

PERE MARQUETTE CHARTER TOWNSHIP BOARD
REGULAR/COMMITTEE OF THE WHOLE MEETING AGENDA
October 24, 2023 – 6:00 p.m.

Location: PERE MARQUETTE TOWNSHIP HALL
1699 S. Pere Marquette Highway
Ludington, MI 49431

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES
6. BRIEF PUBLIC COMMENTS (TWO MINUTES)
7. APPROVAL OF AGENDA
8. PUBLIC HEARINGS
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. **Consider Water Rate Resolution #2023-11**
 - B. **Consider Hydrant and/or Fire Suppression Prior and Current Charges**
 - C. **Consider Recommendation from Roads Committee**
 - D. **Consider Recommendation from Personnel Committee**
 - E. **Consider Execution of Agreement for Election Services for Early Voting Site**
11. COMMITTEE OF THE WHOLE
12. ANNOUNCEMENTS
13. EXTENDED PUBLIC COMMENTS (TEN MINUTES)
14. ADJOURNMENT

REGULAR MEETING**October 10, 2023****PERE MARQUETTE CHARTER TOWNSHIP BOARD**

held at 1699 S. Pere Marquette Highway, Ludington MI 49431

Board members present: Clerk Rachelle Enbody; Trustees: Andrew Kmetz, James Nordlund Sr., Henry Rasmussen, and Ronald Soberalski.
 Board member(s) absent: Treasurer Karie Bleau.
 Board position vacant: Supervisor.
 Also present: Mason County Commissioner Lewis Squires, Matthew Biolette and Shane Peterson of F&V Engineering, Derek Eaton, Larry Gaylord, Dan Healy, Dave Bossick (Ludington Daily News) and numerous guests.

The meeting was called to order at 4:00 p.m. by the Clerk. Invocation was given by Nordlund; Pledge of Allegiance was recited by all.

Moved by Enbody, seconded by Nordlund to appoint Kmetz as President Pro Tem for this meeting. Motion carried. Kmetz assumed chairmanship of the meeting.

APPROVAL OF MINUTES: **Moved** by Nordlund, seconded by Soberalski to approve the minutes from the meeting on September 26, 2023, as presented.

Motion carried.

SHERIFF / COUNTY COMMISSIONER REPORT(S): Commissioner Squires reported on the most recent meeting of the Mason County Board of Commissioners.

DEPARTMENT REPORTS: Department reports were received from the Fire Department and the Zoning and Code Enforcement Department. Fire Chief Larry Gaylord, Assessor Derek Eaton, and Department of Public Works, Water and Sewer Assistant Superintendent Dan Healy, gave verbal reports of department activity.

PUBLIC COMMENT: Public comment was held.

APPROVAL OF AGENDA: **Moved** by Soberalski, seconded by Rasmussen to add Item F. **“Consider Well Inspection and Repairs”** to the agenda and to approve the agenda as amended.

Motion carried.

COMMUNICATIONS: Enbody reported receiving the following communications:

Charter Communications – Notification of the renewal of the carriage agreement with The Walt Disney Company and changes to the channel lineup serving the Ludington community.

Michigan Department of Natural Resources – Notification that the Township’s application for the Michigan Spark Grant Program was not recommended by the DNR Director.

COMMITTEE REPORTS: Architectural Control Committee (Rasmussen): Rasmussen reported the Committee approved signage changes for Haworth.

Economic Development / Parks & Recreation Committee (K. Bleau, Soberalski): Soberalski reported attending the bi-monthly Construction Progress Meeting for the Pere Marquette Community River Access Project and noted that the construction is going along very well.

Election Commission (Enbody, Nordlund, Rasmussen): Enbody reported that the Commission met on October 12th to approve Election Inspectors for the November 7th Election and the Commission will meet on October 25th at 9:00 a.m. to conduct the public logic and accuracy testing.

Roads Committee (Nordlund, Kmetz, Rasmussen): Nordlund reported that the Committee met to review the Linlook Park drainage situation.

Fire Department Liaison (Kmetz): Kmetz reported the Fire Department discussed truck repairs and purchasing foldable traffic cones.

LMTA Representative (Enbody): Enbody reported on the most recent meeting of the LMTA.

Western Mason County Fire District Authority (Kmetz): Kmetz reported the Fire Authority will meet on October 17th.

NEW BUSINESS: A. **Presentation – Fleis & VandenBrink Engineering** – Matt Biolette and Shane Peterson gave an update of the accomplishments-to-date of the services provided to the Township by F&V Engineering.

B. **Consider Assessing Services** – The Township is required to have a MMAO (level four) assessor for the assessment of the electric generating power plant parcels located in the township. A portion of the cost will be shared by Summit Township for their portion of the assessment of the Pumped Storage Facility.

Moved by Nordlund, seconded by Soberalski to enter into an Agreement for Assessment Services with Edward K. VanderVries, MMAO IV, PPE for the assessment of the Consumers Energy/Detroit Edison Pumped Storage Plant and the Michigan Power Limited Plant for the 2021-2023 assessment year(s) for an annual base fee in the amount of \$15,000.00 per year and to authorize the Supervisor and Clerk to sign the agreement on behalf of the Township.

Roll call vote: Yes: Soberalski, Rasmussen, Enbody, Kmetz, and Nordlund.
No: None.
Absent: K. Bleau.

Motion carried.

C. **Consider Expiration of Leave of Absence of Firefighter(s)** – Enbody explained that firefighters Gilbert Hadley and Zachary Wallager were each approved for a one year leave of absence and the leave of absence(s) have expired.

Moved by Soberalski, seconded by Enbody to affirm the expiration of the one-year leave of absence requests granted October 11, 2022 for firefighter Gilbert Hadley for the period of September 30, 2022 to September 30, 2023 and for firefighter Zachary Wallager for the period of June 30, 2022 to June 30, 2023 and to terminate their positions as firefighters with Pere Marquette Charter Township.

Motion carried.

D. **Consider Budget Amendments** – Enbody reviewed the proposed budget amendments in detail.

Moved by Enbody, seconded by Rasmussen to approve the following budget amendments:

BUDGET AMENDMENTS

General Fund

	Current Budget	Increase / (Decrease)	Amended Budget
Revenues:			
Building Permit Fees	40,000	8,700	48,700
Other Revenue - Sales	3,500	9,500	13,000
Disposition/sale of asset	49,000	19,000	68,000
Expenditures:			
Township Board - Legal	55,000	57,200	112,200
Contingency	27,411	(20,000)	7,411
Sub-total		0	

NET CHANGE IN GENERAL FUND

0

E. **Consider Personnel Committee Recommendations** – Kmetz reported the Personnel Committee discussed information provided by the Michigan Townships Association and the Mason County Clerk. Due to the retirement of G. Bleau, the recall election for the office of Township Supervisor will not be canvassed. The Township Board has forty-five days to appoint a person to fill the vacancy. Board members discussed consideration of hiring a Township Superintendent or Township Manager, but first must fill the vacancy within the statutory time frame.

Consider Notice for Accepting Letters of Interest for the Office of Township Supervisor – Board members reviewed the following notice:

NOTICE TO RESIDENTS OF
PERE MARQUETTE CHARTER TOWNSHIP

The Pere Marquette Charter Township Board is seeking letters of interest and resumes from persons interested in appointment to the Township Board for the Office of Township Supervisor.

Candidates must be a qualified elector of the township and registered to vote. To be a qualified elector, a person must be 18 years of age, a U.S. citizen, and have lived in the township at least 30 days prior to the appointment. Statutory duties include, but are not limited to: Manage and supervise all public improvements, works, and undertakings of the township; See that all laws and township ordinances are enforced; Moderate board meetings; Act as the legal agent for the township; Prepare and administer the township budget; Act as purchasing agent; Act as personnel director; Perform such other duties as required by state statute, township ordinance or direction of the township board.

The salary of the Office of Township Supervisor is \$73,314.00 plus longevity and benefits. Benefits include health insurance, a defined contribution plan, and life insurance. For additional information about the duties and responsibilities of Township Supervisor, please contact Rachelle D. Enbody, Township Clerk.

A letter of interest and resume should be submitted to Rachelle D. Enbody, Township Clerk at 1699 S. Pere Marquette Highway, Ludington, MI 49431 by October 26, 2023. Email: rachelle@pmtwp.org.

Moved by Soberalski, seconded by Nordlund to approve the foregoing notice for persons interested in being considered for appointment to the office of township supervisor.

Motion carried.

Board members discussed the position of Building Official vacated upon G. Bleau's retirement. The current contracted Building Inspector Thomas Fulker is willing to fill in as Building Official so that the Township can continue to issue permits until a determination can be made as to how to move forward with fulfilling the position of Building Official.

Moved by Soberalski, seconded by Nordlund to postpone advertisement for the position of Building Official.

Motion carried.

Board members discussed the shortage of staff within the Department of Public Works. The Personnel Committee is recommending that an advertisement for the DPW Operator be posted with the prospective candidates to be interviewed by the next DPW Superintendent.

Moved by Soberalski, seconded by Nordlund to place an advertisement for the position of DPW Operator.

Motion carried.

F. **Consider Well Inspection and Repairs** (added) – Board members reviewed a memo from DPW Assistant Superintendent Dan Healy recommending efficiency testing on the Township's three wells and a full inspection on one of the wells. The cost of the efficiency testing is \$350.00 per well. The cost of the full inspection of one of pumps from one of the wells is \$6,940.00 and does not include repairs.

Moved by Rasmussen, seconded by Soberalski to approve the quote from Northern Pump and Well for efficiency testing of the three wells and a full inspection of the pump of one well at a total proposed cost of \$7,990.00.

Motion carried.

OFFICERS REPORTS: Trustees: Soberalski and Rasmussen reported attending the ribbon cutting ceremony for Harsco Rail.

Clerk (Enbody) – Reported mailing more than 600 absent voter applications for the November election to registered voters on the permanent absent voter list. To date, more than three hundred ballots have been requested. Provided the third quarter financial summary to board members detailing revenues and expenditures through September 2023.

The Election Commission will meet on Thursday to appoint election inspectors for the November election and the public logic and accuracy testing of the election equipment will be performed on October 25th at 9:00 a.m. Enbody provided a list of current invoices for approval.

PAYMENT OF INVOICES: **Moved** by Enbody, seconded by Soberalski to approve payment of invoices in the amount of \$564,349.59.

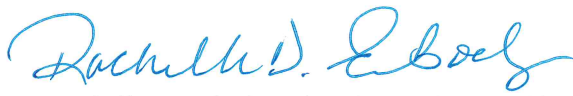
Motion carried.

Treasurer (K. Bleau) – Provided a report with bank balances for September 2023.

Supervisor – (vacant)

EXTENDED PUBLIC COMMENT: Public comment was held.

ADJOURNMENT: The meeting was adjourned by consent at 5:34p.m. Motion carried.



Rachelle D. Enbody, MiPMC², CMC Township Clerk

Andrew Kmetz, President Pro Tempore

**PERE MARQUETTE CHARTER TOWNSHIP
WATER RATE RESOLUTION #2023-11**

WHEREAS, Code of Ordinances, Chapter 30, Article II – Water System (the “Code”) provides that the Township Board shall establish water user rates and charges from time to time; and

WHEREAS, the Township Board desires to establish such rates and charges as are set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Under Section 30-61 of the Code, the following charges are established for the Township’s water system (“System”):

- a. Water Service Tap Installation Charge (For all connections, except those connections to the portion of the System, as defined in the Water Ordinance, financed by a Water Special Assessment District in which the construction of the water tap is part of the initial construction project or portions of the System built by a third party without cost to the Township), the charges to connect shall be:

1”	\$825.00
1-1/2”	\$900.00
2”	\$1,000.00
Over 2”	At cost

At cost calculations will include time and materials.

- b. Frontage Charge A connection to the System as provided in the Code shall be \$25 per front lineal foot. Frontage cost will be divided by 2 if connections are available on both sides of the road.
- c. Benefit Charge For all connections, except those connections served directly by the City of Ludington water system, the charge shall be as follows

5/8 & 3/4”	\$425.00
1”	\$1,063.00
1-1/2”	\$2,125.00
2”	\$3,400.00
3”	\$6,800.00
4”	\$10,625.00
6”	\$21,250.00
8”	\$34,000.00
10”	\$48,875.00
12”	\$91,375.00

2. Pursuant to Section 30-62(c) of the Code, interest at a rate of prime plus 2% per annum shall be charged on the unpaid balance when the applicant elects to pay the frontage and benefits charges, or any part thereof, in installments.

3. Pursuant to Section 30-63 of the Code, the following Other Charges are established:

- a. Metered fire hydrant use (including cost for filling a swimming pool or providing water for a construction project) - \$100 plus cost of water used
- b. Meter test - \$100

- c. Service call for turn-on, turn-off, meter removal and/or meter re-installation (exclusive of emergency situations)- \$50 each time
- d. Service call for turn-on after delinquent water bill paid - \$50
- e. Cross connection enforcement/turn-off - \$150
- f. Service for meter reading outside the regular meter reading schedule for special billing purposes - \$50
- g. Development plan review and inspection, including testing and compiling construction records for subdivisions, site condominiums, multi-family dwellings and other types of residential, commercial or industrial developments where a water main and/or system service line is constructed as part of the development - at actual cost for time, materials, and service charges as needed.

4. Pursuant to Section 30-64 of the Code, water rates for water provided to each premises connected to the Pere Marquette Charter Township Water System are established as follows: For water utilized, **\$3.93** per 100 cubic feet, plus a quarterly readiness-to-serve charge determined as follows:

5/8 & 3/4"	\$14.00
1"	\$35.25
1-1/2"	\$70.50
2"	\$112.00
3"	\$224.00
4"	\$350.50
6"	\$700.00
8"	\$1,120.00
10"	\$1,610.00
12"	\$3,010.00
Standby fire line	\$90.00
Hydrant charge	\$90.00 \$ 100.00

Charges for partial quarters shall be prorated.

5. Notwithstanding the provisions in Section 4 above, with regard to Michigan Power Limited Partnership and per the Water Supply Agreement between them, the Township, and the City of Ludington, the usage rate for water shall be **\$1.41** per 100 cubic feet. The monthly readiness-to-serve charge shall be equal to the wholesale readiness-to-serve charge billed to the Township by the City as per the Wholesale Water and Sewer Agreement between the Township and the City.

6. Pursuant to Section 30-64 of the Code, the Township shall pay an annual charge of \$75 per hydrant to the Pere Marquette Water Department for water supplied through fire hydrants for fire protection or other purposes.

7. Pursuant to Section 30-34 of the Code, service calls for repair/replacement of damaged meters or water service lines shall be charged the actual costs for labor, materials and any necessary services.

8. This resolution shall be effective immediately and shall be applicable for the current quarter beginning on January 1, 2023 and continuing thereafter until modified by future resolution of the Board.

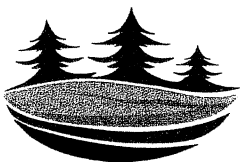
All resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

Roll call vote: Yes:
No:
Absent:

Resolution declared _____.

Fire Suppression/Hydrant Charges on Commercial Accounts:

- According to the Township's annual rates resolutions, since 1984 any commercial account with a private hydrant on their parcel should be subject to a quarterly hydrant charge of \$90 per hydrant on the property, not including hydrants in the road right of way. Any commercial building with a fire suppression sprinkler system should be charged a \$90 standby fire lane charge quarterly. \$90 per quarter is the current charge since 2010. The charge was \$75 from 1991-2009 and \$50 from the original resolution for the years 1984-1990.
 - A select few accounts have been being charged since 2004 when we began using BS&A. However, there are many that have not been charged. Originally, Fire Suppression (sprinkler) and Hydrant charges were being billed as separate bills from the Water/Sewer usage bills on commercial accounts. In 2007 errors took place when accounts were combined in BS&A. When the accounts were merged into one bill mistakes were made, primarily with hydrants. For example, we began billing only 1 hydrant instead of 2 that are located at the West MI Fair grounds, and 1 hydrant of the 7 private hydrants on Walmart's property. New commercial buildings have also been built since BS&A has been in use and the billing items have not been added to their accounts for those with hydrants and/or fire sprinklers.
 - In the beginning of 2022, the sprinkler billing item was zeroed because it was believed to be used for lawn/irrigation. The accounts that had the sprinkler rate in place did not bill any charges for "sprinkler". The sprinkler rate has been renamed "fire sprinkler" to prevent any future confusion. Billing for the 3rd quarter of 2023 "fire sprinkler" billed correctly on the accounts that had the billing item in place.
 - In the beginning of 2023, the "Hydrant" charge was believed to be the same as the "Temp Hydrant" charge and was increased to \$100 in error. 4 accounts were affected for the 1st and 2nd quarter of 2023.
 - I have personally visited these locations and confirmed that they have these services in place at their properties.
 - I am requesting that the board provide direction to resolve these issues and propose the following options:
 - Should we back bill all the accounts that are relevant to these services? The law allows us to bill back 7 years.
- OR
- Should we add the appropriate services/charges to the accounts and bill correctly moving forward. If we are just correcting and moving forward, how do we handle accounts that have already been billed and paid?



Leanne Chaltron

Pere Marquette Charter Township
Assistant to
DPW/Parks/Water&Sewer

Respectfully Submitted



PERE MARQUETTE

CHARTER TOWNSHIP

1699 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431
(231) 845-1277 • FAX (231) 843-3330

FIRE SPRINKLER CHARGE EXPLANATION

The fire sprinkler readiness to serve rate, currently \$90 per quarter, is for buildings with special water pipes for fire suppression sprinklers that are connected to the Townships water distribution system. It is the American Water Works Association suggested practice for water departments to charge fire service fees. It has been a worldwide standard practice since fees and charges were initiated to fund water departments' operational costs. A resolution to establish various connection charges, water rates, and fees was adopted by Pere Marquette Charter Township Board in 1984.

Today's charges are in accordance with the Water Service and Connection fees. All service rates are established by the Township Board and reviewed annually.

Water usage and readiness to serve rates including fire suppression are established to pay for the services that they provide. The fire sprinkler ready to serve fee, which all customers with fire suppression sprinkler systems are charged, is a dollar value based upon the size of the pipe feeding the sprinkler system suggested by the DPW and adopted by the Township Board. It is considered fair and reasonable allocation of the fire protection capabilities of the Townships' water supply.

There is a cost of providing fire protection. The cost is for providing and maintaining a pumping, distribution, and storage system with the capacity to deliver sufficient quantities of water to buildings with a fire suppression sprinkler system in the event of a fire. If a water department only needed to provide water for non-fire protection use, storage tanks and pipe sizes in the system could be reduced by more than 50%.

The basis for applying these charges to individual buildings is that a building with a sprinkler system installed has an improved level of fire protection. Similarly, properties with fire hydrants on their private land and not in the road right of way are charged a quarterly fee for each hydrant. Having fire protection and fire hydrants in key areas reduces insurance rates as there is an increased level of protection, should a fire occur.

Fire sprinkler systems are typically placed in buildings in accordance to State or Local codes or at the request of the building owner. The Fire Department is responsible for approving the size of the system based upon the building size and use.



PERE MARQUETTE

CHARTER TOWNSHIP

1699 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431
(231) 845-1277 • FAX (231) 843-3330

HYDRANT CHARGE EXPLANATION

The hydrant charge, currently \$90 per quarter, is applied to hydrants connected to the Townships' water distribution system that are located on private properties. It is the American Water Works Association suggested practice for water departments to charge hydrant fees. It has been a worldwide standard practice since fees and charges were initiated to fund water departments' operational costs. A resolution to establish various connection and other charges, water rates, and fees was adopted by Pere Marquette Charter Township Board in 1984.

Today's hydrant fees are in accordance with the Water Service and Connection Fees. All service rates are established by the Township Board and reviewed annually.

Water usage and readiness to serve rates including hydrant charges are established to pay for the services that they provide. The hydrant fee is charged to customers with hydrants located on their private property (*condos, businesses, shopping plazas, etc.*) It is a dollar value suggested by the Department of Public Works and adopted by the Township Board. It is considered a fair and reasonable allocation of the fire protection capabilities of the Townships' water supply.

Most of the costs of providing fire protection is not related to the maintenance of the actual hydrants themselves. Costs are associated with providing and maintaining a distribution and storage system with the capacity to deliver sufficient quantities of water to fight fires in an emergency. If a water department only needed to provide water for non-fire protection use, storage tanks and pipe sizes in the system could be reduced by more than 50%.

Hydrant charges have been established for private property owners as a hydrant on private land provides an improved level of fire protection for that property. Similarly, buildings with fire sprinkler suppression systems are charged a quarterly fee based on the size of the pipe feeding the sprinkler system. Without fire protection or private hydrants close to key areas on properties insurance rates could be significantly higher.

Hydrants on private property are typically placed in specific locations at the request of the Fire Department during construction planning and permitting. The Fire Department selects areas that will provide an increased level of protection to larger buildings, those far from the street, or in communal parking areas. Only the Department of Public Works and the Fire Department are authorized to operate any hydrants.

LOCAL ROAD IMPROVEMENT AGREEMENT

BETWEEN THE

MASON COUNTY ROAD COMMISSION

IN COOPERATION WITH

PERE MARQUETTE TOWNSHIP**2023****ORCHARD AVENUE****LOCATION:** NW QUADRANT OF ORCHARD AVENUE AND TERRI COURT**DESCRIPTION OF WORK:**

Construct approximately 120 LFT of HMA lip gutter and approximately 150' of earthen berm to prevent rainwater from flooding the Greene Residence

Qty: Estimated 8 tons of HMA & 30 Cyds of Topsoil, Seeding & Mulch
Blanket**ESTIMATED COST:****\$7,350.58****CONDITIONS:**

- 1) The Road Commissions Policy letter for 2023 shall be part of this agreement and is included by reference.
- 2) The Township agrees to pay all costs incurred MINUS CREDITS AVAILABLE in the completion of the work described above.
- 3) The projected is anticipated to be completed by : _____
- 4) If weather, equipment breakdowns, scheduling conflicts, etc. require a change in the completion date or increase in the estimated cost by more than fifteen percent (15%), the work shall be suspended and the Township Supervisor shall be notified.
- 5) **The costs provided are estimated - Final billing to the Township shall be based on actual documented costs.**
- 6) Upon completion of the project and mutual satisfaction with the completed work, the Township agrees to reimburse the Road Commission the balance of their portion of the project cost within sixty (60) days of receipt of a detailed invoice.

MASON COUNTY ROAD COMMISSION**PERE MARQUETTE TOWNSHIP**_____
Date approved by MCRC Board_____
Date approved by TWP Board_____
Manager Director_____
Supervisor_____
Finance Director_____
Clerk

Job Estimate 2023

Township	PERE MARQUETTE TOWNSHIP						Date	8/7/2023
Road Name	ORCHARD AVENUE						By	ERN
Termini	NW QUADRANT OF ORCHARD AVENUE AND TERRI COURT							
Description	Construct approximatley 120 LFT of HMA lip gutter and approximately 150' of earthen berm to prevent rainwater from flooding the Greene Residence Estimated 8 tons of HMA & 30 Cyds of Topsoil, Seeding & Mulch Blanket							
Grading Crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	TOTAL COST
Grader		\$80.86	\$11.45	\$23.18	215.00%	108.5%	\$154.22	\$0.00
Bull Dozer		\$60.07	\$9.16	\$23.18	215.00%	108.5%	\$129.18	\$0.00
Skidsteer	8	\$59.99	\$11.45	\$23.18	215.00%	108.5%	\$131.58	\$1,052.61
Laborer	24			\$23.18	215.00%	108.5%	\$54.06	\$1,297.54
Tandem	8	\$71.46	\$11.45	\$23.18	215.00%	108.5%	\$144.02	\$1,152.17
								\$3,502.33
Tree crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	
Chipper & T		\$32.31	\$6.87	\$23.18	215.00%	108.5%	\$96.57	\$0.00
Loader		\$59.32	\$13.74	\$23.18	215.00%	108.5%	\$133.33	\$0.00
Excavator		\$47.30	\$11.45	\$23.18	215.00%	108.5%	\$117.81	\$0.00
Pickup		\$13.29	\$2.29	\$23.18	215.00%	108.5%	\$70.97	\$0.00
Chain Saw		\$4.73		\$23.18	215.00%	108.5%	\$59.20	\$0.00
								\$0.00
Gravel Crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	
V Bottom		\$137.27	\$16.03	\$23.18	215.00%	108.5%	\$220.39	\$0.00
Grader		\$80.86	\$11.45	\$23.18	215.00%	108.5%	\$154.22	\$0.00
Roller		\$42.79	\$6.87	\$23.18	215.00%	108.5%	\$107.95	\$0.00
								\$0.00
MATERIALS								
Description	Qty	Unit		Unit \$	Sub-total	Markup	TOTAL	Amount
Gravel		Ton		\$9.00	\$0.00	108.5%	\$0.00	\$0.00
Slag		Ton		\$16.00	\$0.00	108.5%	\$0.00	\$0.00
Limestone		Ton		\$18.00	\$0.00	108.5%	\$0.00	\$0.00
Sand, LM		Cyds, LM		\$2.00	\$0.00	108.5%	\$0.00	\$0.00
Drain sock		Lft		\$3.00	\$0.00	108.5%	\$0.00	\$0.00
?? Inch Culvert		Each		\$1,000.00	\$0.00	108.5%	\$0.00	\$0.00
Rip-Rap		Ton		\$85.00	\$0.00	108.5%	\$0.00	\$0.00
Mon. Box / MH		Each		\$400.00	\$0.00	108.5%	\$0.00	\$0.00
Gravel Shoulders		Syd		\$6.00	\$0.00	108.5%	\$0.00	\$0.00
Topsoil	30	Cyds, LM		\$15.00	\$450.00	108.5%	\$488.25	\$488.25
								\$488.25
Description	Qty	Unit		Unit \$	Sub-total	Markup	TOTAL	
Seal Coat/Fog		Syd		\$2.45	\$0.00	105.0%	\$0.00	\$0.00
Crack Seal		Syds		\$0.34	\$0.00	105.0%	\$0.00	\$0.00
HMA	8	Ton		\$400.00	\$3,200.00	105.0%	\$3,360.00	\$3,360.00
								\$3,360.00
GRAND TOTAL								\$7,350.58

Personnel Committee Minutes

Meeting Date 10/16/23, 9:00 AM

Place: PM Township Hall

Members in attendance: Jim Nordland, Henry Rasmussen, Andy Kmetz

Others in attendance: Russell Fulker, Patrick Mousel, Kristin Lange

Agenda Items: Discuss Campground Manager Position, Review the Compensation Schedule

Additional items brought forward at the meeting: Discuss medical exemption to the CDL Policy, Hiring an assistant for the Building and Zoning Department.

Result:

1. The committee reviewed the position description for Campground Manager and is recommending these for board approval.

All other items will come before the board at a later date

Meeting adjourned at 10:43 AM

PERE MARQUETTE CHARTER TOWNSHIP JOB DESCRIPTION

Seasonal Campground Manager

Reports To: Township Supervisor/~~Campground Administrator~~

Supervises: Assigned employees

Position Status: ~~Seasonal, Full time (24 weeks, May – October)~~
Regular part time (min. 25 hours per week)

FLSA Status: Non-Exempt

Office location: Buttersville Campground, 991 S. Lakeshore Dr. & 1699 S Pere Marquette Hwy

Position Summary:

Under the direction of the Township Supervisor/~~Campground Administrator~~ the Seasonal Campground Manager oversees the operation of Buttersville Campground. The Seasonal Campground Manager maintains all aspects of the department including management reporting, record keeping, contract administration, budgeting and purchasing. Additionally, the Seasonal Campground Manager is responsible for the hiring, training and supervision of all part-time Campground staff, as well as the daily operations, maintenance, and guest services, ensuring the success and prosperity of the Buttersville Campground.

Specific Details and Descriptions: may not be all inclusive.

Facilities to include but not limited to: Buttersville Campground and ~~Buttersville Beach and the boat launch on S. Lakeshore Dr.~~

Grounds Maintenance to include but not limited to: Grass cutting, landscaping, drainage issues, trail maintenance and pest prevention.

Park Staff: Part Time Seasonal Campground Attendants and Volunteer Campground Hosts.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manage all campground operations including campground office, buildings and camp sites to ensure the highest level of camper satisfaction.
2. Maintain close communication with Township Supervisor/~~Campground Administrator~~ and Park Superintendent. Report facility maintenance or equipment issues directly to Park Superintendent.

3. Operates vehicles and trucks of various sizes and weights, a full range of utility equipment and other hand or power tools associated with maintenance projects.
4. Adheres to all applicable safety procedures while operating equipment and tools or working in dangerous situations. Facilitates/Participates in safety training.
5. Ordering and tracking of supplies including cleaning & office supplies, office equipment, printed materials and staff apparel.
6. Create and/or order all necessary signage for Buttersville Campground.
7. Participate in the hiring of Seasonal Campground Attendants.
8. Organize and facilitate all necessary staff trainings and orientation relative to the operations of Buttersville Campground.
9. Manage camper expectations by quickly and effectively addressing issues which would adversely affect the operation of the campground or guest satisfaction.
10. Manage campground reservations and reservation inquiries.
11. Monitor campground facilities (sites, bathrooms) to ensure they are kept according to standards.
12. Balance daily reservation schedule to ensure rental fees have been collected, paid in full, and delivered to the Township Treasurer.
13. Schedule Campground Attendants to maintain adequate coverage for campground office, site preparation, routine maintenance activities and janitorial duties. In the absence of a Campground Attendant, perform all essential job functions of a Seasonal Campground Attendant.
14. Maintain a professional display of tourism promotion information in the office and provide tourism related information to campers as required.
15. Provides the overall daily supervision of Seasonal Campground Attendants, including safety training, motivation and corrective measures to assure that policies, practices and procedures are followed.
16. Monitors ongoing performance and budgetary status. Participates in the budget creation process for the Campground (Campground does not have own budget – included with parks – how is budget going to be managed)

The personnel committee believes this would be a good idea, can it be broken out as part of the Parks budget or would it need it's own?

17. Anticipates future needs of the campground and makes recommendations to Township Supervisor/~~Campground Administrator~~.
18. Implements measures designed to provide for the safety of park users, volunteers and staff. Including implementation of safety training for staff and volunteers.
19. Inspects playground for safety including equipment and grounds.
20. Enforce and follow all policies, procedures and ordinances dealing with the operation and maintenance of all Pere Marquette Charter Township parks.
21. Create, develop, recommend and suggest updates to written policies and procedures as necessary and submits to the Township Supervisor/~~Campground Administrator~~ for Township Board approval.
22. Collaborates with the Township Supervisor/~~Campground Administrator~~ relative to all Buttersville Campground operations, including recommendations for campground improvements, rates, fees for products and campsite designations/types.
23. Collaborates and communicates with ~~administrative assistant~~ Township Supervisor/~~Campground Administrator~~ on a daily basis.
24. Performs other duties as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- High school diploma with additional vocational or college level education, public administration, parks and recreation management or a closely related field and five years of experience in administration.
- The Township, at its discretion, may consider an alternative combination of formal education and work experience.
- **Possession of a valid** Motor Vehicle Operator's License.
- Must be able to work a schedule that may include holidays, weekends, nights and respond to emergencies on a 24 hour/7-day basis.
- Ability to work outside in inclement weather and on uneven surfaces.
- Ability to collect payments in compliance with cash handling, credit card processing and accounting policies and procedures.

- Knowledge of the practices and safety issues involved in maintaining public lands, facilities, and playground equipment.
- Ability to follow all safety regulations and the implementation of safety training.
- Skill in the operation and maintenance of assigned vehicles, equipment and tools.
- Ability to react calmly and quickly in emergency situations.
- Skill in conflict resolution.
- Skill in maintaining accurate records.
- Ability to communicate effectively verbally and in writing and to understand and carry out written and oral instruction.
- Working knowledge of the professional public management techniques involved in budgeting, supervision, and resource management, and the ability to identify and implement new best practices.
- Knowledge of the practices, methods, and equipment utilized in grounds and park maintenance including the planting, cultivation, pruning and care of lawns, flowers, shrubs, plants, and trees.
- Skill in organizing schedules and coordinating associated resources.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports and formulating policy and service recommendations.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, representatives of other governmental units, professional contacts, other Township employees and the public.
- Ability to communicate effectively, present ideas and concepts orally and in writing, and make presentations in a public forum.
- Ability to attend meetings scheduled at times other than normal business hours.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and software specific to park management; and the ability to master new technologies.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, walk, climb, use hands and fingers, talk, hear, and view and create written documents. The employee uses hand strength to grasp tools and may climb ladders or uneven terrain. The employee is frequently required to reach with hands and arms, such as to operate and repair vibrating machinery, use wrenches, hand tools, etc., and operate motorized equipment and vehicles. The employee must lift or push/pull objects of heavy weight without assistance.

While performing the duties of this job, the employee frequently works in outdoor weather conditions. The employee works near moving mechanical equipment. The noise level in the work environment ranges from moderate to loud.

* * * * *

Pere Marquette Charter Township provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

**AGREEMENT FOR ELECTION SERVICES
FOR EARLY VOTE SITE ONLY**

BETWEEN Mason County AND THE FOLLOWING TOWNSHIPS: Amber, Branch, Custer, Eden, Free Soil, Grant, Hamlin 1-2, Logan, Meade, Pere Marquette Charter 1-2, Riverton, Sheridan, Sherman, Summit, Victory, and the City of Scottville.

This County Early Voting Site Agreement (the "Agreement") is made between Mason County, 304 E. Ludington Ave., Ludington, MI 49431 and the Jurisdictions at the following addresses:

Amber Township- 171 S. Amber Rd. Scottville, Theresa Rohde, Clerk, 613-5533
Branch Township-- 6688 E. First St. Branch, Kimberly Tenney, Clerk, 690-6137
Custer Township-- 1950 E. US Hwy. 10, Custer, Staci Wood, Clerk, 936-1278
Eden Township -- 3369 E. Hawley Rd., Custer, Julie Van Dyke, Clerk, 233-6867
Free Soil Township-- 8480 N. Democrat St., Free Soil, Lynda Papes, Clerk, 690-0226
Grant Township -- 843 W. Hoague Rd., Manistee, Mary Jo Janowiak, Clerk, 464-5473
Hamlin Township - 3775 N. Jebavy Dr., Ludington, Catherine Lewis, Clerk, 845-0092 **Precinct 1 & 2**
Logan Township- 3975 S. Tyndall Rd., Branch, John R. Kampfschulte, Clerk, 898-3968
Meade Township -- 5435 E. Free Soil Rd., Free Soil Sue Hasenbank, Clerk, 464-5813
Pere Marquette Charter Township - 1699 S. Pere Marquette Hwy. Rachelle Enbody, Clerk, 845-1277
Precinct 1 & 2.
Riverton Township- 2122 W. Hawley Rd., Scottville, Cindy Gerbers, Clerk, 757-2113
Sheridan Township- 6407 E. Dewey Rd., Fountain, Marlynn E. Gulembo, Clerk, 462-3565
Sherman Township- 3854 Main St., Fountain, Kurt D. Lubben, Clerk, 462-3205
Summit Township-- 4879 W. Deren Rd., Ludington, Kay Deanda, Clerk, 843-0430
Victory Township-- 4411 N. Stiles Rd., Scottville, Barbara Egeler, Clerk, 843-3607
City of Scottville- 105 N. Main St., Scottville, Kelse Lester, Clerk, 757-4729

In this Agreement, the County and each Municipality will be represented by their respective Clerk in their official capacity. The municipalities, which include Township and City, will be referred to as "municipalities" throughout this entire document.

WHEREAS, the municipalities, noted above, enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963, and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint Early Voting Site.

WHEREAS, the municipalities desire consolidation of election activities for nine (9) consecutive days, eight (8) hours each day (8 a.m. to 4 p.m.), for each required election for all State and Federal elections; and have agreed to the terms and conditions of this Agreement to provide Election Consolidation services.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **General Agreement:** The early voting site will be administered by the Local Municipal Clerk, or designated representatives, who will organize, approve, and monitor the administrative requirements of early voting.

2. Number of Precincts: Municipalities in this agreement have one (1) precinct per jurisdiction except for Hamlin Township, which has two (2) precincts, and Pere Marquette Charter Township, which has two (2) precincts; eighteen (18) precincts in total.

3. Two Early Voting Coordinators: #1. County Clerk and/or their Elections Deputy, will serve as the early voting coordinator to organize and monitor the administrative requirements of early voting, programming, and other administrative requirements included but are not limited to developing and monitoring an early voting budget. This may change as needed once process is started and better understanding of process obtained. Coordinator will keep track of Site Supervisors, as well as all Election Inspectors pool who are available to work.

#2. Equipment Coordinator: Pere Marquette Charter Township Clerk and/or their deputy will be responsible for holding all Early Voting Site equipment and maintaining voting equipment, Equipment (two-tabulators, one-EPB laptop computer, 1-printer, 1-VAT, various cables, 1-Computer screen, Express link printer, etc.). When not in use, this equipment will be locked/stored in PM Charter Township in the vault.

PM Clerk/Deputy will also be responsible to have all EV equipment delivered to the EV Site-Library, in locked carts on wheels, and to have DPW pick up equipment the Monday morning following the nine days of early voting completion.

Election Day Tuesday, Pere Marquette Charter Township has agreed to utilize PM Township Precinct #1 Election Inspectors to close out the E.V. Site after 8 p.m. Election Inspectors of differing parties will deliver E.V. results to County after balancing.

4. Site Coordinators: Site Coordinators will be the Municipal Clerk from each jurisdiction starting in alphabetical township order. Site Coordinators will be responsible to perform testing on jurisdictions 1-9 (tabulator #1 EV site), 10-18 (tabulator #2 EV Site), VAT testing, and working the nine days of early voting.

i.e. Testing Tabulator #1, 1-9 Amber-Branch test

Testing Tabulator #2 10-18 Custer-Eden

Test Voter Assist Terminal-Free Soil

Day 1 EV-Grant*

Day 2 EV- Hamlin

Day 3 EV- Logan

Day 4 EV- Meade

Day 5 EV- PM*

Day 6 EV-Riverton

Day 7 EV-Sheridan

Day 8 EV- Sherman

Day 9 EV- Summit* *PM may need to change date due to delivery or pick-up)

- a. In the event that the date does not work for specific Municipal Clerk, they can trade "their respective day" with another Municipal Clerk once notification is given to the County Clerk.
- b. Site Coordinator will provide five (5) election inspectors from their respective jurisdiction to work. Three (3) for the day, and two (2) contingent inspectors. Note: Number of election inspectors may change based on need at EV Polling Site.
- c. Site Coordinator will be responsible for initial download, and daily updates of early voting Electronic poll book laptop (QVF-voter history upload). This may change as needed once process is started and better understanding obtained.
- d. Day 1 Site Coordinator will also be responsible for set up of EV Polling Site and making sure all equipment is up and polls are ready to receive voters at 8.a.m.on their respective day, and will close site at 4 p.m. securing all equipment after balancing of EPB, Apps to

vote, and tabulator. All equipment and ballots to be locked in proper containers, documented, EPB laptop updated to QVF, and secured in Library server room.

- e. Day 9 Site coordinator will be responsible to tear down EV Polling Site and making sure all equipment is sealed/documented in respective areas, and then packed into locking cage rolling unit for pick-up by PM DPW. Site Coordinator does understand that tabulator reports cannot be run until Election Day and ***that any leaking of voted information is a felony.***

5. **Board of Election Commissioners:** Each Municipalities Board of Election Commissioners will be responsible for approving the consolidated early voting site election inspectors and providing a list to the Early Voting Coordinator #1 (County Clerk) of those inspectors. Election Commission Boards will also be responsible for appointment of Receiving Board(s), which in this agreement would be Pere Marquette Charter Township Precinct 1 Election Workers. Clerk from each municipality will also provide a list of Election Inspectors that would be willing to work additional days for other municipalities. The selection of election inspectors will be governed by MCL 168.674. Municipalities understand that the State of Michigan hourly Election Inspector reimbursement is \$15 per hour. Salaries and fringe benefits over this allowed amount are the responsibility of the respective municipality to reimburse.

6. **SERVICES TO BE Provided by the Parties (County or Township):** The parties agree to provide the following services:

- A. Provide a location for secured voting for all residents for nine (9) consecutive days, eight (8) hours each day. **County.**
- B. Provide record of voters from each jurisdiction as allowable by QVF and conduct daily updates of the EPB. **Township.**
- C. Provide election inspectors. **Township.**
- D. Provide voting equipment and supplies. **County and Township.**
- D. Assign an Early Voting Site Coordinator. **County**-Alphabetical order as noted, rotating.
- E. Newspaper publications: Early Voting Site, public accuracy testing, Registration notice, and Election notices published as required by law. **County and Township.**
- G. Retain all election material as required by retention statutes in PM Election Vault. **Township.**
- H. Election Commissions: Complete Public Accurac Testing with minutes MCL 168.794a (3) and MCL 168.798. Testing must be held in accordance with the Open Meetings Act. **Township.**

7. **Early Voting Site:** The parties agree to conduct and administer an early voting site at the Mason County District Library, 204 E. State Street, Scottville, MI 49454. (Back-up contingency location will be the Custer Township hall.)

8. **Early Voting Hours:** All early voting sites will be open for the required nine (9) consecutive days, beginning on the second Saturday before a statewide or federal election and ending on the Sunday before a statewide or federal election. Each site must be open for at least eight (8) hours each day. The following hours will be kept for each early voting site:

Saturday	8 AM to 4 PM
Sunday	8 AM to 4 PM
Monday	8 AM to 4 PM
Tuesday	8 AM to 4 PM
Wednesday	8 AM to 4 PM

Thursday	8 AM to 4 PM
Friday	8 AM to 4 PM
Saturday	8 AM to 4 PM
Sunday	8 AM to 4 PM

Note: Site Coordinator and election inspectors will need to arrive early to "open" the polls, take oaths of office, run zero tape, etc. All regular duties necessary when dealing with polling location opening. Closing of polling location will take place at 4 p.m. with the balancing of Apps to vote, to ballots tabulated, to voters in EPB electronic lap top. Clerk will need to upload EPB history to the QVF. This may result in a longer day for Site Coordinator and election inspectors.

9. **QVF Controller:** The County will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.
10. **Public Communication:** The County Clerk, or a Deputy County Clerk, will give public notice of the dates and hours for early voting at the joint early voting site(s) in the local paper. This will be in conjunction with other publications-i.e. Registration Notice. The township clerks will be responsible for mailing or emailing each registered elector a separate notice as required by Michigan Election Law.
11. **Secretary of State Communication:** The County Clerk, or a Deputy County Clerk, will be responsible for providing the Secretary of State with necessary information for Early Voting Sites to be posted on the Department of State's website. Currently two Early Voting Sites in Mason County: Site: 1. Mason County District Library. Site 2. City of Ludington.
12. **Budget and Cost Sharing:** The County will be the fiduciary for any reimbursements from the State of Michigan. Municipalities will be required to submit any reimbursable expenses to the County Clerk associated with the respective State/Federal Election within 30 days of the date of the Election. Note: Subject to change based on information not received from State yet.
 - a. The County and the Municipalities, respectively, shall be responsible for the payment of salaries, wages, and other compensation due its staff for services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State, and local governments.
 - b. Any other costs shall be shared equally between the municipalities unless defined under a separate agreement or otherwise agreed to by the parties. Salaries for election inspectors above the allowed State \$15 per hour will be the responsibility of the respective municipalities to compensate.
13. **Compliance with the Law, Applicable Law, and Venue:** The parties, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State, or local laws, ordinances, rules, and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan.

- 14. Modification of Agreement:** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- 15. Agreement Term:** The parties shall commence performance of the services required under this Agreement on January 01, 2024, and the Agreement shall continue with no fixed term.
- 16. Termination of Agreement:** A party shall have the right, upon thirty (30) calendar day's prior written notice to terminate/withdraw from this Agreement. If a party terminates/withdraws from the Agreement for any reason, the Clerk of the municipality terminating/withdrawing from the Agreement must submit a revised Early Voting Plan to the County Clerk outlining the manner in which early voting will be provided and send a copy to the Secretary of State/Bureau of Elections. A party to this municipal joint agreement may not terminate/withdraw from the agreement during the period beginning 150 days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year. Party withdrawing from agreement understands that it will be the respective municipalities' responsibility for all expenses associated with holding Early Voting Site at Township.
- 17. Invalid Provisions:** If any provision of this Agreement is held to be invalid, it shall be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.
- 18. Certification of Authority to Sign Agreement:** The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

_____ Printed name of County Clerk	_____ Signature of County Clerk	_____ Date
_____ Printed name of Clerk Amber	_____ Signature of Clerk	_____ Date
_____ Printed name of Clerk Branch	_____ Signature of Clerk	_____ Date
_____ Printed name of Clerk Custer	_____ Signature of Clerk	_____ Date
_____ Printed name of Clerk Eden	_____ Signature of Clerk	_____ Date
_____ Printed name of Clerk Free Soil	_____ Signature of Clerk	_____ Date

Printed name of Clerk Grant	Signature of Clerk	Date
Printed name of Clerk Hamlin	Signature of Clerk	Date
Printed name of Clerk Logan	Signature of Clerk	Date
Printed name of Clerk Meade	Signature of Clerk	Date
Printed name of Clerk PM Charter	Signature of Clerk	Date
Printed name of Clerk Riverton	Signature of Clerk	Date
Printed name of Clerk Sheridan	Signature of Clerk	Date
Printed name of Clerk Sherman	Signature of Clerk	Date
Printed name of Clerk Summit	Signature of Clerk	Date
Printed name of Clerk Victory	Signature of Clerk	Date
Printed name of Clerk City of Scottville	Signature of Clerk	Date