



BOARD OF TRUSTEES

Regular Meeting

October 9, 2019

7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
 - A. FY 2020 Budget Presentation
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
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – September 24, 2019 - special meeting
 - C. Minutes – September 25, 2019 - regular meeting
 - D. Minutes – September 30, 2019 – special joint meeting with City of Mt. Pleasant
 - E. Accounts Payable
 - F. Payroll
 - G. Meeting Pay
 - H. Fire Reports
 - I. (Smith) Approval of the bid from Plummer’s Environmental for the rehabilitation of (18) eighteen sanitary sere manhole structures located on Deerfield and River Roads.
 - J. (Smith) Approval of the bid from Malley Construction for the installation of (4) four fire hydrant assemblies
10. NEW BUSINESS
 - A. Discussion/Action (Gallinat): Approve Special Use Permit 2019-06 for a filling station located at S. Isabella Rd. PID 14-026-20-001-06 on the condition that a site plan is approved by the Township Planning Commission and all required licensing is obtained

- B. Discussion/Action (Board of Trustees) Board discussion on 2020 2% grant applications
- C. Discussion/Action (Stuhldreher): Policy Governance 2.10 - Communications and Support to the Board
- D. Discussion/Action (Stuhldreher): Board of Trustees annual review of Board Governance Policy No. 4.0 – Global Governance-Management Connection
- E. Discussion/Action (Stuhldreher): Board of Trustees annual review of Board Governance Policy No. 4.1 – Unity of Control

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- BOT Representative	vacant seat		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
Work Session Meeting

A work session meeting of the Charter Township of Union Board of Trustees was held on September 24, 2019 at 6:00 p.m. at Union Township Hall.

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

Roll Call

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

Approval of Agenda

Rice moved Woerle supported to approve the Agenda as presented. **Vote: Ayes: 5 Nays: 0.**
Motion carried.

Presentations

BOARD AGENDA

A. Water and Sewer Financing Educational Work Session by Dawn Lund
Presentation to the Board of Trustees.

*6:41 p.m. Trustee Hauck excused himself from the meeting.

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 7:50 p.m.
Closed 7:51 p.m.

CLOSED SESSION

ADJOURNMENT

Rice moved Woerle supported to adjourn the meeting at 7:51 p.m. **Vote: Ayes: 4 Nays: 0.**
Motion carried.

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

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 September 25, 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, and Trustee Woerle

Approval of Agenda

Hauck moved **Cody** supported to approve the Agenda as presented. **Vote: Ayes: 6 Nays: 0.**
Motion carried.

Presentations

Robert Bacon
Taylor Sheahan-Stahl
Brian Smith
Bryan Mielke
James Thering, Jr.

Public Hearings

Public Comment - open 7:43 p.m.

Steve Swaney, County Commissioner – In support of a Democratic candidate
Paul Bigard, 600 E. Broadway - In support of James Thering, Jr. to replace Trustee Mikus' vacant position
John Dinse, 1206 E. High – In support of Bryan Mielke to replace Trustee Mikus' vacant position
Jessica Lapp, 2113 McDonald – In support of Bryan Mielke to replace Trustee Mikus' vacant position
Michael Heitman, 2812 S. Lincoln – In support of Bryan Mielke to replace Trustee Mikus' vacant position
Correspondence received from email:
Brian Clark, 2218 S Wieferrich Meadows – In support of a Democratic candidate to replace Trustee Mikus' vacant position
Ruth Helwig, 2381 S. Lincoln Rd. – In support of a Democratic candidate to replace Trustee Mikus' vacant position
Doug LaBelle Jr., 955 Meadowbrook Dr. – In support of James Thering, Jr. to replace Trustee Mikus' vacant position

Reports/Board Comments

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

Hauck moved **Lannen** supported to appoint Supervisor Gunning to the Recreation Authority Study Committee. **Vote: Ayes: 6 Nays: 0. Motion carried.**

B. Planning Commission and ZBA updates by Township Planner reported by Clerk Cody

C. Board Member Reports

Cody – Joint Water Study Presentation with the City of Mt. Pleasant scheduled for 9/30/19 at City Hall, urged all Board Members to attend

Hauck -Road Commission Updates and mentioned he attended the Isabella County Council of Governments meeting

Lannen – Isabella County Commission updates, Isabella County Council of Governments updates, and Water Study Work Session update

Rice – Sidewalk and Pathway Prioritization Committee updates and commented on Water Study Work Session updates

Woerle – Attended the Water Study Work Session meeting and asked to list future projects for 2% grant submissions for discussion on the next Board of Trustees meeting

Consent Agenda

A. Communications

1. Approved 8/20/19 PC minutes

2. Approved 8/7/19 ZBA minutes

B. Minutes – September 11, 2019- regular meeting

C. Accounts Payable

D. Payroll

E. Meeting Pay

F. Fire Reports

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

BOARD AGENDA

A. Discussion/Action: (Board of Trustees) – Consider voting on candidate to fill unexpired Trustee vacancy with term ending 11/20/2020

Lannen moved **Hauck** supported to appoint a candidate to the vacant Trustee seat at tonight's meeting for the unexpired Trustee vacancy with term ending 11/20/2020. **Vote: Ayes: 6 Nays: 0. Motion Carried.**

Hauck moved **Cody** supported to nominate James Thering, Jr. to the vacant Trustee position to fill the unexpired Trustee vacancy with term ending 11/20/2020. **Roll Call Vote: Ayes: Clerk Cody, Trustee Hauck and Supervisor Gunning. No: Treasure Rice, Trustee Lannen and Trustee Woerle. Motion Failed.**

Cody moved **Hauck** supported to nominate Bryan Mielke to the vacant Trustee position to fill the unexpired Trustee vacancy with term ending 11/20/2020. **Roll Call Vote: Ayes: Supervisor Gunning, Clerk Cody, Treasure Rice, Trustee Hauck Trustee Lannen and Trustee Woerle No: 0. Motion Carried.**

EXTENDED PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 8:43 p.m.

Brian Smith, 2284 Sandstone – Thanked the Board for their decision and congratulated Trustee Mielke.

Matt Mertz, 1540 Bamber – Commented on process of appointing unexpired Trustee vacancy

Phillip Hertzler, 2113 McDonald Dr.- Commented on Lincoln / Bluegrass intersection safety

MANAGER COMMENTS

FINAL BOARD MEMBER COMMENTS

Hauck – Commented on Bluegrass Rd. sidewalk completion status.

Lannen -Thanked the Board for going through the process to fill the vacant Trustee position.

Cody – Reminder of Joint water study presentation on 9/30/19 at City Hall at 6 p.m.

Woerle – Commented on process of filling the open Trustee seat.

CLOSED SESSION

ADJOURNMENT

Cody moved Rice supported to adjourn the meeting at 8:52 p.m. **Vote: Ayes: 6 Nays: 0.**
Motion carried.

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

2019 CHARTER TOWNSHIP OF UNION
Board of Trustees
Special Joint Meeting

A special joint meeting of the Charter Township of Union Board of Trustees and City of Mt. Pleasant was held on September 30, 2019 at 6:00 p.m. at Mt. Pleasant City Hall.

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

Roll Call

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

Also present were City Commissioners: Mayor Joseph, Vice Mayor Gillis, Commissioner Tolas, and Commissioner Perschbacher

Presentations

A. Joint Water Study Union Township & City of Mt. Pleasant Presentation by Dave Baar and Brian Phillips from Fitch

Presentation from Fishbeck, Thompson, Carr, & Huber, Inc. on Joint Water Study followed by questions/answers of elected officials.

PUBLIC COMMENT: RESTRICTED TO 5 MINUTES REGARDING ANY ISSUE

Open 7:20 p.m.

No comments were offered.

Closed 7:20 p.m.

ADJOURNMENT

Gillis moved Cody supported to adjourn the meeting at 7:20 p.m. Vote: Ayes: 11 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						
09/27/2019	101	288 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2270 NORTHWAY	1.62
					2055 ENTERPRISE	234.81
					5525 E REMUS	25.30
					5537 E BROADWAY	102.07
					1933 S ISABELLA	405.27
					5144 BUDD	2.56
					5142 BUDD	152.28
					1660 BELMONT	40.86
					5076 S MISSION	770.77
					4795 S MISSION	2,610.83
					4797 S MISSION BARN	220.16
					4822 ENCORE	91.86
					4244 E BLUEGRASS	23.14
					900 MULBERRY	19.48
					5240 E BROOMFIELD	821.92
					5369 S CRAWFORD	19.21
					3248 S CONCOURSE	84.15
					2424 W MAY	353.86
					2495 E DEERFIELD	72.52
					2188 E PICKARD	40.72
					1776 E PICKARD	59.80
					1876 E PICKARD	13.12
					800 CRAIG HILL	19.59
					4520 E RIVER	167.42
					1633 S LINCOLN	126.56
					5319 E AIRPORT	11.23
					1046 S MISSION	62.50
					1605 SCULLY	7.71
					2279 S MERIDIAN PUMP HOUSE	20.61
					2279 S MERIDIAN	1,945.16
					4511 E RIVER	10,184.23
					3998 E DEERFIELD	15.24
					2010 S LINCOLN	628.87
						<u>19,355.43</u>
09/27/2019	101	289 (E)	00146	VOID		
				VOID Reason: Created From Check Run Process		
09/27/2019	101	290 (E)	00146	VOID		
				VOID Reason: Created From Check Run Process		
10/09/2019	101	21360	00020	JAMES ALWOOD	WELL SITE LEASE - SEPT 2019	535.24
10/09/2019	101	21361	00066	BILL'S CUSTOM FAB, INC.	SAMPLING EQUIPMENT MAINT PARTS	488.00
10/09/2019	101	21362	01240	BRAUN KENDRICK FINKBEINER PLC	GEN LEGAL FEES - AUG 2019	2,761.60
10/09/2019	101	21363	00095	C & C ENTERPRISES, INC.	JANITORIAL SUPPLIES	137.50
10/09/2019	101	21364	01253	CAPITAL EQUIPMENT CLARE LLC	SHOE PLOW	173.82
10/09/2019	101	21365	00099	CENTRAL CONCRETE PRODUCTS CO. INC	5.5 SACK LS /SPLIT LOAD CHARGE/REINFORCI	579.00
10/09/2019	101	21366	00116	CENTRAL PLUMBING	MCDONALD PARK BATHROOMS	363.44
10/09/2019	101	21367	00722	CHARTER TOWNSHIP OF UNION	Q3 UTILITY BILLING - PARKS	2,147.06
					Q3 UTILITY BILLING - WWTP	2,914.30
						<u>5,061.36</u>
10/09/2019	101	21368	00129	CMS INTERNET, LLC	REPLACED CAMERA ON HEADWORKS BUILDING	169.00
10/09/2019	101	21369	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES	561.41
10/09/2019	101	21370	01242	CULLIGAN WATER	WATER COOLER - MCDONALD OCT 2019	16.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/09/2019	101	21371	01171	DBI BUSINESS INTERIORS	NOTEPAD/MAILING LABELS - TOWNSHIP SUPPLI TONER/FOLDERS/PADS/PAPER/TAPE/CLIPS - PU	20.70 324.46
						<u>345.16</u>
10/09/2019	101	21372	00176	PATRICIA DEPRIEST	FLEX MEDICAL REIMBURSEMENT 10-3-19	342.20
10/09/2019	101	21373	00188	DOUG'S SMALL ENGINE	BLADES/BELT - PARKS MOWER	144.10
10/09/2019	101	21374	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE	3,786.50
10/09/2019	101	21375	00209	ETNA SUPPLY COMPANY	LIFTSTATION 10 PUMP DISCHARGE REPAIR SENSUS TOUCHPAD BLACK F/IPERL MTR 3/4"/MTR 1"	23.00 200.00 2,340.00
						<u>2,563.00</u>
10/09/2019	101	21376	00213	FASTENAL COMPANY	DRILL BITS FOR MANHOLE COVERS	125.29
10/09/2019	101	21377	01593	FISHBECK, THOMPSON, CARR & HUBER	WATER SYSTEMS STUDY SERVICES THROUGH 4/1	1,993.00
10/09/2019	101	21378	01559	GALLINAT, PETER	BSA TRAINING MILEAGE REIMBURSEMENT	81.20
10/09/2019	101	21379	01492	GFOA	GFOA ANNUAL MEMBERSHIP 19-20	190.00
10/09/2019	101	21380	00249	GILL-ROY'S HARDWARE	LIFTSTATION 7 BREAKER FOR GENERATOR LIGHTING BALLAST - TWP HALL ANTI-FREEZE	13.99 24.99 34.98
						<u>73.96</u>
10/09/2019	101	21381	00261	GRAINGER	STRUT PIPE CLAMP	106.67
10/09/2019	101	21382	00262	GRAND TRAVERSE RUBBER SUPPLY	WASH DOWN GUN REPAIR	12.72
10/09/2019	101	21383	01647	H2O TOWERS LLC	BROADWAY & ISABELLA WATER TANK CLEANING	7,100.00
10/09/2019	101	21384	01447	INTERSTATE BILLING SERVICE, INC	HOTSY 965 MOTOR REPAIR	447.34
10/09/2019	101	21385	01094	ISABELLA COUNTY RECYCLING CENTER	OIL RECYCLING	5.75
10/09/2019	101	21386	00185	JACK DOHENY SUPPLIES, INC.	PISTON PUMP REPAIR ON SEWER JETTER	4,325.26
10/09/2019	101	21387	00351	JONES & HENRY LABORATORIES, INC.	MERCURY SAMPLE TESTING	210.00
10/09/2019	101	21388	00360	KIMBALL MIDWEST	CLEANER & GLOVES	111.30
10/09/2019	101	21389	00420	MICHIGAN MUNICIPAL LEAGUE	MEMBER DUES 7/1/19 TO 6/30/20	200.00
10/09/2019	101	21390	00142	MICHIGAN OFFICE SOLUTIONS	COLOR COPY OVERAGE CHARGE 6/15 TO 9/17	415.03
10/09/2019	101	21391	00422	MICHIGAN PIPE & VALVE	PVC BOLTS/STAR GRIP	190.00
10/09/2019	101	21392	00462	MT. PLEASANT FENCE, SASH & DOOR	OSCO SLIDING GATE	4,945.82
10/09/2019	101	21393	00128	CITY OF MT. PLEASANT	4TH QUARTER 2019 FIRE CONTRACT PAYMENT	182,850.00
10/09/2019	101	21394	01543	AMY PEAK	FLEX MEDICAL REIMBURSEMENT 10-3-19	450.20
10/09/2019	101	21395	00518	PEERLESS-MIDWEST, INC.	MOBILIZATION/12" WELL	43,849.00
10/09/2019	101	21396	00131	PERCEPTIVE CONTROLS, INC	REMOTE SUPPORT - OPTO BLOWERS	252.00
10/09/2019	101	21397	00544	PUMMILL PROMARK	CHECK STOCK - POOLED CHECKING	149.10
10/09/2019	101	21398	01440	RESERVE ACCOUNT	RELOAD POSTAGE METER RESERVE ACCOUNT	4,000.00
10/09/2019	101	21399	00601	KIMBERLY SMITH	MILEAGE REIMBURSEMENT	169.65
10/09/2019	101	21400	00668	UNITED PARCEL SERVICE	LAB SAMPLE SHIPPING	9.68
10/09/2019	101	21401	01032	UNITED STATES POSTAL SERVICE	REPLENISH PERMIT #11 - WATER/SEWER BILLI	1,200.00
10/09/2019	101	21402	01013	USA BLUE BOOK	IRON FERROVER BIOXIDE/ODOR CONTROL LAB SUPPLIES - WWTP ANEROID BELLOW/NEMA 4X PANEL/DESICCANT V 316 STAINLESS STEEL NIPPLE	255.85 248.32 261.47 577.74 2.75
						<u>1,346.13</u>
10/09/2019	101	21403	01314	VERIZON WIRELESS	CELL PHONES 8-16-19 TO 9-15-19	416.96
10/09/2019	101	21404	01257	JOSH WALDRON	MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	23.20 11.60
						<u>34.80</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/09/2019	101	21405	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE - WATERPLANT OCT 2019	81.81
					DUMPSTER SERVICE - WWTP OCT 2019	904.86
					DUMPSTER SERVICE - MCDONALD OCT 2019	202.37
					DUMPSTER SERVICE - TWP HALL OCT 2019	68.82
					DUMPSTER SERVICE - SHOP OCT 2019	53.28
					DUMPSTER SERVICE - JAMESON SEPT 2019	134.76
						<u>1,445.90</u>
10/09/2019	101	21406	01236	WEB ASCENDER	WEBSITE Q4 HOSTING 2019	90.00
10/09/2019	101	21407	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT - SEPT 2019	1,500.76
						<u><u>1,500.76</u></u>
101 TOTALS:						
Total of 51 Checks:						295,680.28
Less 2 Void Checks:						0.00
Total of 49 Disbursements:						<u><u>295,680.28</u></u>

Charter Township of Union Payroll
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CHECK DATE: October 3, 2019

PPE: September 28, 2019

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	29,034.23
EDDA		
WDDA		
Sewer Fund		30,187.54
Water Fund		22,183.64
Total To Transfer from Pooled Savings	\$	81,405.41

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$	55,773.65
Employer Share Med		771.43
Employer Share SS		3,298.46
SUI		-
Pension-Employer Portion		3,509.30
Workers' Comp		785.92
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	\$	81,405.41

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

2019

BOARD MEMBER: Tim Lanner

MONTH: September

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
9.3.19	County Board of Commissioners	✓		\$ 50
9.17.19	Isabella County BO	✓		\$ 50
9.18.19	Council of Governments		✓	\$ 75

SIGNATURE: Tim Lanner **Date:** 9.20.19

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 Sept 16, 2019 through Sept 22, 2019**

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	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 or heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire			
	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			
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew			1
	321	EMS Call excluding Veh. Accident	2	4	2
	322	Motor Vehicle Acc. W/ Injuries	1	17	
	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			
	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
Service Call					
	500	Service Call - Other			
	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			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			1
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			1
	651	Smoke Scare, Odor of Smoke			1
	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			2
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction	6	12	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	1	2	
	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	10		11
		YTD Response for Union Twp/City	241		370

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

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period Sept 23, 2019 through Sept 29, 2019

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	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			
	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			
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew			2
	321	EMS Call excluding Veh. Accident			3
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries	1	13	
	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			
	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			
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	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			1
	542	Animal Rescue			
	552	Police Matter			
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	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route	1	2	1
	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			
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	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction	1	2	1
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			1
	736	CO detector activation due to malfunction			

	740	Unintentional transmission of alarm, other	1	2	
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional	2	4	2
	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			
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- Emergency - MPFD
- Emergency - MPFD Secondary to MMR
- Non - Emergency

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager **DATE:** October 1, 2019

FROM: Kim Smith – Public Service Director **DATE FOR BOARD CONSIDERATION:** October 9, 2019

ACTION REQUESTED: Approval of the bid from Plummer’s Environmental in the amount of \$64,340.00, for the rehabilitation of (18) eighteen sanitary sewer manhole structures located on Deerfield and River Roads.

Current Action Emergency

Funds Budgeted: If Yes Account # 590-536-930.000 No N/A

Finance Approval MDS

BACKGROUND INFORMATION

As part of the Township’s ongoing Sanitary Sewer Asset Management Program (18) eighteen sanitary sewer manhole structures were identified as the next critical manholes requiring rehabilitation. This rehabilitation includes leak stop, and/or cured in place lining of the manhole structures. Bids were received and publicly opened on September 18, 2019 at 10:30 a.m. The one responsive bidder for this project is as follows.

Bidder	Amount
Plummer’s Environmental	\$64,340.00

SCOPE OF SERVICES

- Deerfield Road – leak stop only – (11) manhole structures
- Deerfield Road – leak stop & cured in place liners (CIP) - (6) manhole structures
- River Road – leak stop & cured in place liner (CIP) – (1) manhole structure

JUSTIFICATION

I recommend that Plummer’s Environmental be awarded the sanitary sewer manhole structure rehabilitation repairs in the amount of \$64,340.00. This recommendation is based on the history of successful repair and maintenance work performed by Plummer’s Environmental for Union Township as well as their responsiveness to the Request for Proposal (RFP).

PROJECT IMPROVEMENTS

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

1. Community well-being and common good
2. Safety
3. Health

COSTS

\$64,340.00

This project is included in the FY2019 Sanitary Sewer Budget account number 590-536-930.000

PROJECT TIME TABLE

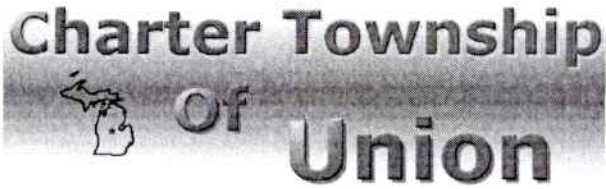
45 days after receipt of Notice to Proceed

RESOLUTION

Approval of the bid from Plummer’s Environmental in the amount of \$64,340.00 for the rehabilitation of (18) eighteen sanitary sewer manhole structures located on Deerfield and River Roads.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



2010 South Lincoln Road
 Mt. Pleasant, MI 48858
 989-772-4600 ext. 224 (phone)
 989-773-1988 (fax)
 ksmith@uniontownshipmi.com

Bid Tabulation Sheet

Project: 2019 – Sanitary Sewer Manhole Rehabilitation **Due Date:** September 18 , 2019 10:30 a.m. **Location:** 5228 S. Isabella Road

Bidder	Bid Bond	Amount
Plummers Environmental	<input checked="" type="checkbox"/>	64,340.00

Kimberly Smith 9-18-2019

John Beben 9-18-2019

Charter Township Of Union RFP

Charter Township of Union 2019 Sanitary Sewer Manhole Rehabilitation Request for Proposal (RFP)

Sealed Bids for the rehabilitation of eighteen (18) sanitary sewer manholes will be received by the **Charter Township of Union**, at the Water Treatment facility located at **5228 South Isabella Road, Mt. Pleasant, MI 48858**, until **10:30 AM** local time on **September 18, 2019**, at which time the Bids received will be publicly opened and read.

Mail or Deliver Sealed Proposals to:

2019 – Rehabilitation of Sanitary Manhole Structures
Department of Public Services
Attention: Kim Smith, Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

General Scope:

The Charter Township of Union is soliciting requests from qualified contractors to complete the following work:

The project will include all work, materials and equipment required for the cured in place (CIP) structural rehabilitation of eighteen (18) sanitary sewer manhole structures located in The Charter Township of Union Township. The eighteen (18) manholes are located on Deerfield Road and the intersection of River Road and Industrial Drive. The purpose is to clean, vacuum, and inspect sanitary sewer manholes as well as eliminate infiltration, repair voids, restore structural integrity and provide corrosion protection by the application of a specified resin cure in place liner to the wall and bench surfaces of brick/concrete structures or structures produced with any other masonry construction material. These structures include, but are not limited to manholes.

The information contained below are the specific qualifications each contractor must meet in order to provide an accurate proposal. Attachments include Sanitary Sewer Structure Rehabilitation 2019 Manhole Map, Bid Sheet, and Technical Specifications.

Requirements - General:

- Work must comply with all applicable federal, state and local laws and regulations
- All equipment and materials shall be compliant with manufacturers recommendations and the Township Standard Specifications and Details
- Contractor shall be responsible for obtaining all local regulatory permits (including fees) which may include MDOT, and Isabella County Road Commission.
- Date of completion to be within 45 consecutive calendar days of receipt of Notice to Proceed or as coordinated with Township Staff.
- Provide in addition to all other manufacturer warranties, a (1) year full labor and material warranty on all workmanship, material and equipment furnished for this project.

- Prospective bidders are recommended to conduct a site visit prior to bidding although not required. All site inspections must be scheduled with the Township at least seven (7) days prior to the bid due date.

Terms of Agreement:

General:

- To hold bid open for 60 consecutive calendar days from the bid due date
- To enter into and execute a contract with Charter Township of Union
- References:
 - Provide minimum of three (3) references of similar municipality projects located within the Michigan and have been completed within the last five (5) years.

Insurance:

- Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract. Township and DPW shall be listed as additional insureds on policy. A copy will be provided to the Township prior to commencing work.

Bonds:

- The Contractor shall include in the proposal price the cost to provide the following:
 - Letter of Surety and licensed to do business in the State of Michigan.

Shop Drawing Submittals:

- Provide one hard and one pdf copy of material specification sheets, and warranty information to Township. Do not proceed until written approval is received

Services / materials to be provided:

Contractor shall provide all equipment, and materials necessary to complete the work described herein. The scope of work shall include but shall not be limited to the following.

- Manhole Rehabilitation of 18 sanitary sewer structures
 - Refer to the attached Drawing and Technical Specifications for additional information.
- General
 - Mobilization, site restoration and cleanup
 - Coordination of delivery and unloading of equipment and materials
 - Contractor shall conduct all work so as to not interfere with the existing system operations.
 - Field investigation to confirm material type prior to performing work.
 - Coordination with Township Staff and DPW

Additional Services / Materials to Be Included:

- Contractor shall be responsible to coordinate and provide construction schedule and minimum 48-hour notice before commencing work.
- Coordination with property owners



Contractors Proposal Form

Bidders are instructed to submit bids for this project on a per item basis.

All bid items are tax inclusive. All work shall be in compliance with DPW Specifications, details, drawings, and terms identified in the RFP and applicable laws.

The following bid tabulation sheet is are per item and the Township reserves the right to accept and/or reject any or all portions of the proposal.

**2019 SANITARY SEWER MANHOLE REHABILITATION –
BID SHEET**

Proposal of Plummer's Environmental Services

(Hereinafter called "Bidder"), organized and existing under the Laws of the State of Michigan, doing business as Corporation,*
to Charter Township of Union, Isabella County MI.

In compliance with your Request for Bids, Bidder hereby proposes to perform Work for the rehabilitation of Eighteen (18) Sanitary Sewer Manholes in strict accordance with the Contract Documents within the time set forth therein and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the Project within 45 consecutive calendar days thereafter, and fully complete Project (including restoration, punch list items, and close-out documents) within 30 days of Substantial Completion. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

Bidder hereby agrees to also pay for the actual costs to the Owner for Resident Project Representative and Project management services and all additional inspection costs beyond the Contract completion date established by the "Notice to Proceed".

Bidder agrees to perform all Work in the Contract Documents for the following prices:

Manhole Number	Rehabilitation Description	Unit	Item Cost
MH#04-DEER	Leak Stop Only	1	\$1,560.00
MH#06-DEER	Leak Stop Only	1	\$1,560.00
MH#08-DEER	Leak Stop Only	1	\$1,560.00
MH#13-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#151-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#151A-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#151B-DEER	Leak Stop Only	1	\$1,560.00
MH#151C-DEER	Leak Stop Only	1	\$1,560.00
MH#151D-DEER	Leak Stop Only	1	\$1,560.00
MH#151E-DEER	Leak Stop Only	1	\$1,560.00
MH#152-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#153-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#156-DEER	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
MH#158-DEER	Leak Stop Only	1	\$1,560.00
MH#159-DEER	Leak Stop Only	1	\$1,560.00

Manhole Number	Rehabilitation Description	Unit	Item Cost
MH#159A-DEER	Leak Stop Only	1	\$1,560.00
MH#160-DEER	Leak Stop Only	1	\$1,560.00
MH#- 13A River	Leak Stop and Cured in Place Liner (CIP)	1	\$6,740.00
	Total	18	\$64,340.00

Sixty-Four Thousand, Three Hundred Forty Dollars

and Zero Cents

Amount of Bid in Words

Respectfully submitted,



Signature

Plummer's Environmental Services

Name of Contractor

10075 Sedroc Industrial, Byron Center, MI 49315

Address

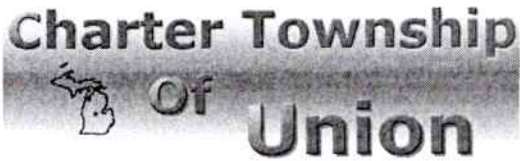
Seal if Bid is by a Corporation

ATTEST:



Project Manager

Title



Department of Public Services
5228 South Isabella Road
Mt. Pleasant, MI 48858

Phone (989) 772 4600 ext. 224
Fax (989) 773 1988
E Mail ksmith@uniontownshipmi.com

2019 - REHABILITATION OF SANITARY SEWER MANHOLE STRUCTURES SPECIFICATION

SECTION 1: GENERAL

1.01 DESCRIPTION

This specification includes all work, materials and equipment required for the structural rehabilitation of eighteen (18) sanitary sewer manhole structures located in The Charter Township of Union Township. The eighteen (18) manholes are located on Deerfield Road and the intersection of River Road and Industrial Drive. The purpose is to clean, vacuum, and inspect sanitary sewer manholes as well as eliminate infiltration, repair voids, restore structural integrity and provide corrosion protection by the application of a specified cure in place liner to the wall and bench surfaces of brick/concrete structures or structures produced with any other masonry construction material. These structures include, but are not limited to manholes.

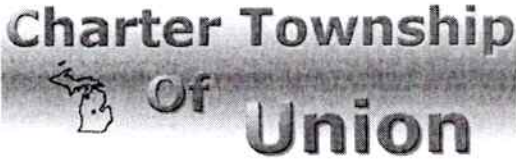
1.02 QUALITY ASSURANCE

- A. Furnish materials of quality required by the American Society for Testing and Materials (ASTM) standards or other approved standards and specifications.
- B. Provide guarantee against defective materials and workmanship in accordance with the requirements of these specifications.
- C. The contractor installing the finished protective liner will be a certified trained applicator of the specified processes. Contractor must include with bid documents at least three verifiable references of projects completed within the last five years using the specified materials.
- D. Provide verifiable independent third-party creep test results documenting no less than 70% retention of flexural modulus of elasticity after 50 years of service. The third-party testing firm may not be affiliated with the manufacturer in any way.

1.03 REFERENCES

American Society for Testing and Materials (ASTM) Annual Book of Standards:

- A. ASTM D638-91: Test Method for Tensile Properties of Plastics.
- B. ASTM D790-91: Test Methods for Flexural Properties of Unreinforced and reinforced Plastics and Electrical Insulating Materials.
- C. ASTM D638 - Tensile Properties of Plastics.
- D. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
- E. ASTM D695 - Compressive Properties of Rigid Plastics.
- F. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
- G. ASTM D2584 - Volatile Matter Content.
- H. ASTM D543 - Resistance of Plastics to Chemical Reagents.



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- I. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
- J. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
- K. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
- L. SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete
- M. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
- N. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
- O. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1.04 PROJECT/SITE CONDITIONS

Coordinate with the Utility Foreman, MDOT, and the Isabella County Road Commission for traffic control and all required permitting during rehabilitation work at each designated location. All permitting is the responsibility of the contractor and a copy of all required permits must be provided to the Charter Township of Union prior to work commencing.

1.05 SEQUENCING

No interruptions of flow through manholes, wet wells, pump stations or any other portion of the plant or sanitary sewer system shall be allowed, if interruption of flow is required bypass pumping shall be utilized. All bypass pumping and method of bypass pumping shall be coordinated with and approval received from the Utility Foreman prior to the interruption.

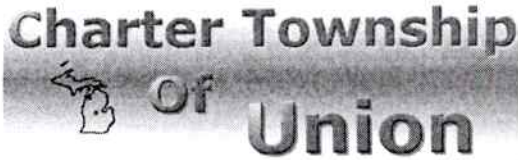
SECTION 2: PRODUCTS

2.01 MATERIALS

- A. Infiltration Control mix:
 - 1. Minor Infiltration.
 - a. Cementitious Grout (De Neef Industrial Products)

A rapid-setting cementitious grout or chemical grout specifically formulated for leak control should be used to stop minor water infiltration. It should be mixed and applied according to the manufacturers recommendations and should meet the following minimum requirements.

Compressive strength	ASTM C 109	1,800 psi @ ½ hr 4,000 psi @ 24 hrs 5,000 psi @ 7 days
Tensile strength	ASTM C 190	300 psi @ 7 days 350 psi @ 28 days



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2. Very Active Infiltration

a. Chemical Grout (DC Neef Industrial Chemicals)

- 1). A chemical grout must be used for stopping very active infiltration, filling voids and should be mixed and applied according to manufacturer's recommendations. The cementitious grout should be volume stable having a minimum 1-day compressive strength of 50 psi and a 28-day compressive strength of 250 psi.
- 2). Chemical grouts can be used for stopping very active infiltration and should be mixed and applied per manufacturer's recommendations.

B. Patching and profiling mix:

1. Cementitious Compound (Strong Seal or equivalent product)

A quick setting cementitious material can be used to bring the substrate to profile by filling voids, cracks, missing mortar and other substrate defects. It should be mixed and applied according to the manufacturers recommendations and should meet the following minimum requirements.

Compressive strength	ASTM C 109	1000 psi @ 1 hr 3500 psi @ 48 hrs 5000 psi @ 28 days
Tensile strength	ASTM C 307	200 psi @ 24 hrs 300 psi @ 7 days

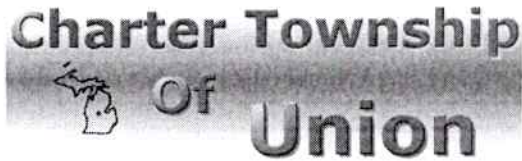
C. Resin Based Liner:

1. The resin-based material shall be used to form the cured in place on structural enhanced monolithic liner covering all interior surfaces of the structure including benches and inverts of manholes. The finished liner shall be approved and conform to the minimum physical requirements listed below.

Cured in Place Liner

Compressive strength	ASTM D 695	21,000 psi min
Tensile strength	ASTM D 638	35,000 psi min
Flexural strength	ASTM D 790	35,000 psi min
Bond		Shall exceed tensile strength of substrate
Flexural modulus (initial)	ASTM D 790	1.500 MPsi min
Density		62.4 # / pcf

- a. The finished structure shall be corrosion resistant to: Hydrogen Sulfide; 200% sulfuric Acid; 170% Nitric Acid; 5% Sodium Hydroxide; road salts for winter conditions as well as other common ingredients of the sanitary sewage environment.
- b. The wall of the liner will be structurally designed to withstand the hydraulic load generated by the groundwater table & restore structural integrity. The long term (50 yr.) value of the flexural modulus of elasticity will be a minimum of 500,000 psi and is an integral part of the engineering equation used to design the wall thickness of the structural liner.



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For this reason, the value of the long-term flexural modulus of the proposed product will be certified by an independent, third party testing lab and submitted with the design calculations for each individual structure.

Definition- Long term value will be identified as initial flexural modulus less the reduction in value caused by Creep over a fifty (50) year minimum period and verified by DMA testing.

2. **Other Materials:** Because of the advantages associated with rapid cure and infinite thickness capabilities, no resin-based materials shall be used to achieve the structural enhancement without prior approval of the Utility Foreman or Public Service Director.

SECTION 3: EXECUTION

3.01 INSPECTION

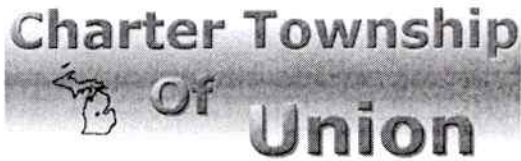
- A. **Evaluation of Atmosphere:** Prior to entering structures, an evaluation of the atmosphere will be conducted to determine the presence of toxic, flammable vapors or possible lack of oxygen. The evaluation shall be in accordance with local, state or federal safety regulations.

3.02 PREPARATION

- A. Place covers over all pipe openings to prevent extraneous material from entering the sewer system. All foreign material shall be removed from the structures wall and bench floor using a pressure water spray (minimum 2500 psi). The use of acid for cleaning purposes, no matter how dilute, will not be allowed. Loose or protruding brick, mortar and concrete shall be removed by using a mason hammer and chisel. Fill any large voids with quick setting patch mix as described in Paragraph (2.01 IIA). The surface to be repaired must be clean and free of any loose materials.
- B. Minor leaks shall be stopped using the quick-setting specially formulated infiltration control mix (paragraph 2.01 IA) and shall be mixed and applied per manufacturer's recommendations. When severe infiltration is present, drilling may be required in order to pressure grout outside the structure using either a cementitious or chemical grout (paragraph 2.01 IB). Manufacturer's recommendations shall be followed when pressure grouting is required.

3.03 INSTALLATION/APPLICATION

- A. **Application Temperatures:** Application of liner shall not be made unless the ambient temperature inside the structure is 50 degrees or higher. All material specifications for temperature must be met.
- B. **Bench, Invert Repair:**
 1. The manhole bench must be sprayed/cured in place but depending on availability and future plans, some judgment consideration will have to be made regarding the invert. Important issue here is the necessity to ensure a monolithic system is achieved.
 2. After bypass pumping of the flow and thorough cleaning preparatory work has been achieved. The cured in place resin-based liner shall be applied to the invert, bench and wall areas in the same manner as specified for the liner application below. The cured in place liner shall be applied such that the entire structure receives a structurally enhanced monolithic liner.



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Fax (989) 773 1988

E Mail ksmith@uniontownshipmi.com

3. The finished invert surfaces shall be smooth, free of ridges and will be sloped in the direction of flow. Special care shall be used to ensure a smooth transition between the new manhole invert and intersecting pipeline inverts such that flow will not be impaired.
- C. **Liner Application:** The resin-based liner shall be cured in place to all surfaces by a trained technician who is experienced in the application of a sprayed or cured in place applied liner and has been certified by the manufacturer. Liner will be applied in accordance to all manufacturer and material specifications. Appropriate personal protection equipment shall be utilized but, in every case, when applying the liner in place, the sprayer and all other personnel in direct contact with the spray atmosphere, will always be protected by supplied air.

The minimum thickness of the material applied is to be no less than 250 mils (1/4") in order to support structural integrity. No other products such as cement or grouts may be used as part of the structural reinstatement, however, said products may be used as part of the repair process prior to sprayed application of the structure as specified in Section 2.

Application of the cured in place liner applied material must be completed in one (1) mobilization in order to minimize the disruption and cost of excessive bypassing, pipeline plugging, traffic control and all other support services.

The finished manhole must be returned to full service immediately after the cured in place liner application is complete.

- D. **Curing:** The structure should be allowed to cure for 24 hours and return to ambient temperature prior to any physical testing, including vacuum testing.

3.04 FIELD QUALITY CONTROL

- A. The following test/inspection will be performed by the Utility Foreman.
 1. Visually verify the absence of leaks from infiltration.
- B. The following tests shall be performed by the Contractor.
 1. **Vacuum Test:** A vacuum test conforming to the requirements of ASTM C1244 shall be performed for every lined manhole or circular structure where practical.



Department of Public Services
5228 South Isabella Road
Mt. Pleasant, MI 48858

Phone (989) 772 4600 ext. 224
Fax (989) 773 1988
E Mail ksmith@uniontownshipmi.com

Bids Due:

September 18, 2019 10:30 a.m.

Address Sealed Bids to:

Charter Township of Union
Attn: Kim Smith – Public Service Director
5228 South Isabella Road
Mt. Pleasant MI 48858

Inquiry:

Kim Smith – Public Works Coordinator
ksmith@uniontownshipmi.com (989)772-4600 ext. 224
John Bebow – Utility Foreman
jbebow@uniontownshipmi.com

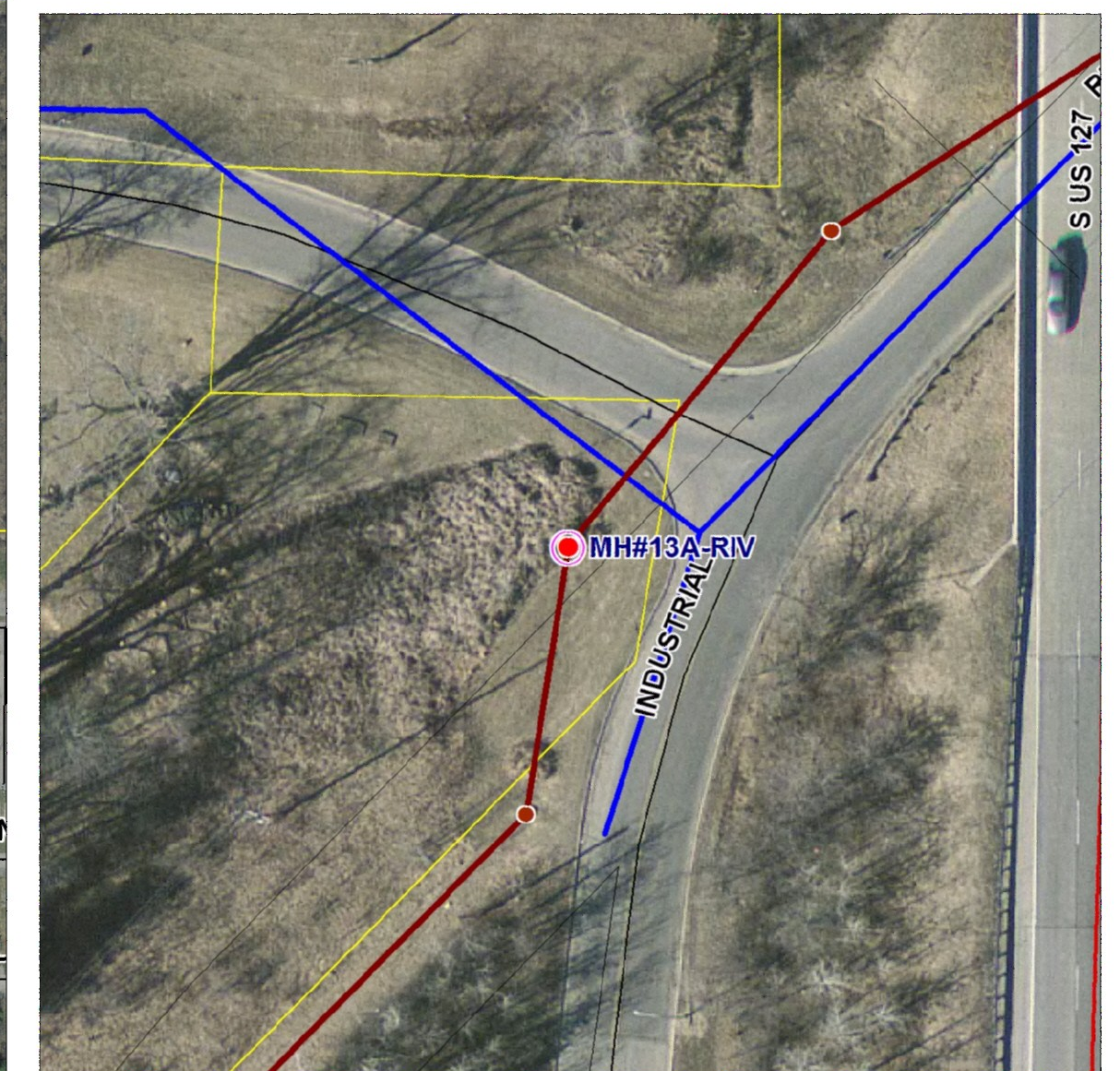
**The Charter Township of Union reserves the right to accept or reject all bids that are received.
No Bidder may withdraw their Bid within sixty (60) days after the actual date of Bid opening.**

Sanitary Sewer Structure Rehabilitation 2019 Manhole Map

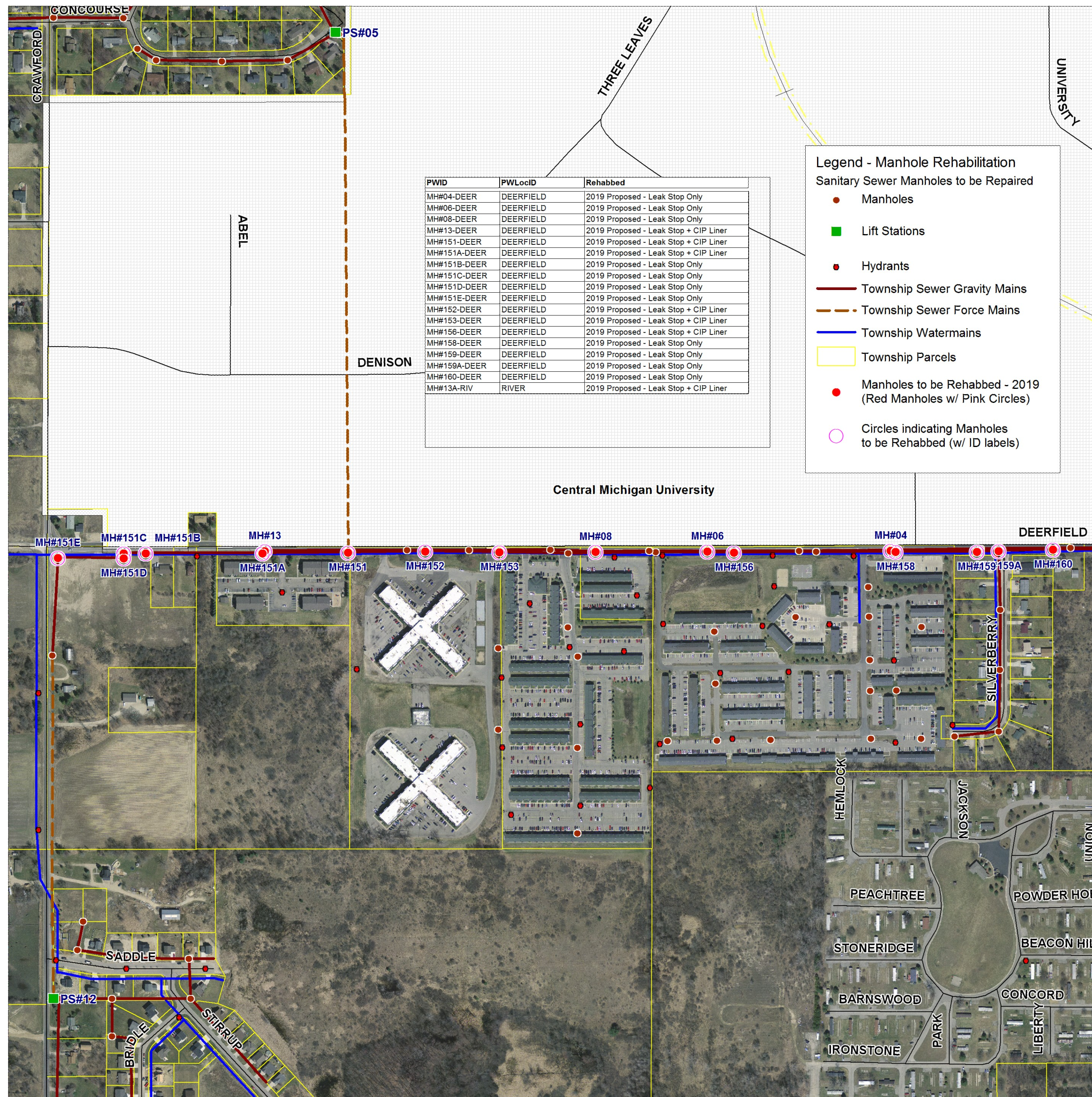
Charter Township of Union
T14N R04W
Isabella County, Michigan

Manholes to be Repaired:

- Area #1 - Seventeen (17) Manholes:
Deerfield Road Area
(South side of Deerfield Road)
- Area #2 - One (1) Manhole:
River Road & Industrial Drive Intersection
(In grass belt 130' west of US-127 overpass).



Map Production Date: July 24, 2019
Union Township Mapping & GIS



To: Mark Stuhldreher - Township Manager **DATE:** October 1, 2019
FROM: Kim Smith – Public Service Director **DATE FOR BOARD CONSIDERATION:** October 9, 2019
ACTION REQUESTED: Approval of the bid from Malley Construction for the installation of four (4) fire hydrant assemblies in the amount of \$45,600.00.

Current Action Emergency

Funds Budgeted: If Yes Account # 591-536-930.000 No N/A

Finance Approval MDS

BACKGROUND INFORMATION

The project consists of the installation and testing of four (4) fire hydrant assemblies including appurtenances at locations along Pickard and Meridian Road west of Lincoln Road and south on Meridian Road. Currently the 1 1/4-mile route contains eight fire hydrants. The installation of an additional four hydrants would facilitate increased flushing capabilities, improve water quality, and enhance fire protection in the area.

The fire hydrant system is a staple in emergency relief situations that allows emergency crews to quickly disperse large amount of water to extinguish fires. For fire fighters to immediately respond to a fire emergency, it’s absolutely essential for fire department crews to have clear and direct access to fire hydrants.

The number, placement, and proximity to fire hydrants directly impact the community Insurance Services Offices (ISO) fire rating. Increasing the number of hydrants in a specific area may increase the community ISO rating and lead to a reduction in home-owners insurance rates.

Bids were received and publicly opened on September 11, 2019 at 10:00 a.m. There were two responsive bidders for this project. These bids were as follows:

Bidder	Amount
Isabella Corporation	\$49,900.00
Malley Construction	\$45,600.00

SCOPE OF SERVICES

Labor, and equipment necessary for the installation of four (4) fire hydrant assemblies including appurtenances.

JUSTIFICATION

I recommend that Malley Construction be awarded the installation of (4) four fire hydrant assemblies and appurtenances. This recommendation is based on Malley Constructions ability to complete the specified work and cost.

PROJECT IMPROVEMENTS

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

- 1. Community well-being and common good
- 2. Safety
- 3. Health

COSTS

\$45,600.00

This work was included in the FY2019 Water Department Budget account number 591-536-930.000. In addition, a SCIT 2% application was made to fund this project. If approved, the budgeted funds will not be utilized for this project which results in savings to the system rate payors.

PROJECT TIME TABLE

30 Days after receipt of material

RESOLUTION

Approve the bid from Malley Construction for the installation of four (4) fire hydrant assemblies in the amount of \$45,600.00.

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

Bid Tabulation Sheet

Project: 2019 – Pickard Street Fire Hydrant Installation Due Date: September 11, 2019 10:00 a.m. Location: 5228 S. Isabella Road

Bidder	Bid Bond	Amount
Isabella Corporation	✓	49,900.00
Malley Construction	NO Bid Bond	45,600.00

Kevin Smith

9-11-2019

Shawn McBride

9/11/2019

* Malley Construction bid was delivered to Township Hall at 9:55 a.m. Bid was opened by Jennifer Loveberry - Did not include Bid Bond/Surety
Jennifer Loveberry

Bid Bond/Surety to be obtained with Agreement if awarded.

(KS)



RFP
Charter Township of Union
Fire Hydrant Replacement
Request for Proposal (RFP)

Sealed Bids for the installation of four (4) fire hydrant assemblies including appurtenances will be received by the **Charter Township of Union**, at the Water Treatment facility located at **5228 South Isabella Road, Mt. Pleasant, MI 48858**, until **10:00 AM** local time on September 11, 2019, at which time the Bids received will be publicly opened and read.

Mail or Deliver Sealed Proposals to:

Fire Hydrant Installation and Gate Valve Replacement
Department of Public Services
Attention: Kimberly Smith, Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

General Scope:

The Charter Township of Union is soliciting requests from qualified contractors to complete the following work:

The project would consist of the installation and testing of four (4) hydrant assemblies including appurtenances at locations within public right of way along Pickard and Meridian Road. All testing shall conform with the Charter Township of Union Specifications, State of Michigan Requirements, and Ten State Standards. The information contained below are the specific qualifications each contractor must meet in order to provide an accurate proposal. Attachments include record drawings, technical specifications and details are included.

Requirements - General:

- Work must comply with all applicable federal, state and local laws and regulations
- All equipment shall be installed compliant with manufacturers recommendations and the Township Standard Specifications and Details
- Contractor shall be responsible for obtaining all local regulatory permits (including fees) which may include plumbing, and mechanical
- Date of completion to be within 30 days of equipment delivery as coordinated with the Township Staff.
- Provide in addition to all other equipment factory warranties, a (1) year full labor and material warranty on all workmanship, material and equipment furnished for this project.
- Prospective bidders are recommended to conduct a site visit prior to bidding although not required.

Terms of Agreement:

General:

- To hold bid open for 60 consecutive calendar days from the bid due date
- To enter into and execute a contract with Charter Township of Union
- References:
 - Provide minimum of three (3) references of similar municipality projects located within the Michigan and have been completed within the last five (5) years.

no provided labor

Insurance:

- Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract. Township and DPW shall be listed as additional insureds on policy

Bonds:

- The Contractor shall include in the proposal price the cost to provide the following:
 - Letter of Surety and licensed to do business in the State of Michigan.

NOT included with bid with Agent upon Award

Shop Drawing Submittals:

- Provide one hard and one pdf copy of material specification sheets, and warranty information to Township. Do not proceed until written approval is received

Services / materials to be provided:

Contractor shall provide all equipment, backfill, and restoration material necessary to complete the work described herein. The scope of work shall include but shall not be limited to the following. Refer to the attached Drawings and Technical Specifications for additional information.

- Hydrant Installation
 - Installation of new hydrant and associated components. Any concrete work, excavation, removal and disposal of existing materials, dewatering, backfill/ compaction, removal of blind flange, NSF approved C900 watermain (up to 5' per detail), fittings and valves, disinfection, testing, to facilitate installation shall be included.
 - Contractor shall be responsible to confirm shutoff valve is in good working order and condition prior to replacement of hydrant. If valve is found to be in poor condition, contractor shall be responsible to remove and replace.
 - If valve is determined to be in good operating condition, replacement will not be necessary. Service Disruption will not be permitted and/or necessary. All new components shall be properly testing and disinfected prior to making connections to existing system. 12.5% chlorine swab and visual leak inspection shall be considered acceptable.
- Valve Removal / Replacement
 - Installation of new 6" valve and associated components. Any concrete work, excavation, investigation to locate, removal and disposal of existing materials, dewater, backfill / compaction, fittings, disinfection, testing to facilitate installation.
 - All new components shall be properly tested and disinfected prior to making connections to existing system. Service disruption and boil water notice is anticipated to isolate main to facilitate valve removal and replacement.

○ General

- Mobilization, site restoration and cleanup
- Coordination of delivery and unloading of new equipment
- Contractor shall conduct all work so as to not interfere with the existing system operations.
- Field investigation to confirm material type and depth prior to performing work and making connections.
- Coordination with Township Staff and DPW

Services / Materials Not To Be Included:

- Site accessibility and potable water supply (provided by owner).
- Contractor shall be responsible to coordinate and provide construction schedule and minimum 24-hour notice before completing work.
- All operations including valve turning to be completed by DPW staff.
- Coordination with property owners on boil water notice
- Field staking of existing gate valve and proposed hydrant location.



Contractors Proposal Form

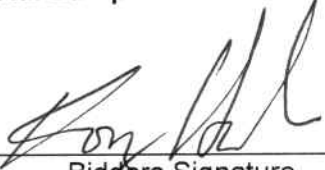
Bidders are instructed to submit bids for this project on a lump sum basis as stated in the Proposal.

All bid items are tax inclusive. All work shall be in compliance with DPW Specifications, Details and terms identified in the RFP and applicable laws. **The following bid tabulation is are per site as the Township reserves the right to accept and/or reject any or all portions of the proposal.**

No.	Item	Unit	Est. Qty.	Unit Price	Total Cost
Location #1					
1	Hydrant Installation including Appurtenances	LS	1	7,000	
2	6" Valve Removal and Replacement	LS	1	3,000	
3	Site Restoration and Cleanup	LS	1	1,400	
Subtotal Location #1					11,400
Location #2					
1	Hydrant Installation including Appurtenances	LS	1	7,000	
2	6" Valve Removal and Replacement	LS	1	3,000	
3	Site Restoration and Cleanup	LS	1	1,400	
Subtotal Location #2					11,400
Location #3					
1	Hydrant Installation including Appurtenances	LS	1	7,000	
2	6" Valve Removal and Replacement	LS	1	3,000	
3	Site Restoration and Cleanup	LS	1	1,400	
Subtotal Location #3					11,400
Location #4					
1	Hydrant Installation including Appurtenances	LS	1	7,000	
2	6" Valve Removal and Replacement	LS	1	3,000	
3	Site Restoration and Cleanup	LS	1	1,400	
Subtotal Location #4					11,400
Total					

Total Lump Sum Fee

\$45,600



Bidders Signature

Tony Hale

Printed Name:

Malley Construction Inc

Business Name:

1565 S. Park Place, Mt Pleasant, mi 48859

Address:

MI Contractor License No.:

989-621-3838

Telephone:

malleytransport@yahoo.com

Email:

RFP
Charter Township of Union
Fire Hydrant Replacement
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- Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract. Township and DPW shall be listed as additional insureds on policy. ✓

Bonds:

- The Contractor shall include in the proposal price the cost to provide the following:
 - Letter of Surety and licensed to do business in the State of Michigan.

ORC
Yes
Include
with bid

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○ Valve Removal / Replacement

- Installation of new 6" valve and associated components. Any concrete work, excavation, investigation to locate, removal and disposal of existing materials, dewater, backfill / compaction, fittings, disinfection, testing to facilitate installation.
- All new components shall be properly tested and disinfected prior to making connections to existing system. Service disruption and boil water notice is anticipated to isolate main to facilitate valve removal and replacement.

- General
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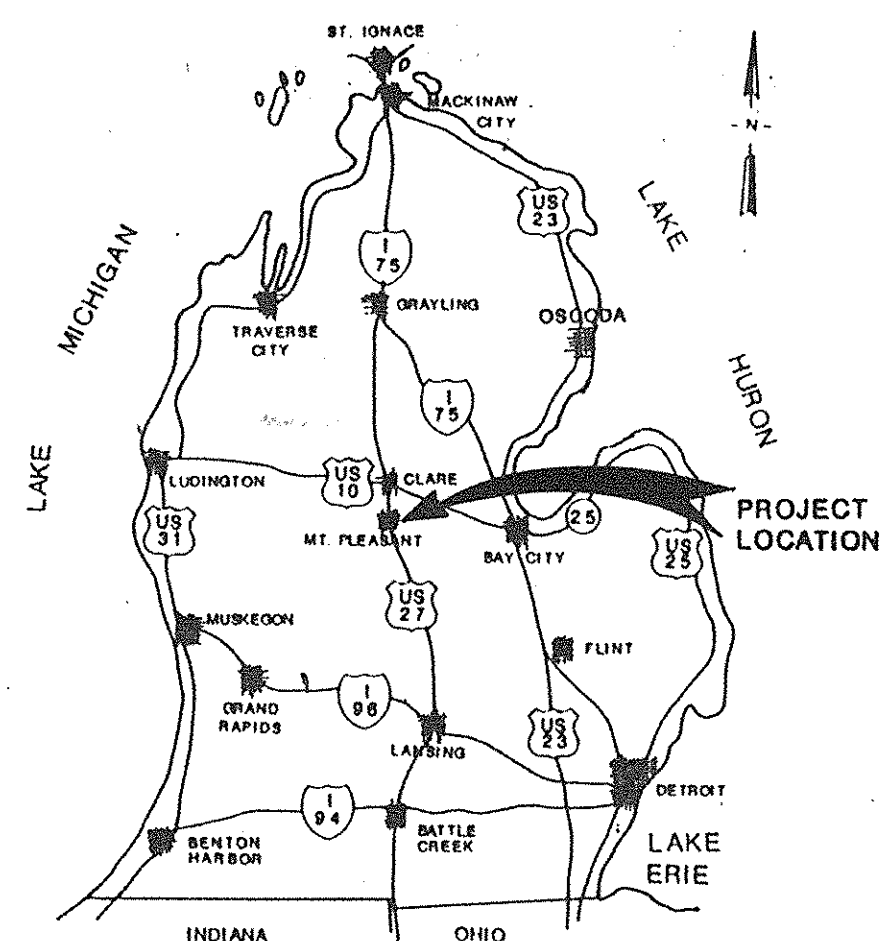
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No.	Item	Unit	Est. Qty.	Unit Price	Total Cost
Location #1					
1	Hydrant Installation including Appurtenances	LS	1	\$ 10,700.00	\$ 10,700.00
2	6" Valve Removal and Replacement	LS	1	\$ 900.00	\$ 900.00
3	Site Restoration and Cleanup	LS	1	\$ 500.00	\$ 500.00
Subtotal Location #1					\$ 12,100.00
Location #2					
1	Hydrant Installation including Appurtenances	LS	1	\$ 10,700.00	\$ 10,700.00
2	6" Valve Removal and Replacement	LS	1	\$ 900.00	\$ 900.00
3	Site Restoration and Cleanup	LS	1	\$ 500.00	\$ 500.00
Subtotal Location #2					\$ 12,100.00
Location #3					
1	Hydrant Installation including Appurtenances	LS	1	\$ 10,700.00	\$ 10,700.00
2	6" Valve Removal and Replacement	LS	1	\$ 900.00	\$ 900.00
3	Site Restoration and Cleanup	LS	1	\$ 500.00	\$ 500.00
Subtotal Location #3					\$ 12,100.00
Location #4					
1	Hydrant Installation including Appurtenances	LS	1	\$ 12,200.00	\$ 12,200.00
2	6" Valve Removal and Replacement	LS	1	\$ 900.00	\$ 900.00
3	Site Restoration and Cleanup	LS	1	\$ 500.00	\$ 500.00
Subtotal Location #4					\$ 13,600.00
Total					\$ 49,900.00

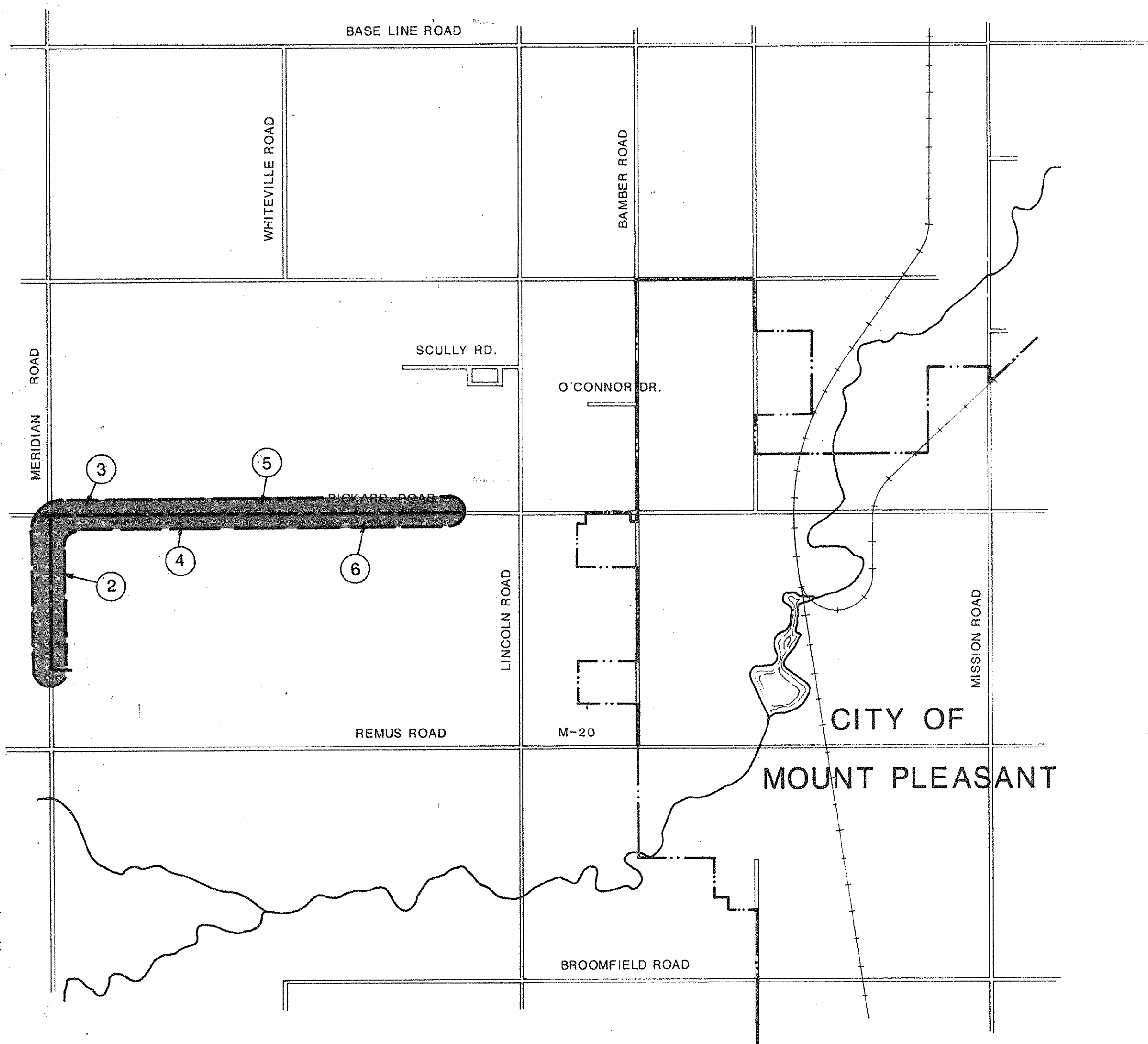
Total Lump Sum Fee

\$ 49,900.00


Bidders Signature _____
James A. Zalud, President
Printed Name: _____
The Isabella Corporation
Business Name: _____
2201 Commerce St., Mt. Pleasant, MI 48858
Address: _____
J703547
MI Contractor License No.: _____
989-772-5890
Telephone: _____
jzalud@isabellacorporation.com
Email: _____



VICINITY MAP
NO SCALE



LOCATION MAP

UTILITIES

- UNION TOWNSHIP**
 Township Hall
 Address: 2010 South Lincoln Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-4600
 Township Supervisor: Kenneth J. Schaeffer
- CITY OF MT. PLEASANT**
 City Engineer
 Address: 120 South University Avenue
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-7971
- Police Department**
 Address: 120 South University Avenue
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-7971 (Business)
 (517) 773-5935 (Emergency)
- Fire Department**
 Address: 120 South University Avenue
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-7971 (Business)
 (517) 778-7994 (Emergency)
- ISABELLA COUNTY**
 Drain Commissioner
 Address: 200 North Main Street
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 779-0911
- Road Commission**
 Address: 2261 East Remus Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-7131
- Sheriff**
 Address: 207 Court Street
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-5911
- Department of Public Works**
 Address: 200 North Main Street
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-0911
- MICHIGAN DEPARTMENT OF TRANSPORTATION (M.D.O.T.)**
 Maintenance Garage
 Address: 1120 South Mission Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-2455
- District Office**
 Address: 1420 Front Street
 Grand Rapids, Michigan 49504
 Telephone: (616) 451-3091
- CONSUMERS POWER COMPANY**
 Regional Office
 Address: 2400 Weiss Street
 Saginaw, Michigan 48605
 Telephone: (517) 799-7110
- MICHIGAN CONSOLIDATED GAS COMPANY (MI. CON.)**
 District Office
 Address: 1205 South Mission Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-3971
- GENERAL TELEPHONE COMPANY OF MICHIGAN (GTE)**
 Division Office
 Address: 327 East Center Street
 Alma, Michigan 48801
 Telephone: (517) 463-0211
- ANN ARBOR RAILROAD COMPANY**
 Address: West Broadway Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-3560
- CABLE VISION, INC.**
 Address: 915 East Broomfield
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 772-0956
- MICHIGAN STATE POLICE**
 Address: 1011 North Mission Road
 Mt. Pleasant, Michigan 48858
 Telephone: (517) 773-5951
- MISS DIG:** (800) 482-7171

**RECORD DRAWINGS FOR REFERENCE ONLY
 CONTRACTOR TO FIELD VERIFY**

PLAN INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-6	TRANSMISSION MAIN PLAN & PROFILE
7	TRANSMISSION MAIN DETAILS

DRAWING SYMBOLS

PROPOSED	EXISTING	DESCRIPTION
---	W	WATERMAIN
---	S	SANITARY SEWER
---	SS	STORM SEWER
---	FM	SANITARY FORCE MAIN
---	G	GAS MAIN
---	OE	OVERHEAD ELECTRIC
---	PL	PROPERTY LINE
○ MA		MANHOLE (MH)
□ CB		CATCH BASIN (CB)
⊕		GATE VALVE
⊙		FIRE HYDRANT ASSEMBLY
○ S		SIGN
L PE		POLE, POWER OR ELECTRIC
△ RP		REFERENCE POINT
△ BM		BENCH MARK (BM)
---	C/W	CULVERT W/ HEADWALL

GENERAL NOTES

NOTE: LOCATION OF EXISTING UTILITIES

Existing public utilities and underground structures such as pipe lines, electric conduits, sewers and water lines are shown on the Plans. The information shown is believed to be reasonably correct and complete. However, neither the correctness nor the completeness of such information is guaranteed. Prior to the start of any operations in the vicinity of any utilities, the CONTRACTOR shall notify the utility companies and request that they stake out the locations of the utilities in question.

NOTE: Special care shall be taken in excavating in the proximity of all underground utilities. The CONTRACTOR shall secure assistance from the appropriate utility company in locating its lines. The CONTRACTOR shall also provide support for any utility within the excavation, provide proper compaction under any undermined utility structure and, if necessary, install temporary sheeting or use a trench box to minimize the excavation. The CONTRACTOR shall protect and save harmless from damage all utilities, whether privately or publicly owned, above or below the ground surface, which may be encountered during construction.

**DIVISION B
 UNION TOWNSHIP
 WEST SIDE WATER SYSTEM
 TRANSMISSION MAIN**

UNION TOWNSHIP, ISABELLA COUNTY,
 MICHIGAN

NOTES: AS-BUILTS OBTAINED BY
 UNION TWP. D.P.W.
 ALL DIMENSIONS ARE
 DESIGN ONLY.

The as-built watermain locations shown are as-constructed. In many cases, the watermain valves and hydrants were constructed differently from the design plans without the knowledge or approval of the Engineer.

Marquette
 105 E. Washington Street
 Marquette, Michigan
 49855
 (906) 228-5171

Traverse City
 124 West State Street
 P.O. Box 927
 Traverse City, Michigan
 49684
 (616) 946-8874

Consulting
 Engineers
 Surveyors
 Planners

**Gourdie/Fraser
 & Associates, Inc.**



JTR AS-BUILT
 12-6-89

REV 2-2-88

APR DAC 2-2-88

CKD DAC 2-2-88

DRN J.L.H. 7-30-87

870322

MATCH LINE SEE BELOW

NOTE:
EXTG. 3'-4" DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO
EXTG. GRADE. WATER MAIN DEPTH TO BE
ADJUSTED TO MAINTAIN 5' MIN. COVER.

MERIDIAN ROAD
SCALE: 1"=50'

FIRE HYDRANT STUB ASSEMBLY
12" X 12" X 6" TEE
6" GATE VALVE & BOX W/ 3' STUB
FOR FUTURE HYDRANT
MARK W/ 4" X 4" POST

(2) 12" GATE VALVE & BOX
(VALUE LOC. UNKNOWN)

MATCH LINE SEE RIGHT

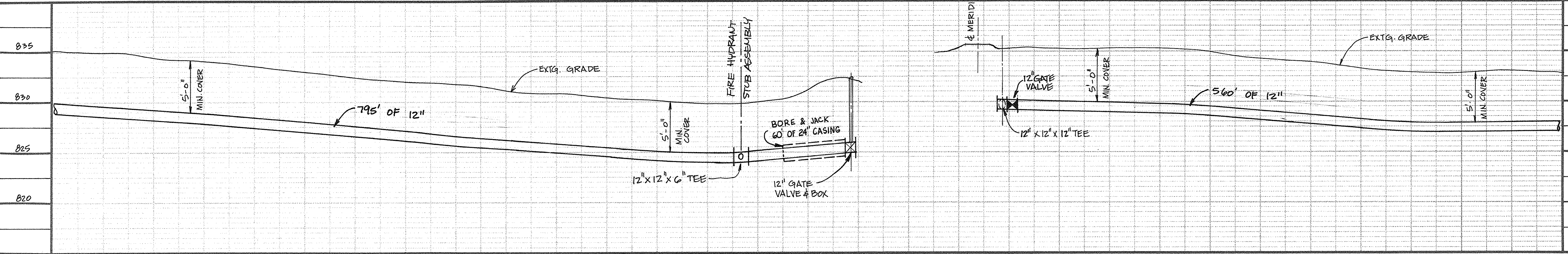
12" GATE VALVE
W/ PLUG & STUB

MATCH LINE SEE LEFT

NOTE:
EXTG. 1'-2" DITCH, 20'-25' OFF
CENTERLINE IN THIS AREA. DITCH
TO BE REPLACED TO EXTG. GRADE.
WATERMAIN DEPTH TO BE ADJUSTED
TO MAINTAIN 5'-0" MIN. DEPTH, WITH
6 FOOT UNDER ROADS AND DRIVEWAYS.

PICKARD ROAD
SCALE: 1"=50'

MATCH LINE SEE SHEET 4

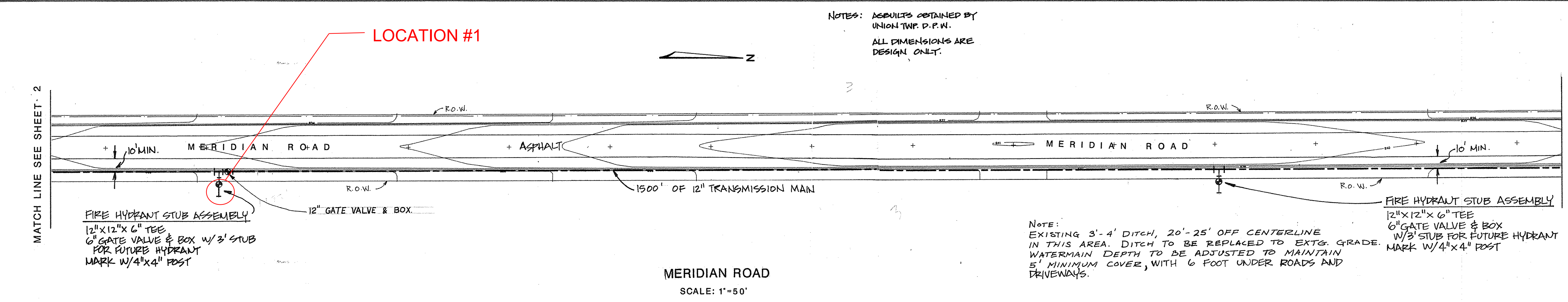


MATCH LINE SEE SHEET 2

LOCATION #1

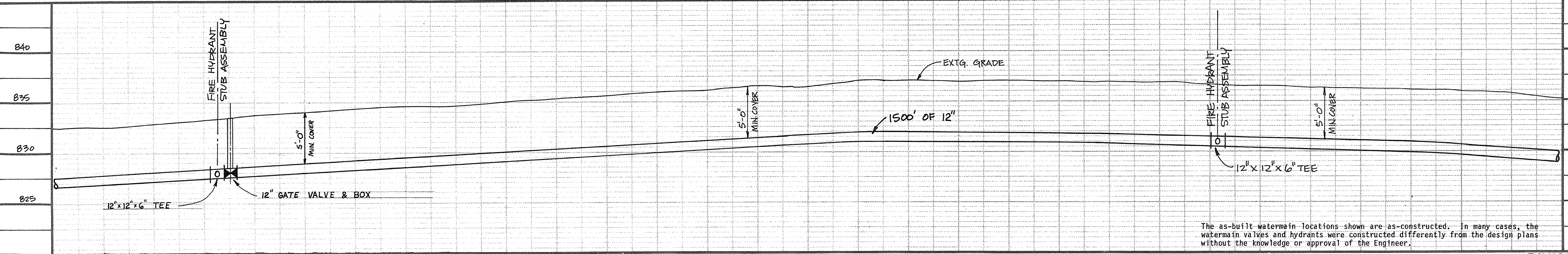
NOTES: RESULTS OBTAINED BY
UNION TWP. D.P.W.
ALL DIMENSIONS ARE
DESIGN ONLY.

MATCH LINE SEE ABOVE



MERIDIAN ROAD
SCALE: 1"=50'

NOTE:
EXISTING 3'-4" DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO EXTG. GRADE.
WATERMAIN DEPTH TO BE ADJUSTED TO MAINTAIN
5' MINIMUM COVER, WITH 6 FOOT UNDER ROADS AND
DRIVEWAYS.



MATCH LINE SEE ABOVE

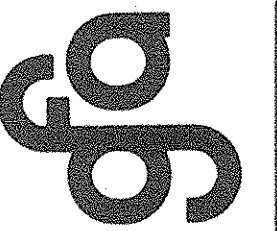
The as-built watermain locations shown are as-constructed. In many cases, the watermain valves and hydrants were constructed differently from the design plans without the knowledge or approval of the Engineer.

Marquette
105 E. Washington Street
Marquette, Michigan
49855 (906) 228-5171

Traverse City
124 West State Street
P.O. Box 927
Traverse City, Michigan
49684 (616) 946-8874

Consulting
Engineers
Surveyors
Planners

Gourdie/Fraser
& Associates, Inc.



MERIDIAN ROAD
FROM 1840' NORTH OF WELL SITE
TO PICKARD RD.
PICKARD ROAD
FROM MERIDIAN TO 560' EAST OF MERIDIAN
UNION TWP.

12-6-89 JTR
AS-BUILT
REV. 2-2-88
APR. DAC 2-2-88
CKD. DAC 2-2-88
DRN. JLL 11-13-87

MATCH LINE SEE BELOW

MATCH LINE SEE SHEET 5



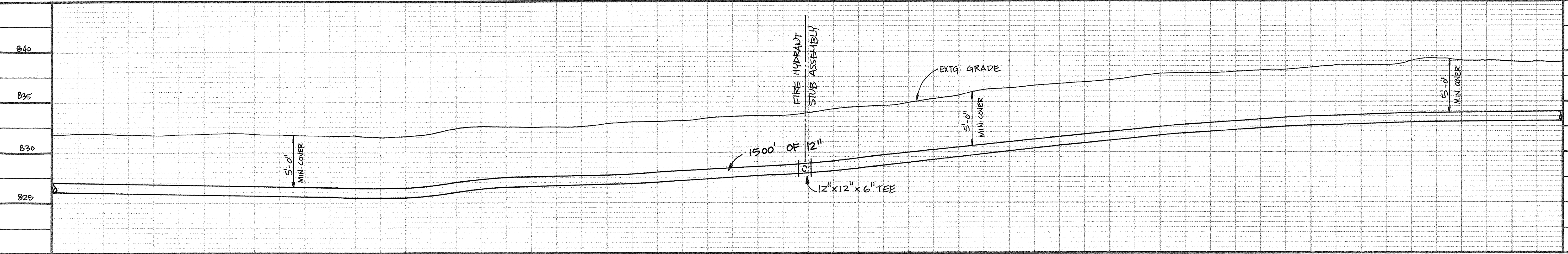
FIRE HYDRANT STUB ASSEMBLY
12"X12"X6" TEE
6" GATE VALVE & BOX W/ 3' STUB FOR
FUTURE HYDRANT
MARK W/ 4"X4" POST

1500' OF 12" TRANSMISSION MAIN

NOTE:
EXISTING 1'-2' DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO EXTG. GRADE.
WATERMAIN DEPTH TO BE ADJUSTED AS REQUIRED
TO MAINTAIN 5'-0" DEPTH, WITH 6 FOOT UNDER ROADS AND
DRIVEWAYS.

PICKARD ROAD
SCALE: 1"=50'

#430



MATCH LINE SEE SHEET 3

MATCH LINE SEE ABOVE

NOTES: RESULTS OBTAINED BY
UNION TWP. D.P.W.
ALL DIMENSIONS ARE
DESIGN ONLY.



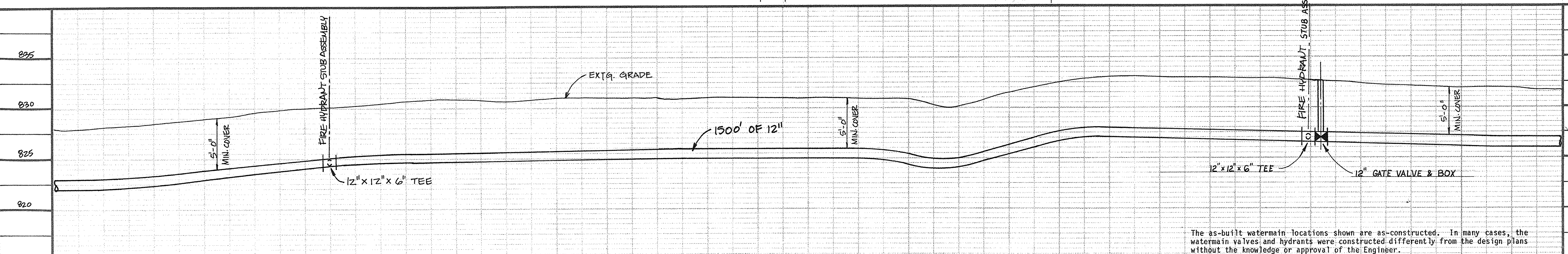
FIRE HYDRANT STUB ASSEMBLY
12"X12"X6" TEE
6" GATE VALVE & BOX W/ 3' STUB FOR
FUTURE HYDRANT
MARK W/ 4"X4" POST

FIRE HYDRANT STUB ASSEMBLY
12"X12"X6" TEE
6" GATE VALVE & BOX W/ 3' STUB FOR
FUTURE HYDRANT
MARK W/ 4"X4" POST

NOTE:
EXISTING 1'-2' DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO EXTG. GRADE.
WATERMAIN DEPTH TO BE ADJUSTED TO MAINTAIN
5' MINIMUM COVER, WITH 6 FOOT UNDER ROADS AND
DRIVEWAYS.

PICKARD ROAD
SCALE: 1"=50'

LOCATION #2



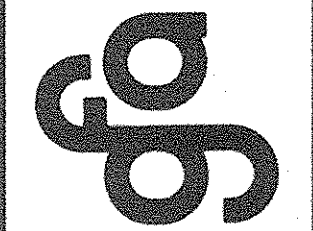
The as-built watermain locations shown are as-constructed. In many cases, the watermain valves and hydrants were constructed differently from the design plans without the knowledge or approval of the Engineer.

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49855 (906) 228-5171

Traverse City
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P.O. Box 927
Traverse City, Michigan
49884 (616) 946-5874

Consulting
Engineers
Surveyors
Planners

Gourdie/Fraser
& Associates, Inc.



PICKARD ROAD
FROM 560' EAST OF MERIDIAN
TO 3560' EAST OF MERIDIAN
UNION TWP.

JTR 12-6-81
AS-BUILT

REV. 2-2-88

APR. DAC 2-2-88

CKD. DAC 2-2-88

DRN. JLA 11-13-81

870322

DIVISION B

SHEET 4 OF 7

MATCH LINE SEE BELOW

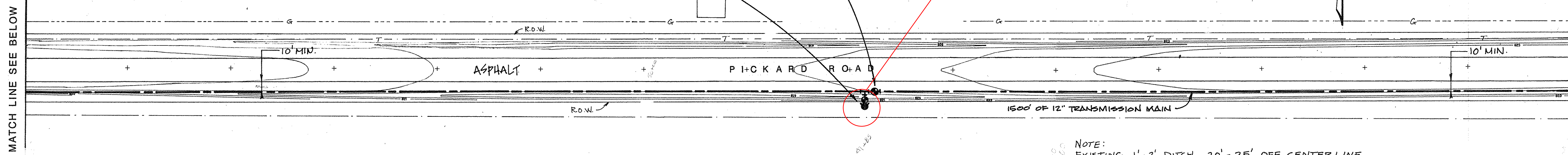
MATCH LINE SEE SHEET 6

FIRE HYDRANT STUB ASSEMBLY
12" x 12" x 6" TEE
6" GATE VALVE & BOX W/3' STUB FOR
FUTURE HYDRANT
MARK W/4" x 4" POST

12" GATE VALVE & BOX
#1081

LOCATION #3

#1104



PICKARD ROAD

SCALE: 1" = 50'

NOTE:
EXISTING 1'-2' DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO EXTG.
GRADE. WATERMAIN DEPTH TO BE ADJUSTED
AS REQUIRED FOR 5' MINIMUM COVER, WITH
6 FOOT UNDER ROADS AND DRIVEWAYS.

825

825

820

820

815

815

810

810

5'-0" MIN. COVER

12" x 12" x 6" TEE

12" GATE VALVE & BOX

1500' OF 12" TRANSMISSION MAIN

5'-0" MIN. COVER

FIRE HYDRANT STUB ASSEM.

EXTG. GRADE

MATCH LINE SEE SHEET 4

MATCH LINE SEE ABOVE

FIRE HYDRANT STUB ASSEMBLY
12" x 12" x 6" TEE
6" GATE VALVE & BOX W/3' STUB FOR
FUTURE HYDRANT
MARK W/4" x 4" POST

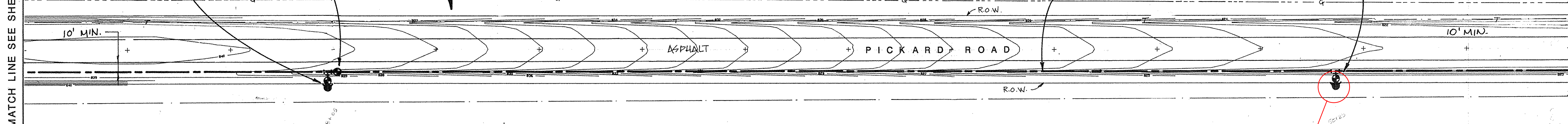
12" GATE VALVE & BOX
#749

NOTES: ASBUILTS OBTAINED BY
UNION TWP. D.P.W.
ALL DIMENSIONS ARE
DESIGN ONLY.

FIRE HYDRANT STUB ASSEMBLY
12" x 12" x 6" TEE
6" GATE VALVE & BOX W/3' STUB FOR
FUTURE HYDRANT
MARK W/4" x 4" POST

#910

LOCATION #4



PICKARD ROAD

SCALE: 1" = 50'

NOTE:
EXISTING 1'-2' DITCH, 20'-25' OFF CENTERLINE
IN THIS AREA. DITCH TO BE REPLACED TO EXTG.
GRADE. WATERMAIN DEPTH TO BE ADJUSTED AS REQUIRED
FOR 5' MINIMUM COVER, WITH 6 FOOT UNDER
ROADS AND DRIVEWAYS.

840

830

835

825

830

820

825

815

12" x 12" x 6" TEE

12" GATE VALVE & BOX

100' OF 12"

EXTG. GRADE

5'-0" MIN. COVER

800' OF 12"

EXTG. GRADE

FIRE HYDRANT STUB ASSEMBLY

12" x 12" x 6" TEE

The as-built watermain locations shown are as-constructed. In many cases, the watermain valves and hydrants were constructed differently from the design plans without the knowledge or approval of the Engineer.

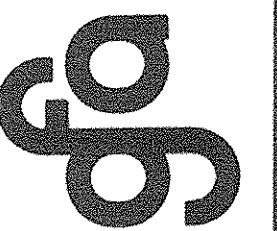
PICKARD ROAD
FROM 3560' EAST OF MERIDIAN
TO 6560' EAST OF MERIDIAN
UNION TWP.

JTR 12-6-09
AS-BUILT
REV. 2-2-88
APR. DAC 2-2-88
CKD. DAC 2-2-88
DRN. JLA 11-13-07

870322
SHEET 5 OF 7

Consulting
Engineers
Surveyors
Planners

Gourdie/Fraser
& Associates, Inc.



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DIVISION B

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher Township Manager

DATE: 10/03/2019

FROM: Peter Gallinat Township Planner

DATE FOR BOARD CONSIDERATION: 10/09/2019

ACTION REQUESTED: Approve Special Use Permit 2019-06 for a filling station located at S. Isabella Rd. PID 14-026-20-001-06 on the condition that a site plan is approved by the Township Planning Commission and all required licensing is obtained.

Current Action Emergency

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

Finance Approval

BACKGROUND INFORMATION

The owner of the property is McGarry Robert E & Motz James & Amy. The applicant Grayling Investors LLC has been authorized to seek zoning approvals contingent on a purchase agreement for the property with the current owners. The parcel is split zoned B-4 (General Business District) and B-5 (Highway Business District) A filling station is permitted in both districts as a special use. The parcel is currently vacant and located on the corner of S. Isabella and E. Broomfield Rd. In addition to the filling station the development includes a Dunkin Donuts drive thru restaurant.

At the September 17th regular Planning Commission meeting a public hearing was held for SUP 2019-06. Following the public hearing the Planning Commission heard from the applicant and then reviewed the application regarding requirements from Sections 30.3 A and 30.4.I of the Zoning Ordinance. After careful consideration the Planning Commission voted to recommend approval of SUP 2019-06 to the Board of Trustees on the condition that a final site plan is approved by the Planning Commission and that all required licensing is obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

Following a public hearing the Planning Commission reviewed and recommended approval of SUPR 2019-06

PROJECT IMPROVEMENTS

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

- 1. 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 2019-06 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 September 17, 2019 at the Township Hall.

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

Roll Call

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

Absent: Webster

Late: Shingles

Others Present

Township Planner, Peter Gallinat and Secretary, Jennifer Loveberry

Approval of Minutes

LaBelle moved **Mielke** supported the approval of the August 20, 2019 regular meeting as amended. **Vote: Ayes: 8 Nays: 0. Motion carried.**

Correspondence / Reports/ Presentations

Approval of Agenda

Fuller moved **Shingles** supported approval of the agenda as presented. **Vote: Ayes: 8 Nays 0. Motion carried.**

Public Comment – 7:06 p.m.

No comments were offered.

New Business

- A. SUP 2019-06 Public Hearing Filling Station located at S. Isabella Rd. Mt. Pleasant MI Owner: McGarry Robert & Motz James & Mary Applicant: Grayling Investors Review and recommend approval/denial of special use permit to the Board of Trustees)**

Introduction by Township Planner. Stated that the applicant is looking to develop a filling station with drive thru restaurant attached. If approved applicant will develop site plan.

Public Hearing – Open 7:09 p.m.

No comments were offered.

No Written Correspondence was received.

Public Hearing-Closed 7:10 p.m.

Representatives Rich Jaskowski and Bill Carey along with the realtor, Jim Engler were available to answer questions.

The applicants explained that they are applying for the special use permit for the purpose of a filling station with a convenience store and fast food restaurant with drive thru service located at the southwest corner Broomfield Rd. and Isabella Rd.

The Planning Commission reviewed section 30.3 (1-10) of the zoning ordinance and 30.4.I Special Uses Permitted – Filling Stations for the Sale of Gasoline, Oil, Minor Accessories, and Other Incidental Services (1-6).

Buckley moved **Darin** supported to recommend approval of SUP 2019-06 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 30.4I (1-6) on the condition that all county, state and federal approvals are received. **Vote: Ayes: 8 Nays: 0 Motion carried.**

Other Business

Planning Commissioners completed their review of Part II sections 9 & 10 of the Zoning Ordinance Amend/Rewrite. Commented that Part III will be scheduled as a special meeting on October 3, 2019 from 6 p.m. to 8 p.m.

Extended Public Comment Open – 9:19 p.m.

No comments were offered.

Final Board Comment

LaBelle – Inquired from Clerk Cody of date/time of the Water/Sewer Work Session
Fuller – Mentioned how well the sidewalks turned out with the McDonald’s project

Adjournment – Chairman Squattrito adjourned the meeting at 9:20 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

Meeting 09/17/2019

NEW BUSINESS

SUBJECT: A) SUP 2019-06 Filling Station located at S ISABELLA RD MOUNT PLEASANT MI 48858-0000 Owner: MCGARRY ROBERT E & MOTZ JAMES & AMY

Applicant: Grayling Investors LLC (as authorized by McGarry Robert E & Motz James & Amy)

Owner: MCGARRY ROBERT E & MOTZ JAMES & AMY

Location: S ISABELLA RD. MOUNT PLEASANT MI 48858-0000

Current Zoning: B-4 (General Business District) /B-5 (Highway Business District)

Adjacent Zoning: B-4, B-5, R-3A, City of Mt. Pleasant CD-4 (General Urban) & SD-1 (Industrial)

Future Land Use/Intent: Bluegrass Center Area: While currently more auto-centric, this area has the potential to transition into a more walkable, vibrant center. Future uses should be integrated to include multi-story, mixed-use buildings; first floor retail and office uses; public use and spaces; entertainment and restaurant venues; and additional attached housing types such as townhouses. Both vehicular and pedestrian cross connections should be promoted between sites, providing for future connections through easements, and should collectively promote a vibrant, livable center to the neighboring university population.

Current Use: Vacant

Reason for Request: Develop a filling station

History: Applicant looking to develop a filling station with drive thru restaurant attached. If approved applicant will develop site plan.

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 Sections 30.3.A, 30.4.I and such other standards contained in this Ordinance that relate to the special uses under consideration.

Recommendation from Township Planner

Approve SUP 2019-06 on the condition that a site plan is approved by the Planning Commission and that all state licenses and permits are obtained.

Twp Planner
Peter Gallinat

Carey & Jaskowski

William L. Carey, J.D.
Richard J. Jaskowski, J.D.

Attorneys at Law
A Professional Limited Liability Company

2373 S. I-75 Business Loop
P.O. Drawer 665
Grayling, MI 49738
Phone: 989-348-5232
Fax: 989-348-7102

Email: wcarey@carey-jaskowski.com
rjaskowski@carey-jaskowski.com

Web Site: www.carey-jaskowski.com

August 26, 2019

Charter Township of Union
Attn: Peter Gallinat, Union Planner
2010 S. Lincoln
Mt. Pleasant, MI 48858

Sent via email and overnight mailing

RE: Special Use Permit

Dear Peter:

Pursuant to our earlier discussions, attached please find a copy of the application for Special Use Permit concerning the property located at the intersection of Broomfield Rd. and Isabella Rd. The application has been submitted to you via overnight mail along with the application fee of \$350.00. While our site plan is not yet complete, I have attached a topographic survey as well as a preliminary site plan to assist the Planning Commission with review of our application.

If we have failed to include any necessary information, or if you have any suggestions regarding our application, please contact me. In addition to reaching me at the office, at (989) 348-5232, you may also reach me by cell at (989) 619-2182. Your assistance throughout this process is sincerely appreciated, and I look forward to meeting you in person on September 17, 2019 prior to the Planning Commission meeting.

Sincerely,



Richard J. Jaskowski
Attorney at Law

RJJ/rah

Encls.

cc: File

P.S. Peter, we did not receive our preliminary site plan. I will email it to you tomorrow.

Thanks, Rich

APPLICATION FOR A SPECIAL USE PERMIT

I (we) Grayling Investors, L.L.C. OWNERS OF PROPERTY AT
TBD E. Broomfield Rd. LEGAL DESCRIPTION AS FOLLOWS:

Town 14 North, Range 4 West, Section 26; East 371 feet of North 814.2 feet,
of Northeast 1/4 of Section 26

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

I. Special Use For a filling station

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 a filling station on the property
described above

Give reason why you feel permit should be granted: See attached. Applicant believes
that all conditions pursuant to 30.4.I are met.

II. Junk Yard Permit requirements are:

Location of property to be used _____

Zoning of the area involved is _____

Zoning of the abutting areas _____

.....
Fees \$350.00 Signature of Applicant *Richard J. Jaskowski*

Grayling Investors, L.L.C.

Date 8/26/2019

By: Richard J. Jaskowski

Its: Vice President

Application for Special Use Permit
I. Attachment

Grayling Investors, L.L.C. has been organized for the purpose of constructing a co-development gas station, convenience store and fast food restaurant with drive-thru service on the southwest corner of the intersection of Broomfield Rd. and Isabella Rd. The parcel is approximately 6.9 acres, and is under contract for purchase between Grayling Investors, L.L.C. and Sellers.

The parcel is zoned B-4. Section 30.4.I. of the Union Township Zoning Ordinance permits filling stations in the B-4 district. Pursuant to the Zoning Ordinance, while filling stations are permitted in certain districts, prior to establishment of a filling station, a Special Use Permit must be issued.

Grayling Investors, L.L.C. is in the process of finalizing its site plan for submission to the township. At the time that this application is being filed, the site plan is not yet finalized, however for purposes of consideration of the Special Use Permit, Grayling Investors, L.L.C. has attached to this application a topographic survey (Exhibit A), as well as a preliminary site plan (Exhibit B).

Prior to contracting to acquire the subject parcel, Grayling Investors, L.L.C. conducted a market study of the thoroughfares leading to and from Mt. Pleasant. The L.L.C. determined that the subject parcel is located at an underutilized intersection given existing traffic counts, nearby multi-family housing, shopping districts, and industrial centers. The subject site lends itself well to a co-development business model.

As indicated in the attached exhibits, Grayling Investors, L.L.C. proposes to construct an aesthetically pleasing filling station, convenience store, and fast food restaurant. This establishment will provide convenient automobile fuel, food, and sundries for not only nearby residents of multi-family dwellings, but also commuters utilizing Isabella Rd. as an alternate route of Mission Rd. The above services are not currently offered in close proximity to the subject property. The subject property is located adjacent to an existing commercial enterprise, and the proposed use of the subject property will be constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area.

Grayling Investors, L.L.C., respectfully requests that the Planning Commission make a recommendation to the Charter Township of Union Board for approval of this application for a Special Use Permit concerning the subject property.

REAL ESTATE SALES AGREEMENT

This real estate sales agreement (the Agreement) is entered into on May 1, 2019 by and between James A. Motz, a single man, Amy L. Motz, a single woman, Robert E. McGearry, a married man, and The James A. Motz Living Trust, dated May 11, 2017, whose address is c/o Jim Engler, Coldwell Banker, Mt. Pleasant Realty and Associates, 304 E Broadway St Ste 208, Mount Pleasant, MI 48858 (Seller), and Grayling Investors, L.L.C., a Michigan Limited Liability Company whose address is 2373 S. I-75 Business Loop, PO Drawer 665, Grayling, MI 49738 (Buyer), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of a parcel of real property (Subject Property) located in the **City of Mount Pleasant**, Michigan, as described and shown on Exhibit A, which Buyer wishes to purchase consisting of approximately 6.9 acres of land, MLS# 1857381 as shown in Exhibit A. This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Subject Property from Seller.

2. **Purchase and sale.** Seller agrees to sell the Subject Property to Buyer, and Buyer agrees to purchase the Subject Property 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 Conditional Approval Period, this Agreement shall become binding on Buyer to purchase the Subject Property.

3. **Purchase price.** At closing, Buyer shall pay Seller the purchase price for the Subject Property of **Five Hundred and seventy-five thousand (\$575,000)** Dollars in immediately available funds (Purchase Price).

4. **Earnest money deposits.** On Seller signing this Agreement, Buyer shall deposit with an escrow agent of Seller's selection, **\$5,000.00** in certified funds as an earnest money deposit (the Initial Deposit). Escrow Agent will hold and disburse all earnest money as provided below. The Initial Deposit and any Additional Deposits (as subsequently defined), shall constitute a credit against the Purchase Price at closing.

5. **Due Diligence and Conditional Approval time periods.** Buyer shall have the right to conduct a conditional approval review and a due diligence review and secure financing of and for the Subject Property site as follows:

a. Buyer's obligations pursuant to this agreement are contingent upon a satisfactory site inspection by all members of Buyer, within the sole discretion of members, to be accomplished within 15 days of acceptance of this Real Estate Sales Agreement. If on or prior to expiration of the 15th day following Seller's acceptance of this agreement, 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 except those that expressly survive. If Buyer fails to

give notice within the aforereferenced 15 day period, this condition shall be deemed waived by Buyer.

b. The term Due Diligence Period shall mean the 90 day period beginning with the effective date of this Agreement. If Buyer has not obtained a certified appraisal that supports a valuation of the Subject Property at or above the Purchase Price, and if Buyer has not secured construction and permanent financing of \$3,000,000.00 for its development of the Subject Property by the expiration of the Due Diligence Period, Buyer may elect to extend the Due Diligence Period for up to two additional periods of 30 days each, to provide more time to receive those approvals, for a total of 150 days, by delivering written notice of that election to extend (the Extension Notice) to Seller, and a copy to Escrow Agent. For an Extension Notice to be effective, it shall include (i) any Additional Deposit required as set forth below and (ii) with the first Extension Notice, a written limited waiver by Buyer of issues and conditions with regard to the purchase of the Subject Property such that, following such an election to extend, Buyer will not be permitted to terminate this Agreement for any reason except for: (1) the failure of the local, state, or federal government to authorize any land use approvals, tax credits, or grants required for Buyer's development of the Subject Property; (2) condemnation of the Subject Property; (3) a failure of Buyer to obtain a certified appraisal that supports a valuation of the Subject Property at or above the Purchase Price; (4) a failure of Buyer to obtain construction and permanent financing for the development site as provided above; or (5) Seller's default.

c. As stated above, Buyer may elect up to two 30 day extensions of the Due Diligence Period (for a total of 150 days) by giving Seller and Escrow Agent successive Extension Notices of such an election before the expiration of the then existing Due Diligence Period and, for each extension of the Due Diligence Period, an additional deposit of \$1,000.00 in the form of a certified check. On receipt of a copy of the notice of the first 30 day extension, Escrow Agent shall promptly deliver the Additional Deposit to Seller. On receipt of a copy of the notice of the second 30 day extension, the Escrow Agent shall promptly deliver the second Extension Deposit to the Seller. With the exception of condemnation, a default by Seller, or except as otherwise indicated in this Agreement, the Additional Deposits delivered to Seller by Escrow Agent or the Buyer as set forth above will be the property of and be deemed earned by Seller and, on delivery to Seller, be nonrefundable to Buyer under this Agreement. Notwithstanding anything herein to the contrary, if the transaction described herein is consummated, all earnest money deposits advanced by the Buyer shall be a credit against the purchase price. Except as otherwise set forth herein, and, with exception of the circumstance set forth in paragraphs 5a and 5b above, if the transaction described herein fails to close, then in that event all earnest money deposits are forfeited unconditionally to the Seller and become the property of the Seller. All extension notices are to be delivered prior to the expiration of the Due Diligence Period.

d. If, on or before the expiration of the 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 except those that expressly survive. If Buyer fails to give 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 the Subject Property. During the Due Diligence and Approval Periods, Buyer and its respective employees, agents, contractors, and invitees shall have reasonable access to the Subject Property for the purpose of inspecting and evaluating same. While Buyer or its employees, agents, contractors, or invitees are on the Subject Property, (a) they shall not unreasonably interfere with any use of the Subject Property 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 Subject Property before the closing date. On completion of all such inspections and evaluations, Buyer shall return same substantially to its prior condition.

7. Closing date and possession. Buyer and Seller shall close the sale and purchase of within 30 days after the end of the Due Diligence Period. The Closing shall take place at a location mutually agreeable to Seller and Buyer.

8. Delivery of Documents. Within 15 days of signing of this Agreement, Seller shall deliver to Buyer a copy of the following documents:

a. a copy of the title insurance commitment for an owner's policy for the Subject Property prepared by an agent of Seller's selection with an effective date after the effective date of this agreement.

b. a copy of the legal description and any pre-existing surveys of the Subject Property. Should Buyer require a new survey, Buyer will acquire same at Buyer's cost. Notwithstanding anything else herein to the contrary, should a survey reveal a legal description or a boundary that is unsatisfactory to Buyer, then Buyer may withdraw from this agreement and transaction without penalty, and receive a refund of all earnest money deposits.

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 Development Site 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 Subject Property to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Subject Property 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;

(c) those easements, covenants, conditions, and restrictions recorded against the Development Site by Seller;

11. **Condemnation.** If all or any portion of the Subject Property 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 deposits 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 Subject Property 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, and Buyer shall have all available legal remedies, including 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 any Earnest Money deposits, shall promptly return the Deposits 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, and Seller shall have all available legal remedies.

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; at the sole option of the Buyer, Buyer will bear the cost of having a survey of the Subject Property, certified to the Buyer as referenced above; and the costs of any recording fees to record any 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.** To the extent a real estate commission or attorney fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee. All other terms notwithstanding, Seller shall pay the real estate commission related to this transaction. The listing broker and the broker producing the buyer will share the listing commission in a manner of which they shall agree. The listing broker is Coldwell Banker Mt.Pleasant Realty & Associates and the realtor producing the buyer is Jim Engler.

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 any earnest money deposits, Escrow Agent shall immediately return the Deposits to Buyer. If this agreement is not terminated, the Initial Deposit shall be delivered to Seller at closing. Notwithstanding the foregoing, on receipt of a written notice signed by both Seller and Buyer, Escrow Agent shall immediately deliver any Deposits 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 Initial Earnest Money Deposit and any Additional Deposits. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposits 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 Deposits until receipt by Escrow Agent of an authorization in writing, signed by both Seller and Buyer, directing the disposition of the Deposits. In the absence of any such authorization, Escrow Agent may hold the Deposits 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 transfer the Deposits to the authority of 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 Deposits 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 Subject Property 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 **Isabella 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.

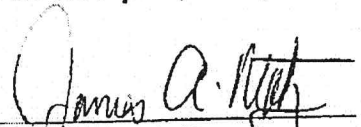
21. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original and all of which together constitute one and the same document.

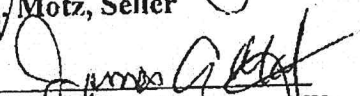
22. **Exhibits.** The following are exhibits to this Agreement: Exhibit A—Legal Description of the Subject Property.

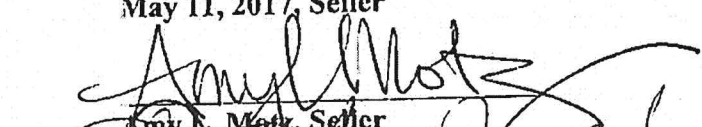
23. **Effective date.** The term “effective date” shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.

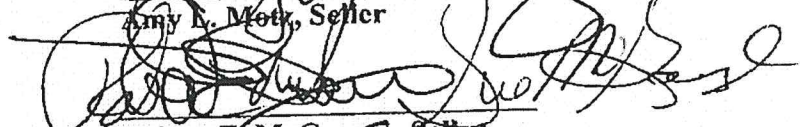
24. **This offer will expire on April 30, 2019 at 5:00 p.m., or upon Seller's receipt of revocation from Buyer, whichever is earlier.**

Dated: 5-3-19


James A. Motz, Seller


By: James A. Motz, Trustee of The James A. Motz Living Trust, dated May 11, 2017, Seller


Amy L. Motz, Seller


Robert E. McGearry, Seller

Dated: 5/11/19

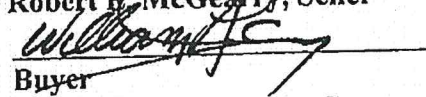

Buyer
Grayling Investors, LLC
By: William L. Carey
Its: Managing Member

EXHIBIT A

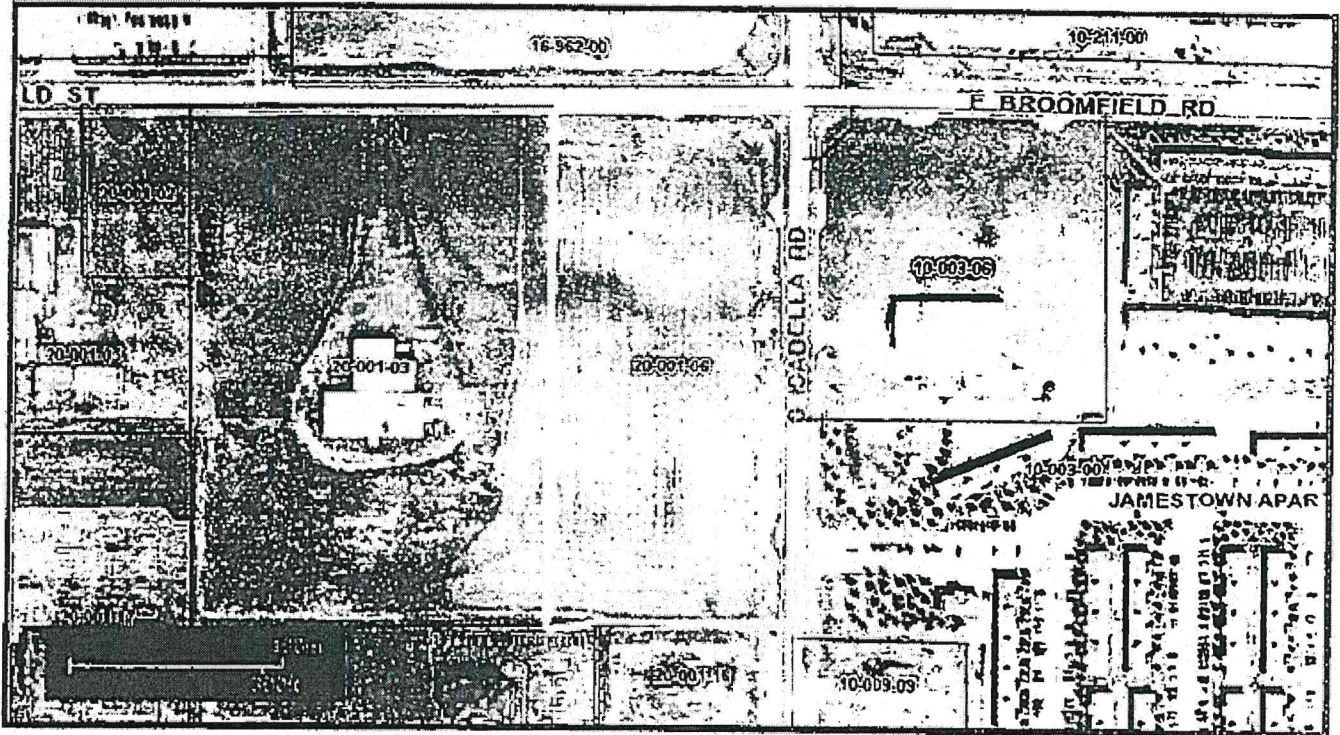


Isabella County GIS Tax Info

Parcel Report: 14-026-20-001-06

4/22/2019

9:25:54 AM

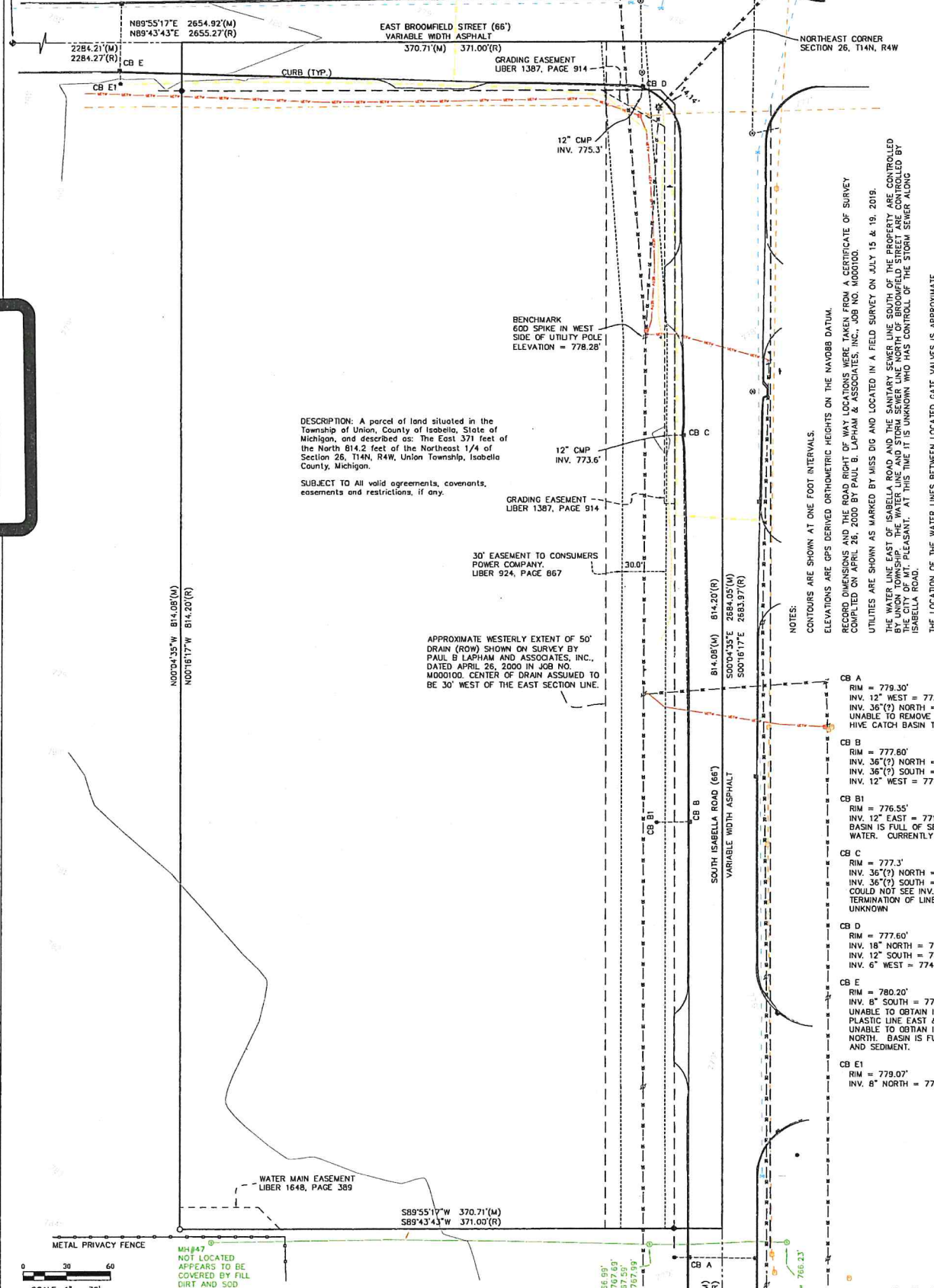


DESCRIPTION

T14N, R4W, SEC 26; E 371 FT OF N 814.2 FT OF NE ¼ OF SEC 26

TOPOGRAPHIC SURVEY

NORTH 1/4 CORNER
SECTION 26, T14N, R4W



N89°55'17"E 2654.92'(M)
N89°43'43"E 2655.27'(R)

EAST BROOMFIELD STREET (66')
VARIABLE WIDTH ASPHALT
370.71'(N) 371.00'(R)

NORTHEAST CORNER
SECTION 26, T14N, R4W

2284.21'(M)
2284.27'(R)

GRADING EASEMENT
LIBER 1387, PAGE 914

12" CMP
INV. 775.3'

BENCHMARK
600 SPIKE IN WEST
SIDE OF UTILITY POLE
ELEVATION = 778.28'

12" CMP
INV. 773.6'

DESCRIPTION: A parcel of land situated in the
Township of Union, County of Isabella, State of
Michigan, and described as: The East 371 feet of
the North 814.2 feet of the Northeast 1/4 of
Section 26, T14N, R4W, Union Township, Isabella
County, Michigan.

SUBJECT TO All valid agreements, covenants,
easements and restrictions, if any.

GRADING EASEMENT
LIBER 1387, PAGE 914

30' EASEMENT TO CONSUMERS
POWER COMPANY.
LIBER 924, PAGE 867

APPROXIMATE WESTERLY EXTENT OF 50'
DRAIN (ROW) SHOWN ON SURVEY BY
PAUL B LAPHAM AND ASSOCIATES, INC.,
DATED APRIL 26, 2000 IN JOB NO.
M000100. CENTER OF DRAIN ASSUMED TO
BE 30' WEST OF THE EAST SECTION LINE.

NOTES:
CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
ELEVATIONS ARE GPS DERIVED ORTHOMETRIC HEIGHTS ON THE NAVD83 DATUM.
RECORD DIMENSIONS AND THE ROAD RIGHT OF WAY LOCATIONS WERE TAKEN FROM A CERTIFICATE OF SURVEY
COMPLETED ON APRIL 26, 2000 BY PAUL B. LAPHAM & ASSOCIATES, INC., JOB NO. M000100.
UTILITIES ARE SHOWN AS MARKED BY MISS DG AND LOCATED IN A FIELD SURVEY ON JULY 15 & 19, 2019.
THE WATER LINE EAST OF ISABELLA ROAD AND THE SANITARY SEWER LINE SOUTH OF THE PROPERTY ARE CONTROLLED
BY THE CITY OF MOUNT PLEASANT. THE WATER LINE AND STORM SEWER LINE NORTH OF BROOMFIELD STREET ARE CONTROLLED BY
ISABELLA ROAD.
THE LOCATION OF THE WATER LINES BETWEEN LOCATED GATE VALVES IS APPROXIMATE.
INVERTS ON SANITARY MANHOLES #45 & 46 ARE TAKEN FROM CONSTRUCTION PLANS AND NEED TO BE VERIFIED.

- CB A
RIM = 779.30'
INV. 12" WEST = 772.50'
INV. 36"(?) NORTH = 770.50'
UNABLE TO REMOVE LID ON BEE
HIVE CATCH BASIN TO WEST
- CB B
RIM = 777.80'
INV. 36"(?) NORTH = 769.20'
INV. 36"(?) SOUTH = 769.30'
INV. 12" WEST = 771.50'
- CB B1
RIM = 776.55'
INV. 12" EAST = 771.85'
BASIN IS FULL OF SEDIMENT AND
WATER. CURRENTLY NO FLOW EAST
- CB C
RIM = 777.3'
INV. 36"(?) NORTH = 773.60'
INV. 36"(?) SOUTH = 773.60'
COULD NOT SEE INV. WEST
TERMINATION OF LINE NORTH
UNKNOWN
- CB D
RIM = 777.60'
INV. 18" NORTH = 773.30'
INV. 12" SOUTH = 774.90'
INV. 6" WEST = 774.90'
- CB E
RIM = 780.20'
INV. 8" SOUTH = 776.70'
UNABLE TO OBTAIN INVERT ON 6"
PLASTIC LINE EAST & WEST
UNABLE TO OBTAIN INVERT ON LINE
NORTH. BASIN IS FULL OF WATER
AND SEDIMENT.
- CB E1
RIM = 779.07'
INV. 8" NORTH = 776.97'

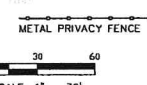
N00°04'35"W 814.08'(M)
N00°16'17"W 814.20'(R)

814.08'(M) 814.20'(R)
S00°04'35"E 2684.05'(M)
S00°16'17"E 2683.97'(R)

SOUTH ISABELLA ROAD (66')
VARIABLE WIDTH ASPHALT

S89°55'17"W 370.71'(M)
S89°43'43"W 371.00'(R)

WATER MAIN EASEMENT
LIBER 1648, PAGE 389



MH#47
NOT LOCATED
APPEARS TO BE
COVERED BY FILL
DIRT AND SOIL

- UNDERGROUND CATV / FIBER OPTIC / VAULT
- OVERHEAD UTILITY LINE / POLE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS LINE
- SANITARY SEWER / MANHOLE
- STORM SEWER / MANHOLE / CATCH BASIN
- UNDERGROUND TELEPHONE LINE / RISER
- WATER LINE / GATE VALVE / HYDRANT
- GUY ANCHOR
- STREET LIGHT SIGN

MH#45
RIM = 779.25'
INV. 18" EAST = 766.99'
INV. 18" SOUTH = 767.69'
INV. 15" WEST = 767.59'
INV. 15" NORTH = 767.89'

MH#45
RIM = 778.33'
INV. 18" WEST = 766.23'

- ◆ SECTION / QUARTER CORNER
- 1/2" ROD FOUND
- 1/2"x18" REROD WITH CAP 43046

Brand Land Surveying LLC
533 Covertville Drive
Grand Rapids, Michigan 49506
616-732-8077
www.brandlandsurveying.com

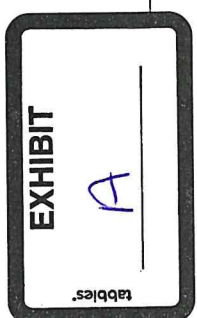


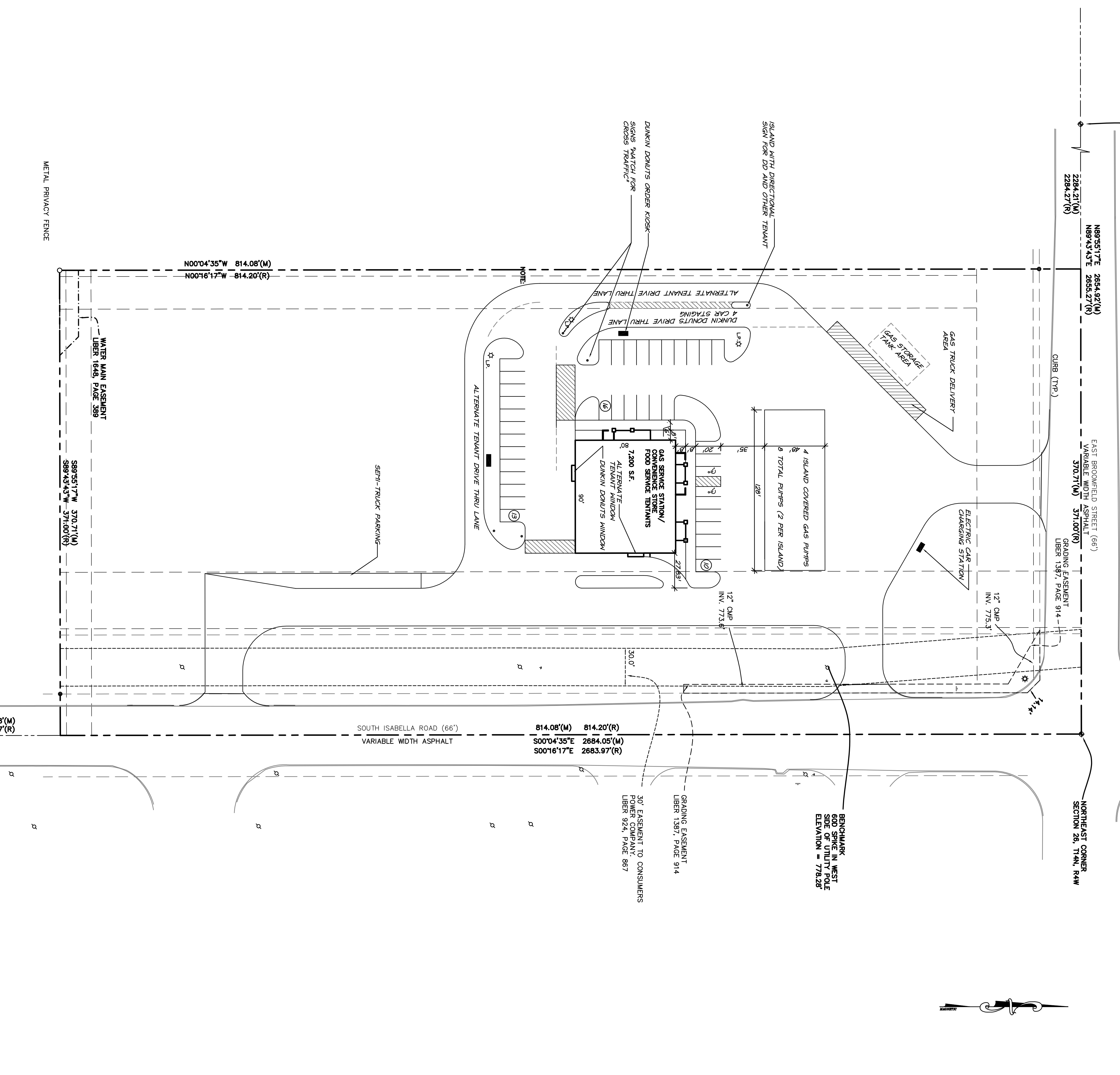
Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

Date: _____

Client: BIGH JACKSON
Location: SECTION 26, T14N, R4W
Union Township
ISABELLA COUNTY

Date: 8/13/2019 File No: 195154
Page: 1 of 1





NOTES

1. CONTRACTOR MUST CALL "MISS-DIG" 72 HOURS PRIOR TO THE START OF CONSTRUCTION. (1-800-482-7171)
2. SITE LAYOUT IS PARALLEL TO THE EAST PROPERTY LINE. (CENTRELINE OF ISABELLA ROAD)
3. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION AND DEMOLITION MATERIALS FROM THE SITE.
4. BENCHMARK #1 - 600 SPIKE IN WEST SIDE UTILITY POLE. ELEVATION = 778.28
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS. ALL UTILITIES SHALL BE DEPTH MARKED AND WITH THE MUNICIPAL STANDARDS FOR UNION TOWNSHIP.
6. ALL WORK SHALL BE IN CONFORMANCE WITH MOSHIA
7. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH M.U.T.C.S.

SITE INFORMATION

ZONING INFORMATION

CURRENT ZONING: B-4 & B-5
 PROPOSED ZONING: GENERAL/HIGHWAY COMMERCIAL
 SITE REGULATIONS: SECTION 29
 MINIMUM LOT WIDTH: 80' FEET (370'+ PROP.)
 FRONT YARD SETBACK = 50 FEET (64'+ PROP.)
 REAR YARD SETBACK = 25 FEET (60'+ PROP.)
 MAX. BLDG. HEIGHT = 35'

PARKING (SECTION 10.2B)

PARKING REQUIRED:
 2/3/STALL OF TILING STATION
 PROPOSED PARKING:
 6 EMPLOYEES
 16 TOTAL PUMP STALLS = 16x2 = 32 SPACES
 TOTAL SPACES REQUIRED = 6 + 32 = 38 SPACES
 TOTAL CURRENT PARKING REQUIRED = 38 SPACES
 TOTAL H.C. REQUIRED = 2 SPACES (1 VAN ACCESS)
 TOTAL H.C. PROVIDED = 2 SPACES (2 VAN ACCESS)
 TOTAL PARKING PROVIDED = 38 SPACES
 PARKING SPACES = 20'-10"
 DRIVE WIDTHS = MIN. 24' WIDE

LEGEND

- ① PARKING COUNT
- REGULAR SIDEWALK
- ★ L.P. LIGHT POLE

LANDSCAPING

ALL LANDSCAPING SHALL BE PER THE UNION TOWNSHIP ORDINANCE REQUIREMENTS

LIGHTING

ALL LIGHTING SHALL MEET THE UNION TOWNSHIP ORDINANCE REQUIREMENTS

SIGNAGE (SECTION 11)

SIGN SHALL BE FREE STANDING AND SHALL MEET ALL ORDINANCE REQUIREMENTS

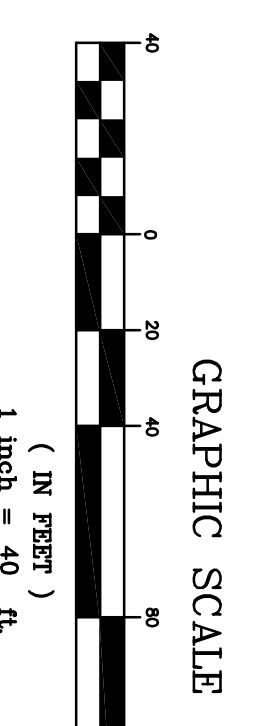
SEWER AND WATER

BUILDING WILL BE SERVED WITH PUBLIC SEWER & WATER PER THE LOCAL UTILITY AUTHORITY STANDARDS.

STORM WATER

ALL ON-SITE DRAINAGE SHALL BE CONTROLLED AND DETAINED PER ISABELLA COUNTY AND THE UNION TOWNSHIP ORDINANCE STANDARDS

NOTE:



PREPARED BY:
PRACTICAL ENGINEERS, INC.
 9091 HELEN WHITE DRIVE
 LAKE ANN, MI. 49650
 PHONE: (231) 275-5066
 FAX: (231) 275-5076
 pengineer@practical.com

PREPARED FOR:
WILLIAM L. CAREY
 2373 I-75 BUSINESS LOOP
 GRAYLING, MICHIGAN

FILE: BASE101-426
 DESIGNED BY: SKR
 DRAWN BY: SKR
 CHECKED BY: SKR
 DATE: 8/24/19
 PROJECT NO.: 101.428
 SHEET NO.: C2.0

SITE PLAN FOR SPECIAL USE APPLICATION

COMMERCIAL - GAS STATION/FOOD SERVICE

NE CORNER OF ISABELLA & BROOMFIELD
 MOUNT PLEASANT, MICHIGAN

REVISIONS	
DATE	DESCRIPTION
08/26/19	PRELIMINARY SITE PLAN

UNION TOWNSHIP PUBLIC HEARING NOTICE –Special Use Permit

NOTICE is hereby given that a Public Hearing will be held on Tuesday, September 17, 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 **Grayling Investors LLC (as authorized by McGarry Robert E & Motz James & Amy)** A special use for a Filling Station in a B-4/B-5 District parcel.

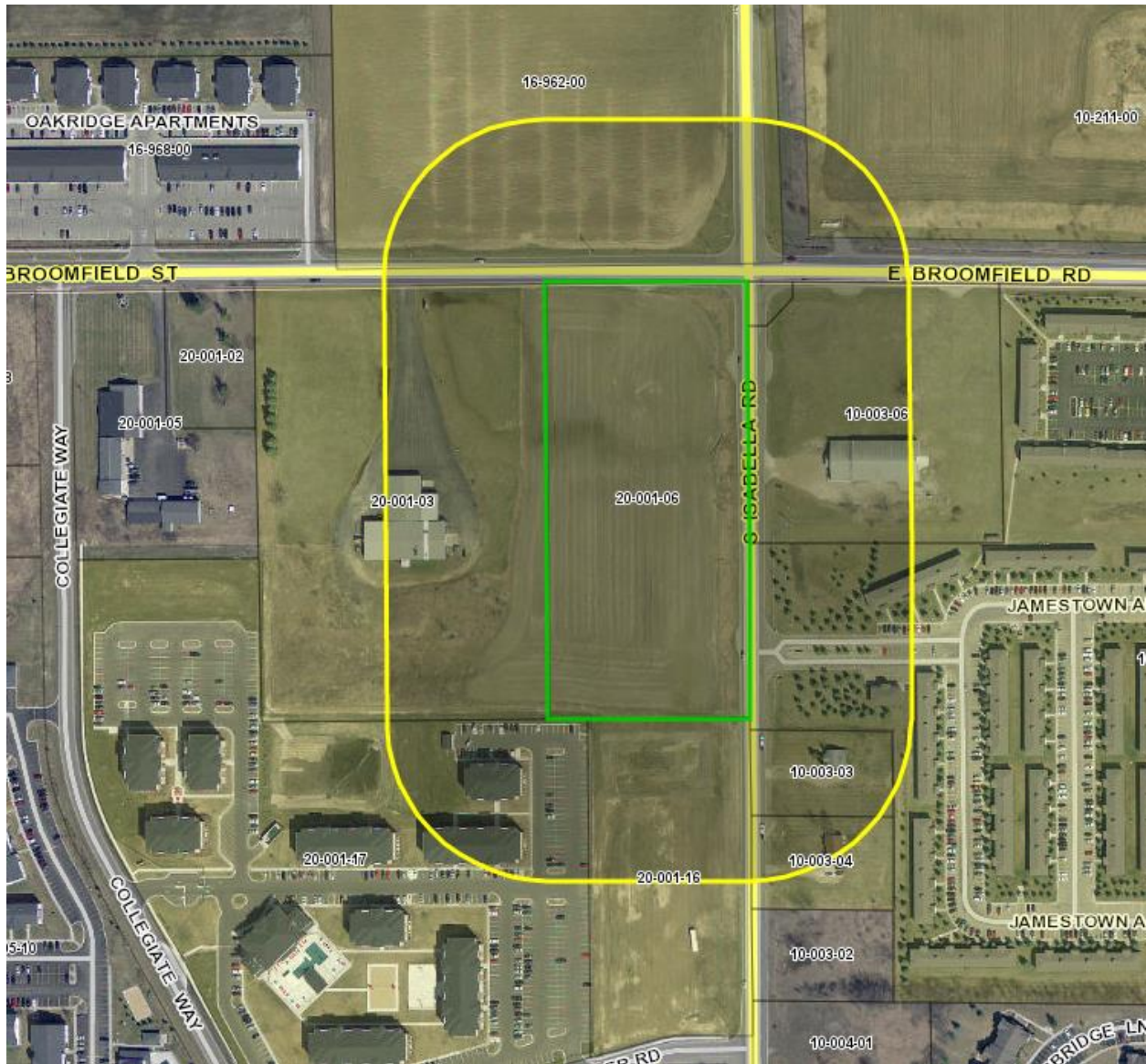
Legal Description of properties: T14N R4W, SEC 26; E 371 FT OF N 814.2 FT OF NE 1/4 OF SEC 26. 03-20-96 PARCEL SPLIT FROM 001-00

These properties located at: S. Isabella Rd. MOUNT PLEASANT, MI 48858
PID 14-026-20-001-06

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



The subject parcel is highlighted in GREEN. The subject parcel is zoned B-4/B-5. Applicant is seeking a special use for a filling station (gas station) The YELLOW border around the subject parcel represents a 300ft radius. Property owners within this 300ft radius are sent notice of a public hearing for the requested special use.



COYNE LLC
PO BOX 9
MT PLEASANT, MI 48804-0009

JAMESTOWN MT PLEASANT APT LLC
PO BOX 222
MOUNT PLEASANT, MI 48804-0222

ISABELLA ROAD LLC
PO BOX 653
MOUNT PLEASANT, MI 48804-0653

ISABELLA ROAD LLC
PO BOX 653
MOUNT PLEASANT, MI 48804-0653

ISABELLA CO ROAD COMMISSION
2261 E REMUS RD
MT PLEASANT, MI 48858

PORPOISES' PURPOSE LLC
4069 S ISABELLA RD
MT PLEASANT, MI 48858

J4L PROPERTY LLC
4650 E PICKARD RD
MOUNT PLEASANT, MI 48858

MCGARRY ROBERT E &
210 FIRST ST
SHEPHERD, MI 48883

HSRE-QUAD V HOLDING 2 LLC
71 S WACKER DR STE 3575
CHICAGO, IL 60606

HSRE-QUAD V HOLDING 2 LLC
71 S WACKER DR STE 3575
CHICAGO, IL 60606

SSG PROPERTIES INC LLC
711 W PICKARD ST, STE G
MT PLEASANT, MI 48858

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

CHARTER TOWNSHIP OF UNION
2010 S Lincoln

Mount Pleasant, MI 48858
Attention: KIM SMITH

STATE OF MICHIGAN,
COUNTY OF ISABELLA

The undersigned Linda Hamlin Linda Hamlin, 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:

CHARTER TOWNSHIP OF UNION

Published in the following edition(s):

Morning Sun 08/31/19
morningstarpublishing.com 08/31/19

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Special Use Permit

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These properties located at: S. Isabella Rd. MOUNT PLEASANT, MI 48858
PID 14-026-20-001-06

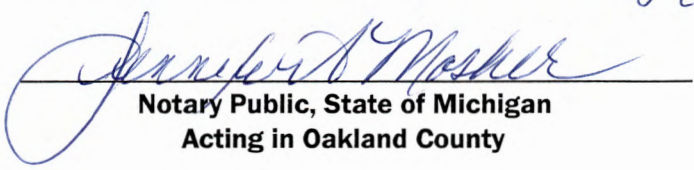
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Peter Gallinat,
Township Planner

Published August 31, 2019

Sworn to the subscribed before me this 14th day of Sept 2019


Notary Public, State of Michigan
Acting in Oakland County

JENNIFER A. MOSHER
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES 08/29/2022
ACTING IN THE COUNTY OF Oakland

Advertisement Information

Client Id: 531226 Ad Id: 1865196 PO: Sales Person: 200308

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

6) The Site of a Tower shall not serve as a regular place of employment for any employees of the owner or lessee of the Tower.

7)..All parking areas shall be located on site and be hard surfaced unless an alternative surfacing material is approved by the Planning Commission.

8) Tower structures and communication facilities shall incorporate a color scheme which reduces visual impact.

9) The use of guide wires is strictly prohibited. Only monopole towers are allowed.

G. Conservation Areas, Public or Private, and Structures for the Conservation of Water, Soil and Open Space, Forest, and Wildlife Resources, Provided:

1. They are located only in AG Districts.

H. Country Clubs and Golf Courses, Provided:

1. They are located within AG, R-1, R-2A, R-2B, and R-3 Districts.
2. Entrances and exits as specified in Section 30.4.B.2, above.
3. A minimum front yard of one hundred (100) feet shall separate all uses, operations, and structures permitted herein, and shall be landscaped in accordance with plans approved by the Planning Commission.
4. No principal or accessory building shall be closer than fifty (50) feet from any abutting residentially zoned boundary line or in any event within two hundred (200) feet of any existing residential dwellings located on abutting property.
5. Driveways and parking areas as specified in Section 30.4.B.2.

I. Filling Stations for the Sale of Gasoline, Oil, Minor Accessories, and Other Incidental Service, Provided:

1. They are only located in AG, B-4, B-5, B-6, or B-7 Districts.
2. The curb cuts for access to a filling station shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from adjacent residential Districts.
3. The minimum lot area shall be fifteen thousand (15,000) square feet and so arranged that ample space is available for motor vehicles that are required to wait. Filling stations that are intended solely for the sale of gasoline, oil, and minor accessories; having no facilities for repair or servicing of automobiles (including lubricating facilities); may be permitted on lots meeting the minimum lot area requirements of the District they are located in.
4. No principal or accessory building shall be closer than fifty (50) feet from any abutting residentially zoned boundary line or in any event within one hundred (100) feet of any existing residential dwellings located on abutting property.
5. Driveways and parking areas as specified in Section 30.4.B.2.

6. All lighting shall be shielded from adjacent Districts.

J. Group Day-Care Homes:

1. Group day-care homes are only located within AG, R-1, R-2A, R-2B, and R-3 Districts.
2. The home shall not be located closer than one thousand five hundred (1,500) feet to any of the following:
 - a) Another licensed group day-care home.
 - b) Another adult foster care small group home or large group home licensed under the Adult Foster Care Facility Licensing Act, Act 218 of the Public Acts of 1979.
 - c) A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people licensed under Article 6 of the Public Health Code, Act 368 of the Public Acts of 1978.
 - d) A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the Department of Corrections.

Group day-care homes must have appropriate fencing for the safety of the children in the group day-care home as determined by the Township Zoning Administrator.

Group day-care homes must maintain the property consistent with the visible characteristics of the neighborhood as determined by the Zoning Administrator.

Group day-care homes do not exceed sixteen (16) hours of operation during a twenty- four (24) hour period.

One (1) off-street parking space shall be provided for each employee not residing in the residential home.

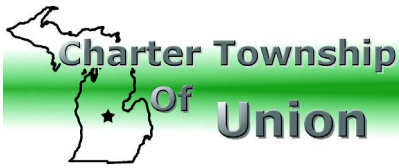
One (1) sign announcing the service shall be permitted as regulated in Section 11.7.

K. Hunting Clubs or Gun Clubs, Provided:

1. They are only located within AG Districts.
2. Driveways and parking areas as specified in Section 30.4.B.2.

L. Junk Yards, Provided:

1. They be located within I-2 Districts.
2. They shall be licensed under the provisions of Act 641 of the Public Acts of 1978, as amended.
3. All uses shall be established and maintained in accordance with all applicable State laws.
4. The site shall be a minimum of five (5) acres in size.



To: Board of Trustees
From: Trustee Woerle
Date: 10/2/2019
Re: 2020 SCIT 2% Grant Application Discussion

Global Ends - #3 Safety

1. **Broadway/Isabella Intersection** – Left turn signals/lane - similar to the projects at other intersections on Isabella (collaborative project with ICRC)
2. **Speed Zones/Safety Lights** – At Mary McGuire and Renaissance Schools during school hours, especially during arrivals and departures (collaborative project with ICRC)
3. **Crawford Road (Between Broomfield and Deerfield Roads)** - Widening of shoulders and decrease speed limit to 45 mph (collaborative project CMU, ICRC, City, others)
4. **Meridian Road (M20 to 2nd Bridge)** – Repave (collaborative project – Deerfield Township, ICRC)

Global Ends - #4 Health

1. **Inter-Local Pathway Connector – Area A (Deerfield Rd – Dennison Connector)** - Non-motorized pathway benefiting residents/students (collaborative project with CMU, City and others)
2. **Pathway / Bridge** – Connecting O’Connor and McDonald Subdivisions
3. **Sidewalk / Pathway – Harris/Crawford Road** - River to Pickard Road, preferably East side (This is part of pathway plan phase 4)

Charter Township of Union



To: Township Board of Trustees
From: Mark Stuhldreher, Township Manager
Subject: Policy Governance Review
Date: October 2, 2019

Policy Review: 2.10 - Communications and Support to the Board
Type of Review: Internal
Review Interval: Annual
Review Month: September 2019

Policy Wording

The Township Manager shall not permit the board to be uninformed or unsupported in its work.

Further, without limiting the scope of the foregoing by this enumeration, the Manager shall not:

2.10.1 Neglect to submit monitoring data required by the board (see policy on Monitoring Township Manager Performance) in a timely, accurate and understandable fashion, directly addressing provisions of board policies being monitored.

2.10.2 Let the board be unaware of relevant trends, anticipated adverse media coverage, threatened or pending lawsuits, collective bargaining strategies, significant external and internal situations, particularly changes in the assumptions upon which any board policy or decision has previously been established.

2.10.3 Fail to advise the board if, in the Township Manager's opinion, the board is not in compliance with its own policies on Governance Process and Board-Township Management Linkage, particularly in the case of board behavior which is detrimental to the work relationship between the board and the Township Manager.

2.10.4 Fail to marshal for the board as many staff and external points of view, issues and options as needed for fully informed board choices.

2.10.5 Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and everything else for information only.

2.10.6 Fail to provide a mechanism for official board, officer or committee communications.

2.10.7 Fail to deal with the board as a whole except when (a) fulfilling individual requests for information or (b) responding to officers or committees duly charged by the board.

2.10.8 Fail to report in a timely manner an actual or anticipated noncompliance with any policy of the board.

2.10.9 Fail to supply for the consent agenda all items delegated to the Township Manager yet required by law or contract to be board-approved, along with the monitoring assurance pertaining thereto.

2.10.10 Fail to provide monthly financial statements to keep the Board informed, as well as quarterly ROI report on water and sewer usage.

Manager Interpretation

The Township Manager interprets this policy to mean the Board of Trustees in its entirety, shall be made aware of any material information that would impact the policy making role of the board. The manager shall also gather all relevant information and present it to the board in a concise way that will assist the board in its policy making capacity. The manager shall prepare and submit monitoring reports according to the approved schedule and include data that the board deems important. The manager shall also advise the board if, in the manager's opinion, the board is not in compliance with its own governance process.

Justification for reasonability

The Township Manager has determined that the interpretation is reasonable based on the wording reflected in the policy itself.

Data

- Monitoring reports are presented timely as called for in the Governing Policy schedule
- The Manager's Monthly Activity report keeps the board timely informed of operational activities, upcoming agenda items and other information of interest.
- The consent portion of the meeting agenda was utilized to allow more time during a business meeting for the board to focus on policy level matters
- Study sessions were held to bring external input in the areas of the policy governance model, water/wastewater utility financing principles and water softening options
- The Township Manager, whether by email or personal conversations, ensure that all members of the board are kept up to date concerning potentially high-profile matters or potential adverse actions concerning the township. It is acknowledged that this activity can always be improved upon. Examples over the past year include:
 - the board received several communications (electronic, closed session, etc.) regarding the Pung matter both from me and the township attorney as appropriate;
 - the board received several communications regarding the Construction Code Commission matter;
 - several closed sessions were held to keep the board abreast of MTT cases;
 - the board received several communications (electronic, closed session, etc.) regarding the Lux matter both from me and the township attorney as appropriate;
 - The board was kept up to date regarding the statewide PFAS/PFOA testing matter
 - The board was kept informed regarding the assessment roll not being delivered timely to the local board of review
 - appropriate personnel matters were brought to the board's attention timely
 - information requested during board meetings is responded to in a timely manner
 - the board was informed when the administration made an error in Tier 3 Reporting Procedure to EGLE
 - MTA training session information is routinely provided to the board so they may increase their governance capacity and explore individual areas of interest

- The Township Manager through the use of the agenda item materials submits all information that would be relevant to assisting the Board of Trustees when making purchasing decision or approving contracts

Compliance

In compliance with policy as indicated.



REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: October 2, 2019
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 10/09/2019
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 4.0 – Global Governance-Management Connection	

Current Action Emergency

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

Finance Approval MDS

BACKGROUND INFORMATION

The Board Governance Policy was originally adopted in 2010 with subsequent amendments in 2013, 2014, 2018 and the summer of 2019. The purpose of the Policy is to assist the Board of Trustees in the execution of their duties as a policy making body. Through the articulation of various policies within the totality of the document, the Board of Trustees is encouraged to focus on long term organizational outputs and the discharge of its fiduciary responsibilities.

Certain policies, such as Policy 4.0 (Global Governance-Management Connection), are to be reviewed and monitored for compliance on an annual basis.

Board Policy 4.0 – Global Governance-Management Connection

The Policy states:

The board’s primary connection to the operational organization, its achievements and conduct will be through a Chief Executive Officer, titled Township Manager.

However, because of the nature of township government and its election of department heads in the titles of Township Supervisor, Township Clerk and Township Treasurer, policies of the board shall reflect the term the Township Management Team, intending the inclusion of the Township Manager, Supervisor, Clerk and Treasurer within the scope of their duties as defined by law.

In the event no person is designated Township Manager, the Township Supervisor is considered the chief executive officer for the development of the township budget. (MCL 141.422b (e))

Attached is an evaluation section that can be used for the review/discussion of Policy No. 4.0.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

An annual review of Board Policies allows for the Board of Trustees to monitor itself regarding adherence to policies that apply to the Board of Trustees.

PROJECT IMPROVEMENTS

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

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

COSTS

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

Board Compliance Monitoring Tool

Policy: 4.0 – Global Governance-Management Connection
Type: Direct Inspection
Occurrence: Annual
Date: September 2019

Policy:

The board’s primary connection to the operational organization, its achievements and conduct will be through a Chief Executive Officer, titled Township Manager.

However, because of the nature of township government and its election of department heads in the titles of Township Supervisor, Township Clerk and Township Treasurer, policies of the board shall reflect the term the Township Management Team, intending the inclusion of the Township Manager, Supervisor, Clerk and Treasurer within the scope of their duties as defined by law.

In the event no person is designated Township Manager, the Township Supervisor is considered the chief executive officer for the development of the township budget. (MCL 141.422b (e))

Use this evaluation form for discussion at the Board of Trustees Meeting on October 9, 2019.

Review all sections of the policy listed and evaluate our compliance with policy.

1. Indicate item by item if you believe **Yes** or **No** are we in strict compliance with the policy as stated?

2. If you indicated that the Board is not in strict compliance with the policy as stated, please indicate what you notice that gives evidence that we are not in compliance?

3. How do you think we could improve our process to be in full compliance?

4. What do we need to learn or discuss in order to live by our policies more completely?



REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees	DATE: October 1, 2019
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 10/9/2019
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 4.1 – Unity of Control	

Current Action Emergency

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

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

The Board Governance Policy was originally adopted in 2010 with subsequent amendments in 2013, 2014, 2018 and the summer of 2019. The purpose of the Policy is to assist the Board of Trustees in the execution of their duties as a policy making body. Through the articulation of various policies within the totality of the document, the Board of Trustees is encouraged to focus on long term organizational outputs and the discharge of its fiduciary responsibilities.

Certain policies, such as Policy 4.1 (Unity of Control), are to be reviewed and monitored for compliance on an annual basis.

Board Policy 4.1 – Unity of Control

The Policy states: Only officially passed motions of the board are binding on Township Management Team.

Accordingly:

4.1.1 Decisions or instructions of individual board members, officers, or committees are not binding on the Township Manager except in rare instances when the board has specifically authorized such exercise of authority.

4.1.2 In the case of board members or committees requesting information or assistance without board authorization, the Township Manager can refuse such requests that require, in the Township Manager’s opinion, a material amount of staff time, or funds, or is disruptive.

Attached is an evaluation section that can be used for the review/discussion of Policy No. 4.1.

SCOPE OF SERVICES

Not applicable

JUSTIFICATION

An annual review of Board Policies allows for the Board of Trustees to monitor itself regarding adherence to policies that apply to the Board of Trustees.

PROJECT IMPROVEMENTS

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

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

COSTS

Not applicable

PROJECT TIME TABLE

Not applicable

RESOLUTION

Not applicable

Board Compliance Monitoring Tool

Policy: 4.1 – Unity of Control
Type: Direct Inspection
Occurrence: Annual
Date: September 2019

Policy:

Only officially passed motions of the board are binding on Township Management Team”.

Accordingly:

4.1.1 Decisions or instructions of individual board members, officers, or committees are not binding on the Township Manager except in rare instances when the board has specifically authorized such exercise of authority.

4.1.2 In the case of board members or committees requesting information or assistance without board authorization, the Township Manager can refuse such requests that require, in the Township Manager’s opinion, a material amount of staff time, or funds, or is disruptive.

Use this evaluation form for discussion at the Board of Trustees Meeting on October 9, 2019.

Review all sections of the policy listed and evaluate our compliance with policy.

1. Indicate item by item if you believe **Yes** or **No** - are we in strict compliance with the policy as stated?

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