



BOARD OF TRUSTEES

Regular Meeting

June 12, 2019

7:00 p.m.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
7. PUBLIC COMMENT: Restricted to three minutes regarding items on this agenda
*Note: This is an opportunity for comments only, questions to the Board will not be answered at this time.
For specific answers to questions, please call Township Hall (989-772-4600)*
8. REPORTS/BOARD COMMENTS
 - A. Current List of Boards and Commissions – Appointments as needed
 1. EDA appointment expiration 6/22/19
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes – May 22, 2019- regular meeting
 - C. Accounts Payable
 - D. Payroll
 - E. Meeting Pay
 - F. Fire Reports
 - G. (Smith) WWTP Tertiary Panel / OPTO Controls
 - H. (Smith) Approval of the purchase of 2019 Kubota Utility Vehicle from Capital Equipment in the amount of \$23,160.00 for the use at the Waste Water Treatment Plant
10. NEW BUSINESS
 - A. Discussion/Action: (Gallinat) Approve SUB 2019-01 Preliminary Plat Review. Amending Plat of Village of Isabella City located at River Rd. S.
 - B. Discussion/Action: (Gallinat) Consider adoption of SUP 2019-03 located 1982 S. Lincoln Rd. a filling station

- C. Discussion/Action: (Smith) Introduce Ordinance Number 2019-04, an Ordinance to amend various provisions of the Charter Township of Union Water Service, Use and Rate Ordinance Number 1987-9, as amended
- D. Discussion/Action: (Smith) Introduce Ordinance Number 2019-05, an Ordinance to amend various provisions of the Charter Township of Union Sewer Rate and Mandatory Connection Ordinance Number 1979-4, as amended
- E. Discussion/Action: (Stuhldreher) Consider amending Governance Policy 2.7 to require Board approval of Saginaw Chippewa Indian Tribe 2% grant applications prior to submittal and amending policy 3.4 to ensure formal Board input on what is being applied for under the 2% grant program
- F. Discussion/Action: (Stuhldreher) Discuss items to be applied for under the October 2019 2% Grant Program

11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue

Note: This is an opportunity for comments only, questions to the Board will not be answered at this time. For specific answers to questions, please call Township Hall (989-772-4600)

12. MANAGER COMMENTS

13. FINAL BOARD MEMBER COMMENT

14. CLOSED SESSION

15. ADJOURNMENT

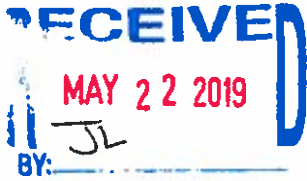
Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative	Lisa	Cody	11/20/2020
2-Chair	Phil	Squattrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2022
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2022
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2022
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2021
3-Secretary	Jake	Hunter	12/31/2019
4- Vice Secretary	Andy	Theisen	12/31/2019
5	Taylor	Sheahan-Stahl	12/31/2021
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Liz	Presnell	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2020
2	James	Thering	12/31/2020
3	Bryan	Neyer	12/31/2020
Alt #1	Randy	Golden	1/25/2021
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Don	Long	12/31/2020
2	Mike	Lyon	12/31/2020
3	vacant seat		12/31/2018
4	Phil	Mikus	11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2019
2	Richard	Jakubiec	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2020
2	John	Dinse	12/31/2019
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2023
2	James	Zalud	4/14/2023
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2023
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2020
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2020
5 Member at large	Connie	Bills	8/15/2019



APPOINTMENT TO BOARDS & COMMISSIONS
OF CHARTER TOWNSHIP OF UNION
APPLICATION

Name: Cheryl Hunt Date: 5-21-2019
Address: 500 Meadowbrook Rd.
Phone (home) 989-265-2596 (cell) _____ (work) _____
Email: smilech2msa@comcast.net
Occupation: serial entrepreneur

Please State in order of preference, area(s) of interest:

<input type="checkbox"/> Zoning Board of Appeals	Must be a Union Township Resident
<input type="checkbox"/> Board of Review	Must be a Union Township Resident
<input type="checkbox"/> Planning Commission	Must be a Union Township Resident
<input checked="" type="checkbox"/> EDA	Must meet one of the following qualifications: <input type="checkbox"/> Property owner in East or West DDA <input type="checkbox"/> Property owner in East or West DDA <input checked="" type="checkbox"/> Resident in Union Township

☐ OTHER *Specify Board: _____

Please state reason(s) for interest in above board(s):

Previously on EDA + WDA and would like to continue to be involved in the business of Union Township

Other information that you feel would be useful in your application review (i.e., past experience, past board membership, etc. A resume is encouraged with the application):

I've been a business owner of several businesses in Isabella County for over 40 years. I'm very civic minded and care about Union Township.

Signature: [Signature] Date: 5-21-2019

2019 CHARTER TOWNSHIP OF UNION
Board of Trustees
Regular Meeting

A regular meeting of the Charter Township of Union Board of Trustees was held on May 22, 2019 at 7:00 p.m. at Union Township Hall.

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

Roll Call

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

Excused: Trustee Mikus

Approval of Agenda

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

Presentations

Yeo & Yeo 2018 Union Township Audit Presentation.

Public Hearings

Public Comment - open 7:22 p.m.

Cheryl Hunter, 4855 Bluegrass – Commented on Sidewalks & lighting along Bluegrass Rd., Union Township Baseball facilities, and Union Township welcome monuments put at the entrance of the Township

Marty Figg, 810 Ashland – Commented on some history of the Union Township infrastructure

Reports/Board Comments

-Planning Commission & ZBA updates by Township Planner

-Board Member Reports

Cody – City of Mt. Pleasant Updates

Lannen – Isabella County Board of Commissioners Updates

Woerle – Stated that the 2% Grant distribution will be held May 30th and encouraged Board members to attend

Consent Agenda

- A. Communications
 - 1. Approved April 13, 2019 ZBA minutes
- B. Minutes – May 8, 2019- regular meeting
- C. Accounts Payable
- D. Payroll
- E. Meeting Pay
- F. Fire Reports

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

BOARD AGENDA

A. Discussion/Action: (Stuhldreher) Consider approval to extend a Professional Service Agreement with ROWE PROFESSIONAL SERVICE COMPANY in connection with sidewalk and pathway community development projects and to authorize the Township Manager to sign the requisite documents

Lannen moved Woerle supported approval to extend a Professional Service Agreement with ROWE PROFESSIONAL SERVICE COMPANY in connection with sidewalk and pathway community development projects and to authorize the Township Manager to sign the requisite documents. **Roll Vote: Ayes: Gunning, Cody, Hauck, Lannen, Woerle Nays: 0. Motion Carried.**

B. Discussion/Action: (Gallinat) Consider Adoption of Zoning Map Amendment Ordinance 2019-03. Publish notice of adoption in the Morning Sun (Roll Call Vote)

Woerle moved Lannen supported the approval of Zoning Map Amendment Ordinance 2019-03 for First Reading and to publish notice of adoption in the Morning Sun. **Roll Vote: Ayes: Gunning, Cody, Hauck, Lannen, Woerle Nays: 0. Motion Carried.**

C. Discussion/Action: (Board of Trustees) Review Manager Compliance with Policy Governance Policy 2.3 - Compensation & Benefits

Discussion and review of Policy Governance Policy 2.3 – Compensation & Benefits by the Board of Trustees. Confirmed that the Township Manager is in compliance with the policy as stated.

D. Discussion/Action: (Board of Trustees) Review Manager Compliance with Policy Governance Policy 2.5.10 - – Cashflow Adequacy

Discussion and review of Policy Governance Policy 2.5.10 – Cashflow Adequacy by the Board of Trustees. Confirmed that the Township Manager is in compliance with the policy as stated.

E. Discussion/Action: (Board of Trustees) Review Board Compliance with Policy Governance Policy 3.1 - Cost of Governance

Discussion and review of Policy Governance Policy 3.1 – Cost of Governance by the Board of Trustees.

F. Discussion/Action: (Stuhldreher/Board of Trustees) Begin Discussion to inform FY 2020 budget development on what goals to execute to achieve ENDS

Discussion began for the FY2020 budget development on what goals to execute to achieve ENDS.

EXTENDED PUBLIC COMMENT - Open 8:44 p.m.

Paul Lauria, 2720 Billbrael Ln. – Commented on drainage issues on his property

MANAGER COMMENTS

- Automated External Defibrillator's (AED's) for 6 Union Township facilities are in the process of being purchased
- Attended the Chamber of Commerce Board meeting and updated them of happenings in Union Township
- Reminder for township residents that the Clean Up Day event is June 8th 8am to noon
- Commented on MDOT press release of work starting on M20/Isabella Rd. Intersection signal improvements. Work includes the addition of left-turn phasing for Isabella Road and changing the operation of left-turn phasing for M-20 traffic.

FINAL BOARD MEMBER COMMENTS

Gunning – Commented on Dave's Closeout signs all over Union Township

Cody – Reminder Township Hall is closed Monday, May 27th for Memorial Day

Rice – Received many calls regarding need for sidewalks on S. Crawford Rd.

Hauck – Made comments regarding Pony League Facilities Agreement

Lannen – Shared positive comments regarding management's proposed Agenda changes that will allow for more focused discussion regarding policy governance

Woerle – Thanked Sherrie for her help with the 2018 Township audit. Corrected earlier comment regarding his figures in the audit discussion.

ADJOURNMENT

Rice moved Cody supported to adjourn the meeting at 9:31 p.m. **Vote: Ayes: 6 Nays: 0. Motion carried.**

APPROVED BY:

Lisa Cody, Clerk

Ben Gunning, Supervisor

(Recorded by Jennifer Loveberry)

06/05/2019 05:30 PM
User: SHERRIE
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
CHECK DATE FROM 05/23/2019 - 06/12/2019

Page: 1/4

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
05/23/2019	101	263 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2010 S LINCOLN L4 LIGHT STREET LIGHTS 5228 S ISABELLA 5144 BUDD 5142 BUDD 2270 NORTHWAY 2055 ENTERPRISE 1933 S ISABELLA 5525 E REMUS 5537 E BROADWAY 5240 E BROOMFIELD 900 MULBERRY 4795 S MISSION 4797 S MISSION 4244 E BLUEGRASS 5076 S MISSION 4822 ENCORE 3998 E DEERFIELD 5369 S CRAWFORD 3248 S CONCOURSE 2188 E PICKARD 1776 E PICKARD 1876 E PICKARD 2180 S LINCOLN 2495 E DEERFIELD 2424 W MAY 800 CRAIG HILL 4520 E RIVER 5319 E AIRPORT 1046 S MISSION 1605 SCULLY	59.04 1,938.92 6,193.77 26.99 122.16 29.77 300.71 593.37 78.56 243.04 959.75 81.48 2,065.92 391.34 65.29 958.43 107.20 70.98 67.83 248.12 93.28 192.44 195.89 73.53 265.66 459.79 48.94 341.81 56.68 120.86 57.08
						16,508.63
05/23/2019	101	264 (E)	00146	VOID		V
Void Reason: Created From Check Run Process						
05/23/2019	101	265 (E)	00146	VOID		V
Void Reason: Created From Check Run Process						
06/04/2019	101	266 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2010 S LINCOLN 2279 S MERIDIAN 1660 BELMONT 2279 S MERIDIAN PUMP HOUSE 4511 E RIVER	721.38 897.45 67.83 94.00 12,626.98
						14,407.64
06/05/2019	101	267 (E)	00527	PITNEY BOWES GLOBAL FINANCIAL LLC	LEASE POSTAGE METER 2ND Q 2019	454.14
06/05/2019	101	268 (E)	01105	MASTERCARD	MASTERCARD CRAWFORD MASTERCARD BEBOW MASTERCARD WALDRON MASTERCARD DEARING MASTERCARD RADAR MASTERCARD MCBRIDE MASTERCARD GALLINAT MASTERCARD ROCKAFELLOW	307.09 298.19 226.94 938.50 57.30 1,634.85 70.35 181.31

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MASTERCARD FUSSMAN	18.00
					MASTERCARD SMITH K	350.31
					MASTERCARD STUHLBREHER	182.00
					MASTERCARD HOHLBEIN	222.07
					MASTERCARD TEALL	1,726.26
					MASTERCARD OCKERT	291.78
					MASTERCARD THEISEN	29.99
					MASTERCARD DEPRIEST	540.55
					MASTERCARD COFFELL	86.07
						<u>7,161.56</u>
06/05/2019	101	269 (E)	01105	VOID		
				Void Reason: Created From Check Run Process		
05/23/2019	101	21078	00725	CUSTOM OFFICE SYSTEMS	REPLACEMENT TABLE FOR SMALL CONF ROOM -	858.75
06/12/2019	101	21079	01358	21ST CENTURY MEDIA-MICHIGAN	ZONING/BOARD OF TRUSTEES/UTILITIES/PARKS	1,211.32
06/12/2019	101	21080	01585	ADVANCED TURF SOLUTIONS	LINE MARKING CHALK - BALL FIELDS/MCDONAL	367.20
06/12/2019	101	21081	00020	JAMES ALWOOD	WELL SITE LEASE - MAY 2019	311.84
06/12/2019	101	21082	01549	BAUCKHAM, SPARKS, THALL, SEEGER & K	MTT CASE LEGAL FEES - MAY 2019	3,563.10
06/12/2019	101	21083	01278	BERENDS, HENDRICKS, STUIT INSURANCE	BONDING REQUIRED BY RURAL DEV	665.00
06/12/2019	101	21084	00095	C & C ENTERPRISES, INC.	JANITORIAL SUPPLIES - TWP HALL	106.25
					JANITORIAL SUPPLIES - PARKS	323.25
					CLEAN UP DAY SHIRTS/SAFETY GLASSES	90.50
						<u>520.00</u>
06/12/2019	101	21085	00129	CMS INTERNET, LLC	SURFACE PRO DOCK - BOARD ROOM TABLET	59.95
					VEEAM LICENSE RENEWAL	1,318.00
					KEYBOARD & MOUSE - BLDG	49.99
						<u>1,427.94</u>
06/12/2019	101	21086	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES - MAY 2019	776.42
06/12/2019	101	21087	01171	DBI BUSINESS INTERIORS	OFFICE SUPPLIES - WATER PLANT	20.51
					STAPLER - WATER PLANT	14.99
					LABELS & MARKER - BLDG & TWP HALL	41.19
					FILE/FOLDER/SCANNER CLEANER SHEETS - ASS	123.36
						<u>200.05</u>
06/12/2019	101	21088	01635	DIAMOND SOLUTIONS	BULK WATER PERMIT #2019-002	445.00
06/12/2019	101	21089	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE	4,341.00
06/12/2019	101	21090	00249	GILL-ROY'S HARDWARE	SINGLE CUT KEY	1.99
					WD40 LUBRICANT & 2 CYCLE OIL	29.73
					STORAGE BOX & PLANT POT - CLEAN UP DAY &	21.58
					PLANT POT - FRONT OFFICE	3.59
					PLANT POT RETURN - FRONT OFFICE	(3.59)
						<u>53.30</u>
06/12/2019	101	21091	01583	GOUDREAU & ASSOCIATES INC.	WATER TREATMENT BUILDING EVACUATION PLAN	282.00
06/12/2019	101	21092	00257	GOURDIE-FRASER, INC.	SANITARY PUMP #14 - CONSTRUCTION ADMIN	1,176.00
					WWTP SCREW PUMP - FINAL DESIGN, PERMITTING	3,195.00
						<u>4,371.00</u>
06/12/2019	101	21093	00262	GRAND TRAVERSE RUBBER SUPPLY	HYD HOSE / FITTING/ RHINO SLEEVE - PARKS	27.94
06/12/2019	101	21094	00266	HACH COMPANY	AMMONIA TNT+ & PHOSPHORUS TNT+	2,386.00
06/12/2019	101	21095	01541	HEINTZ LIFTING INC	OXIDATION DITCH CLEANING	450.00
06/12/2019	101	21096	00324	ISABELLA CORPORATION	CLEARING TREES AT ISABELLA WELL SITE	300.00

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION
 CHECK DATE FROM 05/23/2019 - 06/12/2019

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/12/2019	101	21097	00333	ISABELLA COUNTY ROAD COMMISSION	BRINE CONTRACT - 1ST PMT 2019	6,120.27
06/12/2019	101	21098	00351	JONES & HENRY LABORATORIES, INC.	MERCURY SAMPLE TESTING	210.00
					MERCURY BY CVAFS SAMPLE TESTING	200.00
						410.00
06/12/2019	101	21099	01324	KENEWELL GROUP	BUSINESS CARDS - T. WARD	64.00
06/12/2019	101	21100	00360	KIMBALL MIDWEST	PUMP / CUTTER	72.94
06/12/2019	101	21101	00001	M T A	ANNUAL MEMBERSHIP DUES 7/1/19 - 6/30/20	5,925.59
06/12/2019	101	21102	00907	MID MICHIGAN CABLE CONSORTIUM	FRANCHISE FEE 1ST Q 2019	13,484.69
06/12/2019	101	21103	01578	MOUNTAIN TOWN STATION	ANNUAL LEADERSHIP LUNCHEON	388.65
06/12/2019	101	21104	00472	MUNICIPAL CODE CORPORATION	ANNUAL SUPPORT FEE	275.00
06/12/2019	101	21105	00494	NORTH CENTRAL LABORATORIES	MILLIPORE FILTER/BUFFER SOLUTION	1,573.22
					ECONOMY STIR PLATE	121.59
						1,694.81
06/12/2019	101	21106	00131	PERCEPTIVE CONTROLS, INC	HMI/PC PROGRAMMING LIFT STATION IGNITION	3,024.00
					ONSITE PROGRAMMING/TRAVEL TIME/ MILEAGE	567.00
					ONSITE PROGRAMMING/TRAVEL TIME/MILEAGE	567.00
						4,158.00
06/12/2019	101	21107	00525	PICKARD STREET CAR WASH	APRIL WASHES - 2019	33.00
06/12/2019	101	21108	01329	ANGELA SCHOFIELD	MILEAGE RIMEBURSEMENT - SCHOFIELD	98.02
06/12/2019	101	21109	01542	SHRED-IT US JV LLC	TWP PAPER SHREDDING 4-24-19	53.93
06/12/2019	101	21110	01090	SIMPLY ENGRAVING	NAME PLATE - TERESA WARD	7.00
06/12/2019	101	21111	00601	KIMBERLY SMITH	MILEAGE REIMBURSEMENT 5/22/19	145.92
06/12/2019	101	21112	01254	LARRY M SOMMER	MEAL REIMBURSEMENTS - MAY	21.80
06/12/2019	101	21113	01566	STRATEGIC VALUE MEDIA	AD IN MICH HOME BUILDER 2019	595.00
06/12/2019	101	21114	01634	THE OETZEL-HARTMAN GROUP	APPRAISAL REPORT - MTT DOCKET 18-02012 U	4,800.00
06/12/2019	101	21115	00668	UNITED PARCEL SERVICE	WATER SAMPLE SHIPPING	2.62
					SAMPLE SHIPPING - WWTP	10.11
						12.73
06/12/2019	101	21116	01013	USA BLUE BOOK	SAFETY GLASSES & MASK	112.60
					SAFETY GEAR & IRON FERROVER	623.99
					DATALOGGING THERMOMETER	195.70
						932.29
06/12/2019	101	21117	01603	UTILITY FINANCIAL SOLUTIONS, LLC	EXPERT RATE SERVICES-WTR/SWR CONNECTION	1,625.00
					EXPERT RATE SERVICES-SEWER WHOLESALE	5,000.00
						6,625.00
06/12/2019	101	21118	01314	VERIZON WIRELESS	CELL PHONES 4-16-19 TO 5-15-19	403.06
06/12/2019	101	21119	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE - WATER PLANT JUNE 2019	78.89
					DUMPSTER SERVICE - WWTP JUNE 2019	845.67
					DUMPSTER SERVICE - SHOP JUNE 2019	51.38
					DUMPSTER SERVICE - JAMESON MAY 2019	130.50
					DUMPSTER SERVICE - MCDONALD JUNE 2019	195.15
					DUMPSTER SERVICE - TWP HALL JUNE 2019	66.64
						1,368.23
06/12/2019	101	21120	00710	WEBB CHEMICAL SERVICE	FERRIC CHLORIDE SOLUTION	5,157.26

06/05/2019 05:30 PM

User: SHERRIE

DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION

CHECK DATE FROM 05/23/2019 - 06/12/2019

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/12/2019	101	21121	00723	WINN TELECOM	PHONE SERVICE 6/1/19 - 6/30/19	165.06
06/12/2019	101	21122	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT - MAY 2019	1,500.76

101 TOTALS:

Total of 52 Checks:

115,602.84

Less 3 Void Checks:

0.00

Total of 49 Disbursements:

115,602.84

CHARTER TOWNSHIP OF UNION
MEETING PAY REQUEST FORM
2019BOARD MEMBER: Tim LANNENMONTH: MAY

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
5-7-19	County Board of Commissioners	✓		\$50
5-15-19	Council of Governments	✓		\$50
5-21-19	County BOC meeting	✓		\$50

SIGNATURE: Tim Lannen Date: 5-22-19

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

<p style="text-align: center;">Charter Township of Union Payroll</p>
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CHECK DATE: May 30, 2019

PPE: May 25, 2019

NOTE: PAYROLL TRANSFER NEEDED

General Fund	\$ 24,104.95
EDDA	-
WDDA	-
Sewer Fund	23,801.87
Water Fund	18,669.96
Total To Transfer from Pooled Savings	\$ 66,576.78

NOTE: CHECK TOTAL FOR TRANSFER

Gross Payroll	\$ 57,576.65
Employer Share Med	831.71
Employer Share SS	3,556.29
SUI	185.18
Pension-Employer Portion	3,784.17
Workers' Comp	642.78
Life/LTD	-
Dental	-
Health Care	-
Vision	-
Vision Contribution	-
Health Care Contribution	-
Cobra/Flex Administration	-
PCORI Fee	-
Total Transfer to Payroll Checking	\$ 66,576.78

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant
Period - May 13, 2019 through May 19 2019


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			1
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	118	Trash or Rubbish fire, contained			
	130	Mobile Property Fire, Other			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle or heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire			
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			
	154	Dumpster Fire			
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident					
	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew	2	4	1
	321	EMS Call excluding Veh. Accident			
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)					
	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			

	422	Chemical Spill or Leak			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down			2
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,	1	2	
	651	Smoke Scare, Odor of Smoke			1
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm	1	2	
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			
	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			1
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm,Tornado/Hurricane Assessment			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued			
		Total Response for Union Twp/City	4		6
		YTD Response for Union Twp/City	128		181

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant Period - May 20, 2019 through May 26, 2019


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	118	Trash or Rubbish fire, contained			
	130	Mobile Property Fire, Other			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle or heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire			
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			
	154	Dumpster Fire			
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident					
	300	Rescue, EMS incident, other	1	2	
	311	Medical Assist to EMS Crew	2	4	
	321	EMS Call excluding Veh. Accident	1	3	1
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)					
	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			1
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			

	422	Chemical Spill or Leak			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident	1	2	
	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			
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			1
	622	No Incident Found on Arrival			1
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			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			1
	745	Alarm System Act. - Unintentional	2	4	
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm,Tornado/Hurricane Assessment			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued			
		Total Response for Union Twp/City	7		7
		YTD Response for Union Twp/City	133		188

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

Mount Pleasant Fire Department

Fire Experience Report For Union Township/City of Mt. Pleasant Period - May 27, 2019 through June 2, 2019


Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	118	Trash or Rubbish fire, contained			
	130	Mobile Property Fire, Other			1
	131	Passenger Vehicle Fire			2
	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	1	2	
	154	Dumpster Fire			
	160	Special Outside Fire, Other			
Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident					
	300	Rescue, EMS incident, other	1	3	
	311	Medical Assist to EMS Crew			1
	321	EMS Call excluding Veh. Accident			
	322	Motor Vehicle Acc. W/ Injuries			1
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
	3811	Technical rescue standby			
Hazardous Condition (No Fire)					
	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)	1	2	1
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			

	422	Chemical Spill or Leak			
	423	Refrigeration Leak			
	424	Carbon Monoxide Incident	1	2	
	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			
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			1
	542	Animal Rescue			
	552	Police Matter			1
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning	1	2	
	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			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			1
	736	CO detector activation due to malfunction			

	740	Unintentional transmission of alarm, other			
	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm,Tornado/Hurricane Assessment			
	814	Lightning Strike (No Fire)	1	8	
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued			
		Total Response for Union Twp/City	6		9
		YTD Response for Union Twp/City	139		197

 Emergency - MPFD

 Emergency - MPFD Secondary to MMR

 Non - Emergency

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher – Township Manager

DATE: June 3, 2019

FROM: Kim Smith – Public Service Director

DATE FOR BOARD CONSIDERATION: June 12, 2019

ACTION REQUESTED: Approve the purchase, installation, and programming of two panels and Opto 22 SCADA Equipment for two of the tertiary treatment filters at the Waste Water Treatment Plant (WWTP) from Perceptive Controls in the amount of \$23,106.50

Current Action X

Emergency

Funds Budgeted: If Yes x Account # 590-540-934.987 No N/A

Finance Approval MDS

BACKGROUND INFORMATION

The Charter Township of Union Waste Water Treatment Plant FY 2019 budget includes funds to purchase two new panels and install and program Opto 22 SCADA equipment on two of the tertiary filters at the WWTP. The computer hardware in these two panels is 18 years old and is a different brand than the other Opto equipment being used in the rest of the sewer and water systems. Opto 22 SCADA equipment is used through-out the water and sewer systems and treatment plants for alarming, equipment controls, equipment monitoring, and data collection. The equipment to be replaced (Aqua Disk) came with the filter package when it was purchased 18 years ago and is no longer supported.

The attached bid to replace the Aqua Disk equipment was received from our SCADA Integrator Perceptive Controls and is for tertiary filters 1 and 2. Tertiary filter 3 is new to the recent plant improvements and already includes the upgrade. The quote provided is a single source quote from the Township's integrator who supports the Opto 22 equipment and programming.

SCOPE OF SERVICES

One-time purchase of two panels and Opto 22 SCADA equipment for two of the tertiary filters located at the Waste Water Treatment Plant.

JUSTIFICATION

This purchase will allow the Township to replace crucial out of date equipment at the WWTP while keeping the equipment consistent with the other SCADA equipment used throughout the WWTP, Sewer Collection System, and Water Systems. Work will be completed by the Township's SCADA Systems Integrator Perceptive Controls. Perceptive Controls has been our SCADA Integrator for several years and has successfully complete our SCADA related projects.

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with this request (from Policy 1.0: Global Ends)

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

COSTS

\$23,106.50

Funds budgeted in the FY2019 Waste Water Treatment Plant Budget line item 590-540-934.987

PROJECT TIME TABLE

4 – 6 weeks

RESOLUTION

Approve of the purchase, installation, and programming of two panels and Opto 22 SCADA Equipment for two of the tertiary treatment filters at the Waste Water Treatment Plant (WWTP) from Perceptive Controls in the amount of \$23,106.50.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



QUOTE: Q06132018TJR
JUNE 13, 2018

Mike Dearing

Charter Township of Union
4511 E. River Road
Mt. Pleasant, MI 48858

Subject: Perceptive Controls, Inc. Quote: 06132018TJR

Dear Mike;

We are pleased to provide you a proposal for modifying the two tertiary filter control panels that have obsolete PLC;s with Opto 22.

Scope of Supply

Hardware: Opto 22 EPIC controller with I/O and power supplies
Labor: Installation, programming, and starup.

Price: \$23,106.50

Terms: 100% Upon Completion

If you have any questions, please feel free to contact me anytime at 269.685.3040

Best Regards,

Todd Reynolds
President
Perceptive Controls

Payment Terms

The prices quoted are firm and not subject to escalation. However, in the event PERCEPTIVE CONTROLS Inc. is unable to ship equipment or provide services in accordance with the schedule determined at the time of an order, due to delays caused by you, including, but not limited to request to defer shipment or service, delays in return of submittal drawings, hold for inspection, or agreement to terms, we reserve the right to escalate our price.

NOTE 1: PRICING

Our prices include only the specific items listed under the particular sections of this proposal. Items specified in other sections of the purchaser's specifications and not included herein are to be furnished by others.

GENERAL INFORMATION

PERCEPTIVE CONTROLS Inc. prices do not include sales, use, excise, goods and service taxes, duties, Bonds, fees or other similar taxes, and all such taxes shall be paid by the Purchaser.

ALL ORDERS ARE SUBJECT TO PERCEPTIVE CONTROLS INC. CREDIT APPROVAL.

SHIPPING INFORMATION

Original Issue Drawings (submittal) will be completed within 2 to 3 weeks after acceptance of your purchase order and Purchasers delivery of required drawings, technical data or information, site description, etc.) by PERCEPTIVE CONTROLS, Inc.

NOTE 1: AUTHORIZATION TO PROCEED

No fabrication or continuance of Engineering will be started without return of customer approved submittal drawings at their mutually agreed to, final, revision.

AMERICAN SYSTEM

Our proposal is based on design and fabricating the proposed equipment to American standards for system dimensions and sizes. Similarly, all technical specifications, manuals, drawing dimensions, schedules, etc., will be in the English language and American system.

ITEMS NOT FURNISHED BY PERCEPTIVE CONTROLS, Inc.

Below is a general list of items to be furnished by others. These items will not be furnished by PERCEPTIVE CONTROLS Inc. unless that item is previously stated otherwise in the proposal, in which case that item in this list is superseded. PERCEPTIVE CONTROLS' price includes only those items listed under the describing section(s).

Tools or spare parts.
Process Warranty.
Performance Warranty.
Extended Warranty.
Finish or painting of existing equipment

VIDEO RECORD

PERCEPTIVE CONTROLS, Inc., reserves the right to use video tape or other electronic recordings in completing equipment or system repairs or problem analysis.

In the event Purchaser wishes to videotape the Perceptive Controls, Inc. field service personnel for start-up and/or during field service, Purchaser expressly waives any claim against Perceptive Controls, Inc. for injury or damage caused by inaccuracies or errors in such videotape(s) and understands that such videotaping is done by Purchaser at its sole risk.

Unless explicitly amended or deleted, the following shall be considered a part of any contract resulting from this proposal.

1. BASIS OF PRICE:

- a) Perceptive Controls, Inc. prices do not include sales, use, excise or other similar taxes or fees, unless expressly stated within this proposal.
- b) Bonds, insurance (other than our normal coverage), and other premiums are not included.
- c) In the event any payment becomes past due, a charge of 1.5% will be assessed monthly and the entire contract amount may be demanded in full.
- d) ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.

2. DELIVERY:

- a) Delivery is FOB, Kalamazoo MI, and the responsibility of Perceptive Controls, Inc. for physical damage and alleged shortages ends when placed with the carrier.
- b) Shipping dates are approximate. We reserve the right to make partial shipments and as material is available.
- c) If shipment is delayed by Purchaser, Perceptive Controls, Inc. may invoice and pass title to the Purchaser; Purchaser agrees to remit the amount due at the times stated as if the equipment had shipped. All costs of storage shall be at the Purchaser's expense.
- d) Perceptive Controls, Inc. will be excused for delays for reasons beyond its reasonable control.

3. CANCELLATION

In the event of cancellation, Purchaser agrees to compensate Perceptive Controls, Inc. for all work performed including any purchased material restocking fees and expenses required to leave the job site. Purchaser will issue a written notice of cancellation, unless cancellation is due to default on the part of Perceptive Controls, Inc.

4. WARRANTY:

PERCEPTIVE CONTROLS, Inc., warrants its equipment to be free from defects in material and workmanship. Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

Remedy: Provided Purchaser gives Perceptive Controls, Inc. prompt written notice of defect within six (6) months from date of delivery. Perceptive Controls, Inc. shall repair or replace parts proven to be defective in materials and workmanship or, at its sole option, refund the purchase price.

Perceptive Controls, Inc. will accept back charges for reasonable repairs or replacements performed by Purchaser provided that Perceptive Controls, Inc. has given its written approval prior to Purchaser performing such work. However, Perceptive Controls, Inc. will not accept charges for cutting, trimming, fitting and other field work normally associated with erection/installation of the equipment.

The remedy stated above for proven defects in materials and workmanship SHALL BE THE SOLE AND EXCLUSIVE REMEDY under this Warranty.

Limitation of Liability: Perceptive Controls, Inc. will not be liable for any consequential or incidental damages, including, but not limited to, damages resulting from injury to persons or property (except liability for bodily injury or death occasioned to third parties as a direct result of Perceptive Controls' negligence), loss of profits, loss of business reputation, downtime, or any losses or expenses in connection with the furnishing of Products or Services.

THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT NOR ANY OTHER WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), NOR ANY OTHER REPRESENTATIONS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN PERCEPTIVE CONTROLS'S PROPOSAL.

5. PRODUCT SAFETY:

Products designed and manufactured by Perceptive Controls, Inc. are capable of being used in a safe manner, but PERCEPTIVE CONTROLS, Inc. cannot warrant their safety under all circumstances. Purchaser must install and use the products in a safe and lawful manner in compliance with applicable health and safety regulations and laws and general standards of reasonable care.

6. GENERAL LIMITATION OF LIABILITY:

Under this Agreement, PERCEPTIVE CONTROLS, Inc. will not be liable for any consequential or incidental damages, including, but not limited to, damages resulting from injury to persons or property (except liability for bodily injury or death occasioned to third parties as a direct result of PERCEPTIVE CONTROLS' negligence), loss of profits, loss of business reputation, downtime, or any losses or expenses in connection with the furnishing of Products or Services.

7. CHANGES, DELAYS, AND UNUSUAL COSTS:

If Purchaser requests or causes changes to be made in design or construction of the products, or if Purchaser delays the progress of work covered by the quotation, the contract price will be adjusted to reflect any increase or decrease. Additional charges may be made to cover any unforeseen or unusual cost elements which have not been anticipated both by PERCEPTIVE CONTROLS, Inc. and Purchaser: i.e., extended storage, repriming, etc.

8. MANUFACTURING DEVICES AND TECHNICAL INFORMATION:

All manufacturing devices, designs, data or other technical information relating to an order will remain PERCEPTIVE CONTROLS' property.

9. NONWAIVER:

The failure of PERCEPTIVE CONTROLS, Inc. to insist upon strict performance of any of the terms of conditions stated herein will not be considered a continuing waiver of any such term or condition or any of its rights, nor will it imply a course of performance between the parties.

10. COMPLETE AGREEMENT:

The complete agreement between Perceptive Controls, Inc. and Purchaser is contained herein and no additional or different term or condition will be binding unless mutually agreed to in writing.

Proposal Submitted by: Todd Reynolds - PERCEPTIVE CONTROLS, Inc.

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher – Township Manager

DATE: June 3, 2019

FROM: Kim Smith – Public Service Director

DATE FOR BOARD CONSIDERATION: June 12, 2019

ACTION REQUESTED: Approval of the purchase of 2019 Kubota Utility Vehicle from Capital Equipment in the amount of \$23,160.00 for use at the Waste Water Treatment Plant.

Current Action _____

Emergency _____

Funds Budgeted: If Yes ☒ Account # 590-540-977.000 No ☐ N/A ☐

Finance Approval MDS

BACKGROUND INFORMATION

The Charter Township of Union currently owns a 2008 Cub Cadet Utility Vehicle in use at the Waste Water Treatment Plant. The vehicle is used daily to complete daily rounds, sampling, and other operation and maintenance task throughout the facility. The vehicle is also used to plow snow on the various sidewalks and building entrances throughout the plant. Although the vehicle is eleven years old it has been maintained very well and is in fairly good shape.

The Parks Department has a similar vehicle that was purchased in 2000 by the sewer fund for the WWTP. This vehicle was moved to the parks when the 2008 Cub Cadet was purchased. The equipment is used in the parks on a daily basis to drag fields, pick-up trash, and for other operation and maintenance task throughout the parks. This vehicle is starting to have mechanical issues and is in poor condition.

The intent is to purchase a new utility vehicle for the WWTP and move the existing 2008 Cub Cadet to the parks. A few local dealers were asked to look at the 2008 Cub Cadet and give a trade-in value. The trade-in value of this equipment is \$5,000. There is \$5,000 in the FY2019 Parks Department budget to purchase the utility vehicle from the Sewer/Waste Water Treatment Plant Fund. The net expense to the sewer fund is \$18,160

Outlined below are the bids received for the purchase of a new utility vehicle at the WWTP.

Supplier/Brand	Bid Amount
Capital Equipment/Kubota	\$23,160.00
Bader and Sons/John Deer	\$24,417.22
Carelton Equipment Company/Bobcat	\$24,622.89

SCOPE OF SERVICES

One-time purchase of a 2019 Kubota Utility Vehicle

FY2019 Sewer Waste Water Treatment Plant Budget line items 590-540-977.000

JUSTIFICATION

The Kubota Utility Vehicle is being purchased to replace an existing 2008 Cub Cadet Utility Vehicle at the WWTP. Subsequently this equipment will be moved to the Parks Department to replace an existing 2000 John Deer Utility Vehicle. The 2000 John Deer Utility Vehicle will continue in service until it is deemed unusable or unsafe.

All bids have been reviewed by the Public Service Department and found to be in accordance with the Standards and Conditions provided in the purchase specifications. Recommendation is to purchase the utility vehicle from Capital Equipment in the amount of \$23,160.00 based on the following:

- Supplier's ability to provide specified equipment
- Supplier's favorable past performance: Sales and service
- Cost

PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed with this request (from Policy 1.0: Global Ends)

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

COSTS

\$23,160

PROJECT TIME TABLE

Delivery time 90 days after award of bid

RESOLUTION

Authorization is hereby given to purchase 2019 Kubota Utility Vehicle from Capital Equipment in the amount of \$23,160.00 for use at the Waste Water Treatment Plant.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Notice to Bidders

2019 Utility Vehicle (UTV) Purchase

The Charter Township of Union is accepting sealed bids for the purchase of one (1) 2019 Utility Vehicle (UTV).

Bids will be accepted until May 28, 2019, at, 10:00 am., at which time they will be opened and read aloud at the Isabella Treatment Facility located at 5228 South Isabella Road Mt. Pleasant, MI 48858.

To view and download complete specifications, visit the Charter Township of Union website at www.uniontownshipmi.com/utilities/rfp

Bids are solicited on a lump sum basis and no bid deposit or bond is required with this bid.

All bids are to be sealed and clearly marked "Bid for "2019 Utility Vehicle (UTV)".

The Charter Township of Union reserves the right to accept or reject any and all bids and to select the bid considered most advantageous to the Charter Township of Union.

**2019 Utility Vehicle (UTV)
Instructions to Bidders**

1. Proposals

Proposals must be made upon the forms provided, therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the Public Service Director, Union Township Hall, 5228 South Isabella Road, Mt. Pleasant Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The Charter Township of Union, (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, and to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the Township.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, delivery time, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors.

The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the delivery of the equipment.

5. Indemnification

The Contractor/Vendor shall save and hold harmless the Township and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the Contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be posted on our website no later than five days prior to bid due date. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. All addendum will be posted on the Township's website at:

[http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/UtilityDepartment/RequestforProposals\(RFP\).aspx](http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/UtilityDepartment/RequestforProposals(RFP).aspx)

7. Execution of Bid Proposal

A Bid Proposal must be signed by the individual making it and who is duly authorized by the vendor to submit such proposal/bid on their behalf.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s)/individual of the corporation, manually written below the corporate name and on the line indicating "By: _____."

8. Delivery

The successful Bidder shall deliver equipment and/or materials as specified to the Charter Township of Union, within 60 days of acceptance of bid to 4511 East River Road Mt. Pleasant, MI 48858, or as specified in the proposal. The proposal amount should include delivery F.O.B to Mt. Pleasant. All equipment, literature, manuals, warranty papers, and any other items listed in the specifications of the equipment or materials, must be delivered before payment in accordance with this contract.

**2019 Utility Vehicle (UTV) Purchase
Proposal**

TO: Office of the Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

**BID DATE: May 28, 2019
TIME: 10:00 a.m.**

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the below listed bid items at the price(s) set forth below.

This is a firm bid and not subject to withdrawal or change for a period of sixty (90) days.

QTY	BID ITEM	TOTAL
1	2019 Utility Vehicle (UTV) Per bid specifications	1 each \$ <u>23160.</u> TOTAL \$ <u>23160.</u> (Figures)

kuhote RTV-X1100 cab with BOSS V-blade with 3 year warranty
(written) Twenty Three Thousand one hundred sixty and _____ /100 Dollars. ON RTVX1100

*2 year on
BOSS
V-blade*

Respectfully Submitted,

COMPANY: Capital Equipment DATE 5/24/19

ADDRESS: 302 N McLean St

CITY Clare STATE Mi ZIP 48617

TELEPHONE 989 386 2192 FAX 989 386 7038

AUTHORIZED SIGNATURE [Signature]

PRINT OR TYPE NAME & TITLE Richard Czarnocki Sales

EMAIL RichC@ceddealer.com

2019 Utility Vehicle (UTV) Purchase

Specifications

Bidders are required to complete the certification at the end of this section of the bid by signing in the provided space. This section verifies that the unit complies with the listed specifications. Explanations for non-compliance must be provided on a separate sheet. Failure to do so will deem the proposal incomplete and will not be considered. Written questions regarding these specifications may be directed to Kim Smith, Public Service Director 2010 South Lincoln Road, Mt. Pleasant MI 48858 or via email to ksmith@uniontownshipmi.com.

2019 Utility Vehicle (UTV) Minimum Specifications:

Model Year: 2019

Diesel Engine

Max Speed 30 mpg or ability to limit speed with speed limiter

Four-wheel drive

Locking rear differential

Minimum 1,000 lbs Cargo Capacity

Minimum ,1300 lbs Towing Capacity

2" rear hitch receiver

Electric or hydraulic bed lift

Bed Mat

Fully enclosed cab, hard doors, hard roof, hard rear panel

Glass windows

Cab heater/defroster

Cab mounted work lights (front)

Cab mounted beacon

Electric windshield wiper

UTV 1100

Fully adjustable v-plow

Hard surface tires

Minimum 3-year warranty (provide warranty information with bid documents) *Ext Wkr*

No bidder may withdraw their bid within 90 days after the actual date of bid opening.

This section must be completed and returned with the bid proposal to verify that the unit proposed meets or exceeds the specifications listed above.

Richard Czarniecki Sales 5/24/19

Specification Verification (name and title)

Date

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME & TITLE _____

EMAIL _____

2019 Utility Vehicle (UTV) Purchase

Specifications

Bidders are required to complete the certification at the end of this section of the bid by signing in the provided space. This section verifies that the unit complies with the listed specifications. Explanations for non-compliance must be provided on a separate sheet. Failure to do so will deem the proposal incomplete and will not be considered. Written questions regarding these specifications may be directed to Kim Smith, Public Service Director 2010 South Lincoln Road, Mt. Pleasant MI 48858 or via email to ksmith@uniontownshipmi.com.

Kubota 1100

2019 Utility Vehicle (UTV) Minimum Specifications:

Model Year: 2019

Diesel Engine ✓

Max Speed 30 mpg or ability to limit speed with speed limiter - 25 mph

Four-wheel drive ✓

Locking rear differential ✓

Minimum 1,000 lbs Cargo Capacity *1120 165*

Minimum ,1300 lbs Towing Capacity ✓

2" rear hitch receiver ✓

Electric or hydraulic bed lift ✓

Bed Mat ✓

Fully enclosed cab, hard doors, hard roof, hard rear panel ✓

- Glass windows ✓
- Cab heater/defroster ✓
- Cab mounted work lights (front)
- Cab mounted beacon ✓
- Electric windshield wiper ✓
- Fully adjustable v-plow ✓
- Hard surface tires
- Minimum 3-year warranty (provide warranty information with bid documents) ✓

No bidder may withdraw their bid within 90 days after the actual date of bid opening.

This section must be completed and returned with the bid proposal to verify that the unit proposed meets or exceeds the specifications listed above.

Specification Verification (name and title)

Date

**2019 Utility Vehicle (UTV) Purchase
Proposal**

TO: Office of the Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

**BID DATE: May 28, 2019
TIME: 10:00 a.m.**

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the below listed bid items at the price(s) set forth below.

This is a firm bid and not subject to withdrawal or change for a period of sixty (90) days.

<u>QTY</u>	<u>BID ITEM</u>	<u>TOTAL</u>
1	2019 Utility Vehicle (UTV) Per bid specifications	1 each \$ <u>24,417.22</u> TOTAL \$ <u>24,417.22</u> (Figures)

(Written)
TWENTY FOUR THOUSAND FOUR HUNDRED SEVENTEEN and TWENTY TWO /100 Dollars.

Respectfully Submitted,

COMPANY: BADEE + SONS CO. DATE 13 MAY 2019

ADDRESS: 4240 E. ROSEBUSH RD.

CITY ROSEBUSH STATE MI. ZIP 48858

TELEPHONE 989-779-1707 FAX 989-399-0489

AUTHORIZED SIGNATURE Mark Salchert

PRINT OR TYPE NAME & TITLE MARK SALCHERT, SALES

EMAIL MSALCHERT@GREENTRACTIONS.COM



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Mark Salchert

Bader & Sons Co.
4240 E Rosebush Road
Rosebush, MI 48878

Tel: 989-779-1707

Fax: 989-779-1726

Email: msalchert@greentractors.com

The John Deere Government Sales Team

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
4240 E Rosebush Road
Rosebush, MI 48878
989-779-1707
davidmeyers@greentractors.com

Quote Summary**Prepared For:**

Union Township Hall
2010 S Lincoln Rd
Mt Pleasant, MI 48858
Business: 989-772-4600
Mobile: 989-621-1359
jbebow@uniontownshipmi.org

Delivering Dealer:

Bader & Sons Co.
Mark Salchert
4240 E Rosebush Road
Rosebush, MI 48878
Phone: 989-779-1707
msalchert@greentractors.com

Quote ID: 19605074
Created On: 13 May 2019
Last Modified On: 13 May 2019
Expiration Date: 13 June 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV855E (MY19)	\$ 20,016.06 X	1 =	\$ 20,016.06
PowerGard Protection Plan	\$ 613.00 X	1 =	\$ 613.00
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)			
Price Effective Date: December 24, 2018			
Sub Total			\$ 20,629.06
BOSS 6'6" UTILITY V-PLOW	\$ 3,788.16 X	1 =	\$ 3,788.16
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)			
Price Effective Date:			
Equipment Total			\$ 24,417.22

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 24,417.22

Trade In

SubTotal **\$ 24,417.22**

Est. Service \$ 0.00

Agreement Tax

Total **\$ 24,417.22**

Down Payment (0.00)

Rental Applied (0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Bader & Sons Co.
4240 E Rosebush Road
Rosebush, MI 48878
989-779-1707
davidmeyers@greentractors.com

Balance Due

\$ 24,417.22

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 19605074

Customer Name: UNION TOWNSHIP HALL

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Bader & Sons Co.
4240 E Rosebush Road
Rosebush, MI 48878
989-779-1707
davidmeyers@greentractors.com

JOHN DEERE XUV855E (MY19)

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)Selling Price *
\$ 20,016.06

Price Effective Date: December 24, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57C1M	XUV855E (MY19)	1	\$ 14,459.00	11.00	\$ 1,590.49	\$ 12,868.51	\$ 12,868.51
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1029	Yellow Steel Wheels Terra Hawk All Terrain Tires	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat - Yellow	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 442.00	11.00	\$ 48.62	\$ 393.38	\$ 393.38
3101	Cargo Box Power Lift	1	\$ 849.00	11.00	\$ 93.39	\$ 755.61	\$ 755.61
4004	Deluxe Cab Frame/Including Roof, Windshield, Wiper, Electrical Kit and Rear Window and Nets	1	\$ 1,470.00	11.00	\$ 161.70	\$ 1,308.30	\$ 1,308.30
4049	Less Black Roof	1	\$ -460.00	11.00	\$ -50.60	\$ -409.40	\$ -409.40
4199	Less Rear Package	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,301.00		\$ 253.11	\$ 2,047.89	\$ 2,047.89
Dealer Attachments - Per Unit - Contract/On Market							
BM25445	Deluxe Close-Off Panel for Poly or Glass Doors	1	\$ 331.70	11.00	\$ 36.49	\$ 295.21	\$ 295.21
BM26111	Deluxe Poly Door	1	\$ 3,158.64	11.00	\$ 347.45	\$ 2,811.19	\$ 2,811.19
BM22290	Drawbar/ ball mount for 51mm (2 in.) receiver hitch. Hitch Ball sold separately.	1	\$ 43.87	11.00	\$ 4.83	\$ 39.04	\$ 39.04
BM26182	Beacon Light Harness Kit	1	\$ 70.61	11.00	\$ 7.77	\$ 62.84	\$ 62.84
BM23608	Cab Heater	1	\$ 1,159.89	11.00	\$ 127.59	\$ 1,032.30	\$ 1,032.30



JOHN DEERE

Selling Equipment



Quote Id: 19605074

Customer Name: UNION TOWNSHIP HALL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
4240 E Rosebush Road
Rosebush, MI 48878
989-779-1707
davidmeyers@greentractors.com

VGB10548 Cab Heater Fitting Kit	1	\$ 25.69	11.00	\$ 2.83	\$ 22.86	\$ 22.86
BM21649 Beacon Light Kit - Deluxe Cab	1	\$ 409.81	11.00	\$ 45.08	\$ 364.73	\$ 364.73
BM21651 Front Work Light Kit - Deluxe Cab	1	\$ 327.41	11.00	\$ 36.02	\$ 291.39	\$ 291.39
BM24788 Speed Limiting Clutch Kit	1	\$ 73.83	11.00	\$ 8.12	\$ 65.71	\$ 65.71
BM22772 Cargo Box Bed Mat	1	\$ 128.53	11.00	\$ 14.14	\$ 114.39	\$ 114.39
Dealer Attachments Total		\$ 5,729.98		\$ 630.30	\$ 5,099.66	\$ 5,099.66
Value Added Services						
PowerGard Protection Plan	1	\$ 613.00			\$ 613.00	\$ 613.00
Value Added Services Total		\$ 613.00			\$ 613.00	\$ 613.00
Suggested Price						\$ 20,629.06
Total Selling Price		\$ 22,489.98		\$ 2,473.90	\$ 20,016.08	\$ 20,629.06

BOSS 6'6" UTILITY V-PLOW

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

\$ 3,788.16

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
D1	6'6" UTILITY V-PLOW	1	\$ 3,788.16	0.00	\$ 0.00	\$ 3,788.16	\$ 3,788.16
Suggested Price							\$ 3,788.16
Total Selling Price			\$ 3,788.16		\$ 0.00	\$ 3,788.16	\$ 3,788.16



JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

Turf					
Date : May 13, 2019					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 0
Equipment Type	Turf	Coverage:	Comprehensive	Quoted Price	\$ 613.00
Model	XUV855E	Total Months:	36		
Country	US	Total Hours:	600	Date Quoted	May 13, 2019
MFWD/Tracks	N				
Scraper Use					
THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED.					

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ **I ACCEPT** the PowerGard Protection

☐ **I DECLINE** the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.

PowerGard™ Protection Plan

POWERGARD PROTECTION PLAN John Deere Gator/Utility Vehicles – Comprehensive Coverage (In the U.S. - Available for Non-residential Customers Only)

IMPORTANT NOTICE TO PURCHASER

The *PowerGard* Protection Plan only applies to covered components of Covered Equipment which is specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set forth in the *PowerGard* Protection Plan.

Throughout the *PowerGard* Protection Plan, the terms "you," "your," and "Purchaser" refer to the purchaser of the *PowerGard* Protection Plan. The terms "we," "us," and "our" refer to John Deere. ("With respect to purchasers in Canada, John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5. With respect to purchasers in the United States, except for the specific states identified below", John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098.) Our obligations under the *PowerGard* Protection Plan are backed by the full faith and credit of John Deere.

**For purchasers in GA and NY, John Deere means Deere & Company, One John Deere Place, Moline, IL, 61265-8098.

Read the *PowerGard* Protection Plan carefully. Your rights and remedies under the *PowerGard* Protection Plan are limited as indicated below. The Coverage Term selected below may be terminated prior to expiration under the provisions of Paragraph G. of the *PowerGard* Protection Plan. Where permitted by law, JOHN DEERE products carry no implied warranty or condition of merchantability or fitness. For questions and inquiries, contact an authorized John Deere dealership, or call toll free 1-888-993-3373.

SCHEDULE OF COVERAGE

PURCHASER'S INFORMATION

Name
Address
City, State, Zip or City, Province, Postal Code

DEALERSHIP INFORMATION

Name
Branch # Dealer #
Address
City, State, Zip or City, Province, Postal Code

COVERED EQUIPMENT INFORMATION

Model #
PIN #

PLAN INFORMATION

Deductible	\$ 0
PowerGard Protection Fee	\$ 413.-
Taxes & other costs if applicable	\$
Total Cost	\$ 413.-
Delivery Date	____/____/____
Basic Warranty Start Date	____/____/____

COVERAGE SELECTED AND TERM

(Only the coverage indicated by "X" below applies to the Covered Equipment)

PowerGard Protection Plan – Gator/Utility Vehicles

- | | | |
|---|--|---|
| <input type="checkbox"/> 18 total months/ 250 total hours | <input type="checkbox"/> 18 total months/500 total hours | <input type="checkbox"/> 24 total months/ 300 total hours |
| <input type="checkbox"/> 24 total months/ 600 total hours | <input type="checkbox"/> 24 total months/ 800 total hours | <input type="checkbox"/> 30 total months/ 500 total hours |
| <input type="checkbox"/> 30 total months/1000 total hours | <input checked="" type="checkbox"/> 36 total months/ 600 total hours | <input type="checkbox"/> 36 total months/1200 total hours |

All Coverage Terms above are in Total Months / Total Hours and include the underlying John Deere Basic Warranty. Coverage will begin upon expiration of the John Deere Basic Warranty and end the earlier of the total time (from the Delivery Date indicated above) or total operating hours selected above. This has no effect on the John Deere Basic Warranty.

The standard John Deere Basic Warranty for Gator Utility Vehicles is 12 total months/1000 total hours.

Purchaser Signature

Date

Authorized Signature

Date

Use of Information/Privacy Consent: Personal information obtained in connection with the *PowerGard* Protection Plan is being collected, used and disclosed in accordance with the privacy policy of John Deere. Such personal information will be used for the purpose of fulfilling the terms of the *PowerGard* Protection Plan, and may be used to provide Purchaser with additional marketing and promotional information about John Deere and its products and services, where permitted by law. For information about John Deere's privacy policy visit John Deere's web site at www.johndeere.com.

DSEW073 (02 01 18)

POWERGARD PROTECTION PLAN – Gator/Utility Vehicles – (Comprehensive)

- A. COVERAGE:** Subject to the terms and conditions of this *PowerGard* Protection Plan, we will repair or replace, at our option, **Covered Components (as defined below)** of Covered Equipment described in the **Schedule of Coverage** that are defective in material or original workmanship. For the *PowerGard* Protection Plan to apply, the repair or replacement of covered components must be performed by an authorized John Deere dealer using genuine John Deere parts. Such repair or replacement will be made without charge to you except as described in paragraph I. **DEDUCTIBLE**.

The *PowerGard* Protection Plan is only available through John Deere dealerships. The *PowerGard* Protection Plan is not effective unless and until (1) a properly completed copy of this form is submitted to us either in paper or electronic format by the John Deere dealer, (2) the fee for the coverage has been paid, and (3) you receive written confirmation from John Deere.

- B. COVERED COMPONENTS:** The *PowerGard* Protection Plan applies to **all parts and components** of the Covered Equipment except those parts and components which are excluded below in Section C.

- C. COMPONENTS NOT COVERED:** Covered Components shall not include: (1) High wear or maintenance items such as but not limited to belts, control cables, hoses, fittings, fuses, spark plugs, light bulbs or lamps, oil or other fluids, filters, tires, dry brake assemblies, batteries, seats, windshields, exhaust systems, paint or decals, bed liners, shock absorbers, struts, springs, and PTO; (2) Parts or components covered under a separate manufacturer's warranty such as but not limited to tires, batteries, or replacement parts; and (3) Attachments or aftermarket options.

- D. TRANSPORTATION ALLOWANCE:** We will pay for transportation charges assessed to you by the servicing dealership, subject to a maximum of \$100 per dealership repair visit, if the following conditions are met:

1. The repair performed by the dealer is a covered repair during the *PowerGard* coverage period, and
2. At least one covered repair event exceeds the deductible as described in paragraph I. **DEDUCTIBLE**.

E. COVERAGE LIMITATIONS:

1. The following are not included in and not covered by the *PowerGard* Protection Plan unless required to be covered by law: (a) Overtime labor charged in excess of the dealer's normal labor rate; (b) Charges for storage of the Covered Equipment; (c) Depreciation, damage or failure caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage; (d) Loss or damage due to theft, vandalism or riot, the elements, fire, explosion, chemicals or salt, or collision or other accidents; (e) Normal maintenance and replacement of maintenance items, wear items, or consumables; and (f) Any defect in a noncovered component or damage to or failure of a Covered Component caused by a defect in a noncovered component.
2. The following are not included in and are not covered by the *PowerGard* Protection Plan: (a) Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance; (b) Failures occurring while Covered Equipment is being used for any illegal purpose; (c) Costs incurred for discretionary retrofitting of current design components on older Covered Equipment or reconditioning of Covered Equipment or its components; (d) Expenses associated with any repair required or provided for by any regulation or order of a court or regulatory agency, or by consent decree or settlement; (e) Damage to other property or injury to any person; (f) Any indirect or consequential damage or injuries, including but not limited to loss of crops or profits, rental charges for substitute equipment, or other loss of income, or loss of use; (g) Failure of Covered Equipment to meet any federal, state, provincial, or local emission requirements unless this failure is the result of the failure of a Covered Component; and (h) The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste.

POWERGARD PROTECTION PLAN – Gator/Utility Vehicles – (Comprehensive)

- F. WHEN COVERAGE APPLIES:** The *PowerGard* Protection Plan will apply during the Coverage Term indicated in the **Schedule of Coverage** for the coverage selected unless one of the events described in paragraph G. below occurs, in which case, plan coverage will terminate immediately.
- G. TERMINATION OF COVERAGE:** The *PowerGard* Protection Plan will terminate immediately when any of the following occur: (1) The time or engine hour coverage option indicated in the **Schedule of Coverage** has expired; (2) The Covered Equipment's engine hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperative (we may waive this provision, in writing, upon repair or replacement of the engine hour meter if actual hours can be verified); (3) The Covered Equipment is sold, traded or donated or title to Covered Equipment is otherwise transferred by Purchaser (unless Purchaser opts to assign the *PowerGard* Protection Plan pursuant to Paragraph K. below); (4) The Covered Equipment is modified or altered in ways not approved by us or not in accordance or compliance with John Deere factory specifications; (5) Service or repair, other than normal maintenance and/or replacement of service items, if performed by someone other than an authorized John Deere dealer or approved repair facility; or (6) The Covered Equipment is moved to a location outside the United States or Canada.
- H. MAXIMUM RECOVERY:** Our cumulative liability during the Coverage Term for repairs or replacements of Coverage Components shall not exceed the manufacturer's suggested list price of the Covered Equipment excluding any transportation charges, license fees, taxes, the cost of the *PowerGard* Protection Plan, the cost of options or attachments not covered by the *PowerGard* Protection Plan, and insurance premiums.
- I. DEDUCTIBLE:** For each covered repair event under the *PowerGard* Protection Plan, you must first pay the Deductible (as indicated in the **Schedule of Coverage**) for the parts and labor charges for that repair. Once the Deductible has been paid for a covered repair event, subsequent work, performed under the *PowerGard* Protection Plan, required due to failure of the original repair, will not be subject to additional deductibles. A covered repair event will include all covered parts and labor charges included under a single work order.
- J. MAINTENANCE OF COVERED EQUIPMENT AND RECORDS:** You must properly maintain Covered Equipment and, at your expense, perform scheduled maintenance in accordance with the Operators Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition.
- K. ASSIGNMENT:** The *PowerGard* Protection Plan will apply only to the Covered Equipment indicated in the **Schedule of Coverage** of the *PowerGard* Protection Plan. If you sell Covered Equipment to a new owner, any remaining coverage under the *PowerGard* Protection Plan may apply to the subsequent purchaser. If you wish to transfer the *PowerGard* Protection Plan with the Covered Equipment, you must request an authorized John Deere Dealer to forward a Current Owner Delivery Receipt to us to document such a transfer.
- L. COSTS:** The cost of the *PowerGard* Protection Plan must be fully paid at the time of purchase and refunds will not be made for any reason. If you sell the Covered Equipment prior to the expiration of the *PowerGard* Protection Plan, any remaining coverage, you will be deemed to waive any rights to remaining coverage and subject to Paragraph K. above, may be transferred to the new owner at no additional cost or transfer fees.
- M. CHANGES:** This *PowerGard* Protection Plan contains all of your rights and responsibilities for coverage to apply. **NO JOHN DEERE DEALER OR ANY OTHER PERSON MAY AMEND OR CHANGE THE TERMS, CONDITIONS, OR LIMITATIONS OF THIS POWERGARD PROTECTION PLAN IN ANY WAY.**



Department of Public Services
5228 South Isabella Road
Mt. Pleasant, MI 48858
989-772-4600 ext. 223 & 224

Notice to Bidders

2019 Utility Vehicle (UTV) Purchase

The Charter Township of Union is accepting sealed bids for the purchase of one (1) 2019 Utility Vehicle (UTV).

Bids will be accepted until May 28, 2019, at, 10:00 am., at which time they will be opened and read aloud at the Isabella Treatment Facility located at 5228 South Isabella Road Mt. Pleasant, MI 48858.

To view and download complete specifications, visit the Charter Township of Union website at www.uniontownshipmi.com/utilities/rfp

Bids are solicited on a lump sum basis and no bid deposit or bond is required with this bid.

All bids are to be sealed and clearly marked "Bid for "2019 Utility Vehicle (UTV)".

The Charter Township of Union reserves the right to accept or reject any and all bids and to select the bid considered most advantageous to the Charter Township of Union.

**2019 Utility Vehicle (UTV)
Instructions to Bidders**

1. Proposals

Proposals must be made upon the forms provided, therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the Public Service Director, Union Township Hall, 5228 South Isabella Road, Mt. Pleasant Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The Charter Township of Union, (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, and to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the Township.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, delivery time, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors.

The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the delivery of the equipment.

5. Indemnification

The Contractor/Vendor shall save and hold harmless the Township and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the Contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be posted on our website no later than five days prior to bid due date. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. All addendum will be posted on the Township's website at:


[http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/UtilityDepartment/RequestforProposals\(RFP\).aspx](http://www.uniontownshipmi.com/Departments/PublicServicesDepartment/UtilityDepartment/RequestforProposals(RFP).aspx)

7. Execution of Bid Proposal

A Bid Proposal must be signed by the individual making it and who is duly authorized by the vendor to submit such proposal/bid on their behalf.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s)/individual of the corporation, manually written below the corporate name and on the line indicating

"By: ."

8. Delivery

The successful Bidder shall deliver equipment and/or materials as specified to the Charter Township of Union, within 60 days of acceptance of bid to 4511 East River Road Mt. Pleasant, MI 48858, or as specified in the proposal. The proposal amount should include delivery F.O.B to Mt. Pleasant. All equipment, literature, manuals, warranty papers, and any other items listed in the specifications of the equipment or materials, must be delivered before payment in accordance with this contract.

**2019 Utility Vehicle (UTV) Purchase
Proposal**

TO: Office of the Public Service Director
Charter Township of Union
5228 South Isabella Road
Mt. Pleasant, MI 48858

BID DATE: May 28, 2019
TIME: 10:00 a.m.

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the below listed bid items at the price(s) set forth below.

This is a firm bid and not subject to withdrawal or change for a period of sixty (90) days.

QTY	BID ITEM	TOTAL
1	2019 Utility Vehicle (UTV) Per bid specifications	1 each \$ <u>24,622.89</u> TOTAL \$ <u>24,622.89</u> (Figures)

twenty four thousand six hundred twenty-two
(Written) dollars and 89/100 cent and /100 Dollars.

Respectfully Submitted,

COMPANY: Carleton Equipment DATE 5-24-2019.

ADDRESS: 3380 Mack Rd Ssg

CITY Saginaw STATE MI ZIP 48601

TELEPHONE 989-231-3127 FAX 989-777-3357

AUTHORIZED SIGNATURE Roger Balch

PRINT OR TYPE NAME & TITLE Territory Manager.

EMAIL roger@carletonequipment.com.

2019 Utility Vehicle (UTV) Purchase

Specifications

Bidders are required to complete the certification at the end of this section of the bid by signing in the provided space. This section verifies that the unit complies with the listed specifications. Explanations for non-compliance must be provided on a separate sheet. Failure to do so will deem the proposal incomplete and will not be considered. Written questions regarding these specifications may be directed to Kim Smith, Public Service Director 2010 South Lincoln Road, Mt. Pleasant MI 48858 or via email to ksmith@uniontownshipmi.com.

2019 Utility Vehicle (UTV) Minimum Specifications:

Model Year: 2019

Diesel Engine

Max Speed 30 mpg or ability to limit speed with speed limiter

Four-wheel drive

Locking rear differential

Minimum 1,000 lbs Cargo Capacity

Minimum ,1300 lbs Towing Capacity

2" rear hitch receiver

Electric or hydraulic bed lift

Bed Mat

Fully enclosed cab, hard doors, hard roof, hard rear panel

Glass windows

Cab heater/defroster

Cab mounted work lights (front)

Cab mounted beacon

Electric windshield wiper

Fully adjustable v-plow

Hard surface tires

Minimum 3-year warranty (provide warranty information with bid documents)

No bidder may withdraw their bid within 90 days after the actual date of bid opening.

This section must be completed and returned with the bid proposal to verify that the unit proposed meets or exceeds the specifications listed above.

Bobcat UV 34 Diesel 5-24-2019

Specification Verification (name and title)

Date

~~no bed matt~~

no bed matt

warranty 12 month / 1000 hours



Bobcat

Product Quotation

Quotation Number: HMM-15563

Date: 2019-05-15 08:33:26

Customer Name/Address:	Bobcat Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CHARTER TOWNSHIP OF UNION Attn: KIM SMITH 2010 S LINCOLN RD MT PLEASANT, MI 48858	Carleton Equipment Bobcat of Saginaw/Flint, Saginaw 3380 MACK ROAD SAGINAW MI 48601 Phone: (989) 777-6666 Fax: (989) 777-3357	Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description

UV34 Diesel

Engine

- Key Start
- Kubota Diesel
- Liquid Cooled
- Pressurized Oiling system with Spin-on Filter
- Spark Arrestor Exhaust System
- Emissions; Current Tier 4

Drive System

- Variable Speed Drive (Belt CVT)
- Sealed CVT Cover
- Four Wheel Drive - 3 Drive Modes
- Forward Travel, Two Range (H/L)
- Gear Selector P-R-N-L-H
- Integrated In-Transmission Park (P)
- CV Guard, Front
- Shaft Drive with CV Joints
- Brakes - 4-Wheel, Hydraulic Disc with Dual Bore Front Calipers

Suspension & Steering

- Front - Independent, Dual A-Arm
- Rear - Independent, Dual A-Arm
- Adjustable Front and Rear Coil Over Shocks
- Rack & Pinion w/ Electric Power Steering Assist
- Tilt Steering Column

Tires/Wheels

- All Terrain Industrial 8-ply
- Front/Rear, 26x10-12
- Steel Rim 12x6-12

Part No

M1501

Qty

1

Price Ea.

\$13,125.00

Total

\$13,125.00

Electrical

- Headlights, High & Low Beams 2-35 Watts
- LED Tail & Brake Lights
- 2-12 Volt Power Ports
- 140 AMP Alternator
- 575-CCA Battery

Operator Compartment

- Beverage Holder (6)
- 60/40 Split Bench Seats (3 Occupants)
- Under Seat, Glove Box, Upper and Lower Dash Storage
- 3 Seat Belts with 3-Point Restraint, retractable

Instrumentation

- Indicator Lights: Glow Plug, Seat Belt Reminder, High Beam On, Engine Oil Pressure Low, Engine Temp High, Service Power Steering and Service Engine.
- LCD Display: Speedo, Engine Temp, Engine RPM, Voltage, Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.

Cargo Box and Frame

- Composite Cargo Box with Cylinder Lift Assist
- Quick Latch Tailgate with single latch
- Integrated Box Accessory System
- Rear Receiver Hitch - 2 in.
- Full Chassis Skid Plates
- ROPS (Roller Over Protective Structure)

Warranty, 1 year/1,000 hours

Dealer Installed Rear Panel, Glass Roof, Sport

Description

Premium Doors

Heather Deluxe Diesel Kit

Electric Wipers

Electric Lift Box

Hard Tire - Front

Hard Tire - Rear

Electrical Strobe Light

Dealer Installed and ordered V-Blade

Electrical Work Lights

7227938

1

\$411.32

\$411.32

7340670

1

\$348.32

\$348.32

Part No

Qty

Price Ea.

Total

7360116

1

\$2,650.99

\$2,650.99

7368504

1

\$901.32

\$901.32

7360136

1

\$520.99

\$520.99

7360318

1

\$699.99

\$699.99

7027144

2

\$119.99

\$239.98

7027145

2

\$124.99

\$249.98

1

\$500.00

\$500.00

1

\$3,800.00

\$3,800.00

1

\$400.00

\$400.00

Total of Items Quoted	\$23,847.89
Dealer Assembly Charges	\$775.00
Quote Total - US dollars	\$24,622.89

Notes:

***Prices off Michigan State Contract# 071B7700088. Contract Period: 01/13/17 THROUGH 01/12/21**

***MUST Be a Member of the MI Deal State Coop**

***Terms Net 30 Days. Credit cards accepted.**

***FOB: Destination within the 48 Contiguous States.**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





Bobcat



NEW BOBCAT UTILITY VEHICLES

INTRODUCING THE NEW BOBCAT UV34 DIESEL AND UV34XL DIESEL UTILITY VEHICLES

An uncompromising focus on hard work inspires the latest generation of Bobcat® utility vehicles. The Model Year 2019 UV34 and UV34XL set new standards for working vehicles, from performance to incredible durability and ease of use.

PROVEN ENGINE DURABILITY

The Bobcat UV34 and UV34XL diesel models use the same engine found in our reliable mini track loaders. Its flat horsepower and torque curve deliver excellent work performance and low maintenance demands.

CLEAN AIR INTAKE

An all-new intake design cools with the cleanest possible air in work environments.

NEW CHASSIS

Experience a new chassis that is more rigid, stronger for better work performance and has more durability and increased towing capacity. It also offers higher ground clearance.

INDEPENDENT FRONT AND REAR SUSPENSION WITH SWAY BAR

It improves work performance without sacrificing comfort.

NEW INTERIOR, NEW CAB SYSTEM

The new interior and new cab system offer more creature comforts and more intuitive operation. Convenient customization allows for a wide range of accessories and configuration options.

COMMON TIRES AND WHEELS

Save time when replacement tires are needed. A uniform rim size allows interchangeability and more uptime.

35-MPH TOP SPEED

CARGO BOX
CAPACITY **1,250**

VEHICLE
CAPACITY **1,900¹**

TOWING
CAPACITY **2,500**

¹Depending on model



Specifications



Vehicle	UV34	UV34XL
Engine		
Engine Model	Diesel	Diesel
Engine Cooling	Liquid	Liquid
Emissions Tier (EPA)	Tier 4	Tier 4
Engine Fuel	Diesel	Diesel
Horsepower	23.5 hp (17.5 kW)	23.5 hp (17.5 kW)
Displacement	899 cubic cm	899 cubic cm
Performance		
Operating Weight	1935 lb. (878 kg)	2165 lb. (977 kg)
Travel Speed (Max) - High	35 mph (56 km/hr.)	35 mph (56 km/hr.)
Travel Speed - Low	16 mph (25 km/hr.)	16 mph (25 km/hr.)
Travel Speed - Reverse	16 mph (25 km/hr.)	16 mph (25 km/hr.)
Capacities		
Fuel Tank	11.5 gal. (43.5 L)	11.5 gal. (43.5 L)
Cargo Box Length	43.5 in. (1105 mm)	43.5 in. (1105 mm)
Cargo Box Width	54 in. (1372 mm)	54 in. (1372 mm)
Cargo Box Bed Load Capacity	1250 lb. (567 kg)	1250 lb. (567 kg)
Cargo Box Height	11.5 in. (292 mm)	11.5 in. (292 mm)
Cargo Box Bed Load Height	38 in. (965 mm)	38 in. (965 mm)
Total Vehicle Rated Capacity	1900 lb. (882 kg)	2075 lb. (941 kg)
Dimensions		
Length	123 in. (3124 mm)	155 in. (3937 mm)
Width	62 in. (1575 mm)	62 in. (1575 mm)
Height	76 in. (1930 mm)	76 in. (1930 mm)
Ground Clearance	11.7 in. (296 mm)	11.7 in. (296 mm)
Turning Radius	9.2 ft. (2804 mm)	12.8 ft. (3901 mm)
Features		
Under-Seat Storage	Std	Std
Seat Belt	3-point, retractable	3-point, retractable
Power Steering	Std	Std
ROPS Approval	Std	Std
Brush Guard	Opt	Opt
Hour Meter	Std	Std
Speedometer	Std	Std
Tilt Steering Wheel	Std	Std
Bed Lift	Manual	Manual
Frame Type	Steel	Steel
Receiver Hitch	2'	2'
Front Suspension	Independent	Independent
Rear Suspension	Independent	Independent
Headlights	Std	Std
Drive System		
Transmission Type	P-R-N-L-H	P-R-N-L-H
Traction Type	4x4	4x4
4WD Selection	Switch	Switch
Differential Lock	Switch	Switch

Certain specifications are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

NOTE: Where applicable, dimensions are in accordance with ISO standards. Specifications and dimensions are subject to change without notice. Pictures of Bobcat units may show other than standard equipment. All dimensions are given for a loader equipped with standard tires. All dimensions are shown in inches. Rounding metric dimensions is simulated by parentheses. Bobcat Company complies with the requirements of ISO 9001 as registered with BSI.



Bobcat is a Doosan company. Doosan is a global leader in construction equipment, power and water solutions, and infrastructure engineering, proudly serving customers and communities for more than a century. Bobcat, the Bobcat logo and the colors of the Bobcat machine are registered trademarks of Bobcat Company in the United States and various other countries. ©2019 Bobcat Company. All rights reserved.



B-1992 (04/19)

Bobcat Company
250 E Beaton Dr. • West Fargo, ND 58078
Bobcat.com



Bobcat.

One Tough Animal.



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher Township Manager	DATE: 06/6/2019
FROM: Peter Gallinat Township Planner	DATE FOR BOARD CONSIDERATION: 06/12/2019
ACTION REQUESTED: Move to approve SUB 2019-01 Preliminary Plat Review. Amending Plat of Village of Isabella City located at on River Rd. S.	

Current Action _____ Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

Recently the Township was named as a defendant in a petition for abandonment of certain roads located within the Village of Isabella City Plat located on River Rd. Part of this court case involved a court ordered amended new Plat for the Village of Isabella City Platt. Typically, the Township would have more authority in the planning of a Plat or the amending of an existing Plat. Due to the amendment being ordered by the Court the Township's role is simply compare what was ordered to what is presented and approve.

On May 21, 2019 the Township Planning Commission conducted a preliminary plat review for SUB 2019-01. After careful deliberation the Planning Commission was satisfied with the preliminary plat and moved to approve the preliminary plat. The plat will later come back to the Planning Commission for a final review and approval. The plat will then return to the Board of Trustees for a final review and approval as well before the plat is sent to the State of Michigan for approval.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The Planning Commission reviewed and approved SUB 2019-01 Preliminary Plat at the May 21, 20-19 Planning Commission meeting.

PROJECT IMPROVEMENTS

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

1. Commerce

COSTS

N/A

PROJECT TIME TABLE

Approving a plat requires 4 meetings. First there is a preliminary plat review held at the Planning Commission and then a preliminary plat review held at the Board of Trustees. Following these preliminary reviews, the applicant returns to both the Planning Commission and the Board of Trustees for a final plat review and approval.

RESOLUTION

Authorization is hereby given to approve SUB 2019-01 Preliminary Plat Amended Plat of Village of Isabella City. Four Hacks LLC located at River Rd.

Resolved
by _____

Seconded
by _____

Yes:

No:

Absent:



SUBDIVISION / SITE CONDO CHECKLIST
CHARTER TOWNSHIP OF UNION
 Authority: Ordinance 1994-06, Subdivision of Land
 Zoning Ordinance 1991-05

File # _____, Subdivision Name Amended Plat of Village of Isabella City

Engineering / Surveying Firm Central Michigan Surveying & Development Co. Inc., Phone # 989-775-0756

Contact Name Timothy Bebee

Address 2257 E. Broomfield Road, Mt. Pleasant, MI 48858

Email tbebec@cms-d.com FAX _____

Property owner / developer Four Hack LLC, Phone # 989-775-3891

Address 1425 South Mission, Mt. Pleasant, MI 48858

Email jstark9@gmail.com FAX _____

Zoning District R-2A, MINIMUMS: Lot Width 100 ft, Lot Area 14,000 sq. ft.

Side Yard 10, Front Yard 5, Rear Yard 35

Development options (cluster / open space, private roads, PUD, Site Condo / plat, etc.)

Amended Subdivision Plat

<input checked="" type="checkbox"/>	Preliminary Review	\$ 200.00	Receipt #
<input type="checkbox"/>	Final Review	\$ 200.00	Receipt #

The following section outlines the submittal sequence and preliminary review considerations for subdivisions and site condominiums.

✓	Section	Description	Comment
	201.003	Preliminary Plat	
✓	3.01	File Preliminary plan with Clerk	Submit to Zoning Administrator who will give plan to Clerk
	3.01.A	Scale < 200' / Inch	
	3.01.B	Show platted / Dedicated streets in area	
	3.01.C	North Arrow and Date, Revisions	
	3.01.D	Dimension Lots, Out lots and parks	
	3.01.E	Location, Size, Inverts for Sewer, Storm and Water, Existing and proposed	
	3.01.F	Lot Numbers- Sequential, no gaps or duplicates	
	3.01.G	No Block numbers or letters	
	3.01.H	Road Plan (see also Private Road Ordinance)	
	3.01.I	Written statement of Intent for installation of Roads and Utilities	
	3.01.J	Show any future phases	

√	Section	Description	Comment
	201.302	Preliminary approval by Planning Commission and Board	
	3.02.A	Planning Commission Review	List Conditions, Changes and Comments
	3.02.B	Township Board accepts review	List Conditions, Changes and Comments
	201.303	Final Plat Specs The developer shall revise the preliminary plan and Submit to Clerk	Note: Submission to clerk made through the township Zoning Administrator
	3.03.A	Statement by twp engineer that proposed water, sanitary and stormwater on preliminary are feasible and adequate.	Note: Submit through Townships Utility Coordinator. Maybe submitted concurrently with preliminary plan review by Planning Commission.
	3.03.B&C	Financial assurance for Water and Sewer	Cash Deposit, Letter of Credit, Bond or other such assurance
	3.03.D	Plat Restrictions, if any.	Note: Township does not enforce these
	201.004	Final Plat Approval	
	4.01.A	Final Platt has been submitted	
	4.01.B	Engineer has checked and approved plans	
	4.01.C	Subdivider has installed all improvements, or provided assurances per ordinance.	
	4.02	Planning Commission Reviews and makes approval with any final changes or restrictions.	
	4.03	Action by Township Board	
	4.03.A	Disapproval	
		a. Note all reasons to Planning Commission and Developer in writing	
		b. Resubmit\with changes addressing disapprovals to Planning Commission.	
	4.03.B	Approval, upon approval of final plat, Clerk to forward plat and restrictions to County Clerk	

The following section details specific requirements of a Platted Subdivision or Site Condominium.

✓	Section #	Description	Comments
	201.005	General Specifications and Design Standards	
	5.01	Streets and Alleys	
	5.01.A.	Location and Arrangement	
	a	Continue existing streets into Plat	
	b	Take new streets to edge for future	
	c	Show contours	
	d	Where ½ street is dedicated on adjoining plat, other ½ must be platted	
	5.01.B	Right of Way widths shown	For Public road, see Isabella County Road Commission Standards, For private see Union Township Private Road Ordinance.
	a	Roads – 66ft	
	b	Alleys and Service Drives – 40 ft	
	c	Walkways – 10 ft	
	d	Cul-de-Sacs	Meet requirements of ICRC Standards.
	5.01.C	Alleys not acceptable unless specifically required by Planning Commission	
	5.01.D	Street Names are Unique in Isabella County and have been approved by Isabella County. Apply directly to Isabella County (989) 772-0911, ext 227.	Applicant is advised to check with both County Road Commission and County Inspections, Union Twp does not assign road names and assumes the developer has properly named roads prior to final approval.
	5.02	Blocks	
	5.02.A	Length – 1320 Ft Max	
	5.02.B	Easements- Blocks >559 Ft may require utility easements mid-way	
	5.02.C	Intersection of subdivision and major streets held to minimum.	
	5.03	Lots	
	5.03.A	Accessible to Public Street	
	5.03.B	Side lot lines perpendicular or radial to street	
	5.03.C	Corporate Boundaries – May not go through a lot, Maybe lot line of Center line of street or alley	
	5.03.D	Conform to zone district for width and area.	
	5.03.E	Corner Lots shall be given front yard setbacks towards all roads, adequate	
	5.03.F	Restrict Lots from accessing from Arterial streets by covenant	
	5.03.G	Splits - Not applicable to new plat	Requires conformance to Ord 1991-11

✓	Section	Description	Comment
	5.04	General Requirements	
	5.04.A	Variances granted by Planning Commission	May grant dimensional, improvement or open space variances due to unusual physical conditions or new planning techniques.
State variance and reasons:			
	5.04.B	Dedicated Ingress and Egress	Provide MDOT or ICRC letter of approval for entrance design.
	5.04.C	Adequate water or sewer disposal	If non twp, requires Central Mich Health Dept approval
	5.04.D	Other stipulations	To conform to Subdivision Control act or specifications of the Board.
	201.006	Road and Street Improvements	
	6.01	Installation	
	6.01.A	Conformance to ICRC or Union Twp Private Road Standards	
	6.01.B	Culverts and Bridges	All to be developer installed
	6.01.C	Sanitary sewer lines	Installed by developer by way of easement
	6.01.D	Water lines	Installed by developer by way of easement
	6.01.E	Storm sewer	Approved by Drain Commissioner per Union Township Stormwater Management Ordinance.
	6.01.F	Utility Easement, 10' per lot	
	6.01.G	Rear lot Storm drainage	
	6.01.H	Sidewalks, optional, meet ADA, developer installed, easements and maintenance by association required	
	6.01.I	Replacement of all monuments disturbed by developer req w/ permission	
	6.02	Financing	
	6.02.A	Water and Sewer Mains	
	a	Deposit for Water Mains	
	b	Deposit for Sanitary Sewer	
	c	Added Costs – If design requires larger than 8" water or sewer, additional cost by twp	
	d	Utilities begun after deposit	
	e	Final accounting of funds	
	f	Assessment district maybe petitioned for.	
	6.02.B	Pavements and storm drains	
	a	Under Jurisdiction of County	Per ICRC and Drain Commissioner
	b	Under Township jurisdiction	Similar arraignments as for sewers and water mains.

The following applies only to Site Condominiums
See Union Township Zoning Ordinance 1991-05

√	Section #	Description	Comments
	8.33.A.1	Site plan per Sect 66 of Condo Act	
	8.33.A.3	Documents of review from ICRC, County Drain Commissioner, Health Department if private septic or water, MDNR (MDEQ)	
	8.33.B	Conforms to zoning district lots	
	8.33.D	Submit copy of recorded master deed to Twp Clerk, review for:	
	•	Township not responsible for maintenance	
	•	Snow removal provided for	
	•	Access and turn around for Emergency vehicles	
	•	Storm water maintenance	
	•	Drain easements & Maintenance	
	•	Lawn maintenance	
	•	General maintenance of common areas	
	8.33.E	Provide township clerk with (2) "as-build's drawings	
		Township Engineer to review for compliance prior to issuance of any Building Permit	
	12.1.F	Site Condominiums subject to site plan review requirements of section 12 in addition to other requirements.	Only items not addressed above are included here in
	12.2.B	Corner lots to have building setback lines shown	
	12.2.C	Location of all and existing:	
	•	Drives	
	•	Signs, location and elevation plan	
	•	Exterior Lighting	
	•	Parking areas, including handicapped	
	12.2.E	Stormwater Management Plan Approval	
	12.2.H	If Dumpsters provided, screened	
	12.2.I	Location and right of way widths of all abutting roads, streets, alleys and easements	
	12.2.K	Location sketch, include section number and nearest cross streets	
	12.2.L	Zoning of all abutting properties	
	12.2.M	Location height and type of fences and walls	
	12.2..M	Location and description of landscaping	

Received
ISABELLA COUNTY, MI
04-25-2019 07:59 am

**STATE OF MICHIGAN
IN THE ISABELLA COUNTY TRIAL COURT**

FOUR HACKS, LLC,
a Michigan Limited Liability Company,

Plaintiff,

v

UNION TOWNSHIP, a Michigan Township;
ROBERT WILLOUGHBY, Isabella County Drain
Commissioner; JOHN GRAHAM, Chairperson
Board of Isabella County Road Commission;
SHELLY EDGERTON, Director, Michigan Department
of Licensing & Regulatory Affairs, f/k/a Michigan
Department of Energy, Labor & Economic Growth;
KIRK T. STEUDLE, Director, Michigan Department
of Transportation; KEITH CREAGH, Director,
Michigan Department of Natural Resources;
CONSUMERS ENERGY COMPANY, a/k/a
CONSUMERS POWER COMPANY, a Michigan
Corporation; DTE GAS COMPANY, a/k/a
MICHIGAN CONSOLIDATED GAS COMPANY,
a Michigan Corporation; MEMORIAL GARDENS OF
MT. PLEASANT, a MICHIGAN CORPORATION;
KATHY WOODBURY, an unmarried woman, a/k/a
KATHY POSCHEN; ALVIE HAYNES AND HEATHER
HAYNES, husband and wife; CHEMICAL BANK
AND TRUST COMPANY, a Michigan Corporation;
MICHIGAN LAND BANK FAST TRACK AUTHORITY;
LYLE B. KELLER; KTE PROPERTIES LLC, a Michigan
Limited Liability Company; ISABELLA BANK, a Michigan
Banking Corporation; ROBERT PAUL, SR. AND
NIVIA L. PAUL, husband and wife; CSC DEVELOPMENT,
LLC, a Michigan Limited Liability Company; CHRISTINA
L. DART; JOHN E WEJROWSKI, a single man; LARRY
LINN PIERSON AND MARJORIE JO PIERSON, husband
and wife; MERS, a Delaware Corporation; TRANEX
FINANCIAL, INC., a Michigan Corporation; FREEDOM
MORTGAGE CORPORATION; MICHIGAN HOMEOWNER
ASSISTANCE NONPROFIT HOUSING CORPORATION;
JACK L. MCBRIDE, TRUSTEE OF THE JACK L. MCBRIDE
REVOCABLE LIVING TRUST DATED JANUARY
6, 2010; JIM SHA HOLDING, LLC, a Michigan LLC;
RICHARD HAYNES AND JANET HAYNES, husband

201900003107
Filed for Record in
ISABELLA COUNTY, MI
KAREN R. JACKSON
04-25-2019 At 08:05:28 am.
JUDGEMENT 30.00
Liber 1845 Page 22 - 48

201900003107
MHOK
PICK UP

Case No: 18-15217 -CZ
Honorable Paul H. Chamberlain

**JUDGMENT TO
VACATE PART OF
A RECORDED PLAT**

**I CERTIFY THAT THIS IS A CORRECT
AND COMPLETE DOCUMENT FROM THE
ORIGINAL COURT RECORDS NOW
REMAINING IN MY OFFICE**

Minde B. Lux 4-24-19
Minde B. Lux Date
Isabella County Clerk

FILED

APR 24 2019

COUNTY CLERK
ISABELLA COUNTY
MT. PLEASANT, MICH.

and wife; MERCANTILE BANK OF MICHIGAN;
 THE ROSARY; JUDITH A. ALBRECH, a single
 woman; NEW EXECUTIVE MORTGAGE LLC, a
 Michigan LLC; PAMELA L. GRAY, a single woman;
 FIRSTBANK, a Michigan Banking Corporation;
 MICHAEL V. THEUNISSEN AND CHRIS W.
 THEUNISSEN, TRUSTEES OF THE REVOCABLE
 TRUST AGREEMENT FOR WILLIAM VZ
 THEUNISSEN AND DOROTHY V THEUNISSEN
 DATED OCTOBER 23, 1996; ISABELLA COUNTY
 CONDOMINIUM PLAN NO. 23, a/k/a COUNTY
 CLUB EAST CONDOMINIUM;
 JOANNE H CHAPPELL-THEUNISSEN,
 a married woman; FIRSTBANK MORTGAGE
 COMPANY, a Michigan Banking Corporation;
 WILLIAM F. SOWLE, JR. AND WILLIAM F. SOWLE III,
 CO-TRUSTEES UNDER THE MARGARET ANN
 SOWLE FAMILY TRUST; WILLIAM LEMCKE
 AND LOIS A. LEMKE, husband and wife;
 ISABELLA COMMUNITY CREDIT UNION;
 ISABELLA COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 22, a/k/a COUNTY
 CLUB WEST CONDOMINIUM; WALTER R.
 SHCNEIDER, a single man; UNDER PAR INVESTMENT
 GROUP, LLC, a Michigan LLC; MOUNT PLEASANT
 COUNTRY CLUB; GAS REAL ESTATE INVESTMENTS,
 LLC; FRANK E. EPPLER, TRUSTEE OF THE FRANK E.
 EPPLER REVOCABLE LIVING TRUST DATED
 NOVEMBER 5, 2004; H. PAUL DEYOUNG AND
 MARILYN DEYOUNG, husband and wife;
 JULIE B. YOON AND SUNG K. YOON, wife and
 husband; WILLIAM R. COOK AND JONEIL R. COOK,
 husband and wife; STEVEN M. WIECZOREK, TRUSTEE
 OF THE REVOCABLE TRUST AGREEMENT OF
 STEVEN M. WIECZOREK DATED DECEMBER 10,
 2013; JOSEPH E. GALGOCI AND CHARLOTTE R.
 GALGOCI, husband and wife; HERBERT L. WYBNEGA
 AND JUDY WYBENGA, husband and wife; MICHIGAN TOLEDO
 PIPELINE CO.; WOLVERINE PIPELINE COMPANY,
 a Delaware Corporation,

Defendants.

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(248) 642-2515

JUDGMENT TO VACATE PART OF A RECORDED PLAT

At a session of court held in the courthouse in
Isabella County, Michigan, on April 24, 2019
Present: Honorable Paul H. Chamberlain, Chief Trial Judge

This matter has come before the Court on Plaintiff's Motion for Entry of Judgment to vacate portions of streets and alleys in a plat in Union Township, Isabella County, Michigan (Plaintiff's Motion), to document the resolution of this case with this Judgment to Vacate Part Of A Recorded Plat, being portions of Chippeway Street, Isabella Street, and Alley No. 3 in the plat of Map of Isabella City, Union Township, Isabella County, Michigan (the Judgment); certain defendants have answered Plaintiff's complaint; certain other defendants have been defaulted after not appearing in this action (the Defaulting Defendants); certain other defendants have not answered Plaintiff's complaint but had given their consent to the relief requested by Plaintiff (the Consenting Defendants).

Plaintiffs have reduced the portions of Chippeway and Isabella Streets and Alley No. 3 they wish to vacate from what was listed in their original Complaint. All defendants have been given notice of Plaintiff's Motion, and have had the opportunity to appear at the hearing, and the court is otherwise fully advised.

RECITALS

1. Plaintiff is the owner of record of property located within Blocks 2, 3, 4 and 5, and 6, in the plat of the Map of Village of Isabella City, Union Township, Isabella County, Michigan, as shown in **Exhibit A**.
2. On November 6, 2018 this action was filed pursuant to the Land Division Act,

MCL 560.221, et seq., seeking to have the Court vacate portions of Chippeway and Isabella Streets and Alley No. 3 in Plaintiff's portion of the plat of the Map of Isabella City so that Plaintiff could develop its property. No streets or alleys have ever been used or developed in Plaintiff's portion of the Plat

3. During the course of this matter Plaintiff decided to reduce the portions of streets and alleys to be vacated from what was originally proposed in its Complaint. The original proposal is attached as **Exhibit B**. The current proposal is attached as **Exhibit C**. The portions of streets and alleys to be vacated are now entirely within the boundaries of Plaintiff's property so no adjoining properties will be affected by the vacation.
4. Defendant Union Township is the municipality in which the plat of the Map of Isabella City is located and was joined as a defendant in this action as required by MCL 560.224a(1)(a) and (b).
5. Defendant Robert Willoughby is the Drain Commissioner for Isabella County, Michigan, and was joined as a defendant in this action as required by MCL560.224a(1)(d).
6. Defendant John Graham is the Chairperson for the Board of the Isabella County Road Commission and was joined as a defendant in this action as required by MCL 560.224a(1)(d).
7. Defendant Shelly Edgerton is the former Director of the Michigan Department of Licensing and Regulatory Affairs, f/k/a Michigan Department of Energy, Labor and Economic Growth, and was joined as a defendant in this action as required by MCL560.224(1)(c).
8. Defendant Kirk T. Steudle is the former Director of the Michigan Department

- of Transportation and was joined as a defendant in this action as required by MCL 560.224a(1)(f).
9. Defendant Keith Creagh is the former Director of the Michigan Department of Natural Resources and was joined as a defendant in this action as required by MCL 560.224a(1)(f).
 10. Defendant Consumers Energy Company, a/k/a Consumers Power Company, is a Michigan Corporation and was joined as a defendant in this action as required by MCL 560.224a(1)(e).
 11. Defendant DTE Gas Company, a/k/a Michigan Consolidated Gas Company is a Michigan Corporation and was joined as a defendant in this action as required by MCL 560.224a(1)(e).
 12. The remaining Defendants are owners of record title of real property located within 300 feet of the portion of the plat of the Map of Isabella City that is the subject of this complaint and/or are persons of record claiming under those owners. They were joined as defendants in this action as required by MCL 560.224a(1)(a).
 13. Plaintiff represents that all parties have been joined as required by MCL 560.224(a)(1). Plaintiff further represents that service of the complaint was made on all defendants.
 14. At a public meeting held on March 13, 2019 Defendant Union Township approved by a vote of its board of directors to consent to the abandonment of the portions of streets and alleys described herein (as amended), in compliance with MCL 560.226. A copy of the Township's consent will be filed and recorded with the Isabella County Register of Deeds, and a copy of the recorded resolution provided to the Michigan Department of Licensing

and Regulatory Affairs, Office of Land Survey and Remonumentation. A copy of the Amended Petition for Abandonment signed by the Township is attached as **Exhibit D**.

15. At a meeting on March 28, 2019, Defendant Isabella County Road Commission approved the abandonment the portions of streets and alleys described herein (as amended) in accordance with MCL 560.226. A copy of the Resolution of the Isabella County Road Commission approving the Amended Petition for Abandonment, which will be filed with the Register of Deeds, is attached as **Exhibit E**.
16. Plaintiff represents that the following consenting Defendants gave their consent to the relief originally requested by Plaintiff in its complaint. All consents have been filed with this Court.

Union Township (consent to relief as amended)
 Isabella County Road Commission (consent to relief as amended)
 Michigan Department of Transportation
 Michigan Department of Natural Resources
 Michigan Land Bank Fast Track Authority
 Christina L. Dart
 Larry Linn Pierson
 Marjorie Jo Pierson
 Freedom Mortgage Corporation
 Mercantile Bank
 Judith A. Albrech
 Firstbank
 Firstbank Mortgage
 Isabella Community Credit Union
 Gas Real Estate Investments
 Herbert L. Wybenga
 Judy Wybenga
 Wolverine Pipeline Company

17. Plaintiff seeks for this court to enter Judgment against each of the Consenting Defendants.
18. Plaintiff represents that defaults were entered against the following

Defaulting Defendants who failed to appear. and were filed with the Court:

Isabella County Drain Commission
 Memorial Gardens of Mt. Pleasant
 Kathy Woodbury, a/k/a Kathy Poschen
 Alvie Haynes
 Heather Haynes
 Chemical Bank
 Estate of Lyle B. Keller
 KTE Properties, LLC
 Isabella Bank
 Robert Paul, Sr.
 Nivia L. Paul
 CSC Development
 John E. Wejrowski
 MERS (Mortgage Electronic Registration Systems)
 Tranex Financial, Inc.
 Michigan Homeowner Assistance Nonprofit Housing Corporation
 Jack L. McBride, Trustee of the Jack L. McBride Revocable Living Trust
 dated January 6, 2010
 Jim Sha Holding
 Richard Haynes
 Janet Haynes
 The Rosary
 New Executive Mortgage
 Pamela L. Gray
 Michael V. Theunissen and Chris W. Theunissen, Trustees of the Revocable
 Trust Agreement for William Vz. Theunissen and Dorothy V
 Theunissen dated October 23, 1996
 Isabella County Condominium Subdivision Plan No. 23, a/k/a County Club
 East Condominium
 Joanne H. Chappell-Theunissen
 William F. Sowle, Jr. and William F. Sowle III, Co-Trustees under the
 Margaret Ann Sowle Family Trust
 William Lemke
 Isabella County Condominium Subdivision Plan No. 22, a/k/a Country Club
 West Condominium
 Walter R. Schneider
 Under Par Investment Group
 Mount Pleasant Country Club
 Frank E. Epple, Trustee of the Frank E. Epple Revocable Living Trust dated
 November 5, 2004.
 H. Paul DeYoung
 Marilyn DeYoung
 Julie B. Yoon
 Sung K. Yoon
 William R. Cook
 Joneil R. Cook
 Steven M. Wiczorek, Trustee of the Revocable Trust Agreement of Steven

M. Wieczorek dated December 10, 2013
Joseph E. Glogi
Charlotte R. Glogi
Michigan-Toledo Pipeline Company

19. Plaintiff seeks for this court to enter this Judgment against each of the Defaulting Defendants. This Judgment is, as to the Defaulting Defendants, a Default Judgment.
20. During the course of this matter Plaintiff learned Defendant Lois A. Lemke predeceased her husband, Defendant William Lemcke, leaving Mr. Lemcke as the sole owner of the property, which was owned as husband and wife. Defendant Lois A. Lemke therefore is not a necessary party to Plaintiff's Complaint, this Motion, or Plaintiff's proposed Judgment.
21. As to the remaining Defendants, there is no issue of material fact and Plaintiff is entitled to the relief it seeks as a matter of law. Plaintiff seeks for this Court to enter this Judgment against each of the Remaining Defendants.

IT IS ORDERED THAT:

1. The portions of Chippeway and Isabella Streets and Alley No. 3 located in the plat of the Map of Isabella City, Union Township, Isabella County, Michigan, as set forth in **Exhibit C**, are hereby vacated.
2. Title to the above portions of the vacated streets and alleys in its portion of the plat of the Map of Isabella City shall vest in Plaintiff, pursuant to MCL 560.227a(1).
3. Lot 12, Block 3 and the adjoining one half of the vacated portion of Chippeway Street shall be consolidated into a new lot to be identified by the first available consecutive lot number in Block 3 in the plat of the Map of

Isabella City on an amended plat in substantial compliance with the attached **Exhibit F.**

4. Plaintiff's Lots 4-11, Block 3 and the adjoining one halves of the vacated portions of Chippeway and Isabella Streets and the vacated portion of Alley No. 3 in Block 3 shall be consolidated into a new lot to be identified by the second available consecutive lot number in Block 3 in the plat of the Map of Isabella City on an amended plat in substantial compliance with the attached **Exhibit F.**
5. Plaintiff's Lots 1-6, Block 4 and the adjoining one halves of the vacated portions of Chippeway and Isabella Streets shall be consolidated into a new lot to be identified by the first available consecutive lot number in Block 4 in the plat of the Map of Isabella City on an amended plat in substantial compliance with the attached **Exhibit F.**
6. Plaintiff's Lots 1-6, Block 5 and the adjoining one halves of the vacated portions of Chippeway and Isabella Streets shall be consolidated into a new lot to be identified by the first available consecutive lot number in Block 5 in the plat of the Map of Isabella City on an amended plat in substantial compliance with the attached **Exhibit F.**
7. Plaintiff's Lots 7-12, Block 6 and the adjoining one halves of the vacated portions of Chippeway and Isabella Streets shall be consolidated into a new lot to be identified by the first available consecutive lot number in Block 6 in the plat of the Map of Isabella City on an amended plat in substantial compliance with the attached **Exhibit F.**
8. Only lawfully existing recorded easements, including any easements reserved in this Judgment, located within the amended plat for Lots 4-12,

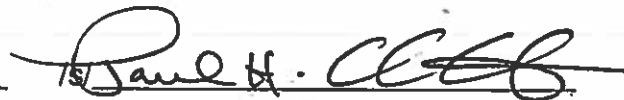
Block 3, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 7-12, Block 6, the vacated portions of Chippeway and Isabella Streets, and the vacated portion of Alley No. 3 in the plat of the Map of Isabella City shall be and are hereby preserved, and the amended plat shall show only lawfully existing recorded easements.

9. Currently existing private easements of record for public utilities over any part of Plaintiff's portion of the plat of the Map of Village of Isabella City are hereby preserved pursuant to MCL 560.226(3). Easement rights notwithstanding, the parties may locate any such access across Plaintiff's property by agreement between the parties, and at Plaintiff's expense.
10. Plaintiff is ordered to make an amended plat for Lots 4 -12, Block 3, Lots 1-6, Block 4, Lots 1- 6, Block 5, Lots 7-12, Block 6, the vacated portions of Chippeway and Isabella Streets, and the vacated portion of Alley No. 3 in the plat of the Map of Isabella City in accordance with all provisions of the Land Division Act and in substantial compliance with the attached **Exhibit F**.
11. **Exhibit F**, attached hereto, is a copy of the Proposed Layout for Amended Plat of the plat of the Map of Isabella City.
12. The newly established lot in the plat of the Map of Village of Isabella City, together with the block numbers shall be used from now on for the legal description for all purposes, including those of assessment, taxation, sale and conveyance in accordance with MCL 560.255.
13. A certified copy of this Judgment shall be recorded by Plaintiff in the office of the Isabella County Register of Deeds within 30 days from the date of entry of this Judgment, as required by MCL 560.228, and a copy of the recorded Judgment shall be provided to the Michigan Department of

Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation along with the submission of the amended plat.

14. Plaintiff shall prepare and file within 90 days of the entry of this Judgment an amended plat for Lots 4-12, Block 3, Lots 1-6, Block 4, Lots 1-6, Block 5, Lots 7-12, Block 6, the vacated portions of Chippeway and Isabella Streets, and the vacated portion of Alley No. 3 in the plat of the Map of Isabella City Union Township, Isabella County, Michigan, for the review and approval of the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation. The amended plat must be consistent with this Judgment, in substantial compliance with the attached **Exhibit F**, and in recordable form, in accordance with the Land Division Act, MCL 560.101 et seq.
15. This Judgment applies to the Consenting Defendants, the Defaulting Defendants, and all remaining Defendants.
16. This resolves the last pending claim in this matter and closes this case.

Dated: April 24, 2019

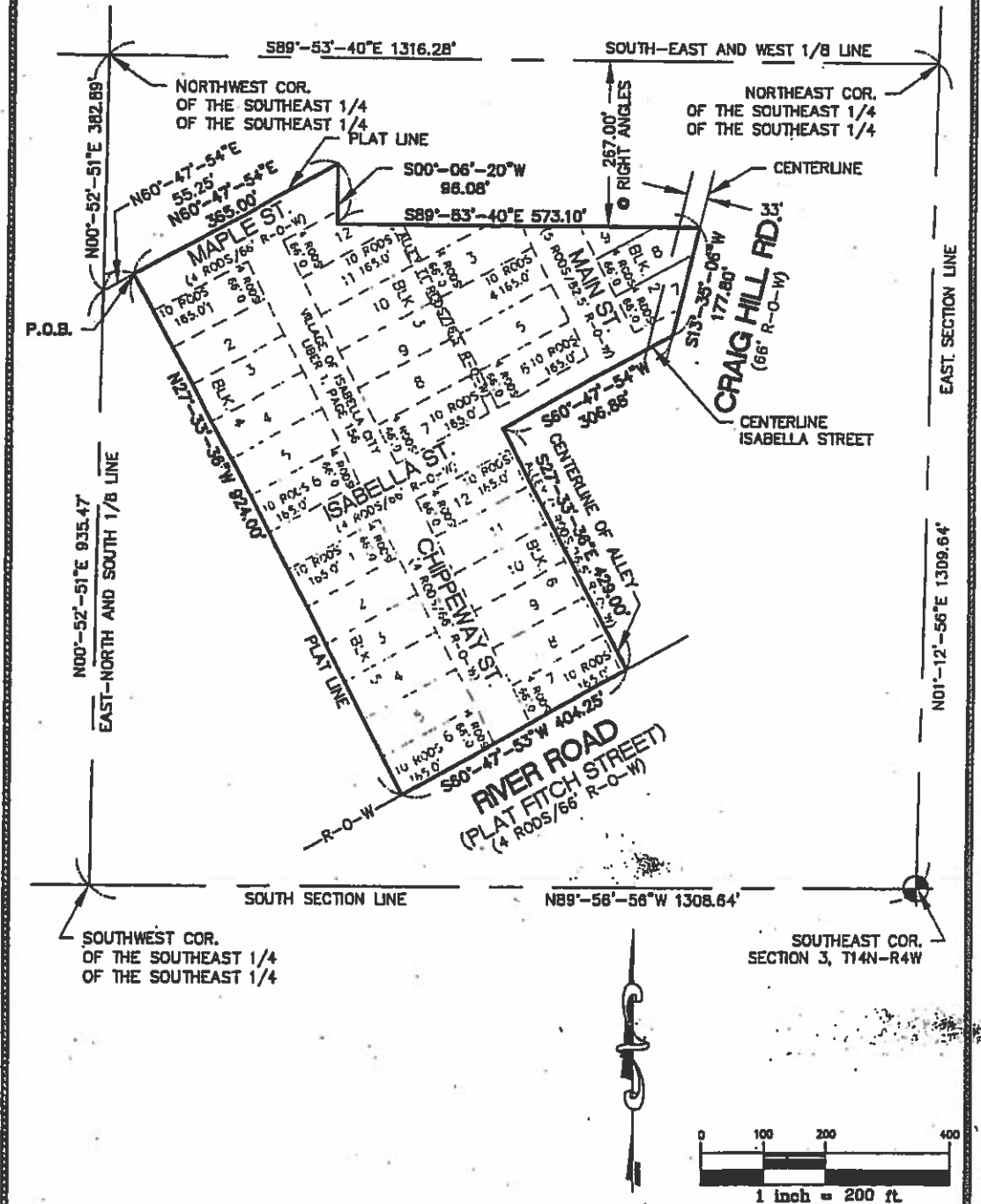


Paul H. Chamberlain, Chief Trial Judge

Drafted By:
Paul A. Blanco (P68712)
Martineau, Hackett, O'Neil & Klaus, PLLC
555 N. Main St.
Mt. Pleasant, MI 48858
(989) 773-9961

SKETCH / DESCRIPTION

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF BLOCKS 2-6 OF THE VILLAGE OF ISABELLA CITY



R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
⊙ - CONCRETE MONUMENT

⬢ - SECTION CORNER
⬢ - 1/8 CORNER



CMS & D

SURVEYING / ENGINEERING

510 W. PICKARD STREET, SUITE C
MT. PLEASANT, MICHIGAN 48858
PHONE: (989) 775-0756
FAX: (989) 775-5012
EMAIL: info@cms-d.com

SCALE:

1" = 200'

SURVEY DATE:

N/A

DATE:

8-21-18

REVISED:

DRAWN BY:

WRE

CHECKED BY:

TELB

JOB NUMBER:

1711-144

SHEET NUMBER

1 OF 2

EXHIBIT

A

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY



- AREAS TO BE VACATED
 - PROPOSED AMENDED PLAT BOUNDARY
 - PROPERTY BOUNDARY 4 HACKS LLC



R - RECORDED
 M - MEASURED
 □ - SET WOOD STAKE

○ - FOUND IRON
 ● - SET IRON
 ⊙ - CONCRETE MONUMENT

⊕ - SECTION CORNER
 ⊕ - 1/8 CORNER



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 PHONE: (989) 775-0758
 FAX: (989) 775-5012
 EMAIL: info@cms-d.com

SCALE:
 1" = 200'
 SURVEY DATE:
 N/A
 DATE:
 10-24-18
 REVISED:
 2-25-19

DRAWN BY:
 WRE
 CHECKED BY:
 TELB
 JOB NUMBER:
 1711-144
 SHEET NUMBER:
 1 OF 2

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY

PART OF CHIPPEWAY STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF CHIPPEWAY STREET FROM THE SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET TO THE NORTH RIGHT OF WAY LINE OF RIVER ROAD, PLATTED AS FITCH STREET.


PART OF ISABELLA STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF ISABELLA STREET FROM THE WEST LINE OF SAID PLAT TO THE EAST LINE OF LOT 7 OF BLOCK 3 AND THE EAST LINE OF LOT 12 OF BLOCK 6 OF SAID PLAT.

ALLEY WITHIN BLOCK 3 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY BOUND ON THE SOUTH BY ISABELLA STREET AND THE NORTH BY THE NORTH LINES OF LOTS 4 & 9 OF BLOCK 3 OF SAID PLAT.

REVISION 3-22-19: CORRECTION IN DESCRIPTION FOR THE VACATION OF ISABELLA STREET

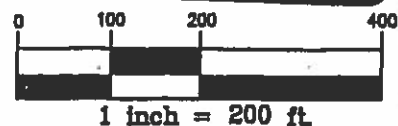
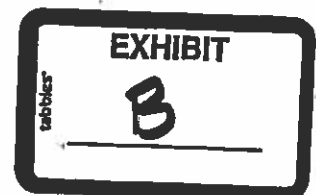
R - RECORDED M - MEASURED □ - SET WOOD STAKE	○ - FOUND IRON ● - SET IRON ⊗ - CONCRETE MONUMENT	⊕ - SECTION CORNER ⊕ - 1/8 CORNER	
 <div style="margin-top: 10px;"> CMS & D SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48856 PHONE: (989) 775-0756 FAX: (989) 775-8012 EMAIL: info@cms-d.com </div>		SCALE: 1" = 200' SURVEY DATE: N/A DATE: 10-24-18 REVISED: 2-25-19	DRAWN BY: JRE CHECKED BY: TELB JOB NUMBER: 1711-144 SHEET NUMBER: 2 OF 2

SKETCH / DESCRIPTION

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.— R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY



- AREAS TO BE VACATED



OR LIB 1845 PG 38

SKETCH / DESCRIPTION

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY

PART OF CHIPPEWAY STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF CHIPPEWAY STREET FROM THE NORTH LINE OF SAID PLAT TO THE NORTH RIGHT OF WAY LINE OF RIVER ROAD, PLATTED AS FITCH STREET.

PART OF ISABELLA STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF ISABELLA STREET FROM THE WEST LINE OF SAID PLAT TO THE WESTERLY RIGHT OF WAY LINE OF CRAIG HILL ROAD, AS CONSTRUCTED.

PART OF MAPLE STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF MAPLE STREET FROM THE WEST LINE OF SAID PLAT TO THE WESTERLY RIGHT OF WAY LINE OF CRAIG HILL ROAD, AS CONSTRUCTED.

PART OF MAIN STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF MAIN STREET FROM THE NORTH LINE OF SAID PLAT TO THE SOUTHERLY RIGHT OF WAY LINE OF ISABELLA STREET.

ALLEY WITHIN BLOCK 3 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY WITHIN BLOCK 3 OF SAID PLAT.

ALLEY WITHIN BLOCK 6 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY WITHIN BLOCK 6 OF SAID PLAT.

ALLEY WITHIN BLOCK 2 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY WITHIN BLOCK 2 OF SAID PLAT FROM THE NORTH LINE OF SAID BLOCK 2 TO THE WESTERLY RIGHT OF WAY LINE OF CRAIG HILL ROAD, AS CONSTRUCTED.

R - RECORDED

M - MEASURED

□ - SET WOOD STAKE

○ - FOUND IRON

● - SET IRON

⊙ - CONCRETE MONUMENT

⊕ - SECTION CORNER

⊕ - 1/8 CORNER



CMS & D
SURVEYING / ENGINEERING

510 W. PICKARD STREET, SUITE C
MT. PLEASANT, MICHIGAN 48858
PHONE: (989) 775-0756
FAX: (989) 775-5012
EMAIL: info@cms-d.com

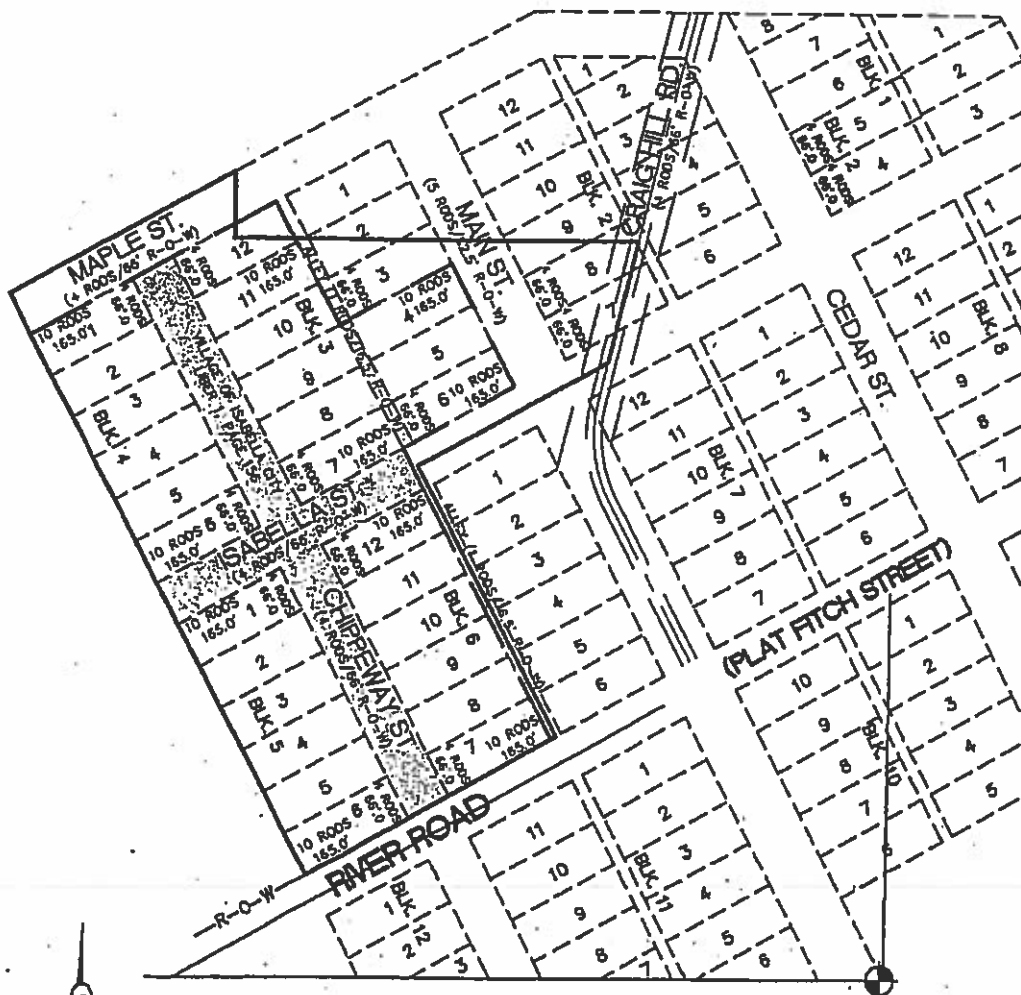
SCALE:
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SURVEY DATE:
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DATE:
10-24-18
REVISED:

DRAWN BY:
WRE
CHECKED BY:
TELB

JOB NUMBER:
1711-144
SHEET NUMBER:
2 OF 2

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY



- AREAS TO BE VACATED
- PROPOSED AMENDED PLAT BOUNDARY
- PROPERTY BOUNDARY 4 HACKS LLC



R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
● - SET IRON
⊙ - CONCRETE MONUMENT

⬢ - SECTION CORNER
⬢ - 1/8 CORNER



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SCALE: 1" = 200'	DRAWN BY: WRE
SURVEY DATE: N/A	CHECKED BY: TELB
DATE: 10-24-18	JOB NUMBER: 1711-144
REVISED: 2-25-19	SHEET NUMBER: 1 OF 2

EXHIBIT

C

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY

PART OF CHIPPEWAY STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF CHIPPEWAY STREET FROM THE SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET TO THE NORTH RIGHT OF WAY LINE OF RIVER ROAD, PLATTED AS FITCH STREET.


PART OF ISABELLA STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF ISABELLA STREET FROM THE WEST LINE OF SAID PLAT TO THE EAST LINE OF LOT 7 OF BLOCK 3 AND THE EAST LINE OF LOT 12 OF BLOCK 8 OF SAID PLAT.

ALLEY WITHIN BLOCK 3 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY BOUND ON THE SOUTH BY ISABELLA STREET AND THE NORTH BY THE NORTH LINES OF LOTS 4 & 9 OF BLOCK 3 OF SAID PLAT.

REVISION 3-22-19: CORRECTION IN DESCRIPTION FOR THE VACATION OF ISABELLA STREET

R - RECORDED M - MEASURED □ - SET WOOD STAKE	○ - FOUND IRON ● - SET IRON ⊗ - CONCRETE MONUMENT	⊕ - SECTION CORNER ⊕ - 1/8 CORNER									
 <div style="margin-top: 10px;"> CMS & D SURVEYING / ENGINEERING 510 W. PICKARD STREET, SUITE C MT. PLEASANT, MICHIGAN 48858 PHONE: (989) 775-0758 FAX: (989) 775-5012 EMAIL: info@cms-d.com </div>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SCALE: 1" = 200'</td> <td style="width: 50%;">DRAWN BY: WRE</td> </tr> <tr> <td>SURVEY DATE: N/A</td> <td>CHECKED BY: TELB</td> </tr> <tr> <td>DATE: 10-24-18</td> <td>JOB NUMBER: 1711-144</td> </tr> <tr> <td>REVISED: 2-25-19</td> <td>SHEET NUMBER: 2 OF 2</td> </tr> </table>		SCALE: 1" = 200'	DRAWN BY: WRE	SURVEY DATE: N/A	CHECKED BY: TELB	DATE: 10-24-18	JOB NUMBER: 1711-144	REVISED: 2-25-19	SHEET NUMBER: 2 OF 2
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DATE: 10-24-18	JOB NUMBER: 1711-144										
REVISED: 2-25-19	SHEET NUMBER: 2 OF 2										

AMENDED

PETITION FOR ABANDONMENT

TO: The Board of County Road Commissioners of the County of Isabella, 2261 E. Remus Rd,
Mt. Pleasant, MI 48858

We, the undersigned six or more, Freeholders of the Township of Union
(number of freeholders)
Isabella County, Michigan: ...

(Petitioners Signatures – must be seven or more)

Example: *Signature*

Printed Name
Street Address
City, State, Zip Code

1 *Thomas R. Gross*
Thomas R. Gross
P.O. Box 548
Mt. Pleasant, MI 48858

2 *Gregory L. Starey*
Gregory L. Starey
724 Main Run
Mt. Pleasant, MI 48858

3 *Kent Vander Loon*
Kent Vander Loon
President Mt. Pleasant Country Club
3086 E. River Road
Mt. Pleasant, MI 48858

4 *Kent Vander Loon*
Kent Vander Loon
1782 Leroy Lane
Mt. Pleasant, MI 48858

5 *Robert J. Long*
Robert J. Long
1645 Shagbark
Mt. Pleasant, MI 48858

6 *William Monroica*
William Monroica
2141 Sable Ct.
Mt. Pleasant, MI 48858

7

8

respectfully petition as follows:

BE IT HEREBY RESOLVED: That the Board of County Road Commissioners of the
County of Isabella shall consider for absolute abandonment and discontinuance, the street or road
generally referred to as

See attached map -- Village of Isabella City Plat

located in Union Township, Isabella County, and State of Michigan.

EXHIBIT

D

PETITION FOR ABANDONMENT

TO: The Board of County Road Commissioners of the County of Isabella, 2261 E. Remus Rd,
Mt. Pleasant, MI 48858

We, the undersigned two or more, Freeholders of the Township of Union
(number of freeholders)

Isabella County, Michigan:

(Petitioners Signatures – must be seven or more)

Example: Signature

Printed Name
Street Address
City, State, Zip Code

1

[Signature]
JAMES C. STARK
2867 BACKTOWN ST.
MT. PLEASANT, MI 48858

5

[Empty signature box]

2

[Signature]
TIMOTHY E. BEBEE
2257 E. Broomfield Road
Mt. Pleasant MI 48858

6

[Empty signature box]

3

[Empty signature box]

7

[Empty signature box]

4

[Empty signature box]

8

[Empty signature box]

respectfully petition as follows:

BE IT HEREBY RESOLVED: That the Board of County Road Commissioners of the
County of Isabella shall consider for absolute abandonment and discontinuance, the street or road
generally referred to as

see attached map -- Village of Isabella City Plat

located in Union Township, Isabella County, and State of Michigan.

PETITION FOR ABANDONMENT

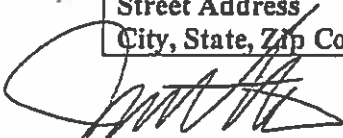
TO: The Board of County Road Commissioners of the County of Isabella, 2261 E. Remus Rd,
Mt. Pleasant, MI 48858

We, the undersigned one or more, Freeholders of the Township of Union
(number of freeholders)
Isabella County, Michigan:

(Petitioners Signatures – must be seven or more)

Example: *Signature*

Printed Name
Street Address
City, State, Zip Code

1 
JAMES R. STANK
FOUR HACKS, LLC
MANAGER, BOX 348, MTPLEASANT
MI 48804

5

2

6

3

7

4

8

respectfully petition as follows:

BE IT HEREBY RESOLVED: That the Board of County Road Commissioners of the
County of Isabella shall consider for absolute abandonment and discontinuance, the street or road
generally referred to as

see attached map -- Village of Isabella City Plat

located in Union Township, Isabella County, and State of Michigan.

BE IT HEREBY FURTHER RESOLVED: That the following is a legal description of that portion of street or road to be considered for absolute abandonment and discontinuance.

Please see legal description attached to map

BE IT HEREBY FURTHER RESOLVED: That we request said portion of Village of Isabella City
(general name)
be considered for absolute abandonment and discontinuance for the following reasons:

Four Hacks, LLC, a Michigan limited liability company and owner
of a portion of the Village of Isabella City Plat as shown on the
attached map wishes to develop its portion of the Plat and needs
the undeveloped roads and alleys in its portion abandoned and
vacated in order to build in its area

BE IT HEREBY FURTHER RESOLVED: That the following is the name and address of
all owners or occupants of the land abutting which said Village of Isabella City Plat
(general street or road name)
or the portion thereof that we desire to be discontinued, passes:

Name	Address	Frontage length of subdivision lot number (if applicable)
1. Mt. Pleasant Country Club	3686 E. River Rd., Mt. Pleasant	48858
2. Four Hacks, LLC, owner of the portion of plat at issue, which does not		
3. yet have a street address. The mailing address of Four Hacks, LLC is		
4. P.O. Box 348, Mt. Pleasant, MI 48804		
5.		
6.		
7.		
8.		

UNION Township

Supervisor: [Signature]
 Clerk: [Signature]
 Treasurer: [Signature]
 Trustee: [Signature]
 Trustee: [Signature]
[Signature]

Dated: 3-13-2019

[Signature]
TIMOTHY E Bebee

On this 28th day of February 2019 before me a Notary Public in and for the County of Isabella, State of Michigan, personally appeared,

Timothy E Bebee who being duly sworn, depose and say that

he is a freeholder of the Township of Union, Isabella County.

Michigan and that to the best of his knowledge, this petition contains a true and correct list of the names and mailing addresses of each parcel of land abutting the street or road, or portion thereof, sought to be absolutely abandoned and discontinued.

[Signature]
 Notary Public, Isabella County, Michigan

My Commission Expires 6/3/19



2261 E. REMUS ROAD, MT. PLEASANT, MI 48858.

CERTIFICATE OF RESOLUTION

MOVED BY: Turnwald SUPPORTED BY: Busch

WHEREAS, this Board has received a petition in accordance with 1909 PA 283, as amended, being MCLA 224.18, for the absolute abandonment and discontinuance of a portion of Chippeway Street and Isabella Street platted streets and the alley within Block 3 within the Plat of the Village of the City of Isabella, Union Township, Isabella County, which is under the jurisdiction and control of this Board; and

WHEREAS, Chippeway Street and Isabella Street were originally dedicated to the public as streets and the alley within Block 3 was originally dedicated as a public alley within the Plat of the Village of the City of Isabella in Union Township; and

WHEREAS, the Board has received the above described petition signed by seven freeholders of Union Township and notice a public hearing was held on March 22, 2019, at which no objections to the abandonment were raised; and

WHEREAS, this Board has considered the necessity and advisability of absolutely abandoning and discontinuing portions of Chippeway Street, Isabella Street and the alley within Block 3 within the Plat of the Village of the City of Isabella pursuant to the petition, and a field inspection was conducted to view the premises described in the petition; and

WHEREAS, in determining the advisability of this abandonment in conformance with the statute, no opposition was registered with respect to the subject petition; and

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby declares and determines that it is in the best interest of the public to absolutely abandon and discontinue the following described public streets and alley:

A PART OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN
AND PART OF THE VILLAGE OF ISABELLA CITY

PART OF CHIPPEWAY STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF CHIPPEWAY STREET FROM THE SOUTH RIGHT-OF-WAY LINE OF MAPLE STREET TO THE NORTH RIGHT OF WAY LINE OF RIVER ROAD, PLATTED AS FITCH STREET.



PART OF ISABELLA STREET TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 4 ROD (66.00 FEET) RIGHT OF WAY OF ISABELLA STREET FROM THE WEST LINE OF SAID PLAT TO THE EAST LINE OF LOT 7 OF BLOCK 3 AND THE EAST LINE OF LOT 12 BLOCK 6 OF SAID PLAT.

ALLEY WITHIN BLOCK 3 TO BE VACATED:

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 3, T.14 N.- R.04 W., UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN, BEING A PART OF THE RECORDED PLAT OF "VILLAGE OF ISABELLA CITY", AS RECORDED IN LIBER 1 OF PLATS, PAGE 156, ISABELLA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS THAT PART OF THE 1 ROD (16.50 FEET) ALLEY RIGHT OF WAY BOUND ON THE SOUTH BY ISABELLA STREET AND THE NORTH BY THE NORTH LINES OF LOTS 4 & 9 OF BLOCK 3 OF SAID PLAT.

IT FURTHER RESOLVED that this Board grants the request for abandonment of the above-described public streets and alley are absolutely abandoned and discontinued, subject to any easements for public utility purposes.

BE IT FURTHER RESOLVED, the Isabella County Road Commission Clerk shall record a certified copy of this resolution in the office of the Isabella County Register of Deeds, and send certified copies to the proper highway authorities and to the Union Township Supervisor and Clerk.

Ayes: Commissioner's Graham, Turnwald, & Busch. Nays: None. Motion carried.

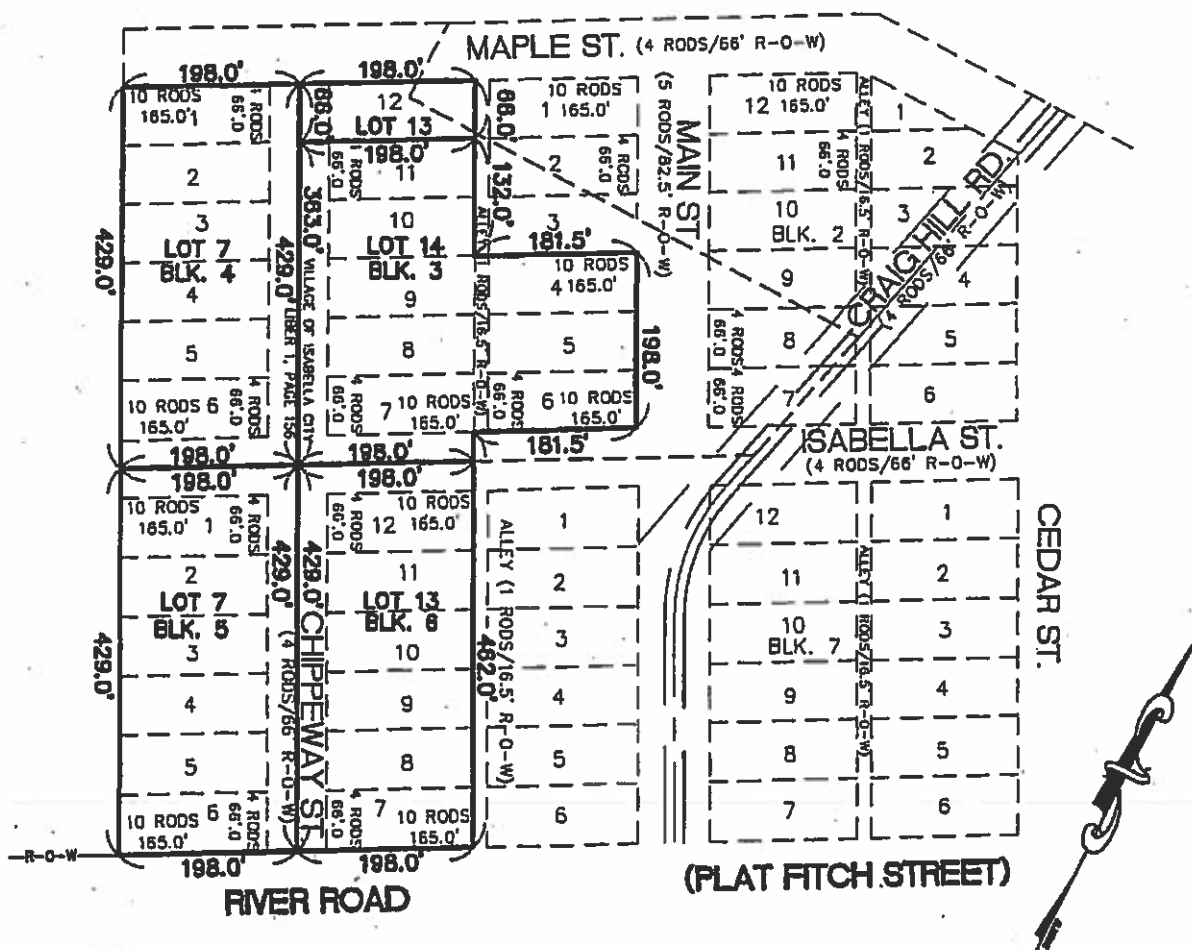
I, Jalene A. Sandel hereby certify the foregoing is a true and accurate copy of the resolution made and adopted at the Regular Board Meeting of the Isabella County Board of Road Commissioners

Held on: March 28, 2019

Signed: Jalene A. Sandel
Secretary to the Board

Dated: March 28, 2019

PROPOSED LAYOUT FOR AMENDED PLAT OF A PART OF BLOCK 3,
BLOCK 4, BLOCK 5 AND A PART OF BLOCK 6 OF THE MAP OF
ISABELLA CITY BEING A PART OF SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4, FRACTIONAL SECTION 3 T.14 N.- R.4 W.,
UNION TOWNSHIP, ISABELLA COUNTY, MICHIGAN



R - RECORDED
M - MEASURED
□ - SET WOOD STAKE

○ - FOUND IRON
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1 OF 1

EXHIBIT

F



REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher Township Manager	DATE: 06/6/2019
FROM: Peter Gallinat Township Planner	DATE FOR BOARD CONSIDERATION: 06/12/2019
ACTION REQUESTED: Move to adopt SUP 2019-03 located at 1982 S. Lincoln Rd a filling station.	

Current Action _____ Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

Currently there is an existing Mitchells Deli located at 1982 E. Remus Rd. The owner of the property is McGuirk Sand and Gravel. This is why this application is a joint application with both parties. Mitchells Deli has a proposed as expansion of their current operation. This expansion involved a Mobil Gas Station being added to the corner of E. Remus and S. Lincoln roads. Mitchells Deli is a permitted use by right in a B-5 (Highway Business District). A gas station or commonly known in the Zoning Ordinance as a Filling station is a permitted special use. This requires a public hearing and approval by the Township Board.

On May 21, 2019 the Township Planning Commission held a public hearing for SUP 2019-03. Following the public hearing the Planning Commission reviewed criteria from section 30 of the Zoning Ordinance and determined the request to comply. After careful deliberation the Planning Commission recommended approval of SUP 2019-03 on the condition that site plan is reviewed and approved in accordance with section 12 of the Zoning Ordinance. A site plan for review and approval has been submitted and is scheduled to be reviewed at the June Planning Commission meeting.

SCOPE OF SERVICES

N/A

JUSTIFICATION

Following a public hearing the Planning Commission reviewed and recommended approval of SUP 2019-03.

PROJECT IMPROVEMENTS

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

1. Commerce

COSTS

N/A

PROJECT TIME TABLE

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

RESOLUTION

Authorization is hereby given to approve 2019-03 on the condition that a site plan is approved by the Township Planning Commission.

Resolved
by _____

Seconded
by _____

Yes:
No:
Absent:

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

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

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

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

- A. Adult Entertainment Activities: (Deleted as Special Use Permit, Ord 2005-03)
- B. Airports, Public or Private, Provided:

- 6) The Site of a Tower shall not serve as a regular place of employment for any employees of the owner or lessee of the Tower.
- 7)..All parking areas shall be located on site and be hard surfaced unless an alternative surfacing material is approved by the Planning Commission.
- 8) Tower structures and communication facilities shall incorporate a color scheme which reduces visual impact.
- 9) The use of guide wires is strictly prohibited. Only monopole towers are allowed.

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

1. They are located only in AG Districts.

H. Country Clubs and Golf Courses, Provided:

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

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

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

6. All lighting shall be shielded from adjacent Districts.

J. Group Day-Care Homes:

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

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

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

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

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

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

K. Hunting Clubs or Gun Clubs, Provided:

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

L. Junk Yards, Provided:

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

APPLICATION FOR A SPECIAL USE PERMIT

I (we) McGuirk Mini Storage, Inc. OWNERS OF PROPERTY AT
See Attached Sheet LEGAL DESCRIPTION AS FOLLOWS:
See Attached Sheet

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

☒ I. Special Use For Special Use request for Filling Station

☐ II. Junk Yard Permit

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

I. Special Use Permit is requested for Special Use request for Filling Station

Give reason why you feel permit should be granted: See Attached Sheet

II. Junk Yard Permit requirements are:

Location of property to be used _____

Zoning of the area involved is B-5

Zoning of the abutting areas B-5 AND R3A

.....

Fees 350.00 Signature of Applicant _____

Date 4/30/19



SPECIAL USE REQUEST FOR FILLING STATION

LEGAL DESCRIPTION OF THE PROPOSED B-5 DEVELOPMENT PARCEL:

LEGAL DESCRIPTION FOR PROPOSED SPECIAL USE:

(See site plan)

Summary of Request

Filling Stations are a Special Use within the B-5 District. The proposed Special Use area is 3.33 acres at the southwest corner of Lincoln and Remus and is zoned B-5. The proposed Special Use is consistent with the existing uses in this location and this zoning district. In fact, there currently is a filling station at the northeast corner of Lincoln and Remus across the intersection from this proposed use, which also is zoned B-5. This use will be a 7000 sq. ft. filling station, convenience store, and deli/eatery operated by Mitchell's Deli. Mitchell's will continue to operate in the existing building while the new building is being constructed. Once occupancy is approved for the new building Mitchell's will move into the new building. The old building will then be demolished. This will allow Mitchell's to continue to operate with the least amount of disruption. The proposed Special Use area is at the southwest corner of Lincoln and Remus. The proposed use will occupy approximately 3.33 acres of 9.54 acre parcel. The project will utilize the existing curb cuts.

Please consider the following:

The following standards are to be utilized in evaluating if the SUP permit should be granted:

1. **The special use shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area.**
 - The focus of the relevant analysis is on whether or not the project is in harmony with surrounding zoned uses. The proposed development sets on the southwest corner of Lincoln and Remus Road (M-20) in a commercial area. The layout of the filling station allows for easy and safe maneuverability within the development and out to Lincoln and Remus. It will also be consistent in design and quality as the existing developments directly to the west. The existing permitted uses of the deli and market are currently in operation. The property surrounding this 3.33-acre area is all zoned B-5. Thus, the Special Use shall be completely consistent with contemplated zoned uses, as well as existing uses.
 - The S.U.P. request is consistent and harmonious with the zoned uses for the property, which is B-5 on the subject property. It is also harmonious with the adjacent B-5 zoned property. Commercial business employees and customers and residential uses in the nearby community are the property uses most likely to need this type of use. The proposed filling station, convenience store, and deli/eatery use in a convenient location.

- The S.U.P. Application is also consistent with the Master Plan as follows:

SEE EXHIBIT A

- Accordingly, the S.U.P. meets the stated goals of harmony with planned future use of this area, as reflected in the Zoning Ordinance and the Master Plan.

2. The special use shall not change the essential character of the surrounding area.

- As stated above, the applicable analysis here is to compare the proposed use with the character of the surrounding area as contemplated in the Zoning Ordinance and Master Plan and not to compare the application to the current vacant condition. The surrounding use is mixed commercial and includes filling stations.
- The S.U.P. is completely consistent with the community's expectations as reflected in the Master Plan for the following reasons:
 1. The S.U.P. request is consistent and harmonious with the zoned uses for the property which are B5. Commercial and residential are the property uses most likely to need this this type of filling station, convenience store, and deli/eatery and this places that use in a convenient location.
 2. The property is identified in the Master Plan as one of the corridors for commercial/light industrial growth and this use fulfills that plan. See Exhibit A.
 3. Accordingly, the S.U.P. meets the stated goals of achieving harmony with planned future use of this area as reflected in the Zoning Code and the Master Plan.

The type of business and use which is being proposed is consistent with others along Remus (M-20). It should be noted that there is another filling station at the northeast corner of Remus and Lincoln. That parcel is also zoned B-5.

3. The special use shall not interfere with the general enjoyment of adjacent property.

- The adjacent properties are zoned B-5.
- Enjoyment of adjacent property will not be affected for the following reasons:
 1. Applicant owns the property on two sides of the SUP area.
 2. Property is zoned B-5 on the other two sides of the property.
 3. The project site will be developed in a tasteful manner and will provided desired services to the community.
 4. The project will not require any new curb cuts.
- 4. **The special use shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes, or glare.**
 - The proposed special use:

1. Will utilize the existing curb cuts.
 2. Will utilize all necessary regulatory precautions to handle fuel services.
 3. Will acquire all necessary regulatory permitting to operate a its fuel services in a safe manner.
 4. Will utilize all applicable industry standards and zoning standards for traffic flow, noise, smoke, odor, fumes or glare.
5. **The special use shall be adequately served by essential public facilities and services; or it shall be demonstrated that the person responsible for the proposed special use shall be able to continually provide adequate services and facilities deemed essential to the special use under consideration. These facilities or services shall be approved by the Central Michigan District Health Department.**
- This special use is served by all necessary public and private utilities and services.
 - The proposed use will contribute significantly to the Township's operational cost for public utilities.
 - Further, the proposed development will be extending Public Water and its own Private Storm Sewer Services. Fire Flows were completed in the original S.U.P application by the Township DPW in conjunction with the Mt. Pleasant Fire Department on the Water System to assure that there is adequate flow and pressure for the system. The newly installed County Drain along Lincoln Road also has capacity for the proposed private storm sewer system.
6. **When deemed necessary by the Township Board or Planning Commission, the use shall be adequately screened by distance and landscaping to protect the rights of all adjoining property.**
- This concern has been addressed by the landscaping proposed for the project.
 - All adjacent property is zoned B-5 and is bordered by M-20 to the north, and Lincoln to the East.
 - Property to west and south is owned by the Applicant.
7. **The Township Board or Planning Commission, in connection with approval of any application, may require reasonable undertaking by the applicant to guarantee and assure by agreement, including a performance bond to be posted by the applicant or by some other reasonable surety arrangement at appropriate stages of the planned development, that the development will be executed in accordance with the approved plan.**
- The proposed filling station, convenience store, and deli/eatery, if approved will be constructed in compliance with the approved plans in one phase. The township has the ability to withhold

final occupancy through construction permitting and other mechanisms should this not occur. Thus, no bond should be required.

- All adjacent property is zoned B-5 and is bordered by M-20 to the north, and Remus to the East.
- Property to west and south is owned by the Applicant.

8. That such use will be an asset to the Township.

- The proposed filling station, convenience store, and deli/eatery constitutes a significant addition to the Applicant's previous multi-million-dollar investment into the community. The renderings show that the development will be an asset to the community and the surrounding area and is consistent in appearance and quality to the existing uses. This is a desired use for this community, based on the current demand, including the existing deli/eatery.
- This use will be an outstanding asset because:
 1. The project fulfills a public need for well-managed, aesthetically pleasing filling station, convenience store, and deli/eatery.
 2. The demand for such uses will only continue to grow as the surrounding uses and those contemplated for the area continue to expand. This use will address growing need in a proximal location.
 3. Tax base will be significantly increased.
 4. The project will provide additional use and funding base for other public services.

ADDITIONAL CONDITIONS SPECIFIC TO FILLING STATION

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

- 1. They are only located in AG, B-4, B-5, B-6, or B-7 Districts.**
 - Clearly this use is contemplated for the B-5 District in which it sits.
- 2. The curb cuts for access to a filling station shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be no less than twenty-five (25) feet from a street intersection (measured from the road right-of-way) or from adjacent residential Districts.**

The project will use existing curb cuts.

- 3. The minimum lot area shall be fifteen thousand (15,000) square feet and so arranged that ample space is available for motor vehicles that are required to wait. Filling stations that are intended solely for the sale of gasoline, oil, and minor accessories; having no facilities for repair or servicing of automobiles (including lubricating facilities); may be permitted on lots meeting the minimum lot area requirements of the District they are located in.**

The proposed use is on a 3.33-acre parcel of land and meets the additional site plan requirement.

4. No principal or accessory building shall be closer than fifty (50) feet from any abutting residentially zoned boundary line or in any event within one hundred (100) feet of any existing residential dwellings located on abutting property.

This criterion is also met, see site plan.

5. Driveways and parking areas as specified in Section 30.4.B.2U.

This criterion is also met, see site plan.

6. All lighting shall be shielded from adjacent Districts.

This criterion will also be met, (see site plan).

10.2 NUMBER OF OFF-STREET PARKING SPACES REQUIRED

15. Filling Stations: One (1) per employee plus two (2) per service stall

- The proposed use includes 40 parking spaces, plus 4 handicap spaces, exceeding this requirement.

23.4 REQUIRED CONDITIONS B-5

A. Barrier: All development shall be physically separated from the local road by a curb and/or planting strip or other suitable barrier. Such barrier shall effectively eliminate un-channeled vehicle ingress or egress, except for unauthorized access ways.

- The site plan if approved by the Planning Commission shows that this criterion is satisfied.

B. Access Ways: Each separate use, grouping of buildings or grouping of uses as part of a single planned development, shall have at least two (2) access ways from a local road. Such access way shall not be located closer than eighty (80) feet to the point of an intersecting roadway of the local road centerline.

- The site plan if approved by the Planning Commission shows that this criterion is satisfied.

C. Review of Plans: Site plans for the highway service facilities shall be submitted to and shall be reviewed and approved by the Planning Commission, with respect to the above required conditions, and such other site related problems as it deems necessary to assure maximum traffic safety and to assure maximum protection to abutting properties.

- The site plan if approved by the Planning Commission shows that this criterion is satisfied.

D. All outdoor storage shall be in the rear yard and shall be completely screened with an obscuring wall or fence, not less than five (5) feet high, or with a chain link type fence. Greenbelt planting may be required so as to obscure all view from an adjacent residential or business District or from a public street.

- The site plan if approved by the Planning Commission shows that this criterion is satisfied.

E. See Section 29 for lot area, side yards, front yards, rear yards, etc.

No principal or accessory building shall be closer than forty (40) feet to the property line of any residential use or District. A planted landscape area of at least ten (10) feet in width, meeting the screening standards specified in Section 8.31, shall be provided in the required setback.

SECTION 29 SCHEDULES OF LOT, YARD, AND AREA REQUIREMENTS FOR B-5

Minimum Lot Frontage, Lot	100
Width (Feet)	
Minimum Lot Area (Square Feet)	16,000
Maximum Building Height (Feet)	35
Minimum Front Yard Setback (Feet)	50 (A,B)
Minimum Side Yard Setback (Feet)	20 (B)
Minimum Rear Yard Setback (Feet)	25 (A,B)
Maximum Lot Coverage (By All Buildings)	30%

Off-street parking shall be permitted to occupy a portion of the required front yard, provided that there shall be maintained a minimum unobstructed and landscaped setback of ten (10) feet between the nearest point of the off street parking areas, exclusive of access driveways and the nearest right-of-way line as indicated on the Major Thoroughfare Plan.

A lot in the B-4 and B-5 District will provide a side and rear yard of at least forty (40) feet when abutting a residential District.

- The site plan if approved by the Planning Commission shows that this criterion is satisfied.

Exhibit A

Compliance with the Master Plan

Plan Goals and Objectives

The proposed expansion of the filling station facility meets the goals and plan guidelines of the Charter Township of Union's Master Plan. Specifically, it meets the Plan Goals and Objectives as discussed on page 7 of the Master Plan.

Goal 1: Preserve and protect key natural and agricultural resources

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

The current development utilizes the uses that are in place along the M-20 corridor. The proposed project provides a needed service with very little demand of the current utility capacity.

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

This proposed use utilizes existing B-5 zoned property and does not utilize agricultural zoned lands.

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

The proposed use will utilize the current access management plan developed for the southwest corner of the Lincoln and Remus intersection.

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

3.2. Continue to encourage quality office and commercial development and redevelopment along corridors.

The current use and zoning is commercial in nature and the proposed use does nothing to change that. The development is also a continuation of such commercial development along a recognized corridor.

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.

The current development has mixed uses including office, commercial and self-storage. It meets the current zoning requirements. The proposed use is in an area contiguous to that development that is identified in the Master Plan for future use as Commercial/Light Industrial. This expansion will fulfill the master plan and encourage future compatible development and together will help foster more employment opportunities within the current and expected future infrastructure.

Future Land use Guidelines

The proposed use also fulfills many of the factors necessary to meet the guidelines for future land use planning as provided for in the Master Plan. The Master Plan provides that:

“Zoning decisions should 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.”

The following factors are to be considered and for the following reason the proposed expansion meets the spirit of these factors:

- Existing land use - Wholesale changes to the existing land use pattern will be avoided by this proposal. The locations of most existing commercial and industrial developments are appropriate, and the community land use patterns have evolved around these existing land uses.

The current development includes mixed commercial uses in the adjacent B-5 zoning district. The expansion will utilize the same zoning district and will add to the mix of commercial 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.

The future land use is for Commercial/Light Industrial and contemplates the current zoning, B-5, as compatible. See page 45 of the Master Plan.

- 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.

Again, the future land use is for Commercial/Light Industrial and contemplates the current zoning, B-5, as compatible. See page 45 of the Master Plan.

- 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.

The current use and proposed use will utilize the same access points that are currently provided for. The proposed use provides tax revenue without utilizing hardly any water or other utility infrastructure or capacity. The location of the development is currently and, as identified in the Master Plan, planned for such use. In no small part is that true because of the existence of a state highway and quality local road.

Future Land Use Planning Principles

The following Future land use principles as outlined by the Master Plan are identifiable as part of this project.

- Continue to sustain the overall residential and rural character of the township.

The project does not consume residential or rural zoned land. It utilizes an identified commercial corridor.

- Provide an attractive business environment and opportunities for businesses to expand the economic diversity of Union Township and contribute to the overall economic strength.

The proposed development only enhances the current investment and mixed use on the overall development property owned or affiliated with the applicant. It is a continuation of the applicant's desire to provide a service that is needed throughout the entire community, further contributing to its overall economic strength.

- Ensure the transition from one use or grouping of uses to another is compatible with surrounding uses through screening and buffering.

The proposed project will utilize all required screening and buffering.

- 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.

The proposed use does exactly that.

AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

CHARTER TOWNSHIP OF UNION
2010 S Lincoln

Mount Pleasant, MI 48858
Attention: KIM SMITH

STATE OF MICHIGAN,
COUNTY OF ISABELLA

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

CHARTER TOWNSHIP OF UNION

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Sworn to the subscribed before me this 8th May 2019.

Tina M. Crown

Notary Public, State of Michigan
Acting in Oakland County

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Client Id: 531226

Ad Id: 1800375

PO:

Sales Person: 200301

UNION TOWNSHIP PUBLIC HEARING NOTICE -Special Use Permit

NOTICE is hereby given that a Public Hearing will be held on Tuesday, May 21, 2019, at 7:00 p.m. at the Union Township Hall located at 2010 South Lincoln Road, Mt. Pleasant, Michigan, before the Union Township Planning Commission for hearing any interested persons in the following request for a Special Use Permit as allowed by the Union Township Zoning Ordinance 1991-5 as amended.

Requested by Mitchells Deli/McGuirk Mini Storage A filling station for the sale of gasoline, oil, minor accessories and other incidental service.

Legal Description of properties: T14N R4W, SEC 20; COMM AT THE NE CORNER OF SECTION 20; S 89D37M58S W ALG N SEC LN 242 FT; TH S 1D0M7S E 178 FT; TH S 89D37M58S W 165 FT; TH N 1D0M7S W 178 FT TO N SEC LN; TH S 89D37M58S W 914 FT; TH S 1D0M7S E 182 FT; TH S 89D37M58S W 34 FT; TH S 1D0M7S E 132 FT; TH S 89D37M58S W 594 FT; TH S 1D0M7S E 386 FT; TH N 89D37M58S E 1949 FT TO E SEC LN; TH N 1D0M7S W 700 FT TO POB 26.2 ACRES

These properties located at: 1982, E. Remus Rd. MOUNT PLEASANT, MI 48858
PID 14-020-20-001-01

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

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

Peter Gallinat,
Township Planner

Published: May 7, 2019

UNION TOWNSHIP PUBLIC HEARING NOTICE –Special Use Permit

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Requested by **Mitchells Deli/McGuirk Mini Storage** A filling station for the sale of gasoline, oil, minor accessories and other incidental service.

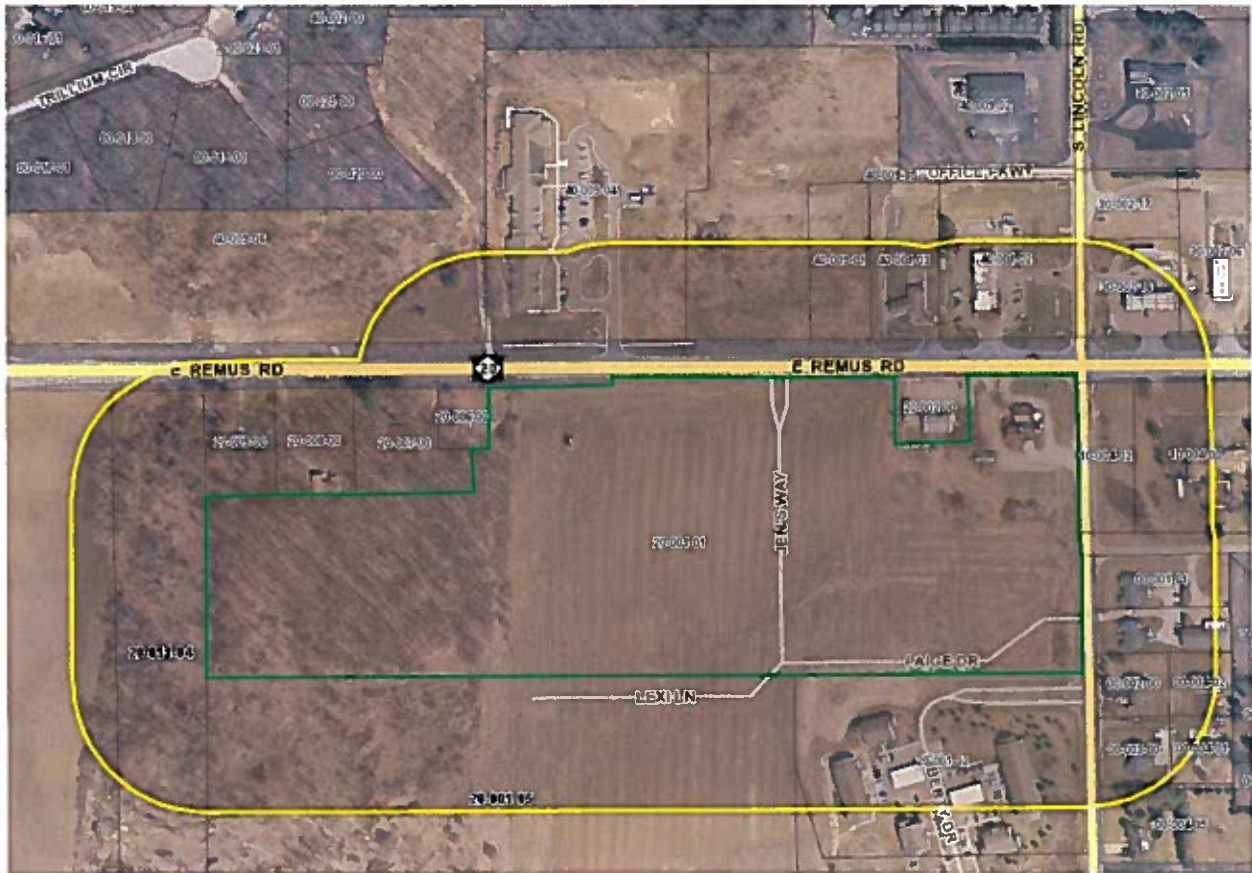
Legal Description of properties: T14N R4W, SEC 20; COMM AT THE NE CORNER OF SECTION 20; S 89D37M58S W ALG N SEC LN 242 FT; TH S 1D0M7S E 178 FT; TH S 89D37M58S W 165 FT; TH N 1D0M7S W 178 FT TO N SEC LN; TH S 89D37M58S W 914 FT; TH S 1D0M7S E 182 FT; TH S 89D37M58S W 34 FT; TH S 1D0M7S E 132 FT; TH S 89D37M58S W 594 FT; TH S 1D0M7S E 386 FT; TH N 89D37M58S E 1949 FT TO E SEC LN; TH N 1D0M7S W 700 FT TO POB 26.2 ACRES

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Peter Gallinat,
Township Planner



Subject Parcel is highlight in GREEN located at 1982 E. Remus Rd. B-5 (Highway Business District)
Application is for a filling station to be in the North East corner of the parcel where existing Mitchells Deli is located. YELLOW line represents a 300-foot buffer around the subject property. Owners within the 300ft buffer are sent notice of the public hearing.

RYAN'S INVESTMENTS LLC
PO BOX 753
MOUNT PLEASANT, MI 48804-0753

RI CS4 LLC
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

IMPERIAL COMPANY
PO BOX 408
MOUNT PLEASANT, MI 48804-0408

MCDONALDS CORPORATION (21-1306
PO BOX 182571
COLUMBUS, OH 43218-2571

FIRSTBANK
102 S MAIN ST
MT. PLEASANT, MI 48858

TWENTY WEST PARTNERSHIP INC
PO BOX 329
MOUNT PLEASANT, MI 48804-0329

MAAS MT PLEASANT LLC
1845 BIRMINGHAM SE
LOWELL, MI 49331

MAAS DEVELOPMENT II LLC
2445 S LINCOLN RD
MT PLEASANT, MI 48858

TWENTY WEST PARTNERSHIP INC
PO BOX 329
MOUNT PLEASANT, MI 48804-0329

MCGUIRK MINI STORAGE INC
PO BOX 530
MT PLEASANT, MI 48804-0530

FIGG RICHARD & BETTY
3860 ST ANDREWS DR
MT PLEASANT, MI 48858

FIGG RICHARD & BETTY
1239 E BROOMFIELD RD
MOUNT PLEASANT, MI 48858

MCGUIRK MINI STORAGE INC
PO BOX 530
MT PLEASANT, MI 48804-0530

MCGUIRK MINI STORAGE INC
PO BOX 530
MT PLEASANT, MI 48804-0530

EDC INVESTMENTS LLC
PO BOX 653
MOUNT PLEASANT, MI 48804-0653

EDC INVESTMENTS LLC
PO BOX 653
MOUNT PLEASANT, MI 48804-0653

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

ZENEBERG GAIL D
1688 E REMUS RD
MOUNT PLEASANT, MI 48858

UNION FARMS LLC
1720 E PICKARD RD
MT PLEASANT, MI 48858

PETERS EDWARD T
4240 E MILLBROOK RD
MT PLEASANT, MI 48858

MID MICHIGAN PROPERTY GROUP
2060 E REMUS RD
MOUNT PLEASANT, MI 48858

ISABELLA COMM CREDIT UNION
2100 E REMUS RD PO BOX 427
MOUNT PLEASANT, MI 48804-0427

CAMPBELL ANNA M TRUST
2732 ELAND CT
MOUNT PLEASANT, MI 48858

WIECZOREK STEVEN TRUST
767 S DOE TRL
MT PLEASANT, MI 48858

WIECZOREK STEVEN TRUST
767 S DOE TRL
MT PLEASANT, MI 48858

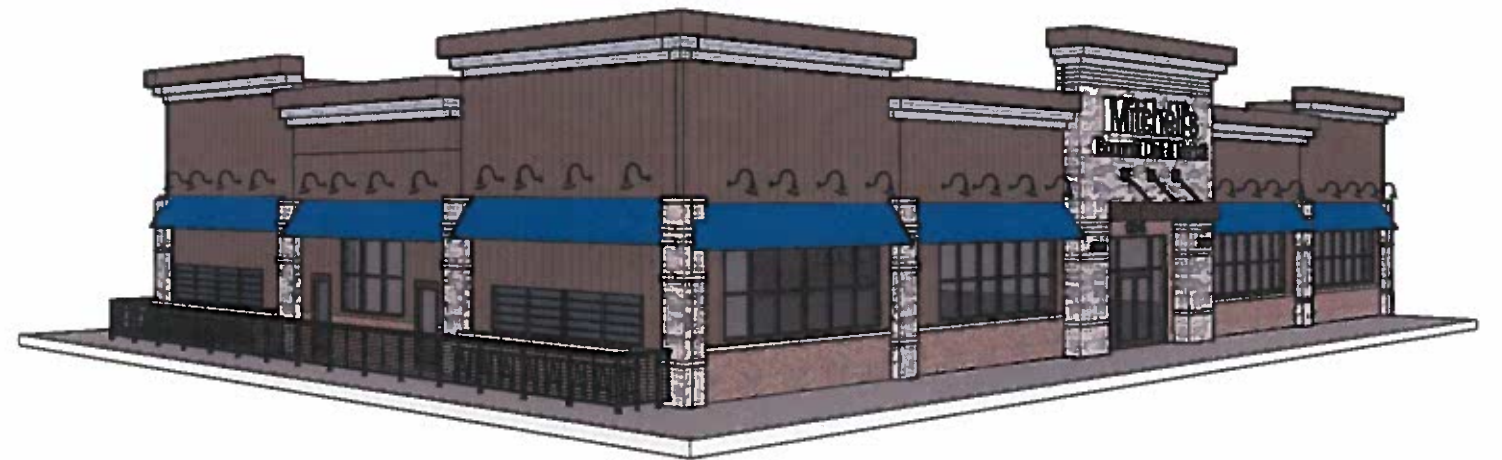
SWINDLEHURST RICHARD
700 N ISABELLA RD
MT PLEASANT, MI 48858

WIECZOREK STEVEN TRUST
767 S DOE TRL
MT PLEASANT, MI 48858

WIECZOREK STEVEN TRUST
767 S DOE TRL
MT PLEASANT, MI 48858

WIECZOREK STEVEN TRUST
767 S DOE TRL
MT PLEASANT, MI 48858

UTTERBACK CURT J & ROBYN L
3397 S LINCOLN RD
MOUNT PLEASANT, MI 48858



B-Squared Design Studio

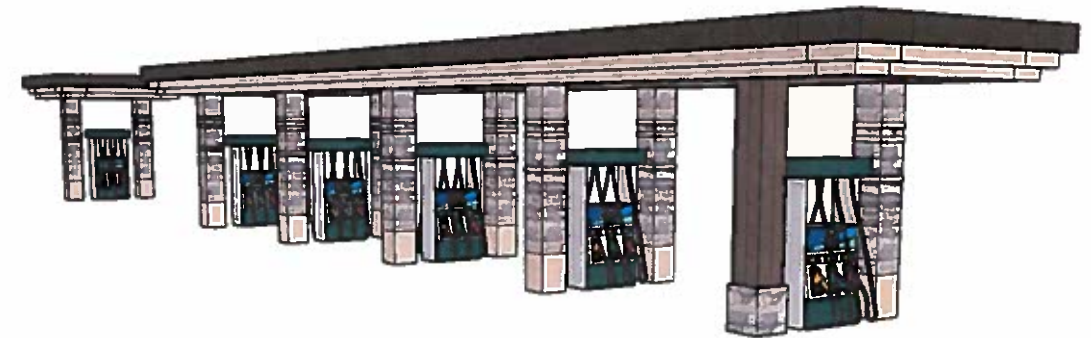
PROOF

Brenda Skeel, AIA • brenda@b-squaredstudio.com • (989) 560 - 0986 • 104 East Maple Street - Shepherd, MI 48883

Drawings and documents contained in this package are schematic and for planning purposes only, they do not constitute complete architectural services. Drawings are not suitable or developed for construction.

Chuck McGuirk
McGuirk Sand and Gravel
3046 Jens Way
Mt. Pleasant, MI 48858
April 19, 2019

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B-Squared Design Studio

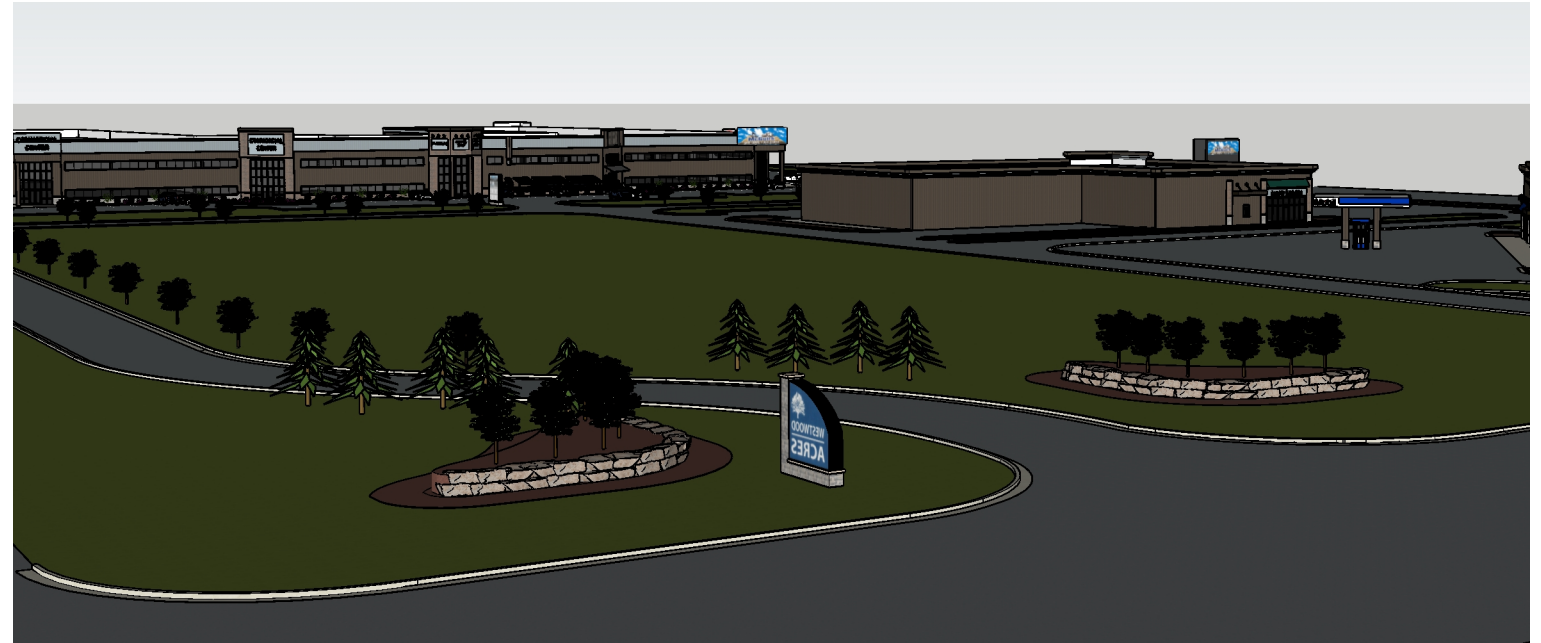
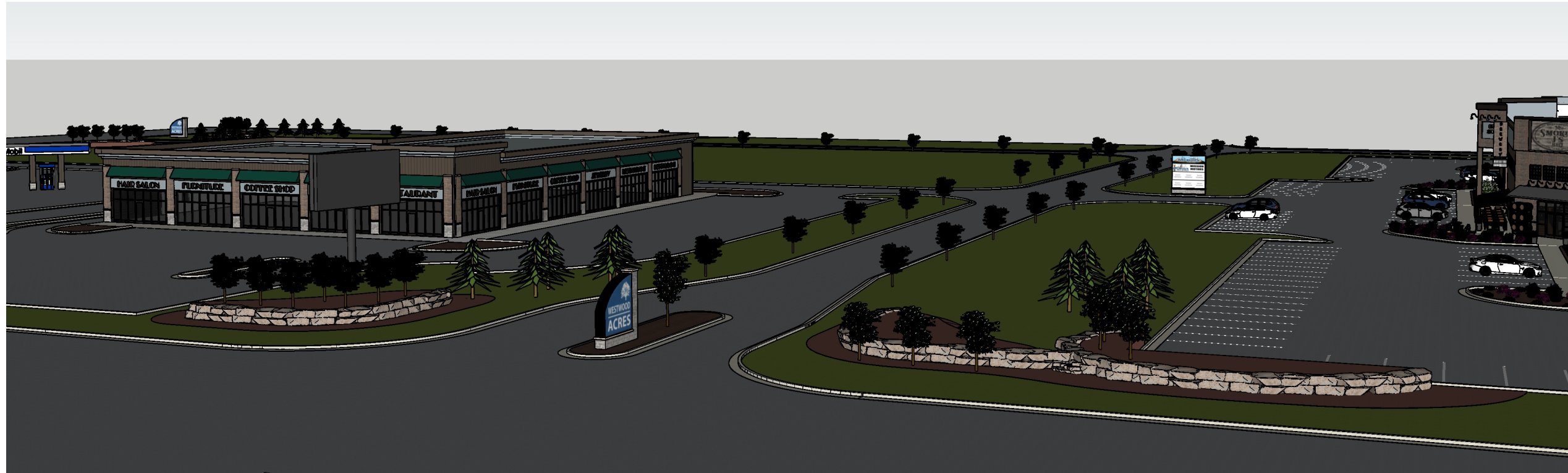
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April 19, 2019

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SCHEMATIC 3D VIEWS - LANDSCAPE



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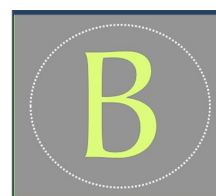
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April 24, 2019

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SCHEMATIC 3D VIEW



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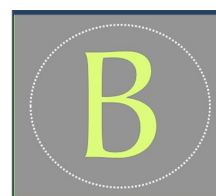
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Chuck McGuirk
McGuirk Sand and Gravel
3046 Jens Way
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April 30, 2019

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SCHEMATIC 3D VIEW



B-Squared Design Studio

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Chuck McGuirk
McGuirk Sand and Gravel
3046 Jens Way
Mt. Pleasant, MI 48858
April 30, 2019

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REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager

DATE: June 5, 2019

FROM: Kim Smith – Public Service Director

DATE FOR BOARD CONSIDERATION: June 12, 2019

ACTION REQUESTED: Request the Township Board of Trustees introduce Ordinance Number 2019-04, an Ordinance amending various provisions of the Charter Township of Union Water Service, Use and Rate Ordinance Number 1987-9 (as amended).

Current Action X Emergency _____

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

Finance Approval _____

BACKGROUND INFORMATION

The Charter Township of Union Water Service, Use and Rate Ordinance 1987-9 (as amended) provides for the operation and maintenance of the entire Union Township water supply system, establishes charges and rates for water service and use regulations, and provides penalties for violations of provisions.

The proposed amendments clarify language regarding water hook-up fees, system benefit fees paid at time of connection and/or addition/expansion of a connected premises. The Articles and Sections being amended are as follows:

Article X, Section 1 (A) – Hook-up Fee

Article X, Section 1 (B) – System Benefit Fee

In addition, the amendments clarify language regarding quarterly consumption charges for new and existing customers, as well as any additions/expansions of connected premises. The Article and Sections being amended are as follows:

Article X, Section 1 (D) (1) – Consumption Charge

SCOPE OF SERVICES

Introduction of Water Ordinance Number _____

JUSTIFICATION

Ordinance Number 2019-04 provides clarity of hook-up fees and quarterly consumption charges, resulting in better customer understanding of fees and improved customer service.

PROJECT IMPROVEMENTS

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

1. Community well-being and common good

COSTS

NA

PROJECT TIME TABLE

The Ordinance shall take effect the day immediately following publication.

RESOLUTION

Introduction of Ordinance Number 2019-04, which is an Ordinance to amend various provisions of the Charter Township of Union Water Service, Use and Rate Ordinance Number 1987-9 (as amended).

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**Charter Township of Union
Isabella County, Michigan
Ordinance Number 2019 -04**

An ordinance to amend various provisions of the Charter Township of Union Water Service, Use and Rate Ordinance, Ordinance No. 1987-9, as amended.

THE CHARTER TOWNSHIP OF UNION HEREBY ORDAINS:

Section I - Amendments

The Charter Township of Union Water Service, Use and Rate Ordinance, Ordinance No. 1987-9, as amended, is hereby amended as follows:

Article X, Section 1(A) - Hook-up Fee.

The first full sentence of Article X, Section 1(A) - Hook-up Fee is deleted in its entirety and replaced with the following:

All premises within the Township shall pay a hook-up fee at the time of connection to the system and at the time any addition to or expansion of any then-connected premises becomes connected to the system in accordance with the following:

Article X, Section 1(B) - System benefit fee.

The second paragraph of Article X, Section 1(B) System benefit fee is deleted in its entirety and replaced with the following:

There shall be paid a system benefit fee, in such amount as determined from time to time by the Township Board, for each single-family unit on behalf of each premises which after the effective date of this Ordinance connects to the water system.

The fourth paragraph of Article X, Section 1(B) System benefit fee is deleted in its entirety and replaced with the following:

The system benefit fee for other than a single-family residence shall be an amount as determined by multiplying the single-family residence system benefit fee by the factor provided for in Table I set forth in Section 7 of Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007] up to a maximum of ten single-family residential equivalents. The minimum fee for any premises shall not be less than the fee specified for a single-family residence. For any premises other than a single family residence, a system benefit fee shall also be due upon the occurrence of either of the following events: (1) construction of any expansion of or addition to the premises or (2) any subsequent change in the character or use of the premises which places all or part of the premises in a different ratio-factor

category. The system benefit fee in the event of an addition to or change in character of use of a premises other than single-family residence shall be calculated using the factor provided for in Table 1 of Section 7, Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007] which corresponds with the nature of the use of the addition or subsequent change in usage. The system benefit fee for an addition to or change in character of use of a premises shall be payable, in cash, at the occurrence of the earliest of the following: (1) the time a construction permit or other permit is issued by the Township for such addition or expansion, (2) the time such addition or expansion becomes connected to the system if no permit is issued or required, or (3) the time the change in usage occurs.

The fifth paragraph of Article X, Section 1(B) System benefit fee is deleted in its entirety and replaced with the following:

The system benefit fee shall be paid at the time of application for a permit to connect to the system or at the time any addition to or expansion of a then-connected premises becomes connected to the system except premises which are in existence prior to construction of the water line being tapped by the premises, which premises may pay the system benefit fee in five equal annual installments. All unpaid installments shall bear interest payable annually on each installment due date at eight percent per annum commencing from the date of application for a hook-up permit, with the first payment due September 1 following the date of application and subsequent installments due each September 1 thereafter until all installments are paid. Any installment not paid by the due date will be considered delinquent. The delinquent system benefit fees shall be transferred to the Township tax roll and shall constitute a lien upon the respective parcels of land. Such lien shall be of the same character and effect as the lien created for general township taxes and shall include accrued interest and penalties.

The sixth paragraph of Article X, Section 1(B) System benefit fee is deleted in its entirety.

The seventh paragraph of Article X, Section 1(B) System benefit fee is deleted in its entirety and replaced with the following:

For all premises for which the system benefit fee is being paid over time, subsequent changes in the character or use or type of occupancy of any premises or any addition to or expansion of any premises, including destruction, removal, or abandonment of any or all improvements thereon, shall not abate the obligation to continue the payment of the system benefit fee as herein set forth applicable to said premises in the amount and for the period herein provided. If, during the pendency of payment of a system benefit fee over time, subsequent changes place the entirety of said premises in a higher ratio-factor category set forth in Section 7 of Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007], the Township Board may, in its discretion, increase the number of units assigned to said premises and thereupon any additional charges occasioned by such increase

shall be payable, in cash, at the time a construction permit or other permit is issued by the Township for such changes, or at the time such changes occur if no permit is issued or required.

Article X, Section 1(D)(1) - Consumption charge.

The paragraph constituting Article X, Section 1(D)(1) is deleted in its entirety and replaced with the following:

Effective January 1, 2019, there will be a minimum charge of \$52.00 per quarter, per residential equivalent, which includes the first 15,000 gallons, per residential equivalent, of consumption per quarter. Additional usage above 15,000 gallons, per residential equivalent, per quarter, shall be charged at the rate of \$2.10 per 1,000 gallons. All single-family residences will be assigned one equivalent. Residential equivalents for all other users shall be determined by water usage. Those accounts without history shall have their initial residential equivalents determined by reference to Table 1 set forth in Section 7 of Article X of the Charter Township of Union Ordinance No. 1990-1 until usage is calculated after six months' usage. That usage will be determined by reading the water meter. The reading will then be divided by six, averaging the monthly usage and dividing that figure by 5,000 gallons to arrive at the residential equivalents. All residential equivalents for all users other than single-family residences shall be re-evaluated on an annual basis by reading the water meter. The reading will then be divided by 12 averaging the monthly usage and dividing the figure by 5,000 gallons to arrive at the residential equivalent for the next 12-month period. For purposes of determining initial residential equivalents under this section, any portion of a premises which constitutes an addition to or expansion of said premises shall have residential equivalents for said addition or expansion calculated using the factor in Table 1 set forth in Section 7 of Article X of the Charter Township of Union Ordinance No. 1990-1 which corresponds to the nature of the use of the addition or expansion.

Section II - Title

This Ordinance shall be known and cited as the Charter Township of Union Ordinance Number 2019-04, Ordinance Amending the Charter Township of Union Water Service, Use and Rate Ordinance.

Section III - Severability

In the event any one or more sections, provisions, phrases, or words of this Ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases, or words of this Ordinance.

Section IV - Effective Date

This Ordinance shall take effect the day immediately following publication. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

CERTIFICATION OF ADOPTION AND PUBLICATION OF TOWNSHIP ORDINANCE

I, Lisa Cody, the duly elected Clerk of the Charter Township of Union, Isabella County, Michigan, hereby certify that the foregoing Ordinance was adopted at a meeting of the Charter Township of Union Board of Trustees on the _____ day of _____, 2019, at which the following named members of the Charter Township of Union Board of Trustees were present and voted in person as follows:

(a) Voting in favor of the Ordinance:

(b) Voting against adoption of the Ordinance:

I further certify that this Ordinance was published in _____, a newspaper of general circulation within the Charter Township of Union on the _____ day of _____, 2019 and that proof of same is filed in the Charter Township of Union Ordinance Book.

Certification Date: _____, 2019

Lisa Cody, Clerk

Water Ordinance Redlines

ARTICLE X

112.1000 - FEES AND CHARGES

112.1001. - [Services and fees described.]

Sec. 1. Permit and other fees, charges for services and equipment, security deposits, and rates for water shall be in the following amounts specified, or as from time to time hereafter [they shall] be amended, or as specified and provided for by resolution of the Township Board.

- A. Hook-up fee. All premises within the Township shall pay a hook-up fee at the time of connection to the system and at the time any addition to or expansion of any then-connected premises becomes connected to the system in accordance with the following:

One-inch service; \$500.00.

Fee for a service lead larger than one inch diameter will be charged on a time-and-material basis.

The hook-up fee includes the tapping and installation of service lead in accordance in Section [Article] IV of this Ordinance [112.400] and the installation of a meter in accordance with Section [Article] VIII of this Ordinance [112.800]. In the event that the premises is already provided with a service lead, constructed in accordance with Section IV [112.400], the premises shall only be charged for the meter cost and installation portion of the hook-up fee.

In a case where a premises is part of a residential subdivision for which a private individual has installed, at no cost to the Township, water lines, saddles, valves, and house leads in accordance with Township specifications and inspected and approved by Township personnel, the water hook-up fee shall be reduced to \$150.00 for a five-eighths-inch meter and \$200.00 for a one-inch meter. Any lateral fee required by this Ordinance will still be payable.

- B. System benefit fee. System benefit fee shall mean the fee levied to pay for system facilities such as water supply wells, water treatment facilities, storage tanks, booster pump stations, and transmission lines which generally benefit all of the users of the system.

There shall be paid a system benefit fee ~~of \$850.00 per~~ in such amount as determined from time to time by the Township Board, for each single-family unit on behalf of each premises which after the effective date of this Ordinance connects to the water system.

Parcels in the following special assessment districts shall not pay a system benefit fee on the first residential equivalent, however shall pay a system benefit fee on each residential equivalent thereafter:

1. East Water District 86-1-W.
2. West Water District SAD #1987-1.
3. Yates Drive Water District SAD #1987-5.
4. Corporate Park District SAD #1988-7.
5. Northside Water District SAD #1988-9.
6. Southside Water District SAD #1988-10.
7. High Street Water District SAD #1988-12.

The system benefit fee for other than a single-family residence shall be an amount as determined by multiplying the ~~\$850.00~~ single-family residence system benefit fee by the factor provided for in Table I set forth in Section 7 of Article X of the Charter Township of Union Ordinance Number 1990-1

[112.1007] up to a maximum of ten single-family residential equivalents. The minimum fee for any premises shall not be less than the fee specified for a single-family residence. For any premises other than a single family residence, a system benefit fee shall also be due upon the occurrence of either of the following events: (1) construction of any expansion of or addition to the premises or (2) any subsequent change in the character or use of the premises which places all or part of the premises in a different ratio-factor category. The system benefit fee in the event of an addition to or change in character of use of a premises other than single-family residence shall be calculated using the factor provided for in Table 1 of Section 7, Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007] which corresponds with the nature of the use of the addition or subsequent change in usage. The system benefit fee for an addition to or change in character of use of a premises shall be payable, in cash, at the occurrence of the earliest of the following: (1) the time a construction permit or other permit is issued by the Township for such addition or expansion, (2) the time such addition or expansion becomes connected to the system if no permit is issued or required, or (3) the time the change in usage occurs.

The system benefit fee shall be paid at the time of application for a permit to connect to the system or at the time any addition to or expansion of a then-connected premises becomes connected to the system except premises which are in existence prior to construction of the water line being tapped by the premises, which premises may pay the system benefit fee in five equal annual installments. All unpaid installments shall bear interest payable annually on each installment due date at eight percent per annum commencing from the date of application for a hook-up permit, with the first payment due September 1 following the date of application and subsequent installments due each September 1 thereafter until all installments are paid. Any installment not paid by the due date will be considered delinquent. The delinquent system benefit fees shall be transferred to the Township tax roll and shall constitute a lien upon the respective parcels of land. Such lien shall be of the same character and effect as the lien created for general township taxes and shall include accrued interest and penalties.

~~The system benefit fee may be payable over a period of ten years in ten equal annual installments for those users which have 25 or more residential equivalents. If such user elects to make annual installments, all unpaid installments shall bear interest payable annually on each installment due at eight percent per annum commencing from the date of application for a hook-up permit, with the first payment due September 1 following the date of application and subsequent installments due each September 1 thereafter until all installments are paid. Any installment not paid by the due date will be considered delinquent. The delinquent sewer benefit fees shall be transferred to the Township tax roll and shall constitute a lien upon the respective parcels of land. Such lien shall be of the same character and effect as the lien created for general township taxes and shall include accrued interest and penalties.~~

~~Subsequent changes in the character or use or type of occupancy~~For all premises for which the system benefit fee is being paid over time, subsequent changes in the character or use or type of occupancy of any premises or any addition to or expansion of any premises, including destruction, removal, or abandonment of any or all improvements thereon, shall not abate the obligation to continue the payment of the system benefit fee ~~if based on time payment~~ as herein set forth applicable to said premises in the amount and for the period herein provided. If, during the pendency of payment of a system benefit fee over time, subsequent changes place the entirety of said premises in a higher ratio-factor category set forth in Section 7 of Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007], the Township Board may, in its discretion, increase the number of units assigned to said premises and thereupon any additional charges occasioned by such increase shall be payable, in cash, at the time a construction permit or other permit is issued by the Township for such changes, or at the time such changes occur if no permit is issued or required.

- C. Lateral fee. A lateral fee shall be charged in the amount specified for making a direct private service line connection or main extension from a main subject to a lateral fee as listed below. This charge is in addition to the other fees specified in this Article X [112.1000]. The lateral fee shall be based on the front footage of the premises or property served. In the case of a platted

lot, it would be the entire lot frontage. If the premises occupied more than one lot, the lateral fee would be for the frontage of the lots occupied. If the premises are located on part of an unplatted parcel, the lateral fee would be based on the frontage occupied by the premises or the minimum lot widths required by the Zoning Ordinance, whichever is greater, except in an AG zone where 165 feet would be used as a minimum lot width. Should large unplatted parcels be assessed a lateral fee for only a portion of the parcel's frontage, the remaining unassessed portion shall be assessed a lateral fee should water service subsequently be rendered to that portion of the parcel unassessed.

At the time of application for a hook-up, a lateral fee measured by the front footage abutting the line being tapped shall be charged and payable at the time the permit is applied for except premises which are in existence prior to construction of the water line which are in existence prior to construction of the water line which premises may pay the lateral fee in five equal annual installments. All unpaid installments shall bear interest payable annually on each installment due date at eight percent per annum commencing from the date of application for a hook-up permit with the first payment due September 1 following the date of application and subsequent installments due each September 1 thereafter until all installments are paid. Any installment not paid by the due date will be considered delinquent. The delinquent lateral charge shall be transferred to the Township's tax roll and shall constitute a lien upon the respective parcels of the land. Such lien shall be of the same character and effect as the line created for general Township taxes and shall include accrued interest and penalties.

The following water mains shall be subject to a lateral fee in the amount specified:

1. A 12-inch water main running along Isabella Road from the Township's well and treatment site north along Isabella Road to High Street.

Eighty feet of property or less: \$1,440.00; provided, however, any property with abutting frontage which exceeds 80 feet shall pay an additional lateral fee of \$18.00 per foot of abutting property in excess of 80 feet.

2. A 12-inch water main along Meridian Road north from the Township's well site to Pickard Road, thence along Pickard Road from Meridian Road east to the west line of Parcel No. 17-20-003-00 (approximately one-quarter of Lincoln Road) and the water main running north along Lincoln Road from Pickard Road approximately one-quarter mile to the south line of Parcel No. 9-300-006-01.

Eighty feet of property or less: \$1,600.00; provided, however, any property which abuts the frontage which exceeds 80 feet shall pay an additional lateral fee of \$20.00 per foot of abutting property in excess of 80 feet.

3. A 12-inch water main running from Isabella Road west along Bluegrass Road to the east line of Parcel No. 26-300-002-00, thence south to the US-27 access road not including land in the South Side Water Special Assessment District No. 1988-10. Also, [on] a 12-inch water main along Deerfield Road from Mission Road west to Crawford Road, the lateral fee would only apply to the north side of Deerfield Road.

Eighty feet of property or less: \$2,450.00; provided, however, any property with abutting frontage which exceeds 80 feet shall pay an additional lateral fee of \$30.00 per foot of abutting property in excess of 80 feet.

4. A 12-inch water main running along Bamber Road from the north line of O'Connor Subdivision north to River Road and thence east on River Road to the railroad on the north side of River Road and the west line of Parcel No. 10-200-005-00 on the south side of River Road; and

East side of Mission Road from River Road to the north side of Parcel 14-02-30-007-00; and

West side of Mission Road from Parcel 14-87-00-001-00 to the intersection of Craig Hill Road and Mission Road.

Eighty feet of property or less: \$1,920.00; provided, however, any property with abutting frontage which exceeds 80 feet shall pay an additional lateral fee of \$24.00 per foot of abutting property in excess of 80 feet.

5. An eight-inch water main that serves Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and the south 75 feet of Lot 6 and the south 82 feet of Lot 7, all in Block 1 of Ward's View Subdivision according to the plat recorded in Liber 3 of Plats, Page 159, Isabella County, and all premises on the south side of Ward Street between Elizabeth Street and Florence Street; and

The north side of Pickard Road from the US-27 interchange access road east to the terminus of the water main which is just beyond Enterprise Drive; and

Water main which serves the area within Blocks 1 and 2 of Neil's Subdivision according to the plat recorded in Liber 3 of Plats, Page 151, Isabella County records; and

The water main along National Drive which is not included in special Assessment District No. 86-1-W including that part of Lots 5 and 6 lying south of US-27 freeway and Lots 7, 8, 14, 15, 16, 17, 18, 29, 30, 31, 32, 33 and 34 of Airport Acres Subdivision according to the plats recorded in Liber 3 of Plats, Page 285, Isabella County records; and

An eight-inch water line from Pickard Road north on a private easement paralleling Packard Road to Corporate Way; thence west on Corporate Way to Park Place Street, thence north on Park Place 210 feet.

Eighty feet of abutting property or less: \$1,440.00; provided, however, any property with abutting property which exceeds 80 feet shall pay an additional lateral fee of \$18.00 per foot of abutting property in excess of 80 feet.

6. Twelve-inch and eight-inch water mains located within the boundaries of the WDDA.

Eighty feet of property or less: \$1,920.00; provided, however, any property with abutting frontage which exceeds 80 feet shall pay an additional lateral fee of \$24.00 per foot of abutting property in excess of 80 feet. The foregoing lateral fee shall be paid by all properties connecting to the water mains within the WDDA boundaries which are not properties lying within the WDDA water SAD.

7. A 12-inch water main beginning at the west side of the intersection of Mission Road and East River Road; thence east and northeasterly along East River Road from said intersection to the US-27 Expressway.

Eighty feet of abutting property or less: \$1,920.00; provided, however, any property with abutting frontage which exceeds 80 feet shall pay an additional lateral fee of \$24.00 per foot of abutting property in excess of 80 feet.

8. A lateral fee shall not be charged for making a direct private service line connection or main extension if the line being connected or the main being extended has been paid for by the property owner or their predecessor in interest if the private service line or main being connected is dedicated over to the Charter Township of Union for maintenance and control to be a part of the Township Water System.

D. Consumption charge. Costs for water consumption will be in accordance with the following:

1. Effective January, 1, ~~1999~~2019, there will be a minimum charge of ~~\$42~~52.00 per ~~month~~quarter, per residential equivalent, which includes the first ~~515~~,000 gallons, per residential equivalent, of consumption per ~~month~~quarter. Additional usage above ~~515~~,000

gallons, per residential equivalent, per quarter, shall be charged at the rate of ~~\$4.00~~ \$2.10 per 1,000 gallons. All single-family residences will be assigned one equivalent. Residential equivalents for all other users shall be determined by water usage. Those accounts without history shall have their initial residential equivalents determined by ~~references~~reference to Table 1 set forth in Section 7 of Article X of the Charter Township of Union Ordinance No. 1990-1 until usage is calculated after six months' usage. That usage will be determined by reading the water meter. The reading will then be divided by six, averaging the monthly usage and dividing that figure by 5,000 gallons to arrive at the residential equivalents. All residential equivalents for all users other than single-family residences shall be re-evaluated on an annual basis by reading the water meter. The reading will then be divided by 12 averaging the monthly usage and dividing the figure by 5,000 gallons to arrive at the residential equivalent for the next 12-month period. For purposes of determining initial residential equivalents under this section, any portion of a premises which constitutes an addition to or expansion of said premises shall have residential equivalents for said addition or expansion calculated using the factor in Table 1 set forth in Section 7 of Article X of the Charter Township of Union Ordinance No. 1990-1 which corresponds to the nature of the use of the addition or expansion.

2. Effective January 1, 1993, water consumption will be charged at the rate of \$0.84 per 1,000 gallons over 5,000 gallons per month.

REQUEST FOR TOWNSHIP BOARD ACTION

To: Mark Stuhldreher - Township Manager

DATE: June 5, 2019

FROM: Kim Smith – Public Service Director

DATE FOR BOARD CONSIDERATION: June 12, 2019

ACTION REQUESTED: The Township Board of Trustees is requested to introduce Ordinance Number 2019-05 which is an Ordinance to amend various provisions of the Charter Township of Union Sewer Rate and Mandatory Connection Ordinance Number 1979-4, as amended.

Current Action ☒ Emergency ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Finance Approval ☐

BACKGROUND INFORMATION

The Charter Township of Union Sewer Rate and Mandatory Connection Ordinance Number 1979-4 establishes rates and charges and provides for the enforcement for the use and service of the sanitary sewer system.

The amendments being introduced to the Charter Township of Union Sewer Mandatory Connection Ordinance clarify language regarding sanitary sewer connection charges paid at time of connection and at any time any addition to or expansion of any already connected premises becomes connect to the system. The Section being amended is as follows:

Section 7, Paragraph A

SCOPE OF SERVICES

Introduction of Sanitary Sewer Ordinance Number 2019-05

JUSTIFICATION

Ordinance Number 2019-05 provides clarity of connection fee charges for sanitary sewer at the time of connection to the system and at the time any addition to or expansion of any then connected premises becomes connected to the system.

PROJECT IMPROVEMENTS

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

1. Community well-being and common good

COSTS

NA

PROJECT TIME TABLE

The Ordinance shall take effect the day immediately following publication.

RESOLUTION

Introduction of Ordinance Number 2019-05 which is an Ordinance to amend various provisions of the Charter Township of Union Sewer Rate and Mandatory Connection Ordinance Number 1979-4, as amended.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**Charter Township of Union
Isabella County, Michigan
Ordinance Number 2019 - 05**

An ordinance to amend Section 7 of the Charter Township of Union Sewer Rate and Mandatory Connection Ordinance, Ordinance No. 1979-4, as amended.

THE CHARTER TOWNSHIP OF UNION HEREBY ORDAINS:

Section I - Amendments

The Charter Township of Union Sewer Rate and Mandatory Connection Ordinance, Ordinance No. 1979-4, as amended, is hereby amended to delete Section 7, Paragraph A in its entirety and replace it with the following:

Applications for sewer service shall be filed with the Township Clerk upon a form to be supplied by the Township. The application shall state the name of the applicant and the premises to be served. All applications filed after the commencement of the operation of the system shall be accompanied by a fee—on a residential equivalent basis—in such amount as determined from time to time by the Township Board as a connection charge. For any premises other than a single family residence, a connection charge shall also be due upon the occurrence of either of the following events: (1) construction of any expansion of or addition to the premises or (2) any subsequent change in the character or use of the premises which places all or part of the premises in a different ratio-factor category. The connection charge in the event of an addition to or change in character of use of a premises other than single-family residence shall be calculated using the factor provided for in Table 1 of Section 7, Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007] which corresponds with the nature of the use of the addition or subsequent change in usage. The connection charge for an addition to or change in character of use of a premises shall be payable, in cash, at the occurrence of the earliest of the following: (1) the time a construction permit or other permit is issued by the Township for such addition or expansion, (2) the time such addition or expansion becomes connected to the system if no permit is issued or required, or (3) the time the change in usage occurs.

Section II - Title

This Ordinance shall be known and cited as the Charter Township of Union Ordinance Number 2019-05, Ordinance Amending the Charter Township of Union Sewer Rate and Mandatory Connection Ordinance.

Section III - Severability

In the event any one or more sections, provisions, phrases, or words of this Ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases, or words of this Ordinance.

Section IV - Effective Date

This Ordinance shall take effect the day immediately following publication. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

CERTIFICATION OF ADOPTION AND PUBLICATION OF TOWNSHIP ORDINANCE

I, Lisa Cody, the duly elected Clerk of the Charter Township of Union, Isabella County, Michigan, hereby certify that the foregoing Ordinance was adopted at a meeting of the Charter Township of Union Board of Trustees on the _____ day of _____, 2019, at which the following named members of the Charter Township of Union Board of Trustees were present and voted in person as follows:

(a) Voting in favor of the Ordinance:

(b) Voting against adoption of the Ordinance:

I further certify that this Ordinance was published in _____, a newspaper of general circulation within the Charter Township of Union on the _____ day of _____, 2019 and that proof of same is filed in the Charter Township of Union Ordinance Book.

Certification Date: _____, 2019

Lisa Cody, Clerk

Sewer Ordinance Redlines

110.007 - [Connection and transportation fees.]

Sec. 7.

- [a] Applications for sewer service shall be filed with the Township Clerk upon a form to be supplied by the Township. The application shall state the name of the applicant and the premises to be served. ~~All applications filed after the commencement of the operation of the system shall be accompanied by a fee of \$2,150.00 per residential equivalent payable to the Township Treasurer as a connection charge.~~ All applications filed after the commencement of the operation of the system shall be accompanied by a fee—on a residential equivalent basis—in such amount as determined from time to time by the Township Board as a connection charge. For any premises other than a single family residence, a connection charge shall also be due upon the occurrence of either of the following events: (1) construction of any expansion of or addition to the premises or (2) any subsequent change in the character or use of the premises which places all or part of the premises in a different ratio-factor category. The connection charge in the event of an addition to or change in character of use of a premises other than single-family residence shall be calculated using the factor provided for in Table 1 of Section 7, Article X of the Charter Township of Union Ordinance Number 1990-1 [112.1007] which corresponds with the nature of the use of the addition or subsequent change in usage. The connection charge for an addition to or change in character of use of a premises shall be payable, in cash, at the occurrence of the earliest of the following: (1) the time a construction permit or other permit is issued by the Township for such addition or expansion, (2) the time such addition or expansion becomes connected to the system if no permit is issued or required, or (3) the time the change in usage occurs.



ACTION REQUESTED: Consider amending Governance Policy 2.7 to require Board approval of Saginaw Chippewa Indian Tribe 2% grant applications prior to submittal and amending policy 3.4 to ensure formal Board input on what is being applied for under the 2% grant program.

Finance Approval MDS

PROJECT TIME TABLE

N/A

RESOLUTION

Resolved, Governance Policies 2.7 and 3.4 are amended as reflected in the attached and incorporated into Monitoring Schedules Appendix A and B.

Motion by _____ Seconded by _____

Yes:

No:

Absent:

Governance Policy 2.7 and 3.4 – Redlined

2.7 POLICY TITLE: ENDS FOCUS OF GRANTS AND CONTRACTS

The Township Manager 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.

Further, without limiting the foregoing, the Manager shall not:

2.7.1 Submit a Saginaw Chippewa Indian Tribe 2% grant application without prior approval by the Board of Trustees

3.4 POLICY TITLE: *AGENDA PLANNING*

To accomplish its job products with a governance style consistent with board policies, the board will follow an annual agenda which (a) completes a re-exploration of Ends policies annually and (b) continually improves board performance through board education and enriched input and deliberation.

3.4.1 The cycle will conclude each year on the last day of May so that administrative planning and budgeting can be based on accomplishing a one-year segment of the board's most recent statement of long term Ends.

3.4.2 The cycle will start in June with the board's development of its agenda for the next year.

3.4.2.1 Consultations with selected groups in the ownership, or other methods of gaining ownership input will be determined and arranged in the third quarter, to be held during the balance of the year.

3.4.2.2 Governance education and education related to Ends determination, (e.g. presentations by futurists, demographers, advocacy groups, staff, etc.) will be arranged in the third quarter, to be held during the balance of the year.

3.4.3 Throughout the year, the board will attend to consent agenda items as expeditiously as possible.

3.4.3.1 The Board will include as an agenda time for a regular board meeting in June and January discussion regarding upcoming Saginaw Chippewa Indian Tribe 2% grant application options

3.4.4 Township Management monitoring will be included on the agenda if monitoring reports show policy violations, or if policy criteria are to be debated.