

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

January 14, 2020
BOARD WORK SESSION
6:00 p.m.
AGENDA

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County
- D. Discussion on Mortgage Interest Rate
- E. Discussion on Sanitary Sewer Expansion
- F. Update on 2020 Census
- G. Other Updates and 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 – December 10, 2019 (Regular) & January 7, 2020 Meetings
 - b. Receipts & Disbursements Report
 - c. Handbook Amendment 6.14B
 - d. Paid On Call Holiday Bonus
 - e. Drake Farmstead Park Carriage Barn Rental Fees
 - f. Sewer Main Connection Charges – Mortgage and Other Changes
 - g. Grange Hall Rental Amendment for Public Events
 - h. Authorization to sell decommissioned 2004 American LaFrance fire engine
- 5. Presentation - Public Transit Millage Information
- 6. WMU Student Project Re Oshtemo Website Accessibility
- 7. Consideration of 2020 KCRC PAR Program for Road Maintenance Projects
 - a. Local Road Contract – South 8th St, north of ML Avenue Flooding Repair Design Services
- 8. Other Township Business
- 9. Public Comment
- 10. Board Member Comments
- 11. 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 or staff member 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.

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, but it is not required.

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 does not follow these guidelines.

(adopted 5/9/2000)
(revised 5/14/2013)
(revised 1/8/2018)

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, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

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> Grant Taylor	216-5221	gtaylor@oshtemo.org
<u>Trustees</u> Cheri L. Bell	372-2275	cbell@oshtemo.org
Deb Everett	375-4260	deverett@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Ken Hudok	548-7002	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> Iris Lubbert	216-5223	ilubbert@oshtemo.org
<u>Public Works:</u> Marc Elliott	216-5236	melliott@oshtemo.org

Frequently Asked Questions

Public Sanitary Sewer

Breakdown of Sewer Connection Fees

➤ **Brief Overview of Connection Fees**

- Connection fees are designed to capture the monetary expense of the sanitary sewer system. Based on recent experience and discussions with local contractors, the cost of sanitary sewer construction has been increasing. This is due largely to material cost increases and contractor’s schedules being full. Additionally, new Road Commission of Kalamazoo County’s new specification for road construction has resulted in a road restoration increase of about 30%. A conservative estimate for a plat type street with average depth sewer would be approximately \$230 per foot. Oshtemo Township’s sanitary sewer connection fee has three components. The first component is a Parcel/Lot Fee, the second component is an assessable Front Footage Fee, and the third component is a Benefit Unit Fee. The collection of fees allow Oshtemo Charter Township to finance, construct and selectively manage the capital elements of the public sanitary sewer infrastructure in the Township. Please note that if your current septic system is less than 15 years old, property owners will not be required to pay the subject fees until the sewage system reaches its 15th year in age. Per ordinance, property owners will then be required to pay the connection fees and connect to the public sanitary sewer system.

○ **Parcel/Lot Fee**

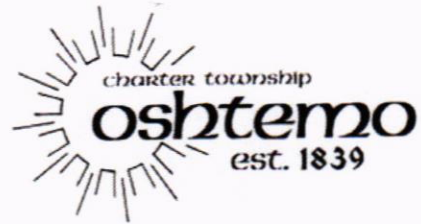
- A Parcel/Lot Fee is the first component included in the connection fees for public sanitary sewer service. This fee is a flat rate fee of \$7,000.00. It is designed to incorporate parcels with pie shaped lots which do not have significant frontage adjacent to a sewer main to pay a suitable cost similar to other property owners.

○ **Front Footage Fee**

- A Front Footage Fee is the second variable included in the connection fees for sanitary sewer. This fee is based on the amount of frontage the parcel/lot has to the roadway. The reason road frontage is assessed is because it is simply the linear footage amount of how much sanitary sewer main exists around the perimeter of the property. For instance, if you possess a corner lot, but only have sanitary sewer existing on one side of the property, you will only be assessed for that amount of linear footage for sewer. Each linear foot assessed equates to \$25.00. For residential properties that are a single-family home, the Township has decided to max out the assessed frontage amount to 200 feet. However, if you own a multi-family, commercial, or industrial property, you will be assessed the total amount of frontage your property has that is adjacent to sanitary sewer.

○ **Benefit Unit Fee**

- A Benefit Unit Fee is the third and final component included in the connection fees for sewer. This one-time fee is based on the average daily usage/flow volume of the user facility type. Each Benefit Unit assessed equates to \$2,000.00. For example, a restaurant & bar (commercial use) will have a different amount of Benefit Units assigned to them in contrast to what is assigned to a single-family home (residential use). A restaurant & bar will be using facilities that will require sanitary sewer services much more frequently compared to a single-family home. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons. Therefore, 1 Benefit Unit is assessed per single-family residence. This fee also comprises the daily operations, maintenance, and repairs needed for essential utility improvements for Oshtemo Township's sanitary sewer infrastructure. Enhancements are necessary in order to support a well-maintained, functional system for every-day users. Essential improvements include repairs on damaged pipes due to expansion of cracks, root infiltration, corrosion, and similar needs; maintenance to pump/lift stations; implementation/replacement of a service leads to properties; etc. This is not to be confused with the quarterly billing you receive from the City of Kalamazoo, as their daily operations, maintenance, and repairs surcharge is designated to upkeep their treatment and filtering processes to effectively maintain clean wastewater.



Memorandum

Date: 1/14/2019

To: Township Board

From: Dusty Farmer, Clerk

Subject: 2020 Census Update

In August 2019, Oshtemo Township committed to participate in an area Complete Count Committee (CCC) for the 2020 Census, I was appointed as the liaison for activities surrounding the Census. Since that date, I have participated in four training/meeting opportunities to learn more about CCC activities. Beginning this week I will participate in weekly call-in updates with the regional director.

In Summer/Fall 2019, Zoning Administrator Ben Clark worked many hours with the Kalamazoo County Planning Department to update local addresses (Local Update Census Addresses – LUCA) and he also provided the list of new construction that will be completed by census day

Attached you will find the 2020 Census Design, a map of our region, the operational schedule, CCC participants, a demographics description, new construction explanation, the localized mail participation rate map, and the response outreach area mapper.

Dusty Farmer, Clerk
Oshtemo Township

Redesign



2020 Census

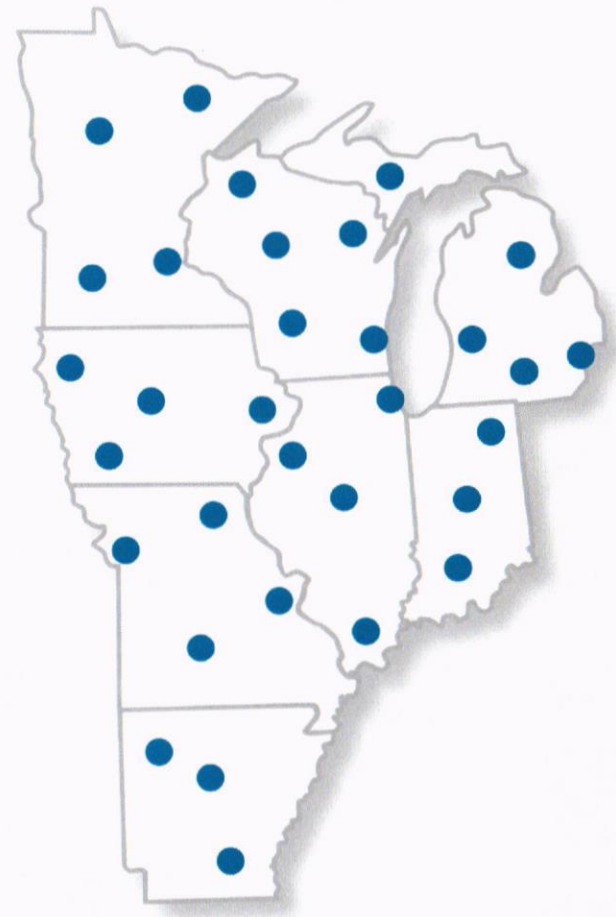
Recruiting & Job Opportunities

32 Area Census Offices (ACOs)

AR, IA, IL, IN, MI, MN, MO, WI

- Recruiting Assistants
- Office Operations Supervisors
- Office Clerks
- Census Field Supervisors
- Address Listers
- Census Enumerators / Takers

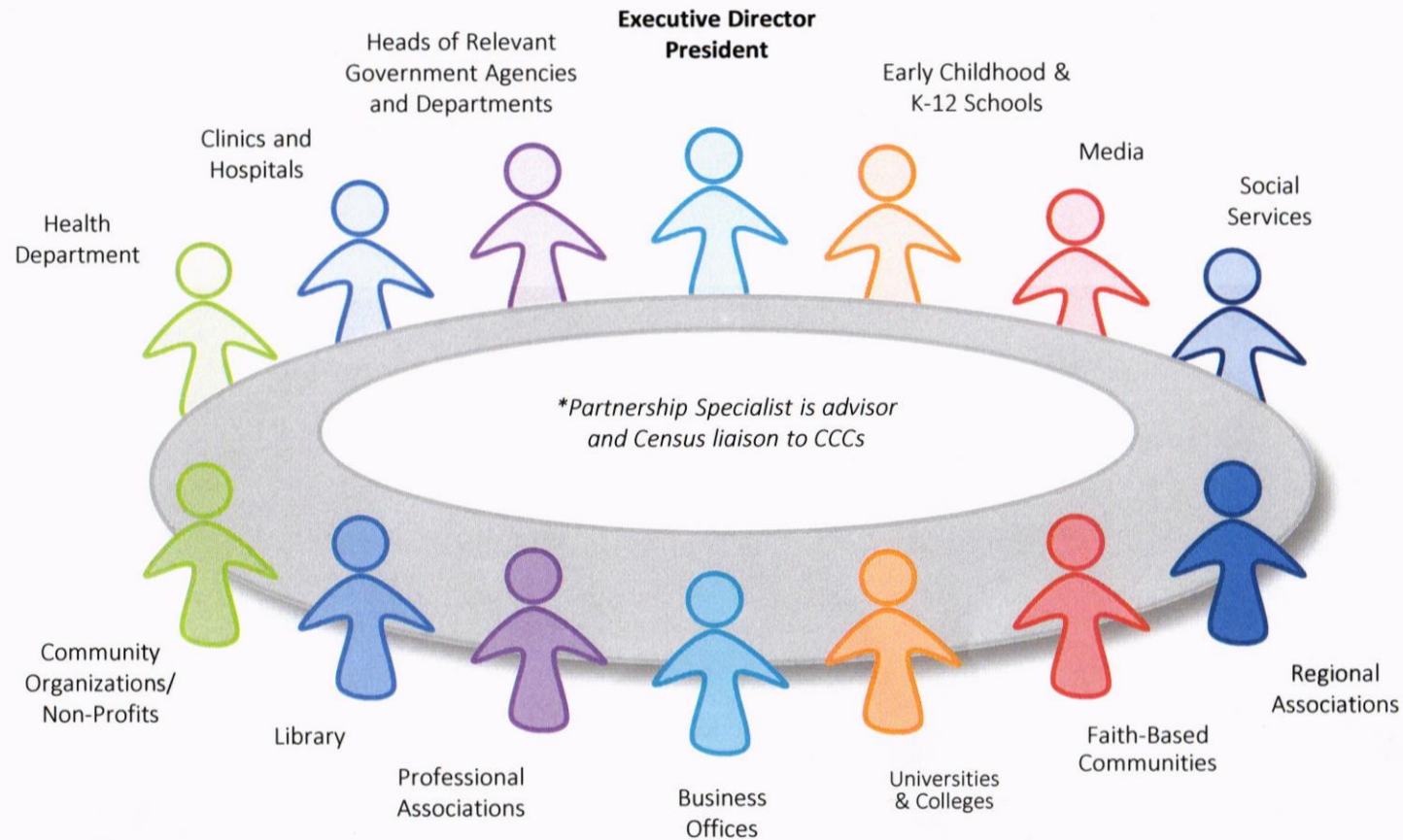
For current job openings, visit 2020census.gov/jobs
or call **855-JOB-2020** or if you have any questions,
email us at chicago.rcc.recruiting@census.gov.



Operational Schedule / Key Milestones

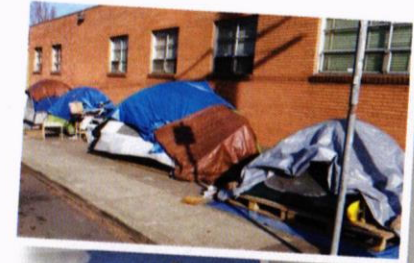
2018	<i>September</i>	Begin Recruiting for Census Jobs
2019	<i>January</i>	Area Census Offices Begin Opening Complete Count Committees Begin Activities
	<i>August</i>	In-Field Address Canvassing Starts
2020	<i>February</i>	Begin Group Quarters Operations
	<i>End of March</i>	Self-Response Period Begins
	<i>End of March-July</i>	Begin Field Enumeration (in Selected Areas)
	April 1	2020 Census Day!
	<i>Late April - August</i> <i>December 31</i>	Conduct Nonresponse Follow-Up (NRFU) Deliver Apportionment Counts to President
2021	<i>April 1</i>	Deliver Redistricting Counts to States

Who Should be Included on a CCC



Hard-To-Count (HTC) Demographics

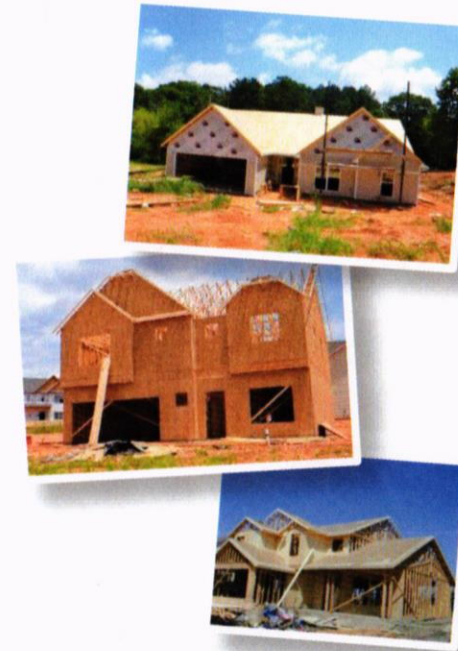
- Children (under 5yrs)
- College Students
- Farm Workers
- Homeless
- Immigrants
- Language Constrained
- Millennials
- Minorities
- People Living in Poverty
- People with Disabilities
- Refugees
- Renters
- Snowbirds
- Senior Citizens
- Veterans
- Young Adults (18-24yrs)



New Construction

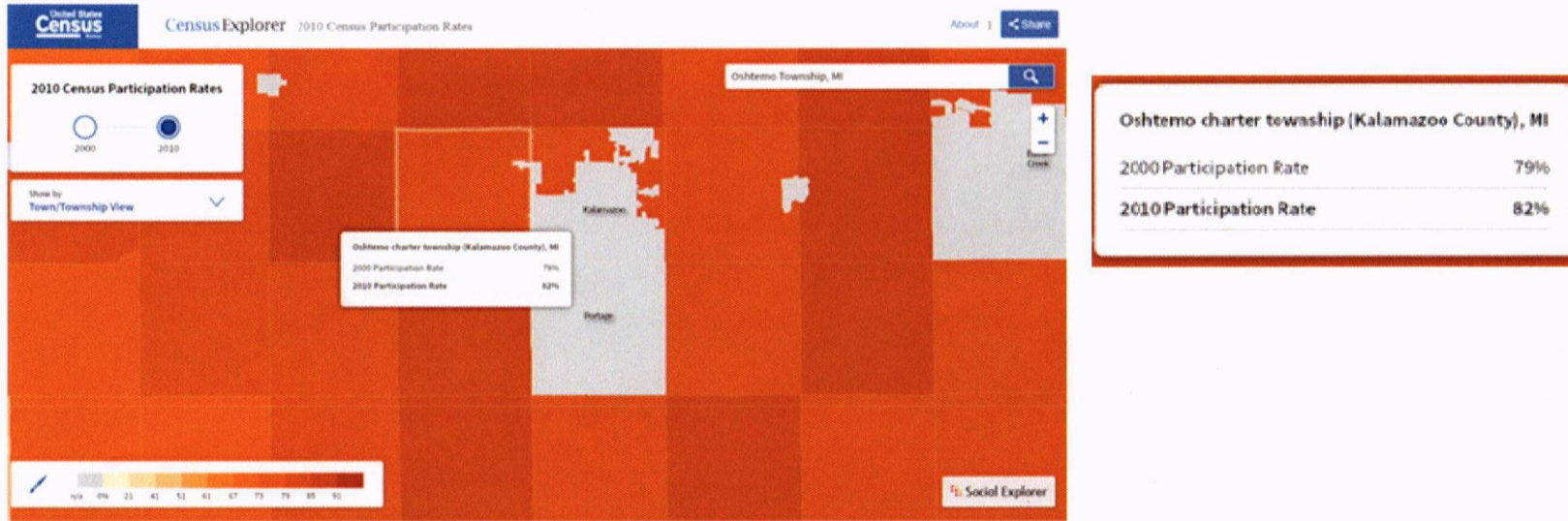
Once a decade, a voluntary opportunity for governments to submit addresses with city style mailing addresses for units constructed after **LUCA** that will be closed to the elements (i.e., basic construction completed) by census day.

This only applies to governments that will receive decennial census questionnaires by mail.



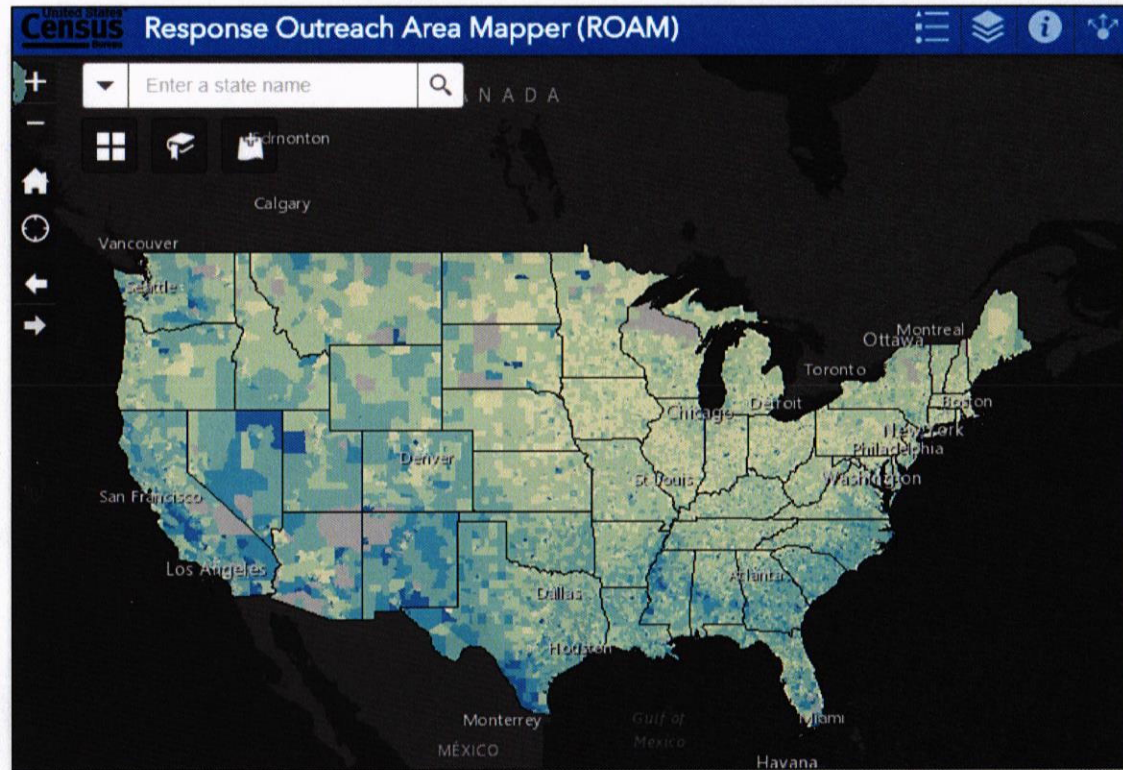
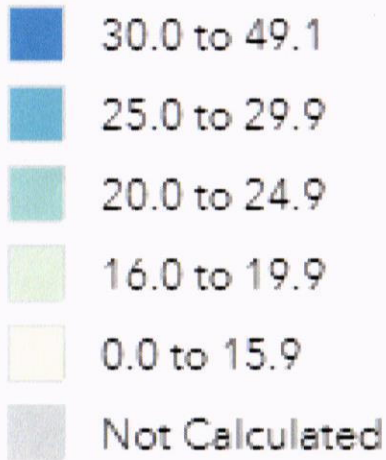
2020 Census

Localized Mail Participation Rate Map



Response Outreach Area Mapper (ROAM)

Low Response Score



census.gov/roam

4c

MEMORANDUM

TO: Oshtemo Charter Township Board
FROM: James W. Porter
RE: Mandatory Drug and Alcohol Testing after Workplace Accidents
DATE: April 3, 2019

Some members of the Board appeared surprised at our Board meeting on March 26 to find out that Occupational Health and Safety Administration (OSHA) had changed its position on automatic drug testing after accidents. While we had made significant changes moving in that direction, I believe the Board was questioning taking out any post-accident testing unless there is a reasonable suspicion of drug or alcohol use. However, that policy of OSHA has been in place for a number of years. During the MTA Lawyers Institute, one speaker making a presentation regarding labor law and local municipalities included the following quote:

“Occupational Health and Safety Administration (OSHA) prohibits automatic drug testing after an accident and requires that “the employer have a reasonable basis for believing that drug use could have contributed to the injury or illness.” See 29 C.F.R. 1904.35(b)(1)(iv); See OSHA Regional Administrators Memorandum (October 19, 2016) (“Interpretation of 1904.35(b)(1)(i) and (iv)”).

I thought this additional information would be helpful.

JWP/y
c Human Resources

(Note: if ER deemed necessary during phone conversation, nurse will recommend patient go directly to Bronson ER. (location map on the T Drive or Fire Department's L Drive).

- ◆ Employee notifies Personnel Director if he/she has scheduled a non-emergency medical appointment for an on-the-job injury.
- ◆ If employee is out of the area, call the Personnel Director who (via Bronson ProHealth) will provide physician or physician's assistant's name for that area.
- ◆ ~~For first visit for each injury, blood and alcohol tests will be administered. These tests provide employee and employer protection.~~ After an accident or injury, in order to carry out the Township's commitment to an alcohol and drug-free workplace, the Township reserves the right to require that an employee submit to drug or alcohol testing, based on a reasonable suspicion that the employee was under the influence as set forth in Sec. 6.18B and E, such testing shall be conducted in accordance with Section 6.18E.

For Worker's Compensation purposes, a Bronson ProHealth "Case Manager" will be assigned. The Case Manager's role is to keep the Township informed.



Memorandum

Date: 14 January 2020
To: Township Board
From: Josh Owens, Assistant to Supervisor
Subject: Oshtemo Charter Township – Paid on Call Firefighters Holiday Bonus

Objective

Board consideration of providing \$50 holiday bonus to twenty Paid on Call firefighters, and including a 2020 budget amendment to increase Fire Salary line item (206-336-70200) by \$2,000.

Background

During the December 10th, 2019 Township Board meeting consideration of holiday bonuses for staff was discussed and approved. Originally, the intent was to give \$25 gifts to staff, however, at the recommendation of Trustee Ford, the amount was increased to \$50 per staff member.

Recently, it was brought to the attention of the Supervisor's Office that omitting Paid on Call firefighters from this gift may be seen as unfair by some staff members since this was a gift directly from the Township. In no way was this the intent of the gift.

Historically, holiday gifts to staff was funded out-of-pocket by the three full-time elected officials. Since the costs fell directly on those elected officials it was limited to full-time staff only in the Fire Department. This past year the process was changed due to a higher number of staff members currently working for the Township. Instead of the three elected officials funding the bonuses it was decided that the funds would come directly from the Township budget, however, the recipients of the holiday gift remained unchanged. Because of the change to funding the holiday gifts it makes sense that all Township staff receive the bonus.

The Township highly values Paid on Call firefighters' willingness to provide much needed emergency services to Oshtemo residents and hopes that the omission of a holiday bonus does not lessen this sentiment. In order to right this wrong, the Supervisor's Office is recommending those firefighters receive the same \$50 holiday bonus that other staff received last month. The Supervisor's Office would also like to recommend that the Township create a policy stating that any Township employee hired on or before November 30th each year will be eligible for that year's holiday bonus.

Clear Form

BUDGET AMENDMENT REQUEST

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

Date: 12/04/2020

Department Head Name: Jowens

Fund Name: 206 Fire Operations

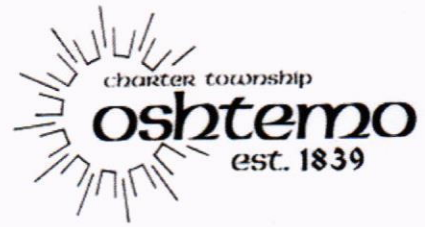
			Amount
Additional Funds Request for:	<u>Fire Salary Line</u>	<u>206-336-70200</u>	\$ 2,000.00
(description and GL number)	_____	_____	_____
	_____	_____	\$ 2,000.00
Funds requested from:	<u>Carryover</u>	<u>206-001-40100</u>	\$ 2,000.00
(description and GL number)	_____	_____	_____
	_____	_____	_____
	_____	_____	\$ 2,000.00

Explanation of request:

New money. Holiday bonus for Paid on Call.

Supervisor Review: *W. Jowens*, 1/8/20
(pending or date reviewed)

Board Authorization:
(pending or date authorized)



Memorandum

Date: January 8, 2020
To: Township Board
From: Karen High, Parks Director
Subject: Rental Fees for Drake Farmstead Park Carriage Barn

Objective: Approval of rental fees for the new Carriage Barn at Drake Farmstead Park.

Background: The Parks Committee recommends the following fee schedule for rental of the Carriage Barn. The proposed fees are equal to those for the Grange Hall and vary based on day of the week and type of event, whether public or private. Private events are defined as gatherings limited to members and guests of a family, organization or club, where the event is not open to the general public. Examples include family reunions, wedding receptions, company picnics, etc. Public events are defined as any event open to the public or charging an admission fee, such as dances, art and craft sales, festivals, holiday events, etc. All public events will require Parks Committee approval. For more information, see Carriage Barn Rental Applications on the following pages.

Proposed Rental Fee for Private Events

Rental Fee	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$100	\$150
Regular Rate	\$200	\$300
Additional fee for tent over 100 square feet	\$100	\$100

Proposed Rental Fee for Public Events

Rental Fee	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$175	\$225
Regular Rate	\$275	\$375
Additional fee for tent over 100 square feet	\$100	\$100

Drake Farmstead Carriage Barn: Rental Application for Public Events

927 North Drake Road, Kalamazoo MI 49006

Are you an Oshtemo resident, property or business owner? Yes No Are you a first time renter? Yes No

Name/Business: _____ Address: _____

Phone: _____ Email: _____ MI Tax ID _____

Group contact person/phone: _____ Will alcohol be served? Yes No

Type of event: _____ Number of People Expected: _____

Rental Period Requested—Day of the week, date, and time:

M T W TH F SA SU ____/____/____ Arrival _____ am/pm

Departure _____ am/pm (no later than midnight)

Rental Fee*	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$175	\$225
Regular Rate	\$275	\$375
Additional fee for tent over 100 square feet	\$100	\$100

*\$75 non-refundable fee due at time of application. Parks Committee approval is required for all Public Events. Allow at least six weeks for review. Remainder of rental fee due when application is approved.

Security Deposit: \$250, plus \$250 Liquor Liability Deposit if alcohol will be served.

Proof of Insurance: One day special event liability insurance policy required. If alcohol will be served, Certificate of Insurance Liability listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (\$1,000,000 min.) is also required.

Deposit and Proof of Insurance must be submitted at least seven days prior to event date. If not received at least seven days prior, rental fee is forfeited and Township reserves the right to cancel reservation.

Building Access:

- First time renters—Maintenance staff will meet you at designated arrival and departure times for instructions and inspection. *You must remain on the premises the entire rental period. 50% of your deposit will be forfeited if you leave prior to inspection.*
- Repeat renters will receive a key pad entry code by email that will allow access during rental period only.

Nuisance. Renter shall be responsible and shall pay all damages and charges to the Township, or any others, for any nuisance made or suffered on the premises or way bordering thereon resulting from the activities of the Renter.

Indemnity by Renter. Renter will indemnify Oshtemo Township and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damages to property arising from or out of the occupancy or use by Renter of the said premises or any part thereof or any other part of Township's property, occasional, wholly, or in part by any act or omission of Renter, its agents, contractors or employees.

Release Form. Your signature indicates that you have read and agree to abide by all the information included in this application, including all information on the second page of this form.

Signature _____ Date _____

Office Use Only: New Renter? Rental fee paid: \$ _____ on _____ Security Deposit paid \$ _____ on _____
 DL Proof of Ins Proof of Liquor Liability Liquor Liability Deposit paid: \$ _____ on _____
 Maint Calendar Web History Trash Bag Deposit returned \$ _____ on _____

Rental Policy for Public Events

- Public events are defined as any event open to the public **or** any event with an admission fee. Examples include dances, art and craft sales, festivals, holiday events, etc.
- **Parks Committee approval is required for all public events.** Allow at least six weeks for review.
- Renter must be 21 years of age or older. Photo ID required.
- First-time renters are not eligible to rent a township facility on a holiday.
- There will be **NO ALCOHOLIC BEVERAGES** served or consumed on the premises without Alcohol Agreement approval. (See Facility Rental Alcohol Policy below.)
- There will be **NO SMOKING** and **NO GAMBLING** on the premises.
- Disorderly conduct, including loud music, loud swearing, or otherwise disturbing the peace, that emanates off the property will not be tolerated and will result in the immediate closure of the event.
- Decorations may not be attached to walls, posts, ceiling or lights. Confetti is not permitted.
- Storage of personal property is not allowed. The Township will not be responsible for property left in the building.
- The premises must be vacated no later than midnight. All clean up must be completed during the rental period.
- The following equipment is available for use: (10) 8'long tables, 80 chairs, broom. Other cleaning supplies NOT provided.
- Building occupancy is 64 at tables and chairs, approx. 80 with chairs only. Additional occupancy permitted for outdoor events.
- Trash bags are provided and all garbage must be placed in the trash receptacles outside the building.
- Snow removal at entrance is the responsibility of the renter. Shovel & salt will be made available.
- Oshtemo-based civic, recreation and conservation groups: fee may be reduced by half or waived in exchange for in-kind service w/ approval of Township Supervisor or Clerk.
- Questions during your rental period? Call 269-216-5243.

To ensure the return of your Security Deposit, the following tasks must be completed before leaving the building:

1. All windows are closed.
2. Tables have been wiped off.
3. Floor has been swept.
4. Tables and chairs have been returned to their original locations.
5. Trash has been placed in receptacles outside the building.
6. Lights are turned off in restrooms, room, and foyer.
7. Thermostat is set to Heat at 60 degrees with fan at Auto.

**Failure to comply with any of the above may result in immediate revocation of the rental.
In addition, a maintenance fee may be assessed if any of the above is violated. Please initial: _____**

Facility Rental Alcohol Policy

Renters are permitted to serve alcohol only under the following conditions.

1. Insurance Requirement: Certificate of Insurance listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (minimum \$1,000,000).
2. Additional \$250 security/cleaning deposit.
3. Renter must ensure that alcohol is not consumed by minors (age 21 and under).
4. Alcohol is allowed inside the building only.
5. No alcohol sales permitted, i.e. no cash bar.
6. All events may be subject to Township inspection and video surveillance.
7. If alcohol is served without meeting all of the requirements listed above, the entire Security Deposit will be forfeited.

Cancellation Policy

- To cancel a facility rental, you must notify the Township by either phone (269-375-4260), fax (269-375-7180), e-mail to oshtemo@oshtemo.org, or mail to Oshtemo Township Clerk, 7275 West Main Street, Kalamazoo, Michigan, 49009.
- Upon cancellation, security deposit will be refunded the next time the Township processes payables. Regular **rental fees** will be refunded in full if received 4 weeks prior, and 50% if received less than 4 weeks but more than 2 weeks prior. Cancellations received less than 2 weeks prior to the rental date will receive no refund. **Holiday (Christmas Day, New Years Day, Memorial Day, 4th of July) rental fees** will be refunded in full if received 8 weeks prior, and 50% if received less than 8 weeks but more than 6 weeks prior. Cancellations received less than 6 weeks prior to the rental date will receive no refund.
- Township reserves the right to cancel a reservation with no refund if there is an expectation that any Rental Policy will be violated.

Drake Farmstead Carriage Barn: Rental Application for Private Events

927 North Drake Road, Kalamazoo MI 49006

Are you an Oshtemo resident, property or business owner? Yes No Are you a first time renter? Yes No

Name/Business: _____ Address: _____

Phone: _____ Email: _____

Group contact person/phone, if applicable: _____ Will alcohol be served? Yes No

Type of event: _____ Number of People Expected: _____

Rental Period Requested—Day of the week, date, and time:

M T W TH F SA SU ____/____/____ Arrival _____ am/pm

Departure _____ am/pm (no later than midnight)

Rental Fee	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$100	\$150
Regular Rate	\$200	\$300
Additional fee for tent over 100 square feet	\$100	\$100

Rental fee must be paid at time of reservation.

Security Deposit:

First time user: \$250, 2-5 rentals: \$175, After 5 rentals in good standing: \$125, Liquor Liability Deposit: \$250

Proof of Insurance:

Proof of liability insurance required. (Copy of homeowners declaration page or one day special event policy.)
If alcohol will be served, Certificate of Insurance Liability listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (\$1,000,000 min.) is also required.

Deposit and Proof of Insurance must be submitted at least seven days prior to reservation date.

If not received at least seven days prior, rental fee is forfeited and Township reserves the right to cancel reservation.

Building Access:

- First time renters—Maintenance staff will meet you at designated arrival and departure times for instructions and inspection. *You must remain on the premises the entire rental period. 50% of your deposit will be forfeited if you leave prior to inspection.*
- Repeat renters will receive a key pad entry code by email that will allow access during rental period only.

Nuisance. Renter shall be responsible and shall pay all damages and charges to the Township, or any others, for any nuisance made or suffered on the premises or way bordering thereon resulting from the activities of the Renter.

Indemnity by Renter. Renter will indemnify Oshtemo Township and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damages to property arising from or out of the occupancy or use by Renter of the said premises or any part thereof or any other part of Township's property, occasional, wholly, or in part by any act or omission of Renter, its agents, contractors or employees.

Release Form. Your signature indicates that you have read and agree to abide by all the information included in this application, including the rules on the second page of this form.

Signature _____ Date _____

Office Use Only: New Renter? Rental fee paid: \$ _____ on _____ Security Deposit paid \$ _____ on _____

DL Proof of Ins Proof of Liquor Liability Liquor Liability Deposit paid: \$ _____ on _____

Maint Calendar Web History Trash Bag Deposit returned \$ _____ on _____

Rental Policy for Private Events

- Private events are defined as gatherings limited to members and guests of a family, organization or club, where the event is not open to the general public. Examples include family reunions, wedding receptions, company picnics, corporate retreats, etc. Public events are defined as any event open to the public **or** charging an admission fee, such as dances, art and craft sales, festivals, holiday events, etc. All public events require Parks Committee approval. See **Drake Farmstead Carriage Barn: Rental Application for Public Events** for additional restrictions and fees.
- Renter must be 21 years of age or older. Photo ID required.
- First-time renters are not eligible to rent a township facility on a holiday.
- There will be **NO ALCOHOLIC BEVERAGES** served or consumed on the premises without Alcohol Agreement approval. (See Facility Rental Alcohol Policy below.)
- There will be **NO SMOKING** and **NO GAMBLING** on the premises.
- Disorderly conduct, including loud music, loud swearing, or otherwise disturbing the peace, that emanates off the property will not be tolerated and will result in the immediate closure of the event.
- Decorations may not be attached to walls, ceiling or lights. Confetti is not permitted.
- Storage of personal property is not allowed. The Township will not be responsible for property left in the building.
- The premises must be vacated no later than midnight. All clean up must be completed during the rental period.
- The following equipment is available for use: (10) 8' long tables, 80 chairs, broom. Other cleaning supplies NOT provided.
- Trash bags are provided and all garbage must be placed in the trash receptacles outside the building.
- Snow removal at entrance is the responsibility of the renter. Shovel & salt will be made available.
- Oshtemo-based civic, recreation and conservation groups: fee may be reduced by half or waived in exchange for in-kind service if approved by the Township Supervisor and/or Clerk.
- Questions during your rental period? Call 269-216-5243.

To ensure the return of your Security Deposit, the following tasks must be completed before leaving the building:

1. All windows are closed.
2. Tables have been wiped off.
3. Floor has been swept.
4. Tables and chairs have been returned to original location.
5. Trash has placed in receptacles outside the building.
6. Lights are turned off in restrooms, rooms, and foyer.
7. Thermostat is set to Heat at 60 degrees with fan at Auto.

**Failure to comply with any of the above may result in immediate revocation of the rental.
In addition, a maintenance fee may be assessed if any of the above is violated. Please initial: _____**

Facility Rental Alcohol Policy

Renters are permitted to serve alcohol only under the following conditions.

1. Insurance Requirement: Certificate of Insurance listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (minimum \$1,000,000).
2. Additional \$250 security/cleaning deposit.
3. Renter must ensure that alcohol is not consumed by minors (age 21 and under).
4. Alcohol is allowed inside the building only. If additional fee is paid for a tent over 100 square feet, alcohol is allowed inside the tent as well.
5. No alcohol sales permitted, i.e. no cash bar.
6. All events may be subject to Township inspection and video surveillance.
7. If alcohol is served without meeting all of the requirements listed above, the entire Security Deposit will be forfeited.

Cancellation Policy


- To cancel a facility rental, you must notify the Township by phone (269-375-4260), fax (269-375-7180), e-mail to oshtemo@oshtemo.org or mail to: Oshtemo Township Clerk, 7275 West Main Street, Kalamazoo, Michigan, 49009
- Upon cancellation, security deposit will be refunded the next time the Township processes payables. **Rental fees** will be refunded in full if received 4 weeks prior, and 50% if received less than 4 weeks but more than 2 weeks prior. Cancellations received less than 2 weeks prior to the rental date will receive no refund.
- Township reserves the right to cancel a reservation with no refund if there is an expectation that any Rental Policy will be violated.

4, f.

MEMORANDUM

TO: Libby Heiny-Cogswell

C: Marc Elliott
Colten Hutson
Grant Taylor
Dusty Farmer

FROM: James W. Porter 

DATE: January 7, 2020

SUBJECT: Proposed Changes to Amended and Restated Sewer Main Connection Charges

Attached you will find the proposed changes to the attached Amended and Restated Sewer Main Connection Charges, Section I, Paragraphs 4 and 5. I incorporated Fannie Mae in reference to our standard Installment Payment Mortgage Agreements which will substantially reduce the overall interest rate charged on these outstanding loans. The interest rate will be more akin to a standard mortgage or a home equity loan, rather than prime which, as we discussed, is the rate that a commercial business with A+ credit rating would pay for an unsecured loan.

For the other loans, rather than referencing the USDA, I referenced any projects which were funded by state or federal loans, since we do not know what the future holds, I wanted to allow for any future state or federal loans, not just USDA. Hopefully, this language is generic enough to accommodate any type of subsidy or low interest loans assistance which the Township might receive from the state or federal government.

Please review the same and recommend any changes that you believe are necessary.

The assessable front foot connection charge shall apply when a property borders the sewer main road right-of-way, and the lineal foot connection charges shall apply when the sewer main is located in the interior of the parcel within a public sanitary sewer easement.

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

LOTS, BUILDING SITES, AND PARCELS WITHIN APPROVED DEVELOPMENT BOUNDARIES WHERE THE DEVELOPER PAID FOR THE SEWER INSTALLATION

- A. \$2,000 per benefit unit (See Section IV).
3. When an additional lead to the sewer mains is requested to service a property where a lead already exists, the actual cost incurred by the Township in providing said additional lead shall be the responsibility of the requesting party.
 4. ~~Generally, Installment Payment Mortgage Agreements shall not exceed 20 years. Except as set forth herein, such Mortgages Agreements shall be charged a rate of interest equal to the prime home mortgage rate set by Fannie Mae on January 1 of each year plus 1%, not to exceed the maximum rate allowed by law. For sanitary sewer extension projects funded by bonds, state or federal loans, the Installment Payment Mortgage Agreement shall not exceed the term, or remaining term, of the state or federally funded loan, figured from the date the Installment Payment Mortgage Agreement is executed, and such Mortgages shall be charged a rate of interest equal to the loan or bond rate for such project plus 1%, not to exceed the maximum rate allowed by law.~~
 5. If the property has been part of a special assessment district, the subject property shall be entitled to a credit for one Benefit Fee; only the remaining portions of the front foot charge and parcel, lot or building site fee, if any, shall be due as well as any additional Benefit Unit Charges owed under Section IV, Paragraph 1, in accordance with the Benefit Unit Schedule set forth therein. See Section IV.

~~Fees for the front foot charge and the parcel, lot or building site charge are limited to \$12,000 for a single-family home. With the addition of the~~

~~benefit unit fee, the maximum amount is \$14,000 per parcel, lot or building site. It is intended that the benefit unit fee, which is related to anticipated flow volume, helps offset the high cost of trunk line and pumping station construction.~~

II.

DEVELOPER CONSTRUCTION CONTRACT / SEWER MAIN EXTENSION AGREEMENT

1. A developer may contract with the Township to extend a public sewer main to and through a property subject to the following requirements:
 - A. All costs, including construction, engineering, legal and administrative expenses, shall be paid by the developer.
 - B. The design and construction of the sewer main extension, including all service leads, manholes, pumping stations, roadway borings, topsoil and service restoration shall be in accordance with the current Township standards and approved by the Township Engineer.
 - C. Generally, construction will be undertaken by or under the control of the Township. However, pursuant to Township approval and authorization, sewer construction may be undertaken by the developer, and the following shall also generally apply:
 - (1) All sewer construction must be inspected by the Township Engineer at the developer's full cost. However, pursuant to written Township approval, inspection of sewer construction for the purpose of permit certification may be performed by the developer's engineer of record.
 - (2) Sanitary sewer testing requirements must be witnessed by the Township or its designated representative.
 - (3) The developer must provide full, complete and reliable documentation of sewer construction costs in order to receive full benefit of the cost recovery provisions of paragraph E below.
 - (4) Acceptance of the sewer addition for any use, including sewerage flow, shall require prior approval by the Township Engineer.

49



Memorandum

Date: January 8, 2020
To: Township Board
From: Karen High, Parks Director
Subject: Grange Hall Rental Amendment for Public Events

Objective: Approval of amendments to Rental Policy and fees to allow a limited number of public events at the Grange Hall.

Background: Our current rental policy prohibits “commercial events” at the Grange Hall. In order to cautiously promote broader usage of the facility, the Parks Committee recommends amending the policy to allow a limited number of “public events” per year. Public events are defined as any event open to the public or charging an admission fee, such as dances, art and craft sales, festivals, holiday events, etc. A maximum of three holiday events/festivals and three sales events per year will be permitted, excluding events hosted by West Oshtemo Grange, Country Dancing Kalamazoo, and Kalamazoo Scottish Dancers. These maximum numbers of events are based on the Special Event Allowances for Category 3 of Oshtemo’s Agritourism ordinance.

Other proposed amendments to the Rental Policy are as follows:

- All public events must be reviewed and approved by the Parks Committee.
- A special event liability insurance policy is required.
- Disorderly conduct, including loud music, loud swearing, or otherwise disturbing the peace, that emanates off the property will not be tolerated and will result in the immediate closure of the event.
- Oshtemo Township reserves the right to cancel a reservation with no refund if there is an expectation that any Rental Policy will be violated.

For more information, see Grange Hall Rental Application for Public Events on the following page. Amendments are shown in purple.

Proposed Rental Fee for Public Events

Rental Fee	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$175	\$225
Regular Rate	\$275	\$375

Grange Hall: Rental Application for Public Events Only

3234 North 3rd Street, Kalamazoo MI 49009

Pick up key by: _____ on _____
(If not first time renter)

Are you an Oshtemo resident, property or business owner? Yes No Are you a first time renter? Yes No

Name/Business: _____ Address: _____

Phone: _____ Email: _____ MI Tax ID _____

Group contact person/phone: _____ Will alcohol be served? Yes No

Type of event: _____ Number of People Expected: _____ (150 maximum)

Rental Period Requested—Day of the week, date, and time:

M T W TH F SA SU ___/___/___ Arrival _____ am/pm (no earlier than 8:00am)
 Departure _____ am/pm (no later than midnight)

Rental Fee*	Weekday (Mon-Thurs)	Weekend (Fri-Sun)
Discounted Resident Rate	\$175	\$225
Regular Rate	\$275	\$375

*\$75 non-refundable fee due at time of application. Remainder of rental fee due when application is approved.

Security Deposit: \$250, plus \$250 Liquor Liability Deposit if alcohol will be served.

Proof of Insurance: One day special event liability insurance policy required, with Oshtemo Township listed as an additional insured. If alcohol will be served, Certificate of Insurance Liability listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (\$1,000,000 min.) is also required.

Deposit and Proof of Insurance must be submitted at least seven days prior to reservation date.
 If not received at least seven days prior, rental fee is forfeited and Township reserves the right to cancel reservation.

Building Access:

- First time renters—Maintenance staff will meet you at designated arrival and departure times for instructions and inspection. No key will be provided. *You must remain on premises the entire rental period. 50% of your deposit will be forfeited if you leave prior to inspection.*
- Other renters must pick up a key at the Township Office on the last business day prior to rental date. All doors must be locked if the property is left unattended. **Please Note: Township office closes at 1:00 pm on Fridays.** Please plan accordingly to obtain your room key during office hours. If key is not picked up and special arrangements must be provided, one half of security deposit will be forfeited.

Nuisance. Renter shall be responsible and shall pay all damages and charges to the Township, or any others, for any nuisance made or suffered on the premises or way bordering thereon resulting from the activities of the Renter.

Indemnity by Renter. Renter will indemnify Oshtemo Township and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damages to property arising from or out of the occupancy or use by Renter of the said premises or any part thereof or any other part of Township's property, occasional, wholly, or in part by any act or omission of Renter, its agents, contractors or employees.

Release Form. Your signature indicates that you have read and agree to abide by all the information included in this application, including the rules on the second page of this form.

Signature _____ Date _____

Office Use Only: New Renter? Rental fee paid: \$ _____ on _____ Security Deposit paid \$ _____ on _____
 DL Proof of Ins Proof of Liquor Liability Liquor Liability Deposit paid: \$ _____ on _____
 Maint Calendar Web History Trash Bag Deposit returned \$ _____ on _____

Rental Policy for Public Events

- Public events are defined as any event open to the public **or** any event with an admission fee. Examples include dances, art and craft sales, festivals, holiday events, etc.
- **Parks Committee approval is required for all public events.** Allow at least six weeks for review.
- A maximum of three holiday events/festivals and three sales events per year will be permitted at the Grange Hall, excluding events hosted by West Oshtemo Grange, Country Dancing Kalamazoo, and Kalamazoo Scottish Dancers. Applications will be reviewed on a first come-first serve basis.
- **Renter must be 21 years of age or older. Photo ID required.**
- First-time renters are not eligible to rent a township facility on a holiday.
- There will be **NO ALCOHOLIC BEVERAGES** served or consumed on the premises without Alcohol Agreement approval. (See Facility Rental Alcohol Policy below.)
- There will be **NO SMOKING** and **NO GAMBLING** on the premises.
- Disorderly conduct, including loud music, loud swearing, or otherwise disturbing the peace, that emanates off the property will not be tolerated and will result in the immediate closure of the event.
- Decorations may not be attached to walls, ceiling or lights. *Confetti is not permitted.*
- Storage of personal property is not allowed. The Township will not be responsible for property left in the building.
- The premises must be **vacated** no later than **midnight.** All clean up must be completed during the rental period.
- The following equipment is available for use: (8) 8'long tables, 100 chairs, microwave, sink, refrigerator, mop, broom. Other cleaning supplies are NOT provided.
- Trash bags are provided and all garbage must be placed in the trash receptacles **outside** the building.
- Snow removal at entrance is the responsibility of the renter. Shovel & salt will be made available.
- Oshtemo-based civic, recreation and conservation groups: fee may be reduced by half or waived in exchange for in-kind service w/ approval of Township Supervisor or Clerk.
- Questions during your rental period? Call 269-216-5243.

Failure to comply with any of the above Rental Policies may result in immediate revocation of the rental. In addition, a maintenance fee may be assessed if any Rental Policy is violated. Please initial: _____

Before leaving, please check that:

1. All windows are closed.
2. Kitchen is clean.
3. Tables have been wiped off.
4. Floor has been swept.
5. Tables and chairs have been returned to original location.
6. Trash has been placed in receptacles outside the building.
7. Lights are turned off in restrooms, rooms, and foyer.
8. Thermostat is set to Heat at 60 degrees with fan at Auto.
9. First time renters must stay with building until Maintenance Staff arrives to lock up. Other renters must return key to Township Office. If after hours, use drop box in the parking lot.

Renters with keys—\$75 rekeying fee will be charged if key is not returned to the Township Hall.

Facility Rental Alcohol Policy

Renters are permitted to serve alcohol only under the following conditions.

1. Insurance Requirement: Certificate of Insurance listing Oshtemo Township as additional insured on a General Liability and Host Liquor Liability Insurance Policy (minimum \$1,000,000).
2. Additional \$250 security/cleaning deposit.
3. Renter must ensure that alcohol is not consumed by minors (age 21 and under).
4. Alcohol is allowed inside the building only.
5. No alcohol sales permitted, i.e. no cash bar.
6. All events may be subject to Township inspection and video surveillance.
7. If alcohol is served without meeting all of the requirements listed above, the entire Security Deposit will be forfeited.

Cancellation Policy

- To cancel a facility rental, you must notify the Township by either phone (269-375-4260), fax (269-375-7180), e-mail to oshtemo@oshtemo.org, or mail to Oshtemo Township Clerk, 7275 West Main Street, Kalamazoo, Michigan, 49009.
- Upon cancellation, security deposit will be refunded the next time the Township processes payables. Regular **rental fees** will be refunded in full if received 4 weeks prior, and 50% if received less than 4 weeks but more than 2 weeks prior. Cancellations received less than 2 weeks prior to the rental date will receive no refund. **Holiday (Christmas Day, New Years Day, Memorial Day, 4th of July) rental fees** will be refunded in full if received 8 weeks prior, and 50% if received less than 8 weeks but more than 6 weeks prior. Cancellations received less than 6 weeks prior to the rental date will receive no refund.
- Township reserves the right to cancel a reservation with no refund if there is an expectation that any Rental Policy will be violated.



Memorandum

Date: 14 January 2020

To: Township Board

From: Josh Owens, Assistant to the Supervisor

Subject: Authorization to sell decommissioned 2004 American LaFrance fire engine

Objective

Board consideration to authorize the sale of the Township’s decommissioned 2004 American LaFrance fire engine.

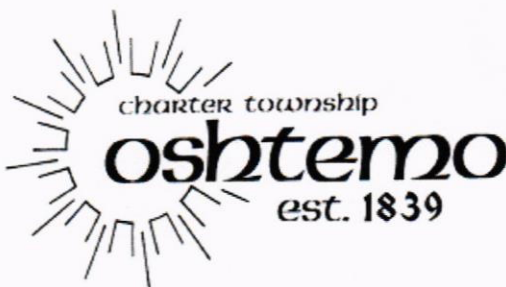
Background

On August 14, 2018, the Board approved the decommissioning of our 2004 American LaFrance fire engine. The vehicle had failed an annual service test and repairs were estimated to far exceed the value of the vehicle.

Information

Sale of a non-serviceable fire engine is very challenging. Especially one who’s manufacturer has gone out of business. After not finding a protentional buyer, the vehicle was listed with a broker (Brindlee Mountain Fire Apparatus LLC) in May of 2019. The sale of the vehicle is “as is” and was listed at \$10,000.

The request to the Township Board is for authorization to sell the Township’s decommissioned 2004 American LaFrance fire engine.



Memo

To: Oshtemo Charter Township Board
From: Marc Elliott, P.E., Director of Public Works
Date: January 7, 2020
Subject: 2020 Roadway Maintenance Projects

OBJECTIVE

To notify the Road Commission Kalamazoo County (RCKC), that it is the intent of Oshtemo Township to fully match the RCKC's offered 2020 PAR Funds towards maintenance and other improvements to Oshtemo Township local roads.

BACKGROUND

On December 27, 2019, RCKC announced that it would make available up to \$390,895.50 in PAR funds for local road maintenance in Oshtemo, provided the Township contribute an equal match (attached). Recently, RCKC has adopted a policy wherein PAR funds can be matched with in-kind local roadway improvements undertaken separately by the Township. The Township's planned 2020 neighborhood sanitary sewer extension project should be available as an in-kind contribution to significantly match the offered PAR dollars. In fact, delayed construction of the Township's sewer from 2019 to 2020 is largely responsible for the \$132,811.50 in 2019 carryover PAR Funds. On December 17, 2019 the Oshtemo Board did approve an Agreement (attached) with RCKC to carryover the 2019 PAR funds that went unmatched do to construction delays.

The Board's adopted 2020 budget includes \$250,000 as a cash match for RCKC managed local roadway maintenance projects in Oshtemo. This leaves an additional \$140,895.50 in offered PAR to be matched "in-kind" by Oshtemo for its sanitary sewer project. The Board's adopted 2020 budget for the sewer extensions includes another \$250,000 for roadway reconstruction within the sewer project extents. Please note that RCKC has additional requirements for in-kind eligibility based on paser ratings. These requirements will need to be reviewed with RCKC staff for each of the roadway segments reconstructed at year's end. Currently it is anticipated the PAR Match can be met fully through the above described combination of cash and in-kind roadway improvements as currently budgeted by the Board.

INFORMATION PROVIDED

RCKC 2020 PAR Distribution (first call for local road commitments)
 2019 Carryover Contract



Road Commission
of Kalamazoo County

3801 E. Kilgore Road
Kalamazoo, MI 49001
(269) 381-3171
Fax (269) 381-1760
www.kalamazoocountyroads.com

December 27, 2019

Dear Kalamazoo County Townships/Partners,

The Board of County Road Commissioners of the County of Kalamazoo (Board) and staff appreciate the participation and level of commitment by our Townships for infrastructure improvements. Together we completed many local construction and preventive maintenance projects countywide. 2019 was one of our largest project years on record. The Road Commission of Kalamazoo County (RCKC) would like to provide the following updated information for 2020.

Local Road Participation Program:

Annually, our Board reviews the amount of available participation (PAR) funds for our local road improvement projects as part of our budget process. The local road PAR fund allocation is based on the distribution from the Michigan Transportation Fund (MTF). **RCKC has allocated \$2,045,000 toward this partnership which continues to be a record breaking commitment to the local road program.**

Local Road Participation Fund Policy:

Key Dates are as follows:

- RCKC PAR Funds Available: *(adjusted from December 20th)* by December 27
 - Townships Notify RCKC of PAR Fund Intentions: *(adjusted from January 20th)* by January 27
- We ask that each Township please notify RCKC by January 27th by EMAIL to mworden@kalamazoocountyroads.com if you are;**

1. Unable to use any of the allocated PAR funds, **or**
 2. Only able to use a PORTION (amount indicated \$ _____) of the allocated PAR funds, **or**
 3. Able to use ALL of the allocated PAR funds, but NOT committed to participate in the PAR funds redistribution, **or**
 4. Able to use ALL of the allocated PAR funds and COMMITTED to participating in the PAR funds redistribution.
- PAR Fund Redistribution: by January 31
 - PAR Fund Contracts HMA Early Bid Letting: by February 15
 - **PAR Fund Final Obligation: by March 15**

Local Road Projects Average Costs:

A 2020 local road projects cost sheet by treatment type has been included for reference based on **2019 average costs**. Please note these costs are based on 2019 average project costs and updated estimates will need to be produced based on current market conditions per project.

Non-motorized Facilities:

To establish adequate planning, communication and coordination of local and primary road projects, RCKC has developed an application process for approval of non-motorized facilities in the public right of way. We have also incorporated the option of an umbrella agreement. Projects to be considered should be submitted at minimum of three (3) years in advance of design engineering for federal projects and prior to the start of design engineering for other projects, unless funding requests makes this impossible, preferably in the early design stages. Projects should be identified as part of the RCKC local and/or primary road plan. Applications submitted after that deadline will be considered for approval and funding after all timely applications are processed, and may be subject to additional charges connected with the late submission and related costs, if any.

Asset Management:

We will be updating our asset management data and maps for 2019 to include projects completed and ratings collected in 2019. **In 2020, pavement evaluation and rating (PASER) local road data collection will be in Cooper, Kalamazoo, Pavilion, Prairie Ronde and Wakeshma Townships.**

We appreciate your commitment to asset management planning with the "right fix at the right time." We are also building **5-year local road plans**, which based on positive feedback from 2019 will be added to our [RCKC website](#). This information will assist with coordination with utilities planning for sewer and water. So when we are reviewing 2020 project estimates, we will also be building 5-year local road plans for 2020 - 2024 with you. We understand these plans are for planning purposes and certainly there may be project adjustments needed annually.

RCKC Communication:

We have included an update of our RCKC administration team contact list (attached). To assist with communication channels, Mark Worden, Engineering and Public Relations Director will serve as your primary RCKC team liaison for Township Supervisors.

We encourage you and our citizens to call our office main switchboard and/or use our website "Contact Us" with any service requests/general questions or areas needing attention vs. direct staff contact for tracking purposes. In 2020, we will be updating our service request system to provide automatic notices for receipt and completion of service requests to the service request originator.

We would appreciate opportunities to share our information in your newsletters or any communication mediums. Also, please check that your Township websites are linking to our site and/or there is up to date RCKC information.

We also encourage you to help us spread the word on "**RCKC Connect**". This mass notification service allows us to alert citizens on where, what and how they prefer to be contacted with general RCKC news, construction, and road closures. In 2020, we have added two additional RCKC Connect groups; Utility & Plat and Transportation for those who may be interested in information pertinent to utilities, development and right-of-way and transportation related permits. Just look for this logo on our website to sign up:



RCKC CONNECT
RCKC ALIEN 10/10/19

In 2020, we will return with scheduling of Township/RCKC Joint meetings. We continue to ask for topics well in advance of meetings, to foster continued partnerships and bring value to the joint meetings on mutually relevant topics. Selena Rider, RCKC Administrative Assistant will contact you after the first of the year to begin scheduling.

Once again thank you for your support of infrastructure improvements and we look forward to working together in the New Year!

Sincerely,

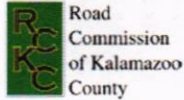
Joanna I.
Johnson

Joanna I. Johnson,
Managing Director

Digitally signed by Joanna I. Johnson
DN: cn=Joanna I. Johnson, o=Road Commission of
Kalamazoo County, ou=Managing Director,
email=jjohnson@kalamazoo-countyroads.com, c=US
Date: 2019.12.27 13:02:22 -05'00'

Attachments

- RCKC Contact Information
- 2020 Local Road Participation Fund Allocation
- Local Road Projects 2019 Project Average Costs
- Local Road Cost Sharing Policy
- Local Road Participation Fund Policy
- Local Road Culvert Replacement Policy
- Local Road Bridge Replacement Policy
- Local Road Delayed Payment by Townships Policy
- Failed Condition Local Road Policy
- Cost Sharing for a Township Initiated Sewer/Water Related Project Policy



ROAD COMMISSION OF KALAMAZOO COUNTY (RCKC)
3801 E Kilgore Road
Kalamazoo, MI 49001
www.kalamazooountyroads.com

Regular Business Hours: 7:30am - 4:00pm

We encourage calls to our main switchboard and/or use our website with any service requests/general questions or areas needing attention.

You can reach RCKC staff directly by dialing (269) 381-3170 and then the extension number listed below.

Fax: (269) 381-1760

Extension

- 226 Ausbury, Rebekkah — Project Engineer
- 240 Bartholomew, Travis — Operations Director
- 245 DeYoung, Bill — General Superintendent
- 221 Engel, Will — Road Maintenance Superintendent
- 270 Fitzsimmons, Jon — Permit Agent
- 273 Franklin, Brian — Permit Agent
- 241 Graham, Mike — Forester/Consultant
- 276 Hassenzahl, Rich - Road Maintenance Superintendent
- 285 Hendricks, Tara - Administrative Assistant - Operations
- 203 Hill, Debbie — Assistant Finance Director - Human Resources
- 274 Hoekstra, Jim —Traffic and Project Engineer
- 206 Howell, Katie — Accounting Clerk
- 220 Johnson, Joanna — Managing Director
- 275 Minkus, Ryan — County Engineer
- 202 Olson, Steve — Accountant
- 247 Page, Jim — Road Maintenance Superintendent
- 200 Rider, Selena — Administrative Assistant
- 201 Simmons, Ann — Finance Director
- 246 Worden, Mark — Engineering and Public Relations Director

If you are unable to reach our staff directly, please dial our main number (269) 381-3171 and ask the operator to connect you.

Please route calls after business hours to 911 dispatch for emergency issues.

2020 Board of County Road Commissioners of the County of Kalamazoo

Deborah J. Buchholtz	Chair - Alamo, Oshtemo, Richland	269-567-0866
David C. Pawloski	Vice Chair - Prairie Ronde, Schoolcraft, Texas	269-744-6774
Larry Stehouwer	Comstock, Pavilion, Ross	269-760-4711
Thom Brennan	Brady, Climax, Charleston	269-365-8139
Michael Boersma	Cooper, Kalamazoo, Wakeshma	269-720-1409



Your Local Road Professionals since 1909



ROAD COMMISSION OF KALAMAZOO COUNTY 2020 Local Road Participation (PAR) Fund Allocation

Updated: 12/27/19

Township	2010 Census	% of Population	35% Local Mileage **	% of Mileage	65% Local Mileage	Local Urban Mileage	% of Urban	Urban Distribution	2020 Total PAR	2019 Carryover PAR Funds	2020 Total PAR Funds Available	
Alamo	3,762	3.16%	18,942	37.88	4.60%	51,209	0.33	0.09%	299	70,450	70,450.00	
Brady	3,613	3.03%	18,163	46.63	5.66%	63,010	9.62	2.60%	8,640	89,813	20,103.58	109,916.58
Charleston	1,942	1.63%	9,771	23.95	2.91%	32,395	2.44	0.66%	2,193	44,359		44,359.00
Climax	1,696	1.42%	8,512	47.40	5.76%	64,123	0.00	0.00%	0	72,635	368.91	73,003.91
Comstock	14,854	12.47%	74,750	74.50	9.05%	100,749	67.19	18.16%	60,348	235,847		235,847.00
Cooper	10,111	8.49%	50,892	62.83	7.63%	84,941	32.49	8.78%	29,177	165,010	9,684.45	174,694.45
Kalamazoo	21,918	18.40%	110,297	74.89	9.10%	101,305	74.89	20.25%	67,293	278,895	8,600.00	287,495.00
Oshtemo***	21,705	18.22%	109,218	77.52	9.42%	104,868	48.99	13.24%	43,998	258,084	132,811.50	390,895.50
Pavilion	6,222	5.22%	31,291	48.32	5.87%	65,348	19.94	5.39%	17,912	114,551		114,551.00
Prairie Ronde	2,250	1.89%	11,329	52.11	6.33%	70,469	0.00	0.00%	0	81,798		81,798.00
Richland	6,829	5.73%	34,348	49.24	5.98%	66,572	22.22	6.01%	19,972	120,892		120,892.00
Ross	3,812	3.20%	19,182	53.44	6.49%	72,250	2.11	0.57%	1,894	93,326		93,326.00
Schoolcraft	4,418	3.71%	22,239	34.23	4.16%	46,311	20.39	5.51%	18,310	86,860		86,860.00
Texas	14,697	12.34%	73,971	92.70	11.26%	125,352	69.29	18.74%	62,277	261,600		261,600.00
Wakeshma	1,301	1.09%	6,535	47.52	5.78%	64,345	0.00	0.00%	0	70,880		70,880.00
	119,130	100.00%	599,440	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44

***Oshtemo 2019 PAR Fund Carryover includes Contract for Sewer/Water \$86,344.93

January 27th
(date adjusted for 2020 only)

*Townships must provide notice to the Board of one of the following by email:

1. Unable to use any of the allocated PAR Funds;
2. The specific portion of allocated PAR Funds able to use;
3. Able to utilize ALL of the allocated PAR Funds, but not committed to PAR Funds re-distribution; OR
4. Able to utilize ALL of the allocated PAR Funds and COMMITTED to participating in the PAR Funds re-distribution.

January 31st

The Road Commission will complete the one time re-distribution based on the January 27th response, and notify townships.

February 15th

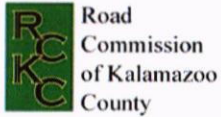
Townships must provide notice to the Board for the first hot mix asphalt (HMA) projects by this date to be included in the first HMA bid letting.

March 15th

Local Road Contracts must be received by this date; any local road participation funds allocated, but not obligated by March 15th are reallocated to RCKC primary road fund.

*Please see RCKC policies for further information.

** Total Local Mileage is based on year-to-date accepted roadways.



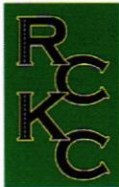
Road Commission of Kalamazoo County
Local Road Projects
2019 PROJECTS AVERAGE COSTS*

Treatment Type	Treatment Definition	Anticipated Service Life***	Average Cost per Sq/Yd	Average Cost per Ton	Range	Average Cost per Mile (20' width)	PASER**
Crack Fill	Material Applied to Prevent Water Infiltration Through Cracks	1 - 3 Years	N/A	N/A	\$1,439- \$6,915/Mile	\$3,126.00	8,7,6,5,4
22A Gravel	Processed Aggregate Used to Improve Surface Condition	Varies	\$2.13	\$12.88	\$12.65 - \$15.00/Ton	\$24,935.68	ALL
23A Gravel	Processed Aggregate used to Improve Surface Condition	Varies	\$2.15	\$13.06	\$12.65 - \$15.00/Ton	\$25,284.16	ALL
Chip Seal	Emulsion Applied to Pavement Covered with Aggregate	5 - 7 Years	\$1.65	N/A	\$1.37 - \$2.07/SYD	\$19,360.00	7,6,5,4
Chip Seal (Plat)	Emulsion Applied to Pavement Covered with Aggregate	5 - 7 Years	\$1.75	N/A	\$1.46 - \$2.44/SYD	\$20,533.33	7,6,5,4
Fog Seal	Diluted Emulsion Application to Reduce Dust and Lock Aggregate	1 - 3 Years	\$0.35	N/A	\$0.21 - \$0.53/SYD	\$4,106.67	7,6,5,4
Micro Seal	Emulsion, Aggregate and Portland Cement Thin Surface Treatment	6 - 8 Years	no projects in 2018	N/A	N/A	(2011 Average Cost) \$27,104.00	7,6,5,4
Gravel/ Pulverize/ Double Chip Seal	2 Chip Seal Applications Over an Improved or Recycled Gravel Surface	8 - 10 Years	(2016 Average Cost) \$7.06	N/A	N/A	(2016 Average Cost) \$82,862.00	3,2,1
HMA Ultra-Thin Overlay	A Thin Overlay of Hot Mix Asphalt (HMA)	5 - 7 Years	(2014 Average Cost) \$3.11	(2014 Average Cost) \$80.11	(2014 Prices) \$2.80 - \$5.00/SYD	(2014 Average Cost) \$42,123.00	7,6,5
HMA Wedging	Full Lane, Intermittant HMA Repairs	Varies	\$1.12	\$72.20	\$59.50 - \$150.00/Ton	\$14,000.00	5,4,3
36A MOD. HMA Overlay 1 1/2 inches	HMA Rehabilitation of Existing Pavement	15 - 20 Years	\$8.85	\$60.70	\$59.50 - \$96.95/Ton	\$103,837.05	5,4
13A MOD. HMA Overlay HMA Overlay 2 inches	HMA Rehabilitation of Existing Pavement	15 - 20 Years	\$8.48	\$59.50	\$58.50 - \$78.53/Ton	\$99,495.84	5,4,3
Gravel/Pulverize/HMA Paving	HMA Paving Over a Recycled Gravel Surface	20 - 30 Years	\$20.79	\$103.50	\$89.83-\$134.00/Ton	\$243,936.00	3,2,1
Gravel/Pulverize	Constructing an Improved Gravel Surface with Recycled HMA and Gravel	Varies	\$3.75	N/A	N/A	(Estimated Cost) \$44,000.00	3,2,1

*Figures provided above, are average costs for local road projects in 2019. Project estimates for the 2020 construction season will be determined based on bid/projected material, equipment, labor, and overhead/fringe cost.

**Pavement Surface Evaluation and Rating

***Anticipated Service Life may vary based on preventive maintenance investments.



POLICY

LOCAL ROAD COST SHARING

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo (Board) to have requirements for cost sharing for certain work on the local road system. Annually, the Board determines the amount of Local Road Participation Funds that may be used for matching purposes on local road heavy maintenance and construction projects. The money is distributed to each township on the basis provided for in the Board's Local Road Participation Fund Policy.

The Board has developed other policies addressing its requirement in participation for the placement of certain size culverts and replacement of bridges. However, the Board will approve the allocation of local road participation funds, to the extent they may be available, for use by the township to pay up to one-half the cost of the township share.

The Board will fund all routine maintenance activities from the road commission's local road maintenance budget to the extent that funds are available.

The Board will fund the application of a dust control agents to gravel roads from the road commission's local road maintenance budget to the extent that funds are available. If a township determines it to be desirable to apply additional dust control agents to gravel roads on the local road system, the township may apply for a right-of-way permit in accordance with Board guidelines.

All work entered into with the township shall have a local road contract approved and signed by both the appropriate township official and the Board can designate the Managing Director to sign the local road contract(s) before the commencement of work. The local road contract shall include, at a minimum, the following: project description, including type of proposed improvement; estimated project costs, including engineering/permits; the amount of participation or other matching funds to be applied; and the township share for the improvement activity. In addition, the local road contract shall specify how overruns are to be addressed. The local road contract charges shall include the direct costs, the fringe, the indirect, the equipment, and the overhead charges as calculated by the most recent Act 51 Public Acts of 1951 report as filed with the State of Michigan.

Adopted: 9/20/94
Amended: 4/23/02
Amended: 11/30/10
Amended: 11/28/17



Road
Commission
of Kalamazoo
County

Policy

LOCAL ROAD PARTICIPATION FUND

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo (Board) to provide for and have requirements for its Local Road Participation Fund. Annually, the Board shall determine, in accordance with its budget, the amount of participation (PAR) funds to be made available to the townships for use on local road preservation-structural improvement (including special assessment), preventive maintenance and construction projects. Each township, in order to receive local road (PAR) funds, must match the funds on a dollar-for-dollar basis. The source of the township's matching money may be from its own funds, property owners' special assessment contributions, or unique private/public contributions.

The Board requests each township to work with our Road Commission designee to develop a 5-year road improvement plan supporting asset management for planning purposes and local road preservation. Eligible local road preservation-structural improvement, preventive maintenance, and construction projects include such activities as: significant storm sewer replacements/improvements, maintenance seals, hot mix asphalt (HMA) overlays, culvert/bridge replacements and road reconstruction activities. The Board will fund the pulverization costs of a local road project, if the road is returned to hard surface (HMA or double chip seal) within the same construction season. The Board will fund the cost of tree removal, ditching, high side shoulder removal and culvert replacements that have been identified as maintenance by the Road Commission for a project.

The Board's PAR fund allocation for use by the township is to be on the same basis that local road fund money is distributed to the Board from the Michigan Transportation Fund. **The Road Commission is to notify each township of the amount of PAR funds available for its use by December 20.**

Each township shall notify the Road Commission by January 20 their intentions regarding the local road PAR fund allocation, as follows;

1. Unable to use any of the allocated PAR funds, **or**
2. Only able to use a PORTION (amount indicated \$ _____) of the allocated PAR funds, **or**
3. Able to use ALL of the allocated PAR funds, but NOT committed to participate in the PAR funds redistribution, **or**
4. Able to use ALL of the allocated PAR funds and COMMITTED to participating in the PAR funds redistribution.

The PAR funds from townships that are not being used, as indicated by January 20, will be redistributed by January 31st one time by the current distribution formula to those townships committed to participating in the additional PAR funds.

To encourage the bidding of HMA paving work early in the construction season and to be included in an early HMA bid letting, interested townships must provide a signed specific local road contract(s) based on a project estimate, by the close of business on February 28 . If February 28 falls on a Saturday or a Sunday, the following Monday is the due date. Beginning January 2016, this deadline will be February 15.

The local road contract(s) with the Board will include language that authorizes the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.

Each township must obligate its portion of the PAR funds with signed specific local road contract(s) based on project estimates prepared by the Road Commission, which have been received by the close of business on May 15. If May 15 falls on a Saturday or a Sunday, the following Monday is the due date. Any participation funds not obligated by the close of the business day by the due date will be reallocated to the Board's primary road fund. Beginning January 2016, this deadline will be March 15.

PAR funds that are not obligated prior to May 15 (March 15 beginning in 2016) will be carried over to a subsequent year only with a specific project and a written agreement requiring Board approval. Such agreements will be made only under very special circumstances.

Local road project final billing(s) will be deducted from the township obligated yet unspent PAR funds. The township may use these remaining obligated yet unspent funds on another local road project or may apply it to a new local road project during that year, if time and weather permits, or will be allowed to carry the amount over to the following year with the provision that the carryover funds will be used first in that following year.

Adopted: 10/24/89

Reviewed: 9/20/94

Amended: 4/23/02

Amended: 12/26/06

Amended: 11/30/10

Amended: 12/16/14



Road
Commission
of Kalamazoo
County

POLICY

LOCAL ROAD CULVERT REPLACEMENT

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo to provide for, and to require township participation, in the local costs associated with the replacement or construction of culverts >42" on the local road system. Local costs are defined as those charges associated with the replacement or construction of a bridge on the local road system that is not eligible for reimbursement from other sources. Those costs could include, but are not limited to engineering, permits, land acquisition, mitigation work, legal fees, as well as the construction work itself.

The Board will pay up to seventy percent (70%) of the local cost, outside of the local road participation fund program; to the extent the Board has funds that can be made available for this purpose. The Board will work to secure other funding sources whether from other local, and/or state, and/or federal in nature, to assist in helping financially support the culvert replacement or construction effort.

Adopted: 8/9/83
Amended: 6/15/93
Reviewed: 9/20/94
Amended: 5/07/02
Amended: 2/8/05
Amended: 11/9/10



Road
Commission
of Kalamazoo
County

POLICY

LOCAL ROAD BRIDGE REPLACEMENT

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo to provide for, and to require township participation, in the local costs associated with the replacement or construction of bridges on the local road system. Local costs are defined as those charges associated with the replacement or construction of a bridge on the local road system that is not eligible for reimbursement from other sources. Those costs could include, but are not limited to engineering, permits, land acquisition, mitigation work, legal fees, as well as the construction work itself.

A bridge is defined as a structure including supports erected over a depression or an obstruction such as water, highway, pedestrian, or railway and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than twenty (20) feet between under copings of abutment or spring lines of arches, or extreme ends of openings for multiple boxes. This may include multiple culverts and/or pipes, where the clear distances between openings is less than half of the smaller contiguous opening.

The Board will pay up to fifty percent (50%) of the local cost, outside of the local road participation fund program; to the extent the Board has funds that can be made available for this purpose. The Board will work to secure other funding sources whether from other local, and/or state, and/or federal in nature, to assist in helping financially support the bridge replacement or construction effort.

Adopted: 8/7/79
Reviewed: 9/20/94
Amended: 5/21/02
Amended: 11/9/10



LOCAL ROAD DELAYED PAYMENT BY TOWNSHIPS

It is the policy of the Board of County Road Commissioners of Kalamazoo County (Board) to consider and possibly approve requests made by township boards of trustees to delay final payment(s) on specific local road improvement projects.

The Board will consider and approve a delay of the final payment(s) for a local road improvement project when:

1. The request is by official township board action for a specific project and a specific dollar amount.
2. The dollar amount and the length of delay are itemized at the time the local road contract is approved. Under no circumstances, unless otherwise contractually agreed to, will the Board authorize the final payment for a project after April 1 of the year following completion of the project.
3. The Board believes the Road Commission has adequate cash flow to carry the balance.
4. The Board believes that the project is in the best interests of the public, taking into consideration safety, health, and welfare of the public.
5. The township's budget, in relation to its road improvement program, appears appropriate.
6. The requested delay of payment was created by a situation that was unforeseen by the township or the Board, such as a major project cost overrun.
7. The township describes the specifics of the request in writing to the Board in a timely manner.

Although the Board does not normally charge interest on the unpaid balances of these invoices, the Board reserves the right to establish an interest rate as deemed appropriate and in accordance with state statute. In no case will the Board allow the following year's Participation Funds to be applied to the balance due.

Adopted: 4/5/94
Reviewed: 9/20/94
Amended 5/07/02
Amended: 11/9/10



FAILED CONDITION LOCAL ROAD

It is the policy of the Board of County Road Commissioners of the County of Kalamazoo to have requirements for cost sharing for road improvements on our local road system. Annually, the Board determines the amount of Local Road Participation (PAR) Funds that may be used for matching purposes on local road heavy maintenance and construction projects. The money is distributed to each township on the basis provided for in the Board's Local Road Participation Fund Policy.

The Road Commission of Kalamazoo County (RCKC) is responsible for the safety of the traveling public and must provide "reasonably safe" road conditions. It is critical to maintain our infrastructure assets as efficiently and cost effectively as possible. A transportation asset management plan on the local road network allows the RCKC to plan and prioritize road improvements. Data is collected on our local road system evaluating surface conditions using the Pavement Surface Evaluation Rating (PASER) system.

This policy applies to local roads deemed as failed condition by the RCKC in partnership with the Township and is the first step to improving the road long term. The first step to improve a failed road is to pulverize the existing surface and return it back to gravel in order to effectively maintain a "reasonably safe" condition. If a failed road is not improved according to our local road cost sharing and local road participation fund program, the RCKC will implement the following steps to decrease our liability and maintain safe travel for the public:

- Attend Township Board meeting to specifically discuss and seek solutions for the failed local road segment.
- Staff will host a public meeting with the Township and the residents along the failed local road to discuss possible options for improvement.
- As an intermediate step, for a maximum of 6 months and/or as deemed in the best interest of public safety the RCKC will:
 - Reduce the speed limit and close the road to thru traffic as an initial step (Rough Road/Advisory Speed)
 - Continue to provide minimal routine maintenance in an effort to sustain the infrastructure reasonably safe for residence access.
- The RCKC will continue to encourage the Township to pursue other avenues for funding a project including special assessment and millage revenue.
- If a repair has not been initiated by the Township and/or residents within 6 months of closure to thru traffic the RCKC Board will require a written request from the Township Board for a local road PAR fund contract to return the failed road to gravel. The local road contract will include the RCKC pay 100% of the pulverizing. The remaining project cost will follow the Local Road Participation Fund policy with RCKC contributing fifty percent (50%) utilizing that Township's current year PAR funds, until the Township's portion of the contract is repaid.
- If the Township is unable to contribute fifty percent (50%) of the remaining project cost, that Township's current and/or future years' PAR funds will be utilized to fund the remaining fifty percent (50%) of the total project cost, until the Township's portion of the contract is repaid, including 100% pulverization.

Adopted: 1/27/15

Amended: 2/10/15



POLICY

COST SHARING FOR A TOWNSHIP INITIATED SEWER/WATER RELATED PROJECT

The Board of Road Commissioners of the County of Kalamazoo (Board) is committed to working with local governments to develop safe and efficient project coordination, across infrastructure assets, throughout the communities within Kalamazoo County. The Road Commission of Kalamazoo County (RCKC) recognizes the value of coordination, while simultaneously acknowledging the necessity of working within applicable funding requirements and fiscal limitations and competing needs of other considerations for public use including utilities, engineering issues such as proper drainage, safety, and public right-of-way (ROW). All of these community and infrastructure interests should be valued appropriately in facilitating the development of coordination among infrastructure assets.

The RCKC recognizes the greatest opportunity for input is in the early planning stages for projects. Annually, RCKC publicizes our primary and local road capital improvement plan projects and works closely with local entities to plan local road projects according to the principles of asset management in a 5-year plan.

It is the policy of the Board to coordinate and have requirements for cost sharing hot mix asphalt (HMA) rehabilitation/reconstruction in coordination with township sewer or water installation projects within the public road right-of-way (ROW).

PRIMARY ROADS

The Board will consider allowing the allocation of funding to a township to assist with the HMA road rehabilitation/reconstruction, in coordination with a township sewer or water project, if the Board determines:

- the primary road is currently in poor condition (4,3,2,1) based on the pavement surface evaluation and rating (PASER), therefore requiring rehabilitation/reconstruction,
- the potential impact to other roads or infrastructure within the respective township would not be severely impacted,
- the township has worked cooperatively with the Board in advance planning for such project, and
- the project is identified in the current 5-year Primary Road Capital Improvement Plan.

LOCAL ROADS

Annually, the Board determines the amount of Local Road Participation (PAR) Funds that may be used for matching purposes on local road, heavy maintenance and construction projects. PAR fund dollars are distributed to each township on the basis provided for in the Board's Local Road PAR Fund Policy.

The Board will consider allowing the allocation of up to one-half of a township's current year's Local Road PAR Funds to that township to assist with the HMA road rehabilitation/reconstruction, in coordination with a township sewer or water project, if the Board determines:

- the local road is currently in poor condition (4,3,2,1) based on the pavement surface evaluation and rating (PASER), therefore requiring rehabilitation/reconstruction,
- the current average PASER for the Board's local road system within the respective township is currently in a fair PASER rating (7, 6, 5) condition,
- the potential impact to other roads or infrastructure within the respective township would not be severely impacted, and
- the township has worked cooperatively with the Board to plan projects in advance of a given project to develop a 5-year road improvement plan supporting asset management for planning purposes and local road preservation.

Any RCKC funds shall only be applied to the costs for the top course of HMA on a local road or primary road, to the extent funds may be available. All other costs associated with the rehabilitation/reconstruction of the roadway for the sewer or water project shall be the responsibility of the township. The township will provide any and all requested documentation with the invoicing to the Road Commission for this improvement including, purchasing/bid documentation, proof of acceptable contractor payment, design/construction plans, inspection reports, material testing reports etc. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued.

All local road and primary road projects with the township shall have a project estimate from the township and a local road contract approved and signed by both the appropriate township and RCKC official. The Board can designate the Managing Director to sign the local road contract(s) at minimum one (1) year before the commencement of work. The RCKC road contract shall include, at a minimum, the following provided by the township: project description, including type of proposed improvement; estimated project costs, including engineering/permits; the amount of participation or other matching funds to be applied; and the township share for the sewer or water improvement activity. The road contract shall specify the township will be responsible for the project and overruns. In addition all other Board policies, permitting and guidelines apply. If applicable, the road contract charges shall include the direct costs, the fringe, the indirect, the equipment, and the overhead charges as calculated by the most recent Act 51 Public Acts of 1951 report as filed with the State of Michigan.

Adopted: 2/5/19

LOCAL TOWNSHIP SEWER/WATER RELATED PROJECT CARRYOVER CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2019, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the cost sharing for a township initiated sewer/water project which will result in certain improvements on county roads within the Township, hereinafter referred to as "Township Sewer/Water Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that coordination is necessary on the county road system within the Township for a Township initiated Sewer/Water project.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, and RCKC Policy it is agreed:

1. The RCKC and Township have coordinated in advance for cost sharing hot mix asphalt (HMA) rehabilitation/reconstruction in coordination with township sewer or water installation projects within the public road right-of-way (ROW). Any RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year's Local Road Participation (PAR) Funds may be used. All other costs associated with the rehabilitation/reconstruction of the roadway for the sewer or water project shall be the responsibility of the Township. The Township will provide any and all requested documentation with the invoicing to the Road Commission for this improvement including, purchasing/bid documentation, proof of acceptable contractor payment, design/construction plans, inspection reports, material testing reports etc. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued. All local road and primary road projects with the township shall have a project estimate from the township and a local road contract approved and signed by both the appropriate township and RCKC official. The RCKC and Township agree that the scope of the work to be performed for the Township Sewer/Water Project(s) identified is based on the Township cost estimates as a maximum amount. The Township, shall administer the Local Township Sewer/Water Related Project Contract. In addition all other Board policies, permitting and guidelines apply. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued for actual costs of the top course of HMA. The Township Sewer/Water project is as follows:

Describe Project here

- Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 1th Street and West Main Street and provide each lot with a sanitary lateral.
- Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with a sanitary lateral.
- Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral.
- Extend approximately 1,280 feet of sanitary sewer and add 8 sanitary manholes to 11 residential units in the Meridian Subdivision Plat and provide each lot with a sanitary lateral.
- Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral.
- Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral.

Work Order #489 112 510001

2. The Township's detailed estimate(s) of the cost of the Township Sewer/Water Project(s) is attached hereto and incorporated herein.

3. The terms and provisions of the RCKC policies are deemed to be a part of and included in this Local Township Sewer/Water Related Project Contract as though fully set forth herein.
4. The Township shall provide progress billing and shall make available the accounting to the RCKC in accordance with the following schedule of the Local Township Sewer/Water Related Project Contract:

Total Township Sewer/Water Project Estimate(s)	\$6.8M
Total Township HMA Top Course Estimate	\$1,090,800

RCKC 2019 CARRYOVER Participation Funds (RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent PAR funds may be available. Only up to one-half of the current year's PAR may be used.) **\$86,344.93**
(SEE ATTACHED EMAIL REQUESTING CARRYOVER 2019)

5. General Provisions:

- A. This Local Township Sewer/Water Related Project CARRYOVER Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Township Sewer/Water Project(s), and no amendments or additions to this Local Township Sewer/Water Related Project CARRYOVER Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.
 - B. This Local Township Sewer/Water Related Project CARRYOVER Contract shall be binding on the parties, their legal representatives, successors, and assigns.
 - C. The headings of this Local Township Sewer/Water Related Project CARRYOVER Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Township Sewer/Water Related Project CARRYOVER Contract or any of its sections, nor do they in any way affect this Local Township Sewer/Water Related Project Contract.
 - D. Any notice required or permitted to be given under this Local Township Sewer/Water Related Project CARRYOVER Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township or RCKC mailing address.
 - E. This Local Township Sewer/Water Related Project CARRYOVER Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
 - F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Township Sewer/Water Related Project CARRYOVER Contract shall not invalidate the remainder of this Local Township Sewer/Water Related Project Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.
6. This Local Township Sewer/Water Related Project CARRYOVER Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.
 7. The Township will notify the Board in order to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate Township official by no later than the day before the award) that due to the cost of the Township Sewer/Water Project(s) the Township will not make the award to the bidder.
 8. The Local Township Sewer/Water Related Project CARRYOVER Contract is based on estimated quantities identified in the Township's project estimate. The total actual cost of the project will be the amount billed to the RCKC for use of PAR funds only. Total billings will be based on actual quantities and bid prices with a not to exceed dollar amount of one half of that townships allocated PAR Funds.
 9. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights

Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.

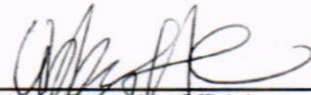
10. The Township shall upon reasonable notification make available in their office to representatives of the RCKC all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Township Sewer/Water Related Project **CARRYOVER** Contract be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

TOWNSHIP OF Oshtemo

By _____
Chair

By  _____
Oshtemo Township Official

Date _____

Date 19 Dec 2019



Memorandum

Date: 8 January 2020
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: South 8th Street Flooding Repair – RCKC Local Road Contract

Objective

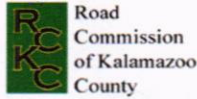
Board consideration of a RCKC Local Road Contract for civil engineering design services from HRC LLC to develop a remedy for the South 8th Street flooding problem. Also requested is Board consideration of a 2020 budget amendment in the amount of \$93,721 for same.

Background

South 8th Street remains closed due to flooding. The prolonged flooding, about 200 feet in length and just north of ML Ave, is unusual. South 8th has no known history of flooding. The Township reached out to geological experts at WMU who concluded this flooding is unlikely to recede in the foreseeable future.

Following communication with affected residents, the Supervisor, Assistant to the Supervisor, Oshtemo Public Works Technical Specialist, and Road Commission of Kalamazoo County (RCKC) met in November to review the situation and from that meeting determined the following-- First, a temporary solution of building the road up to a height above the current water level is not an option due to the uncertainty of the structural integrity of the road and the increased risk posed to users. Second, the Township and RCKC will work with civil engineers to develop reconstruction plans to build the long-term solution. This process includes designing, estimating costs, identifying funding, and securing permits. Our shared goal is to rebuild S. 8th Street as early as possible in the 2020 construction season so the road is reopened.

Attached is the proposed agreement for civil engineering services to develop plans to address the flooding problem. The cost in the engineering services contract is \$85,721. (Refer following contract proposal). Note this total includes 8.37% RCKC overhead (\$6,621). The Township pays for the RCKC intermediary role for this and all projects. Further, given there may be additional unforeseen work items needed to develop the design plans, such as additional work EGLE may require for the wetland permit, and given a parallel board policy to allow up to 10% authorization to Supervisor for unforeseen issues during construction, the Supervisor asks the for board for an additional \$8,000. **The request to the Township Board is for authorization for the South 8th Street Local Road Contract for civil engineering consulting work in the amount of \$93,721.**



LOCAL ROAD CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the **Township of Oshtemo** Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the design/construction engineering and/or construction of certain improvements on county roads within the Township, hereinafter referred to as "Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that certain improvements are necessary on the county road system within the Township.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, it is agreed:

- 1. The RCKC and Township agree that the scope of the work to be performed for the Project(s) identified is based on cost estimates and contingent upon how unexpected field issues are addressed. The RCKC, shall administer the Local Road Contract. The RCKC shall oversee design/construction engineering and/or construct or cause to be constructed the following road improvements:

8th Street, north of ML Avenue, *Flooding Repair, Engineering Services (see attached engineering proposal for details)*

Project Estimate: \$85,721.00 **Work Order # _____**
(to be assigned)

- 2. The detailed estimate(s) of the cost of the Project(s) is attached hereto and incorporated herein.
- 3. The terms and provisions of the RCKC policies, including those provided in the annual RCKC local road information packet, are deemed to be a part of and included in this Local Road Contract as though fully set forth herein.
- 4. The RCKC shall provide progress billing and shall make available the accounting to the Township in accordance with the following schedule of the LOCAL ROAD CONTRACT:

Total Project Estimate(s)	\$85,721.00
Participation Funds (to extent available)	\$0
Total Township Share	\$85,721.00

- 5. General Provisions:
 - A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.
 - B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.
 - C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.
 - D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the **Township of Oshtemo** mailing address.

E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

- 6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.
- 7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.
- 8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.
- 9. The estimated Project(s) cost shall include all labor, materials, equipment and contractor costs anticipated to be incurred in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).
- 10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
- 11. The Board shall upon reasonable notification make available in their office to representatives of the Township all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Road Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

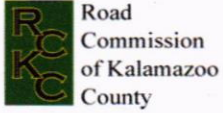
TOWNSHIP OF OSHTEMO

By _____
Chair

By _____
Township Official

Date _____

Date _____



Road Commission of Kalamazoo County
 3801 East Kilgore Road
 Kalamazoo, MI 49001
 www.kalamazooountyroads.com

2020 Project Estimate
VALID FOR 30 DAYS

Date Prepared: 01/02/2020
 Township: Oshtemo
 Location: 8th Street, north of ML Avenue
 Project Description: Flooding Repair, Engineering Services (see attached engineering propos
 Estimator: _____
 Length: _____

Total Area	Length	Width	Conv Factor
0	0	0	9
	0	0	
	0	0	
	0	0	

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Phase 1		1	each	15300.00	15,300	Design Engineering Services
Phase 2		1	each	46000.00	46,000	Design Engineering Services
Phase 3		1	each	17800.00	17,800	Additional EGLE Coordination and Permit
Estimated Total Cost					\$79,100	
Overhead Costs				8.37%	\$6,621	
Total Estimated Project Cost					\$85,721	



HUBBELL, ROTH & CLARK, INC
 CONSULTING ENGINEERS SINCE 1915
 December 2, 2019

STREET: 1925 Breton Road SE
 Suite 100
 Grand Rapids, MI 49506
 PHONE: 616-454-4286
 WEBSITE: hrcenr.com

Road Commission of Kalamazoo County
 3801 E Kilgore Road
 Kalamazoo, MI 49001
 Via e-mail: jhoekstra@kalamazooountyroads.com

Attn: Mr. Jim Hoekstra, PE – Project Engineer

Re: 8th Street, north of ML Avenue Flooding Repair
 Proposal for Design Services

HRC JN 20191181

Dear Mr. Hoekstra:

Hubbell, Roth & Clark, Inc. (HRC) has been asked to provide a proposal for design services on 8th Street, north of ML Avenue in Oshtemo Township, as shown in Figure 1. Specifically, our scope includes road design and flooding repair and EGLE permitting including letting the project locally through the Road Commission of Kalamazoo County (RCKC).

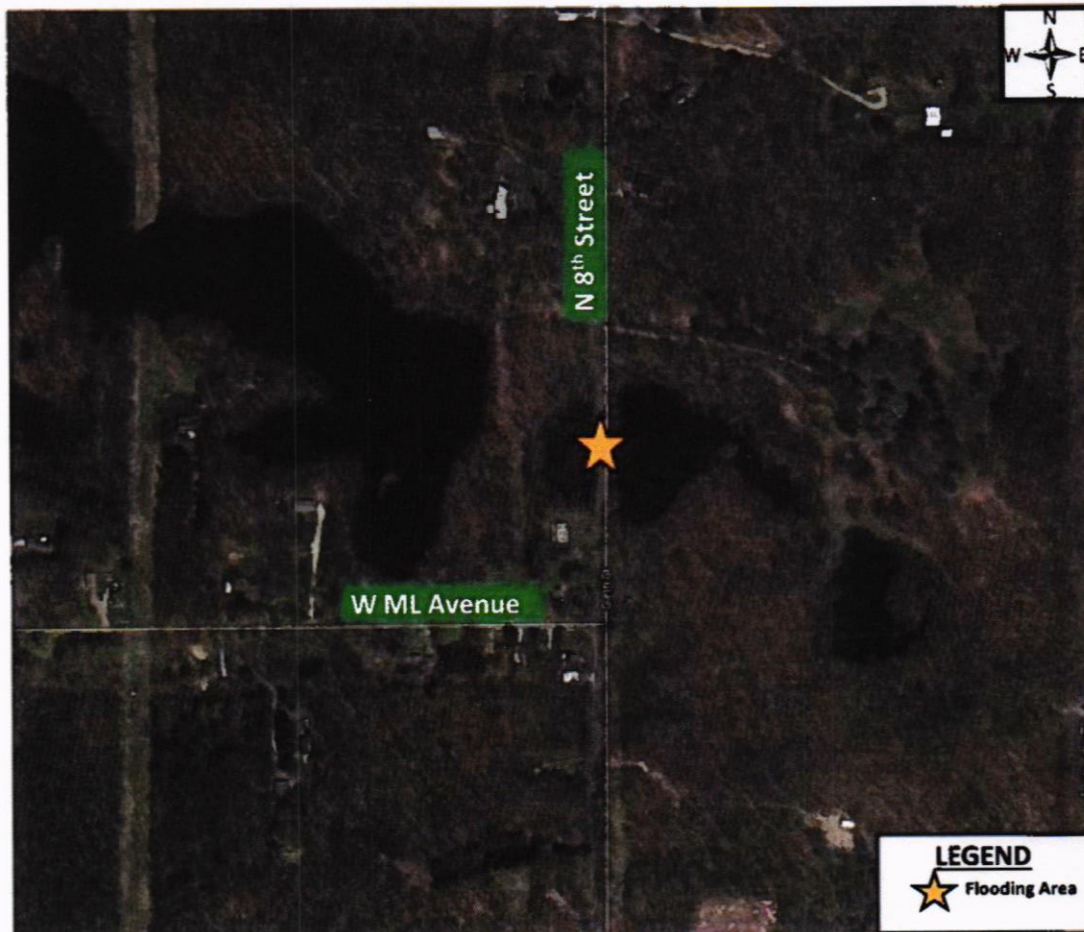


Figure 1: Area of Roadway Flooding Concern

Bloomfield Hills
 555 Hulet Drive
 Bloomfield Hills, MI 48302
 248-454-6300

Delhi Township
 2101 Aurelius Rd.
 Ste 2A
 Holt, MI 48842
 517-694-7760

Detroit
 535 Griswold Street
 Buhl Building
 Suite 1650
 Detroit, MI 48226-3698

Howell
 105 W Grand River
 Howell, MI 48843
 517-552-9199

Jackson
 401 S. Mechanic St.
 Suite B
 Jackson, MI 49201
 517-292-1295

Kalamazoo
 834 King Highway
 Suite 107
 Kalamazoo, MI 49001
 269-665-2005

Lansing
 215 S. Washington
 SQ
 Suite D
 Lansing, MI 48933
 517-292-1488

Phase 1: Design Engineering Services (Based on approval for services by December 10, 2019) *:

- ≡ Approx 1,000' of Topographic Survey of 8th Street, north of ML Avenue (500' north and south of existing guardrail)
 - Centerline of roadway to ROW on both sides of the road
 - 500' north and south of Location on above map
 - 15' beyond ROW, where possible
 - Trees/landscaping items
 - Ground Points
 - Water elevations
 - Existing storm infrastructure
 - ROW
 - Pavement Edges
 - Soil Boring locations
 - Above ground features
 - Benchmarks
- ≡ Soil Boring and Pavement Core - One drilled boring/core with pavement and 10' of depth including geotechnical analysis.

*Note: If approval is not received by December 10, 2019 and/or schedules/weather conflict with obtaining information by end of the year, effort will be moved to **Phase 2** Design Services

Phase 2: Design Engineering Services: Winter/Spring 2020

- ≡ Design schedule to meet letting for Fall letting and construction late 2020/early 2021 weather depending
- ≡ Local RCKC letting
 - HRC will assist with attending the pre-bid meeting
 - RCKC is assumed to handle the letting process and bid tabulations
- ≡ Two (2) meetings including:
 - Design field meeting to discuss concepts of design and Maintenance of Traffic
 - Preliminary Plan Review Meeting with RCKC/Oshtemo Township
- ≡ Preparation EGLE Permit Application
 - Up to three (3) meetings with EGLE
 - Part 301 permit
 - Part 303 permit
 - No hydraulic analysis is assumed to be required based on preliminary review of the Wetland Inventory Maps and FEMA floodplain maps
 - Assumes one (1) permit submittal revision based on additional comments from EGLE
 - Assumes submittal to the Transportation Group and no fees are required.
- ≡ Cost Estimate
- ≡ Specifications
- ≡ One (1) design concept for reconstruction to prevent roadway flooding in the future
 - Includes effort for steel sheeting or reinforced slope design
- ≡ Proposed pavement cross-sections
- ≡ Combined signing/pavement marking sheets
- ≡ Maintaining traffic detour plan (1) option

Phase 3: Additional EGLE Coordination and Permit **

- ≡ Part 31 permit
- ≡ Assumed hydraulic analysis is required after submittal of permit application
- ≡ Assumes one (1) permit submittal revision based off additional comments from EGLE
- ≡ Wetland Mitigation
 - Coordination on wetland bank credit purchasing with RCKC and documentation to EGLE

****Note:** Based on preliminary investigation including review of Wetland Inventory Mapping and FEMA Floodplain Maps, it is not anticipated that the EGLE permit will require the additional effort outside of the effort included in **Phase 2**. Effort is being provided for this Phase in case during final design, EGLE requires additional permitting or wetland mitigation.

Services do NOT include the following:

- ≡ Obtaining MDOT permits
- ≡ Design exceptions or variances
- ≡ Crash analysis
- ≡ ROW acquisition
- ≡ Resetting section or quarter corners
- ≡ Boundary survey
- ≡ Design of temporary repair
- ≡ Construction Engineering
- ≡ Meetings above those noted
- ≡ Major design changes after 30% plan meeting
- ≡ Municipal utility design
- ≡ Design of additional locations outside of those listed above
- ≡ Additional coordination with EGLE outside that listed above

The not to exceed effort for the tasks noted above is as follows:

- ≡ **Phase 1:** Design Engineering Services for 2019: **\$15,300.00**
- ≡ **Phase 2:** Design Engineering Services for 2020 - **\$46,000.00**
- ≡ **Phase 3:** Additional EGLE Coordination and Permit- **\$17,800.00**

This project is assumed to require similar treatment at the S Avenue and 8th Street flooding projects in Texas Township with a structural support for minimized impacts to wetlands as well as keeping the roadway from eroding into the wetland areas. Final design will be determined and reviewed with the RCKC prior to completion of **Phase 2**.

If approval to move forward is not received by December 10, 2019 and/or schedules and weather prohibit **Phase 1** work items to be completed by end of the year, **Phase 1** effort will be combined with **Phase 2** effort.

If additional services are requested for each Phase, HRC will provide an amendment prior to beginning the work.

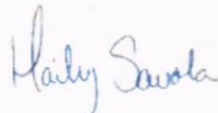
We appreciate this opportunity to be of service to the Road Commission of Kalamazoo County. Please feel free to contact the undersigned at (616) 430-8658 if you have any questions.

Very truly yours,

HUBBELL, ROTH & CLARK, INC



Nancy M.D. Fought, PE
Executive Vice President



Hailey Savola
Transportation Practice Lead

pc: HRC; Jamie F. Burton, PE, Vice President; Jesse Morgan, PE, File