements:

- Mason Block
 - Doors and windows
 - Plumbing, electrical, ventilation, and lighting
 - Flooring, ceiling, walls, etc.
- A. Iron Removal Treatment Room:
- 2,500 Square Foot building expansion to accommodate additional iron removal filter
 - One (1) 10’ diameter x 26’ long horizontal pressure filter and associated equipment, piping, fittings, and valves, furnishing of all labor, materials
 - Electrical and telemetry connections, instrumentation, wiring and conduit and SCADA programming
- B. High Service Pump Room:
- 430 Square Foot building expansion to accommodate additional pump:
 - The pump system shall consist of one (1) pump rated at 800 gpm (100 Hp) operating with Variable Frequency Drive (VFD) and associated, piping, fittings, and valves, furnishing of all labor, materials
 - Electrical and telemetry connections, instrumentation, wiring and conduit and SCADA programming
- C. Chemical Feed Room
- 250 Square Foot building expansion to accommodate chemical feed room and chemical storage room
 - Supply and installation of three (3) duplex chemical feed wall mounted skid packages.

- Associated conduit and piping
 - Electrical and telemetry connections, instrumentation, wiring and conduit and SCADA programming
- D. Maintenance Room
- 610 Square Foot building expansion to accommodate additional maintenance / storage.
- E. Site Work
- Yard Piping including water main, service line, hydrants, valves and appurtenances.
 - Site grading, stormwater conveyance and backwash lagoon expansion
 - Asphalt Drive and Parking Expansion
 - 20' x30' Storage building including concrete pad
 - Miscellaneous site elements including bollards, dumpster pad, and restoration

Mission Water Treatment Plant Upgrades

Integration of Mission Water Plant with Isabella Water Plant to include the following elements within the existing plant:

- Connection of existing 8-inch transmission main located on site
- Removal and disposal of existing gravity filter including concrete pad and roof repairs
- Internal process piping connections and including flowmeter installation.
- Electrical and telemetry connections, instrumentation, wiring and conduit and SCADA programming related to new flowmeter.

Well Site No. 12

Construction of a wellhouse for Well #12 including the following elements:

- F. Wellhouse
- 300-square-foot mason block Well House including, electrical, heating, ventilation, and lighting.
 - Mechanical piping, valves, fittings and appurtenances,
 - 40 Hp VFD, electrical and telemetry connections, instrumentation, wiring and conduit, and SCADA programming
- G. Site Work
- Onsite gas generator set, automatic transfer switch.
 - Site Electrical and Fiber Optic
 - Watermain Connections to existing well and system.
 - Site Grading and restoration

Justification

The bid from JR Heineman has been reviewed, and references checked. Their bid and references met the requirements presented in the bid documents. Approving the bid from JR Heineman will allow us to meet the construction schedule for the Division C Water Treatment Plant Expansion Project as well as the final ARPA Grant Project completion and closeout date of September 15, 2026.

Project Improvements

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

- 1. Community well-being and common good

Costs

\$3,941,445.07 – Account Number 591-536-972.003 Capital Projects – Water System Division C

Project Time Table

Division C: Water Treatment Plant Expansion – Substantial Completion July 1, 2026

Resolution

Approval of the bid from JR Heineman for the EGLE Drinking Water State Revolving Fund (DWSRF) ARPA Grant Division C Water Treatment Plant Expansion in the amount of \$3,941,445.07 and authorize the Township Manager to sign the contract.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



November 1, 2024

Union Township Board of Trustees
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, MI 48858

Re: Charter Township of Union – Drinking Water State Revolving Fund (DWSRF # 7705A)
Letter of Recommendation for Division C: Water Treatment Plant Upgrades
GFA #23499

Dear Township Board:

We have reviewed the bids received on Tuesday October 29th, 2024, for the above referenced project. The two (2) responsive bidders to the project and their bid prices are summarized below. The complete bid tabulations for both bidders are attached to this letter for your reference.

	<u>Base Bid</u>
1. RCL Construction	\$4,517,499.20
2. JR Heineman	\$3,941,445.07

As the Engineer for this project, GFA prepared design, construction and bid documents and held a non-mandatory pre bid meeting and formal bid opening to solicit competitive prices from qualified Contractors to perform this work. The original construction cost estimate prepared and submitted as part of the Drinking Water State Revolving Fund (DWSRF) in 2023 was estimated at \$4,561,250.00.

GFA conducted an extensive review of the bids and inquired with the low bidder contractor exclusively on ability to complete the job, outstanding concerns/unknowns that may impact the project scope and/or budget and requested list of intended subcontractors to be used. The low bidder acknowledged in writing full compliance with the contract documents and provided a list of electrical, mechanical, masonry, roofing, painting, glass, steel fabrications and site contractors. Several references also responded providing positive feedback and acknowledgment of their skill and ability.

Overall, based upon our evaluation and reference inquiries, JR Heineman is capable of completing the job at the bid price and within the project timeframe. They have been in business for over 100 years and have spent the last few years doing work specifically for the City of Flint. It is our recommendation that the Township Board approve JR Heineman for \$3,941,445.07. GFA and Township staff will continue to work with the contractor to implement cost saving measures as the project progresses and provide construction administration and inspection services. Please contact me if you have any questions.

Very truly yours,

JENNIFER GRAHAM, P.E.
Director of Engineering



**Charter Township of Union
DWSRF Project DW-7705A
2024 Water System Upgrades
Division C: Water Treatment Plant Upgrades
BID RESULTS SUMMARY - Base Bid**

Item No.	Description	Unit	Estimated Quantity	RCL Construction		JR Heineman	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
SITE							
1	Mobilization, Max 5%	LS	1	\$ 193,200.00	\$ 193,200.00	\$ 25,300.00	\$ 25,300.00
2	Site Clearing & Grubbing	AC	1.22	\$ 5,750.00	\$ 7,015.00	\$ 5,500.00	\$ 6,710.00
3	Site Grading	AC	1.22	\$ 11,500.00	\$ 14,030.00	\$ 9,015.60	\$ 10,999.03
4	Asphalt Surface Removal	SF	10,600	\$ 1.50	\$ 15,900.00	\$ 0.83	\$ 8,798.00
5	Concrete Pad / Apron Removal	SF	280	\$ 2.30	\$ 644.00	\$ 3.85	\$ 1,078.00
6	Dumpster Removal, Including Enclosure	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 13,750.00	\$ 13,750.00
7	Water Main Abandonment, Including Cut & Cap	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 2,750.00	\$ 2,750.00
8	Relocate Existing Hydrant (Live Tap)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 3,850.00	\$ 3,850.00
9	Pole Building, 20'x30', Including Concrete Pad and Electric Service	LS	1	\$ 61,000.00	\$ 61,000.00	\$ 107,167.50	\$ 107,167.50
10	SESC Controls, Silt Fence	LF	800	\$ 3.50	\$ 2,800.00	\$ 4.40	\$ 3,520.00
11	Asphalt Pavement, 4EL Top/Base 330#/Syd	SY	2,000	\$ 28.50	\$ 57,000.00	\$ 27.50	\$ 55,000.00
12	6" Aggregate Base	CY	340	\$ 40.00	\$ 13,600.00	\$ 66.00	\$ 22,440.00
13	Raised Bit Curb	LF	300	\$ 6.00	\$ 1,800.00	\$ 6.05	\$ 1,815.00
14	Asphalt Spillway, Including Rip Rap	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 1,969.00	\$ 3,938.00
15	Standard Concrete Walk	SF	120	\$ 9.00	\$ 1,080.00	\$ 43.01	\$ 5,161.20
16	Concrete Pad	SF	420	\$ 9.00	\$ 3,780.00	\$ 20.56	\$ 8,635.20
17	Concrete Dumpster Pad	SF	100	\$ 22.00	\$ 2,200.00	\$ 124.98	\$ 12,498.00
18	Drainage Swale	LF	90	\$ 17.00	\$ 1,530.00	\$ 18.33	\$ 1,649.70
19	Backwash / Stormwater Basin Expansion	SF	49,500	\$ 0.12	\$ 5,940.00	\$ 1.01	\$ 49,995.00
20	Bollards	EA	10	\$ 500.00	\$ 5,000.00	\$ 1,081.74	\$ 10,817.40
21	Connect to Existing Water Main, All sizes	EA	2	\$ 11,500.00	\$ 23,000.00	\$ 1,375.00	\$ 2,750.00
22	Connect to Existing (Live Tap), Including Tapping Sleeve & Valve (all Sizes)	EA	2	\$ 17,000.00	\$ 34,000.00	\$ 13,750.00	\$ 27,500.00
23	2" Yard Hydrant (Live Tap)	EA	1	\$ 5,700.00	\$ 5,700.00	\$ 3,300.00	\$ 3,300.00
24	2" Water Sample Line (Post), HDPE DR 9	LF	20	\$ 85.00	\$ 1,700.00	\$ 110.00	\$ 2,200.00
25	16" C900 Water Main	LF	300	\$ 165.00	\$ 49,500.00	\$ 330.00	\$ 99,000.00
26	12" C900 Water Main	LF	40	\$ 150.00	\$ 6,000.00	\$ 206.80	\$ 8,272.00
27	8" C900 Water Main	LF	120	\$ 145.00	\$ 17,400.00	\$ 160.60	\$ 19,272.00
28	Insertion Valve, All Sizes	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 16,192.00	\$ 32,384.00
29	Site Restoration	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 53,196.00	\$ 53,196.00
Facility							
30	Filter Room Existing Building Demolition & Removals	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 16,995.88	\$ 16,995.88
31	Pump Room Existing Building Demolition & Removals	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 8,398.28	\$ 8,398.28
32	Chem Feed / Storage Room Existing Building Demolition & Removals	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,998.28	\$ 3,998.28
33	Maintenance Room Existing Building Demolition & Removals	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,998.28	\$ 3,998.28
34	Filter Room Building Expansion, Including Doors & Windows	SF	2500	\$ 300.00	\$ 750,000.00	\$ 99.26	\$ 248,150.00
35	Filter Room Expansion - Electrical, Plumbing, HVAC & lighting	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 73,832.00	\$ 73,832.00
36	Pump Room Building Expansion, Including Doors & Windows	SF	430	\$ 155.00	\$ 66,650.00	\$ 135.94	\$ 58,454.20
37	Pump Room Expansion - Electrical, Plumbing, HVAC & lighting	LS	1	\$ 61,000.00	\$ 61,000.00	\$ 58,157.00	\$ 58,157.00
38	Chemical Feed & Storage Room Expansion, Including Doors & Windows	SF	250	\$ 150.00	\$ 37,500.00	\$ 188.54	\$ 47,135.00
39	Chemical Feed & Storage Room Expansion - Electrical, Plumbing, HVAC & lighting	LS	1	\$ 98,000.00	\$ 98,000.00	\$ 95,315.00	\$ 95,315.00

40	Maintenance Garage Building Expansion, Including Doors & Windows	SF	610	\$ 115.00	\$ 70,150.00	\$ 277.84	\$ 169,482.40
41	Maintenance Garage Expansion - Electrical, Plumbing, HVAC & Lighting	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 44,986.70	\$ 44,986.70
42	Existing Process Piping Removal & Abandonments	LS	1	\$ 6,900.00	\$ 6,900.00	\$ 6,600.00	\$ 6,600.00
	Proposed Process Piping, Including Valves, Fittings & Appurtenances	LS	1	\$ 269,100.00	\$ 269,100.00	\$ 257,400.00	\$ 257,400.00
44	Instrumentation (Flowmeters & Transducers)	LS	1	\$ 82,000.00	\$ 82,000.00	\$ 78,999.80	\$ 78,999.80
45	Horizontal Pressure Filter, Including Face Piping, Valves, Fittings, Aerator & Panels	LS	1	\$ 1,237,869.00	\$ 1,237,869.00	\$ 1,026,916.00	\$ 1,026,916.00
46	Horizontal Pressure Filter Room Electrical/Controls, Wiring & Conduit	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 31,267.50	\$ 31,267.50
47	Horizontal Pressure Filter Backwash Piping	LS	1	\$ 42,600.00	\$ 42,600.00	\$ 37,400.00	\$ 37,400.00
48	Backwash Pit, Including Grating & Discharge Connection	LS	1	\$ 15,100.00	\$ 15,100.00	\$ 550.00	\$ 550.00
49	Trench Drain, Including Grating	LF	40	\$ 575.00	\$ 23,000.00	\$ 72.05	\$ 2,882.00
50	3" Sch 80 PVC Airwash Piping, including Valves, Fittings & Appurtenances, Including Demolition of Existing	LF	30	\$ 324.00	\$ 9,720.00	\$ 310.20	\$ 9,306.00
51	Chemical Feed, Sample Line & Compressed Air Poly Tubing	LS	1	\$ 9,200.00	\$ 9,200.00	\$ 6,820.00	\$ 6,820.00
52	Proposed High Service Pump #4	LS	1	\$ 89,000.00	\$ 89,000.00	\$ 85,030.00	\$ 85,030.00
53	Pump Room Electrical/Controls, Wiring & Conduit	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 8,299.50	\$ 8,299.50
54	Proposed Chemical Feed Skids	EA	3	\$ 22,500.00	\$ 67,500.00	\$ 23,595.00	\$ 70,785.00
55	Chemical Feed Pump	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 9,482.00	\$ 9,482.00
56	Chemical Feed Room Electrical / Controls, Wiring & Conduit	LS	1	\$ 43,000.00	\$ 43,000.00	\$ 43,619.40	\$ 43,619.40
57	2" & 4" Sch 40 PVC Conduit & Fittings for Chemical Feed, Including Demolition of Existing	LF	60	\$ 155.00	\$ 9,300.00	\$ 137.50	\$ 8,250.00
58	2" Sch 40 PVC Conduit & Fittings for Compressed Air, Including Demolition of Existing	LS	1	\$ 3,450.00	\$ 3,450.00	\$ 3,300.00	\$ 3,300.00
59	SCADA Allowance (Instrumentation / Control Contractor)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
60	Facility Restoration	LS	1	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00
MISSION WATER TREATMENT PLANT							
1	Mobilization, Max 5%	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 9,680.00	\$ 9,680.00
2	Gravity Filter Removal, 12' Dia.	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 62,425.00	\$ 62,425.00
3	Roof Removal and Replacement	LS	1	\$ 23,550.00	\$ 23,550.00	\$ 46,757.40	\$ 46,757.40
4	Mechanical Piping, Valves & Fitting Modifications	LS	1	\$ 16,560.00	\$ 16,560.00	\$ 15,840.00	\$ 15,840.00
5	Concrete Pad Removal and Replacement	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 13,618.00	\$ 13,618.00
6	Flow Meter including Electrical & Conduit	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 24,545.40	\$ 24,545.40
7	8" C900 Transmission Main	LF	20	\$ 0.01	\$ 0.20	\$ 220.00	\$ 4,400.00
8	8" Gate Valve	EA	1	\$ -	\$ -	\$ 3,300.00	\$ 3,300.00
9	Connect to Existing Water Main	EA	1	\$ 5,106.00	\$ 5,106.00	\$ 3,300.00	\$ 3,300.00
10	SESC and Restoration	LS	1	\$ 6,325.00	\$ 6,325.00	\$ 7,700.00	\$ 7,700.00
11	SCADA Allowance (Instrumentation / Control Contractor)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
WELL SITE NO. 12							
1	Mobilization, Max 5%	LS	1	\$ 15,300.00	\$ 15,300.00	\$ 24,475.00	\$ 24,475.00
2	Well House Building	SF	300	\$ 230.00	\$ 69,000.00	\$ 439.60	\$ 131,880.00
3	Generator Set	LS	1	\$ 52,000.00	\$ 52,000.00	\$ 52,154.30	\$ 52,154.30
4	Automatic Transfer Switch	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 5,698.00	\$ 5,698.00
5	Mechanical Piping, Valves, & Fittings	LS	1	\$ 39,200.00	\$ 39,200.00	\$ 40,810.00	\$ 40,810.00
6	Instrumentation (Flowmeter & Transducer)	LS	1	\$ 41,000.00	\$ 41,000.00	\$ 39,305.02	\$ 39,305.02
7	Wellhouse Electrical, Lighting & HVAC	LS	1	\$ 63,400.00	\$ 63,400.00	\$ 60,650.70	\$ 60,650.70
8	Connect to Existing Water Main, 8"	EA	2	\$ 5,750.00	\$ 11,500.00	\$ 2,200.00	\$ 4,400.00
9	8" C900 Water Main	LF	100	\$ 150.00	\$ 15,000.00	\$ 159.50	\$ 15,950.00
10	Site Electrical Allowance	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
11	Fiber Optic Allowance	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
12	SESC and Restoration	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 11,000.00
13	SCADA Allowance (Instrumentation / Control Contractor)	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
14	Natural Gas Allowance	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
				Total of All Unit Price Bid Items		\$ 4,517,499.20	\$ 3,941,445.07
= Rounding/Calculatory Error							

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** October 28, 2024
FROM: Kim Smith – Public Services Director **DATE FOR BOARD CONSIDERATION:** November 13, 2024
ACTION REQUESTED: Approval of the bid from National Industrial Maintenance for the EGLE Drinking Water State Revolving Fund (DWSRF) ARPA Grant Division D Lead Service Line Inventory in the amount of \$466,790.00 and authorize the Township Manager to sign the contract.

Current Action Emergency _____

Funds Budgeted: If Yes Account # 591-536-972.004 No _____ N/A _____

Finance Approval _____

Background Information

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

In February of 2023 Union Township approved a contract with Gourdie Frasier to complete a Preliminary Engineering Project Plan Report. The Township submitted the Project Plan to the Department of Great Lakes and Energy (EGLE) Drinking Water Revolving Fund (DWRF) Loan / Grant program in June 2023. EGLE formally notified the Charter Township of Union in October of 2023 that we were awarded \$10,985,000 in grant funding for the entire scope of projects requested in the Project Plan. A power point presentation to the Township Board providing a high-level overview was completed at the Board of Trustees Meeting on October 25, 2023, which highlighted the following projects.

Treatment Facility Expansion (700 GPM)

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

Watermain Extensions

- Pickard / Summerton Road to Broadway Road

Lead Service Line Inventory

- Final Inspection / Verification Inventory due October 16, 2024 (20% of the unknowns).
- 466 leads identified as unknown or lead origin.

Due to the complexity and unique scope of each major capital improvement the projects have been separated into Divisions. Utilizing separate Divisions will 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. These are as follows:

- Division A: Water Supply – Well Development
- Division B: Water Main Transmission and Extension
- Division C: Water Treatment Plant Expansion
- Division D: Lead Service Line Inventory

The Township’s deadline for bidding of all of the projects is October of 2024. The deadline for completing the full scope of the projects and closeout is September 15, 2026.

Division D Lead Service Line Inventory was bid, and sealed bids were received on October 11, 2024 @ 9:00 a.m. Three bids were received for this project. The bids are as follows:

Bidder	Amount
The Isabella Corporation	\$1,265,000.00
Super Construction LLC	\$948,212.00
National Industrial Maintenance	\$466,790.00

Scope of Services

The scope of services are as follows:

- Service Line Potholing and identification, Point 2
- Service Line Potholing and identification, Point 3 & Point 4
- Water Service Lead Replacement, Long, 1”
- Water Service Lead Replacement, Short, 1”

Justification

The bid from National Industrial Maintenance has been reviewed, and references checked. Their bid and references met the requirements presented in the bid documents. Approving the bid from National Industrial Maintenance will allow us to meet the construction schedule for the Division D Lead Service Line Investigation Project as well as the final ARPA Grant Project completion and closeout date of September 15, 2026.

Project Improvements

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

1. Community well-being and common good

Costs

\$466,790.00 – Account Number 591-536-972.004 Capital Projects – Water System Division D

Project Time Table

- Division D: Lead Service Line Inventory – Substantial Completion November 1, 2025

Resolution

Approval of the bid from National Industrial Maintenance for the EGLE Drinking Water State Revolving Fund (DWSRF) ARPA Grant Division D Lead Service Line Inventory in the amount of \$466,790.00 and authorize the Township Manager to sign the contract.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



October 27, 2024

Union Township Board of Trustees
Charter Township of Union
2010 South Lincoln Road
Mt. Pleasant, MI 48858

Re: Charter Township of Union – Drinking Water State Revolving Fund (DWSRF # 7705A)
Letter of Recommendation for Division D: Lead Service Line Verification
GFA #23499

Dear Township Board:

We have reviewed the bids received on Friday October 11th, 2024, for the above referenced project. The Three (3) responsive bidders to the project and their base bid and alternative price are summarized below. The complete bid tabulations for both bidders is attached to this letter for your reference.

	<u>Base Bid</u>
1. Isabella Corp.	\$1,265,000.00
2. National Industrial Maintenance (NMI)	\$ 466,790.00
3. Super Construction, LLC	\$ 948,212.00

As the Engineer for this project, GFA prepared design, construction and bid documents and held a formal bid opening to solicit competitive prices from qualified Contractors to perform this work. The original construction cost estimate prepared and submitted as part of the Drinking Water State Revolving Fund (DWSRF) in June 2023 was estimated at \$515,500.00.

GFA conducted an extensive review of the bids and inquired with the low bidder contractor exclusively on ability to complete the job as there was a considerable range in pricing. The low bidder acknowledged in writing full compliance with the contract documents and provided several references. Overall based upon our evaluation and reference inquiries, NMI is a subsidiary company of Carylton that has been in business for over 50 years. NMI of Michigan has been dedicated to conducting LSL inventories and replacements for the last several years and therefore has refined the process and been able to reduce extra costs / time to be more competitive than other local contractors.

Based upon the information provided and our research, it is our recommendation that the Township Board approve National Industrial Maintenance for their base bid price of \$466,790.00. GFA and Township staff will continue to work with the contractor to implement cost saving measures as the project progresses and provide construction administration and inspection services. Please contact me if you have any questions.

Very truly yours,

JENNIFER GRAHAM, P.E.
Director of Engineering



**Charter Township of Union
DWSRF Project DW-7705A
2024 Water System Upgrades
Division D: Lead Service Line Verification
BID RESULTS SUMMARY - Base Bid**

Item No.	Description	Unit	Estimated Quantity	National Industrial Maintenance		Isabella Corporation		Super Construction LLC	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization, Max 5%	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 63,000.00	\$ 63,000.00	\$ 35,000.00	\$ 35,000.00
2	Erosion Control, Inlet Protection, Fabric Drop	EA	100	\$ 55.00	\$ 5,500.00	\$ 100.00	\$ 10,000.00	\$ 10.00	\$ 1,000.00
3	Erosion Control, Silt Fence	FT	500	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00	\$ 1.00	\$ 500.00
4	Service Line Potholing, Point 2	EA	372	\$ 285.00	\$ 106,020.00	\$ 500.00	\$ 186,000.00	\$ 298.00	\$ 110,856.00
5	Service Line Potholing, Point 3	EA	372	\$ 285.00	\$ 106,020.00	\$ 500.00	\$ 186,000.00	\$ 298.00	\$ 110,856.00
6	Water Service Lead, Long, 1"	EA	50	\$ 1,000.00	\$ 50,000.00	\$ 4,000.00	\$ 200,000.00	\$ 6,500.00	\$ 325,000.00
7	Water Service Lead, Short, 1"	EA	50	\$ 1,000.00	\$ 50,000.00	\$ 3,750.00	\$ 187,500.00	\$ 6,500.00	\$ 325,000.00
8	Remove Pavement	SY	1,000	\$ 1.00	\$ 1,000.00	\$ 20.00	\$ 20,000.00	\$ 1.00	\$ 1,000.00
9	Remove Concrete Sidewalk	SY	1,000	\$ 1.00	\$ 1,000.00	\$ 20.00	\$ 20,000.00	\$ 1.00	\$ 1,000.00
10	Subbase, CIP	CY	250	\$ 15.00	\$ 3,750.00	\$ 40.00	\$ 10,000.00	\$ 1.00	\$ 250.00
11	Aggregate Base, 6"	SY	1,000	\$ 5.00	\$ 5,000.00	\$ 25.00	\$ 25,000.00	\$ 1.00	\$ 1,000.00
12	Aggregate Surface, 6"	SY	500	\$ 5.00	\$ 2,500.00	\$ 25.00	\$ 12,500.00	\$ 2.00	\$ 1,000.00
13	HMA Approach	TON	200	\$ 25.00	\$ 5,000.00	\$ 250.00	\$ 50,000.00	\$ 20.00	\$ 4,000.00
14	6" Nonreinforced Concrete Driveway	SY	500	\$ 10.00	\$ 5,000.00	\$ 72.00	\$ 36,000.00	\$ 7.00	\$ 3,500.00
15	4" Concrete Sidewalk	SF	500	\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00	\$ 3.00	\$ 1,500.00
16	6" Concrete Sidewalk	SF	500	\$ 5.00	\$ 2,500.00	\$ 8.00	\$ 4,000.00	\$ 3.50	\$ 1,750.00
17	Restoration	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 250,000.00	\$ 250,000.00	\$ 25,000.00	\$ 25,000.00
Total of All Unit Price Bid Items (Base Bid)					\$ 466,790.00		\$ 1,265,000.00		\$ 948,212.00



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** October 31, 2024
FROM: Kim Smith – Public Service Director **DATE FOR BOARD CONSIDERATION:** November 13, 2024
ACTION REQUESTED: Approval of the Bid from the Isabella Corporation in the amount of \$305,000.00 for the completion of the Parks Improvement Project at McDonald Park and Jameson Park; authorize the Township Manager to sign the Agreement; and amend the FY 2025 General Fund budget to appropriate funds for this project in account 101-901-976-306.

Current Action Emergency

Funds Budgeted: If Yes _____ Account # 101-901-976.306 No N/A _____

Finance Approval MDS

BACKGROUND INFORMATION

McDonald Park and Jameson Park provide facilities and park green spaces for families and friends to recreate, gather, and celebrate milestones and special events. The maintenance of the parks is essential to ensuring the enjoyment and safety of the residents and visitors who visit the Township’s parks. As part of the continuing efforts to maintain and enhance the park facilities Township Administration and Gourdie Frasier created a list of upgrades and a Request for Proposals (RFP) for McDonald Park and Jameson Park.

McDonald Park is located adjacent to the Township Hall and includes recreational opportunities such as ball fields, playground areas, paved accessibility, walking trails, pavilions, restrooms, fitness equipment, and parking areas. The amenities identified for improvement at McDonald Park include:

- Reconstruction and addition of segments of sidewalks
- Reconstruction of parking lots
- Reconstruction of paved trails
- Fencing replacement
- Concrete replacement
- Bridge removal and replacement

Jameson Park is located north of Pickard Road (M20) and east of Isabella Road on Bud Street and includes a softball field, community meeting room/hall, outdoor pavilion, playground equipment, parking, and restrooms. A major renovation was completed in 2020/2021 at Jameson Park to the interior of Jameson Hall and exterior facilities. The Township General Fund, Economic Development Authority (EDA), and Saginaw Chippewa Indian Tribe funded the project. Exterior amenities not upgraded at this time due to budget constraints were identified as part of this project. The improvements identified at Jameson Park include:

- Reconstruction of parking lots
- Fencing replacement
- Installation of ball field bleacher pads

The Parks Improvement Project was bid in September of 2024 and sealed bids were received on September 26, 2024. The RFP included two alternates, Alternate A which required the completion of the project in the fall/winter of 2024 and Alternate B which required the completion of the project in 2025.

There was one responsive bidder for the project. This bid is as follows:

Bidder	Alternate A	Alternate B
The Isabella Corporation	\$694,939.15	\$667,488.50

Due to the bid coming in much higher than expected the cost of the various improvements identified in the RFP were broken down by improvement and area. The improvements were then carefully evaluated with emphasis given to safety, benefit to the greatest number of visitors, and beautification to the parks.

SCOPE OF SERVICES

The labor and materials necessary to complete the construction of the improvements to McDonald Park and Jameson as detailed in the attachments.

JUSTIFICATION

McDonald Park and Jameson Park support year-round opportunities for residents in our community to be physically active and reinvigorate themselves both mentally and physically. The Parks enhance wellness in our area youth by providing safe and well-maintained facilities for organized physical activities like softball and little league.

The proposed improvements to McDonald Park and Jameson Park will improve the overall safety in the parks and enhance the overall appearance and functionality.

The approval of this bid will meet the requirement that American Rescue Plan Act (ARPA) funds be committed by December 31, 2024.

Township Administration reviewed the bids and recommends that the construction of the improvements at McDonald Park and Jameson Park be awarded to The Isabella Corporation. This recommendation is based on that the bid received from the Isabella Corporation was responsive to the RFP, they are qualified to complete the work, and past performance.

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 and Safety**

PROJECT COSTS

McDonald Park	\$ 258,418.36
Jameson Park	\$ 26,124.67
Construction Contingency	<u>\$ 20,456.97</u>
Total Construction Cost	\$ 305,000.00

PROJECT FUNDING

The FY 2024 General Fund approved budget included closing out the American Rescue Plan Act (ARPA) fund and transferring approximately \$930,000 to the General Fund. Therefore, while the expenses for this project will be charged to the general fund, the original source of funding was the American Rescue Plan Act.

Funding for the project was not included in the recently approved FY 2025 budget and therefore, a budget amendment is necessary to appropriate funding for the project. The source of funds will be the general fund fund balance and the expenses will be charged to account 101-901-976-306

PROJECT TIME TABLE

2025 Construction Season – coordinated with Softball, Pony League, and Little League Seasons

RESOLUTION

Approval of the Bid from the Isabella Corporation in the amount of \$305,000.00 for the completion of the Parks Improvement Project at McDonald Park and Jameson Park, authorize the Township Manager to sign the Agreement, and amend the FY 2025 General Fund budget in the amount of \$305,000 to account for this project in account 101-901-976-306.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

McDonald and Jameson Park Improvements 2024

Alternate Bid B

McDonald Park

Mobilization, Max 5%	\$	12,305.64
Concrete Removal -Pavilion and Area 3	\$	3,240.00
Asphalt Removal - Area 1, 2, 3, 4, and 6	\$	48,383.10
Fence Removal	\$	3,600.00
Proposed Pavilion Concrete	\$	21,369.00
Proposed Dumpster Concrete	\$	3,993.00
Aggrate Base, 22A- Area 2 and Area 3	\$	11,834.66
Proposed Parking Lot & Drives-4EL, 165#/SYD - Area 1, 2, 3 ,4, and 6	\$	61,337.55
Proposed Parking Lot & Drives-5EL, 165#/SYD - Area 1, 2, 3, 4, and 6	\$	65,071.14
Proposed Chain link fence	\$	18,000.00
Restoration	\$	11,725.66
Paint Stripping	\$	1,500.00
Proposed Guardrail - Area 3	\$	6,000.00
Proposed Concrete Walk - Area 3	\$	8,235.00
Total	\$	246,112.72
<u>Total + Mobilization</u>	\$	258,418.36

Jameson Park

Mobilization, Max 5%	\$	1,244.03
Fence Removal	\$	1,888.00
Proposed Chain link fence	\$	21,240.00
Restoration	\$	1,885.46
Total	\$	24,880.64
<u>Total + Mobilization</u>	\$	26,124.67

Construction Contingency

\$ 20,456.97

Gourdie Frasier Contract (previously approved by Twp. Manager)

\$ 15,500.00

Grand Total

\$ 320,500.00

Construction	\$	284,543.03
Construction Contingency	\$	20,456.97
Construction Total	\$	305,000.00

McDonald Park Break Down

Area 1

Asphalt Removal	\$	2,576.70
Proposed Drive-4EL, 165#/SYD	\$	3,225.75
Proposed Drive-5EL, 165#/SYD	\$	3,422.10
Total	\$	9,224.55

Area 2

Asphalt Removal @ \$0.90	\$	12,089.70
Concrete Removal (Pavilion) @ \$1.00	\$	2,514.00
Aggrate Base, 22A	\$	7,723.98
Proposed Drive-4EL, 165#/SYD	\$	15,030.50
Proposed Drive-5EL, 165#/SYD	\$	15,945.40
Proposed Dumpster Concrete	\$	3,993.00
Proposed Pavilion Concrete	\$	21,369.00
Total	\$	78,665.58

Area 3

Asphalt Removal @ \$0.90	\$	6,348.60
Concrete Removal (Walk) @ \$1.00	\$	726.00
Aggrate Base, 22A	\$	4,055.48
Proposed Drive-4EL, 165#/SYD	\$	8,110.95
Proposed Drive-5EL, 165#/SYD	\$	8,604.66
Proposed Concrete Walk	\$	8,235.00
Proposed Guardrail	\$	6,000.00
Total	\$	42,080.69

Area 4

Asphalt Removal @ \$0.90	\$	17,357.40
Proposed Drive-4EL, 165#/SYD	\$	22,178.90
Proposed Drive-5EL, 165#/SYD	\$	23,528.92
Total	\$	63,065.22

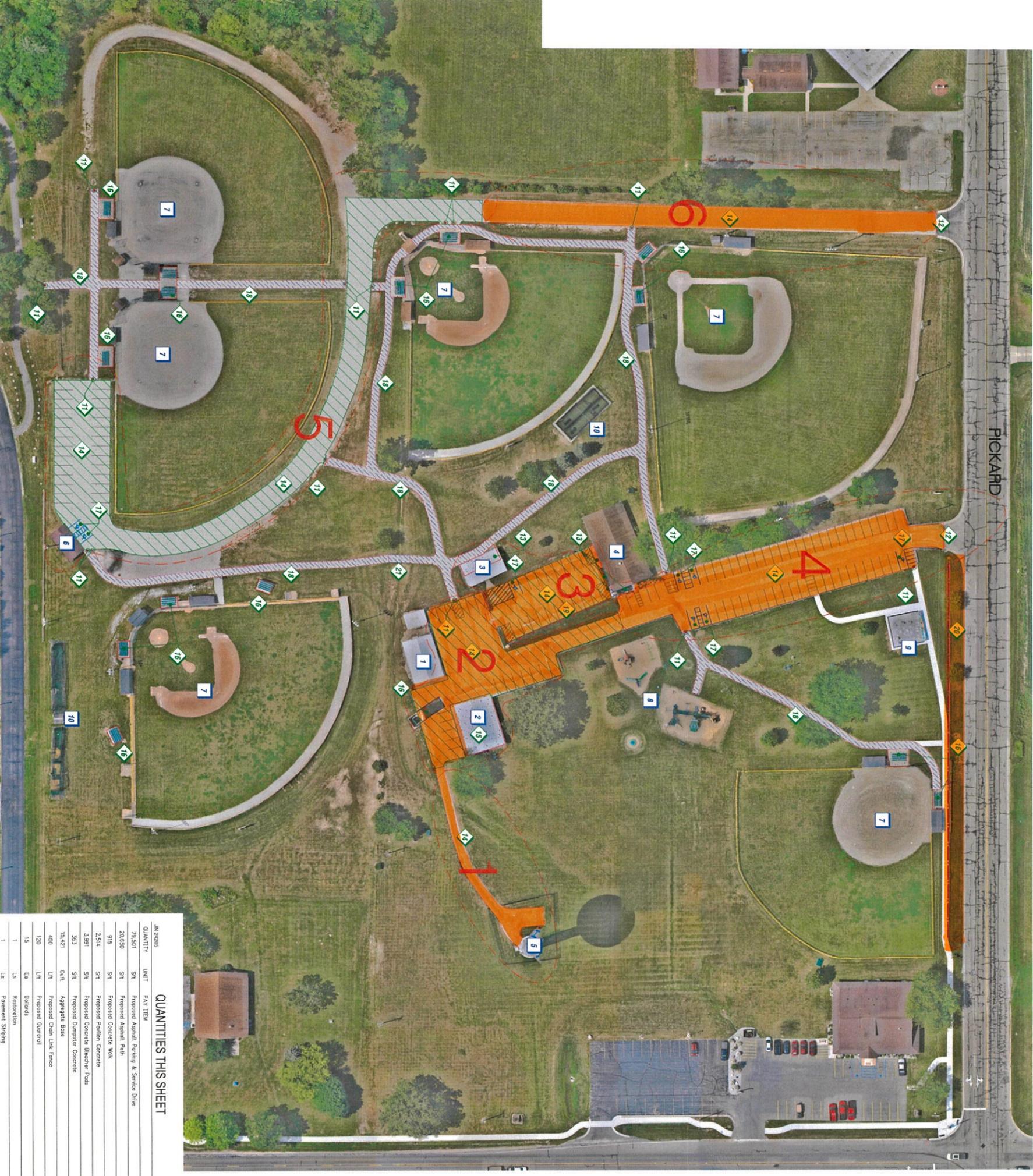
Area 5

Asphalt Removal @ \$0.90	\$	23,257.80
Aggrate Base, 22A	\$	14,859.15
Proposed Drive-4EL, 165#/SYD	\$	29,718.30
Proposed Drive-5EL, 165#/SYD	\$	31,527.24

Total \$ 99,362.49

Area 6		
Asphalt Removal @ \$0.90	\$	10,010.70
Proposed Drive-4EL, 165#/SYD	\$	12,791.45
Proposed Drive-5EL, 165#/SYD	\$	13,570.06
Total	\$	<u>36,372.21</u>

McDonald Park Proposed Improvements



QUANTITIES THIS SHEET

QUANTITY	UNIT	PAV. ITEM
78,500	SF	Proposed Asphalt Paving & Service Drive
20,650	SF	Proposed Asphalt Path
915	SF	Proposed Concrete Work
3,997	SF	Proposed Paving Concrete
2,514	SF	Proposed Concrete Bleacher Pads
15,421	CuYd	Aggregate Base
400	Lf	Proposed Chain Link Fence
120	Lf	Proposed Outdrill
15	Ls	Barbed
1	Ls	Restoration
1	Ls	Footprint Striping
1	CuYd	12" CMP

Hatch Legend

- PROPOSED ASPHALT PARKING & SERVICE DRIVE
- PROPOSED ASPHALT PATH
- PROPOSED AGGREGATE BASE
- PROPOSED CONCRETE
- PROPOSED FENCE
- PROPOSED QUARZBALL

Park Legend

- 1 MAINTENANCE BARN
- 2 PICNIC PAVILION
- 3 CONCESSIONS
- 4 PAVILION & RESTROOMS
- 5 WATER TANK
- 6 RESTROOMS
- 7 BALL FIELD
- 8 PLAYGROUND
- 9 FITNESS PAD
- 10 BATTING CAGES
- 11 SQUARE (SEE DETAIL 6 ON SHEET 7)
- 12 BUTT JOINT (SEE DETAIL 1 ON SHEET 7)
- 13 CONCRETE WALK (SEE DETAIL 2 ON SHEET 7)
- 14 REPAIR/REP PAVT. STANDARD DUTY (SEE DETAIL 3 ON SHEET 7)
- 15 PAVILION CONCRETE REPLACEMENT (SEE DETAIL 5 ON SHEET 7)
- 16 6" THICK REINFORCED CONCRETE DETAIL (SEE DETAIL 7 ON SHEET 7)
- 17 BLEACHER PAD & DUMPFESTER PAD (SEE DETAIL 7 ON SHEET 7)
- 18 HANDICAP PAVEMENT SYMBOL (SEE DETAIL 8 ON SHEET 7)
- 19 ASPHALT PATH TYPICAL CROSS SECTION (SEE DETAIL 9 ON SHEET 7)
- 20 QUARZBALL (SEE DETAIL 11 ON SHEET 7)
- 21 CHAIN LINK FENCE (SEE DETAIL 11 ON SHEET 7)
- 22 12" DIA. OUTDRILL (SEE DETAIL 10 ON SHEET 7)
- 23

General Notes

- CONTRACTOR SHALL ENSURE TO INSTALL PROPOSED TO MATCH EXISTING GRADES, AND TO MAINTAIN EXISTING GRADES AND DRAINAGE PATTERNS.
- CONTRACTOR TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING SURFACE RIMOFF.
- EXISTING CONCRETE AND PAVEMENTS (INCLUDING OR SIGNALLS) TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. AS DETERMINED BY THE ENGINEER, SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE PROJECT. ALL CONCRETE EDGES SHALL BE SAW-CUT PRIOR TO BOLT JOINT INSTALLATION.
- ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT PAID SHALL BE TOP SOILED, SEEDED, FERTILIZED & MULCHED PER SPECIFICATIONS.
- ALL EXISTING LANDSCAPED AREAS SHALL BE PROTECTED. PROPERTY OWNER SHALL BE NOTIFIED IF LANDSCAPING IS TO BE DISTURBED, AND CONTRACTOR TO REPAIR/REPLACE AT NO ADDITIONAL COST.
- ALL WORK SHALL BE WITHIN THE OWNED PROPERTY AND/OR WITHIN THE PUBLIC RIGHT-OF-WAY FROM THIS LOCATION IS AN ACTIVE PARK AND CONTRACTOR IS RESPONSIBLE TO USE CARE TO SECURE THE SITE DAILY TO PROTECT PUBLIC FROM HARM OR DAMAGE.
- PROPOSED PAVEMENT MARKINGS ARE INTENDED TO MATCH EXISTING STRIPING.

UNION TOWNSHIP		REV #		DATE	DRN	DESC
MCDONALD & JAMESON PARK IMPROVEMENT PROJECT						
MCDONALD PARK SITE PLAN						
SECTION 17, TOWN 14 NORTH, RANGE 4 WEST						
MT. PLEASANT, ISABELLA COUNTY, MICHIGAN						

ENGINEERING SURVEYING TESTING & OPERATIONS

123 West Front Street
Traverse City, MI 49684

http://gfa.tc
231.946.5874 (p)
231.946.3703 (f)

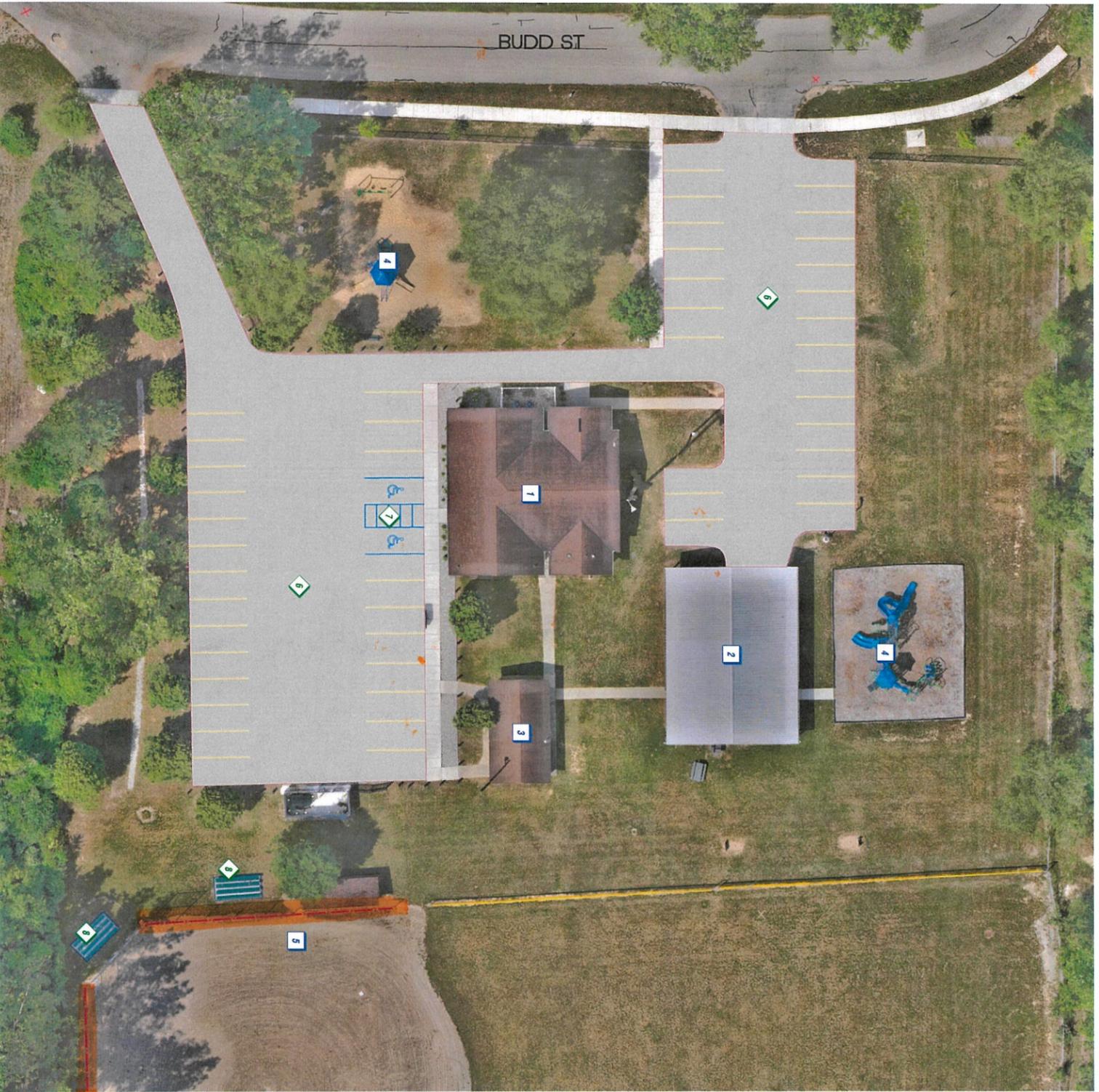
24205

SHT 4 OF 7

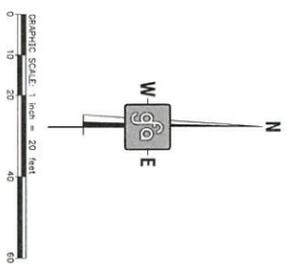
DATE: 08/20/2015

BY: JAS

These documents are prepared in accordance with the contractual terms and conditions for this project.



Jameson Park Proposed Improvement



Demolition Legend

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE

Park Legend

- JAMESON HALL
- PICNIC PAVILION
- RESTROOM
- PLAYSCAPE
- BALL FIELD
- REM/REP PAVT STANDARD DUTY (SEE DETAIL 3 ON SHEET 7)
- HANDICAP/PARKING SWIMMING/ADDITIONAL SWIMMING (SEE DETAIL 8 ON SHEET 7)
- BRICK REINFORCED CONCRETE DETAIL (SEE DETAIL 7 ON SHEET 7)

General Notes

1. CONTRACTOR SHALL ENSURE TO INSTALL PROPOSED TO MATCH EXISTING GRASSES, AND TO MAINTAIN EXISTING GRASSES AND DRAINAGE PATTERNS.
2. CONTRACTOR TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND REPLACED HMA AND CONCRETE SURFACES TO NOT INTERRUPT SURFACE RUNOFF.
3. EXISTING CONCRETE AND PAVEMENTS (INCLUDING OR SIDEWALK) TO REMAIN SHALL BE PROTECTED FROM DAMAGE. DAMAGED PAVEMENTS SHALL BE REPAIRED PRIOR TO THE PROJECT. ALL CONCRETE EDGES SHALL BE SAW-CUT PRIOR TO BUTT JOINT INSTALLATION.
4. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT PAVED SHALL BE RESEED, SOILED, FERTILIZED & MULCHED PER SPECIFICATIONS.
5. ALL EXISTING LANDSCAPED AREAS SHALL BE PROTECTED, PROPERTY AND CONSTRUCTION TO REPAIR/REPLACE AT NO ADDITIONAL COST.
6. ALL WORK SHALL REMAIN WITHIN THE OWNED PROPERTY AND/OR WITHIN THE PUBLIC RIGHT-OF-WAY (ROW). THIS LOCATION IS AN APPROXIMATE LOCATION AND NOT TO BE CONSIDERED AS A GUARANTEE. THE SITE DATA TO PROTECT PUBLIC FROM HARM OR DAMAGE.
7. PAVEMENT MARKING DELETED IS PROPOSED AND IS INTENDED TO MATCH EXISTING STRIPING.

QUANTITIES THIS SHEET

AN 24205	QUANTITY	UNIT	PAY ITEM
	22,358	SF	Proposed Asphalt
	236	SF	Proposed Concrete Blocker Pad
	118	LN	Proposed Fence
	1	LS	Restoration
	1	LS	Pavement Striping

REV #	DATE	DRN	DESC

UNION TOWNSHIP
MCDONALD & JAMESON PARK IMPROVEMENT PROJECT
JAMESON PARK SITE PLAN
 SECTION 17, TOWN 14 NORTH, RANGE 4 WEST
 MT. PLEASANT, ISABELLA COUNTY, MICHIGAN

ENGINEERING SURVEYING TESTING & OPERATIONS
 123 West Front Street
 Traverse City, MI 49684



<http://gfo.tc>
 231.946.5874 (p)
 231.946.3703 (f)

ENGINEER/SCALE: 24205
 DATE: 2/20/20
 SHEET: 6 OF 7



REQUEST FOR PROPOSALS
McDonald and Jameson Park Improvements Project
Charter Township of Union, Isabella County

Proposals Due:
 10:00 AM Thursday September 26, 2024

Address Proposals to (Signed and Sealed: Mailed and/or Delivered):

Sealed Bids will be received, by the Charter Township of Union, at the Isabella Water Treatment Plant located at 5228 South Isabella Road, Mt. Pleasant MI 48858, until 10:00 AM local time on September 26, 2024 at which time the Bids received will be publicly opened and read.

Address Proposals Questions to:
Engineer

Attention: Jennifer Hodges, P.E.
 Gourdie-Fraser, Inc.
 123 West Front Street
 Traverse City, MI 49684

Phone: 231-946-5874
 Facsimile: 231-946-3703
 Email: jennifer@gfa.tc

Scope of Services:

We have been asked by our client, the Charter Township of Union to solicit this request to qualified contractors and request a proposal for upgrades to the existing Jameson and McDonald Parks. Details of the facilities and improvements to be implemented are summarized below.

- McDonald Park is located adjacent to the Township Hall at 2010 South Lincoln Road. The facility includes many recreational opportunities including ball fields, playground areas, paved accessibility walking trails, pavilions, restrooms, parking and fitness areas. Amenities identified for removal and replacement include:
 - Select segments of sidewalk
 - Parking lots including service drives and striping
 - Paved trail including bollards
 - Replacement fencing
 - Ballfield bench – concrete pads
 - Bridge removal and replacement with trail and culvert
 - Concession and pavilion concrete pad

- Jameson Park is located north of Pickard Road (M-20) and east of Isabella Road on Bud Street. Jameson Park includes a soft ball field, community meeting room / hall, outdoor pavilion, playground equipment, parking and restroom facilities. Amenities identified for removal and replacement include:
 - Parking lot including striping
 - Ball field bench concrete pads

The information contained below are the specific qualifications each contractor must meet in order to provide an accurate proposal along with attached plans, details and specifications.

Requirements - General:

- Work must comply with all applicable laws, regulations and specifications as identified in this RFP and on the plans.
- Contractor is responsible to obtain all local regulatory permits (including fees) including Isabella Erosion and Sedimentation Control Permit.
- Date of completion to be within 30 days of material delivery as coordinated with the Township. Delays as a result of weather shall require Township approval.
- All work shall be coordinated with Township.
- Prospective bidders are strongly encouraged to conduct a site visit prior to bidding. Coordinate with the DPW for site access:
 - Kim Smith, Public Services Director (989) 772-4600, Ext 224
- Contractor shall demonstrate similar past work experience and provide three (3) references along with bid submittal. References to include scope of work completed, date and contact person.

Terms of Agreement:

General:

- To hold bid open for 90 consecutive calendar days from the bid due date.
- To enter into and execute a contract with the Charter Township of Union.
- One (1) year warranty, from date of substantial completion against material defect and/or workmanship.

Insurance:

- Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract.
 - Insurance shall list Charter Township of Union and Gourdie Fraser as additional insureds.

Bonds:

- The Contractor shall include in the proposal price the cost to provide the following:
 - Maintenance and Guarantee Bond in the amount of 50% of the proposal amount, guarantying for a period of one (1) year from final acceptance of the project work
 - Letter of Surety, licensed to do business in the State of Michigan, stating ability to obtain a Performance Bond, and Labor and Material Bond for 100% of the project amount.

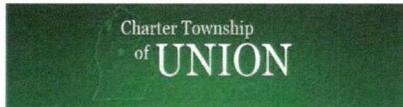
Shop Drawing Submittals:

- Provide four (4) copies of material specification sheets and warranty information to Engineer. Do not proceed until written approval is received.

Services / Materials to be Provided:

Contractor shall provide all equipment and materials as necessary to complete the work outlined above. They shall include, but are not limited to, the following not stated previously:

- Mobilization, demobilization and equipment
- Temporary power and water supply
- Placing, maintaining and the removal of temporary soil erosion control measures (as applicable)
- Disposal of materials offsite
- Restoration (including site grading, seeding, and mulch) of all disturbed areas
- Final clean-up of the site upon completion



- Site security and fencing. These locations are public parks and open to the public. The contractor shall be responsible to properly secure the site daily and comply with state and federal OSHA requirements.

Services / Materials Not To Be Included (Provide by Owner):

- Site accessibility

Contractors Proposal Form:

Bidders are instructed to submit bids for this project on a unit price basis with adjustments for quantities and materials more or less as stated in the Proposal.

All bid items are tax inclusive. All work shall be in compliance with specifications, terms identified in the RFP and applicable laws.

Alternate A: Completion by November 30, 2024



Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MCDONALD PARK					
1	Mobilization, Max 5%	LS	1	\$ 27,030.85	\$ 27,030.85
2	Concrete Removal (walk, bleacher, pavilion)	SFT	7,372	\$ 1.25	\$ 9,215.00
3	Asphalt Removal - Parking Lot & Drives	SFT	79,550	\$ 1.15	\$ 91,482.50
4	Asphalt Removal - Path	SFT	20,472	\$ 1.50	\$ 30,708.00
5	Fence Removal	FT	400	\$ 9.00	\$ 3,600.00
6	Bridge Removal	LS	1	\$ 2,500.00	\$ 2,500.00
7	Proposed Parking Lot & Drives – 4EL, 165#/SYD	SFT	79,550	\$ 1.15	\$ 91,482.50
6	Proposed Parking Lot & Drives – 5EL, 165#/SYD	SFT	79,550	\$ 1.22	\$ 97,051.00
8	Proposed Path – 4EL, 220#/SYD	SFT	20,650	\$ 1.90	\$ 39,235.00
9	Aggregate Base, 22A	CFT	15,421	\$ 1.25	\$ 19,276.25
10	Proposed Concrete Walk	SFT	915	\$ 9.00	\$ 8,235.00
11	Proposed Concrete Bleacher Pads	SFT	3,991	\$ 10.85	\$ 43,302.35
12	Proposed Pavilion Concrete	SFT	2,514	\$ 8.50	\$ 21,369.00
13	Proposed Dumpster Concrete	SFT	363	\$ 11.00	\$ 3,993.00
14	Proposed Chain link Fence	FT	400	\$ 45.00	\$ 18,000.00
15	Proposed Guardrail	FT	120	\$ 50.00	\$ 6,000.00
16	Proposed 12" CMP Culvert including end sections and riprap	LS	1	\$ 3,800.00	\$ 3,800.00
17	Bollards	EA	15	\$ 1,000.00	\$ 15,000.00
18	Pavement Striping	LS	1	\$ 1,500.00	\$ 1,500.00
19	Restoration	LS	1	\$ 24,000.00	\$ 24,000.00
SUBTOTAL					\$ 556,780.45
JAMESON PARK					
1	Mobilization, Max 5%	LS	1	\$ 6,400.00	\$ 6,400.00
2	Fence Removal	SFT	118	\$ 16.00	\$ 1,888.00
3	Asphalt Removal - Parking Lot & Drives	SFT	22,358	\$ 1.50	\$ 33,537.00
4	Proposed Parking Lot & Drives – 4EL, 165#/SYD	SFT	22,358	\$ 1.29	\$ 28,841.82
5	Proposed Parking Lot & Drives – 5EL, 165#/SYD	SFT	22,358	\$ 1.36	\$ 30,406.88
6	Proposed Concrete Bleacher Pads	SFT	256	\$ 20.00	\$ 5,120.00
7	Proposed Chain link Fence	FT	118	\$ 180.00	\$ 21,240.00
8	Pavement Striping	LS	1	\$ 725.00	\$ 725.00
9	Restoration	LS	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 138,158.70
TOTAL – ALTERNATE A					\$ 694,939.15

Alternate B: Completion by May 1, 2025



Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MCDONALD PARK					
1	Mobilization, Max 5%	LS	1	\$ 25,500.00	\$ 25,500.00
2	Concrete Removal (walk, bleacher, pavilion)	SFT	7,372	\$ 1.00	\$ 7,372.00
3	Asphalt Removal - Parking Lot & Drives	SFT	79,550	\$ 0.90	\$ 71,595.00
4	Asphalt Removal - Path	SFT	20,472	\$ 1.40	\$ 28,660.80
5	Fence Removal	FT	400	\$ 9.00	\$ 3,600.00
6	Bridge Removal	LS	1	\$ 1,500.00	\$ 1,500.00
7	Proposed Parking Lot & Drives – 4EL, 165#/SYD	SFT	79,550	\$ 1.15	\$ 91,482.50
6	Proposed Parking Lot & Drives – 5EL, 165#/SYD	SFT	79,550	\$ 1.22	\$ 97,051.00
8	Proposed Path – 4EL, 220#/SYD	SFT	20,650	\$ 1.90	\$ 39,235.00
9	Aggregate Base, 22A	CFT	15,421	\$ 1.15	\$ 17,734.15
10	Proposed Concrete Walk	SFT	915	\$ 9.00	\$ 8,235.00
11	Proposed Concrete Bleacher Pads	SFT	3,991	\$ 10.85	\$ 43,302.35
12	Proposed Pavilion Concrete	SFT	2,514	\$ 8.50	\$ 21,369.00
13	Proposed Dumpster Concrete	SFT	363	\$ 11.00	\$ 3,993.00
14	Proposed Chain link Fence	FT	400	\$ 45.00	\$ 18,000.00
15	Proposed Guardrail	FT	120	\$ 50.00	\$ 6,000.00
16	Proposed 12" CMP Culvert including end sections and riprap	LS	1	\$ 3,800.00	\$ 3,800.00
17	Bollards	EA	15	\$ 1,000.00	\$ 15,000.00
18	Pavement Striping	LS	1	\$ 1,500.00	\$ 1,500.00
19	Restoration	LS	1	\$ 24,000.00	\$ 24,000.00
SUBTOTAL					\$ 528,929.80
JAMESON PARK					
1	Mobilization, Max 5%	LS	1	\$ 6,800.00	\$ 6,800.00
2	Fence Removal	SFT	118	\$ 16.00	\$ 1,888.00
3	Asphalt Removal - Parking Lot & Drives	SFT	22,358	\$ 1.50	\$ 33,537.00
4	Proposed Parking Lot & Drives – 4EL, 165#/SYD	SFT	22,358	\$ 1.29	\$ 28,841.82
5	Proposed Parking Lot & Drives – 5EL, 165#/SYD	SFT	22,358	\$ 1.36	\$ 30,406.88
6	Proposed Concrete Bleacher Pads	SFT	256	\$ 20.00	\$ 5,120.00
7	Proposed Chain link Fence	FT	118	\$ 180.00	\$ 21,240.00
8	Pavement Striping	LS	1	\$ 725.00	\$ 725.00
9	Restoration	LS	1	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 138,558.70
TOTAL – ALTERNATE B					\$ 667,488.50



Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

A handwritten signature in blue ink, appearing to read 'Byron Jubeck', is written over a horizontal line.

Bidders Signature

Byron Jubeck

Printed Name:

The Isabella Corporation

Business Name:

2201 Commerce Drive, Mt. Pleasant, Michigan 48858

Address:

MI Contractor License No.:

(989) 772-5890

Telephone:

bjubeck@isabellacorporation.com

Email:

Union Township reserves the right to accept or reject any or all proposals.

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any / all bids if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the work as requested.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Isabella Corporation
2201 Commerce Street
Mt. Pleasant, MI 48858

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

Charter Township of Union

5228 South Isabella Road, Mt. Pleasant, MI 48858

BOND AMOUNT: Five Percent (5%) of Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

McDonald and Jameson Park Improvements Project

Charter Township of Union, Isabella County

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

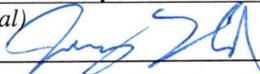
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **September**, **2024**

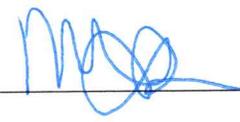

(Witness)

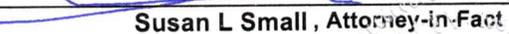
The Isabella Corporation

(Principal)  (Seal)

(Title) **Jeremy Zalud - President**
Atlantic Specialty Insurance Company

(Surety)  (Seal)


(Witness)

(Title)  **Susan L Small, Attorney-in-Fact**

Init.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alan P. Chandler, Ian J. Donald, Jeffrey A Chandler, Kathleen M. Irelan, Krista L Pocket, Robert Trobec, Susan L. Small, Wendy L. Hingson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

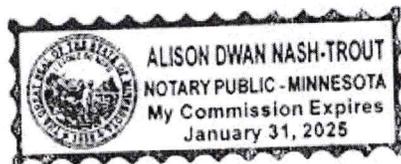
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

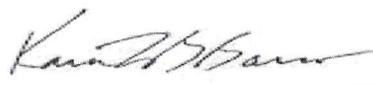



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of Sept, 2024.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: November 6, 2024
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 11/13/2024
ACTION REQUESTED: Consider approval of the Township Manager’s Employment Agreement for calendar year 2025	

Current Action Emergency

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

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

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

At the October 24, 2024, Board meeting discussions were held between the Board of Trustees and the Manager regarding compensation and benefit levels for the 2025 calendar year. Following those discussions, a motion was made and approved as described below:

Smith moved Brown supported to approve a 3% salary increase and a \$50 monthly increase to the car allowance for to the Managers 2025 Employment Agreement. Additionally, add an agenda item to the October 23, 2024, regular meeting to discuss authorization to amend the Department Director’s Employment Agreement originally approved on 1/24/2024. Roll Call Vote: Ayes: Cody, Rice, Bills, Brown, Smith, and Thering. Nays: 0. Motion carried.

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

SCOPE OF SERVICES

If approved, this Agreement will define the wage and benefits for the Township Manager that would be applicable for calendar year 2025.

JUSTIFICATION

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

PROJECT IMPROVEMENTS

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

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

COSTS

Approval of this Agreement increases the Manager’s annual base salary from \$120,379.50 to \$123,990.88, an increase of \$3,611.38. The costs associated with the change in the employer’s car allowance is \$600.00/yr.

PROJECT TIME TABLE

If approved, the Employment Agreement would be effective January 1, 2025.

RESOLUTION

It is hereby resolved that the attached Employment Agreement between the Township Manager and the Charter Township of Union is approved and will be effective on January 1, 2025.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

EMPLOYMENT AGREEMENT

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

AND

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

WITNESSETH:

WHEREAS:

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

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

Term

1. The Township agrees to employ Stuhldreher in the position of Township Manager, subject to the direction by and through the Township Board of Trustees (“Township Board”).
2. The term of this Agreement shall be for a period from January 1, ~~2024~~2025, to December 31, ~~2024~~2025. This Agreement shall automatically be renewed on January 1st each year for successive 1-year terms unless either party provides to the other written notice of non-renewal at least 90 days before the expiration of the then current term.

Duties and Authority

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

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

Compensation

1. Base Salary: Township agrees to pay Stuhldreher an annual base salary of ~~\$120,379.50~~ \$123,990.88 payable in biweekly installments in accordance with Township's customary payroll practices.
2. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
3. In addition, consideration shall be given on an annual basis to an increase in compensation. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Health, Disability and Life Insurance Benefits

1. Township agrees to provide and to pay the premiums for health, hospitalization, surgical, dental, and comprehensive medical insurance for Stuhldreher and his dependents, at a minimum, equal to that which is provided to all other employees of the Township. Vision coverage is also available at Stuhldreher's expense.
2. Township offers a Section 125 health flexible spending account (FSA) which can be elected by Stuhldreher on an annual calendar year basis.

3. Township agrees to put into force and to make required premium payments for long term disability coverage for Stuhldreher.
4. Township shall pay the amount of premium due for term life insurance in the amount of \$40,000 including an accidental death & dismemberment policy in the amount of \$40,000.

Vacation, Sick and Personal Leave

1. Effective January 1, ~~2024~~2025, Stuhldreher shall be credited with 240 vacation leave hours and 24 hours of personal leave. In addition, Stuhldreher shall accrue 80 hours of sick leave, 24 hours of personal leave and 240 hours of vacation leave on an annual basis each January 1st, beginning January 1, ~~2024~~2025.
2. The maximum vacation leave that may be rolled over from one calendar year to the next is 280 hours. The maximum sick leave that may be rolled over from one calendar year to the next is 480 hours. There shall be no rollover of personal leave from one calendar year to the next.
 - a. Except as otherwise provided in this Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily, Stuhldreher shall be compensated for all accrued, unused, vacation and personal leave.
 - b. Except as otherwise provided in the Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily without cause, Stuhldreher shall be compensated for on-half of accrued, unused, sick leave.

Retirement

1. Township agrees to enroll Stuhldreher in the MERS defined contribution retirement system and to make all the appropriate contributions on Stuhldreher's behalf.
2. Township offers a qualified 401(a) defined contribution plan to which Township shall contribute 9.5% of compensation annually. The 401(a) plan is established as an employer paid plan with non-discretionary contributions by Township and Stuhldreher shall have no right to receive such contributions in cash. The 401(a) plan has been established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the Internal Revenue Code and Stuhldreher shall make the sole determination as to how the funds are invested. Stuhldreher shall be required to contribute 2.5% of base salary annually on a pre-tax basis as a condition of participation.

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

General Business Expenses

1. Township agrees to pay a ~~\$300.00~~350/month car allowance
2. Township agrees to budget and pay for reasonable professional dues and subscriptions of Stuhldreher reasonably necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Stuhldreher's continued professional participation, growth, and advancement, and for the good of Township.
3. Township agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for professional and official travel, meetings, and occasions to adequately continue the professional development of Stuhldreher and the necessary official functions for Township.
4. Township also agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for short courses, institutes, and seminars that are necessary for Stuhldreher's professional development and for the good of Township.
5. Township recognizes that certain expenses of a job-related nature may be incurred by Stuhldreher and agrees to reimburse or to pay said reasonable general expenses. Such expenses may include meals where Township business is being discussed or conducted and participation in social events of various organizations when representing Township. Such expenditures are subject to annual budget constraints as well as state and Township ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
6. Recognizing the importance of constant communication and maximum productivity, Township shall provide Stuhldreher, for business and personal use, a mobile phone and tablet computer for Stuhldreher to perform his duties and to maintain communication with Township's staff and officials as well as other individuals who are doing business with Township. The equipment described herein shall remain the property of Township at all times, and upon termination or expiration of Stuhldreher's employment for any reason Stuhldreher shall immediately return the same to the Township.

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

Termination

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

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

Performance Evaluation

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

Hours of Work

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

Ethical Commitments

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

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

Outside Activities

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

Notices

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

(a) EMPLOYER: Charter Township of Union

2010 S. Lincoln Rd.

Mount Pleasant, MI 48858

(b) EMPLOYEE: Mark D. Stuhldreher

1820 S. Crawford Apt F6

Mt. Pleasant, MI 48858

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

General Provisions

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

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

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

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

Indemnification and Defense. Beyond that required under Federal, State or Local Law, Township shall defend, save harmless and indemnify Stuhldreher against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stuhldreher's duties as Township Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties

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

Charter Township of Union

By: _____

Township Board Representative

Executed this date _____

Employee

By: _____

Township Manager

Executed this date _____

EMPLOYMENT AGREEMENT

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

AND

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

WITNESSETH:

WHEREAS:

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

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

Term

1. The Township agrees to employ Stuhldreher in the position of Township Manager, subject to the direction by and through the Township Board of Trustees (“Township Board”).
2. The term of this Agreement shall be for a period from January 1, 2025, to December 31, 2025. This Agreement shall automatically be renewed on January 1st each year for successive 1-year terms unless either party provides to the other written notice of non-renewal at least 90 days before the expiration of the then current term.

Duties and Authority

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

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

Compensation

1. Base Salary: Township agrees to pay Stuhldreher an annual base salary of \$ \$123,990.88 payable in biweekly installments in accordance with Township's customary payroll practices.
2. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by Township's compensation policies.
3. In addition, consideration shall be given on an annual basis to an increase in compensation. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Health, Disability and Life Insurance Benefits

1. Township agrees to provide and to pay the premiums for health, hospitalization, surgical, dental, and comprehensive medical insurance for Stuhldreher and his dependents, at a minimum, equal to that which is provided to all other employees of the Township. Vision coverage is also available at Stuhldreher's expense.
2. Township offers a Section 125 health flexible spending account (FSA) which can be elected by Stuhldreher on an annual calendar year basis.

3. Township agrees to put into force and to make required premium payments for long term disability coverage for Stuhldreher.
4. Township shall pay the amount of premium due for term life insurance in the amount of \$40,000 including an accidental death & dismemberment policy in the amount of \$40,000.

Vacation, Sick and Personal Leave

1. Effective January 1, 2025, Stuhldreher shall be credited with 240 vacation leave hours and 24 hours of personal leave. In addition, Stuhldreher shall accrue 80 hours of sick leave, 24 hours of personal leave and 240 hours of vacation leave on an annual basis each January 1st, beginning January 1, 2025.
2. The maximum vacation leave that may be rolled over from one calendar year to the next is 280 hours. The maximum sick leave that may be rolled over from one calendar year to the next is 480 hours. There shall be no rollover of personal leave from one calendar year to the next.
 - a. Except as otherwise provided in this Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily, Stuhldreher shall be compensated for all accrued, unused, vacation and personal leave.
 - b. Except as otherwise provided in the Agreement, in the event Stuhldreher's employment is terminated, either voluntarily or involuntarily without cause, Stuhldreher shall be compensated for on-half of accrued, unused, sick leave.

Retirement

1. Township agrees to enroll Stuhldreher in the MERS defined contribution retirement system and to make all the appropriate contributions on Stuhldreher's behalf.
2. Township offers a qualified 401(a) defined contribution plan to which Township shall contribute 9.5% of compensation annually. The 401(a) plan is established as an employer paid plan with non-discretionary contributions by Township and Stuhldreher shall have no right to receive such contributions in cash. The 401(a) plan has been established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the Internal Revenue Code and Stuhldreher shall make the sole determination as to how the funds are invested. Stuhldreher shall be required to contribute 2.5% of base salary annually on a pre-tax basis as a condition of participation.

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

General Business Expenses

1. Township agrees to pay a \$350.00/month car allowance
2. Township agrees to budget and pay for reasonable professional dues and subscriptions of Stuhldreher reasonably necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Stuhldreher's continued professional participation, growth, and advancement, and for the good of Township.
3. Township agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for professional and official travel, meetings, and occasions to adequately continue the professional development of Stuhldreher and the necessary official functions for Township.
4. Township also agrees to budget and pay for reasonable travel and subsistence expenses of Stuhldreher for short courses, institutes, and seminars that are necessary for Stuhldreher's professional development and for the good of Township.
5. Township recognizes that certain expenses of a job-related nature may be incurred by Stuhldreher and agrees to reimburse or to pay said reasonable general expenses. Such expenses may include meals where Township business is being discussed or conducted and participation in social events of various organizations when representing Township. Such expenditures are subject to annual budget constraints as well as state and Township ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
6. Recognizing the importance of constant communication and maximum productivity, Township shall provide Stuhldreher, for business and personal use, a mobile phone and tablet computer for Stuhldreher to perform his duties and to maintain communication with Township's staff and officials as well as other individuals who are doing business with Township. The equipment described herein shall remain the property of Township at all times, and upon termination or expiration of Stuhldreher's employment for any reason Stuhldreher shall immediately return the same to the Township.

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

Termination

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

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

Performance Evaluation

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

Hours of Work

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

Ethical Commitments

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

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

Outside Activities

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

Notices

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

(a) EMPLOYER: Charter Township of Union

2010 S. Lincoln Rd.

Mount Pleasant, MI 48858

(b) EMPLOYEE: Mark D. Stuhldreher

1820 S. Crawford Apt F6

Mt. Pleasant, MI 48858

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

General Provisions

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

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

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

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

Indemnification and Defense. Beyond that required under Federal, State or Local Law, Township shall defend, save harmless and indemnify Stuhldreher against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stuhldreher's duties as Township Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties

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

Charter Township of Union

By: _____

Township Board Representative

Executed this date _____

Employee

By: _____

Township Manager

Executed this date _____