

AGENDA
TILDEN TOWNSHIP MONTHLY MEETING

DATE: August 19, 2025

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

ROLL CALL: SUPERVISOR	CLERK	TREASURER	TRUSTEES
VANLUVEN	AHO	FILBRANDT	MARIETTI/THIBEAULT

ACCEPTANCE OF AGENDA: Motion By: Supported By:

APPROVAL OF MINUTES: Motion By: Supported By

PUBLIC COMMENTS:

APPROVAL OF BILLS: Motion By: Supported By:

TREASURER'S REPORT: Placed on file.

COMMUNICATIONS: Recycle 906 Hazardous Waste Information Sheet

SUPERVISOR'S COMMENTS:

WATER BUSINESS:

UNFINISHED BUSINESS: Tilden Township Hall Pavillion/Hall Rental Policy
Southwood Drive Culvert Update
Kari Lane Update
National Mine School Demo Update
CBDG Approval of Bids For Engineering-UPEA Statement of
Qualifications

NEW BUSINESS: CR PE Culvert Replacement
Salary Resolution- Office Manager/Secretary
Lion Bear Ventures Consulting Fee for Grant Application
Advertisement For Notice of Public Hearing
Advertising For Procurement of Bids-TPA for Grant Administration

PUBLIC COMMENT:

ADJOURNMENT:

TIME:

2025 HOUSEHOLD HAZARDOUS WASTE INFORMATION SHEET



Marquette County Solid Waste Management Authority collections are held from May through October with no collections during the winter months. This is a **FREE** service to Marquette County residents. Visit Recycle906.com for more information. Collections are held at the **Marquette County Landfill**, 600 County Road NP, Marquette, MI, from 3–7 p.m. on **May 1st, June 5th, July 10th, August 7th, September 11th, and October 2nd** or **By Appointment** - Please contact us in advance to schedule an appointment at (906) 249-4125 or email landfillmqt@gmail.com.

HOW TO IDENTIFY HHW:

Read the label and look for the signal words, "Danger, Poison, Warning, Caution, Flammable, or Caustic, Preservative". Many common household products fit this category.

SOME EXAMPLES OF HHW TO BE ACCEPTED:

- Antifreeze
- Artist's Paint
- Asbestos Containing Paint
- Ballasts (must be removed from fixture)
- Batteries (car & household)
- Cleaners & Polishes
- Creosote
- Epoxy Catalysts or Hardeners
- Fire Extinguishers
- Flammables
- Fluorescent Bulbs (must be boxed)
- Glass Thermometers
- Lead or Mercury-Containing Paints
- Metallic Mercury & Lead
- Moth Repellents
- Motor Oil
- Nail Polish & Remover
- Non-regulated Home Medical Waste (Lancets, Insulin Syringes, IV Needles)
- Oil Base Paint, Stains, Varnishes
- Oil Filters (put in sealed bag)
- Pesticides
- Photographic Chemicals
- Pool Chemicals
- Propane Tanks (20 lb. max)
- Solvents
- Thermostats
- Transmission Fluid
- Weed Killer
- Wood Preservatives

MATERIALS NOT ACCEPTED:

- Asbestos
- Dried Ethers
- Explosives
- Latex Paint
- Non-Household Waste
- Picric Acid
- Radioactive Material
- Smoke Detectors (ship back to manufacturer)
- Tires
- Unlabeled/Unidentifiable Materials

WE DO NOT ACCEPT PRESCRIPTION/OVER THE COUNTER DRUGS. Please call the following police departments: **Ishpeming City, Marquette City, Negaunee City, Chocoley Township, Forsyth Township, or Michigan State, or Meijer Pharmacy.**

What to Do With HHW: Take your HHW to a collection site by placing the materials in a box. If any container is in poor condition or leaking, place it in a sealed clear plastic bag and make sure all containers are labeled. **Do not mix products!**

Motor Oil, Antifreeze, Transmission, or Brake Fluid: Put each in their own clean, dry container (milk jug with cap). Seal it well and label. Containers with oil will be emptied and given back. **Containers holding contaminated gasoline will not be returned.**

Household Batteries: Alkaline and rechargeable includes lithium-ion, nickel cadmium, nickel metal hydride, and sealed lead acid batteries. Tape the ends on 6-volt, 9-volt, C and D, check out Recycle906.com for more information on how to prepare batteries.

If you are not sure of the acceptability of the material check our Materials Wizard on Recycle906.com or call 906-249-4125

HALL AND PAVILION RENTAL POLICY

PURPOSE

To set policies and procedures in place for the rental of the Tilden Hall and pavilions for the residents.

RESIDENT

A resident is one who owns property within the Township of Tilden.

FEES

The following table shows the rental fees for residents:

Event	Charge	Refund
Family use for funeral or luncheon	No charge	
Parties for up to 100 guests/invites	\$100.00	\$50.00
Wedding Receptions or Parties with more than 100 guests/invites	\$350.00	\$200.00
Pavilion rental	\$50.00	\$25.00

The fee must be paid by the resident prior to renting either the hall or pavilion.

INSURANCE

Renter of Hall and/or Pavilion shall maintain, at its sole expense, liability insurance protecting and insuring both the Renter and the Tilden Township from all claims for injury or damage to person or property arising out of the use of the Property by Renter. The amount of the insurance shall be not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) per occurrence for accident, bodily injury, or death and not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) for property damage. Tilden Township shall be named as an additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance, and Renter must provide Tilden Township with written proof of such coverage, **a week prior**, as a condition precedent to this Agreement, and before Renter is permitted to utilize the Hall and/or Pavilion.

AGREEMENT

Resident may have access to the hall and/or pavilion the day prior after 3pm and thru the day of their event. In the event of a funeral in which the hall or the pavilion is needed, special accommodations will be made to allow for the family, if at all possible. Wedding receptions will have access to the hall the day prior starting at 3pm and have til the following day, following the event, at 12pm to clean. If other special accommodations are needed for an event, approval will need to be granted by two or more board members. Hall or Pavilion is reserved on a first come, first serve basis, and the rental will be granted to the first paying party. The front office will work with the residents to verify payment is received, etc. The renter must abide by the conditions listed on the Hall and Pavilion Rental Agreement. **Attached.**

REFUND

Refund will be issued to the renter if upon confirmation of compliance with the terms contained within the above-mentioned agreement and will follow the Accounts Payable guidelines.

CANCELLATION POLICY

If renter cancels either the Hall and/or Pavilion Rental 30 days prior a full refund will be issued.
If the cancellation is less than 5 business days prior a deposit of 50% will be

SALARY: EMPLOYEE WAGE & BENEFIT PACKAGE

BE IT RESOLVED, that as of April 1, 2025 through March 31, 2026 the township employees' wage and benefits shall be as follows (a 3.5% increase from 2024):

Employee	Per Hour
Janitor	\$19.87
Secretary	\$22.29
Secretary with Notary	\$22.81
Fill-in Secretary	\$19.05
General Laborer	\$19.92
DPW Employee (No License)	\$24.06
DPW Employee (Licensed)	\$25.10
DPW Supervisor (Licensed)	\$27.95

BE IT FURTHER RESOLVED, that all new employees subject to the 90-day probationary period. The following wage scale shall apply to all new employees. Subject to any minimum wage laws, if applicable.

- 0-6 months service = 80% of the above applicable wage
- 6-12 months service = 85% of the above applicable wage
- 12-18 months service = 95% of the above applicable wage
- 18 months service = 100% of the above applicable wage

BE IT FURTHER RESOLVED, that employee benefits will be provided as outlined below;

- Full-time employees receive health insurance, life insurance up to \$50,000, and a 10% contribution plus an additional 3% matching contribution from the Township to their 457-pension plan.
- Part-time employees scheduled to work a minimum of 20 hours per week can opt to receive health or life insurance, but are required to pay for 50% (one half) of the cost. Part-time employees are limited to the rules of the insurance provider whether or not they can participate. Part-time employees also receive the 10% contribution plus an additional 3% matching contribution from the Township to their 457-pension plan.
- On-call/Seasonal, fill-in and other employees and elected or appointed board officials receive no benefits of any kind.

Motion by: _____

Seconded By: _____

Ayes: _____

Nays: _____

Absent: _____

Date: March 25, 2025

Tara Aho, Clerk

Date



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made this _____, between Lionbear Ventures, LLC, a Michigan limited liability company, ("Consultant"), whose address is 9423 Sprucedale Drive, Flushing, Michigan 48433 and

_____, ("Client").

Client desires to retain Consultant as an independent contractor to perform consulting services for Client, and Consultant is willing to perform such services, on the terms described below.

In consideration of the mutual promises contained herein, Consultant and Client (collectively, the "Parties") agree as follows:

1. **Consulting Agreement.** During the term of this Agreement, Consultant will provide services as a Consultant (the "Services") to Client as described on Exhibit A attached to this Agreement.
2. **Compensation.**
 - (a) **Consulting Fee.** As compensation to Consultant for such Services, Client shall pay Consultant \$3,000 at the execution of this contract for Task One in the attached Exhibit A: Scope of Work. Additional Tasks and hourly support agreed to or requested by the Client shall be invoiced monthly at \$175/hour or fixed fee. This fee covers all expenses of Consultant, except such expenses that Client specifically approves according to Section 2(b) of this Agreement.
 - (b) **Expenses.** Consultant is responsible for its own expenses, unless pre-approved in writing by Client. Client agrees to reimburse Consultant, upon receipt of suitable documentation, for reasonable and necessary travel and other expenses that Consultant may incur in connection with performing the Services

pursuant to this Agreement at the specific request of Client and that Client has approved in advance in writing (including email).

- (c) **Benefits.** Consultant is an independent contractor and not an employee of the Client, and as such will not be entitled to benefits provided to Client's employees (if any), including but not limited to health insurance and pension benefits.

3. Length of Agreement. This Agreement shall be in effect for the period commencing on _____ and ending _____ (the "Term"), subject to earlier termination as described in Paragraph 4 below. If both parties agree, the Term can be extended via an amendment to this agreement.

4. Termination of Agreement. This Agreement may be terminated by either party without penalty upon at least 7 days written notice to the other. All work completed prior to receipt of written notice shall be delivered to Client, and Client shall pay for the pro-rated portion of work completed and any expenses authorized per this Agreement and incurred by Consultant. In the event of termination, Client and Consultant shall work together to ensure any outstanding items are smoothly transitioned to Client.

5. Confidential Information.

- (a) **Definition of Confidential Information.** "Confidential Information" as used in this Agreement shall mean any and all non-public proprietary information of either party, whether in writing or not, including but not limited to, all data, compilations, summaries, programs, devices, strategies, or methods concerning or related to the disclosing party's business operations, including: finances, financial condition, employee relations, information relating to internal affairs and policies, marketing and business plans, future plans, concepts, competitive strategies, pricing, margins, designs, models, customer and suppliers lists and the identities and business preferences of the disclosing party's actual and prospective customers and suppliers; terms and conditions of purchases, sales, trade secrets as defined by state and federal law, and/or as defined by the jurisdictions, whether foreign or domestic, in which the disclosing party's operates; any other information and knowledge with respect to all projects or plans of the disclosing party's in any stage of development or evaluation by the disclosing party.

Confidential Information **does not include** information that: (1) is or becomes part of the public domain other than as a result of disclosure by the receiving party; (2) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that source is not bound with respect to that information by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting that information by a contractual, legal or other obligation; or (3) can be proven by the receiving party to have been in receiving party's possession prior to disclosure of the same by the disclosing party. The receiving party shall have the burden of proving the applicability of any of the above exceptions. In the event a recipient of Confidential Information

is compelled to disclose it by valid subpoena or court order, the recipient will immediately notify the owner of the Confidential Information in writing so they have an opportunity to object or take other protective measures.

- (b) **Confidentiality.** During the term of this Agreement and at any time thereafter, except as required by the disclosing party, the receiving party will not use, publish, disclose, appropriate or communicate, directly or indirectly, any Confidential Information except as needed to complete the Services.
 - (c) **Contractor Relationship.** This Agreement, including but not limited to the provisions of this Section, is not intended to have, and shall not be construed as having, the effect of preventing Consultant at any time from being employed by, performing services for or engaging in any other business activity with any other business entity in any executive, administrative or other capacity and/or using in such employment, services or business activity Consultant's professional, executive, administrative and managerial skills, abilities, know how, training and experience, without regard to when or in whose employment all or part of same may have been acquired. However, in doing so, Consultant shall not disclose or use Client's Confidential Information in violation of this Section.
 - (d) **Non-Interference.**
 - (i) Nothing in this Agreement prohibits any person, including Consultant, from making a good-faith report to an agency, or from disclosing or discussing conduct they reasonably believe to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear violation of public policy, or the existence of a settlement involving any such event or conduct.
 - (ii) Nothing in this Agreement prohibits any person, including Consultant, from reporting an event that Consultant reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a government agency.
6. **Return of Documents and Property.** Upon the expiration of the Term or termination of this Agreement, at the disclosing party's request the receiving party shall return all Confidential Information in its possession and shall delete any computerized and/or electronic Confidential Information in its files.
7. **Independent Contractor.** It is understood and agreed that Consultant shall perform the Services as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. This Agreement does not establish an employment, partnership, joint venture or agency relationship between Consultant and Client. Consultant is retained by Client only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Consultant is not required to provide services exclusively to Client and Consultant is free to undertake other engagements with other business entities in accordance with Section 5(c) above.

Consultant shall be solely responsible for the performance of the Services, and, subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details and means of performing the Services, subject to the specifications and limitations of Client. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services, but Client retains the right to control the overall objectives regarding the duties and/or work to be performed by Consultant.

- (a) Consultant hereby represents and warrants that Consultant is solely and exclusively responsible for paying all federal, state and/or local taxes and withholdings with respect to any fees Consultant receives as a result of the performance of the Services. In addition, Consultant represents and warrants that it will comply with any other applicable statutory or contractual obligations, including but not limited to, workers' compensation insurance, health insurance, and unemployment insurance as part of Consultant's status as an independent business.
- (b) Consultant shall not have authority to, nor shall Consultant represent itself as having such authority to, bind or incur any liabilities on behalf of Client nor shall Consultant's owners or employees hold themselves out as an employee of Client or hold themselves out as an agent of Client in any other manner, or for any other purpose, than is specifically prescribed in this Agreement.
- (c) Consultant shall perform the Services at any place or location and at such times as Consultant shall determine, subject to the deadlines specified by Client. Consultant shall provide Consultant's own equipment to perform the Services and acknowledges that it has the required equipment, skills, facilities and tools for the performance of the Services.

8. Insurance. Consultant agrees that from the time of commencement of Services until termination of Services, Consultant shall provide and maintain in effect the types and minimum amounts of insurance required by the applicable government of the jurisdiction where the Services are primarily performed, if any. When required by Client, Consultant will furnish certificates of insurance as evidence of the above-required policies. Consultant may, but is not required to, carry any additional insurance that it deems prudent in its sole determination.

9. Indemnity. Client agrees that Client will be totally responsible for and indemnify Consultant completely for any and all personal injury to third parties and tangible property, personal or realty, of third parties caused by Client's negligence or willful misconduct in performance of its obligations under this Agreement.

Consultant agrees to indemnify, protect and hold Client harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation

premiums, and any contributions imposed or required under federal, state and local laws, with respect to Consultant.

- 10. Limitation on Consultant Liability.** Client understands that it holds responsibility for making all decisions and taking all actions. As a result, Consultant shall not be liable for decisions, actions, and results of the organization before, during or after providing Services related to the Client's project. Consultant Consulting does not guarantee any particular results of this consultancy and cannot be held accountable for the outcome or success of these undertakings.
- 11. Compliance.** Both Parties shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to this Agreement and the Services to be provided hereunder.
- 12. Assignment.** Neither Consultant nor Client shall assign all or any part of this Agreement without the prior written consent of the other party.
- 13. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 14. Entire Agreement.** This Agreement, including any Exhibits, constitutes the entire agreement between the Parties with respect to the Services to be performed by Consultant under this Agreement.
- 15. Modifications.** None of the provisions of this Agreement may be waived, changed or altered except by an instrument in writing signed by both Parties.
- 16. Headings.** Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.
- 17. Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.
- 18. Governing Law.** This Agreement and all matters relating to the meaning, validity or enforceability thereof and the performance of services hereunder shall be governed by the laws of the State of Michigan, without regard to its conflict of law principles.
- 19. Notices.** Any notice required or permitted to be given by one party to the other pursuant to this Agreement shall be in writing and shall be given by certified letter (postage prepaid) addressed to the party intended as the recipient as follows:

If to Client: Name
 Address

If to Consultant: Lionbear Ventures, LLC
9423 Sprucedale Drive
Flushing, Michigan 48433
Attn: Ashley Connelly

20. Construction. This Agreement shall be construed and interpreted in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Each party further acknowledges and agrees that they have had the opportunity to consult with, or have consulted with, attorneys of their own choosing regarding the terms and conditions of this Agreement, that they both understand the meaning and effect of each provision contained in this Agreement, and that they have voluntarily and knowingly entered into this Agreement.

Further, Client and Consultant expressly represent and warrant that in executing this Agreement they have not relied upon any representation or statement not set forth in this Agreement, whether made by Client's or Consultant's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement or otherwise.

21. Counterparts. This Agreement may be executed via facsimile, in electronic format including e-signature program, and/or in multiple, original counterparts, each of which will be an original but all of which, when taken together, shall constitute one and the same document. This Agreement, when taken together, bears an authorized signature of Client and Consultant.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Tilden Township

By:

Its:

Lionbear Ventures, LLC, a Michigan limited liability company

By:

Its: President & CEO

Exhibit A Scope of Work

Task 1: MSHDA Mi Neighborhood 3.0 Grant Application

- LBV will write a complete grant application for the project on behalf of Client
- Client to supply all necessary documentation
- Estimated at 20 service hours

Fee: \$3,000

Payment Terms: Payment due upon contract execution

If the township is interested in grant administration services in the case of an award, Lionbear can provide additional packages for consideration.

**Lionbear makes no guarantees on funding award outcomes.
Content developed will be delivered to and owned by the client for future use.*

CDBG Infrastructure Checklist

Submit WITH Application

Proof of Funding – Documentation for all project costs, including leverage/match funds. (match NOT required for round 2.0-3.0 TBD)

Public Hearing Documentation

- Public Hearing Publication Affidavit and meeting minutes.
- Newspaper notice published at least five calendar days before the hearing.
- **Notice must include:**
 - Total available funding for the project.
 - Eligible activities and amount allocated for LMI households.
 - Displacement minimization plans (if applicable).
 - Prior CDBG performance (if applicable).
- Proof of publication (affidavit or full newspaper page showing publication date and notice text).
- Draft meeting minutes for application submission; final minutes and attendance roster submitted before grant award.

CDBG Authorizing Resolution (Form 2-A)

- Adopted Authorizing Resolution (Form 2-A, CDBG Policy Manual) including:
 - Project identification and funding request.
 - Consistency with community development plan.
 - LMI occupancy requirements.
 - Statement on no pre-award costs before authorization.
 - Authorization to submit application.
 - Titles of authorized officials for signing application, grant agreement, payment requests, and NEPA certification.

Current Procurement Policy – Must meet 2 CFR Part 200 standards.

Additional for Housing Infrastructure Projects

Detailed Project Map – Parcel & unit locations.

Unit List Table – Total units, LMI units, housing type, tenure.

Site Control Documentation (include one of the following)

- Warranty deeds
- Option to purchase
- Proof of ownership

Approved Plans / Readiness Documentation (include all of the following)

- Stamped engineering plans (infrastructure)
- Specifications for infrastructure
- Site plans for housing units
- Architectural drawings for housing units
- Zoning approval documents
- Local site plan approvals

Financing Documentation

- Third-party cost estimates (infrastructure improvements)
- Proof of funding (infrastructure and housing)
- Project proforma – rental (CDBG New Unit for Rent Proforma)
- Project proforma – for-sale (CDBG New Unit for Sale Proforma)

Environmental Documentation

- Phase I ESA (dated within 5 years) – with REC references if applicable
- Phase II ESA (if applicable)

After Application Approval / Before Grant Agreement

Annual Profile Review – Return to MSHDA with Authorized Signature Designation.

NEPA Environmental Review – Must be approved before incurring any costs.

Local Program Guidelines – Submit within 60 days of grant agreement execution.