



BOARD OF TRUSTEES
Regular Meeting
August 23, 2017
7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. CLOSED SESSION
 - A. Discussion of Legal Strategy
7. PUBLIC HEARINGS
 - A. Public Hearing for Ordinance 2017-06
8. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
9. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 - B. (Gallinat) Sidewalk waiver update
10. CONSENT AGENDA
 - A. Communications
 - B. Minutes – August 9, 2017- regular meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. 2.5.10 Cash Flow Ratio
 - H. 2.9 Collaboration with Other Entities
11. NEW BUSINESS
 - A. Discussion/ Action: (Gallinat) Vote to adopt Ordinance 2017-06 along with publishing notice of adoption
 - B. Discussion/Action: (Gallinat) Denial of SUP 2017-07 Rooming Dwellings and Boarding Dwellings Single Unit
 - C. Discussion/Action: (Gallinat) Vote to distribute draft of 2017 Master Plan to surrounding communities for a 42 day review as required in section 41 of the Michigan Planning Enabling Act (Public Act 33 of 2008)
 - D. Discussion/ Action: (Stuhldreher) Managed Service Agreement CMS
 - E. Discussion/Action: Policy Governance 4.2 Accountability of the Township Manager
 - F. Discussion/Action: Policy Governance 4.5 Annual Manager Performance Review
12. MANAGER COMMENTS
13. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue
14. FINAL BOARD MEMBER COMMENT
15. ADJOURNMENT

Board Expiration Dates

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



Board Expiration Dates

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

SITE PLANS 2010

Location of Project

Water Park Pickard Rd.
S.S. Office Broomfield Rd
Mid Mich C.C. Summerton Rd.
Crippen West Corporation 989 S. Summerton
2120 E. Remus East of ICCU
Michigan Works Broadway
Office Sweeny Rd. South of S.S. Office
4355 S. Lincoln Rd. Sacred Heart Ball Fields
4171 Bluegrass Rd. Union Square Apts
3700 E. Deerfield Rd. Lexington Ridge Apts

Waived/Required (PC Minutes)

No Mention
Letter of understanding
No Mention
Letter of understanding
Required
No Mention
No Mention
No Mention
Waived

Sidewalks Present

Yes
Yes Broomfield/Sweeny
Yes Broadway/Summerton
No
No
Yes
Yes
No
Yes
Yes

N/A

1

N/A

SITE PLAN 2011

Zion Lutheran Church waiver request Phase 2
Mt. Pleasant Discovery Museum Remus Rd
MFCU Bluegrass Rd. Encore Blvd
5157 E. Pickard Rd International RV
Doctors office North of 2890 Health Parkway
Aldi Food Store Encore Blvd
4639 E. Pickard Dr. Vashista's office
Burch Tank 2253 Enterprise Dr.

Denied waiver request
No Mention
No Mention
No Mention
No Mention
Required
No Mention
No Mention

No
Yes
Yes Bluegrass/Encore Blvd
Yes Pickard Rd. No Airway Dr.
No
Yes Bluegrass/Encore Blvd
Yes
No

See 2012

N/A

N/A

SITE PLANS 2012

4639 E. Pickard Rd. Dr. Vashista's office
Graff Chevrolet Pickard Rd.
4269 Coprorate Dr.
Zion Lutheran Church River Rd.
Crestwood Village Assited Living Lincoln Rd.
Greenacres Assisted Living Remus Rd
McDonalds 5600 E. Piackard Rd
Baker Hughes 2222 Enterprise Dr.
Malley Construction 1565 Park Place

No Mention
No Mention
Waived
Waived
Required
Required
No Mention
Waived
Waived

Yes
Yes
No
No
Yes
Yes
Yes Picakard Rd. No Hyde Rd.
No
No

N/A

2

N/A

N/A

Copper Beach Apts Bluegrass Rd.	No Mention	No	N/A
Doctors Office CMCH Health Park	Installed as shown on plan	Yes	

SITE PLANS 2013

Olive Garden	No mention	No	N/A
REC Investments Behind Home Depot	No mention	No	N/A
Mid Mich C.C. Summerton Rd	No mention	Yes Broadway/Summerton	
Fisher Transportation	No mention	No	N/A
Campus Crest Apts Leasing Office	Required Easement for Isabella Rd.	Yes Chandler No Isabella.	
Campus Crest Apts	No mention	Yes Chandler No Isabella.	
Apartments South of 4085 Sweeny	No mention	No	3
Maranatha Baptist Church 5282 Airport Rd.	Waived	No	N/A
Mt. Pleasant Airport 1105 S. Isabella Rd.	Waived	No	N/A
Mid Mich C.C. Tech Center 5850 Broadway	No mention	Yes	
2199 Commerce Dr	No Mention	No	N/A

SITE PLANS 2014

Mt Pleasant Country Club River Rd.	Required Sidewalk Assessment	No	N/A
ServPro 4356 E. Valley Rd	Waived	No	N/A
5580 Venture Way Pleasant Plaza No 1 LLC	No Mention	No	N/A
Holiday Inn Pickard Rd.	Waived NE portion	Yes pickard No 2nd St.	

SITE PLANS 2015

Greenacres Assisted Living Remus Rd.	No Mention	Yes	
MFCU Broadway/Isabella	Required	Yes Broadway/Isabella	
ICCU Remus Rd.	Waived	No	4
2099 Independence Dr.	Waived	No	N/A
2362 Parkway Cudd energy	Waived	No	N/A
Goodwill Bluegrass Rd.	No Mention	Yes	
5365 Pickard International RV	Waived Airway Dr	Yes Pickard No Airway Dr.	
B &M Enterprise 5365 Pickard	Waived Airway Dr	Yes Pickard No Airway Dr.	
Art Van Pickard Rd	No Mention	Yes	
2378 Lincoln Rd Crestwood Village Assisted Living	No Mention	Yes	

Zion Lutheran Church River Rd	Waived	No	See 2012
5205 E. Pickard Rd Hampton Inn	No Mention	Yes	
Oak Meadows Lincoln Rd.	Waived	No	5
2420 Broomfield Rd. Jump Station	Waived	No	6
Mid Mich Health Park Pickard Rd	Existing Sidewalks	Yes	
5152 university motor mall	No Mention	Yes Pickard No Florence	
2457 Remus Merchandise Outlet	Waived	No	7
5880 Venture Way	Waived	No	N/A
Holiday Inn	No Mention	Yes Pickard No 2nd St.	
4720 E. Pickard Rd. Auto Group	No Mention	Yes	

SITE PLANS 2016

2300 S. Lincoln Rd. Lux Funeral Home	No Mention	Yes	
1565 Park Place Malley Construction	No Mention	No	N/A
2420 Broomfield Rd. McGuirk Mini Storage	Waived	No	8
Fisher 900 S. Bradley	Waived	No	N/A
Mt Pleasant Optics Lincoln Rd.	Waived	No	9
Rosewood condos	Waived	No	10
Plazacorp Bluegrass Rd.	Waived	Yes Partial Bluegrass Rd.	
Messenger Medical S. Isabella	Required without land splits	No	11
Menards 4615 Encore Blvd	No Mention	Yes Encore Blvd	
3700 E. Deerfield Rd. Lexington Ridge Apts	No Mention	Yes	
Casipit Medical 2245 S. Isabella	No Mention	Yes Isabella No Kay St.	
Union Shoppes 4445 E. Bluegrass Rd.	Waived	Yes Partial Bluegrass Rd.	12
International RV 5365 E. Pickard Rd.	Waived	Yes Pickard No Airway	13
Dougs Small Engine 1875 Airway Dr.	Waived	No	14
Lux Funeral Home 2300 S. Lincoln Rd.	No Mention	Yes	
Woodland Investments 2260 E. Remus Rd	Waived	No	15

SITE PLANS 2017

Taco Bell 5760 E. Pickard Rd.	No Mention	Yes	
Independence Dr	Waived	No	16
Corner of S. Lincoln Rd and Independcen Dr	Waived	No	17

1982 E. Remus Rd.

Waived where not shown on plan

No

18

The following notes address the details if any on the timeline for waivers/deferrals given.

This includes site plans that have been approved but sidewalks do not yet exist.

N/A denotes no new development and no details on waiver/deferral found.

1. SPR 2017-05 CMHCM sidewalks required with approval
2. Church agrees to construct sidewalk in accordance with Greater Mt. Pleasant Area Non Motorized Transportation Plan
3. Sidewalks planned. Project never developed
4. Waiver called in 2017.
5. Until sidewalks established by adjoining properties
6. Waived until requested by Township
7. Until adjacent Sidewalks are constructed.
8. Waived until Township shows need for sidewalks
9. Waived until requested by Township
10. Waived until Township shows need or request sidewalks. Applicable to phase 3.
11. Project never developed.
12. Waived until December 31, 2017 or in conjunction with future development
13. Waived until Township deems necessary
14. Waived until Township deems necessary
15. Waived until Township deems necessary
16. Waived until Township deems necessary
17. Waived until Township deems necessary
18. Waived for 5 years until June 15, 2022 or until new site plan

2017 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting

A regular meeting of the Charter Township of Union Board of Trustees was held on August 9, 2017 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, Lannen, Mikus, and Woerle

Approval of Agenda

Mikus moved Rice supported to approve the agenda as presented. Vote: Ayes: 7 Nays: 0. Motion carried.

Presentations

Public Hearings

Public Comment - open 7:03 p.m.
No comments were offered.

Reports/Board Comments

Lannen –Updates from Isabella County Board of Commissions meeting.

Consent Agenda

- A. Communications
- B. Minutes July 26, 2017 – Regular Meeting
- C. Bills
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

B. Hauck moved Woerle supported to approve the consent agenda as presented. Vote: Ayes: 7 Nays: 0. Motion carried.

BOARD AGENDA

- A. Discussion/ Action: (Gallinat) Intro / First Reading for Coyne LLC – Vote to publish a notice of public hearing for adoption of Ordinance 2017-06**
Lannen moved Mikus supported to approve the introduction and first reading for of Rezoning Coyne LLC, Ordinance 2017-06 and to publish a notice of public hearing for adoption. Roll Call Vote: Ayes: Supervisor Gunning, Clerk Cody, Treasurer Rice, Trustees: B. Hauck, Lannen, Mikus, and Woerle. Nays 0. Motion carried.

B. Discussion/ Action: (Gallinat) Intro / First Reading for owner Bellows Messenger LLC Vote to publish a notice of public hearing for adoption of Ordinance 2017-07

Lannen moved **Mikus** supported to approve the introduction and first reading for of Rezoning Bellows Messenger LLC, Ordinance 2017-07 and to publish a notice of public hearing for adoption. **Roll Call Vote: Ayes: Supervisor Gunning, Clerk Cody, Treasurer Rice, Trustees: B. Hauck, Lannen, Mikus, and Woerle. Nays 0. Motion carried.**

EXTENDED PUBLIC COMMENT - Open 7:30 p.m.

Russ Alwood, 2435 O’Conner Drive – Commented on concerns from June 2017 flood.

Courtney Flynn-Busler, 2341 O’Conner Drive - Commented on concerns from June 2017 flood.

MANAGER COMMENTS

- Purchased four handicap accessible picnic tables for the Township parks.
- Work at the Water Tower (Lincoln Rd.) will be starting the week of August 14.
- Reported to the Board of Trustees of the upcoming Policy Governance training in September.
- Township Staff have initiated their 2018 Budget requests.
- State Tax Commission will be auditing area Assessors state wide.
- At the August 23 meeting, the Board will be going into closed session.
- Reported on Mission Creek Drain – met with Drain Commissioner, waiting for updates from his assessment.

FINAL BOARD MEMBER COMMENTS

ADJOURNMENT

Rice moved **Mikus** supported to adjourn the meeting at 7:48 p.m. **Vote: Ayes: 7 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
08/17/2017	101	134 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2010 S LINCOLN #GUL STREET LIGHTS	49.79 <u>1,668.79</u> 1,718.58
08/23/2017	101	19526	01358	21ST CENTURY MEDIA-MICHIGAN	ADS FOR ZBA, PLANNING COMM	380.34
08/23/2017	101	19527	00043	ARROW UNIFORM	UNIFORMS UNIFORMS UNIFORMS UNIFORMS	202.26 76.87 47.12 <u>47.12</u> 373.37
08/23/2017	101	19528	00084	B S & A SOFTWARE	BSA SUPPORT SERVICES FEE AUGUST 2017 TO	7,172.00
08/23/2017	101	19529	00095	C & C ENTERPRISES, INC.	PARKS JANITORIAL TWP HALL - JANITORIAL SUPPLIES WATER SEWER JANITORIAL SUPPLIES	55.00 50.00 <u>183.00</u> 288.00
08/23/2017	101	19530	00129	CMS INTERNET, LLC	CMS SERVER & PONE SERVICE-SEPT 2017	486.20
08/23/2017	101	19531	00152	CORRPRO COMPANIES, INC	CATHODIC PROTECTION BROADWAY/LINCOLN RD	1,500.00
08/23/2017	101	19532	00155	COYNE OIL CORPORATION	GAS & FUEL	758.49
08/23/2017	101	19533	01171	DBI BUSINESS INTERIORS	LETTER OPENER & STICKY NOTES PENS, PHONE CORD, ENVELOPE MOISTENER TONER RETURN - WATER OFFICE	10.41 43.29 <u>(31.70)</u> 22.00
08/23/2017	101	19534	00176	PATRICIA DEPRIEST	MMA CONFERENCE MILEAGE, MEALS, LODGING	550.70
08/23/2017	101	19535	01551	ELTON & EVELYN LIVING TRUST	REFUND FOR LAND DIVISION	100.00
08/23/2017	101	19536	00209	ETNA SUPPLY COMPANY	HOOKUP - METERS 3/4 - 5/8 METER 3/4	260.00 <u>1,820.00</u> 2,080.00
08/23/2017	101	19537	00231	FOUR SEASON'S EXTERMINATING	TWP HALL EXTERIOR TREATMENT	40.00
08/23/2017	101	19538	00307	IDEXX DISTRIBUTION, INC	WWTP LAB SUPPLIES	150.91
08/23/2017	101	19539	00337	ISABELLA COUNTY TREASURER	2009 WW BONDS-PAYING AGENT FEES 2010 WATER BONDS-PAYING AGENT FEES 2010 WATER GO BOND PAYMENT 2009 WWTP BOND PAYMENT	750.00 750.00 116,415.00 <u>389,892.50</u> 507,807.50
08/23/2017	101	19540	00359	KERR PUMP & SUPPLY	HYDROMATIC SEWER PUMP REPAIR PARTS	1,644.37
08/23/2017	101	19541	01300	LINDSAY SOFT WATER	TWP HALL SALT DELIVERY	10.50
08/23/2017	101	19542	01552	MC SANDBLASTING & PAINTING INC	DEERFIELD/LINCLN TANK REPAINTING PROGRS	68,040.00
08/23/2017	101	19543	01506	MCKENNA ASSOCIATES	BLDG OFFICIAL & INSP SERVICE - JULY 2017	11,220.00
08/23/2017	101	19544	00399	MCMMASTER-CARR SUPPLY CO	PANEL-MOUNT FLOWMETER FOR WATER	372.58
08/23/2017	101	19545	01481	MICHIGAN ECONOMIC DEVELOPERS ASSOC	MEDA MEMBERSHIP DUES 2017	280.00
08/23/2017	101	19546	00907	MID MICHIGAN CABLE CONSORTIUM	FRANCHISE FEE 2ND Q 2017	13,322.25
08/23/2017	101	19547	00494	NORTH CENTRAL LABORATORIES	WWTP SUPPLIES	722.26
08/23/2017	101	19548	00497	NORTHERN INDUSTRIAL SUPPLY	TXT825AT GEARBOX REPAIR	9,682.36
08/23/2017	101	19549	00525	PICKARD STREET CAR WASH	CAR WASH - JULY	39.00
08/23/2017	101	19550	01531	KIMBERLY RICE	REIMBURSEMENT-MILEAGE	101.53

08/17/2017 10:48 AM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 08/10/2017 - 08/23/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/23/2017	101	19551	01542	SHRED-IT US JV LLC	PAPER SHREDDING - AUGUST	64.80
101 TOTALS:						
Total of 27 Checks:						628,927.74
Less 0 Void Checks:						0.00
Total of 27 Disbursements:						628,927.74

Charter Township of Union Payroll
--

CHECK DATE: August 10, 2017

PPE: August 5, 2017

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$	51,037.25
Employer Share Med		730.25
Employer Share SS		3,122.35
SUI		320.98
Pension-Employer Portion		3,302.86
Workers' Comp		601.02
Life/LTD		496.71
Dental		1,972.97
Health Care		31,980.09
Cobra/Flex Administration		647.65
PCORI Fee		-
Total Transfer to Payroll Checking	\$	94,212.13

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$	33,947.21
EDDA		33,826.13
WDDA		26,438.79
Sewer Fund		
Water Fund		
Total To Transfer from Pooled Savings	\$	94,212.13

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - July 31, 2017 through August 6, 2017

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire	1	14	
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	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)	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	1	2	1
	322	Motor Vehicle Acc. W/ Injuries			2
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries	1	7	
	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)			
	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	1	2	
	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			
	561	Unauthorized Burning			1
	571	Cover assignment, standby, moveup			
Good Intent Call	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			1
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction	1	2	
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			

Severe Weather	812	Flood Assessment			
	813	Wind Storm, Tornado/Hurricane Assessment			
Special Incident Type					
	911	Citizen Complaint			
	9003	Affidavit Issued			
			5	27	8
		Total Response for Union Twp/City			

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - August 7, 2017 through August 13, 2017

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			1
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	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)	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	2	2
	321	EMS Call excluding Veh. Accident			
	322	Motor Vehicle Acc. W/ Injuries	1	3	
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries	2	8	
	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)			1
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No 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			1
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down			
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			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival	1	3	
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			1
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other	1	3	
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			1
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			

Severe Weather	812	Flood Assessment			
	813	Wind Storm, Tornado/Hurricane Assessment			
Special Incident Type					
	911	Citizen Complaint			
	9003	Affidavit Issued			
			6	19	7
		Total Response for Union Twp/City			

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Policy: 2.5.10 Cash Flow Ratio
Type: Internal
Occurrence: Monthly
Date: August 2017

Policy Wording

He or she shall not fail to maintain an adequate level of cash flow.

Manager Interpretation

Manager interprets this policy to indicate that cash availability for the major funds (not including debt retirement or special revenue funds) should not fall below a certain threshold. The threshold amount used for the data and compliance sections of this policy is as follows:

General Fund – 4 months of budgeted expenditures for the current fiscal year

Fire Fund – 3 of the quarterly contract payments due to the City of Mt. Pleasant for fire protection services

East and West DDA Funds – 4 months of normal operational expenditures

Water and Sewer Funds – 2 months of budgeted expenses for the current fiscal year

Justification for reasonability

Cash flow for this report is defined as “liquid cash reserves held by a bank or credit union that can be accessed and utilized on an as needed basis.”

The Township Manager has determined that 4 months of cash reserves is needed for the General Fund because property taxes are collected in December, January, and February, and that accounts for 20% of the revenues for the General Fund. State Revenue Sharing (60% of GF revenues) is received semi monthly thereby giving the township an influx of cash for operations.

For the Fire Fund, 3 quarterly contract payments are required to meet the obligations of the July, October, and January payments prior to the collection of the property tax in the first quarter of each year

For the East and West DDA districts 4 months of cash reserves are needed to meet the normal operations of the East and West Districts. Project costs are not included because they are not reoccurring and will be based on the tax capture amount that will be deposited in the respective funds during the first quarter of each year.

For the Water and Sewer Funds 2 months of cash reserves are needed because 80% of the water and sewer bills are paid in the first two months of each quarter. Bills are sent in January, April, July, and October of each year.

Data used from this report is gathered from the BS&A General Ledger system – report- “Cash Summary by Account for the Charter Township of Union” and is based on the reconciled cash at the end of the previous month.

Policy 2.5.10 continued

Data

<u>Fund</u>	<u>Current cash</u>	<u>Amount required for compliance</u>	<u>Compliant?</u>
GF Total	\$ 3,245,022		
GF Unrestricted	\$ 3,245,022	\$ 712,848	Yes
Fire Fund	\$ 1,191,587		
(Fire Truck Reserve)	\$ (400,000)		
FF Unrestricted	\$ 791,587	\$ 513,000	Yes
EDDA	\$ 1,174,235		
Projects	\$ -0-		
EDDA Unrestricted	\$ 1,174,235	\$ 58,650	Yes
WDDA	\$ 987,138		
Projects	\$ -0-		
WDDA Unrestricted	\$ 987,138	\$ 85,772	Yes
Sewer Fund	\$ 3,161,707		
2011 Bond Reserve	\$ (35,000)		
2011 Bond RRI Reserve	\$ (71,435)		
2013 Bond Reserve	\$ (80,000)		
2013 Bond RRI Reserve	\$ (14,028)		
Sewer Fund Net	\$ 2,961,244	\$ 510,123	Yes
Water Fund	\$ 3,128,062	\$ 334,288	Yes

Compliance

All funds are found to be in compliance.

Charter Township of Union



To: Township Board of Trustees
From: Mark Stuhldreher, Township Manager
Subject: Policy Governance Review
Date: August 17, 2017

Policy Review: 2.9 - Collaboration with Other Entities
Type of Review: Internal
Review Interval: Annual
Review Month: August, 2017

Policy Wording

In order to maximize achievement of Ends, the Township Manager shall not fail to explore strategic partnerships and intergovernmental cooperation, and to optimize collaboration with other entities in the region where appropriate.

Manager Interpretation

Township Manager interprets this policy to indicate that professional relationships will be developed with community partners (public, private and non-profit) and that where appropriate, engage said partners in the exploration of collaborative service delivery opportunities, area wide communication efforts and that appropriate focus will be placed on the region and not solely within the political boundaries of the Township.

Justification for reasonability

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

Data

- The Township is participating with area partners to explore the possibility of creating a community-wide brand to make the Mt. Pleasant area more desirable to visit, call home or start a business. Partners include the County, Tribe, CMU, the City, Mid Michigan Community College, McLaren Central Michigan, Middle Michigan Development Corporation, the Chamber of Commerce and Saginaw Chippewa Indian Tribe.
- The Township collaborates with and supports via funding the Mid Michigan Community Pathways organization.
- The Township is working with area softball and baseball leagues to develop a facilities use agreement.
- The Township Manager participates in an Airport Partners Committee the goal of which is to explore opportunities to enhance the usage of and financial stability of the Mt Pleasant Municipal Airport. The Committee consists of members of the Saginaw Chippewa Indian Tribe,

County Government, Middle Michigan Development Corporation, Chippewa Township and CMU, among others.

- The Township Manager is a member of the Chamber of Commerce, is a voting member of the Middle Michigan Development Corporation, actively participates in the County Emergency Management Center planning efforts and is a member of the Hannah's Bark Park Advisory Board.
- The Township Manager has recurring scheduled one-on-one meeting with the Mt Pleasant City Manager and Isabella County Administrator
- The Public Works Coordinator sits on and is the chair of the Mid Michigan Cable Consortium

Compliance

In compliance with policy as indicated



REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees **DATE:** 08/16/2017
FROM: Peter Gallinat Union Township Planner **DATE FOR BOARD CONSIDERATION:** 08/23/2017
ACTION REQUESTED: Conduct a public hearing for Ordinance 2017-06. After public hearing vote to adopt Ordinance 2017-06 along with publishing a notice of adoption of Ordinance 2017-06 in the newspaper. (Roll call vote)

Current Action Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

On August 9, 2017 the Board of Trustees voted to publish notice of a public hearing for the adoption of Ordinance 2017-06. Ordinance 2017-06 is an amendment to the Zoning Map. If adopted, 6.08 acres of the property located at N. Harris St. (Crawford Rd.) 14-010-30-003-03 will be rezoned from I-2 (General Industrial District) to R-1 (Rural Residential District). The purpose of the rezone request is to allow the construction of a one-family dwelling on the R-1 portion of the property. The owner has offered the condition that an easement will be granted for the future construction of a sidewalk/pathway along Harris St.(Crawford Rd.) if approved. On August 10, 2017 Isabella County Planning Commission reviewed the map amendment with no comments to offer. Tonight the Board shall hold a public hearing for the adoption of Ordinance 2017-06. At the conclusion of the public hearing the board will consider adoption of the Ordinance. If adopted a notice of adoption will published in the newspaper.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The rezoning request has been recommended for approval by the Township Planning Commission. The Isabella County Planning Commission has reviewed the Amendment with no comments. The Board of Trustees voted to have a public hearing for the adoption of ordinance 2017-06 on August 9, 2017.

PROJECT IMPROVEMENTS

The following Board of Trustees goal is addressed with the request (From Policy 1.0: Global End).

1. Community well-being and common good

COSTS

N/A

PROJECT TIME TABLE

If adopted tonight a notice of adoption will be published in the newspaper. The Ordinance shall become effective seven (7) days after publication.

RESOLUTION

Authorization is hereby given to...

Resolved by _____ Seconded by _____

Yes:
No:
Absent:



COMMUNITY DEVELOPMENT
200 North Main, Mt. Pleasant, MI 48858

Phone: (989) 773-4061
Fax: (989) 775-6681

August 11, 2017

Peter Gallinat
Union Township Zoning Administrator
2010 S Lincoln
MT Pleasant, MI 48858

RE: Union Township Map Amendment

Mr. Gallinat,

Please be advised that the Isabella County Planning Commission reviewed the map amendment relating to parcel #14-010-30-003-03 at their August 10, 2017 meeting. The Planning Commission had no comments on the amendment. Attached is the excerpt of the unapproved minutes of the meeting related to the review.

If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Johnson", with a large, stylized flourish at the end.

Ray Johnson
Planner/Zoning Administrator

**Adoption NOTICE: Charter Township of Union, Isabella County,
Michigan
ORDINANCE # 2017-06
Rezoning**

SUMMARY: An Ordinance to amend the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended, so as to rezone a portion of property located at N. Harris St.(Crawford Rd.) Rd.14-010-30-003-03 in Section 10 ,T14N-R4W, Union Township, Isabella County, State of Michigan from I2(General Industrial District) to R-1 (Rural Residential District)

The Charter Township of Union, Isabella County, Michigan, hereby ordains:

SECTION 1 – Amendment. The Zoning Map of the Charter Township of Union, the map being incorporated by reference in the Zoning Ordinance for the Charter Township of Union pursuant to Section 2.2, shall be amended so 6.08 acres of the property located at N. Harris St.(Crawford Rd.) Road 14-010-30-003-03, in Section 10, T14N-R4W, Union Township, Isabella County, State of Michigan, shall be rezoned to the R1 (Rural Residential) District.

SECTION II. – Title. This Ordinance shall be known and cited as the Charter Township of Union Ordinance Number 2017-06, amending the Zoning Map of the Charter Township of Union Zoning Ordinance, being Ordinance 1991-5, as amended.

SECTION III- Severability. The provisions, sections, sentences and phrases of this Ordinance are declared to be severable and if any such portion is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such finding shall in no way affect or invalidate the remainder of this Ordinance.

SECTION IV – Effective Date. This Ordinance will take effect seven (7) days after publication.

This proposed Ordinance for the Charter Township of Union was adopted by the Union Township Board of Trustees, at a regular meeting on August 23, 2017 at 7:00 p.m. at the Union Township Hall, 2010 S. Lincoln Rd., Mount Pleasant, Michigan. A true copy of this Ordinance may be obtained or inspected on the township’s website, <http://www.uniontownshipmi.com/BoardsandCommissions/PublicNotices.aspx>

Lisa Cody, Township Clerk

Ben Gunning, Supervisor

Morning Sun: *Please publish in a display ad in 8 pt. type, on Friday 08/25/2017
Please send one affidavit of publication.*

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees **DATE:** 08/16/2017
FROM: Union Township Planner Peter Gallinat **DATE FOR BOARD CONSIDERATION:** 08/23/2017
ACTION REQUESTED: Denial of SUP 2017-07 Rooming Dwellings and Boarding Dwellings Single Unit at 1466 E. Pickard Rd. (Reason for denial must be given. Board may agree to same reasons as the Planning Commission)

Current Action _____ Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

During an inspection at 1466 E. Pickard Rd. the Township Rental Inspector found there to be more than 3 unrelated tenets. The property is zoned AG (Agricultural District) which only permits a one-family dwelling. The Township Zoning Ordinance defines family as containing no more than 3 unrelated persons. The Township contacted that owner of the property to inform them of the issue. The owner decided to apply for a special use permit that would allow the 4 unrelated persons to continue to live at the home.

A public hearing was held by the Planning Commission on August 15, 2017 for the rooming dwelling special use. At the conclusion of the hearing the Planning Commission reviewed the requirements of the special use found in section 30.3.A.1-10 and section 30.4.AE of the Zoning Ordinance. After careful deliberation the Planning Commission recommended denial of SUP 2017-07. The reasons for the denial are that the request would not be harmonious and would change the essential character of the surrounding area. The request would not be an asset to the Township and that the use would be detrimental to health and safety due to excessive traffic and noise.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The Special Use has been recommended for denial by the Township Planning Commission for not following requirements 1, 2 4, and 8 of section 30.3.A of the Zoning Ordinance.

PROJECT IMPROVEMENTS

The following Board of Trustees goal is addressed with this request
 (From Policy 1.0: Global End).

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

COSTS

N/A

PROJECT TIME TABLE

N/A

RESOLUTION

Authorization is hereby given to...

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



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

NEW Business

SUBJECT: A) SUP 2017-07 Rooming and Boarding Dwellings and Boarding Dwellings Single Unit 1466 E. Pickard Rd.

Applicant: Universal Financial Services Inc.

Owner: Universal Financial Services Inc.

Location: 1466 E. Pickard Rd. MT PLEASANT, MI 48858 PID 14-017-10-001-08

Current Zoning: AG Agricultural District

Adjacent Zoning: AG to the north across the road, R-2A to the east, AG to the west, AG to the south.

Future Land Use/Intent: Agriculture A-2: Provide additional land for primarily residential uses with some mixed use development, relying on the underlying zoning as a guide. This area should only be developed when it is a logical extension of the developed areas in A – 3.

Current Use: Existing One-Family Dwelling (Occupant Rented)

Reason for Request: Applicant proposes using One-family dwelling as a Rooming and Boarding Dwelling Single Unit.

History: The current home is a one-family dwelling for rent. The property is enrolled in the township rental program. Our rental inspector found on inspection there to be 4 unrelated persons living in the one-family dwelling. Our zoning ordinance states that no such family shall contain more than three (3) unrelated persons. A special use permit is needed in order to allow for the house to remain available for rent for the 4 current occupants.

Objective of board: Within 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. Please refer to section 30.3.A.1-10 before making a recommendation. 30.4 AE of the zoning code outlines requirements for a rooming dwelling and boarding dwelling.

Recommend at this time a recommendation of approval to the Township Board of Trustees SUP 2017-07 on the condition that:

- The occupancy be limited to four unrelated persons as there are only 4 bedrooms
- A final site plan is approved by the Planning Commission in accordance with Sections, 10, 12, 13, and 30 of the Zoning Ordinance. Requirements of this site plan may be waived in whole or in part by the Planning commission.
- Parking spaces shall be constructed of gravel, asphalt, concrete or other durable hard surface and connected by similar hard surfaces to the driveway or entrance to the property.

Peter Gallinat
Twp Planner

APPLICATION FOR A SPECIAL USE PERMIT

I (we) UNIVERSAL FINANCIAL SERVICES, INC. OWNERS OF PROPERTY AT
LEGAL DESCRIPTION AS FOLLOWS:

PROPERTY INFORMATION

Property Assessed To:
UNIVERSAL FINANCIAL SERVICES, INC
300 TOWN CENTER DR
TROY, MI 48064

Prop #: 14-017-10-001-08 School: MT PLEASANT PI
Prop Addr: 1466 E PICKARD RD
Legal Description:

Respectfully request that a determination be made by
following request:

I. Special Use For _____

II. Junk Yard Permit

T14N R4W SEC 17; BEG AT N 1/4 COR; TH S00D30'09" E
387.50 FT; TH S89D42'15" W, 206 FT; TH N00D30'09" W,
310.23 FT; TH N 89D42'15"E 95 FT; TH N 14D42'59"E 80
FT; TH N 89D42'15"E 90 FT TO POB. INCL EASEMENTS
(SEE DEED)

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 allowing 4 unrelated college
students to occupy property

Give reason why you feel permit should be granted: see attached
see attached

II. Junk Yard Permit requirements are:

Location of property to be used _____

Zoning of the area involved is AG

Zoning of the abutting areas AG AND R-2B

Fees \$700-

Signature of Applicant

[Signature] - President
UNIVERSAL FINANCIAL SERVICES, INC
Date 7-3-17

Subject: Special use application in a separate e-mail to you
From: Tom Giannico (tgiannico@sbcglobal.net)
To: dscott2085@yahoo.com;
Date: Monday, July 3, 2017 2:40 PM

Reasons Use Permit should be granted.

I am the owner of 1466 Picard Rd in Mt. Pleasant Mi.

I have been leasing the property for years

Initially, the property was leased to a family and the costs of repairs to the property was so extensive that I went 2 years without receiving rent as the tenant made the upgrades in lieu of paying rent

For the last number of years, at least 3, I have been leasing to 4 college students and had no knowledge that the property zoning was not adequate

Last year, I replaced all the window and roof so in my estimation the home is in great shape and is a credit to the community

My return on investment has been next to zero because of all the expenses

The property has been inspected in prior years by Charter Township and I am surprised that this zoning issue has just been brought to my attention.

If I had known of the problem earlier, I would have addressed the issue at that time.

The home has 4 adequate sized bedrooms, adequate parking for 4 vehicles, and a common entrance.

I think the students handle their disposal adequately and I am requesting a waiver of the solid screening requirement

Since, I already I have executed a lease to 4 students, I would be in a tough position if my request for a Special Use Application were denied

I will cooperate in any way I can with your conditions

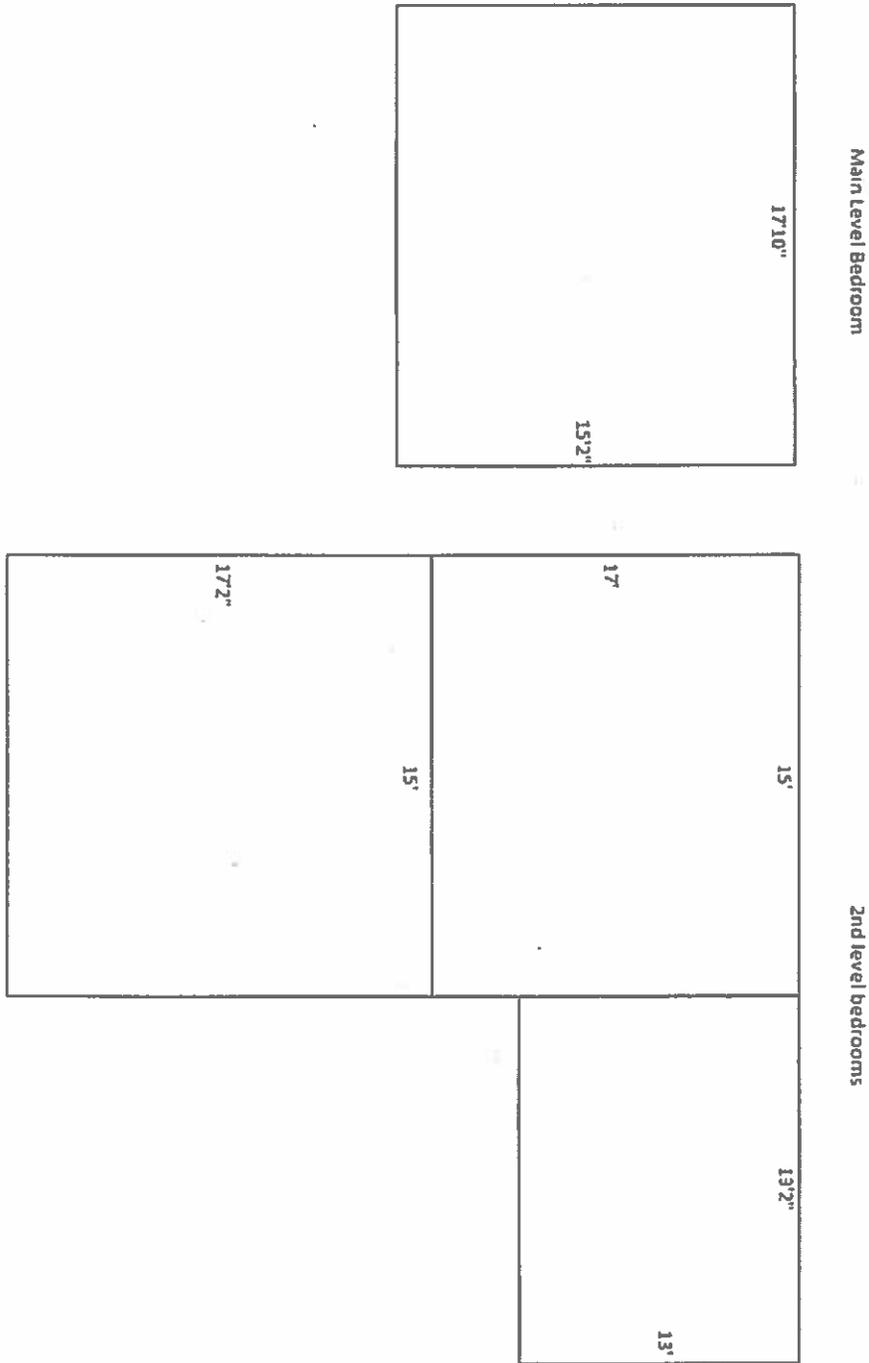
Thank you for your consideration'

Tom Giannico- President

Universal Financial Services Inc.

7-3-2017=

1466 E Pickard Road – Main level and 2nd level Bedroom floor sketch



August 11, 2017

Charter Township of Union

2010 South Lincoln Rd.

Mt. Pleasant, Mi. 48858

Mr. Peter Gallinat (pgallinat@uniontownshipmi.com)

Mr. Ben Gunning (bgunning@uniontownshipmi.com)

Gentlemen:

I'm writing this letter in opposition to the request for a special use permit for the property at 1466 East Pickard, Mt. Pleasant, Mi. 48858.

This home was built as a single family home in an area of single family homes, the zoning classification (401 residential real property) only allows rooming houses/group homes by the use of a special use permit. The current owner, Universal Financial Services, 300 Town Center, Troy, Mi. has no ties to this area other than this home which appears to be a bad decision on their part.

With the current effort by multiple agencies in the Isabella County area to reduce e-coli counts, it seem like a bad idea to house 6 or more people in a home with an above ground septic system built for a single family. I think it would serve the Union Township residents best to deny this request and in the future require that this type of residence be allowed only where municipal sewer and water is available.

Thank you and please copy this letter to your respective board members.

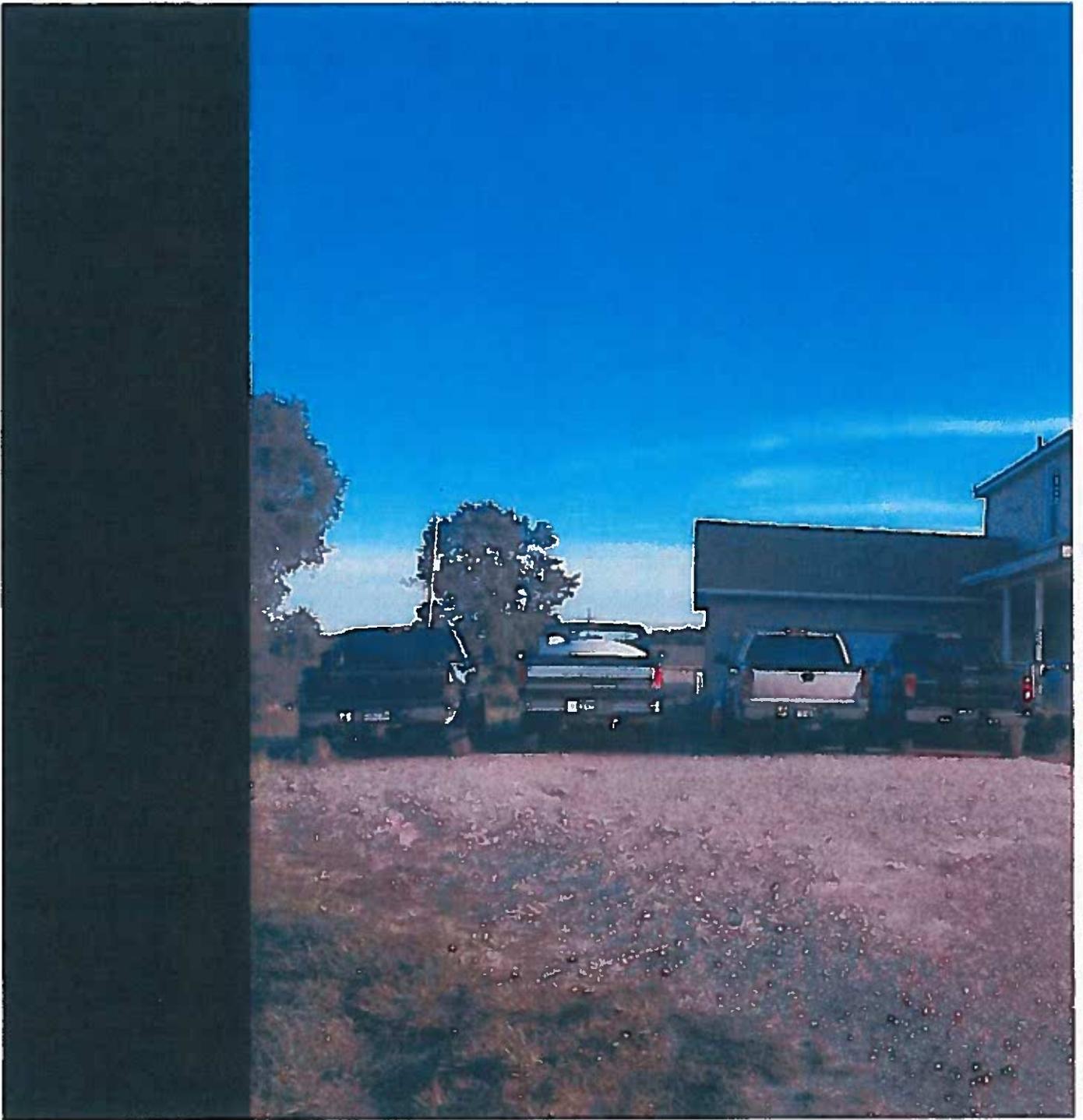
Jim Engler, 2303 Amber Lane, Mt. Pleasant

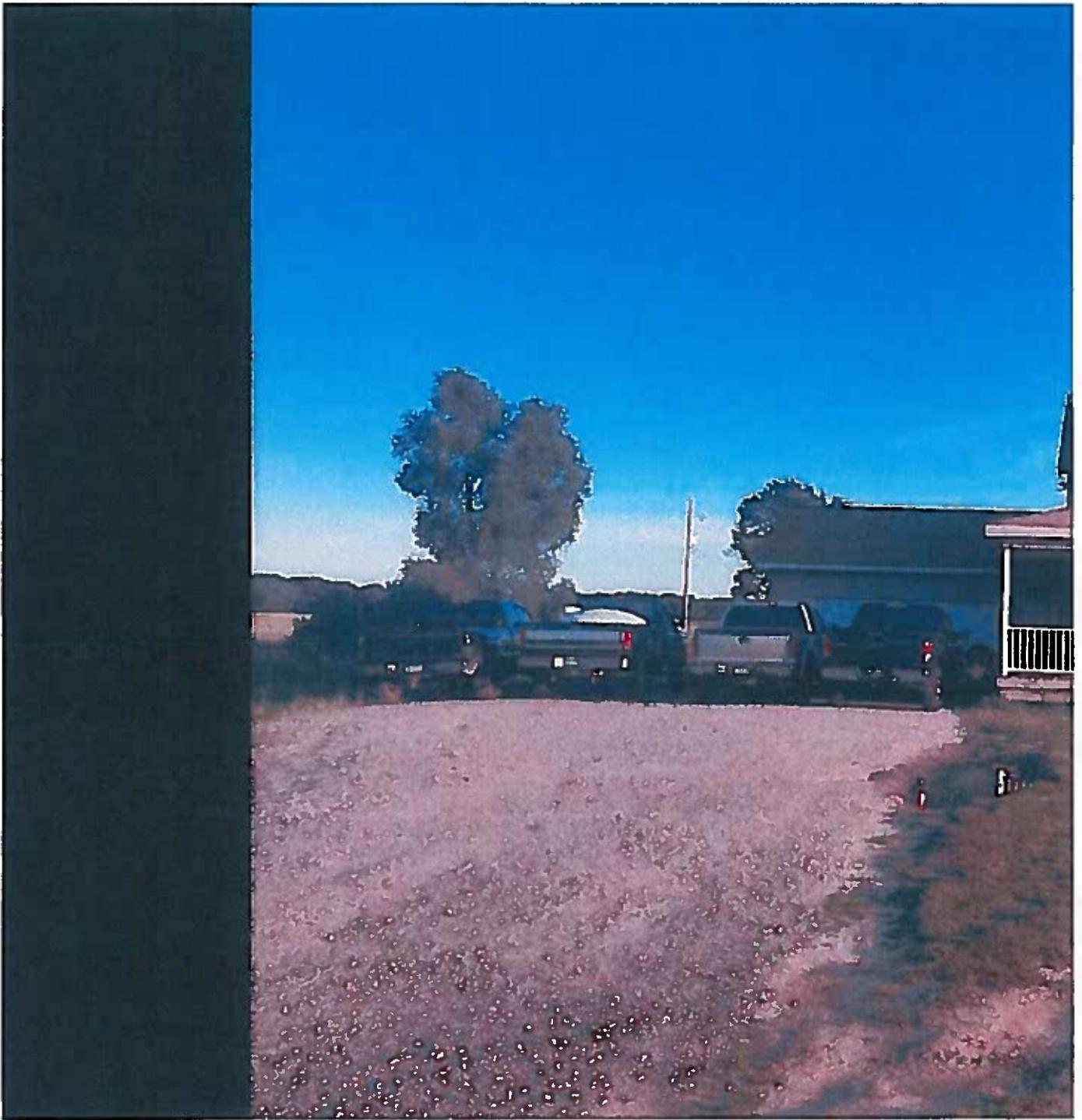
Peter Gallinat

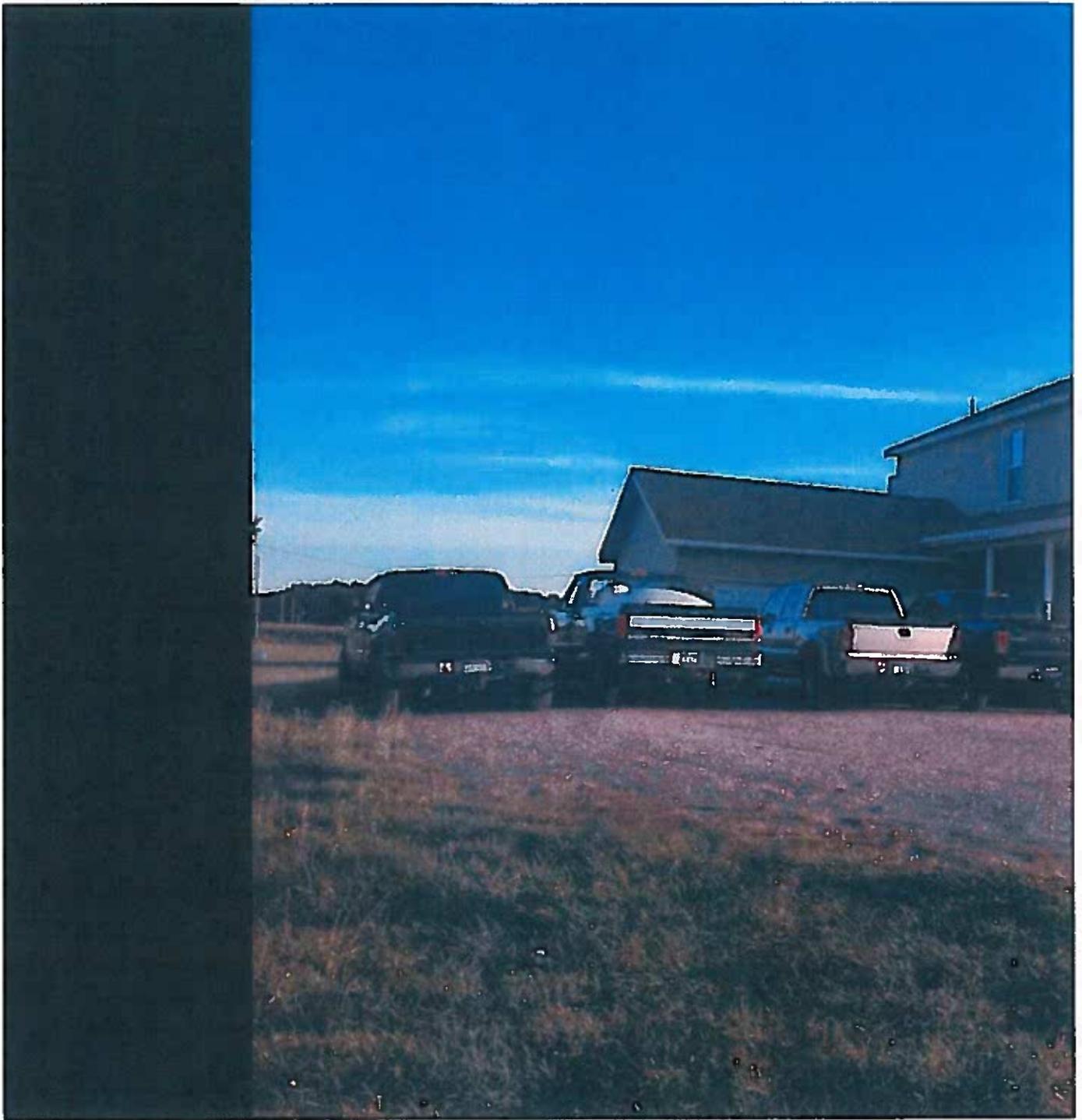
From: Colton Jacobs [58jacobs@gmail.com]
Sent: Wednesday, July 26, 2017 12:11 PM
To: Peter Gallinat
Subject: 1466 E Pickard Rd

Mr. Gallinat

My name is Colton Jacobs and I am currently renting the house at 1466 E Pickard Rd. My landlord asked that I send you some pictures showing that we have 4 parking spaces at the house a refuse pickup. The pictures I attached below show the 4 vehicles parked in gravel parking spots but we do not have refuse pick up because my grandfather owns a dumpster downtown and allows us to dump our trash there as we please. Let me or my landlord know if you need any further information. Thanks







UNION TOWNSHIP PUBLIC HEARING NOTICE -SPECIAL USE PERMIT

NOTICE is hereby given that a Public Hearing will be held on Tuesday, August 15, 2017, 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 the purpose of 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 **Universal Financial Services Inc.**, a Special Use Permit in an AG (Agricultural District) zone for Rooming Dwellings and Boarding Dwellings Single Unit

Legal Description of property: T14N R4W SEC 17; BEG AT N 1/4 COR; TH S00D30'09" E 387.50 FT; TH S89D42'15" W, 206 FT; TH N00D30'09" W, 310.23 FT; TH N 89D42'15"E 95 FT; TH N 14D42'59"E 80 FT; TH N 89D42'15"E 90 FT TO POB. INCL EASEMENTS (SEE DEED)

This property is located at: 1466 E. PICKARD RD. MT PLEASANT, MI 48858
PID 14-017-10-001-08

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

Universal Financial Services, Inc.
300 Town Center Dr.
Troy, MI 48084

**Coulter Thomas & Cynthia
Peters Edward & Sara Trust**
4221 S. Dewitt Rd.
St. Johns, MI 48879

Robert Wheeler
1008 York Dr.
MT PLEASANT, MI 48858

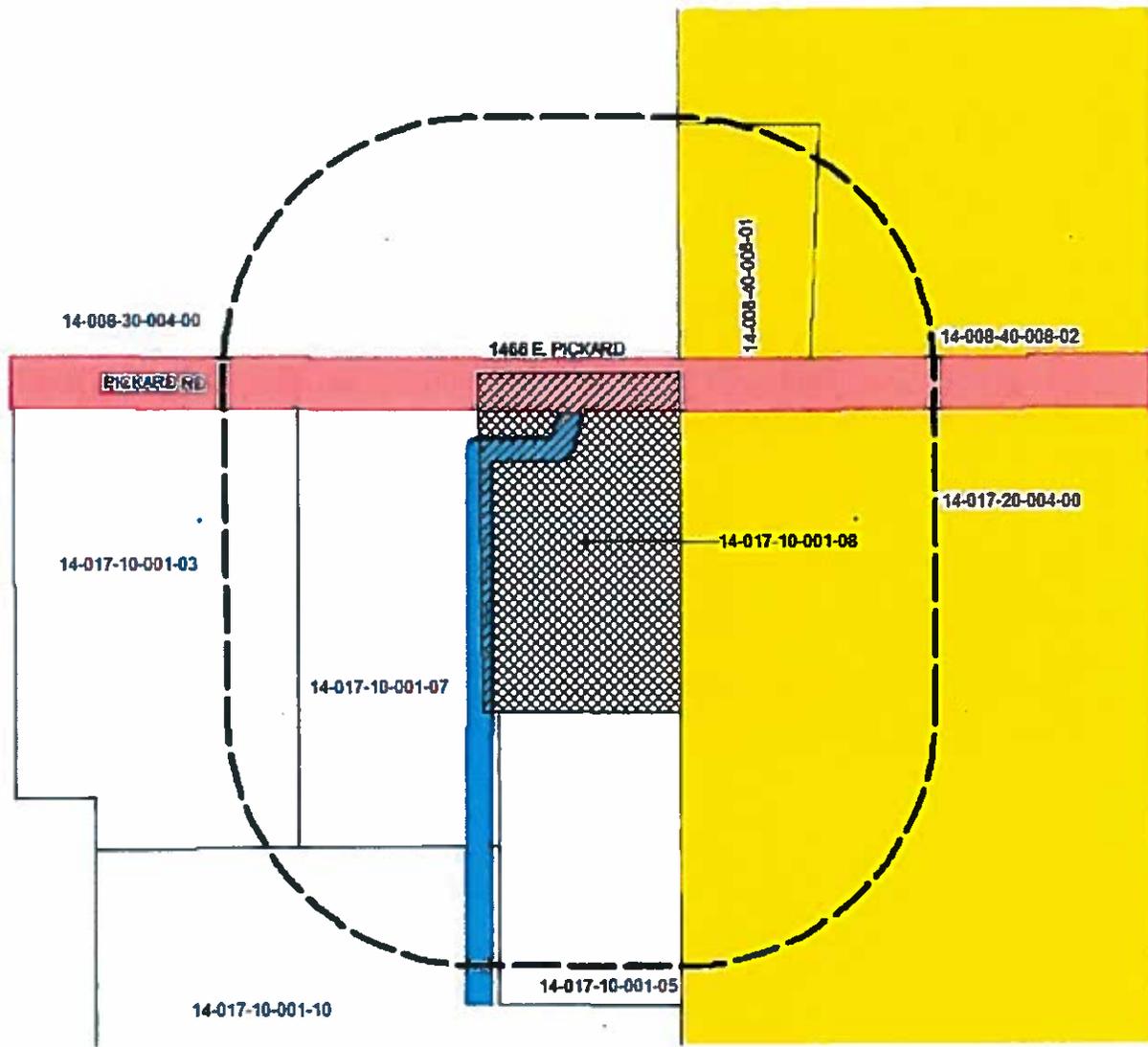
Mitchel Osman
Timmermann Nancy
1212 Fairfield Dr.
Mt. Pleasant, MI 48858

Burch Shirley A & Theal John
1370 E. Pickard Rd.
Mt. Pleasant, MI 48858

Union Farms LLC
1720 E. Pickard Rd.
Mt. Pleasant, MI 48858

Nietzke James
1327 E. High St.
Mt. Pleasant, MI 48858

McDonald Mark F & Amy L
1720 E. Pickard Rd.
Mt. Pleasant, MI 48858



The checkered parcel represents the subject property at 1466 E. Pickard Rd. The subject property is zoned AG (Agricultural). The other white colored parcels to the South, North and West are also zoned AG (Agricultural). The yellow parcels are zoned R-2A (One and Two-Family Low Density Residential District). The dashed line represents a 300 foot radius of the subject property. Owners within 300ft of this property are notified of the public hearing for the request for a Rooming Dwellings and Boarding Dwelling Single Unit Special Use held on August 15, 2017 at 7pm.

REQUEST FOR TOWNSHIP BOARD ACTION

To: Board of Trustees	DATE: 08/16/2017
FROM: Township Planner Peter Gallinat	DATE FOR BOARD CONSIDERATION: 08/23/2017
ACTION REQUESTED: Vote to distribute draft of the 2017 Master Plan to surrounding communities for a 42 day review as required in section 41 of the Michigan Planning Enabling Act (Public Act 33 of 2008)	

Current Action _____ Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

Over the course of many months of work the Township Planning Commission has produced a final draft of the Charter Township of Union Master Plan 2017. The Planning Commission voted to recommend a 42 day distribution of the draft to the Board of Trustees at a regular meeting on July 18, 2017. The final draft the board is considering to distribute may not be the final draft that is ultimately adopted. During the review period the Township will receive feedback from the surrounding communities. At the conclusion of this review period the Township will conduct an open house where anyone with an interest in the Master Plan is invited to view the current final draft at the township hall.

In addition to the open house the Planning Commission will hold a public hearing as required by law for the adoption of the Master Plan. At the conclusion of the public hearing the Commission may consider any feedback received during the review period, open house and public hearing before voting to adopt the Master Plan. The Planning Commission is not required to adopt the Master Plan on the same day as the public hearing.

On November 21, 2016 the Board of Trustees adopted a resolution giving the Board of Trustees the ability to approve or reject the Master Plan as presented by the Planning Commission. After the Planning Commission votes to adopt the Master Plan the Board of Trustees will vote to approve or reject the exact Master Plan.

SCOPE OF SERVICES

The 42 day review period allows for surrounding communities to review and give input on the current draft of the Master Plan. Comments received back to the Township from the surrounding communities may be taken into consideration before the Master Plan is later adopted.

JUSTIFICATION

A 42 day distribution is required under section 41 of the Michigan Planning Enabling Act. (Public Act 33 of 2008)

PROJECT IMPROVEMENTS

The Following Board of Trustees goals are addressed with the request.

1. Community well-being and common good
2. Prosperity through economic diversity, cultural diversity, and social diversity
3. Safety
4. Health
5. Natural Environment
6. Commerce

COSTS

N/A

PROJECT TIME TABLE

1. August 23rd Township Board to vote to distribute plan for 42 day review period
2. Township Staff to distributes draft plan to neighboring communities
3. October 4th: 42-day review period ends
4. October 17th Open House held at the Township Hall during the day.
5. October 17th Planning Commission Public Hearing at PC meeting.
 - a. The PC may adopt the plan on this day or wait until next month (November 20th, 2017)
6. Once the Planning Commission adopts plan, The Board of Trustees will consider adoption of the exact same plan tentatively scheduled for the December 4th, 2017 Board of Trustee meeting.

RESOLUTION

Authorization is hereby given to...

Resolved by _____ Seconded by _____

- Yes:
- No:
- Absent:

Union Township Planning Commission
2010 S Lincoln Road
Mt Pleasant, MI 48858

July 27th, 2017

Distribute to:

- East Michigan Council of Governments
- Isabella County Planning Commission
- Deerfield Township
- Nottawa Township
- Isabella Township
- Denver Township
- Chippewa Township
- Coe Township
- Lincoln Township
- Fremont Township
- City of Mount Pleasant
- Saginaw Chippewa Tribal Nation
- **[Any utility or railroad companies registered with the Clerk to receive public notices]**

Re: Draft Master Plan update for Your Review

To Whom it May Concern:

The Charter Township of Union is submitting a copy of the draft Master Plan for your review. The draft is also being distributed to surrounding municipalities in accordance with Section 41 of the Michigan Planning Enabling Act (Public Act 33 of 2008). According to the Act, before a municipality adopts a new Master Plan or updates thereto, it must first send a draft copy of the Master Plan to all contiguous local governments, as well as the County for their review and comment.

According to the Act, the various municipalities and agencies have 42 days to review and submit comments on this Master Plan amendment to Union Township and the County (if they choose to do so). Any comments should be submitted in writing by September 6th to

Peter Gallinat – Township Planner
2010 S Lincoln Road
Mt Pleasant, MI 48858
(989) 772-4600
info@uniontownshipmi.com

Thank you for your participation in this matter.

Regards,

Philip Squatrito, Chair
Union Township Planning Commission

Charter Township of Union

2017 Master Plan

Draft August 2017

Resolution of Adoption

ACKNOWLEDGEMENTS

This plan is the result of collaboration between township staff, officials, planning consultants, and the public.

Planning Commission

Philip Squattrito, Chair
C. Alex Fuller, Secretary
Dwayne Strachan, Member
John Zerbe, Member
Bryan Mielke, Member
Norman Woerle, Member
Erik Robinette, Member
Ryan Buckley, Member
Denise Webster, Member
Brandon LaBelle, former Member
Rick McGuirk, former Member

Zoning and Planning Department

Peter Gallinat, Planner

Planning Consultants - LSL Planning

Kathleen Duffy, Senior Planner
Josh Penn, Project Planner I

TABLE OF CONTENTS

1. Introduction.....	2
A. What is the Purpose of a Master Plan?	2
B. Township Overview	4
C. Local Partners	5
D. Plan Framework and Goals	7
2. Growth Management.....	8
A. Introduction	8
B. Natural Resources	8
C. Township Utilities	10
D. Growth Management Boundary	12
E. Best Practices	14
3. Transportation.....	16
A. Introduction	16
B. Complete Streets	16
C. Access Management	20
D. Priority Application: Bluegrass Center	21
4. Land Use + Character	22
A. Introduction	22
B. Factors Considered	23
C. Housing	25
D. Mixed-Use Bluegrass Center Area	28
E. Commercial and Employment	30
5. Implementation.....	36
A. Introduction	36
B. Implementation Tools	37
D. Action Plan	39
E. Zoning Plan	44

Appendices

The following documents are published separately as appendices to this plan:

- *Community Snapshot Existing Conditions Report*
- *Market Analysis*
- *Public Participation Summary*

A. What is the Purpose of a Master Plan?

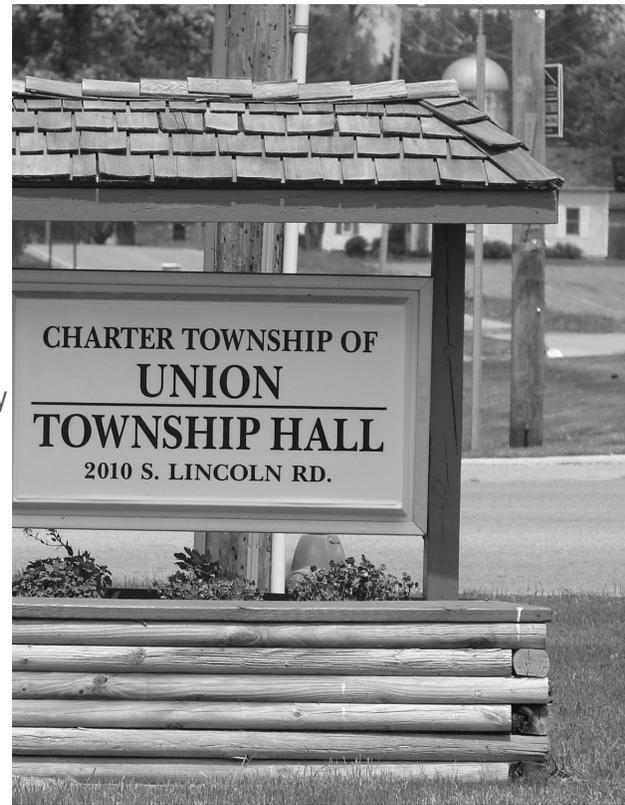
The Master Plan is a policy document created by the Union Township Planning Commission to guide the future growth and development of the township. A sound master plan helps ensure that Union Township remains a highly desirable place to live, work, or visit. This can be accomplished by preserving and enhancing the qualities of the township that the residents, businesses, and property owners consider important. The plan also allows the township to respond to new trends and approaches.

The Master Plan identifies and analyzes the township's physical elements to create a set of goals, objectives, and recommendations to direct decisions regarding future land use, neighborhood and transportation improvements, and special strategies for key areas in the township. Because the plan offers a balance between the interests and rights of private property owners with those of the entire community, it effectively assists township leaders in making substantive, thoughtful decisions for the community while considering long-term implications.

The authority to adopt a new Master Plan or amend an existing Plan is permitted under Michigan law, PA 33 of 2008, as amended. This law authorizes the Planning Commission to prepare and adopt a Master Plan which best promotes health, safety, order, convenience, prosperity and general welfare. The Plan considers efficiency and economy in the process of development; including providing for the following:

- Adequate provisions for traffic
- Healthful and convenient distribution of population
- Good civic design and arrangement
- Wise and efficient expenditure of public funds
- Adequate provisions for public utilities and other public services

Public Act 33 also requires the Planning Commission to review the Plan every five years and determine whether to a) amend the plan, b) adopt a new plan, or c) leave the plan as is. This plan replaces the 2011 plan, updating the goals, strategies, and reorganizing the plan into simpler chapters.



The Differences between a Master Plan and a Zoning Ordinance

The Master Plan provides a general direction for future development, and while it does not change the zoning map or text applying to any property, one way the plan is implemented may be through zoning ordinance and/or map amendments. A Master Plan is flexible in order to respond to changing conditions and it is not a binding legal document. The Master Plan shows how land is to be used in the future; while the Zoning Ordinance regulates the use of land at a particular point in time. The Zoning Plan (required by state law and included in the Implementation chapter) ties the Master Plan to the zoning ordinance by outlining how future land use categories relate to zoning districts.

Some of the differences between the master plan and the zoning ordinance are listed below.

Master Plan	Zoning Ordinance
Provides general policies, a guide	Provides specific regulations, the law
Describes what should happen in the future – recommended land use for the next 20 years, not necessarily the recommended use for today	Describes what is and what is not allowed today, based on existing conditions
Includes recommendations that involve other agencies and groups	Deals only with development-related issues under Township control
Flexible to respond to changing conditions	Fairly rigid, requires formal amendment to change

Process Overview

Content from the previous plan serves as a basis for the current plan, with certain sections added or reorganized for clarity. Many of the 2011 plan’s core ideas remain, as do several maps and references to supplementary materials for topics such as non-motorized transportation and access management.

This document includes substantive clarifying updates to the Agricultural Preservation areas in Chapter 2- Growth Management, as well as recommendations from the 2011 Non-Motorized Plan and the 2006 Access Management Plan in Chapter 3. Feedback from the 2016 community-wide survey is also incorporated into the plan.

New in 2017:

- *Reorganized document with concise, forward-thinking plan document and separate appendix of existing conditions*
- *Revised goals, objectives, and recommendations*
- *Key implementation examples in each chapter*
- *Updated Future Land Use map*
- *Incorporate recommendations from Access Management / Non-Motorized plans, 2016 survey*

Check out the Township website for a detailed [report](#) of public involvement from June 2016.

This plan is used by the Township to guide policy related to the following:

- *Zoning Ordinance*
- *Zoning Map*
- *Reviewing development proposals*
- *Capital Improvements Plans*

How to use the Master Plan

- Evaluate development proposals against the goals and actions of the Master Plan.
- Review zoning changes for consistency with the plan's future land use map and goals.
- Reference as a basis for zoning ordinance amendments to support plan goals.
- Determine how land is to be developed or redeveloped in the future.
- Identify physical improvements – streetscape and driveways, sidewalks, parks, and public facilities – proposed to achieve the goals and objectives.
- Consider specific design standards for development throughout the Township.

Insert text on Township as fastest growing 7 years in a row- source needed >>

B. Township Overview

Regional Context

Union Township is a unique place. It is a traditional six by six square mile township with everything from sleepy rural land on unpaved roads to strip commercial development on five lane streets. It also includes Saginaw Chippewa Indian tribal land, a vibrant public university and the City of Mount Pleasant residing in its core. This combination of governments, communities, land and visions spill their impact and influence into the Township, separated only by the municipal boundary line. This mix and proximity demands a careful and innovative approach to the future with broad based input from residents and neighbors.

Historical Perspective

The Charter Township of Union traces its history and its name to the Civil War. On March 9, 1861, a month before the first shots of war rang out at Fort Sumter, the founding Board of Supervisors formally established Union Township, leaving no room for ambiguity about where their civil loyalties lay.

In 2011, the Charter Township of Union celebrated its 150th year of existence. Once a beautiful pine and hardwood forest and the winter home of the Chippewa tribe, the area that became Union Township would become the center of lumbering, commerce and a fledgling oil industry in Michigan that became a state in 1837.

The first white settlers came to Union Township in 1854 when pioneer John Hursh and his family arrived in the area. Various settlements in the 36 square miles of the original township have long disappeared or been absorbed by the City of Mount Pleasant that lies in the center of Union Township. Mount Pleasant was designated the county seat in 1860 just a year after Isabella County was established in 1859. Mount Pleasant became a village in 1875 and later a city in 1889.

The history of the city at its core, and Union Township that surrounds it, has been bound together since they were both founded.

Union Township Today

With 12,927 residents in 2010, Union Township has the largest population of the 16 townships which make up Isabella County. Union also is the only township that experienced a population increase of greater than 1,000 people between 2000 and 2010.

Union's population trend is more similar to its neighbor, the City of Mount Pleasant, than to other Isabella County townships as well as that of the State of Michigan overall.

As shown in the table at right, the population in both Mount Pleasant and Union Township grew steadily in the past decade. The overall population of the State peaked in 2003 and has been on a steady decline since.

Union Township is in

a unique position of population increase, which may be linked to the growth of Central Michigan University, located in the City of Mount Pleasant.

Population Change in Union Twp 2000-2010			
	2000	2010	% Change
Union Township	7,615	12,927	41.1%
Isabella County	63,351	70,311	9.9%
State of Michigan	9,938,444	9,883,640	-0.6%
Source: US Census Bureau			

C. Local Partners

The following groups, municipalities or entities directly impact the future of Union Charter Township. All of these groups were consulted as part of the 2010 Master Plan process. Continued conversation and partnership with these groups will be vital to successful implementation of the Master Plan.

Saginaw Chippewa Tribal Nation

The Saginaw Chippewa Tribal Nation is a band of Chippewa Indians (or Ojibwe) located in central Michigan. The tribal government offices are located on the Isabella Indian Reservation, near Union Township. There are 2,767 enrolled members of the Saginaw Chippewa Indian Tribe, many who live on the reservation while others live throughout the country. The tribe owns and operates Soaring Eagle Casino in Chippewa Township, and Saganing Eagles Landing Casino in Standish. They also hold land on the Saganing reservation near Standish, with a community center in addition to the recently completed Eagle's Landing casino on the Saganing reservation.

Besides its gaming enterprises, the tribe owns other businesses and community operations including the Sagamok Shell Station, a tribal museum called the Ziibiwing Center, a substance abuse facility, a community clinic and health facilities. The tribe has recently opened a new Elders' Center. Educational programs include an elementary school, as well as a presence in the local public schools through Native American advocates and tutors. The Saginaw Chippewa Tribe is the largest employer in Isabella County and gives more than \$64 million annually to local and state governmental services.

Central Michigan University

Central Michigan University is located in the City of Mount Pleasant but many of its students, faculty and staff live in Union Township. The campus encompasses 872 acres with 94 major buildings. There are seventeen residence halls housing more than 5,000 students and five apartment complexes providing 536 housing units for married and single students, both graduate and undergraduate. Buildings currently in use on campus range in age from Grawn Hall, constructed in 1915, to the Education and Human Services Building opened in the fall of 2009.

Central Michigan University is governed by an eight-member Board of Trustees appointed for eight year terms by the governor of the state of Michigan with the consent of the state senate. The board is empowered with general supervision of the university, control and direction of all the institution's funds, and such other powers and duties as may be prescribed by law.

City of Mount Pleasant

The City of Mount Pleasant was incorporated over 100 years ago and is located in the center of Union Township. It is the county seat of Isabella County. The population of the City of Mount Pleasant has been on the rise since 2000 and is expected to continue to increase.

The City has a council-manager form of government, in which a City Manager is appointed by the City Commission. The Commission is made up of seven nonpartisan members, each elected at-large. The Mayor is a member of the Commission and is selected on an annual basis by his or her colleagues.

Union Township Economic Development Authority

In 2010, the Township board voted to consolidate the oversight of two Downtown Development Authorities, the East DDA and the West DDA into one authority that also now is charged with overseeing economic development activities for



the entire Township, not just the two mostly commercial strips on M-20 on the east and west sides of the community. The new Union Township Economic Development Authority (EDA) is charged with working with the Middle Michigan Development Corporation (MMDC), the regional economic development agency on exploring economic development opportunities. A 2011 economic development plan includes collaborative relationships with the City, County, Saginaw Chippewa Indian Tribe, Central Michigan University and the MMDC.



Mount Pleasant Area Chamber of Commerce

The mission of the Mount Pleasant Area Chamber of Commerce is to enhance a diversified business environment that fosters a progressive and economically viable community. Established in 1909, the Chamber is the unified voice for the business community, and consistently provides valuable programs, products and services to help strengthen the area economy.

Middle Michigan Development Corporation (MMDC)

MMDC is the economic development agency for the region, providing confidential assistance to both existing and new industry. The organization has a broad based 64-member Board of Directors, six primary clients, and 30 corporate sponsors.

Mid Michigan Community College

Isabella County

D. Plan Framework and Goals

Each plan chapter contains an overview of existing conditions, applicable Future Land Use descriptions, and specific goals, as well as recommendations and implementation strategies.

Chapter 2 discusses **Growth Management** and the development pressures occurring in the township.

Chapter 3 addresses **Complete Streets** and highlights areas for non-motorized infrastructure, also drawing on recommendations from the 2006 Access Management Plan.

Chapter 4 includes the Future Land Use map and, addresses **future land use**, housing, commerce and employment, respectively.

The concluding implementation chapter ties the preceding chapters together with the Future Land Use plan and implementation action plan. There, actions are categorized by topic, timeframe, and responsibility. This action plan can serve as an annual checklist to ensure the plan's implementation.

The Plan goals and objectives are summarized below, and revisited in greater detail throughout the following chapters.



Throughout the plan, goals and objectives are highlighted in light blue.



Implementation strategies are highlighted in navy. For a complete list of implementation tools, and timeframes, see Chapter 5.

Plan Goals and Objectives

Goal 1: Preserve and protect key natural and agricultural resources.

- 1.1. Protect significant, sensitive natural amenities such as water bodies, wetlands, mature trees and natural ecosystems.
- 1.2. Coordinate utility expansion in a way that encourages development along existing arterial roadways and on vacant or underutilized sites first.
- 1.3. Preserve areas suitable for farming and agriculture-related uses

Goal 2: Create a safe, balanced and coordinated multi-modal transportation system adequate to accommodate the ongoing growth and (re)development of Union Township.

- 2.1. Connect schools, parks and other public facilities with a system of pathways, bikeways and trails
- 2.2. Prioritize sidewalks in areas where there are connectivity gaps first
- 2.3. Work with the Road Commission to incorporate non-motorized facilities into road improvement projects

Goal 3: Maintain a well-organized, balanced and efficient use of land in the Township.

- 3.1. Re-imagine the Bluegrass Road Subarea as a vibrant destination for community business, social and civic activity.
- 3.2. Continue to encourage quality office and commercial development and redevelopment along corridors.
- 3.3. Encourage sensible, sustainable, diverse, high-quality office, commercial and industrial development in designated areas to ensure employment opportunities remain supported by the community's existing and reasonably anticipated future infrastructure.
- 3.4. Encourage a transition between land uses that provides a logical progression towards more intense uses closer to the City.
- 3.5. Expand housing choices to support multiple options for a wide range of age groups and family types.



A. Introduction

As one of the fastest growing townships in Michigan, Union Township seeks to balance development pressures and accompanying utility expansion with agricultural and natural resource preservation. The previous plan established three agricultural areas designed to preserve prime farmland from further “leapfrog” development. These areas were identified based on an analysis of environmental conditions to determine prime agricultural areas, existing land uses and zoning, and municipal water and sanitary sewer services. This plan clarifies the previous plan by creating “Primary” and “Secondary” growth areas designed to concentrate future development closer to Mount Pleasant and preserve natural features and agricultural land, as well as provide a basis for future rezonings and utility expansions in a systematic way.



Goal 1: Preserve and protect key natural and agricultural resources.

- 1.1. *Protect significant, sensitive natural amenities such as water bodies, wetlands, mature trees and natural ecosystems.*
- 1.2. *Coordinate utility expansion in a way that encourages development along existing arterial roadways and on vacant or underutilized sites first.*
- 1.3. *Preserve areas suitable for farming and agriculture-related uses*



B. Natural Resources

The natural environment is a critical element of the physical basis upon which the Township develops. Alteration to natural features should be carefully considered to minimize impacts and insure mitigation where necessary to maintain the natural balance. Not doing so will alter the system and contribute to increased erosion and sedimentation, decreased ground water recharge and increased surface runoff to the Township’s various lakes and streams.

Soils

Construction costs and risks to the environment can be minimized by developing areas with suitable soils. Poor soils present problems such as poor foundation stability and septic limitations. The three major soil characteristics considered in the analysis of soil conditions are drainage, foundation stability and septic suitability.

Drainage: Development on poorly drained soils increases development costs, maintenance costs, and will lead to sanitary problems. Development costs are increased due to additional foundation, road and septic preparation. Maintenance costs and problems will be associated with septic field failures, flooded basements and impact to roads from frost action.

Foundation Stability: Soil areas that do not provide stable foundations may experience shifting building foundations, cracked walls and cracked pavement and roadways. These problems often result in increased development and maintenance costs or, in extreme cases, structural failure.

Septic Suitability: Because there are many areas of Union Township that rely on individual septic systems, the location of septic systems on proper soils is extremely important. Inspection and approval for use of a septic system is under Isabella County's jurisdiction and ultimately their responsibility to maintain high standards of review to prevent system complications or failures. Septic field failures are often the result of poor soil permeability, high water table or excessive slope. Soils such as compacted clays and silts will not allow wastewater to percolate, a high water table prohibits adequate filtering and excessive slope does not provide adequate percolation.

Wetlands

Wetlands serve a variety of important functions which not only benefit the natural environment but also the community. Some of the primary values which wetlands contribute are as follows:

- Mitigate flooding by detaining surface runoff.
- Control soil erosion and sedimentation loading in rivers and lakes.
- Provide links with groundwater.
- Improve water quality which is degraded by chemicals from fertilizers and pesticides used in agriculture and landscaping/lawn care, as well as stormwater runoff from roads and parking lots
- Function as highly productive ecosystems in terms of wildlife habitat and vegetation.
- Serve a variety of aesthetic and recreational functions.

The largest interconnected series of wetlands are located along the Chippewa River corridor that runs through the western and northeastern portions of the Township.

Future development in areas surrounding these wetlands could significantly impact wetland resources. Therefore, developers and Township officials should evaluate alternative designs to minimize any potential for impact. This is best done by initially considering wetland resources as constraints to development. Minimization of impacts to these resources should take into account the cost of avoidance and the property rights of the individual. If impact is unavoidable, then mitigation should include an analysis of retaining or enhancing the wetland areas to be lost.

Wetland areas are valuable as natural buffers between residential and commercial land uses. They contribute significantly to the aesthetic character of the community. By incorporating wetlands as part of the future development, they will continue to maintain open and green space as well as contribute to retaining the rural setting.

Soils Poorly Suited for Development:

- *Areas with little topographic relief, which does not allow proper drainage.*
- *Areas with excessive slopes which are susceptible to erosion.*
- *Mucks or soils with high organic materials.*
- *Silts and clays.*
- *Areas with high water tables.*
- *Generally along lakes, creeks and wetlands.*

Soils Well Suited for Development:

- *Topographic relief that provides for drainage but not excessively steep.*
- *Loamy and sandy soils.*
- *Areas sufficiently above groundwater table.*

*Objective 1.1.
Protect significant,
sensitive natural
amenities such as
water bodies, wetlands,
mature trees and natural
ecosystems.*



A complete documentation of existing conditions and natural features maps are included in the Appendix.



The term **leapfrogging** refers to the development of lands in a manner that requires the extension of public facilities.



Objective 1.2.
Coordinate utility expansion in a way that encourages development along existing arterial roadways and on vacant or underutilized sites first.



Drainage

Upland areas drain to the low lying wetlands, lakes and streams that pass through the Township. Soil permeability of most upland areas is moderate to moderately rapid. As these areas become developed, the amount of water infiltrating the surface will decrease and the surface runoff will increase. This will be caused by clearing of natural vegetation, addition of impervious material to the land (buildings and pavement) and installation of storm drains. These will have the cumulative effect of increasing the peak discharge to the area's drains, streams and lakes while reducing the amount of water infiltrating to ground water. Minimization of these impacts may involve protecting native vegetation, on-site stormwater retention and clustered development.

Prime Farmland

The Township has adopted priority development areas to ensure the preservation of active farmland. The Township is a fast growing community, so these proactive measures are designed to prevent further damage caused by sprawl into active farm land. Instead, it is more valuable to establish rules for orderly development that will avoid future leapfrogging and further fragmentation. It is a goal of this plan that any new residential development be placed adjacent to existing residential or commercial development, be served by existing utilities and be located on a paved road.

C. Township Utilities

In order to protect the health and safety of the residents and environment in Union Township, utilities should be carefully planned and financed. In doing so, future development should be linked to the capacity of systems and existing or planned locations of pipes.

The capacity of municipal infrastructure impacts the development potential of different land uses. Industrial development needs high pressure water. Residential dwelling units on less than an acre usually must be serviced by a municipal waste water system, since septic fields require an acre or more of land. Commercial uses tend to locate where municipal services are available either out of necessity or cost.

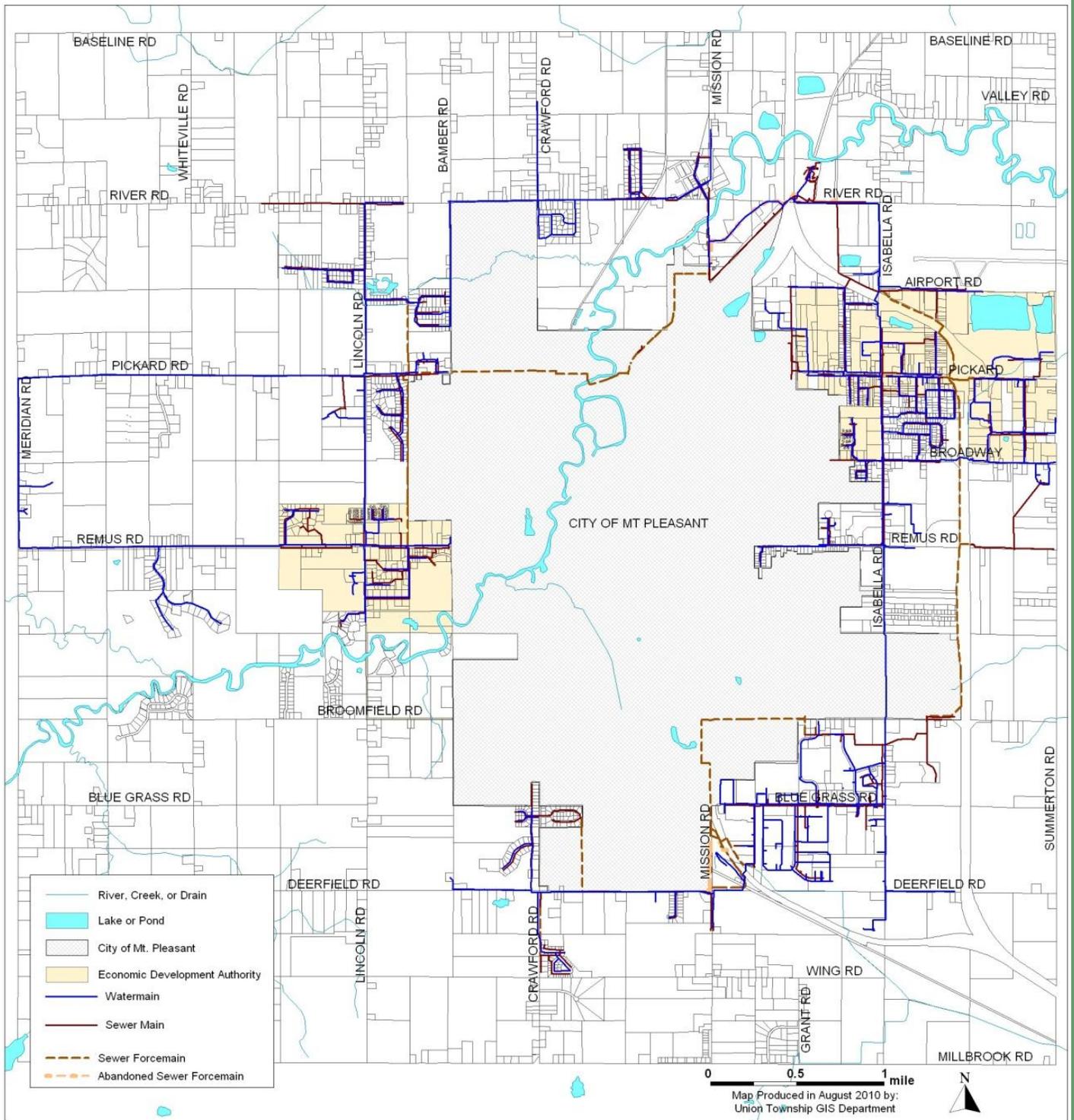
The Township provides water and sewer utilities to significant portions of the Township abutting Mount Pleasant; the Township's wastewater service area essentially rings the city. While some of the Township's sewer force mains travel through the city limits, they do not share any connections with Mount Pleasant's system. In many cases, the pipes run parallel but do not connect.

In 2014, the Township's water service loop was completed, connecting the previously separate north and south side water systems. The water main installed along Broomfield and Lincoln Roads brings the possibility for expanded capacity in that area, but the area is not yet served by sanitary sewer. Future service needs should be evaluated to provide expansion efficiently and equitably across the community.

Future Utility Planning

Based on these circumstances, the opportunities for collaboration between the Township, City and Tribe are many:

- The Township or Tribe could purchase additional capacity from the City instead of expanding or creating new systems
- The Township could expand its water system as planned and sell additional capacity to the Tribe
- Future utility delivery should be a topic for discussion between the Township, City, Tribe and CMU.



Utility Map

Request GIS Dept. to update this map for us

*Objective 1.3.
Preserve areas
suitable for farming
and agriculture-related uses*



The previous plan identified agricultural growth areas based on the County's prioritization criteria. This plan builds on these recommendations with updates to Future Land Use to provide a policy framework for future development, rezonings and utility expansions to support it. See the appendix for more information.

Growth Boundary: Primary Growth Area

- Served by municipal utilities
- Located on a paved road

Rural Buffer: Secondary Growth Area

- Future development limited by adjacency to utilities and paved roads
- Intended for development after Primary Growth Area is fully developed

Rural Preservation: Prime Farmland

- No municipal utilities
- Unpaved roads
- Do not permit development
- Only agricultural and large lot, rural residential

D. Growth Management Boundary

The residents of Union Township have consistently said that preserving the natural beauty and agricultural character of the Township and controlling urban sprawl are important priorities for planning the community. The Township also desires to be able to provide efficient infrastructure services to support development. One of the most effective ways to meet both of these goals is with a growth boundary. The growth boundary concept in the plan is designed to encourage the following:

- Compact, efficient land use,
- Protection of farmland and natural areas,
- Efficient provision of utilities, services and infrastructure,
- An efficient transportation system,
- Locations for economic growth, and
- Diverse housing options.

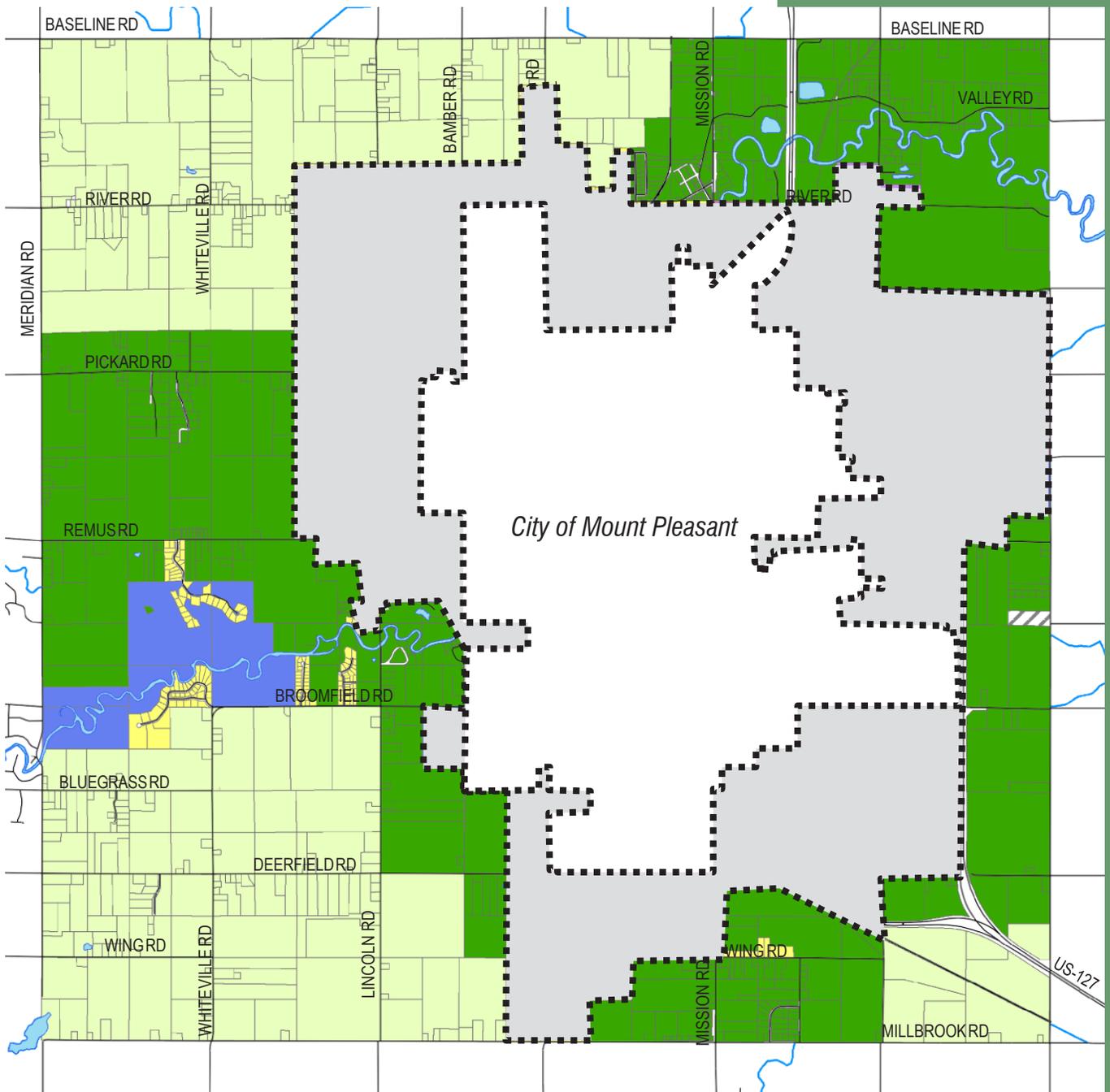
The growth boundary marks the separation between rural and urban areas and defines land that can efficiently support urban services such as sewer, water and roads. Priority growth areas are adjacent to existing development, are served by municipal utilities, and are located along paved roads. These areas are predominantly adjacent to Mount Pleasant.

Development outside the boundary is not prohibited; however, because public utilities are not available in these areas, development needs to be maintained at a relatively low intensity and the character of development needs to not adversely impact natural features and agricultural uses.

There is presently vacant or underutilized land within the growth boundary that can be served by public water and sewer. By focusing new development in these areas first, the Township and the County can more efficiently provide the necessary infrastructure to support new growth.

The growth boundary is not intended to be static, but should be evaluated on a regular basis along with other updates to the Master Plan. With each update, the following criteria should be taken into consideration for amending the growth boundary:

- Amount and capacity of undeveloped or under-developed land currently within the growth boundary, which should be used to satisfy the demand for development prior to expanding the boundary.
- Projected population growth within the Township and demand for future development.
- The ability to extend public water and sewer to serve new land areas outside of the growth boundary.
- The capacity and condition of the road system to support the new growth areas.
- The ability of the Township, County and other public agencies to provide necessary services to the new growth areas and the additional resulting population.
- The impact of higher density development from expanding the growth boundary will have on natural features, agricultural uses and rural character.
- Consistency with the goals and objectives of the Master Plan.



Land outside the growth boundary is separated into two distinct Future Land Use categories:

Rural Preservation

Rural Preservation Areas outside of the growth boundary should be maintained at a low intensity rural character of development that will not adversely impact natural features and agricultural uses. Agriculture should be promoted and future rezoning requests for residential should be prohibited to prevent leapfrog development.

Rural Buffer

Rural Buffer areas do not have sewer and water, but are appropriate for agriculture uses and some infill with low density residential. Typically located on the fringe between rural and more urbanized areas, future rezoning in this district should be limited for more intensive uses, especially those requiring extended utility service.

Growth Boundary Map



Sources: Union Township, MCGI

 Growth Boundary

See also the Future Land Use Map in Chapter 4

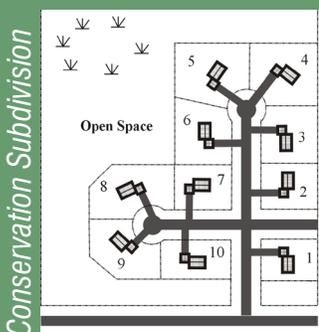
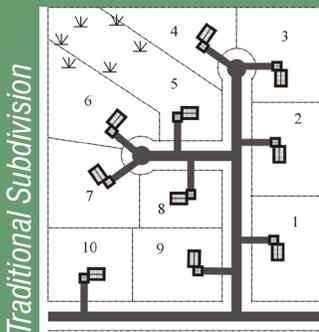
Best “Green Development” Management Practices

- Reduces stormwater runoff volume and improves stormwater quality.
- Protects community character/aesthetics.
- Reduces salt usage and snow removal on paved surfaces.
- Improves urban wildlife and habitat opportunities.
- Provides additional stormwater capacity for nonconforming sites without modern detention facilities.



Roadside stormwater drains reduce the effects of heavy rainfalls and flooding throughout the Township, and should be protected from encroaching agricultural activities.

Conservation Subdivisions



Recreation / Institutional

This category is designated primarily for large-scale recreation, natural features and open space.

Tribal Trust Lands

These areas are under the jurisdiction of the Saginaw Chippewa Indian Tribe.

E. Best Practices

Low Impact Design

A more environmentally responsive strategy used to manage stormwater collection and disposal involving both private development sites and municipal projects is through the use of Low Impact Development (LID) methods. LID is an alternative approach to development aimed at conserving natural resources and protecting the environment by strategically managing rainfall close to its source, minimizing impervious coverage, using native plant species, and conserving and restoring natural areas during site development or redevelopment. Design techniques are focused on the use of applications that are modeled after nature, rather than building costly infrastructure and water quality restoration systems.

While low impact design is encouraged wherever it can be applied, it is specifically warranted in areas where vegetation may be installed in lieu of impervious surfaces (i.e. pavement). It can be applied to open spaces, rooftops, streetscapes, parking lots, sidewalks, and medians. In many cases, these beneficial design alternatives offer a significant long-term cost savings, even when factoring in some additional maintenance costs. Design options to consider include use of rain gardens, native plant species, street trees (i.e. planter boxes, tree pits), bioswales and pervious pavement.



Example: Native species bioswale



Conservation Subdivisions

In order to maximize open space preservation, one technique for new housing subdivisions is to promote cluster development in conservations subdivisions. This form of open space development incorporates smaller lot sizes to minimize total impervious area, reduce total construction costs, conserve natural areas, provide community recreational space, and promote watershed protection.

Conservation subdivisions begin by defining sensitive areas of the property (farmland, ponds, steep slopes, wetlands, wooded areas, etc.) that should be preserved, then clustering building sites on the remaining, more suitable, land. While lot sizes are reduced, the overall permitted density is not increased but the environmentally sensitive areas are protected and preserved. This reduces development costs in two ways: It avoids expensive mitigation and grading of the more challenging features on the site and reduces the length of streets and utilities needed to serve the individual lots. The resulting open space not only

adds to the character and livability of the development, but actually increases property values.

Large Lot Zoning

This zoning tool may be useful in preserving land for agricultural use. It is important to understand that large lot zoning, by itself, does not preserve farming; only the farmer can do that. Rather, this technique is intended to permit larger blocks of land to be set aside for farm use. This technique simply increases the lot size required in residential zoning districts where farming operations exist. Lot sizes are generally greater than 10 acres, depending on the objective (farmland preservation vs. rural character). In areas where farmland preservation is a primary focus, lot sizes of 40 to 160 acres with only one residence is found to be most effective, however this would not be practical in Union Township. Union Township currently has a 1-acre minimum lot size in its Agricultural district. This may be somewhat effective in curtailing non-farm development in these areas and directing growth to the northern portion of the Township, but should be used in combination with density based zoning such as the quarter/quarter zoning described above or PUD to preserve larger tracks of land for farming.

Growth Management Implementation Strategies



- *Ensure coordination between Public Works and Planning Departments so Township utilities are expanded in a logical, efficient manner.*
- *Limit sewer and water extensions to areas not designated for agricultural preservation.*
- *Create a cluster housing option in the Zoning Ordinance to promote smaller single-family lots and shared open space.*
- *Ensure that lot sizes in Agricultural zoning districts are large enough (5 or 10 acres) to prevent fragmentation of identified priority agricultural areas*
- *Revise Ag district to limit future subdivision for single-family homes*
- *Prepare and annually update six-year capital improvements plan that coordinates with the master plan*
- *Support accessibility to local food*
- *Expand recycling facilities to accommodate recycling for businesses and multi-family uses*
- *Update screening requirements to allow rain gardens, bioswales, bioretention areas and filter strips*
- *Revise parking regulations to include allowances for pervious surfaces in parking and loading areas.*
- *Implement parks improvements from the Parks and Recreation Plan*
- *Encourage the use of cluster development, vegetated swales, downspout disconnection and other practices that reduce impervious surfaces and increase storm water infiltration.*
- *Promote Low-Impact Design (LID) to reduce the level of stormwater runoff*
- *Implement community programs that promote best practices for improving*
- *Promote education of proper septic drainfield maintenance to increase lifespans of systems and preserve water quality*
- *Require more frequent septic systems inspections*
- *Require vegetated buffers from all wetlands, streams, lakes and rivers to protect water quality.*

For a complete listing of implementation strategies, tools, and timeframes, see Chapter 5: Implementation

3. TRANSPORTATION

A. Introduction

Changes in land use impact travel patterns and road capacity. Because the quality of the transportation system impacts the development pattern, ideally the land use and transportation systems are planned together. This can be a challenge in Union Township where most roads are under jurisdiction of the Isabella County Road Commission. This plan sets forth goals and actions to encourage a coordinated approach with consideration of various travel needs (auto, freight, pedestrians, bicyclists and transit users).



B. Complete Streets

Planning the township transportation system involves more than just moving vehicles efficiently and safely. A transportation system needs to meet the needs of all types of users – motorists, pedestrians, bicyclists, and transit users. In some cases, this can be accomplished with lower vehicle speeds to be more supportive of bicycles and pedestrians, while in other places, wider vehicle lanes and higher speeds may be needed for vehicle and goods movement. The design of the transportation system also needs to reflect the context of adjacent land uses. Nationally, this approach is often referred to as “complete streets”, harmonizing streets with their surroundings while interlacing transportation networks to meet the mobility needs of all users.

Sidewalks and Pathways

Sidewalks have many benefits. When sidewalks exist, people walk more frequently which contributes to public health and neighborhood cohesion. In addition, sidewalks provide an alternative mode of transportation. Recent studies have also demonstrated that subdivisions with sidewalks tend to better sustain higher property values. Connections between neighborhoods and nearby activity nodes like schools, parks and commercial nodes also contribute to the township’s quality of life. The Non-Motorized Transportation map illustrates the location of existing sidewalks. While many areas of the community have a complete sidewalk network, there are many developed areas that lack a complete sidewalk network or lack sidewalks in general. As new development and redevelopment occurs, opportunities to construct sidewalks should be pursued,

Goal 2: Create a safe, balanced and coordinated multi-modal transportation system adequate to accommodate the ongoing growth and (re)development of Union Township.



- 2.1. Connect schools, parks and other public facilities with a system of pathways, bikeways and trails
- 2.2. Prioritize sidewalks in areas where there are connectivity gaps first
- 2.3. Work with the Road Commission to incorporate non-motorized facilities into road improvement projects

especially in close proximity to schools, parks and activity nodes and along major thoroughfares as indicated on the Non-Motorized Transportation map.

The Township defines pathways (separate from sidewalks) and their use as follows: An off-road shared use, non-motorized path, usually asphalt, separate from the public road (though sometimes in the public right-of-way). All cyclists regardless of age are encouraged to use pathways. The Sidewalks and Pathways Ordinance establishes policies for the installation of sidewalks; the Township also established a Sidewalks and Pathways Planning Committee to establish priorities for sidewalk construction in the Township.

CMU has a system of existing and proposed bike paths that should be considered in any Township non-motorized transportation planning effort. Although these paths are internal to or on the periphery of campus, they are relevant to the Township because students rely on them to get to from the apartment complexes and classes via Broomfield Road.

Crossing Improvements

The design of crosswalks is critical to ensure proper safety for pedestrians and vehicles. Safety hazards exist whenever pedestrians or bicyclists intersect with individual driveways, or where they meet at an intersection.

Several crosswalks have been improved throughout the township but many more need improvements to improve safety for users. Union Township should work with the Road Commission to improve crosswalks considering the following:

- Use pavement markings to clearly indicate where pedestrian activity will occur; vehicles must not be allowed to block these areas. Colored or decorative pavement treatments will bring greater visibility to crossings.
- Maintain clear vision zones at intersections to increase visibility.
- Provide adequate lighting at intersections so pedestrians are safe at all hours.
- Include overhead flashers to indicate non-signalized crossing points. Mid-block crossings can be further enhanced by using pavement markings or texture and signage at the motorists' eye level.
- Consider restricting right turns on red at high volume intersections, as most motorists fail to consider the pedestrian when turning.
- Include medians in the design of intersections, especially where a high volume of pedestrian activity is expected. Medians provide safer crosswalk options and refuges for pedestrians.
- Mid-block crossings should include pedestrian refuge islands.
- Decrease street width at crossing points by installing sidewalk flares and curb extensions, medians or raised islands to create a safe haven for pedestrians and bikers.

Resident Survey Highlights: Complete Streets

- 19.8 percent of residents surveyed in 2016 ranked "Pathways linking residence to parks" as their top suggestion for enhancing Township parks
- One third of those surveyed indicated "more sidewalks" should be a high priority for the township's General Fund
- 65% of residents indicated support for a special assessment for additional sidewalks and pathways in the township

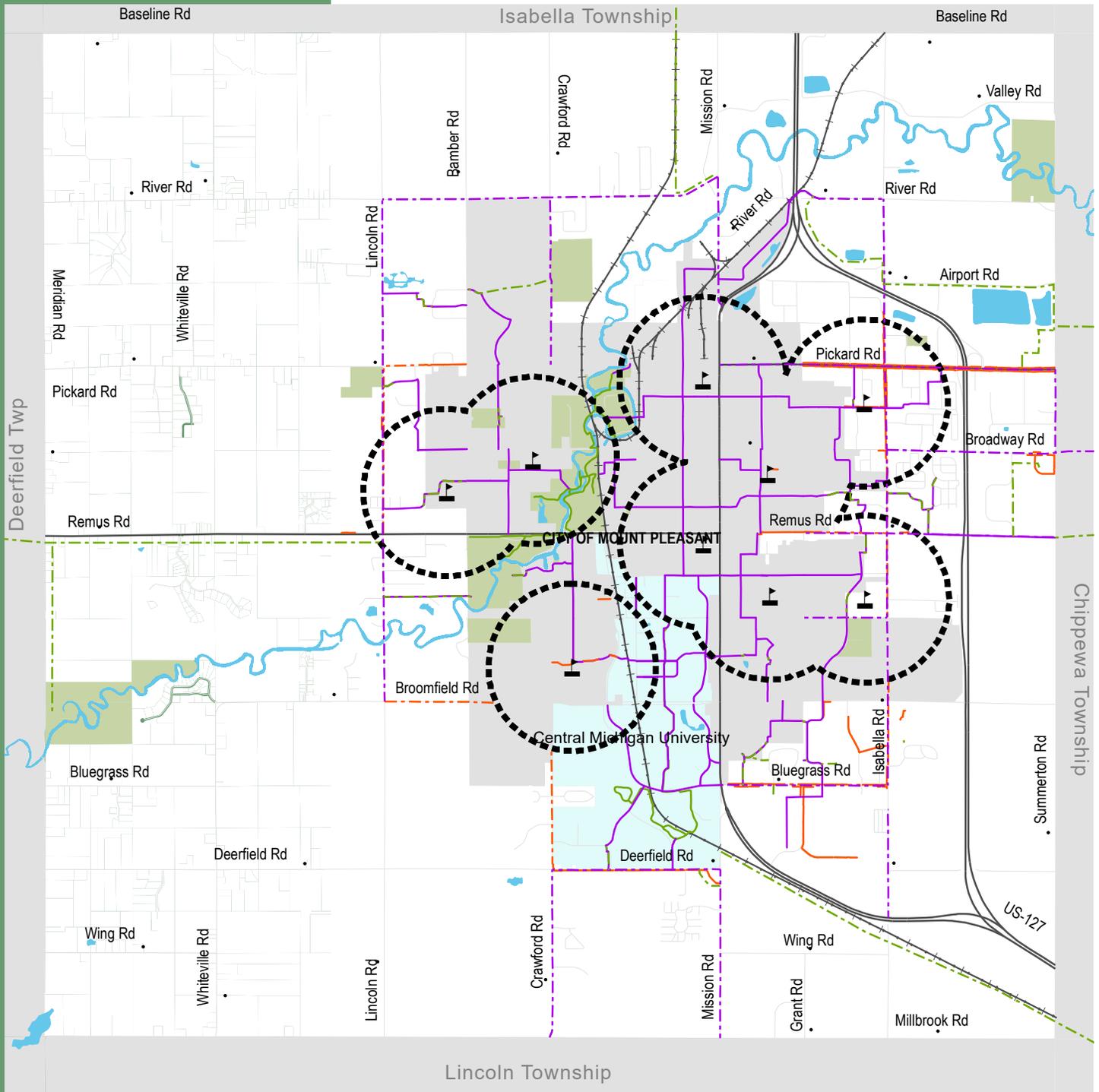
Benefits of Complete Streets:

- Provides connections between homes, schools, parks, public transportation, offices, and retail destinations.
- Improves pedestrian and cyclist safety by reducing potential crashes between motorized and non-motorized users.
- Encourages walking and bicycling that improves health and fitness.
- Provides options to make fewer driving trips, saving money.
- Research demonstrates pedestrian and bike-friendly cities have more economic vitality.

Objective 2.1.
Connect schools,
parks and other public
facilities with a system of
pathways, bikeways and
trails



pavement treatments, signs, and overhead lights can help better delineate pedestrian crossings



Non-Motorized Transportation

0 0.25 0.5
Sources: MCGI, Union Township, The Greenways Collaborative, LSL Planning



-  Schools
-  Parks
-  Safe Routes to School 1/2 mile walk zone

	Existing	Proposed
Sidewalks		
Bike Routes		
Trails		

Transit

Public transit is well supported and used in the Township. While it is primarily geared toward the student population, it is recognized as being forward-thinking and willing to adapt to local needs. The Isabella County Transportation Commission (ICTC) provides demand-response transit services to Union Township and the surrounding areas. The ICTC provides dial-a-ride service to the entire county, with additional service to Clare, Remus, and Oil City. They also provide a fixed-route campus shuttle between the CMU campus and the several large apartment complexes and shopping areas in the Township.

*Objective 2.3.
Work with the Road
Commission to
incorporate non-motorized
facilities into road improvement
projects*



Complete Streets Implementation Strategies



- *Adopt a resolution in support of Complete Streets.*
- *Update the inventory of sidewalks and bike lanes from the 2011 nonmotorized plan.*
- *Complete the planned pedestrian sidewalk and pathway system, especially to fill in gaps and connect neighborhoods with destinations like schools, parks, neighborhood shopping and entertainment districts, and cultural institutions.*
- *Support public education that promotes the personal and environmental benefits of active lifestyles.*
- *Work with Isabella County Transportation Commission towards increasing sidewalk connectivity within 1/4 mile of all existing and planned bus stops in the Township.*
- *Use the Site Design Checklist provided in the 2011 Non-Motorized Plan as a model framework during site plan review, and provide copies of the list to developers to use as a reference guide*
- *Encourage the Road Commission to support the creation of “Complete Streets” that consider the needs of vehicles, bicyclists, and pedestrians equally*
- *Re-engage the Pathways Committee; encourage regular meetings to prioritize improvements to the existing sidewalk and pathways network.*
- *Work with organizations and advocacy groups such as bike users, seniors, and schools to develop Safe Routes to School programs and trail organizations to identify priority needs for walking and biking.*
- *Pursue local, state and federal funding to continue implementation of a non-motorized transportation system, both in the right-of-way and off-road trails / pathways*
- *Acquire easements where feasible for non-motorized facilities in areas where right-of-way is insufficient*
- *Require bike racks for certain new, non-single family developments and promote installation of bike racks at key locations.*
- *Require non-motorized connections between sidewalks and business entrances, transit stops, and neighborhoods*
- *Require easements during site plan review where right-of-way is insufficient to provide non-motorized facilities*
- *Amend sidewalk ordinance to remove waivers for sidewalks in commercial districts*

See maps from the 2006 Access Management plan and learn more about these recommendations in the Appendix.

Basic Principles of Access Management

Six basic principles are used to achieve the benefits of access management:

- Limit the number of conflict points,
- Separate conflict points,
- Separate turning volumes from through movements,
- Locate traffic signals to facilitate traffic movement,
- Maintain a hierarchy of roadways by function, and
- Limit direct access on higher speed roads.

Source: MDOT

The 2006 Access Management Plan focused on M-20 and US-127 BR. These recommendations can also be applied to other corridors in Union Township where appropriate.

C. Access Management

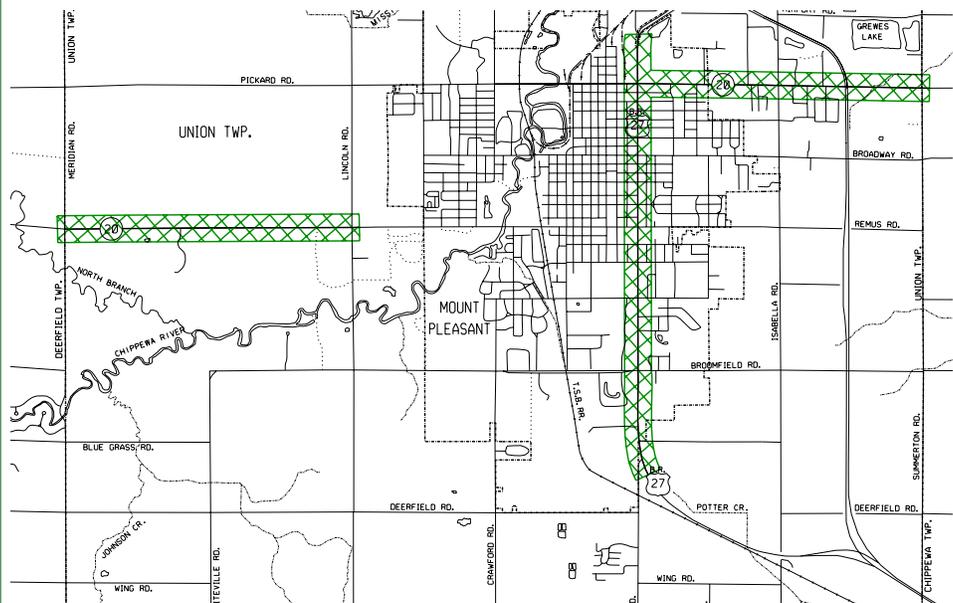
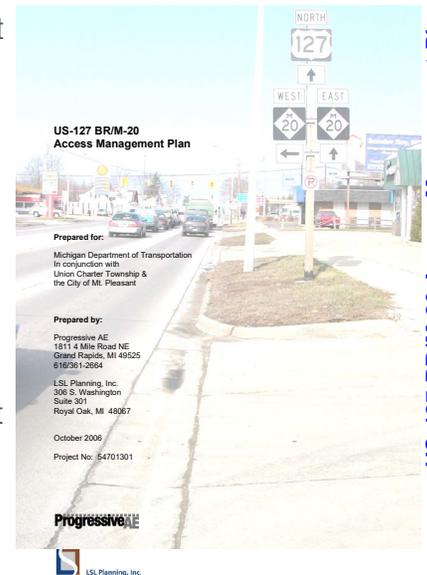
The purpose of the 2006 Access Management Plan for the US-127/ M-20 corridors was to improve traffic operations and reduce crash potential along key corridors in the township, while retaining reasonable access to existing and future developments. This plan outlines recommendations for US 127 BR, M-20/ Pickard Rd., and M-20/Remus Rd. developed in conjunction with MDOT and the City of Mount Pleasant. A draft overlay zoning district was also developed in 2006 to implement the recommendations of this access management plan. This overlay has not yet been adopted, however. The zoning amendments as well as the approval process for development review and MDOT approval recommended in the plan should be adopted to ensure a safe and efficient state trunkline.

In addition, these principles should be applied to other commercial corridors, like Bluegrass and Isabella Roads, to promote safety and efficiency.

Access Management Recommendations

While it may not be possible to retrofit certain corridor sections to meet current spacing guidelines for new driveways, the goal is still to minimize the number of driveways as much as possible.

- Establish future right-of-way needs (widths) for corridors, including:
 - » Allow for variations in road location, based on existing development and natural elements which the Township may wish to preserve
 - » Accommodate drainage needs and topographical changes
 - » Accommodate operational features such as turn lanes at intersections and potential transit facilities, and
 - » Flexibility in road design to allow for bike lanes, sidewalks, buffer strips between the curb and sidewalk, etc.



US-127 BR & M-20 ACCESS MANAGEMENT PLAN
STUDY AREAS

- Increase minimum lot frontage along corridors.
- Adjust front yard setback requirements.
- Adopt access-related recommendations from the plan as amendments to the Zoning Ordinance.

Many of the recommended retrofit improvements in the plan will only become implementable when an owner or developer approaches the township, Mount Pleasant, or MDOT during an approval process. However, alternative funding strategies may increase the feasibility of many projects. For example, funding may be included as part of a street reconstruction project for those who volunteer to have their access modified per the Master Plan. In some cases, entities such as a downtown development authority have offered to pay between half- and full-cost for those who volunteered.

Other creative funding strategies include offering to waive permit fees in exchange for a closed, changed or shared access. Additionally, some communities have offered to provide trees or other right-of-way improvements where access is eliminated.

Pickard Road (retrofit)

The high number of vehicle trips, existing access points and abundant signage along this corridor underscores the critical importance of implementing access management recommendations geared towards retrofit access.

M-20/Remus Road (future access)

The 2006 plan indicates that poor driveway spacing and poor driveway offsets are the primary access-related deficiencies along this corridor. Development pressures along M-20 near Lincoln Road underscore the importance for ongoing collaboration with the Isabella County Road Commission and MDOT.

See [page xx](#) in the commercial section for more on development near this corridor.



Access Management Implementation Strategies

- *Implement recommendations from the 2006 Access Management Plan for Pickard and Remus Roads during site plan review*
- *Require cross access and shared access for driveways in commercial districts.*
- *Require transportation impact studies during development review to ensure walking, biking and transit facilities are as safe, convenient and comfortable as road facilities.*
- *Create specific access management recommendations for Bluegrass Center.*



For a complete listing of implementation strategies, tools, and timeframes, see Chapter 5 Implementation

Priority Application: Bluegrass Center

As one of the prime developing areas of the township, Bluegrass Center will need careful consideration of both access management and improved pedestrian connections between businesses and residences. While not a part of the M-20 Access Management Plan, this area can benefit from similar recommendations in terms of shared access, cross access easements, reducing turn conflicts, and service drives.

Bluegrass Road, envisioned to be a town center, should be retrofitted to minimize the number of driveways, include multi-use pathways on both sides of the street, and ensure safe pedestrian crossings at intersections. Cross access between sites should be required and future plans for a road network should be developed. Careful consideration for access management should also be considered with adjacent Mount Pleasant along Broomfield Road and across developments on either side of the border. (See the Bluegrass Center Concept Plan on [page xx](#)).

Worn pathways in the grass and a wheelchair in the center turn lane are clear evidence pathways are needed along Bluegrass Road.

A. Introduction

The Future Land Use Plan for the township is a guide to assist officials in decisions relating to day-to-day planning, zoning, land subdivision, and public improvement issues. From time to time, the Plan should be reviewed and revised as necessary to respond to changing needs of the community.

New land use and community character challenges arise as Union Township continues

to grow: competition for desirable land uses from surrounding communities will increase; redevelopment of aging sites will increase in importance; management of traffic on the existing roadway network will continue to be a priority; and balancing expanding the public infrastructure system while maintaining the current system. As a result, the development strategy has shifted towards focusing on vacant or underutilized property to provide for quality redevelopment first before continuing to expand into greenfield sites.

The Future Land Use Plan is a representation of general physical features and land use activities in the township when fully developed and does not imply that all of the changes will or should occur in the near term. Development and redevelopment will proceed in a manner consistent with policies on the environment, transportation and infrastructure capacity, and other matters which help determine the appropriate timeframe.

Zoning decisions should also produce changes that, over time, gradually establish greater conformity between the Zoning Map and the Future Land Use Plan. The Future Land Use Map should be carefully considered to ensure consistency is maintained when making decisions on planning and development matters; community changes which directly conflict with the Future Land Use Map could undermine the long-term objectives of the township and should be avoided.



Goal 3: Maintain a well-organized, balanced and efficient use of land in the Township.



- 3.1. Encourage a transition between land uses that provides a logical progression towards more intense uses closer to the City.
- 3.2. Expand housing choices to support multiple options for a wide range of age groups and family types.
- 3.3. Re-imagine the Bluegrass Road Subarea as a vibrant destination for community business, social and civic activity.
- 3.4. Encourage sensible, sustainable, diverse, high-quality office, commercial and industrial development in designated areas to ensure employment opportunities remain supported by the community's existing and reasonably anticipated future infrastructure.
- 3.5. Continue to encourage quality office and commercial development and redevelopment along corridors.

B. Factors Considered

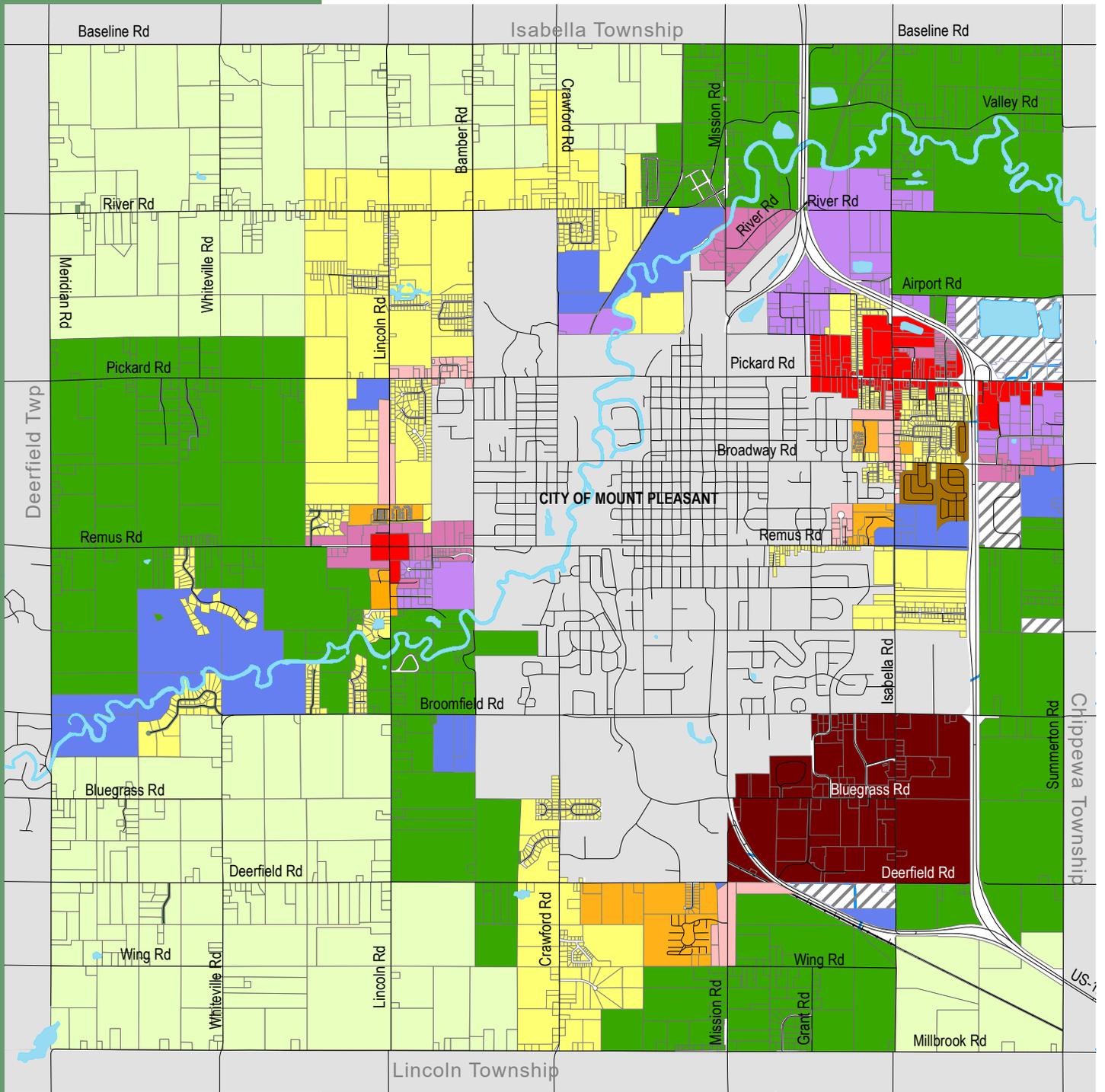
In addition to those challenges listed above, the following factors influenced the proposed future land use pattern in Union Township:

- Existing land use - Wholesale changes to the existing land use pattern would be difficult. The locations of most existing commercial and industrial developments are appropriate, and the community land use patterns have evolved around these existing land uses.
- Relationship of incompatible uses - The future land use plan strives to diminish incompatible land use relationships by providing a transition of land uses, such as offices between retail and single-family residential areas.
- Natural features - The types of development and allowable density shown on the future land use map were determined by the location and extent of natural features. For example, lower overall development densities are proposed for properties containing significant wetland areas to encourage clustering in buildable areas.
- Existing Township Master Plan - The future land use plan contained in the previous plan was re-evaluated based on current trends and conditions for this update.
- Infrastructure - The density of residential uses and the location of land uses such as industrial and commercial are dependent on the availability and the capacity of the infrastructure system. Portions of the Township are currently served, or are planned to be served, by public water and sewer. The capacity of the road network defines the intensity of uses that may be served without adversely impacting traffic operations. The availability of community facilities such as schools, recreational facilities, police and fire protection places bounds on service to land use, particularly residential density. For this reason, this plan includes a growth boundary.
- Township Vision - The land use pattern desired by Township officials and property owners has been expressed with the objective of a diversified tax base, employment opportunities, provision of services for residents and desire for a mixture of uses.

For more info on infrastructure and the growth boundary see Chapter 2: Growth Management, for more on road system, see Chapter 3: Transportation

Future Land Use Planning Principles:

- *Continue to sustain the overall residential and rural character of the township.*
- *Provide an attractive business environment and opportunities for businesses to expand the economic diversity of Union Township and contribute to the overall economic strength.*
- *Ensure the transition from one use or grouping of uses to another is compatible with surrounding uses through screening and buffering.*
- *Foster the revitalization and redevelopment of existing uses or areas which have deteriorated or have become obsolete.*
- *Promote systematic development of residential, commercial, and industrial uses in specific areas and corridors as recommended to take advantage of existing infrastructure and future improvements.*
- *Promote compatibility between existing and future uses along Union Township's boundaries with other communities.*



Future Land Use



Sources: MCGI, Union Township, LSL Planning

- | | |
|---|---|
|  Rural Preservation |  Neighborhood Service |
|  Rural Buffer |  Community Commercial |
|  Residential |  Commercial/Industrial Mix |
|  Residential- Attached |  Industrial/Employment |
|  Manufactured Housing |  Recreation/Institutional |
|  Bluegrass Center Area |  Tribal Trust Lands |

Read more about Rural Preservation and Rural Buffer in Chapter 2: Growth Management

C. Housing

The success of Union Township neighborhoods still relies in large part on the creation, preservation and rehabilitation of the housing stock, the availability of home ownership, the proximity to community facilities and services, and housing options for all segments of the population.

People looking for a place to live, or deciding whether to stay within a geographic area, typically focus on several factors. These factors include the character of the neighborhood/immediate area, quality of the public school system, distance from the workplace, perceptions of home value appreciation, the diversity of housing available to meet changing needs and income levels, among other issues.

This section serves as a basis for future land use plan strategies regarding housing to support residential land uses that are further detailed later in the chapter.

Residential

After agriculture, this category is the township's predominant land use, and is meant to promote single-family homes on a variety of lot sizes. With new development, subdivision design should protect open space and natural features and limit single driveways onto corridors.

Residential – Attached

This land use category covers a variety of attached dwelling units and includes areas planned for both medium- and high-density residential development including duplexes, attached condominiums, townhomes, and flats.

Manufactured Housing

This category is provided primarily for manufactured housing communities, such as those located on Broadway Road between Isabella Road and US-127. This designation is limited to areas along Major Arterial roads served by utilities.

Housing Best Practices

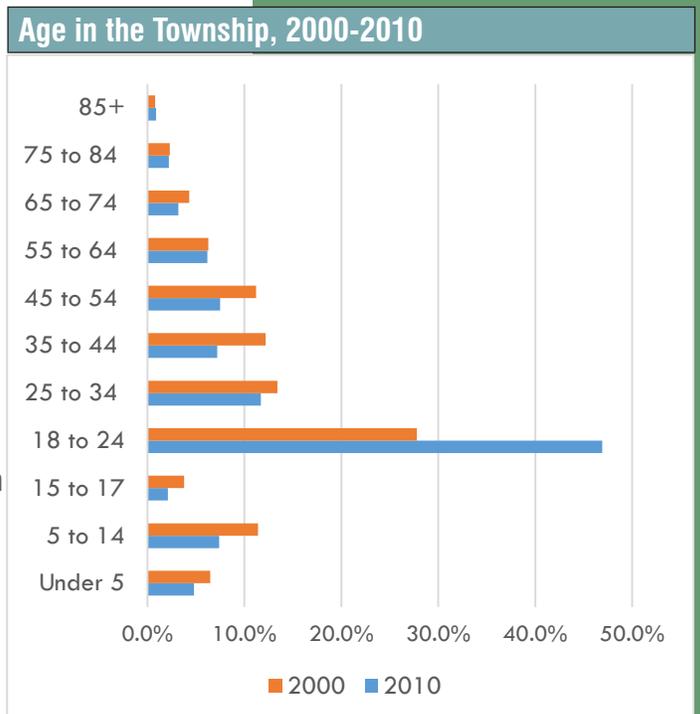
Union Township offers a range of housing opportunities including single-family residential, manufactured home communities, multi-family residential (low to high density apartment or condominium developments), and townhouses. This section identifies ways to continue to diversify new housing opportunities for various income and age groups.

Housing Options for Changing Demographics

Demographically two segments of the national and local population are transitioning and present an opportunity for the Township; these include baby boomers and young adult households. A significant segment of the existing Union population has lived there for 15 to 20 years and will soon become or is empty nesters. They have raised their children in the community and have established personal and professional relationships which anchor them. However, these active empty nesters may be inclined to seek a different lifestyle including as its centerpiece, a new potentially smaller condominium home in a highly amenitized environment which might include a golf course, central clubhouse/activity center, trails or even an urban hub with retail and entertainment options.

The housing needs of seniors is an important part of the commitment to provide appropriate housing choices for all of its residents. Viable housing options should include remaining

Cohorts for Township residents ages 18-24 saw the greatest increase between 2000-2010, at approximately 50%, likely stemming from more university students living in the township



Objective 3.2: Expand housing choices to support multiple options for a wide range of age groups and family types.



In December 2016, a countywide Target Market Analysis indicated that attached housing units such as townhomes, row houses, lofts, and multiplexes accounted for nearly three quarters (74%) of the maximum potential growth for Isabella County, 60% of which was expected to come from the City of Mount Pleasant and surrounding areas.

Renters now account for 62% of households in the Township, whereas County and State trends for renters are estimated at 40% and 29%, respectively.

at home as long as possible and is especially important to residents who want to stay in the neighborhoods they are most familiar with and be near family and friends. Retrofitting existing homes to be accessible for seniors desiring to “age in place” could include ramps, wider doorways, and first floor bedrooms and accessible bathrooms. Where “aging in place” is not feasible, special facilities, such as senior independent living, assisted living and congregate care is another important housing option to be provided within the community.

In order for housing to be affordable for multiple income levels and family types, a balance of owner and renter-occupied units for a variety of incomes should continue to be provided. Smaller families and couples may desire alternatives to single-family detached, owner-occupied housing, such as townhomes, flats, and apartments above storefronts. Other households may choose to rent to maintain mobility. In cases where there may be a trend in renter-occupied single-family homes, the Township should monitor housing quality to ensure neighborhood stability.

Because of the township’s proximity to Central Michigan University, it will continue to see a demand for student housing. The Township seeks to strike a careful balance between serving the market and protecting character of the community. The Bluegrass area remains the best location for new housing catered to students. As other older apartment complexes age, retrofitting them with better architectural and site design will become more important to ensure they match the quality and character desired in the township.

Multiple-Family Design Guidelines

Multiple-family residential dwelling units help to improve the choice of housing

Owner- vs. Renter-Occupied Housing				
Community	Owner-Occupied		Renter-Occupied	
	Number	Percent	Number	Percent
Township	1,838	38%	2,966	62%
County	14,838	60%	9,823	40%
State	2,728,815	71%	1,112,333	29%

Source: 2011-2015 American Community Survey Estimates

Current Conditions: Attached Housing



Multiple-family complexes should provide sufficient bicycle parking. Covered parking and screened waste receptacles would be even better to improve the appearance.



These attached units could benefit from sidewalks, more prominent entrances and less prominent garages.



These apartments need sidewalks along the edge of the parking to eliminate pedestrian and vehicular conflicts in the parking lots

types and to provide housing opportunities. Several areas have been classified for medium- and high-density residential use at strategic locations in the township and provide opportunities for development. Multi-family residential also provides opportunities for an older population (empty nesters, retirees and those in need of care). Multi-family housing types extend beyond the typical multi-family apartment building. Single-family attached condominium units as part of planned development projects have been a fast growing housing choice for empty-nesters and retirees.

Multiple family or attached single-family structures should incorporate architectural design elements that emulate single-family neighborhoods such as pitched roof lines and prominent entries, and minimize appearance of garage doors. Sites should provide pedestrian connections between building entrances, public pathway connections, and parking areas. Important site design features include waste receptacle screening, parking lot landscaping, bike storage.

Housing Preservation and Maintenance

Residents who take pride in their homes, whether rented or owned, can contribute positively to a neighborhood's image and reinvestment opportunities. Therefore, home stewardship should be supported broadly, beyond owner-occupied residences to include rental home and apartment maintenance. Currently, the Township requires rental inspections, which keeps tabs on building safety. This could be broadened to ensure zoning compliance. For more on code enforcement, see page **XX**.

Expanding outside current Township programs may include efforts to support home stewardship by encouraging partnerships with non-profits, agencies, or local home improvement stores to provide community training in home repair skills, mortgage assistance, and providing needed resources, such as tools and materials for physical renovations.

Housing Implementation Strategies

- *Continue vigilant enforcement of housing, rental, and maintenance codes.*
- *Ensure compliance with property maintenance standards so landlords are accountable.*
- *Work with senior citizen groups such as ICCA to assess and meet the housing needs of older residents*
- *Coordinate with CMU Campus Safety to address safety concerns regarding student housing.*
- *Support agencies that provide low-cost housing*
- *Conduct a housing market analysis to determine needs and whether zoning currently matches with the market demand.*
- *Evaluate residential and select business districts to allow a wider variety of attached housing types*



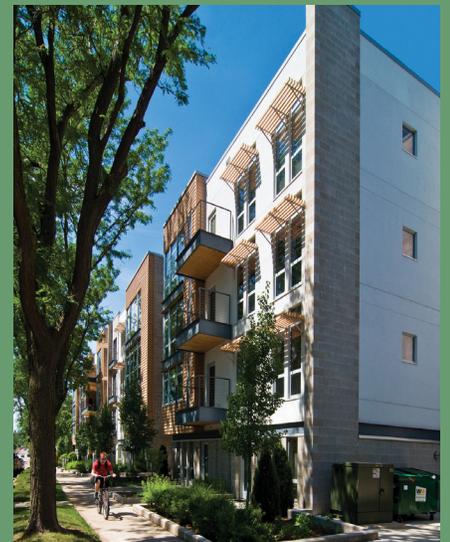
Best Practices: Attached Housing



Attached single-family, like this duplex above, can resemble a single-family home.



Townhouse style development is very popular among young adults and empty-nesters.



Modern apartments can have sleek design features and support a more walkable streetscape.

Objective 3.3: Re-imagine the Bluegrass Road Subarea as a vibrant destination for community business, social and civic activity.



Mixed-Use Example



The Hamptons in Meridian Township near Michigan State University is a good example of suburban mixed-use development. Storefronts line the corridor with apartments above and parking in the rear. This planned unit development integrates well with the existing, more traditional apartment buildings.

D. Mixed-Use 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.

Key gateways into the center at busy intersections should have clearly delineated, safe pedestrian crossings and gateway landscaping and signage to project the “town center” image and branding for the district. This branding can continue through streetscape improvements such as pedestrian scale lighting, banners, street trees, and street furniture, similar to those provided by the EDA on Pickard Road, to build a cohesive center. Working with the Road Commission, Union Township should prioritize right-of-way easements to capture the pedestrian amenity zone in front of street-fronting development.

Mixed-use development promoting walkability should be prioritized along Bluegrass Road and connections made to nearby apartment complexes and big box retailers. New development visible from Highway 127 should be developed with friendly “back doors” as well to ensure the highest quality image for the township is projected to travelers.

This area could benefit from master planning, a form-based code, or planned unit development to ensure that future development is coordinated with roadway improvements. The concept plan depicted on the following page is meant to be the first schematic step at identifying further, more concrete, recommendations during the development of a more detailed subarea analysis.

See the design guidelines recommended for attached housing and commercial development in other sections of this chapter.





Bluegrass Center Concept Plan

Mixed-Use Development

Mixed-use development is a development or building that blends a combination of residential uses, or that combines residential and non-residential uses, and where those functions are physically and functionally integrated. By locating places where people live, work and shop in close proximity to one another, alternatives to driving, such as walking or biking, become more viable. Mixed-use developments can offer a variety of residential opportunities so that younger and older people, singles and families of varying income levels may find places to live. A more diverse and sizable population and commercial base can also better support public transportation.

Mixed-Use Benefits

- Greater housing variety and density provides more affordable housing and options for those seeking lower maintenance or urban living options
- Reduced distances between housing, workplaces, retail businesses, and other amenities and destinations reduces travel time and improves convenience
- More compact development makes more efficient use of public services, utilities and infrastructure
- Stronger neighborhood character and sense of place result when citizens and businesses interact
- Walkable, bikeable neighborhoods increase accessibility, which results in improved travel options, reduced transportation costs and improved community health

*Objective 3.5:
Continue to encourage
quality office and
commercial development
and redevelopment along
corridors.*



E. Commercial and Employment Commercial

The commercial uses in the Township are generally clustered along major roads or intersections near the boundary of the City of Mount Pleasant, and vary in age, design and site placement. Large vacant commercial parcels are located in the areas near Pickard Road and also along the Bluegrass Road corridor. Since commercial uses tend to change location or update their facilities once every decade or two, the varying ages of buildings and vacant properties within established commercial areas are indications of future change – redevelopment of the commercial area, transition to other uses or gradual abandonment. Abandonment or under-use of commercial property affects the value of adjacent commercial entities. The following land use recommendations for commercial in the township seek to maximize the potential of existing sites, provide alternatives to traditional separation of uses, poise new commercial development to respond to the ever changing economic climate, and ensure the township achieves the highest quality development possible.

Neighborhood Service

Located primarily along corridors adjoining lower intensity land uses, the intent of this district is to limit future retail and focus on small-scale personal service and office uses. This district accommodates shallow lots, providing a good buffer and transition to residential uses and limiting heavy commercial and general retail uses so they can be focused on other areas of the township. Rear yards adjoining residential areas should be well-screened to limit impacts of higher intensity uses. These areas should be accessible and comfortable for the pedestrian and should create a sense of place along the roadway.

Neighborhood Service Design Guidelines

Neighborhood Business areas are located near residential neighborhoods and should be compatible with the residential scale of the surrounding area. In these locations, the nodes can become a focal point, or gathering area for a neighborhood. The following design guidelines should be considered for incorporation into the zoning ordinance.

- Building architecture should possess a timeless character that signifies the presence of the commercial area and reflects pedestrian-oriented design. The use of high-quality building materials is strongly recommended to create a memorable character.
- All buildings should have exterior facades made of brick, glass, wood, and cut or simulated stone.
- All front facades should have windows and distinguishing architectural features commonly associated with the front of a building, such as awnings, cornice work, edge detailing, or other decorative finishes. Similar treatment is also needed on the side and rear depending on visibility from the roadway and surrounding property.
- Buildings are encouraged to be built closer to the street with most or all of the parking located to the side or rear. This will not only strengthen the streetscape but will ensure a district character of active and pedestrian-oriented areas that promote walking.
- Streetscape treatment should be used to signify an entrance and sense of place. This provides a benefit for motorists and pedestrians to more easily identify these areas, and it is better for business owners because the streetscape can be used as a form of business recognition.

At the time of this plan's writing, improvements to Lincoln Road, including a new bridge, were underway. The future land use plan indicates neighborhood service for a portion of the frontage along Lincoln between Pickard and Remus. The Lincoln/Broomfield/Remus corridors should be evaluated in the future as the planned "loop road" around Mount Pleasant becomes more established. Land use decisionmaking for this area should balance road capacity and defining use types that can serve the neighborhood without duplicating or drawing commercial away from East Pickard.

- The streetscape should include wide sidewalks, street trees, and street lighting. For additional enhancement along the streetscape, storefronts should allow for an area of planted flowers, plants, or benches.
- Parking abutting residential should be screened with a mixture of treatment such as landscaping and a wall or fence. Large canopy trees are also needed in parking lots to create shade, to break up the view of the built environment, and to enhance the overall site.
- Parking should be minimized to the greatest extent because pedestrian-orientation is promoted. The township should employ techniques such as shared parking, banked parking, and setting a maximum amount of parking to ensure the number of spaces is not excessive.
- In areas with less neighborhood appeal, at a minimum shared and connected parking is important to improve traffic flow between sites and avoid additional volumes onto the adjoining main road.
- Care should be taken to locate loading and unloading areas so that they are screened from view. Waste receptacle enclosures should also be sited so they are out of view and constructed of quality materials that are found in the building they serve.

Key Design Concepts

- *Promote high quality, durable building construction and design*
- *Use site design features such as landscaping, lighting, and parking to improve circulation and appearance*
- *Screen undesirable views*
- *Limit the clutter of business signs*
- *Promote pedestrian oriented design*

Best Practices: Neighborhood Service



Community Commercial

This district is intended for the widest variety of retail and service businesses. They could range from apparel shops, auto service, and restaurants through small commercial strip centers and office buildings. This district is not intended for heavy commercial/light industrial uses like landscaping or contractor yards, heavy auto repair, or similar uses that may require some form of outside storage. Locations for this district are based on arterial road frontage and the need for high traffic volumes with convenient, well-managed access.

Community Commercial Design Guidelines

The focus of design guidelines for these areas is to ensure durable, high quality building design, place limitations on potential nuisances such as lighting and offer techniques to minimize the visual impacts of large building massing and parking.

- Building materials should be durable and have an appearance of permanence and substance consistent with surrounding buildings. For instance, brick, split-faced block or similar materials are encouraged as the primary building material.
- All visible wall elevations from the street must be designed with design details and treatment consistent with the front elevation of the building.
- Building colors should be subtle and consistent with the businesses along the corridor or within the shopping center.
- New building construction and renovations should be consistent in massing with the desired scale and proportion of the business corridor or area.
- Building massing should be reduced by incorporating vertical and horizontal breaks, varied rooflines, archways and other treatments.
- Entrances to commercial buildings should use windows, canopies and awnings; provide unity of scale, texture, and color to adjacent buildings; and provide a sense of place.
- Building entrances should be prominent and accessible from the roadway when located near the front of the site and otherwise oriented towards parking areas with a high quality façade.
- Rooftop equipment should be completely screened to protect views from the roadway and adjacent uses.
- Newly constructed parking lots should provide a setback and landscape greenbelt.
- Parking lot landscaping is especially important in minimizing large parking lots.
- Loading facilities and overhead doors should be prohibited along any building side facing a public street or residential area.
- Rear elevations visible from the roadway and/or residential areas should have a finished quality consistent with the other elevations of the building.

Industrial and Employment

A goal of Union Township is to promote the region as a destination for industry and tourism. However, the taxable value of occupied industrial areas is just over one percent of the total taxable value for the Township. To contribute to the attractiveness of the region for industry, Union Township should strive to offer more opportunities and incentives for industry to locate here.



The Township should also consider opportunities to capitalize on the energy from CMU, and look for ways to accommodate new uses such as Research and Design in industrial districts to promote growth.

Both the university and the hospitality operations cater large number of meals creating the possibility for food processing, storage and packaging facilities for locally grown food.

Industrial Categories Design Guidelines

This section includes design standards for both the Commercial / Industrial and Industrial Employment future land use categories. Since these types have similar characteristics, architecture and building design should generally follow similar guidelines. Zoning regulations dealing with signs, building placement and lighting will help industrial uses to blend with different uses.

Building Design. Buildings should reflect a quality image that is attractive to

Objective 3.4.

Encourage sensible, sustainable, diverse, high-quality office, commercial and industrial development in designated areas to ensure employment opportunities remain supported by the community's existing and reasonably anticipated future infrastructure.



Commercial / Industrial

This district is intended for a blend of medium intensity commercial and some light industrial uses. Small-scale manufacturing, auto-related uses, storage and businesses such as construction or landscape supply which require outdoor storage and a limited retail component are promoted here, with heavier screening requirements to ease the transition between these areas and less intense adjoining uses.

Industrial / Employment

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

employers and employees, by addressing the following design elements:

- The administrative/office segment of the building should utilize quality architecture with variable building lines, rooflines, architectural accents, and brick facades similar to community and regional scale commercial development.
- The administrative/office portion of the building should be located and oriented toward the front of the site and appropriately transition into the warehouse and manufacturing areas.
- The portion of industrial buildings devoted to warehousing and manufacturing should be located at the rear of the building.
- Techniques should be utilized to break up building massing such as vertical and horizontal articulation, windows, varying facades, and landscaping.
- The predominant material utilized on facades visible from a public right-of-way or parking lots should be brick, split face block or other high-quality decorative masonry material.
- Building materials should be durable and have an appearance of permanence and substance.
- Loading areas and overhead doors must be located where they are not visible from the roadway and residential areas and proper screening must

mention economic development:
working with chamber and EDAs,
airport authority idea

Best Practices: Industrial



Objective 3.1:
Encourage a transition between land uses that provides a logical progression towards more intense uses closer to the City.



Best Practices: Outdoor Storage and Screening



Site Design Approach

- *Improve attractiveness of buildings and sites.*
- *Make it more comfortable for people to walk along and between businesses.*
- *Strengthen corridor character and branding.*
- *Better delineate parking areas.*
- *Improve visibility of existing businesses.*
- *Promote uses that will be successful to fit the character of the area.*
- *Promote successful uncluttered signs.*

be provided in the form of landscaping, and a berm where deep setbacks are provided. Screening may also be provided in the form of an integrated screen wall extending from the building. If a deep setback is not possible, a wall with plantings should be provided.

Outdoor Storage. Within the township there are a number of industrial uses that rely on outdoor storage for their operations. Because the Township wishes to promote the economic viability of a variety of business types outdoor storage should be allowed, but strictly regulated in industrial areas. These standards should be considered in controlling outdoor storage:

- Outdoor storage areas should only be permitted within the rear yard of any site and meet the side and rear setback standards for a principal structure as a special land use.
- The size of the storage area should be limited by setback requirements and a maximum area should be allowed that is relative to the specific lot size.
- Designated outdoor storage areas should provide suitable containment in the form of opaque screening walls or opaque fences. In cases where it is necessary to use a chain link fence, the fencing shall be black vinyl coated and augmented with landscaping.
- To provide further screening and enhancement, plantings should be required along the outer perimeter of a screening wall or fence.
- Regulations should be flexible as to the types of materials stored outdoors, provided they do not cause hazardous contamination of soils and are contained in a manner that prevents the material from blowing away.
- Materials stored may be stacked or placed at a height that is at or below the level of the screening wall or fence to ensure effective screening and containment.
- Circulation for emergency vehicles must be maintained within the storage area.
- Large outdoor storage operators, such as asphalt/paving companies or compost or recycling businesses, should mitigate views onto the site through increased setbacks and landscaping.

Screening from Residential. The future land use plan attempts to create transitions and separation between industrial development and single-family residential neighborhoods by planning other land uses in those areas such as Residential - Attached, Community Commercial, and Neighborhood Service. In many cases, however, past development decisions and land use policies have created numerous areas in the township where single-family residential abuts industrial operations. Since redevelopment cannot always occur with the desired land use separation, there will be circumstances where industrial development will be adjacent to single-family residential.

In these cases it is the priority of this plan to ensure as they redevelop, are reused, or expand that additional screening is provided to minimize impacts. Screening should be provided by the industrial user in the manner described below when residential abuts the site, or when residential is directly across the street. Since sites are different, flexibility is needed to adjust to site conditions while at the same time maintaining the important priority of protecting residential areas.

- Deep setbacks are needed to physically separate industrial buildings from residential areas and to allow adequate space for proper screening.
- Landscaping is needed to provide a natural, aesthetic screen. Plantings

should include both evergreen trees and large canopy trees to provide year round screening and screening at varying heights. Planting spacing must be dense enough to prevent 'openings' in the landscape screen.

- Undulating berms should also be incorporated into the landscape screen to obtain a taller, opaque screen. Since plantings take time to grow and fill in, the berm will contribute to an immediate screening of taller structures. The width of the berm must be adequate to allow a natural slope to the berm that can be maintained and allows for plantings to thrive.
- In cases where a deep setback is not possible, an opaque screening wall is needed in addition to plantings.
- Although the entire length of the property line should be screened where it abuts or is across the street from residential, attention should be directed toward loading areas, outdoor storage areas, or other on-site operations that may be particularly displeasing to residents. Where possible, attempt should be made to orient these activities to the opposite side of the site.

Best Practices: Buffers



Site Design and Economic Development Implementation Strategies



- *Meet quarterly with members of Chamber of Commerce and EDAs to discuss opportunities for economic development in the Township*
- *Establish a community-wide marketing and economic development strategy.*
- *Explore the possibility of an airport authority to create a long-range vision for economic development initiatives tied to airport improvements*
- *Evaluate the use of a form-based code along Remus, Bluegrass, and Pickard to complement the City of Mount Pleasant's code for continuity of building and site design*
- *Update screening requirements between residential and non-residential uses to more adequately require buffers to reduce impacts of noise, light, and traffic from more intense uses*
- *Revise parking regulations with a maximum number of allowed parking spaces; may be a percentage above the minimum requires PC waiver*
- *Add a zoning inspection to the certificate of occupancy process to ensure sites are built according to the approved site plan*
- *Strengthen consequences for code violations in junkyard ordinance to discourage repeat offenders and reduce blight*
- *Revise sign regulations to be content neutral: by type, location, and size, not by use (political, religious, gas station etc.)*
- *Move site development standards in the zoning ordinance out of the business district sections into a general section that can also apply to multiple-family development (landscape, parking lot design and landscaping, waste receptacles, building design)*
- *Establish maximum setbacks and design guidelines for all districts.*
- *Revise industrial districts to permit retail, R&D and tech-related uses to enhance growth.*

A. Introduction

The Master Plan is intended to serve as a guide for land use and physical development or redevelopment. Goals, objectives and strategies noted throughout the Plan should be carefully considered during decisions on rezonings, zoning text amendments, other regulations, capital investments for improvements to streets, “complete streets” bikeways/walkways, utilities, public facilities, land acquisition, and development proposals. Recommendations in this Plan apply to both public land (parks, sites, and right-of-way) and guidance for development and redevelopment of privately owned property. Some Plan recommendations may involve the need for changes to land use regulations and/or potential new programs. Others may involve partnerships with other municipalities, agencies, organizations, or groups. Since the Plan is a long range guide, refinements or additional studies may also be appropriate in the future to reflect new information, respond to unanticipated factors or to address changes in township policies.

The Master Plan is only valuable if used consistently. This chapter has been prepared to summarize the various recommendations into a checklist to outline actions and responsibilities for implementation. A cumulative listing of implementation recommendations is included in this chapter. Where appropriate, a timetable is suggested for execution of these strategies and actions consistent with available staff and financial resources of Union Township.

Also included in this chapter is a zoning plan that compares consistency between zoning classifications and future land use map designations and development guidelines used to evaluate land use proposals

Evaluation and Monitoring

This plan has been developed with a degree of flexibility, allowing nimble responses to emerging conditions, challenges, and opportunities. To help ensure the plan stays current and useful, periodic reviews are required and amendments may be necessary. This will ensure plan goals, objectives, and recommendations reflect changing community needs, expectations, and financial realities.

The plan should be reviewed at least every five years consistent with state statute. Detailed subarea plans should be adopted as Master Plan amendments. Updates should reflect changing conditions, unanticipated opportunities, and acknowledge the implementation to date. Yearly workplans should be prepared to assess what has been accomplished in the implementation table and what should be achieved in the coming year.

Planning Commission as Facilitators

The Planning Commission is charged with overseeing plan implementation and is empowered to make ongoing land use decisions. As such, it has a great influence on how sustainable Union Township will be. As an example, the Planning Commission is charged with preparing studies, ordinances, and certain programmatic initiatives before they are submitted to the Township Board. In other instances, the Planning Commission plays a strong role as a “Plan Facilitator” overseeing the process and monitoring its progress and results. Together, Township staff and the Planning Commission must be held accountable, ensuring the Township’s Master Plan impacts daily decisions and actions by its many stakeholders.

Roles of the Township Board

The Township Board should be engaged in the process to implement the plan. In this regard, Board should assist with implementation strategies and consider and weigh the funding commitments necessary to realize the township’s vision,

whether involving capital improvements, facility design, municipal services, targeted studies, or changes to development regulations, such as municipal codes, the zoning ordinance and procedures.

B. Implementation Tools

Tools to implement the Master Plan generally fall into five categories and some strategies may include more than one:

1. Land use regulations
2. Capital improvement programs, such as streets, township buildings, or other major purchases
3. Special Funding Programs
4. Programs or additional studies
5. Partnerships, such as working with other organizations on planning, education, funding, or delivery of cost-efficient services.

Each tool has a different purpose toward Plan implementation and may suggest specific immediate changes, long-term policies and others involve ongoing activities.

1. Land Use Regulations

The primary tool for Plan implementation, which includes the Zoning Ordinance and other land use regulations, is summarized below. The township also has a number of other codes and ordinances to ensure that activities remain compatible with the surrounding area, such as noise, blight and nuisance ordinances.

Zoning Regulations

Zoning regulations control the intensity and arrangement of land development through standards on lot size or units per acre, setbacks from property lines, building dimensions and similar minimum requirements. Various site design elements discussed in this Plan are also regulated through site plan review and address landscaping, lighting, driveways, parking and circulation, pedestrian systems and signs. Zoning can also be used to help assure performance in the protection of environmentally sensitive areas such as floodplains, state regulated wetlands, woodlands and wellhead areas.

Zoning Map

Over time, changes to the zoning map should become more consistent with the land use pattern identified on the Future Land Use Map. In some cases, the township may wish to initiate certain rezonings as part of an overall zoning map amendment. Other changes to the zoning map can be made in response to requests by landowners or developers. In those cases, township officials will need to determine if the time is proper for a change. It is important that the future land use plan be understood as a long range blueprint: Implementation is expected, but gradually in response to needs, conditions and availability of infrastructure. The Zoning Plan section of this chapter outlines how the Future Land Use Plan relates to current zoning.

Subdivision, Land Division and Condominium Regulations

Subdivision, land division and condominium regulations control the manner in which property is subdivided in the township and the public improvements required to support the development. The distinctions are not always apparent once a project is built, but the approval procedures are different due to separate state statutes that govern these types of land development approaches in Michigan.

Public Infrastructure Standards

Public infrastructure refers to the basic facilities and services needed for the functioning of the township such as township streets, water, sanitary sewer, storm sewer, among others. Standards to ensure consistency and uniformity have been adopted so that each facility is designed and constructed to support existing and future development.

Most land use regulations are applied when new construction or substantial redevelopment is proposed. Union Township has a comprehensive development review process from development conceptualization to building occupancy. Once proper zoning is in place, a site plan must be approved followed by approval of building and site engineering, construction plans and then permits for construction. Buildings and sites are inspected and then occupancy permits are issued. The subdivision and subsequent development of land is also carefully reviewed. Regulations are administered and enforced through monitoring by township staff and in response to complaints.

2. Capital Improvement Program (CIP)

Except for private roads, the roads in the township are under jurisdiction of the county, with responsibility for a few routes is MDOT. Funding for improvements to those roads is generally based on physical condition, safety issues or traffic operation deficiencies. Improvement projects are generally prioritized by the county or MDOT. The Township may be able to influence the selection of projects through assistance in providing documentation of problems, or participation in improvement funding, such as through the EDA or grant requests. This desired road improvement projects should be listed in the Township's CIP as a first step.

3. Funding Programs

Some of the recommendations may be funded locally, some through outside funds, and many through a combination. The Township monitors new federal and state funding programs that may be available to assist in implementation. In addition, foundations and other organizations may provide contributions. In addition to traditional sources, the township has the ability to raise revenues within a specific geographic area for specific purposes, or to capture the new increment of tax revenues in a specific geographic area for specific purposes. One example is the Economic Development Authority. Another tax-based program is the Brownfield Act that provides funding for reuse of eligible sites. In cooperation with other governmental agencies with taxing authority, the Township has effectively used tax increment finance programs to capture the new increment of tax revenue for a specific area and use those funds for public improvements within that area.

4. Other Programs

A variety of housing, economic development, informational and other programs may be used by the Township to assist with implementation of recommendations in this Plan. Many of these are through state programs as identified in the preceding chapters such as the following:

- Michigan State Housing Development Authority (MSHDA)
- MSHDA MiPlace
- Michigan Economic Development Corporation (MEDC)
- MEDC Redevelopment Ready Communities
- Michigan Department of Transportation (MDOT) and Complete Streets Coalition
- Michigan Department of Natural Resources
- HUD CDBG

5. Partnerships

While the Township is in a position to coordinate many of the plan's implementation tasks, responsibility should not solely rest on the government. Instead, the vast array of stakeholders having key roles in either the township or region should all participate. Partnerships with the public and private sector, including the school district, Isabella County, City of Mount Pleasant, Central Michigan University, Saginaw Chippewa Indian Tribe, neighboring townships, major employers, and business will also lead to success implementing the plan's initiatives. Partnerships may range from sharing information to funding and shared promotions or services. The spirit of cooperation through alliances and partnerships will be sustained to benefit everyone in the region. Township government cannot and should not do it all. Only through public/private collaboration can the plan's vision be realized.

D. Action Plan

The implementation tools outlined above are available and should be used to achieve the goals and objectives of the Master Plan. Comprehensive actions have been developed to organize and apply these tools. Under each implementation tool, specific actions and a timeframe for implementation are identified. The details of the strategies to implement the Master Plan are specified in the accompanying table.

Abbreviations Used in Implementation Table

TB	Township Board
DPW	Department of Public Works
PC	Planning Commission
Staff	Township Planning Staff
ICRC	Isabella County Road Commission
BD	Building Department
Admin	Township Administration
City	Mount Pleasant
Consultant	Will likely require outside assistance to prepare
Short-term	1-5 years
Long-term	by 2027

By using an Annual Review & to-do list, the Township can ensure recommendations from the Master Plan are implemented consistently and on schedule.

Topic	Action	For More...			Priority			Responsible Party
		Growth Mgt.	Transportation	Land Use	Short Term	Long Term	Ongoing	
Capital Improvements								
Capital Improvements Plan	Prepare and annually update six-year capital improvements plan that coordinates with the master plan		✓				✓	PC; TB; Admin
Non-Motorized	Acquire easements where feasible for non-motorized facilities in areas where right-of-way is insufficient		✓				✓	Staff; DPW
Non-Motorized	Pursue local, state and federal funding to continue implementation of a non-motorized transportation system, both in the right-of-way and off-road trails / pathways		✓				✓	TB; PC; DPW
Parks	Implement parks improvements from the Parks and Recreation Plan	✓					✓	Rec Committee
Environmental Sustainability	Expand recycling facilities to accommodate recycling for businesses and multi-family uses	✓			✓			Township; City; County
Coordination								
Non-Motorized	Work with organizations and advocacy groups such as bike users, seniors, and schools to develop Safe Routes to School programs and trail organizations to identify priority needs for walking and biking.		✓				✓	Pathways Committee
Transit	Work with Isabella County Transportation Commission towards increasing sidewalk connectivity within 1/4 mile of all existing and planned bus stops in the Township.		✓				✓	Staff, PC
Non-Motorized	Re-engage the Pathways Committee; encourage regular meetings to prioritize improvements to the existing sidewalk and pathways network.		✓		✓			PC; TB
Non-Motorized	Encourage the Road Commission to support the creation of “Complete Streets” that consider the needs of vehicles, bicyclists, and pedestrians equally		✓			✓		ICRC
Growth Management	Ensure coordination between Public Works and Planning Departments so Township utilities are expanded in a logical, efficient manner.	✓					✓	PC; DPW
Water Quality	Implement community programs that promote best practices for improving water quality	✓					✓	TB; PC
Economic Development	Meet quarterly with members of Chamber of Commerce and EDAs to discuss opportunities for economic development in the Township			✓			✓	Board; MEDC; Chamber
Housing	Work with senior citizen groups such as ICCA to assess and meet the housing needs of older residents			✓			✓	ICCA

Topic	Action	For More...			Priority			Responsible Party
		Growth Mgt.	Transportation	Land Use	Short Term	Long Term	Ongoing	
Housing	Coordinate with CMU Campus Safety to address safety concerns regarding student housing.			✓			✓	CMU Public Safety; DPS
Economic Development	Establish a community-wide marketing and economic development strategy.			✓		✓		Chamber; MEDC; City ED; TB; Tribe
Economic Development	Explore the possibility of an airport authority to create a long-range vision for economic development initiatives tied to airport improvements			✓		✓		Chamber; MEDC; City ED; TB; Tribe
Policy/Program								
Non-Motorized	Use the Site Design Checklist provided in the 2011 Non-Motorized Plan as a model framework during site plan review, and provide copies of the list to developers to use as a reference guide		✓				✓	PC; Staff
Non-Motorized	Complete the planned pedestrian sidewalk and pathway system, especially to fill in gaps and connect neighborhoods with destinations like schools, parks, neighborhood shopping and entertainment districts, and cultural institutions.		✓				✓	Staff, Pathways Committee
Non-Motorized	Support public education that promotes the personal and environmental benefits of active lifestyles.		✓				✓	TB; PC
Non-Motorized	Adopt a resolution in support of Complete Streets.		✓		✓			TB
Non-Motorized	Update the inventory of sidewalks and bike lanes from the 2011 nonmotorized plan.		✓		✓			Staff
Access Management	Create specific access management recommendations for Bluegrass Center.		✓			✓		PC; Consultant
Environmental Sustainability	Support accessibility to local food	✓					✓	TB
Growth Management	Limit sewer and water extensions to areas not designated for agricultural preservation.	✓					✓	TB; DPS; PC
Stormwater Management	Encourage the use of cluster development, vegetated swales, downspout disconnection and other practices that reduce impervious surfaces and increase storm water infiltration.	✓					✓	PC
Stormwater Management	Promote Low-Impact Design (LID) to reduce the level of stormwater runoff	✓					✓	PC; DPW
Water Quality	Promote education of proper septic drainfield maintenance to increase lifespans of systems and preserve water quality	✓			✓			County Board of Health; BD
Water Quality	Require more frequent septic systems inspections	✓			✓			County Board of Health; TB

Topic	Action	For More...			Priority			Responsible Party
		Growth Mgt.	Transportation	Land Use	Short Term	Long Term	Ongoing	
Master Plan	Annually review Master Plan and track progress toward achieving actions						✓	Staff; PC
Training	Provide training for elected and appointed officials and staff and monitor participation						✓	Admin
Code Enforcement	Continue vigilant enforcement of housing, rental, and maintenance codes.			✓			✓	BD
Housing	Support agencies that provide low-cost housing			✓			✓	PC; TB
Code Enforcement	Add a zoning inspection to the certificate of occupancy process to ensure sites are built according to the approved site plan			✓	✓			PC
Code Enforcement	Ensure compliance with property maintenance standards so landlords are accountable.			✓	✓			BD
Housing	Conduct a housing market analysis to determine needs and whether zoning currently matches with the market demand.			✓	✓			Consultant
Regulatory								
Access Management	Implement recommendations from the 2006 Access Management Plan for Pickard and Remus Roads during site plan review		✓		✓			PC
Access Management	Require cross access and shared access for driveways in commercial districts.		✓		✓			PC
Access Management	Require transportation impact studies during development review to ensure walking, biking and transit facilities are as safe, convenient and comfortable as road facilities.		✓		✓			PC
Non-Motorized	Require bike racks for certain new, non-single family developments and promote installation of bike racks at key locations.		✓		✓			PC
Non-Motorized	Require non-motorized connections between sidewalks and business entrances, transit stops, and neighborhoods		✓		✓			PC
Non-Motorized	Require easements during site plan review where right-of-way is insufficient to provide non-motorized facilities		✓		✓			PC
Non-Motorized	Amend sidewalk ordinance to remove waivers for sidewalks in commercial districts		✓		✓			PC; TB
Parking	Revise parking regulations with a maximum number of allowed parking spaces; may be a percentage above the minimum requires PC waiver		✓		✓			PC
Parking	Revise parking regulations to include allowances for paved pervious surfaces in parking and loading areas.		✓		✓			PC
Growth Management	Create a cluster housing option in the Zoning Ordinance to promote smaller single-family lots and shared open space.	✓				✓		PC

Topic	Action	For More...			Priority			Responsible Party
		Growth Mgt.	Transportation	Land Use	Short Term	Long Term	Ongoing	
Growth Management	Ensure that lot sizes in Agricultural zoning districts are large enough (5 or 10 acres) to prevent fragmentation of identified priority agricultural areas	✓			✓			PC
Growth Management	Revise Ag district to limit future subdivision for single-family homes	✓			✓			
Landscape Requirements	Update screening requirements to allow rain gardens, bioswales, bioretention areas and filter strips	✓			✓			PC
Water Quality	Require vegetated buffers from all wetlands, streams, lakes and rivers to protect water quality.	✓			✓			PC
Code Enforcement	Strengthen consequences for code violations, and encourage compliance			✓	✓			PC; BD
Form-Based Code	Evaluate the use of a form-based code along Remus, Bluegrass, and Pickard to complement the City of Mount Pleasant's code for continuity of building and site design			✓	✓			PC; Consultant
Housing	Evaluate residential and select business districts to allow a wider variety of attached housing types			✓	✓			PC
Landscape Requirements	Update screening requirements between residential and non-residential uses to more adequately require buffers to reduce impacts of noise, light, and traffic from more intense uses			✓	✓			PC
Signage	Revise sign regulations to be content neutral: by type, location, and size, not by use (political, religious, gas station etc.)			✓	✓			PC; attorney
Site Design	Move site development standards in the zoning ordinance out of the business district sections into a general section that can also apply to multiple-family development (landscape, parking lot design and landscaping, waste receptacles, building design)			✓	✓			PC
Zoning	Establish maximum setbacks and façade design guidelines for all districts.			✓	✓			PC
Zoning	Reorganize and modernize zoning ordinance to be more user-friendly			✓	✓			PC; Consultant
Industrial	Revise industrial districts to permit retail, R&D and tech-related uses to enhance growth.			✓	✓			PC

E. Zoning Plan

Zoning is a key mechanism for achieving the desired land use pattern and quality of development advocated in the plan. This section provides a useful guide relative to the inconsistencies between current zoning patterns and proposed future land use designations.

Because the Future Land Use Plan is a long range vision of how land uses should evolve over time, it should not be confused with the Township's zoning map, which is a current (short-term) mechanism for regulating development. Therefore not all properties should be immediately rezoned to correspond with the plan. The Future Land Use Plan is intended to serve as a guide for land use decisions over a longer period of time (5+ years).

Review of the Existing Land Use map in comparison to the Future Land Use map reveals a gradual transition to the planned land use pattern. Achievement of this goal will be gradual particularly where established businesses and homes are located in areas intended for other types of uses in the long term.

In addition, the Future Land Use map is generalized. Zoning changes in accordance with the plan should be made gradually so that change can be managed. The Future Land Use map as well as the plan's goals and strategies should be consulted to judge the merits of a rezoning request.

The plan categories correspond to zoning districts, but there is some generalization. The following table provides a zoning plan indicating how the future land use categories in this Master Plan relate to the zoning districts in the zoning ordinance. In certain instances, more than one zoning district may be applicable to a future land use category.

Some districts will need to be amended to incorporate the recommendations of this plan:

- a new mixed-use, form-based or planned unit development (PUD) option for Bluegrass Center
- incorporate more flexible uses and greater design requirements in the commercial and industrial districts
- consider simplifying residential districts to allow a wider variety of housing types and include greater design requirements for attached units

Zoning	Future Land Use	Rural Preservation	Rural Buffer	Residential	Residential - Attached	Manufactured Housing	Bluegrass Center Area	Neighborhood Service	Community Commercial	Commercial/Industrial Mix	Industrial/Employment	Recreation/Institutional
AG, agricultural												
R-1, one-family residential												
R-2A, one and two-family residential												
R-2B, one and two-family residential												
R-3A, apartment and condominiums												
R-3B, medium density apartment and condominiums												
R-4, mobile or modular home												
R-5, single wide mobile home												
OS, office/service												
B-4, general business												
B-5, highway business												
B-6, auto-related highway business												
B-7, retail and service highway business												
New PUD or Mixed-Use district												
I-1, light industrial												
I-2, general industrial												

7. Planning and budgeting support for IT asset deployment and replacement.

The Agreements with CMS formalize the implementation of a managed service environment to capture the benefits listed above.

SCOPE OF SERVICES

Master Service Agreement

This is the umbrella agreement to cover items that pertain to the relationship as a whole. It covers such things as change order procedures, payment time frames, equipment ownership and software licensing definitions, data ownership and confidentiality considerations, warranties, termination procedures and liability issues.

Managed IT Services Statement of Work

This Agreement covers the specifics of the relationship for all items except the Fiber Optic Plant. It defines respective responsibilities and applicable coverage and fees. Reference is made to Exhibits A and B which details such things as response time, service delivery hours, system backup services, security services, network and device management services, and strategic planning and budgeting services. Exhibit A and B also outline the device counts and software support items.

Fiber Optic Cable Plant Statement of Work

This agreement covers the aspect of the relationship as it pertains to the fiber optic plant. This agreement supersedes the “Agreement Regarding Installation and Ownership of High Speed Fiber Optic Cable Network” executed at the time the fiber ring was originally installed in September, 2014. Ownership of the fiber cables, maintenance and repair services of the fiber network, and underground fiber cable locating services are defined in this agreement. Exhibit A and B describe the specifics of the fiber ring and respective endpoints.

JUSTIFICATION

With over 49 computer workstations, 8 servers, 26 phones, 7 mobile devices, 31 cameras and more than 25 users spread across multiple locations, the break\fix approach does not adequately meet the current needs of the organization, staff or the community.

A managed service environment provides real time monitoring of IT assets as a preventative measure that limits disruptions and down time by alerting and addressing basic workstation and server operating system and security issues before they become larger disruptive problems. It is estimated that more than 60% of disruptions are related to basic issues that when monitored and resolved in their infancy can sustain greater productivity and reduce overall IT expenditures.

Additionally, a managed IT service program will provide more experienced staff resources at less cost than the limitations of a 1 or even 2-person IT department. CMS has many staff members with a wide range of skill sets to address specific needs on faster time table.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed by entering into these Agreements (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

The annual fee for these services is \$54,000 payable in monthly installments of \$4,500. The annual fee will be incorporated within the FY 2018 budget recommendation. The FY 2017 expense of \$18,000 will be made part of Budget Amendment #1. The expense will be allocated across various funds as appropriate.

PROJECT TIME TABLE

The initial term of the Agreement is 24 months with an automatic renewal on a month to month basis. Upon execution of the Agreements, it is estimated that full implementation will be completed within 4-6 weeks.

RESOLUTION

It is resolved that the attached Agreements are approved on this day and that the Township Manager is authorized to execute said Agreements on behalf of the Charter Township of Union.

Moved By: _____ Seconded By: _____

Yes: _____

No: _____

Absent: _____



MASTER SERVICES AGREEMENT

Master Services Agreement with Charter Township of Union

Date

August 18, 2017

Provider:

CMSInter.net LLC
131 S Main Street
Mount Pleasant, MI 48858

Client:

Charter Township of Union
2010 S Lincoln Rd
Mount Pleasant, MI 48858

This Agreement is made effective as of the execution date (“Effective Date”) between CMSInter.net LLC (“Provider”) and Charter Township of Union (“Client”).

WHEREAS, Provider is engaged in providing Internet, Telecom and Managed IT Services, and desires to be engaged by Client and

WHEREAS, Client desires to retain Provider to perform services and functions upon the terms and subject to the conditions set forth in this Agreement and

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the parties hereby agree as follows:

1. Services

1.1 Description of Services. Provider will deliver the consulting services, support and functions (“Services”) as further specified in each Statement of Work (“SOW”). Each SOW is hereby incorporated into this Agreement by this reference. The SOW shall be executed by the parties concurrently with the execution of this Agreement and is attached hereto as an SOW. Additional SOW’s shall be initially generated by Provider and shall become effective when signed by both parties. Absent the execution of an SOW, this Agreement does not, in and of itself, represent a commitment by Client to receive any Services from Provider or pay Provider any fees.

1.2 Statement of Work. Each SOW should include the following: (a) the services, functions, equipment, software, facilities, personnel and other materials, documentation and resources to be provided by each party; (b) the requirements and specifications for any work product to be developed by Provider and delivered to Client (“Deliverables”); (c) fees payable to Provider for the Services and Deliverables.

1.3 Change Procedure. Unless otherwise stated in an applicable SOW, changes to the parties’ respective obligations under a SOW shall be made as set forth in this Section. Client may request changes to a SOW by providing Provider with a written request for changes that specifies the desired change(s). Following Provider’s receipt of a Change Request, Provider shall submit to Client a written response which should outline the tasks to be performed by each party, schedule and cost changes, and any other items applicable to the Change Request (“Change Authorization”). If, within five (5) days after Provider’s delivery of such Change Authorization to Client, Client provides Provider with executed Change Authorization, the Change Authorization will amend and become a part of, the applicable SOW. In the event of a conflict among the terms and conditions of the Change Authorization and the applicable SOW, the terms and conditions of the Change Authorization shall govern and control. If Client fails to provide Provider with executed Change Authorization within said five (5) day period, the Change Authorization will be deemed rejected by Client and the original SOW shall remain in full force and effect.

1.4 Cooperation. Client acknowledges that the successful and timely rendering of the Services will require the good faith cooperation of Client. Client shall fully cooperate with Provider, including without limitation, by: (a) providing Provider with all information as may be reasonably required by Provider; and (b) making available to Provider at least one person, reasonably acceptable to Provider, who shall have substantial relevant knowledge and experience to act as a Project Manager in connection with Provider’s rendering of the Services. The name of Client’s Project Manager should be set forth in the

applicable SOW. All estimated dates specified in a SOW shall be extended by delays caused by Client, including without limitation, Client's submission of Change Requests which impact Provider's schedule.

1.5 Provider Personnel. Client acknowledges and agrees that Provider shall have the right, in its sole discretion, to remove or reassign Provider's employees or subcontractors who are assigned to provide the Services herein. Provider agrees to notify Client before such removal or reassignment if such notice is possible. In the event Client believes that any of Provider's employees, agents, Providers or subcontractors are failing to perform the Services in a satisfactory manner, Client shall notify Provider as to the reasons for such failure. Upon receipt of such notice or as soon as reasonably practical thereafter, Provider and Client shall mutually determine the best course of action to take to resolve such failure, which action may include replacing such personnel.

2. Payment

2.1 Compensation. In exchange for the Services performed by Provider, as set forth in any SOW, Client agrees to compensate Provider at the rates identified in the fee schedule set forth in a SOW. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Client will pay all undisputed invoices within thirty (30) days of receipt thereof.

2.2 Expenses. Client shall pay Provider's expenses as set forth in any SOW, as determined by Provider in its reasonable business judgment.

2.3 Retainer. Client shall pay any retainers set forth in any applicable SOW. Conditions of the retainer shall be set forth in the applicable SOW.

2.4 Taxes. Client shall be responsible to pay all taxes, however designated, that are levied or imposed by reason of the transactions contemplated by this Agreement, including without limitation all sales, use, transfer, privilege, excise and other taxes and duties, whether international, national, state or local, excluding however, taxes based on Provider's net income.

3. Ownership

3.1 Provider Property. Except as otherwise provided herein or in any applicable SOW, the parties agree that all documents, designs, inventions, products, pricing, costs, future plans, business information, process information, technical information, Client lists, computer programs, computer systems, data, computer documentation, ideas, processes, techniques, know-how, knowledge and other proprietary and/or tangible materials authored or prepared by Provider (and its employees, agents, Providers or subcontractors) for Client as the Deliverables are the sole and exclusive property of Provider or its third party licensees.. Client acknowledges that Provider provides information technology consulting services to other Clients, and agrees, subject to Provider's confidentiality obligations hereunder, that nothing in this Agreement shall be deemed or construed to prevent Provider from carrying on such business during the Term of this Agreement. In particular, Client agrees that as part of Provider's provision of the Services hereunder, Provider may utilize proprietary works of authorship that have not been created specifically for Client, including without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, ("Provider's Information"), which have been originated, developed or purchased by Provider or by third parties under contract to Provider and Provider's Information and Provider's administrative communications, records, files and working papers relating to the Services are and shall remain the sole and exclusive property of Provider.

3.2 Grant of License. Except as otherwise provided herein or in any applicable SOW, upon payment in full of all fees and other amounts due under this Agreement and provided that Client is not in material breach of this Agreement, Provider grants to Client a perpetual, worldwide, non-exclusive, non-transferable license to use Deliverables solely for the purpose expressly set forth in any applicable SOW, and Provider's Information incorporated into the Deliverables solely in connection with Client's use of the Deliverables. Except as otherwise provided herein or in any applicable SOW, Client shall not have the right to license, sublicense or otherwise transfer to others the right to use the Deliverables or Provider's Information without Provider's prior written consent.

3.3 Client Property. Any and all data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, financial data supplied by Client to Provider in connection with this Agreement, if any, shall remain the sole and exclusive property of Client ("Client Content").

4. Confidentiality

4.1 Parties. A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

4.2 Definition. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, Client lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (f) is required by law to be disclosed by the receiving party (including, but not limited to, disclosure required by the Freedom of Information Act), provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

4.3 Non-Use and Non-Disclosure. Each party shall not use the Confidential Information of the other party for any purpose except in connection with the provision of the Services and Deliverables hereunder by Provider for Client. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4.4 Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in connection with the provision of the Services and Deliverables hereunder by Provider for Client, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

4.5 Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

5. Warranties

5.1 Warranties of Provider. Provider represents and warrants that: (a) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (b) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (c) neither this Agreement nor Provider's performance of its obligations hereunder will place Provider in breach of any other contract or obligation and will not violate the rights of any third party; (d) Provider owns or has valid licenses for any and all copyrights, inventions, patents, trademarks, know-how, trade secrets, and any and all other intellectual or industrial property rights necessary for the performance of its obligations in connection with performance of the Services and delivery of the Deliverables; and (e) the Deliverables shall perform in substantial compliance with their respective functional specifications.

5.2 Warranties of Client. Client represents and warrants that (a) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) neither this Agreement nor Client's performance of its obligations hereunder will place Client in breach of any other contract or obligation and will not violate the rights of any third party; (c) the Client Content is, to Client's knowledge, accurate, valid and true in all material respects as of the date it is provided to Provider; and (d) Client will not use the Deliverables in any manner which is in violation of any law or regulation.

5.3 Limited Warranty. Provider warrants that it will provide the services under any SOW in a professional manner, in accordance with standards generally prevailing in the industry and in accordance with the provisions of the applicable SOW.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR APPLICABLE SOW, PROVIDER EXPRESSLY DISCLAIMS AND CLIENT HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification

6.1 Agreement. Client and Provider hereby agree to indemnify, defend and hold harmless each other from and against any and all actual or threatened claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorney's fees and expenses but only to the extent caused by the negligent acts, errors or omissions by the Client or Provider or of those for whom the Provider is legally liable, which arise out of the performance of the services provided under this agreement.

6.2 Actions. For purposes of this Section, each of Provider and Client shall be responsible for the actions of their respective directors, employees, agents, Providers, subcontractors and clients whose actions or activities are, either directly or indirectly, under or subject to the reasonable control of Provider or Client, as the case may be.

7. Limitation of Liability

Client agrees that Provider shall not be liable to Client, or any third party, for any incidental or consequential damages, however caused or for any punitive damages. For purposes of this Agreement, incidental or consequential damages shall include, but not be limited to, loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of clients; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under the law of the State of Michigan. Provider shall provide proof of insurance with insurance limits indicated.

8. Term and Termination

8.1 Term. The term of this Agreement ("Term") shall commence upon the Effective Date and shall continue in full effect until terminated by the parties.

8.2 Termination. This Agreement may be terminated by either party upon 30 days written notice to the other party, provided however, that the terms and conditions of this Agreement will continue to govern any outstanding SOW despite such termination. The specific term and termination rights for SOW shall be set forth in each SOW. This Agreement, and any or all outstanding SOW may be terminated immediately by either party for "cause" upon an event of default. "Cause" is defined as (a) the failure to pay any amounts when due for Services that are undisputed (provided any disputes are reasonable and in good faith), (b) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of a this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party; or (c) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

8.2 Rights upon Termination. In the event that this Agreement or any SOW are terminated by either party pursuant to this Section, Client shall have no right to use or exploit in any manner, the Deliverables or the Provider's Information related to such SOW unless Client has paid the full fees related thereto. In the event of any termination of this Agreement, Provider and Client shall promptly comply with Section 4.5 regarding return of Confidential Information. Provider agrees to return to Client any and all Client Content, and to cooperate and assist Client in facilitating the return of any Client Content residing in the Deliverables to Client in a form and format acceptable to Client.

9. Independent Contractor

Provider (including any and all Provider employees, agents or subcontractors), in performance of this Agreement, is acting as an independent contractor and not as an employee or agent of Client. Provider shall have exclusive control of the manner and means of performing its obligations under this Agreement. Provider will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Provider employee be eligible for or entitled to any benefits of Client. Under no circumstances shall the employees of one party be deemed to be employees of the other party for any purpose.

10. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or sent by registered or certified mail to the address set forth on page 1 of this agreement.

11. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement or any SOW (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Applicable Law

This Agreement shall be governed by the laws of the State of Michigan.

14. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Entire Agreement

This Agreement, together with any SOW executed pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the subject matter hereof. Neither this Agreement nor any SOW may be modified or amended except in a writing signed by duly authorized representatives of each party. To the extent there is such a conflict between the terms and conditions of a SOW and the terms and conditions of this Agreement, the terms and conditions of the SOW shall govern and prevail unless otherwise specified in the SOW.

IN WITNESS WHEREOF, the parties hereto have caused this MSA to be effective as of the day, month and year as executed below.

Charter Township of Union

CMSInter.net LLC

By: DO NOT EXECUTE THIS COPY

By: DO NOT EXECUTE THIS COPY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MANAGED IT SERVICES STATEMENT OF WORK

Journey Managed IT Services

131 S Main Street
Mount Pleasant, MI 48858



Managed IT Services Statement of Work with **Charter Township of Union**

Date

August 18, 2017

Provider:

CMSInter.net LLC
DBA Journey Managed IT Services
131 S Main Street
Mount Pleasant, MI 48858

Client:

Charter Township of Union
2010 S Lincoln Rd
Mount Pleasant, MI 48858

MONTHLY PAYMENT	TERM OF AGREEMENT	AUTO RENEWAL	OUT OF SCOPE RATE
\$4200	24 Months	Month-to-Month	\$75

This Statement of Work (“SOW”) is issued pursuant to the CMSInter.net LLC Master Services Agreement (“MSA”) between Charter Township of Union (“Client”) and CMSInter.net LLC (“Provider”). This SOW is subject to the terms and conditions contained in the MSA between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of the MSA and the terms of this SOW, the terms of this SOW shall govern and prevail.

This SOW, effective as of the execution date, is entered into by and between Provider and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

1. Client Responsibilities

- Client assigned Project Manager: Mark Stuhldreher
- Client grants permission to Provider to install remote monitoring and management software, security software, remote backup software and any other management, monitoring or tools needed to perform Provider responsibilities on Client servers, desktops, laptops and mobile devices if included in this agreement; provided the software does not conflict with any current software or monitoring equipment.
- Client acknowledges that requests by Client for software installation, updates, or configurations encompassing any device managed under this agreement in which Provider deems inappropriate or un-safe, that Provider is not responsible for damages or consequences resulting from such action. In event of such occurrence, Client will be charged regular rates for any labor related to such actions. In the event of such Client request, Provider will notify Client before performing any such action.
- Client acknowledges that Provider is not responsible for any damages or consequences resulting from work on Client environment performed by third party providers not engaged or hired by Provider or otherwise approved by Provider. In event of such occurrence, Client will be charged regular rates for any labor related to such actions.
- Client agrees to allow Provider to assign, delegate, and subcontract services to third party competent contractors approved by Provider.

- Client grants Provider authorization to access or view any data as necessary within the regular routine monitoring, repair, or systems improvement. Client also authorizes Provider to reasonably delete, change, and/or rewrite any necessary information to complete system repair or improvement that is consistent with the standards and practices in the industry.

2. Applicable Coverage

2.1 Availability Hours. Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Provider through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions will fall under the provisions of Exhibit B.

2.2 Support and escalation. Provider will respond to Client's trouble tickets under the provisions of Exhibit A, and with best effort after hours or on holidays. Trouble tickets must be opened via the Provider support software, web portal or by phone if internet is unavailable. Each call will be assigned a trouble ticket number for tracking. Provider escalation process is detailed in Exhibit A.

2.3 Service outside normal working hours. Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Exhibit B.

2.4 Hardware and software support. Provider shall provide support for of all software, systems and services specified in Exhibit B, provided that all software is genuine, currently licensed, and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them

2.5 Third Party Network and Device Access. In the event third party access is required or requested to access networks or devices managed under this agreement, Provider agrees to work constructively with Client and applicable third party(s) to provide reasonable access methods to such equipment without compromising the security of the network.

2.6 Monitoring. Provider will provide ongoing monitoring and security services for devices as indicated in Exhibit B. Should a problem be discovered during monitoring, Provider shall make every attempt to rectify the condition in a timely manner through remote means. Provider will provide reports upon Client request for critical alerts, scans and ticket activity and resolutions.

2.7 Minimum equipment standards. In order for Client's environment to qualify for Managed IT Services, the following requirements must be met:

- All servers with Microsoft Windows operating systems must be running Windows Server 2008 R2 or later, and have all of the latest Microsoft service packs and critical updates installed.
- All hypervisors must be Microsoft Hyper-V 2012 or later.
- All desktop PC's and Notebooks/Laptops with Microsoft Windows operating systems must be running Windows 7 Pro or later, and have all of the latest Microsoft service packs and critical updates installed.
- All server and desktop software must be genuine, licensed and vendor-supported.
- The environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email.
- The environment must have a currently licensed, vendor-supported backup solution that can be monitored, and send notifications on job failures and successes.
- The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
- All wireless data traffic in the environment must be securely encrypted.
- All firewalls and network switch models must be approved by Provider.

2.8 Failing Equipment. Experience has shown, equipment belonging to the Client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with Provider to replace the equipment at additional cost through Provider.

3. Hardware Service Agreement

3.1 Ownership. Client agrees that all equipment provided by Provider as listed in Exhibit B, will remain sole property of Provider which retains a 100% security interest. Client will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of Provider. Should this contract be terminated by either party, Client agrees to return the property listed in Proposal, or after acquired, to Provider within 10 days after the final cancellation date.

Client further acknowledges and gives permission to Provider to take possession of equipment listed in Proposal from location listed in event of contract termination after 10-day grace period, and agrees to compensate Provider for expenses accrued during the recovery in addition to all amount owing under the balance of the agreement.

3.3 Maintenance. Client agrees and understands that Provider Equipment is to be maintained completely by Provider. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal could result in the immediate cancellation of this agreement.

3.4 Protection. Client agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Client agrees to keep current insurance on Provider supplied equipment while in their possession and list Provider as an additional loss payee. Client will provide proof thereof to Provider that it (Provider) is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing Provider as a loss payee specifically for mobile equipment coverage. Client further agrees to be responsible for any and all costs for the repair or replacement of Provider supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

3.5 Repossession. Should Provider's Client default, permission is granted to enter their premises at any time, with or without permission, and remove all of Provider's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. Client acknowledges that the hardware provided under this agreement belongs to Provider, which retains a 100% Security Interest, and Provider may repossess without notice, upon breach of this agreement by Client.

4. Services Not Included

Service rendered under this Agreement does not include the following:

- The cost to bring Client's environment up to minimum standards required for Services.
- Parts, equipment or software for Client's telecommunications systems.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind, except as to Provider Equipment provided under this agreement.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- Maintenance of Applications software packages, whether acquired from Provider or any other source unless specified in Exhibit B.
- Programming (modification of software code) and program (software) maintenance.
- Training Services of any kind unless listed in Exhibit B.
- Replacement of, or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones nor any other specialized accessory), unless this equipment is/was Provider Equipment provided under this agreement.
- Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered.
- Website design, changes or troubleshooting of web content.
- Relocation of site or equipment within existing site.

5. Payment Schedule

5.1 Fees. Services will be invoiced to Client on a monthly basis for \$4200.00, plus applicable taxes, and will become due and payable on the first day of each month. Service, including but not limited to Network Accessibility, will be suspended if payment is not received within 60 days following date due. Refer to Exhibit B for Managed Services covered by the monthly fee under the terms of this Agreement.

5.2 Taxes. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Provider for the state of use. Equipment provided by Provider though Hardware-as-a-Service, will be subtracted from the monthly total above and itemized separately on invoice so any applicable taxes can be applied including state use-tax.

5.3 Additional Services. This Service Agreement covers the services, equipment, devices, and subscriptions listed in Exhibit B, or as modified with an addendum which may result in an adjustment to the Client's monthly charges. Should Client wish to acquire additional equipment or services and wants Provider to provide service, prior approval from Provider must be obtained. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered out of scope and will be billed at the out of scope rate of \$75 per hour.

6. Term and Termination

6.1 Term. The term of this SOW ("Term") shall commence upon the Effective Date and shall continue for a period of 24 months.

6.2 Termination. This SOW may be terminated by the Client upon thirty (30) days written notice if:

- I. Provider fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- II. Provider breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- III. Provider terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- IV. Client does not receive subsequent expense allocation by its Board of Trustees as may be required by law.

Either party reserves the right to cancel this agreement at any time, with thirty (30) days written notification.

If either party terminates this Agreement, Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Provider the actual costs of rendering such assistance as well as payments in accordance with this agreement during the transition time, for as long as Provider continues to deliver service. Actual costs could include but are not limited to: training, data transfer, license transfers or equipment de-installation.

6.3 Renewal. This agreement will automatically renew for 1 month intervals beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Managed IT Services Statement of Work to be effective as of the execution date written below.

Charter Township of Union

Journey Managed IT Services

By: DO NOT EXECUTE THIS COPY

By: DO NOT EXECUTE THIS COPY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Managed IT Services Agreement – Exhibit A

Response and Resolution Times

The following table shows the targets of response and resolution plan times for each priority level:

Trouble	Priority	Within Service Delivery Hours	
		*Response Time	*Resolution Plan
Service not available -all users and functions unavailable or business critical process down	Critical	Within 1 hour	Within 2 hours
Significant degradation of service -large number of users or business critical process affected	High	Within 4 hours	Within 6 hours
Limited degradation of service -limited number of users or functions affected, business process can continue	Medium	Within 8 hours	Within 12 hours
Small service degradation -one user affected, business process can continue	Low	Within 16 hours	Within 20 hours

***Response time and resolution plan times refer to Service Delivery Hours as stated below.**

Service Delivery Hours	
Remote and Onsite Device and Network Management	8am-5pm M-F
Help Desk	8am-2am M-F
Self-Ticket Creation	24x7x365
Device and Network Monitoring	24x7x365
Critical and High Priority Tickets	24x7x365
Water and Sewer Emergencies	24x7x365

Service Request Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in ticket system
4. Issue is assigned to IT technician

If issue can be resolved remotely:

5. Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in ticket system

If issue cannot be resolved remotely:

8. Escalate to onsite support
9. Onsite Resolution - issue is worked to successful resolution
10. Quality Control –Issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in ticket system

Managed IT Services Agreement – Exhibit B

Managed Remote Backup and Disaster Recovery

Included

Remote Backup Service	<input checked="" type="checkbox"/>
• 24x7x365 Backup Monitoring	<input checked="" type="checkbox"/>
• Initial Backup Restoration Test	<input checked="" type="checkbox"/>
• Recurring Backup Restoration Testing	<input checked="" type="checkbox"/>
• Restoration of Files or System Images	<input checked="" type="checkbox"/>
Disaster Recovery Services	<input checked="" type="checkbox"/>
• On Premise Hot Standby Disaster Recovery Environment Maintenance	<input checked="" type="checkbox"/>
• Monitoring and Maintenance of Standby Environment	<input checked="" type="checkbox"/>

Managed Security Service

Included

Endpoint Security	<input checked="" type="checkbox"/>
• Security Configuration Management	<input checked="" type="checkbox"/>
• Virus, Malware, Ransomware, Vulnerability and Intrusion Detection and Protection	<input checked="" type="checkbox"/>
• Automated Definition Updates	<input checked="" type="checkbox"/>
• 24x7x365 Monitoring of Security Status	<input checked="" type="checkbox"/>
• 24x7x365 Alerting of Detections and Events	<input checked="" type="checkbox"/>
• Response to and Cleanup of Virus/Malware/Ransomware/Detected Vulnerabilities *Requires Device Management	<input checked="" type="checkbox"/>
Multi-Factor Authentication	<input checked="" type="checkbox"/>
• User Account and Configuration Management	<input checked="" type="checkbox"/>
• User Device Enrollment Maintenance	<input checked="" type="checkbox"/>
• Application and Appliance Integration Maintenance	<input checked="" type="checkbox"/>
Security Awareness Training	<input checked="" type="checkbox"/>
• User Management	<input checked="" type="checkbox"/>
• Configuration of Automated Phishing Policies	<input checked="" type="checkbox"/>
• Coordination of Staff Training	<input checked="" type="checkbox"/>
• Reporting of Phishing and Training Results	<input checked="" type="checkbox"/>
Managed Firewall	<input checked="" type="checkbox"/>
• Security Configuration Management	<input checked="" type="checkbox"/>
• Remote Access Management	<input checked="" type="checkbox"/>
• VPN Management	<input checked="" type="checkbox"/>
• 24x7x365 Monitoring	<input checked="" type="checkbox"/>
• Intrusion Prevention and Gateway Anti-Virus	<input checked="" type="checkbox"/>
• Content Filtering	<input checked="" type="checkbox"/>
• Additional Licensing	<input checked="" type="checkbox"/>

Managed IT Services Agreement – Exhibit B

Network and Device Management

Included

Workstation Management	<input checked="" type="checkbox"/>
• Virus, Malware and Ransomware Removal	<input checked="" type="checkbox"/>
• Operating System Patch Management	<input checked="" type="checkbox"/>
• Operating System and Configuration Maintenance	<input checked="" type="checkbox"/>
• Patch Management of Approved Software	<input checked="" type="checkbox"/>
• Performance Alerting and Remediation	<input checked="" type="checkbox"/>
• Reporting	<input checked="" type="checkbox"/>
• End-User Trouble Ticketing	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
Server Management	<input checked="" type="checkbox"/>
• Virus, Malware and Ransomware Removal	<input checked="" type="checkbox"/>
• Operating System Patch Management	<input checked="" type="checkbox"/>
• Patch Management of Approved Software	<input checked="" type="checkbox"/>
• Scheduled Off Time Server Maintenance	<input checked="" type="checkbox"/>
• Management of Users, Groups, Directory Structure, Permissions and Security Policies	<input checked="" type="checkbox"/>
• RAID Array Monitoring	<input checked="" type="checkbox"/>
• Event Log Monitoring	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
Printer Management	<input checked="" type="checkbox"/>
• Security and Configuration Management	<input checked="" type="checkbox"/>
• Maintain Functional Operation	<input checked="" type="checkbox"/>
Fax Management	<input checked="" type="checkbox"/>
• Telco Trouble Remediation	<input checked="" type="checkbox"/>
• Maintain Functional Operation	<input checked="" type="checkbox"/>
Mobile Device Management	<input checked="" type="checkbox"/>
• Application Deployment	<input checked="" type="checkbox"/>
• Security Policy Management	<input checked="" type="checkbox"/>
• Maintain Functional Operation	<input checked="" type="checkbox"/>
Network Management	<input checked="" type="checkbox"/>
• Internet and Network Capacity Planning	<input checked="" type="checkbox"/>
• Internet Connection Monitoring and Trouble Remediation with ISP	<input checked="" type="checkbox"/>
• Network Security and Configuration Management	<input checked="" type="checkbox"/>
• Wireless LAN Security and Configuration Management	<input checked="" type="checkbox"/>
• Fiber Optic Wide Area Network Configuration Management	<input checked="" type="checkbox"/>
• 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
Telecommunications	<input checked="" type="checkbox"/>
• PBX 24x7x365 Operational and Performance Monitoring	<input checked="" type="checkbox"/>
• PBX Troubleshooting and Maintenance of Operating System and Software	<input checked="" type="checkbox"/>
• PBX Extension Changes	<input checked="" type="checkbox"/>
• PBX Auto-Attendant Updates	<input checked="" type="checkbox"/>
• PBX Ring Group/Queue Modifications	<input checked="" type="checkbox"/>
• PBX System Recordings Management	<input checked="" type="checkbox"/>
• PBX Office Hours Changes	<input checked="" type="checkbox"/>
• PBX Call Reporting	<input checked="" type="checkbox"/>
• PBX Endpoint Template Changes	<input checked="" type="checkbox"/>
• PBX Call Quality/Failure Troubleshooting	<input checked="" type="checkbox"/>
• PBX Automated System Configuration Backup	<input checked="" type="checkbox"/>

Managed IT Services Agreement – Exhibit B

Network and Device Management Cont.

Included

• Handset Configuration Management	<input checked="" type="checkbox"/>
Surveillance	<input checked="" type="checkbox"/>
• Configuration Management of Network Video Recorders	<input checked="" type="checkbox"/>
• Configuration Management of Network Cameras	<input checked="" type="checkbox"/>
• Retrieval of Video	No
• Monitoring of Cameras and Recording Status	No
Web Management	<input type="checkbox"/>
• Domain-name and SSL Certificate Registrar Management	<input type="checkbox"/>
• Website Hosting and DNS Hosting Management and Trouble Remediation	<input type="checkbox"/>
• Website Design or Content Changes	No

Cloud and Application Support

Included

Microsoft Office Support	<input checked="" type="checkbox"/>
Line of Business Application Management	<input checked="" type="checkbox"/>
Trouble Remediation with Application Vendors	<input checked="" type="checkbox"/>

Virtual CIO

Included

Quarterly Business and Technology Reviews	<input checked="" type="checkbox"/>
• Technology Review based on Operational Statistics and Ticket History	<input checked="" type="checkbox"/>
• Technology Solution Design and Planning	<input checked="" type="checkbox"/>
• Technology Budget Planning	<input checked="" type="checkbox"/>
• Creation and Execution of Rolling 5 Year Strategic Technology Plan	<input checked="" type="checkbox"/>

Regulatory Compliance

Included

HIPAA	<input type="checkbox"/>
PCI-DSS	<input type="checkbox"/>

Managed IT Services Agreement – Exhibit B

Included Hardware Services

QTY

No hardware provided under this agreement.	0
Chartered firewall upgrades every (4) years or as required by performance	<input type="checkbox"/>
Chartered workstation upgrades every three (3) years	<input type="checkbox"/>
Chartered server upgrades every four (4) years or as required by applications	<input type="checkbox"/>

Included Subscription Services

QTY

Workstation Endpoint Security:	49
Server Endpoint Security:	6
Multi-Factor Authentication - Users:	0
Multi-Factor Authentication - Integrations:	0
Security Awareness Training - Users:	30
Microsoft Office 365 Licenses:	0

Included Device Counts

QTY

Managed Firewalls:	2
Managed Workstations:	49
Managed Servers:	8
Managed Networks:	1
Managed Mobile Devices:	7
Managed NVR:	2
Managed Cameras:	31
Managed PBX:	1
Managed Phones:	26

Included Software Support

BS&A
Office 365
Pub Works
Groove
MapInfo

Remote Backup and Disaster Recovery Restoration / Failover Testing Schedule

Annually



FIBER OPTIC CABLE PLANT STATEMENT OF WORK

Fiber Optic Cable Plant Statement of Work with **Charter Township of Union**

Date	Provider:	Client:
August 18, 2017	CMSInter.net LLC 131 S Main Street Mount Pleasant, MI 48858	Charter Township of Union <u>2010 S Lincoln Rd</u> <u>Mount Pleasant, MI 48858</u>

This Statement of Work (“SOW”) is issued pursuant to the CMSInter.net LLC Master Services Agreement (“MSA”) between Charter Township of Union (“Client”) and CMSInter.net LLC (“Provider”). This SOW is subject to the terms and conditions contained in the MSA between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of the MSA and the terms of this SOW, the terms of this SOW shall govern and prevail.

This SOW, effective as of the execution date, is entered into by and between Provider and Client and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

This SOW together with the applicable MSA supersedes the “Agreement Regarding Installation and Ownership of High Speed Fiber Optic Cable Network” originally executed on September 11, 2014. The original agreement is included as Exhibit B.

1. Ownership

Subject to the restrictions on transfer and use set forth in section 3, Client will, at all times, hold clear title and ownership and be entitled to the exclusive use of six (6) strands of fiber in the Township Fiber Plant (“Plant”). Provider will, at all times, hold clear title and ownership to, and be entitled to the exclusive use of the remaining strands of fiber installed in the Plant. The Plant and Client endpoints are further described and depicted in Exhibit A.

2. Maintenance and Repairs

Provider shall be the responding authority in the event of damage to the fiber optic cable in the Plant. Provider and Client each shall be responsible for its proportionate share of the costs associated with the maintenance and repair of fiber optic cable and appurtenances within the Plant. Proportionate share shall be determined by a fraction, the numerator of which shall be the fiber strands owned, and the denominator shall be the total fiber strands installed.

Underground locating shall be the responsibility of the Provider. Provider will monitor and respond to requests made through the MISS DIG System through reasonable effort 24x7x365. Provider will locate and mark cable within the Plant including cable connecting the Plant to each Client endpoint whereas Provider does not utilize fiber optic strands and cable is wholly owned by Client.

Client acknowledges that Provider cannot guarantee 100% locating and marking accuracy.

Client acknowledges cable cuts due to emergency locate requests that Provider could not respond to in reasonable time do not wave Clients share of repair costs.

Client shall cover costs associated to their proportionate share of fiber optic strands and cables connecting the Plant to each Client endpoint.

Provider shall notify Client within 5 days of receiving any notice for road, bridge or any other type of work that will or could cause maintenance, removal, relocation, or repair charges.

Fees for locating services covering current Plant and Client endpoints connected to the Plant as detailed in Exhibit A, will be invoiced to Client on a monthly basis for \$300, and will become due and payable on the first day of each month.

3. Restrictions on Transfer and Use

Client hereby agrees that the six (6) fiber strands owned by Client shall not (a) be made available for use by retail service providers or to provide internet access to homes, businesses, or other institutional users, and shall not (b) be sold, leased, or otherwise transferred or conveyed to any third party without first giving written notice to Provider of Clients intent to sell, lease, or otherwise transfer its fiber stands. Upon receipt of such written notice, Provider shall have ninety (90) days within which to exercise its option to purchase by paying Client for each fiber strand which Client intends to sell, lease, or otherwise transfer. The purchase price for each such fiber strand shall be \$4,000.00. In the event Client is in violation of the terms of (a) above, then upon Provider learning of such violation, Provider shall have a ninety (90) day option to purchase those fiber strands being used by Client contrary to the provisions of paragraph (a) for the sum of \$4,000.00 for each such fiber strand. Payment to the Client shall be made within (90) days from the date Provider obtains knowledge of the breach.

4. Additions

Costs related to expansion of Plant or addition of endpoints, including those listed in Exhibit A not currently connected to Plant, are not covered under this agreement and such additions would be considered new projects. If Plant expansion or endpoint addition were to occur, an applicable amendment or replacement SOW shall be executed to include additions. Client endpoints and Plant are documented in Exhibit A. Locating service fees under section 2 are subject to change upon Plant expansion and/or Endpoint additions.

5. Term and Termination

6.1 Term. The term of this SOW (“Term”) shall commence upon the Effective Date and shall continue for perpetuity.

6.2 Termination. This SOW may be terminated if:

- I. Client intends to sell, lease, or otherwise transfer its fiber stands under the provisions of section 3 (Restrictions on Transfer and Use) above.
- II. Client violates the provisions set forth in section 3 (Restrictions on Transfer and Use) above.
- III. SOW is amended and re-executed.

IN WITNESS WHEREOF, the parties hereto have caused this Fiber Optic Network Statement of Work to be effective as of the execution date written below.

Charter Township of Union

CMSInter.net LLC

By: DO NOT EXECUTE THIS COPY

By: DO NOT EXECUTE THIS COPY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

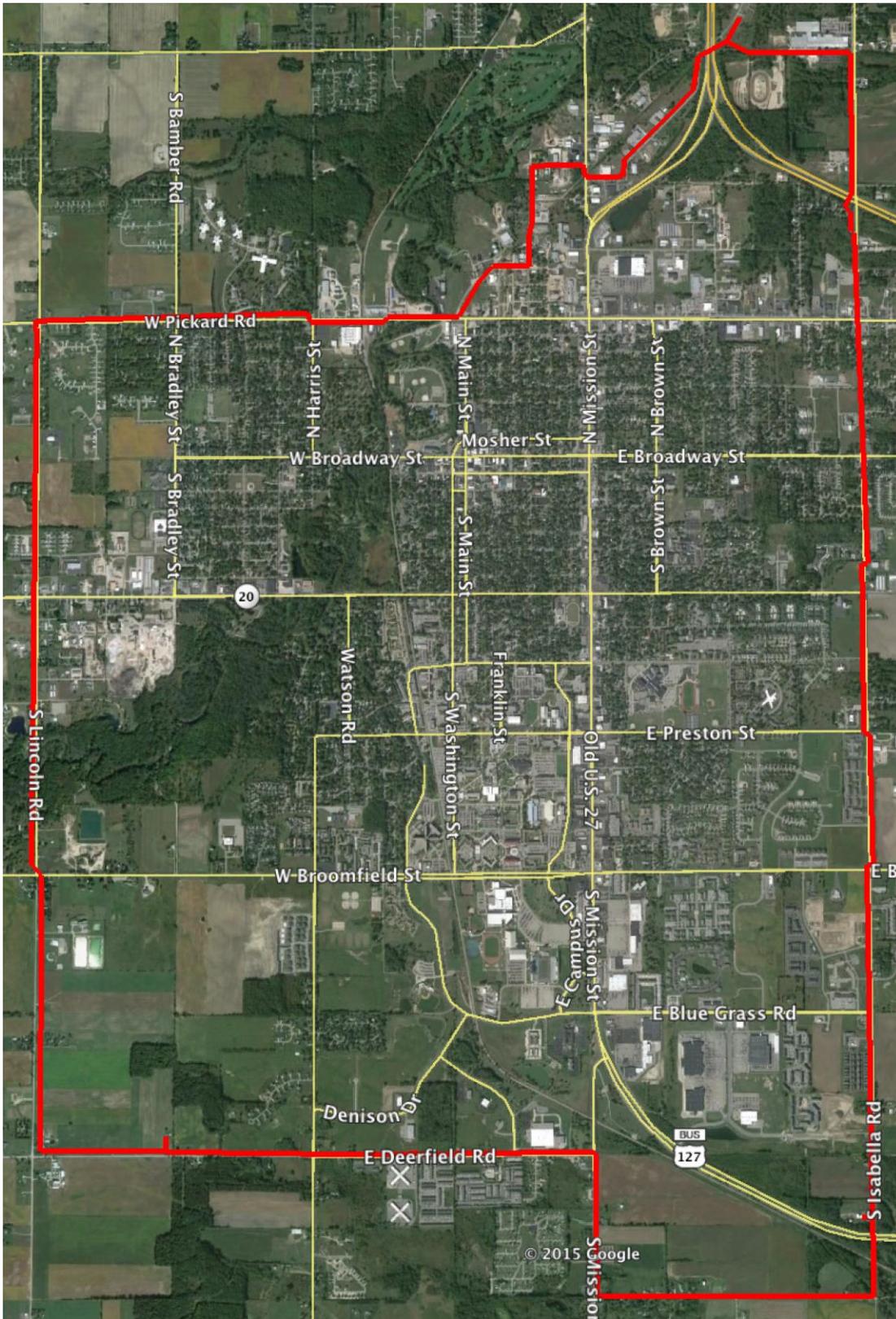
Date: _____

Fiber Optic Cable Plant - Exhibit A

Current and future Client endpoints:

Site Name	Address	Latitude,Longitude	Fiber
Station 1	2055 Enterprise Drive Mt. Pleasant MI 48858	43.606795,-84.731329	no
Station 2	1933 S Isabella Road Mt. Pleasant MI 48858	43.613769,-84.748014	yes
Station 3	5240 E Broomfield Road Mt. Pleasant MI 48858	43.582522,-84.730851	no
Station 4	1660 Belmont Drive Mt. Pleasant MI 48858	43.616433,-84.75227	no
Station 5	3248 Concourse Mt. Pleasant MI 48858	43.574448,-84.782814	no
Station 6	5076 S Mission Mt. Pleasant MI 48858	43.567496,-84.767331	no
Station 7	1633 S Lincoln Mt. Pleasant MI 48858	43.615397,-84.807872	no
Station 8	1605 Scully Drive Mt. Pleasant MI 48858	43.620498,-84.81591	no
Station 9	1046 S Mission Mt. Pleasant MI 48858	43.594081,-84.767545	no
Station 10	900 Mulberry Lane Mt. Pleasant MI 48858	43.595417,-84.76193	no
Station 11	4244 E Bluegrass Mt. Pleasant MI 48858	43.57537,-84.759633	no
Station 12	5369 S Crawford Road Mt. Pleasant MI 48858	43.564798,-84.787308	no
Station 13	2270 Northway Drive Mt. Pleasant MI 48858	43.608015,-84.735339	no
Station 14	2424 May Street Mt. Pleasant MI 48858	43.595914,-84.800251	no
Station 15	2188 E Pickard Mt. Pleasant MI 48858	43.611527,-84.803518	no
Station 17	5319 Airport Road Mt. Pleasant MI 48858	43.61888,-84.74032	no
Station 18	5525 E Remus Road Mt. Pleasant MI 48858	43.597111,-84.73666	no
Station 19	4822 Encore Drive Mt. Pleasant MI 48858	43.571598,-84.757617	no
Station 20	800 Craighill Road Mt. Pleasant MI 48858	43.630599,-84.769173	no
Waste Water Treatment Plant	4511 E River Road Mt. Pleasant MI 48858	43.627238,-84.757065	yes
Tower 1	5537 E Broadway Mt. Pleasant MI 48858	43.604343,-84.737382	no
Tower 2& Valve Station	2495 E Deerfield Road Mt. Pleasant MI 48858	43.568006,-84.784813	yes
Tower 3	1876 S Lincoln Road Mt. Pleasant MI 48858	43.6138,-84.807889	yes
Well Sites 1 & 2	5228 S Isabella Road Mt. Pleasant MI 48858	43.564901,-84.747639	yes
Well Sites 3 & 4	2279 S Meridian Road Mt. Pleasant MI 48858	43.611044,-84.84813	no
Well Sites 5 & 6	4795 S Mission Road Mt. Pleasant MI 48858	43.57018,-84.76733	yes
PRV Valve	4975 Chandler Way Mt. Pleasant MI 48858	43.578531,-84.749155	no
PRV Valve	1190 Mission Road Mt. Pleasant MI 48858	43.657148,-84.768007	no
Valve Station	4520 E River Road Mt. Pleasant MI 48858	43.626411,-84.775142	yes
Overpass Lights	5531 E Pickard Mt. Pleasant MI 48858	43.611571,-84.73614	na
Jameson Hall/Park	5142 Bud Street Mt. Pleasant MI 48858	43.613943,-84.744853	no
Jameson Restrooms	5144 Bud Street Mt. Pleasant MI 48858	43.613167,-84.745612	no
Township Hall	2010 S Lincoln Road Mt. Pleasant MI 48858	43.611175,-84.80844	yes
McDonald Park Pavilion	1776 E Pickard Mt. Pleasant MI 48858	43.611461,-84.812258	no
McDonald Park Ball Field Lights	2180 E Pickard Mt. Pleasant MI 48858	43.611524,-84.803704	na
Pump Storage	3998 E Deerfield Road Mt. Pleasant MI 48858	43.56806,-84.767405	no

Fiber Optic Cable Plant - Exhibit A



**AGREEMENT REGARDING INSTALLATION AND OWNERSHIP
OF HIGH SPEED FIBER OPTIC CABLE NETWORK**

This Agreement is effective this 11 day of September, 2014 (Effective Date) between CMSINTER.NET, LLC, a limited liability company, duly authorized and existing under the laws of the State of Michigan, with its principal offices located at 131 South Main Street, Mt. Pleasant, Michigan 48858, hereinafter referred to as "Company", and Charter Township of Union, a Municipal Corporation, duly authorized and existing under the laws of the State of Michigan, with its principal offices located at 2010 S. Lincoln Road, Mt. Pleasant, Michigan 48858, hereinafter referred to as "Municipality", and

WHEREAS, Company owns and operates an existing fiber optic cable network in and around the City of Mt. Pleasant, Michigan, and

WHEREAS, Municipality is desirous of owning a minimum of six (6) fiber optic strands to be installed within the fiber optic cable network route, herein "Township Loop", as depicted by the blue line on the map attached as Exhibit A, and

WHEREAS, Company and Municipality have reached an agreement on the construction, installation, ownership, use, and maintenance of strands of the fiber optic cable within the Township Loop, and

NOW, THEREFORE, in consideration of the above recitals, and the conditions and covenants contained herein, the parties agree as follows:

1. ACCEPTANCE OF PROPOSAL

1.1 Acceptance

Company's "Proposal" shall mean the bid Proposal of Company submitted to the Union Township Board of Trustees, which Proposal was accepted by the Charter Township of Union's Board of Trustees during its July 23, 2014 regular meeting.

1.2 Contract Documents

The Contract Documents ("Contract Documents") consist of this document and the terms of all permits Company is required to obtain in order to complete the Project, including the terms of all Right-of-Way Telecommunications Permits issued to Company in the form required by the Michigan Metropolitan Extension Telecommunications Right-of-Way Oversight Act ("METRO Act").

1.3 Intent of Contract Documents

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Company. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

The term "Work" means the construction and services required by the Contract Documents, and includes all labor, materials, equipment, and services to be provided by Company to fulfill Company's obligations under the Contract Documents.

II. SCOPE OF WORK

Company agrees that the Company's Scope of Work includes route engineering, pole agreement, permitting, acquisition of fiber strands and hardware components, installation of the fiber, testing, and documentation of the installation, including route maps. Such installation effort shall hereinafter be referred to as the "Project," and the construction services required pursuant to this Scope of Work shall hereinafter be referred to as the "Work."

III. CONTRACT PRICE

3.1 As specified in Company's Proposal, the Contract Price of the Project, and Work, to be paid to Company by Municipality shall be a Fixed Fee of Three Hundred Fifty Nine Thousand Five Hundred Forty and No/100 Dollars (\$359,540.00). Contractor shall provide and pay out of the Contract Price for six (6) fiber optic strands, labor, materials and equipment, including tools, construction equipment, machinery and services necessary for the proper completion of the Project, including the following:

- | <u>QTY</u> | <u>Description</u> |
|------------|---|
| • (4) | Cisco 300 Series 20 Port Gigabit Switch |
| • (8) | Cisco Mini-GBIC SFP Transceiver LH |
| • (8) | Fiber Optic Patch Cables SM 3M |

3.2 Payment of Contract Price

Municipality shall be responsible for and shall pay Company thirty percent (30%) of the Contract Price upon the execution of this Agreement. Thirty percent (30%) of the Contract Price shall be paid upon receipt by Company of the fiber strands and equipment. Thirty percent (30%)

of the Contract Price shall be paid upon completion of construction. Ten percent (10%) of the Contract Price shall be paid upon receipt by Municipality of the as-built drawings ("Route Maps") splicing assignments and OTDR testing. Payments shall be by check, payable to CMS Inter.Net, LLC and mailed to the following address: CMS Inter.Net, LLC, Attn: Jeremy Sheets, 131 South Main Street, Mt. Pleasant, Michigan 48858.

IV. CONSTRUCTION SCHEDULE

4.1 Construction Schedule

Company intends to commence construction on or about October 1, 2014, and proceed with all reasonable speed as weather permits.

4.2 Sequence of Construction

The sequence of construction shall be set forth below:

<u>Location From</u>	<u>Location To</u>
Township Hall	CMS Splice Point @ Mt. Pleasant Water Tower
Waste Water	CMS Splice Point @ Mt. Pleasant Water Tower
DPW Shop	CMS Splice Point @ West Side of Mission
Isabella Well	CMS Splice Point @ Isabella / Bluegrass
Township Hall	CMS Splice Point @ Three Leaves / Deerfield
Isabella Well	DPW Shop
Waste Water	CMS Splice Point @ Isabella / Broomfield

V. OWNERSHIP

Subject to the restrictions on transfer and use set forth in paragraph IX, Municipality will, at all times, hold clear title and ownership and be entitled to the exclusive use of six (6) strands of fiber optic cable in the Township Loop. Company will, at all times, hold clear title and ownership to, and be entitled to the exclusive use of the remaining strands of fiber optic cable installed in the Township Loop during this Project.

VI. MAINTENANCE AND REPAIRS. Company shall be the responding authority in the event of damage to the fiber optic cable in the Township Loop. Company shall be responsible for its proportionate share of the costs associated with the maintenance and repair of fiber optic cable. Municipality shall be responsible for its proportionate share of the costs associated with the maintenance and repair of fiber optic cable in the Township Loop. Proportionate share shall be determined by a fraction, the numerator of which shall be fiber strands owned, and the denominator shall be the total fiber strands installed under the Project.

VII. MUNICIPALITY'S OPTION TO PURCHASE ADDITIONAL FIBER STRANDS

For a period ending two (2) years from the Effective Date ("Option Period"), Municipality may purchase from Company up to twelve (12) additional strands of fiber within

the Township Loop, in increments of six (6) strands for a price of \$24,000.00 for six (6) strands (\$4,000.00 per fiber strand). Any time during the Option Period, Municipality may give written notice to Company of Municipality's election to purchase six (6) strands or twelve (12) strands. Payment of the purchase price shall accompany the notice. This Option shall terminate two (2) years from the Effective Date.

VIII. FIBER REELS AND MATERIALS

All fiber reels and materials will be staged at Municipality's shop at the location depicted as #3 on the map attached as Exhibit A.

IX. RESTRICTIONS ON TRANSFER AND USE/OPTION TO PURCHASE

Municipality hereby agrees that the six (6) fiber strands owned by Municipality and any fiber strands purchased by Municipality under the terms of the Option specified in paragraph VII, shall not (a) be made available for use by retail service providers or to provide internet access to homes, businesses, or other institutional users, and shall not (b) be sold, leased, or otherwise transferred or conveyed to any third party without first giving written notice to Company of Municipality's intent to sell, lease, or otherwise transfer its fiber strands. Upon receipt of such written notice, Company shall have ninety (90) days within which to exercise its option to purchase by paying Municipality for each fiber strand which Municipality intends to sell, lease, or otherwise transfer. The purchase price for each such fiber strand shall be \$4,000.00. In the event Municipality is in violation of the terms of (a) above, then upon Company's learning of such violation, Company shall have a ninety (90) day option to purchase those fiber strands being used by Municipality contrary to the provisions of paragraph (a) for the sum of \$4,000.00 for each such fiber strand. Payment to Municipality shall be made within ninety (90) days from the date Company obtains knowledge of the breach.

X. SEVERABILITY

Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

XI. WAIVER

Failure or delay of any party to enforce any of the provisions of, or its rights under, this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights, nor shall a single or partial exercise of any right preclude any other or further exercise of that right or any other right.

XII. HEADINGS

The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

XIII. NOTICES

All notices and other communications provided for hereunder shall be in writing and either mailed by certified or registered mail or delivered by hand or guaranteed overnight delivery to the applicable party, addressed to the party at the address set forth for such party on the signature page of this Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed or delivered, be effective when received at the following addresses:

If to Company:	CMSInter.Net, LLC Attn: Jeremy Sheets 131 South Main Street Mt. Pleasant, MI 48858
With a copy to:	William M. McClintic, Attorney McClintic & McClintic, P.C. 1234 E. Broomfield, Suite 4 Mt. Pleasant, MI 48858
If to Municipality:	Charter Township of Union Attn: Township Clerk 2010 S. Lincoln Road Mt. Pleasant, MI 48858
With a copy to:	Township Manager 2010 S. Lincoln Road Mt. Pleasant, MI 48858

XIV. ENTIRE CONTRACT AND AMENDMENT

This Agreement and any documents to which it refers contain all of the terms of the Contract between the parties with respect to its subject matter. Any amendment or waiver of any term in this Agreement shall be enforceable only if it is in writing and signed by both parties.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Delivery by a party of executed counterparts of this Agreement by facsimile shall constitute execution and delivery of such counterpart to the same extent as if such counterpart were originally executed and delivered by such party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Fiber Optic Cable Plant - Exhibit B

COMPANY:
CMS INTER.NET, LLC



By: Jeremy Sheets
Its Member

MUNICIPALITY:
CHARTER TOWNSHIP OF UNION



By:
Its Manager



REQUEST FOR TOWNSHIP BOARD ACTION

TO: Board of Trustees	DATE: August 17, 2017
FROM: Mark Stuhldreher, Township Manager	DATE FOR BOARD CONSIDERATION: 08/23/2017
ACTION REQUESTED: Board of Trustees annual review of Board Governance Policy No. 4.2 – Accountability of the Township Manager	

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 and 2014. 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 4.2 (Accountability of the Township Manager), are to be reviewed and monitored for compliance on an annual basis.

Board Policy 4.2 – Accountability of the Township Manager

The Policy states: “The Township Manager is the board’s primary link to operational achievement and conduct, so that authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the Township Manager, except where staff supervised by elected officials have been explicitly directed by those elected officials to act in a manner inconsistent with township policy. In this case, the elected official would be held accountable.”

Due to the length, the entire policy is attached. Following the policy is an evaluation section that can be used for the review/discussion of Policy No. 4.2.

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: 4.2 – Accountability of the Township Manager
Type: Direct Inspection
Occurrence: Annual
Date: August 2017

Policy:

The Township Manager is the board's primary link to operational achievement and conduct, so that authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the Township Manager, except where staff supervised by elected officials have been explicitly directed by those elected officials to act in a manner inconsistent with township policy. In this case, the elected official would be held accountable.

Where township operations are, by law, delegated to elected officials:

In order to create an aligned approach to operational management, the elected positions of township clerk and township treasurer shall function as department heads, under the advisory supervision of the Township Manager, where the Township Management may provide advice in the practice of operational authority.

Accordingly:

- 4.2.1 The board, as a group, or as individual board members will *never give* instructions to persons who report directly or indirectly to the Township Manager, except:
 - A. Where elected officials, serving on an official committee or task force is assigned a staff liaison, in which case, directives regarding committee work may be given;
 - B. Where elected officials serving as department heads directly supervise staff.
- 4.2.2 The board as a group will not evaluate, either formally or informally, any staff other than the Township Manager.
- 4.2.3 The board will view Township Management performance as identical to organizational performance, so that organizational accomplishment of board stated Ends and avoidance of board proscribed means will be viewed as successful Township Management performance.

Use this evaluation form for discussion at the Board of Trustees Meeting on June 28th 2017.

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?

Charter Township of Union – Township Manager Evaluation Form

Please rate the Performance of Mark Stuhldreher for the items below based on the following scale:

- 1 - Unacceptable
 - 2 - Needs improvement
 - 3 - Meets expectations
 - 4 - Exceeds expectations
 - 5 – Excellent
-

4.4 POLICY TITLE: MONITORING TOWNSHIP MANAGER PERFORMANCE

Systematic and rigorous monitoring of Township Management job performance will be solely against the only expected Township Management job outputs: organizational accomplishment of board policies on **Global Ends** and organizational operation within the boundaries established in board policies on **Executive Limitations**.

Accordingly:

- 4.4.1 Monitoring is simply to determine the degree to which board policies are being met. Data which do not do this will not be considered to be monitoring data.
 - 4.4.2 The board will acquire monitoring data by one or more of three methods: (a) by internal report, in which the Township Management discloses compliance information to the board, (b) by external report, in which an external, disinterested third party selected by the board assesses compliance with board policies, and (c) by direct board inspection, in which a designated member or members of the board assess compliance with the appropriate policy criteria.
 - 4.4.3 In every case, the standard for compliance shall be *any reasonable Township Manager interpretation* of the board policy being monitored.
 - 4.4.4 All policies which instruct the Township Management will be monitored at a frequency and by a method chosen by the board. The board can monitor any policy at any time by any method, but will ordinarily depend on a routine schedule, as presented in Schedule A.
-

Evaluation

Global Ends

1.0 Union Township exists to support a sustainable community through the most effective use of resources that achieve the highest quality of life.

Score _____

1.1 Residents engage in a vibrant community life.

Score _____

1.2 All residents can thrive and achieve more than their basic needs.

Score _____

1.3 All residents enjoy a safe environment.

Score _____

1.4 Residents of all ages have facilities that enable an active, healthy lifestyle.

Score _____

1.5 Residents enjoy the natural resources and green space of the township.

Score _____

1.6 Commercial establishments, including new, innovative and traditional, are drawn to Union Township through commerce –friendly economic development policies.

Score _____

Executive Limitations

2.0 POLICY TITLE: GLOBAL EXECUTIVE CONSTRAINT

Township Management shall not cause or allow any practice, activity, decision, or organizational circumstance which is either unlawful, imprudent or in violation of commonly accepted public administrative practice and professional ethics.

Score _____

2.1 POLICY TITLE: TREATMENT OF CONSUMERS

With respect to interactions with consumers or those applying to be consumers, the Township Management shall not cause or allow conditions, procedures, or decisions that are unsafe, undignified, unclear, unprofessional, indirect, untimely, inaccurate or unnecessarily intrusive.

Score _____

2.2 POLICY TITLE: *TREATMENT OF STAFF*

With respect to the treatment of paid and volunteer staff, Township Management may not cause or allow conditions which are unfair, undignified, disorganized, and unclear or violate collective bargaining agreements.

Score _____

2.3 POLICY TITLE: COMPENSATION AND BENEFITS

With respect to employment, compensation, and benefits to employees, consultants, contract workers, volunteers and collective bargaining units, the Township Manager shall not cause or allow jeopardy to fiscal integrity or public image.

Score _____

2.4 POLICY TITLE: *FINANCIAL PLANNING/BUDGETING*

Financial planning for any fiscal year or the remaining part of any fiscal year shall not deviate materially from board's Ends priorities, risk fiscal jeopardy, or fail to be derived from a multi-year plan.

Score _____

2.5 POLICY TITLE: FINANCIAL CONDITION AND ACTIVITIES

With respect to the actual, ongoing financial condition and activities, the Township Management Team shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from board priorities established in Ends policies

Score _____

2.6 POLICY TITLE: *ASSET PROTECTION*

Township Management shall not allow corporate assets to be unprotected, inadequately maintained or unnecessarily risked.

Score _____

2.7 POLICY TITLE: ENDS FOCUS OF GRANTS AND CONTRACTS

The Township Management Team may not enter into any grants and contract arrangements that fail to emphasize primarily the production of Ends and, secondarily, the avoidance of unacceptable means.

Score _____

2.8 POLICY TITLE: EMERGENCY TOWNSHIP MANAGER SUCCESSION

In order to protect the board from sudden loss of Township Manager services, the Township Manager shall not operate without a written plan identifying no fewer than two other named executives familiar with Board and Township Manager issues and processes.

Score _____

2.9 POLICY TITLE: COLLABORATION WITH OTHER ENTITIES

In order to maximize achievement of Ends, the Township Manager shall not fail to explore strategic partnerships and intergovernmental cooperation, and to optimize collaboration with other entities in the region where appropriate.

Score _____

2.10 POLICY TITLE: COMMUNICATION AND SUPPORT TO THE BOARD

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

Score _____

What things does the Manager do well?

What areas could the Manager improve on?

General Comments

Total Points

Global Ends	_____	Out of 35 Possible Points
Executive Constraints	_____	Out of 55 Possible Points
Total	_____	Out of 90 Possible Points
Average Score	_____	(Total points divided by 18 categories)