



Economic Development Authority Board (EDA)

Regular Meeting – Township Hall

Tuesday, October 18, 2016

5:15 p.m.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF REGULAR MEETING MINUTES SEPTEMBER 20, 2016
5. PUBLIC COMMENT
6. REPORTS
 - A. ACCOUNTS PAYABLE
EAST D.D.A. DISTRICT #248
WEST D.D.A. DISTRICT #250
WEST D.D.A. DISTRICT #396
 - B. FINANCIAL STATEMENTS:
EAST D.D.A. DISTRICT: OPERATING FUND #248
WEST D.D.A. DISTRICT: OPERATING FUND #250
– BOND DEBT RETIREMENT FUND #396
7. NEW BUSINESS
 - MMI CONTRACTS–REQUEST FOR ACTION
8. PENDING BUSINESS
 1. BOARD APPOINTMENTS/TERMS
 2. PROJECT LIST REVIEW: EAST AND WEST DDA
9. ADJOURNMENT UNTIL NEXT REGULAR EDA MEETING NOVEMBER 15, 2016

**Charter Township of Union
Economic Development Authority Board (EDA)
Regular Board Meeting
Tuesday, September 20, 2016**

MINUTES

CALL TO ORDER

Chairman Kequom called to order the EDA Board Meeting at 5:19 pm.

ROLL CALL

Present: Kequom, Perry, Alwood, Zalud, Elmore, Figg, Chowdhary, Smith, Hunter, Bacon
Excused: Johnson

Others Present: Mark Stuhldreher, Township Manager; Kim Smith, Public Works Coordinator; Angela Schofield, Building Dept. Clerk

APPROVAL OF AGENDA

MOTION by **Zalud** SUPPORTED by **Elmore** to approve the agenda as presented. MOTION CARRIED 10-0.

APPROVAL OF MINUTES

MOTION by **Alwood** SUPPORTED by **Figg** to approve minutes from the August 16, 2016 meeting as presented.
MOTION CARRIED 10-0.

PUBLIC COMMENT – None

ACCOUNTS PAYABLE/ FINANCIAL STATEMENTS

Discussion was held on the accounts payable, the payment of \$337,534.96 to the Isabella Road Commission for the Enterprise Park Project, including the review of certification documents for the project.

MOTION by **Elmore** SUPPORTED by **Zalud** to approve the East EDA accounts payable as presented. MOTION CARRIED 10-0.

MOTION by **Zalud** SUPPORTED by **Alwood** to approve the West EDA accounts payable as presented. MOTION CARRIED 10-0.

The Board reviewed the financial statements, as well as the reporting format. The Financials were Received and Filed by Chairman Kequom.

NEW BUSINESS

Mr. Alwood gave an update on miscellaneous projects regarding installation of the welcome banners, irrigation, etc.

EXISTING BUSINESS

1. BOARD APPOINTMENTS/TERMS – IN PROCESS

Discussion was held on Board appointments; Mr. Stuhldreher reviewed the process currently under way.

ACTION ITEM: Provide Board an updated Roster including terms when the process is complete.

2. PROJECT LIST REVIEW: EAST AND WEST EDA – IN PROCESS

Discussion held, research work in process. Mr. Zalud suggested identifying /reviewing a few projects this winter and prepping to have them in pipeline for next spring.

3. MMI CONTRACTS – IN PROCESS

New contracts received/reviewed and sent back to MMI for signatures, will present to Board at next meeting.

4. MANHOLE REHABILITATION

Ms. Smith reviewed Request for Action, answered Board questions regarding project and bid process. Discussion included: contractor to post performance/payment bonds, contractor will be using a spray on application rather than cure in place method, John Bebow will be acting as Inspector, project also to be tested by third-party and witnessed by Township staff .

Chairman Kequom stated he liked the new Request for Action form, and hoped it would be a template for all future Board action items.

MOTION by **Alwood** SUPPORTED by **Perry** to award bid to Cully Contracting in the amount of \$75,012.00 for the rehabilitation of (16) sanitary sewer manholes as specified in the bid documents. MOTION CARRIED 10-0.

ACTION ITEM: Ms. Smith to award bid, prepare contract and send to Mr. Kequom for signature.

Chairman Kequom adjourned the meeting at 5:49

APPROVED BY

Secretary, Mr. Chowdhary

(Recorded by Angela Schofield)

10/10/2016 01:05 PM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 09/21/2016 - 10/18/2016

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 248 EDDA CHECKING					
09/29/2016	248	16 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	686.83
10/18/2016	248	3927	00081	BRITTEN BANNERS INC	840.66
10/18/2016	248	3928	00722	CHARTER TOWNSHIP OF UNION	7,112.70 V
10/18/2016	248	3929	00333	ISABELLA COUNTY ROAD COMMISSION	46,870.08
10/18/2016	248	3930	00450	M M I	539.10
10/18/2016	248	3931	00530	PLEASANT THYME HERB FARM	2,030.00
10/18/2016	248	3932	00722	CHARTER TOWNSHIP OF UNION	7,112.70
248 TOTALS:					
Total of 7 Checks:					65,192.07
Less 1 Void Checks:					7,112.70
Total of 6 Disbursements:					58,079.37

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 248 EDDA CHECKING						
09/29/2016	248	16 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	4900 E PICKARD ST 5157 E PICKARD ST 5157 E PICKARD ST 2029 2ND ST 5325 E PICKARD ST 5770 E PICKARD ST #A 5770 E PICKARD ST #B 5771 E PICKARD RD #A 5771 E PICKARD RD #B 4592 E PICKARD ST #A 4592 E PICKARD ST #B 4675 E PICKARD ST 4923 E PICKARD ST 2027 FLORENCE ST 1940 S ISABELLA RD	35.30 46.58 23.28 88.36 94.90 60.16 23.42 54.66 23.42 60.28 23.28 35.76 39.18 33.04 45.21
						686.83
10/18/2016	248	3927	00081	BRITTEN BANNERS INC	BANNERS FOR EDA	840.66
10/18/2016	248	3928	00722	CHARTER TOWNSHIP OF UNION	US 27 OVERPASS	408.45 V
Void Reason: Voided Check Range Void Utility						
5662 1 E PICKARD						750.15 V
Void Reason: Voided Check Range Void Utility						
5655 E PICKARD						1,263.10 V
Void Reason: Voided Check Range Void Utility						
4929.1 E PICKARD						3,177.85 V
Void Reason: Voided Check Range Void Utility						
4858.1 E PICKARD						1,513.15 V
Void Reason: Voided Check Range Void Utility						
						7,112.70
10/18/2016	248	3929	00333	ISABELLA COUNTY ROAD COMMISSION	ENTERPRISE DRIVE FINAL BILL	46,870.08
10/18/2016	248	3930	00450	M M I	PARK BENCH GROUND MAINT.	539.10
10/18/2016	248	3931	00530	PLEASANT THYME HERB FARM	WATER BASKETS / WEED FLOWERS	2,030.00
10/18/2016	248	3932	00722	CHARTER TOWNSHIP OF UNION	US 27 OVERPASS	408.45
5662 1 E PICKARD						750.15
5655 E PICKARD						1,263.10
4929.1 E PICKARD						3,177.85
4858.1 E PICKARD						1,513.15
						7,112.70
						7,112.70
248 TOTALS:						
Total of 7 Checks:						65,192.07
Less 1 Void Checks:						7,112.70
Total of 6 Disbursements:						58,079.37

**Charter Township of Union
East Downtown Development Authority
September, 2016**

September Expenditures:

to Isabella Road Comm for Enterprise Park	\$	46,870.08
to Union Twp for Water for Irrigation		7,112.70
To MMI for Park Bench Ground Maint		539.10
Flower/Landscape Maintenance		2,030.00
to Consumers for Electrical		686.83
to Brittan Banners for Banners		840.66

Total \$ 58,079.37

Cash Balance 9/30/2016 \$ 859,890.57

Charter Township of Union East Downtown Development Authority Interim Financial Statements - Unaudited As of 9/30/2016

	9/30/2016 Activity	YTD Actual	YTD Budget	% Budget Used
Revenues				
Property Taxes Captured-Actual	\$ -	\$ 428,526.90	\$ 421,349.00	101.70%
Interest Income	184.61	1,471.02	1,000.00	147.10%
Other Revenue	-	101.09	500.00	20.22%
Total Revenues	184.61	430,099.01	422,849.00	101.71%
Expenditures				
Current				
Personnel Services	-	-	5,520.00	0.00%
Public Safety-Fire Protection	-	60,775.00	60,776.00	0.00%
Community & Economic Dev				
Prof/Contractual Services	539.10	8,341.67	13,500.00	61.79%
Sidewalk Snowplowing	-	5,175.00	5,000.00	103.50%
Irrigation/Lighting Repairs	-	5,314.56	2,500.00	212.58%
Flower/Landscape Maintenance	2,030.00	14,937.50	17,000.00	87.87%
Pure Michigan Advertising	-	5,000.00	5,000.00	100.00%
Street Light Banners	840.66	6,988.66	15,000.00	46.59%
District Projects	-	-	150,228.00	0.00%
Enterprise Park Sewer Relining	-	-	100,000.00	0.00%
Enterprise Park Street Resurface	46,870.08	384,405.04	-	-100.00%
Other Misc	7,799.53	19,407.48	48,325.00	40.16%
Total expenditures	58,079.37	510,344.91	422,849.00	552.49%
Net change in fund balance	(57,894.76)	(80,245.90)	-	0.00%
Fund Balance - beginning of year	882,743.93	882,743.93	882,743.93	100.00%
Fund Balance - end of year	\$ 802,498.03	\$ 802,498.03	\$ 882,743.93	90.91%

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	END BALANCE	2016		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		12/31/2015	ORIGINAL	2016	09/30/2016			
		NORM (ABNORM)	BUDGET	AMENDED BUDGET	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	USED
Fund 248 - EDDA OPERATING								
Revenues								
Dept 000-NONE								
248-000-402.000	CURRENT PROPERTY TAX	414,711.78	426,099.00	426,099.00	426,383.74	0.00	(284.74)	100.07
248-000-402.001	PROPERTY TAX REFUNDS-MTT	0.00	(5,000.00)	(5,000.00)	0.00	0.00	(5,000.00)	0.00
248-000-402.100	PRIOR YEARS PROPERTY TAXES	0.00	250.00	250.00	0.00	0.00	250.00	0.00
248-000-420.000	DELQ PERSONAL PROPERTY CAPT	67.84	0.00	0.00	2,143.16	0.00	(2,143.16)	100.00
248-000-665.000	INTEREST EARNED	3,607.75	1,000.00	1,000.00	1,471.02	0.00	(471.02)	147.10
248-000-671.000	OTHER REVENUE	263.50	500.00	500.00	101.09	0.00	398.91	20.22
Total Dept 000-NONE		418,650.87	422,849.00	422,849.00	430,099.01	0.00	(7,250.01)	101.71
TOTAL Revenues		418,650.87	422,849.00	422,849.00	430,099.01	0.00	(7,250.01)	101.71
Expenditures								
Dept 000-NONE								
248-000-702.000	SALARY	0.00	4,556.00	4,556.00	0.00	0.00	4,556.00	0.00
248-000-714.000	EMPLR FICA CONTR	0.00	282.00	282.00	0.00	0.00	282.00	0.00
248-000-715.000	EMPLR MEDICARE CONTR	0.00	66.00	66.00	0.00	0.00	66.00	0.00
248-000-716.000	UNEMPLOYMENT	0.00	228.00	228.00	0.00	0.00	228.00	0.00
248-000-717.000	EMPLR RETIREMENT CONTR	0.00	342.00	342.00	0.00	0.00	342.00	0.00
248-000-718.000	WORKER'S COMP	0.00	46.00	46.00	0.00	0.00	46.00	0.00
248-000-728.000	OFFICE SUPPLIES	54.91	75.00	75.00	0.00	0.00	75.00	0.00
248-000-801.000	PROFESSIONAL & CONTRACTUAL SER	56,934.99	13,500.00	13,500.00	8,341.67	0.00	5,158.33	61.79
248-000-801.003	SIDEWALK SNOWPLOWING	0.00	5,000.00	5,000.00	5,175.00	0.00	(175.00)	103.50
248-000-801.004	EDDA RIGHT OF WAY LAWN MOWING	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
248-000-801.005	IRRIGATION / LIGHTING REPAIRS	0.00	2,500.00	2,500.00	5,314.56	0.00	(2,814.56)	212.58
248-000-801.006	TWP STAFF PROJECT HOURS	0.00	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00
248-000-801.007	FLOWER / LANDSCAPE MAINTENANCE	25.00	17,000.00	17,000.00	14,937.50	0.00	2,062.50	87.87
248-000-801.008	PURE MICHIGAN ADVERTISING	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00	100.00
248-000-826.000	LEGAL FEES	330.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
248-000-900.000	PUBLISHING & PUBLICATIONS	0.00	250.00	250.00	193.00	0.00	57.00	77.20
248-000-914.000	LIABILITY	1,350.00	1,400.00	1,400.00	1,125.00	0.00	275.00	80.36
248-000-920.000	UTILITIES	8,627.58	15,000.00	15,000.00	6,941.17	0.00	8,058.83	46.27
248-000-920.100	WATER & SEWER QTR. BILLING	11,134.09	12,500.00	12,500.00	10,460.81	0.00	2,039.19	83.69
248-000-940.000	LEASE/RENT	595.83	600.00	600.00	687.50	0.00	(87.50)	114.58
248-000-955.000	MISC.	516.22	500.00	500.00	0.00	0.00	500.00	0.00
248-000-976.200	DISTRICT PROJECTS	0.00	150,228.00	150,228.00	0.00	0.00	150,228.00	0.00
248-000-976.204	ENTERPRISE PARK SEWER RELINING	44,978.80	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00
248-000-976.207	STREET LIGHT BANNERS	11,620.00	15,000.00	15,000.00	6,988.66	0.00	8,011.34	46.59
248-000-976.211	ENTERPRISE PARK DRAINAGE	137,582.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-976.213	ENTERPRISE PARK STREET RESURFA	986,560.78	0.00	0.00	384,405.04	0.00	(384,405.04)	100.00
Total Dept 000-NONE		1,260,310.20	362,073.00	362,073.00	449,569.91	0.00	(87,496.91)	124.17
Dept 336-FIRE DEPARTMENT								
248-336-830.000	PUBLIC SAFETY - FIRE PROTECTIC	61,917.40	60,776.00	60,776.00	60,775.00	0.00	1.00	100.00
Total Dept 336-FIRE DEPARTMENT		61,917.40	60,776.00	60,776.00	60,775.00	0.00	1.00	100.00
TOTAL Expenditures		1,322,227.60	422,849.00	422,849.00	510,344.91	0.00	(87,495.91)	120.69

User: SHERRIE

DB: Union

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	END BALANCE	2016		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BGD
		12/31/2015	ORIGINAL	2016	09/30/2016			
		NORM (ABNORM)	BUDGET	AMENDED BUDGET	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	USED
Fund 248 - EDDA OPERATING								
Fund 248 - EDDA OPERATING:								
TOTAL REVENUES		418,650.87	422,849.00	422,849.00	430,099.01	0.00	(7,250.01)	101.71
TOTAL EXPENDITURES		1,322,227.60	422,849.00	422,849.00	510,344.91	0.00	(87,495.91)	120.69
NET OF REVENUES & EXPENDITURES		(903,576.73)	0.00	0.00	(80,245.90)	0.00	80,245.90	100.00

**Charter Township of Union
West Downtown Development Authority
September, 2016**

September Expenditures:

None \$ -

Cash Balance 9/30/2016 \$ 848,890.61

Charter Township of Union
West Downtown Development Authority
Interim Financial Statements - Unaudited
As of 9/30/2016

	YTD Operating	YTD Debt Service	YTD Combined	YTD Budget	% Budget Used
Revenues					
Property Taxes Captured-Actual	\$ 449,658.74	\$ -	\$ 449,658.74	\$ 499,948.00	89.94%
Interest Income	1,278.84	51.26	1,330.10	750.00	177.35%
Other Revenue	-	-	-	-	0.00%
Total Revenues	450,937.58	51.26	450,988.84	500,698.00	90.07%
Expenditures					
Current					
Personnel Services	-	-	-	5,520.00	0.00%
Public Safety-Fire Protection	37,316.28	-	37,316.28	37,953.00	98.32%
Community & Economic Dev					
Roadwork-Lincoln Rd and Bridge	-	-	-	300,000.00	0.00%
Misc	-	-	-	1,375.00	0.00%
Debt Service					
Principal retirement	-	33,268.00	33,268.00	33,268.00	100.00%
Interest and fiscal charges	-	217,532.00	217,532.00	217,482.00	100.02%
Total expenditures	37,316.28	250,800.00	288,116.28	595,598.00	298.35%
Excess (deficiency) of revenues over expenditures	413,621.30	(250,748.74)	162,872.56	(94,900.00)	
Other financing sources (uses)					
Transfers in	-	229,925.75	229,925.75	250,750.00	91.70%
Transfers out	220,000.00	9,925.75	229,925.75	250,750.00	91.70%
Total other financing sources and uses	(220,000.00)	220,000.00	-	-	
Net change in fund balance					
Fund Balance - beginning of year	646,373.46	39,644.59	686,018.05	882,743.93	77.71%
Fund Balance - end of year	\$ 839,994.76	\$ 8,895.85	\$ 848,890.61	\$ 787,843.93	107.75%

User: SHERRIE

DB: Union

PERIOD ENDING 09/30/2016

GL NUMBER	DESCRIPTION	END BALANCE	2016		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		12/31/2015	ORIGINAL	2016	09/30/2016			
		NORM (ABNORM)	BUDGET	AMENDED BUDGET	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	USED
Fund 250 - WDDA OPERATING								
Revenues								
Dept 000-NONE								
250-000-402.000	CURRENT PROPERTY TAX	499,594.05	503,698.00	503,698.00	457,662.49	0.00	46,035.51	90.86
250-000-402.001	PROPERTY TAX REFUNDS-MTT	(1,038.41)	(4,000.00)	(4,000.00)	(8,337.74)	0.00	4,337.74	208.44
250-000-402.100	PRIOR YEARS PROPERTY TAXES	0.00	250.00	250.00	0.00	0.00	250.00	0.00
250-000-420.000	DELQ PERSONAL PROPERTY CAPT	281.65	0.00	0.00	333.99	0.00	(333.99)	100.00
250-000-665.000	INTEREST EARNED	1,306.34	750.00	750.00	1,278.84	0.00	(528.84)	170.51
250-000-699.100	FUND BALANCE / CARRY OVER	0.00	94,900.00	94,900.00	0.00	0.00	94,900.00	0.00
Total Dept 000-NONE		500,143.63	595,598.00	595,598.00	450,937.58	0.00	144,660.42	75.71
TOTAL Revenues		500,143.63	595,598.00	595,598.00	450,937.58	0.00	144,660.42	75.71
Expenditures								
Dept 000-NONE								
250-000-702.000	SALARY	0.00	4,556.00	4,556.00	0.00	0.00	4,556.00	0.00
250-000-714.000	EMPLR FICA CONTR	0.00	282.00	282.00	0.00	0.00	282.00	0.00
250-000-715.000	EMPLR MEDICARE CONTR	0.00	66.00	66.00	0.00	0.00	66.00	0.00
250-000-716.000	UNEMPLOYMENT	0.00	228.00	228.00	0.00	0.00	228.00	0.00
250-000-717.000	EMPLR RETIREMENT CONTR	0.00	342.00	342.00	0.00	0.00	342.00	0.00
250-000-718.000	WORKER'S COMP	0.00	46.00	46.00	0.00	0.00	46.00	0.00
250-000-728.000	OFFICE SUPPLIES	0.00	125.00	125.00	0.00	0.00	125.00	0.00
250-000-801.000	PROFESSIONAL & CONTRACTUAL SER	0.00	500.00	500.00	0.00	0.00	500.00	0.00
250-000-826.000	LEGAL FEES	0.00	500.00	500.00	0.00	0.00	500.00	0.00
250-000-955.000	MISC.	0.00	250.00	250.00	0.00	0.00	250.00	0.00
250-000-976.214	LINCOLN ROAD AND BRIDGE	0.00	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00
Total Dept 000-NONE		0.00	306,895.00	306,895.00	0.00	0.00	306,895.00	0.00
Dept 336-FIRE DEPARTMENT								
250-336-830.000	PUBLIC SAFETY - FIRE PROTECTIC	39,022.56	37,953.00	37,953.00	37,316.28	0.00	636.72	98.32
Total Dept 336-FIRE DEPARTMENT		39,022.56	37,953.00	37,953.00	37,316.28	0.00	636.72	98.32
Dept 996-TRANSFER OUT								
250-996-999.396	TRANSFER OUT TO WDDA G/O DEBT	220,000.00	250,750.00	250,750.00	220,000.00	0.00	30,750.00	87.74
Total Dept 996-TRANSFER OUT		220,000.00	250,750.00	250,750.00	220,000.00	0.00	30,750.00	87.74
TOTAL Expenditures		259,022.56	595,598.00	595,598.00	257,316.28	0.00	338,281.72	43.20
Fund 250 - WDDA OPERATING:								
TOTAL REVENUES		500,143.63	595,598.00	595,598.00	450,937.58	0.00	144,660.42	75.71
TOTAL EXPENDITURES		259,022.56	595,598.00	595,598.00	257,316.28	0.00	338,281.72	43.20
NET OF REVENUES & EXPENDITURES		241,121.07	0.00	0.00	193,621.30	0.00	(193,621.30)	100.00

REQUEST FOR EDDA BOARD ACTION

To: EDDA **DATE:** October 10, 2016
FROM: Mark Stuhldreher, Manager **DATE FOR AUTHORITY**
CONSIDERATION: 10/18/16

ACTION REQUESTED: APPROVAL OF TWO (2) SERVICE AGREEMENTS WITH MMI TO 1) MAINTAIN THE CORRIDORS ALONG PICKARD AND ISABELLA AND; 2) MAINTAIN THE AREA AROUND PARK BENCHES ALONG PICKARD

Current Action _____ Emergency _____

Funds Budgeted: If Yes X Account # 248-000-801.000 No _____ N/A _____

Finance Approval _____ *MDS* _____

BACKGROUND INFORMATION

On August 4, 2016 correspondence from Mid Michigan Industries (MMI) Director Sheri Alexander was received, stating the contract currently in place had not been reviewed since September of 2014, and that recent changes in State law and increases in the minimum wage would require a revision. Township staff has reviewed/revised the contracts, as has Township Counsel. Service provider, MMI has also reviewed, approved and signed the contracts before you for action.

MMI is a not-for-profit organization committed to helping people make connections that lead them to meaningful employment, advanced skill enhancement, and greater independence. They are a long-standing partner and provide a valuable service to the community.

SCOPE OF SERVICES

Under these (2) contracts, MMI will provide the necessary supplies, equipment, and supervision to perform the following services:

Corridor Contract

A crew of 3 to 5 individuals to perform general litter pick-up and general sweeping on the corridors along Pickard Street and Isabella Road - a combined total of approximately (4) miles long. The tasks will be completed the week prior to each of the following summer holidays: Memorial Day, July 4th, and Labor Day. Additional hours can be requested verbally by an authorized Union Township Representative.

Park Bench Contract

A crew of 3 to 5 individuals to perform general litter pick-up and other duties as assigned to park benches along Pickard Street. Estimated summer schedule is one clean up per week, winter schedule when less than 3 feet of snow is once every other week, estimated winter schedule when there is more than 3 feet of snow is once per week.

JUSTIFICATION

The EDA is charged with overseeing economic development activities for the Township. As outlined in the Union Township Economic Development Plan, EDA priorities include attracting and retaining businesses, and increasing recreational activities/events and tourism in the area.

The geographic area covered under these contracts are major corridors within the EEDA boundary, and are vital to the attainment of these goals, creating a sense of place, or identity and establishing Union Township as a destination.

Recommend approval of (2) MMI service contracts as presented: (1) Corridor Contract - Maintenance of the Pickard and Isabella corridors and (2) Park Bench Contract - Maintenance of the park benches along Pickard.

PROJECT IMPROVEMENTS

Board of Trustee’s goals addressed by this project (from Policy 1.0: Global End)

1. Community well-being and common good
2. Health
3. Natural Environment
4. Commerce

COSTS

The hourly rate for the corridor maintenance is \$27.55/hour and for the park bench maintenance is \$26.95/hour. Combined annual expense is estimated at \$3,500.

PROJECT TIME TABLE

As outlined in the respective Service Agreements, the timeframes for the corridor maintenance are centered around the holiday weekends and the park bench area maintenance is ongoing throughout the year

RESOLUTION

Approval of the two (2) Service Agreements with MMI to maintain the corridor along Pickard and Isabella; and 2) maintain the park benches along Pickard is authorized

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

**UNION TOWNSHIP CORRIDOR
CONTRACT**

September 26, 2016

THIS CONTRACT is made effective September 26, 2016, by and between The Charter Township of Union, a Michigan municipal corporation (“Union”), whose address is 2010 S. Lincoln Road, Mt. Pleasant, Michigan 48858 and Mid-Michigan Industries, Inc. (“Mid-Michigan”), whose address is 2426 Parkway Dr., Mt. Pleasant, Michigan 48858.

In consideration of the mutual promises and conditions contained in this Contract, the parties agree as follows:

1. Mid-Michigan Industries, Inc. will provide the following services to Union (“Services”):
 - a. A crew of 3 to 5 individuals to perform general litter pick-up and general sweeping on the corridors along Pickard Street and Isabella Road - a combined total of approximately 4 miles long. The tasks will be completed the week prior to each of the following summer holidays: Memorial Day, July 4th, and Labor Day. Any additional hours can be requested verbally by an authorized Union Township Representative.
 - b. A Job Coach to supervise the crew and assure completion and quality of all assigned tasks.
 - c. All necessary supplies and equipment and maintenance of equipment.
 - d. Training for the crew.
2. Mid-Michigan will remain the employer of record for the crew and the Job Coach. Mid-Michigan agrees to obtain workers’ compensation coverage for itself and its employees, if any, if required by law, and to furnish a copy of its certificate of insurance to Union. Further, as the employer, Mid-Michigan shall be solely liable and responsible for unemployment compensation compliance and withholdings, and acknowledges and understands that Union shall make no state or federal unemployment compensation payments on behalf of Mid-Michigan or Mid-Michigan’s employees.
3. Mid-Michigan shall at all times maintain comprehensive liability insurance for injuries to third parties and their property, with such limits as are acceptable to Union.
4. Union will provide the following to Mid-Michigan:
 - a. A list of duties for the Job Coach.
 - b. Reimbursement of \$27.55 per crew hour worked, payable on a net 30 day basis.

5. Any changes or amendments to this Contract will be by mutual consent, evidenced in writing.

6. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to strikes, accidents or delays beyond our control.

7. Union understands that the members of the crew working for them have disabling conditions, and that Mid-Michigan will release to Union only information pertinent to the performance of the job. Union agrees to keep this information confidential and will not release any information about the workers without permission from Mid-Michigan.

8. This Contract will be valid through 9/25/2019 with an annual pricing review. A one year extension will be considered based on mutual consent. Both parties reserve the right to terminate this Contract for any reason with thirty (30) days written notice.

9. Mid-Michigan agrees to indemnify, defend, and hold harmless Union from any and all liability arising out of or in any way related to Mid-Michigan's performance of Services during the term of this Contract, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Mid-Michigan.

10. The invalidity or unenforceability of any particular provision of this Contract shall not invalidate or affect any other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and all prior and contemporaneous agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

12. Mid-Michigan may not assign or subcontract any rights or obligations under this Contract without Union's prior written approval.



MMI Authorized Signature

9-23-16

Date

Union Township Authorized Signature

Date

UNION TOWNSHIP PARK BENCH CONTRACT

THIS CONTRACT is made effective September 26, 2016, by and between The Charter Township of Union, a Michigan municipal corporation (“Union”), whose address is 2010 S. Lincoln Road, Mt. Pleasant, Michigan 48858 and Mid-Michigan Industries, Inc. (“Mid-Michigan”), whose address is 2426 Parkway Dr., Mt. Pleasant, Michigan 48858.

In consideration of the mutual promises and conditions contained in this Contract, the parties agree as follows:

1. Mid-Michigan will provide to Union the following services (“Services”):
 - a. A crew of 3 to 5 individuals to perform general litter pick-up and other duties as assigned to park benches along Pickard Street.
 - b. A Job Coach to supervise the crew and assure completion and quality of all assigned tasks.
 - c. All necessary supplies and equipment and maintenance of equipment.
 - d. Training for the crew.
2. Mid-Michigan shall perform the Services in accordance with the following schedule:
 - a. Estimated summer schedule is one clean up per week.
 - b. The estimated winter schedule when less than 3 feet of snow is once every other week.
 - c. The estimated winter schedule when there is more than 3 feet of snow is once per week.
3. Mid-Michigan will remain the employer of record for the crew and the Job Coach. Mid-Michigan agrees to obtain workers’ compensation coverage for itself and its employees, if any, if required by law, and to furnish a copy of its certificate of insurance to Union. Further, as the employer, Mid-Michigan shall be solely liable and responsible for unemployment compensation compliance and withholdings, and acknowledges and understands that Union shall make no state or federal unemployment compensation payments on behalf of Mid-Michigan or Mid-Michigan’s employees.
4. Mid-Michigan shall at all times maintain comprehensive liability insurance for injuries to third parties and their property, with such limits as are acceptable to Union.
5. Union will provide the following to Mid-Michigan:
 - a. A list of duties for the Job Coach.

- b. Reimbursement of \$26.95 per crew hour worked, payable on a net 30 day basis.
6. Any changes or amendments to this Contract shall be by mutual consent and evidenced in writing.
 7. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to strikes, accidents or delays beyond our control.
 8. Union understands that the members of the crew working for them have disabling conditions, and that Mid-Michigan will release to Union only information pertinent to the performance of the job. Union agrees to keep this information confidential and will not release any information about the workers without permission from Mid-Michigan.
 9. This Contract will be valid through 9/25/2019 with an annual pricing review. A one year extension will be considered based on mutual consent. Both parties reserve the right to terminate this Contract for any reason with thirty (30) days written notice.
 10. Mid-Michigan agrees to indemnify, defend, and hold harmless Union from any and all liability arising out of or in any way related to Mid-Michigan's performance of Services during the term of this Contract, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Mid-Michigan.
 11. The invalidity or unenforceability of any particular provision of this Contract shall not invalidate or affect any other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.
 12. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and all prior and contemporaneous agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.
 13. Mid-Michigan may not assign or subcontract any rights or obligations under this Contract without Union's prior written approval.



 MMI Authorized Signature

9-23-16

 Date

 Union Township Authorized Signature

 Date