



**This meeting will be held in person
In Public Meeting Room A
Delta Administration Building
7710 West Saginaw Highway
Lansing, MI 48917**

**TOWNSHIP BOARD REGULAR MEETING
AGENDA
Monday, May 2, 2022 - 6:00 PM**

**This meeting will be streamed live for viewing only at:
<https://us02web.zoom.us/j/84749544123?pwd=cFA0L3NJK283bmNzS2Njc2E0Rms0UT09>
Meeting ID: 847 4954 4123
Passcode: 483082**

Please note all public comments must be made in person.

- I. CALL TO ORDER**
- II. OPENING CEREMONIES**
- III. ROLL CALL** – Members: Supervisor Kenneth R. Fletcher, Clerk Mary R. Clark, Treasurer Dennis R. Fedewa, Trustee Elizabeth (Beth) S. Bowen, Trustee Fonda J. Brewer, Trustee Andrea M. Cascarilla, and Trustee Karen J. Mojica
- IV. PRESENTATIONS AND PROCLAMATIONS**
 - 1. Eaton County 911 & Central Dispatch Annual Report Presentation**
 - 2. Juneteenth Resolution**
- V. SET/ADJUST AGENDA**
- VI. PUBLIC HEARINGS** - Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during a public hearing. Prior to speaking, members of the public must also identify themselves with their name and address.
- VII. COMMUNICATIONS**
- VIII. PUBLIC COMMENTS (maximum three minutes)**
- IX. INTRODUCTION OF ORDINANCES**
- X. PASSAGE OF ORDINANCES**
- XI. CONSENT AGENDA** – Anyone may request item(s) to be pulled from the consent agenda for discussion. If left on the consent agenda, the items will be voted on by a roll call vote of the Board en masse. Then, the individual item(s) will be discussed and voted upon.
 - 3. Bills and Financial Transactions**
 - a. \$ 1,031,068.77**

4. Minutes

a. April 18, 2022

5. Eaton County Agreement for Trade Inspections

The Building Department recommends that the Delta Township Board approve the shared services agreement for Eaton County for the purpose of as-needed, on-call building and trades inspection services.

6. 50th Anniversary of Employer Support of the Guard and Reserve (ESGR) Statement of Support

The Manager's Office recommends that the Delta Township Board approve the Statement of Support in recognition of the 50th Anniversary of the Employer Support of the Guard and Reserve Program.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XIV. OLD ITEMS OF BUSINESS

XV. NEW ITEMS OF BUSINESS

7. 2022 General Motors Ultium Battery Plant Water and Sanitary Sewer Service

The Engineering Department recommends that the Delta Township Board accept the proposal from OHM for the purpose of providing Design and Bidding Phase Engineering Services for the GM Ultium Battery Facility Sanitary Sewer critical path utilities project in the amount of \$235,000 and the proposal from Tetra Tech for the purpose of providing Design and Bidding Phase Engineering Services for the GM Ultium Battery Facility Water system critical path utilities project in the amount of \$278,000.

XVI. MANAGER'S REPORT

XVII. COMMITTEE OF THE WHOLE

8. Building Department Annual Report

9. Fire Department Annual Report

10. Manager's Evaluation

XVIII. CLOSED SESSION

XIX. PUBLIC COMMENTS (maximum three minutes)

XX. ADJOURNMENT

CHARTER TOWNSHIP OF DELTA

MARY R. CLARK, TOWNSHIP CLERK

Phone (517) 323-8500

Individuals with disabilities attending Township meetings or hearings and requiring auxiliary aids or services should contact Township Manager and ADA Coordinator Brian T. Reed by email at manager@deltami.gov or calling (517) 323-8590 to inform him of the date of the meeting or hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.



EATON
COUNTY
9-11



2021
ANNUAL REPORT



Sign Up to Receive Alerts

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RAVE
MOBILE SAFETY

Emergency Alerts & Notifications via
Phone Call, Text Message, Email & Social Media



Sign Up Now



To Register for RAVE Alert via Text Message, Text
EATON to 67283



Mission Statement:

ECCD is dedicated to providing the vital communications link between our community and public safety responders in a prompt and professional manner.

Values:

We are committed to:

- Providing services in the most efficient and accurate manner possible.
- Maintaining a professional and respectful workplace that provides an atmosphere of trust and teamwork.
- Being proactive and progressive in the field of emergency communications in order to provide the citizens and responders of Eaton County with the best service available.

We will work hard to fulfill our mission in a manner that inspires faith and confidence from the public and all of the agencies we serve.

Executive Summary

It is with great pleasure that I present the Eaton County Central Dispatch (ECCD) 2021 annual report for your information and review.

Former ECCD Director Michael Armitage accepted a 9-1-1 leadership role in a neighboring county. In Mr. Armitage's five (5) years at ECCD, he implemented numerous technological improvements such as a new public safety radio system, a Next-Generation 911 system, a county-wide emergency alert and notification system, county-wide school panic button, and much more. Thank you, Mr. Armitage, and we wish you the best in your future endeavors!

In October of 2021, I accepted the position of ECCD Director. My goals for 2022 are to keep ECCD moving forward technologically, focus on creating a positive and engaging environment for my staff, continue to build relationships with the agencies we serve, and ensure we provide Eaton County citizens with the best service available.

I am grateful for the professional and dedicated ECCD staff who carry out our critical public safety mission 24 hours a day, 365 days a year. We want to take this opportunity to thank our Board of Commissioners, the agencies we serve, and the citizens of Eaton County for their continued support.

Yours Truly,



Kelley Cunningham
Director

Kelley Cunningham, Director



Mrs. Kelley Cunningham, E.N.P., was named Director of Eaton County Central Dispatch in 2021. She has been with Eaton County for over 15 years and has previously held positions of Public Safety Telecommunicator, Communications Training Officer, Supervisor, and Deputy Director. Additionally, Mrs. Cunningham has an M.P.A. with a concentration in Emergency Management from Jacksonville State University and a B.S. in Education from Ferris State University.

Mrs. Cunningham is married to Christopher, and together, they have four children: Andrew, Addison, Luella, and Landon.

Years of Service Awards



Francis D'Huyvetter Kelley Cunningham



Kyla Carranco Libby Howland

2021



Calls for Service
89,284

64,500



16,318



8,466



Total Calls Answered
138,922



Calls on Emergency Lines
51,061



Calls on Non-Emergency Lines
87,861

911 
CALL IF YOU CAN
TEXT IF YOU CAN'T

147 text-to-911 sessions.

2020 VS. 2021



Calls for Service
2020: 80,922 vs.
2021: 89,284
10% Increase



TOTAL CALLS ANSWERED
2020: 131,575 vs.
2021: 138,922
6% Increase



Law Enforcement
2020: 59,494 vs.
2021: 64,500
8% Increase



Emergency Lines
2020: 48,718 vs.
2021: 51,061
5% Increase



EMS
2020: 14,546 vs.
2021: 16,318
12% Increase



Non-Emergency Lines
2020: 82,857 vs.
2021: 87,861
6% Increase



Fire
2020: 6,882 vs.
2021: 8,466
23% Increase



Text-to-911
2020: 139 vs.
2021: 147
6% Increase



Law Enforcement Calls for Service

Agency	Calls	Percentage
Bellevue Police	709	1.0%
Charlotte Police	8,692	13.0%
Eaton County Sheriff: Delta Patrol	20,090	29.7%
Eaton County Sheriff: County Patrol	13,936	21.7%
Eaton County Sheriff: Animal Control	1,854	3.1%
Eaton Rapids Police	4,208	6.3%
Grand Ledge Police	4,767	7.8%
Michigan State Police	7,027	13.3%
Olivet police	387	0.9%
Potterville Police	2,707	2.9%
Other Agencies	125	0.3%
Total	64,500	100%





Fire Calls for Service

Agency	Calls	Percentage
Bellevue Fire	324	4.1%
Benton Township Fire	308	3.2%
Charlotte Fire	1,073	12%
Delta Township Fire	3,000	36.6%
Eaton Rapids Fire	738	8.2%
Eaton Rapids Township Fire	748	8.4%
Grand Ledge Fire	673	8.2%
Hamlin Township Fire	194	2.7%
Olivet Fire	270	3.6%
Roxand Township Fire	158	2.5%
Sunfield Township Fire	287	3.3%
Vermontville Township Fire	179	2.0%
Windsor Township Fire	398	4.3%
Other Agencies	116	1.0%
Total	8,466	100%





EMS Calls for Service

Agency	Calls	Percentage
Benton Township EMS	1,066	6.4%
Delta Township EMS	5,589	34.5%
Eaton Area EMS	5,974	37.7%
Grand Ledge EMS	1,970	11.7%
Vermontville EMS	192	1.2%
Windsor EMS	1,204	6.9%
Other Agencies	323	1.6%
Total	16,318	100%



Administrative

ECCD enters warrants, conditional bonds, and other orders in the Law Enforcement Information Network (LEIN) for law enforcement agencies in Eaton County.



Warrants Entered in 2021
6,819



ECCD responds to requests for audio recordings, dispatch incident logs, and other documents under the Freedom of Information Act.

FOIA Requests in 2021
184

ECCD is responsible for the issuance of addresses in the county. We are seeing an increase in residential and road development over the last several years.



Addresses Issued in 2021
123

Training

1,345.75
Hours of
Training in
2021

Eaton County Central Dispatch exceeds state requirements when it comes to training. Training is vital to keep staff prepared and well-equipped to handle emergency situations. This is one way that ECCD is a leader in providing exceptional service to the public and first responders. This year, we have attended training programs virtually and in person.

Quality Assurance

Eaton County Central Dispatch's quality assurance program is in place to recognize telecommunicators' strengths and identify performance areas that need improvement. This helps ECCD ensure call-taking and dispatching actions are delivered at the highest possible standard.

2021 Quality Assurance Averages

Law Enforcement Dispatch 98.55%

Fire & EMS Dispatch 99.15%

Law Enforcement Call Intake 98.55%

Fire Call Intake 98.71%

Community Outreach

Eaton County Central Dispatch staff attended many events to educate community members about 911 and other related services.



In the Field

Eaton County Central Dispatch Tactical Team was deployed for emergency communications support at several incidents and events throughout the year.



RAVE Alerts

Always Be Notified.



Eaton County 911 uses RAVE Alert to send official, real-time alerts to the public with information about potentially life-saving actions they may need to take to keep themselves and their families safe.

Eaton County has a total of 15,292 RAVE Alert subscribers

Smart 911

Smart 911 is a service that allows residents to create a free safety profile for their household that includes any information they want 9-1-1 and first responders to have in the event of an emergency.



Smart911[®]

Download the Smart911[®] App
It Could Save Your Life

In 2021 there was a 51% Increase in Smart911 Enrollments

Download the App Today.



Smart911.com[™]



RAVE Panic Button



RAVE Panic Button is deployed county-wide in Eaton County School Districts and throughout the Eaton County Government Complex. This enhanced technology instantly dials 9-1-1 while simultaneously immediately alerting on-site personnel of the emergency and opening up a communication channel between responders and others involved in the incident.

This technology is used in emergencies and for annual safety drills.



In 2021, RAVE Panic Button was utilized 184 times.

Eaton County Central Dispatch

911 Courthouse Dr.
Charlotte, MI 48813

EMERGENCY: 9-1-1

CALL IF YOU CAN, TEXT IF YOU CAN'T

Non-Emergency: 517-543-3510

Email: dispatch@eatoncounty.org

Emergency Alerts: Text EATON to 67283 or Register at Smart911.com or Download the App



**Seconds Matter
in an Emergency**

Three smartphones are shown displaying the Smart911 app interface. The central phone shows a 'My Smart911 Profile' for 'Hi, Rebecca' with a list of household members and their contact information. The left phone shows a map of the user's location. The right phone shows a map with a location pin.

EMERGENCY ALERTS **HOUSEHOLD INFO** **MEDICAL HISTORY** **PET INFO**

Download the App Today.



Smart911.com





**CHARTER TOWNSHIP OF DELTA
RESOLUTION OF RECOGNITION
CELEBRATING THE JUNETEENTH HOLIDAY**

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, however news of the monumental legislation did not reach parts of the deep south and western most parts of the confederacy for more than two years; and

WHEREAS, on June 19, 1865, word finally reached Galveston, Texas where more than 250,000 slaves were set free, thus finally putting an end to slavery within the United States; and

WHEREAS, in celebration of this momentous event, Juneteenth has been celebrated throughout African American Communities across the nation as the true end of slavery and the nation's second Independence Day for more than 150 years; and

WHEREAS, in 2021 the U.S. Federal Government officially declared Juneteenth a Federal Holiday, to be celebrated annually on June 19; and

WHEREAS, in December 2021, Delta Township officially recognized Juneteenth as a local government holiday, where administrative offices will henceforth be closed on June 19 in observance of the holiday.

NOW, THEREFORE, BE IT HERBY RESOLVED, that on this second day of May two-thousand-twenty-two the Delta Township Board recognizes and celebrates Juneteenth commemorating the official emancipation of all slaves within the United States.

Kenneth R. Fletcher, Township Supervisor

Mary R. Clark, Township Clerk

Fonda J. Brewer, Township Trustee

Dennis R. Fedewa, Township Treasurer

Elizabeth S. Bowen, Township Trustee

Andrea M. Cascarilla, Township Trustee

Karen J. Mojica, Township Trustee

**DELTA CHARTER TOWNSHIP
FINANCE REPORT
FOR TOWNSHIP BOARD MEETING
5/2/2022**

Disbursement requests listed on the following pages, totaling \$1,031,068.77 have been received and reviewed by the Manager, Finance Director, and Clerk. It is recommended that all listed vouchers be approved for payment.

Payroll & Related	430,037.55
Refunds	1,214.00
Tax Distributions	-
Vendor Claims	<u>599,817.22</u>
Total	<u><u>\$ 1,031,068.77</u></u>

Kenneth R. Fletcher, Township Supervisor

Mary R. Clark, Township Clerk

Dennis R. Fedewa, Township Treasurer

PAYABLES FOR DELTA CHARTER TOWNSHIP
BOARD AGENDA DATE
05/02/2022

Check Date	Check	Vendor Name	Description	Amount
04/20/2022	323040	DAN BENNETT	EXPENSE REIMB APRIL 2022 - FUEL CARD DEC	185.10
04/20/2022	323041	CONSUMERS ENERGY	SERVICE @ MULTIPLE LOCATIONS (MAR - APR 22)	3,937.59
04/20/2022	323042	SCOTT CRIPS	REFUND FOR UMPIRE FEES	120.00
04/20/2022	323043	DENISE COELHO	MEDICINE BASKET PAINTING CLASS/SPRING SESSION	88.00
04/20/2022	323044	GRANGER	CONTAINER SERVICE @ MULTIPLE LOCATIONS - APR 22	864.34
04/20/2022	323045	LOWES BUSINESS ACCOUNT	SUPPLIES & MATERIALS FOR MULTIPLE DEPTS	668.63
04/20/2022	323046	R M ELECTRIC INC	REFUND - BD PAYMENT	7.00
04/20/2022	323047	LIN ROGERS ELECTRICAL CONTRACTORS	REFUND - BD PAYMENT	152.00
04/20/2022	323048	GREAT LAKES SIGN CO LLC	REFUND - BD PAYMENT	150.00
04/20/2022	323049	BARBARA ROSSI	ZUMBA & SENIOR CORE CLASSES/SPRING 1ST SESSION	944.00
04/20/2022	323050	VOYANT COMMUNICATIONS	PHONE & INTERNET SERVICE - APRIL 2022	3,988.30
04/22/2022	323051	KASEY FURGALA	PAYROLL CHECK, BANK ACCOUNT DD ISSUE	1,881.39
04/27/2022	323057	SYNCB/AMAZON	STMNT FOR OFFICE & EQUIP SUPPLIES	1,912.17
04/27/2022	323058	AT&T	PHONE SERVICE @ RECYCLING CENTER (APR - MAY 22)	109.96
04/27/2022	323059	AT&T MOBILITY	WIRELESS MODEM - ENGINEERING (APR - MAY 22)	36.24
04/27/2022	323060	BRD PRINTING, INC.	ENVELOPES - ACCOUNTING	663.43
04/27/2022	323061	CANON FINANCIAL SERVICES, INC.	MONTHLY COPIER CONTRACT CHARGE - APRIL 22	1,064.00
04/27/2022	323062	CAPITAL AREA UNITED WAY	PAYROLL WITHHOLDING 04/22/22	34.23
04/27/2022	323063	CONSUMERS ENERGY	SERVICE @ MULTIPLE LOCATIONS (MAR - APR 22)	1,520.89
04/27/2022	323064	GRANGER	MONTHLY RENTAL CHARGE, 2 YARD FEL SERVICE CHARGE	834.93
04/27/2022	323065	LANSING BOARD OF WATER & LIGHT	LAB FEES - MARCH 2022	338.75
04/27/2022	323066	METRO FIBERNET LLC	SERVICE @ ENRICHMENT CENTER (APR - MAY 22)	141.20
04/27/2022	323067	AMORCITA SALCEDO	REFUND OF RENTAL DEPOSIT	250.00
04/27/2022	323068	LONG XIONG	REFUND OF RENTAL DEPOSIT	250.00
04/27/2022	323069	RIGHTEOUS LIVING MINISTRIES	REFUND OF RENTAL DEPOSIT	285.00
04/27/2022	323070	SUN LIFE FINANCIAL	ACCIDENT & CRITICAL ILLNESS INSURANCE - APR 22	1,666.44
04/27/2022	323071	UPS	SHIPPING CHARGES	43.75
04/27/2022	323072	VERIZON	MACHINE TO MACHINE DEVICES (MAR - APR 22)	518.30
05/04/2022	323073	AIRGAS USA, LLC	OXYGEN	158.41
05/04/2022	323074	ALTOGAS	PROPANE FOR FORK TRUCK	27.98
05/04/2022	323075	AMERICAN RENTALS, INC.	PORTABLE TOILETS	835.00

05/04/2022	323076	AUTOMATION DIRECT	EXHAUST FAN PARTS, BLOWER PARTS, LINE REACTOR	337.25
05/04/2022	323077	AUTO VALUE PARTS STORE	MISC PARTS & SUPPLIES	987.08
05/04/2022	323078	BARYAMES CLEANERS, INC.	CHIEF & ASST CHIEFS UNIFORMS - LAUNDRY	172.35
05/04/2022	323079	BDI	HOSE FOR EMERGENCY PUMP	1,618.14
05/04/2022	323080	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,816.50
05/04/2022	323081	BREATHING AIR SYSTEMS	COMPRESSOR MAINTENANCE	590.64
05/04/2022	323082	BS&A SOFTWARE	ANNUAL FEE-ASSESS, HR, SA, PERSONAL PROP WEB PORTAL	11,758.00
05/04/2022	323083	CDW GOVERNMENT, INC.	MOUSE WIRELESS COMBO, HD WEBCAM	157.51
05/04/2022	323084	CINTAS CORPORATION #725	MATS FOR SUBSTATION	40.00
05/04/2022	323085	CITY OF LANSING	GM SANITARY SEWER 425 AGREEMENT (02/15 - 03/15)	45,435.11
05/04/2022	323086	CLASSIC COFFEE CO.	COFFEE, CREAM, SUGAR - STATIONS #1 & #3	334.50
05/04/2022	323087	CORRPRO COMPANIES, INC.	ANNUAL TOWER INSPECTION	1,970.00
05/04/2022	323088	DARLING INGREDIENTS, INC.	OUTDOOR GREASE RECYCLING	75.00
05/04/2022	323089	DBI BUSINESS INTERIORS	OFFICE & OPERATING SUPPLIES - MARCH 2022	9,354.17
05/04/2022	323090	DEERE & COMPANY	MOWING EQUIPMENT/TRACTORS	18,726.64
05/04/2022	323091	DIGI-KEY ELECTRONICS	PARTS FOR HUNTER LS	69.51
05/04/2022	323092	DLT SOLUTIONS, LLC	ANNUAL RENEWAL CIVIL 3D GOVT SUBSCRIPTION	5,056.08
05/04/2022	323093	EATON COUNTY	56A DISTRICT COURT PMTS - MAR 2022	1,469.45
05/04/2022	323094	EATON COUNTY TREASURER	MTT ORDER 20-002022 GENERAL MOTORS	77,939.81
05/04/2022	323095	EATON COUNTY TREASURER	SHERIFF CONTRACTUAL - MAY 2022	309,491.00
05/04/2022	323096	ETNA SUPPLY COMPANY	METER GASKETS, METERS, UNIONS & ADAPTERS	3,875.13
05/04/2022	323097	FACILITY SOLUTIONS, INC.	BATH TISSUE	110.30
05/04/2022	323098	FIBERTEC ENVIRONMENTAL SERVICES	HG MONITORING, IPP MONITORING, MERCURY NPDES	803.00
05/04/2022	323099	CLARIS INTERNATIONAL INC	CONTRACT # 41534763 FILEMAKER RENEWAL	6,554.00
05/04/2022	323100	FLEETPRIDE	FUEL/WATER SEPARATOR, FILTER	137.28
05/04/2022	323101	FLUID CONNECTIONS INC AUTOMATION	VACTOR TRUCK HOSE	15.75
05/04/2022	323102	GEODETIC DESIGNS, INC.	PARCEL SURVEY - DELTA MILLS PARK RESTROO	4,950.00
05/04/2022	323103	GREGG GINEBAUGH	LODGING FOR MICHIGAN ASSOC OF FIRE CHIEF	433.62
05/04/2022	323104	GRAINGER	MISC PARTS & TOOLS	698.48
05/04/2022	323105	HAMMOND FARMS	PRO-SOIL LAWN/GARDEN	85.00
05/04/2022	323106	BRIAN HATFIELD	REIMBURSE - FOR TURNOUT GEAR STORAGE RACKS	1,043.54
05/04/2022	323107	HOLLAND SUPPLY, INC.	ALTURNAMAT LAWN BOARDS	2,215.70
05/04/2022	323108	INGSTRUP GARAGE DOOR & CONSTRUCTION	REPAIR ON GARAGE DOORS	334.90
05/04/2022	323109	INTERNATIONAL CODE COUNCIL	ECPA - PREMIUM COMPLETE - 3Y	4,865.00
05/04/2022	323110	KENDALL ELECTRIC INC.	PARTS FOR RIVER RIDGE LS, EXHAUST FAN PARTS	190.99
05/04/2022	323111	RICK KINSMAN	REIMBURSEMENT FOR ELECTRICAL EDUCATION WEBINAR	40.00

05/04/2022	323112	KODIAK EMERGENCY VEHICLES	POWERLOAD INSTALLATION - 5 VEHICLES	4,075.75
05/04/2022	323113	LANSING BOARD OF WATER & LIGHT	LAB FEES - VILLAGE PLACE	27.10
05/04/2022	323114	MCNAMARA'S HEATING & COOLING	HVAC SERVICE CALL	172.00
05/04/2022	323115	MENARDS	MISC PARTS & SUPPLIES	262.68
05/04/2022	323116	MICHIGAN CAT	BACKHOE	4,458.15
05/04/2022	323117	MICHIGAN COMPANY, INC.	JANITORIAL SUPPLIES	785.45
05/04/2022	323118	MICHIGAN RECYCLING COALITION	MEMBERSHIP RENEWAL THROUGH 2/28/23	200.00
05/04/2022	323119	MICHIGAN URBAN SEARCH & RESCUE	STRUCTURAL COLLAPSE OPERATIONS - A.WEST	795.00
05/04/2022	323120	MOORE & BRUGGINK, INC.	MEETINGS ON WEBSTER RD BRIDGE	454.75
05/04/2022	323121	MICHIGAN WATER ENVIRONMENT ASSOC.	R KANE - MAY 6 WORKSHOP @ EAGLE EYE	100.00
05/04/2022	323122	MYERS PLUMBING & HEATING, INC.	BOILER REPAIRS	1,833.45
05/04/2022	323123	NEWARK ELEMENT14	PARTS FOR HUNTER LS	208.59
05/04/2022	323124	NORTH AMERICAN SAFETY, INC	UNIFORM T-SHIRTS	507.50
05/04/2022	323125	NORTH GRAND RIVER COOPERATIVE	DELTA FIRE MEDICAL LINENS - MARCH	103.82
05/04/2022	323126	NYE UNIFORM	EMBLEM/STRIPE REMOVAL, SEWING, SHIRTS	641.50
05/04/2022	323127	CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE - APRIL 2022	55.55
05/04/2022	323128	OHM ADVISORS	GM PS ANALYSIS & GIS PHASE 2 PROF SERVICES	16,020.50
05/04/2022	323129	PROVIDENCE CONSULTING COMPANY	OFFICE 365 WITH DEFENDER, CYBER TRAINING	1,989.77
05/04/2022	323130	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE SOLUTION	7,537.01
05/04/2022	323131	QUALITY TIRE, INC.	REPAIR PASSENGER TIRE	39.00
05/04/2022	323132	R.M. ELECTRIC, INC.	GENERATOR REPAIRS	2,212.69
05/04/2022	323133	SAFEWARE, INC.	PROTECTIVE BOOT, WATER TRAP FILTERS	153.75
05/04/2022	323134	SERPENTIX CONVEYOR CORP	CONVEYOR PANS	781.00
05/04/2022	323135	STERICYCLE, INC.	MEDICAL WASTE DISPOSAL SERVICE - APRIL 22	45.00
05/04/2022	323136	SUNDANCE CHEVROLET	HARNESS	218.68
05/04/2022	323137	TETRA TECH, INC.	GM BATTERY FACILITY PROF SERVICES	17,811.81
05/04/2022	323138	THRUN LAW FIRM P.C.	LEGAL SERVICES - MAR 2022	1,507.50
05/04/2022	323139	VEGA AMERICAS, INC	VEGAPULS 21, THREADED FLANGES	1,294.48
05/04/2022	323140	WEST SHORE FIRE, INC.	CHARGER	60.00
05/04/2022	323141	ZOLL MEDICAL CORP	RESQPOD	1,165.90
				<hr/>
				\$ 602,946.84
			PAYROLL PAY ENDING 04/16/2022	\$ 428,121.93
			GRAND TOTAL	<u>\$ 1,031,068.77</u>

CHARTER TOWNSHIP OF DELTA
Public Meeting Room A
Delta Township Administration Building
7710 West Saginaw Highway
Lansing, MI 48917

**TOWNSHIP BOARD REGULAR MEETING MINUTES FOR
MONDAY, APRIL 18, 2022**

I. CALL TO ORDER

Supervisor Fletcher called the meeting to order at 6:00 PM.

II. OPENING CEREMONIES – Pledge of Allegiance

III. ROLL CALL

Members Present: Supervisor Kenneth R. Fletcher, Treasurer Dennis R. Fedewa, Trustee Andrea M. Cascarilla, Trustee Karen J. Mojica, Trustee Elizabeth S. Bowen, and Trustee Fonda J Brewer

Members Absent: Clerk Mary R. Clark

Others Present: Manager Brian T. Reed, Assistant Manager Alannah Doak, Fire Chief Gregg Ginebaugh, Assistant Fire Chief John Kahler, Lt. Ross Tyrrell, Utilities Director Rick Kane, Finance Director Courtney Nicholls, and Township Engineer Ernie West

TRUSTEE BREWER MOVED TO EXCUSE CLERK MARY R. CLARK FROM THE APRIL 18, 2022, BOARD MEETING.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. MOTION PASSED 6-0.

IV. PRESENTATIONS AND PROCLAMATIONS

1. Audit Report Presentation – Maner Costerisan

Finance Director Courtney Nicholls introduced Jeff Staley from Maner Costerisan, who provided a presentation on the Townships fiscal year 2021 audit report.

V. SET/ADJUST AGENDA

TRUSTEE CASCARILLA MOVED TO APPROVE THE AGENDED AS PRESENTED.

MONDAY, APRIL 18, 2022 TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

TRUSTEE MOJICA SUPPORTED THE MOTION. MOTION PASSED 6-0.

VI. PUBLIC HEARING

2. New Covenant Christian School Noise Waiver

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE REQUEST BY NEW COVENANT CHRISTIAN SCHOOL FOR A WAIVER OF THE NOISE ORDINANCE BETWEEN THE HOURS OF 10:30 A.M. AND 5:00 P.M. ON APRIL 30, 2022.

TRUSTEE BREWER SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

VII. COMMUNICATIONS

VIII. PUBLIC COMMENTS

IX. INTRODUCTION OF ORDINANCES

X. PASSAGE OF ORDINANCES

XI. CONSENT AGENDA

TRUSTEE MOJICA MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE BOWEN SUPPORTED THE MOTION.

ROLL CALL:

AYES: SUPERVISOR FLETCHER, TREASURER FEDEWA, TRUSTEE CASCARILLA, TRUSTEE MOJICA, TRUSTEE BREWER, AND TRUSTEE BOWEN

NAYS: NONE

ABSENT: CLERK CLARK

THE MOTION PASSED 6-0.

3. Bills and Financial Transactions

Bonds/Debt Payments	\$	
Payroll & Related	\$	394,208.06
Refunds	\$	1,575.54
Tax Distributions	\$	-

MONDAY, APRIL 18, 2022 TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

Vendor Claims	\$	492,545.94
Total	\$	888,329.54

TRUSTEE MOJICA MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE BOWEN SUPPORTED THE MOTION. MOTION PASSED 6-0.

4. Minutes

a. April 4, 2022

TRUSTEE MOJICA MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE BOWEN SUPPORTED THE MOTION. MOTION PASSED 6-0.

5. MDOT 2207B Form Update – MDOT Right of Way Permits Governmental Resolutions

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD ACCEPT THE MDOT PERFORMANCE RESOLUTION AS PRESENTED.

IT WAS FURTHER MOVED THAT THE TOWNSHIP CLERK AUTHORIZED AND DIRECTED TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO THE AFOREMENTIONED PROJECT.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

6. Acceptance of Wind Trace – Phase III Utility Agreement Development of Wind Trace Subdivision

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE MUNICIPAL UTILITY AGREEMENT SUBMITTED BY NIXON ROAD HOLDING COMPANY, LLC FOR THE EXTENSION OF THE PUBLIC WATER AND SANITARY SEWER MAINS TO SERVE THE PROPOSED WIND TRACE – PHASE III SUBDIVISION.

IT WAS FURTHER MOVED THAT THE TOWNSHIP SUPERVISOR AND CLERK BE AUTHORIZED AND DIRECTED TO SIGN THE AGREEMENT ON BEHALF OF THE TOWNSHIP.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

7. 2022 Sidewalk Raising Program Bid Results and Recommendation for Award

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD ACCEPT THE BID FROM CONCRETE RAISING AND LEVELING CO. FOR THE 2022 SIDEWALK RAISING PROGRAM PROJECT IN THE AMOUNT OF \$9,460.00.

IT WAS FURTHER MOVED THAT THE TOWNSHIP MANAGER BE AUTHORIZED AND DIRECTED TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO THE AFOREMENTIONED PROJECT.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

8. 2022 Sidewalk Replacement Program Bid Results and Recommendation for Award

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD ACCEPT THE BID FROM LOPEZ CONCRETE CONSTRUCTION FOR THE 2022 SIDEWALK REPLACEMENT PROGRAM PROJECT IN THE AMOUNT OF \$39,222.00.

IT WAS FURTHER MOVED THAT THE TOWNSHIP MANAGER BE AUTHORIZED AND DIRECTED TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO THE AFOREMENTIONED PROJECT.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XIV. OLD ITEMS OF BUSINESS

XV. ITEMS OF BUSINESS

9. Board & Commission Appointments

SUPERVISOR FLETCHER MOVED THAT THE AFOREMENTIONED PERSONS BE APPOINTED TO THE TOWNSHIP BOARDS/COMMISSIONS; AND THAT THE CLERK IS HEREBY DIRECTED TO SEND NOTIFICATION TO ALL OF THOSE SELECTED INFORMING THEM OF THEIR APPOINTMENT.

Zoning and Sign Board of Appeals

MONDAY, APRIL 18, 2022 TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

- **Jeff Hicks** is reappointed to a full three-year term expiring March 31, 2025.

Parks, Recreation and Cemeteries Commission

- **Lonnie Lee** is reappointed to a full three-year term expiring March 31, 2025.

Delta Township Saginaw Highway Corridor Improvement Authority

- **Bryan Torok** is appointed to a partial term expiring June 30, 2023, replacing John Daher, who passed away in February 2022.

TRUSTEE BREWER SUPPORTED THE MOTION. THE MOTION PASSED 5-1 (FEDEWA NAY).

10. Resolution of Support of the WRRF Project for Congressionally Directed Funding

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE RESOLUTION OF SUPPORT FOR THE WATER RESOURCE RECOVERY FACILITY MAJOR CAPITAL IMPROVEMENTS PROJECT FOR CONSIDERATION OF ADDITIONAL CONGRESSIONALLY DIRECTED FUNDING.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

XVI. MANAGER'S REPORT – Brian Reed, Township Manager

Manager Reed presented his updates to the Township Board:

- Two weeks ago, the Township took bids for the Delta Mills restroom. Received one bid that was extremely high and about double what was anticipated and almost quadruple for the parking lot. Would like to cancel the bid and rebid the project.
- The Township received notice of the Drainage Board Meeting for Determination of Practicability for the Banks/Briggs Intercounty Drain scheduled for Monday, April 25 at 6pm at the Waverly Auditorium. It is also offered via zoom.
- The WRRF construction kick-off meeting took place today. Since the loan has not closed yet we can't begin tangible construction yet, but we can begin planning things such as parking and planning the groundbreaking ceremony.
- We continue to meet weekly with GM. The project is moving extremely fast.
- Today we received our 5 Star Ecities scorecard. A press release will go out now that we have the official certification.
- We made an offer, and it was accepted by Kyla Moore for the HR Director position. She starts next Monday and will be in attendance at the next meeting.

MONDAY, APRIL 18, 2022 TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

XVII. COMMITTEE OF THE WHOLE

11. Accounting Department Annual Report

Finance Director Courtney Nicholls presented the Accounting Departments 2021 Annual Report to the Board.

XVIII. PUBLIC COMMENTS

XIX. CLOSED SESSION

XX. ADJOURNMENT –

Supervisor Fletcher adjourned the meeting at 7:02 PM.

CHARTER TOWNSHIP OF DELTA

KENNETH R. FLETCHER, SUPERVISOR

MARY R. CLARK, TOWNSHIP CLERK



Manager's Office

(517) 323-8590

TO: Supervisor Kenneth R. Fletcher and the Delta Township Board

**FROM: Matt Leach, Building Director
Alannah Doak, Assistant Township Manager**

DATE: May 2, 2022

SUBJECT: Approve an Interlocal Agreement with Eaton County for As-Needed On-Call Building and Trades Inspection Services

Background:

Staff has developed the attached shared services agreement for building and trade inspections with Eaton County for Board consideration. The agreement is designed to allow Delta Township and Eaton County to trade services (inspections) on a limited basis when there is a need such as vacations or medical leave. The inspections would be limited to necessary or emergency inspections only, and to fill gaps in availability due to staff absences. This will allow us to maintain our responsiveness for important projects.

Financial Impact

Per the agreement, the inspections will be traded at no cost. Although the need is expected to be small and reciprocal there is a limitation built into the agreement to ensure that the shared services are balanced between the municipalities. Per the agreement, if one municipality or the other becomes unbalanced by more the 50 hours, the surplus would be billed at a rate of \$75.00/hour at that time. A shared log will be maintained to track the inspection services traded and will be regularly monitored by staff to ensure that the service levels are balanced over time.

Attachments:

1. Eaton County Shared Services – Interlocal Agreement

Staff Recommendation:

Staff recommends that the Board approve the attached Interlocal Agreement with Eaton County for Building and Trades Inspection Services.

The following motion is offered for the Board's consideration:

“I move that the Delta Township Board approve the shared services agreement for Eaton County for the purpose of as-needed, on-call building and trades inspection services. I further move that the Delta Township Board authorize the Township Manager to sign the shared services agreement on behalf of the Township.”

EATON COUNTY/DELTA TOWNSHIP

INTERLOCAL AGREEMENT FOR BUILDING AND TRADES INSPECTION SERVICES

As-Needed Emergency or Backup Inspection Services/Loaned Employees

THIS INTERLOCAL AGREEMENT ("the Agreement") is entered into under the authority of the Urban Cooperation Act, PA 7 of 1967, as amended, between the Charter Township of Delta, Michigan ("Delta") and Eaton County, Michigan ("County"), both municipal corporations organized under the laws of the State of Michigan, for the purpose of establishing a contractual relationship under which each municipality will allow and its employees to perform building inspection services for the other municipality on an as-needed basis.

RECITALS:

WHEREAS, both Delta and County (each a "party" and collectively "the Parties") are "public agencies" as defined by Urban Cooperation Act, PA 7 of 1967, and are authorized by that Act to cooperate on a basis of mutual advantage in order to provide for services; and

WHEREAS, the Parties desire to establish an arrangement under which each party may utilize services provided by the other party's employees on a periodic, as-needed basis subject to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

NOW, THEREFORE, THE PARTIES AGREE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

TERMS

Section 1. Authority and Purpose.

This Agreement is executed pursuant to Urban Cooperation Act, PA 7 of 1967. The purpose of this Agreement is to establish a contractual relationship under which each party may permit their respective employees to provide services for the other party on an as-needed basis, and to set forth the Parties' rights, obligations, costs and liabilities regarding this undertaking. This Agreement shall be reasonably construed in furtherance of this purpose.

Section 2. Provision of Services.

Each party may utilize the employees of the other party to perform governmental services subject to the provisions of this section.

- A. **Request for Services.** When a party desires services from the other party, the requesting party shall notify the other party at least 48 hours in advance of the day(s) during which the requested services will be performed, unless said service is an emergency, in which case this requirement is waived and the party requested to provide services will use its best efforts to provide the services.
 - 1. Each request shall specify: (i) the nature and scope of the requested services; (ii) the date and estimated duration of the services; and (iii) the location where the requested services will be performed. Requests may be communicated by telephone, U.S. Mail, electronic mail or fax.

2. Requests for services will generally be limited to:
 - i. Emergency and backup trade inspections for Building, Electrical, Plumbing, and Mechanical.
 - ii. Other services if mutually agreed upon

- B. Approval or Denial of Request. Upon receiving a request pursuant to Section 2(A), a party shall respond to the requesting party by either approving or denying the request. Responses may be communicated by telephone, U.S. Mail, electronic mail or fax.

- C. Prioritization of Employee Time. The approval of a request for employee services pursuant to this section shall be subject to availability as determined in the sole discretion of the party receiving the request. It is expressly understood that each party's need for the services and time of its own employees shall take precedence over a request from the other party in the event of a conflict. Nothing herein shall be construed as requiring the approval of any request.

- D. Performance of Services. Each employee performing services under this Agreement shall follow the reasonable directives of the requesting party, as defined by the mutually accepted scope pursuant to Section 2(A), and shall comply with all applicable laws, regulations, ordinances, codes and policies throughout the duration of such performance.

- E. In addition to any requirements set forth herein and/or in any applicable laws, regulations, ordinances, codes or policies, the following provisions shall apply to the services performed under this Agreement:
 1. Work Hours. The employee of a party shall perform such services exclusively during regular business hours (8:00 a.m. through 5:00 p.m.), exclusive of travel time, unless expressly authorized by the requesting party.
 2. Office Space. For the purpose of providing services at the municipal building of the requesting party, the requesting party shall provide a temporary office workstation for reasonable use by the party's employee providing services.
 3. Vehicle Use. The employees providing services under this Agreement shall use his/her vehicle or the vehicle of his/her employer for purposes of necessary travel. Employees providing services shall maintain a valid Michigan State driver's license at all times.
 4. Tools and Equipment. Except as otherwise specified in this Agreement or directed by the requesting party, employees providing services shall utilize his/her own tools and equipment for purposes of providing services hereunder.

Section 3. Payment.

This is a mutual aid agreement. There will be no payment for services rendered under this Agreement to either party unless the hours of service are unbalanced as noted below.

- A. Unbalanced Hours of Service. The hours of services provided as a mutual aid shall be balanced between the parties. Each party shall provide and exchange an itemized report to the other every six (6) months indicating the hours of service provided to the other party with time increments of no less than one quarter hour. If the hours of service rendered and reported by one party exceeds the hours of service rendered and reported by and to the other party by more than 50 hours (hereinafter the "Excess Service"), the party providing the Excess Service shall be compensated by the party receiving the Excess Service for every hour of service or fraction thereof in excess of the 50 hour difference at a rate of \$75.00 per hour within thirty (30) days of the reports.

- B. Invoice and Payment Procedure. The party performing the Excess Service shall submit to the other party an invoice for the cost of the Excess Service within thirty (30) days after completion of the services, or on a monthly basis for services that are on-going. Each invoice shall detail the services provided. The invoice shall be paid within thirty (30) days.

Section 4. Term.

This Agreement shall be effective upon mutual execution by the Parties and shall remain in effect until twelve (12) months thereafter, unless terminated earlier in accordance with Section 5. The Agreement shall be reviewed annually. Parties may at their option renew this Agreement for a mutually agreeable term, provided the renewal is in writing signed by both Parties.

Section 5. Termination.

Either party may terminate this Agreement with or without cause by providing the other party with thirty (30) days written notice of its intent to terminate. Neither termination nor expiration of this Agreement shall relieve a party from remitting payment to the other party for services previously rendered.

Section 6. Administration; No Separate Entity Created.

The Delta Township Manager and the Eaton County Controller/Administrator shall serve as administrators of this Agreement. No separate legal entity is formed hereby.

Section 7. Property Acquisition. Retention and Disposition.

No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a party shall remain within the sole and exclusive ownership of that party following the termination or expiration of this Agreement.

Section 8. Indemnification.

Each party shall indemnify, defend, and hold harmless the other party as provided in this section. However, nothing in this Agreement shall be deemed as a waiver of sovereign immunity as provided under the Michigan Governmental Liability for Negligence Act, Act 170 of 1964.

- A. Delta shall indemnify, defend, and hold harmless County, its officials, agents and employees, from and against any and all liability, including attorney's fees, arising in whole or in part from negligent or willfully wrongful acts or omissions of Delta, its agents or employees.
- B. County shall indemnify, defend, and hold harmless Delta, its officials, agents and employees, from and against any and all liability, including attorney's fees, arising in whole or in part from negligent or willfully wrongful acts or omissions of Eaton County, its agents or employees.
- C. Each party's obligations under this section shall apply only to the extent of that party's negligence or wrongful act or omission. With respect to joint or concurrent negligence or wrongful conduct of both parties, the parties' respective liabilities shall be as defined by the laws of the State of Michigan.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Insurance.

Each party shall maintain insurance coverage as provided in this section.

- A. Delta shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name Eaton County as an additional insured thereon.
- B. County shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name Delta as an additional insured thereon.
- C. Each party shall each deliver evidence of such insurance coverage to the other within fifteen (15) days after execution of this Agreement.

Section 10. No Employment Relationship Created.

The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between County and any employee, agent, representative or contractor of Delta, or between Delta and any employee, agent, representative or contractor of Eaton County. Without limiting the forgoing, each employee providing services hereunder shall at all times relevant to this Agreement be and remain an employee of his/her employer, and the employer shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to such employee except as expressly set forth in this Agreement.

Section 11. Notices.

Notices to Eaton County shall be sent to the following address:

**Controller/Administrator
Eaton County
1045 Independence Blvd
Charlotte, MI 48831**

Notices to Delta shall be sent to the following address:

**Township Manager
Charter Township of Delta
7710 West Saginaw Hwy
Lansing, MI 48917**

Section 12. Integration.

This document, together with any exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described above. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the parties.

Section 13. No Third-Party Beneficiary Created.

This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 14. Signatory Warranty.

Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective municipality.

Section 15. Execution in Counterparts.

This Agreement may be executed in separate counterparts.

Section 16. Regulatory Authority Reserved.

Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority of either party, which Delta and Eaton County hereby expressly reserve in full.

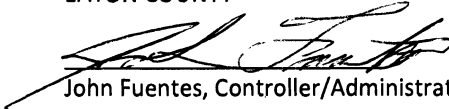
[Signatures on next page]

EXECUTED this _____ day of _____, 2022.

CHARTER TOWNSHIP OF DELTA

EATON COUNTY

Brian Reed, Township Manager


John Fuentes, Controller/Administrator

ATTEST

ATTEST

Mary Clark, Township Clerk


Diana Bosworth, County Clerk



Manager's Office

(517) 323-8590

TO: Supervisor Kenneth R. Fletcher and the Delta Township Board

FROM: Brian Reed, Manager

DATE: May 2, 2022

SUBJECT: 50th Anniversary of Employer Support of the Guard and Reserve (ESGR) Statement of Support

ESGR, is a Department of Defense program that was established in 1972 to promote cooperation and understanding between Reserve Component Service Members and their civilian employers to assist in the resolution of conflicts arising from an employee's military commitment. This year marks the program's 50th Anniversary and the National Guard and Reserves are asking local communities to sign Statements of Support reaffirming their commitment to military service member cooperation and support.

Since 1994, in addition to following the ESGR, Delta Township has stringently followed the Uniformed Services Employment and Reemployment Rights Act (USERRA); a federal law that established rights and responsibilities for uniformed service members and their civilian employers.

Delta Township currently has three National Guard/Reservist staff members and one board member that serve our community in addition to the numerous veterans we also employ. We are committed to continuing our support of our current and former service members.

The statement of support does not create any special obligation, merely pledges that we will continue to follow USERRA and provide managers and supervisors with the tools they need to help those employees serving in the guard and reserve.

Therefore, I offer the following motion for the Board's consideration:

"I move that the Delta Township Board approve the Statement of Support in recognition of the 50th Anniversary of the Employer Support of the Guard and Reserve Program. I further move that the Delta Township Board authorize the Township Manager to sign the Statement of Support on behalf of the Township."



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



We recognize the Guard and Reserve are essential to the strength of our Nation and the well-being of our communities.

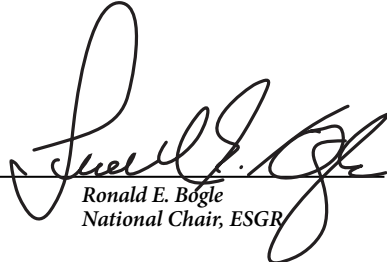
In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

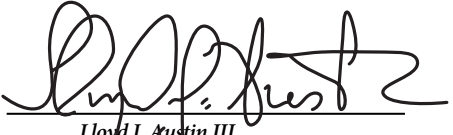
If these volunteer forces are to continue to serve our Nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, transitioning Service members and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

Employer


Ronald E. Bogle
National Chair, ESGR


Lloyd J. Austin III
Secretary of Defense

Date





Engineering Department

(517) 323-8540

To: Supervisor Kenneth R. Fletcher and the Delta Township Board

**From: Ernie West, Township Engineer
Rick Kane, Utility Director**

Date: April 28, 2022

**Subject: 2022 General Motors Ultium Battery Plant
Water and Sanitary Sewer Service**

Background

In late 2021, Township staff were informed of the potential for a large-scale development project in Section 32 of the Township, adjacent to the existing GM Lansing Delta Assembly plant, which would create a new electric vehicle battery manufacturing facility. Staff were asked to identify necessary water and sanitary sewer system improvements that would be needed to accommodate the facility. At that time, little was known about the size, exact location or water and sanitary sewer demands of the proposed facility. Staff quickly identified some conceptual improvements that would be needed to provide service, and these became the basis of some initial cost opinions that were used to apply for approximately \$33 million in state grant funding, which would be provided by the State of Michigan to provide incentive for the project to be located in Michigan.

In early 2022, the Delta Township site was chosen for the GM Ultium battery manufacturing plant and the grant funds were subsequently obligated to the Township. Since that time, staff have been working to further coordinate the water and sanitary sewer service requirements for the facility with the GM Ultium team, which includes representatives from GM, Ultium and their contractors and design engineers. Additionally, staff have engaged our own engineering consultants to further study and develop the conceptual improvements identify initially by staff. Tetra Tech was engaged to assist in analyzing the impacts to the water system, given their recent experience with implementing the southern emergency connection project with the Lansing Board of Water and Light and Creyts Road ground storage facility. Similarly, OHM Advisors was engaged to assist in analyzing the impacts to the sanitary sewer collection system given their recent experience with creating our system hydraulic modeling and Willow Lift Station planning and design efforts. The study phases are now wrapping up and the necessary improvements that need to be designed and constructed have been confirmed. Reports documenting these findings are currently in the process of being finalized. The attached map indicates the general location of the project site and required projects.

Recently, representatives of GM Ultium have indicated that they require sanitary sewer and water service available to the project site by mid-June of 2023, which is an extremely aggressive schedule, and which is 6-months earlier than staff's initial projections of when service could be reliably provided. Staff continue to evaluate the project schedule and have identified the installation of some long runs of water and sanitary sewer pipes as being critical path items in getting service to the site. To continue with the design engineering efforts with these critical path items, staff have requested the attached proposals from Tetra Tech and OHM to continue, as soon as possible, with completing design, permitting and bidding for the long pipelines.



Additional engineering proposals will be brought to the Board for acceptance in the future, which address the design of required improvements at the Millet Road water tower, GM water booster station and GM sanitary sewer lift station. Later this year, the board will be also asked to approve construction contracts for all of the required water and sanitary sewer system improvements once the bidding process is completed.

At this time, all of the engineering and construction costs for these projects are intended to be covered by the \$33 million state grant funds. Staff are managing the projects to this budget as best we can and will continue to monitor and update the board as the projects evolve. The Board is already well aware of the challenges we have faced in recent months with inflation, supply chain and contractor availability impacting both project budgets and schedules. Staff are proactively identifying ways to mitigate these issues, such as contracting prospective bidders during design, exploring pre-bid procurement of long lead time materials and building in flexibility of materials and installation methods for the pipelines. We are also confident that our evaluation of alternatives during the study phase identified the best, most cost-effective solutions to provide service to the facility. Ultimately, neither staff, nor our consultants have control over the supply chain, inflation or contractor availability.

Detailed Scope, Schedule and Fee Proposals

Refer to the attached proposals from OHM and TetraTech, which will get the critical path water and sanitary sewer projects designed and bid. Subsequent proposals will include construction engineering for the projects, once the construction schedules are confirmed.

Project Schedule

The following illustrates the general schedule for the critical path utility projects.

Study Phase	February 2020 – April 2022
Design Phase	May 2022 – August 2022
Bidding/Permitting Phase	September 2022 – October 2022
Construction Phase	October 2022 – June 2023

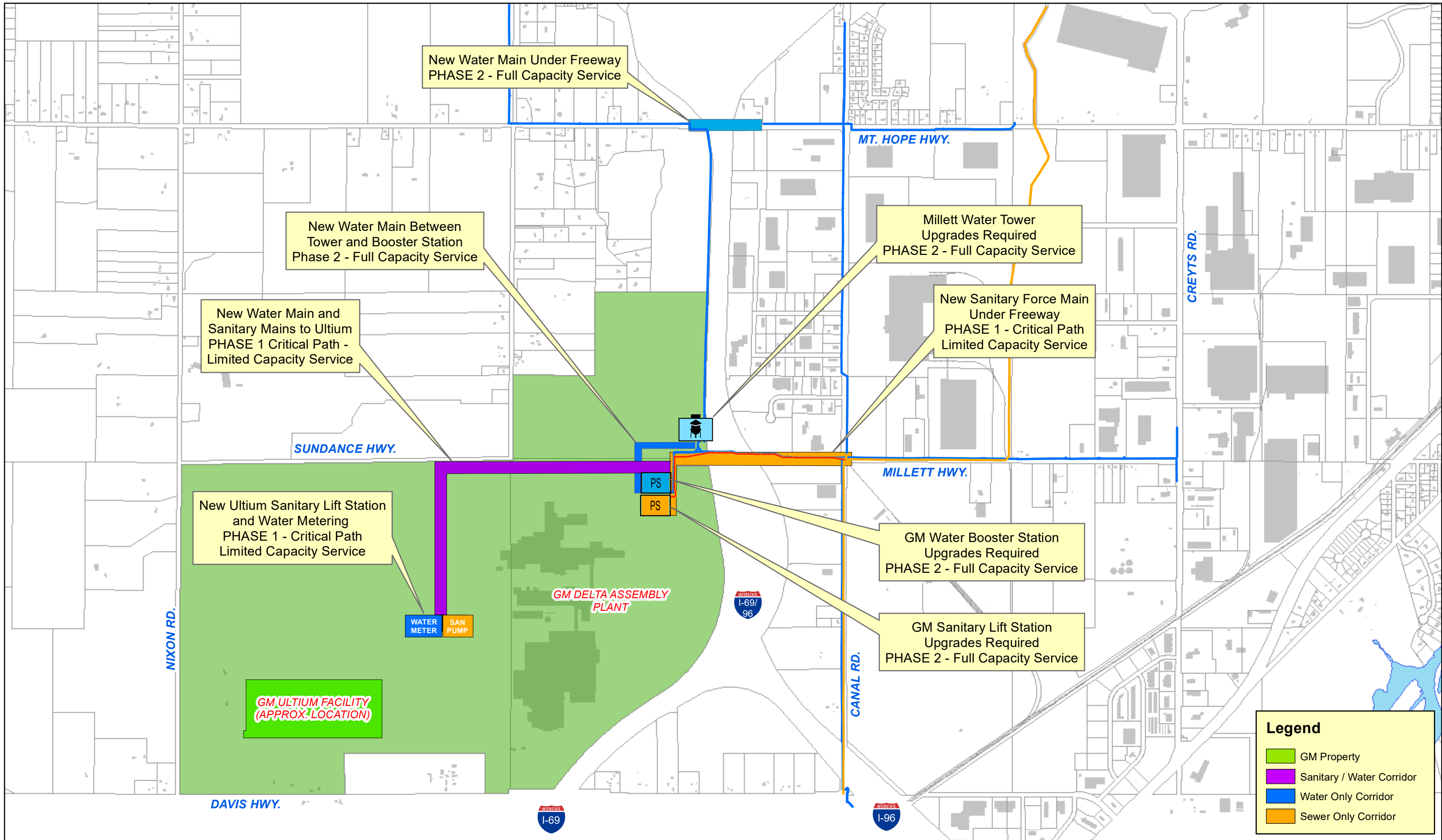
Staff Recommendation

The following motions as offered for your consideration:

"I move that the Delta Township Board accept the proposal from OHM for the purpose of providing Design and Bidding Phase Engineering Services for the GM Ultium Battery Facility Sanitary Sewer critical path utilities project in the amount of \$235,000. Further, that the Township Manager is hereby authorized to sign and execute an agreement for said services on behalf of Delta Township;

I further move, that the Delta Township Board accept the proposal from Tetra Tech for the purpose of providing Design and Bidding Phase Engineering Services for the GM Ultium Battery Facility Water system critical path utilities project in the amount of \$278,000. Further, that the Township Manager is hereby authorized to sign and execute an agreement for said services on behalf of Delta Township;

Staff will attend the May 2, 2022 Township Board Meeting to answer any questions or address any concerns of the Board. If there any questions in the interim, please let us know. Thank you.





April 27, 2022

Mr. Ernest (Ernie) West, P.E.
Township Engineer
Delta Charter Township
7710 West Saginaw Hwy
Lansing, MI 48917

RE: GM Ultium 3 Battery Lift Station and General Motors Pump Station Dual Forcemain
Proposal for Professional Engineering Services

Dear Mr. West:

OHM Advisors is pleased to submit this proposal for design engineering and bid services for the construction of the Ultium Lift Station and new General Motors (GM) Pump Station (PS) forcemain from the GM PS to the Carrier Creek Interceptor east of I-69/I-96. We have prepared our project understanding and scope of services based on information received from Delta Township and investigations performed during the analysis of the pump station earlier this year.

PROJECT UNDERSTANDING

General Motors is building a new battery cell manufacturing facility that will connect to the Delta Township's Carrier Creek Interceptor by the existing GM Pump Station that pumps the GM Lansing Delta Assembly Facility. Currently, Delta Township is responsible for the maintenance of the GM Pump Station and the 10-inch forcemain that connects to the Carrier Creek Interceptor.

The GM Lansing Delta Assembly Facility has historically operated in two or three shifts but has operated primarily two shifts since 2017. The Assembly Facility continues to operate with two shifts. The Assembly Facility requires pre-treatment before discharging into the GM PS. The Assembly Facility operates three batch treatments each 200,000 gallons before discharging into the GM PS.

The construction of the new GM Ultium battery cell manufacturing facility will require a pump station and forcemain installation to operate. GM Ultium provided an average day flow of 372 gpm and a peak flow rate of 435 gpm that will need to be pumped to the existing GM pump station. The flows will be metered and sampled upstream of the proposed pump station but will not require pre-treatment before being discharged to the Carrier Creek Interceptor. Delta Township will be responsible for the construction and maintenance of these utilities.

OHM has completed the preliminary basis of design for the GM Ultium 3 Battery Lift Station/Forcemain, GM PS, EQ basin and dual forcemain that was submitted to Delta Township the end of April 2022. As part of the study, the GM PS SCADA data was analyzed to understand the pump operations and maximum pumping capacity. It appears the maximum the GM PS pump station can pump is roughly 1,000 gpm. Based on the existing conditions and proposed flows from the Ultium 3 Battery Plant, the Township needs to modify the GM PS either by upgrades to the pumps, building an EQ Basin and/or constructing a dual forcemain from the GM PS to the Carrier Creek Interceptor.

A final Basis of Design will be completed to document the selected recommendations prior to proceeding with the design. The tentative recommendations are:



- Obtain surveyed elevations of the upstream sewer from the GM Ultium facility as well as the influent sewer diameter, materials, and slope.
- GM Ultium 3 Battery Lift Station – Construct a new lift station at the GM Ultium 3 Battery plan. The lift station will include:
 - A submersible duplex pump station sized for average daily flow of 372 gpm and peak flow of 450 gpm.
 - Precast concrete wetwell.
 - Pump Station control panel will be located in a watertight enclosure mounted exterior to the wetwell and will include pump starters, instrumentation control and monitoring, and RTU for remote communication with Delta Townships existing SCADA system.
 - Provide wetwell level monitoring and back up float alarm.
 - A new manhole structure upstream of the station to house flow metering and sampling.
 - A natural gas backup generator.
- GM Ultium 3 Battery Forcemain – Construct roughly 6,600 feet of new forcemain from the Ultium 3 Battery Lift Station to the existing GM PS. A new manhole structure will be required upstream of the GM PS to discharge the forcemain. There will be one inflow into the GM PS.
- GM PS Forcemain – Construct roughly 3,350 feet of new dual forcemain for the GM PS discharge. The forcemain will flow north to Millet Highway (Hwy), east on Millet Hwy, under I-69/I-96 to Millet Hwy and Canal Rd. This includes reconstructing the receiving manhole. The forcemain will parallel the existing 10-inch forcemain at the GM PS.
- Replace gravity piping on site to accommodate the combining of the GM Ultium and Assembly Facility flows. Assume replacement of first section of pipe upstream of the GM PS wet well (approx. 30 feet) to reconfigure the sampling and metering of the Assembly Facility flow.
- Complete site work and restoration per client requirements.
- Provide electrical work to support the improvements. Items of work would include electrical service upgrades, compliance with NFPA 820, control panel, coordination with pump supplier for control panel or custom design control panel, and assess if current GM PS RTU has sufficient control points, or will it need to be updated for the larger station.

SCOPE OF SERVICE

The following is the scope of services that OHM proposes to provide to Delta Township. OHM has teamed with Tetra Tech to provide electrical and I&C engineering for the GM Ultium Lift Station. Tetra Tech's fees as a subconsultant to OHM are included in this proposal. Our scope of work includes completion of a Basis of Design, preliminary and final engineering design services, permit assistance, and bidding phase assistance.

Task 1: Project Management and Meetings

- a. A project kickoff meeting will be held with representatives of OHM, Tetra Tech, and Delta Township. The purpose of the meeting will be to review project goals, schedule, scope of work, Delta Township concerns, coordination with other parties, preferences and project team roles and responsibilities.
- b. Coordination meetings between OHM and Tetra Tech to discuss the design of the Ultium 8-inch forcemain, survey, soil borings, CAD files (Assuming 8 meetings)
- c. Coordination meetings with Delta Township to provide schedule updates, progress design meetings, GM updates, etc. (Assuming monthly meetings starting in May)



Task 2: Basis of Design

a. GM Ultium 3 Battery Lift Station

- i. Obtain final alignment of influent sewer and average day and peak flows
- ii. Identify ownership (GM v. Delta Twp) demarcation point with metering and sampling manhole.
- iii. Determine diameter and depth of wetwell.
- iv. Identify submersible duplex pumping system flow and head requirements and suitable equipment manufacturers
- v. Identify level and pump controls.
- vi. Identify electrical system requirements and backup generator requirements.
- vii. Identify remote monitoring requirements for communication with Delta Township's existing SCADA system.
- viii. Identify configuration of lift station, forcemain and appurtenances.

b. GM Ultium 3 Battery Forcemain

- i. Perform hydraulic analysis for up to three pipe materials, PVC C909, HDPE, and ductile iron. Establish pipe diameters and communicate requirements to Tetra Tech.
- ii. Coordinate location of demarcation on the GM pump station site with Tetra Tech's Ultium forcemain design.

c. GM Pump Station Dual Forcemain

- i. Identify material options, PVC C909, HDPE, and ductile iron, and associated pipe diameters.
- ii. Evaluate alternatives for the dual forcemain alignment.
- iii. Identify forcemain appurtenances (valves, air/vacuum relief, and maintenance access).
- iv. Identify location of demarcation on the GM pump station site

d. Common Basis of Design Tasks

- i. Coordinate with local/state agencies (i.e. Board of Water and Light, MDOT, Eaton County, and EGLE) on key issues that will impact their review of the Ultium pump station and GM pump station forcemain design.
- ii. Meet with Township to discuss the alternatives and recommendations.
- iii. Finalize the Basis of Design Report for the previously development in the study phase completed in early April by OHM.

Task 3: Preliminary Design

a. GM Ultium 3 Battery Lift Station

- i. Prepare a preliminary site plan for the pump station site to show layout of pump station and proposed exterior utility work.
- ii. Finalize pump curves
- iii. Prepare preliminary plans for structural, electrical, mechanical and controls components.
- iv. Prepare applications for new gas main and electrical service to serve the lift station.

b. GM Ultium 3 Battery Forcemain

- i. Finalize forcemain hydraulics based on the forcemain routing by Tetra Tech.

c. GM Pump Station dual Forcemain

- i. Review CAD files provided by Delta Township/GM
- ii. Coordinate with Tetra Tech design and CAD staff on plan and profile preparation for the water main and sanitary sewers.
- iii. Prepare preliminary plans and profile drawings for the dual forcemain

d. Common Preliminary Engineering Tasks

- i. Topographic survey performed by Geodetic Designs will be used to generate existing conditions and to prepare a CAD basemap of the survey area.
- ii. Request franchise utility information in the areas where the pump station and forcemain construction will be located and gather all known utility information to create base plans.



- iii. Research record drawings and other documents necessary to complete the survey effort.
- iv. A project walk-through will be completed to verify site conditions, topographic survey completeness and document any existing unique features or landscaping.
- v. Review geotechnical report and determine if any special measures will need to be taken to construct the proposed system improvements.
- vi. OHM will perform a half-day field reconnaissance to review field constraints related to the pump station and control panel, verify written information, obtain information related to bypass pumping and other possible construction related constraints. Photo images will be taken to document the existing conditions and to be used for demolition where existing documentation is lacking.
- vii. Prepare a preliminary opinion of probable construction costs for Delta Township's review.
- viii. Submit the preliminary design to agencies having jurisdiction for their review and comment, such as MDOT.
- ix. Submit preliminary design documents to Delta Township for review.

Task 4: Final Engineering Design

a. GM Ultium 3 Battery Lift Station

- i. Prepare construction plans for the GM Ultium 3 Battery Lift Station. This will include the construction of a new pump station at the GM Ultium 3 Battery Plant and roughly 50 feet of the 8-inch forcemain (a small portion of the outlet from the Lift Station and the inlet to the existing GM PS).
- ii. Coordinate with Delta Township for any equipment manufacturer preferences.
- iii. Meet gas and electric utility representatives on site to coordinate utility installation.
- iv. Prepare final design plans and specifications for the GM Ultium 3 Battery Lift Station including pumps, appurtenances, piping and valves, electrical components, backup generator, and any necessary notes, details, and sequencing required.

b. GM Ultium 3 Battery Forcemain Design

- i. Review Tetra Tech's forcemain for coordination with the Ultium Lift Station project and the Dual Forcemain project.

c. GM Pump Station Dual Forcemain

- i. Prepare construction plans for the dual forcemain from the GM PS. This will include the construction of a new 3,350 feet forcemain from the pump station to Millet Hwy and Canal Roads, temporary measures, and surface restoration.
- ii. Quantify pay items for the proposed work associated with the forcemain, including forcemain, appurtenances, removals, replacements, temporary measures, and restoration.
- iii. Develop a proposed "sequence of construction" including constraints to maintain flow of sanitary sewerage during construction and tie-in of the dual forcemain.
- iv. Prepare final design plans and specifications for the dual forcemain including appurtenances, piping and valves, electrical components, and any necessary notes, details, and sequencing required.
- v. Coordinate bidding packages of the dual forcemain with Tetra Tech's forcemain and water main bid package.

d. Common Preliminary Engineering Tasks

- i. Incorporate feedback from the Preliminary Design phase.
- ii. Prepare a Project Manual for the proposed work, consisting of Project Advertisement, Bidding Requirements and Forms, Contract Forms, Bid Sheet, General Conditions (EJCDC templates), Supplementary General Conditions, and Technical Specifications. Equipment and material specifications will be included on drawings where practical.
- iii. Prepare a design review package, including design drawings, project manual, and cost estimates. OHM will seek Delta Township's review and approval of the final design package



- prior to commencing permitting and bidding services. The design drawings for dual forcemain will be incorporated into one package with Tetra Tech. Tetra Tech will design the Ultium 3 Battery forcemain.
- vi. Prepare a soil erosion and sedimentation control plan to meet local permitting requirements.
 - vii. Attend a 'Plans-in-Hand' review meeting with Delta Township staff to review bidding documents prior to contractor plan pickup for final feedback and modifications.
 - viii. Prepare a final engineer's opinion of probable construction cost to Delta Township.
 - ix. Incorporate comments from the review meeting.

Task 5: Permit and Bidding Assistance

- a. Prepare pre-permit applications for review and feedback from local or State authorities having jurisdiction of the proposed construction. Payment of permit fees shall be by Delta Township or the selected contractor. Final permit submission and approval will be the responsibility of the selected contractor. Permit applications are anticipated to be:
 - i. Local building/electrical permits.
 - ii. MDOT permit for forcemain crossing under I-69/I-96
 - iii. EGLE Part 41 permit for sewer system construction.
 - iv. Eaton County for SESC.
 - v. Eaton County Road Commission for work and possible temporary traffic control in Millet Hwy and Canal Road.
 - vi. Board of Light and Water for electrical service to the Ultium Lift Station
 - vii. EGLE Wetlands Permit (Coordination with Tetra Tech for the Millet Hwy water main and dual force main alignment.)
- b. Attend one (1) pre-bid meeting, one (1) bid opening meeting, and one (1) Delta Township board meeting.
- c. Address contractor's requests for information during the bidding phase.
- d. OHM will administer the bidding process and provide Delta Township with a "Recommendation of Award" letter.
- e. Prepare and submit a bid tabulation to Delta Township.
- f. OHM will provide one (1) digital plan set and two (2) full plan sets to Delta Township once complete.

CLARIFICATIONS & ASSUMPTIONS

The above fee is based on the following assumptions:

- Geotechnical investigations are to be performed by SME and will be contracted by Delta Township or Tetra Tech. OHM will provide locations of where soil borings are needed for the GM Ultium 3 Battery Lift Station and GM PS dual forcemain. SME will provide detailed analysis and settlement calculations for the proposed directional drilling sections of the dual forcemain.
- Topographic survey will be completed by a separate consultant under a contract with Delta Township or Tetra Tech. Additionally, topographic survey is needed for the 10-inch forcemain from the existing GM PS to the Carrier Creek Interceptor. OHM will provide the locations needed for topographic survey.
 - Additional assumptions on topographic survey:
 - Coordinate system based on State Plane Coordinates NAD83 and NAVD88 vertical datum.
 - Right-of-way will be established based on the Public Land Survey System corners, boundary markers, and parcel descriptions.
 - Collect existing features visible without excavation and ground elevations at 50 ft. intervals along the limits of the survey (i.e. driveways, culverts, utility poles)
 - Public underground utilities will be shown based on record drawings.



- If the sizing calculations performed during the Basis of Design indicate the need for a deeper structure, the structural design required for that would be done under an additional negotiated fee.
- Forcemain will be installed by means of open trench and directional drill construction including crossings under Eaton County and MDOT roadways. Construction methods and design for jack and bore with steel casing pipe or micro-tunneling is not included.
- Forcemain is assumed to be placed within an existing easements or public right of way.
- Boundary survey, title work/research, obtaining title documents, easement document preparation, or easement acquisitions are not required for this project.
- Delta Township will obtain any necessary easements for the work. OHM can assist with easement document preparation at an estimated cost of \$900 - \$1,200, each.
- Construction phase services such as, but not limited to, preconstruction meeting, notice to proceed, progress meetings, construction management, construction engineering, construction administration, construction observation, and construction layout are not provided herein. OHM can provide a proposal for these services at Delta Township's request.
- This proposal does not include any fees associated with plan review and permitting by agencies having jurisdiction.
- This proposal does not include services related to any road design, drainage study, drainage design, drain improvements, or environmental impact statement.
- This proposal does not include wetland delineation, mitigation or permitting. GM design team will complete the wetland delineation in the Ultium 3 property.
- This proposal does not include administration of grants or loans.
- OHM will be pleased to provide any additional services for this project not specifically described in the scope of work on a time and material basis (Hourly Rate Schedule attached).

DELIVERABLES

OHM will provide Delta Township with a Basis of Design Report, preliminary plans, detailed construction plans and specifications, construction contract documents, and a final engineer's opinion of probable construction costs. Paper and electronic copies will be provided. We will also produce a bid tabulation and Letter of Recommendation after evaluation of the bidding contractors has occurred.

SCHEDULE

OHM Advisors intends to start work immediately after the approval of the proposal. The schedule for the GM Ultium 3 Battery Lift Station and GM PS dual forcemain is as following:

Final Design	End of August 2022
Advertisement and Bidding	September 2022
Award	October 2022

OHM Advisors should be notified immediately of any deadline changes in order to satisfy Delta Township's needs, as significant changes in the final project schedule could affect total cost.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services on a Time and Materials basis for a total of \$235,000 for Task 1 through 5. Services for engineering design will be performed on an hourly basis. The following budgets are presented for your consideration:

SCOPE OF SERVICES	FEE
Task 1: Project Management and Meetings	\$25,000
Task 2: Basis of Design	\$20,000



Task 3: Preliminary Design	\$60,000
Task 4: Final Engineering	\$75,000
Task 5: Permit and Bidding Phase Services	\$20,000
<i>Sub-Consultant-Tetra Tech</i>	\$35,000
TOTAL OHM FEE	\$235,000
As-Needed Services (only as directed by Township)	\$25,000

Tetra Tech will be a sub-consultant to OHM on the electrical and I&C for the GM Ultium 3 Battery Plant Lift Station. The additional services allowance is not included in the total and will only be used when directed by the Township.

BASIS OF PAYMENT

OHM will invoice Delta Township monthly and include a summary of staff hours and associated hourly rates.

Should you find this proposal acceptable, please execute the proposal at the bottom of this page and return one copy to my attention. We appreciate this opportunity and look forward to continuing to provide professional services to Delta Township on this important project. If you have any questions, please do not hesitate to contact me at 734-522-6711.

Sincerely,
OHM Advisors

Robert Czachorski, P.E.
Principal

Jennifer Drinan, P.E.
Senior Project Manager

Encl: Standard Terms and Conditions
2022 Hourly Rate Schedule



DELTA TOWNSHIP AUTHORITY
GM Ultium 3 Battery Lift Station and GM PS Forcemain

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form. -Incorporated by reference is are the RFP, and OHM's Proposal.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS: a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement. b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required and specifically requested in writing by OHM ADVISORS to perform the services under this Agreement. c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be

required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date Owner's receipt of the invoice, except and to the extent disputed by the Owner in good faith. If payment is not made within thirty days of the due date, the amount due to OHM ADVISORS shall include a charge at the rate of 5% per annum per MCL 438.31 one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and

STANDARD TERMS and CONDITIONS

~~subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.~~

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings,

specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services. Without eliminating or reducing the Owner's right to ownership of the instruments of professional services, the Owner shall have an irrevocable, nonexclusive right to use and reproduce the instruments of professional service upon execution of this Agreement.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services properly rendered and all costs actually incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount due shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to the Owner, suspend its services until payment in full for all services and expenses due is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM

STANDARD TERMS and CONDITIONS

ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost. OHM Advisors acknowledges that it is bound by the 'not to exceed' cost for the scope of services provided as stated in our proposal to the Owner.

the parties mutually agree otherwise.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless



OHM ADVISORS 2022 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$188.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$170.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$155.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$145.00
Project Specialist II	\$160.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$140.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$138.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$115.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$105.00
Technician IV	\$143.00
Technician III	\$125.00
Technician II	\$108.00
Technician I	\$87.00
Engineering / Architectural / Interior Design Aide	\$70.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$120.00
Surveyor III	\$120.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$144.00
Planner II	\$120.00
Planner I	\$105.00
Planner Aide	\$70.00
Graphic Designer	\$110.00
Administrative Support	\$80.00
Clerical Aide	\$68.00
Principal	\$215.00
Sr. Associate	\$198.00
Associate	\$187.00

Rates as reflected subject to review and adjustment on an annual basis.
2022 Public Rates 21 -1122



April 25, 2022

Mr. Ernest (Ernie) A. West, P.E.
Township Engineer
Delta Charter Township
7710 W. Saginaw Hwy
Lansing, MI 48917

**Re: GM Ultium Battery Facility – Water Main Design
Agreement for Design Phase Services**

Dear Mr. West:

Delta Township is embarking on a major economic development with the proposed GM Ultium Battery Facility in the southwest portion of the Township. GM plans to construct a battery facility near their existing assembly plant. The Township and GM have discussed the extensions of municipal utilities to the site and engaged consultants to provide studies of the necessary water and sanitary sewer improvements to serve the new plant. Tetra Tech is pleased to present the attached agreement for professional services for the design, permitting, and bidding of the water main improvements outlined in the April study prepared for the Township.

This agreement includes the transmission main from the Millet Tank to the proposed facility along with the extension to the existing GM Booster station and the I-96 crossing at Mount Hope. In addition, the water main plans will include the sanitary sewer force main running parallel to the water main from the GM Booster station to the battery facility. OHM will provide design calculations, basis of design, and any special details for the sanitary sewer improvements being presented on the water main plan and profiles drawings.

The attached agreement includes a sub consultant fee for geotechnical exploration and analysis from SME.

Please note that the design of the improvements to the GM Booster Station and the proposed automation of valves at the Millet Tank will be included in a separate amendment to this agreement. The intent is to concentrate on extending water and sanitary sewer service to the facility as quickly as possible to meet GM's desired schedule.

The agreement is presented for your review and action by the Township Board. If you have any questions or need additional information regarding the scope of improvements, please let us know. We appreciate the continuing opportunity to be a part of the team on this important development in Delta Township.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary Markstrom', written over a white background.

Gary J. Markstrom, P.E.
Unit Vice President

Tetra Tech, Inc.
Professional Services Agreement for Engineering Services

This Agreement is made and becomes effective this 2nd day of May 2022, between **Delta Charter Township, Michigan** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with a Project described as **GM Ultium Battery Facility Water System Improvements Project** and as further described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Delta Charter Township
7710 West Saginaw Highway
Lansing, Michigan 48917

Tetra Tech, Inc.
3497 Coolidge Road
East Lansing, Michigan 48823
517.316.3932

By _____
Client's Authorized Signature

Brian Reed,
Township Manager

By _____
Consultant's Authorized Signature

Gary Markstrom, P.E.
Vice President

Professional Services Agreement Attachment A – Project Requirements

CLIENT: Delta Charter Township, Michigan

PROJECT DESCRIPTION

GM Ultium Battery Facility Water System Improvements

BACKGROUND

General Motors (GM) is proposing to construct a new battery facility in Delta Township and will be served with municipal water from Delta Township. The proposed battery facility will be located west and south of the existing Delta GM Assembly Plant on the southwest corner of Delta Township's water distribution system. Recently completed hydraulic modeling indicates that transmission main and pumping system improvements will need to be made to provide a reliable domestic and fire service to the proposed facility. The modeling study indicated that approximately 8,500 LF of 16-inch water main is needed to extend the distribution system from the Millett Road tank to the new facility. In addition, a 20-inch extension of the Mount Hope water main crossing I-96 is needed to supply the Millet tank. Lastly, a new discharge main and pump improvements to the GM Booster station will be required to expand the existing station while maintaining reliable water service to existing customers. The proposed system improvements are described in detail in the April 14, 2022, GM Ultium Battery Facility Water Supply Analysis technical memorandum prepared by Tetra Tech.

SCOPE OF SERVICES

Task I: Design Phase Services

Design phase services for Task 1 include the following system improvements as described further in the April 14, 2022, GM Ultium Battery Facility Water Supply Analysis technical memorandum prepared by Tetra Tech:

- 16-inch water main from Millet Tank to proposed battery facility pump house (8,500 LF) The plan and profile along this route will include the sanitary sewer force main. Design of the FM is by others.
- 20-inch water main along Mt Hope, crossing I-96 (900 LF)
- 16-inch water main from GM Booster Station to Millet Tank (700 LF)
- Valve additions at Millett Tank to isolate suction and discharge piping (automation of valves to be included in a separate authorization)

Notes and Assumptions:

1. Design phase service for the improvements to the GM Booster Station as well as the automation additions to the valves at the Millet Tank will be included in a separate proposal.
2. The Mount Hope water main improvements will be included in a separate bid package. It is anticipated that this crossing will be included with the Millet Road sanitary sewer force main crossing being designed by others.
3. Easement descriptions and drawings will not be needed.

Consultant will complete the following tasks during the design phase:

1. Project Progress/Review Meetings and Coordination

- a. Schedule, attend and document a project kick-off meeting and four (4) design review meetings with the Client project team. Design review meetings will be conducted to review the conceptual design, 30 percent design submittal, 60 percent design submittal, and 90 percent design submittal. Meeting minutes will be prepared and submitted to Client for review, and superseded by submittal of the final minutes if corrections are required.
- b. Attendance at a Delta Township Board of Trustees meeting to assist Township Staff with presentation of project update. The meeting will be attended by our Client Representative, Gary Markstrom.

2. Preliminary Design

- a. Client to provide consultant with topographic survey and property/easement lines along the project route.
- b. Existing utility location information will be provided by the Client's surveying consultant. Tetra Tech will follow with a desktop evaluation to confirm additional utilities. We will arrange and attend

- an on-site meeting with utility service providers to confirm risks and discuss provisions for avoiding, relocating, or special design requirements to minimize impact to utilities.
- c. Engage a geotechnical engineering consultant to identify and obtain necessary soil borings, soil probes (muck probes) and geotechnical analysis required to design the water and sanitary sewer improvements.
 - d. Based on the wetlands delineation provided by others, prepare an alignment for the proposed water and sanitary sewer force main to minimize impacts to existing environmental systems. Wetland permitting is not included in this scope of services.
 - e. Identify and evaluate water main alignment alternatives. Consultant will evaluate alternatives and document findings and recommendations in a Preliminary Design Memorandum.
 - f. Develop cost opinions for the water main alignment alternatives. A cost opinion will be provided with the 30 percent design submittal.
 - g. Coordinate with MDOT, Consumers Energy, ECRC, and ECDC for impacts along the selected water main route. We will invite MDOT, Consumers Energy and Eaton County agencies to attend the on-site utilities coordination meeting and will confirm the project design criteria with the County prior to preparing formal review documents and permit applications. We will prepare and submit MDOT and Eaton County permit applications with supporting exhibits to Client. Client will submit permit applications with applicable fees to the permitting agencies.
 - h. Prepare preliminary design drawings for the selected alternative. Plan drawings will be provided with the 30 percent design submittal.
 - i. Coordinate drawings with OHM for the design criteria of the sanitary sewer force main improvements. The force main improvements will be presented on the water main plans and permitted and bid as part of the water main project. OHM to provide basis of design, sizing, materials and design details to Tetra Tech for the force main. OHM to provide QAQC of the sanitary sewer force main preliminary documents.

3. Final Design

- a. Develop final design drawings, specifications and cost opinion for the selected pipeline route.
 - i. The 60 percent design submittal will include site removal drawings, plan and profile drawings, details of drain or utility crossings, key technical specifications, and cost opinion.
 - ii. The 90 percent design submittal will include a complete set of drawings, technical specifications, draft front end documents, and cost opinion.
 - iii. Bidding documents will be updated based on review of the 90 percent submittal by Client, Eaton County and EGLE.
- b. Develop traffic control plan for affected public roads. The traffic control plan will be included with the 90 percent design submittal.
- c. Obtain Delta Township, MDOT, ECRC and ECDC approvals of final plans and specifications.
- d. Prepare and submit plans to MDOT for the I-96 crossing at Mount Hope.
- e. Coordinate final drawings and specifications with OHM for the sanitary sewer force main improvements. OHM to provide QAQC of the sanitary sewer force main final documents
- f. Prepare and submit EGLE permit submittals for water main and sanitary sewer force main construction. We will prepare and submit permit applications with supporting exhibits to Client. Client will submit permit applications with applicable fees to the EGLE.

Task II: Bidding Phase Services

Consultant will complete the following tasks during the bidding phase: It is anticipated that the Mount Hope crossing will be a separate bid package.

1. Provide electronic files of bidding documents in PDF format. Draft Front End Documents will be submitted in Microsoft Word format, for final use by the Township in preparation of the Bid Advertisement. We have assumed that the Township will distribute bid documents. Sealed full-sized hard copy drawings and specifications will be submitted with permit applications, as required by the respective AHJs. Final bidding drawings will be submitted in AutoCAD Civil 3D 2018-2019 and PDF format.
2. Conduct pre-bid meeting.
3. Attend bid opening.
4. Respond to bidder inquiries and develop addenda as required. Consultant will respond to bidder questions, prepare addenda language and drawing revisions as required and submit to Client for final formatting and submittal to prospective bidders.

5. Evaluate bids and conduct bidder interviews as necessary. Project Manager, Gary Markstrom, will attend up to two (2) bidder interviews.
6. Prepare award recommendation letter and supporting documents for use by the Township staff for Board approval.

Task III: Construction Phase Services (Not included in this authorization)

Project Schedule

The following schedule is anticipated for the project.

Tasks	Date
Project Authorization	May 2, 2022
Preliminary Design	July 15, 2022
Final Design	September 1, 2022
Contractor Award	October 2022
Pre-construction Meeting	October 2022
Substantial Completion	May 2023
Final Completion	June 2023

Method of Compensation

Standard Rates Compensation for these services will be based on Consultant staff efforts, times their standard billing rate, plus subcontracted services times 10%, plus reimbursable expense times 10%, not to exceed \$278,000 without prior written authorization, as detailed below. Individual task costs may be re-allocated between tasks as the project proceeds. Standard rates are subject to change at Consultant’s sole discretion.

TASK	FEE
Task I Design Phase Services	\$203,300
Geotechnical Subconsultant	\$58,700
Task II Bidding Phase Services	\$16,000
Total Not-to-Exceed Cost, Tasks I through II	\$278,000.00

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 60 days shall accrue interest at the rate of 7 percent per annum per MCL 438.31. Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree, in writing and authorized by each party.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Client shall receive a copy of all materials produced on its behalf by Consultant. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its

representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence, or any of Consultant's subconsultants and/or subcontractors.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding undisputed invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding undisputed invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant. Consultant is solely responsible for all salary, benefits, other compensation, and payments related to its employees and subcontractors

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation, after the express written agreement from the Client, which shall not be unreasonably withheld, where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Building Department 2021 Year End Report



[Back to Agenda](#)

PRINCIPLE RESPONSIBILITIES OF THE BUILDING DEPARTMENT

- Oversight and approval of pre-construction plan review documents.
- Manages the permitting process for all property types, including residential, commercial, and industrial.
- Development and distribution of all permit type applications.
- Administration of all building and related trades, permit activity – inclusive of consultation, review, and on-site inspections.
- Site-Inspections for compliance for all permit activity – inclusive of several inspections during a typical construction process.
- Site-Inspections for all code enforcement activity – inclusive of an initial inspection to cite a violation, and a follow-up visit to validate compliance.
- Administration of the follow up on expired permits.
- Administration of a wide variety of Township ordinances including, signs, noise, blight, rental registration, rental inspection, sidewalk installation, and sewer.
- Assist architects, engineers, code officials, and homeowners with construction related questions.
- Prepares and distributes brochures and other public information on permit requirements.

BUILDING DEPARTMENT STAFF

- **Office Support**

- Taylor Lilly - Administrative Assistant (2021)

- **Inspectors:**

- Nate Foltz - Plumbing Inspector (2014)
- Rick Kinsman - Electrical Inspector (2006)
- Adam Detwiler - Mechanical Inspector (2022)

- **Code Enforcement Staff**

- Kelly Figueiredo - Code Enforcement Officer (1995)
- Sean Haskin - Code Enforcement/Rental Inspector (2021)

- **Building Department Director**

- Matt Leach - Building Inspector (2003)

ALL PERMITS ISSUED BY TYPE - 2,699

All Permits Issued by Type Delta Charter Township - 2021

Permit Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Issued
Building	19	22	36	37	35	28	22	32	29	53	20	24	357
Electrical	46	30	56	40	48	45	61	51	51	60	59	45	592
Mechanical	67	55	73	59	68	97	97	82	79	68	77	72	894
Plumbing	31	29	29	41	29	34	28	31	27	50	37	21	387
Roof Permit	7	17	36	33	38	38	18	52	40	21	13	15	328
Sewer	5	5	3	11	6	5	2	9	2	2	1	1	52
Sidewalk	0	1	0	2	4	7	0	4	4	2	0	0	24
Sign	3	2	2	3	4	4	4	9	2	12	5	12	62
Sign Variance	0	0	0	0	0	0	0	2	0	0	0	0	2
STFU (Food Trucks)	0	0	0	0	0	0	0	1	0	0	0	0	1
TOTALS:	178	161	235	226	232	258	232	273	234	268	212	190	2699

2018- 2,779
2019- 2,544
2020- 2,167

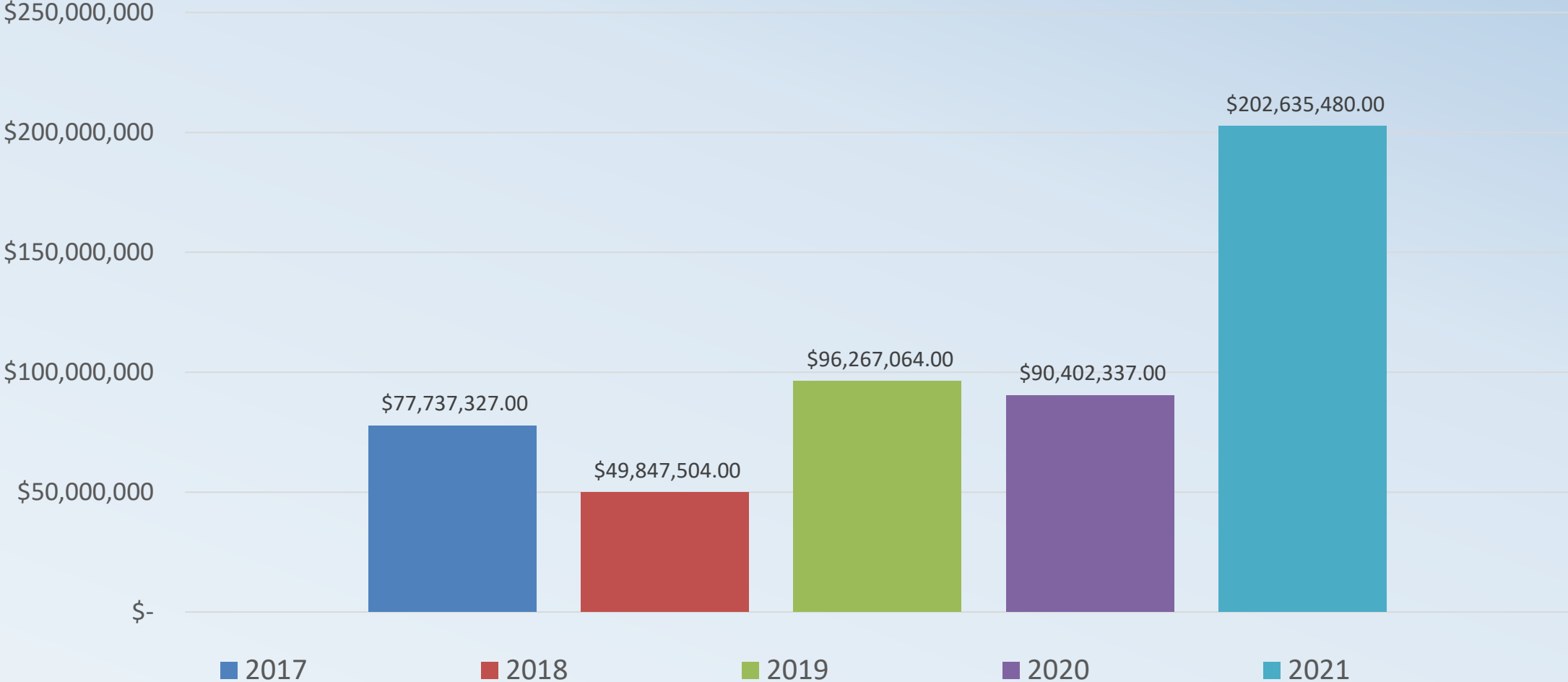
BUILDING PERMITS BY CONSTRUCTION TYPE

2021 Building Permits by TYPE of Construction		
Type	Number of Permits Issued	Value of Permits Issued
Appliance	1	180,000.00
Basement Remodel	74	1,208,238.00
Commercial Addition/ Remodel	51	66,551,390.00
Condominiums	0	0.00
Decks*	51	55,000.00
Demo's*	8	0.00
Fences*	4	0.00
Garages/Pole Barns/Accessory	25	574,126.00
Multi- Family	0	0.00
New Commercial	11	15,675,000.00
New Industrial	1	100,000,000.00
Other	0	0.00
Premanufacture Home*	0	0.00
Premanufacture Steel*	0	0.00
Reroof Permits*	334	2,618,730.00
Residential Remodel	65	2,852,104.00
New Homes	41	12,884,678.00
Pools*	19	36,214.00
Total	685	202,635,480.00

*construction valued not entered for most permits

BUILDING PERMIT VALUES OF CONSTRUCTION YEARLY COMPARISON

Value of Permits Issued*
For tracked value projects



COMPARISON OF BUILDING PERMITS

BUILDING PERMITS ISSUED - MONTHLY COMPARISON

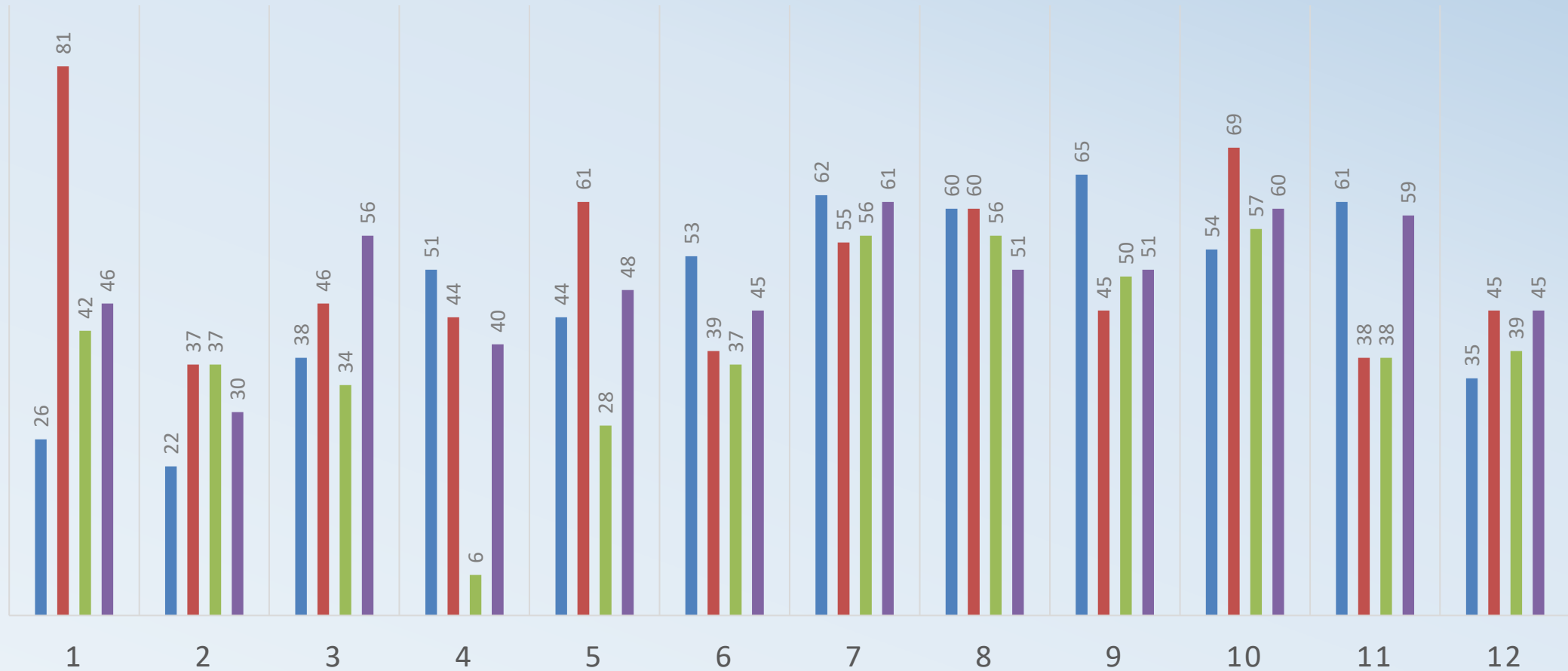
■ Building 2018 ■ Building 2019 ■ Building 2020 ■ Building 2021



COMPARISON OF ELECTRICAL PERMITS

ELECTRICAL PERMITS ISSUED - MONTHLY COMPARISON

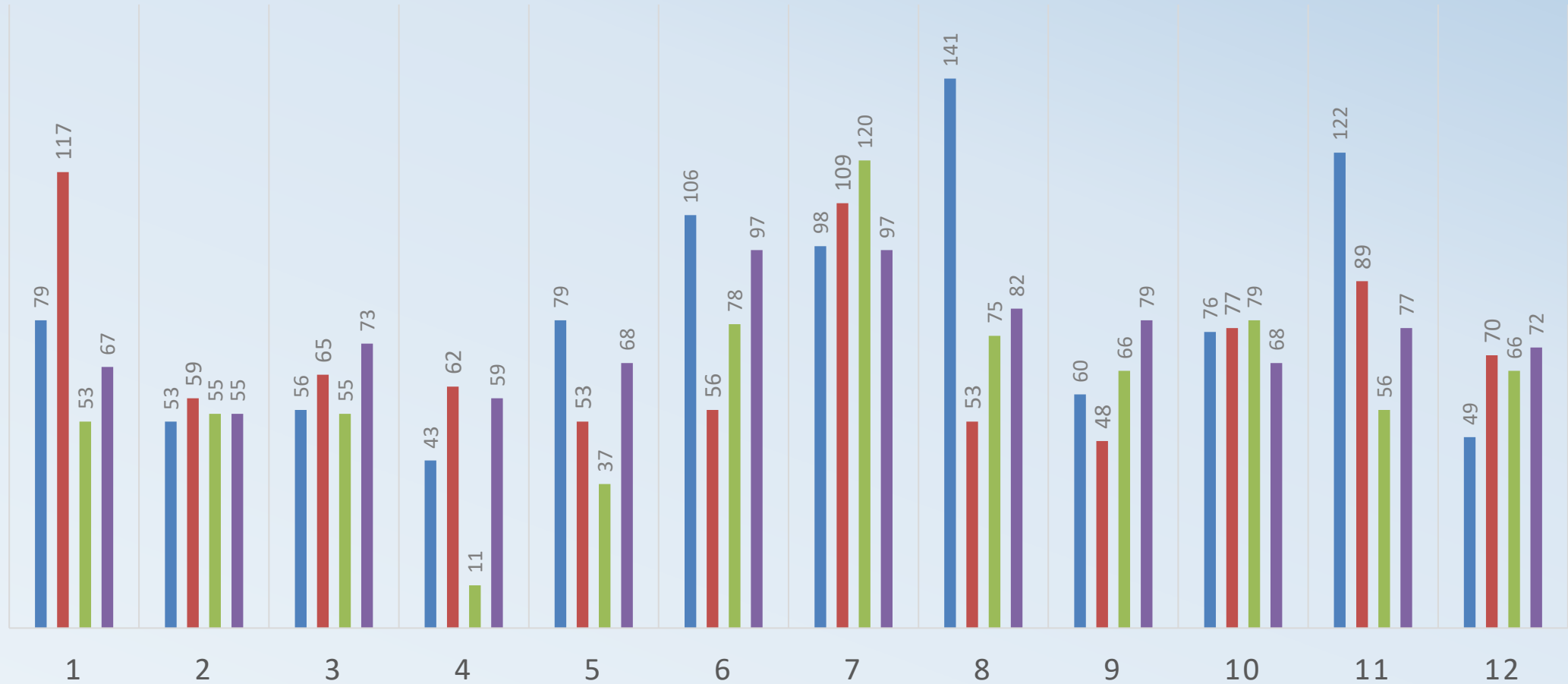
■ Electrical 2018 ■ Electrical 2019 ■ Electrical 2020 ■ Electrical 2021



COMPARISON OF MECHANICAL PERMITS

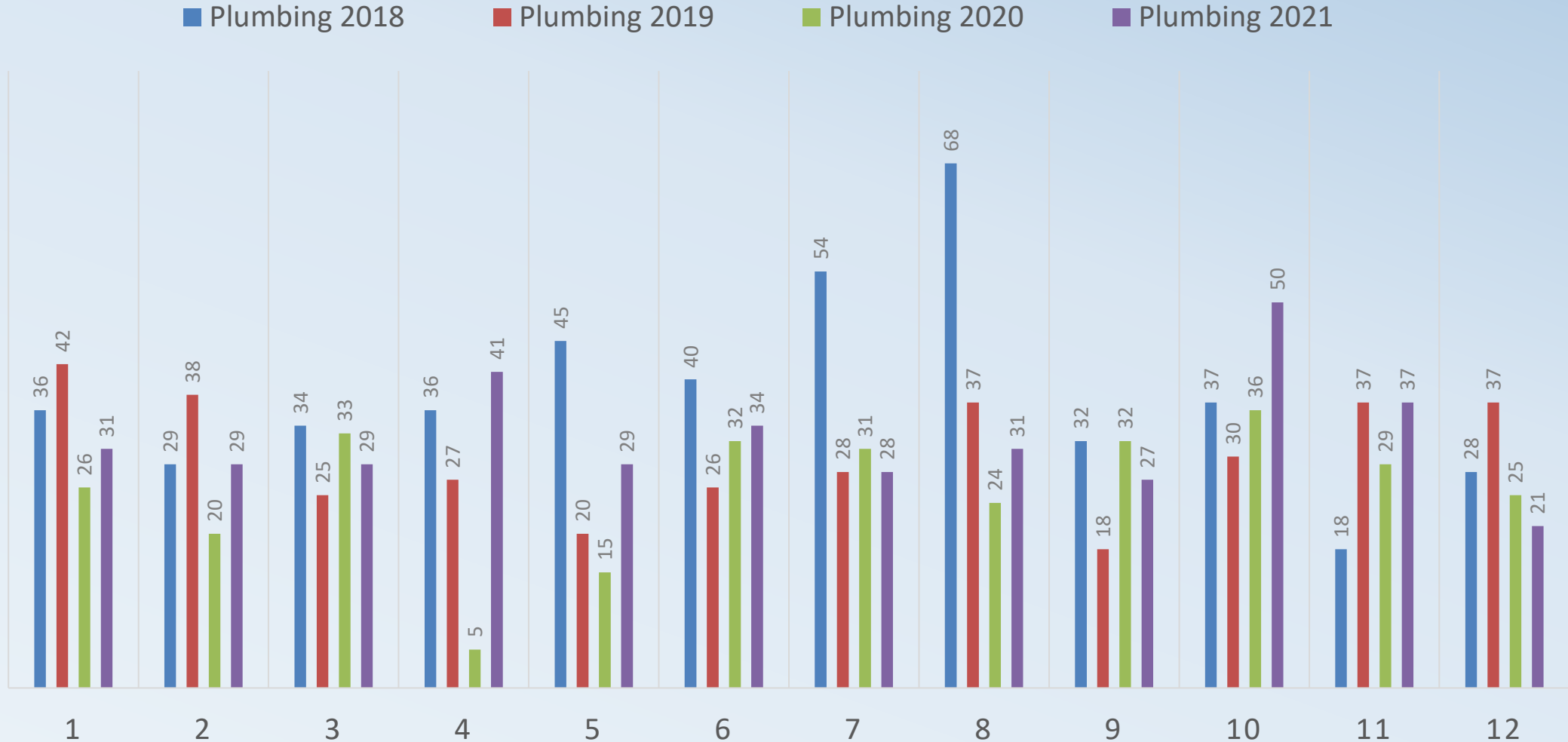
MECHANICAL PERMITS ISSUED - MONTHLY COMPARISON

■ Mechanical 2018 ■ Mechanical 2019 ■ Mechanical 2020 ■ Mechanical 2021



COMPARISON OF PLUMBING PERMITS

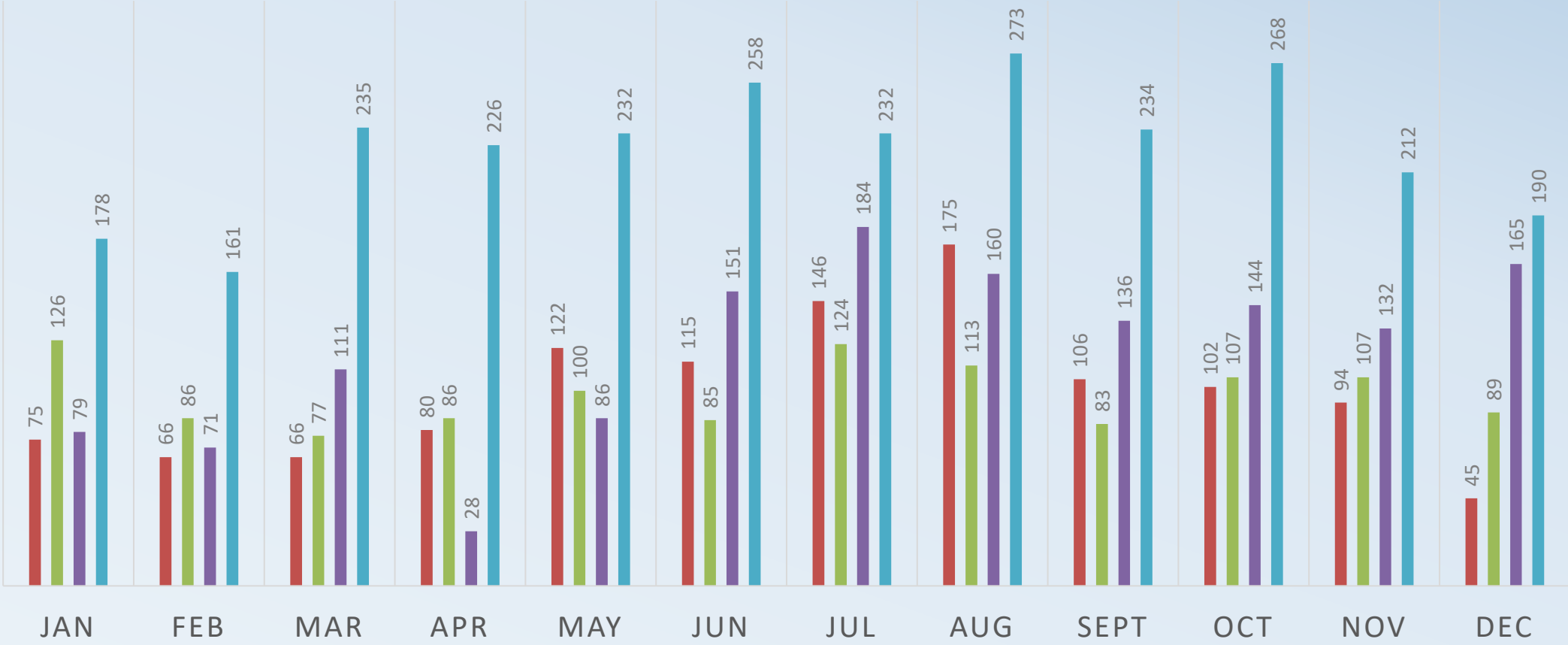
PLUMBING PERMITS ISSUED - MONTHLY COMPARISON



ONLINE REQUESTS FOR PERMITS

PERMIT APPLICATIONS SUBMITTED ONLINE

2018 2019 2020 2021



ANNUAL FEES COLLECTED FOR PERMITS

Permit Fees by Trade - Multi Year Comparison				
	thru 12-31-18	thru 12-31-19	thru 12-31-20	thru 12-31-21
	2018	2019	2020	2021
Building	\$ 383,720	\$ 757,496	\$ 327,067	\$ 1,000,875
Electrical	\$ 124,889	\$ 163,886	\$ 101,007	\$ 169,957
Mechanical	\$ 132,332	\$ 129,996	\$ 105,124	\$ 134,417
Plumbing	\$ 81,515	\$ 54,605	\$ 44,055	\$ 63,440
Sewer	\$ 5,510	\$ 5,765	\$ 5,610	\$ 5,635
Sign	\$ 4,795	\$ 3,870	\$ 3,770	\$ 4,090
Total	\$ 732,761	\$ 1,115,618	\$ 586,633	\$ 1,378,414
*General Ledger-->Reports-->General Ledger Reports-->Revenue & Expenditure Reports				

COMPARISON OF TRADE INSPECTIONS COMPLETED

Inspector	2021 Totals
Building - Matt	1396
Electrical - Rick	1511
Mech/Plumb - Nate	1282
Sean	734
Kelly	657
	5580

PREVIOUS COMPARISONS OF TRADE INSPECTIONS COMPLETED

Inspector	2020 Totals	2019 Total	2018 Total
Building - Matt	1064	1363	1499
Electrical - Dave	815	1097	1326
Mech/Plumb - Nate	1267	1615	1668
Rick	736	648	787
Kelly	507	449	491
Wayne	0	284	0
	4389	5172	5771

EXAMPLES OF NEW PROJECTS

Delta Crossings



EXAMPLES OF NEW PROJECTS Delta Crossings



EXAMPLES OF PROJECTS



EXAMPLES OF REMODEL PROJECTS

Frangie Elmwood Plaza



EXAMPLES OF PROJECTS

Meijer Gas Station



ADDITIONAL DEPARTMENTAL DUTIES

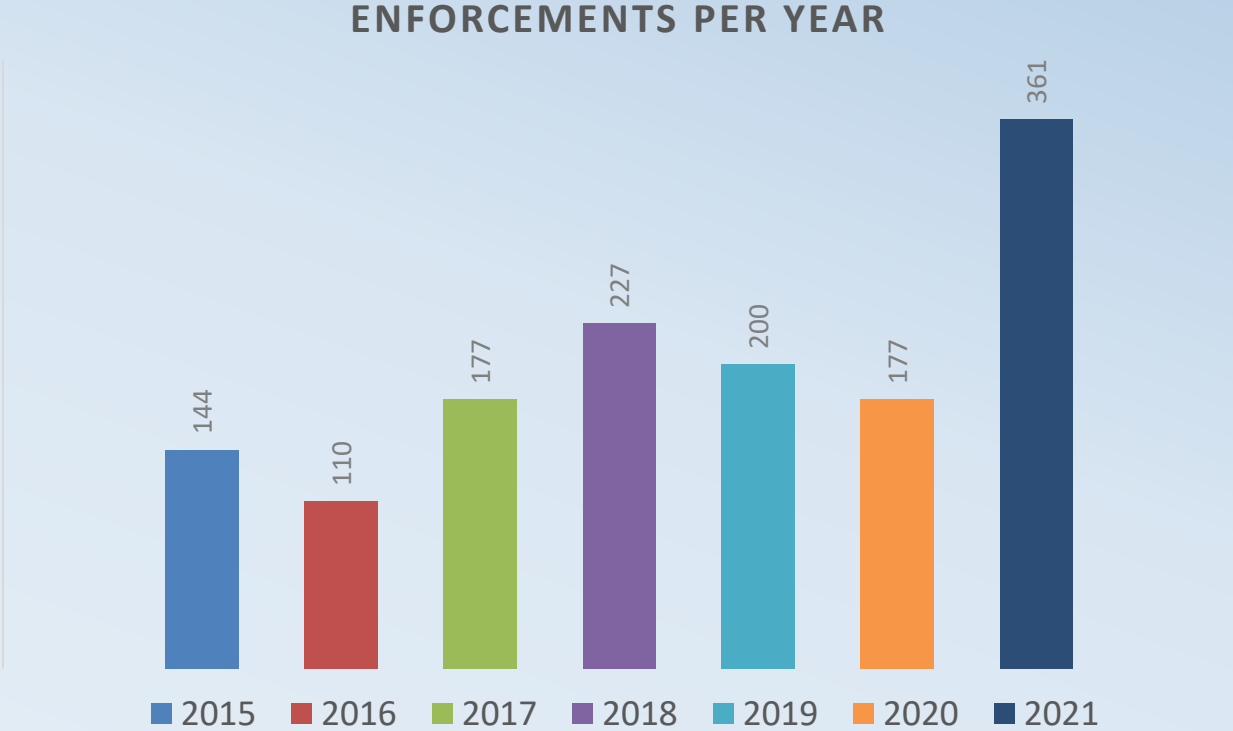
- Rental Program
- Blight Enforcement
- Sign Ordinance



RENTAL PROGRAM & CODE ENFORCEMENT

Rental Units in Program	
2021	6,352
2020	6,650
2019	6,671
2018	6,708
2017	6,534
2016	6,550
2015	6,728
2014	6,985
2013	6,887
2012	6,630
2011	6,616

Includes: Apartments, single family homes, duplexes and hotels



ENFORCEMENTS – MAGISTRATE HEARINGS

Court Hearings:

- 15 (10 in January & 5 in November)
- Ideally, we would be having 5 per month.
- Prompt court hearings remain a problem and staff will meet with the attorney/court to Eaton County does.
- We will continue to push forward working with the court and attorney for a better system.



What we are seeing since COVID started:

- Increase in uncooperativeness from tenants and landlords.
- Increase in vacant and abandoned properties.
- A lot of time is being spent rescheduling no-shows, chasing payments, multiple re-inspections.
- Violations have increased (seems to be a shortage of maintenance staff).
- There seems to also be an increase in anti-government and a “don’t care” sentiment.

Code Enforcement Committee:

- Staff is reviewing current ordinances and procedures, researching other communities and intends to put together an updated Code Enforcement Manual.
- Staff has identified 20+ problem properties with multi-ordinance/ department issues.
- Steps continue to improve the usage of the BSA database and tracking methods.

CODE ENFORCEMENT BLIGHT INSPECTIONS



1626 Marcy Road

- Court order received November 17, 2021.
- In the process of demolition.



6508 W St. Joe

- #1 complaint. 4 court orders have been issued.
- Township has cleaned it up, for it to return immediately.
- This property will be turned over to the attorney to seek permanent relief.

CODE ENFORCEMENT BLIGHT INSPECTIONS – BEFORE & AFTER



6508 W St. Joe Hwy

CODE ENFORCEMENT BLIGHT INSPECTIONS – BEFORE & AFTER



1520 Blue Ridge Dr.



2021 Annual Report



Delta Township Fire Department Mission Statement



“The mission of the Delta Township Fire Department is to protect and enhance the quality of life through comprehensive services directed toward public education, prevention, and control in the areas of fire, rescue, medical emergencies, hazardous materials incidents, and disasters.

We commit to delivering these services with the highest standard of professionalism, integrity, and accountability.”

Contents

- Fire/EMS Division
- Fire Prevention
- Training
- Emergency Management
- Department Accomplishments
- Future Goals





Fire/EMS Division

2021 Annual Report

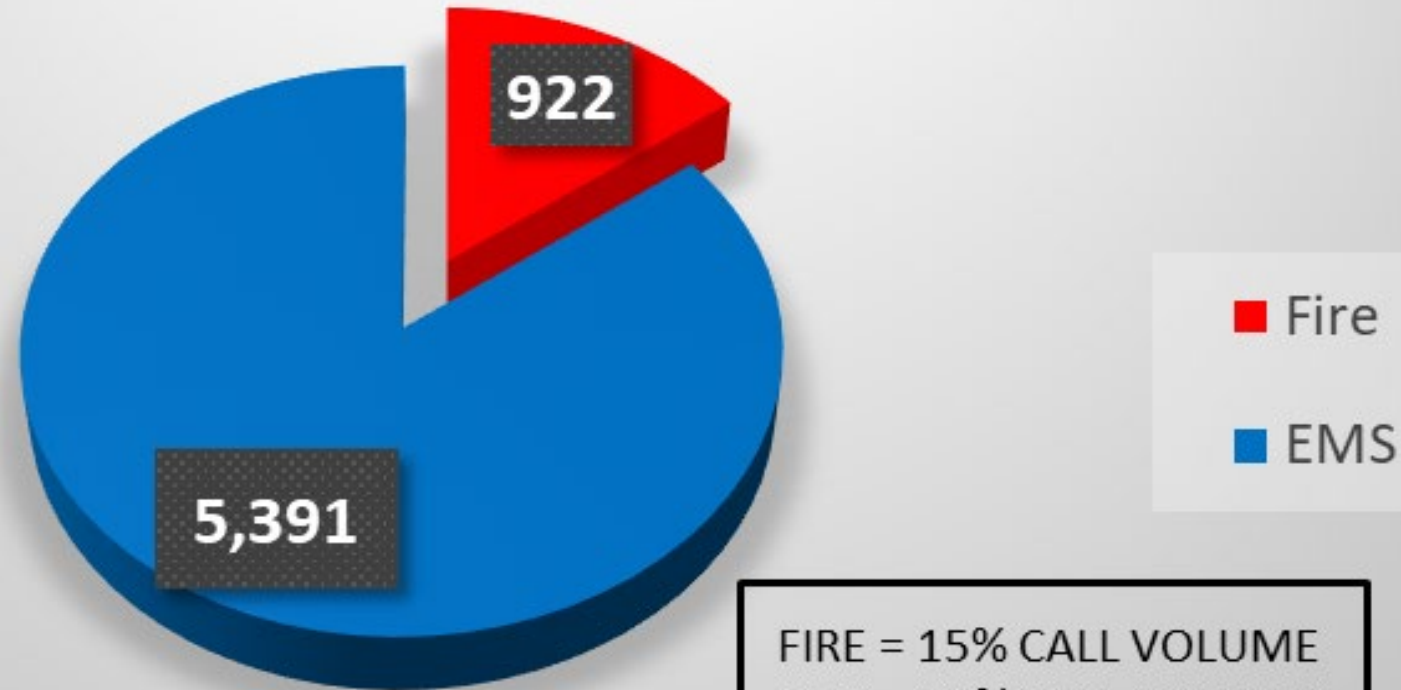
Fire/EMS Division - ECCCD

2021-EMS		
Agency	Year To Date	
	Calls	%/Total
Benton Twp. EMS	1,066	6.4%
Delta Twp. EMS	5,589	34.5%
Eaton Area EMS	5,974	37.7%
Grand Ledge EMS	1,970	11.7%
Vermontville EMS	192	1.2%
Windsor Twp. EMS	1,204	6.9%
Outside Agencies*	323	1.6%
Total EMS Calls	16,318	100%

2021-FIRE		
Agency	Year To Date	
	Calls	%/Total
Bellevue Fire	324	4.1%
Benton Twp Fire	308	3.2%
Charlotte Fire	1,073	12.0%
Delta Fire	3,000	36.6%
Eaton Rapids City	738	8.2%
Eaton Rapids Twp.	748	8.4%
Grand Ledge Fire	673	8.2%
Hamlin Twp Fire	194	2.7%
Olivet Fire	270	3.6%
Roxand Twp. Fire	158	2.5%
Sunfield Fire	287	3.3%
Vermontville Fire	179	2.0%
Windsor Fire	398	4.3%
Outside Agencies*	116	1.0%
Total Fire Calls	8,466	100.0%

2021 Annual Report Fire/EMS Division

2021 Calls for Service 6,313



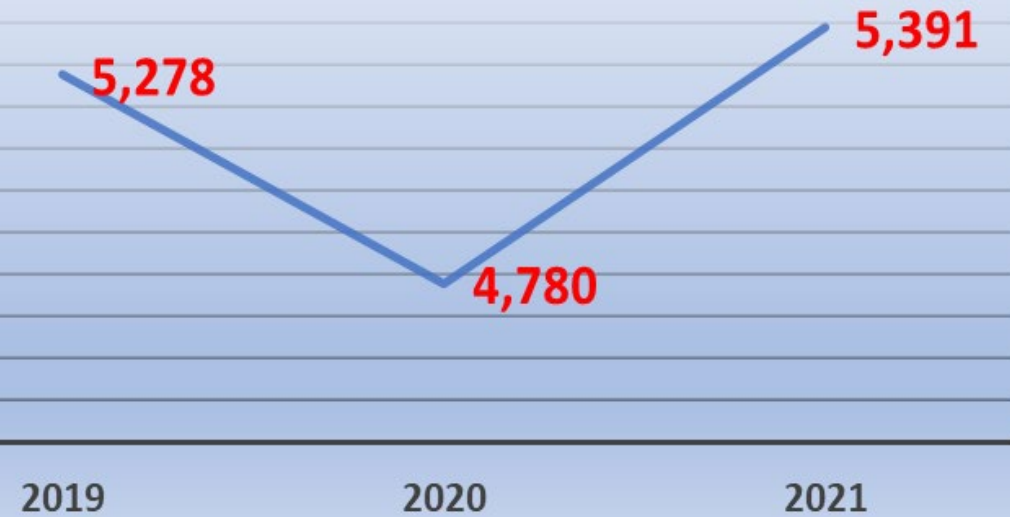
FIRE = 15% CALL VOLUME
EMS = 85% CALL VOLUME

3 -Year Comparison

FIRE INCIDENTS
25.6% Increase



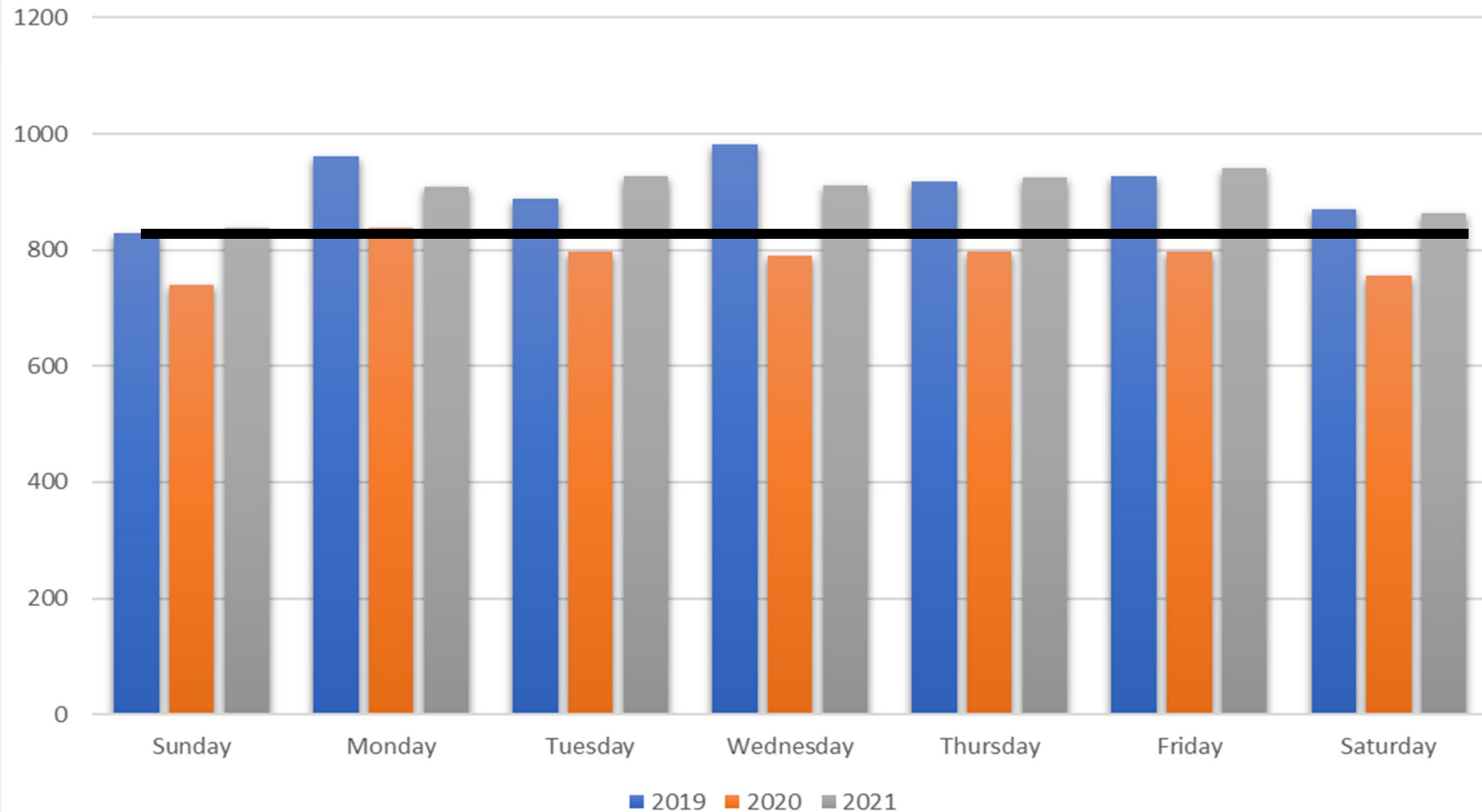
EMS INCIDENTS
12.78% Increase



2021 Annual Report

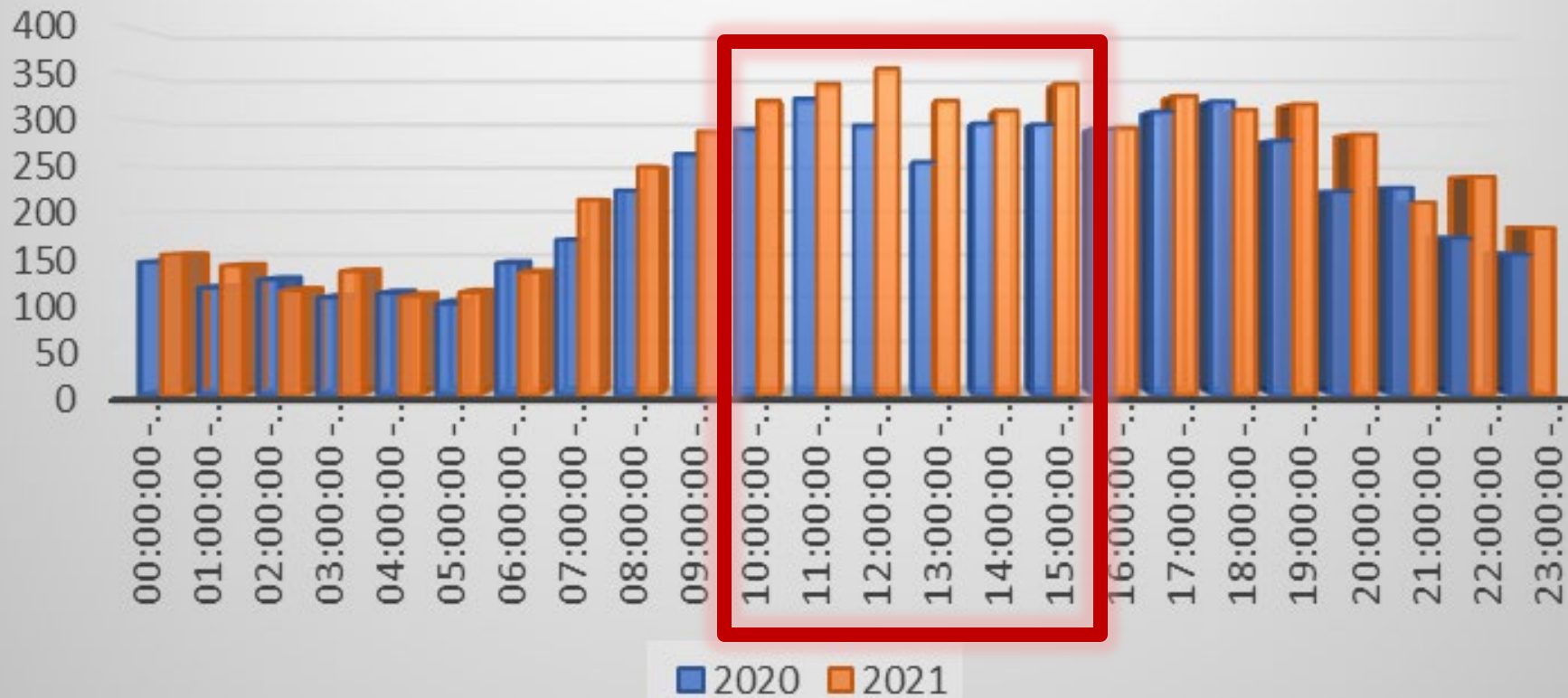
Fire/EMS Division

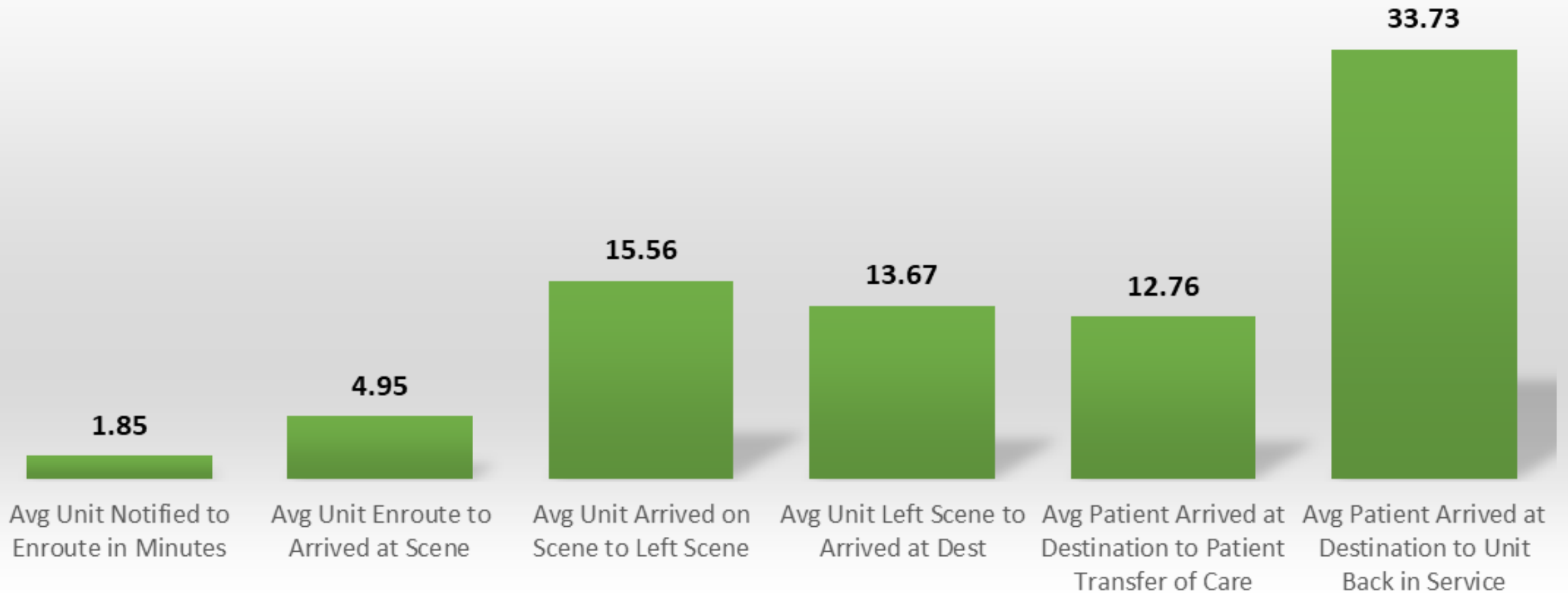
Runs by Day of the Week
3 Year Comparison



2021 Annual Report Fire/EMS Division

Calls By Hour of the Day - 2 Year Comparison

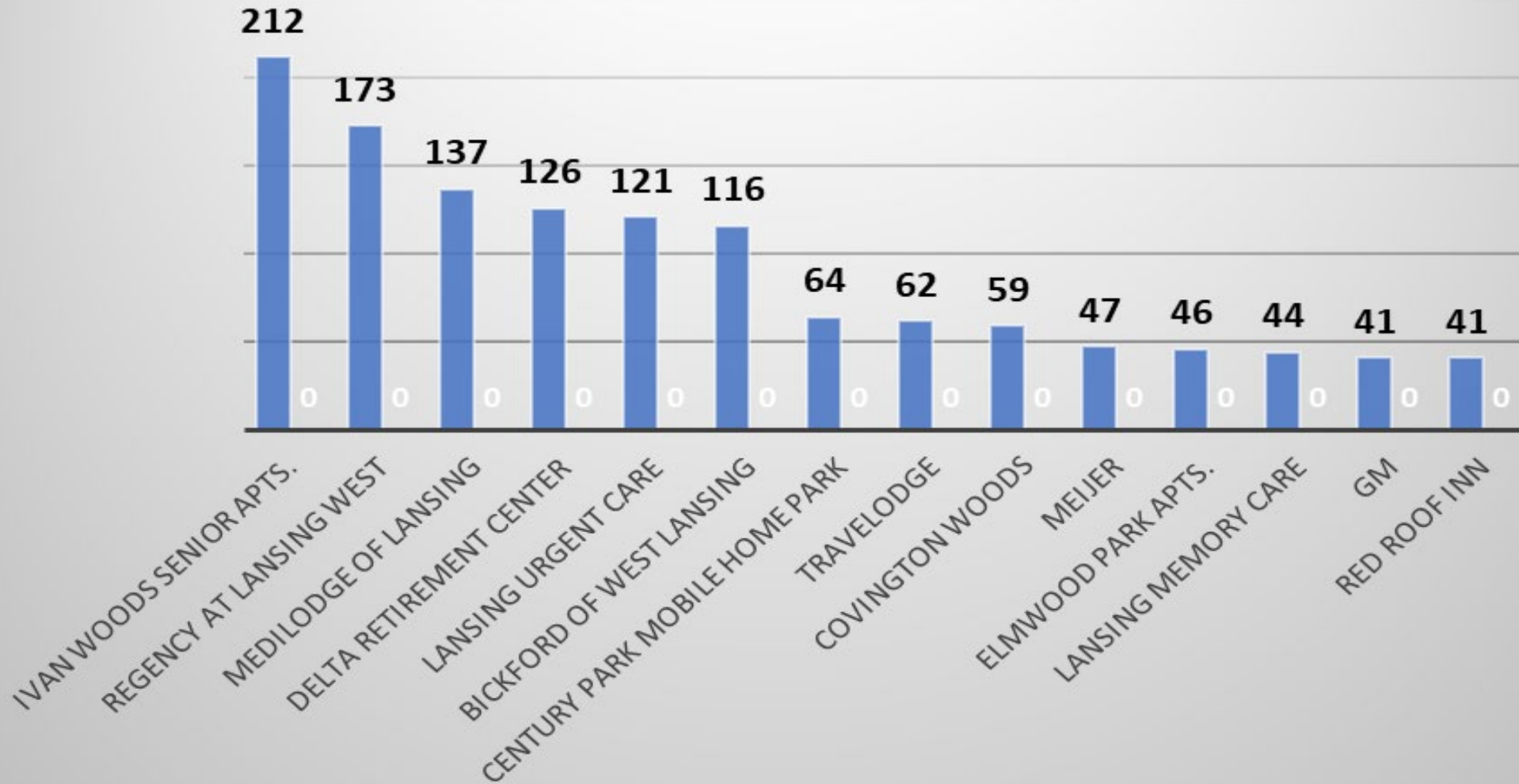




2021 Annual Report | Fire/EMS Division

Top 14 Busiest Addresses

Top 14 Busiest Addresses



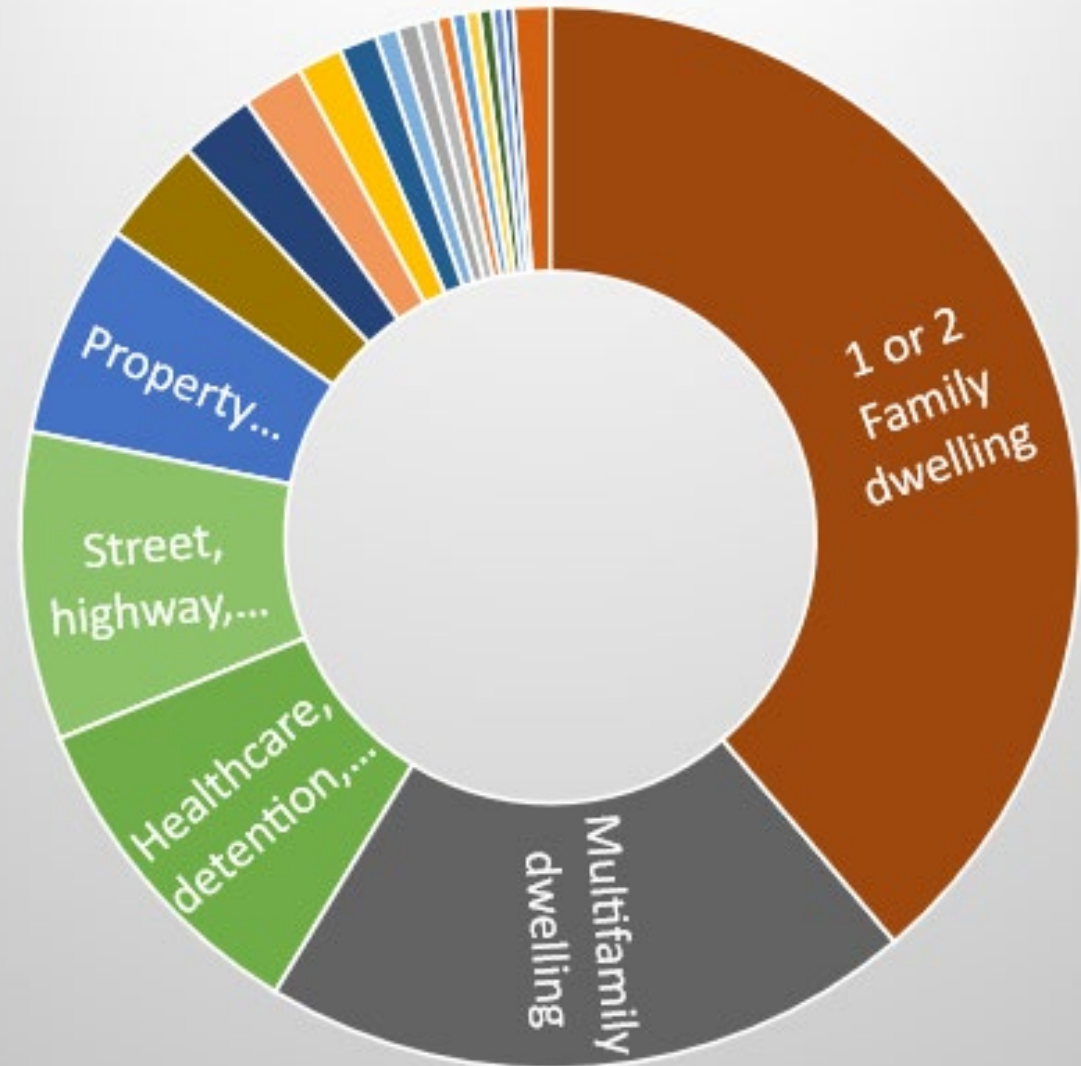
2021 Annual Report Fire/EMS Division

77 Basic Property Codes

Top 5

- 1-2 Family – 2,417
- Multifamily – 1,243
- 24-hr Care – 632
- Highway, street – 585
- Property Use Other – 406

Incidents By General Property Use



Mutual Aid

Assistance either requested or automatically dispatched via “run cards” through ECCD

Mutual Aid
Given: FIRE
355

Mutual Aid
Given: EMS
321

Mutual Aid
Received:
FIRE 153

Mutual Aid
Received:
EMS 237

2021 Annual Report Fire/EMS Division

2021 Total Firefighter Injuries - 4

Report only, including
exposure Struck or
assaulted by
person/animal/object
50%



Report only, including
exposure
Overexertion/strain
25%

First aid only
Contact with
object (firefighter
moved into/onto)
25%

2021 Annual Report AccuMed

Delta Township Fire Department 2021 Account Performance February 18, 2022

Account Performance

	2018	2019	2020	2021
Total Run Volume	4,899	4,954	4,522	4,417
ALS Run Volume	3,076	3,252	2,689	2,917
BLS Run Volume	1,047	937	1,079	1,026
Treat No Transport	417	400	506	141
Vehicle Accident Volume	359	365	248	333
Gross Charges	\$3,033,064.81	\$3,114,825.26	\$2,777,846.91	\$3,307,535.99
Contractuals*	\$870,242.14	\$928,860.40	\$872,137.01	\$1,217,880.25
Payments	\$1,550,463.01	\$1,690,633.40	\$1,487,749.96	\$1,564,031.71
Average Recovery Per Run	\$316.49	\$341.27	\$329.00	\$354.09

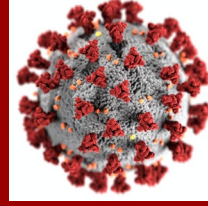
*Contractuals=Amounts above Federal, State and Local coverage that legally cannot be billed to second-party insurance payers.

**Net=Charges-Contractuals=Net Charges Payments/NetCharges=Net%

Payor Mix

	2018	2019	2020	2021
Medicare	46%	47%	46%	43%
Medicaid	14%	15%	16%	16%
Commercial	30%	29%	27%	29%
Self Pay	10%	9%	11%	12%

2021 Departmental Challenges



COVID-19



Staffing



**Station
Closings**



Fire Prevention Division

*Community Risk
Reduction*

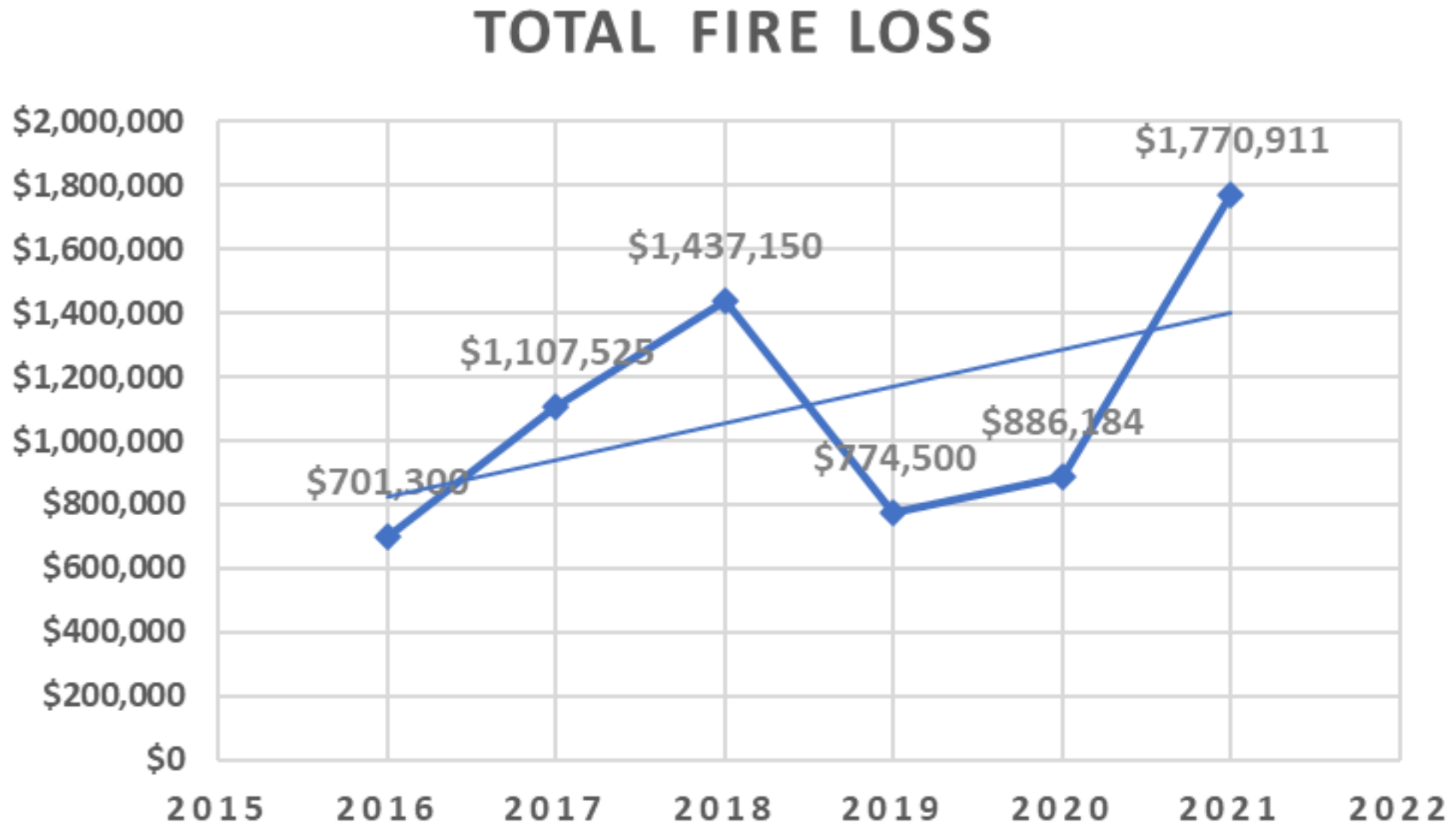




2021 Annual Report Fire Prevention, Public Education & Community Outreach



Fire Loss 6-Year Comparison



2021 Annual Report

Youth Fire Prevention & Intervention



- Eaton Co Youth Services
- Eaton Co Prosecutor's Office
- Barry County
- Eaton Co. KIDS Network
- Waverly & Grand Ledge Schools
- University of Michigan Hospital Burn Center
- Community Risk Reduction Task Force
- Lansing Food Bank
- MFIT (Metro Fire Investigation Team)

2021 Annual Report

Fire Prevention Division

- Burning Permits
 - Delta Township
 - Looking Glass Regional Fire Authority
- **2,332 Burning Permits Issued**





Training Division

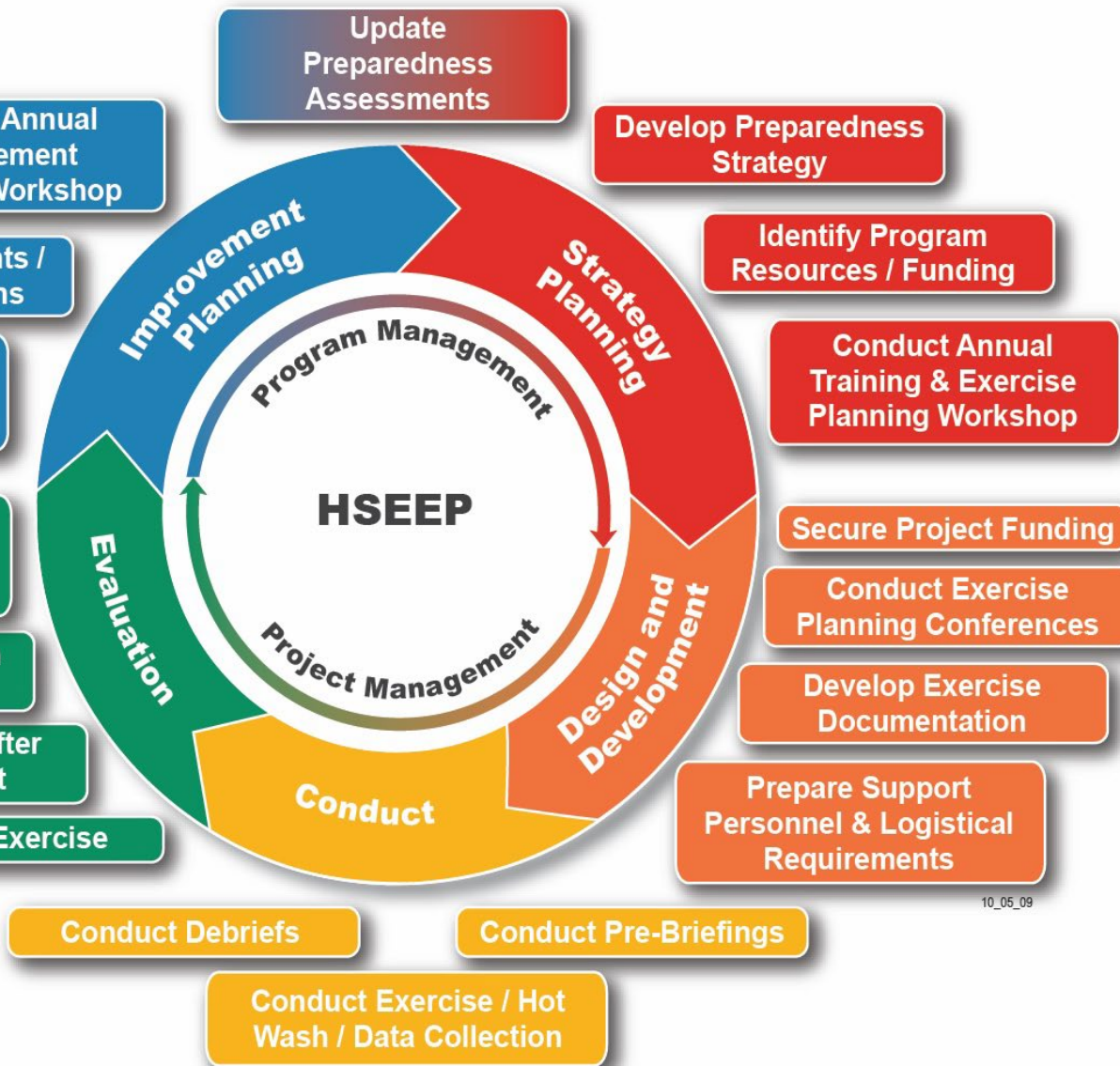
4,752 Training Hours

- Behavioral Wellness
- Suicide Prevention/Awareness
- Cancer Prevention
- EMS
- Fire Tactics-Blue Card
- Fire Prevention
- Fire Officer
- OSHA/MIOSHA
- NFPA
- Live Fire Certification Training
- Active Assailant
- Hazardous Materials
- Confined Space Rescue
- Technical Rescue
- Collapse Rescue
- Ice Rescue
- Swift Water Rescue
- Emergency Management
- Driver Certification
- Human Resources Topics
- Incident Command System
- Traffic Incident Management



Emergency Management

*Prevention
Preparedness
Response
Recovery
Mitigation*



DELTA TOWNSHIP Emergency Management



STRONG PEOPLE STAND UP
for themselves



STRONGER PEOPLE

STAND UP FOR OTHERS

ok2say.com

652729 (OK2SAY)

iPhone & Android

855-565-2729

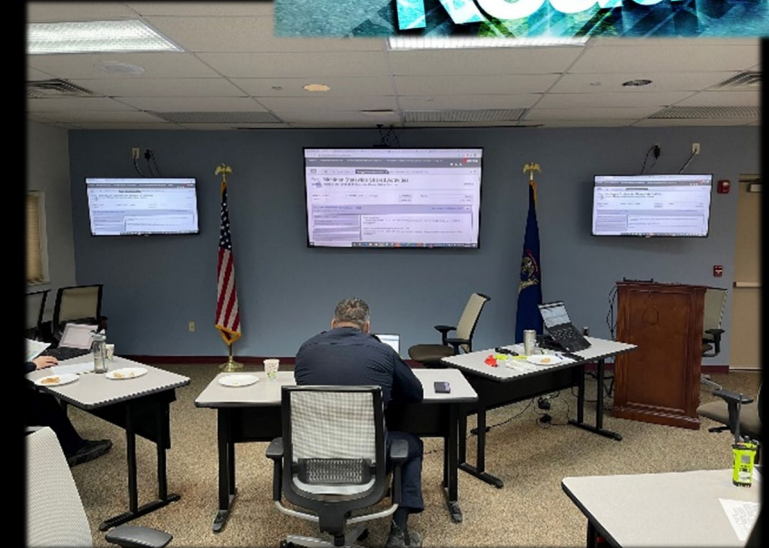
ok2say@michigan.gov



Stop the Silence. Help End the Violence.



STATE
POLICE





**Department
Accomplishments**

2021 Annual Report Department

Accomplishments

- *Engine 433 Push-In*
- *Funding for new aerial platform
\$1.4 M*
- *Stryker ALS 360 program*
- *Funding for new heavy-duty pumper*
- *Hiring of new Assistant Fire Chief*



ment

AEDs



Cardiac Monitors



V1

V4

CPR Machines



port

Chairs



Powered Stretchers



Fastene



November 2021:

- **National Indigenous Month:** Since 1900, many have sought to recognize the great influence America Natives have had on the history, cultural development, and continuing growth of the U.S. Various dates and weeks were acknowledged until 1976, when Congress authorized a week in October as Native American Awareness Week. Finally, in 1990, the month of November was chosen because it is traditionally a time when American Natives may gather for fall harvest festivals, world-renewal ceremonies, and Powwows.
- Oct-Nov: **Iroquois Harvest Ceremony** - Indigenous: This is a daylong ceremony to give thanks to the earth spirit for providing now and in the future.
- Nov 1: **All Saints Day** - Christian: This day is for honoring saints now and unknown.
- November 2: **Dia de los Muertos** - Mexico: This day is also known as the Day of the Dead and is celebrated in parts of the United States and Central American. Families build alters in their homes surrounded by flowers, food and burning candles.

SHIFT 2

FRIDAY 12/3

NOTES

Cultural Recognition Topic:

Universal Human Rights Month: The universal declaration of Human Rights was adopted by the UN in 1948 as a response to the Nazi holocaust and to set a standard by which the human rights activities of all nations, rich and poor alike, are to be measured. Some of the Rights are: No one shall be subjected to cruel and inhuman punishment, being entitled to a fair and public hearing by an impartial tribunal, the right of the people to be secure in their persons, houses, paper, and effects, the right to freedom of thought, conscience and religion, and the right to standard of living.

ACTIVITIES

Run St. 2 Ger

0700-1900 LO

Flags at half-
Oakland Cou

Cultural Recognition

- Information place on department daily calendar

2021 Annual Report Department Accomplishments

*2021 Delta Township
Fire Department
Firefighter of the Year*

Captain Del Teigeler



Future Goals

Expanding/Changing
Recruiting Model

Completion of Lexipol Policy
& Procedures Program

Regional Training
Center/Live Burn

Fire Training Officer (FTO)
Program Curriculum

Questions?



Supervisor Kenneth R. Fletcher
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica

Manager's Office

(517) 323-8590

TO: The Delta Township Board
FROM: Kenneth R. Fletcher, Township Supervisor
DATE: April 19, 2021
SUBJECT: Manager Evaluation Process

We are approaching the annual evaluation of the Manager. I have attached the evaluation form for review that has been used in the past. Completed evaluations should be returned to Clerk Mary R. Clark.





Township Manager Evaluation

Name: **Brian T. Reed**

Appraisal Date:

INTRODUCTION:

The purpose of this evaluation is to assist the Township Manager in improving performance to the Delta Township Board. It is to be used as a tool in identifying areas that meet or exceed expectations, as well as identifying areas that need improvement. The evaluation is consistent with the Employment Agreement between the Township Manager and the Township Board.

INSTRUCTIONS:

Please check the performance level that best describes each criterion. Please comment on areas needing improvement or identify additional criteria at the end of the form.

- (1) Ineffective; typically fails to meet expectation;
- (2) Moderately effective; inconsistent in meeting expectations
- (3) Effective; consistently meets established performance criteria;
- (4) Highly effective; often exceeds expectations;
- (5) Exceptionally effective; consistently exceeds expectations.

Performance Appraisal Criteria	Performance Rating Factors				
Township Board Support & Development	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
<p>Please check one:</p> <ul style="list-style-type: none"> • Demonstrates attitude of respect and openness to Board; supports the Board and their right to make decisions; promotes active participation. • Facilitates Board in acquiring knowledge, information, staff support, and ancillary needs for performing its role. • Involves individual board members in issues in which they have expressed interest; facilitates the development of Board-driven meeting agendas. • Works cooperatively with Board, township committees and staff to achieve service excellence. • Recommends measures to the Board for adoption that may be deemed necessary or expedient for the benefit of the Township. 					

Performance Appraisal Criteria	Performance Rating Factors				
Policy Facilitation	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> • Aids in the development of a policy agenda to best serve community needs; assesses policies, procedures, and programs. • Manages and supervises all public improvements and utility operations; manages construction, repair, maintenance, lighting, and cleaning of sidewalks, bridges, pavements, sewers, and all public buildings and properties belonging to the Township. • Responsible for the preservation of all property, tools, and appliances of the Township. 					

Performance Appraisal Criteria	Performance Rating Factors				
Communication/Inter-personal Relations	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> • Initiates timely and frequent communication about matters of importance. • Develops and maintains effective and optimal media relations. • Continues to build technological capacity of the township; continuously evaluates and enhances methods of providing information to the broadest audiences possible, through efficient use of resources and technologies. • Provides reports to the Township Board on the status of the township strategic plan, including identification of significant opportunities and barriers. • Provides prompt information to Township Board about new issues of potential impact to the township. 					

Performance Appraisal Criteria	Performance Rating Factors				
Intergovernmental Relations and Collaboration	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> • Maintains awareness of developments and plans in other jurisdictions that may relate to or affect the Township; maintains effective communication with other elected officials. • Establishes agreements with other local governments for regional sharing of services. • Provides leadership in collaborative initiatives. 					

Performance Appraisal Criteria	Performance Rating Factors				
Planning & Organization	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> • Leads with vision, creativity, initiative, and energy; plans and facilitates the annual strategic planning process; translates the township vision and strategic plan, with consideration of Board-driven priorities, into timelines, actionable objectives with measurable results. • Organizes staff for optimum performance, and effectively implements and monitors a performance management system; anticipates problems or obstacles and identifies and implements appropriate actions. 					

Performance Appraisal Criteria	Performance Rating Factors				
Leadership Skills	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> Acts as positive role model for staff; works effectively as a mentor/advisor and educator for department staff. Demonstrates high level of technical skills in own responsibilities to effectively lead staff; displays ability to motivate and develop staff. 					

Performance Appraisal Criteria	Performance Rating Factors				
Public Relations	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> Maintains a high level of contact with the public and successfully meets their needs within available resources. Displays positive and professional first impression with constituents, visitors, and others. Maintains effective and positive relationship with superiors, peers, subordinates, citizens, media, etc. 					

Performance Appraisal Criteria	Performance Rating Factors				
Resource Development and Fiscal Management	Ineffective	Moderately Effective	Effective	Highly Effective	Exceptionally Effective
Please check one:					
<ul style="list-style-type: none"> • Is innovative in developing and managing township resources; ensures human, material, and fiscal resources are monitored effectively and managed efficiently. • Regularly explores opportunities for cost reduction, revenue enhancement and supplemental resources; considers financial impact before decisions are made. • Provides for the ongoing development of all human resources to assure the presence of necessary and updated skills for successful accomplishment of township goals. • Develops and implements recruitment and selection systems for staff and contractors that encourages fair and equitable competition. • Provides recognition for exemplary employees and volunteers; informs Township Board of personnel actions that may be categorized as exceptional, either positive or negative. 					

COMMENTS:

Board Signatures:

Kenneth R. Fletcher, Supervisor

Mary R. Clark, Clerk

Dennis R. Fedewa, Treasurer

Elizabeth S. Bowen, Trustee

Fonda J. Brewer, Trustee

Andrea M. Cascarilla, Trustee

Karen J. Mojica, Trustee

Brian T. Reed, Manager