

**OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street
Kalamazoo, MI 49009
269.375.4260**

**December 11, 2018
BOARD WORK SESSION
6:00 p.m.
AGENDA**

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County
- D. Update on Friends of the Parks Mission Statement
- E. Other Updates & Business

**REGULAR MEETING
7:15 p.m.
AGENDA**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
 - a. Approve Minutes – November 13, 2018 & November 27, 2018, Regular Meetings
 - b. Receipts & Disbursements Report
 - c. 2019 Property & Liability Insurance Renewal
 - d. Sanitary Sewer Expansion Phase II Consulting Engineering Agreement
 - e. 2019 Parks Rental Fees
 - f. Board & Committee Appointments
 - g. 2019 Accounting, Audit, Engineering, Traffic Engineering, & IT Consultants
 - h. 2019 Water Connection Fees
 - i. Rezoning of Land in Section 25, at 5831 Stadium Dr from "R-2" to "R-3" – Second Reading
 - j. 401(a) Defined Contribution Pension Plan Amendment Filing Fee
 - k. 4th Quarter Budget Amendments with Revenue/Expenditure Report
- 5. Update on GO! Green Oshtemo – West Oshtemo, Hill, & Genessee Prairie Cemetery Master Plans
- 6. Rezoning on Land Section 09, North 6th Street, from "C" Local Business District to the "RR" Rural Residential District
- 7. Rezoning on Land Section 36, 11th and 12th Streets, from "C" Local Business District to "RR" Rural Residential District
- 8. Rezoning on Land Section 23, West KL Avenue, from "C" Local Business District to "R-2" Residence District
- 9. Consideration of Complete Streets Policy Appendix A
- 10. Consideration of Poverty Exemption Policy Amendment & 2019 Standards for 2019
- 11. Discussion/Consideration of Township Board Public Comment Policy
- 12. Other Township Business
- 13. Public Comment
- 14. Board Member Comments
- 15. Request to Enter Into Closed Session to Discuss Pending Litigation and to Discuss Written Opinion of Counsel
- 16. Adjournment

Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official to respond at a later date.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be board discussion prior to call for a motion.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name; it is not required unless the speaker wishes to have their comment recorded in the minutes.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment or Citizen Comment on Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 5/9/2000)
(revised 5/14/2013)

Policy for Public Comment
6:00 p.m. "Public Comment"/Portion of Township Board Meetings

At the commencement of the meeting, the Supervisor shall poll the members of the public who are present to determine how many persons wish to make comments. The Supervisor shall allocate maximum comment time among persons so identified based upon the total number of persons indicating their wish to make public comments, but no longer than ten (10) minutes per person. Special permission to extend the maximum comment time may be granted in advance by the Supervisor based upon the topic of discussion.

While this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official to respond at a later date.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name; it is not required unless the speaker wishes to have their comment recorded in the minutes.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 2/27/2001)
(revised 5/14/2013)

MICHIGAN MUNICIPAL INSURANCE COVERAGE PROPOSAL

For

OSHTEMO CHARTER TOWNSHIP
Kalamazoo County

January 1st, 2019 to January 1st, 2020

Geoffrey G. Lansky

Ted Hartleb Agency

5840 Kings Highway
Kalamazoo, MI 49048

Since 1977

TED HARTLEB AGENCY

Service Guarantee!

"Our Pledge"

To listen to our clients needs, wants, and concerns in regards to their insurance and benefits.

Provide our business partners with the highest quality of insurance products available to us in the market place based on their insurance needs.

Provide our business partners with continuing education of what products they are purchasing, what insurance products are available to them, and how those products can better serve them.

Provide our business partners access to us for questions, renewals, and claims. We give our clients our cell phone numbers so one of us can be reached at your convenience twenty-four hours per day, seven days per week.

Provide our business partners employees with continuing education of the employee benefits that have been purchased for them on their behalf.

Assist employees with questions, problems and concerns regarding their employee benefits.

To always employ individuals who are educated and licensed in the field of insurance and who are committed to making our business partners their number one priority!

For over thirty five years the Ted Hartleb Agency has had one goal and that is to give you, our clients, the best service that we can offer, you can count on us to be there for you!

We are proud to provide quality insurance programs from Employers Mutual Insurance Company, Grange Insurance, Michigan Millers Mutual Insurance Company, Safeco Insurance Company, Wolverine, West Bend, Liberty Mutual, Progressive, Blue Cross Blue Shield of Michigan, and many others.

Insuring your Municipalities, Fairs and Festivals, Public School Systems, Businesses, Benefits, Home and Auto, etc...

***Please Call Us and Ask How We Can Assist Your Insurance Needs.
269-385-5911***

SECURITIES OFFERED THROUGH:
*Michigan Securities, Inc.
21415 Civic Center Drive, Suite 200
Southfield, MI 48076
248-358-4393
Member FINRA/SIPC*

 **EMC** Insurance Companies.

**EMC INSURANCE GROUP INC.
NAMED TO FORBES.COM 100
MOST TRUSTWORTHY COMPANIES LIST**

FOR IMMEDIATE RELEASE

Contact: Lisa Hamilton (Media)
515-345-7589
Steve Walsh (EMCI Investors)
515-345-2515

EMC Insurance Group Inc. on 50 Most Trustworthy Financial Companies List by *Forbes*

DES MOINES, Iowa (Aug. 26, 2016) — For the third consecutive year, EMC Insurance Group Inc. (EMCI)* is listed on the 50 Most Trustworthy Financial Companies list, announced by *Forbes*. EMCI achieved an accounting and governance risk (AGR) score of 84 in the small-cap category. EMCI was previously listed on the *Forbes* 100 Most Trustworthy Companies list in 2013.

MSCI ESG Research compiled the list separate from the *Forbes* 100 Most Trustworthy Companies list. To create the list, MSCI ESG Research reviewed nearly 700 publicly-traded North American financial companies with market caps of \$250 million or greater for the year ending December 2015. MSCI ESG Research considers accounting and governance behaviors, including high-risk events, revenue and expense recognition methods, SEC actions and bankruptcy risk in scoring a company's credibility. An AGR number is then given to each company and is the final composite by which organizations are scored. "We highlight companies that are most transparent and reporting accurately on their financial outcomes, whether good or bad," states MSCI ESG Research.

The entire list and article can be found here: <http://ow.ly/C09M303g24f>

***About EMC Insurance Group Inc.**

EMC Insurance Group Inc. (EMCI) is a publicly held insurance holding company with operations in property and casualty insurance and reinsurance. EMCI was formed in 1974 and became publicly held in 1982. The company's common stock trades on the Global Select Market tier of the NASDAQ Stock Market under the symbol EMCI. EMCI's parent company is Employers Mutual Casualty Company (EMCC). EMCI and EMCC, together with their subsidiary and affiliated companies, operate under the trade name EMC Insurance Companies. For more information, visit www.emcins.com/ir.

About EMC Insurance Companies

EMC Insurance Companies is among the top 50 insurance organizations in the country based on net written premium, with more than 2,100 employees. The company was organized in 1911 to write workers' compensation protection in Iowa. Today, EMC provides property and casualty insurance products and services throughout the United States and writes reinsurance contracts worldwide. Operating under the trade name EMC Insurance Companies, Employers Mutual Casualty Company and one or more of its affiliated companies is licensed in all 50 states and the District of Columbia. For more information, visit www.emcins.com and www.CountonEMC.com.

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EMC INSURANCE COMPANIES JUMPS TO NUMBER 2 IN 40 BEST COMPANIES FOR LEADERS

(December 29, 2016) – For the fourth consecutive year, EMC is listed as one of the best 40 companies for leaders in the January/February 2016 issue of *Chief Executive magazine*. EMC ranks 2nd this year, jumping from 4th in 2015, and remains listed among notable companies including GE, IBM and P&G.

The annual ranking is based on a survey of organizations worldwide conducted by *Chief Executive* in cooperation with Chally Group Worldwide. The companies are scored on the following criteria:

1. Having a formal leadership process in place
2. Commitment of the CEO to leadership development
3. Percent of senior and middle management positions filled by internal candidates
4. Number of companies that report recruiting from the company
5. A shareholder performance metric

LIST OF COMPANIES (TOP 15 OF 40)

1. GENERAL ELECTRICAL
2. **EMC INSURANCE COMPANIES**
3. HITACHI DATA SYSTEMS
4. IBM
5. JOHNSON CONTROLS
6. VF CORPORATION
7. VERIZON COMMUNICATIONS
8. 3M
9. P&G
10. DOW CHEMICALS
11. OWENS CORNING
12. LAFARGEHOLCIM
13. FLUOR
14. WIPRO
15. SOUTHWEST AIRLINES

**Features
of the**

EMC PUBLIC ENTITY PROGRAM

- 1) **Designed Exclusively for Michigan Public Entities**
- 2) **100% of Covered Risk is with Insurance Company – NO POOLING**
- 3) **Non-Assessable**
- 4) **Higher Limits Available Upon Request**
- 5) **Local Loss Control Services Available**
- 6) **Local Claims Service**
- 7) **Underwriting of Risk done in Michigan**
- 8) **EMC – Providing Insurance Products for over 100 years**
- 9) **EMC – Insuring Municipalities for over 40 years**
- 10) **EMC – Over \$4,000,000,000 in assets**
- 11) **EMC – A Proud American Company!**

SERVICE COMPANIES

MARKETING AND SERVICE:

TED HARTLEB AGENCY

5840 King Highway
Kalamazoo, MI 49048
269-385-5911
269-385-3370 (fax)

Your Service Agent is: **Geoffrey G. Lansky**
Your in office Account Manager is: **Rob Koets**

INSURANCE CARRIER:

EMC INSURANCE COMPANY

PO BOX 30546
Lansing, MI 48909
800-292-1320 (toll free)

**Office established in Michigan since 1940*

CLAIMS AND LOSS CONTROL ADMINISTRATION:

EMC INSURANCE COMPANY

PO BOX 30546
Lansing, MI 48909
800-292-1320 (toll free)

LOSS CONTROL SERVICES

As an EMC policyholder, you have preferred access to extensive loss control information and resources. All loss control services are free of charge and include:

- Safety Video Library—Online access to hundreds of safety videos
- Compliance Benchmarking—Receive on-site surveys with reports of potential violations
- Environmental Health Services—Identify workplace risks with recommendations
- Ergonomic Assessments—Assess employee work stations
- Fleet EMC—Learn about defensive driving and DOT regulations
- *Loss Control Insights*—Free monthly online newsletter focused on loss control
- Partnership Services—Develop cost-effective safety solutions
- Review of Safety Programs—Evaluate programs to comply with industry standards
- Safety Talks and Safety Signs—Download hundreds of talks and signs
- Security Consulting—Develop an emergency response plan
- Training Certificates—Create certificates for employees who complete training courses

CLAIMS SERVICES

An insurance claim has a financial and personal impact. That's why our primary goal is to handle your claim as fairly and quickly as possible, regardless of the type or size. Claims services include:

- Weekly workers' compensation meetings to discuss difficult claims and new laws
- Quarterly educational meetings for claims staff
- Adjuster credibility
- Open communication with insureds throughout the claims process
- Reduced medical costs with PPOs, prescription programs and a medical claims review unit
- Chiropractic care, physical/occupational therapy, inpatient and outpatient hospitalization and diagnostic procedure reviews
- Insured, claimant and medical provider contact made within 24 hours of claim receipt
- Experienced nurses, life care planning and input on complex medical issues

ATTORNEY SERVICES

The law firm of Zausmer, August & Caldwell, P.C. provides free advice to EMC municipal clients. Licensed attorney Heidi Hudson will work with you directly and can be reached at 248-851-4111. Heidi has experience with labor and employment law, school law, insurance defense and fraud claims. Free advice is offered on issues such as:

- Litigation
- Employment
- Drafting, interpretation and enforcement of ordinances and charters
- Land use, zoning and permits
- Property acquisitions and conveyances
- Facilitation of public works, including bidding, contracts, construction monitoring and disputes
- Review and preparation of municipal policies
- Open Meetings Act and Freedom of Information Act compliance
- Inter-government and shared service agreements
- Enforcement of construction, fire, property maintenance and other codes

COMPREHENSIVE PUBLIC ENTITY PROPERTY COVERAGE

BLANKET PROPERTY LIMIT	(AGREED AMOUNT)	\$15,645,748
BUSINESS PERSONAL PROPERTY		INCLUDED
PROPERTY IN THE OPEN		INCLUDED
430 PLATES OF GLASS		\$70,229
CO INSURANCE		SUSPENDED
SPECIAL CAUSE OF LOSS		
PROPERTY DEDUCTIBLE		\$1,000
BUSINESS INCOME & EXTRA EXPENSE	(ALS up to)	\$500,000
SEWER BACK UP (per occurrence)		\$100,000
VALUABLE PAPERS AND RECORDS		\$500,000
ACCOUNTS RECEIVABLE (at each premise)		\$250,000
MONEY AND SECURITIES (on and off each premise)		\$10,000

*Schedule of Properties Provided with application and issued with policy

PROPERTY COVERAGE HIGHLIGHTS:

- 1) All signs and fences within 1000 feet of covered property are included in the building limit
- 2) Personal Property within 1000 feet of premises: covered
- 3) Debris Removal: up to an additional **\$250,000.**
- 4) **Ordinance and Law coverage included in building limit**
- 5) Electronic Data and Interruption of Computer Operations : \$100,000 annual aggregate
- 6) Fire Extinguisher System Recharge – unlimited
- 7) Fire Department Service Charge: \$50,000
- 8) Pollutant Cleanup and Removal: \$100,000 annual aggregate
- 9) **Personal Property of Others: \$50,000**
- 10) Cost of Taking Inventory - \$50,000 per occurrence limit
- 11) Direct damage to utility services - \$500,000 sub limit
- 12) Changes or extremes in temperature or humidity - \$15,000 per occurrence
- 13) **Unreported Buildings and Structures - \$15,000(for any one structure)/\$50,000(for any one occurrence)**
- 14) **Appurtenant Buildings and Structures - \$500,000**
- 15) Newly acquired: buildings - **\$2,000,000 limit** **120 days**
- 16) Newly acquired personal - **\$1,000,000 limit** **120 days**
- 17) Personal Effects Limit - \$100,000
- 18) Property in transit - **\$100,000 limit**
- 19) **Outdoor property tree, shrub or plants: \$500,000 total, \$1,000 max per each**
- 20) Arson Reward: \$25,000
- 21) Lock Replacement and Re-Keying - \$25,000
- 22) Legal Liability including personal property: \$250,000
- 23) Fine Arts Limit - \$100,000
- 24) Expediting Expenses - \$100,000
- 25) Non-owned detached trailers on premises: \$15,000
- 26) **Building Foundations and Pilings Limit – up to 10% of building limit not to exceed \$500,000 per occurrence**
- 27) **Underground Fiber Optic Cable – coverage provided at policy limit subject to a \$2,500 deductible**
- 28) **Emergency services commandeered property: \$500,000**

*For additional coverages and exclusions please refer to the coverage document.

OSHTEMO CHARTER TOWNSHIP PROPERTY SCHEDULE

<u>LOCATION 1</u>		<u>7275 W. MAIN STREET</u>	
TOWNSHIP HALL/FIRE DEPT	BUILDING		\$5,127,299
	CONTENTS		\$340,706
PLAYGROUND EQUIPMENT	PROPERTY IN THE OPEN		\$91,492
BENCHES	PROPERTY IN THE OPEN		\$9,997
BASKETBALL HOOP	PROPERTY IN THE OPEN		\$5,513
TENNIS COURT & WIFFLE BALL FENCE, NETS & POSTS	PROPERTY IN THE OPEN		\$25,752
OVERLOOK DECK	PROPERTY IN THE OPEN		\$10,604
NEW PAVILION	PROPERTY IN THE OPEN		\$50,897
ORIENTATION & INTERPRETATIVE SIGNS	PROPERTY IN THE OPEN		\$11,148
PICNIC TABLES	PROPERTY IN THE OPEN		\$21,990
TRASH RECEPTICLES	PROPERTY IN THE OPEN		\$2,424
BIKE RACKS	PROPERTY IN THE OPEN		\$1,820
RESTROOM	BUILDING		\$163,855
STORAGE	BUILDING		\$73,950
PAVILION	PROPERTY IN THE OPEN		\$103,005
DPW GARAGE	BUILDING		\$196,351
PEDESTRIAN BRIDGE/BOARDWALK	PROPERTY IN THE OPEN		\$69,445
<u>LOCATION 2</u>		<u>10 S. 8TH STREET</u>	
OLD TOWN HALL	BUILDING		\$145,490
<u>LOCATION 3</u>		<u>3234 N. 3RD STREET</u>	
GRANGE HALL	BUILDING		\$635,685
	CONTENTS		\$17,035
PLAYGROUND EQUIPMENT/PICNIC TABLES	PROPERTY IN THE OPEN		\$12,885
<u>LOCATION 4</u>		<u>3270 N. 3RD STREET</u>	
FIRE STATION NO. 3	BUILDING		\$245,535
	CONTENTS		\$11,358
<u>LOCATION 5</u>		<u>6407 PARKVIEW AVE</u>	
OSHTEMO COMMUNITY CENTER	BUILDING		\$299,089
	CONTENTS		\$14,764
<u>LOCATION 6</u>		<u>3667 S. 9TH STREET</u>	
RESTROOM	BUILDING		\$65,535
	CONTENTS		\$15,900
PAVILION	PROPERTY IN THE OPEN		\$65,535
PAVILION	PROPERTY IN THE OPEN		\$12,885
SAFETY SURFACE	PROPERTY IN THE OPEN		\$12,885
PLAYGROUND EQUIPMENT	PROPERTY IN THE OPEN		\$87,188
FENCING	PROPERTY IN THE OPEN		\$8,590
PARK BENCHES	PROPERTY IN THE OPEN		\$11,274
GAZEBO	PROPERTY IN THE OPEN		\$18,254
<u>LOCATION 7</u>		<u>3500 S. 6TH STREET</u>	
FIRE STATION NO. 2	BUILDING		\$1,632,307
	CONTENTS		\$124,925
SCBA COMPRESSOR			\$45,906

*For additional coverages and exclusions please refer to the coverage document.

LOCATION 8	927 N. DRAKE ROAD		
DRAKE HOME (MUSEUM)		BUILDING	\$1,833,424
		CONTENTS	\$68,141
LOCATION 9	CR N. 2ND STREET & W. J AVE		
CEMETERY FENCE		PROPERTY IN THE OPEN	\$23,816
LOCATION 10	CR PARKVIEW AVE. & S. 11TH STREET		
CEMETERY FENCE		PROPERTY IN THE OPEN	\$35,216
LOCATION 11	CR S. 1ST STREET & W. KL AVE		
CEMETERY FENCE		PROPERTY IN THE OPEN	\$13,894
LOCATION 12	1796 N 10TH STREET		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 13	1835 S 11TH STREET		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 14	2401 BLUESTONE CIRCLE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 15	3700 OLD SAVANNAH DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 16	4690 OLDE FOREST DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 17	5514 W H AVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 18	6352 W H AVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 19	6375 BUCKHAM WOOD DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 20	6658 W MAIN STREET		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 21	6744 ANDOVER DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 22	6751 TALL OAKS DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 23	7690 STADIUM DRIVE		
LIFT STATION		PROPERTY IN THE OPEN	\$141,312
LOCATION 24	410 N 9TH STREET		
PRESSURE REDUCING STATION		BUILDING	\$312,320

*For additional coverages and exclusions please refer to the coverage document.

<u>LOCATION 25</u>	<u>5277 W KL AVE</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320
<u>LOCATION 26</u>	<u>9132 W KL AVE</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320
<u>LOCATION 27</u>	<u>9501 W MAIN STREET</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320
<u>LOCATION 28</u>	<u>9520 ALMENA DRIVE</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320
<u>LOCATION 29</u>	<u>10639 W MAIN STREET</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320
<u>LOCATION 30</u>	<u>10146 W MAIN STREET</u>		
PRESSURE REDUCING STATION		BUILDING	\$312,320

TOTAL BUILDING	\$12,617,645
TOTAL CONTENTS	\$638,735
TOTAL PROPERTY IN THE OPEN	<u>\$2,389,368</u>
COMBINED TOTAL	\$15,645,748

430 PLATES OF GLASS

\$71,914

*For additional coverages and exclusions please refer to the coverage document.

INLAND MARINE

LIMIT OF SCHEDULED EQUIPMENT	\$1,259,459
LIMIT OF UNSCHEDULED EQUIPMENT	\$475,000
PERSONAL EFFECTS OF FIRE FIGHTERS	\$1,000/FF
PROPERTY IN TRANSIT	\$1,770,459
DEDUCTIBLE	\$1,000

*Any equipment with a replacement cost value over **\$25,000** must be scheduled on the policy.

*Schedule of equipment provided at application and policy issuance.

INLAND MARINE SCHEDULE

1) MISCELLANEOUS TOWNSHIP EQUIPMENT	\$25,000
2) MISCELLANEOUS FIRE DEPARTMENT EQUIPMENT	\$600,000
3) MAKO AIR PAK TANK FILLER SELF CONTAINED	\$46,000
4) 2-BASE RADIO 32 CHANNEL W/ENCODER/TOWER	\$42,000
5) 10-DEFIBRILLATORS AUTOMATIC EXTERNAL	\$28,000
6) 3-SKID UNITS W/PUMP & HOSE	\$23,150
7) 2-JAWS OF LIFE HOLMATRO EXTRICATION EQUIPMENT	\$125,835
8) 6-THERMAL IMAGING CAMERAS EACH@\$12,995	\$77,970
9) 1-RADAR SPEED TRAILER	\$15,000
10) 2009 WESTERN WIDE OUT SNOW PLOW MODEL 51810	\$6,100
11) 2-LEXMARK LASER XS 66 MOWER EACH@\$11,500	\$23,000
12) 2-OPERATOR CONTROLLED LIFT CHUTES EACH@\$255	\$510
13) EZ LIFT BLADE CHANGING LIFT FOR MOWERS	\$400
14) 3-STIHL FS COMMERCIAL LINE TRIMMERS EACH@\$260	\$780
15) STIHL FC110 COMMERCIALSTICK EDGER	\$425
16) EMERGENCY LIGHTING, SIREN, DECALS, TRUCK VAULT AND RADIOS ON YUKONS	\$66,000
17) WESTERN V SNOW PLOW	\$5,295
18) JOHN DEERE 2025R W/CAB AND ATTACHMENTS	\$35,000
19) JOHN DEERE GATOR	\$6,000
20) EXMARK VIKING	\$7,000
21) 54-SCOTT SCBA SETS INCLUDES PACK/2 BOTTLES, MASK, & VOICE AMPLIFIER	\$548,046
22) 3-SCOTT RIT PACKS	\$14,990
23) SPEED TRAILER	\$9,950
24) GRAPHICS EQUIPMENT COPIER	\$16,008
25) 60 SETS OF TURNOUT GEAR	\$198,000

*For additional coverages and exclusions please refer to the coverage document.

ELECTRONIC DATA PROCESSING

HARDWARE	\$409,159
SOFTWARE	\$50,000
PROTECTION AND CONTROL SYSTEMS	INCLUDED
REPRODUCTION EQUIPMENT	INCLUDED
TELECOMMUNICATION EQUIPMENT	INCLUDED
EXTRA EXPENSE	\$50,000
PROPERTY IN TRANSIT	\$459,159
DEDUCTIBLE	\$1,000
EARTH MOVEMENT AND VOLCANIC DEDUCTIBLE	\$5,000
MECHANICAL BREAKDOWN DEDUCTIBLE	\$2,500
ELECTRICAL AND POWER SUPPLY DISTURBANCE DEDUCTIBLE	\$2,500
COVERAGE EXTENTIONS:	
Additional Debris Removal	\$25,000
Electrical and Power Supply Disturbance	COVERED
Emergency Removal (Number of Days)	365
Emergency Removal Expense	\$5,000
Fraud and Deceit	\$5,000
SUPPLEMENTAL COVERAGES:	
Newly Purchased or Leased Hardware	\$500,000
Earthquake	COVERED
Flood	N/A
Incompatible Hardware and Media	\$10,000
Pollutant Cleanup and Removal	\$15,000
Property in Transit	\$20,000
Recharge of Fire Extinguishing Equipment	\$15,000
Software Storage	\$50,000
Virus and Hacking	\$50,000
	any one occurrence
	annual aggregate
	\$150,000

*For additional coverages and exclusions please refer to the coverage document.

DATA COMPROMISE - CYBER LIABILITY

DATA COMPROMISE COVERAGE		
RESPONSE EXPENSES	ANNUAL AGGREGATE	\$50,000
LEGAL REVIEW SUBLIMIT		\$25,000
FORENSIC IT REVIEW SUBLIMIT		\$25,000
NAMED MALWARE SUBLIMIT		\$50,000
PUBLIC RELATIONS SUBLIMIT		\$10,000
REGULATORY FINES AND PENALTIES		\$25,000
PCI FINES AND PENALTIES		\$25,000
	DEDUCTIBLE	\$1,000
DATA COMPROMISE		
DEFENSE AND LIABILITY LIMIT	ANNUAL AGGREGATE	\$50,000
NAMED MALWARE SUBLIMIT		\$50,000
	DEDUCTIBLE	\$1,000
IDENTITY RECOVERY		
IDENTITY RECOVERY LIMIT	ANNUAL AGGREGATE	\$25,000
EXPENSE REIMBURSEMENT	DEDUCTIBLE	\$0
CYBER COVERAGE		
COMPUTER ATTACK	ANNUAL AGGREGATE	\$50,000
LOSS OF BUSINESS SUBLIMIT		\$25,000
PUBLIC RELATIONS SUBLIMIT		\$10,000
CYBER EXTORTION		\$10,000
	DEDUCTIBLE	\$1,000
NETWORK SECURITY DEFENSE AND LIABILITY SUBLIMIT		\$50,000
	DEDUCTIBLE	\$1,000

*For additional coverages and exclusions please refer to the coverage document.

BOILER AND MACHINERY
(MECHANICAL BREAKDOWN COVERAGE)

LIMIT OF INSURANCE	\$15,645,748
DEDUCTIBLE	\$1,000

CRIME COVERAGE

COVERAGE IN ADDITION TO PRIMARY PROPERTY COVERAGE

AT EACH NAMED LOCATION	\$25,000
DEDUCTIBLE	\$250

**Includes Forgery & Alteration, Computer & Funds Transfer Fraud, Money Orders & Counterfeit Money and Mysterious Disappearance.*

BOND COVERAGE

EMPLOYEE BLANKET BOND	(\$1,000 deductible applies)	\$100,000
FAITHFUL PERFORMANCE		INCLUDED

PUBLIC OFFICIALS BONDS

TREASURER	\$25,000
DEPUTY TREASURER	\$15,000
CLERK	\$10,000
DEPUTY CLERK	\$10,000
SUPERVISOR	\$5,000
FAITHFUL PERFORMANCE	INCLUDED

*For additional coverages and exclusions please refer to the coverage document.

COMPREHENSIVE PUBLIC ENTITY AUTO POLICY

LIMIT OF LIABILITY		\$1,000,000
PERSON INJURY PROTECTION		INCLUDED
PROPERTY PROTECTION		INCLUDED
UNINSURED MOTORIST		\$1,000,000
UNDERINSURED MOTORIST		\$1,000,000
PHYSICAL DAMAGE		
	COMPREHENSIVE DEDUCTIBLE	\$1,000
	BROAD FORM COLLISION DEDUCTIBLE	\$1,000
HIRED AND NON OWNED AUTO COVERAGE		INCLUDED
HIRED AUTO PHYSICAL VEHICLE DAMAGE COVERAGE		\$75,000

*schedule of vehicles provided on application and policy

ADDITIONAL COVERAGES

- 1) Towing is provided up to \$100 for private passenger type vehicles
- 2) Towing is provided up to \$500 for all NON private passenger type vehicles**
- 3) Transportation Expense: \$50 per day to maximum of \$1,000
- 4) Waiver of Deductible for Glass Repair
- 5) Fellow Employee exclusion is deleted
- 6) Comprehensive deductible is waived for glass repair, will apply to glass replacement
- 7) Elected Official Vehicle Endorsement: Up to a \$1,000 deductible reimbursement or repair of a Elected Officials personal vehicle if it is involved in an accident and there is physical damage to their vehicle**
- 8) Fire Fighter Personal Auto Physical Damage Coverage: Up to \$4,500 towards the replacement or repair of your personal vehicle if damaged while responding or returning from a covered activity**
- 9) Personal Property of Others: \$250 for "loss" to personal property of others in or on your covered auto
- 10) Freezing Coverage for Fire and Other Emergency Vehicles: exclusion waived
- 11) Designated Value Coverage for scheduled autos: fire and emergency vehicles (see below)**
- 12) Permanently attached equipment included in vehicle value
- 13) Broad Form Property Damage and Liability – Included**
- 14) Extension of coverage to borrowed or rented vehicles due to a loss to a covered vehicle**

**How EMC will settle a physical damage claim for a fire or emergency vehicle utilizing form CA7414.3, which is exclusive to EMC.*

- The cost to repair a covered "auto" or a part or parts of it; or
- The cost to replace a part or parts of the covered "auto" with a part or parts of like kind and quality **without deduction for depreciation**; or
- The cost to replace a covered "auto" with a **new** "auto" of like kind and quality **without deduction for depreciation**; or
- **125%** of amount shown in the schedule of Covered Autos You Own for Stated Amount for that vehicle.

*For additional coverages and exclusions please refer to your policy

OSHTEMO CHARTER TOWNSHIP AUTO SCHEDULE

<u>VEHICLE YEAR/MAKE</u>	<u>TYPE</u>	<u>DESIGNATED VALUE</u>
1) 1994 PIERCE	PUMPER	\$500,000
2) 1999 PIERCE	PUMPER	\$500,000
3) 2008 GMC YUKON XL	FIRE DEPARTMENT - EMS	\$45,000
4) 2008 GMC YUKON XL	FIRE DEPARTMENT – EMS	\$45,000
5) 2008 PIERCE	PUMPER	\$500,000
6) 2010 FORD 4X4 EXPLORER XLT	FIRE DEPARTMENT	\$45,000
7) 2001 PIERCE ECORSE	MED RESCUE	\$225,000
8) 2012 SMEAL	100' AERIAL	\$1,200,000
9) 2015 FORD 4X4 F350	BRUSH RIG	\$45,000
10) 2015 CHEVROLET TAHOE	COMMAND STAFF	\$40,000
11) 2015 JEEF RUBICON	BRUSH RIG	\$45,000
12) 2016 CHEVROLET SILVERADO	TOW VEHICLE	\$45,000
13) 2016 WELLS CARGO TRAILER	WITH EQUIPMENT	\$178,028
14) 2018 CHEVROLET TAHOE 4WD	COMMAND STAFF	\$45,000
15) 2018 ROSENBAUER	QUINT VIPER W/LADDER	\$800,000

**How EMC will settle a physical damage claim for a fire or emergency vehicle utilizing form CA7414.3, which is exclusive to EMC.*

- The cost to repair a covered “auto” or a part or parts of it; or
- The cost to replace a part or parts of the covered “auto” with a part or parts of like kind and quality **without deduction for depreciation**; or
- The cost to replace a covered “auto” with a **new** “auto” of like kind and quality **without deduction for depreciation**; or
- **125%** of amount shown in the schedule of Covered Autos You Own for Stated Amount for that vehicle.

<u>VEHICLE YEAR/MAKE</u>	<u>TYPE</u>	<u>ACTUAL CASH VALUE</u>
1) 2006 CHEVROLET	PICKUP	\$40,205
2) 2006 CHEVROLET	CREW CAB PICKUP	\$42,840
3) 2008 TOYOTA CAMRY	SEDAN	\$18,570
4) 2009 FORD F250	PICK UP	\$35,000
5) 2009 18' DUAL AXLE	TRAILER	\$3,000
6) 2003 HAULMARK	TRAILER	\$3,000
7) 2004 UNITED EXPRESSLINE	TRAILER	\$4,500
8) 2000 6X10 UTILITY	TRAILER	\$850

*For additional coverages and exclusions please refer to your policy

COMPREHENSIVE PUBLIC ENTITY LIABILITY COVERAGE

PER OCCURRENCE LIMIT	\$1,000,000
AGGREGATE LIMIT	\$2,000,000
DEDUCTIBLE	NONE
DAMAGE TO PREMISES RENTED TO YOU	\$300,000
MEDICAL EXPENSE LIMIT	\$5,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EMPLOYEE BENEFIT LIABILITY (\$1,000 deductible)	INCLUDED

- A) Bodily Injury Included (broadened definition)
- B) Personal Injury Included
- C) Property Damage Included

ADDITIONALLY NAMED:

The "Persons Covered" provision of the Comprehensive Public Entity Liability coverage also includes the following while acting "on behalf of" or "in the interest of" the Named Entity.

- 1) Any member of the governing body of the named Entity
- 2) Any member of the board/commission of the named Entity
- 3) Any elected or appointed official of the named Entity
- 4) Any employee of the named Entity
- 5) Any volunteer of the named Entity

ADDITIONALLY INCLUDED:

- 1) Personal injury includes hazard groups:
 - a) Detention, Imprisonment, Malicious Prosecution
 - b) Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy
 - c) A Publication or Utterance of a Libel, Slander or other Defamatory or Disparaging Material
- 2) Contractual Liability – Coverage for the Entity When it Becomes Legally Obligated for Liability Assumed Through an Approved Contractual Agreement
- 3) Advertising Injury Liability – Includes Slogan Infringement
- 4) Host Liquor Liability – Includes Incidental Giving and Serving
- 5) Broad Form Property Damage Liability
- 6) Extended Bodily Injury – bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease
- 7) Incidental Medical Malpractice - Included
- 8) EMT/EMS coverage - Available
- 9) Fellow Employee Exclusion – Deleted
- 10) Special Event Coverage – Available
- 11) **Sewer Backup Liability – Included - \$5,000 per occurrence/\$15,000 annual aggregate**
- 12) Cemetery Professional – Included
- 13) Vicarious Liability – Included
- 14) **Police Professional Liability – Included via contract with Kalamazoo County Sheriff Department**
- 15) Vacant Land – Included
- 16) Real Estate Development Property – Included
- 17) Care, custody and control exclusion waived (will include vehicles)
- 18) **Broad Liability coverage for all electric, gas, sewer and water utility operations**
- 19) Additional Insured – Amtrak Real Estate Department

*For additional coverages and exclusions please refer to your policy

PUBLIC ENTITY UMBRELLA COVERAGE

LIMIT OF COVERAGE	\$10,000,000
AGGREGATE LIMIT	\$10,000,000
SIR	\$0

EXCESS COVERAGE OVER:	GENERAL LIABILITY	INCLUDED
	EMPLOYEE BENEFIT LIABILITY	INCLUDED
	AUTO LIABILITY	INCLUDED
	ERRORS OR OMISSIONS LIABILITY	INCLUDED
	WORKERS COMPENSATION	INCLUDED

WORKERS COMPENSATION

NOT QUOTED AT THIS TIME

*Payrolls provided at application and subject to annual audit

*For additional coverages and exclusions please refer to your policy

RECOMMENDATIONS

- 1) Obtain certificates of Liability and Worker Compensation Insurance from sub contractor's that preform work on your behalf and/or on your premises.
- 2) Annually review higher limits of Liability and may be obtained through written request.
- 3) Aggressively remove ice and snow from walkways and parking lots.
- 4) Complete proper background checks on new hires.
- 5) Run Motor Vehicle Records periodically on all employees who drive on your behalf.
- 6) Annually obtain certificates of insurance from employees who drive on your behalf.
- 7) Difference In Condition (DIC) Policy – consideration for purchase of coverage for many of the common exclusions found in a Standard Property Policy.
- 8) Document any disciplinary action(s) for review with counsel.
- 9) Regular review of Real and Personal Property Values and Schedules.
- 10) Regular inspections of vehicles, equipment, fire suppression systems and electrical services.
- 11) Document all maintenance and inspections.
- 12) Regular update of employment handbooks, policies and procedures.
- 13) Regular update of zoning and ordinance laws.
- 14) Utilize loss control services and establish a time table for implementation.
- 15) Establish a tree maintenance program or if you already have one, review it to be sure that the Authority is documenting, cutting down and/or removing dead trees/limbs from Authority Property.
- 16) Carefully review Business Income and Extra Expense exposures to insure current limits are met with Authority Board approval.
- 17) Review your bonding exposures and limits to insure that your bonds provide adequate protection for your Authority.
- 18) Cyber Liability is a growing area of litigation for municipalities throughout the country. It is a area of liability you should discuss and review to determine if this type of protection should be added to the Authority Insurance Program.

We can provide assistance in helping with many of these recommendations and/or provide options for you based on written request.

SUMMARY OF COVERAGES AND PREMIUM

1) GENERAL LIABILITY	\$13,432
2) ERRORS AND OMISSIONS (Public Official Liability)	\$9,102
3) PROPERTY	\$12,743
4) BOILER AND MACHINERY (Mechanical Breakdown)	INCLUDED
5) CYBER LIABILITY	\$590
6) INLAND MARINE	\$3,751
7) ELECTRONIC DATA PROCESSING	\$998
8) AUTO LIABILITY AND PHYSICAL DAMAGE	\$26,454
9) CRIME COVERAGE (Including Employee Blanket Bond)	\$672
10) PUBLIC OFFICIAL BOND COVERAGE	\$358
11) UMBRELLA	\$13,032

TOTAL PACKAGE PREMIUM **\$81,132**

Optional Coverage:

UMBRELLA

PER OCCURRENCE

\$10,000,000

AGGREGATE

\$10,000,000

PREMIUM

INCLUDED

**Higher limits are available upon request.*

PUBLIC OFFICIAL LIABILITY

MONETARY DAMAGE COVERAGE ZONING

\$500,000

INCLUDED

\$750,000

\$192

\$1,000,000

\$384

LOSS SALARY/FRINGE BENEFIT

\$50,000/\$100,000

INCLUDED

\$75,000/\$150,000

\$192

GENERAL LIABILITY

SEWER BACK UP

OCCURRENCE

\$5,000

AGGREGATE

\$15,000

INCLUDED

\$10,000

\$25,000

\$252

\$25,000

\$50,000

\$504

\$50,000

\$100,000

\$756

\$100,000

\$100,000

\$1,260

GROUP ACCIDENT POLICY

FOR ELECTED OFFICIALS

LAST PAGE

\$10,000

\$336

\$20,000

\$468

\$30,000

\$588

\$40,000

\$714

\$50,000

\$840

OSHTEMO CHARTER TOWNSHIP

Acceptance of Insurance Renewal

Effective Date of Policy: January 1st, 2019

Signature	Title		Date
		TOTAL PACKAGE PREMIUM	\$81,132
		OPTIONAL LIMITS ACCEPTED:	
INITIAL	LIMIT		PREMIUM ADJUSTMENT
_____	GROUP ACCIDENT	\$ _____	\$ _____
_____	MONETARY DAMAGE	\$ _____	\$ _____
_____	UMBRELLA	\$ _____	\$ _____
_____	LOSS SALARY/FRINGE	\$75,000/\$150,000	\$ _____
_____	SEWER BACKUP	\$ _____	\$ _____
_____			\$ _____
_____			\$ _____
_____			\$ _____
		TOTAL ANNUAL PREMIUM:	\$ _____

COMMERCIAL BILLING PLAN

EMC's billing plan offers you **convenience** and **flexibility** in the payment of your insurance premium.

4 Easy Ways to Pay



Electronic Funds Transfer (EFT)

- ▶ Recurring automatic bank account withdrawals
- ▶ No monthly installment fee

Sign up on Policyholder Access, contact your agent or visit www.emcins.com and select **Business > Payment/Billing Options** to find the EFT Authorization Form.



Online

- ▶ Pay by eCheck, credit or debit card
- ▶ Single withdrawal or payment

Visit www.emcins.com and select **Make a Payment**.



By Phone

- ▶ Pay by eCheck, credit or debit card
- ▶ Single withdrawal or payment

Call 855-404-9076 (automated payment service only).



By Mail

- ▶ Pay by check, money order or cashier's check (do not send cash)

Submit your payment using the provided statement and envelope. Allow at least 7 days for your payment to reach our office.

Choose Your Amount

With EMC's flexible payment options, you can pick the amount that works for you:

- ▶ Full account premium
- ▶ Minimum amount due
- ▶ Any amount in between

2 Ways to Save


Avoid monthly installment fees by choosing one of these payment methods:

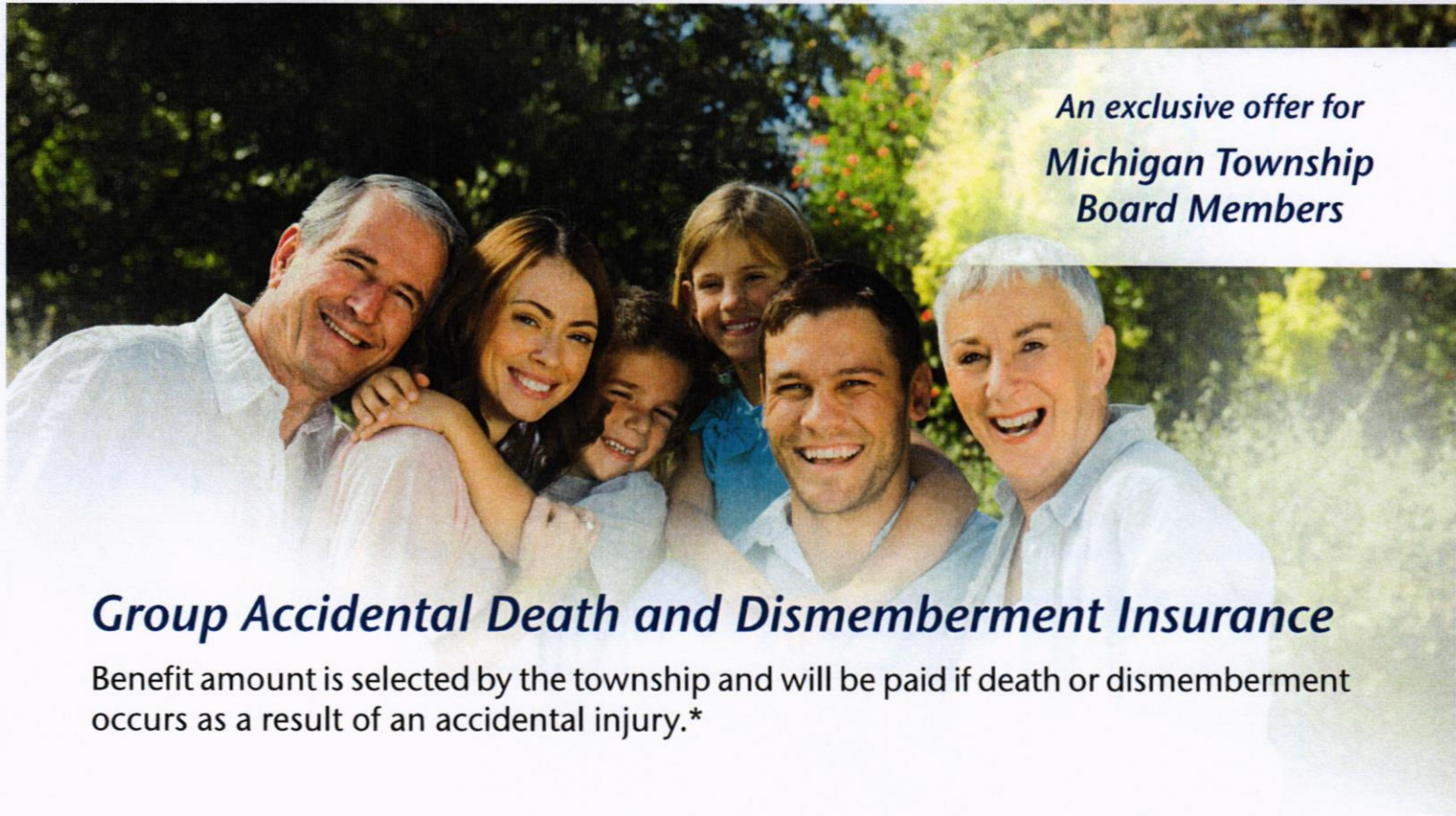
- ▶ Pay your bills with electronic funds transfer (EFT)
- ▶ Pay the account balance in full on the first invoice

If you have questions about EMC's Commercial Billing Plan, contact your insurance agent. Thank you for choosing EMC for your insurance needs.

EMC Insurance Companies

717 Mulberry Street | Des Moines, IA 50309 | 800-447-2295 | 515-280-2511

www.emcins.com | 



*An exclusive offer for
Michigan Township
Board Members*

Group Accidental Death and Dismemberment Insurance

Benefit amount is selected by the township and will be paid if death or dismemberment occurs as a result of an accidental injury.*

Accidental Death and Dismemberment Coverage (AD&D)

In the event of accidental death	
Incident	Benefit levels available
Accidental Death	\$10,000-\$50,000
Common Carrier Accidental Death	Pays double the Accidental Death Benefit Amount

Annual Premium Rates	
Benefit Amount	Premium
\$10,000	\$48.00
\$20,000	\$66.00
\$30,000	\$84.00
\$40,000	\$102.00
\$50,000	\$120.00

Refer to certificate ELP037 MI for schedule of dismemberment benefits, which differ from accidental death.

*Available if Actively-At-Work and between the ages of 18 and 79. (Coverage terminates at age 80 or when no longer eligible, whichever occurs first.)

- *Coverage is Guaranteed Issue - no health questions!*
- *Benefits are payable in addition to any other insurance coverage you may have!*



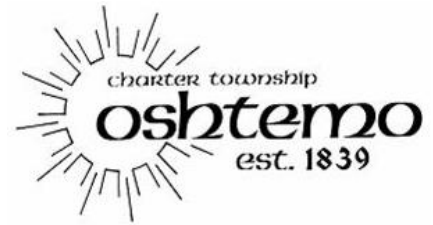
PO Box 9202
Des Moines, IA 50306-9202
800-232-5818
www.EMCNationalLife.com



5840 King HWY
Kalamazoo, MI 49048-5930
269-385-5911
www.HartlebAgency.com

Product underwritten and administered by EMC National Life Company. This provides an overview only of the Group Accidental Death and Dismemberment Insurance product. Please refer to and read policy form ELP036 and certificate form ELP037 MI carefully for all contractual provisions, benefits and limitations.

EMC, flag design and Count on EMC Reg. U.S. Pat. & Tm. Off.
EMK991



Memorandum

Date: November 29, 2018
To: Oshtemo Charter Township Board
From: Marc Elliott, P.E., Director of Public Works
Jamie Baker, Public Works
Subject: Sanitary Sewer Phase 2 Owner/Engineer Agreement

Objective:

Obtain Board approval for Owner/Engineer Agreement with Fleis&Vandenbrink (F&V) for Phase 2 of the USDA sanitary sewer extension project. The Owner/Engineer Agreement authorizes F&V to proceed with full engineering design work for Phase 2 of the Township's planned extension of public sewers into existing neighborhoods.

Discussion:

The Owner/Engineer Agreement is the standard form promulgated by the Engineers Joint Contract Document Committee (EJCDC) of NSPE, ASCE, and ACEC and is the form required by the USDA. The Phase 2 Owner/Engineer Agreement (attached) is nearly identical to the Phase 1 Agreement with the only differences being the cost of the agreement since Phase 2 is nearly 2.5 times larger project than Phase 1. The costs of the Phase 2 Agreement are:

- Preliminary Design Phase - \$495,000
- Final Design Phase - \$365,000
- Bidding and Negotiating Phase - \$13,000
- Construction Phase - \$280,000
- Post-Construction Phase - \$25,000
- Total Cost - \$1,178,000

Attachments:

1. Draft Agreement Between Owner and Engineer for Professional Services for USDA Rural Development Sewer Extension Project Phase 2

**DRAFT AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
P14224**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Charter Township of Oshtemo (“Owner”) and

Fleis & VandenBrink Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Neighborhood Sewer Extensions Phase 2 (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Perform design and construction engineering for a wastewater system extension.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the

Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly

required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement

to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
 38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **(NOT USED)**

- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. **(NOT USED)**
- J. Exhibit J, Special Provisions. **(NOT USED)**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. **RUS Bulletin 1780-26 Exhibit C, RUS Certificate Page**

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify**

that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Charter Township of Oshtemo**

Engineer: **Fleis & VandenBrink Engineering, Inc.**

By: _____
Print name: **Libby Heiny-Cogswell**
Title: **Supervisor**
Date Signed: _____

By: _____
Print name: **Craig Shumaker**
Title: **Vice President, Principal**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

N/A

State of: **Michigan**

Address for Owner's receipt of notices:

**7275 W. Main St.
Kalamazoo, MI 49009**

Address for Engineer's receipt of notices:

**2960 Lucerne Drive, SE
Grand Rapids, MI 49546**

Designated Representative (Paragraph 8.03.A):

Marc Elliott

Title: **Director of Public Works**

Phone Number: **269-375-4260**

E-Mail Address: **melliott@oshtemo.org**

Designated Representative (Paragraph 8.03.A):

Matthew Johnson

Title: **Project Manager**

Phone Number: **269- 532-7396**

E-Mail Address: **mjohnson@fveng.com**

This is **EXHIBIT A**, consisting of [17] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **N/A**
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] [insert specific number] alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" **Level D** as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**

15. Furnish **three** review copies of the Report and any other Study and Report Phase deliverables to Owner within **7** days of the Effective Date and review it with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish **three (3) written** copies and one **(1) electronic copy** of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.~~

Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized,

then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: **Develop basis of design information for neighborhood sewers.**
 10. Furnish **three** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **190** days of authorization to proceed with this phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **three** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **21** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

Exhibit A – Engineer's Services

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revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel, **and Agency** and other advisors, **three** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **140** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **28** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **three** final copies of such documents to Owner within **21** days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
 13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver {add project specific waivers as applicable} apply to this contract.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **three (3)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding RUS Bulletin 1780-35 Page 18 Documents and must be kept in the engineer's project file and on site during construction.
 11. Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during

Exhibit A – Engineer's Services

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the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction*
Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.** Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such

inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility

to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.

- a. **Upon Substantial Completion, the Engineer shall provide a copy of the certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer’s, Contractors’, and Manufacturers’ Certification letters to the Owner and a copy of Contractor’s Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer’s name and location, and product(s) to the Agency.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others above ASCE SOE level D.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. **[Deleted]**.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: Provide information regarding design and construction of existing information, including copies of utility maps, ROW maps, easement maps and descriptions and record drawings

Exhibit B – Owner's Responsibilities

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B.2.02. Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- (b) **Signing** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby **acknowledging** responsibility for compliance with American Iron and Steel requirements.
- (c) **Obtaining** the certification letters from the consulting engineer upon substantial completion of the project and **maintaining** this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, **providing** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures American Iron and Steel products, **including** American Iron and Steel clauses in the procurement contracts and **obtaining** manufacturers' certification letters and **providing** copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$1,178,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0]
b. Preliminary Design Phase	\$[495,000]
c. Final Design Phase	\$[365,000]
d. Bidding and Negotiating Phase	\$[13,000]
e. Construction Phase	\$[280,000]
f. Post-Construction Phase	\$[25,000]
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. ~~In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [Customary reimbursement charges for basic services are included in the lump sum amounts above]~~
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [26] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[690,000] based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [32 weeks of construction] day-of construction inspection.schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly rate for RPR services is \$[N/A] per hour.**

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [April 1st]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **[1.1]**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$124,000 based on services detailed in Exhibit C – Appendix 3.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: trans
 3. portation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 4. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
 5. The Reimbursable Expenses Schedule will be adjusted annually (as of [April 1st]) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

SEE ATTACHED

REIMBURSABLE EXPENSE SCHEDULE

Our standard rates and equipment charges for 2018 are as follows:

OFFICE CHARGES		
Comb Binding		
1/4" – 3/8"	\$1.50 each	
1/2" – 5/8"	\$1.75 each	
3/4" – 1 1/2"	\$2.00 each	
1 3/4" – 2"	\$3.00 each	
Binder (1" – 4")	\$6.50 - \$13.00 each	
Copies		
8.5 x 11"	<u>Black & White</u>	<u>Color</u>
11 x 17"	\$0.10 each	\$0.25 each
	\$0.20 each	\$0.50 each
Fax	\$1.00 each	
CD's	\$1.30 each	
Plotting		
11 x 17"	<u>Black & White</u>	<u>Color</u>
18 x 24"	\$0.20 each	\$5.20 each
24 x 36"	\$0.75 each	
30 x 42"	\$1.50 each	\$20.00 each
36 x 48"	\$2.19 each	\$35.00 each
	\$3.00 each	
Larger	\$4.00 per sft	
Mylar (24 x 36")	\$10.00 each	
FIELD EQUIPMENT CHARGES		
SURVEY & CONSTRUCTION OBSERVATION		
GPS	\$37.50 / hour	
3D Scanner	\$318.18 / day	
Robotic Survey System	\$21.88 / hour	
Staking Supplies	\$10.00 each	
Concrete Testing	\$35.00 / day	
Troxler (Nuclear Density)	\$60.00 / day	
ENGINEERING & ENVIRONMENTAL		
Conductivity Meter	\$15.00 / day	
Disposable Bailers	\$5.50 each	
Dissolved Oxygen (DO) Meter	\$20.00 / day	
Free Product Interface Probe	\$80.00 day	
Hand Auger	\$50.00 / day	
Hermit 3000		
Pump Test	\$2,000 / test	
Slug Test	\$500.00/ day	
Hermit 9000 Tubing	\$0.80 / foot	
Hermit 9000/Low Flow Supplies	\$95.00 / day	
Monson Well Pump	\$75.00 / day	
Nitrile Gloves	\$10.00 / pair	
Ph Meter	\$25.00 / day	
Photoionization Detector (PID)	\$75.00 / day	
Multirate PID & 4 Gas Detector	\$150.00 / day	
Paint Mil Gauge	\$25.00 / day	
Peristaltic Pump	\$50.00 / day	
Power Pack Generator	\$20.00 / day	
ISCO Pump Station Flow Meter	\$20.00 / day	
Free Product Interface Probe	\$80.00 / day	
Rain Gauge	\$3.00/ day	
Sludge Depth Probe	\$20.00 / day	
Solinst Meter (sewer meter)	\$3.25 / day	
Amp/Volt Meter	\$35.00 / day	
Water Level Probe	\$50.00 / day	
Whale Pump	\$50.00 / day	
VEHICLES		
Trucks		
Construction Observation	<u>Light Duty</u>	<u>4x4</u>
Survey	\$0.545 / mile + \$15.00 / day	\$0.62 / mile + \$25.00 / day
	\$0.545 / mile + \$15.00 / day	\$0.62 / mile + \$25.00 / day
Autos & Vans	\$0.545 / mile + \$10.00 / day	
Personal Vehicles	\$0.545 / mile	
Boat	\$200 / day	

Note: All chargeable rates will be bill at 1.1.

This is **Appendix 2 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class VIII	[\$ []/hour
Billing Class VII	[]/hour
Billing Class VI	[]/hour
Billing Class V	[]/hour
Billing Class IV	[]/hour
Billing Class III	[]/hour
Billing Class II	[]/hour
Billing Class I	[]/hour
Non-administrative Support Staff	[]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

SEE ATTACHED

STANDARD HOURLY RATES SCHEDULE



As projects are identified and selected for funding, we propose to provide appropriate project scopes and budgets using the following rates:

Classification	Rate
Sr. Project Manager, Sr. Planner, Principal-In-Charge	\$167 - \$202
Project Manager, Sr. Engineer, Sr. Architect, Sr. Geologist	\$132 - \$167
Project Engineer, Professional Surveyor, Sr. Landscape Architect, Architect	\$118 - \$148
Engineer, Engineer EIT, Geologist, Landscape Architect, Sr. Technician	\$89 - \$118
Survey Crew Chief, Sr. CAD Technician	\$89 - \$118
Technician, CAD Technician, Survey Technician	\$60 - \$104
Project Assistant, Field Assistant	\$60 - \$89

Rates are typically adjusted annually in April.

Classification	Rate
Survey & Construction Observation Equipment	
Leica Global Positioning System (GPS)	\$300 per day
Robotic Survey System	\$175 per day
Troxler (Nuclear Density)	\$60 per day
Concrete Testing	\$35 per day
Vehicles	
Trucks (light duty)	\$15 per day + \$0.54 per mile
Construction Observation / Survey	\$20 per day + \$0.54 per mile
Trucks (4x4)	\$25 per day + \$0.62 per mile
Construction Observation / Survey	\$10 per day + \$0.54 per mile
Autos & Vans	\$10 per day + \$0.54 per mile

We will be happy to provide you with budgets on individual tasks as they arise to assist you with your planning processes. We will utilize a mix of younger and more experienced staff to provide you with the lowest effective billing rate to efficiently and professionally accomplish your projects.

This is **EXHIBIT D**, consisting of **[5]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. **[Deleted].**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[1,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[N/A]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[100,000]
- 2) Bodily injury by Disease, Each Employee \$[500,000]
- 3) Bodily injury/Disease, Aggregate \$[100,000]

c. General Liability --

- 1) General Aggregate: \$[2,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[1,000,000]
- 2) General Aggregate: \$[1,000,000]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[1,000,000]

f. Other (specify):

\$[N/A]

B. Additional Insureds:

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [Fleis & VandenBrink Engineering, Inc.]
Engineer

b. []
Engineer's Consultant

c. []
Engineer's Consultant

d. []
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by mutually agreed upon mediator or mediator service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit C – Appendix 3

NARRATIVE OF ADDITIONAL SERVICES

The following narratives and budgets describe each additional service proposed.

Additional Services by Engineer:

1. Permits:
 - a. Preparation of permit applications and assistance in obtaining permits is anticipated by the Engineer for MDEQ Part 41, MDOT Right-of-way, Soil Erosion and Sedimentation Control, and Road Commission of Kalamazoo County (RCKC) right-of-way permit

Budget: \$10,000

2. Color Coded ROW Maps/Easement
 - a. Provide Oshtemo township with color coded right of way maps and prepare three (3) easement description for lift stations to assist the attorney in meeting the legal requirements.

Budget: \$9,000

3. Line and Grade Construction Survey and Staking:
 - a. In addition to establishing control and benchmarks, the Engineer anticipates detailed construction staking is need. Construction Staking will locate the line, grade, and elevation of proposed improvements for the contractor(s) including sanitary sewer, removal limits, pavement restoration, etc. Sanitary sewer will be staked at each structure, curb and gutter will be staked at 50-foot intervals for straight sections and 25-foot intervals for curves. Roadways will be roughed staked at 100-foot intervals on the center line and second staked at 50-foot intervals on both side of the road.

Budget: \$107,000

4. On-site Testing:
 - a. Engineer anticipates the need for engineering based on-site testing of construction materials to verify conformance with specifications.

Budget: \$24,000

5. O&M Manuals:
 - a. On behalf of the Township, Engineer anticipates the need to coordinate and attend one start up training by equipment manufacturers or contractors for each lift station construction, receive O&M manuals for systems constructed in the project, incorporate product warranty information within the O&M manuals. Provide the City of Kalamazoo with three copies and the Township one copy of the O&M manual.

Budget: \$3,000

6. As-recorded drawings/GIS update.
 - b. Supplement record drawings with completed project information, survey new utilities, and provide the City of Kalamazoo and Oshtemo Township with updated GIS map with the new utilities. Provide the City of Kalamazoo with required as-recorded information per the wastewater agreement.

Budget: \$24,000

Additional Services by Others:

1. Soil Borings:
 - a. Soil borings and geotechnical investigations with report by an independent geotechnical firm are anticipated along the proposed watermain route. Agreement includes up to 1000 ft. of soil boring as part of this project. This information is needed for design and will assist bidders in preparing an accurate bid.

Budget: \$33,000

2. Off-Site Testing:
 - a. Off-site testing of construction materials (soils, asphalt, etc) to verify conformance with specifications that will be completed by an independent testing firm.

Budget: \$72,000

RUS CERTIFICATION PAGEPROJECT NAME: Neighborhood Sewer Extensions Phase #2

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>1,561,000</u>
Resident Project Observation	\$ <u>690,000</u>
Additional Services	\$ <u>282,000</u>
TOTAL:	\$ <u>2,150,000</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Fleis and VandenBrink Engineering, Inc

Engineer	Date
----------	------

Name and Title

Charter Township of Oshtemo

Owner	Date
-------	------

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
-----------------------	------

Name and Title

Memorandum



Date: December 5, 2018
 To: Township Board
 From: Karen High, Parks Director
 Re: Rental Policy Amendment and 2019 Fee Schedule for Parks

OBJECTIVES

Board consideration of a rental policy amendment to allow the general public to rent the Oshtemo Community Center and Grange Hall. Board consideration of a 2019 Fee Schedule for parks.

BACKGROUND

As discussed at the Township Board work session on November 13, 2018, the Parks Committee recommends that the rental policy be amended to allow the general public to rent the Community Center and Grange Hall. The table below shows proposed rental fees for the general public in red. Rental fees for residents are shown in black.

Indoor Facilities*	Weekday (Mon-Thurs)		Weekend (Fri-Sun)	
	6 hours or less	More than 6 hours	6 hours or less	More than 6 hours
*Security deposit and/or key deposit also required.				
Community Center – cost per room				
Resident	\$50	\$75	\$75	\$100
Proposed Non-resident rate	\$100	\$150	\$150	\$200
Grange Hall				
Resident	\$100		\$150	
Proposed Non-resident rate	\$200		\$300	

A proposed increase in rental fees for park pavilions is shown in red in the table below. No other changes are proposed to park rental fees.

Proposed 2019 Fee Schedule for Parks

Park Facilities (Available to residents and the general public)	Weekday (Mon-Thurs)		Weekend (Fri-Sun)	
	Half day (11 am-3 pm or 4 -8 pm)	Full day	Half day (11 am-3 pm or 4 -8 pm)	Full day
Pavilion - Flesher Field or Township Park				
Resident	\$35	\$70	\$50 75	\$100 125
Non-Resident	\$70	\$140	\$100 150	\$200 250
Flesher Field gazebo and garden area (Intended for concerts, ceremonies, weddings, etc. No picnic tables are located in the gazebo and garden area.)				
Resident	\$35	\$70	\$50	\$100
Non-Resident	\$70	\$140	\$100	\$200
Use of Park for a Special Event , such as Walk-a-thon or sports tournament (Flesher Field or Township Park)				
Resident	\$95 with picnic shelter		\$140 with picnic shelter	
	\$35 without picnic shelter		\$50 without picnic shelter	
Non-Resident	\$210 with picnic shelter		\$300 with picnic shelter	
	\$70 without picnic shelter		\$100 without picnic shelter	

TITLE	# / Mtgs.	Members	Dates	Term/End Date
Board of Review	TBD	Fred Gould	March,	12.31.2020
Two Year Term, Start Jan 1, Odd Years		Kitty Gelling	July &	12.31.2020
		Neil Sikora	December	12.31.2020
		Kim Bourner (1st Alternate)		12.31.2020
		Fred Antosz (2nd Alternate)		12.31.2020
		Libby Heiny-Cogswell		
		Kristine Biddle (Staff)		
Corridor Improvement Authority (SoDA)		Galen Rike (Resident)		12.31.2019
5 to 9 members		Cheri Jodoin (Resident)		12.31.2019
Majority with ownership or bus int		Joe Gesmundo, AVB (Developer)		12.31.2020
At least 1 resident (w/in 1/2 mile)		Christine Tooman Morse (County Rep)	<i>(appointed by County per agreemnt)</i>	12.31.2020
Four year term staggered terms		Corey Ashley, Grp. Mktg. Cvcs., (Business Rep)		12.31.2021
		Kelly Bringman, Nottingham Apts. (Mgr)		12.31.2021
		Dennis Patzer, At Large (School Admin)		12.31.2022
		Theresa Spurr, (Spurr Dental)		12.31.2022
		Libby Heiny-Cogswell (TB Liason)		
		Julie Johnston (Staff)		
DDA		Jack Siegel (Interest)	3rd Thurs, every other	12.31.2021
Four Year Terms		Bruce Betzler	month, starting Jan	12.31.2021
		Grant Taylor	@ noon	12.31.2021
		Ethan Sivewright (Resident)		12.31.2020
		Julie Hite (Interest)		12.31.2020
		Dick Skalski		12.31.2020
		Mike Lutke (Interest)	(1 year due to request+ attendance)	12.31.2019
		Themi Corakis (Interest)		12.31.2019
		Rich McDonald (Interest)		12.31.2019
		Ryan Wieber (KPL Rep; Member at Large)		12.31.2022
		Bill Cekola (Interest)		12.31.2022
		Kyle Kirshman (Interest)		12.31.2022
		Libby Heiny-Cogswell (Twp Supervisor)		
		Julie Johnston (Staff)		
Environmental Board		Chad Hughson	As needed	12.31.2020
Three Year Terms		Druba Bhattari		12.31.2019
		Neil Sikora		12.31.2021
Oshtemo Election Commission		Dusty Farmer	1	

TITLE	# / Mtgs.	Members	Dates	Term/End Date
		Deb Everett	As needed	2.21.2017 to 11.20.2020
		Zak Ford		
Friends of the Parks		David Walsh	2nd Wednesday of	12.31.2020
Two Year Term		Bruce Dannenhauer	Jan, Mar, May, Ju, Se, Nov	12.31.2019
		Shari Wykrent	@ 4:30 pm	12.31.2021
		Kathryn Bergeron		12.31.2020
		Dennis Patzer		12.31.2019
		Libby Heiny-Cogswell (TB Liason)		12.31.2020
		Deb Everett (TB Liason)		12.31.2020
IT Board Work Group		Nancy Culp	Board Meeting w/subgroups	
		Zak Ford	Day & Time TBD	
		Grant Taylor	Refer to TB Mtg. Schedule	
		Dusty Farmer		
		Libby Heiny-Cogswell		
		Kenneth Hudok Jr.		
		Richard Burton (Citizen)		
		Fred Antosz (Citizen)		
		Jon Gibson (IT Consultant)		
		Matt Tomczak (Member at Large)		
		Marc Elliott		
		Amanda McMillon		
		Mark Barnes (Staff)		
IT Sub-committees		Zak Ford, Chair		
Social Media		Deb Everett		
		Ben Clark		
		Ken Hudok		
		Grant Taylor		
		Richard Burton		
		Jon Gibson		
		Fred Antosz		
Records Management		Dusty Farmer, Chair		
		Marc Elliott		
		Nancy Culp		
		Libby Heiny-Cogswell		
		Matt Tomczak		
		Richard Burton		

TITLE	# / Mtgs.	Members	Dates	Term/End Date	
		Mark Barnes			
		Greg McComb (as needed)			
		Jon Gibson			
		Jeff Howe			
		Fred Antosz			
		Amanda McMillon			
		Deb Everett			
		Karen High (Staff, as needed)			
Joint Boards Meetings	2	Township Board	3rd Tuesday, 6 pm		
		Zoning Board of Appeals			
		DDA & SoDA			
		Friends of the Parks			
		Julie Johnston (Staff)			
SMBA (Southwest Michigan Building Authority)		Deb Everett			
		Nancy Culp			
KATS Policy (Kalamazoo Area Transportation Study (2 votes)	12	Libby Heiny-Cogswell (Primary)	4th Wed @ 9am (or as scheduled)		
		Dusty Farmer (Alternate)			
KATS Technical (2 votes)	12	Julie Johnston (Staff)	2nd Thursday @ 9:00 a.m.		
		Marc Elliott, (Staff)			
		Jamie Baker (Staff)			
Kalamazoo Regional Water & Wastewater Commission		Libby Heiny-Cogswell, Regional Chair			
		Nancy Culp (Alternate)			
		Jim Porter (Staff)			
Planning Commission	22	Cheri Bell	2nd & 4th Thursday@7pm	12.31.2020	1st term
Three Year Term		Bruce Vanderweele	(typically)(& any special meetings)	12.31.2020	1st term
		Mary Smith		12.31.2020	2nd term
		Micki Maxwell		12.31.2020	1st term
		Ollie Chambers		12.31.2021	1st term
		Ron Commissaris		12.31.2021	1st term
		Dusty Farmer (TB Liason, Ex Officio)			
		Julie Johnston (Staff)			
		Jim Porter (Staff Attorney)			
Public Media Network		Dave Bushouse			
		Grant Taylor (Citizen Rep)			

TITLE	# / Mtgs.	Members	Dates	Term/End Da
Township Board	21	Libby Heiny-Cogswell (Supervisor)		
		Dusty Farmer (Clerk)		
		Nancy Culp (Treasurer)		
		Deb Everett, Trustee		
		Dave Bushouse, Trustee		
		Zak Ford, Trustee		
		Ken Hudok, Trustee		
		Jim Porter (Staff Attorney)		
		Marc Elliott, Public Utilities Dir.		
Zoning Board of Appeals	24	Fred Antosz (Alternate)	4th Tues @ 3 pm	12.31.2019
Three Year Terms		Jim Sterenberg	As needed	12.31.2019
		Anita Smith (To Complete MS's Term)		12.31.2020
		Bruce Vanderweele (PC Liason)		
		Neil Sikora		
		Fred Gould (Alternate)		12.31.2021
		Nancy Culp (TB Liason)		
		Julie Johnston (Staff)		
		Jim Porter (Attorney)		
KCCDA (911 Consolidated Dispatch)		Mark Barnes	Board (Rep from County Fire Chiefs)	

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	# Mtgs	Members	Dates	Term/End Dat
Board & Committee		Libby Heiny-Cogswell	As needed	
Appointments		Nancy Culp		
		Dusty Farmer		
Buildings and Grounds	12	Libby Heiny-Cogswell	Quarterly @ 8:00 a.m.	
		Nancy Culp		
		Rick Everett (Staff)		
		Carl Benson (Resident)		
Capital Improvement (CIC)	4	Dave Bushouse	Quarterly, Jan, Apr, July, Oct	
		Nancy Culp	3rd Tues. @ 1pm	
		Libby Heiny-Cogswell		
		Tim Mallett (Resident)		
		Dick Hertzell (Resident)		
		Bernie Mein		
		Kristine Biddle (Staff)		
		Marc Elliott (Staff)		
Central County Transit Authority (CCTA)		Dusty Farmer	2nd Monday @ 11:30am	
"Listening Post" (Co-Hosts COG & Chamber of Commerce)		Dusty Farmer (Primary)	Bi-monthly	n/a
		Open to Entire Board	4th Friday, 8am - 9am	
Kalamazoo Brownfield Authority		Julie Johnston (Staff)	4th Thursday of each Month @ 4:00pm	NA
Kalamazoo County Transit Authority	12	Dusty Farmer, Attendee	2nd & 4th Monday, 5:30 p.m.	
HR (Human Resources)	6	Dusty Farmer	Bi-monthly (Jan, Mar, May, July, Sept, Nov)	
Work Group		Libby Heiny-Cogswell	2nd Thursday @ 8:30 a.m.	
		Deb Everett		
		Ben Clark (Office Staff Representative)		
		John Godush (24 Hour Fire Representative)		
		Ed Hellwege (HR Specialist)		
Board Group		Libby Heiny-Cogswell	As needed	
		Dusty Farmer		
		Deb Everett		
Metro Transit (City)/		Dusty Farmer	3rd Wed, bi-monthly, 2:30 pm	
Local Advisory Committee (LAC)			Jan, Mar, May, Ju, Se, Nov	

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	# Mtgs	Members	Dates	Term/End Dat
Parks	12	Deb Everett	3rd Thursday @ 7:30 a.m.	
		Libby Heiny-Cogswell		
		Cheri Bell (Resident)		
		Paul Sotherland (At Large)		
		Karen High (Staff)		
Police		Libby Heiny-Cogswell	Quarterly as needed	
		Deb Everett		
		Zak Ford		
		Mark Barnes (Staff Fire Chief)		
		Jack Shepperly (Staff Police Specialist)		
		Jim Sterenberg (Resident)		
		Malcolm Blair (Resident)		
		Jim Taylor (Resident)		
		Nick Pollich (MSP-Primary, Resident)		
		Ed Hellwege (Staff HR)		
		Jim Porter (Staff Attorney)		
Safety		Mark Barnes (Staff)	As needed	
		Kristine Biddle (Staff)		
		Ed Hellwege		
		Linda Ignasiak (Staff)		
Wellhead Protection Team		Jamie Baker (Staff)	Quarterly (approximately)	
Government Efficiency- Exploring	Weekly	Ed Hellwege (Staff HR Specialist)		
Options for Oshtemo Township		Deb Everett (Trustee)		
Ad Hoc Committee		Jim Porter (Staff Attorney)		
		Libby Heiny-Cogswell (Supervisor)		
		Peter Haeffner (CPA)		
		(Two Citizens) TBD		
		Public Administration Specialist (WMU Public Amin or MSU Local Government Center)		
		Marc Elliott (Staff Public Works)		
		Julie Johnston (Staff Planning Director)		
Government Efficiency - Review/Dialogue	Periodic	Township Board; Citizen Group (approx 10/TBD); Public		

**APPOINTMENTS OF ACCOUNTING,
AUDITING, CIVIL ENGINEERING &
TRAFFIC ENGINEERING CONSULTANTS**

2019

Accounting
Siegfried, Crandall P.C.

Auditing
SeberTans, PLC

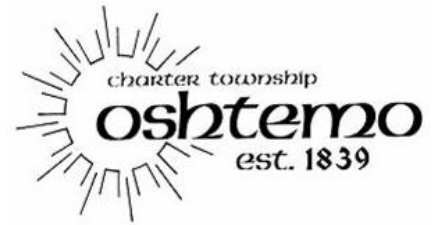
Civil Engineering (Primary)
Prein & Newhof

Civil Engineering (Secondary)*
Williams & Works

Traffic Engineering
Midwestern Consulting LLC
(James Valents, PE)

IT
Siegfried, Crandall P.C.

*For any review effort or project in which the Township is involved, the engineering consultant for any applicant or outside government entity shall be a different engineering company than the township civil engineering consultant.



Memorandum

Date: December 3, 2018
To: Oshtemo Charter Township Board
From: Marc Elliott, P.E., Director of Public Works
Jamie Baker, Public Works
Subject: Amended 2019 Fees for Public Water (with comment on other department fees)

Objective:

Board adoption of motion to provide 2019 fee adjustments for public water connections.

Discussion:

The Public Works Department is required to annually review the public water connection fees and recommend changes as appropriate. The sewer and water connection fees were last updated in January 2018.

On October 16, 2018 the Capital Improvements Committee (CIC) of Oshtemo Township discussed water fee changes for 2019. Staff with Oshtemo's engineering consultant, Prein&Newhof, presented an evaluation of fee adjustments. The proposed changes were based on actual construction costs for water extension projects in the Kalamazoo area outside of Oshtemo because Oshtemo did not complete any water extension projects in 2018. The adjustments recommended were endorsed by CIC members.

At the Board's November 13, 2018 work session members discussed the above recommendations for both public water and public sewer. At this meeting the Board elected to defer consideration of 2019 fee adjustments for public sewer until the large, USDA financed sewer project has been bid and actual costs are well defined (expected March 2019). Furthermore, at the September 11th regular meeting the Board did adopt the Complete Streets Policy. The Board also amended Ordinance 468 – Non-motorized Facilities & Sidewalk Ordinance in conjunction with these policy changes. By these actions the Board established new (2019) policies for assessing fees and costs for road and non-motorized facilities.

Attachments:

Board Motion with attached Amended and Restated Water Connection Fees (2019) which captures the Board's work session discussions to:

- Revise the front foot fee from \$40.00 per foot to \$50.00 per foot.
- Revise the lineal foot fee from \$65.00 per foot to \$70.00 per foot.
- Revised curb stop installation fee section. City provided curb stops and water service lines will be assessed per the City of Kalamazoo fee schedule. Should Oshtemo need to provide curb stops, the revised cost-averaged fee shall be assessed at \$2,700. (See Board action on October 23, 2018 to approve contract offer of SWT to perform this service. The SWT contract is currently suspended in anticipation of the City's intent to take over this work, effective January 1, 2019.)
- Revise the water benefit fee from \$625.00 per benefit unit to \$750.00 per benefit unit.

CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

MOTION TO APPROVE
AMENDED AND RESTATED WATER CONNECTION FEES

December 11, 2018

WHEREAS, the Charter Township of Oshtemo has heretofore adopted the Public Water Service Ordinance, being Ordinance No. 508; and

WHEREAS, pursuant to Sections 2, 4 and 5 of said Ordinance, the Township Board is required to establish appropriate fees for public water main connections, private water main connections, user fees and other charges, from time to time, to reflect the changes in construction costs and to maintain a uniformity between current projects and special assessment districts; and

WHEREAS, it is the desire of the Township Board to treat all persons similarly benefitted and similarly situated in an equal manner with respect to water service charges.

NOW, THEREFORE, until further modification by the Township Board, water connection fees and construction charges within the Charter Township of Oshtemo shall be as follows.

Motion made by _____, seconded by _____ to adopt the foregoing Amended and Restated Water Connection Fees.

The following voted "Aye":

The following voted "Nay":

The following "Abstained":

The following members were absent:

The Supervisor declared that the Motion carried, and duly adopted.

Dusty Farmer, Clerk
Oshtemo Charter Township

* * * * *

CERTIFICATE

I, Dusty Farmer, the duly elected and acting Clerk of the Charter Township of Oshtemo, hereby certify that the foregoing Motion to Approve the Amended and Restated Water Connections Fees was adopted by the Township Board of said Charter Township at a regular meeting of said Board held on December 11, 2018, at which meeting a quorum was present, and the Motion was approved and ordered to take effect on January 1, 2019.

Dusty Farmer, Township Clerk
Oshtemo Charter Township

CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

AMENDED AND RESTATED WATER CONNECTION FEES

EFFECTIVE: JANUARY 1, ~~2016~~2019

I.

CONNECTION FEES

A. Pubic Water Main Connection and Benefit Fees.

1. All property connecting to a public water main shall pay a water main connection Fee unless the property has been assessed as part of a water main special assessment district or is part of a development wherein the developer paid the full cost of water main installation, in which case, there shall be no water main connection fee charged.
2. The public water main connection fee is to be calculated as follows:
 - a. Assessable front foot \$~~4050~~.00
 - b. Lineal foot (measured along center line of main) \$~~6570~~.00
 - c. Boring under existing road, additional hydrant to existing main, topsoil, and surface restoration as required Actual Cost + 15%
 - d. Assessable frontage and lineal foot charges shall only be collected for the first 200 feet* for private single and two-family residential properties with only one residential building thereon.

* New parcels, lots or building sites which are split from property already connected to the public water system shall pay the fees as set forth above, except to the extent that a portion of the new lot, parcel or building site front footage or lineal footage was part of the first 200 feet for which the front foot or lineal foot charge has already been levied and paid.

All commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.

- e. All property connecting to a public water main shall also pay a Benefit Fee unless the property was assessed as part of a special assessment district, in which case, the subject property shall be entitled to a credit for one benefit fee. Any additional benefit unit charges shall be calculated and paid in accordance with Section V.
3. The assessable front foot connection charge shall apply when a property borders the water main right-of-way, and the lineal foot charge shall apply when the water main right-of-way is located in the interior of a parcel.
4. Installment payment mortgage agreements shall not exceed 20 years to be charged at the rate of interest equal to prime rate as of January 1 of the current year plus 1%, not to exceed the maximum rate allowed by law.
5. Hydrants shall be placed at intervals of approximately 1,000 feet on all new installation as determined by the Township Engineer. All hydrants are subject to review and approval of the Township Fire Department and may be required at intervals less than 1,000 feet.

B. Water Service Connections and Connection Fees.

On January 1, 2019, the work to install residential water main taps and curb stop valves is planned to transition from Oshtemo to the City of Kalamazoo. Fees and scope of water connection work are dependent upon policies established separately by the City of Kalamazoo (utility service provider) and Oshtemo Township. When an application for water service is received, Oshtemo shall identify the necessary ~~service.~~ In rare circumstances, the Township's agent for operation and maintenance (City of Kalamazoo) will require that the City Utility Department does the work. installation service and the organization responsible for providing the water service. For non-residential or non-standard service sizes the City may allow the developer's contractor to complete the service at a private cost under the City's oversight. If required, an agreement between the City of Kalamazoo and the customer will be necessary to initiate this work. When the above described transition is not completed and Township does a portion of the work, the fee for the work by Oshtemo is described herein. In some circumstances all if provided, Oshtemo's work can be completed by is limited to the owner's private contractor. public right of way. The remaining service line

extent shall be privately installed with oversight by the City of Kalamazoo. All private contractors require pre-approval by the Township or its agent ~~for operation and maintenance,~~ the City of Kalamazoo. The following connections service line installation fees are established by Oshtemo:

1. The service connection is that pipe from the public water distribution main that delivers water to the curb stop which, in turn, delivers water to the property being serviced. The customer pays for the installation of this service based upon size unless the same was previously installed by the Developer. In the event that the Township has previously installed the curb-stop, or one will need be installed ~~by the Township at the customer's request,~~ the charge for a standard connection is as follows:
 - a. 1¼" tap with installation of line and curb box ~~\$1~~ installed by Oshtemo or its construction agent - \$2,700.00.
 - b. 1¼" tap to existing line and curb box previously installed by Oshtemo Township - \$1,515.00.
 - c. 1¼" tap with installation of line and curb box installed by City of Kalamazoo or its contractors – see City of Kalamazoo fee schedule.
 - c. Special services, 2" – Contact City of Kalamazoo
2. Upon payment of Fees to the Township, the water service applicant (owner) shall be issued a Permit by Oshtemo to receive public water service. This Permit will need to be presented to the City of Kalamazoo in order to establish a service billing account and initiate the water service installation/inspection.
3. The water customer (private owner) is responsible for paying the City of Kalamazoo construction inspection fees. This fee is currently \$350.00 for a residential service, but is subject to the City of Kalamazoo's fee schedule. The work observed by the Township's agent for operation and maintenance includes the water main tap, the curb-stop valve installation, and installation of the service line from the curb box to the water meter.
4. Once Oshtemo and City fees are paid, the property owner or owner's contractor will need to initiate work coordination and scheduling. All inspections will need to be scheduled by the Township's agent for operation and maintenance, as will the Township's construction participation – if a portion of work is to be completed by the Township. Oshtemo's construction ~~if known, the agent~~ ~~(if participating in/contractor~~

that will be completing the work) will be identified in conjunction with the Township's issuance of a Permit to connect to the water utility.

5. Ditches will be left in reasonable condition: Any exceptional lawn work is the owner's responsibility. Extra charges for winter construction may be added when the service is installed at the customer's insistence at times and places when the frost is over 12" thick. Emergency connectors to be made in less than 48 hours may also result in extra charges.

II.

USER FEES

- A. Monthly or quarterly user fees shall be billed to each customer connected to the Oshtemo Township water system as provided in the Water Service Agreement between Oshtemo Charter Township and the City of Kalamazoo dated February 8, 1965.

III.

BENEFIT UNIT CHARGES

- A. Benefit Unit Charges. Each benefit unit charge shall be \$625750.00 and the number of benefit units to be charged for each connection shall be determined by the following Benefit Unit Schedule:

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer - New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall

Auto Wash (Mechanical - over 10 gallons per car - recycled)	5.00	Per stall or production line including approach and drying area
Auto Wash (Mechanical - over 10 gallons per car - not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities - recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities - trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet
Clinic (medical or dental)	1.00	Per premise plus 0.5 per exam room
Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom

Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet
Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)		Based on metered flow
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit

Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule
Multiple-family residence		
Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence - other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities - no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities - with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet

Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet
Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet
School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels

Warehouse and storage	0.2	Per 1,000 square feet
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- B. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.
- C. In no event shall a connected use or activity be charged less than one (1) benefit unit.
- D. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
- E. All prior resolutions are hereby repealed.

IV.

REGULATIONS APPLYING TO SERVICE CONNECTIONS

- A. SERVICE APPLICATIONS: Applications for service are taken at the Township offices at 7275 West Main Street, Kalamazoo, Michigan.
- B. PAYMENT: All service installation charges will be paid in advance. Customers requesting special services, 2" and above, are required to apply at the City of Kalamazoo Water Department, 415 Stockbridge Avenue.
- C. INSTALLATION AND MAINTENANCE: All service installations and maintenance are under the control of the Township or its designated representatives, at the request of the property owner or his authorized representative. However, any changes to the site or building subsequent to the installation which hamper the operation or maintenance of their service, shall be rectified at the expense of the owner; the Township is not liable for any resultant damage. No buildings or structures are permitted on top of the service.
- D. SERVICE AND METER LOCATIONS: The location of the service and meter is subject to the approval of the water utility. ALL SERVICE INSTALLATIONS MUST MEET THE DESIGN REQUIREMENTS OF THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF KALAMAZOO.
- E. PLUMBING CONNECTIONS: The water utility will supervise work on the water service ends at the valve on the discharge side of the meter. Future

maintenance is the responsibility of the customer. If you have a well or jet-operated sump, THAT MUST BE DISCONNECTED AND REMAIN PHYSICALLY SEPARATE FROM THE WATER SERVICE. ABSOLUTELY NO "CROSS CONNECTION" CAN BE MADE TO THE SYSTEM.

- F. SYSTEM PRESSURE: During the time of installation, the distribution system pressure will be checked. If the distribution system pressure exceeds the International Plumbing Code Standard of 80 PSI, a red tag will be attached to the meter. THE CUSTOMER IS RESPONSIBLE FOR INSTALLING A PRESSURE REDUCING VALVE AT THE DISCHARGE SIDE OF METER.

V.

DEVELOPER CONSTRUCTION CONTRACT / WATER MAIN EXTENSION AGREEMENT

- A. A developer may contract with the Township to extend a public water main to and through a property subject to the following requirements:
1. The design of the water main extension including hydrant placement, roadway borings, topsoil and surface restoration must be in accordance with the current Township standards and approved by the Township Engineer. Generally, construction will be undertaken by or under the control of the Township (water main extension agreement). If, however, pursuant to the approval and authorization of the Supervisor, construction is undertaken by the developer (developer construction contract), then all construction must be inspected and approved by the Township Engineer and/or City of Kalamazoo prior to any use of the system addition.
 2. All construction and related costs including administrative fees shall be paid by the developer and deposited with the Township prior to commencement of construction. Said costs shall be calculated at the lineal foot rate for new water main. In the event the Township has authorized the developer to undertake the construction, 7% of the costs shall be paid to the Township.
 3. The Township will collect from property owners for all property outside the development connecting to the water main extension the appropriate connection fee, and pursuant to a written agreement with the developer, will refund to the developer during the next ensuing 10-year period following completion of construction, 80% of the assessable front foot fee. The amount of the refund, however, shall in no case exceed the total construction cost.

- B. All water main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property.

VI.

ANNUAL REVIEW

These fees are to be reviewed annually.

L:\Kathy\OSHTEMO TOWNSHIP\MOTIONS BY TOWNSHIP BOARD\WATER CONNECTION FEES\Amended and Restated
Water Connection Fees January 1, 2016.doc

**CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN**

AMENDED AND RESTATED WATER CONNECTION FEES

EFFECTIVE: JANUARY 1, 2019

I.

CONNECTION FEES

A. Public Water Main Connection and Benefit Fees.

1. All property connecting to a public water main shall pay a water main connection Fee unless the property has been assessed as part of a water main special assessment district or is part of a development wherein the developer paid the full cost of water main installation, in which case, there shall be no water main connection fee charged.
2. The public water main connection fee is to be calculated as follows:
 - a. Assessable front foot \$50.00
 - b. Lineal foot (measured along center line of main) \$70.00
 - c. Boring under existing road, additional hydrant to existing main, topsoil, and surface restoration as required Actual Cost + 15%
 - d. Assessable frontage and lineal foot charges shall only be collected for the first 200 feet* for private single and two-family residential properties with only one residential building thereon.

* New parcels, lots or building sites which are split from property already connected to the public water system shall pay the fees as set forth above, except to the extent that a portion of the new lot, parcel or building site front footage or lineal footage was part of the first 200 feet for which the front foot or lineal foot charge has already been levied and paid.

All commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.

- e. All property connecting to a public water main shall also pay a Benefit Fee unless the property was assessed as part of a special assessment district, in which case, the subject property shall be entitled to a credit for one benefit fee. Any additional benefit unit charges shall be calculated and paid in accordance with Section V.
- 3. The assessable front foot connection charge shall apply when a property borders the water main right-of-way, and the lineal foot charge shall apply when the water main right-of-way is located in the interior of a parcel.
- 4. Installment payment mortgage agreements shall not exceed 20 years to be charged at the rate of interest equal to prime rate as of January 1 of the current year plus 1%, not to exceed the maximum rate allowed by law.
- 5. Hydrants shall be placed at intervals of approximately 1,000 feet on all new installation as determined by the Township Engineer. All hydrants are subject to review and approval of the Township Fire Department and may be required at intervals less than 1,000 feet.

B. Water Service Connections and Connection Fees.

On January 1, 2019, the work to install residential water main taps and curb stop valves is planned to transition from Oshtemo to the City of Kalamazoo. Fees and scope of water connection work are dependent upon policies established separately by the City of Kalamazoo (utility service provider) and Oshtemo Township. When an application for water service is received, Oshtemo shall identify the necessary installation service and the organization responsible for providing the water service. For non-residential or non-standard service sizes the City may allow the developer's contractor to complete the service at a private cost under the City's oversight. If required, an agreement between the City of Kalamazoo and the customer will be necessary to initiate this work. If the above described transition is not completed and Township does a portion of the work, the fee for the work by Oshtemo is described herein. If provided, Oshtemo's work is limited to the public right of way. The remaining service line extent shall be privately installed with oversight by the City of Kalamazoo. All private contractors require pre-approval by the Township or its agent, the City of

Kalamazoo. The following service line installation fees are established by Oshtemo:

1. The service connection is that pipe from the public water distribution main that delivers water to the curb stop which, in turn, delivers water to the property being serviced. The customer pays for the installation of this service based upon size unless the same was previously installed by the Developer. In the event that the Township has previously installed the curb-stop, or one will need be installed, the charge for a standard connection is as follows:
 - a. 1¼" tap with installation of line and curb box installed by Oshtemo or its construction agent - \$2,700.00.
 - b. 1¼" tap to existing line and curb box previously installed by Oshtemo Township - \$1,515.00.
 - c. 1¼" tap with installation of line and curb box installed by City of Kalamazoo or its contractors – see City of Kalamazoo fee schedule.
 - c. Special services, 2" – Contact City of Kalamazoo
2. Upon payment of Fees to the Township, the water service applicant (owner) shall be issued a Permit by Oshtemo to receive public water service. This Permit will need to be presented to the City of Kalamazoo in order to establish a service billing account and initiate the water service installation/inspection.
3. The water customer (private owner) is responsible for paying the City of Kalamazoo construction inspection fees. This fee is currently \$350.00 for a residential service, but is subject to the City of Kalamazoo's fee schedule. The work observed by the Township's agent for operation and maintenance includes the water main tap, the curb-stop valve installation, and installation of the service line from the curb box to the water meter.
4. Once Oshtemo and City fees are paid, the property owner or owner's contractor will need to initiate work coordination and scheduling. All inspections will need to be scheduled by the Township's agent for operation and maintenance, as will the Township's construction participation – if a portion of work is to be completed by the Township. If known, the agent/contractor that will be completing the work will be identified in conjunction with the Township's issuance of a Permit to connect to the water utility.

5. Ditches will be left in reasonable condition: Any exceptional lawn work is the owner's responsibility. Extra charges for winter construction may be added when the service is installed at the customer's insistence at times and places when the frost is over 12" thick. Emergency connectors to be made in less than 48 hours may also result in extra charges.

II.

USER FEES

- A. Monthly or quarterly user fees shall be billed to each customer connected to the Oshtemo Township water system as provided in the Water Service Agreement between Oshtemo Charter Township and the City of Kalamazoo dated February 8, 1965.

III.

BENEFIT UNIT CHARGES

- A. Benefit Unit Charges. Each benefit unit charge shall be \$750.00 and the number of benefit units to be charged for each connection shall be determined by the following Benefit Unit Schedule:

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer - New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall
Auto Wash (Mechanical - over 10 gallons per car - recycled)	5.00	Per stall or production line including approach and drying area

Auto Wash (Mechanical - over 10 gallons per car - not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities - recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities - trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet
Clinic (medical or dental)	1.00	Per premise plus 0.5 per exam room
Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom
Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet

Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)		Based on metered flow
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit
Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule

Multiple-family residence		
Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence - other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities - no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities - with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet
Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas

Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet
Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet
School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels
Warehouse and storage	0.2	Per 1,000 square feet

- B. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.

- C. In no event shall a connected use or activity be charged less than one (1) benefit unit.
- D. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
- E. All prior resolutions are hereby repealed.

IV.

REGULATIONS APPLYING TO SERVICE CONNECTIONS

- A. SERVICE APPLICATIONS: Applications for service are taken at the Township offices at 7275 West Main Street, Kalamazoo, Michigan.
- B. PAYMENT: All service installation charges will be paid in advance. Customers requesting special services, 2" and above, are required to apply at the City of Kalamazoo Water Department, 415 Stockbridge Avenue.
- C. INSTALLATION AND MAINTENANCE: All service installations and maintenance are under the control of the Township or its designated representatives, at the request of the property owner or his authorized representative. However, any changes to the site or building subsequent to the installation which hamper the operation or maintenance of their service, shall be rectified at the expense of the owner; the Township is not liable for any resultant damage. No buildings or structures are permitted on top of the service.
- D. SERVICE AND METER LOCATIONS: The location of the service and meter is subject to the approval of the water utility. ALL SERVICE INSTALLATIONS MUST MEET THE DESIGN REQUIREMENTS OF THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF KALAMAZOO.
- E. PLUMBING CONNECTIONS: The water utility will supervise work on the water service ends at the valve on the discharge side of the meter. Future maintenance is the responsibility of the customer. If you have a well or jet-operated sump, THAT MUST BE DISCONNECTED AND REMAIN PHYSICALLY SEPARATE FROM THE WATER SERVICE. ABSOLUTELY NO "CROSS CONNECTION" CAN BE MADE TO THE SYSTEM.
- F. SYSTEM PRESSURE: During the time of installation, the distribution system pressure will be checked. If the distribution system pressure exceeds the International Plumbing Code Standard of 80 PSI, a red tag will be attached to the meter. THE CUSTOMER IS RESPONSIBLE FOR INSTALLING A PRESSURE REDUCING VALVE AT THE DISCHARGE SIDE OF METER.

V.

DEVELOPER CONSTRUCTION CONTRACT / WATER MAIN
EXTENSION AGREEMENT

- A. A developer may contract with the Township to extend a public water main to and through a property subject to the following requirements:
1. The design of the water main extension including hydrant placement, roadway borings, topsoil and surface restoration must be in accordance with the current Township standards and approved by the Township Engineer. Generally, construction will be undertaken by or under the control of the Township (water main extension agreement). If, however, pursuant to the approval and authorization of the Supervisor, construction is undertaken by the developer (developer construction contract), then all construction must be inspected and approved by the Township Engineer and/or City of Kalamazoo prior to any use of the system addition.
 2. All construction and related costs including administrative fees shall be paid by the developer and deposited with the Township prior to commencement of construction. Said costs shall be calculated at the lineal foot rate for new water main. In the event the Township has authorized the developer to undertake the construction, 7% of the costs shall be paid to the Township.
 3. The Township will collect from property owners for all property outside the development connecting to the water main extension the appropriate connection fee, and pursuant to a written agreement with the developer, will refund to the developer during the next ensuing 10-year period following completion of construction, 80% of the assessable front foot fee. The amount of the refund, however, shall in no case exceed the total construction cost.
- B. All water main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property.

VI.

ANNUAL REVIEW

These fees are to be reviewed annually.

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Date: November 26, 2018
Mtg. Date: December 11, 2018
Subject: Rezoning Request for 5831 Stadium Drive

OBJECTIVE

Second and final reading of a request from Scott Mursch, representing the Francis Mursch Trust, to rezone approximately 0.82 acres located at 5831 Stadium Drive from the R-2: Residence District to the R-3: Residence District. Parcel number: 3905-25-324-140.

FIRST READING

First reading was held by the Township Board on November 13, 2018. No members of the public spoke against the application. One resident asked for clarification on the difference between the R-2 and R-3 Districts. The Township Board unanimously voted to approve first reading and set second reading.

BACKGROUND

The subject property is currently zoned R-2: Residence District and is located at the southwest corner of Stadium Drive and Plainview Street, within the Plainview Plat. The requested change is to the R-3: Residence District, which allows some nonresidential uses like office, banks and financial institutions, and child care centers. The request is to provide more zoning versatility for a property located along Stadium Drive, where office, commercial, and retail uses are located.

Rezoning Considerations

The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that the Township must consider when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. These considerations are as follows:

1. Master Plan Designation

The Future Land Use Map indicates Transitional Office for the property in question. The Transitional Office District specifies the following:

“There are several areas in the Township that could benefit from a district that serves as a buffer between existing commercial uses and/or transportation networks and adjacent residential uses. The use of a Transitional Office District is intended to mitigate the compatibility issues that often arise between higher intensity development and residential uses.

Development envisioned for the Transitional Office District include primarily office and institutional uses. Office uses include financial institutions, professional service firms, medical facilities, and personal service establishments. This category may include buildings occupied by single professional business or a larger multi-tenant office building. Institutional uses include churches, schools, daycare centers, libraries, post offices and other public buildings, and public recreation. The District would also include medium density residential uses, such as duplexes and senior-oriented complexes.”

The properties on the south side of Stadium Drive are all future land use planned for Transitional Office in this area. To the north of Stadium Drive is the General Commercial District, which is intended to serve both residents of Oshtemo, as well as a larger regional market. Uses like big box retail, shopping centers, and auto-oriented uses are permitted.

Currently, the Township does not have a Transitional Office zoning district. However, the R-3 District is the closest approximation to this Future Land Use Category. The R-3 District allows both residential and office uses, including the conversion of single-family residential to office uses.

2. Consistency of the Zoning Classification in the General Area

As stated, the property in question is zoned R-2: Residence District, as is the majority of the Plainview Plat. However, the lot at the southeast corner of Stadium Drive and Plainview Street is zoned the R-3 District. On the south side of Stadium Drive at this location is a mix of R-2, R-3, and R-4 zoning. The properties to the immediate west of the subject site are zoned R-4, which allows multi-family development. On the north side of Stadium Drive is the C: Local Business District.

The request for R-3 zoning for this lot could be seen as a buffer or “transition” from the single-family homes to the south and the significant right-of-way for Stadium Drive. In addition, it is consistent with the zoning trend in this area, which is predominantly R-3 and R-4 zoning along the south side of Stadium Drive.

3. Consistency and Compatibility with General Land Use Patterns in the Area

The dominate land use pattern along the south side of Stadium Drive in this area is a mix of office and multi-family development. The Plainview Plat is the only single-family subdivision found on this side of the Stadium Drive right-of-way. To the immediate east of the subject site (5787 Stadium Drive) is a multi-tenant office building. This lot was rezoned in 2001 to the R-3 District and the office use was constructed in 2003 (an excerpt of the Planning Commission minutes from the 2001 rezoning is attached). Moving farther east from the Plainview Plat is another office development and then the Hope Woods senior living complex. To the west of the subject property on the south side of Stadium Drive is the Chestnut Woods apartment complex.

On the north side of Stadium Drive, the land use pattern is more commercial in nature. There are two large automotive dealerships – Metro Toyota and DeNooyer Chevrolet – that encompass 16 acres of land just north of the subject site.

The land uses permitted within the R-3 District, residential and office, would be consistent with the land use pattern found along the south side of the Stadium Drive and would be less intense than the pattern immediately across the street.

4. Utilities and Infrastructure

Utilities and infrastructure are often considered in a request for rezoning to ensure that public facilities can service any possible development that would occur on the site. Both public water and sewer are available to this site.

5. Reasonable Use under Current Zoning Classification

The uses permitted under the current zoning classification of R-2 would limit the site to generally single-family or duplex use. The continuation of the lot as a single-family home allows reasonable use of the property within the context of the Plainview Plat. However, as a corner lot adjacent to Stadium Drive, it is reasonable to consider the uses permitted within the R-3 District, which are more consistent with the land use pattern along this right-of-way.

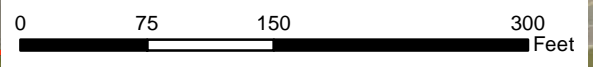
6. Effects on Surrounding Property




The change to the R-3 District could have possible effects on the single-family homes located to the south of the subject site. The transition to an office use or higher density residential use could result in some compatibility concerns that would need to be clearly addressed during site plan review. It should be noted that this transition has already occurred within the neighborhood when 5787 Stadium Drive was rezoned and the office use developed. In addition, the change to the R-3 District at the subject site will function as both the future land use plan and zoning district intend; providing a buffer between existing commercial uses and/or transportation networks and adjacent residential uses.

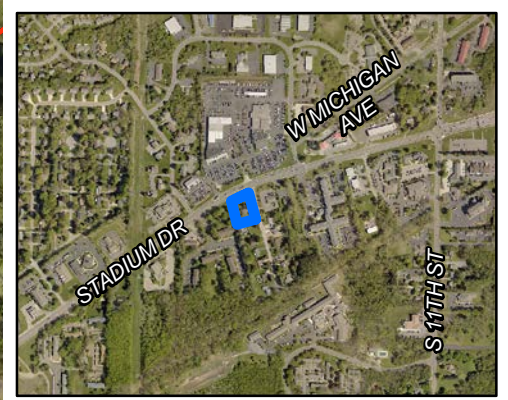
INFORMATION PROVIDED

- Aerial map
- Current zoning map
- Future Land Use map
- Township Ordinance

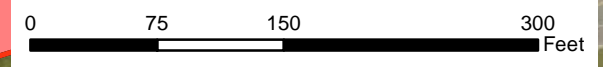
Stadium Drivert Rezoning



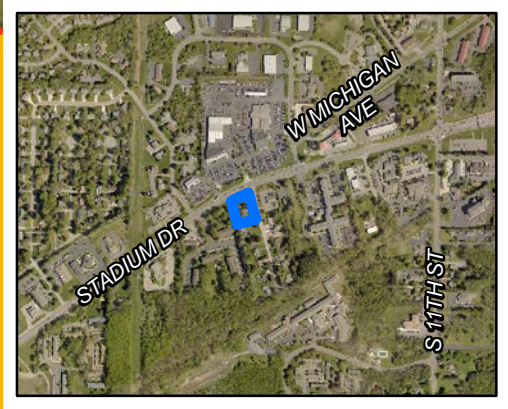
-  Public Right-of-Way
-  Subject Property
-  Other Property Line



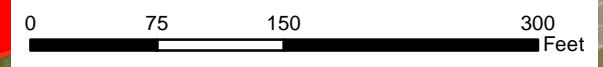
Stadium Drivet Rezoning--Current Zoning



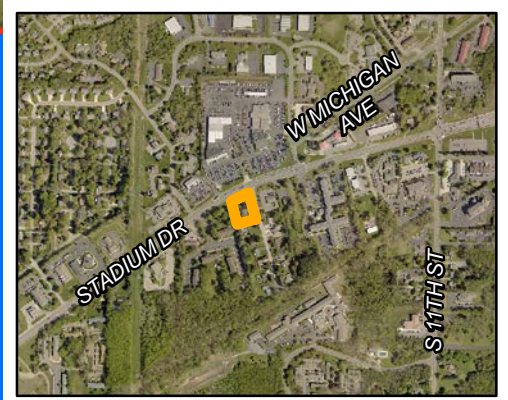
- Public Right-of-Way
- Subject Property
- Other Property Line
- R2 - RESIDENCE DISTRICT
- R3 - RESIDENCE DISTRICT
- R4 - RESIDENCE DISTRICT
- C - LOCAL BUSINESS DISTRICT



Stadium Drivert Rezoning--Future Land Use



- Public Right-of-Way
- Subject Property
- Other Property Line
- Medium Density Residential
- Transitional Office
- General Commercial



OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED OCTOBER 11, 2018.

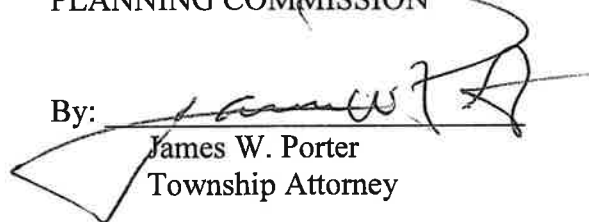
The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment of the Oshtemo Charter Township Zoning Ordinance:

The rezoning of a portion of land approximately 35,726 square feet in size, located at 5831 Stadium Drive, Parcel No. 3905-25-324-140, from the "R-2" Residence District to the "R-3" Residence District.

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: October 11, 2018

By:


James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. _____

Adopted: _____, 2018

Effective: _____, 2018

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, by the rezoning of a portion of property on Stadium Drive in Land Section 25 from “R-2” Residence District to the “R-3” Residence District. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

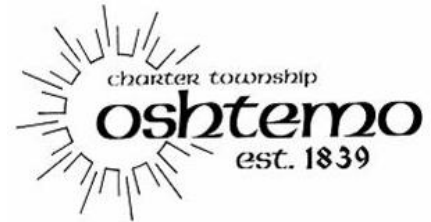
THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF LAND SECTION 25. Section 70 of the Oshtemo Charter Township Zoning Ordinance, entitled “Use District Boundaries”, is hereby amended to rezone a parcel of land approximately 35,726 square feet in size, located at 5831 Stadium Drive, Parcel No. 3905-25-324-140, from the “R-2” Residence District to the “R-3” Residence District, more particularly described as:

Plainview, Lot 14.

SECTION II. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this amendment are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, Clerk
OSHTEMO CHARTER TOWNSHIP



Memorandum

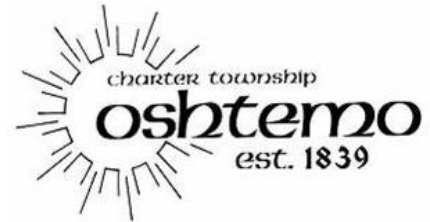
Date: 5 December 2018
To: Oshtemo Township Board
From: Libby HC, Supervisor & Attorney Jim Porter
Subject: Pension Plan Amendment Filing Fee

Objective

Township Board authorization for a \$3000 expense to file 401(a) pension plan amendment with the IRS. Budget amendment not requested; source is general operations contingency budget.

Background

The Township's pension plan specialist assisted the Township to amend the 401(a) employee defined contribution pension plan to comply with federal law. The Township is required to file the plan amendment with the IRS and pay the fee prior to year-end 2018.



Memorandum

Date: 12-5-2018

To: Township Board

From: Dusty Farmer, Clerk

Subject: Departmental Budget Amendment Requests

Objective:

To inform the Board of the result of Departmental budget reviews, and for the Board to amend the 2018 budget.

Background:

The Supervisor, Clerk and Treasurer requested that department heads review their budgets and determine if a budget amendment is necessary. After review, requests were submitted to the Clerk and compiled for Board review. 4th quarter budget review also includes decreases to line items that are over \$10,000 that will not be spent this year.

Information Provided:

Budget Amendment Summary

Departmental budget requests

2018 4th QTR Expenditure Report

Core Values Recognized:

Fiscal Responsibility, Integrity

Oshtemo Township 4th QTR Budget Amendment Request Summary

General 101-001-40100	
Tax bill postage	\$ 1,000.00
IT Computer Support	\$ 10,000.00
IT Supplies	\$ 1,500.00
Increased number of land divisions	\$ 3,000.00
Legal Notices	\$ 2,000.00
Tax Refunds	\$ 1,400.00
Payrol	\$ 11,050.00
Payroll Tax	\$ 850.00
Parks 107-001-40100	
Fuel	\$ 500.00
Fire Operations 206-001-40100	
Building Maintenance and Utilities	\$ 3,300.00
Tax Refunds	\$ 2,480.00
Police 207-001-40100	
Fire Equipment 211-001-40100	
Tax Refunds	\$ 420.00
SoDA 247-725-97500	
Building 249-001-40100	
Sewer 490-000-40100	
Acquisition	\$ 30,000.00
Sanitary Sewer	\$ 21,000.00
Water 491-000-40100	
Engineering fees	\$ 5,000.00
Total New Expenditure	
	\$ 63,500.00
DEDUCTIONS IN BUDGET	
	\$ 4,290,000.00

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 11/28/2018

Department Head Name: Nancy Culp

Fund Name:

			Amount
Funds Requested to: (description and GL number)	Postage for Tax Bills	101-174-73000	<input type="text" value="\$ 1,000.00"/>
			<input type="text"/>
			<input type="text" value="\$ 1,000.00"/>
Funds requested from: (description and GL number)	Carryover	101-001-40100	<input type="text" value="\$ 1,000.00"/>
			<input type="text"/>
			<input type="text"/>
			<input type="text" value="\$ 1,000.00"/>

Explanation of request:

NEW MONEY For Printing and mailing of 2018 Winter tax bills

Supervisor Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: N. Culp

Fund Name:

			Amount
Additional Funds Request for:	txt	gl #	
(description and GL number)	Computer Support	101-2011-80500	\$ 10,000.00
			\$ 10,000.00
Funds requested from:			
(description and GL number)	Carryover	101-001-40100	\$ 10,000.00
			\$ 10,000.00

Explanation of request:

NEW MONEY: Increased costs BS&A HR Module added after budget process was complete in 2017. In addition, NAS Backup costs were not added when licenses were added. Additional support services for Secant.

Supervisor Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 11/30/2018

Department Head Name: Nancy Culp

Fund Name:

			Amount
Funds Requested to:	IT Supplies	101-201-728	\$ 1,500.00
(description and GL number)			
			\$ 1,500.00
Funds requested from:	Carryover	101-201-9700	\$ 1,500.00
(description and GL number)			
			\$ 1,500.00

Explanation of request:

NEW MONEY This is for Toner for printers and any unforeseen toner or IT supplies needed before year end Dec 31, 2018.

Supervisor Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(DECREASE FUNDS)

Date: 12/05/2018

Department Head Name: Rick Everett

Fund Name: 101 General

		Amount	
Decrease funds for:	txt	gl #	
(description and GL number)	Buildings and grounds	101-218-97400	\$ 100,000.00
			\$ 100,000.00
Carryover decrease:	Carryover	101-001-40100	\$ 100,000.00
(description and GL number)			
			\$ 100,000.00

Explanation of request:

Derease: Building will not be constructed until 2018

Supervisor Review:
(pending or date reviewed)

[Signature] 12/5/18

Board Authorization:
(pending or date authorized)

[Empty box for Board Authorization]

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: NC

Fund Name: 101 General

			Amount
Additional Funds Request for:	txt	gl #	
(description and GL number)	BOR/MTT	101-249-96100	\$ 1,400.00
			\$ 1,400.00
Funds requested from:			
(description and GL number)	Carryover	101-001-40100	\$ 1,400.00
			\$ 1,400.00

Explanation of request:

NEW MONEY: Tax refund

Supervisor Review: NA
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/04/2018

Department Head Name: M. Elliott (Public Works)

Fund Name: 101 General

			Amount
Additional Funds Request for: (description and GL number)	Carryover	101-001-40100	\$ 454,000.00
	_____	_____	
	_____	_____	\$ 454,000.00
Funds requested from: (description and GL number)	Road Project Costs (BTR 2.0)	101-506-95200.BTR2RD	\$ 384,000.00
	Road Project Costs (Local RD PAR)	101-506-95200.RDMAIN	\$ 20,000.00
	Storm Sewer Costs (Elks Plat)	101-506-95300	\$ 10,000.00
	Capital Outlay (Sidewalk Maint./Repair)	101-506-97600	\$ 40,000.00
	_____	_____	\$ 454,000.00

Explanation of request:

DECREASE: Purpose of request is to return unexpended budgeted dollars back to the General Fund reserves. The WMU project to construct the BTR 2.0 was delayed and is now budgeted for 2019. Local road PAR contribution is currently projected to be \$20,000 less than budgeted. The Kalamazoo County Drain Commission has not responded to the Board's petition on behalf of the Elks Plat, so further expenditures are not anticipated for 2018. Planned sidewalk inventory, assessment and repair was also moved to 2019. This change was due to unanticipated efforts in developing a new complete streets policy, to include a prolonged public engagement project to consider sidewalks in conjunction with public sewers.
(1 of 2 for Department 506)

Supervisor Review: 12/4/2018

(pending or date reviewed)

Board Authorization:

(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: LHC

Fund Name:

		Amount	
Additional Funds Request for: (description and GL number)	txt	gl #	<input type="text"/>
	Payroll Tax	101-805-71500	\$ 850.00
			<input type="text" value="\$ 850.00"/>
Funds requested from: (description and GL number)			<input type="text"/>
	Carryover	101-001-40100	\$ 850.00
			<input type="text"/>
			<input type="text" value="\$ 850.00"/>

Explanation of request:

NEW MONEY: Underestimated payroll tax / *SALARY ADJUSTMENT.*

Supervisor Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: LHC

Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	Payroll tax	101-506-71500	\$ 450.00
	Payroll	101-506-70200	\$ 8,600.00
	Pension	101-506-72200	\$ 2,000.00
			\$ 11,050.00
Funds requested from: (description and GL number)			
	Carryover	101-001-40100	\$ 11,050.00
			\$ 11,050.00

Explanation of request:

NEW MONEY: Underestimated payroll cost in Public Works *SALARY ADJUSTMENTS.*

Supervisor Review: 12/5/18 *[Signature]*
 (pending or date reviewed)

Board Authorization:
 (pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: Rick Everett

Fund Name:

			Amount
Additional Funds Request for:			
(description and GL number)	Water	107-756-92000	\$ 700.00
	Heat	107-756-92300	\$ 300.00
			\$ 1,000.00
Funds requested from:	Electric	107-756-92100	\$ 1,000.00
(description and GL number)			
			\$ 1,000.00

Explanation of request:

NO NEW MONEY: Utility cost line item adjustments

Supervisor Review:

Board Authorization:

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

Department Head Name: Rick Everett

Fund Name:

			Amount
Additional Funds Request for:			<input type="text"/>
(description and GL number)	Fuel	107-756-86800	\$ 500.00
			<input type="text"/>
			\$ 500.00
Funds requested from:	Carryover	107-001-40100	\$ 500.00
(description and GL number)			<input type="text"/>
			<input type="text"/>
			<input type="text"/>
			\$ 500.00

Explanation of request:

NEW MONEY: Fuel cost increase

Supervisor Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 11/20/2018

Department Head Name: M. Barnes

Fund Name: 206 Fire Operations

			Amount
Additional Funds Request for: (description and GL number)	Fuel	206-340-86800	\$ 1,000.00
			\$ 1,000.00
Funds requested from: (description and GL number)	Operations Contingency	206-340-96300	\$ 1,000.00
			\$ 1,000.00

Explanation of request:

Not new funding. Additional fuel costs.

Supervisor Review: 12/5/18 [Signature]
(pending or date reviewed)

Board Authorization: [Blank]
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(DECREASE FUNDS)

Date: 11/20/2018

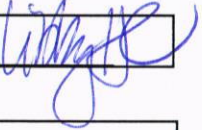
Department Head Name: M. Barnes

Fund Name: 206 Fire Operations

			Amount
Decrease funds for:	Vehicle	211-344-97600	\$ 80,000.00
(description and GL number)	_____	_____	
	_____	_____	\$ 80,000.00
Carryover decrease:	Carryover	206-001-401	\$ 80,000.00
(description and GL number)	_____	_____	
	_____	_____	
	_____	_____	\$ 80,000.00

Explanation of request:

Not needed in 2018.

Supervisor Review: 12/5/18 

Board Authorization:

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 11/20/2018

Department Head Name: M. Barnes

Fund Name: 206 Fire Operations

		Amount	
Additional Funds Request for: (description and GL number)	<u>BOR/MTT Refunds</u>	<u>206-340-96100</u>	<u>\$ 2,480.00</u>
	<u>BOR/MTT Refunds</u>	<u>211-344-96100</u>	<u>\$ 420.00</u>
			<u>\$ 2,900.00</u>
Funds requested from: (description and GL number)	<u>Carryover</u>	<u>206-001-40100</u>	<u>\$ 2,480.00</u>
	<u>Carryover</u>	<u>211-001-40100</u>	<u>\$ 420.00</u>
			<u>\$ 2,900.00</u>

Explanation of request:

NEW MONEY Tax Refund.

Supervisor Review: 12/5/18 [Signature]
(pending or date reviewed)

Board Authorization: [Blank]
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/05/2018

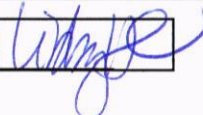
Department Head Name: Marc Elliott

Fund Name: 490 Sewer

		Amount	
Additional Funds Request for:	txt	gl #	
(description and GL number)	Construction Costs	490-000-96400.WWKLAV	\$ 21,000.00
			\$ 21,000.00
Funds requested from:	Carryover	490-000-40100	\$ 21,000.00
(description and GL number)			
			\$ 21,000.00

Explanation of request:

NEW MONEY: These are dollars that have been previously approved by the Board, but because the budget was split between 2017 and 2018 the dollars have to be moved to 2018.

Supervisor Review: 12/5/18 
 (pending or date reviewed)

Board Authorization:
 (pending or date authorized)

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 11/06/2018

Department Head Name: Public Works/M. Elliott


Fund Name:

			Amount
Additional Funds Request for: (description and GL number)	Easement Acquisitions	490-000-82000.SANPH1	<input type="text" value="\$ 30,000.00"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text" value="\$ 30,000.00"/>
Funds requested from: (description and GL number)	Carryover (Fund 490-Sewer)	490-000-40100	<input type="text" value="\$ 30,000.00"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text" value="\$ 30,000.00"/>

Explanation of request:

New \$

These are costs that were anticipated, but not budgeted for 2018. The overall USDA sewer project (phase 1) was budgeted as a multi-year expenditure. This is simply an 2018 expenditure that is need to meet the overall USDA project schedule. The overall USDA project cost estimate should not be affected.

Supervisor Review: 

Board Authorization:

BUDGET AMENDMENT REQUEST

(Requesting funds for a line item in addition to the approved budget)

Date: 12/04/2018

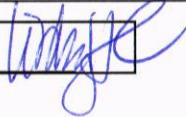
Department Head Name: M. Elliott (Public Works)

Fund Name: 490 Sewer

		Amount	
Additional Funds Request for: (description and GL number)	<u>Carryover (Sewer)</u>	<u>490-000-40100</u>	<u>\$ 406,000.00</u>
	_____	_____	_____
	_____	_____	<u>\$ 406,000.00</u>
Funds requested from: (description and GL number)	<u>BTR 2.0 San Sewer Construction Costs</u>	<u>490-000-96400.BTRSAN</u>	<u>\$ 151,000.00</u>
	<u>Debt Service (USDA)</u>	<u>490-000-99600</u>	<u>\$ 255,000.00</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	<u>\$ 406,000.00</u>

Explanation of request:

DECREASE: Purpose of request is to return unexpended budgeted dollars back to the fund reserves. The federal economic development grant funding for BTR 2.0 did not mature until late 2018, therefore construction of the public sewer was delayed. This expense is now incorporated into the 2019 budget. A similar delay in grant/loan funding occurred for the USDA funded plat sewer extension project.
(2 of 2 requests for Fund 490)

Supervisor Review: 12/4/2018 

Board Authorization: _____
(pending or date authorized)

BUDGET AMENDMENT REQUEST

(DECREASE FUNDS)

Date: 11/21/2018

Department Head Name: Julie Johnston

Fund Name: 900 DDA

			Amount
Decrease funds for: (description and GL number)	Consultants	GL#900-728-80800	\$ 17,000.00
			
			\$ 17,000.00
Carryover decrease: (description and GL number)	Return to Fund Balance	Fund 900	\$ 17,000.00
			
			
			\$ 17,000.00

Explanation of request:

The DDA planned for \$72,000 in consultant costs for 2018. Staff expects the total cost to be closer to \$55,000 for the year based on past invoices.

Supervisor Review: 12/5/18
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED	
	ORIGINAL BUDGET	2018 AMENDED BUDGET			
Fund 101 - General Fund					
Expenditures					
Function: Unclassified					
Dept 110 - Transfer to Other Funds					
96540	Transfer to Police Fund	38,400.00	38,400.00	0.00	100.00
96550	Transfer to Other Funds	5,000.00	5,000.00	5,000.00	0.00
96560	Transfer to Parks Fund	220,000.00	220,000.00	8,264.00	96.24
Total Dept 110 - Transfer to Other Funds		263,400.00	263,400.00	13,264.00	94.96
Dept 171 - Supervisor					
70200	Salaries	145,026.00	146,026.00	43,113.71	70.48
71500	Payroll Taxes - FICA	11,076.00	11,101.00	3,481.48	68.64
72200	Pension Plan	11,583.00	11,608.00	7,222.46	37.78
Total Dept 171 - Supervisor		167,685.00	168,735.00	53,817.65	68.11
Dept 173 - Clerk					
70200	Salaries	110,179.00	115,679.00	35,775.79	69.07
71500	Payroll Taxes - FICA	8,429.00	8,929.00	3,204.00	64.12
72200	Pension Plan	8,814.00	9,264.00	5,848.29	36.87
Total Dept 173 - Clerk		127,422.00	133,872.00	44,828.08	66.51
Dept 174 - Treasurer					
70200	Salaries	91,848.00	91,848.00	22,655.78	75.33
71500	Payroll Taxes - FICA	6,902.00	6,902.00	1,863.29	73.00
72200	Pension Plan	7,218.00	7,218.00	4,341.97	39.85
73000	Postage	4,500.00	4,500.00	1,810.73	59.76
Total Dept 174 - Treasurer		110,468.00	110,468.00	30,671.77	72.23
Dept 175 - Trustees					
70200	Salaries	28,000.00	28,000.00	9,640.00	65.57
71500	Payroll Taxes - FICA	2,142.00	2,142.00	737.45	65.57
Total Dept 175 - Trustees		30,142.00	30,142.00	10,377.45	65.57
Dept 191 - Elections					
72800	Supplies	8,400.00	8,400.00	5,557.77	33.84
73000	Postage	9,500.00	9,500.00	5,355.76	43.62
80800	Precinct Workers	40,000.00	40,000.00	26,700.00	33.25
90300	Legal Notices	3,000.00	3,000.00	3,000.00	0.00
Total Dept 191 - Elections		60,900.00	60,900.00	40,613.53	33.31
Dept 201 - Information Technology					
72800	Supplies	3,000.00	3,000.00	485.68	83.81
80500	Computer Support	60,000.00	65,000.00	7,575.26	88.35
97000	Capital Outlay	24,000.00	30,275.00	16,778.48	44.58
Total Dept 201 - Information Technology		87,000.00	98,275.00	24,839.42	74.72
Dept 209 - Assessing/Tax Records					
70200	Salaries	115,795.00	118,095.00	38,349.23	67.53
70300	Board of Review Salaries	2,500.00	2,500.00	745.00	70.20
71500	Payroll Taxes - FICA	8,858.00	9,033.00	2,867.03	68.26
72200	Pension Plan	9,264.00	9,449.00	6,084.52	35.61
72800	Supplies	4,000.00	4,000.00	2,071.84	48.20
73000	Postage	6,000.00	6,000.00	3,017.43	49.71
80700	Contracted Appeals	55,000.00	55,000.00	28,832.66	47.58
82000	Engineering Fees	15,000.00	15,000.00	3,181.00	78.79
82600	Legal Fees	2,200.00	12,200.00	6,110.00	49.92
87000	Mileage	800.00	800.00	564.56	29.43
90300	Legal Notices	1,200.00	1,200.00	307.52	74.37
95800	Education/Dues	5,500.00	5,500.00	3,409.55	38.01
97000	Capital Outlay-Equipment	14,000.00	14,000.00	14,000.00	0.00
Total Dept 209 - Assessing/Tax Records		240,117.00	252,777.00	109,540.34	56.67

ACCOUNT DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - General Fund				
Expenditures				
Dept 218 - Cemetery, Bldgs & Grounds				
72800 Supplies	1,500.00	1,500.00	1,500.00	0.00
75100 Vehicle Maintenance	3,000.00	3,000.00	2,498.37	16.72
75300 Grounds Maint Equipment	3,200.00	3,200.00	1,678.03	47.56
75700 Tools & Supplies	1,500.00	1,500.00	1,427.44	4.84
76000 Facility Supplies	3,200.00	3,200.00	2,000.32	37.49
76600 Expendable Supplies	3,800.00	3,800.00	2,526.20	33.52
80500 Contracted Snow Removal	1,000.00	1,000.00	1,000.00	0.00
80600 Contracted Lawn Maintenance	11,000.00	11,000.00	5,400.00	50.91
80700 Weed Ordinance Mowing	500.00	500.00	500.00	0.00
80800 Contracted Grave Openings	10,000.00	10,000.00	(2,740.00)	127.40
86800 Fuel, Oil & Grease	1,800.00	1,800.00	1,095.92	39.12
92000 Water	2,000.00	2,000.00	762.82	61.86
92100 Electric	22,000.00	22,000.00	7,579.03	65.55
92300 Heat	7,000.00	7,000.00	4,633.45	33.81
93100 Maintenance Services	23,000.00	23,000.00	11,563.32	49.72
97400 Capital Outlay	160,500.00	160,500.00	143,610.20	10.52
Total Dept 218 - Cemetery, Bldgs & Grounds	255,000.00	255,000.00	185,035.10	27.44
Dept 223 - Finance & Legal				
82500 Accounting & Audit Fees	58,000.00	58,000.00	16,250.00	71.98
82600 Legal Fees	10,000.00	30,000.00	9,562.50	68.13
Total Dept 223 - Finance & Legal	68,000.00	88,000.00	25,812.50	70.67
Dept 234 - Insurance & Bonds				
71600 Health & Life Insurance	191,500.00	190,300.00	56,089.11	70.53
72500 Retiree Health Care	54,000.00	54,000.00	54,000.00	0.00
91100 Worker's Compensation	16,000.00	16,000.00	9,869.92	38.31
91200 General Insurance	36,400.00	36,400.00	16,991.49	53.32
Total Dept 234 - Insurance & Bonds	297,900.00	296,700.00	136,950.52	53.84
Dept 249 - General Twp Operations				
70200 Salaries	106,319.00	119,304.00	48,596.44	59.27
70400 In Lieu Of Insurance	6,000.00	6,000.00	2,175.00	63.75
71500 Payroll Taxes - FICA	8,271.00	9,333.00	3,958.66	57.58
72200 Pension Plan	8,478.00	9,555.00	6,522.99	31.73
72800 Supplies	12,000.00	12,000.00	8,430.73	29.74
72900 Petty Cash	0.00	0.00	(147.50)	100.00
73000 Postage	12,000.00	12,000.00	956.51	92.03
75100 Vehicle Maintenance	1,500.00	1,500.00	1,063.90	29.07
80800 Contracted Services	67,500.00	67,500.00	22,846.12	66.15
82000 Engineering Fees	12,000.00	12,000.00	9,060.15	24.50
85300 Telephone	8,000.00	8,000.00	3,799.59	52.51
86800 Fuel, Oil & Grease	1,000.00	1,000.00	567.30	43.27
87000 Mileage	1,200.00	950.00	248.50	73.84
87200 New Hire Expenses	1,000.00	2,000.00	(645.61)	132.28
90300 Legal Notices	15,000.00	25,000.00	815.14	96.74
93300 Equipment Maintenance	6,000.00	6,000.00	5,303.63	11.61
95600 Household Hazard Waste	15,000.00	15,170.00	3,526.47	76.75
95700 Newsletter	16,000.00	16,000.00	5,918.68	63.01
95800 Education/Dues	20,000.00	20,000.00	6,243.22	68.78
95900 Trash Collection	46,750.00	46,750.00	15,721.28	66.37
96100 BOR/MTT Refunds	0.00	0.00	(9,762.55)	100.00
96300 Contingency Items	8,136.00	7,136.00	7,005.00	1.84
97600 Capital Outlay	20,000.00	20,000.00	(75,507.29)	477.54
97700 Capital Outlay / Equipment	5,000.00	5,000.00	5,000.00	0.00
Total Dept 249 - General Twp Operations	397,154.00	422,198.00	71,696.36	83.02
Dept 250 - Legal				
70200 Salaries	256,118.00	256,978.00	68,162.81	73.48
71500 Payroll Taxes - FICA	15,885.00	15,955.00	3,034.12	80.98
72200 Pension Plan	20,489.00	20,559.00	12,687.83	38.29
72800 Supplies	1,000.00	1,000.00	844.34	15.57
80800 Contracted Legal Counsel/Temp Paralegal	1,000.00	1,000.00	(775.00)	177.50
83000 Departmental Billings	(120,000.00)	(120,000.00)	(115,302.50)	3.91
87000 Mileage	250.00	250.00	104.00	58.40
95500 Law Library/Archives	12,000.00	12,000.00	4,716.52	60.70
95800 Education/Dues	1,000.00	1,000.00	460.74	53.93
97000 Capital Outlay	8,000.00	8,000.00	8,000.00	0.00

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
	ORIGINAL BUDGET	2018 AMENDED BUDGET		
Fund 101 - General Fund Expenditures				
Total Dept 250 - Legal	195,742.00	196,742.00	(18,067.14)	109.18
Dept 506 - Public Works				
70200 Salaries	40,074.00	44,774.00	5,450.19	87.83
70400 In Lieu Of Insurance	0.00	1,200.00	705.00	41.25
71500 Payroll Taxes - FICA	3,066.00	3,471.00	582.88	83.21
72200 Pension Plan	3,206.00	3,736.00	2,162.11	42.13
72800 Supplies	6,000.00	6,000.00	6,000.00	0.00
73000 Postage	0.00	500.00	177.76	64.45
82600 Legal Fees	0.00	8,000.00	4,437.50	44.53
87000 Mileage	0.00	250.00	250.00	0.00
92600 Street Lighting	145,000.00	145,000.00	55,880.14	61.46
95200 Road Project Costs	584,000.00	656,444.00	505,087.69	23.06
95300 Storm Sewer Costs	0.00	11,000.00	10,654.00	3.15
95800 EDUCATION/DUES	1,000.00	1,000.00	563.80	43.62
97600 Capital Outlay	2,202,000.00	2,288,000.00	2,218,570.87	3.03
Total Dept 506 - Public Works	2,984,346.00	3,169,375.00	2,810,521.94	11.32
Dept 805 - Planning Dept				
70200 Salary	113,561.00	125,961.00	29,476.52	76.60
70300 SALARY-PC/ZBA	12,000.00	12,000.00	5,700.00	52.50
71500 Payroll Taxes - FICA	7,541.00	8,501.00	1,287.44	84.86
72200 Pension Plan	7,886.00	8,876.00	5,571.19	37.23
72800 Supplies	4,500.00	10,800.00	4,149.53	61.58
73000 Postage	3,000.00	3,000.00	3,000.00	0.00
80100 GIS Expense	6,000.00	6,000.00	1,203.53	79.94
80800 Consultants	31,840.00	31,840.00	22,997.60	27.77
82000 Engineering Fees	5,000.00	5,000.00	4,315.60	13.69
82600 Legal Fees	35,000.00	35,000.00	17,045.00	51.30
87000 Mileage	300.00	300.00	276.00	8.00
90300 Legal Notices	25,000.00	25,000.00	18,387.45	26.45
95800 Education/Dues	4,000.00	4,000.00	2,654.45	33.64
Total Dept 805 - Planning Dept	255,628.00	276,278.00	116,064.31	57.99
Total - Function Unclassified	5,540,904.00	5,822,862.00	3,655,965.83	37.21
TOTAL EXPENDITURES	5,540,904.00	5,822,862.00	3,655,965.83	37.21
Fund 101 - General Fund: TOTAL EXPENDITURES				
	5,540,904.00	5,822,862.00	3,655,965.83	37.21
Fund 107 - Parks Expenditures				
Function: Unclassified				
Dept 756 - Parks Facilities				
70210 Salaries	75,607.00	77,572.00	24,738.62	68.11
71500 Payroll Taxes - FICA	5,860.00	6,045.00	2,011.47	66.73
72200 Pension Plan	5,311.00	5,501.00	3,490.70	36.54
72800 Program/Marketing Supplies	2,000.00	1,600.00	1,142.78	28.58
75100 Vehicle Maintenance	1,000.00	1,000.00	236.21	76.38
75300 Grounds Maint Equipment	3,800.00	3,800.00	(282.68)	107.44
75700 Tools & Supplies	300.00	300.00	161.21	46.26
76000 Facility Supplies	3,900.00	3,900.00	2,415.61	38.06
76600 Expendable Supplies	3,800.00	3,800.00	1,168.93	69.24
80500 Contracted Snow Removal	1,000.00	1,000.00	1,000.00	0.00
80800 Consultant	72,200.00	75,200.00	43,453.71	42.22
82500 Accounting & Audit Fees	2,500.00	4,000.00	2,000.00	50.00
82600 Legal Fees	2,000.00	5,001.00	178.50	96.43
86800 Fuel, Oil & Grease	1,500.00	1,500.00	333.59	77.76
92000 Water	800.00	800.00	175.55	78.06
92100 Electric	9,700.00	9,700.00	3,747.28	61.37
92300 Heat	2,000.00	2,000.00	584.95	70.75
93100 Maintenance Services	23,500.00	23,500.00	7,101.11	69.78
95800 Education/Dues	800.00	1,200.00	283.60	76.37
97400 Capital Outlay/Improvements	562,300.00	774,215.00	756,134.15	2.34
97700 Capital Outlay/Equipment	15,000.00	15,000.00	15,000.00	0.00

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGDGT USED
	ORIGINAL BUDGET	2018 AMENDED BUDGET		
Fund 107 - Parks				
Expenditures				
98100 Capital Outlay/Drake House	8,000.00	8,000.00	2,171.13	72.86
98400 ROW Projects/Maint	3,000.00	3,000.00	3,000.00	0.00
Total Dept 756 - Parks Facilities	805,878.00	1,027,634.00	870,246.42	15.32
Total - Function Unclassified	805,878.00	1,027,634.00	870,246.42	15.32
TOTAL EXPENDITURES	805,878.00	1,027,634.00	870,246.42	15.32
Fund 107 - Parks:				
TOTAL EXPENDITURES	805,878.00	1,027,634.00	870,246.42	15.32
Fund 206 - Fire				
Expenditures				
Function: Unclassified				
Dept 336 - Administration				
70200 Salaries	634,026.00	634,026.00	168,388.82	73.44
70400 In Lieu Of Insurance	2,340.00	2,340.00	540.00	76.92
71500 Payroll Taxes - FICA	50,722.00	50,722.00	16,096.40	68.27
71600 Health & Life Insurance	100,570.00	100,570.00	29,601.45	70.57
72200 Pension Plan	50,722.00	50,722.00	28,838.55	43.14
72500 Clothing Allowance	19,764.00	19,764.00	12,429.41	37.11
72600 Retiree Health Care	39,600.00	39,600.00	39,600.00	0.00
82500 Accounting & Audit Fees	5,000.00	5,000.00	1,700.00	66.00
82600 Legal Fees	3,000.00	3,000.00	1,687.50	43.75
87000 Mileage	500.00	500.00	214.12	57.18
95500 Education Reimbursement	2,000.00	2,000.00	2,000.00	0.00
95900 Continuing Education	35,185.00	35,185.00	18,507.96	47.40
96300 Admin Contingency	5,000.00	5,000.00	5,000.00	0.00
Total Dept 336 - Administration	948,429.00	948,429.00	324,604.21	65.77
Dept 340 - Dept Operations				
70500 Fire Pay - On Call	70,238.00	70,238.00	28,083.74	60.02
70600 Relief Driver Pay	102,201.00	102,201.00	37,957.34	62.86
70700 Education & Training	34,879.00	34,879.00	22,303.08	36.06
70800 Work Detail Pay	4,955.00	4,955.00	3,080.71	37.83
70900 Station Staffing/Part Time	125,603.00	125,603.00	25,312.44	79.85
71500 Payroll Taxes - FICA	4,972.00	4,972.00	2,147.47	56.81
71800 Fire Dept Maintenance	5,000.00	5,000.00	(731.46)	114.63
72200 Pension Plan	34,287.00	34,287.00	10,445.53	69.54
72800 Supplies	8,000.00	8,000.00	3,549.02	55.64
72900 Petty Cash	500.00	500.00	352.50	29.50
75500 EMS Supplies	6,246.00	6,246.00	3,369.62	46.05
75700 Tools & Supplies	3,000.00	3,000.00	1,635.00	45.50
76000 Training Supplies	6,700.00	6,700.00	5,731.63	14.45
76100 Public Education	6,211.00	6,211.00	6,198.50	0.20
76600 Equipment	17,128.00	17,128.00	4,407.43	74.27
80900 Computer Operations	57,530.00	65,405.00	34,065.76	47.92
85100 Radio Maintenance	4,760.00	4,760.00	4,128.30	13.27
85300 Telephone	13,040.00	13,040.00	8,154.62	37.46
86700 Vehicle Operations	105,420.00	105,420.00	27,951.05	73.49
86800 Fuel	30,000.00	30,000.00	7,943.13	73.52
87100 Physical Exams	28,850.00	28,850.00	28,238.00	2.12
87200 New Hire Expenses	2,500.00	2,500.00	1,475.00	41.00
91200 General Insurance	138,961.00	138,961.00	75,011.58	46.02
92000 Water	1,500.00	1,500.00	(126.83)	108.46
92100 Electric	25,000.00	25,000.00	4,441.30	82.23
92300 Heat	16,000.00	16,000.00	8,136.22	49.15
93100 Building Maintenance	24,700.00	24,700.00	5,773.15	76.63
93300 Equipment Maintenance	22,000.00	22,000.00	20,234.02	8.03
96100 BOR/MTT Refunds-Operations Fund	0.00	6,934.00	0.47	99.99
96300 Operations Contingency	5,000.00	5,000.00	5,000.00	0.00
Total Dept 340 - Dept Operations	905,181.00	919,990.00	384,268.32	58.23
Total - Function Unclassified	1,853,610.00	1,868,419.00	708,872.53	62.06

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
	ORIGINAL BUDGET	2018 AMENDED BUDGET		
Fund 206 - Fire Expenditures				
TOTAL EXPENDITURES	1,853,610.00	1,868,419.00	708,872.53	62.06
Fund 206 - Fire: TOTAL EXPENDITURES	1,853,610.00	1,868,419.00	708,872.53	62.06
Fund 207 - Police Expenditures Function: Unclassified				
Dept 310 - POLICE CONTRACT ADMIN				
70200 Salary/Contract Administrator	1,000.00	1,000.00	1,000.00	0.00
71500 Payroll Taxes - FICA	77.00	77.00	77.00	0.00
72200 Pension Plan	80.00	80.00	80.00	0.00
72800 Supplies	1,000.00	1,000.00	1,000.00	0.00
80200 Protection Contract - KC	1,182,936.00	1,182,936.00	295,734.00	75.00
80300 KCSD Satellite Office	11,000.00	11,000.00	11,000.00	0.00
82500 Accounting & Audit Fees	1,600.00	3,100.00	(517.00)	116.68
82600 Legal Fees-8th District Court	40,000.00	40,000.00	27,647.50	30.88
96100 BOR/MTT Refunds	0.00	600.00	89.60	85.07
97000 Capital Outlay	25,000.00	25,000.00	25,000.00	0.00
Total Dept 310 - POLICE CONTRACT ADMIN	1,262,693.00	1,264,793.00	361,111.10	71.45
Dept 320 - PARKING VIOLATIONS ENFORCEMENT				
71500 Payroll Taxes - FICA	400.00	400.00	389.02	2.75
72200 Pension Plan	500.00	500.00	424.31	15.14
72800 Supplies	500.00	500.00	500.00	0.00
80900 Parking Enforcement Officers	5,000.00	5,000.00	4,243.01	15.14
87000 PEO Mileage	1,000.00	1,000.00	904.62	9.54
Total Dept 320 - PARKING VIOLATIONS ENFORCEMENT	7,400.00	7,400.00	6,460.96	12.69
Dept 330 - GEN ORDINANCE ENFORCEMENT				
70200 Salaries	33,304.00	33,854.00	9,542.56	71.81
71500 Payroll Taxes - FICA	2,548.00	2,589.00	738.60	71.47
72200 Pension Plan	2,664.00	2,708.00	1,698.08	37.29
72800 Supplies	1,500.00	1,500.00	1,332.94	11.14
82600 Legal Fees	7,500.00	7,500.00	2,572.50	65.70
Total Dept 330 - GEN ORDINANCE ENFORCEMENT	47,516.00	48,151.00	15,884.68	67.01
Total - Function Unclassified	1,317,609.00	1,320,344.00	383,456.74	70.96
TOTAL EXPENDITURES	1,317,609.00	1,320,344.00	383,456.74	70.96
Fund 207 - Police: TOTAL EXPENDITURES	1,317,609.00	1,320,344.00	383,456.74	70.96
Fund 211 - Fire Equipment Expenditures Function: Unclassified				
Dept 344 - Expenditures				
76600 Personal Protective Equipment	42,225.00	42,225.00	5,531.57	86.90
82500 Accounting & Audit Fees	1,000.00	1,000.00	0.00	100.00
96100 BOR/MTT Refunds	0.00	1,000.00	137.06	86.29
97600 Vehicle	575,000.00	1,382,000.00	1,382,000.00	0.00
98000 Capital Outlay/Equipment	106,375.00	109,575.00	68,753.39	37.25
98800 Contingency	5,000.00	1,800.00	1,800.00	0.00
Total Dept 344 - Expenditures	729,600.00	1,537,600.00	1,458,222.02	5.16
Total - Function Unclassified	729,600.00	1,537,600.00	1,458,222.02	5.16
TOTAL EXPENDITURES	729,600.00	1,537,600.00	1,458,222.02	5.16

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
	ORIGINAL BUDGET	2018 AMENDED BUDGET		
Fund 211 - Fire Equipment				
Fund 211 - Fire Equipment: TOTAL EXPENDITURES	729,600.00	1,537,600.00	1,458,222.02	5.16
Fund 247 - TAX INCREMENT FINANCE AUTHORITY (SoDA) Expenditures Function: Unclassified Dept 728 - Economic Development				
82500 Accounting & Audit Fees	300.00	300.00	300.00	0.00
93300 Repairs/Maintenance	3,000.00	3,000.00	3,000.00	0.00
97500 Capital Outlay/Obligated Projects	30,000.00	60,000.00	60,000.00	0.00
Total Dept 728 - Economic Development	33,300.00	63,300.00	63,300.00	0.00
Total - Function Unclassified	33,300.00	63,300.00	63,300.00	0.00
TOTAL EXPENDITURES	33,300.00	63,300.00	63,300.00	0.00
Fund 247 - TAX INCREMENT FINANCE AUTHORITY (SoDA) TOTAL EXPENDITURES	33,300.00	63,300.00	63,300.00	0.00
Fund 249 - Building Expenditures Function: Unclassified Dept 371 - Bldg Dept				
70200 Salaries/Clerical	33,304.00	33,854.00	9,537.20	71.83
71500 Payroll Taxes - FICA	2,548.00	2,589.00	738.10	71.49
72200 Pension Plan	2,664.00	2,708.00	1,697.85	37.30
82400 Contracted Bldg Plan Review	1,800.00	1,800.00	0.00	100.00
82500 Accounting & Audit Fees	1,200.00	2,200.00	1,100.00	50.00
82600 Legal Fees	7,500.00	6,500.00	6,500.00	0.00
95800 Education/Dues	1,500.00	1,500.00	904.10	39.73
97600 Capital Outlay	20,000.00	20,000.00	20,000.00	0.00
Total Dept 371 - Bldg Dept	70,516.00	71,151.00	40,477.25	43.11
Total - Function Unclassified	70,516.00	71,151.00	40,477.25	43.11
TOTAL EXPENDITURES	70,516.00	71,151.00	40,477.25	43.11
Fund 249 - Building: TOTAL EXPENDITURES	70,516.00	71,151.00	40,477.25	43.11
Fund 490 - Sewer Expenditures Function: Unclassified Dept 000 - General				
70200 Salaries/Clerical	55,575.00	63,825.00	18,555.36	70.93
71500 Payroll Taxes - FICA	4,252.00	4,802.00	1,497.14	68.82
72200 Pension Plan	4,446.00	5,001.00	3,156.22	36.89
80800 Audit Fees	1,500.00	3,000.00	1,300.00	56.67
81000 Legal Fees	10,000.00	10,000.00	7,750.00	22.50
82000 Engineering Fees	853,000.00	853,000.00	527,895.76	38.11
95800 Professional Fees	25,000.00	26,000.00	10,000.00	61.54
96300 Refunds to Developers	0.00	90,000.00	30,000.00	66.67
96400 Construction Costs	171,000.00	225,000.00	157,621.10	29.95
99600 Debt Service	255,000.00	255,000.00	255,000.00	0.00
Total Dept 000 - General	1,379,773.00	1,535,628.00	1,012,775.58	34.05
Total - Function Unclassified	1,379,773.00	1,535,628.00	1,012,775.58	34.05

ACCOUNT DESCRIPTION	2018		AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
	ORIGINAL BUDGET	2018 AMENDED BUDGET		
Fund 490 - Sewer Expenditures				
TOTAL EXPENDITURES	1,379,773.00	1,535,628.00	1,012,775.58	34.05
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Fund 490 - Sewer: TOTAL EXPENDITURES	1,379,773.00	1,535,628.00	1,012,775.58	34.05
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Fund 491 - Water Expenditures				
Function: Unclassified				
Dept 000 - General				
70200 Salaries/Clerical	15,502.00	17,102.00	10,902.16	36.25
71500 Payroll Taxes - FICA	1,186.00	1,306.00	832.17	36.28
72200 Pension Plan	1,240.00	1,365.00	1,093.20	19.91
80800 Audit Fees	1,500.00	3,000.00	1,300.00	56.67
82000 Engineering Fees	5,000.00	4,000.00	2,725.10	31.87
82600 Legal Fees	10,000.00	10,000.00	9,475.00	5.25
95800 Professional Fees	25,000.00	26,000.00	10,000.00	61.54
96200 Miscellaneous	0.00	0.00	(56.27)	100.00
96400 Construction Costs	175,000.00	528,000.00	523,087.20	0.93
96600 Curb Box Installations	30,000.00	55,000.00	14,277.97	74.04
Total Dept 000 - General	264,428.00	645,773.00	573,636.53	11.17
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Total - Function Unclassified	264,428.00	645,773.00	573,636.53	11.17
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TOTAL EXPENDITURES	264,428.00	645,773.00	573,636.53	11.17
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Fund 491 - Water: TOTAL EXPENDITURES	264,428.00	645,773.00	573,636.53	11.17
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Fund 736 - Retiree Medical Trust Fund Expenditures				
Function: Unclassified				
Dept 234 - Insurance & Bonds				
72500 Insurance Premiums	18,000.00	18,000.00	10,113.94	43.81
Total Dept 234 - Insurance & Bonds	18,000.00	18,000.00	10,113.94	43.81
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Total - Function Unclassified	18,000.00	18,000.00	10,113.94	43.81
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TOTAL EXPENDITURES	18,000.00	18,000.00	10,113.94	43.81
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Fund 736 - Retiree Medical Trust Fund: TOTAL EXPENDITURES	18,000.00	18,000.00	10,113.94	43.81
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Fund 900 - DDA Fund Expenditures				
Function: Unclassified				
Dept 728 - Economic Development				
70300 Salaries-Staff	2,000.00	2,000.00	1,000.00	50.00
72800 Supplies	500.00	500.00	500.00	0.00
73000 Postage	500.00	500.00	500.00	0.00
80100 Community Events	750.00	750.00	0.00	100.00
80800 Consultants	72,000.00	72,000.00	62,356.91	13.39
82500 Accounting & Audit Fees	2,000.00	2,000.00	1,000.00	50.00
82600 Legal Fees	2,000.00	2,000.00	2,000.00	0.00
90300 Legal Notices	500.00	500.00	470.00	6.00
93300 Repairs and Maintenance	6,000.00	6,000.00	4,028.00	32.87
97500 Capital Outlay/Obligated Projects	94,150.00	134,150.00	91,150.44	32.05
Total Dept 728 - Economic Development	180,400.00	220,400.00	163,005.35	26.04
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Total - Function Unclassified	180,400.00	220,400.00	163,005.35	26.04

EXPENDITURE REPORT FOR OSHTEMO CHARTER TOWNSHIP
 PERIOD ENDING 09/30/2018
 % Fiscal Year Completed: 74.79

ACCOUNT DESCRIPTION	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 900 - DDA Fund Expenditures				
TOTAL EXPENDITURES	180,400.00	220,400.00	163,005.35	26.04
Fund 900 - DDA Fund: TOTAL EXPENDITURES	180,400.00	220,400.00	163,005.35	26.04
TOTAL EXPENDITURES - ALL FUNDS	12,194,018.00	14,131,111.00	8,940,072.19	36.73

Memorandum

Date: December 5, 2018
To: Township Board
From: Cemeteries Study Group
Re: Cemetery Master Planning Process



OBJECTIVE

To elicit feedback from Board members and the public on draft master plans for Oshtemo Township's three cemeteries. The draft plans will be presented during the meeting, along with summaries of existing conditions and the results of the ground penetrating radar (GPR) research to identify the location of graves in unmarked portions of the cemeteries. Master plan adoption is anticipated in 2019.

BACKGROUND

Oshtemo Township owns and manages three cemeteries: Genesee Prairie Cemetery, located at the corner of Parkview Avenue and South 11th Street, Hill Cemetery, located at the corner North 2nd Street and West J Avenue, and West Oshtemo Cemetery, located at the corner of South 1st Street and West KL Avenue.

A variety of issues prompted the Township Clerk's Office and the Buildings & Grounds Committee to begin cemetery planning in 2018. Most important was a concern for the short and long term costs of cemetery maintenance, such as mowing, tree trimming and removal, and repairing gravel drives. Other issues included a lack of historic burial records for some sections of the cemeteries, questions about the amount of burial space required in the long term, and evolving trends for types of burial spaces. For example, there is growing interest in offering a green (or natural) burial option. In this instance, the body is not prepared with chemicals such as embalming fluids and is simply placed in a biodegradable coffin or shroud and interred without a concrete burial vault. Green burial areas are typically not mowed on a regular basis. They may be planted with prairie grasses or other native vegetation. Rather than individual headstones, names may be listed on a community cenotaph nearby. More options for cremated remains, such as columbaria, were also desired.

Because of the historic connection between cemeteries and parks and their value for conservation and open space, cemeteries were included in the GO! Green Oshtemo planning process for parks and recreation, non-motorized transportation, and conservation. A landscape architect specializing in cemetery planning and design, with knowledge of the industry and trends, was hired to lead the effort. Citizen input included three public meetings, an 11-member cemetery study group made up of residents, Board and staff members, and consultants, and an all-day design charrette. Three local funeral directors participated in the design charrette, in addition to study group, Board and staff members, and consultants.

Draft master plans were created that include both short and long term recommendations for circulation, burial types, memorialization options, committal facilities, site amenities, and landscape enhancements. They can be implemented over many years and will be a useful tool for future generations. Improvements have been prioritized for each cemetery, with a list of tasks that can be undertaken soon. The plans offer more interment options and a dramatic increase in number of burial spaces in the future.

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Date: November 27, 2018
Mtg. Date: December 11, 2018
Subject: Township Initiated Rezoning – 1995 North 6th Street

OBJECTIVE

First reading of a Township initiated rezoning request for 1.95 acres of a 35.4-acre property located at 1995 North 6th Street from the C: Local Business District to the RR: Rural Residential District. Parcel number: 3905-09-480-010.

BACKGROUND

This is a Planning Department initiated request to rezone the portion of the subject parcel that is designated as C: Local Business District to the RR: Rural Residential District. The concern with the current zoning of this property is its incompatibility with surrounding land uses and zoning. In addition, the request to rezone the subject property is a step towards implementation of the Township's Future Land Use Map.

The total parcel size is 35.4 acres and that portion which is zoned C: Local Business District comprises approximately 1.95 acres located adjacent to 6th Street. From aerial photography and a site visit, the property contains a single-family home and a number of outbuildings. In addition, most of the acreage is farmed with some undeveloped wooded areas. The accessory building immediately to the north of the home was the location of the commercial operation on the property.

Property History

From our investigations, staff found minutes from a May 28, 1981 Zoning Board meeting which indicated that part of the subject parcel was zoned "C" and was used as a car sales and auto repair shop. The minutes reflect that the use was in place prior to the establishment of the first zoning ordinance in the Township, making the use legal nonconforming. The applicant at that meeting was requesting a change in the properties zoning, moving the "C" district to a different location on the parcel. This request was ultimately approved by the Township Board at a January 1982 meeting. The commercial zoning has been in place since that time. There are no records as to how long the property was actually used as an auto repair shop but it appears from aerial photography that this

use ceased to exist at some point between 2009 and 2013. The property is currently being used in an agricultural and residential manner.

Rezoning Considerations

The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that must be considered when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. These considerations are as follows:

1. Master Plan Designation

The Future Land Use Map designation for this property and all surrounding properties is Rural Residential. This designation plans for predominately low density single-family residential with some agricultural uses that engender rural character. The Future Land Use Plan does recognize some small long-standing commercial uses within the Rural Residential area, but references farm stands and other commercial uses serving the local and regional markets. For example, Husted's Market on West Main Street.

The overall intent of this District is to promote a rural lifestyle for residential and agricultural uses. Strategic locations for commercial development were carefully planned to provide opportunities for residents to meet convenience needs. The Neighborhood Commercial District, which was designed for the less developed areas of the Township, indicates commercial uses should maintain rural character and provide services, like small convenience stores, that will support and be compatible with nearby residential developments.

The commercial zoning on the subject property was not future planned in this area and is not compatible with the overall intent of the Rural Residential district.

2. Consistency of the Zoning Classification in the General Area

The properties that surround the subject parcel are either the AG: Agricultural District or the RR: Rural Residential District. The C: Local Business District is essentially "spot" zoning at this location. According to an article published by the Michigan State University Extension on June 17, 2016, there are four criteria to remember to avoid spot zoning, as follows:

"One illegal form of rezoning is spot zoning. This practice gets its name from the appearance of small spots of different zoning districts on a zoning map that otherwise has large contiguous areas in the same zoning district around the spots. To be considered a spot zone, the property, in most cases, must meet the following four criteria:

- The area is small compared to districts surrounding the parcel in question.*
- The new district allows land uses inconsistent with those allowed in the vicinity.*
- The spot zone would confer a special benefit on the individual property owner not commonly enjoyed by the owners of similar property.*

- *The existence of the spot zone conflicts with the policies in the text of the master plan and the future land use map.*

Rezoning that have the four characteristics of spot zoning listed above run a high risk of invalidation if challenged in court and not consistent with the master plan. In some cases, master plans anticipate these relationships and provide for them (for example, a small commercial area may serve a residential neighborhood). In those cases where the master plan supports a relatively small zoning district that is dissimilar to the zoning that surrounds it, this is probably not a spot zone.”

The subject site meets all four of these criteria. The commercial zoning is only 1.95 acres, which is very small in comparison to the acres of property surrounding the site which are zoned Agricultural or Rural Residential. The uses permitted within the C: Local Business District are generally incompatible with the AG and RR District uses, which is why the Master Plan outlines the need for a Neighborhood Commercial District. The commercial zoning confers a benefit on this individual property which is not enjoyed by adjacent properties, namely the right to develop more intense retail, commercial, and convenience uses. Finally, the commercial zoning is not supported by the Future Land Use Map, as previously stated.

3. Consistency and Compatibility with General Land Use Patterns in the Area

Properties surrounding the subject site are residential and agricultural in nature and are generally large parcels. A few smaller parcels have been created from the parent parcels along 6th Street to allow for residential development. Most of the parcels have either been put into agricultural production or are largely undeveloped and heavily wooded.

The residential and agricultural elements of the subject parcel are more in keeping with the surrounding land use pattern than the commercial zoning.

4. Utilities and Infrastructure

Utilities and infrastructure are often considered in a request for rezoning to ensure that public facilities can service any possible development that would occur on the site. Public utilities are particularly important when considering a large commercial zoned parcel. As this is a request to down zone a portion of the property, utilities are not a critical factor. However, public sanitary sewer and water are both available on 6th Street.

5. Reasonable Use under Current Zoning Classification

As the commercial use has ceased on the subject property, the change to the RR: Rural Residential District would allow the current residential and agricultural uses to continue. In addition, the rezoning will be beneficial as dual zoning often creates use nonconformities which can be problematic when either selling or financing the property.

6. Effects on Surrounding Property

Rezoning the property to the RR: Rural Residential District will have positive effects on the surrounding properties. The rezoning will allow consistency in use and compatibility of development with adjacent properties. Removing the possibility of a commercial operation will support the rural and residential character of the area.

Planning Commission Public Hearing

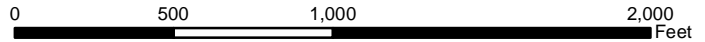
The Planning Commission held their public hearing for this request on October 11, 2018. The property owner spoke at the meeting worried the rezoning to RR: Rural Residential would impact the continued agricultural use of her parcel. She was informed that agricultural production could continue if the 1.95 acres of her parcel were rezoned. No other interested residents spoke at the public hearing. The Planning Commission made a motion to recommend approval to the Township Board, which received unanimous support. The recommendation was based on the following factors:




1. The proposed rezoning is consistent with the Township's Future Land Use Plan.
2. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the property will eliminate an area of "spot" zoning in the Township.

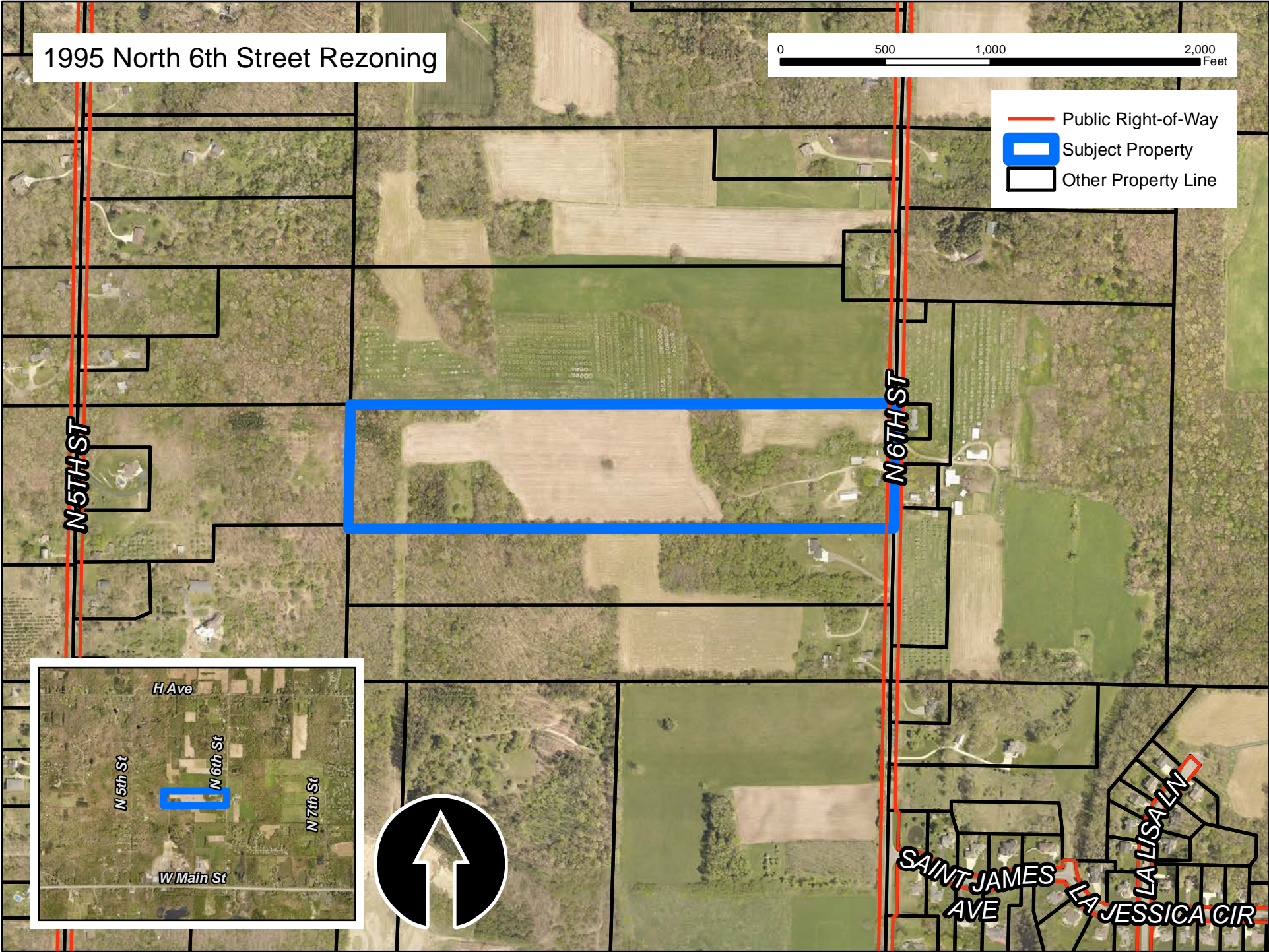
INFORMATION PROVIDED

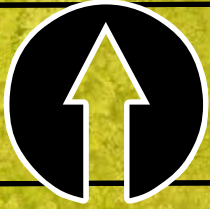
- Aerial map
- Current zoning map
- Future Land Use map
- Planning Commission Minutes excerpt from October 11, 2018
- Township Ordinance

1995 North 6th Street Rezoning








-  Public Right-of-Way
-  Subject Property
-  Other Property Line

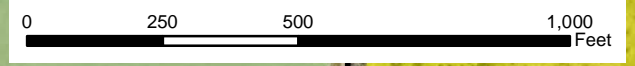




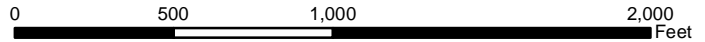
1995 N 6TH ST

N 6TH ST

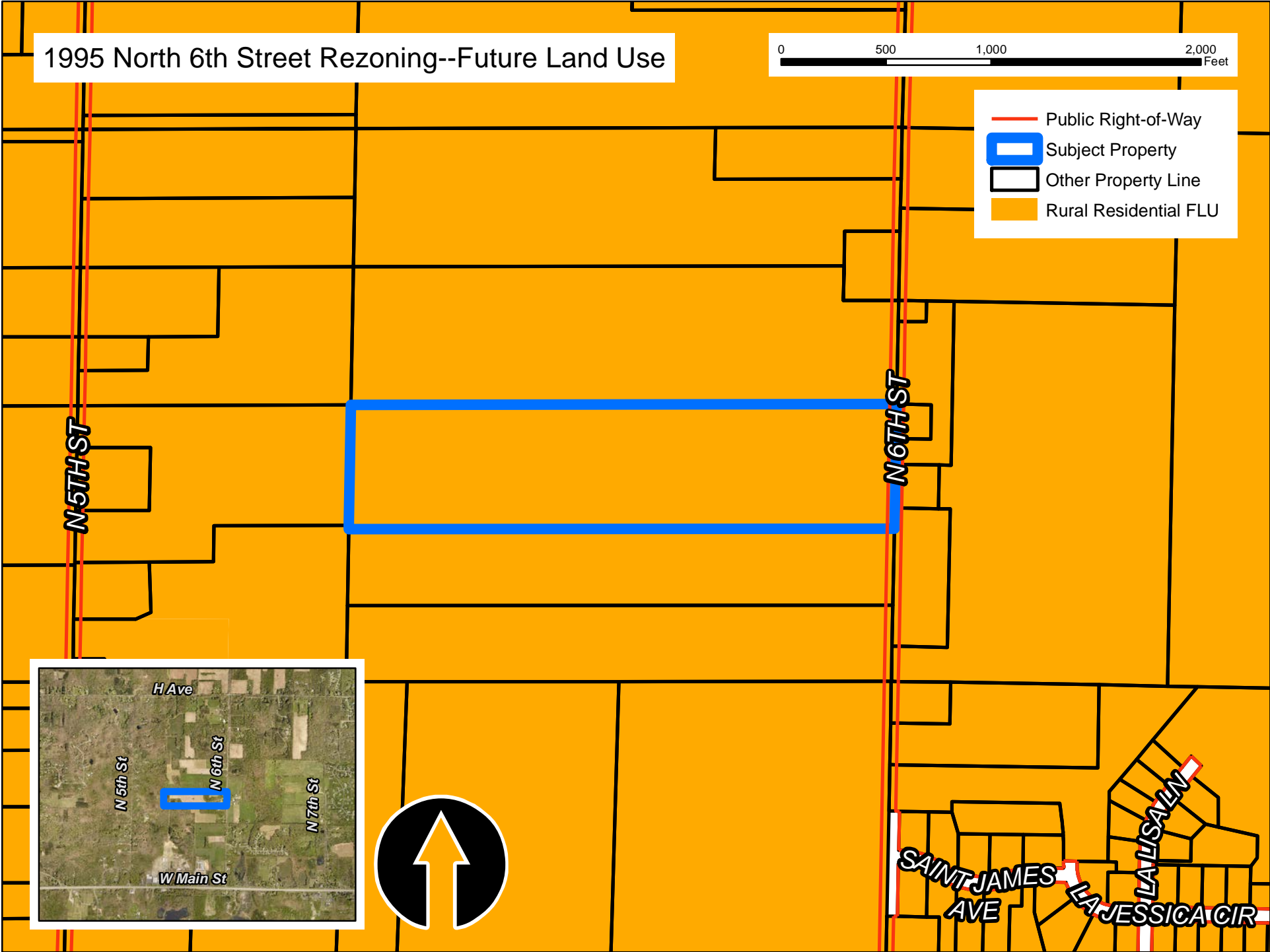
-  Subject Property
-  Other Property Line
-  AG - AGRICULTURAL DISTRICT
-  RR - RURAL RESIDENTIAL DISTRICT
-  C - LOCAL BUSINESS DISTRICT



1995 North 6th Street Rezoning--Future Land Use



- Public Right-of-Way
- Subject Property
- Other Property Line
- Rural Residential FLU



1. The proposed rezoning is consistent with the Township's Future Land Use Plan, which indicates Transitional Office for this lot.
2. The request is consistent with the existing zoning and land use pattern in the areas.
3. The requested R-3 zoning will provide a buffer between existing office and commercial uses, as well as the Stadium Drive right-of-way, and the single-family residential uses within the Plainview Plat.

As there were no questions from Commissioners, Chairperson Bell moved to public hearing.

Mr. Scott Mursch, 5831 Stadium Drive, indicated the property in question belongs to his mother who has relocated to assisted living and needs to sell this property, one of the few not zoned R-3 or higher on Stadium Drive.

Hearing no further comments, the Chair moved to Board Deliberation and noted the request would be in line with the Future Land Use Plan and Master Plan.

In response to a question from Ms. Smith, Ms. Johnston said notices were sent to property owners within 300 feet of this property; no one responded.

Ms. Farmer made a motion to recommend approval to the Township Board for re-zoning of the parcel at 5831 Stadium Drive from R-2 Residential District to R-3 Residential District based on the reasons listed in the Staff recommendation. Mr. Chambers supported the motion. The motion was approved unanimously.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of a parcel of land totaling 1.95 acres located at 1995 North 6th Street from the C: Local Business District to the RR: Rural Residential District. Parcel No. 3905-09-480-010.

Ms. Johnston noted this was the first of three Planning Department initiated requests for rezoning. This request was to rezone the portion of subject parcel 3905-09-480-010 located at 1995 North 6th Street and designated as C: Local Business District to the RR: Rural Residential District. The concern with the current zoning of this property is its incompatibility with surrounding land uses and zoning. In addition, the request to rezone the subject property is a step towards implementation of the Township's Future Land Use Map. This area is planned as Rural Residential.

She said the total parcel size is 35.4 acres and that portion which is zoned C: Local Business District comprises approximately 1.95 acres located adjacent to 6th Street. From aerial photography and a site visit, the property contains a single-family

home and a number of outbuildings. In addition, most of the acreage is farmed with some undeveloped wooded areas. The accessory building immediately to the north of the home was the location of the commercial operation on the property.

Staff found minutes from a May 28, 1981 Zoning Board meeting which indicated that part of the subject parcel was zoned "C" and was used as a car sale and auto repair shop. The minutes reflect the use was in place prior to the establishment of the first zoning ordinance in the Township, making the uses legal nonconforming. There are no records as to how long the property was actually used as an auto repair shop but it appears from aerial photography this use ceased to exist at some point between 2009 and 2013. The property is currently being used in an agricultural and residential manner.

Staff recommended the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject property from the C: Local Business District to the RR: Rural Residential District for the following reasons:

4. The proposed rezoning is consistent with the Township's Future Land Use Plan.
5. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
6. Rezoning the property will eliminate an area of "spot" zoning in the Township.

In response to questions, Ms. Johnston said there is no longer commercial use of this property and confirmed that surrounding neighbors within 300 feet were notified and no responses were received by the Township.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of each parcel of land at 3800 South 12th street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street totaling 40,837 square feet from the C: Local Business District to the RR: Rural Residential District. Parcel Nos. 3905-35-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-3905-36-405-020.

Ms. Johnston moved to the second Planning Department initiated rezoning recommendation. The four parcels included in this request have dual C: Local Business District and RR: Rural Residential District zoning. The request would rezone the portion of the subject parcels that are designated as C: Local Business District to the RR: Rural Residential District. The concern with the current zoning of these properties is the incompatibility with surrounding land uses and zoning. In addition, the request to rezone the subject property is a step towards implementation of the Township's Genesee Prairie Sub-Area Plan.

Two of the parcels are owned by Kalamazoo Christian School Association, one by Mr. Ricky Colasanti and one by Mr. Theodore and Mrs. Kathryn McFarlen.

The C: Local Business District designation is located approximately 130 feet east of South 11th Street and touches, to some degree, all four parcels. The total size of the commercial designation is approximately 40,837 square feet, approximately 2,700 square feet shy of an acre.

She explained the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The home located at 3985 South 11th Street is located within the C District and is therefore nonconforming and must comply with all of the nonconforming requirements of the Ordinance. This means the building is not allowed to expand and if it is damaged where reconstruction exceeds one-half of the value of the home, it can only be built in conformance with the code. As residential uses are not permitted, the property owner would have to request a rezoning before the home could be rebuilt.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission or Township Board. Based on this, she said, we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township.

Ms. Johnston said Staff recommended the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject properties from the C: Local Business District to the RR: Rural Residential District for the following reasons:

1. The proposed rezoning is consistent with the Genesee Prairie Sub-Area Plan.
2. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the properties will eliminate an area of "spot" zoning in the Township.

There were no Commissioner questions for Ms. Johnston regarding this request.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of five parcels of land at 6760 West KL Avenue west to 6930 West KL Avenue totaling 2.99 acres from the C: Local Business District to the R-2: Residence District. Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090 and 3905-23-055-100.

Ms. Johnston explained the five parcels included in this request have dual C: Local Business District and R-2: Residence District zoning. This Township initiated

application is to rezone the portion of the parcels designated as C: Local Business District. The concern with the current zoning of these properties is predominately the “spot” zoning characteristics of the designation, as well as the limited utility of the zoning on these parcels. In addition, the request to rezone the subject property is a step towards implementation of the 9th Street Sub-Area Plan future land use map.

The C: Local Business District designation is located immediately adjacent to KL Avenue and continues north within the parcels for approximately 130 feet, generally splitting most of the parcels in half. From aerial photography and a site visit, the properties are predominately single-family residential. The larger Western Michigan University property is used in an agricultural capacity as grazing land for sheep.

She said the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The homes located within the C District are nonconforming and must comply with all of the nonconforming requirements of the Ordinance. In addition, the relatively small area of the parcels zoned commercial limits the actual uses which could be developed. When considering the requirements for parking, landscaping, on-site storm water retention, and the placement of a commercial building, it is likely the available commercial zoning could not accommodate all of these needs. What this equates to is a zoning designation that severely restricts the feasibility of commercial development while also hindering the existing residential uses.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission, or Township Board. Based on this, she said we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township. From conversations with staff, the Husted family owned much of the acreage in this area and it was thought the commercial designation could have been provided for some type of farm market operation. However, past records could not be found to substantiate this hypothesis.

Ms. Johnston recommended the Planning Commission forward an approval recommendation to the Township Board to rezone of the subject properties from the C: Local Business District to the R-2: Residence District for the following reasons:

7. The proposed rezoning is consistent with the 9th Street Sub-Area Plan.
8. The requested R-2: Residence zoning is compatible with the surrounding land uses and zoning classifications.
9. Rezoning the properties will eliminate an area of “spot” zoning in the Township.

Chairperson Bell asked if there were questions from Commissioners who confirmed notification was sent to neighboring owners. Ms. Johnston said the decision

to recommend rezoning was precipitated by a property owner's problems obtaining approvals for a new single-family home due to non-conformity. It was decided that the remnant commercial zoning should be brought into compliance at the same time to follow the Future Land Use Plan, eliminate spot zoning, and remove non-conforming issues for property owners.

It is believed the zoning was put in place in the early 80's when the Township first established the zoning ordinance, which Attorney Porter believed was rolled over from the 1960's original Township Ordinance which was haphazard.

Chairperson Bell moved to public hearing and asked if there were comments on the 6th Street rezoning.

Ms. Laurie Alexander, 1995 North 6th Street, noted her property is surrounded by agricultural zoning and wondered how her property would be affected.

Ms. Johnston explained she would still be allowed to use her property in an agricultural way, with the ability to continue grow crops and own farm animals.

Attorney Porter said if in the future she wished to be rezoned to agricultural she would need to talk with the Planning Department about making a formal request to the Planning Commission.

Chairperson Bell moved to public hearing and asked if there were comments on the 11th Street rezoning.

There were no public comments from the public on this item.

Chairperson Bell moved to public hearing and asked if there were comments on the KL Avenue rezoning.

Ms. Holly Husted, 9222 Almena Drive, said she was the executor of the property formerly owned by her father, Glen Husted and was speaking on behalf of her family who is opposed to the proposed rezoning for three reasons. 1) The area is not neighborhood friendly with existing industrial development; there has not been any residential development there for over 50 years. 2) There is already much industrial development present and opportunities to develop small related businesses exist. 3) The conclusion of an appraisal is that the rezoning would decrease property values.

Mr. Jim Husted, 9570 West L Ave., said his father, Glen Husted believed the property had commercial zoning for the full depth of the property. He thought when the commercial zoning was reduced to its current configuration his father did not know it had occurred and that if the zoning is too narrow/small the problem was actually created by the Township.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

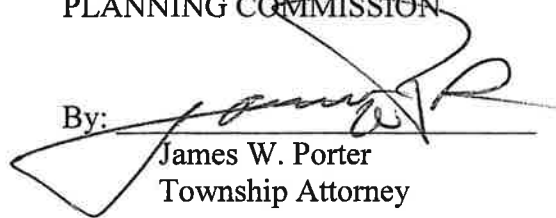
RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED OCTOBER 11, 2018.

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment of the Oshtemo Charter Township Zoning Ordinance:

The rezoning of a portion of a parcel of land located at 1995 North 6th Street (that land lying within the first 375 feet of said parcel, approximately 1.95 acres in size), Parcel No. 3905-09-480-010, from the "C" Local Business District to the "RR" Rural Residential District.

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: October 11, 2018

By: 
James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. _____

Adopted: _____, 2018

Effective: _____, 2018

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, by the rezoning of a portion of property on North 6th Street in Land Section 09 from the “C” Local Business District to the “RR” Rural Residential District, the rezoning of portions of property on West KL Avenue in Land Section 23 from the “C” Local Business District zoning classification to “R-2” Residence District zoning classification, and the rezoning of portions of property on South 11th and 12th Streets in Land Section 36 from the “C” Local Business District to the “RR” Rural Residential District. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF LAND SECTION 09. Section 70 of the Oshtemo Charter Township Zoning Ordinance, entitled “Use District Boundaries”, is hereby amended to rezone of a parcel of land located at 1995 North 6th Street (that land lying within the first 375 feet of said parcel, approximately 1.95 acres in size), Parcel No. 3905-09-480-010, from the “C” Local Business District to the “RR” Rural Residential District, more particularly described as:

Commencing at the Southeast corner of Section 9, T. 2 S., R. 12 W.; thence North along the East line of said Section, 1044 feet; thence West 33 feet to the Westerly right-of-way line of 6th Street and the place of beginning; thence continuing West 80 feet; thence South 264 feet; thence West 220 feet; thence North 264 feet; thence East 120 feet; thence North 150 feet; thence East 180 feet to said right-of-way line; thence South thereon 150 feet to beginning.

SECTION II. AMENDMENT OF LAND SECTION 23. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 6930 West KL Avenue, the land immediately east of 6930 West KL Avenue in the 6900 Block, 6818 West KL Avenue, the land immediately east of 6818 West KL Avenue in the 6800 Block, and 6760 West KL Avenue for land beginning at the West KL Avenue right-of-way to a depth of approximately 132 feet on each parcel of land, Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090, and 3905-23-055-100, from the "C" Local Business District to the "R-2" Residence District, more particularly described as:

Commencing at the West 1/4 post of Section 23, T. 2 S., R. 12 W.; thence Easterly along the East and West 1/4 line of said Section, 331.67 feet; thence Northerly parallel with the West line of said Section, 33.00 feet to the North right-of-way line of KL Avenue and the place of beginning; thence continuing Northerly parallel with the West line of said Section, 132.00 feet; thence Easterly parallel with said East and West 1/4 line, 987.36 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section; thence Southerly thereon 132.00 feet to said North right-of-way line; thence Westerly thereon 987.36 feet to beginning.

SECTION III. AMENDMENT OF LAND SECTION 36. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 3800 South 12th Street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street, lying within a portion of the subject properties approximately 165 feet from the center of South 11th Street to a depth of approximately 250 feet, (width of 165 feet), a portion of which lies on Parcel Nos. 3905-36-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-36-405-020 from the "C" Local Business District to the "RR" Rural Residential District, more particularly described as:

The East 247.50 feet of the West 412.50 feet of the South 99.00 feet of the Northeast 1/4 of Section 36, T. 2 S., R. 12 W. Also the East 247.50 feet of the West 412.50 feet of the North 66.00 feet of the Southeast 1/4 of said Section 36.

SECTION IV. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this amendment are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, Clerk
OSHTEMO CHARTER TOWNSHIP

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Date: November 30, 2018
Mtg. Date: December 11, 2018
Subject: Township Initiated Rezoning – South 11th Street

OBJECTIVE

Consideration of first reading of a Township initiated rezoning from the C: Local Business District to the RR: Rural Residential District for 40,837 square feet of property located on the following parcels:

- 3905-36-280-010 - addressed as 3800 South 12th Street (Kalamazoo Christian School)
- 3905-36-405-020 - no address (Kalamazoo Christian School)
- 3905-36-255-080 – addressed as 3941 South 11th Street
- 3905-36-405-010 – addressed as 3985 South 11th Street

BACKGROUND

The four parcels included in this request have dual C: Local Business District and RR: Rural Residential District zoning. This is a Planning Department initiated request to rezone the portion of the subject parcels that are designated as C: Local Business District to the RR: Rural Residential District. The concern with the current zoning of these properties is the incompatibility with surrounding land uses and zoning. In addition, the request to rezone the subject property is a step towards implementation of the Township’s Genesee Prairie Sub-Area Plan.

The C: Local Business District designation is located approximately 130 feet east of South 11th Street and touches, to some degree, all four parcels. The total size of the commercial designation is approximately 40,837 square feet, approximately 2,700 square feet shy of an acre. The four properties, moving north to south, include the following:

Parcel Number	Total Acreage	RR Zoning Acreage	Commercial Zoning Acreage
3905-36-280-010	77.04	76.77	0.27
3905-36-255-080	0.77	0.74	0.03
3905-36-405-010	1.34	0.88	0.46
3905-36-405-020	17.26	17.08	0.18

The difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The home located at 3985 South 11th Street is located within the C District and is therefore nonconforming and must comply with all of the nonconforming requirements of the Ordinance. This means the building is not allowed to expand and if it is damaged where reconstruction exceeds one-half of the value of the home, it can only be built in conformance with the code. As residential uses are not permitted, the property owner would have to request a rezoning before the home could be rebuilt.

In addition, the relatively small area of the parcels zoned commercial limits the actual uses which could be developed. The parcel addressed as 3941 South 11th Street only has approximately 1,359 square feet of commercial zoning. When considering the requirements for parking, landscaping, on-site storm water retention, and the placement of a commercial building, it is not likely the available commercial zoning could accommodate all of these needs. What this equates to is a zoning designation that severely restricts the feasibility of commercial development while also hindering the existing residential uses.

Property History

Staff was not able to find any mention of this zoning designation in previous minutes of either the Zoning Board, Planning Commission, or Township Board. Based on this, we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township.

There is a large garage type structure found within the area designated as C: Local Business District. However, staff has been informed that this structure is not utilized by the Kalamazoo Christian School as a bus garage. In fact, the Fire Marshal, who has been with the Township for over 30 years, stated he doesn't recall the garage every being a commercial operation. At this time, staff has no documentation as to why commercial zoning was placed at this location.

Zoning Considerations

The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that must be considered when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. These considerations are as follows:

1. Master Plan Designation

The subject properties and all surrounding properties are included in the Genesee Prairie Sub-Area Plan. The future land use map for the Sub-Area indicates most of the properties along 11th Street should develop as Conservation Residential, which states the following:

“Areas designated Conservation Residential will remain much as they are currently. This includes a mix of agriculture, open space, rural residential and low-density residential

neighborhoods. As development occurs, it must be consistent with the principles of the Sub-Area. As large-scale agriculture becomes less viable, small organic or community-supported farms may be established in conjunction with low density residential development to capitalize on the prime soils and provide a local food supply.”

The RR: Rural Residential zoning in this area supports the Conservation Residential future land use designation. The overall intent of the Conservation Residential District is to promote a rural lifestyle for residential and agricultural uses and preserve important open space lands. Commercial development, outside possible small agribusinesses, was not envisioned in this area of the Township.

The other future land use designation in this area is the Institutional District. The Sub-Area Plan indicates the following:

“The Institutional area covers three properties; the Genesee Prairie Cemetery, the National Guard Armory, and Kalamazoo Christian West Elementary (and the remaining property owned by Kalamazoo Christian Schools). All of these uses are quasi-public uses, and are located at 12th Street and Parkview Avenue. Due to the likelihood that these properties will remain under current ownership and use for the foreseeable future, they were given a separate designation.”

Overall, the two future land use categories located within and near the subject rezoning allow generally low-intensity uses that fit well in a residential and more rural environment. The C: Local Business District would allow uses incompatible with the intent of the Genesee Prairie Sub-Area Plan.

2. Consistency of the Zoning Classification in the General Area

The properties that surround the subject parcels are zoned RR: Rural Residential District. Some R-2: Residence District zoning is found approximately 1,000 feet to the south of the commercial zoning designation. The C: Local Business District is essentially “spot” zoning at this location. According to an article published by the Michigan State University Extension on June 17, 2016, there are four criteria to remember to avoid spot zoning, as follows:

“One illegal form of rezoning is spot zoning. This practice gets its name from the appearance of small spots of different zoning districts on a zoning map that otherwise has large contiguous areas in the same zoning district around the spots. To be considered a spot zone, the property, in most cases, must meet the following four criteria:

- The area is small compared to districts surrounding the parcel in question.*
- The new district allows land uses inconsistent with those allowed in the vicinity.*
- The spot zone would confer a special benefit on the individual property owner not commonly enjoyed by the owners of similar property.*
- The existence of the spot zone conflicts with the policies in the text of the master plan and the future land use map.*

Rezoning that have the four characteristics of spot zoning listed above run a high risk of invalidation if challenged in court and not consistent with the master plan. In some cases, master plans anticipate these relationships and provide for them (for example, a small commercial area may serve a residential neighborhood). In those cases where the master plan supports a relatively small zoning district that is dissimilar to the zoning that surrounds it, this is probably not a spot zone.”

The subject site meets all four of these criteria. The commercial zoning is less than an acre in size, which is very small in comparison to the acres of property surrounding the site which are zoned Rural Residential. The uses permitted within the C: Local Business District are generally incompatible with the RR District uses, which is why the Township Master Plan designated a Neighborhood Commercial District to provide specific areas in the rural parts of the Township for convenience uses. The commercial zoning confers a benefit on these parcels which is not enjoyed by adjacent properties, namely the right to develop more intense retail, commercial, and convenience uses. Finally, the commercial zoning is not supported by the Genesee Prairie Sub-Area Plan, as previously stated.

3. Consistency and Compatibility with General Land Use Patterns in the Area

Two of the four properties included in this request are owned by the Kalamazoo Christian School Association and are large parcels totaling 94.3 acres. While the elementary and middle school are located on the property addressed as 3800 South 12th Street, the land adjacent to 11th Street near the commercial zoning is currently farmed. The remaining two parcels are smaller and have developed as single-family residential uses.

Properties surrounding the subject site remain predominately agricultural row crops. This area of the Township has prime fertile soils for farmland. The existing farming is the only significant remaining agricultural use in the eastern third of the Township. Additional area land uses include some smaller residential parcels and two large institutional uses – Kalamazoo Christian Elementary and Middle School and the Lighthouse Community Church.

The residential and agricultural elements of the subject parcels are more in keeping with the surrounding land use pattern than the commercial zoning.

4. Utilities and Infrastructure

Utilities and infrastructure are often considered in a request for rezoning to ensure that public facilities can service any possible development that would occur on the site. Public utilities are particularly important when considering a large commercial zoned parcel. As this is a request to down zone a portion of the subject properties, utilities are not a critical factor.

Public water is available on 11th Street, just not immediately adjacent to the subject parcels. The water system ends both to the north and south of the Kalamazoo Christian School Association parcels. Sanitary sewer is located on N Avenue and moves north up 11th Street for approximately 450 feet.

5. Reasonable Use under Current Zoning Classification

With the uncertainty of whether a commercial use was ever active on the subject parcels, the removal of the C: Local Business District should have no impact on the reasonable use of the property. The change to the RR: Rural Residential District would allow the current residential and agricultural uses to continue. In addition, the rezoning will be beneficial as dual zoning often creates use nonconformities which can be problematic when either selling or financing property.

6. Effects on Surrounding Property

Rezoning the property to the RR: Rural Residential District will have positive effects on the surrounding properties. The rezoning will allow consistency in use and compatibility of development with adjacent properties. Removing the possibility of a commercial operation will support the rural and residential character of the area and the Genesee Prairie Sub-Area Plan.

Planning Commission Public Hearing




The Planning Commission held their public hearing for this request on October 11, 2018. No interested residents spoke at the public hearing. The Planning Commission made a motion to recommend approval to the Township Board, which received unanimous support. The recommendation was based on the following factors:

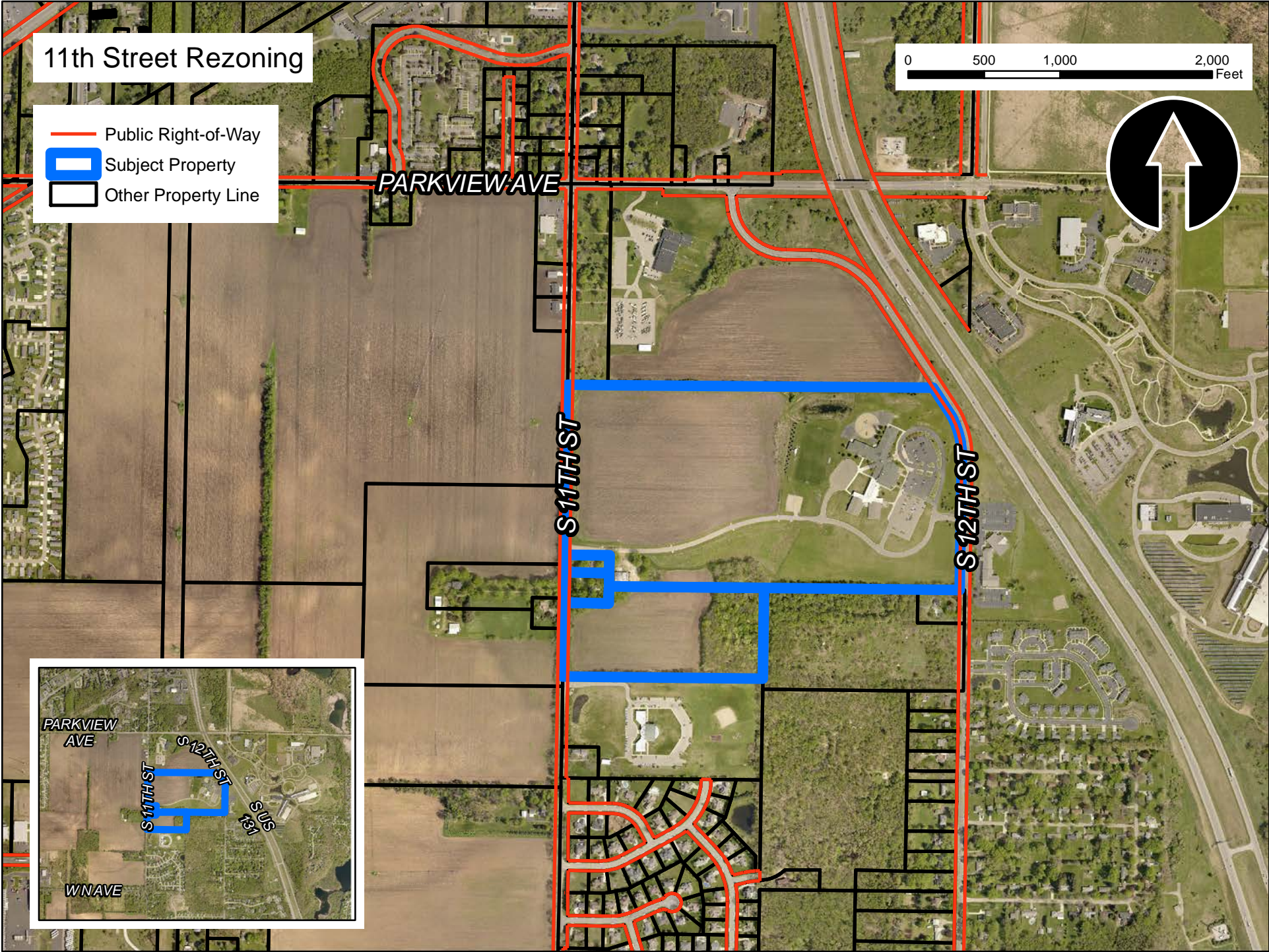
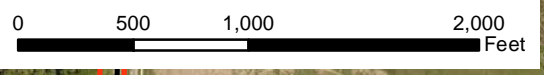
1. The proposed rezoning is consistent with the Genesee Prairie Sub-Area Plan.
2. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the properties will eliminate an area of "spot" zoning in the Township.

INFORMATION PROVIDED

- Aerial map
- Current zoning map
- Future Land Use map
- Genesee Prairie Sub-Area Plan Map
- Planning Commission Minutes excerpt from October 11, 2018
- Township Ordinance

11th Street Rezoning

-  Public Right-of-Way
-  Subject Property
-  Other Property Line










3800 S 12TH ST

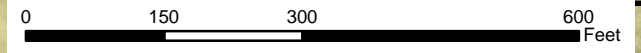
3941 S 11TH ST

3985 S 11TH ST

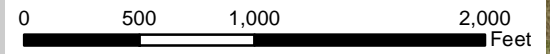
S 11TH ST

S 11TH ST

-  Subject Property
-  Other Property Line
-  RR - RURAL RESIDENTIAL DISTRICT
-  R2 - RESIDENCE DISTRICT
-  C - LOCAL BUSINESS DISTRICT



11th Street Rezoning--Future Land Use



- Public Right-of-Way
- Subject Property
- Other Property Line
- Conservation Residential
- Institutional
- Research Office
- Manufactured Residential
- Transitional Office
- Local Commercial
- Village Core
- Research Office
- Other Sub Area

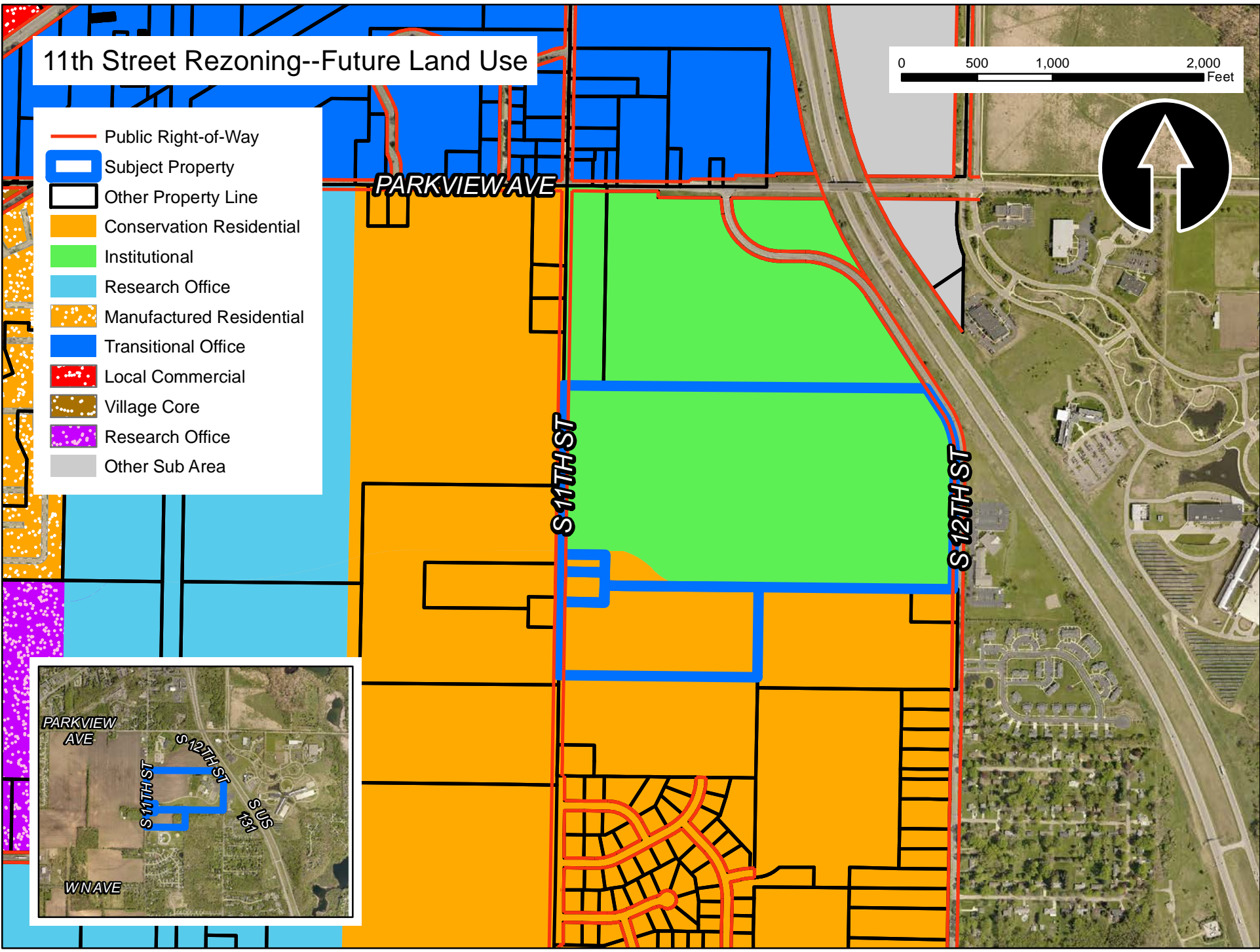
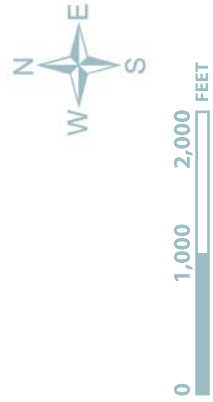
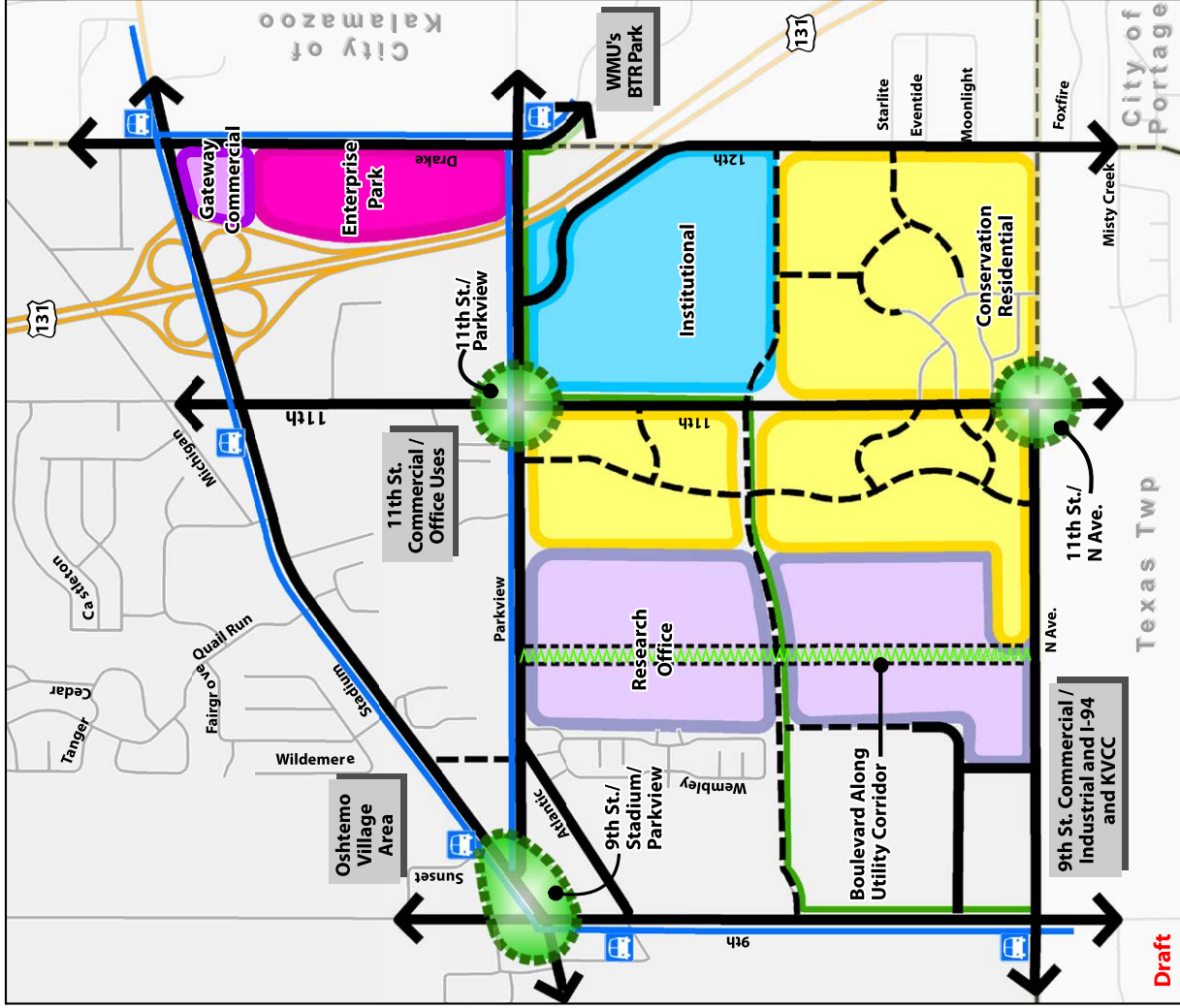


FIGURE 9.2
Genesee Prairie Sub Area Plan
 Osthemo Charter Township, Kalamazoo County, Michigan

LEGEND

- Non-motorized connection from KVCC to BTR Park
- Public Transit Routes
- - - Proposed Roadways
- Intersection needing attention

Base Map Source: MfGDL v6b & v7b
 Data Source: Osthemo Township, 2008;
 McKenna Associates, 2008



Draft

McKenna
 ASSOCIATES

home and a number of outbuildings. In addition, most of the acreage is farmed with some undeveloped wooded areas. The accessory building immediately to the north of the home was the location of the commercial operation on the property.

Staff found minutes from a May 28, 1981 Zoning Board meeting which indicated that part of the subject parcel was zoned "C" and was used as a car sale and auto repair shop. The minutes reflect the use was in place prior to the establishment of the first zoning ordinance in the Township, making the uses legal nonconforming. There are no records as to how long the property was actually used as an auto repair shop but it appears from aerial photography this use ceased to exist at some point between 2009 and 2013. The property is currently being used in an agricultural and residential manner.

Staff recommended the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject property from the C: Local Business District to the RR: Rural Residential District for the following reasons:

4. The proposed rezoning is consistent with the Township's Future Land Use Plan.
5. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
6. Rezoning the property will eliminate an area of "spot" zoning in the Township.

In response to questions, Ms. Johnston said there is no longer commercial use of this property and confirmed that surrounding neighbors within 300 feet were notified and no responses were received by the Township.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of each parcel of land at 3800 South 12th street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street totaling 40,837 square feet from the C: Local Business District to the RR: Rural Residential District. Parcel Nos. 3905-35-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-3905-36-405-020.

Ms. Johnston moved to the second Planning Department initiated rezoning recommendation. The four parcels included in this request have dual C: Local Business District and RR: Rural Residential District zoning. The request would rezone the portion of the subject parcels that are designated as C: Local Business District to the RR: Rural Residential District. The concern with the current zoning of these properties is the incompatibility with surrounding land uses and zoning. In addition, the request to rezone the subject property is a step towards implementation of the Township's Genesee Prairie Sub-Area Plan.

Two of the parcels are owned by Kalamazoo Christian School Association, one by Mr. Ricky Colasanti and one by Mr. Theodore and Mrs. Kathryn McFarlen.

The C: Local Business District designation is located approximately 130 feet east of South 11th Street and touches, to some degree, all four parcels. The total size of the commercial designation is approximately 40,837 square feet, approximately 2,700 square feet shy of an acre.

She explained the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The home located at 3985 South 11th Street is located within the C District and is therefore nonconforming and must comply with all of the nonconforming requirements of the Ordinance. This means the building is not allowed to expand and if it is damaged where reconstruction exceeds one-half of the value of the home, it can only be built in conformance with the code. As residential uses are not permitted, the property owner would have to request a rezoning before the home could be rebuilt.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission or Township Board. Based on this, she said, we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township.

Ms. Johnston said Staff recommended the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject properties from the C: Local Business District to the RR: Rural Residential District for the following reasons:

1. The proposed rezoning is consistent with the Genesee Prairie Sub-Area Plan.
2. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the properties will eliminate an area of “spot” zoning in the Township.

There were no Commissioner questions for Ms. Johnston regarding this request.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of five parcels of land at 6760 West KL Avenue west to 6930 West KL Avenue totaling 2.99 acres from the C: Local Business District to the R-2: Residence District. Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090 and 3905-23-055-100.

Ms. Johnston explained the five parcels included in this request have dual C: Local Business District and R-2: Residence District zoning. This Township initiated

application is to rezone the portion of the parcels designated as C: Local Business District. The concern with the current zoning of these properties is predominately the “spot” zoning characteristics of the designation, as well as the limited utility of the zoning on these parcels. In addition, the request to rezone the subject property is a step towards implementation of the 9th Street Sub-Area Plan future land use map.

The C: Local Business District designation is located immediately adjacent to KL Avenue and continues north within the parcels for approximately 130 feet, generally splitting most of the parcels in half. From aerial photography and a site visit, the properties are predominately single-family residential. The larger Western Michigan University property is used in an agricultural capacity as grazing land for sheep.

She said the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The homes located within the C District are nonconforming and must comply with all of the nonconforming requirements of the Ordinance. In addition, the relatively small area of the parcels zoned commercial limits the actual uses which could be developed. When considering the requirements for parking, landscaping, on-site storm water retention, and the placement of a commercial building, it is likely the available commercial zoning could not accommodate all of these needs. What this equates to is a zoning designation that severely restricts the feasibility of commercial development while also hindering the existing residential uses.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission, or Township Board. Based on this, she said we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township. From conversations with staff, the Husted family owned much of the acreage in this area and it was thought the commercial designation could have been provided for some type of farm market operation. However, past records could not be found to substantiate this hypothesis.

Ms. Johnston recommended the Planning Commission forward an approval recommendation to the Township Board to rezone of the subject properties from the C: Local Business District to the R-2: Residence District for the following reasons:

7. The proposed rezoning is consistent with the 9th Street Sub-Area Plan.
8. The requested R-2: Residence zoning is compatible with the surrounding land uses and zoning classifications.
9. Rezoning the properties will eliminate an area of “spot” zoning in the Township.

Chairperson Bell asked if there were questions from Commissioners who confirmed notification was sent to neighboring owners. Ms. Johnston said the decision

to recommend rezoning was precipitated by a property owner's problems obtaining approvals for a new single-family home due to non-conformity. It was decided that the remnant commercial zoning should be brought into compliance at the same time to follow the Future Land Use Plan, eliminate spot zoning, and remove non-conforming issues for property owners.

It is believed the zoning was put in place in the early 80's when the Township first established the zoning ordinance, which Attorney Porter believed was rolled over from the 1960's original Township Ordinance which was haphazard.

Chairperson Bell moved to public hearing and asked if there were comments on the 6th Street rezoning.

Ms. Laurie Alexander, 1995 North 6th Street, noted her property is surrounded by agricultural zoning and wondered how her property would be affected.

Ms. Johnston explained she would still be allowed to use her property in an agricultural way, with the ability to continue grow crops and own farm animals.

Attorney Porter said if in the future she wished to be rezoned to agricultural she would need to talk with the Planning Department about making a formal request to the Planning Commission.

Chairperson Bell moved to public hearing and asked if there were comments on the 11th Street rezoning.

There were no public comments from the public on this item.

Chairperson Bell moved to public hearing and asked if there were comments on the KL Avenue rezoning.

Ms. Holly Husted, 9222 Almena Drive, said she was the executor of the property formerly owned by her father, Glen Husted and was speaking on behalf of her family who is opposed to the proposed rezoning for three reasons. 1) The area is not neighborhood friendly with existing industrial development; there has not been any residential development there for over 50 years. 2) There is already much industrial development present and opportunities to develop small related businesses exist. 3) The conclusion of an appraisal is that the rezoning would decrease property values.

Mr. Jim Husted, 9570 West L Ave., said his father, Glen Husted believed the property had commercial zoning for the full depth of the property. He thought when the commercial zoning was reduced to its current configuration his father did not know it had occurred and that if the zoning is too narrow/small the problem was actually created by the Township.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

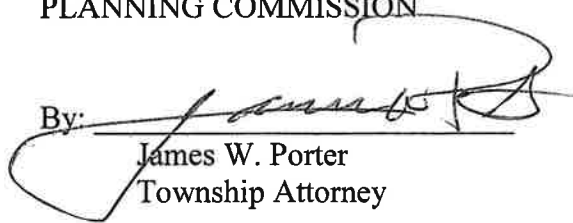
RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED OCTOBER 11, 2018.

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment of the Oshtemo Charter Township Zoning Ordinance:

The rezoning of a portion of each parcel of land located at 3800 South 12th Street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street, lying within a portion of the subject properties approximately 165 feet from the center of South 11th Street to a depth of approximately 250 feet, (width of 165 feet), a portion of which lies on Parcel Nos. 3905-36-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-36-405-020 from the "C" Local Business District to the "RR" Rural Residential District.

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: October 11, 2018

By: 
James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____
_____ DENIED _____
_____ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. ____

Adopted: _____, 2018

Effective: _____, 2018

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, by the rezoning of a portion of property on North 6th Street in Land Section 09 from the “C” Local Business District to the “RR” Rural Residential District, the rezoning of portions of property on West KL Avenue in Land Section 23 from the “C” Local Business District zoning classification to “R-2” Residence District zoning classification, and the rezoning of portions of property on South 11th and 12th Streets in Land Section 36 from the “C” Local Business District to the “RR” Rural Residential District. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF LAND SECTION 09. Section 70 of the Oshtemo Charter Township Zoning Ordinance, entitled “Use District Boundaries”, is hereby amended to rezone of a parcel of land located at 1995 North 6th Street (that land lying within the first 375 feet of said parcel, approximately 1.95 acres in size), Parcel No. 3905-09-480-010, from the “C” Local Business District to the “RR” Rural Residential District, more particularly described as:

Commencing at the Southeast corner of Section 9, T. 2 S., R. 12 W.; thence North along the East line of said Section, 1044 feet; thence West 33 feet to the Westerly right-of-way line of 6th Street and the place of beginning; thence continuing West 80 feet; thence South 264 feet; thence West 220 feet; thence North 264 feet; thence East 120 feet; thence North 150 feet; thence East 180 feet to said right-of-way line; thence South thereon 150 feet to beginning.

SECTION II. AMENDMENT OF LAND SECTION 23. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 6930 West KL Avenue, the land immediately east of 6930 West KL Avenue in the 6900 Block, 6818 West KL Avenue, the land immediately east of 6818 West KL Avenue in the 6800 Block, and 6760 West KL Avenue for land beginning at the West KL Avenue right-of-way to a depth of approximately 132 feet on each parcel of land, Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090, and 3905-23-055-100, from the "C" Local Business District to the "R-2" Residence District, more particularly described as:

Commencing at the West 1/4 post of Section 23, T. 2 S., R. 12 W.; thence Easterly along the East and West 1/4 line of said Section, 331.67 feet; thence Northerly parallel with the West line of said Section, 33.00 feet to the North right-of-way line of KL Avenue and the place of beginning; thence continuing Northerly parallel with the West line of said Section, 132.00 feet; thence Easterly parallel with said East and West 1/4 line, 987.36 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section; thence Southerly thereon 132.00 feet to said North right-of-way line; thence Westerly thereon 987.36 feet to beginning.

SECTION III. AMENDMENT OF LAND SECTION 36. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 3800 South 12th Street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street, lying within a portion of the subject properties approximately 165 feet from the center of South 11th Street to a depth of approximately 250 feet, (width of 165 feet), a portion of which lies on Parcel Nos. 3905-36-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-36-405-020 from the "C" Local Business District to the "RR" Rural Residential District, more particularly described as:

The East 247.50 feet of the West 412.50 feet of the South 99.00 feet of the Northeast 1/4 of Section 36, T. 2 S., R. 12 W. Also the East 247.50 feet of the West 412.50 feet of the North 66.00 feet of the Southeast 1/4 of said Section 36.

SECTION IV. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this amendment are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, Clerk
OSHTEMO CHARTER TOWNSHIP

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Date: November 30, 2018
Mtg. Date: December 11, 2018
Subject: Township Initiated Rezoning – West KL Avenue

OBJECTIVE

Consideration of first reading of a Township initiated rezoning from the C: Local Business District to the R-2: Residence District for 2.99 acres located on the following four parcels:

- 3905-23-155-100 - addressed as 6760 West KL Avenue
- 3905-23-055-090 - no address
- 3905-23-155-080 – addressed as 6818 West KL Avenue
- 3905-23-155-013 – no address (WMU property)
- 3905-23-155-050 – addressed as 6930 West KL Avenue

BACKGROUND

The five parcels included in this request have dual C: Local Business District and R-2: Residence District zoning. This Township initiated application is to rezone the portion of the parcels designated as C: Local Business District. The concern with the current zoning of these properties is predominately the “spot” zoning characteristics of the designation, as well as the limited utility of the zoning on these properties. In addition, the request to rezone the subject properties is a step towards implementation of the 9th Street Sub-Area Plan future land use map.

The C: Local Business District designation is located immediately adjacent to KL Avenue and continues north within the parcels for approximately 130 feet, generally splitting most of the parcels in half. The five properties, moving east to west, include the following:

Parcel Number	Total Acreage	R-2 Zoning Acreage	Commercial Zoning Acreage
3905-23-155-100	1.09	0.61	0.48
3905-23-055-090	1.09	0.61	0.48
3905-23-155-080	1.09	0.61	0.48
3905-23-155-013	28.9	28.25	0.65
3905-23-155-050	1.75	0.87	0.88

From aerial photography and a site visit, the properties are predominately single-family residential. The larger Western Michigan University property is used in an agricultural capacity as grazing land for sheep.

The difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The homes located within the C District are nonconforming and must comply with all of the nonconforming requirements of the Ordinance. This means the buildings are not allowed to expand and if they are damaged where reconstruction exceeds one-half of the value of the home, they can only be built in conformance with the code. As residential uses are not permitted, the property owner would have to request a rezoning before the home could be rebuilt.

In addition, the relatively small area of the parcels zoned commercial limits the actual uses which could be developed. When considering the requirements for parking, landscaping, on-site storm water retention, and the placement of a commercial building, it is not likely the available commercial zoning could accommodate all of these needs. What this equates to is a zoning designation that restricts the feasibility of commercial development while also hindering the existing residential uses.

Property History

Staff was not able to find any mention of this zoning designation in previous minutes of either the Zoning Board, Planning Commission, or Township Board. Based on this, we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township. From conversations with staff, the Husted family owned much of the acreage in this area and it was thought the commercial designation could have been provided for some type of farm market operation. However, past records could not be found to substantiate this hypothesis.

Zoning Considerations

The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that must be considered when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. These considerations are as follows:

1. Master Plan Designation

The 9th Street Sub-Area Plan indicates the properties in question should be Transitional Residential, which is defined as follows:

“Areas designated Transitional Residential will allow for residential development primarily through PUD or cluster development processes in order to allow for innovative neighborhoods while protecting existing natural resources and open space areas. Where the development is adjacent to the 9th Street Commercial designation, medium density residential uses such as condominiums, senior housing, and 2-4 family units would be appropriate. As the development area transitions away from the adjacent commercial use

towards existing residential neighborhoods (either along 8th Street or to the north), the density and intensity of development shall decrease. Uses here shall include low density, single-family uses as well as parks and institutional uses.”

The R-2 District portion of the subject properties meets the intent of the Sub-Area Plan designation. It allows for PUD and cluster developments, as well as condominiums, duplexes, and single-family homes. The commercial zoning designation is incongruent with the intent of the Sub-Area Plan, which instead delineates an area along 9th Street for commercial development not along KL Avenue.

The properties to the north, east, and to the immediate west of the subject parcels are also located within the 9th Street Sub-Area Plan. The Transitional Residential continues to the north and west. To the east the future land use designation is Commercial. The Sub-Area Plan indicates that uses should consist of office buildings and low intensity commercial uses, similar to the Hannapel Home Center developed as part of the Sky King Meadows PUD. Auto-oriented and big box type retail are not envisioned in this area of the Township.

The properties to the south of KL Avenue and west of 8th Street are outside of the Sub-Area Plan and have a Future Land Use designation of General Industrial. The uses permitted in this District include light and general industrial uses, research-office, warehouse and distribution facilities, heavy commercial uses, and storage facilities. The Future Land Use Plan indicates that future development within areas designated as General Industrial be consistent with existing development.

2. Consistency of the Zoning Classification in the General Area

The properties that surround the subject parcels to the north, east, and west are all zoned the R-2: Residence District. The properties to the south of KL Avenue and west of 8th Street are zoned I-1: Industrial District, consistent the Future Land Use Map designation.

The C: Local Business District is essentially “spot” zoning at this location. According to an article published by the Michigan State University Extension on June 17, 2016, there are four criteria to remember to avoid spot zoning, as follows:

“One illegal form of rezoning is spot zoning. This practice gets its name from the appearance of small spots of different zoning districts on a zoning map that otherwise has large contiguous areas in the same zoning district around the spots. To be considered a spot zone, the property, in most cases, must meet the following four criteria:

- The area is small compared to districts surrounding the parcel in question.*
- The new district allows land uses inconsistent with those allowed in the vicinity.*
- The spot zone would confer a special benefit on the individual property owner not commonly enjoyed by the owners of similar property.*
- The existence of the spot zone conflicts with the policies in the text of the master plan and the future land use map.*

Rezoning that have the four characteristics of spot zoning listed above run a high risk of invalidation if challenged in court and not consistent with the master plan. In some cases, master plans anticipate these relationships and provide for them (for example, a small commercial area may serve a residential neighborhood). In those cases where the master plan supports a relatively small zoning district that is dissimilar to the zoning that surrounds it, this is probably not a spot zone.”

The subject zoning meets at least three of the four criteria. The commercial zoning is only 2.99 acres of five parcels that total 33.92 acres. The commercial zoning confers a benefit on these individual properties which is not enjoyed by adjacent residential properties, namely the right to develop more intense retail, commercial, and convenience uses. Finally, the commercial zoning is not supported by the Sub-Area Plan future land use map, as previously stated.

The one criterion which may not meet the definition of spot zoning is that the district allows land uses inconsistent with those allowed in the vicinity. With the I-1 District zoning found along the south side of KL Avenue, some commercial and light industrial uses would likely be compatible in this area. However, the Sub-Area Plan has specifically designated commercial uses to occur along 9th Street.

3. Consistency and Compatibility with General Land Use Patterns in the Area

This area of the Township is a true mix of almost all land use types, from agricultural to light industrial. The properties to the north and east are generally residential and agricultural. The properties south of KL Avenue and west of 8th Street are predominately office, commercial, and light industrial. The existing residential uses on the subject properties are more in keeping with the intended and future land use planned character for properties north of KL Avenue, which generally serves as the boundary between the more intense industrial uses to the south.

4. Utilities and Infrastructure

Utilities and infrastructure are often considered in a request for rezoning to ensure that public facilities can service any possible development that would occur on the site. Public utilities are particularly important when considering a large commercial zoned parcel. As this is a request to down zone a portion of these properties, utilities are not a critical factor. However, public sanitary sewer and water are both available on KL Avenue.

5. Reasonable Use under Current Zoning Classification

From our investigations into the subject properties, it does not appear that a commercial use was ever developed. Therefore, the change to the R-2: Residence District would allow the current residential and agricultural uses to continue. In addition, the rezoning will be beneficial as dual zoning often creates use nonconformities which can be problematic when either selling or financing property.

6. Effects on Surrounding Property

Rezoning the property to the R-2: Residence District should have little to no effect on surrounding properties. As the majority of the parcels are already developed as residential uses, the continuation of these uses under the R-2 District would solidify the status quo.

Planning Commission Public Hearing

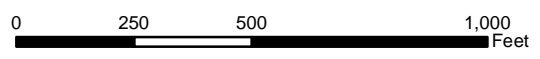
The Planning Commission held their public hearing for this request on October 11, 2018. Two members of the Husted family who own two of the subject parcels, as well as the property owner of 6960 West KL Avenue spoke against the rezoning. The property owner of 6818 West KL Avenue spoke in favor of the rezoning. The Planning Commission made a motion to recommend approval to the Township Board, which received unanimous support. The recommendation was based on the following factors:




1. The proposed rezoning is consistent with the 9th Street Sub-Area Plan.
2. The requested R-2: Residence District zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the properties will eliminate an area of "spot" zoning in the Township.

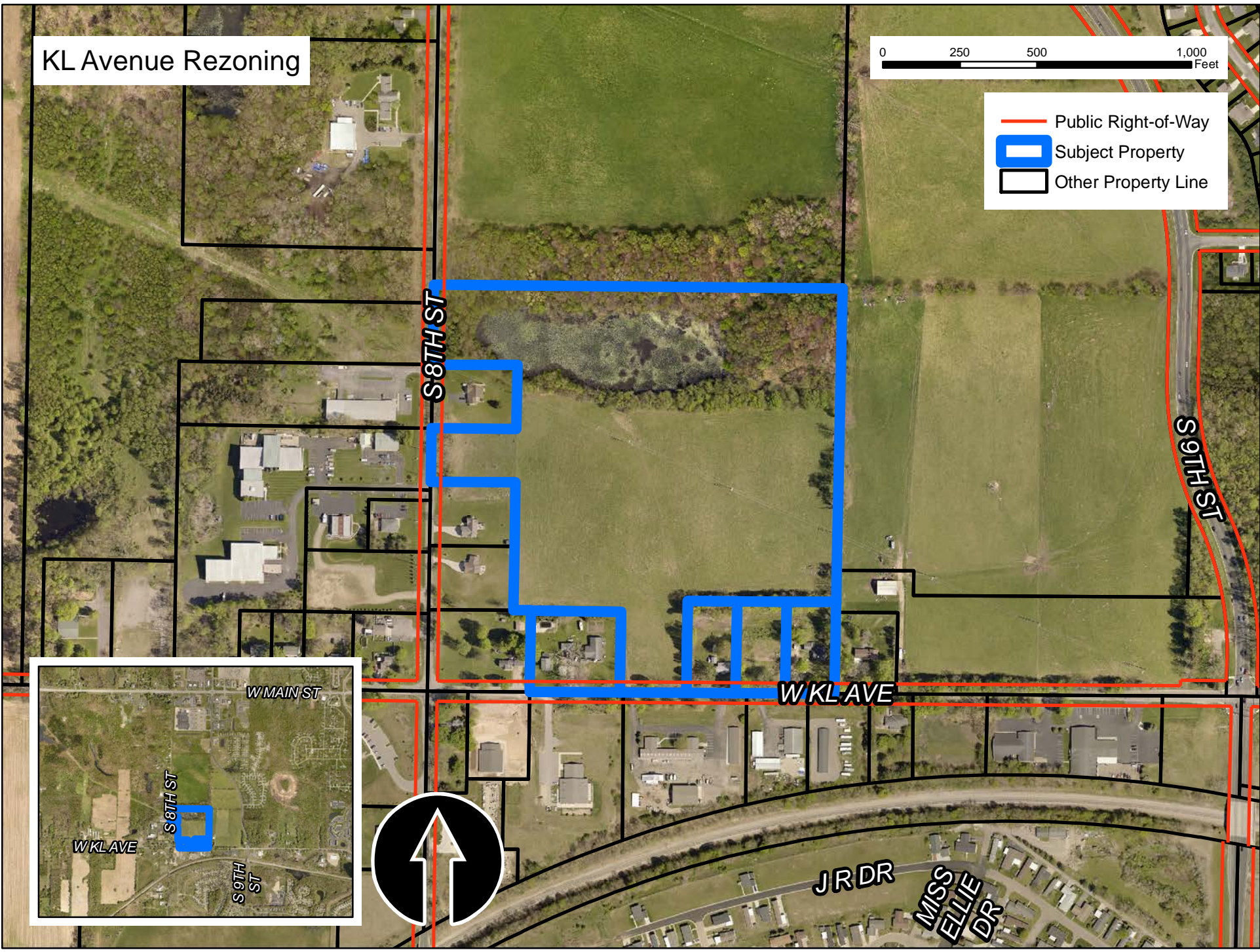
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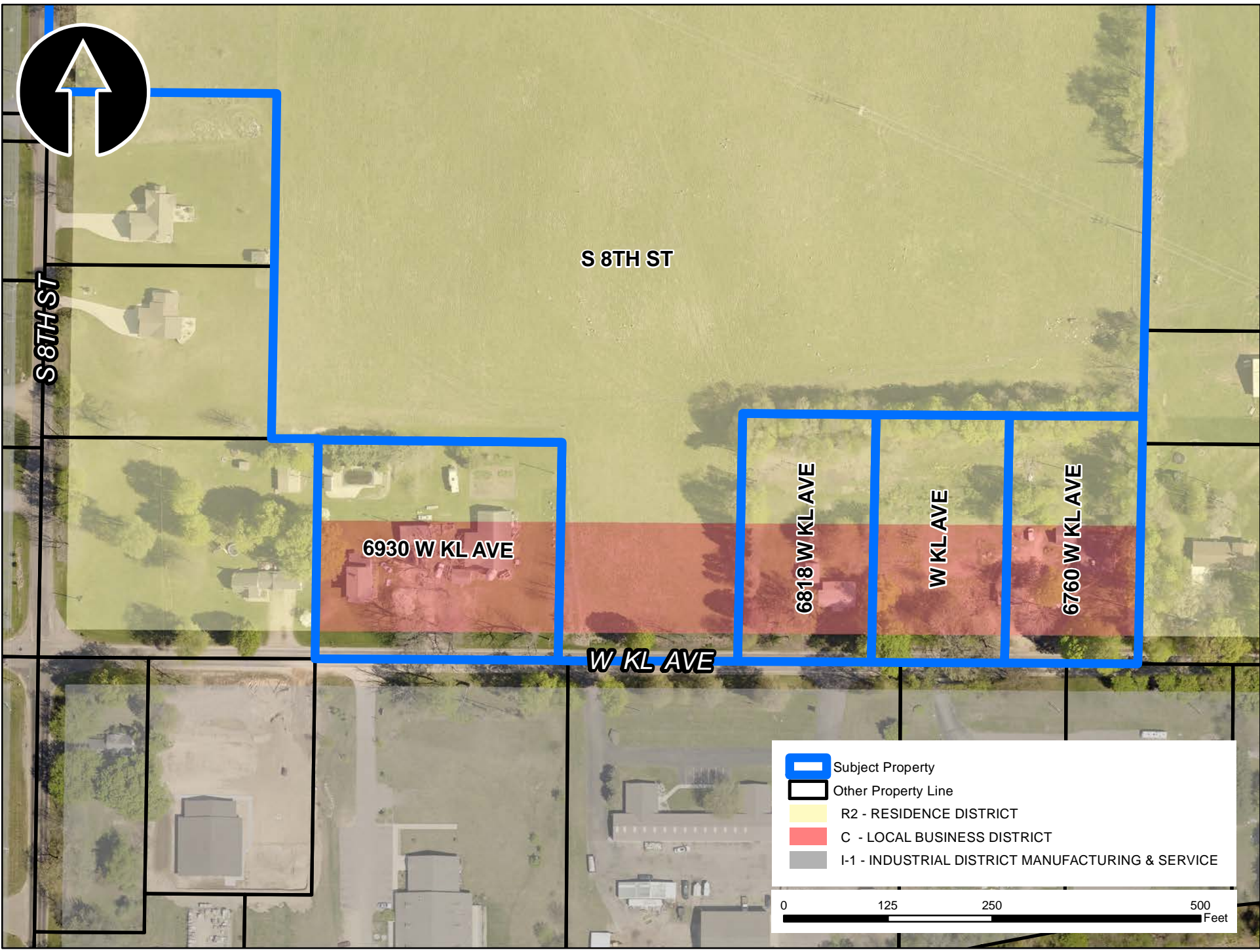
- Aerial map
- Current zoning map
- Future Land Use map
- 9th Street Sub-Area Plan map
- Planning Commission Minutes excerpt from October 11, 2018
- Township Ordinance

KL Avenue Rezoning



-  Public Right-of-Way
-  Subject Property
-  Other Property Line





S 8TH ST

S 8TH ST






6930 W KL AVE

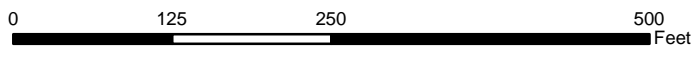
6818 W KL AVE

W KL AVE

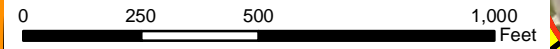
6760 W KL AVE

W KL AVE

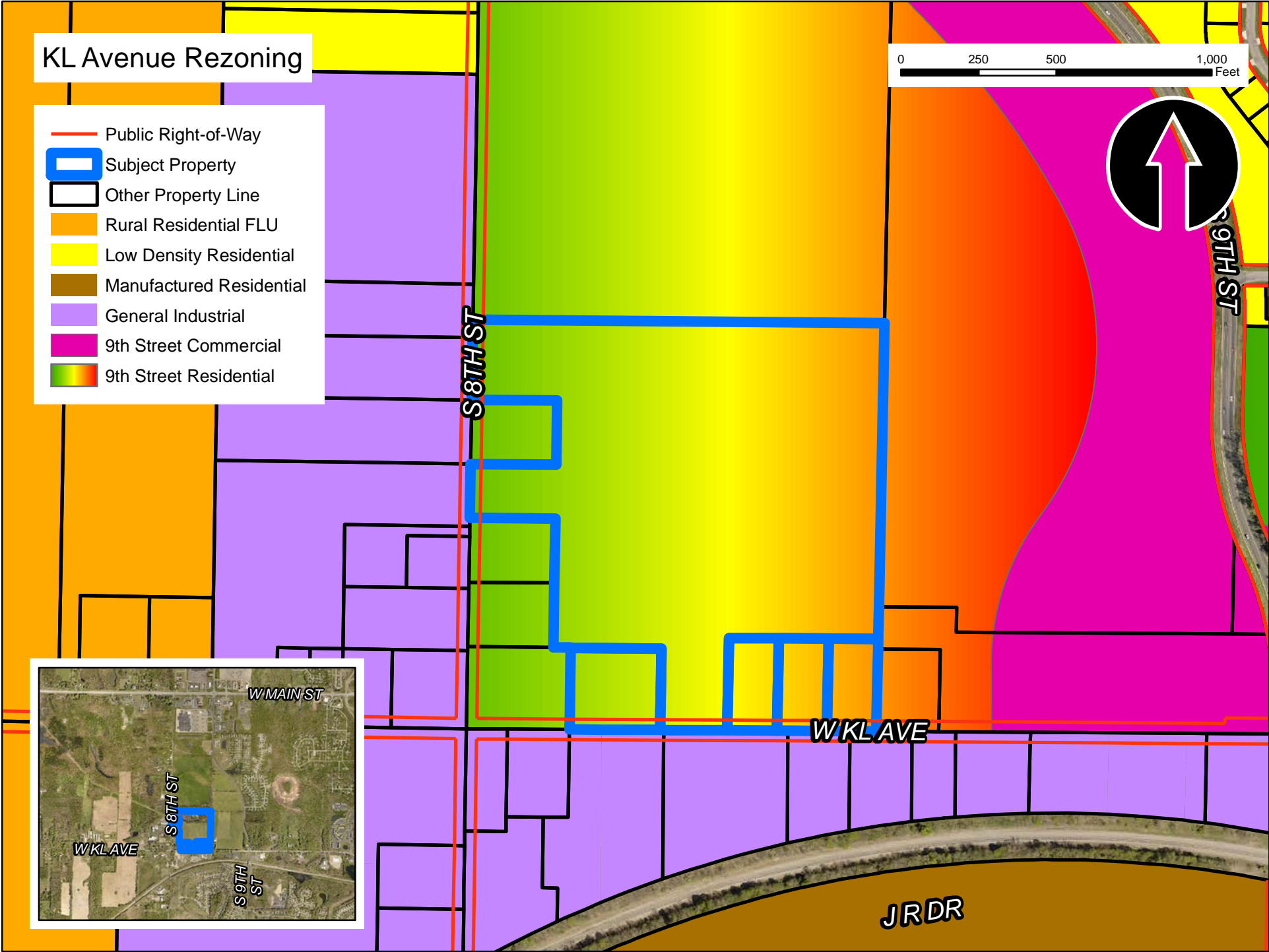
-  Subject Property
-  Other Property Line
-  R2 - RESIDENCE DISTRICT
-  C - LOCAL BUSINESS DISTRICT
-  I-1 - INDUSTRIAL DISTRICT MANUFACTURING & SERVICE

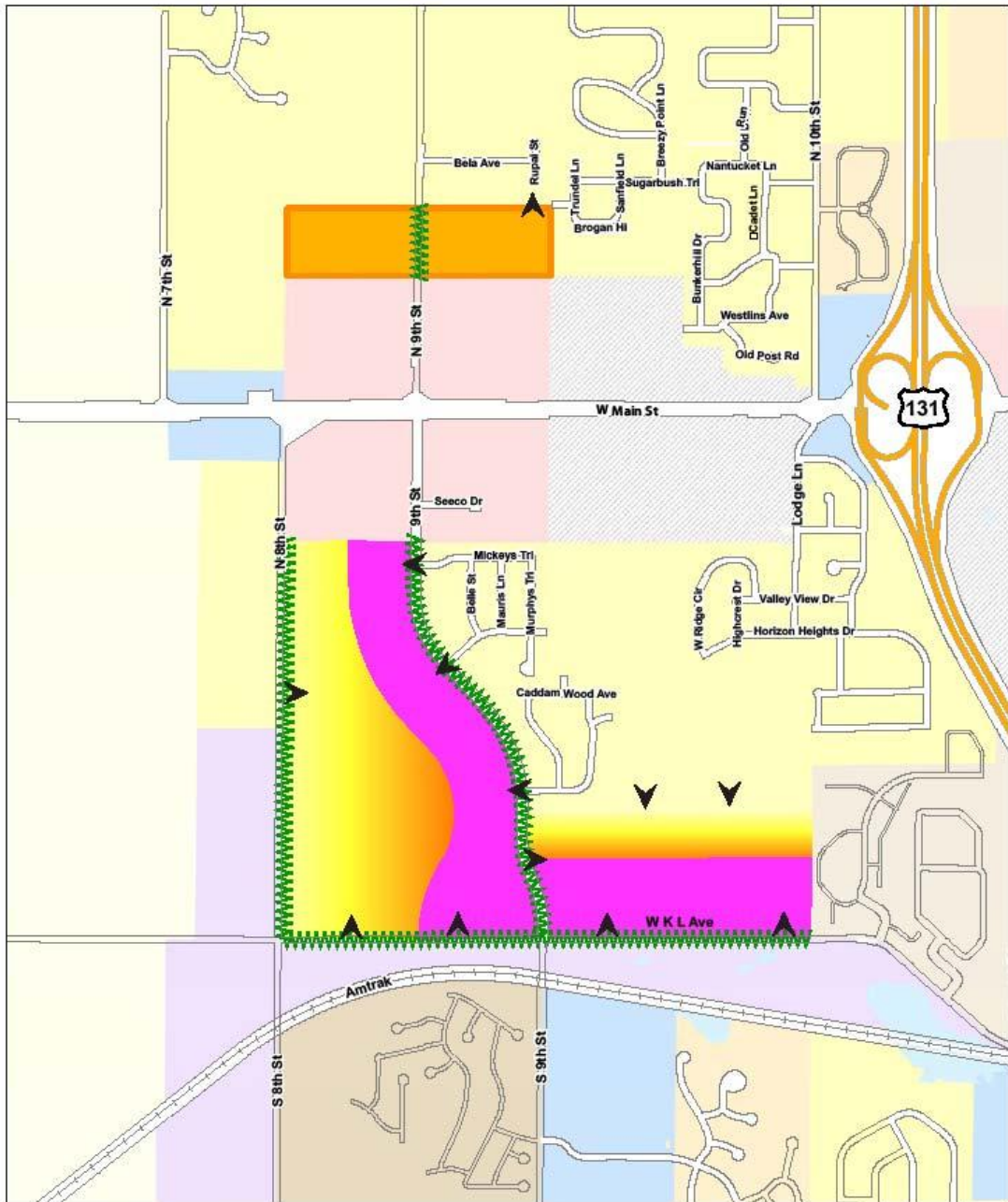


KL Avenue Rezoning



- Public Right-of-Way
- Subject Property
- Other Property Line
- Rural Residential FLU
- Low Density Residential
- Manufactured Residential
- General Industrial
- 9th Street Commercial
- 9th Street Residential





DRAFT November 01, 2011

9th Street Sub Area Plan

Oshtemo Charter Township, Kalamazoo County, Michigan



- | | | | |
|--|----------------------------|--|----------------------------|
| | Transitional Residential | | Low Density Residential |
| | Medium Density Residential | | Medium Density Residential |
| | 9th Street Commercial | | High Density Residential |
| | Green Corridor | | Transitional Mixed Use |
| | Access Points | | General Commercial |
| | | | Sub Area |

Data Source: Michigan Geographic Framework, Michigan Center for Geographic Information, Version 10s.
Aerial Source: Kalamazoo County, 2010
Data Source: Oshtemo Township, 2008; McKenna Associates, 2011

Two of the parcels are owned by Kalamazoo Christian School Association, one by Mr. Ricky Colasanti and one by Mr. Theodore and Mrs. Kathryn McFarlen.

The C: Local Business District designation is located approximately 130 feet east of South 11th Street and touches, to some degree, all four parcels. The total size of the commercial designation is approximately 40,837 square feet, approximately 2,700 square feet shy of an acre.

She explained the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The home located at 3985 South 11th Street is located within the C District and is therefore nonconforming and must comply with all of the nonconforming requirements of the Ordinance. This means the building is not allowed to expand and if it is damaged where reconstruction exceeds one-half of the value of the home, it can only be built in conformance with the code. As residential uses are not permitted, the property owner would have to request a rezoning before the home could be rebuilt.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission or Township Board. Based on this, she said, we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township.

Ms. Johnston said Staff recommended the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject properties from the C: Local Business District to the RR: Rural Residential District for the following reasons:

1. The proposed rezoning is consistent with the Genesee Prairie Sub-Area Plan.
2. The requested RR: Rural Residential zoning is compatible with the surrounding land uses and zoning classifications.
3. Rezoning the properties will eliminate an area of "spot" zoning in the Township.

There were no Commissioner questions for Ms. Johnston regarding this request.

PUBLIC HEARING: REZONING REQUEST

Consideration of an application from Oshtemo Charter Township to rezone a portion of five parcels of land at 6760 West KL Avenue west to 6930 West KL Avenue totaling 2.99 acres from the C: Local Business District to the R-2: Residence District. Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090 and 3905-23-055-100.

Ms. Johnston explained the five parcels included in this request have dual C: Local Business District and R-2: Residence District zoning. This Township initiated

application is to rezone the portion of the parcels designated as C: Local Business District. The concern with the current zoning of these properties is predominately the “spot” zoning characteristics of the designation, as well as the limited utility of the zoning on these parcels. In addition, the request to rezone the subject property is a step towards implementation of the 9th Street Sub-Area Plan future land use map.

The C: Local Business District designation is located immediately adjacent to KL Avenue and continues north within the parcels for approximately 130 feet, generally splitting most of the parcels in half. From aerial photography and a site visit, the properties are predominately single-family residential. The larger Western Michigan University property is used in an agricultural capacity as grazing land for sheep.

She said the difficulty with the dual zoning on these properties is the creation of nonconforming uses. Residential uses are not permitted within the C: Local Business District. The homes located within the C District are nonconforming and must comply with all of the nonconforming requirements of the Ordinance. In addition, the relatively small area of the parcels zoned commercial limits the actual uses which could be developed. When considering the requirements for parking, landscaping, on-site storm water retention, and the placement of a commercial building, it is likely the available commercial zoning could not accommodate all of these needs. What this equates to is a zoning designation that severely restricts the feasibility of commercial development while also hindering the existing residential uses.

Staff was not able to find any mention of this zoning designation in previous minutes of the Zoning Board, Planning Commission, or Township Board. Based on this, she said we have to assume the commercial zoning was designated during the establishment of the first zoning ordinance for the Township. From conversations with staff, the Husted family owned much of the acreage in this area and it was thought the commercial designation could have been provided for some type of farm market operation. However, past records could not be found to substantiate this hypothesis.

Ms. Johnston recommended the Planning Commission forward an approval recommendation to the Township Board to rezone of the subject properties from the C: Local Business District to the R-2: Residence District for the following reasons:

7. The proposed rezoning is consistent with the 9th Street Sub-Area Plan.
8. The requested R-2: Residence zoning is compatible with the surrounding land uses and zoning classifications.
9. Rezoning the properties will eliminate an area of “spot” zoning in the Township.

Chairperson Bell asked if there were questions from Commissioners who confirmed notification was sent to neighboring owners. Ms. Johnston said the decision

to recommend rezoning was precipitated by a property owner's problems obtaining approvals for a new single-family home due to non-conformity. It was decided that the remnant commercial zoning should be brought into compliance at the same time to follow the Future Land Use Plan, eliminate spot zoning, and remove non-conforming issues for property owners.

It is believed the zoning was put in place in the early 80's when the Township first established the zoning ordinance, which Attorney Porter believed was rolled over from the 1960's original Township Ordinance which was haphazard.

Chairperson Bell moved to public hearing and asked if there were comments on the 6th Street rezoning.

Ms. Laurie Alexander, 1995 North 6th Street, noted her property is surrounded by agricultural zoning and wondered how her property would be affected.

Ms. Johnston explained she would still be allowed to use her property in an agricultural way, with the ability to continue grow crops and own farm animals.

Attorney Porter said if in the future she wished to be rezoned to agricultural she would need to talk with the Planning Department about making a formal request to the Planning Commission.

Chairperson Bell moved to public hearing and asked if there were comments on the 11th Street rezoning.

There were no public comments from the public on this item.

Chairperson Bell moved to public hearing and asked if there were comments on the KL Avenue rezoning.

Ms. Holly Husted, 9222 Almena Drive, said she was the executor of the property formerly owned by her father, Glen Husted and was speaking on behalf of her family who is opposed to the proposed rezoning for three reasons. 1) The area is not neighborhood friendly with existing industrial development; there has not been any residential development there for over 50 years. 2) There is already much industrial development present and opportunities to develop small related businesses exist. 3) The conclusion of an appraisal is that the rezoning would decrease property values.

Mr. Jim Husted, 9570 West L Ave., said his father, Glen Husted believed the property had commercial zoning for the full depth of the property. He thought when the commercial zoning was reduced to its current configuration his father did not know it had occurred and that if the zoning is too narrow/small the problem was actually created by the Township.

Ms. Valerie Janowski, 6818 KL Ave, spoke on behalf of Andrew Kuuttilla, the owner of the 6818 KL Ave. parcel. He has a small home they would like to raze in order to build a new home. In speaking with Planning Department staff, they found the dual zoning problem makes it impossible for them to build. She commended Staff for their professional assistance.

Mr. Jeff Philip, 6930 W KL Ave, said he would like to see the zoning left as is, saying there are at least eight businesses on the south side of KL. He felt the rezoning would reduce property value.

Hearing no further comments from members of the public, Chairperson Bell closed the public hearing and moved to Board Deliberation.

Attorney Porter suggested that the 6th Street and 11th Street rezonings be separated from the KL Avenue request for purposes of a motion.

Board Deliberation: There were no comments on these items. The Chair asked for a motion.

Mr. Chambers made a motion to forward a recommendation of approval for the rezoning of the parcels as requested for property located on 6th Street and 11th Street to the Township Board. Ms. Farmer supported the motion. The motion was approved unanimously.

Board Deliberation of the KL Avenue rezoning:

Responding to questions from Chairperson Bell, Ms. Johnston listed what types of development are permitted on parcels zoned R-2, what is allowed by special exception, and reviewed who owns the parcels that will be affected by rezoning.

She also reviewed for Ms. Smith, the definition of spot zoning and said that Staff was unable to find any record of exactly when the current zoning was done.

Ms. Farmer said it would be inappropriate to rezone the parcel to entirely commercial because of the resulting inconsistency with the Future Land Use Plan.

Attorney Porter noted if the Planning Commission were disposed to consider rezoning to commercial it would need to send public notice and review the Master Plan.

Ms. Johnston added that rezoning to 100% commercial would be in violation of the Sub Area Plan for 9th Street and the Master Plan. The Sub Area Plan is very clear that commercial zoning should happen on 9th St.

Chairperson Bell said other residential zoned properties do not have the benefit of commercial zoning; it is not fair that properties east and west of these four properties do not have that benefit. Because of the dual zoning, people are also being denied

residential benefits. She asked about the property owned by WMU and what might happen with that in the future.

Attorney Porter said WMU will have the ability for development as they wish as long as what they develop is something that furthers the interest of the university. They could put up dorms for example. The property cannot be for the use of a third party.

Ms. Johnston noted WMU has no immediate plans to change the property use and in an answer to a question explained industrial area businesses become more intense as you move east.

Ms. Farmer noted the work done on the Master Plan and Sub Area Plan was six years ago, that public meetings regarding proposed changes were noticed, and changes were guided by public comment. She said the purpose of Township zoning is to guide where the Township goes. She said she could see why some property owners could be upset about the rezoning proposed.

Chairperson Bell said there are options for developing financial opportunities in a number of ways under R-2 zoning, just not what exists across the street.

Ms. Smith noted it may be possible in the future to rezone from R-2 to R-3.

There being no further discussion, Chairperson Bell called for a motion.

Mr. Antosz made a motion to forward a recommendation of approval to the Township Board for the rezoning of the parcels as requested for properties located on KL Avenue. Ms. Maxwell supported the motion. The motion was approved unanimously.

PUBLIC HEARING: SPECIAL EXCEPTION USE

Consideration of an application from Larry and Cat Elwell, on behalf of Jaqua Limited, LLC, for a special exception use to develop a hair salon located at 2727 South 11th Street in the R-3: Residence District, pursuant to Section 23.400 of the Township Zoning Ordinance. Parcel No. 3905-25-405-070.

Chairperson Bell moved to the next agenda item.

Ms. Johnston said the structure located on the subject property was constructed in 1971 and was first a single-family residence; it was converted to a non-residential use sometime prior to 1987, when Township records first reference a business at this location. Zoned R-3: Residence District, beauty parlors and barber shops are permissible in such areas, but they are categorized as special exception uses, and are therefore subject to review by the Oshtemo Township Planning Commission.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED OCTOBER 11, 2018.

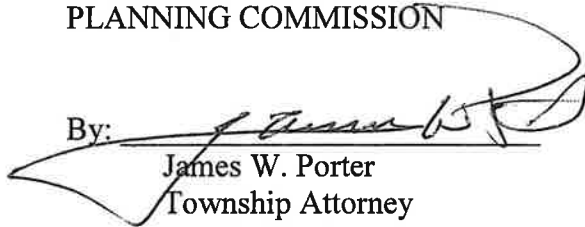
The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment of the Oshtemo Charter Township Zoning Ordinance:

The rezoning of a portion of each parcel of land located at 6930 West KL Avenue, the land immediately east of 6930 West KL Avenue in the 6900 Block, 6818 West KL Avenue, the land immediately east of 6818 West KL Avenue in the 6800 Block, and 6760 West KL Avenue for land beginning at the West KL Avenue right-of-way to a depth of approximately 132 feet on each parcel of land, Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090, and 3905-23-055-100, from the "C" Local Business District to the "R-2" Residence District.

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: October 11, 2018

By:



James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. ____

Adopted: _____, 2018

Effective: _____, 2018

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, by the rezoning of a portion of property on North 6th Street in Land Section 09 from the “C” Local Business District to the “RR” Rural Residential District, the rezoning of portions of property on West KL Avenue in Land Section 23 from the “C” Local Business District zoning classification to “R-2” Residence District zoning classification, and the rezoning of portions of property on South 11th and 12th Streets in Land Section 36 from the “C” Local Business District to the “RR” Rural Residential District. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF LAND SECTION 09. Section 70 of the Oshtemo Charter Township Zoning Ordinance, entitled “Use District Boundaries”, is hereby amended to rezone of a parcel of land located at 1995 North 6th Street (that land lying within the first 375 feet of said parcel, approximately 1.95 acres in size), Parcel No. 3905-09-480-010, from the “C” Local Business District to the “RR” Rural Residential District, more particularly described as:

Commencing at the Southeast corner of Section 9, T. 2 S., R. 12 W.; thence North along the East line of said Section, 1044 feet; thence West 33 feet to the Westerly right-of-way line of 6th Street and the place of beginning; thence continuing West 80 feet; thence South 264 feet; thence West 220 feet; thence North 264 feet; thence East 120 feet; thence North 150 feet; thence East 180 feet to said right-of-way line; thence South thereon 150 feet to beginning.

SECTION II. AMENDMENT OF LAND SECTION 23. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 6930 West KL Avenue, the land immediately east of 6930 West KL Avenue in the 6900 Block, 6818 West KL Avenue, the land immediately east of 6818 West KL Avenue in the 6800 Block, and 6760 West KL Avenue for land beginning at the West KL Avenue right-of-way to a depth of approximately 132 feet on each parcel of land, Parcel Nos. 3905-23-155-050, 3905-23-155-013, 3905-23-155-080, 3905-23-155-090, and 3905-23-055-100, from the "C" Local Business District to the "R-2" Residence District, more particularly described as:

Commencing at the West 1/4 post of Section 23, T. 2 S., R. 12 W.; thence Easterly along the East and West 1/4 line of said Section, 331.67 feet; thence Northerly parallel with the West line of said Section, 33.00 feet to the North right-of-way line of KL Avenue and the place of beginning; thence continuing Northerly parallel with the West line of said Section, 132.00 feet; thence Easterly parallel with said East and West 1/4 line, 987.36 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section; thence Southerly thereon 132.00 feet to said North right-of-way line; thence Westerly thereon 987.36 feet to beginning.

SECTION III. AMENDMENT OF LAND SECTION 36. Section 70 of the Oshtemo Charter Township Zoning Ordinance entitled, "Use District Boundaries," is hereby amended to rezone a portion of each parcel of land located at 3800 South 12th Street, 3941 South 11th Street, 3985 South 11th Street, and land immediately south of 3985 South 11th Street, lying within a portion of the subject properties approximately 165 feet from the center of South 11th Street to a depth of approximately 250 feet, (width of 165 feet), a portion of which lies on Parcel Nos. 3905-36-280-010, 3905-36-255-080, 3905-36-405-010, and 3905-36-405-020 from the "C" Local Business District to the "RR" Rural Residential District, more particularly described as:

The East 247.50 feet of the West 412.50 feet of the South 99.00 feet of the Northeast 1/4 of Section 36, T. 2 S., R. 12 W. Also the East 247.50 feet of the West 412.50 feet of the North 66.00 feet of the Southeast 1/4 of said Section 36.

SECTION IV. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this amendment are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, Clerk
OSHTEMO CHARTER TOWNSHIP



Memorandum

Date: December 7, 2018
To: Oshtemo Charter Township Board
From: Jamie Baker, Public Works
Subject: Complete Streets Policy Appendix A

Objective:

Obtain Board approval for Appendix A of the Complete Streets policy.

Discussion:

The Complete Streets Policy was adopted on September 11, 2018 with Appendix A still in draft form. Appendix A is a prioritization scoring system to help determine the order in which sidewalks and shared-use paths should be built within the road right-of-way. Public Works committed to completing Appendix A by the end of 2018.

Public Works provided a draft Sidewalk Prioritization Table (Attachment 1) at the November 27, 2018 Board meeting to obtain Board input on weighting factors. The November table equally weighted the route to school/park, planned road work, and environmental justice categories. Through discussion during the November 27, 2018 Board meeting, the Board wanted to see the impact to the table with the following weighting scheme:

- Most important - Route to School/Park
- Next most important - Planned Road Maintenance
- Third - Environmental Justice Areas

Attachment (2) provides the updated Sidewalk Prioritization Table with the weighting scheme above. After analyzing the effects of the weighting scheme above, the changes had minimal impact on the prioritization table. Roughly half of the road segments are considered a path to school or park and those were already near the top of the list. Therefore, weighting the path to school or park more had little impact on the list. However, Public Works recommends keeping the weighting scheme above because it reflects the values of the Board. The weighting scheme was incorporated into the draft Appendix A to the Complete Streets Policy (Attachment 3).

There were several instances where the data in the Sidewalk Prioritization Table was adjusted to account for issues within that road segment. For example, KL Ave between 9th Street and Copper Beach is within the no bussing zone for Prairie Ridge Elementary School; however, that road segment is Industrial zoned on the south side, R-2 zoned on the north side, and only one residential house has been built in that road segment. The number of children using the road

segment to get to school is essentially zero; therefore, the road segment is not really a path to school. A notes section was added to the table to account for these changes. Lastly, four road segments have design issues that must be coordinated and/or resolved by the Michigan Department of Transportation (MDOT) or the Road Commission of Kalamazoo County (RCKC) before the non-motorized facility can be built. A new column, "Design Hurdles," was added to highlight these road segments and the description of the problem was added to the Notes.

Attachments:

1. Sidewalk Prioritization Table – November 2018
2. Sidewalk Prioritization Table – December 2018
3. Draft Appendix A to the Complete Streets Policy

Sidewalk Prioritization Table - December 2018
Emphasize Route to School

	Street Segment	Traffic Volume	Traffic Volume Score	Route to School/Park	Planned Road Work	Road Work Planned	Zoning	Zoning Score	EJ Area	Design Hurdles	Total	Notes:
1	Drake Road - Green Meadow to W. Michigan	28223	28.22	10	2020 - Mill and Overlay	5	C/R3	8	3		54.22	
2	Drake Road - W. Michigan to Stadium	28233	28.23	10			C	10	3		51.23	
3	Drake Road - West Main to Green Meadow	27858	27.86	10			C/R3	8	3		48.86	
4	Stadium Drive - 11th to 8th	20217	20.22	10			C	10			40.22	
5	KL Ave - Drake to Concord Place	16775	16.78	10			R3/C	8	3		37.78	
6	Drake Road - Stadium to Parkview	14247	14.25	10			BRP/C	10	3		37.25	
7	KL Ave - Concord Place to Copper Beach	10373	10.37	10	2024 - US-131 Bridge Replacement	5	R5/R3	8	3		36.37	Need US-131 Bridge Replacement to occur first
8	9th Street - Stadium to KL Ave	10576	10.58	10	2023 - Mill and Overlay	5	VC/R5	9			34.58	
9	9th Street - KL Ave to West Main	14500	14.50	10			R2/C	7	3		34.50	
10	Parkview - 11th to Drake	8618	8.62	10	2021 - Mill and Overlay	5	R2/BRP	7			30.62	Not EJ area because BTR 2.0 park is under development
11	West Main - 8th to 6th (north side)	21461	21.46				C/R3	8		X	29.46	Not a path to Township Park until M-43 crossing installed at 7th Street
12	9th Street - N Ave to Stadium (east side)	24174	24.17				I	5		X	29.17	Sidewalk exists on west side. Need crossing at Atlantic Ave, Flescher Field entrance, or Tall Oaks Drive to be path to park
13	Drake Road - H Ave to Grand Prairie (west side)	6033	6.03	10			R3/R4	7	3		26.03	Sidewalk exists on east side
14	H Ave - Drake to 10th	5534	5.53	10			R2/R3	5	3	X	23.53	Need US-131 bridge to be widened for path
15	11th Street - N Ave to Parkview	5143	5.14	10	2020 - Sewer Project	5	R2/RR	2			22.14	
16	Croyden Ave		0.00	10			C/R4	9	3		22.00	
17	Green Meadow		0.00	10			R4	8	3		21.00	
18	10th Street Path - West Main to Kal-Haven	5975	5.98	10			R2/R3	5			20.98	
19	Atlantic Ave	1812	1.81	10			VC/R5	9			20.81	
20	Stadium Drive - 8th to 4th	12510	12.51				C/I	7.5			20.01	
21	H Ave - 10th to 9th	3861	3.86	10			R2	4			17.86	
22	12th Street - Parkview to Township Border	6413	6.41	10			R2/RR	1			17.41	
23	West Michigan Ave	6456	6.46				C/I	7.5	3	X	16.96	Within no-bussing zone, but Industrial zoned. Need US-131 bridge widened for path
24	KL Ave - Copper Beach to 9th	9290	9.29				I/R2	4.5	3		16.79	Within no-bussing zone, but Industrial zoned
25	N Ave - 9th to 11th	6084	6.08		2020 - Reconstruct Road	5	R2/I	4.5			15.58	
26	8th Street - KL Ave to West Main	2832	2.83		2020 - Mill and Overlay	5	R2/I	4.5	3		15.33	
27	11th Street - Stadium to KL Ave	6316	6.32				C/R4	9			15.32	
28	Quail Run		0.00	10			R3/R2	5			15.00	
29	11th Street - Parkview to Stadium	7397	7.40				R4/C/R2	7.33			14.73	
30	H Ave - 9th to 6th	1129	1.13	10			R2/AG/RR	2			13.13	
31	Parkview - Stadium to 11th (north side)	3640	3.64				VC/R4	9			12.64	
32	4th Street - Stadium to Township Border	2356	2.36		2021 - Mill and Overlay	5	RR/R5	5			12.36	
33	Maple Hill Drive		0.00				C/R4	9	3		12.00	
34	9th Street - West Main to H Ave	4620	4.62				C/R2	7			11.62	
35	10th Street Sidewalk - West Main to Torrington	5975	5.98				R2/R3	5			10.98	
36	KL Ave - 9th to 8th	3362	3.36				I/R2	4.5	3		10.86	Within no bussing zone, but Industrial zoned
37	H Ave - 6th to 3rd	372	0.37	10			RR/AG				10.37	
38	8th Street - ML Ave to KL Ave	2629	2.63				R2/I	4.5	3		10.13	Within no-bussing zone, but need school connector to 8th Street first
39	Venture Park		0.00				C	10			10.00	
40	8th Street - Stadium to ML Ave	2556	2.56				C/R2	7			9.56	Within no-bussing zone, but need school connector to 8th Street first
41	Parkview - Stadium to 11th (south side)	3640	3.64				R5/RR	4			7.64	
42	6th Street - West Main to H Ave	2143	2.14		2023 - Mill and Overlay	5	AG/RR				7.14	
43	6th Street - H Ave to G Ave	640	0.64		2020 - Mill and Overlay	5	AG/RR				5.64	
	Sidewalk/Path Project Currently in Capital Improvement Plan											

C/VC/BRP - 10
R5/R4 - 8
R3 - 6
R2 - 4
R1 - 2
RR/AG - 0
I - 5

Appendix A

Prioritization Scoring System

Oshtemo Township requires a process for determining the priority for building sidewalks and shared-use paths within the road right-of-way. The Public Works Department reviewed similar scoring systems from cities and townships across the Midwest and selected the factors that were applicable to Oshtemo Township. The table below and the associated spreadsheet with the tabulated scores are intended to be a tool to help determine the non-motorized facility construction priorities.

The scoring system is as follows:

Factor	Score Parameters
Traffic Volume	Actual traffic count from the Kalamazoo Area Transportation Study ÷ 1000
Route to school or park (increases probability of children using the road)	10 = yes 0 = no
Road improvement project planned (potential cost savings)	5 = yes 0 = no
Zoning (proxy for population density)	10 = Commercial 8 = R-4/R-5 6 = R-3 5 = Industrial 4 = R-2 2 = R-1 0 = RR, Ag)
Environmental Justice Area (proxy for elderly, disabled, and low-income residents who are least likely to own a car)	3 = yes 0 = no

Notes:

- Traffic volume in Oshtemo Township is recorded by various entities and reported to the Kalamazoo Area Transportation Study (KATS) which is the responsible for compiling and reporting the information. Traffic volume is highly correlated to pedestrian/bicyclists and vehicular accidents. Traffic Volume ÷ 1000 creates a usable value for scoring and provides a differentiating factor that prevents multiple road segments from having the same score.
- Zoning is used as a proxy for population density because a higher number of pedestrians/bicyclists increases the probability of an accident occurring with a vehicle.

- R-5 zoning is only used for mobile home communities. For R-5 zoned areas, the sidewalks will only be built on the major road adjacent to the mobile home community. The internal roads within the mobile home community, including the entrance road, are private roads, and the Township is not responsible for building sidewalks on private roads.
- Environmental justice is a term used by the federal government to determine areas of minority and/or low-income populations to ensure these populations receive the same benefits as other areas, ensure full and fair participation by all affected communities, and to minimize and mitigate disproportionately high and adverse human health and environmental effects in these communities. The environmental justice areas in Oshtemo Township are: (1) everywhere between US-131 and Drake Road, and (2) the area bounded by US-131, KL Ave, 8th Street, and West Main Street.
- There are several road segments that have design hurdles that must be resolved with MDOT or RCKC before constructing the non-motorized facility, specifically:
 - West Main Street between 8th Street and 6th Street (north side) – this segment requires a pedestrian crossing on West Main Street to link 7th Street to the Oshtemo Library, Township Hall, and Township Park.
 - 9th Street between N Ave and Stadium Drive (east side) – this segment requires a pedestrian crossing at Atlantic Ave, Flesher Field entrance, or Tall Oaks Drive. This crossing should also support the future off-road Fruitbelt Path.
 - H Ave between Drake Road and 10th Street – MDOT needs to widen the bridge over US-131 to accommodate the non-motorized facility.
 - West Michigan Ave between 11th Street and Drake Road – MDOT needs to widen the bridge over US-131 to accommodate the non-motorized facility.
- The Sidewalk Prioritization Table spreadsheet (attached) should be updated annually to account for planned road work changes from RCKC and MDOT, and traffic count updates from KATS. Less frequently, the table should be updated to account for zoning and environmental justice area changes.

Memo



To: Oshtemo Charter Township Board
From: James W. Porter *JWP*
Date: December 3, 2018
Subject: Poverty Exemptions Guidelines – 2019 and
Poverty Tax Exemption Application

OBJECTIVE

To adopt the Poverty Exemptions Guidelines for 2019 and the Poverty Tax Exemption Application.

BACKGROUND

The Poverty Exemptions Guidelines for 2019 follow the same format as last year, including a 25% increase in the Federal Poverty Guidelines for those eligible residents. The only significant difference from last year is we deleted the requirements that applicants produce evidence that they filed for their homestead property tax credits. In principal, it sounded like a good idea, in practice, it was an absolute nightmare. To begin with, the property tax exemption filings are made the year after they pay taxes, and therefore, those in poverty have not yet received any refund from the State with which to pay the remaining balance of the taxes, if any. Also, many people are told by tax preparers that they do not need to file tax returns, and therefore, do not file for the homestead property tax credit. Because this caused such difficulty for the very few individuals filing for a poverty exemption, your Assessor and Legal Counsel both recommend that we dispense with that requirement as part of the Township's process.

INFORMATION PROVIDED

Attached you will find the proposed Poverty Exemptions Guidelines for 2019, along with the revised Poverty Tax Exemption Application.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Approve the Poverty Exemptions Guidelines for 2019.

CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

POVERTY EXEMPTIONS GUIDELINES – 2019

Meeting of the Township Board on December 11, 2018

WHEREAS, the adoption of guidelines for poverty exemptions is within the purview of the Township Board; and

WHEREAS, the homestead of persons who, in the judgment of the Supervisor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390, 1994 Oshtemo Charter Township, Kalamazoo County adopts the following guidelines for the Supervisor and Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- (1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- (2) File a claim with the Supervisor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead.
- (3) Produce a valid driver's license or other form of identification if requested.
- (4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- (5) Meet the federal poverty income standards as defined and determined annually by the United States Office of Management and Budget.

- (6) The application for an exemption shall be filed after January 1, but at least a week before the start of the March Board of Review, July Board of Review or December Board of Review.

Poverty exemption standards shall be as follows:

The following are the poverty thresholds as of December 31, 2018, for use in setting poverty exemption guidelines for 2019 assessments:

Size of Family Unit	2019 Federal Poverty Guidelines	2019 Qualifying Income Level Per Township's Policy
1 person	\$12,140	\$15,175
2 persons	\$16,460	\$20,575
3 persons	\$20,780	\$25,975
4 persons	\$25,100	\$31,375
5 persons	\$29,420	\$36,775
6 persons	\$33,740	\$42,175
7 persons	\$38,060	\$47,575
8 persons	\$42,385	\$52,982

For each additional person, add \$ 4,320 \$ 5,400

1. Applicants must complete an application, except for their signature, and return it in person to the Assessor's Office.
2. Applications must be signed and witnessed by an employee of the Township and filed with the Assessor after January 1 but at least a week before the start of the March Board of Review, July Board of Review or December Board of Review.
3. Applicant must submit the previous year's Federal Income Tax Return and State Income Tax Return.
4. Applications may be reviewed by the Board without applicant being present, however, the Board may request the applicant be physically present to respond to questions; and may be called upon to appear on short notice.
5. Questions regarding the applicant's financial affairs, health, status of those residing in the residence before the Board at a meeting which is open to the public.
6. Applicants will be administered an oath of truth.

7. An asset test considering all assets owned by the applicant other than the applicant's homestead vehicle and normal household goods will be used in determining whether relief should be granted. Homeowners with assets in excess of \$25,000 may not be eligible for tax exemption consideration.
8. The Board may grant property tax relief based on poverty annually.
9. Applicant may be subject to investigation by the Township to verify information submitted or statements made in regard to a tax exemption claim.
10. The meeting may be recorded, and minutes will be kept of all proceedings of the Board of Review and all meetings held in compliance with the Open Meetings Act.
11. The Board of Review shall follow the policy and guidelines of Oshtemo Charter Township as set forth in this resolution in granting or denying an exemption unless the Board of Review determines there are substantial and compelling reasons why there should be deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the applicant.
12. Applicants will be evaluated based on data submitted to the Board of Review, testimony taken from the applicant and information gathered from any source by the Township.
13. Those homeowners who meet the income and asset limitations set forth herein may be granted an exemption or partial exemption.

A formal motion was made by _____, seconded by _____ that the Board of Review follow the above-stated policy and federal guidelines in granting or denying an exemption.

The following voted "Aye":

The following voted "Nay":

The following "Abstained":

The Supervisor declared the Formal Motion had been adopted.

Elizabeth Heiny-Cogswell, Supervisor
Oshtemo Charter Township

CERTIFICATE

I, Dusty Farmer, the duly elected and acting Clerk of the Charter Township of Oshtemo, hereby certify that the foregoing Formal Motion was adopted by the Township Board of said Charter Township at a regular meeting of said Board held on December 11, 2018, at which meeting _____ members were present, and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

Dusty Farmer, Township Clerk

OSHTEMO CHARTER TOWNSHIP
POVERTY TAX EXEMPTION APPLICATION

This form should be completed if you, for reasons of poverty, are unable to pay the property taxes assessed by Oshtemo Township on your homestead residence. In applying for an exemption, you will be required to provide annually:

1. Specific income and asset information (for yourself and all individuals residing in your home);
2. Proof of your ownership (deed, land contract, or other evidence of ownership) and occupancy of the residence for which you are seeking and exemption;
3. State and Federal income tax returns (for yourself and all individuals residing in your home);
4. A valid driver's license or other legally valid form of picture identification;
5. Proof that you meet the federal poverty income standards (as annually determined by the United States Office of Management and Budget);
6. A completed application, delivered in person, to the Assessor's Office after January 1 but at least a week before the start of the March Board of Review, July Board of Review or December Board of Review of the year for which you are applying;

Additionally, you may be required to appear before the Board of Review at a public meeting to answer questions regarding your application. You may also be subject to an investigation to verify the information submitted in your application, and establish that your non-exempt assets do not exceed \$25,000.

These policies are set by the Oshtemo Charter Township Board in compliance with Michigan State Law. The Township will use criteria established in its Property Exemption Guidelines to review your application. If you have any questions, please contact the Township Assessor, or Township Attorney (www.oshtemo.org/contact/ or (269) 375-4260).

Instructions for filing a claim with the Township Supervisor:

1. Complete the following application in full, but do not sign the form.
2. Do not leave any sections blank, if you have questions regarding this form, please contact the Township Assessor's Office for guidance.
3. If you require additional space to respond to any of the questions on this form, please attach a typed response, which clearly indicates which question(s) you are providing additional information regarding.
4. Completed applications must be delivered in person to the Township Assessor a week before the start of the March Board of Review, July Board of Review or December Board of Review of the year for which you are applying.
5. Bring copies of all requested documents:
 - a. Previous year State and Federal Tax Returns;
 - b. Proof of ownership/residency/homestead for the residence for which you are requesting a tax exemption;
6. Bring the completed, unsigned, form in person to:

Oshtemo Township Hall
7275 West Main Street,
Kalamazoo, MI 49009
(296) 375-4260
7. Bring your driver's license, or other legally valid picture identification with you.
8. Sign the form when directed by the Township Assessor, and provide your ID for photocopying if requested.

POVERTY TAX EXEMPTION APPLICATION FORM

Street Address: _____

Parcel Number: 3905- _____ - _____ - _____

SECTION 1: APPLICANT INFORMATION

Name of Applicant: _____

Marital Status (circle one): Married Single Divorced Other _____

Social Security Number: _____ - _____ - _____

Driver's License/State ID Number: _____ Issuing State: _____

Phone Number: _____ Email address: _____

Are you the sole owner of this property? Yes / No. If no, please provide:

Name of Co-Applicant: _____

Social Security Number: _____ - _____ - _____

Driver's License/State ID Number: _____ Issuing State: _____

Phone Number: _____ Email address: _____

SECTION 2: HOUSEHOLD, INCOME, AND ASSET INFORMATION

1. Please provide the following information for all people (including yourself) who live at the above address.

Name	Relationship	Age	Monthly Income

2. Do you currently have a mortgage on this property? **Yes / No.** If yes, please provide:

Current unpaid balance of your mortgage: \$ _____

Monthly payment amount: \$ _____

Name of your mortgage company: _____

3. Do you rent or lease any portion of this property? **Yes / No.**

If yes, what portion? _____% Monthly rent collected: \$ _____

4. Please list all household income, and specify which member of your household supplies the income from each applicable source:

Type of Income	Amount (monthly)	Source (self, co-applicant, etc.)
Salary/wages	\$	
Social Security	\$	
Pension(s)	\$	
Unemployment	\$	
Disability	\$	
Dividends/ Interest Income	\$	
Workmen's Compensation	\$	
Alimony	\$	
Child Support	\$	
Rental	\$	
Other:	\$	

Total Monthly \$ _____

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT COPIES OF YOUR LATEST FEDERAL AND STATE INCOME TAX RETURNS ATTACHED IF ANY,

5. Please list the following **Bank Account** information for all residents at this address:

Name(s) on Account	Name of Bank/Credit Union	Current Balance
		\$
		\$
		\$
		\$

9. Do you have any other assets (excluding your homestead and normal household goods) which have not otherwise been disclosed in this form? **Yes / No.**

If yes, please list the assets and their approximate value: _____

SECTION 3: CERTIFICATION

Please be aware, any willfully false statements or misrepresentations in this form may constitute perjury, an offense punishable under Michigan law. By signing this form, I acknowledge that the information on this application, and the documents provided by me in support of this application, are, to the best of my knowledge true and correct statements of fact regarding my property, income, and assets.

I, _____ being the owner and resident of the Oshtemo Township property listed on this form, request tax relief under M.C.L. § 211.7(u) of the Michigan General Property Tax Act (Public Act 390 of 1994), the “Real and personal property of persons who, in the judgement of the Supervisor and Board of Review, by reason of poverty, are unable to contribute toward the public charges, are exempt from taxation under this act.”

DO NOT SIGN THIS FORM UNTIL YOU ARE INSTRUCTED TO DO SO.

Applicant’s Signature

Date: _____

Co-Applicant’s Signature

Date: _____

Applicant(s) presented picture ID, and signed this form in my presence:

Received by: _____

Date: _____

FOR TOWNSHIP USE ONLY

Total Income: \$ _____

Eligible? Yes No

Total Assets: \$ _____

Eligible? Yes No

Eligible Amount:

Taxes (\$_____.____)

Exemption (\$_____.____)

Submitted to Board of Review: _____

Applicant Scheduled to Appear at _____ Board of Review.

Application: ____ **Approved** ____ **Denied**

**Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official to respond at a later date. **More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.**

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. **While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment both prior to and after the Board meeting.**

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name; it is not required unless the speaker wishes to **have their comment recorded in the minutes share it.**

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 5/9/2000)
(revised 5/14/2013)
(revised xx/xx/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am- 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email to staff and Elected Officials, postal service, and voicemail. Staff and elected officials are available to answer questions as a means to clarify agenda packet content prior to the Board meeting, and their individual contact information is provided below.

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Libby Heiny-Cogswell	216-5220	libbyhc@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Nancy Culp	216-5221	ncoshtwp@oshtemo.org
<u>Trustees</u>		
Dave Bushouse	370-4307	dboshtwp@oshtemo.org
Deb Everett	375-4260	deverett@oshtemo.org
Zak Ford	271-5513	zak.r.ford@gmail.com
Ken Hudok	359-0787	khudok@oshtemo.org

Township Department Information		
<u>Assessor:</u>		
Kristine Biddle	216-5225	assessor@oshtemo.org
<u>Fire Chief:</u>		
Mark Barnes	375-0487	mbarnes@oshtemo.org
<u>Ordinance Enf:</u>		
Rick Suwarsky	216-5227	rsuwarsky@oshtemo.org
<u>Parks Director:</u>		
Karen High	216-5233	khigh@oshtemo.org
Rental Info	216-5224	oshtemo@oshtemo.org
<u>Planning Director:</u>		
Julie Johnston	216-5223	jjohnston@oshtemo.org
<u>Public Works:</u>		
Marc Elliott	216-5236	melliott@oshtemo.org