

Village of Stockbridge Special Council Meeting Agenda

305 W. Elizabeth Street, Room #112
Stockbridge, MI 49285
(517) 851-7435



6/27/2022 6:30 PM

1 SPECIAL MEETING CALL TO ORDER

2 SPECIAL MEETING ROLL CALL - Cattell, Howlett, Mocerri, Morehouse, Mullins, Quintanilla, Uihlein

3 SPECIAL MEETING PUBLIC COMMENT

4 SPECIAL MEETING - BUSINESS BEFORE THE COUNCIL

Solicitation of Proposals for Engineering Services

Darwin McClary

Schedule Village Manager Goals and Priorities Work Session

Darwin McClary

Approval to Combine Clerk and Treasurer Positions and to Create Deputy Clerk-Treasurer Position

Darwin McClary

Schedule Work Session to Discuss Water and Sewer Infrastructure Concerns

Darwin McClary

Public Hearing and Adoption of FY 2022-23 Millage Rates and Budget Amendments

Darwin McClary

Acceptance of Donation of Owl Pro Video/Audio Equipment

Darwin McClary

5 SPECIAL MEETING SECOND PUBLIC COMMENT

6 SPECIAL MEETING ADJOURNMENT



BOARD ACTION SUMMARY SHEET

BOARD MEETING: Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Solicitation of Proposals for Engineering Services*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village Manager McClary is requesting that council authorize administration to prepare a Request for Proposals (RFP) to seek proposals from qualified firms to provide consulting engineering services for the village. The village has numerous infrastructure and building needs, and it is imperative that the village engage the services of a firm to provide the consulting services in a number of areas including but not limited to:

- Water treatment and distribution systems
- Sanitary sewer lagoon treatment and collection systems
- Stormwater collection and discharge systems and drains
- Streets
- Sidewalks
- Parking lots
- Building structural issues
- Land surveying
- Establishment and maintenance of village engineering standards
- Infrastructure grants procurement

Some facilities are becoming critical in their need for attention and replacement or refurbishment, including the water treatment facility, sewer lagoon system, and water distribution and sanitary sewer collection systems. The village must act expeditiously to address these critical needs, and engineering services are key to evaluating conditions and identifying options.

It should be noted that engaging the services of a firm for consulting engineering services does not inhibit the ability of the village to solicit proposals from other firms for design or construction engineering for specific projects.

ALTERNATIVES ANALYSIS:

AUTHORIZE ADMINISTRATION TO PROCEED TO PREPARE A REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING SERVICES.

If council authorizes administration to prepare an RFP, the Village Manager and DPW Supervisor will prepare a Request for Proposals for submission to the city council for approval prior to soliciting proposals. Once approved, the Village Manager will request that council establish an ad hoc Engineering Services Review Committee to determine the criteria to be used in evaluating and selecting a firm, receive the

proposals, evaluate the qualifications and cost effectiveness of the firms submitting proposals, and to make a recommendation to the village council on awarding a contract to a firm for services. The Village Manager will advertise the RFP on the MITN bid system and receive proposals for submission to the ad hoc committee.

DENY THE REQUEST TO AUTHORIZE SOLICITATION OF ENGINEERING SERVICES OR TAKE NO ACTION.

If council denies the request or takes no action, the village will continue to be without professional engineering services and will not be able to address the myriad infrastructure and other needs of the community. Infrastructure will continue to deteriorate, and the village may find itself in noncompliance with state and federal environmental, health, and other regulations. There is also a highway exception to governmental immunity, and municipalities are required to maintain their streets and sidewalks in safe condition.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To authorize administration to proceed to draft a Request for Proposals (RFP) for consulting engineering services for submission to the village council for review and approval.

ATTACHMENTS:



BOARD ACTION SUMMARY SHEET

BOARD MEETING: Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Schedule Village Manager Goals and Priorities Work Session*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village Manager McClary is requesting that the village council schedule a work session as soon as is practicable to consider the setting of performance goals and objectives for the Village Manager for the next 3, 6, and 12 months. Sec. 3.1 of the Village Manager Employment Agreement addresses the need to establish annual performance goals for the manager. The Village Manager is seeking guidance and direction from the council on its priorities for the next year, as well as council's expectations of the Village Manager in the performance of his duties. Establishing clear guidance and direction will assist the Village Manager in successfully carrying out his duties and responsibilities in a manner that is sensitive to the needs, desires, and priorities of the council as a body.

ALTERNATIVES ANALYSIS:

SCHEDULE A WORK SESSION AS REQUESTED TO CONSIDER VILLAGE MANAGER PERFORMANCE GOALS AND OBJECTIVES.

If council schedules the work session, the council and Village Manager will have an opportunity to discuss council's expectations for the Village Manager's performance to help insure administrative effectiveness and success and adherence to the policy and program priorities of the village council. This action would implement the provisions of Sec. 3.1 of the Village Manager Employment Agreement relating to "Annual Evaluation".

DENY THE REQUEST OR TAKE NO ACTION.

If the council denies the request for the work session or takes no action on the request, the village council and Village Manager will not have an opportunity to properly establish the direction of council for the manager in the performance of his duties and will impede the manager's ability to prioritize and focus on those areas that are of most importance and priority to the council.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To schedule a work session of the Village Council for _____, 2022, at _____ PM, for the purpose

of considering Village Manager performance goals and objectives for FY 2022-23.

ATTACHMENTS:

Village Manager Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), is made and entered into this 28 day of April, 2022, between the Village of Stockbridge, Michigan, a Michigan municipal corporation, (the "Village") and Darwin D. P. McClary ("McClary" or "Village Manager").

RECITALS:

WHEREAS, the Village Charter in Section 2 of Chapter II of Public Act No. 3 of 1895 (MCL 62.2), as amended, and Stockbridge Code Ordinances Section 2-46 – 2-54 authorizes the Village Council to employ a Village Manager, who shall be the Chief Administrative Officer of the Village; and

WHEREAS, the Village desires to employ the services of McClary as Village Manager and McClary wishes to accept this employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Duties.

1.1 McClary shall be employed by the Village as the Village Manager consistent with the terms and conditions of this Agreement and the powers and duties prescribed in the Charter and applicable sections of the Village Code, including those enumerated in Stockbridge Code Section 2-52, as amended. The Village Manager shall perform such other duties and functions as assigned by the Village Council from time to time.

1.2 An exception to Section 2-52 (2) shall be the Chief of Police, whom the Village Manager shall not manage, suspend, remove. The Chief of Police shall continue to report directly to the Village Council and the Village President shall be his immediate supervisor, under a separate contract with the Chief of Police that remains effective through February 15, 2025. This independent power of the Chief of Police shall include the Chief directly hiring, managing, suspending, and/or removing all the police officers of the Department as part of the Chief's responsibilities for the "efficient administration of the police department," under the Village Code of Ordinances, Chapter 2, Article VI, Sections 2-188 – 2-189.

Section 2. Salary.

2.1 The Village Manager shall receive an annual salary in the amount of \$80,000.00 payable in equal bi-weekly installments for services rendered pursuant to this Agreement. In the event of termination of employment or voluntary separation from employment, the Manager's salary shall be pro-rated to the effective date of his termination or voluntary separation.

2.2 The annual salary shall be reviewed on a yearly basis, except for an initial six (6) month review under paragraph 3.1

2.3 The Village Council may further increase the salary and/or other benefits of the Manager in such amounts and to the extent as the Village Council, in its sole discretion, may desire.

Section 3. Annual Evaluation.

3.1 Upon completion of six (6) months of service by the Village Manager, the Village Council may evaluate the performance of the Village Manager. Thereafter, the Village Council may evaluate the performance of the Village Manager annually in advance of the Village Manager's anniversary date (the "Evaluation"). The Evaluation shall be based upon goals, performance objectives, and the attainment of the Council's policy objectives using specific criteria developed jointly by the Village Council and the Village Manager. Based on the results of the Evaluation, the Village Council may, in its sole discretion, grant a salary increase and/or grant other benefits to the Village Manager.

Section 4. Retirement Benefits.

4.1 The Village will contribute ten (10%) percent of the Manager's base salary (\$8,000.00) annually to an ICMA 457 plan, made in bi-weekly payments. This shall be the sole retirement program that the Village offers to the Village Manager. The Village Manager will not participate in Michigan Employment Retirement System ("MERS"), which is the retirement program provided to other Village Department Heads.

Section 5. Professional Dues and Expenses.

5.1 The Village shall pay for all reasonable and customary professional dues and subscriptions necessary for the Village Manager's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Village Manager's continued professional growth and advancement and for the good of the Village up to One-Thousand Five-Hundred (\$1,500) Dollars per year of employment. These associations and organizations may include, but are not limited to ICMA, MLGMA, APA, and MPA.

5.2 The Village shall pay for the Village Manager's participation in local civic and non-profit job-affiliated organizations as approved by the Village Council.

Section 6. General Benefits.

6.1 The Village Manager shall not be provided the same economic fringe benefits as extended to other Village employees through the Village Personnel Manual, including the same holidays, bereavement, vacation, and sick time coverage. In lieu of those types of benefits and because of the unique nature of the Manager's position, notwithstanding

anything to the contrary within the Personnel Manual, the Village Manager shall be eligible for the following:

- 6.1.1 the Village Manager will be entitled solely to 280 hours of paid time off (PTO) per year. The hours are all available to the Village Manager on the first day of every year of employment under this contract, but if the Manager's employment is terminated for any reason during the year per paragraph 13 or the Manager voluntarily separates from his employment with proper notice during the year per paragraph 13.6, the hours are pro-rated to the date of separation of employment. The parties acknowledge that is pro-ration could result in the Village owing the Village Manager for additional PTO hours or the Village Manager owing the Village back for PTO hours used beyond his pro-rated amount as of the date of termination or separation. For purposes of calculating the pro-ration, the value of each PTO hour is agreed to be a gross amount of \$38.46 per hour [$\$80,000$ per year / 26 weeks / 10 days / 8 hours a working day]. PTO hours shall not roll over from year to year.
- 6.1.2 The Village shall pay the premiums for a term life insurance in the amount of \$200,000 insuring the life of the Village Manager and permitting the Village Manager to designate his or her beneficiary during the term of employment, up to \$250.00 per month in premiums. The life insurance premium payments shall be reported by the Village as additional taxable income to the Manager, to the extent required by law.
- 6.1.3 The Village Manager shall be entitled to health, dental and optical insurance in accordance with what the Village offers all other current employees. There shall be no financial incentive paid to the Manager for opting out of the offer of insurance.

Section 7. Travel.

7.1 The Village shall pay for the reasonable and customary travel expenses of the Village Manager for meetings and for seminars adequate to continue the professional development of Village Manager and to adequately pursue necessary official and other functions for the Village. Such professional meetings may include the International City/County Management Association, the Michigan Local Government Management Association, and the Michigan Municipal League.

7.2 Effective from and after April 28, 2022, the Village shall pay and the Village Manager shall receive a car allowance of \$400.00 per month. The Village Manager shall also receive a business mileage reimbursement at the then current Internal Revenue Service Business Standard Mileage Rate for business use of the Village Manager's motor vehicle. The monthly car allowance shall be less the applicable taxes to the extent required by law. The Village Manager shall maintain mileage records with regard to the business mileage reimbursement to the extent required by the Village auditor and the Internal

Revenue Service.

Section 8. Equipment.

8.1 The Village shall provide the Village Manager with electronic equipment necessary to perform his duties and to make himself available for such Village duties. At a minimum, equipment shall consist of a cellular telephone and a computer.

Section 9. Hours of Work.

9.1 It is recognized that the Village Manager must devote a great deal of time outside of normal office hours to the business of the Village, and to that end, the Village Manager will be allowed flexibility in maintaining office hours consistent with his responsibility as a professional, but the Manager shall be expected to appear at the following Village meetings after normal business hours:

- 9.1.1 Village Council regular and special meetings;
- 9.1.2 Village of Stockbridge Planning Commission Meetings;
- 9.1.3 Village of Stockbridge Zoning Board of Appeals Meetings;
- 9.1.4. Village of Stockbridge Downtown Development Authority regular and special Meetings as a voting member;
- 9.1.5 Village of Stockbridge Committee Meetings;

9.2 It is agreed between the parties that the Village Manager is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Village Manager shall not be entitled to and shall not receive overtime compensation. It is understood that the Village Manager will work varied hours and is compensated on a salary basis. He shall regularly receive each pay period a predetermined amount based on the annual salary amount. This amount is not subject to reduction for any week in which work is performed based on variation in the hours worked, except as to unpaid leaves of absences authorized by the Village Council.

Section 10. Bonds.

10.1 The Village shall pay for the cost of any bonds required pursuant to the Charter or any third party insurance provider.

Section 11. Employment Exclusive.

11.1 The Village Manager shall remain in the exclusive employ of the Village and shall not accept any other employment during the term of this Agreement.

11.2 However, the Village Manager may engage in limited consulting and teaching opportunities outside of the normal work hours, provided that such activities do not conflict with the Village Manager's Official duties and responsibilities, upon the approval of the Village Council.

Section 12. Term.

12.1 This Agreement shall commence on April 28, 2022, and continue until the earlier of termination as provided in Section 13 of this Agreement or April 28, 2025.

Section 13. Termination.

13.1 The Village Manager shall serve at the pleasure of the Village Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of the Village Manager at any time.

13.2 In the event the Village Council wishes to terminate the Village Manager, it shall do so in accordance with the provisions of Village Code Section 2-49.

13.3 In the event the Village Manager is terminated, the Village agrees to pay Village Manager severance pay in an amount equal to (a) six (6) month base salary, (b) plus or minus PTO hours (as pro-rated as described in paragraph 6.1.1). All severance payments shall be paid to the Village Manager in thirteen (13) bi-weekly pay periods upon his termination. The Village's duty to pay said severance shall be offset by any replacement income the Manager receives from any other source during the six (6) months of severance payments from the Village, including unemployment benefits. Manager shall have an affirmative duty to apply for any available unemployment benefits and to report all replacement income to the Village in a timely manner.

13.4 Notwithstanding the provisions of paragraph 13.3, in the event the Village Manager is terminated based upon conduct unbecoming a public official, including but not limited to criminal conduct or any act which is a violation of any law, the Village shall have no obligation to pay the Village Manager any severance pay, except any unused PTO hours (as pro-rated as described in paragraph 6.1.1). Further, the Manager's obligation to repay an PTO hours used prior to termination that exceed the pro-rated amount available to the Manager on the date of termination for said conduct shall remain to the Village.

13.5 Upon payment of severance pay pursuant to paragraph 13.3, the Village shall have no further financial obligations to the Village Manager. The severance pay shall constitute agreed, stipulated, and liquidated damages and constitute the maximum amount of financial liability for which the Village may be liable in the event of termination or breach of contract.

13.6 In the event that the Village Manager voluntarily resigns during the term of this Agreement, the Village Manager shall provide the Village with thirty (30) days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this paragraph, the Village Manager shall not be entitled to receive the severance package specified in paragraph 13.3, but the Village and the Village Manager shall pro-rate the PTO hours, as discussed in paragraph 6.1.1.

13.7 In the event that the Village Manager voluntarily resigns with less than thirty (30) days advance written notice, the Village Manager shall not be entitled to receive the severance package specified in paragraph 13.3, nor shall the Village Manager receive payment of any pro-rated and unused accrued PTO. However, the Manager's obligation to repay PTO hours used prior to termination that exceed the pro-rated amount available to the Manger on the date of this termination shall remain to the Village.

13.8 Return of Property. Upon termination of employment, the Village Manager shall return all Village documents, correspondence, cell phones, electronic devices, access codes, files, papers, or property of any kind, in all type or nature relating to the Village, which the Village Manager may have in his possession or control.

Section 14. Conflict of Interest Prohibition.

14.1 The Village Manager shall not without the express prior approval of the Village Council, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Village, except for stock ownership in any company whose capital stock is publicly held and regularly traded.

14.2 Except for purchase of a personal residence, the Village Manager shall not own or invest in any real property within the corporate limits of the Village, without prior notification to the Village Council.

Section 15. Miscellaneous.

15.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. It is understood and agreed that this Contract shall supersede and take precedence over any other document, handbook, manual, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Contract, unless such other document, handbook, manual, plan or material is made expressly applicable to the Village Manager by formal resolution of the Village Council. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further understood that no Village official or personnel has authority to enter into any employment contract with the Village Manager for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Village Council through a formal resolution.

15.2 Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

15.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

15.4 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

15.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Village Manager. This section shall not be construed to prohibit the delegation of duties to subordinate Village employees normally delegated by the Manager as part of his exercise of his supervisory authority.

15.6 Governing Law. This Agreement shall be governed by the laws of the State of Michigan as to all matters, including, but not limited to, matters of validity, enforceability, interpretation, construction, effect, performance, and remedies. It is further understood and agreed that it is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance and pursuant to the laws of the State of Michigan, without regard to its conflict of Law principles. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division. In the event any action is brought under this Agreement in the State of Michigan Courts, the venue for such an action shall be the Ingham County Court System.

15.7 Waiver of Jury Trial. Both the Village and the Village Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.

15.8 Disregarding Titles. The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

15.9 Non-Discrimination. The Employee, as required by law, shall not discriminate against any person seeking services with the Village because of race, color, height, weight, marital status, religion, national origin, age, sex, or handicap. Breach of this covenant may be regarded as a material breach of this Contract.

15.10 Village Manager's Best Efforts. The Village Manager agrees that at all times he will faithfully and to the best of his ability, experience and talents, perform all the duties that may be required of him.

15.11 Compliance with the Law. The Village Manager shall perform all his/her respective duties and obligations hereunder in complete compliance with all applicable Federal, State and local statutes, laws, ordinances, rules and regulations.

15.12 Counterparts. This Agreement shall be executed in two or more counterparts, each of which when executed shall be deemed to be an original, and all of which when taken together shall constitute but one and the same agreement.

15.13 Notices. Any and all notices required by this Agreement shall be deemed to be sent or delivered when personally delivered to the recipients or when mailed first class, with proof of mailing and with proper first-class postage attached hereto, to the parties hereto at the addresses set forth below. Any notice required to be made within a stated period of time shall be considered timely made, if deposited before midnight of the last day of the stated period.

For the Village:

Village of Stockbridge Clerk
P.O. Box 155
Stockbridge, MI 489285

With a courtesy copy to:
John L. Gormley
Gormley & Johnson Law Offices
101 East Grand River Ave.
Fowlerville, MI 48836

For the Village Manager:

Darwin D. P. McClary
4904 Lake Point Drive
Waterford, MI 48329-1741

IN WITNESS WHEREOF, the Village, by signature of the Village President as authorized by motion adopted April 20, 2022, and Village Manager have signed and executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

VILLAGE OF STOCKBRIDGE

By: Molly Howlett
Molly Howlett, President

By: Debbie Nogle
Debbie Nogle, Clerk

VILLAGE MANAGER

By: Darwin D. P. McClary
Darwin D. P. McClary



BOARD ACTION SUMMARY SHEET

BOARD MEETING: Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Approval to Combine Clerk and Treasurer Positions and to Create Deputy Clerk-Treasurer Position*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village Manager McClary is recommending that the village council authorize the combination of the Clerk and Treasurer positions into one position and to further authorize the creation of a Deputy Clerk-Treasurer position to perform the duties, functions, and responsibilities of clerk and treasury operations in accordance with the Michigan General Law Village Act, Public Act 3 of 1895, and local ordinances and policies.

As council is aware, staffing in the village office is considerably limited and is not conducive to providing adequate administrative support to manage the clerical, financial, and customer service functions of the office. As a result, existing staff must perform workloads that are untenable, resulting in clerical and financial errors and omissions that could be avoided with sufficient staffing. Combining the positions will allow improve the efficiency, effectiveness, and coordination of the functions of both offices. Creating a Deputy Clerk-Treasurer position will further improve operations by providing appropriate checks and balances on cash and financial management, enabling the cross training and performance of the duties of both offices by more than one person, enhance customer service by increasing available staff to handle phone inquiries and in-person visits, and provide redundancy in staff capabilities if one person is on vacation or other leave or in the event of a vacancy in one of the positions.

The steps in the process of combining positions and creating a deputy position would be as follows;

1. Authorize the Village Manager to proceed with the process of combining the positions of Clerk and Treasurer and creation of a Deputy Clerk-Treasurer position.
2. The Village Manager will prepare draft job descriptions for both positions for submission to council for approval.
3. The Village Manager will prepare a pay scale for both positions for submission to council for approval.
4. If the job descriptions and pay scales are approved, the Village Manager intends to appoint, subject to council approval, Village Clerk Debbie Nogle as Clerk-Treasurer at an appropriate step in the position's pay scale.
5. The Village Manager and Clerk-Treasurer will proceed to advertise, recruit, and hire a Deputy Clerk-Treasurer. The Village Manager would give final approval to the appointment of the Deputy Clerk-Treasurer.

ALTERNATIVES ANALYSIS:

AUTHORIZE THE VILLAGE MANAGER TO PROCEED WITH THE PROCESS OF COMBINING THE CLERK AND TREASURER POSITIONS AND THE CREATION OF A DEPUTY CLERK-TREASURER POSITION.

If council authorizes the combination of the positions and the creation of the deputy position, the Village Manager will proceed with the steps outlined above.

TAKE NO ACTION OR REQUEST THAT THE VILLAGE MANAGER CONSIDER OTHER OPTIONS.

If the council opted to request that the Village Manager consider other options, this direction would be carried out. The Village Manager would consider maintaining current staffing levels and recommend changes to operations, including hours of service and other workload requirements to be able to adequately perform essential functions while reducing or eliminating others. Recruiting and filling the vacant Treasurer position would also be a consideration, although in this tight labor market it may be extremely difficult or impossible to recruit someone with the training and expertise necessary to successfully perform the treasury functions.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

If council authorizes the combination of the positions and creation of a Deputy Clerk-Treasurer position, the village would realize additional salary and fringe benefit costs for the positions. Specific costs cannot be determined until the wage scales for the positions are prepared and approved.

RECOMMENDED MOTION:

To authorize the Village Manager to proceed with the process of combining the Clerk and Treasurer positions into one Clerk-Treasurer position, creating the position of Deputy Clerk-Treasurer, and to prepare and submit to the village council proposed job descriptions and wage scales for both positions for approval prior to undertaking recruitment and selection efforts for the positions.

ATTACHMENTS:



BOARD ACTION SUMMARY SHEET

BOARD MEETING Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Schedule Work Session to Discuss Water and Sewer Infrastructure Concerns*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village Manager McClary is requesting that the village council schedule a work session meeting to discuss critical concerns regarding the water treatment plant and sanitary sewer lagoon and irrigation systems. The intent of the work session would be for DPW Supervisor Dillard to provide an overview of the serious failing conditions of the systems and for council and administration to discuss next steps in addressing these issues.

Attached for the information of council prior to the work session is a working list of public works needs that was prepared recently by DPW Supervisor Dillard.

ALTERNATIVES ANALYSIS:

SCHEDULE THE WORK SESSION TO DISCUSS WATER AND SEWER INFRASTRUCTURE CONCERNS AS REQUESTED.

If council schedules a work session, DPW Supervisor Dillard will have an opportunity to present to council administration's concerns regarding the failing conditions of the village's water treatment and waste water treatment and discharge systems. Council and administration can begin preparing comprehensive plans for addressing these serious deficiencies, including the methods of funding necessary improvements.

DENY THE REQUEST TO SCHEDULE A WORK SESSION OR TAKE NO ACTION.

If council opts to deny the request to schedule a work session or takes no action on the request, administration will have no guidance on how to proceed to address the village's serious infrastructure deficiencies. Conditions at the water treatment plant, sanitary sewer lagoons, and irrigation pivots will continue to worsen, and the result may be the village's violation of state and federal environmental and public health laws. Drinking water quality may deteriorate, and the village's ability to treat sewage will be impeded. The state could take action to enforce necessary water and waste water improvements, including consent judgments or other actions.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To schedule a work session of the village council for _____, 2022, at _____ PM, for the purpose of considering information relating to the condition of the village's water and waste water system systems and preparation of plans to address the adverse conditions of the systems.

ATTACHMENTS:

Village of Stockbridge Improvements Proposal 2022

Village of Stockbridge Improvements Proposal 2022

WSSN 06420

Mi 0057208

GW1810232

Water Treatment Plant

1. Filter tank replacement
 - a. (new building ?)
 - b. (roof remove and replace) to r&r filter tank
2. Replace MCC panel (old wiring/components)
3. Replace/upgrade standby generator
 - a. Automatic transfer switch to Well #5\
4. Replace 6" valves outside of WTP
5. Repair fencing (EGLE)
6. Put propane tanks on concrete pad
7. Upgrade driveway (gravel/asphalt)
8. All doors replaced
9. Add chlorine room
10. Incoming electrical lines to building (EGLE)
11. New heater
12. Upgrade lighting
13. Install sample tap/sink (raw and treated) **completed**
14. Put dehumidifier on pedestal/discharge hose location (EGLE)
15. Workbench
16. Grounds inside of fencing
17. Install eyewash station
18. Chlorine leak alarm?
 19. Yearly generator maintenance/load test

WELL #4

1. Upgrade all electrical
2. Roof repair
3. Paint
4. Interior walls and floors
5. Add to scada
6. Heater
7. Replace door
8. Exterior grounds inside fence
9. Yearly pump efficiency testing

WSSN 06420

Mi 0057208

GW1810232

Well #5

1. Upgrade all electric
2. Automatic transfer switch from generator
3. Heater
4. Roof
5. Paint
6. Interior walls/floors
7. Steps to entrance
8. Replace door
9. Exterior grounds inside fence
10. Yearly pump efficiency testing

Distribution – Water

1. Lead copper lines (inspection and replace)
2. Hydrant replace/flushing
3. Replace 4" mains
4. Valve replacements
5. Lead Copper Tier III update
6. Cross Connection program
7. Valve turning

Water Tower

1. Repair cathodic Protection
2. Concrete floor
3. Valve pit repairs
4. Install sump pump to discharge line
5. Heater
6. Electrical upgrades
7. Repair overflow pipe
8. Remove trees along incoming electric
9. Fencing around tower?
10. Paint tower

WSSN 06420

Mi 0057208

GW1810232

Main Lift Station /Williams Street

1. Upgrade electrical
2. Bring control panel up
3. Repair floor in can station
4. Add to scada
5. Heater
6. Grounds inside fencing

Orrin St. Liftstation

1. Upgrade electrical inside can
2. Heat
3. Grounds inside fencing
4. Yearly generator maintenance/load test

DPW Building

1. Standby generator to run aerators and building?
2. Upgrade electrical panels
3. Floors
4. OH doors
5. Alarm
6. Alarm dialer?
7. Lighting
8. Eyewash
9. Plumbing
10. Lab upgrade

Lagoon #1

1. Repair/move inlet pipe from liftstation
2. Replace docks
3. Replace valves
4. Remover center curtain
5. Repair freeboard
6. Install additional aerators
7. Sludge level?

WSSN 06420

Mi 0057208

GW1810232

Floc Chamber

1. Repair valves **completed**
2. Additional motor for mixer?
3. Additional prop for mixer?
- 4.

Ferric Building

1. Containment wall
2. Repair overflow tank
3. Repair all piping
4. Powerwash and paint
5. Heater
6. Upgrade alarms and electrical
7. Eyewash
8. Venting

Lagoon #2

1. **Replace dock**
2. Replace valves
3. Inspect liner
4. Sludge levels/remove biosolids?
5. **Repair freeboard**
6. Fountain?
7. Ferric feed station 55 gal drum

Lagoon #3

8. **Replace dock**
9. Replace valves
10. Inspect liner
11. Sludge levels/remove biosolids?
12. **Repair freeboard**
13. Fountain?
14. Ferric feed station 55 gal drum

WSSN 06420

Mi 0057208

GW1810232

Lagoon #4

1. Valves replaced
2. Screens fixed
3. Add aerator
4. Ferric feed station 55 gal drum
5. Clean / paint building interior/ exterior
6. Repair discharge meters and controls
7. Standby power
8. Repair freeboard

Irrigation

1. Tires on pivots/ extra tires
2. Check all valves
3. Hydrant repairs
4. End guns replaced
5. Nozzles
6. Install stops on all pivots

Monitor wells

1. Set elevations on repaired wells
2. Replace MW-24 /set elevation
3. Re-establish all wells
4. Repair MW 21-S (fence is on top of it)
5. Establish lanes to wells



BOARD ACTION SUMMARY SHEET

BOARD MEETING: Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Public Hearing and Adoption of FY 2022-23 Millage Rates and Budget Amendments*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village council is scheduled to hold a public hearing on the proposed FY 2022-23 millage rates, adopt the millage rates, and approve the necessary amendments to the FY 2022-23 budget based on the adopted millage rates. A public hearing notice was published by the Village Clerk in accordance with law.

The village will realize a Headlee constitutional millage reduction of its maximum allowable millage rates of 0.9896 without a voter-approved Headlee override. The village's maximum millage rates for 2021 and 2022 are as follows:

	2021 MAXIMUM	2021 LEVY	2022 MAXIMUM	PROPOSED
2022 LEVY				
---General Operating	11.5077	11.5000	11.3880	11.3880
---Streets	4.2682	4.0000	4.2238	4.2238
---TOTALS:	15.7759	15.5000	15.6118	15.6118

During the budget adoption process in February, the council did not consider the millage rates to support the budget. The millage rates must be certified to the county treasurer by June 30, 2022, prior to the levying of the summer taxes.

ALTERNATIVES ANALYSIS:

CONDUCT THE PUBLIC HEARING, ADOPT THE FY 2022-23 MILLAGE RATES, AND APPROVE THE NECESSARY BUDGET AMENDMENTS.

If council adopts the millage rates as proposed, the financial impact will be as indicated below. The village will realize an increase in general operating tax revenue of \$11,789 over last year and an increase in street tax revenue of \$16,720 over last year. The village will be able to file the L-4029 Tax Rate Request with Ingham County and will be able to prepare and mail Summer 2022 tax bills.

CONDUCT THE PUBLIC HEARING, ADOPT ALTERNATE LOWER MILLAGE RATES, AND APPROVE THE NECESSARY BUDGET AMENDMENTS.

If council opts to adopt lower millage rates, the tax revenues for general operating or streets, or both, will be lower. The actual impact would be determined based on the approved millage rates. Each one (1) mil

in tax levy will generate \$33,352 in tax revenue for 2022. The village would file the L-4029 Tax Rate Request based on the approved millage rates and would prepare and mail the Summer 2022 tax bills.

CONDUCT THE PUBLIC HEARING AND TAKE NO ACTION.

If council opts to take no action on this matter, the village would not be in compliance with state law and would not have the authority to levy taxes for 2022. This could result in a financial crisis for the village.

PREVIOUS BOARD ACTION:

None

FINANCIAL IMPACT:

If the council approves the maximum allowable 2022 millage rates, general operating tax revenue will be \$379,812. The streets tax revenue will be \$140,872. This represents an \$11,789 (3.3%) increase in general operating tax revenue from 2021 and an \$16,720 (13.5%) increase in street tax revenue from 2021. The DDA will capture a portion of the tax revenue, although a completely accurate figure is not available.

RECOMMENDED MOTION:

(After public hearing)

#1 - To approve the Village of Stockbridge FY 2022-23 tax millage rates of ____ for general operating purposes and _____ for street improvement purposes.

#2 - To approve the necessary budget amendments to balance the FY 2022-23 budget reflecting the amounts anticipated to be raised by property taxes based on the adopted FY 2022-23 tax millage rates.

#3 - To authorize the Village Clerk to certify the approved tax levies to the appropriate entities as necessary.

ATTACHMENTS:

2022 Complete Millage Reduction Fraction Computation - Ingham County

2021 Tax Rate Request - Village of Stockbridge

Village Council Meeting Minutes of February 25, 2022

2022 COMPLETE MILLAGE REDUCTION FRACTION COMPUTATION - INGHAM COUNTY

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS:

This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2022 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, leave the MRF column blank and enter the notation "IC" for intercounty.

Taxing Jurisdiction	2021	2022	Taxable Value of Losses	Taxable Value of Additions	2022	2022 B.T.R.F.
	Value as of 5/25/2022	Value as of 5/25/2022			Millage Reduction Fraction	
INGHAM COUNTY	8,728,940,017	9,199,572,415	81,824,904	289,391,619	1.0000	.9705
Townships						
Alaledon	234,710,268	248,596,991	1,721,638	7,481,652	.9982	.9663
Aurelius	163,870,760	171,701,210	534,333	2,053,023	.9946	.9628
Bunker Hill	89,612,230	86,952,228	8,247,165	2,424,981	.9944	.9626
Delhi Charter	864,155,295	921,590,037	6,365,664	30,723,547	.9946	.9629
Ingham	86,596,430	90,711,422	515,965	1,745,200	.9995	.9676
Lansing Charter	329,733,773	337,070,044	3,389,122	7,062,409	1.0000	.9889
Leroy	140,613,221	149,513,240	2,720,575	6,517,839	.9961	.9843
Leslie	103,124,106	107,107,131	159,264	967,587	1.0000	.9701
Locke	83,350,286	88,208,156	124,097	1,313,250	.9894	.9578
Meridian Charter	1,910,468,061	2,002,464,589	6,718,525	29,531,405	.9968	.9649
Onondaga	95,006,328	100,327,916	714,875	2,215,333	.9928	.9611
Stockbridge	252,587,329	250,693,577	2,409,718	3,368,382	1.0000	1.0115
Vevay	143,508,475	150,375,659	755,750	2,149,318	.9949	.9631
Wheatfield	83,714,976	88,367,166	385,551	1,063,784	.9860	.9545
White Oak	79,152,615	83,971,515	100,021	2,428,800	1.0000	.9695
Williamstown	272,124,518	285,384,962	765,115	4,033,920	.9963	.9645
Cities						
East Lansing	1,059,883,468	1,106,518,389	6,181,484	20,369,845	IC	IC
Lansing	2,326,303,826	2,494,168,451	35,886,275	149,882,674	IC	IC
Leslie	41,799,254	44,784,733	561,435	1,615,482	.9868	.9553
Mason	246,136,736	258,991,520	2,251,873	5,718,114	.9947	.9629
Williamston	122,488,062	132,073,479	1,316,459	6,725,074	.9986	.9667
Villages						
Dansville	12,315,426	13,350,113	108,194	585,300	.9879	.9563
Stockbridge	31,038,194	33,352,937	337,699	1,305,463	.9896	.9580
Webberville	56,648,062	58,939,472	2,239,439	2,981,740	1.0000	.9723

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Ingham	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021 31,038,194
Local Government Unit Requesting Millage Levy Village of Stockbridge	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHTR	GEN OP	N/A	12.50	11.6961	.9839	11.5077	1.0000	11.5077	10.74	0	N/A
	Local Street	N/A	5.00	4.3381	.9839	4.2682	1.0000	4.2682	2.00	0	N/A

Prepared by **Debbie Nogle** Telephone Number **(517) 851-7435** Title of Preparer **Village Clerk** Date **06/17/2021**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		Debbie Nogle	06/17/2021
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		Molly Howlett	06/17/2021

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



VILLAGE OF STOCKBRIDGE
Special Council Meeting
305 W. Elizabeth Street, Room #112
February 25, 2022 - 7:00pm
UNAPPROVED Minutes

Meeting was called to order by President Howlett at 7:00 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 Mocerì

Others Present:

Debbie Nogle, Village Clerk
Citizens were also present.

b. **Pledge of Allegiance**

President Howlett led the pledge of allegiance.

c. **Approval of Agenda**

MOTION by Uihlein, SUPPORTED by Quintanilla, APPROVED; the February 25, 2022 Special Meeting Agenda.
Motion carried unanimously.

Public Comment – There was public comment.

NEW BUSINESS

FY 2021-22 Budget Amendments

MOTION by Uihlein, SUPPORTED by Quintanilla, APPROVED; FY2021-22 budget amendments as written:

101- General Fund up to \$60,000 due to \$88,016 owing to the SDDA, village only budgeted an expenditure of \$70,000.00 from increased property taxes. Attorney fees were \$18,875 over budget. Salaries in department 269 (Property/Memorial Park/Other) was over budget by \$17,289.

590 – Sewer Fund (borrow from General Fund) up to \$85,000 due to unexpected repairs to the sewer system, Infrastructure Alternatives and overage in salaries, incorrect equipment rental entries into payroll.

591 – Water Fund (borrow from General Fund) up to \$30,000 due to unexpected repairs to the water system, Infrastructure Alternatives and overage in salaries, incorrect equipment rental entries into payroll.

AYES: Quintanilla, Morehouse, Uihlein, Mullins, Cattell, Howlett

NAYES: None

ABSENT: Mocerì

ABSTAIN: None

MOTION PASSED



VILLAGE OF STOCKBRIDGE
Special Council Meeting
305 W. Elizabeth Street, Room #112
February 25, 2022 - 7:00pm
UNAPPROVED Minutes

FY2022-23 – Village of Stockbridge Budget

MOTION by Mullins, SUPPORTED by Quintanilla, APPROVED; the FY2022-23 Village of Stockbridge Budget as amended:

101-301-302.001 302 Funds: change \$0.00 to \$500.00

101-301-818.000 Contracted Services: change \$2,000.00 to \$8,000

101-301-957.000 Professional Development: change \$1,000.00 to \$2,500.00

AYES: Mullins, Cattell, Uihlein, Quintanilla, Morehouse, Howlett

NAYS: None

ABSENT: Mocerri

MOTION PASSED

FY 2022-23 – Stockbridge Downtown Development Budget

MOTION by Uihlein, SUPPORTED by Quintanilla, APPROVED; the FY2022-23 Budget for the Stockbridge Downtown Development Authority as presented.

AYES: Uihlein, Quintanilla, Morehouse, Mullins, Cattell, Howlett

NAYS: None

ABSENT: Mocerri

MOTION PASSED

Hire Zachary Stacy Full-time DPW I

MOTION by Howlett, SUPPORTED by Mullins, APPROVED; to hire Zachary Stacy, Full-time; \$15.00 an hour; waive the 90-day Probationary Period.

AYES: Morehouse, Uihlein, Quintanilla, Mullins, Cattell, Howlett

NAYS: None

ABSENT: Mocerri

MOTION PASSED

New Position - Utility Billing Clerk Position Discussion

MOTION by Uihlein, SUPPORTED by Quintanilla, APPROVED; table the New Position - Utility Billing Clerk Position Discussion

Motion carried unanimously.

Public Comment There was public comment.

ADJOURNMENT:

MOTION by Mullins, SUPPORTED by Cattell, APPROVED to adjourn the Council Meeting at 8:37pm.

Motion carried unanimously.

Respectfully submitted:

Debbie Nogle, Village Clerk



BOARD ACTION SUMMARY SHEET

BOARD MEETING: Council

MEETING DATE: 6/27/2022

AGENDA ITEM TITLE: *Acceptance of Donation of Owl Pro Video/Audio Equipment*

RESOLUTION NO.:

SUBMITTED BY: Darwin McClary

DEPARTMENT: Manager

BACKGROUND SUMMARY:

Village Manager McClary is requesting that the village council formally accept the donation of the Owl Pro audio/video meeting equipment from Village President Howlett and authorize administration to issue a receipt to her for her donation.

As council is aware, the Owl Pro equipment will allow the village to integrate meeting audio and video with Zoom and other web-based meeting platforms to permit the public to attend village meetings virtually. The village will also be able to livestream meetings to YouTube or another video service and to store the video for replay by the public on demand. The village will need to purchase a large screen TV to complete the system to allow council members and the public to see virtual meeting participants, especially those who are addressing the council during public comment periods. The Village Manager is offering to donate the funds for the television monitor and mounting if council accepts the Owl Pro equipment donation.

The council may wish to consider acquiring a second Owl Pro system to cover the entire meeting room at some point in the future when the village is able to appropriate funds for that purpose.

ALTERNATIVES ANALYSIS:

ACCEPT THE DONATION OF EQUIPMENT AS RECOMMENDED AND AUTHORIZE ISSUANCE OF A RECEIPT.
If council accepts the donation, the village will have the capability to adequately provide for virtual public meetings. This capability will greatly enhance citizen engagement in municipal processes and decision making. The village will also have the capability of livestreaming meetings and storing video for playback on demand.

REJECT THE DONATION OF EQUIPMENT OR TAKE NO ACTION.
If council rejects the donation or takes no action, the village will continue to lack the ability to adequately conduct virtual public meetings.

PREVIOUS BOARD ACTION:

04/20/2022 - Village council tabled discussion until the contact is made with a couple companies that have the knowledge and guide the village on set up and format the system for the village.

FINANCIAL IMPACT:

None

RECOMMENDED MOTION:

To accept the donation of the Owl Pro video conferencing equipment from Village President Molly Howlett and authorize administration to issue the appropriate receipt to President Howlett for the donation.

ATTACHMENTS: