



BOARD OF TRUSTEES
Regular Meeting
November 8, 2017
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
 - A. Burch Tank public hearing as required for an application for an Industrial Facilities Tax Exemption Certificate.
7. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
8. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – October 25, 2017- regular meeting
 - C. Minutes – October 30, 2017-special meeting
 - D. Accounts Payable
 - E. Payroll
 - F. Meeting Pay
 - G. Fire Reports
10. NEW BUSINESS
 - A. Discussion/ Action: (DePriest) Hold Public Hearing to provide public comment on Industrial Facilities Exemption Certificate requested by Burch Tank and Truck. Approve the Resolution to grant the Industrial Facilities Exemption Certificate for a period of Twelve (12) years.
 - B. Discussion/ Action: (Stuhldreher) Approval to grant to the City of Mt. Pleasant an Avigation Easement on Township owned property located along the flight path at the Mt. Pleasant Municipal Airport
 - C. Discussion/ Action: (Stuhldreher) Approval of a Facilities Use Agreement between the Township and the Union Township Kids Little League and between the Township and the Mt. Pleasant Area Girls Youth Softball Association and to allow the Township Manager to execute same on behalf of the Township
 - D. Discussion/ Action: (Gallinat) Adopt Sidewalk Waiver Moratorium Resolution
11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
12. MANAGER COMMENTS
13. FINAL BOARD MEMBER COMMENT
14. CLOSED SESSION
 - A. Manager Compensation Discussion requested by Clerk Cody
15. ADJOURNMENT

2017 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting

A regular meeting of the Charter Township of Union Board of Trustees was held on October 25, 2017 at 7:00 p.m. at Union Township Hall.

Meeting was called to order at 7:00 p.m.

Roll Call

Present: Clerk Cody, Treasurer Rice, Trustees B. Hauck, Lannen, Mikus, and Woerle

Excused: Supervisor Gunning

In the absence of Supervisor Gunning, **B. Hauck** nominated **Woerle** supported to name Trustee Mikus as President Pro Tem. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Approval of Agenda

Rice moved **Woerle** supported to approve the agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Presentations

Isabella County Drain Commissioner updated the Board on the Mission Creek Drain.

Public Hearings

Public Comment - open 7:11 p.m.

Stuart Black, Isabella County Senior Assistant Prosecutor, announced he will be running for the future Probate Judge seat in Isabella County.

Reports/Board Comments

Lannen –Updates from Isabella County Board of Commissions.

Woerle – Updates from Planning Commission.

Mikus- **Mikus** moved **Lannen** supported to have the Township Manager prepare a sidewalk zoning moratorium on sidewalks waiver and bring back to the Board at the November 8th meeting. **Vote: Ayes: 6 Nays: 0. Motion carried.**

Consent Agenda

- A. Communications
- B. Minutes September 13, 2017 – Regular Meeting
- C. Bills
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. 2.10 Communication & Support to the Board
- H. 2.5.10 Cash Flow Ratio

Rice moved **Cody** supported to approve the consent agenda as presented. **Vote: Ayes: 6 Nays: 0. Motion carried.**

BOARD AGENDA

A. Discussion/ Action: (DePriest) Set Burch Tank Public Hearing

Woerle moved Lannen supported to approve scheduling a public hearing for November 8, 2017 and approval to place legal ad in the Morning Sun as required for an application for an Industrial Facilities Tax Exemption Certificate by Burch Tank & Truck, Inc. **Vote: Ayes: 6 Nays: 0. Motion carried.**

B. Discussion/ Action: (Stuhldreher) Policy Governance – 4.3 Delegation to the Township Manager

Discussion by the Board.

EXTENDED PUBLIC COMMENT - Open 7:50 p.m.

Debra Gray-Francke, 624 Highland St, Mt. Pleasant - Owns commercial property in Township, commented on MI Department of Licensing and Regulatory Affairs release of advisory bulletin regarding authorization of medical marihuana facilities in municipalities.

MANAGER COMMENTS

- Reminder to the Board of upcoming expirations on Boards/Commissions.
- Sidewalk / Pathway Committee have met a few times and have scheduled to meet twice in November and twice in December.
- EDA Board approved their FY18 Budget and recommended approval to the Board of Trustees.
- Planning Commission Open House went well, had advertised on LED Board on Mission and on 104.3 radio station to enhance public participation.
- FY18 Work Session set for October 30, 6 pm to 8 pm.

FINAL BOARD MEMBER COMMENTS

Mikus – Commented on upcoming state law in regards to medical marihuana.

Woerle – commented on psychology conference he attended on diversity.

Hauck – He helped to unload 1500 pumpkins, which will be carved and lit up on Halloween in Shepherd.

CLOSED SESSION

ADJOURNMENT

Rice moved Cody supported to adjourn the meeting at 9:43 p.m. **Vote: Ayes: 5 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

2017 CHARTER TOWNSHIP OF UNION
Board of Trustees
Special Meeting

A special meeting of the Charter Township of Union Board of Trustees was held on October 30, 2017 at 6:00 p.m. at Union Township Hall.

Meeting was called to order at 6:00 p.m.

Roll Call

Present: Clerk Cody, Trustees B. Hauck, Lannen, Mikus, and Woerle

Excused: Supervisor Gunning and Treasurer Rice

In the absence of Supervisor Gunning, **Lannen** nominated **Woerle** supported to name Trustee Mikus as President Pro Tem. **Vote: Ayes: 5 Nays: 0. Motion carried.**

Approval of Agenda

B. Hauck moved **Cody** supported to approve the agenda as presented. **Vote: Ayes: 5 Nays: 0. Motion carried.**

Public Hearings

Public Comment - open 6:03 p.m.

No comments were offered.

Reports/Board Comments

BOARD AGENDA

- A. Discussion/ Action: (Stuhldreher) FY2018 Recommended Budget Discussion**
Discussion was held by the Board of Trustees.

EXTENDED PUBLIC COMMENT - Open 7:03 p.m.

No comments were offered.

MANAGER COMMENTS

FINAL BOARD MEMBER COMMENTS

Lannen – Commented that the FY18 Recommended Budget work study very valuable and thanked staff for the work that they invested.

CLOSED SESSION

ADJOURNMENT

Mikus adjourned the meeting at 7:05 p.m. **Vote: Ayes: 5 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

DRAFT

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Norm	Woerle	11/20/2020
2-Chair	Phil	Squattrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2018
4-Secretary	Alex	Fuller	2/15/2020
5-Vice Secretary	John	Zerbe	2/15/2018
6	Ryan	Buckley	2/15/2019
7	Denise	Webster	2/15/2020
8	Erik	Robinette	2/15/2018
9	Dwayne	Strachan	2/15/2018
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2018
3-Vice Secretary	Jake	Hunter	12/31/2019
4-Secretary	Mike	Darin	12/31/2019
5	Paul	Gross	12/31/2018
Alt. #1	Andy	Theisen	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2018
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2018
2	James	Thering	12/31/2018
3	Brian	Neyer	12/31/2018
Alt #1	Mary Beth	Orr	1/25/2019
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Laura	Coffee	12/31/2018
2	Mike	Lyon	12/31/2018
3	Jay	Kahn	12/31/2018
4	Phil	Mikus	11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2017
2	Richard	Klumpp	12/31/2017
3	Andy	Theisen	12/31/2017
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2017
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2019
2	James	Zalud	4/14/2019
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2019
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2018
7	Sarvjit	Chowdhary	1/20/2018
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	Mark	Perry	3/26/2018
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2018
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2018
5 Member at large	Barbara	Anderson	8/15/2019

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CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 10/26/2017 - 11/08/2017

Page: 1/3

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
11/01/2017	101	146 (E)	01233	UNITED STATES OF AMERICA	RURAL DEV I BOND PMT (92-04)	16,412.49
11/02/2017	101	147 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2270 NORTHWAY DR	32.01
					2055 ENTERPRISE DR	225.17
					5525 E REMUS RD	47.42
					5537 E BROADWAY RD	33.45
					1933 S ISABELLA RD	465.48
					5144 BUDD ST	29.09
					5142 BUDD ST	101.24
					1660 BELMONT DR	44.68
					900 MULBERRY LN	54.51
					5240 E BROOMFIELD RD	621.40
					3998 E DEERFIELD RD	62.10
					5369 S CRAWFORD RD	44.68
					3248 S CONCOURSE DR	97.63
					5076 S MISSION RD	569.65
					4795 S MISSION ST	2,177.61
					4797 S MISSION ST #BARN	190.34
					5228 S ISABELLA RD	5,577.63
					4822 ENCORE BLVD	116.69
					4244 E BLUEGRASS RD	40.62
					800 CRAIG HILL RD	40.31
					4520 E RIVER RD	217.20
					1633 S LINCOLN RD	152.46
					5319 E AIRPORT RD	34.22
					1046 S MISSION ST	87.19
					1605 SCULLY RD	36.49
					2188 E PICKARD RD	92.51
					1776 E PICKARD RD	131.98
					1876 E PICKARD RD	31.67
					2180 S LINCOLN RD	25.28
					2495 E DEERFIELD RD	68.42
					2424 W MAY ST	246.44
					4511 E RIVER RD	11,846.96
					2279 S MERIDIAN RD PUMP HOUSE	43.27
					2010 S LINCOLN RD	671.35
					2279 S MERIDIAN RD	1,634.08
						<u>25,891.23</u>
11/02/2017	101	148 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
11/02/2017	101	149 (E)	00146	VOID		V
				Void Reason: Created From Check Run Process		
11/08/2017	101	19699	00013	AIRGAS USA, LLC	STEEL GAS CYLINDERS	512.59
11/08/2017	101	19700	00020	JAMES ALWOOD	WELL SITE LEASE-OCT 2017	498.88
11/08/2017	101	19701	01564	AMERICAN EXCAVATING	BULK WATER PERMIT REFUND	322.00
11/08/2017	101	19702	00072	BLOCK ELECTRIC	INSTALL LED LIGHTING @ WATER PLANT	1,552.02
					INSTALL LED LIGHTS @ MISSION RD SHOP	1,361.51
					REPLACE MCDONALD PAVILION LIGHTS/EXT TWP	1,222.29
						<u>4,135.82</u>
11/08/2017	101	19703	00095	C & C ENTERPRISES, INC.	UNIFORM ALLOWANCE - GALLINAT	54.50
11/08/2017	101	19704	00099	CENTRAL CONCRETE PRODUCTS CO. INC	ISABELLA WELL SITE - BACK ROOM	57.50
11/08/2017	101	19705	00155	COYNE OIL CORPORATION	GAS & FUEL	698.05

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					GAS & FUEL	843.45
					GAS & FUEL	1,001.62
					GAS & FUEL	778.98
					GAS & FUEL	639.34
						<u>3,961.44</u>
11/08/2017	101	19706	01242	CULLIGAN WATER	WATER - WWTP	13.00
11/08/2017	101	19707	01168	D & D ASPHALT SPECIALISTS, LLC	HANDICAP PARKING SPACE MARKING-JAMESON	385.00
11/08/2017	101	19708	01171	DBI BUSINESS INTERIORS	STAPLER FOR BLDG DEPT	14.99
					TONER FOR WTR/S-BINDERS FOR PLANNING	<u>165.93</u>
						180.92
11/08/2017	101	19709	00183	DIXON ENGINEERING, INC.	WATER TOWER PAINT JOB-ADMIN	162.50
11/08/2017	101	19710	00195	EJ USA, INC	PICKARD HYDRANT & STOCK REFILL	7,822.86
11/08/2017	101	19711	00201	ELHORN ENGINEERING COMPANY	CHLORINE	4,393.00
11/08/2017	101	19712	01563	ENVIRONMENTAL DYNAMICS INT	DIFFUSER, PERMACAP	939.35
11/08/2017	101	19713	00209	ETNA SUPPLY COMPANY	SUPPLIES FOR HOOKUPS	1,256.00
11/08/2017	101	19714	00248	GILBOE'S LOCK & SAFE SERVICE	REPLACE LOCK @ WWTP	76.00
11/08/2017	101	19715	00261	GRAINGER	SPRING RETURN HOSE REEL FOR WATER PLANT	480.68
11/08/2017	101	19716	00324	ISABELLA CORPORATION	DRILL SERVICE FOR HOOKUP-PT ROYALE/CMCMH	2,000.00
11/08/2017	101	19717	01540	ISABELLA COUNTY COMMISSION ON AGING	NEW MASTER PLAN-OPEN HOUSE REFRESHMENTS	50.00
11/08/2017	101	19718	00337	ISABELLA COUNTY TREASURER	MTT/BOR REFUNDS-PEP-CMU, ETC.	1,449.33
11/08/2017	101	19719	01177	JOHN COON	BULK WATER PERMIT REFUND	385.00
11/08/2017	101	19720	00356	KENNEDY INDUSTRIES, INC.	PUMP STATION #5 SERVICE	12,737.00
11/08/2017	101	19721	00360	KIMBALL MIDWEST	MULTI TOOL & DRILL SET	258.90
11/08/2017	101	19722	01561	LAMAR COMPANIES	MASTERPLAN OPEN HOUSE BILLBOARD AD	500.00
					MASTERPLAN OPEN HOUSE BILLBOARD AD	<u>200.00</u>
						700.00
11/08/2017	101	19723	00733	MICHIGAN ASSN. OF PLANNING	MEMBERSHIP JULY 1,2017 TO JUNE 30, 2018	800.00
11/08/2017	101	19724	00415	MICHIGAN CAT	GLASS REPLACEMENT-CATERPILLAR	252.28
11/08/2017	101	19725	00422	MICHIGAN PIPE & VALVE	TUBING FOR WATER HOOKUPS	375.00
					HOOKUP MATERIALS	2,038.00
					FIRE HYDRANTS PICKARD	<u>240.00</u>
						2,653.00
11/08/2017	101	19726	01322	STATE OF MICHIGAN MDEQ	WATER SUPPLY ANNUAL FEE 2018	5,650.06
11/08/2017	101	19727	01266	MOREYS LOGO.COM	HANDICAP SIGNS DECALS, AND FIRE LANE	142.00
11/08/2017	101	19728	00512	PARKSON CORPORATION	KIT, BRUSH/ SUB ASSEMBLY-PARTS FOR MAINT	1,883.62
11/08/2017	101	19729	00532	PLUMMER'S ENVIRONMENTAL SERV.	BULK WATER PERMIT REFUND	135.00
11/08/2017	101	19730	01562	RACHEL TILMANN	DEPOSIT REFUND FOR JAMESON RENTAL	150.00
11/08/2017	101	19731	01137	MARK ROCKAFELLOW	CLOTHING ALLOWANCE REIMBURSEMENT	100.00
11/08/2017	101	19732	00574	SAGINAW VALLEY CHAPTER ICC	FIRE ALARM REVIEWS TRAINING-RENTAL INSP	45.00
11/08/2017	101	19733	01364	SHERRIE TEALL	MGFOA BUDGET TRAINING-MILEAGE REIMB	83.46
11/08/2017	101	19734	00649	THIELEN TURF IRRIGATION, INC.	WINTERIZE IRRIGATION-MCDONALD BALL PARK	160.00
11/08/2017	101	19735	01554	UNIFIRST CORPORATION	UNIFORMS	75.76
					UNIFORMS	39.89
					UNIFORMS	44.42
					UNIFORMS	39.89
					UNIFORMS	<u>123.95</u>
						323.91
11/08/2017	101	19736	01314	VERIZON WIRELESS	CELL PHONES 9-16-17 TO 10-15-17	501.42
11/08/2017	101	19737	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT-OCT 2017	1,500.76
11/08/2017	101	19738	00791	JANE CHAFFEE	FLEX MEDICAL REIMBURSEMENT 11-2-17	95.00

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DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION

CHECK DATE FROM 10/26/2017 - 11/08/2017

Page: 3/3

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
11/08/2017	101	19739	01559	GALLINAT, PETER	FLEX MEDICAL SPENDING REIMB 11-2-17	249.80
11/08/2017	101	19740	00362	KRAPOHL FORD & LINCOLN	2015 FORD F-250 OIL CHANGE	42.35
11/08/2017	101	19741	00601	KIMBERLY SMITH	FLEX MEDICAL REIMB 11-8-17	753.88

101 TOTALS:

Total of 47 Checks:

100,657.53

Less 2 Void Checks:

0.00

Total of 45 Disbursements:

100,657.53

<p style="text-align: center;">Charter Township of Union Payroll</p>
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CHECK DATE: November 2, 2017

PPE: October 28, 2017

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$ 45,570.89
Employer Share Med	651.47
Employer Share SS	2,785.50
SUI	2.06
Pension-Employer Portion	3,057.47
Workers' Comp	526.20
Life/LTD	449.07
Dental	1,800.78
Health Care	28,338.76
Cobra/Flex Administration	133.40
PCORI Fee	
Total Transfer to Payroll Checking	\$ 83,315.60

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$ 29,080.99
EDDA	
WDDA	
Sewer Fund	25,423.03
Water Fund	28,811.58
Total To Transfer from Pooled Savings	\$ 83,315.60

CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM
2017

BOARD MEMBER: Bill Hauck

MONTH: Sept.

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
9-28-17	I.C.R.C.	X		\$50.00

SIGNATURE: Bill Hauck **Date:** 10-25-17

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.

**CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM
2017**

BOARD MEMBER: Tim Lannen

MONTH: October

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
10-3	FCBC	✓		\$50
10-17	ICBC	✓		\$50

SIGNATURE: Tim Lannen Date: 10-25-17

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.



REQUEST FOR TOWNSHIP BOARD ACTION

To: Township Board of Trustees

FROM: Patricia M DePriest, Assessor

DATE FOR BOARD

CONSIDERATION: 11/08/17

ACTION REQUESTED: Hold Public Hearing to provide public comment on the Industrial Facilities Exemption Certificate requested by Burch Tank & Truck. Approve the Resolution to grant the Industrial Facilities Exemption Certificate for a period of Twelve (12) years.

Current Action X Emergency

Funds Budgeted: If Yes Account # 101-257-900-000 No N/A X

Finance Approval MDS

BACKGROUND INFORMATION

Burch Tank & Truck, Inc is a third-generation family run business, founded in 1990. Burch Tank has its headquarters located in Union Township, with an additional facility located in Midland. The facility is located in the East Downtown Development District. Over the last 27 years they have grown into a 20-bay facility for original equipment manufacturing of cargo tanks as well as a complete repair, alteration, maintenance, and inspection facility that employs on staff a design certified engineers, several registered inspectors recognized by the Department of Transportation as certified code welders and other production and administrative staff. The company currently employs approximately 45 individuals.

In 2012 Burch Tank & Truck built a 6,000-square foot addition investing more than \$400,000. In 2014 they purchased new equipment totaling approximately \$200,000 for which they applied for and were granted an Industrial Facilities Exemption Certificate for a period of six years (6) which expires December 30, 2020.

The Planning Commission approved the site plan in August of 2017. On October 25th, 2017 the Board of Trustee's vote to schedule a Public Hearing at the regular scheduled Township Board Meeting November 8, 2017.

The new addition will include a 22,000 square foot building with two new pieces of equipment, an 8 foot x 20 foot fiber laser as well and a 550-ton press brake. The expansion of the facility is expected to add approximately 15 new jobs. Total investment associated with this expansion is valued at over \$1,000,000.00.

Burch Tank has applied for an Industrial Facilities Tax Exemption Certificate for this project. If approved the Certificate would exist for 12 years. As part of the application, an Agreement of

Understanding is to be executed between the parties as required by Act 334 of the Public Acts of 1993, as amended, which is an amendment to Act 198 of the Public Acts of 1974, which provides that a new industrial facilities exemption certificate shall not be approved by a local unit unless a written agreement is entered into between the local unit of government and the Company. The attached Agreement of Understanding, negotiated with the applicant, sets the conditions upon which the Township shall rely on in approving the tax abatement application. Highlights of the Agreement include:

- Annual reporting requirements to the Township
- Consequences of not completing or abandoning the project and nonpayment of taxes
- A timeline for project completion

The increased property tax revenue impact of the new investment is shown below.

	Tax Revenue impact in the first year	Tax Revenue impact over the 12 year life of the exemption certificate
Township	\$750.00	\$9,000
All other Units	\$11,527	\$138,324
Total	\$12,277	\$147,324

Scope of Services

November 8, 2017 a Public Hearing will be held to seek public input on the Industrial Facilities Tax Exemption application and associated Agreement of Understanding. The Township Board of Trustee's will act on the Resolution to approve the application. The exemption provides for a fifty percent (50%) reduction of the Township and all other entities millage's for which taxes are levied.

Justification

The approval of the Industrial Facilities Exemption application and associated Agreement of Understanding will facilitate the retention a valued industry; increase the tax base and add approximately 15 jobs needed to the community.

Project Improvements

The following Board of Trustees goals addressed in this item (From Policy 1.0: Global End) are:

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity, and social diversity
- Commerce

Costs

The property tax revenue impact of approving the Industrial Facilities Tax Exemption is shown below. As this is a 50% tax abatement, the reduction in tax revenue from the new investment is the same amount as shown in the table above.

	Tax Revenue impact in the first year	Tax Revenue impact over the 12 year life of the exemption certificate
Township	\$750.00	\$9,000
All other Units	\$11,527	\$138,324
Total	\$12,277	\$147,324

Project Time Table

The completion date for the new construction is estimated to be February 1, 2018. It is estimated the increased production capacity will be on line by June 1, 2018. The new jobs creation target is estimated to be met by December 31, 2020.

Following the public hearing on November 8, 2017, the next step will be to consider for approval the granting of the Industrial Facilities Tax Exemption application and associated Agreement of Understanding.

Resolution

Authorization is hereby given to Clerk, Lisa Cody and Manager, Mark Stuhldreher to sign the Agreement of Understanding and the Affidavit of Fees on behalf of the Charter Township of Union.


Resolved by _____ Seconded by _____

Yes:
No:
Absent:

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws, and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission


13a. Preparer Name Patricia M DePriest	13b. Telephone Number (989)772-4600 ext 230	13c. Fax Number (989) 773-1988	13d. E-mail Address PatriciaMDePriest@uniontownshipmi.com
14a. Name of Contact Person Jeff Harrison	14b. Telephone Number (989)772-6266	14c. Fax Number (989)773-8143	14d. E-mail Address JeffHarrison@uniontownshipmi.com
15a. Name of Company Officer (No Authorized Agents) Jeffery Harrison			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (989)773-8143	15d. Date 9/6/2017
15e. Mailing Address (Street, City, State, ZIP Code) 2253 Enterprise Dr Mt. Pleasant, MI 48858		15f. Telephone Number (989)772-6266	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability		16c. LUCI Code 37-14 16d. School Code 37010	
17. Name of Local Government Body Charter Township of Union		18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk 	19b. Name of Clerk Lisa Cody	19c. E-mail Address lcody@uniontownshipmi.com
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 2010 S Lincoln Rd. Mt. Pleasant, MI 48858		
19e. Telephone Number 989-772-4600	19f. Fax Number (989)773-1988	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

RESOLUTION TO APPROVE INDUSTRIAL FACILITIES EXEMPTION BURCH TANK & TRUCK

The following preamble and resolution were offered by _____
And supported by _____

Resolution Approving Application of Burch Tank & Truck, LLC

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on April 10, 2013 the Charter Township of Union Board by resolution established an Industrial Facilities District; and

WHEREAS, Burch Tank and Truck, Inc. has filed an application for an Industrial Facilities Exemption Certificate with respect to a new building to be built located in our Industrial Facilities District; and

WHEREAS, before acting on said application, the Township Board held a hearing on November 8, 2017, at the Charter Township of Union Hall, 2010 S. Lincoln Road, Mount Pleasant, Michigan at 7:30 p.m., at which hearing the applicant and the Assessor and a representative of the affected taxing units were given written notice and were afforded the opportunity to be heard on said application; and

WHEREAS, the construction of the facility had not begun earlier than six (6) months before November 8, 2017 the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create, or prevent loss of employment in the Charter Township of Union; and

WHEREAS, the aggregate SEV of real property exempt from Ad Valorem taxes within the Charter Township of Union, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV unit, plus the SEV of personal and real property thus far exempted.

NOW, THEREFORE BE IT RESOLVED BY, the Charter Township of Union that:

1. **The Charter Township of Union finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate number of certificates previously granted and currently in force under Act 198 of the Public Acts of 1974 and the Act 255 of the Public Act of 1978, shall not substantially impede the operation of the Charter Township of Union, or impair the financial soundness of a taxing unit which levies ad Valorem property taxes in the Charter Township of Union.**
2. **The application from Burch Tank & Truck, Inc. for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District, to wit:**

Legal Description:

37-14-152-00-014-03 Costal Investments, LLC

T14N, R4W, SEC 13; ENTERPRISE PARK LOT 14 AND PART OF LOTS 12,13 AND 15 OF ENTERPRISE PARK AND PART OF NE 1/4 OF SEC 13 T14N R4W COM AT E 1/4 COR OF SAID SEC 13; TH N00D23'50SW 1292.62 FT; TH N87D50'03"W ALONG THE N LINE OF LOTS 16 & 17 OF ENTERPRISE PARK 623.95 FT TO POB TH CONTINUING N87D50M03SW 61.2 FT TO THE NW COR OF SAID LOT 16; TH S00D2M45SW 172.75 FT; TH S89D36'16S W 263.12 FT; TH N00D25M45SW 282.66 FT; TH N00D25M53SW 516.0 FT; TH N89D39M41SE 275.06 FT; TH S00D25M53SE 11.68 FT; TH N89D39M41SE 50.64 FT; TH S00D25M53SE 616.64 FT TO POB

11/18/2011 COMBINED 14-152-00-014-02 & 14-152-00-014-01 TO CONSTRUCT A NEW 6,000 SQFT ADDITION LOT 14 AND PART OF LOTS 12,13 AND 15 OF ENTERPRISE PARK AND PART OF NE 1/4 OF SEC 13 T14N R4W COM AT E 1/4 COR OF SAID SEC 13; TH N00D23'50SW 1292.62 FT; TH N87D50'03"W ALONG THE N LINE OF LOTS 16 & 17 OF ENTERPRISE PARK 623.95 FT TO POB TH CONTINUING N87D50M03SW 61.2 FT TO THE NW COR OF SAID LOT 16; TH S00D2M45SW 172.75 FT; TH S89D36'16S W 263.12 FT; TH N00D25M45SW 282.66 FT; TH N00D25M53SW 516.0 FT; TH N89D39M41SE 275.06 FT; TH S00D25M53SE 11.68 FT; TH N89D39M41SE 50.64 FT; TH S00D25M53SE 616.64 FT TO POB

Be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of () years.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED

Lisa Cody, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Charter Township of Union, County of Isabella, Michigan, as a regular meeting held on November 8, 2017.

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

Charter Township of Union

Signed:

Lisa Cody _____
Clerk:

Date: _____

Signed:

Mark Stuhldreher _____
Charter Township of Union, Manager

Date: _____

Signed:

Jeffery Harrison  _____
Burch Tank & Truck, LLC, President

Date: 10-30-17

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE (IFT) AGREEMENT OF UNDERSTANDING

THIS AGREEMENT. Is entered into as of the 8th day of November, 2017 between the CHARTER TOWNSHIP OF UNION, a local governmental unit whose business offices are located at 2010 South Lincoln Road, Mt. Pleasant, Michigan hereinafter referred to as the "Township", and BURCH TANK AND TRUCK, INC., 2253 Enterprise Drive, Mt. Pleasant, Michigan, hereinafter referred to as the "Company", is made pursuant to the requirements of Section 22, PA 334 of 1993, being Michigan Compiled Laws 207.572.

Underlying Facts

The Company, has requested that the Township approve the Company's tax abatement application filed pursuant to Act 198 of the Public Acts of 1974, as amended, and/or Act 328 of the Public Acts of 1998, as amended, wherein certain property taxes otherwise payable by the Company would be reduced pursuant to the application so filed; and

The Township has approved the Company's application for tax abatement, subject only to Company and the Township entering into a written agreement, as required by Act 334 of the Public Acts of 1993, as amended, which is an amendment to Act 198 of the Public Acts of 1974, which provides that a new industrial facilities exemption certificate shall not be approved by a local unit unless a written agreement is entered into between the local unit of government and the Company, and a copy thereof filed with the Department of Treasury of the State of Michigan; and

The Township and the Company now desire to enter into such a written agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement constitutes the written agreement required by Section 22 of Act 198 of the Public Acts of 1974, as amended (Michigan Compiled Laws Section 207.572), with respect to the Company's application to the Township for tax abatement, and shall satisfy the requirement for a written agreement which is a condition of approval of the Company's request for the tax abatement

2. The following are the conditions upon which the Township shall be deemed to have approved the Company's application for tax abatement

a) Definition of the Project. The Company's project (the "Project") subject to the application, shall consist of the following

New construction of (200' x 110' = 22,000 square feet of Building)

The estimated cost of construction

\$1,000,000.

New equipment is not part of the tax abatement and the Company will file Michigan Department of Treasury form 5278 (revised 11-15) Affidavit and Statement for Eligible Manufacturing Personal Property and Essential Services Assessment to be billed by the Michigan Department of Treasury.

Estimated cost of equipment

\$1,000,000.

New jobs created by December 31, 2020

15

The completion date for new construction

June 1, 2018

The completion date for the installation of new equipment

September 1, 2018

b) Consequences of Vacation of Plant.

(i) Except as provided in subparagraph (ii) below, if after approval of the Company's application for tax Exemption and during the term of the tax abatement the Company vacates its facility in Charter Township of Union, Michigan or fails to complete construction within two (2) years or fails to add stated number of jobs; then (a) the Company will repay the Township portion of the abated taxes for all periods for which the tax abatement shall have been received, and (b) the Township may adopt a resolution requesting the State Tax Commission to revoke the tax abatement previously approved for all subsequent periods.

(ii) For purposes of this paragraph 2 (b), if the Company vacates its facility after approval of the Company's application for tax exemption and such action is economically justified, beyond the Company's control, due to such things as, loss of contracts, unable to obtain the material for the product or, as determined in good faith by its Board of Directors and supported by an independent report, (i.e. a report, certificate or opinion of an independent professional consultant familiar with the Company's industry and whose business regularly includes financial analysis of the type in question – which may be the Company's independent public accountants) then there shall be no obligation on the part of the Company to repay any portion of the abated taxes, but the Township may adopt a resolution requesting the State Tax Commission to revoke the tax abatement previously approved for all subsequent periods. In the event the Company intends to vacate its facility within such period, and if its Board of Directors believes that it is based upon economic justification, it will so notify the Township within Thirty (30) days after its determination to vacate and at the time of such notice shall provide the Township the details of its economic analysis of the situation, including the supporting independent report

Consequences of Non-Payment of Taxes.

In the event the taxes are not paid by the due date, the Company will repay the Township the portion of taxes that were abated for all periods for which the tax abatement shall have been received.

c) Reporting.

Not later than the 10th day of January, beginning in 2020 in each of the years following the original issuance of the IFT Certificate, the Company shall inform the Township of:

- 1) the number of new jobs created since the last report
- 2) the number of employees at the time of the application
And the current number of employees, both full and part-time, and the number of Township Residents employed
- 3) an explanation if the projected retention and creation of jobs has not been reached
- 4) the original estimate of costs versus the actual costs incurred to date
- 5) an explanation if the actual project costs differ from the projected costs

d) Definitions

For purposes of the Agreement, the following definitions shall apply

(i) The "Target Date" shall mean the end of the second tax year after approval by the Township of the Company's application for tax abatement which is December 31, 2020. However, in the event the Company requests the Township to extend the "Target Date" for good cause shown, the Township will request the State Tax Commission to authorize the extension requested. When any such extension is granted, the extended date shall automatically become the "Target Date" as contemplated herein;

(ii) Substantial Compliance: shall mean the Company will comply with the objectives set forth in the agreement to construct One Hundred Percent (100%) of the square feet of new construction, at least One Hundred Percent (100%) of the new machinery and equipment and at least One Hundred Percent of the new jobs;

(iii) The Township portion of the abated taxes shall mean the abated portion of the property tax, determined as indicated below:

The Township General Fund and Fire Millage currently levied as shown below is 1.000 mill, as a Charter Township additional General Fund millage could be levied in the future. The Fire millage is currently 2.000 mills, but they are authorized to levy up to 2.25 mills.

Current General Fund Millage	1.0000 Mills
Fire Protection	2.0000 Mills
Total	3.0000 Mills
Abated Portion	1.5000 Mills
Maximum Portion	3.0000 Mills

3. **Failure to Pay Taxes.** Failure to timely pay all applicable real and personal property taxes shall be good cause for revocation of the exemption certificate and repayment of abated taxes. Revocation of the exemption certificate under Act 198 shall constitute and have the same effect as a revocation of any exemption granted under Act 328 and the repayment of abated taxes.

4. **Failure of Other terms and Conditions.** Failure to timely complete the construction as outlined herein, failure to timely purchase and install the new machinery and equipment as set forth herein, and/or failure to timely create the new jobs as set forth herein, shall be good cause for revocation of the exemption certificate and the repayment of abated taxes. Revocation of the exemption certificate under Act 198 shall constitute and have the same effect as a revocation of any exemption granted under Act 328.

5. **Binding Effect.** This agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their successors and assignors.

6. **Amendment.** This agreement may be amended only in writing and by execution thereof by both parties hereto.

7. **Notice.** Notice shall be deemed to have been properly given hereunder if delivered by hand and date-stamped by the recipient or mailed certified mail, return receipt requested, with the date of notice for purposes hereof being the date of the date-stamp or the date shown on the certified receipt as the date of delivery.

8. In compliance with the State Tax Commission Bulletin No. 3, January 16, 1998 no payment of any kind has been made or promised in exchange for favorable consideration by the Township of the Company's application for the Industrial Facilities Exemption Certificate.

9. **Counterparts.** This agreement may be executed in any number of copies, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed the agreement as of the day and year first written above, and a true copy hereof shall be filed with Department of Treasury of the State of Michigan pursuant to Public Act 337 of Public Acts of 1993 and/or Public Act 328 of the Public Acts of 1998.

In subscribing to the Agreement, the Persons so subscribing represent that they are duly authorized on behalf of the parties.

CHARTER TOWNSHIP OF UNION

Witness: _____

By: _____
Lisa Cody, Clerk

Witness: _____

By: _____
Mark Stuhldreher, Manager

Witness: Walter McEl...

BURCH TANK & TRUCK, INC.

By: Jeffery Harrison
Jeffery Harrison, President

REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees	DATE: November 2, 2017
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 11/8/2017
ACTION REQUESTED: Approval to grant to the City of Mt Pleasant an Avigation Easement on Township owned property located along the flight path at the Mt Pleasant Municipal Airport.	

Current Action X Emergency

Funds Budgeted: If Yes Account # No N/A X

Finance Approval MDS

BACKGROUND INFORMATION

The Township owns a parcel of property to the west of the Mt Pleasant Municipal Airport that is located along the flight path for planes landing and departing from the airport. In order for the size and type of aircraft serviced by the airport to operate safely, the Federal Aviation Administration has deemed it necessary for the City of Mt Pleasant to complete a tree abatement project to clear obstructions protruding into the approach slope-the path an airplane follows to land and depart on a runway.

To facilitate this project, the City has requested an Avigation Easement that will allow the City to access Township property in order to keep the airspace above maximum height requirements clear of obstructions. This clearing will be in the form of both removal and trimming of natural growth.

The granting of the Avigation Easement was discussed with the Township Sustainability Committee and they have no objections.

The Township attorney has reviewed the Avigation Easement as to form and any input was incorporated into the final document.

SCOPE OF SERVICES

As described in the Avigation Easement, and at the expense of the City of Mt Pleasant, granting the Avigation Easement will allow the air space above the heights described and depicted free and clear from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above maximum height requirements.

The Avigation Easement will be recorded at the County Register of Deeds office.

JUSTIFICATION

The granting of the Avigation Easement is essential for the safe and successful arrival and departure of airplanes.

The airport positively impacts local economic development and business in the area and adds between \$4 and \$8 million dollars to the community each year. Granting the Avigation Easement will allow the airport to remain a successful driver of local economic development and business growth.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global Ends)

- Community well-being and common good
- Safety
- Commerce

COSTS

All cost associated with this activity will be the responsibility of the City of Mt. Pleasant.

PROJECT TIME TABLE

The Avigation Easement will become effective at execution and will continue until the airport is no longer operational or the Township was to demonstrate that adequate control of the airspace sufficient to meet FAA rules and regulations exist.

RESOLUTION

It is hereby resolved that the granting of the attached Avigation Easement to the City of Mt Pleasant on property owned by the Township and as specifically described in the attachment to the Avigation Easement document is approved.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**AVIGATION EASEMENT
(for properties located outside Runway Protection Zones)**

THIS INDENTURE is made this ____ day of _____, 2017 between Charter Township of Union, whose address is 2010 South Lincoln, Mt. Pleasant, MI 48858 ("GRANTOR"), and City of Mt. Pleasant Michigan, whose address is 320 W. Broadway Mt. Pleasant, Michigan 48858 ("GRANTEE").

WHEREAS, the GRANTEE is the owner and operator of the Mt. Pleasant Municipal Airport ("AIRPORT"), situated in Isabella County, Michigan, and in close proximity to property owned by the GRANTOR; and

WHEREAS, the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT.

NOW THEREFORE, , the GRANTOR conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement for the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the AIRPORT, as legally permitted by state and federal statutes, rules and/or regulations governing aircraft operations on or near airports, in and through the air space over and across the following property:

See Attached Property Description and drawing dated _ 8/16/17_ ("EASEMENT PROPERTY")

THE GRANTEE shall terminate this easement at such time that the AIRPORT is no longer used for airport purposes. The GRANTOR may initiate discussion with the GRANTEE for possible termination of the easement at a later date, should the GRANTOR be able to demonstrate adequate control of the airspace to meet the needs of the AIRPORT through other means and continued preservation of the limitation of obstructions into the airspace.

In furtherance of the purpose of this easement, the GRANTEE is permitted to:

- (a) keep the air space above the heights described and depicted on the attached drawing clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights;
- (b) remove to ground level any or all natural growths which extend on the EASEMENT PROPERTY above the heights described and depicted on the attached drawing to the extent such action is reasonably necessary in furtherance of the purpose of this easement. Examples include situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease;
- (c) remove vegetation from the EASEMENT PROPERTY. Except in cases of imminent danger to health, safety or welfare, the GRANTEE shall provide the GRANTOR at least 20 days advance written notice of its intent to remove any obstruction; and
- (d) use the air space above the EASEMENT PROPERTY for any and all activities that are inherent in the operation of aircraft. Said operation of aircraft includes landing at, taking off from, or operating on or near the AIRPORT.

In furtherance of this easement, the GRANTOR covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

- (1) The GRANTOR shall not construct upon the EASEMENT PROPERTY any structure that extends above the heights described and depicted on the attached drawing. Provided, however, that any removal or

Avigation Easement – Parcel #:E-18 Airport Name: Mt. Pleasant Municipal

Page 1 of 5

trimming of trees or other natural growth on the EASEMENT PROPERTY shall be conducted by the GRANTEE or the GRANTEE's agents at the GRANTEE'S sole cost.

- (2) The GRANTOR shall not promote any activity on the EASEMENT PROPERTY that is incompatible with the purpose of this easement.
- (3) The GRANTOR shall not cause to be located in the EASEMENT PROPERTY any device that will create electrical interference with radio communication between the installation upon the AIRPORT and aircraft, or impair visibility in the vicinity of the AIRPORT, or otherwise to endanger the landing, taking-off or maneuvering of aircraft.
- (4) The GRANTOR shall not use the EASEMENT PROPERTY for any use that would be incompatible with the operation of the AIRPORT including the following: landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be incompatible with the operation of the AIRPORT.

GRANTOR will be indemnified and held harmless from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from operations of or for the GRANTEE or GRANTEE's servants, agents, employees, guests, licensees, invitees or independent contractors.

These covenants shall run with the EASEMENT PROPERTY for the benefit of the GRANTEE and its successors and assigns and shall expire upon termination of this easement.

SIGNED THIS _____ DAY OF _____, 2017:

PRINTED NAME

SIGNATURE

(L.S.)

STATE OF MICHIGAN

COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, in and for said County, personally appeared _____ to me known to be the same person(s) described in, and who executed the within instrument.

Notary Public, _____ County, Michigan,

My Commission Expires: _____

Parcel No.: E-18

Name: Union Township

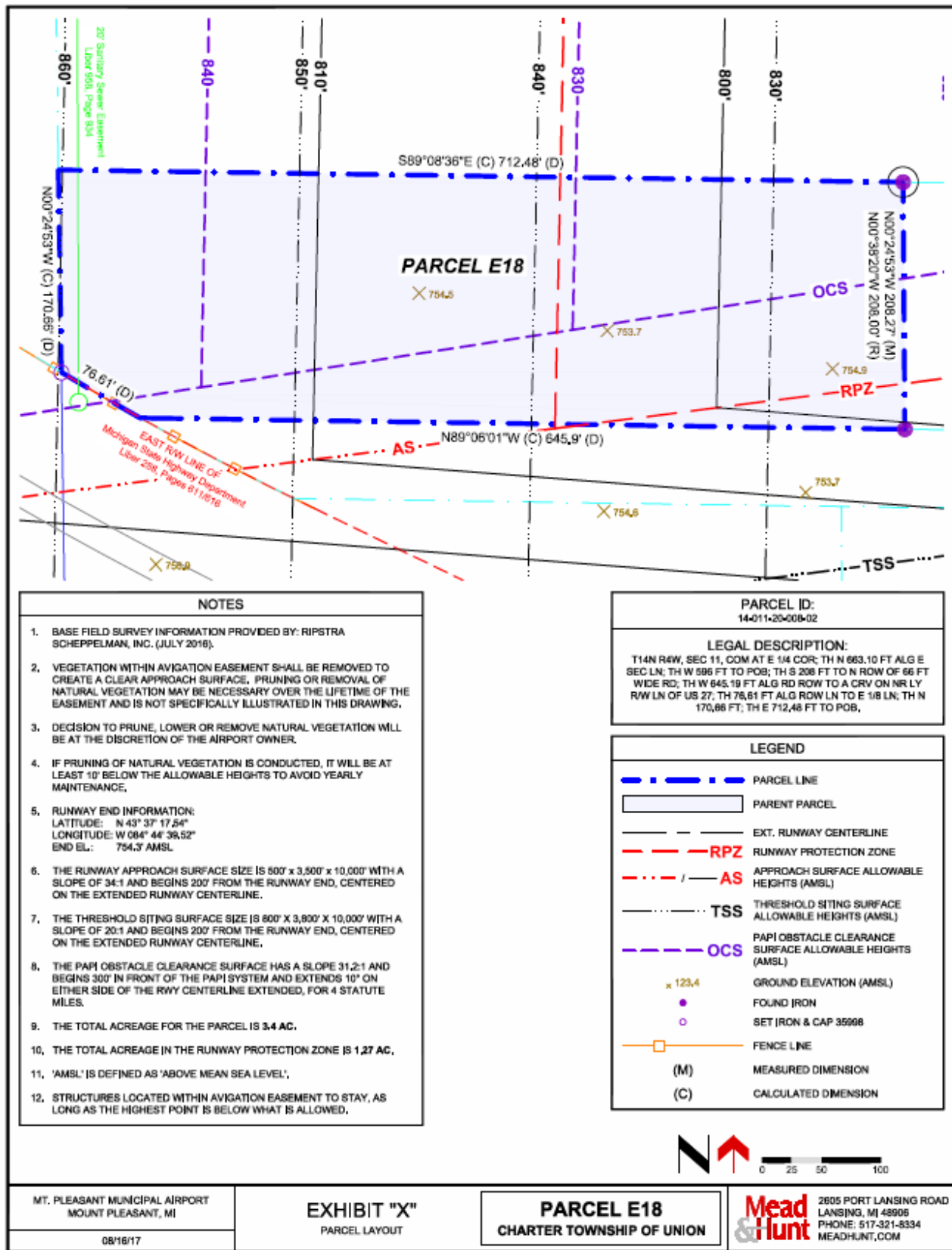
Federal Project No.: None

When recorded please return to the following address:

Bill Brickner, Airport Manager
City of Mt. Pleasant Michigan
320 W. Broadway
Mt. Pleasant, Michigan 48858

AVIGATION EASEMENT**Property Tax Code: 14-011-20-008-02****Parcel No.: E-18****PROPERTY DESCRIPTION (entire parcel):**

T14N, R4W, Section 11, Commencing at the East ¼ corner; thence North 663.10 feet along eastern section line; thence West 596 feet to point of beginning; Thence South 206 feet to North Right of Way of 66 feet wide road; thence West 645.19 feet along road Right of Way to curve on northerly Right of Way line of US 27 (now US-127); Thence 76.61 feet along Right of Way line to East 1/8 line; thence North 170.66 feet; thence East 712.48 feet to Point of Beginning.





REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees	DATE: November 2, 2017
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 11/8/2017
ACTION REQUESTED: Approval of a Facilities Use Agreement between the Township and the Union Township Kids Little League and between the Township and the Mt Pleasant Area Girls Youth Softball Association and to allow the Township Manager to execute same on behalf of the Township.	

Current Action X Emergency

Funds Budgeted: If Yes X Account # Several within the Recreation Department No N/A

Finance Approval MDS

BACKGROUND INFORMATION

For several decades, The Charter Township of Union has worked closely with the Union Township Kids Little League, the Mt Pleasant Area Girls Youth Softball Association and the Pony League to help facilitate strong programs and quality facilities for the community. These programs were created years ago by dedicated community members and have continued to flourish with the combined support of the Township and the dedicated volunteers. Basic Use Agreements have existed between the Township and these organizations in the past but have since lapsed.

On February 9, 2017 the administration met with representatives from the Union Township Kids Little League, the Mt Pleasant Area Girls Youth Softball Association and the Pony League to begin discussion regarding executing an updated Facilities Use Agreement between the respective parties. After many meetings with the Union Township Kids Little League and the Mt Pleasant Area Girls Youth Softball Association, agreement was reached on a Facilities Use Agreement.

In October, 2017, the respective Board of Directors of both leagues approved the attached Agreements.

The Township attorney has reviewed the Agreements as to form and any input was incorporated into the final document.

Highlights of the Agreement(s) include:

- Recognition of the exclusive use of the facilities by the two leagues within agreed upon time frames
- Field and surrounding area maintenance standards and shared responsibility language
- Providing a list of league sponsors to the Township to ensure the sponsors are in good financial standing with the Township before sponsor advertising banners are allowed to be placed on Township property
- Annual fee of \$1.00

As to the Pony League, it is the intent of the administration to continue efforts toward reaching an agreement that will allow for the continued use of the Township facilities.

SCOPE OF SERVICES

As described in the respective Agreements, field maintenance will be shared, information required by the Township will be provided, and the cooperative nature of the relationship that has existed for several decades will be maintained.

JUSTIFICATION

Execution of these respective Agreements will formalize the positive relationship that has and continues to exist between the Township and the leagues and will ensure that this relationship continues into the future.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed by approving these Agreements (From Policy 1.0: Global Ends)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety
- Health
- Natural environment
- Commerce

COSTS

All cost associated with this Agreement are budgeted in the General Fund Recreation Department. This Agreement does not produce additional expenses beyond what has traditionally been incurred by the Township.

PROJECT TIME TABLE

The Agreement will become effective at execution and will continue on an annual basis. The Township and the leagues are allowed to terminate with proper notice as outlined in the Agreements.

RESOLUTION

It is hereby resolved that the attached Facilities Use Agreements between the Township and the Union Township Kids Little League and between the Township and the Mt Pleasant Area Girls Youth Softball Association are approved and that the Township Manager is authorized to execute same on behalf of the Township.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

FACILITIES LICENSE AGREEMENT

This Facilities License Agreement is made as of _____, 2017, between the Charter Township of Union, a Michigan municipal corporation, the principal business address of which is whose address is 2010 S. Lincoln, Mt. Pleasant, MI 48858, (the "Township") and the Union Township Kids Little League, whose address is 5425 E Broadway, Mt Pleasant, MI 48858 (the "League").

RECITALS

- A. The Township owns and operates recreational facilities commonly known as McDonald Park and Jameson Park (the "Facilities").
- B. The League conducts a youth baseball program within the community (the "Program") and desires to use the portion(s) of the Facilities depicted on the attached **Exhibit A** as a location for the Program.
- C. The Township desires to facilitate recreational activities within the community and desires to allow the League's use of the Facilities for the Program in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. License. The Township grants the League a non-exclusive license for its use of the Facilities for its Program subject to the terms and conditions of this Agreement, and for no other purpose.
2. Term. Unless terminated earlier pursuant to this Agreement, this Agreement shall continue automatically. The parties will meet each October to review this Agreement. .
3. License Fee. The League shall pay to the Township an annual license fee of \$1.00 not later than 30 days after the Township invoices the League for the same. Upon request by the Township, the League shall provide a list of teams in the League.
4. Requirements of the League. This license is subject to the following terms and conditions:
 - (a) The League shall be responsible for obtaining any required permits for the use of the Facilities that may be required under federal, state, or local law.
 - (b) The League shall use its good faith efforts to oversee employees, volunteers, contracted officials, and participants to ensure all mentioned parties, abide by all Township policies, rules, and regulations, and shall work cooperatively with Township staff to resolve any issues.
 - (c) The League shall not engage in any business at the Facilities or do anything in connection therewith which shall be in violation of any existing federal, state, or local law, ordinance, or regulation, or use the same in such manner as to constitute a nuisance.
 - (d) The League shall provide current 501(c)3 paperwork to the Township, evidencing the League's 501(c)(3) status, good standing and list of board members..
 - (e) The League's use of the Facilities shall be only during the months of April, May, June, and July for year of permitted use.
 - (f) The League shall submit proposed use schedules to the Township for the Township's written approval in at least 21 days in advance of its first practice. The League shall inform the Township of schedule changes in writing as soon as the League is aware of any changes. In the event the League fails to so notify the Township or in the event a game has been rescheduled due to weather, the League shall be responsible for field preparation for the rescheduled game.

(g) The Township and League will work collectively to make final determinations as to the playability of the fields.

(h) .

(i) The League shall not charge a fee for parking to any party that is involved with the League or its scheduled activities. The League agrees that no overnight stays or camping will be permitted at the Facilities.

(j) The League shall conduct and provide the Township verification of background checks on all coaches and League personnel prior to the start of scheduled activities.

(k) The League, and its participants, shall not injure, mar, or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced..

(l) Storage of any League equipment at the Facility shall be as agreed upon by the parties.

(m) The League shall use good faith efforts to keep and maintain restrooms at the Facilities in clean condition and working order when the restrooms are open during League activity outside of the Township's normal operating hours.

(n) The League shall be responsible for maintenance of the pitching mounds, batters' boxes, batting cages, dugouts, and raking of infields on Sullivan and Sacco, at no cost to the Township. The League shall also conduct a pre- and post- season clean up during the calendar year of the Agreement at no cost to the Township.

(o) The League shall purchase, install, and maintain bases, mounds, and batters' boxes that comply with applicable safety standards, at no cost to the Township.

(p) The League accepts the Facilities "AS IS" and with all faults. The Township has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Facilities. Without limiting the generality of the previous statement, the Township makes no representation about the presence or absence of any hazardous substances or materials or other contaminants and makes no representation about the suitability of the Facilities for any purpose or use.

5. Requirements of the Township.

(a) The Township shall keep and maintain restrooms at the Facilities in clean condition and working order for use of the public and the League's participants during the Township's normal operating hours.

(b) The Township shall maintain the storage building and the grounds area inside and outside the playing field area, and shall be responsible for dragging the fields, grass mowing, game day chalk lining, and field paint lining. Except as otherwise set forth in this Agreement, the League shall not perform any maintenance to the Facilities without prior written approval from the Township.

(c) The Township shall also be responsible for removal of trash from the Facilities, however, the League shall ensure that obvious trash and litter is removed from the playing field and spectator areas and placed in designated trash receptacles following use of the Facilities. The Township and the League shall agree in writing in advance regarding any additional field maintenance and/or preventative maintenance such as fertilizer, weed control, and grub control, as well as the allocation of costs for the same. The League shall reimburse the

Township for the agreed upon allocation of the cost of such additional maintenance within 30 days of receipt of the invoice for the same.

(d) The Township shall be responsible for the payment of utilities associated with the Facilities for the 2017 season. The Township and League shall have good faith discussions regarding the allocation of utilities for any future seasons.

6. Improvements to the Facilities.

(a) The League acknowledges that during the term of this Agreement, the Township may construct and renovate portions of the Facilities, including but not limited to buildings, playing fields and surrounding areas, function spaces, and park infrastructure improvements. Rerouting of vehicular and pedestrian traffic, noise, dust, and other customary consequences of construction activity may occur. The League shall have no claim for reduction of services caused by scheduled construction activity and shall have no priority in relocating to comparable locations. The Township shall provide the League with at least 15 days notice of any scheduled construction or maintenance that will impact the Facilities during the League's period of use of the same. In the event of an emergency requiring immediate work at the Facilities, the Township shall make a reasonable attempt to notify the League of the disruption as soon as possible.

(b) The League shall not construct any improvement or make any modifications to the Facilities without prior written consent of the Township. At least 30 days prior to commencing any approved construction or installation of improvements, the League shall present plans, detailed specifications, and a timeline for completion of the construction and installation of desired improvements to the Township for the Township's reasonable review and written approval. The plans and specifications shall comply with applicable federal, state, and local standards.

(c) The parties shall agree in writing in advance to the distribution of costs for any approved improvements.

(d) Upon the Township's written approval of the plans, specifications, distribution of costs, and timeline, the League shall cause any approved improvements to be constructed and installed in accordance with the same, in the manner and with the distribution of costs as agreed upon by the Township. The Township shall have the right to inspect the improvements prior to the League's use of the same.

(e) The League shall ensure that all contractors used for the installation or construction of agreed upon improvements have commercially appropriate liability insurance covering any injuries and property damage occurring during installation.

(f) All materials added to fields must first be approved by the Township. Material includes, but not limited to, infield aggregate or engineered soil mix, grass seed, field drying agents, clay bricks and material for mounds, fertilizer, weed control, and grub control.

(g) Unless otherwise agreed by the parties, any existing (as listed in Exhibit A) or improvements made to the Facilities by the League become and remain the property of the Township following termination of this Agreement.

7. League Sponsorships.

(a) The League has provided the Township with a copy of the most current "Guidelines for use of 'Little League' in Fundraising and Local League Sponsorship", and represents that the Sponsors are required to abide by such guidelines, including but not limited to the non-discrimination guidelines on page 201. The League shall provide the Township with a list of Sponsors. All sponsors wishing to hang banners must be in good financial standing with the Township.

(b) League sponsorship banners may be displayed only during the contracted season or other activity agreed upon in advance in writing by the Township (for example, a camp, clinic, or tournament).

(c) Sponsorship banners must not exceed 4' in height x 8' in length.

8. Concessions. The League may sell snacks and non-alcoholic beverages for consumption by its Program participants and the public during its scheduled use of the Facilities. The League's sale of concessions shall be in accordance with all applicable law and permit requirements. Upon request by the Township, the League shall provide the Township with a list of concessions offered for sale at the Facilities. The sale or consumption of alcoholic beverages is strictly prohibited at the Facilities.

9. Assignment or Use by Others Prohibited. The League may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the Township's prior written consent. The prohibition against assignment or use by others includes a prohibition against the operation by third parties of any camps, scrimmages, tryouts and/or tournaments without the advance written approval of the Township.

10. Indemnification. Except to the extent arising from the Township's negligence or willful misconduct, or except as to claims that are otherwise barred due to governmental immunity, the League shall hold the Township (defined for purposes of this paragraph to include the Township's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the Township) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the League's use of the Facilities.

11. Insurance. The League shall obtain and maintain insurance for all personal property stored on Facility property. The League will provide the Township with certificates of insurance evidencing the following insurance coverages, with the Township included on such policies as an additional named insured:

Type of Insurance	Required Limits
Commercial General Liability	\$2,000,000 aggregate

12. Termination.

(a) The Township Board may revoke this license at will. In the absence of a breach of this Agreement by the League, prior to terminating the license, the Township shall first give the League 30 days' written notice that it is considering such action and the date and time of the Township Board meeting at which such action will initially be considered so that the League may address the Township Board.

(b) The Township Manager of the Township may suspend or revoke this license if the League has breached the terms of this Agreement and the League fails to cure such breach within 15 days of written notice thereof.

(c) The League may terminate this Agreement for any reason by providing 30 days' written notice to the Township.

(d) Upon the termination of this Agreement, the League shall, unless directed otherwise by the Township, remove its equipment and improvements from the Facilities and restore the Facilities to the condition it was in prior to its use of the Facilities without cost to the Township. If the League fails to remove its equipment or other improvements as requested by the Township within 60 days of termination of the Agreement, the Township may do so and invoice the League for the cost of removal.

13. Property Rights and Access. This Agreement grants only a license to use and does not grant or convey to the League any rights, title, or interest in the Facilities. The Township retains all property rights to the Facilities and retains its right to access the Facilities without notice to the League..

14. Binding Effect. This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

15. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by each party. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement. This Agreement shall be construed as if it were mutually drafted. Michigan law applies to this Agreement and its enforcement. Jurisdiction and venue for any action arising from or brought pursuant to this Agreement shall be solely in the state courts in Isabella County, Michigan.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first above written.

CHARTER TOWNSHIP OF UNION

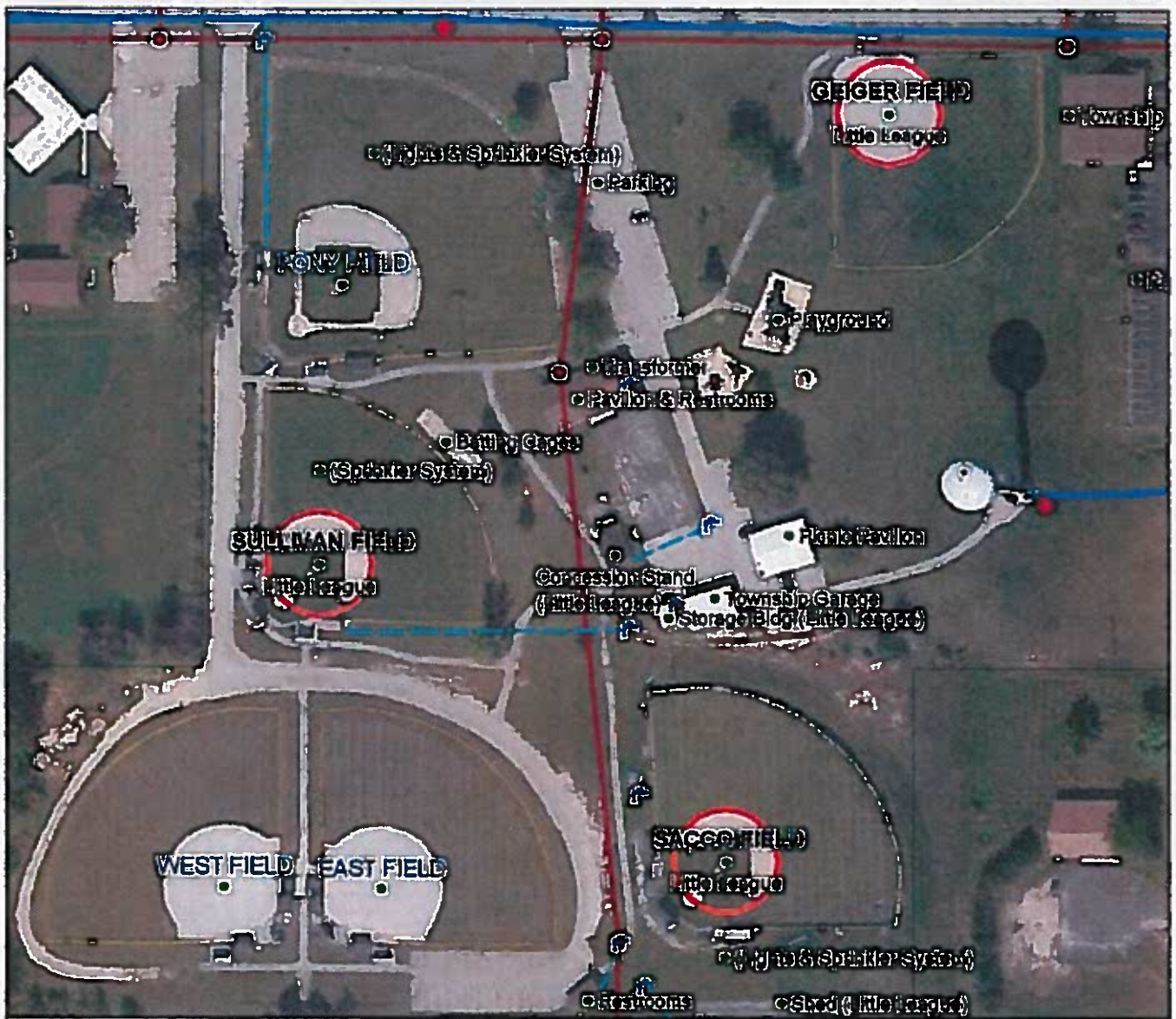
By: _____
Mark Stuhldreher, Township Manager

Date signed: _____, 2017

UNION TOWNSHIP KIDS LITTLE LEAGUE

By: James R. MacLean
Its James R. MacLean President

Date signed: Oct. 24, 2017



Attachment A - Little League

**Union Township
Ball Fields:
McDonald Park &
Jameson Park**



Map Date: February 10, 2017

FACILITIES LICENSE AGREEMENT

This Facilities License Agreement is made as of _____, 2017, between the Charter Township of Union, a Michigan municipal corporation, the principal business address of which is whose address is 2010 S. Lincoln, Mt. Pleasant, MI 48858, (the "Township") and the Mt Pleasant Area Girls Youth Softball Association, whose address is 1407 Greenbrier, Mt Pleasant, MI 48858 (the "League").

RECITALS

- A. The Township owns and operates recreational facilities commonly known as McDonald Park and Jameson Park (the "Facilities").
- B. The League conducts a youth softball program within the community (the "Program") and desires to use the portion(s) of the Facilities depicted on the attached **Exhibit A** as a location for the Program.
- C. The Township desires to facilitate recreational activities within the community and desires to allow the League's use of the Facilities for the Program in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. **License.** The Township grants the League a non-exclusive license for its use of the Facilities for its Program subject to the terms and conditions of this Agreement, and for no other purpose.
2. **Term.** Unless terminated earlier pursuant to this Agreement, this Agreement shall continue automatically. The parties will meet each October to review this Agreement. .
3. **License Fee.** The League shall pay to the Township an annual license fee of \$1.00 not later than 30 days after the Township invoices the League for the same. Upon request by the Township, the League shall provide a list of teams in the League.
4. **Requirements of the League.** This license is subject to the following terms and conditions:
 - (a) The League shall be responsible for obtaining any required permits for the use of the Facilities that may be required under federal, state, or local law.
 - (b) The League shall use its good faith efforts to oversee employees, volunteers, contracted officials, and participants to ensure all mentioned parties, abide by all Township policies, rules, and regulations, and shall work cooperatively with Township staff to resolve any issues.
 - (c) The League shall not engage in any business at the Facilities or do anything in connection therewith which shall be in violation of any existing federal, state, or local law, ordinance, or regulation, or use the same in such manner as to constitute a nuisance.
 - (d) The League shall provide current 501(c)3 paperwork to the Township, evidencing the League's 501(c)(3) status, good standing and list of board members..
 - (e) The League's use of the Facilities shall be only during the months of April, May, June, and July for year of permitted use.
 - (f) The League shall submit proposed use schedules to the Township for the Township's written approval in at least 21 days in advance of its first practice. The League shall inform the Township of schedule changes in writing as soon as the League is aware of any changes. In the event the League fails to so notify the Township or in the event a game has been rescheduled due to weather, the League shall be responsible for field preparation for the rescheduled game.

(g) The Township and League will work collectively to make final determinations as to the playability of the fields..

(h) The League shall not charge a fee for parking to any party that is involved with the League or its scheduled activities. The League agrees that no overnight stays or camping will be permitted at the Facilities.

(i) The League shall conduct and provide the Township verification of background checks on all coaches and League personnel prior to the start of scheduled activities.

(j) The League, and its participants, shall not injure, mar, or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred or defaced..

(k) Storage of any League equipment at the Facility shall be as agreed upon by the parties.

(l) The League shall use good faith efforts to keep and maintain restrooms at the Facilities in clean condition and working order when the restrooms are open during League activity outside of the Township's normal operating hours.

(m) The League shall be responsible for maintenance of the pitching mounds, batters' boxes, batting cages, and dugouts on Verleger 1 and Verleger 2, at no cost to the Township. The League shall also conduct a pre- and post- season clean up during the calendar year of the Agreement at no cost to the Township.

(n) The League shall purchase, install, and maintain bases, mounds, and batters' boxes that comply with applicable safety standards, at no cost to the Township.

(o) The League accepts the Facilities "AS IS" and with all faults. The Township has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Facilities. Without limiting the generality of the previous statement, the Township makes no representation about the presence or absence of any hazardous substances or materials or other contaminants and makes no representation about the suitability of the Facilities for any purpose or use.

5. Requirements of the Township.

(a) The Township shall keep and maintain restrooms at the Facilities in clean condition and working order for use of the public and the League's participants during the Township's normal operating hours.

(b) The Township shall maintain the storage building and the grounds area inside and outside the playing field area, and shall be responsible for dragging the fields, grass mowing, game day chalk lining, and field paint lining. Except as otherwise set forth in this Agreement, the League shall not perform any maintenance to the Facilities without prior written approval from the Township.

(c) The Township shall also be responsible for removal of trash from the Facilities, however, the League shall ensure that obvious trash and litter is removed from the playing field and spectator areas and placed in designated trash receptacles following use of the Facilities. The Township and the League shall agree in writing in advance regarding any additional field maintenance and/or preventative maintenance such as fertilizer, weed control, and grub control, as well as the allocation of costs for the same. The League shall reimburse the Township for the agreed upon allocation of the cost of such additional maintenance within 30 days of receipt of the invoice for the same.

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(a) The League acknowledges that during the term of this Agreement, the Township may construct and renovate portions of the Facilities, including but not limited to buildings, playing fields and surrounding areas, function spaces, and park infrastructure improvements. Rerouting of vehicular and pedestrian traffic, noise, dust, and other customary consequences of construction activity may occur. The League shall have no claim for reduction of services caused by scheduled construction activity and shall have no priority in relocating to comparable locations. The Township shall provide the League with at least 15 days notice of any scheduled construction or maintenance that will impact the Facilities during the League's period of use of the same. In the event of an emergency requiring immediate work at the Facilities, the Township shall make a reasonable attempt to notify the League of the disruption as soon as possible.

(b) The League shall not construct any improvement or make any modifications to the Facilities without prior written consent of the Township. At least 30 days prior to commencing any approved construction or installation of improvements, the League shall present plans, detailed specifications, and a timeline for completion of the construction and installation of desired improvements to the Township for the Township's reasonable review and written approval. The plans and specifications shall comply with applicable federal, state, and local standards.

(c) The parties shall agree in writing in advance to the distribution of costs for any approved improvements.

(d) Upon the Township's written approval of the plans, specifications, distribution of costs, and timeline, the League shall cause any approved improvements to be constructed and installed in accordance with the same, in the manner and with the distribution of costs as agreed upon by the Township. The Township shall have the right to inspect the improvements prior to the League's use of the same.

(e) The League shall ensure that all contractors used for the installation or construction of agreed upon improvements have commercially appropriate liability insurance covering any injuries and property damage occurring during installation.

(f) All materials added to fields must first be approved by the Township. Material includes, but not limited to, infield aggregate or engineered soil mix, grass seed, field drying agents, clay bricks and material for mounds, fertilizer, weed control, and grub control.

(g) Unless otherwise agreed by the parties, any existing (as listed in Exhibit A) or improvements made to the Facilities by the League become and remain the property of the Township following termination of this Agreement.

7. League Sponsorships.

(a) The League shall provide the Township with a list of Sponsors. All sponsors wishing to hang banners must be in good financial standing with the Township.

(b) League sponsorship banners may be displayed only during the contracted season or other activity agreed upon in advance in writing by the Township (for example, a camp, clinic, or tournament).

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10. Indemnification. Except to the extent arising from the Township's negligence or willful misconduct, or except as to claims that are otherwise barred due to governmental immunity, the League shall hold the Township (defined for purposes of this paragraph to include the Township's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the Township) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from the League's use of the Facilities.

11. Insurance. The League shall obtain and maintain insurance for all personal property stored on Facility property. The League will provide the Township with certificates of insurance evidencing the following insurance coverages, with the Township included on such policies as an additional named insured:

Type of Insurance	Required Limits
Commercial General Liability	\$2,000,000 aggregate

12. Termination.

(a) The Township Board may revoke this license at will. In the absence of a breach of this Agreement by the League, prior to terminating the license, the Township shall first give the League 30 days' written notice that it is considering such action and the date and time of the Township Board meeting at which such action will initially be considered so that the League may address the Township Board.

(b) The Township Manager of the Township may suspend or revoke this license if the League has breached the terms of this Agreement and the League fails to cure such breach within 15 days of written notice thereof.

(c) The League may terminate this Agreement for any reason by providing 30 days' written notice to the Township.

(d) Upon the termination of this Agreement, the League shall, unless directed otherwise by the Township, remove its equipment and improvements from the Facilities and restore the Facilities to the condition it was in prior to its use of the Facilities without cost to the Township. If the League fails to remove its equipment or other improvements as requested by the Township within 60 days of termination of the Agreement, the Township may do so and invoice the League for the cost of removal.

13. Property Rights and Access. This Agreement grants only a license to use and does not grant or convey to the League any rights, title, or interest in the Facilities. The Township retains all property rights to the Facilities and retains its right to access the Facilities without notice to the League..

14. Binding Effect. This Agreement shall be binding upon the parties to this Agreement as well as their successors and permitted assigns.

15. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by each party. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement. This Agreement shall be construed as if it were mutually drafted. Michigan law applies to this Agreement and its enforcement. Jurisdiction and venue for any action arising from or brought pursuant to this Agreement shall be solely in the state courts in Isabella County, Michigan.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this Agreement as of the date first above written.

CHARTER TOWNSHIP OF UNION

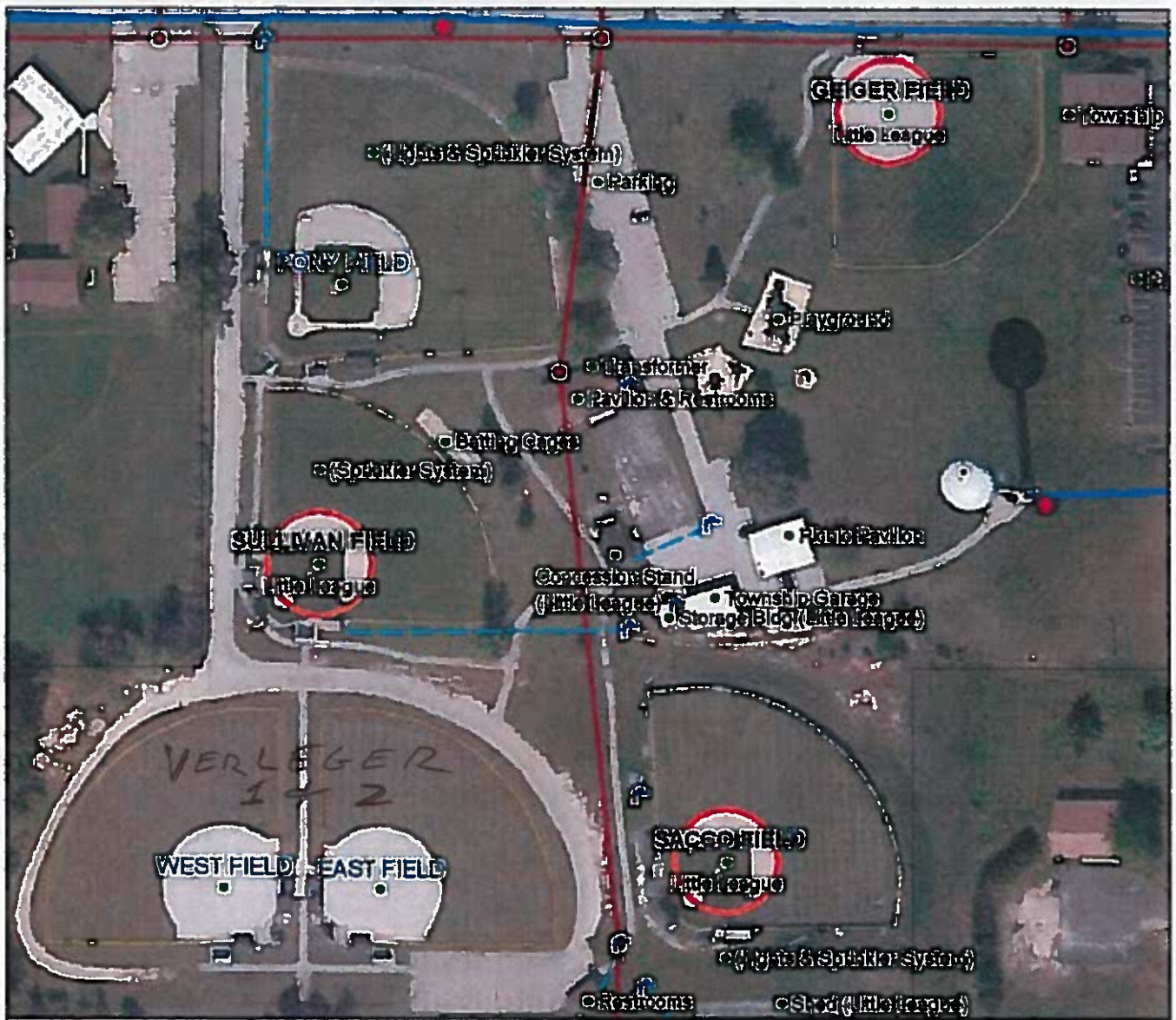
MI PLEASANT AREA GIRLS YOUTH
SOFTBALL ASSOCIATION

By: _____
Mark Stuhldreher, Township Manager

By: Day Bouck
Its _____

Date signed: _____, 2017

Date signed: Oct 27th, 2017



Attachment A - Little League

Union Township Ball Fields: McDonald Park & Jameson Park



Map Date: February 10, 2017

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: 11/02/2017
FROM: Township Planner Peter Gallinat	DATE FOR BOARD CONSIDERATION: 11/08/2017
ACTION REQUESTED: Adopt Sidewalk Waiver Moratorium Resolution. (Requires Roll Call Vote).	

Current Action _____

Emergency _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Finance Approval _____

BACKGROUND INFORMATION

In the past year the Planning Commission has sought guidance from the Board of Trustees on the issue of sidewalk waivers for site plan review. The Board of Trustees has recommended that sidewalk waivers should be a rare exception. The Planning Commission has since reactivated the Sidewalks and Pathways Prioritization committee as required in the Sidewalks and Pathway Ordinance. They have charged this committee in developing a sidewalk waiver policy.

At the October 25, 2017 Board of Trustees meeting the idea of a Sidewalk Waiver Moratorium was discussed. Also discussed was a provision that would allow the Board of Trustees during the moratorium to grant sidewalk waivers on site plans approved by the Planning Commission that require sidewalks. The moratorium as presented would end the practice of waiving sidewalks by the Planning Commission during site plan review for six (6) months. However, this moratorium does not transfer the power to waive sidewalks to the Board of Trustees. This change would require a Zoning Text Amendment.

During this moratorium the Sidewalks and Pathways Prioritization Committee will continue to develop a sidewalk waiver policy. The Township may also develop and consider Zoning Text Amendments to the Zoning Ordinance regarding installation of sidewalks.

SCOPE OF SERVICES

Temporarily halts the power of the Planning Commission to waive sidewalk installation during Site Plan Review.

JUSTIFICATION

Sidewalks or pathways are required to be shown on a site plan for a larger development that requires site plan approval.

PROJECT IMPROVEMENTS

The following request meets the following goals from Policy 1.0: Global End.

1. Safety
2. Health
3. Commerce

COSTS

N/A

PROJECT TIME TABLE

Six (6) months November 2017-May 2018

RESOLUTION

Authorization is hereby given to approve the attached resolution placing a moratorium on the Planning Commission's authority to grant sidewalk waivers.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**RESOLUTION OF MORATORIUM
SIDEWALK WAIVERS**

WHEREAS, The Charter Township of Union Zoning Ordinance gives the Planning Commission the power to amend or waive the standards of the Union Township Sidewalk Ordinance;

WHEREAS, The Charter Township of Union Sidewalk Ordinance requires a sidewalk or pathway to be shown on site plans as part of a larger development that requires site plan review;

WHEREAS, The Charter Township of Union Planning Commission has designated a committee to plan and prioritize new construction of sidewalks and pathways;

WHEREAS, The Charter Township of Union Planning Commission has charged the sidewalks and pathways prioritization committee in developing a sidewalk waiver policy for the Planning Commission; and

WHEREAS, The Township asserts the right to control the use and zoning of land and business in its jurisdiction as to time, place and manner as authorized by the statutes of the State of Michigan.

THEREFORE BE IT RESOLVED that the Charter Township of Union declares a moratorium on the granting of sidewalk waivers by the Planning Commission through site plan review approval. This moratorium shall last for a period not to exceed six (6) months from the date of adoption of this resolution, the effective date of the adoption of a future sidewalk and pathways plan, sidewalk waiver policy or the effective date of any Ordinance(s) dealing with matters pertaining to sidewalk waivers, whichever occurs first.

The following aye votes were recorded:

The following nay votes were recorded:

STATE of MICHIGAN)
) ss
COUNTY of ISABELLA)

I, Lisa Cody, Clerk of the Charter Township of Union, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Act adopted at a regular meeting held November 8, 2017.

Lisa Cody, Clerk

Dated: _____