



BOARD OF TRUSTEES
Regular Meeting
September 11, 2019
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
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)
8. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. Board Member Reports
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – August 28, 2019- regular meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. (Smith) Approval of Commercial Property Utility Service and Franchise Agreement for Broomfield Commons Condominium Project unit A located at 2420 East Broomfield Road
10. NEW BUSINESS
 - A. Discussion/Action (Gallinat): Approve Special Use Permit SUP 2019-05 self-storage buildings located at S. Park Place PID14-011-30-001-14 on the condition that a site plan is approved by the Township Planning Commission
11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)

12. MANAGER COMMENTS

13. FINAL BOARD MEMBER COMMENT

14. CLOSED SESSION

15. ADJOURNMENT

Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Lisa	Cody	11/20/2020
2-Chair	Phil	Squatrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2022
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2022
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2022
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	2/18/2021
3-Secretary	Jake	Hunter	12/31/2019
4- Vice Secretary	Andy	Theisen	12/31/2019
5	Taylor	Sheahan-Stahl	12/31/2021
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Liz	Presnell	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2020
2	James	Thering	12/31/2020
3	Bryan	Neyer	12/31/2020
Alt #1	Randy	Golden	1/25/2021
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Don	Long	12/31/2020
2	Mike	Lyon	12/31/2020
3	vacant seat		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	12/31/2019
2	Richard	Jakubiec	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2020
2	John	Dinse	12/31/2019
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	4/14/2023
2	James	Zalud	4/14/2023
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2023
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2023
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
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	Kimberly	Rice	11/20/2020
2 PC Representative	Denise	Webster	8/15/2020
3 Township Resident	Sherrie	Teall	8/15/2021
4 Township Resident	Jeremy	MacDonald	10/17/2020
5 Member at large	Connie	Bills	8/15/2021

2019 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting

A regular meeting of the Charter Township of Union Board of Trustees was held on August 28, 2019 at 7:00 p.m. at Union Township Hall.

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

Roll Call

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

Approval of Agenda

Cody moved **Hauck** supported to approve the Agenda presented. **Vote: Ayes: 7 Nays: 0. Motion carried.**

Presentations

A. Wellhead Protection Plan presentation by Megan Fleig from Peerless Midwest

Public Hearings

Public Comment - open 7:13 p.m.

Jeff Sweet, 2112 Cobblestone Ct. – Thanked Trustee Mikus for his service to the Township. Not in favor of Lincoln Rd. Project taking two (2) years to complete

Pat Mayfield, 1796 Mamie - Commented on McGuirk Subdivision Paving Project

Reports/Board Comments

A. Current List of Boards and Commissions – Appointments as needed

Mikus moved **Hauck** supported to reappoint Sherrie Teall as a Township Resident to the Sidewalks and Pathways Prioritization Committee with term ending 8/15/2021. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

Mikus moved **Hauck** supported to reappoint Connie Bills as Member at Large to the Sidewalks and Pathways Prioritization Committee with term ending 8/15/2021. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

- Trustee Mikus announced his resignation effective 8/30/19, as he is moving out of Union Township, to the Board of Trustees.

Lannen moved **Rice** to accept Trustee Mikus' resignation. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

Woerle moved **Mikus** supported to appoint Treasurer Rice as Board of Trustee Representative to the Sidewalks and Pathways Prioritization Committee with term ending 11/20/2021. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

- B. Planning Commission and ZBA updates by Township Planner
- C. August Monthly Activity Report to the Board of Trustees

D. Board Member Reports
Cody – City of Mt. Pleasant Updates
Hauck – Road Commission Updates
Lannen –Isabella County Board of Commissioners and Council of Government Updates
Rice – Reminder that taxes are due September 14, 2019

Consent Agenda

- A. Communications
 - 1. Approved PC 7/16/19 minutes
 - 2. Approved ZBA 7/9/19 minutes
- B. Minutes – August 14, 2019- regular meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. (Smith) Request to award bid for the 2019 Sanitary Sewer Pump Station #7 Bypass Manhole Rehabilitation to Robinson Electrical and Mechanical
- H. (Smith) Approval of the bid from Peerless Midwest for the completion of the 2019 Well #8 Maintenance and Cleaning located at the Mission Road Well Site

Hauck moved **Cody** supported to approve the consent agenda as presented. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

BOARD AGENDA

A. Discussion/Action (Gallinat): Consider adoption of Zoning Map Amendment Ordinance 2019-05. Publish notice of adoption for Ordinance 2019-05

Mikus moved **Woerle** supported to approve the adoption of Zoning Map Amendment Ordinance 2019-05 and to publish notice of adoption for Ordinance 2019-05 in the Morning Sun. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

B. Discussion/Action:(Stuhldreher) Receive and discuss letter from EDA Re: Lincoln Rd improvement timeline

Recusal – Gunning (conflict of interest)

Woerle moved **Hauck** supported to approve the request by the Union Township Economic Development Authority (EDA) to support the completion of the improvements planned for Lincoln Rd between M-20 and Broomfield in a single construction season and communicate said support to the Isabella County Rd Commission (ICRC). **Roll Vote: Ayes: Cody, Rice, Hauck, Lannen, Mikus, and Woerle Nays: 0. Motion Carried.**

C. Discussion/Action: (Smith) Consideration/ approval to prepare cost estimates and develop the formal petition of the establishment of a Paving Special District for McGuirk Subdivision

Cody moved **Lannen** supported approval of preparing preliminary project cost estimates and develop the formal petition for the establishment of a Paving Special Assessment District for McGuirk Subdivision. **Vote: Ayes: 7 Nays: 0. Motion Carried.**

D. Discussion/Action: (Board of Trustees) Board of Trustees annual review of Board Governance Policy No. 2.9 Collaboration with Other Entities

Discussion by the Board.

E. Discussion/Action (Board of Trustees) Board of Trustees annual review of Board Governance Policy No. 4.2 Accountability of the Township Manager

Discussion by the Board.

F. Discussion/Action: (Board of Trustees/Stuhldreher) Manager Annual Performance Review

Discussion by the Board.

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 8:48 p.m.

No comments were offered.

Closed 8:48 p.m.

MANAGER COMMENTS

- Thanked Trustee Mikus for his service to Union Township.

FINAL BOARD MEMBER COMMENTS

Cody – Thanked Trustee Mikus for his service

Rice - Thanked Trustee Mikus for his service and reminder that taxes are due by September 14, 2019.

Hauck – Requested to Township Manager to go over wage study at future meeting.

Lannen – Thanked Trustee Mikus for his service

Mikus – Commented that he has enjoyed working as a public servant

Woerle – Communicated that the Township will be receiving applications for filling the Trustee position until close of business day September 13, 2019. At the September 25, 2019 Board of Trustee meeting the Board will invite candidates to speak during the presentation portion on the Agenda. Requested New Business, Item A – Consider voting on candidate to fill open Trustee position be placed on the September 25, 2019 Board of Trustees Agenda.

CLOSED SESSION

ADJOURNMENT

Mikus moved Woerle supported to adjourn the meeting at 9:15 p.m. Vote: Ayes: 7 Nays: 0. Motion carried.

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
08/29/2019	101	285 (E)	01105	MASTERCARD	MASTERCARD - CRAWFORD	457.70
					MASTERCARD - WALDRON	298.37
					MASTERCARD - DEARING	1,808.89
					MASTERCARD - RADER	95.94
					MASTERCARD - MCBRIDE	2,837.51
					MASTERCARD - ROCKAFELLOW	350.71
					MASTERCARD - FUSSMAN	14.98
					MASTERCARD - HOLBEIN	143.45
					MASTERCARD - TEALL	425.00
					MASTERCARD - OCKERT	144.80
					MASTERCARD - COFFELL	286.53
					MASTERCARD - THEISEN	258.91
					MASTERCARD - DEPRIEST	146.57
					LATE FEE	15.00
						<u>7,284.36</u>
08/29/2019	101	21303	00176	PATRICIA DEPRIEST	FLEX MEDICAL REIMBURSEMENT 7/25/19	416.00
09/11/2019	101	21304	00020	JAMES ALWOOD	WELL SITE LEASE - AUG 2019	694.12
09/11/2019	101	21305	01644	MARY BENDER	REIMBURSE OVERPAYMENT - MC DONALD PARK/B	20.00
09/11/2019	101	21306	00095	C & C ENTERPRISES, INC.	JANITORIAL SUPPLIES - WWTP	87.50
09/11/2019	101	21307	00099	CENTRAL CONCRETE PRODUCTS CO. INC	6.0 SACK LS AE - PARKS/WATER/SEWER	3,072.00
09/11/2019	101	21308	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES	806.17
					MOBILUX EP 1	464.64
						<u>1,270.81</u>
09/11/2019	101	21309	01242	CULLIGAN WATER	WATER COOLER - SHOP AUG 2019	8.00
					WATER - MCDONALD AUG 2019	34.50
						<u>42.50</u>
09/11/2019	101	21310	01171	DBI BUSINESS INTERIORS	FOLDER/PAD/FILE - ASSESS/TWP HALL/BLDG	249.61
09/11/2019	101	21311	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE	3,116.50
09/11/2019	101	21312	01219	ERC ASSOCIATES, LLC	CATIONIC POLYMER - WWTP	6,930.00
09/11/2019	101	21313	00213	FASTENAL COMPANY	CLARIFIER #1	70.83
09/11/2019	101	21314	00360	KIMBALL MIDWEST	MISC. SHOP SUPPLIES	462.01
					CRIMPER	74.95
						<u>536.96</u>
09/11/2019	101	21315	01506	MCKENNA ASSOCIATES	BLDG OFFICIAL & INSP SERV - JULY 2019	11,880.00
					ZONING ORDINANCE REVISION - JULY 2019	1,185.00
						<u>13,065.00</u>
09/11/2019	101	21316	00733	MICHIGAN ASSN. OF PLANNING	MEMBERSHIP RENEWAL	825.00
09/11/2019	101	21317	01481	MICHIGAN ECONOMIC DEVELOPERS ASSOC	MEDA JOB POSTING	340.00
09/11/2019	101	21318	01266	MOREYS LOGO.COM	TWP LOGO FOR WATER TRUCK #04	50.00
09/11/2019	101	21319	01438	PATTERSON PLUMBING SERVICE INC.	BALL FIELD IRRIGATION BACKFLOW TESTING	262.50
09/11/2019	101	21320	00131	PERCEPTIVE CONTROLS, INC	SANITARY SEWER TELEVISIONING	39,268.57
					SANITARY SEWER TELEVISIONING	18,846.85
						<u>58,115.42</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/11/2019	101	21321	01610	PREMIER SAFETY	SENSOR FOR GAS METER - HEADWORKS	261.79
					PORTABLE GAS METER - WWTP	2,548.62
						<u>2,810.41</u>
09/11/2019	101	21322	00570	RS TECHNICAL SERVICES, INC.	CHLORINE EQUIPMENT - ISABELLA WELL SITE	1,955.43
09/11/2019	101	21323	01013	USA BLUE BOOK	TERTIARY FILTER	1,026.00
09/11/2019	101	21324	01314	VERIZON WIRELESS	CELL PHONES 7-16-19 TO 8-15-19	444.11
09/11/2019	101	21325	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT - AUG 2019	1,500.76

101 TOTALS:

Total of 24 Checks:

104,185.82

Less 0 Void Checks:

0.00

Total of 24 Disbursements:

104,185.82

Charter Township of Union Payroll
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CHECK DATE: September 5, 2019

PPE: August 31, 2019

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$ 26,795.48
EDDA	-
WDDA	-
Sewer Fund	30,793.41
Water Fund	22,686.73
Total To Transfer from Pooled Savings	\$ 80,275.62

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$ 54,663.94
Employer Share Med	755.34
Employer Share SS	3,229.69
SUI	30.64
Pension-Employer Portion	3,534.37
Workers' Comp	794.99
Life/LTD	556.37
Dental	1,115.56
Health Care	17,577.63
Vision	337.12
Vision Contribution	(168.56)
Health Care Contribution	(2,151.47)
Cobra/Flex Administration	-
PCORI Fee	-
Total Transfer to Payroll Checking	\$ 80,275.62

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

BOARD MEMBER: Bill Houch

MONTH: August 2019

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
8-8-19	L.C.R.C.	1		50. ⁰⁰
8-21-19	Council of Governments	1		50. ⁰⁰
8-22-19	I.C.R.C.	1		50. ⁰⁰

SIGNATURE: Bill Houch **Date:** 8-28-19

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.

Mount Pleasant Fire Department

**Fire Experience Report For Union Township/City of Mt. Pleasant
Period Aug 19, 2019 through Aug 25, 2019**

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire	1	23	
	112	Fires in Structures other than a Building			
	113	Cooking Fire			2
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	118	Trash or Rubbish fire, contained			
	130	Mobile Property Fire, Other			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle of heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire	1	15	
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			
	154	Dumpster Fire			
	160	Special Outside Fire, Other			
	Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat		
251		Excessive heat, scorch burns with no fire			
231		Chemical reaction rupture of process vessel			
			1	16	
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew	1	2	2
	321	EMS Call excluding Veh. Accident			
	322	Motor Vehicle Acc. W/ Injuries	2	6	1
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			

	422	Chemical Spill or Leak			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			
	440	Electric Wiring/Equipment Problem			1
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down	1	2	
Service Call					
	500	Service Call - Other			1
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			1
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			2
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other	1	3	
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			1
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction	1	2	
	736	CO detector activation due to malfunction			

	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm, Tornado/Hurricane Assessment			
	814	Lightning Strike (No Fire)			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued			
		Total Response for Union Twp/City	9		11
		YTD Response for Union Twp/City	212		311

- Emergency - MPFD
- Emergency - MPFD Secondary to MMR
- Non - Emergency

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager	DATE: September 3, 2019
FROM: Kim Smith – Public Services Director	DATE FOR BOARD CONSIDERATION: 9/11/19
ACTION REQUESTED: Approval of Commercial Property Utility Service and Franchise Agreement for Broomfield Commons Condominium Project unit A located at 2420 East Broomfield Road.	

Current Action Emergency

Funds Budgeted: If Yes Account # No N/A

Finance Approval *MDS*

BACKGROUND INFORMATION

In April of 2019, the property located at 2420 East Broomfield Road Unit A completed an emergency water connection to the existing eight-inch water line located on the property. The water service for this property is provided by the City of Mt. Pleasant because the Township does not have water service available in this area. Three other units within the Condominium Association already have existing Agreements.

For one municipality to provide water service to a property located within the boundaries of another municipality a Franchise Agreement must be executed between the parties. To facilitate franchise agreements between the City of Mt. Pleasant and Union Township a template has been established. The Agreement is normally approved prior to connection. In this instance the property was without water so an emergency connection was approved with the requirement that an Agreement would be completed for the property. The agreement has been approved and executed by the City of Mt. Pleasant and the Owner. The Township's approval and execution of the Agreement will complete the process.

SCOPE OF SERVICES

Execute an agreement for the City of Mt. Pleasant to provide municipal water service for commercial purposes to a property located within the boundaries of the Charter Township of Union.

JUSTIFICATION

Approval of the Commercial Property Utility Service and Franchise Agreement will provide municipal water to a parcel located within the Township that otherwise would not have access to municipal water and sewer.

PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good

COSTS

NA

PROJECT TIME TABLE

NA

RESOLUTION

Approve the Commercial Property Utility Service and Franchise Agreement for Broomfield Commons Condominium Project unit A located at 2420 East Broomfield Road, Mt. Pleasant MI.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

COMMERCIAL PROPERTY UTILITY SERVICE AND FRANCHISE AGREEMENT

This Commercial Property Utility Service and Franchise Agreement (the "Agreement") is made as of _____, 2019, between the City of Mt. Pleasant, a Michigan municipal corporation with a principal address of 320 West Broadway, Mt. Pleasant, MI 48858 (the "City"), IDFC Investments LLC, an LLC with a principal address of 1740 Leroy Lane, Mt. Pleasant, MI 48858 (the "Developer") and, with respect to paragraphs 8 through 12, the Charter Township of Union, a Michigan municipal corporation with a principal address of 2010 S. Lincoln Road, Mt. Pleasant, MI 48858 (the "Township").

RECITALS

- A. The Developer owns real property in the Township, as legally described on the attached **Exhibit A** (the "Property").
- B. The Developer plans to develop the Property for a commercial use and, because Township water services are unavailable in the area where the Property is located, has requested City water services.
- C. The City is amenable to accommodating the Developer's request, and the Township is amendable to granting the City a revocable franchise and consent to provide the requested services, 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:

1. Proposed Improvements. A description of the improvements that the Developer proposes to construct and install relating to the provision of City water service (including any lines, pipes, pumps, valves, chambers and related appurtenances needed to connect to and receive service from the City's water system) is attached as **Exhibit B** (the "Improvements"). The Developer shall construct and install the Improvements in accordance with Exhibit B, and shall not modify the Improvements or construct and install additional Improvements without the prior written approval of the City's Director of Public Works.
2. Construction. The Developer shall be responsible for all costs associated with constructing and installing the improvements, including road repair and replacement, to their preexisting condition, if roads are disturbed. The Developer shall comply with all applicable City ordinances and construction standards, applicable state and federal laws, rules and regulations, applicable permits, and other approvals. Upon completion of construction and the City's inspection and approval, the Developer shall submit "as built" drawings to the City's Division of Public Works illustrating the location of the Improvements as constructed. The City will be responsible for Miss Dig marking all City water utilities in the right-of-way serving this property.
3. Connection. The City shall connect the Developer to the City's water system upon completion of the Improvements and payment of all applicable fees and charges in accordance with applicable City ordinances, resolutions, rules, regulations and policies in effect on the date of this Agreement.
4. Ownership and Maintenance. The Developer shall retain ownership of the Improvements and shall be solely responsible for maintaining the Improvements and ensuring their proper function.
5. Compliance with Applicable Regulations. The Developer's use of the City's water system is conditional upon compliance with the City's Municipal Water Use Ordinance and all other applicable City ordinances, rules, regulations, and policies pertaining to use of the water system, as well as applicable state and federal laws, rules and regulations, and applicable permits, certifications and approvals (the "Applicable

Regulations”). The City shall have the right to inspect the Property in the same manner as for properties receiving water services within the jurisdictional boundaries of the City, and may discontinue water service to the Property for any violation of the Applicable Regulations.

6. Rates, Fees, and Charges. The City shall charge and the Developer shall timely pay (*i.e.* before the date on which payment can be made without penalties or interest) all rates, fees and charges provided in the Applicable Regulations, which shall be a lien on the Property and shall be collected as provided by law.

7. Service Interruptions. The City cannot guarantee uninterrupted water services to the Property. Indeed, periodic interruptions may occur. This Agreement does not provide the Developer any rights to continuous water service or any cause of action for damages as a result of any periodic interruption.

8. Township Ordinances. The Township shall retain jurisdiction to enforce its zoning ordinance, the Michigan Construction Code, and all other Township ordinances on the Property.

9. Protection of Roadways. The City shall not provide water services to the Property until the Developer has repaired or replaced any damaged or disturbed roadways within the Township. The City shall inspect for such damage prior to connecting the Property to the City’s water system.

10. Township’s Franchise and Consent. This Agreement serves as the Township’s consent and revocable franchise for the City to provide Water services to the Property and to use the Township’s public rights-of-way for such purposes, as required by Article VII, Section 26 of the Michigan Constitution of 1963. Because this Agreement pertains to the provision of water services to commercial rather than residential property, it need not be in the form provided in the Comprehensive Agreement between the Charter Township of Union and the City of Mt. Pleasant, which the parties agreed to on December 12, 1991. Approval of the exact locations of the water mains, distribution lines, appurtenances, or other supply lines or pipes shall be obtained from the Township.

11. Loss Payment (Indemnification). The Developer shall hold the City and the Township (defined for purposes of this paragraph to include their respective officers and employees) harmless from, defend them against (with legal counsel reasonably acceptable to them), and pay for any loss paid or owed by them arising from the Developer’s use, construction, or installation of the Improvements. “Loss” means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

12. Termination. This Agreement may be terminated as follows:

- a. The Developer may terminate this Agreement at any time, and upon such termination the City may immediately discontinue water services to the Property.
- b. The City may terminate this Agreement if the Developer violates the Applicable Regulations.
- c. The Township may revoke the franchise and consent granted in this Agreement at any time, including but not limited to such time when the Township makes water service available to the Property through its own water system. Upon revocation of the franchise and consent, the City shall disconnect the Improvements from its water system and cease providing water services to the Property.

13. Successors and Assigns. The terms of this Agreement shall be binding upon the parties’ successors and assigns.

14. Miscellaneous. This Agreement constitutes the entire Agreement among the parties. No oral or written prior or contemporaneous agreement shall have any force or effect nor shall any subsequent agreements have any force or effect unless made in writing and signed by the parties. The captions of this Agreement shall not be considered as part of this Agreement but shall be considered as descriptive only. The recitals however are an integral part of this Agreement.

The parties have caused this Agreement to be executed as of the date first written above.

CITY OF MT. PLEASANT

By: William L. Joseph
William L. Joseph, Mayor

By: Jeremy Howard
Jeremy Howard, Clerk

STATE OF MICHIGAN
COUNTY OF ISABELLA

On August 12, 2019, William Joseph and Jeremy Howard, personally known to me as the Mayor and Clerk of the City of Mt. Pleasant, appeared before me and acknowledged their signatures on this document.

Addie Pritchard
Addie Pritchard
Notary Public, Isabella County, Michigan
My Commission expires: 2-8-2022
Acting in Isabella County, Michigan

IDFC Investments LLC

By: [Signature]

Its: MANAGING MEMBER

STATE OF MICHIGAN
COUNTY OF Isabella

On 8-20-19, 2019, appeared before me, presented a valid photograph identification, and acknowledged signature on this document.

Marilyn L. Schumer
Marilyn L. Schumer
Notary Public, Isabella County, Michigan
My Commission expires: 12-7-21
Acting in Isabella County, Michigan

ACCEPTED WITH
RESPECT TO PARAGRAPHS 8 THROUGH 12:

CHARTER TOWNSHIP OF UNION

By: _____
Ben Gunning, Supervisor

By: _____
Lisa Cody, Clerk

STATE OF MICHIGAN
COUNTY OF ISABELLA

On _____, 2019, Ben Gunning and Lisa Cody, personally known to me as the Supervisor and Clerk of the Charter Township of Union, appeared before me and acknowledged their signatures on this document.

Notary Public, _____ County, Michigan
My Commission expires: _____
Acting in Isabella County, Michigan

Exempt from transfer taxes because this document does not convey any interest in any real property

When recorded return to:
Jeremy Howard, City Clerk
City of Mt. Pleasant
320 West Broadway,
Mt. Pleasant, MI 48858

CC: Lisa Cody, Township Clerk
2010 South Lincoln Road
Mt. Pleasant, MI 48858

Exhibit A
Property Description

Parcel: 14-048-00-001-00

T14N R4W, SEC 28, BROOMFIELD COMMONS UNIT A

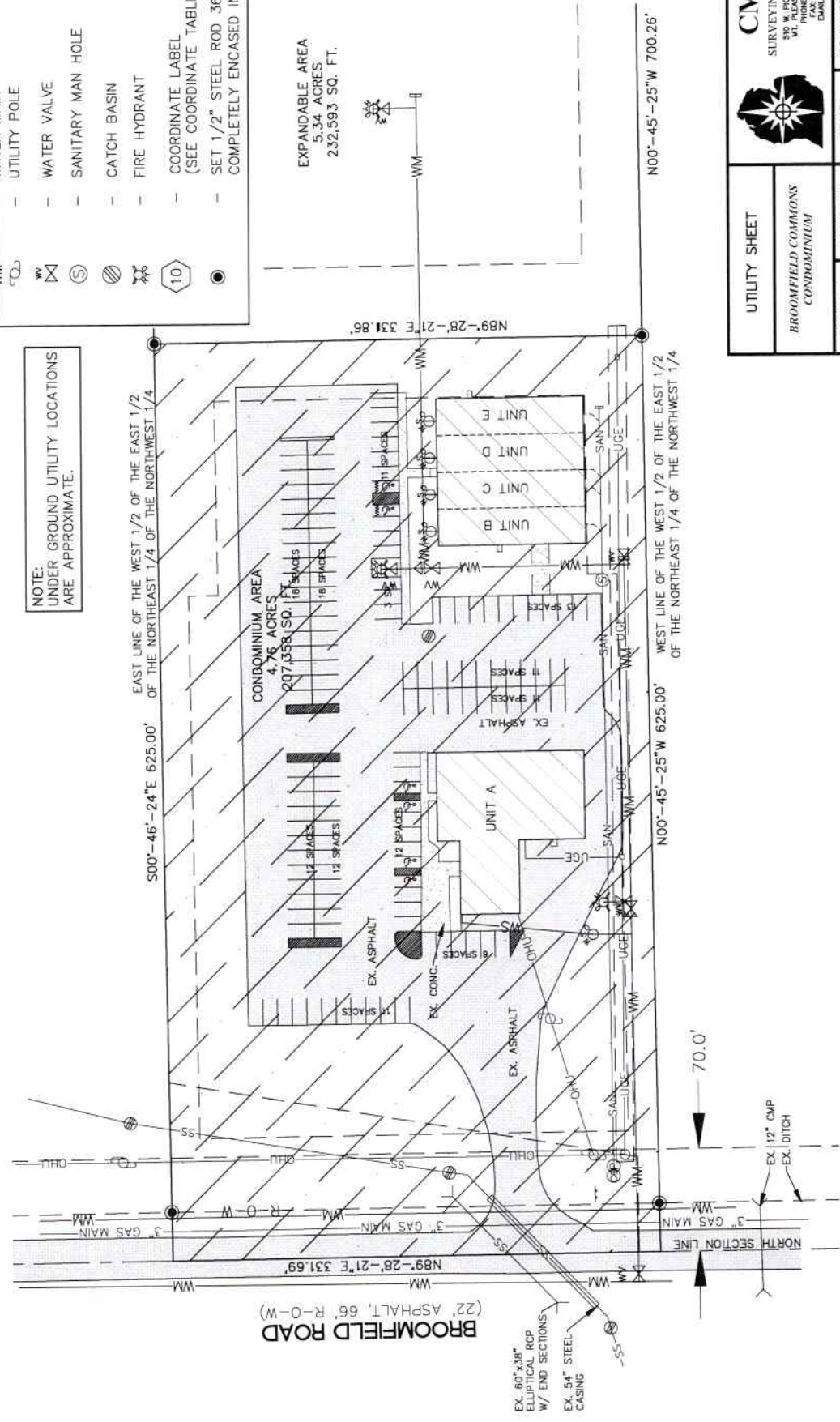
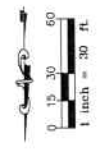
EXHIBIT B
BROOMFIELD COMMONS CONDOMINIUM
 PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4
 OF SECTION 28, T14N-R4W
 UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN

LEGEND

- SS — STORM SEWER
- UG-GAS — UNDERGROUND GAS LINE
- UG-ELEC — UNDERGROUND ELECTRIC LINE
- OHE — OVERHEAD ELECTRIC LINE
- SAN — SANITARY SEWER
- WM — WATER MAIN
- UT — UTILITY POLE
- WV — WATER VALVE
- SMH — SANITARY MAN HOLE
- CB — CATCH BASIN
- FH — FIRE HYDRANT
- CL — COORDINATE LABEL
(SEE COORDINATE TABLE)
- SR — SET 1/2" STEEL ROD 36" IN LENGTH
COMPLETELY ENCASED IN CONCRETE

NOTE:
 UNDER GROUND UTILITY LOCATIONS
 ARE APPROXIMATE.

EXPANDABLE AREA
 5.34 ACRES
 232,593 SQ. FT.



	UTILITY SHEET	CMS & D SURVEYING / ENGINEERING 500 N. HURON STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (889) 775-0795 FAX: (889) 775-0796 EMAIL: info@cmsand.com	SHEET NUMBER 7 OF 7
	BROOMFIELD COMMONS CONDOMINIUM	SCALE: 1" = 30'	JOB NUMBER: 1806-065
SUBMITTAL: JULY 2018	DRAWN BY: WRE		



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher Township Manager	DATE: 09/05/2019
FROM: Peter Gallinat Township Planner	DATE FOR BOARD CONSIDERATION: 09/11/2019
ACTION REQUESTED: Approve Special Use Permit SUP 2019-05 self-storage buildings located at S. Park Place PID14-011-30-001-14 on the condition that a site plan is approved by the Township Planning Commission.	

Current Action _____ Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

The owner of the property, Acoustical Land LLC authorized A & K Real Estate Holdings LLC (the applicant) to seek zoning approval contingent on a purchase agreement for the property. This property is zoned B-4 (General Business District) self-storage buildings are permitted as a special land use. Property to the south is zoned I-1 (Light Industrial) There is an existing self-storage building operation located on the property to the south. This operation would expand to the north on the B-4 parcel is the SUP is approved.

On August 20, 2019 at a regular Planning Commission meeting a public hearing for SUP 2019-05 was held. Following the public hearing the Planning Commission reviewed the application with requirements from Sections 30.3.A and 30.4.U. The Planning Commission found the application to comply with both sections of the Zoning Code. After careful consideration the Planning Commission voted to recommend approval of SUP 2019-05 to the Board of Trustees on the condition that a final site plan is approved by the Planning Commission.

SCOPE OF SERVICES

N/A

JUSTIFICATION

Following a public hearing the Planning Commission reviewed and recommended approval of SUP 2019-05

PROJECT IMPROVEMENTS

The following Board of Trustees goal is addressed with this request.

1. Community well-being and common good
2. Commerce

COSTS

N/A

PROJECT TIME TABLE

The Special Use Permit if approved will remain valid with the property regardless of change in ownership. If the development of the project associated with the special use is not commenced within one (1) year of approval the permit may be reconsidered by the Planning Commission.

RESOLUTION

Authorization is hereby given to approve 2019-05 on the condition that a site plan is approved by the Township Planning Commission.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

CHARTER TOWNSHIP OF UNION
Planning Commission
Regular Meeting

A regular meeting of the Charter Township of Union Planning Commission was held on August 20, 2019 at the Township Hall.

Meeting was called to order at 7:01 p.m.

Roll Call

Present: Clerk Cody, Darin, Fuller, LaBelle, Mielke, Squattrito, and Webster

Excused: Buckley

Late: Shingles

Others Present

Township Planner, Peter Gallinat and Secretary, Jennifer Loveberry

Approval of Minutes

LaBelle moved **Webster** supported the approval of the June 18, 2019 regular meeting as amended. **Vote: Ayes: 7 Nays: 0. Motion carried.**

Correspondence / Reports/Presentations

Board of Trustee updated from Clerk Cody

Webster – Sidewalk Prioritization and Pathway Committee meets again on October 7, 2019 at 7:00 p.m.

Presentation by The Den on Broomfield Site

Shingles arrived 7:13 p.m.

Approval of Agenda

Webster moved **Cody** supported approval of the agenda as amended, postponing C. SPR 2019-09 Lone Maple Development LLC, 5889 Broadway from the Agenda per the applicant's request. Adding Other Business – A. Brief discussion for preparation for the Annual Joint Meeting held on August 27, 2019. **Vote: Ayes: 8 Nays 0. Motion carried.**

Public Comment – 7:16 p.m.

No comments were offered.

New Business

A. SPR 2019-07 Renaissance Public School Academy Expansion 2797 S. Isabella Rd.

Introduction by Township Planner.

Representative of applicant, Joe Fleming, Konwinski Construction stated that Renaissance Public School Academy is proposing to construct a 9,520 sq. ft. expansion.

LaBelle moved Cody supported to recommend approval SPR 2019-07 Renaissance Public School Academy Expansion located at 2797 S. Isabella Rd., with the following conditions: site plan approval is obtained from Township Public Service Department, lighting plan is submitted and approved by Township Planner, and confirmation that the ICRC has approval is from the 8/6/19 version of the site plan. **Vote: Ayes: 8 Nays: 0 Motion carried.**

B. SUP 2019-05 Public Hearing A & K Real Estate Holdings LLC South Park Place S. Park Place, Construction of self-storage facility (Review and recommend approval/denial of special use permit to the Board of Trustees)

Introduction by Township Planner. Stated that the applicant currently has self-storage buildings located on a I-1 parcel and is proposing to construct additional self-storage buildings on a B-4 parcel to expand the business.

Public Hearing – Open 7:31 p.m.

No comments were offered.

No Written Correspondence was received.

Public Hearing-Closed 7:32 p.m.

Alan Johns, A & K Real Estate Holdings LLC, 1835 S. Nottawa Rd. Deerfield Twp., stated why the special use permit was being sought.

The Planning Commission reviewed section 30.3 (1-10) of the zoning ordinance and 30.4.U Special Uses Permitted – Self-Storage Buildings (1-8).

Webster moved Shingles supported to recommend approval of SUP 2019-05 to the Township Board of Trustees, stating that the application does comply the General Requirements for special uses section 30.3A (1-10) and section 30.4U as this is an allowed use in the B-4 district, with the condition that a site plan is obtained and approved. **Vote: Ayes: 8 Nays: 0 Motion carried.**

C. SPR 2019-10 Mid State Electric 5966 Venture Way

Introduction by Township Planner. Stated that the applicant has requested provisional relief for sidewalks as the property is zoned I-1. All outside agencies have submitted approval except for ICRC and Township Public Services.

Aaron Liscomb, applicant, stated that he is requesting to pave the existing gravel drives and parking on the east side of the buildings, isle between buildings, and regrade and pave existing paved parking on the north.

Webster moved Darin supported to approve SPR 2019-10 Mid State Electric Venture Way located at 5966 Venture way with the following conditions: dumpster is screened per Zoning ordinance and approval is obtained and approved from both Township Public Service and ICRC. **Vote: Ayes: 8 Nays: 0. Motion carried.**

D. SPR 2019-11 Four Hacks 1425 S Mission (Review Only)

Introduction by Township Planner stating that this project still needs to go through a preliminary and final plat review before complete. Previously a petition for the abandonment of certain roads and alleys within the Village of the Isabella plat was processed in court. The court ordered plat to be amend the Village of Isabella City Plat which was approved by the Planning Commission and Board of Trustees.

Mark Garber, representative of Four Hacks, stated that a residential development of four (4) two family dwellings is being proposed, stating that this is review only asked Planning Commissioners if they had any concerns with the presented site plan. No action taken.

Other Business

Planning Commissioners discussion in preparation for the Annual Joint Meeting Presentation scheduled for August 27, 2019.

Extended Public Comment Open – 8:33 p.m.

No comments were offered.

Final Board Comment

Adjournment – Chairman Squattrito adjourned the meeting at 8:40 p.m.

APPROVED BY:

Alex Fuller - Secretary
Mike Darin – Vice Secretary

(Recorded by Jennifer Loveberry)



Peter Gallinat, Township Planner
pgallinat@uniontownshipmi.com
2010 South Lincoln
Mt. Pleasant, MI 48858
Phone 989-772-4600 Ext. 241
Fax 989-773-1988

TO: Planning Commission
FROM: Township Planner

New Business

SUBJECT: A) SUP 2019-05 Self Storage buildings at S. Park Pl.

Applicant: A & K Real Estate Holdings LLC (authorized by owner)

Owner: Acoustical Land LLC

Location: S. Park Pl Rd. MT PLEASANT, MI 48858 PID 14-011-30-001-14

Current Zoning: B-4 (General Business District)

Adjacent Zoning: I-1 and B-4

Future Land Use/Intent: Industrial Employment: This category promotes traditional industrial employment. Located near regional nodes with convenient access to interchanges, this district provides an opportunity to diversify the industrial employment base of the township by reserving areas for research, development, technology, and corporate offices or campuses that will have less of an impact than traditional industrial uses. Uses to complement CMU's Smart Zone would include research, design, engineering, testing, laboratories, diagnostics, and experimental product development. Types of industries may include automotive, electronics, alternative energy technologies, computers, communications, information technology, chemical or biomedical engineering.

Current Use: Vacant

Reason for Request: Self storage buildings. Expanding business from parcel to the south.

History: The existing self storage located to the south is proposing an expansion. The proposed expansion is for the parcel to the north. The existing self storage buildings are located on a I-1 parcel. The new proposed self storage buildings are located on a B-4 parcel.

Objective of board: Within a reasonable time following the public hearing, the Planning Commission shall review the application for the special use permit, testimony received at the public hearing, and other materials submitted in relation to the request and make a recommendation to the Township Board. Approving or denying the special use application shall be in accord with the criteria for approval stated in Section 30.3 and such other standards contained in this Ordinance that relate to the special uses under consideration.

Recommendation from Township Planner

Following a public hearing the Commission will need to review the SUP request from the requirements listed under sections 30.3.A and 30.4.U of the Zoning Ordinance. A preliminary site plan has been provided for visual purposes only. At this time I would recommend approval on the condition that a site plan is approved.

Peter Gallinat
Township Planner

APPLICATION FOR A SPECIAL USE PERMIT

I (we) A & K Real Estate Holdings LLC OWNERS OF PROPERTY AT
South Park Place LEGAL DESCRIPTION AS FOLLOWS:

See Attached Purchase Agreement

Respectfully request that a determination be made by the Township Board on the following request:

I. Special Use For Construction of self-storage facility

II. Junk Yard Permit

.....
Note: Use one of the sections below as appropriate. If space provided is inadequate, use a separate sheet.

I. Special Use Permit is requested for Construction of self-storage facility

Give reason why you feel permit should be granted: Adjoining parcel is developed with self-storage as well as parcel is master planned for industrial use.

II. Junk Yard Permit requirements are:

Location of property to be used _____

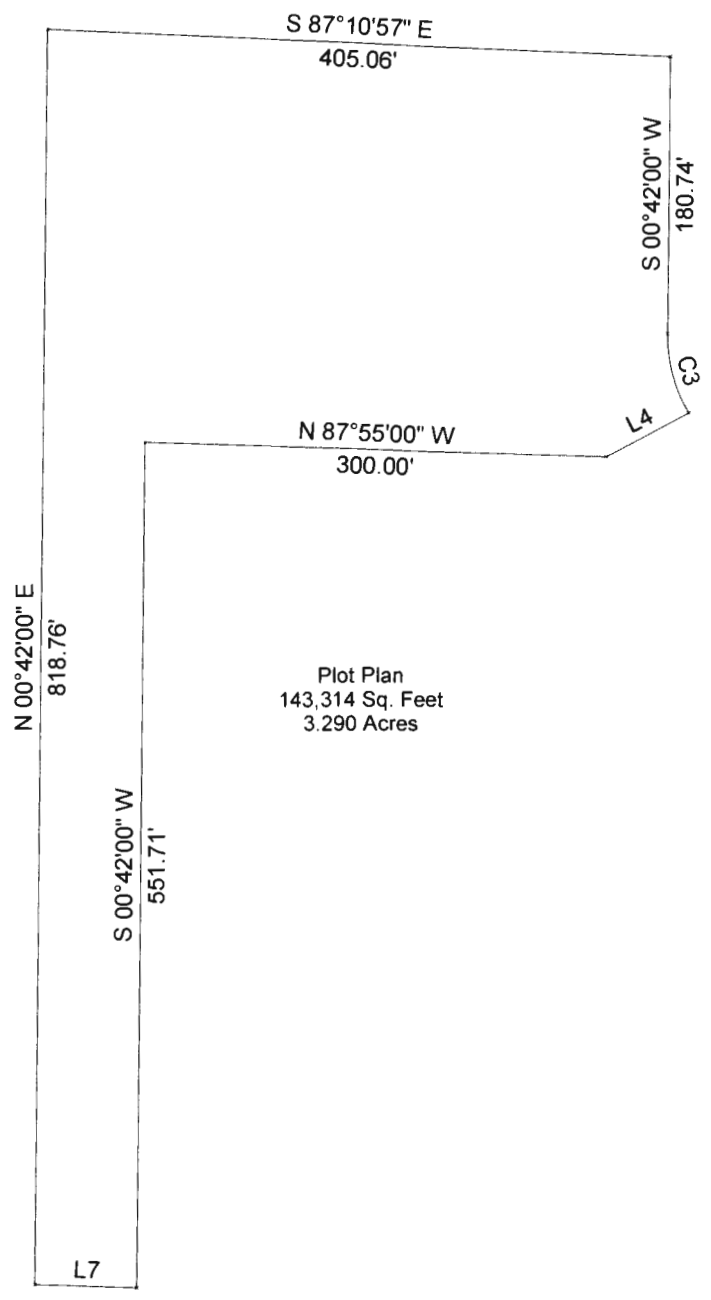
Zoning of the area involved is B-4, General Business District

Zoning of the abutting areas I-1, Industrial & B-4, General Business District

.....
Fees \$350.00 Signature of Applicant _____

Date 7/29/2009

989-775-5050



Plot Plan
143,314 Sq. Feet
3.290 Acres

Plot Plan		
DATE: 5/13/2019	SCALE: 1" = 125'	DRAWN BY: ALJ

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on May 22, 2019, by and between Acoustical Land, L.L.C., a Michigan limited liability company, of 427 W. Morley Drive, Saginaw, MI 48601 ("Seller"), and A & K Real Estate Holdings, LLC, of 1414 W. High Street, Mt. Pleasant, MI 48858, on behalf of an entity to be formed, ("Buyer"), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of a parcel of real property located in the Charter Township of Union, Isabella County, Michigan, as described in Exhibit A (Legal Description), which Buyer desires to purchase consisting of approximately 3.29 acres of land as described in Exhibit A (the Premises). This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Seller.

2. **Purchase and Sale.** Seller agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. If Buyer does not elect to terminate this Agreement during the Due Diligence Period or Approval Period as described below, this Agreement shall become binding on Buyer to purchase the Premises.

3. **Purchase Price.** At closing, Buyer shall pay Seller a purchase price for the Premises of _____ Dollars in immediately available funds ("Purchase Price"), less the Deposit as described below.

4. **Earnest Money Deposit.** Upon signing this Agreement, Buyer shall deposit with Mt. Pleasant Abstract & Title as escrow agent ("Escrow Agent"), Five Thousand 00/100 (\$5,000.00) Dollars in certified funds (the "Initial Deposit"). Escrow Agent will hold and disburse that earnest money as provided below. The Initial Deposit, together with any interest (cumulatively, the "Deposit"), shall constitute a credit against the Purchase Price at closing. The Deposit shall be placed in an interest-bearing account with the interest to accrue and be a part of the Deposit and be returned to Buyer or paid to Seller as part of the Deposit as stated in this Agreement.

5. **Due Diligence and Approval Time Periods.** Buyer shall have the right to conduct a 90 day due diligence review of the Premises. Closing shall be contingent upon the completion and acceptance of Buyer of the following (collectively referred to as the Due Diligence Period):

a. Within 30 day of the execution of this agreement Seller shall provide Buyer with a Title Insurance Commitment, with permitted exceptions an accurate legal description and/or survey of the Premises to the Buyer. Buyer may terminate this Agreement if Title, an accurate description or survey is not provided within 30 days of the effective date of this Agreement. Buyer has the 90 day due diligence period to accept the Title with proposed exceptions, survey and legal description.

b. Buyer shall order an environmental report within 14 days of the effective date of this Agreement, at Buyer's expense, and Buyer shall tender the report to Seller. Buyer may terminate this Agreement if it determines, in its sole discretion that the environmental study is unacceptable for its proposed use or uses. Seller may retain the complete environmental report if the sale is terminated.;

c. Buyer shall obtain site plan approval from the Charter Township of Union for the Premises within 90 days of the effective date of this Agreement. The site plan and applications submitted by Buyer for approval by the city, county, and state regulatory authorities shall be for the use asintended by buyer. If Buyer has not received the land use or site plan approvals required by the Charter Township of Union, Isabella County or the State of Michigan for its development of the Premises by the expiration of the 90-day period, Buyer may seek to extend this Agreement to provide more time to receive those approvals (the Approval Period) by delivering written notice of that election to extend to Seller (the Extension Notice), or it may terminate this Agreement by written notice and the Escrow Agent shall return the Initial Deposit to Buyer; and

d. Buyer shall obtain an acceptable loan within the initial Due Diligence Period. If Buyer is unable to secure acceptable financing within the initial Due Diligence Period, in its sole discretion, it may terminate this Agreement by written notice and the Escrow Agent shall return the Initial Deposit to the Buyer.

e. If, on or before the expiration of the 90 day due diligence period, Buyer gives notice to Seller, with a copy to Escrow Agent, that Buyer elects to terminate this Agreement, this Agreement will automatically terminate, Escrow Agent shall return the Initial Deposit to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to give either an Extension Notice or a notice of termination of this Agreement within the Due Diligence period, Buyer shall be obligated to close on the terms stated in this Agreement without further extensions.

6. Buyer's Access to Premises. During the 90 day Due Diligence and Approval Periods, Buyer and its respective employees, agents, contractors, and invitees shall have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises. While Buyer or its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Seller; (b) Seller shall not be liable for any damage, loss, or injury they cause; and (c) Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Premises before the closing date. On completion of all such inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.

7. Closing Date and Possession. Buyer and Seller shall close the sale and purchase of the Premises from Seller to Buyer (the Closing) within 30 days after the end of the Due Diligence Period or the Approval Period, if one is elected. The Closing shall take place at the offices of Mt. Pleasant Abstract & Title, 116 Court Street, Mt. Pleasant, MI 48858, or at another location mutually agreeable to Seller and Buyer.

8. Delivery of Documents. On the signing of this Agreement, Seller shall deliver to Buyer a copy of the following documents, if available:

a. a copy of the title insurance commitment for an owner's policy for the Premises prepared by _____ with an effective date after _____.

b. an ALTA/ACSM survey and legal description of the Development Site.

c. a wetland delineation of the Development Site.

9. Taxes and assessments. Current real estate taxes shall be prorated as of the date of Closing between Seller and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Seller and Buyer understand and acknowledge that the amount of any past due real estate taxes on the Premises not paid by the date of Closing may be deducted from the Purchase Price paid at Closing and be paid to the respective taxing authority at Closing.

10. Form of conveyance. At Closing, Seller shall grant and convey legal title to the Premises to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Premises not yet due and payable; (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above; and (c) those easements, covenants, conditions, and restrictions recorded against the Premises by Seller. The deed shall state the consideration as "for good and valuable consideration," and Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price.

11. Condemnation. If all or any portion of the Premises are taken by the exercise of eminent domain or condemnation proceedings before Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller and a copy to Escrow Agent. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, any deposit paid by Buyer shall be returned to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, the Buyer shall accept title to the Premises without any reduction of the Purchase Price, and Seller shall assign to Buyer at Closing all of Seller's right, title, and interest in and to any resulting condemnation award.

12. Seller's Default. In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but

not the obligation) to terminate this Agreement by notice to Seller and Escrow Agent within 15 days after the end of the cure period allowed to Seller, or Buyer shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent, if it still holds the Initial Deposit, shall promptly return the Deposit it holds to Buyer.

13. **Buyer's Default.** In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer and Escrow Agent within 15 days after the end of the cure period allowed to Buyer, or Seller shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent, if it still holds the Initial Deposit, shall promptly deliver the Deposit it holds to Seller.

14. **Closing.** Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least 10 days before closing. At closing, Seller shall be responsible for the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above; the costs of having an land survey with corner staking of the Premises, certified to the Buyer as referenced above; the broker fee as described in Section 15; and the costs of any recording fees to record any documents to clear title. Buyer shall pay the fees necessary to record the deed and any other documents to transfer title. Buyer and Seller shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent.

15. **Real Estate Broker.** Buyer and Seller represent and warrant to each other that neither party has retained a real estate broker claiming any right to a commission or compensation. Each party shall defend, indemnify and hold the other party harmless from and against any and all claims of brokers, finders or any like third party claiming any right to commissions or compensation by or through acts of such other party in connection herewith. In addition, Alan Johns, a principal of Buyer, is a broker; however, he will not be receiving any broker compensation in connection with this transaction. This Section 15 shall survive the expiration or termination of this Agreement or the Closing.

16. **Escrow terms.**

- a. On receipt by Escrow Agent of notice from Buyer electing to terminate this Agreement before the expiration of the Due Diligence Period or pursuant to Section 11 if it still holds the Deposit, Escrow Agent shall immediately return the Deposit to Buyer. If Escrow Agent has not received a termination notice before the expiration of the Due Diligence Period before any extension, Escrow Agent shall immediately deliver the Deposit to Seller. Notwithstanding the foregoing, on

receipt of a written notice signed by both Seller and Buyer. Escrow Agent shall immediately deliver the Deposit as instructed in that notice.

b. Seller and Buyer agree that Escrow Agent assumes no liability under this Agreement except that of the holder of the Deposit. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposit or whether any given disbursement is to be made to Seller or Buyer, Escrow Agent shall not be obligated to make any disbursements but may hold the Deposit until receipt by Escrow Agent of authorization in writing, signed by both Seller and Buyer, directing the disposition of the Deposit. In the absence of any such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of Seller and Buyer in an appropriate proceeding. If written authorization is not given or proceedings for determination are not begun and diligently continued, Escrow Agent shall have no obligation to bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction.

c. Seller and Buyer agree to jointly and severally indemnify, save, and hold Escrow Agent harmless from any liability resulting from Escrow Agent's duties, absent any commission or omission by Escrow Agent amounting to willful misconduct or gross negligence. Seller and Buyer agree to each pay one-half of any fee charged by Escrow Agent for its duties under this Agreement.

d. On disbursement of the Deposit in accordance with the Agreement, Escrow Agent shall be released and acquitted from any further liability under this Agreement, it being expressly understood that Escrow Agent's liability is limited by the terms and conditions set forth above.

17. Notices. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or facsimile transmission and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Notices to Escrow Agent shall be delivered to the Escrow Agent at its address provided above. Either party or Escrow Agent may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this section.

18. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements with respect to the Premises between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.

19. Applicable Law. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Ingham County, Michigan.

20. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.

21. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original and all of which together constitute one and the same document.

22. **Exhibits.** The following are exhibits to this Agreement:

a. Exhibit A- Legal description and drawing of the Development Site

23. **Effective date.** This Agreement has been signed and is effective as of ~~May~~ June 17, 2019

Dated: 6/17/2019

Acoustical Land, L.L.C., a Michigan limited liability company

By /s/

David J. Mayer

Its: Managing Member
A & K Real Estate Holdings, L.L.C

Dated: 5/31/2019

By /s/

Alan L. Johns

Its: Managing Member
Mt. Pleasant Abstract & Title

Dated: 6/27/19

By /s/

Its:

EXHIBIT A
LEGAL DESCRIPTION

Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Eleven (11), Township Fourteen North (T14N), Range Four West (R4W), Charter Township of Union, Isabella County, Michigan, described as beginning at a point on the West N & S 1/8 line, which is South 01°00' West, 1348.96 feet along the West Section line and South 87°54' East, 1323.46 feet along the South, E & W 1/8 line and North 00°42' East, 551.71 feet along the West, N & S 1/8 line from the West ¼ corner of Section 11; thence North 00°42' East, 265.85 feet along the West N & S 1/8 line; thence South 87°10'57" East, 405.05 feet to the centerline of Park Place; thence South 00°42' West, 180.64 feet along said centerline; thence along said centerline on a curve to the left, having a radius of 100 feet on a chord bearing and distance of South 14°28' East, 52.33 feet; thence South 62°09'52" West, 60.07 feet, thence North 87°54' West, 366.0 feet to the point of beginning, containing 2.45 acres, more or less. Subject to the use of the Easterly 33.0 feet thereof as Park Place and subject to the use of the Westerly 66.00 feet thereof as an ingress-egress easement and subject to the use of 16.5 feet along the line bearing South 62°09'52" West as an ingress-egress easement.

ALSO, to include the 66 foot strip and the West 66 feet of the South 551.71 feet of the NE ¼ of the SW ¼, Section 11, T14N, R4W.

FAX ID: 14-011-30-001-14

A. General Requirements for Special Uses: The applicant shall follow these requirements and recommendations made by the Planning Commission after their review. The general requirements for all special uses are as follows:

1. The special use shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area.
2. The special use shall not change the essential character of the surrounding area.
3. The special use shall not interfere with the general enjoyment of adjacent property.
4. The special use shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes, or glare.
5. The special use shall be adequately served by essential public facilities and services; or it shall be demonstrated that the person responsible for the proposed special use shall be able to continually provide adequate services and facilities deemed essential to the special use under consideration. The said facilities or services shall be approved by the Central Michigan District Health Department.
6. When deemed necessary by the Township Board or Planning Commission, the use shall be adequately screened by distance and landscaping to protect the rights of all adjoining property.
7. The Township Board or Planning Commission, in connection with approval of any application, may require reasonable undertaking by the applicant to guarantee and assure by agreement, including a performance bond to be posted by the applicant or by some other reasonable surety arrangement at appropriate stages of the planned development, that the development will be executed in accordance with the approved plan.
8. That such use will be an asset to the Township.
9. Requirements and conditions of each individual special use permitted shall be complied with, unless otherwise mentioned within this Section.
10. Any special use permit may be revoked by the Union Township Board upon recommendation of the Union Township Planning Commission whenever the operation fails to comply with any of the required conditions or may be subject to the penalties of this Ordinance.
 - a) Approval of a special use permit shall be valid regardless of change of ownership, provided that all terms and conditions of the permit are met by any subsequent owner.
 - b) In instances where development authorized by a special use permit has not commenced within one (1) year from the date of issuance, the permit maybe reconsidered and/or voided at a regularly called meeting of the Planning Commission.

30.4 SPECIAL USES PERMITTED (X, NEW, 1993-6 ORDINANCE; Y, NEW, 1995-6 ORDINANCE)

The following special uses may be permitted within the specified Districts:

A. Adult Entertainment Activities: (Deleted as Special Use Permit, Ord 2005-03)

B. Airports, Public or Private, Provided:

Union Township
Zoning Ordinance

30-3

Special Use
Permits

8. All truck operations shall be directed away from residential streets, whenever practical.

9. All permit applications for excavations must be co-signed by landowner and operator.

T. Second Living Quarters on a Farm: The use of a second single-family dwelling unit or one (1) two-family dwelling unit as a second living quarters on a farm may be permitted for a member, or members, of the owner's family or for an unrelated family having permanent employment on the farm, provided:

1. Allowed as a special use provided they are located in AG Districts.

2. Lot area requirements of AG District are met.

3. No dwelling permitted under this section may be located in a front yard space of the principal dwelling or closer to the front lot line than fifty (50) feet.

4. A dwelling shall be no closer than thirty (30) feet to the rear or side wall of the principal dwelling on the premises or closer than thirty (30) feet to any barn, accessory farm structure, or to any lot line of adjoining property.

5. Approval from the Central Michigan District Health Department must be obtained for water well and sewage disposal facilities.

U. Self-Storage Buildings (Amended Ord 2000-10) : Facilities used to provide temporary storage needs for business, apartment dwellers, and other individuals on a self-service basis subject to the following:

1. Allowed as a special use provided they are located in B-4 or B-5 Districts.

2. Provided they shall be architecturally designed so as not to have a flat roof, and shall instead have a mansard, gable, hip or gambrel roof design.

3. Provided they meet all required conditions of the B-4 or B-5 zone.

4. All entrances and exits shall be designed in accordance with the Isabella County Road Commission requirements. It is further required that all sites shall provide points of ingress and egress that are located upon a public road. Local traffic movement shall be accommodated within the site so the entering and exiting vehicles will make normal and uncomplicated movements into or out of the public road.

5. Greenbelt planting and screening will be required so as to obscure view from any adjacent residential District. Screening will also be required where property is within two hundred fifty (250) feet of any residentially zoned property. Screening shall consist of non-deciduous trees, not less than three (3) feet in height, planted and maintained in live condition not less than fifteen (15) feet on centers.

6. Maximum length of any self-storage building shall be two hundred fifty (250) feet.

7. No storage of combustible or flammable liquids, combustible fibers, or explosive materials, as defined in the fire prevention code, or toxic materials shall be permitted within the self-storage building or upon the premises.

8. No storage outside of the self-storage buildings shall be permitted.

The use of the premises shall be limited to storage only and shall not be used for operating any other business, for maintaining or repairing of any vehicles, recreational equipment or other items, for any recreational activity, hobby, or purpose other than the storage of personal items and business items as herein be fore set forth.

10. All entries, drives and parking areas shall be hard surfaced and shall provide drainage and grading to move storm water away from the storage units.

V. State-Licensed Residential Facilities:

1. State-licensed residential facilities are only located within Ag Districts.
2. State-licensed residential facilities as defined and properly licensed by Act 218 of the Public Acts of 1979 and Act 116 of the Public Acts of 1973, as amended, which provide resident services for seven (7) or more persons under twenty-four (24) hour supervision, shall only be permitted in AG Districts. Notifications of such proposed special use shall be mailed to all residents within a one thousand five hundred (1,500) foot radius to the property lines of the proposed site as directed by MCLA 125.216(a); MSA 5.2961 (16A).

W. Veterinarian Services:

1. Veterinarian services shall be permitted only in the AG District.
2. All buildings shall be set back a minimum of fifty (50) feet from all lot lines.
3. If animals are housed outdoors, the animals shall be housed at least one hundred (100) feet from all lot lines and at least five hundred (500) feet from any R-1, R-2A, R-2B, R-3, R-4, or R-5 District.

X. Mobile and Modular Home Sales, Provided

1. They shall be located in a B-6 or B-7 district as a Special Use only (Amended Ord. 1998-21).
2. Entrances and exits as specified in Section 30.4.B.2.
3. Driveways and Parking areas as specified in Section 30.4.B.2.
4. They shall meet the standards in Section 24.4.
5. Maximum lot coverage (By All Buildings including display models) shall not exceed 30% of Gross Lot Area unless the conditions and requirements of Section 24.4.E. are complied with.
6. The premises shall not be used for repairing or restoration of any mobile or modular homes, or other items unless such repair or restoration shall be conducted in a fully enclosed building.
7. Service vehicles shall be parked on a paved surface and completely screened from view of adjacent properties.
8. Lighting of outdoor display areas shall be shielded so as to deflect light away from adjacent properties. Such lighting shall also be deflected away from any adjacent properties. Such lighting shall also be deflected away from any adjacent street so as not to interfere with traffic.
9. The distance between display models shall not be less than ten (10) feet.
10. Display units shall be skirted immediately upon placement on the sales lot.

Y. Multiple-Family Dwellings of Five or More Units, Provided: (New, Ord 1995-6)

1. The building(s) are located in a R-3 District.

Union Township
Zoning Ordinance

30-15

Special Use
Permits

AFFIDAVIT OF PUBLICATION
2125 Butterfield Dr, Suite 102N • Troy MI 48084

CHARTER TOWNSHIP OF UNION
2010 S Lincoln

Mount Pleasant, MI 48858
Attention: JENNIFER LOVEBERRY

STATE OF MICHIGAN,
COUNTY OF ISABELLA

The undersigned Cyndy Slater Cyndy Slater, being duly sworn the he/she is the principal clerk of Morning Sun, morningstarpublishing.com, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

UNION TOWNSHIP PUBLIC HEARING NOTICE - Special Use Permit

NOTICE is hereby given that a Public Hearing will be held on Tuesday, August 20, 2019, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for hearing any interested persons in the following request for a Special Use Permit as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by A & K Real Estate holdings LLC (as authorized by Acoustical Land LLC) A special use for Self-Storage Buildings in a B-4 District.

Legal Description of properties: T14N,R4W,SEC 11: COM N 87D 10M 57S W, 1320.20 FT ALG E-W 1/4 LN; TH S 0D 42M W, 510.06 FT ALG W N-S 1/8 LN FROM INT 1/4 COR SEC 11; THS 87D 10M 57S E, 405.06 FT TO C/L PARK PLACE; TH S 0D 42M W, 180.74 FT ALG C/L; TH ALG A CRV TO LT, RAD 100 FT, CEN ANG 30D 52M 44S, CHD BRG & DST S 14D 44M 22S E, 53.24 FT; TH S 62D 9M 52S W, 60.38 FT; TH N 87D 55M W, 300 FT; TH S 0D 42M W, 551.71 FT TO S E-W 1/8 LN; TH N 87D 54M W, 66.02 FT TO SW COR OF NE 1/4 OF SW 1/4; TH N 0D 42M E, 818.76 FT ALG W N-S 1/8 LN TO POB 3.3 AC M/L 8/8/01 SPLIT 14-011-30-001-11 NOW 001-13 AND 001-14 RESIDUAL COMBINED W/ 14-011-30-001-09 4/6/01 SPLIT 14-011-30-001-10 NOW 001-11 AND 001-12

These properties located at: S. Park Place, MOUNT PLEASANT, MI 48858
PID 14-011-30-001-14

All interested persons may submit their views in person, in writing, or by signed proxy prior to the public hearing or at the public hearing.

All materials concerning this request may be seen at the Union Township Hall, located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Phone (989) 772 4600 extension 241.

Peter Gallinat,
Township Planner
Published August 5, 2019

CHARTER TOWNSHIP OF UNION

Published in the following edition(s):

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TINA M CROWN
Notary Public - Michigan
Lapeer County
My Commission Expires Mar 30, 2021
Acting in the County of Oakland

Sworn to the subscribed before me this 5th August 2019
Tina M Crown

Notary Public, State of Michigan
Acting in Oakland County

Advertisement Information

Client Id: 531226 **Ad Id:** 1850720 **PO:** **Sales Person:** 200309



TRIPLE THREAT INC
4265 CORPORATE DR
MT PLEASANT, MI 48858

KING COURT LLC
PO BOX 2806
GRAND RAPIDS, MI 49501-2806

ST ANDRE REVOCABLE TRUST
1606 E GAYLORD ST
MT PLEASANT, MI 48858

ACOUSTICAL LAND LLC
3725 E WASHINGTON
SAGINAW, MI 48601

CITY OF MT PLEASANT
320 W BROADWAY ST
MT PLEASANT, MI 48858

MT PLEASANT STORAGE CENTRAL LLC
1414 W HIGH ST
MOUNT PLEASANT, MI 48858

PETRO-VEST OPERATING LLC
PO BOX 653
MOUNT PLEASANT, MI 48804-0653

MALLEY BRADLEY & DENISE
1531 N LINCOLN RD
MOUNT PLEASANT, MI 48858

ACOUSTICAL LAND LLC
3725 E WASHINGTON RD
SAGINAW, MI 48601

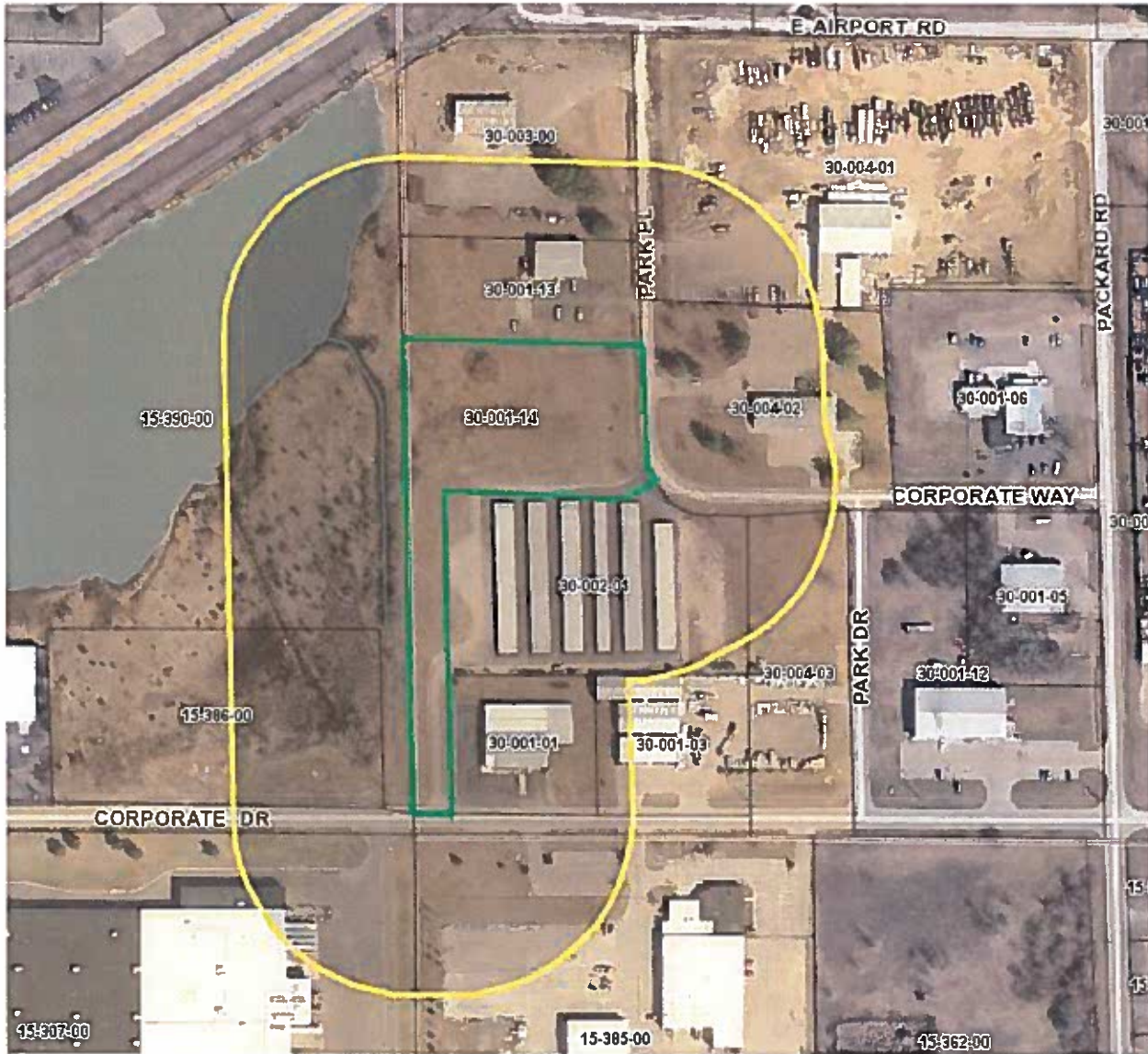
KING COURT LLC
PO BOX 2806
GRAND RAPIDS, MI 49501-2806

MEIJER INC
2929 WALKER AVE NW
GRAND RAPIDS, MI 49544

MICHIGAN STATE OF (MDOT)
P O BOX 30050
LANSING, MI 48909

MCGUIRK PATRICK JR & NANCY
3695 S LINCOLN RD
MT PLEASANT, MI 48858

MT PLEASANT CITY OF
320 W BROADWAY
MT PLEASANT, MI 48858



The parcel highlighted in GREEN is the subject parcel seeking the Special Use Permit for Self-Storage Buildings. This would be an expansion of the existing Self-Storage Buildings shown. The YELLOW boarder represents a 300ft radius around the subject parcel. Property Owners within this radius are sent notice of the public hearing.

UNION TOWNSHIP PUBLIC HEARING NOTICE –Special Use Permit

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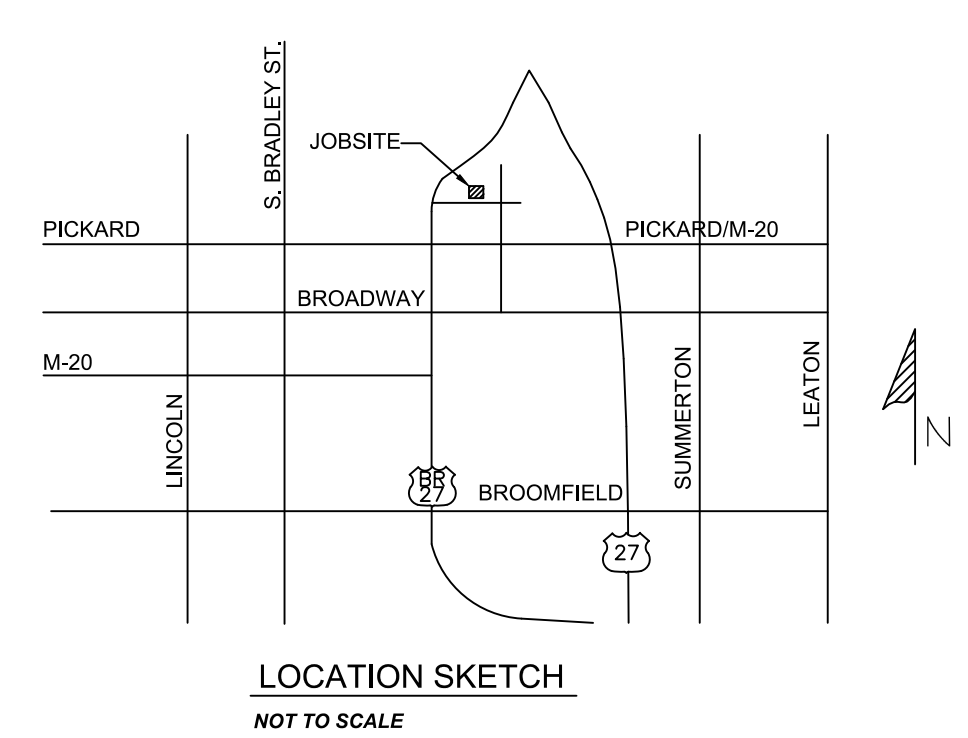
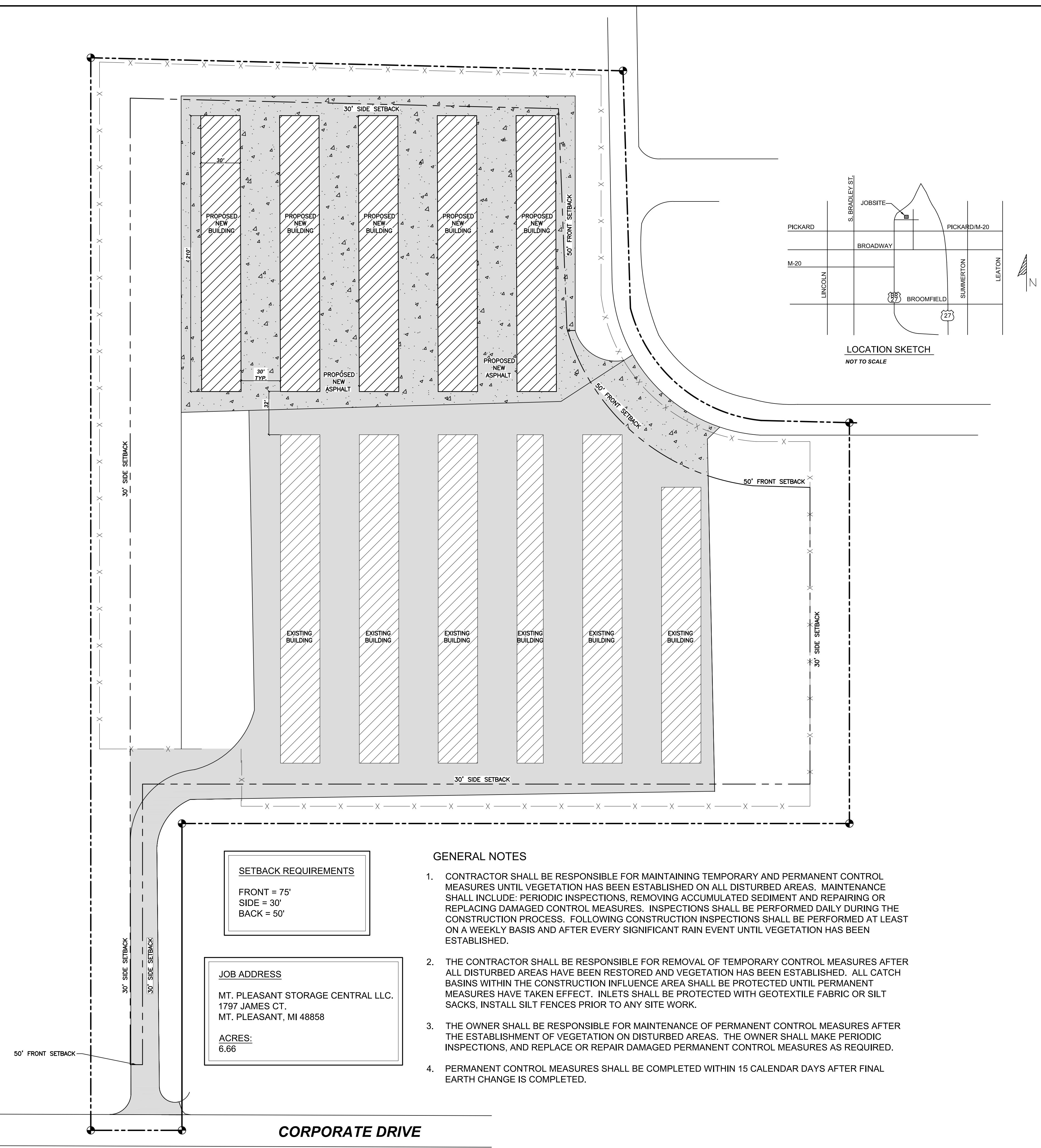
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Peter Gallinat,
Township Planner



SETBACK REQUIREMENTS
 FRONT = 75'
 SIDE = 30'
 BACK = 50'

JOB ADDRESS
 MT. PLEASANT STORAGE CENTRAL LLC.
 1797 JAMES CT.
 MT. PLEASANT, MI 48858
 ACRES:
 6.66

GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY AND PERMANENT CONTROL MEASURES UNTIL VEGETATION HAS BEEN ESTABLISHED ON ALL DISTURBED AREAS. MAINTENANCE SHALL INCLUDE: PERIODIC INSPECTIONS, REMOVING ACCUMULATED SEDIMENT AND REPAIRING OR REPLACING DAMAGED CONTROL MEASURES. INSPECTIONS SHALL BE PERFORMED DAILY DURING THE CONSTRUCTION PROCESS. FOLLOWING CONSTRUCTION INSPECTIONS SHALL BE PERFORMED AT LEAST ON A WEEKLY BASIS AND AFTER EVERY SIGNIFICANT RAIN EVENT UNTIL VEGETATION HAS BEEN ESTABLISHED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF TEMPORARY CONTROL MEASURES AFTER ALL DISTURBED AREAS HAVE BEEN RESTORED AND VEGETATION HAS BEEN ESTABLISHED. ALL CATCH BASINS WITHIN THE CONSTRUCTION INFLUENCE AREA SHALL BE PROTECTED UNTIL PERMANENT MEASURES HAVE TAKEN EFFECT. INLETS SHALL BE PROTECTED WITH GEOTEXTILE FABRIC OR SILT SACKS, INSTALL SILT FENCES PRIOR TO ANY SITE WORK.
3. THE OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF PERMANENT CONTROL MEASURES AFTER THE ESTABLISHMENT OF VEGETATION ON DISTURBED AREAS. THE OWNER SHALL MAKE PERIODIC INSPECTIONS, AND REPLACE OR REPAIR DAMAGED PERMANENT CONTROL MEASURES AS REQUIRED.
4. PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL EARTH CHANGE IS COMPLETED.

REVISIONS		
TAG:	DATE:	CHANGE:

JOB NUMBER:	SITE PLAN
DRAWING NAME:	
DRAWN BY: D.J.C	
REVIEWED BY:	
FIELD SUPERVISOR:	
DATE: 7-29-2019	

ENGINEER'S SEAL:

MT. PLEASANT STORAGE
 4263 CORPORATE DRIVE
 MT. PLEASANT, MI 48858

JBS Contracting Inc.
 1680 COVER PARKWAY
 MT. PLEASANT, MI 48858
 PH: (989) 772-9110
 FAX: (989) 772-9212

COMMERCIAL/INDUSTRIAL
CONSTRUCTION

SCALE:
 1" = 40'

C1
 MT. PLEASANT
 STORAGE