VILLAGE OF STOCKBRIDGE COUNCIL MEETING AGENDA Monday, June 6, 2022 at 7:00pm VILLAGE OFFICE LOCATION: 305 W. Elizabeth St. Room 112 Stockbridge MI 49285

- 1. Meeting called to order:
 - a. Roll Call
 - b. Pledge of Allegiance
 - c. Approval of the June 6, 2022 Council Meeting Agenda
 - d. Approval of the Meeting Minutes: Regular Minutes of May 9, 2022 and Special Minutes May 31, 2022
 - e. Financials
- 2. PRESENTATION:
 - a. Capital Area District Library
- b. Faith and other Community Leaders (FOCL)
- 3. Public Comment
- 4. Police Report
- 5. Committee Reports:
 - a. Personnel
 - b. Budget
 - c. Building
- 6. Old Business:
 - a. Consideration of the Ordinance: Sale of Village Property
- 7. New Business
 - a. Outboard Motor Purchase
 - b. Positively Chiropractic 5K Run
 - c. Cemetery Grave Reimbursement
 - d. MITN Bid System
 - e. Approval of the IT Contract with IT Right
 - f. Amendment to Personnel Manual: Holiday Pay Hours
 - g. Weingartz Credit Application
 - h. Police Officer Pay Scale/Holiday Pay/Matthew Martus to Full-time Status
 - i. Deer Cull (Kim Morehouse)
 - j. Chickens (Kim Morehouse)
- 8. Public Comment
- 9. Council Comments
- 10. Adjournment



VILLAGE OF STOCKBRIDGE Council Meeting 305 W. Elizabeth Street, Room #112 May 9, 2022 at 7:00pm UNAPPROVED Minutes

Meeting called to order by President Howlett at 7:00pm

- a. Roll Call:
 - PRESENT: President Molly Howlett Pro-Tem Frederick Cattell Trustee Kim Morehouse Trustee Greg Uihlein Trustee Richard Mullins Trustee Chadwick Quintanilla

ABSENT: Trustee Anne Moceri

Others Present:

Debbie Nogle, Village Clerk Darwin D.P. McClary, Village Manager John Gormley, Village Attorney John Torres, Police Chief Citizens were also present.

b. <u>Pledge of Allegiance</u> President Howlett led the pledge of allegiance.

d. Approval of Agenda

MOTION by Uihlein, SUPPORTED by Quintanilla, APPROVED; the May 9, 2022 agenda as presented.

Motion carried unanimously.

e. Approval of Minutes

MOTION by Mullins, SUPPORTED by Morehouse, APPROVED; Regular Meeting Minutes of April 4, 2022, as presented by Clerk Nogle. Motion carried unanimously.

MOTION by Mullins, SUPPORTED by Morehouse, APPROVED; Special Meeting Minutes of April 20, 2022 as amended to change the approved to unapproved. Motion carried unanimously.

1. **<u>Public Comment</u>** – There was public comment.

2. FINANCIAL REPORT:

a. Accounts Payable

MOTION by Uihlein, SUPPORTED by Mullins, APPROVED; the accounts payable as presented by Clerk Nogle. AYES: Morehouse, Mullins, Uihlein, Cattell, Quintanilla, Howlett NAYS: None ABSENT: Moceri MOTION PASSED



VILLAGE OF STOCKBRIDGE Council Meeting 305 W. Elizabeth Street, Room #112 May 9, 2022 at 7:00pm UNAPPROVED Minutes

MOTION by Uihlein, SUPPORTED by Mullins, APPROVED; add Old Business: \$300.00 uniform allowance; add f. Signs to New business. Motion carried unanimously.

POLICE REPORT

Council reviewed police report

OLD BUSINESS

DPW Laborers I and Laborer II Wages MOTION by Mullins, SUPPORTED by Quintanilla, APPROVED; accept the pay grade for DPW Laborer I and Laborer II pay increases. Ayes: Quintanilla, Mullins, Uihlein, Cattell, Morehouse, Howlett Nays: None Absent: Moceri MOTION PASSED

Cross Connection Control Program

MOTION by Howlett, SUPPORTED by Cattell, APPROVED; hire Hydrocorp for 24-month contract in the amount of \$5,544.00, pending satisfactory review by the Village Attorney. Ayes: Mullins, Uihlein, Cattell, Quintanilla, Morehouse, Howlett Nays: None Absent: Moceri MOTION PASSED

DPW Uniform Allowance

MOTION by Cattell, SUPPORTED by Quintanilla, APPROVED; table the uniform allowance to DPW discussion.

Motion carried unanimously.

NEW BUSINESS

4990 S. Clinton Street - Relinquish Tap

MOTION by Howlett, SUPPORTED by Cattell, APPROVED; allow Crossroad Community Church to relinquish their tap at 4990 S. Clinton Street, contingent upon proper disconnection and abandonment of the line.

Motion carried unanimously.

Bank Signer - Darwin D. P. McClary

MOTION by Howlett, SUPPORTED by Uihlein, APPROVED; to add Village Manager Darwin D.P. McClary as an additional signer at Independent Bank and The State Bank. Motion Carried Unanimously.



VILLAGE OF STOCKBRIDGE Council Meeting 305 W. Elizabeth Street, Room #112 May 9, 2022 at 7:00pm UNAPPROVED Minutes

Cemetery Mowing Proposals

MOTION by Howlett, SUPPORTED by Cattell, APPROVED; authorize the Village Manager McClary to work with David Dillard to hire a seasonal employee or contract with a lawn care company. Ayes: Quintanilla, Cattell, Uihlein, Morehouse, Mullins, Howlett Nays: None Absent: Moceri MOTION PASSED

Tire on Irrigation Pivots

MOTION by Howlett, SUPPORTED by Cattell, APPROVED; authorize the Village Manager to purchase four new tires and two spares for the irrigation pivots up to \$5,500.00. Ayes: Mullins, Morehouse, Quintanilla, Uihlein, Cattell, Howlett Nays: None Absent: Moceri MOTION PASSED

Skate Ramp Removal

MOTION by Howlett, SUPPORTED by Mullins, APPROVED; sell the Skate Ramp "as is" and require the buyer remove it by the end of June 15, 2022; Buyer to sign a Hold Harmless prior to removing the ramp. Ayes: Mullins, Morehouse, Quintanilla, Uihlein, Cattell, Howlett Nays: None Absent: Moceri MOTION PASSED

Public Comment There was public comment.

ADJOURNMENT:

MOTION by Quintanilla, SUPPORTED by Cattell, APPROVED to adjourn the Council Meeting at 9:02pm.

Respectfully submitted:

Debbie Nogle, Village Clerk



VILLAGE OF STOCKBRIDGE Special Council Meeting 305 W. Elizabeth Street, Room #112 May 31, 2022 – 6:30 pm DRAFT Minutes

Meeting was called to order by President Howlett at 6:34 pm.

a. Roll Call:

PRESENT: President Molly Howlett Pro-Tem Frederick Cattell Trustee Chad Quintanilla Trustee Richard Mullins Trustee Kim Morehouse Trustee Greg Uihlein

ABSENT: Trustee Anne Moceri Others Present: Darwin McClary, Village Manager John Gormley, Village Attorney

Citizens were also present.

b. <u>Pledge of Allegiance</u> President Howlett led the pledge of allegiance.

 c. <u>Approval of Agenda</u> MOTION by Uihlein, SUPPORTED by Cattell, APPROVED; to approve the May 31, 2022, Special Meeting Agenda. MOTION PASSED UNANIMOUSLY.

PUBLIC COMMENT – None

ITEMS FOR CONSIDERATION

"A Day in the Village" Event Review

MOTION by Mullins, SUPPORTED by Cattell, APPROVED; to co-sponsor "A Day in the Village" event with the Stockbridge Area Chamber of Commerce due to a finding that the event provides valuable regional promotion of the village. MOTION PASSED UNANIMOUSLY

MOTION by Mullins, SUPPORTED by Uihlein, APPROVED; to direct the Village Manager and Village Attorney to draft a public facility use/lease policy for consideration by the village council and to perform a review of park rules. MOTION PASSED UNANIMOUSLY



VILLAGE OF STOCKBRIDGE Special Council Meeting 305 W. Elizabeth Street, Room #112 May 31, 2022 – 6:30 pm DRAFT Minutes

Adoption of Policy on Remote Attendance by Council Members at Village Council Meetings MOTION by Quintanilla, SUPPORTED by Cattell, APPROVED; to direct the Village Manager and Village Attorney to draft a formal policy for council consideration to permit council members to attend village council meetings remotely under certain conditions and in accordance with law.. AYES: Quintanilla, Morehouse, Mullins, Cattell, Howlett NAYES: Uihlein

ABSENT: Moceri ABSTAIN: None MOTION PASSED

CLOSED SESSION

MOTION by Mullins, SUPPORTED by Quintanilla, APPROVED; to convene into closed session for the purpose of receiving and reviewing an attorney-client privileged communication relating to a personnel matter in accordance with Section 8(1)(h) of the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, being MCL 15.268(1)(h). AYES: Morehouse, Mullins, Cattell, Quintanilla, Uihlein, Howlett NAYES: None

ABSENT: Moceri ABSTAIN: None MOTION PASSED UNANIMOUSLY

Village council recessed at 7:38 PM,

Village council reconvened at 7:46 PM.

Village council convened into closed session at 7:46 PM.

MOTION by Mullins, SUPPORTED by Cattell, APPROVED; to reconvene into open session. MOTION PASSED UNANIMOUSLY

Village council reconvened into open session at 8:44 PM.

ACTION FROM CLOSED SESSION

MOTION by Howlett, SUPPORTED by Cattell, APPROVED; to authorize the Village Attorney and Village Manager to take all necessary actions relating to this personnel matter as discussed in closed session.

MOTION PASSED UNANIMOUSLY



VILLAGE OF STOCKBRIDGE Special Council Meeting 305 W. Elizabeth Street, Room #112 May 31, 2022 – 6:30 pm DRAFT Minutes

ADJOURNMENT: MOTION by Howlett, SUPPORTED by Cattell, APPROVED to adjourn the Council Meeting at 8:46 pm. MOTION PASSED UNANIMOUSLY

Respectfully submitted:

Darwin McClary Village Manager

		DUD TNIPD
Ver	Check	Check Date
		DB: Stockbridge
		User: CLERK
	PM	06/03/2022 02:36

CHECK REGISTER FOR VILLAGE OF STOCKBRIDGE CHECK DATE FROM 05/01/2022 - 05/30/2022

Page: 1/1

11- 2000				
Check Date	Check	Vendor Name	Description	Amount
Bank INDEP				
5/09/202	19575	ASSOCIATED GOVERNMENT SERVICES		460.00
5/09/202	19576	CARD MEMBERSHIP SERVICES	3/17-4/14/2022 CREDIT CARD	499.12
5/09/202	19577	CLASSIC EMBRIODERY	WINDOW ENVELOPES	200.00
05/09/2022	19578	CMP DISTRIBUTORS, INC	LEFT HANDED HOLSTER	152.50
5/09/202	\sim	CONSUMERS ENERGY	3/17-4/17/2022 ELECTRIC	7,382.69
S	00	ETNA SUPPLY	3/4 METERS	2,800.00
05/09/2022	19581	FRONTIER COMMUNICATIONS	3/19-4/19/2022 LIFT STATIONS	169.88
05/09/2022	20 20	INFRASTRUCTURE ALTERNATIVES	WATER/WASTEWATER	5,267.31
05/09/2022	00	JK OF MICHIGAN	TROUBLE SHOOT PUMP #1	384.00
05/09/2022	30	MICHIGAN MUNICIPAL LEAGUE	ADVERTISMENT	81.96
05/09/2022	19585	MOLLY HOWLETT	PAPERTOWELS/BATTERIES	43.44
05/09/2022	19586	VERIZON WIRELESS	OFFICE CELL PHONES 3/20-4/19/2022	240.46
05/10/2022	19587	BYRUM ACE HARDWARE-STOCKBRIDGE	APRIL 2022 HARDWARE STORE	24.28
05/10/2022	19588	CLASSIC EMBRIODERY	BUSINESS CARDS	30.00
05/10/2022	19589	CONSUMERS ENERGY	4/1-4/30/2022 ELECTRIC BILLS	1,491.23
05/10/2022	19590	GRANGER	APRIL 2022 GARBAGE	4,364.80
05/10/2022	19591	M&K JETTING AND TELEVISING, INC.	MAINT.CLEANING LIFT STATION	2,025.00
05/10/2022	19592	RIGHT WAY CONTROL SERVICES	WEED VEGETATION MANAGEMENT	3,055.00
05/10/2022	19593	SCADA	PERFORM PROGRAM CHANGES REPLACE CELL MOD	1,024.98
05/10/2022	19594	STOCKBRIDGE HOLDINGS LLC	MARCH 2022 GAS	1,006.62
05/10/2022	19595		WATER SAMPLE ANALYSIS	264.00
05/10/2022	19596	WOW! BUSINESS	DPW OFFICE PHONE/INTERNET	124.87
05/10/2022	19597	WOW! BUSINESS	4/23-5/22/2022 OFFICE PHONE	330.93
05/26/2022	19602	CANON FINANCIAL SERVICES	OFFICER COPIER	285.58
05/26/2022	19603	CARD MEMBERSHIP SERVICES	4/15-5/17/2022 CREDIT CARD PURCHASES	804.40
05/26/2022	19604	CONSUMERS ENERGY	4/1-4/30/2022 ELECTRIC BILL	1,344.64
05/26/2022	19605	CURRENT ELECTRIC MOTOR SUPPLY, INC	MOTOR REPAIRS	450.00
05/26/2022	19606	ELHORN ENGINEERING CO	EL-CHLOR 30 GAL DRUM	621.00
05/26/2022	19607	FIBERTEC ENVIRONMENTAL SERVICES	MSU SPNL	570.00
5/2	19608	STEPHENSON & COMPANY, P.C.	FY2022-23 AUDIT PREP OF F-65, ACT 51	3,125.00
/2	19609	USA BLUE BOOK	WATER TEST SUPPLIES	1,302.40
05/26/2022	19610	BLUE CROSS BLUE SHIELD OF MI	JUNE 2022 HEALTH INSURANCE	4,044.93
5/2	19611	CASKEY MITCHELL FUNERAL HOME	DUE TO BEING DES	7,756.44
	19612	CONSUMERS ENERGY	LECTRIC	13,892.40
5/2	19613	F44	WATER/WASTEWATER	4,225.00
5/2	-	NORTHERN PUMP & WELL	ANNUAL OF INSPECTION OF 2 WELLS	500.00
5/2	61	ROYAL STONE LLC	FOUNDATIONS FOR CEMETERY	75.00
05/26/2022	19616	VC3, INC.	DUO ENTERPRISE 2FA SECURITY	72.00
TNDFD TATALS.				

Total of 38 Checks: Less 0 Void Checks: INDEP TOTALS:

Total of 38 Disbursements:

70,491.86 0.00 70,491.86

STOCKBRIDGE POLICE DEPARTMENT CALLS FOR POLICE SERVICE

¥1

ł

2022

Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Abandon Vehicle			ч										1
Alarm	1	1											2
Animal complaint													
Armed/Unarmbed Robbery													
Arrest (Misd)		ц				1							2
Arrest (Felony													
Arson													
Assist Outside Agency	3	5	4	1		2							15
Assist SAESA													
Assault & Battery (simple)					1				-				
Assault -Domestic				1	-								1
Aggravated Assault													
Assault - Felonious													
Assault GBH													
Check Welfare													
Breaking & Entering			1										ц
Child/Adult Abuse & Neglect													
Citation Insp													
Citizen Asst													
Civil Situation													
Counterfeit													
Criminal Sexual Conduct						1							ц
(Forcible Rape)													
Curfew Violation													
DOA - Sudden Death					1	1							2
Disorderly Person													
Domestic Disturbance			2										2
Driving Law Violations							-						1

Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Drug Overdose													
Embezzlement													
False Police Report													
Family Trouble													
Fail To Return Prop													
Fire													
Fireworks													
Flee and Elude					4	1							2
Found/Lost Prop			1										1
Fraud													4
Furnish Alcohol-Minors													
General information		2	1	1	1	2							7
Guns-Per/Safety Inspec/Sales			1	1						1			2
Harassment						1							1
Healt & Safety													
Immigration													
Illegal Dumping/Littering													
Indecent Exposure													
Invasion of Privacy				<u> </u>									
Involuntary Commitment													
Juvenile Trouble													
K-9 Search													
Larceny of gas													
Larceny				1	2								3
Larceny (attempt)													
LEIN Validation		1				2							3
Littering													
Liquor Insp													
Lockout Service				1									1
Malicious Mischief													
Malicious Destruction/Property													
Medical Assist													
MIP Tobacco													

Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MIP Alcohol													
MIP Marihuana	1												
Missing Person		1											
Motorist Asst													
NSF Check													
Noise Complaint													
Obscenity													
Obstructing Police													
Open door/window													
OWI/OUID													
Open burning/Ord. Viol								_					
Open Intoxicants													
Ordinance Violation													
Parking Complaint													
Private Property Crash			1										
PPO/Conditional Bond													
Recovered Stolen Prop													
Runaway													
Stalking													5
Sex offense other													
Sex Offender Viol													
Suicide / Att. Suicide													
Soliciting w/o Permit													
Suspicious Incident		1											
Threats					2								
Traffic Crash	1		1	1									3
Traffic Crash Hit/Run	1			1	1								
Trespassing		1											
Trouble W/Subjects													
Truancy													
UDAA/Att. UDAA		1											
Unlawful Entry													
1 ttering / Publishing													

.

8

Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
VCSA			1										1
Weapons Complaint		1											1
911 Hang-UP													
Total	12	15	15	8	15	0							64
Tickets	3	5	1	1	2								12
Parking Tickets	2	3	0	0	0	0							ъ

٩.



BOARD ACTION SUMMARY SHEET

BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Consideration of Ordinance to Authorize Sale of Village Property - Alleyway - Portion of Property Identified as Tax Parcel ID No: 33-42- 16-27-233-003
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Council is being requested to consider adopting an ordinance to authorize the sale of certain village-owned alleyway property located in the southwest quadrant of the downtown area, property tax ID no. 33-42-16-27-233-003. The property is proposed to be sold for redevelopment of the property and adjacent property as a restaurant with liquor services. The sale of the property is subject to certain performance conditions and possible reversion righs if the development project does not proceed within certain time limits.

Attached is the proposed ordinance for the information and consideration of council. Village Attorney Gormley will be present to answer any questions council may have regarding the proposed ordinance.

ALTERNATIVES ANALYSIS:

ADOPT THE ORDINANCE AS PRESENTED OR WITH ACCEPTABLE MODIFICATIONS.

If council adopts the ordinance as presented or with modifications acceptable to the purchaser, the property will be sold to the purchaser. The purchaser will then be responsible for completing the restaurant development project under the conditions and deadlines imposed by the ordinance. Failure to perform in accordance with the ordinance's requirements could result in the property reverting to the village. The redevelopment of the property for a restaurant with liquor services could result in growth in tax base in the downtown area and increased tax revenue and creation of additional local jobs.

TAKE NO ACTION. If council opts to take no action, this development project will not proceed as proposed.

PREVIOUS BOARD ACTION:

05/09/2022 - Council discussed the draft ordinance and tabled action until further clarification on the conditions of the sale could be obtained from administration.

FINANCIAL IMPACT:

If approved, the property will be sold to the purchaser for \$1.00. The transaction would create an opportunity for the redevelopment of the project for a restaurant with liquor services, create a destination business in the downtown, increase the tax base and tax revenue, and increase the number of local jobs.

RECOMMENDED MOTION:

To be determined

ATTACHMENTS:

Proposed Ordinance - Sale of Village-Owned Alleway Property

ORDINANCE NO.

VILLAGE OF STOCKBRIDGE (Enacted June 6, 2022)

AN ORDINANCE TO SELL THE ALLEY AT A PRIVATE SALE

The Village of Stockbridge, Michigan ordains:

SECTION 1. Pursuant to MCL 67.4, the Village will sell the "alley" via a private sale to the same Simmon's entity that is purchasing the Spadafore family property to the east on the following terms and conditions:

- A. The purchase price for the "alley" to be One (\$1.00) Dollar. The Village considers this fair and adequate consideration, given:
 - a. the narrow nature of the property restricts it from being successfully constructed on by anyone else other than an adjoin property owner, which reduces the market value;
 - b. the spadafore building already owns the "air deed" to the building constructed "above" the alley, which makes it practically difficult for anyone else to construct a building on the site and decreased the market value considerably;
 - c. the buyer has committed to expend the legal fees necessarily incurred by the Village in quieting title to the alley and the Village's title is imperfect to the "alley," which limits its marketability;
 - d. turn the "alley" over to a private owner will decrease the Village's fiscal liability to maintain the alley and increase the tax base in the downtown district;
- B. The buyer to pay the actual costs and attorney fees incurred by the Village Attorney in a legal action to quiet title to the "alley," as a pre-condition to this sale;
- C. The buyer to provide a staked survey by a licensed surveyor to the Village outlining the legal description of the entire alley limiting the "alley" to be purchased to the perimeter of the walls of east and west buildings. Further limiting the perimeter of the north and south property lines of the "alley" being sold to no further north and south than an east west line between the two buildings' footprints on the north and south sides, regardless of the current legal description of the entire alley. The Village shall retain ownership of any other "alley" property located outside of this area being sold;

- a. the Village has the power to abandon an "alley" pursuant to MCL 67.13. However, MCL 67.13 requires the Village to include the description of the portion of the Alley being abandoned in the Ordinance, so if the sale moves to completion as contemplated in this Ordinance, then the Buyer must provide a staked survey to outline the portion of the Alley being sold and the Village shall adopt a second Ordinance declaring that portion of the Alley abandoned and recorded it at the Ingham County Register of Deeds.
- D. The sale conditioned on the buyer contemporaneously buying the Spadafore family's building to the east of the Alley;
- E. There shall be a deed restriction on the sale requiring that the buyer open to the public the Spadafore's building and the alley as a restaurant with liquor services within an 18 month period of purchasing the alley, or the Village shall have the right to repurchase the "alley" property for One (\$1.00) Dollar. This deed restriction shall run with the land;
- F. There shall be a deed restriction on the sale providing the Village reserves a right of first refusal to buy the "Alley" back from the then current owner for One (\$1.00) Dollar, if the building ceases to operate as a restaurant with liquor services within ten (10) years of the transfer of the "alley" to the buyer. This deed restriction shall run with the land; and
- G. The Alley being sold is a portion of the property identified as tax parcel ID No: 33-42-16-27-233-003.
- SECTION 2: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Village of Stockbridge declares that it would have passed this Ordinance and each section, subsection, clause, or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, and phrases be declared unconstitutional.
- SECTION 3: That this Ordinance and the related rules, regulations, provisions, requirements, orders, and matters established shall take effect immediately upon publication, except any penalty provisions which shall take effect twenty (20) days after publication, pursuant to MCL 66.1.
- SECTION 4: Repealer All Ordinances or parts of Ordinances in conflict with this Ordinance are repealed only to the extent necessary to give all provisions of this Ordinance full effect.

Adopted at a regular meeting of the Village of Stockbridge held on June 6, 2022.

Moved by:	Seconded by:
YEAS:	
NAYS:	
ABSENT:	
ABSTAIN:	

Village of Stockbridge

By: Molly Howlett Village President

Certification of Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Stockbridge, County of Ingham, State of Michigan, at a regular meeting held on the 6th day of June, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the *Open Meetings Act, being Act 267, Public Acts of Michigan, 1976*, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act, and the foregoing Ordinance was published in a newspaper of local circulation on ______, 2022.

Village of Stockbridge

By: Debbie Nogle Its: Village Clerk

Drafted by: John L. Gormley (P53539) Attorney for the Village of Stockbridge Gormley and Johnson Law Offices, PLC 101 Grand River Ave. Fowlerville, Michigan 48836 (517) 223-3758 Email: "john@gormleylaw.net"

C:\Users\chris\TRFC\Matters - Open\Village of Stockbridge\Stockbridge - Ordinances\ORD Amend Ch 34 Art II Water n Art 3 Sewer Sept 2020.wpd



BOARD ACTION SUMMARY SHEET

BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Approval of Purchase of Outboard Motor for Sewer Lagoon Floating Mass Control
RESOLUTION NO.:	
SUBMITTED BY:	David Dillard
DEPARTMENT:	DPW

BACKGROUND SUMMARY:

Public Works Director Dillard is requesting that council approve the purchase of marine outboard motor to control floating masses of sludge, scum, grease, and algae and to help reduce vegetation growth in the sewage lagoons. The use of an outboard motor is recommended as a floating material control method in the village's maintenance manual for the lagoon treatment system.

Director Dillard obtained four (4) price quotes for the outboard motor as follows:

----West Marine - \$2,109.99

---Defender Marine - \$2,422.00

----Mercury Marine - \$2,139.99

----Wilson Marine - \$2,365.00

Director Dillard recommends awarding the purchase to West Marine, the company providing the lowest price for the equipment.

ALTERNATIVES ANALYSIS:

APPROVE PURCHASE OF OUTBOARD MOTOR.

If council approves the purchase of the outboard motor for use in the sewage lagoon ponds, DPW staff will be able to effectively and efficiently manage weed growth and floating masses to improve sewage treatment processes. The cost of the purchase will be borne by the Sewer Fund.

DENY THE PURCHASE OR TAKE NO ACTION.

If council opts to deny the purchase or takes no action, administration will not undertake the purchase, and the work required to manage weed growth and floating masses in the sewage lagoon ponds will continue to be inefficient and less effective. The village runs the risk of failure of sewage treatment processes in the ponds and possible environmental violations if the ponds are not properly maintained and kept free of vegetation and floating masses.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

If the purchase is approved, the cost for the outboard motor will be \$2,109.99 and will be charged to the Sewer Fund.

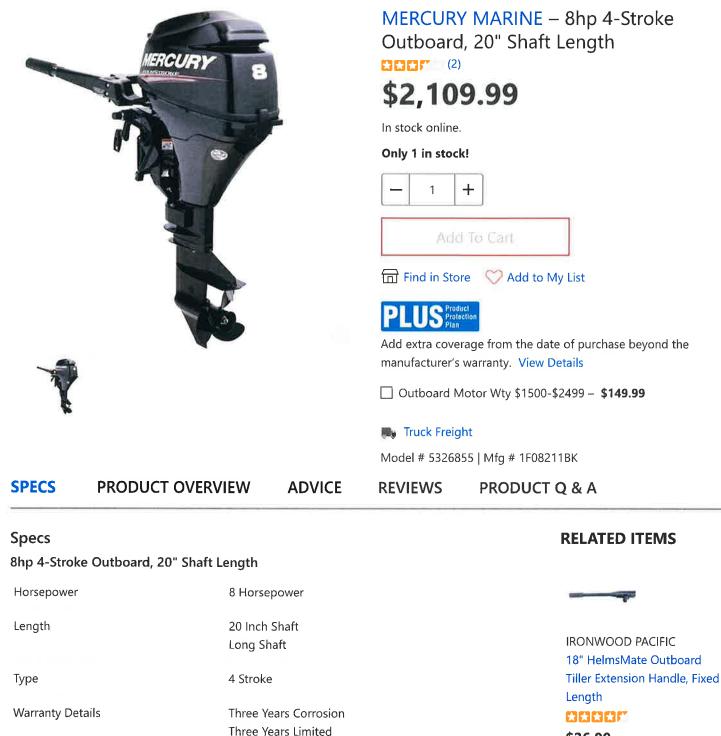
RECOMMENDED MOTION:

To approve the purchase of a Mercury Marine 8hp 4-stroke outboard 20" shaft length motor for the Department of Public Works from West Marine in the amount of \$2,109.00 plus shipping to be used in the sewer ponds for weed control and floating masses management.

ATTACHMENTS:

Outboard Motor Price Quotes and Sewer Maintenance Manual Guidance Excerpt

Boats & Motors / Outboard Motors / 4-Stroke Outboards



\$26.99

Product Overview

Weight

NOT FOR SALE ONLINE IN MISSOURI, LOUISIANA.

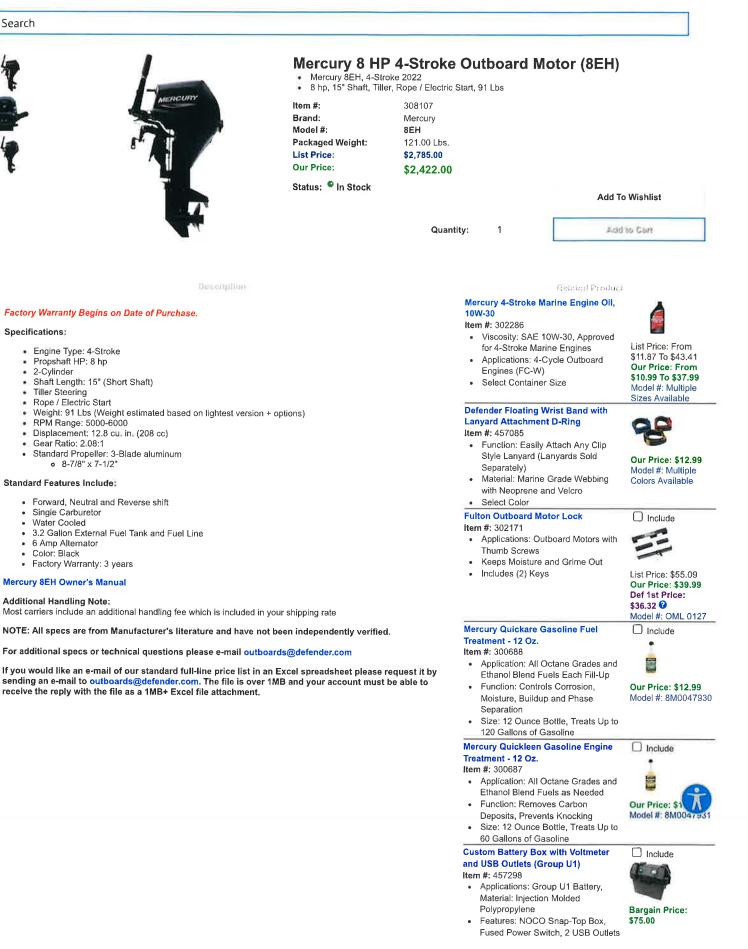
Mercury Marine's 4-stroke technology consumes 40% less fuel than 2-stroke models for

84 Pounds

e rdinary value and savings

IRONWOOD PACIFIC Extension Handle - Fixed, adjusts 36"-53"L \$44.99







Model: 1F08211BK ***** (1) Ask a Question

Accessories Features Specifications Reviews Product Q&A How-To Articles

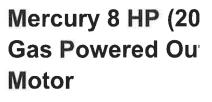
Home / Shop by Brand / Mercury Marine / 1F08211KK



Hover to zoom







Model: 1F08211BK



\$2,139.99

Free Shipping 🕝

In-Stock Ships in 1-2 B

Shipping to 48821 Update :

As low as \$104/mo or 15% Prequalify now





< .



2022 Mercury FourStroke 8 HP 208cc L2 15" Shaft

\$2,365.00



Key Features



> Next

Maintenance Practice R materials can become septic, creating objectionable odors. These masses along with Additionally, herbicides give only annual control. For continual control, the treatments paddling or with an outboard motor. Left unattended, accumulations of these other floating materials such as logs, boards, papers, rags, etc., also provide ideal Floating masses of sludge, scum, grease, and algae should be broken up by herbicides are used repeatedly on a large scale, dramatic shifts in plant populations will have to be repeated for as many years as control is desired. In lakes where can occur which may seriously alter the lake's ecology. conditions. Consequently plants may be killed uver a me CONTROL OF SCUM AND FLOATING MATERIALS 4 areas for mosquito and fly breading. 14.1 Chapter 6

This is an excerpt from our mainTNANCE Manual on how to remove the change thick blanked of Weeds. I have 9 prices included



BOARD ACTION SUMMARY SHEET

BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Positively Chiropractic Be Fit 5K Fun Run
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Dr. Erin Clifton of Positively Chiropractic is requesting permission to use village sidewalks for its annual Positively Chiropractic Be Fit 5K Fun Run to be held on Saturday, June 18, 2022, from 6:00 AM to 9:30 AM. The request includes provision of police services for traffic control on South Clinton Street and Department of Public Works assistance with drop-off of barricade barrels on Friday, June 17.

Attached is a copy of the information submitted by Dr. Clifton regarding the details of the event and a map of the 5K run route.

ALTERNATIVES ANALYSIS:

APPROVE THE REQUEST FOR USE OF VILLAGE SIDEWALKS, POLICE TRAFFIC CONTROL ASSISTANCE, AND DPW BARRICADE ASSISTANCE AS REQUESTED.

If council approves the request, the 5K Fun Run will proceed as planned with village police and DPW assistance. Cost for the village to provide the requested assistance is minimal.

DENY THE REQUEST OR TAKE NO ACTION.

If council denies the request or takes no action, the 5K Fun Run will not be able to proceed using the current route. The sponsor will need to identify alternate routes that do not use village property, police assistance, or DPW assistance and that do not require village council approval.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

Cost to the village to provide assistance for this event is minimal.

RECOMMENDED MOTION:

To approve the request from Positively Chiropractic to use village sidewalks and to provide police assistance for traffic control and DPW assistance for delivery and pickup of barricades for its Be Fit 5K Fun Run to be held on Saturdday, June 18, 2022, with the following conditions: ---The use of the village's sidewalks shall be for the period of 6:00 AM to 9:30 AM on June 18, 2022. ---The police department shall provide traffic control assistance as needed during the conduct of the 5K

Fun Run during the morning of the event.

---The public works department shall provide assistance with the delivery of the barricades on the day prior to the event and pickup of the barricades on the first regular work day following the event. ---Positively Chiropractic shall provide evidence of general liability insurance coverage for the event with an insurance certified issued to the Village of Stockbridge and naming the village as an "additional insured" party for the event with insurance coverage limits acceptable to the Village Manager. ---Positively Chiropractic shall insure that each participant in the event signs a hold-harmless agreement that indemnifies the Village of Stockbridge and its representatives, agents, employees, and volunteers from any claim of injury or damage as a result of the event. Copies of all hold harmless agreements shall be submitted to the village for its files.

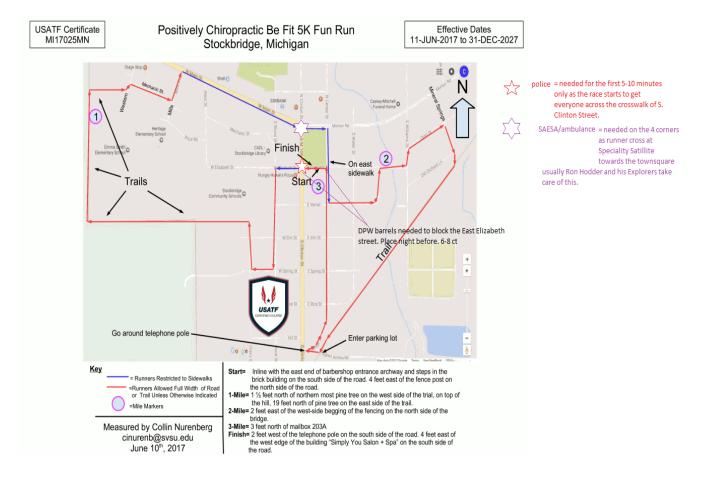
ATTACHMENTS:

Positively Chiropractic Be Fit 5K Fun Run Supplemental Information

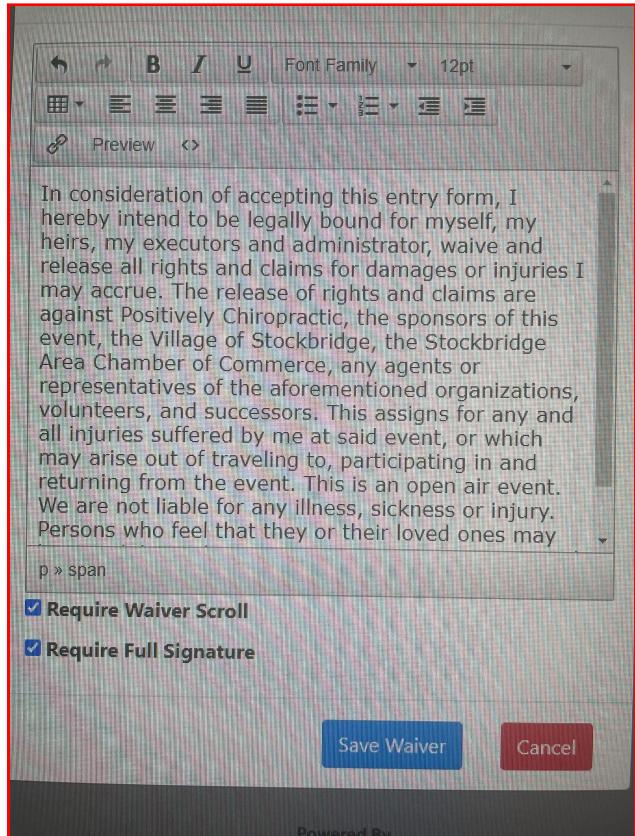
5K Summary for Village, Police, SAESA, DDA and Chamber

The Positively Chiropractic Be Fit 5K Fun Run has been in existence since 2015. It is always the Saturday of Father's Day Weekend and A Day in the Village. It starts at 8am and is over by 9:30am. We start setting up between 6-7am and need the street blocked off as early as possible Saturday morning.

- Usually DPW drops the barrels on Friday at the corner of Clinton/Elizabeth and Center/Elizabeth. Runners number between 100-250 people.
- Police assistance is needed for the first 5 minutes of the race as the large group crosses Clinton street at the crosswalk.
- SAESA (contact Ron Hodder) provides an ambulance and volunteers at the 4-corners. Their presence ensures that drivers are more aware of runners as they cross at the crosswalk.
- Any charges for the above need to be pre-approved with Dr. Erin Clifton of Positively Chiropractic to ensure the accuracy of the budget. <u>info@positivelychiropractic.com</u>; <u>etclifton@yahoo.com</u>; 678-852-8610.



Village of Stockbridge is included on the waiver





BOARD ACTION SUMMARY SHEET

BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Cemetery Grave Vault and Casket Damage Claim and Invoice
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Council is being requested to determine whether the village should make payment on a claim for damage to a cemetery vault and casket. There are legitimate questions as to whether village staff damaged the vault or whether the vault was already damaged prior to the cemeterial burial incident in February. Administration's position is that the casket was not damaged as a result of any actions by the village.

Attached is a copy of the summary report from DPW Director Dillard regarding this matter.

ALTERNATIVES ANALYSIS:

MAKE PAYMENT ON THE CLAIM OF CEMETERY VAULT AND CASKET DAMAGE AS PRESENTED. If the village council approves the claim and payment, administration will proceed to issue a check to Caskey Mitchell Funeral Home for the damages. The cost will be borne by the village's General Fund or Cemetery Fund.

AUTHORIZE ADMINISTRATION TO SUBMIT THE CLAIM TO THE VILLAGE'S INSURANCE CARRIER FOR DETERMINATION.

If council authorizes administration to submit the claim to the village's insurance carrier, administration will do so. If the carrier finds that the village was at fault and is liable for the damages, the insurance carrier will cover the cost of the damages. If the carrier denies the claim for any reason, including governmental immunity or no fault, the village council will need to decide if the village should assume the costs.

DENY THE CLAIM OR TAKE NO ACTION.

If council denies the claim or takes no action, this matter could result in litigation. If the village does not report this claim to the insurance carrier, there may be a question as to whether the carrier would provide legal representation and/or coverage for the damages later.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

If the council approves the claim and payment, the cost to the village would be \$7,756.44. This cost would be charged to the appropriate line item of the General Fund or Cemetery Fund. If the council authorizes reporting the claim to the village's insurance carrier, and the carrier approves the claim, it is possible that

there would be no cost to the village since the village has a \$5 million insurance limit with \$0 deductible.

RECOMMENDED MOTION:

To authorize administration to report to the village's insurance carrier the claim by Caskey Mitchell Funeral Home for damages to the Wanda L. Reynolds cemetery burial vault and casket in the amount of \$7,756.44 for a determination on liability, coverage, and payment.

ATTACHMENTS:

DPW Director Summary Report and Photo - Reynolds Cemetery Burial Vault and Casket Damage Cl

Darwin McClary

From:	David Dillard <ddillard@vosmi.org></ddillard@vosmi.org>
Sent:	Thursday, June 2, 2022 3:58 PM
То:	manager@vosmi.org
Subject:	Reynolds Casket Damage
Attachments:	cemetery 1.jpg; 876AF74B-7586-47BF-B9EE-E3A9306D9368.heic; 0CF9C5AE-
	BF60-44DA-B6F6-710434AE24DD.heic

Darwin, On February 22,2022 I was digging a grave for Robert Reynolds Section F Lot 8 Plot 5 for a burial later that day. The grave warmer was placed out the night before. The frost was 4" thick at that time. Matt Thomas (IAI) was assisting me in the dig since I was the only Village employee at this time.

The dig was going normal until I hooked the lid of the vault (Wanda Reynolds) next to the grave I was digging (Cemetery 1 jpg.). I thought I had hit frost, until I had pulled the lid up. I then set the lid back down, but it was too late the lid had cracked and was off the base. I then stopped and called Molly to inform her and either Molly or I called John Mitchell from the Funeral Home to inform him.

John Mitchell showed up and informed us he will have to replace the vault, and they did a false set up for Robert and stored the body until this was resolved. John needed to get disinterment paperwork filed through State.

Matt and I then had to completely expose the Vault of Wanda in order for the Vault company to be able to remove from ground to switch vaults. While hand digging around the Damaged Vault we realized the Vault was broken on the East end also (foot end). When we exhumed the vault it was discovered the casket on the inside was also rotted from water and needed replacing.

I hit the vault no doubt, but I am not the reason for the rotted casket, and I feel the vault was already damaged and that is how water seeped into vault and rotted casket.

Both Casket and Vault were high end. I know the casket was made of Cherry.





BOARD ACTION SUMMARY SHEET

BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Authorization to Join Michigan Intergovernmental Trade Network (MITN) for Purchasing and Bidding
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Village Manager McClary is requesting authorization to have the village join the Michigan Intergovernmental Trade Network (MITN) bidding and purchasing system. The system is a comprehensive, web-based portal that permits the village to set up bid solicitations electronically. The system was established by twelve Michigan municipalities to coordinate bidding and purchasing to achieve cost savings through economies of scale while allowing the sharing of bid specifications, contract awards, and other documents and information with each other. The system is comprehensive and provides access to vendors across Michigan and nationally. The system tracks every action made in the bid process, including posting of documents, notifications to potential vendors, downloading of documents by vendors, uploading of answers to bid questions and bid document addenda, and award of contracts. The system also provides for online bid submissions if the municipality opts to accept electronic bids.

The system works by having local vendors register on the system. This process takes about five minutes and is free of charge. The vendor can then search the system at any time for current bid opportunities based on their good or service codes. The vendor also has the option to subscribe to the system's automatic E-mail notification service for bid opportunities at a cost of about \$100 annually. The village will set up each bid process in the system and upload bid documents for vendors to access. Vendors download the bid documents, prepare their bid submittals and submit bids by the deadline indicated in the system. The village can search specific vendors to determine if they are registered, and, if not, contact those vendors to invite them to register. Upon signing up for the system, BidNetDirect will send out a mailing to all local vendors letting them know that the village joined the system and encouraging them to register.

The Village Manager strongly recommends that the village join the system due to the ease of use, streamlining of bidding procedures and compliance, and cost effectiveness.

ALTERNATIVES ANALYSIS:

AUTHORIZE THE VILLAGE TO JOIN THE MITN BID SYSTEM.

If the council authorizes the village to join the MITN bid system, administration will proceed to execute the necessary documents and begin the set-up and training processes. The village can begin using the system within a couple weeks. Utilizing the system will significantly streamline the village's bidding and purchasing processes and greatly enhance the village's ability to manage and monitor its compliance with its own purchasing policies. The system will also reach a much larger network of vendors for bid opportunities and

will allow the village to search and download bid specifications and other documents from other municipalities to reduce the workload in developing bid documents. The system will also allow the village to track local and regional vendors.

DENY THE REQUEST TO JOIN THE MITN BID SYSTEM OR TAKE NO ACTION.

If the council opts to deny the request or takes no action, the village will not have access to this valuable tool for managing its bidding and purchasing procedures. Bidding procedures will continue to be more cumbersome and inefficient.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

There is an initial set-up cost of \$195.00, which covers BidNetDirect's cost to distribute a mailing to local vendors and to set up the village's web portal. There is no other cost at any time to be a member and participate in the bid system.

RECOMMENDED MOTION:

To authorize the Village Manager to execute all necessary documents to permit the village to join and participate in the Michigan Intergovernmental Trade Network (MITN) bid solicitation system.

ATTACHMENTS:

MITN Bid System Services Agreement and Information



Phone #: (800) 835-4603 Fax #: (800) 721-6985

AGREEMENT FOR SERVICES

Parties to this Agreement: The parties to this Services Agreement (hereinafter referred to as "the Agreement") are Village of Stockbridge (hereinafter referred as the "Participating Organization") and International Data Base Corp., doing business under the trade name BidNet, a legally incorporated body having its principal place of business at 15 British American Boulevard, Latham, NY 12110 (hereinafter referred to as "BidNet")

RECITALS:

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, BidNet has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services for the Michigan Intergovernmental Trade Network (hereinafter referred to as "MITN")

WHEREAS the Participating Organization wishes to join MITN and benefit from the services provided by BidNet;

THE PARTIES AGREE:

1. Description of Services:

- **1.1.** System Membership: The Participating Organization has agreed to join MITN. It is understood that BidNet will provide the Participating Organization with access to MITN.
- **1.2.** Promotion of System Name: To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote MITN.
- 2. Term of Agreement: This Agreement shall become effective on the date of execution for an initial term of thirty-six (36) months (the "Initial Term). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

3. Payment for Services:

3.1 Participating Organization Fees:

3.1.1. Subscription Fees: There will be no subscription fees incurred by the Participating Organization under this Agreement.

- **3.1.2.** Mailing Fees: BidNet will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers for new members.
- **3.1.3.** Programming Fees: The Participating Organization agrees to use MITN on an "as is" basis. Any customized work to the system requested by the Participating Organization shall be made available on a time and material basis.
- **3.1.4.** Surplus Auction Fees: Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to BidNet for items sold.

3.2 Supplier Registration Fees:

- **3.2.1.** Basic Service: This option gives suppliers access to search for documents of interest for all Participating Organizations actively using MITN at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
- **3.2.2.** Purchasing Group Notification Service: Suppliers that choose to register for this value added service option will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on MITN that matches their profile. In the event of a price change, BidNet will review with the Participating Organization ninety (90) days prior to implementation of any change.
- **3.2.3.** In the event of a price decline, contract renewal or should BidNet at any time, during the life of this agreement, sell the Purchasing Group Notification Service at prices below those offered for MITN, BidNet will immediately extend such lower prices to the MITN membership. Exclusions include; current systems pricing and previous contractual obligations.
- **4. Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
- 5. Entire Agreement: This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
- 6. Amendments: No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
- 7. Governing Law: This Agreement shall be governed by the laws of the State of Michigan.
- **8.** Severability: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- **9.** Work Product Ownership: Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by BidNet in connection of this Agreement, will be the exclusive property of BidNet. The Participating Organization supplier database is not subject to this work product ownership provision and remains the property of the Participating Organizations and upon written notice BidNet will transmit the database to the Participating Organizations in an ODBC compliant format within twenty (20) business days.

- **10. Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access to MITN. Sharing of usernames and passwords is strictly prohibited.
- **11. Warranty:** BidNet shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to BidNet on similar projects.
- **12. Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- **13. Liability and Indemnity:** BidNet agrees to protect, defend, reimburse, indemnify and hold each MITN member, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or any claims based on a contention with the MITN system or any infringes on patents, copyrights or intellectual property or in the performance, non performance or purported performance of the work or services or breach of the terms hereof, except when a MITN member is solely at fault.

The parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

Village of Stockbridge 305 W Elizabeth St, Rm 107 Stockbridge, MI 49285	BidNet 15 British Ame Latham, NY 12	
Printed Name:	Printed Name:	Dan Ansell
Title:	Tile:	Vice President
Date:	Date:	
Signature:	Signature:	



On-Boarding for the BidNet Direct e-Procurement Platform

AGENCY INFORMATION:

Agency Name:	Village	of Stockbridge		
Department Name:				
Address 1:				
Address 2:				
City:			State:	Zip Code:
Website:				
Time Zone:	Easter	n Central	Mountain	Pacific
Threshold for Formal Solicitations:	\$			
Threshold for Informal Solicitations:	\$			
Solicitations Issued Per Year:	Forma	ıl:	Informal:	
Posting Construction Opportunities?	Yes	No		

Please provide a list of the departments you purchase for. If you need additional space, please insert a separate page:

1.	16.
2.	17.
3.	18.
4.	19.
5.	20.
6.	21.
7.	22.
8.	23.
9.	24.
10.	25.
11.	26.
12.	27.
13.	28.
14.	29.
15.	30.



MAIN ADMINISTRATOR CONTACT INFORMATION:

Name:		
Title:		
E-mail:		
Phone:		Ext:
Username:		Activation Password:
Between 3 and 50 characters		Initially set by the system
Role(s):	Buyer Admin	

ROLES	PRIVILIDGES
Buyer Admin	Full access to view/edit/publish formal & informal solicitations, addenda, and award information. Includes the ability to create additional agency users. Is the only role that has the ability to "cancel" a solicitation.
Buyer Coordinator	Full access to view/edit/publish formal & informal solicitations, addenda and awards under their account and on behalf of the organization, but <u>cannot</u> publish addenda and award information for <u>formal</u> solicitations that were created under another buyer.
Buyer Contributor	Ability to <u>view</u> the organization's formal & informal solicitations, and can add attachments (excluding addenda), to solicitations. Cannot create/edit/publish any other information.
Buyer	Ability to create/edit/publish <u>their own</u> formal & informal solicitations, addenda and awards. Can also create/edit/publish <u>informal</u> solicitations and addenda on behalf of the organization, but cannot publish the award the information.
Buyer Read-Only	Ability to view the organization's formal & informal solicitation information. Also has access to reports.
External Resource	Allows access for a specified period of time to allow external associates to assist with answering questions re: bid specs that are received online from vendors.
Informal Buyer	Has the ability to create/edit/publish informal solicitations, addenda and awards under <u>their</u> account. Restricted to informal solicitations only.
Report User	Access to reports.
Researcher	Access to the Solicitation Library.
Bid Evaluation Manager	Full access to the Bid Evaluation Management module to create templates for evaluating/rating responses from vendors. Can also assign Bid Evaluators by solicitation and indicate which sections of the evaluation form they will complete and incorporate deadlines and reminder messages. Also includes the ability to view the organizations formal & informal solicitation information, but <u>cannot</u> create/edit or publish solicitations.
View Only	Ability to view the organization's formal & informal solicitation information. Also has access to reports and the Solicitation Library.



ADDITIONAL USER INFORMATION (add as many users as necessary)

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): *List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	



Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): *List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

Name:	
Title:	
E-mail:	
Phone:	
Username:	
Role(s): * List all that are applicable	
* List all that are applicable	

FOR INTERNAL USE ONLY:

Purchasing Group:	
Agency ID#:	
Account Representative:	
Vendor Mailing Release Date:	
Agency Training Date:	

Village of Stockbridge joins the MITN Purchasing Group

Stockbridge, MI – The Village of Stockbridge announced today that it has joined the MITN Purchasing Group, a regional purchasing group that helps local governments post, distribute, and manage RFPs, quotes, addendums, and awards online. Bidnet Direct's MITN Purchasing Group provides notification to registered vendors of new relevant solicitations and any addenda or award information from over 267 participating agencies from across Michigan. All potential Village of Stockbridge vendors are encouraged to register online with <u>www.bidnetdirect.com/mitn</u> to access upcoming solicitations.

The Village of Stockbridge joined the purchasing group in XXXXXX. In joining, the Village of Stockbridge has become the 267th participating local government agency utilizing the system to streamline the purchasing process. The MITN Purchasing Group is a single online location for managing sourcing information, and activities which provides local Michigan government agencies a method to minimize costs and time delays associated with the procurement process. In joining, the Village of Stockbridge looks to save time, increase competition, and achieve cost savings over the traditional paper-based bid process.

The Village of Stockbridge now has access to an extensive vendor pool, thereby enhancing competition without increasing distribution costs. In addition to the existing vendors on the MITN Purchasing Group, all vendors looking to respond to bids with local government agencies can register online at: <u>www.bidnetdirect.com/mitn</u>

The Village of Stockbridge invites all current vendors not already registered on the purchasing group to do so today. Vendor registration is easy and takes only a few minutes online.

In addition, the MITN Purchasing Group offers a value-added service to notify vendors of new bids targeted to their industry, all addenda associated with those bids and advance notice of term contract expiration. A robust NIGP code category list allows vendors registering to find the correct codes and receive matched bids.

"By using the MITN Purchasing Group, our valued vendors can now access not only our open bids, but those from other municipalities, counties and school districts throughout the state. In addition to the time savings, we anticipate our vendors will also benefit from registering in one location for all local bid opportunities", stated Darwin McCleary, Village Manager.

Bidnet Direct's vendor support team is available to answer any questions regarding the registration process or the bid system at 800-835-4603 option 2.

Other local Michigan government agencies looking to switch from a manual bid process, please contact the MITN Purchasing Group for a demonstration of the no-cost sourcing solution.

About the Village of Stockbridge:

Stockbridge is a village in Ingham County in the U.S. state of Michigan. It is located within Stockbridge Township about 36 miles (58 km) southeast from downtown Lansing.

About Bidnet Direct:

Bidnet Direct, powered by mdf commerce, is a sourcing solution of regional purchasing groups available at no cost to local government agencies throughout the country. Bidnet Direct runs regional purchasing groups, including the MITN Purchasing Group, across all 50 states that are used by over 1,600 local governments. To learn more and have your government agency gain better transparency and efficiency in purchasing, please visit <u>https://www.bidnetdirect.com/buyers</u>



BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Approval of Information Technology Invoice - IT Right (VC3)
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Council is being requested to approve the invoice for information technology services with IT Right (VC3). The village's services contract dates back many years and will need to be open to bid solicitation or renewed for next fiscal year. Due to the age of the contract, Village Manager McClary is seeking approval to continue IT Right's services at their current prices for this year.

ALTERNATIVES ANALYSIS:

APPROVE THE INVOICE FOR IT RIGHT (VC3) INFORMATION TECHNOLOGY SERVICES.

If council approves the payment of the invoice, the village will continue utilizing the information technology services of IT Right for the next year. IT services will continue uninterrupted.

APPROVE THE PAYMENT OF THE INVOICE FOR IT SERVICES AS PRESENTED.

If council approves the payment of the invoice for IT Right's service contract, the village's information technology managed services will continue uninterrupted for the next year.

DENY THE REQUEST TO PAY THE INVOICE OR TAKE NO ACTION.

If council opts to deny the request for payment of the invoice or takes no action, the village's managed information technology services will be discontinued. The village will no longer receive network and other IT assistance.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

The cost to the village for the 2022-2023 information technology managed services through IT Right (VC3) would be \$3,955.00. This represents an increase of 7% or \$259.40 from the previous year (excluding web site hosting and management, which was transferred to a third party for this year).

RECOMMENDED MOTION:

To approve the payment of IT Right Invoice #76220 in the amount of \$3,955.00 to continue IT Right's information technology service contract for April 1, 2022, through March 31, 2023.

ATTACHMENTS:

Copy of Invoice #76220 - IT Right Service Contract



VC3 Inc PO Box 746804 Atlanta, GA 30374-6804 (803) 733-7333

Bill To: Village of Stockbridge, MI Attention: Lucinda Reames 305 W Elizabeth St., Rm 107 Stockbridge, MI 49285

Invoice: 76220 Invoice Date: 4/30/2022 Due Date: 5/30/2022 Apr 2022 - Mar 2023 PO Number:

Stockbridge Service Contract Bundle

Products	Туре	Quantity	Rate	Amount
ITRight Service Contract	Service	1.00	\$3,955.00	\$3,955.00
Managed Anti-Virus	Service	10.00	\$0.00	\$0.00
Max Desktop	Service	10.00	\$0.00	\$0,00
Max Server	Service	1.00	\$0.00	\$0.00
Remote Backup	Service	1.00	\$0.00	\$0.00
Terms Net 30			Subtotal Tax	\$3,955.00 \$0.00
	3		Total	\$3,955.00

Payment Options:

- Mail payment to: VC3, Inc., PO Box 746804, Atlanta, GA 30374-6804
- Pay by Credit Card*: <u>Online Payment Form</u>
- Sign up for VC3's ACH Program: ACH Authorization Form
- Pay by ACH:
 - Remittance E-mail: finance@vc3.com
 - Routing Number: 021052053
 - Account Number: 51843132

*Credit Card Processing Fee Will Be Assessed



BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Amendment to Personnel Policies Manual - Holiday Pay for New Hires
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Village Manager McClary is recommending an amendment to Sec. 3.10 - ORIENTATION PERIOD and Sec. 8 -PAID AND UNPAID LEAVE TIME of the Village of Stockbridge Personnel Policies Manual. The current policies require a 90-day orientation period for new hires and does not provide village benefits, including holiday pay, to those employees currently serving an orientation period. The village's recently hired DPW laborer will not be paid for the Memorial Day holiday if the policy is not amended.

The Village Manager believes strongly that such a policy is a disincentive for job applicants who may otherwise wish to seek employment with the village and is unfair treatment for employees who have no control over closure of their departments for holidays. The Village Manager recommends amending the village's policies to permit probationary full-time employees to receive holiday pay in the same manner as is provided to other full-time employees. The Village Manager further recommends that this policy change be made retroactive to May 1, 2022, to permit the village's DPW laborer to receive holiday pay for the Memorial Day holiday.

ALTERNATIVES ANALYSIS:

APPROVE THE AMENDMENTS TO THE PERSONNEL POLICIES MANUAL AS RECOMMENDED BY THE VILLAGE MANAGER. If the council approves the amendments, probationary full-time employees would be eligible for holiday pay. Such action would result in some additional cost to the village in terms of wages and payroll taxes. This action would make employment with the village more attractive to job applicants seeking employment with the village.

DENY THE REQUEST FOR AMENDMENTS TO THE PERSONNEL POLICIES MANUAL OR TAKE NO ACTION. If the council denies the request of the Village Manager or takes no action on this matter, the village will continue to operate under its current policies, and probationary employees will not be eligible for holiday pay. Labor costs to the village would be less than if holiday pay was provided. Maintaining the current policy provides a disincentive for job applicants to accept work with the village, thereby exacerbating the problems associated with finding talented employees in an extremely tight labor market.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

If approved, the village would pay eight (8) hours of straight time plus associated payroll taxes for each probationary employee for holidays. Using the current probationary DPW laborer as an example, the start date was May 3, 2022. He is not eligible for holiday pay until August 2, 2022. Two holidays fall within that period, Memorial Day and Independence Day. If the policy amendments are approved, the additional cost to the village for these two holidays would be \$378.93 (\$352.00 wages + \$26.93 payroll taxes) at a pay rate of \$22.00 per hour. This employee would be paid for the Memorial Day holiday retroactively.

RECOMMENDED MOTION:

To direct the Village Manager to prepare an amendment to the Village of Stockbridge Personnel Policies Manual to permit holiday pay for probationary employees for council consideration and authorize the payment of holiday pay to DPW Laborer Brian Craft retroactive to May 3, 2022.

ATTACHMENTS:



BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Approval to Set Up Weingartz Purchasing Account for Department of Public Works
RESOLUTION NO.:	
SUBMITTED BY:	Darwin McClary
DEPARTMENT:	Manager

BACKGROUND SUMMARY:

Council is being requested to authorize administration to set up a credit account at Weingartz to permit the Department of Public Works to purchase departmental supplies on credit. Currently, DPW employees are required to bring a check to the vendor or use the Village President's credit card to purchase supplies. The President's credit card has a total credit limit of \$1,000 and is used for other village purposes, and DPW has experienced problems making purchases when the credit card balance is at or near its credit limit. The local store location for the vendor is in Ann Arbor, and considerable time and expense is incurred if the village credit card is rejected and employees need to make more than one trip to the vendor.

DPW Director Dillard will be available at Monday's meeting to answer any questions council may have regarding this matter. Attached is a copy of the credit application for the information of council.

ALTERNATIVES ANALYSIS:

AUTHORIZE ADMINISTRATION TO SET UP A CREDIT ACCOUNT WITH WEINGARTZ.

If council authorizes administration to set up a credit account, the Department of Public Works will be able to make purchases at Weingartz without the worry as to whether the purchase will exceed the credit limit and avoid unnecessary trips to the vendor.

DENY THE REQUEST OR TAKE NO ACTION.

If council denies the request or takes no action, the Department of Public Works will continue to experience periodic problems with making purchases at Weingartz, making unnecessary trips, and incurring losses in productivity.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To authorize administration to establish a credit account with Weingartz of Utica, Michigan, for the

periodic purchase of supplies and materials for the Department of Public Works.

ATTACHMENTS:

Credit Application - Weingartz

APPLICATION FOR CREDIT			
WEINGARTZ			
Utica Farmington Hills Clarksto	n Ann Arbor	Cedar Springs	Livonia
Return This Application to: 46061 V	an Dyke, Utica	a, MI 48317 Te	I: 586-731-7240
Via Email to: accounting@weing	artz.com or	Via Fax to: 586	6-731-9319
Name of firm or Village of Stockbridge		No. of years	in business 187 yrs.
P.O. Box 155		51). Telephone	85).7435
Stockbridge, MI 49285 City, State, Zip Code		- N Fax	/A
38-6004737			vosmi.org
Federal Tax ID# / DUN	S #	Email	
		ales and Use Tax (Certificate of Exemption
The following information must be comple	Public	1	st confidence.
Proprietorship Corporation	Corporation		st 12 months
Darwin D. P. PcCbry Name of Principal(s) or Owner(s) Drivers License	9		Social Security #
Do you have a parent NO I YES If y company?	ves, please compl	lete the following in	nformation.
Company Name		Credit Manager	
Street Address Cit	У	Stat	e Zip
Phone Number Have an authorized officer of the parent company send us a let	ter of quarantee on	the debts incurred b	by the subsidiary requesting
credit.			
NAMES OF PEOPLE	AUTHORIZED T	O CHARGE	
David Dillard Name Darwin McClary Name	they -	Title <u>Village</u> Title) <u>Supervisor</u> 2 Managur
Purchase Order Required:	Verbal or Writter	n 🗆 Writt	en Only

VENDOR/SUPPLIER CRE			
Printer Source, Jackson	517.817.0680	NIA	
Business Name / City	Phone Number	Fax Number	
Business Name / City	517.548.2505 Phone Number	Fax Number	
Wolf com Enterprises, Hosadena, Ca.	626.794.9000	NIA	
Business Name / City Main Street Printing, Stockbridge,	Phone Number	Fax Number	
Business Name / City	50 851 3816 Phone Number	Fax Number	
CREDIT TERMS -	– NET 10th		
Each invoice is due according			
If not paid in full by the 10 th of the month following the invoice day of one and one half percent (1.5 %) per month. The service char of each invoice until the invoice is paid in full. Further, the purch any attorney(s) fees incurred while collecting a delinquent account Weingartz Supply Co. may withdraw credit privileges without no	rge will be computed on the unpa haser agrees to pay all costs for c int. Also, I understand that if thes	id delinquent balance ollection fees and/or	
Weingartz Supply Co. is hereby authorized to substantiate and i and to report my performance of this agreement to interested pa	nvestigate the information contair irties as permitted by law.	ned on this application	
Weingartz Supply Co. sends monthly statements electronically	via email. For that purpose, pleas	se provide the following:	
Accounts Payable Contact person: Debbie Nogle	Accounts Payable Contact person: Debbie Nogle		
Accounts Payable Phone number: 517,851,7435			
Accounts Payable Email: Clerk@VOSMI. Org			
We certify that all the information on this form is correct, and that agree to the proper payment in consideration of extended credit. T statement to obtain credit from Weingartz Supply Co.	we fully understand your credit ter The undersigned, is authorized to	ms as stated above and make this application and	
(signed) Dolli M	(date)	5/17/22	
(title) Village Clerk			
Please do not write in t	the space below		
	Credit refused		
References checked by	Credit approved By		
Reference check results	Date		
	CREDIT LINE APPROVED		
	Amount	Date	
	Amount	Dale	



EVERYTHING FROM LAWN TO SNOW

PERSONAL GUARANTY

In consideration of the agreement of Weingartz ("Creditor") to extend credit to:

("Debtor") and as an inducement to Creditor to extend such credit, the undersigned, jointly and severally, and for their heirs, executors and administrators guarantee payment to Creditor, upon demand, or all monies, debts, obligations and demands, of whatever nature or character, now due or which may hereafter become due from debtor and consent and agree that Creditor may proceed directly against the undersigned, jointly or separate in the event that Debtor neglects, fails or refuses to pay any of said money, debts or obligations upon demand, without prior proceeding against Debtor or any other person, or against the assets of Debtor or any other person.

This guarantee is a continuing guarantee and is to be in full force and effect until revoked by the undersigned as provided for herein. The death of the undersigned, or either of them, if there shall be more than one, shall not terminate liability hereunder, except by the giving of notice of termination of this agreement by the executor or administrator of the undersigned, or either of them, in the manner herein provided with respect to the termination of the agreement.

This guarantee may be revoked by the undersigned at any time, provided fifteen (15) days written notice shall be given to Creditor of such intent to terminate this guarantee, such notice of revocation shall be served upon Creditor by service of an officer of said corporation. Such notice of revocation shall not in any way affect our liability as to any indebtedness or liability created prior to receipt of such notice of revocation by Creditor.

This guarantee shall be and continue effective notwithstanding any legal disability of the Debtor to incur the indebtedness of obligation in whole or in part. The written acknowledgement of, or a judgment of any court of said Debtor shall in every respect bind and be conclusive upon us, our heirs and representatives.

There are no conditions or limitations to this guarantee except those contained herein at the date hereof, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by the undersigned.

This guarantee and every part thereof shall extend to and be obligatory on our heirs, executors, administrators and assigns and shall ensure to the benefit of Creditor and its successors and assigns. The undersigned hereby consents to the following, any of which shall not affect or change or discharge our obligations guaranteed hereunder: (1) Any extension of the time payment of the whole or any part of the indebtedness of the Debtor; (2)The acceptance by Creditor of any promissory note or any security of any kind for said indebtedness or any renewal of renewals thereof; (3) The surrender, release, exchange or alteration of any collateral or other securities as held by Creditor, for the claim hereby guaranteed in whole or in part; (4) Lack of diligence in bringing suit against the Debtor or any other person.

The undersigned expressly waives the following: (1) Notice of acceptance of this guarantee by Creditor; (2) Notice of sale and delivery of any goods to Debtor; (3) Notice of the amount of the indebtedness now existing or which may hereafter exist, from time to time, from Debtor to Creditor; (4) Notice of any extension of time for the payment of said Indebtedness or any part thereof by Debtor; (5) Notice of demand for payment notice of default or nonpayment, presentment, protest and notice of protest as to any obligation arising hereunder; (6) All other notices to which we might otherwise be entitled in connection with this guarantee or the Indebtedness or obligations hereby guaranteed.

Signature

Date

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following
A. One-Time Purchase C. Blanket Certificate
Order or Invoice Number: Expiration Date (maximum of four years):
B. Blanket Certificate. Recurring Business Relationship
he purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the eller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.
Seller's Name and Address
Weingartz 46061 Van Dyke, Utica, MI 48317
SECTION 2: ITEMS COVERED BY THIS CERTIFICATE
theck one of the following:
2. Limited to the following items:
SECTION 3: BASIS FOR EXEMPTION CLAIM
Check one of the following:
1. For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number.
2. For Resale at Retail, Enter Sales Tax License Number:
3. Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number:
The following exemptions DO NOT require the purchaser to provide a number:
4. Agricultural Production. Enter percentage:%
5. Kovernment Entity U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. 🗌 Contractor (provide Michigan Sales and Use Tax Contractor Eligibility Statement (Form 3520)).
7. For Resale at Wholesale.
8. Industrial Processing. Enter percentage:%
9. 🔲 Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. Rolling Stock purchased by an Interstate Motor Carrier,
12. Other (explain):

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name		Type of Business (see codes on page 2)
Village of Stockbridge		05
Business Address	City, State, ZIP Code	
P.O. Box 155	Stockbridge, MI 4928	5
usiness Telephone Number (include area code) Name (Print or Type)		
(517) 851-7435	Debbie Nogle	
Signature	Title	Date Signed
Deber Ale	Village Clerk	05/17/2022



BOARD MEETING	Council
MEETING DATE:	6/6/2022
AGENDA ITEM TITLE:	Police Officer Wage Scale and Reinstatement of Matthew Bartus as Full-Time Police Officer
RESOLUTION NO.:	
SUBMITTED BY:	John Torres
DEPARTMENT:	Police

BACKGROUND SUMMARY:

Police Chief Torres is requesting that council approve the FY 2022-23 police department wage scale as recommended by the chief and the Personnel Committee; approve a change to the Personnel Policies Manual to permit regularly scheduled part-time employees working at least 20 hours per week to receive four (4) hours of pay for village recognized holidays; and approve the reinstatement of Matthew Bartus as a full-time police officer. Mr. Bartus was a full-time police officer for the village previously and then accepted a teaching position and was reduced to a part-time officer. Mr. Bartus is requesting to be reinstated as a full-time officer.

The proposed police officer wage scale is proposed based on wage survey data supplied by the Michigan Municipal League for communities of 3,000 population or less. Attached is a copy of the chief's proposed wage scale.

Police Chief Torres will be available at Monday's meeting to answer any questions council may have regarding this matter.

ALTERNATIVES ANALYSIS:

APPROVE THE POLICE OFFICER WAGE SCALE AS PRESENTED AND AUTHORIZE REINSTATEMENT OF MATTHEW BARTUS AS A FULL-TIME OFFICER.

If council approves the wage scale and reinstatement of Matthew Bartus, the village will have a competitive wage scale to assist in the recruitment and retention of police officers. Reinstatement of Mr. Bartus will increase the staffing in the police department from 1.5 full-time sworn officers (including the chief) to 2.0 full-time officers. The village has budgeted

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

Adoption of the police officer wage scale is expected to have a low impact on the current year's budget, as positions have been vacant for months, resulting in available appropriations.

RECOMMENDED MOTION:

*#*1 - To approve the FY 2022-23 Police Officer wage scale as presented by the Chief of Police.

#2 - To approve an amendment to the Village of Stockbridge Personnel Policies Manual to permit regularly scheduled part-time employees working at least 20 hours per week to receive four (4) hours of pay for village recognized holidays.

#3 - To authorize the reinstatement of Matthew Bartus from part-time police officer to full-time police officer effective immediately at an hourly wage rate of \$25.00 per hour based on his total years of service as a police officer.

ATTACHMENTS:

Proposals for Police Officer Wage Scale and Holiday Pay



Stockbridge Police Department

Johnnie W. Torres, Jr Chief of Police 305 W. Elizabeth St. Rm#106 Po Box 155 Stockbridge, MI 49285-0155 Office (517) 851-7517 Fax (517) 772-5970 EMAIL jtorres@vosmi.org

Proposal #1:

Years of Service Part Time:		Rate of Pay\$21 pr/hr	% IncreaseN/A
	1-2 Years	\$22 pr/hr	4.5%
	2 - 3 Years	\$23 pr/hr	4.3%
	3 – 4 Years	\$24 pr/hr	4.2%
	4-5 Years	\$25 pr/hr	4%

POLICE OFFICER WAGE SCALE

Proposal #2:

Paid Holidays

Full-Time employees will be paid 8 hrs of Holiday time for all recognized holidays. Part-Time employees will be paid 4 hrs of Holiday time for all recognized holidays. **Full-time** and **Part-time** officers will be paid time and a half rate of pay for all holiday hours worked