

**OSHTEMO CHARTER TOWNSHIP BOARD**  
7275 West Main Street, Kalamazoo, MI 49009, 269.375.4260  
**March 24, 2020**

**The 6 PM OSHTEMO BOARD WORK SESSION ONLY IS CANCELLED.**

This follows Governor Whitmer's Executive Order  
for public meeting content due to COVID19.

**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- February 25, 2020 Regular Meeting
  - b. Receipts & Disbursements Report
  - c. Consideration of Participating in the County Hazard Mitigation Plan
  - d. Drake Farmstead Park Budget Amendment
  - e. Tax Exemption Ordinance Amendment - 2<sup>nd</sup> Reading
  - f. Oshtemo Police Protection Contract Amendment to Add Deputies
  - g. Oshtemo Offices Cleaning
5. Presentation, Discussion, and Consideration of Sanitary Sewer
6. Consideration of 2020 Road Maintenance Projects in Partnership with Kalamazoo County Road Commission Through PAR Program
7. Consideration of Resolution for Application to the Michigan Natural Resources Trust Fund (MNRTF) for an Acquisition Grant for Future Fruitbelt Trail
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](mailto: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](http://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](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Grant Taylor	216-5221	<a href="mailto:gtaylor@oshtemo.org">gtaylor@oshtemo.org</a>
<b><u>Trustees</u></b>		
Cheri L. Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Deb Everett	375-4260	<a href="mailto:deverett@oshtemo.org">deverett@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Ken Hudok	548-7002	<a href="mailto:khudok@oshtemo.org">khudok@oshtemo.org</a>

<b>Township Department Information</b>		
<b><u>Assessor:</u></b>		
Kristine Biddle	216-5225	<a href="mailto:assessor@oshtemo.org">assessor@oshtemo.org</a>
<b><u>Fire Chief:</u></b>		
Mark Barnes	375-0487	<a href="mailto:mbarnes@oshtemo.org">mbarnes@oshtemo.org</a>
<b><u>Ordinance Enf:</u></b>		
Rick Suwarsky	216-5227	<a href="mailto:rsuwarsky@oshtemo.org">rsuwarsky@oshtemo.org</a>
<b><u>Parks Director:</u></b>		
Karen High	216-5233	<a href="mailto:khigh@oshtemo.org">khigh@oshtemo.org</a>
Rental Info	216-5224	<a href="mailto:oshtemo@oshtemo.org">oshtemo@oshtemo.org</a>
<b><u>Planning Director:</u></b>		
Iris Lubbert	216-5223	<a href="mailto:ilubbert@oshtemo.org">ilubbert@oshtemo.org</a>
<b><u>Public Works:</u></b>		
Marc Elliott	216-5236	<a href="mailto:melliott@oshtemo.org">melliott@oshtemo.org</a>

# BUDGET AMENDMENT REQUEST

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

Date: \_\_\_\_\_

Department Head Name: \_\_\_\_\_

Fund Name: \_\_\_\_\_

Amount

Additional Funds Request for: (description and GL number)	_____	_____
	_____	_____
	_____	_____

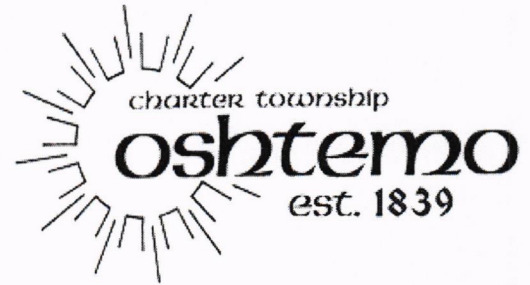
Funds requested from: (description and GL number)	_____	_____
	_____	_____
	_____	_____
	_____	_____

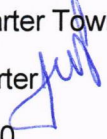
Explanation of request:

Supervisor Review: \_\_\_\_\_  
(pending or date reviewed)

Board Authorization: \_\_\_\_\_  
(pending or date authorized)

# Memo



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter   
**Date:** March 24, 2020  
**Subject:** Proposed Tax Exemption Amendment

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## **OBJECTIVE**

To allow low and moderate income developments financed through MSHDA, which were approved by the Township under a prior Ordinance, to obtain funding from MSHDA to carry out rehabilitation, redevelopment or transfer. Currently, the Township's Tax Exemption Ordinance only allows tax exemptions for developments serving low income, elderly persons. The Ordinance was changed in 1996 because we had so many rental units that the Township felt that it had done its share in providing reasonable cost rental housing. As you are aware, currently 50% of the Township's housing stock is rental units. More of those rental units are at a price point for low to moderate income persons. This applies to many rental facilities that are not even financed through MSHDA. While the Township limits new MSHDA housing to low income elderly persons, I saw no reason to not allow the sale or refinancing of previously approved MSHDA housing developments.

## **BACKGROUND**

The Township was approached by Jessica Nepomiachi, Project Manager for Full Circle Communities, Inc., a nonprofit organization. Full Circle Communities is in discussions with Pinehurst to purchase its facilities, but Full Circle Communities cannot do so without funding from MSHDA. Pinehurst is currently operated by a nonprofit corporation and is tax exempt. Therefore, a transfer to another nonprofit will have no effect on funding for the Township.

## **INFORMATION PROVIDED**

Attached hereto a copy of the proposed Ordinance Amendment to provide an exception to the Tax Exemption Ordinance for any previously approved MSHDA Housing for low and moderate income housing developments.

## **STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE**

To adopt the proposed amendment to the Township's Tax Exemption Ordinance No. 344.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

This Ordinance amends the Oshtemo Charter Township Tax Exemption Ordinance (Ordinance No. 344) adopted on July 23, 1996, by the addition of Section X. entitled Exception Provisions; and the renumbering of subsequent sections.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN  
ORDAINS:

SECTION I. ADDITION OF COMPILED SECTION 270.010, EXCEPTION

PROVISIONS. Compiled Section 270.010, Exception Provisions, is hereby amended to read as follows:

**270.010 Exception Provisions.**

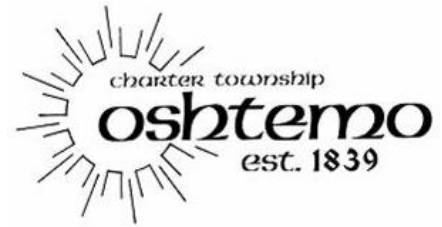
Sec. X.

Notwithstanding the foregoing, the Township recognizes that, prior to July 23, 1996, the Township had previously allowed low- and moderate-income housing developments, in addition to housing developments for low income elderly persons as defined by the State Housing Authority Act of 1996, to qualify under the Exemption Ordinance. However, in addition to the qualified housing developments, a significant amount of the Township's residential housing stock has been developed into rental property (approximately 50 percent), much of which serves the needs of low- and moderate-income persons. Therefore, while not wishing to expand this tax exemption program to additional classes of housing developments not currently provided for under this Ordinance, the Township does recognize the need of those having previously constructed housing developments serving low- and moderate-income individuals to rehabilitate, redevelop and/or transfer those facilities by obtaining financing through the State Housing Authority under 1996 PA 346. Given the foregoing, the Township will approve financing under the State Housing Authority Act 1966 PA 366 for the rehabilitation, redevelopment and/or transfer of housing developments previously permitted under the Township's prior Ordinance in the same manner provided for under this Ordinance.

SECTION II. RENUMBERING OF OLD COMPILED SECTIONS X., SEVERABILITY, XI., INCONSISTENT ORDINANCES AND XII., EFFECTIVE DATE. Old Compiled Sections 270.010, 270.011 and 270.012 are hereby renumbered as Compiled Sections 270.011, 270.012 and 270.013.

SECTION III. EFFECTIVE DATE. This Ordinance shall take effect upon publication after adoption in accordance with State law. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



# Memorandum

**Date:** 19 January 2020  
**To:** Township Board  
**From:** Josh Owens, Assistant to the Supervisor  
**Subject:** Amendment to the Police Protection Agreement

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## **Objective**

Board consideration to amend the Police Protection agreement with Kalamazoo County Sheriff's Office.

## **Background**

The Township Board gave direction to the Police Protection Committee to explore amending the Police Protection agreement to add deputies during the January 28<sup>th</sup>, 2020 Work Session. The Police Protection Committee met on Wednesday, March 11th, to discuss a draft amendment to the agreement, possible timeline of implementation and to identify additional concerns with service.

Prior to the Police Protection meeting, Supervisor Heiny-Cogswell and Assistant to Supervisor Owens met with Sheriff Fuller and Undersheriff VanDyken to discuss a possible amendment and to better understand the Sheriff's Office staffing constraints. During this meeting, Sheriff Fuller expressed that he would accommodate any changes to the agreement that Oshtemo proposed. Sheriff Fuller also highlighted current staffing issues they have, especially at the deputy level. Essentially, the Sheriff said that it would likely take six-months or longer before he would be able to add additional dedicated deputies to Oshtemo. The Board should also keep in mind that those projections are based on estimates given before the Coronavirus pandemic.

During the recent Police Protection Committee meeting the group was presented with a draft amendment to the agreement and were provided the information given by Sheriff Fuller. The amendment calls for removing the Lieutenant position from the agreement and adding two (2) deputies and one (1) evening Sargent. The amendment also moves the Community Policing Officer to regular road deputy status. The Police Protection Committee recommended the change to the Community Policing Officer due to calls that show the position often attending to regular deputy duties and the KCSO's lack of data showing the impact of the position. The Police Protection Committee also stated that all deputies should have a community policing philosophy in their work and this move would all for more flexibility in assignments.

The changes to the agreement move the Township closer to the goal of 24-hour police service. The addition of two deputies and an evening sergeant addresses the Township need for 'more boots on the ground,' meaning significantly more service for residents and businesses. Additionally, the agreement to add police staff will not require an increase in the Special Assessment District. These changes can be made from the current Special Assessment District level. Adding two (2) deputies and one (1) Sargent plus the likely need of Township contribution toward the purchase of a new vehicle will cost about \$400,000 per full year. The Police Protection Committee indicated that they are comfortable with the changes to amendment and asked that it be presented to the Township Board for approval



## POLICE PROTECTION AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kalamazoo, hereinafter designated "County"; the Sheriff of Kalamazoo County, Michigan, hereinafter designated "Sheriff"; and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter designated "Township."

WITNESSETH:

WHEREAS, Act 246 of the Public Acts of 1945, as amended [MCL 41.181], authorizes a township, by resolution, to appropriate funds and call upon the sheriff of the county to provide special police protection for the township, including enforcement of local township ordinances; and

WHEREAS, Act 33 of the Public Acts of 1951, as amended [MCL 41.801], further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, The Township accordingly desires to enter into an Agreement with the Sheriff and the County for additional police protection within the Township.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The Township, under the authority of the aforementioned Public Acts, hereby calls upon the Sheriff to furnish additional special police protection within the Township for the enforcement of state and local laws and ordinances of the Township, subject to the terms and conditions hereinafter contained. Within the limitations of available personnel, the Sheriff hereby covenants and agrees to furnish such additional police protection under such terms and conditions.
2. For the time period of January 1, 2020 through December 31, 2023, the County and the Sheriff agree to provide the equivalent of five (5) eight (8) full-time Uniform Services Section Deputies, with appropriate experience, to service the Township with additional special police protection and to provide the necessary hours for overtime in relation to the routine duties of those officers. ~~The County and the Sheriff agree to provide one (1) full-time Lieutenant, with appropriate experience, to direct overall police service operations within the Township including, subject to the terms and conditions of all applicable collective bargaining agreements, scheduling the Deputies, coordinating police services, analyzing operations to develop plans and manage resources and ensure the effective and efficient delivery of such services.~~ The County and the Sheriff agree to provide the equivalent of ~~one (1)~~ two (2) full-time Sergeants, with appropriate experience, to supervise the Deputies, one Sergeant for the dayshift and one Sergeant for the evening shift. The County and Sheriff agree to provide the equivalent of one (1) full-time traffic enforcement Deputy who will ordinarily issue citations under the Township's Uniform Traffic Code ordinance. The full-time Traffic Deputy will operate throughout the entire

Township. Traffic enforcement will take place as directed by the Sergeant with input from the Township Supervisor. The traffic enforcement Deputy will serve as the primary Deputy to handle traffic accidents thereby relieving Uniform Services Section Deputies to respond as needed. ~~The County and Sheriff agree to provide one (1) full-time Community Policing Deputy.~~ Also, the County and the Sheriff agree to provide the necessary associated personnel, equipment, and services, and other various indirect and associated costs in support of the above.

3. For the performance of the above-described services, the Township agrees to pay the County pursuant to the Township Contracting Rate Schedule 2020 that is attached as Exhibit 1 and incorporated by reference in this Agreement. The amount due will be calculated based upon the position assigned and include the amount of any shift differential, if applicable. The County shall submit an itemized invoice for services showing the costs, days and hours worked by each position assigned. Payment will be made within ten (10) days of the receipt of the itemized invoice. The reduction in the Township's payment under this Agreement will be required whenever a patrol officer is absent from his/her scheduled shift during the month without suitable replacement. For each subsequent year of the Agreement the County will provide the Township with an updated Contracting Rate Schedule utilizing the formula in Exhibit 1.
4. Reporting: The Sheriff/County will provide Crime Watch or similar reporting data to the Citizens of the Township through an internet address. The Sheriff will continue to provide reports for the Township through the Sheriffs Liaison or Command Officer assigned to the Township. The reports will reflect the call volume, clearance rates, and type of calls monitored. The reporting will show trends and tracking related to the Township. The reports described in this Paragraph may include, but will not be limited to, an Annual Report; Oshtemo Township Monthly Statistical Reports; Oshtemo Township Year-to-Date Statistical Reports; VCR/Clearance Reports (Clearance will mean the resolving of a crime); and Crime Watch Internet Reports.
5. If the Township intends to extend this Agreement it will notify the County and the Sheriff in writing on or before September 1, 2023, and submit a request describing the police services desired. As soon as practicable after receiving the Township's request, the County and the Sheriff will provide the Township with a written statement of the costs for such services. The parties will work in good faith to enter into a new Agreement for the subsequent year(s).
6. These Deputies (s) will work principally within the boundaries of the Township and will not be employed by the Sheriff outside of said boundaries, except in case of general public emergencies, riots or civil disturbances, or general inter-municipal cooperation in a search and apprehension in a general inter-municipal cooperative law enforcement effort. The Kalamazoo County Consolidated Dispatch Authority will be made aware of the stipulations of this paragraph.
7. The normal Sheriff's police protection will be continued within the Township and will not be reduced as a result of this Agreement or as a result of additional police service provided

hereunder. Patrol officers assigned to the Township under this Agreement will enforce Township ordinances as well as State law and County ordinances. The officers will not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.

8. All Sworn Staff will be deputy sheriffs and directly accountable to the Sheriff.
9. The County will provide insurance for the motor vehicle(s) used in the performance of the services described in this Agreement, as well as the liability and workers' compensation insurance coverage for any personnel assigned to duty in the Township. "Insurance", insofar as vehicles and personnel are concerned, means the coverage provided by the County as of the effective date of this Agreement. If such coverage is discontinued for any reason, the County will notify the Township immediately.
10. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the Township will not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.
11. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement will not be construed as in any way affecting the collective bargaining agreement covering the personnel assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
12. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
13. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
14. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto and any prior agreements will be null and void.

16. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
  
17. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.
  
18. This Agreement will continue until one of the parties hereto delivers a written notice to all other parties of this Agreement of their intent to terminate this Agreement; 90 days after delivery of such written notice, this Agreement will end and be null and void thereafter. This Agreement may also be terminated pursuant to the provisions of Paragraph 5 hereof if the Township or the Comity indicates their unwillingness to continue the Agreement for another calendar year.
  
19. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement the day and date first above written.

**COUNTY OF KALAMAZOO**

**TOWNSHIP OF OSHTEMO**

\_\_\_\_\_  
 Julie Rogers, Chairperson  
 Kalamazoo County Board of Commissioners

\_\_\_\_\_  
 Elizabeth Heiny-Cogswell  
 Supervisor

\_\_\_\_\_  
 Timothy A. Snow  
 County Clerk/Register

**KALAMAZOO COUNTY SHERIFF**

\_\_\_\_\_  
 Richard Fuller, Sheriff



# EXHIBIT 1

## Township Contracting Rate Schedule 2020

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### Base Cost Per Position

This base amount remains unchanged from previous year. Will be billed quarterly instead of monthly.

	<b>Quarterly Rate</b>
Officer equipment	\$ 408.50
Additional direct costs (fuel, training, maint.)	\$ 1,048.75
Equipped car*	\$
Clerical costs	\$
Supervisory costs	\$
Indirect cost (ins., departmental, admin.)	\$
<b>Total Base Cost Per Position</b>	<b>\$ 1,457.25</b>

If an additional car is required, the Township will be required to pay a one-time charge of \$16,720.

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### Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

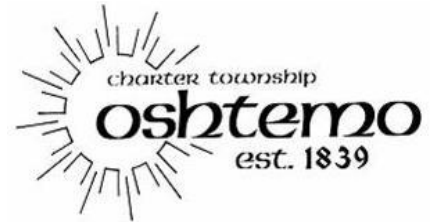
<b>Deputy Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NF19 - A Step	\$ 21.08	\$ 2.11	\$ 12.52	\$ 35.71
NF19 - B Step	\$ 22.35	\$ 2.24	\$ 13.28	\$ 37.87
NF19 - C Step	\$ 23.60	\$ 2.36	\$ 14.02	\$ 39.98
NF19 - D Step	\$ <b>24.88</b>	\$ 2.49	\$ 14.78	\$ 42.15
NF19 - E Step	\$ 26.15	\$ 2.62	\$ 15.54	\$ 44.31
NF19 - F Step	\$ 27.41	\$ 2.74	\$ 16.28	\$ 46.43
NF19 - G Step	\$ <b>28.67</b>	\$ <b>2.87</b>	\$ 17.03	\$ 48.57
NF19 - H Step	\$ 29.94	\$ 2.99	\$ 17.78	\$ 50.71
F19 - A Step	\$ <b>23.42</b>	\$ 2.34	\$ 13.91	\$ 39.67
F19 - B Step	\$ <b>24.83</b>	\$ 2.48	\$ 14.75	\$ 42.06
F19 - C Step	\$ 26.22	\$ 2.62	\$ 15.57	\$ 44.41
F19 - D Step	\$ 27.64	\$ 2.76	\$ 16.42	\$ 46.82
F19 - E Step	\$ 29.05	\$ 2.91	\$ 17.26	\$ 49.22
F19 - F Step	\$ 30.45	\$ 3.05	\$ 18.09	\$ 51.59
F19 - G Step	\$ <b>31.86</b>	\$ 3.19	\$ 18.93	\$ 53.98
F19 - H Step	\$ 33.27	\$ 3.33	\$ 19.76	\$ 56.36

**Township Contracting Rate Schedule  
2020**

**Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018**

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

<b>Sergeant Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NF22 - A Step	\$ 24.28	\$ 2.43	\$ 14.42	\$ 41.13
NF22 - B Step	\$ 25.77	\$ 2.58	\$ 15.31	\$ 43.66
NF22 - C Step	\$ 27.26	\$ 2.73	\$ 16.19	\$ 46.18
NF22 - D Step	\$ 28.77	\$ 2.88	\$ 17.09	\$ 48.74
NF22 - E Step	\$ 30.26	\$ 3.03	\$ 17.98	\$ 51.27
NF22 - F Step	\$ 31.76	\$ 3.18	\$ 18.87	\$ 53.81
NF22 - G Step	\$ 33.25	\$ 3.33	\$ 19.75	\$ 56.33
NF22 - H Step	\$ 34.74	\$ 3.47	\$ 20.63	\$ 58.84
F22 - A Step	\$ 26.98	\$ 2.70	\$ 16.03	\$ 45.71
F22 - B Step	\$ 28.63	\$ 2.86	\$ 17.00	\$ 48.49
F22 - C Step	\$ 30.29	\$ 3.03	\$ 17.99	\$ 51.31
F22 - D Step	\$ 31.97	\$ 3.20	\$ 18.99	\$ 54.16
F22 - E Step	\$ 33.62	\$ 3.36	\$ 19.97	\$ 56.95
F22 - F Step	\$ 35.29	\$ 3.53	\$ 20.96	\$ 59.78
F22 - G Step	\$ 36.94	\$ 3.69	\$ 21.94	\$ 62.57
F22 - H Step	\$ 38.60	\$ 3.86	\$ 22.93	\$ 65.39
<b>Lieutenant Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NC02 -A Step	\$ 39.53	\$	\$ 21.35	\$ 60.88
CO2 -A Step	\$ 43.92	\$	\$ 23.72	\$ 67.64



# Memorandum

**Date:** March 19, 2020  
**To:** Oshtemo Township Board  
**From:** Rick Everett  
**Subject:** Housekeeping Services

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**Objective:**

Township Board consideration of a change to provision of office cleaning services, to contract with Evonne Heystek, and a 2020 budget amendment in the amount of \$6000 from general fund carryover for same.

**Background:**

Last year we changed housekeeping services because of the lack of quality service. We received a quote that was in line with what we were being charged at that time (somewhat less). After a year with this new service we still find that we aren't receiving the quality that we desire. All building users concur.

I sought out some quotes from services that were referred to me and only one answered (and was highly recommended by others). During the year I was approached with another offer but only if there were multiple services during the week, for which I wasn't interested. Another alternative reviewed was to bring housekeeping inhouse. This alternative is near the same cost as it would be for using a vendor but there would be additional costs for supervision, equipment, supply acquisition and other HR related costs and activities.

**Summary:**

In order to improve the quality which we receive for our house keeping services, I feel it necessary to change from what we are doing at the present time. We have the alternatives to try a different servicer or to take housekeeping inhouse, hire the staffing and do it ourselves where we have complete control over the quality of work performed. I recommend that we utilize the housekeeping service from whom we received a quote and who comes recommended at this time and table the additional staffing alternative to a future date if necessary. Either of these options requires a budget amendment to add \$6000 to the 2020 budget, using general fund carryover.



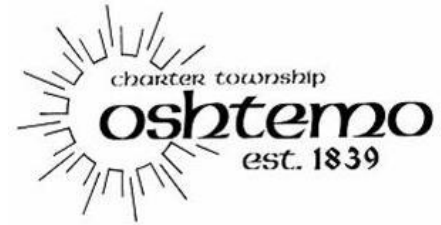
## **Core Values Recognized:**

**Public Service** (the value to our Township and residents.)

**Sustainability** (Meet the needs of the present without compromising future generations.)

**Innovation** (Providing the best value-conscious technology currently available. Leverage new technologies and ways of doing business to increase accessibility and improve services.)

**Fiscal Stewardship** (Ensure that tax payer investments are spent wisely, effectively and efficiently.)



# Memorandum

**Date:** 20 March 2020  
**To:** Township Board  
**From:** Libby Heiny-Cogswell, Supervisor  
Marc Elliott, PE, Public Works Director  
**Subject:** Public Sanitary Sewer

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NOTE: THE TOWNSHIP BOARD MEETING IS OPEN TO THE PUBLIC. GIVEN THE COMMUNITY'S DUAL INTEREST IN ATTENDING THE MEETING AND ALSO AVOIDING LARGE GATHERINGS, THE TOWNSHIP OFFERS THE FOLLOWING ALTERNATIVES TO IN-PERSON ATTENDANCE: THE MEETING WILL BE STREAMED ON FACEBOOK-- [facebook.com/Oshtemo Township/](https://facebook.com/OshtemoTownship/). PUBLIC COMMENT CAN BE PROVIDED AT THE MEETING, AND BY EMAIL ([CLERK@OSHTEMO.COM](mailto:CLERK@OSHTEMO.COM)), AND BY WRITTEN LETTER PLACED IN THE DROP BOX IN THE OFFICE PARKING LOT IN ADVANCE OF THE MEETING.

WARNING: COVID-19 IS LIKELY TO BE DIAGNOSED IN THE COMMUNITY; THE TOWNSHIP WILL SANITIZE THE MEETING ROOM AHEAD OF THE MEETING. ATTENDANCE IS AN INDIVIDUAL DECISION WITH INFORMED KNOWLEDGE OF RISK.

## **Objectives**

*Township Board presentation, discussion, and consideration of Oshtemo Sanitary Sewer:*

- 1) Sanitary Sewer Extension
- 2) Discussion on Public Comment and Neighborhood Meetings Summary
- 3) Discussion and Consideration of Financial Assistance Program Draft 3 and Funding
- 4) Discussion and Consideration of Bids for (USDA Bond Financed) Public Sewer Construction -- Contracts 1A & 1B
- 5) Consideration of Application for Supplemental Bond Funding

## **Background Item 1. Sanitary Sewer Extension**

*The following agencies and consultants will provide information and updates during the Township Board meeting:*

Vern Johnson, Environmental Health Chief, Health & Community Services Department, Kalamazoo County.

Ryan Stoughton, E.I.T., Engineer (Water Resources), Chief Plant Engineer, City of Kalamazoo Wastewater Plant.

Paul Bristol, Area Specialist, Grand Rapids Area Office, Rural Development, United States Department of Agriculture.

Matt Johnson, PE, Project Manager, Associate, Fleis & Vandenbrink Consulting Engineers

Mark Nettleton, Bond Counsel, Mika Meyers Beckett & Jones PLC

7275 W. Main Street  
Kalamazoo, MI 49009  
(269) 216-5220  
Fax (269) 375-7180  
[www.oshtemo.org](http://www.oshtemo.org)

Bobby Bendzinski, Municipal Financial Advisor, Bendzinski & Co.  
Stephen Hayduk, CPA, Bendzinski & Co.

*Objective:* Board information update.

**Background Item 2. Discussion on Public Comment, Neighborhood Meetings Summary**

The Township received extensive public comment from the public at recent meetings about the planned sewer expansion. The Township held five meetings in sewer expansion neighborhoods to get accurate information out to those impacted.

*Objective:* Township Board review of information provided herein and discussion of public comment related to sewer expansion.

**Background Item 3. Discussion and Consideration of Financial Assistance Program Draft 3 and Funding.**

The Board is working with Attorney Porter and others to develop a program the Board can implement that provides financial assistance for residents experiencing hardship with the mandatory sewer connection, such as some elderly residents or disabled residents, those with high college debt, and some young persons starting out.

The proposed assistance program draft three is presented herein for Township Board ongoing discussion at the meeting. The program includes the potential for assistance for both the public and private connection expense. (Refer draft one, February 11<sup>th</sup>, 2020, and draft two, February 25<sup>th</sup>, 2020, and those previous memos).

The goal of the Township assistance program is to extend the assistance reach beyond the programs already available through the USDA 502 and 504 assistance programs, and the State of Michigan 225 program. The additional goal is to work closely with other agencies and residents to help with the application process.

The Capital Improvements Committee (CIC) is an advisory committee and includes representation from the Township Board, Public Works staff, consultants, and Oshtemo residents. The Capital Improvements Committee met March 10<sup>th</sup> and reviewed the proposed assistance program. The recommendation from the CIC is to provide the Township assistance program as an additional program option on top of the other programs. The CIC recognizes need for the ongoing financial review, and to fund the program as follows—

<b>2020</b>	<b>\$300,000</b>
<b>2021</b>	<b>\$300,000</b>
<b>2022</b>	<b>\$300,000</b>

Township Board can discuss funding the above assistance program. An option is to postpone some capital sewer projects in the Capital Improvements Plan vision. The Board regularly adjusts capital project implementation based on funding picture. One project to remove from 2021 capital improvements is South 8<sup>th</sup> Street.

*Objective:* Township Board consideration of a Sanitary Sewer Hardship Financing or Deferment Ordinance for First Reading, and set for Second Reading April 14<sup>th</sup> for an assistance program and consideration of funding through a 2020 budget amendment.

**Background Item 4. Discussion and Consideration of USDA PHASE 1, Contract 1A and Contract 1B Construction Bids**

The Township, following authorization from the United States Department of Agriculture Rural Development Area Manager and other USDA Federal and Michigan Office State review of all aspects of the project, placed the Phase 1 sanitary sewer construction projects out to public bid mid-January. The results are:

Low bidder for Contract 1A among six bids received February 21<sup>st</sup>, 10 am, is from **Peters Construction Company**, in the amount of **\$4,395,422.59**.

Low bidder for Contract 1B Bids among five bids received February 28<sup>th</sup>, 10 am, is from **Dunigan Brothers Inc**, in the amount of **\$3,892,510.70**.

Public Works and Fleis & Vandenbrink and the Capital Improvements Committee reviewed the bids. In combination, the bids plus the engineering and bond counsel services increase the bond amount need. USDA provides a “series B” bond for such circumstance where the total cost is less than twenty percent greater than the original estimates. The total in Oshtemo’s case is ~15% higher. Following discussion with consultants and the Capital Improvements Committee, the unanimous Committee recommendation is to proceed with award of contracts to the low bidders above, and to secure a series B application to USDA for \$1.515 million. The series B USDA application process is abbreviated as compared to the original series A (initial) application.

Consideration is given to the overall picture of sewer expansion. The projects in USDA Phase 1 are the most needed in terms of age of septic systems, dry well system designs, and size of lots. The sewer expansion is clearly necessary. USDA Phase 2 projects will also have a similar price increase. The Township Board can weigh at that later date whether to proceed with all projects in Phase 2. West KL Ave and South 11<sup>th</sup> Streets are the two most likely candidates to postpone to a future year.

Related to construction bids is the bond interest rate. The rate USDA awarded and locked in for the Township over a year ago is 2.375%. On March 13<sup>th</sup> USDA notified the Township the 2020 second quarter poverty loan interest rate is **1.375%**. If the bond closes in the second quarter of 2020, this is the interest rate for the bonds. This rate is one full percentage point lower than the original USDA locked in rate. (Note: those residents interested in using the Township installment mortgage program to pay fees through their annual winter taxes, will pay 1% on top of this rate, or 2.375%).

Township and Consultant continue work on items required for bond closing.

*Objective:* Board consideration of award of construction contracts for USDA Phase 1, Contracts 1A and 1B.

**Background Item 5. Discussion of Application for Series B USDA Bond**

Refer Information Provided, below, for Item 5.

*Objective:* Board consideration of application for Series B USDA Bond for \$1.515 million.

**Information Provided:**

Item 2-

Neighborhood Meetings Summary.  
Private Connection Expense from Four Contractors  
Area Municipalities Connection Fees Comparison

Item 3 -

Sanitary Sewer Hardship Financing or Deferment Ordinance

Item 4 –

Resolution of Conditional Award for Contract 1A and Contract 1B; with Engineer's  
Recommendations of Awards and Bid Summaries

Item 5 -

Engineer's Revaluation of Project Cost and Financing Requirement

# Sanitary Sewer Expansion Neighborhood Meetings - Summary

20-Mar-20

<b>OVERALL</b>	282	112	88	31%
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*NEIGHBORHOOD MEETING #1 ON FEB 5TH, 2020: SUNSET, MERIDIAN, M-43, NORTH 7TH STREET*

Street	Number of Properties in the Neighborhood	Number of Residents Attending	# of Properties Providing Input	% Properties Represented
N 7th	14	8	7	50%
W Main	13	1	1	8%
<b>TOTAL</b>	<b>27</b>	<b>9</b>	<b>8</b>	<b>30%</b>

Sunset	9	1	1	11%
Meridian	2			0%
<b>TOTAL</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>9%</b>

<b>Total This Mtg</b>	38	10	9	24%
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The Township held a meeting with the M-43/North 7th Street and Sunset/Meridian neighborhoods on February 5th, 2020 at the Oshtemo Community Center. The Supervisor, Public Works Staff, Township Attorney, and Civil Engineering consultant provided background information on the project, followed by Q&A. Those in attendance from N 7th St voiced opposition to paying for the sewers. Some described hardship situations. They asked the repeated question why the Township is expanding sewer. They felt the project should go to a vote of residents. Four residents spoke of working jointly to construct the private connection themselves, and helping their neighbors. One owns a backhoe and offered its use.

*NEIGHBORHOOD MEETING #2 ON FEB 10TH, 2020: FAIRLANE PLAT*

<b>Street</b>	<b>Number of Properties in the Neighborhood</b>	<b>Number of Residents Attending</b>	<b># of Properties Providing Input</b>	<b>% Properties Represented</b>
Wildemere	22	5	4	18%
Fairgrove	16	6	4	25%
Strathmore	11	5	3	27%
Mansfield	9	4	3	33%
<b>TOTAL</b>	<b>58</b>	<b>20</b>	<b>14</b>	<b>24%</b>

A second neighborhood meeting was held with the residents of the Fairlane Plat on Monday evening February 10th, 2020 at the Oshtemo Community Center. The Township Treasurer participated in the meeting along with Supervisor and Staff from the first neighborhood meeting. Additional information on "Why Sewers?" was presented at the beginning of the meeting. A respectful Q&A session followed for an hour. The Township heard questions and concerns about access to properties during construction, concern for project delay due to worker strike, and existing stormwater problems. Civil engineers conveyed the roads are largely failed; the reconstructed road will improve some of the stormwater issues. Some non-functioning storm infiltration basins will be reconstructed. In response to resident query, staff further explained the three components of the connection fee, with emphasis on the goal to be equitable among various users and property sizes. Some residents expressed concern for insufficient time to save for the expense of the private connection. Staff conveyed should the project be delayed beyond the expected November completion date, the Township would likely extend the private connection deadline. Township provided information on financial assistance programs.

*NEIGHBORHOOD MEETING #3 ON FEB 12TH, 2020: WHITEGATE PLAT*

<b>Street</b>	<b>Number of Properties in the Neighborhood</b>	<b>Number of Residents Attending</b>	<b># of Properties Providing Input</b>	<b>% Properties Represented</b>
Whitegate	9	4	3	33%
Powderhorn	17	7	6	35%
Lamplighter	19	4	3	16%
Castleton	21	9	5	24%
<b>TOTAL</b>	<b>66</b>	<b>24</b>	<b>17</b>	<b>26%</b>

Staff presented information on the sewer expansion at neighborhood meeting hosted by nearby Betzler Funeral Home. Residents asked questions about the connection expense; also questioned extent of proposed sidewalks. Staff explained the new sidewalks will be along Whitegate, from W Michigan to Powerhorn, and the evergreen trees in that apartment area will remain, assuming requested variance from Road Commission is granted. Staff also explained federal accessibility laws are basis for extending sidewalks to corners from Oshtemo Woods abutting neighborhood. Concerns heard for noticing; for how costs established for the fees in advance of the construction bidding; for timing of notice to connect. A resident indicated her septic is failing and she needs the sewer extension. Another resident provided she replaced her septic system ten years ago, at cost of \$10,000, and no financing was available to her from the Township. . One resident commented that they considered a septic system permit as the equivalent of a license to pollute.

*NEIGHBORHOOD MEETING #4 ON FEB 18TH, 2020: SKYRIDGE PLAT*

<b>Street</b>	<b>Number of Properties in the Neighborhood</b>	<b>Number of Residents Attending</b>	<b># of Properties Providing Input</b>	<b>% Properties Represented</b>
Skyridge	24	13	8	33%
Driftwood	29	8	8	28%
Westview	18	10	9	50%
Mandalay	19	13	12	63%
Crimson	3	2	1	33%
<b>TOTAL</b>	<b>93</b>	<b>46</b>	<b>38</b>	<b>41%</b>

Skyridge residents and others attended the neighborhood meeting held at Skyridge Church on Drake Road. Questions included whether Board could postpone sewer projects until after the November election; how residents would face serious hardship with the expense; cost of private side connections. Two residents indicated they need the municipal sewer as their dry well system is failing and not a good system and pollutes the ground/groundwater. Another resident indicated the sewer expansion will be difficult for him but that he understands the need.

*NEIGHBORHOOD MEETING #5 ON FEB 24TH, 2020: BEECH AVENUE*

<b>Street</b>	<b>Number of Properties in the Neighborhood</b>	<b>Number of Residents Attending</b>	<b># of Properties Providing Input</b>	<b>% Properties Represented</b>
Beech	27	12	10	37%
<b>TOTAL</b>	<b>27</b>	<b>12</b>	<b>10</b>	<b>37%</b>

The Beech Avenue residents meeting held at the nearby Fountains Bronson Place retirement community meeting room. Individuals who signed in or known to be attending were from the following streets (affected and unaffected) -- Gibbs St., W. H Ave., W. Main St., 7th St., Wickford Dr, Redbud Trl., S. 11th St., S. 4th St., Sunrise Cir., Sunset Dr., Skyridge Ave., W. KL Ave., and Drake Rd. Residents stated 1) private connection costs are higher than Township states (follow up with five contractors shows Township estimates are accurate); 2) Setback distance on Beech is 100' (follow up map measurement indicates homes are built 50' back); 4) costs are a hardship for some residents, including new home owner who has lost sleep since learning about the sewer expansion; and 5) information to run for Township Board positions are available from Beech resident in attendance. Note: the next day one Beech resident came in to the office, stating discomfort at speaking at the meeting given resident opposition, but that this resident wants the new road and the public sewer, and wants to pay the connection fee as soon as Township allows.



## **RE: PRIVATE SIDE SEWER EXPENSE**

### Oshtemo Public Works Department Follow Up Review Based on Public Comment

After speaking with several contractors (all on the Township handout), it was determined that the private-side work is not nearly as costly as what some people are conveying.

I had discussions with four contractors on February 25, 2020:

#### **Contractor 1:**

- Have done several private-side connections for less than \$3,000.
- Average cost for private side connection ranges between \$3,000-\$5,000.
- Most expensive private-side connection they have done was \$7,800. This included extending 260 Feet of 4" (inch) Scheduled 40 PVC Pipe. Charged \$30 per foot.
- Conveyed if they need to install an ejector/grinder pump it can get upwards to \$9,000-\$15,000.

#### **Contractor 2:**

- Have done several private-side connections for less than \$3,000 (as low as \$2,200).
- Average connection costs are \$3,500.
- Private-side connections rarely exceed \$5,000.
- Most properties need roughly 100 feet of PVC Pipe on average (to get from lead in ROW to exiting wastepipe from house).
- Conveyed if they need to install an ejector/grinder pump it can get upwards to \$11,000-\$15,000.

#### **Contractor 3:**

- Does not charge per foot whatsoever (vs resident claim of \$60-\$66 per foot charge).
- Average price for a gravity depth sewer with no vegetation/tree removal is \$4,000-\$6,000.

#### **Contractor 4:**

- Average cost is between \$3,000-\$5,000
- Have not done many private-side connections that exceeded \$8,000.
- Conveyed that it can exceed \$8,000 if the installation of a grinder/ejector pump is necessary. Also depends where the private utilities are coming out at.

Additionally, each contractor I spoke with mentioned that the price range of \$3,000-\$8,000 is actually on the higher end. Consensus amount was between \$3,000-\$6,000, with an average price at \$4,500. Also keep in mind that the sewer we are building is typically 20 feet deep (Even deeper in some cases such as 30 feet in West Port), with the service lead to be constructed typically at 10-12 feet deep (Matt Johnson from Fleis & Vandenbrink said some shallow locations could be 9 feet deep).

Respectfully,

Colten Hutson,

**Technical Specialist**

Oshtemo Township Public Works Department



# Memorandum

**Date:** 19 March 2020  
**To:** Oshtemo Charter Township Board  
**From:** Colten Hutson, Public Works Technical Specialist  
**Subject:** Sewer Questionnaire for Neighboring Communities

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## **Objective**

Board to review sewer connection requirements for neighboring communities.

## **Discussion**

The Public Works Department conducted outreach to neighboring communities through a short questionnaire regarding public sanitary sewer. The purpose of creating this questionnaire is to better understand how Oshtemo Charter Township's sewer connection fees and requirements compare with similar Townships in the Greater Kalamazoo Area. Information gathered came from staff of Texas Charter Township, Comstock Charter Township, and Cooper Township. The collected results are as follows.

Respectfully,

Colten Hutson

## Questionnaire of Sewer Connection Fees

Comstock Township's typical resident with **120 ft** of frontage will have a cost of **\$12,500.00**.

Comstock Township's typical resident with **150 ft** of frontage will have a cost of **\$14,000.00**.

Comstock Township's typical resident with **200 ft** of frontage will have a cost of **\$16,500.00**.


Township Name:	Comstock Township
Date Completing Questionnaire	3/19/2020
Contact Person for follow-up questions.	Bret Padgett, Treasurer
Do you have a Mandatory Connection Requirement?	No
Example parameters: ↓	See Below
Price per lot/parcel	\$4,500.00
Price per foot of frontage	\$50.00
Price for Single-Family Equivalent. (Also known as Benefit Use (BU))	\$2,000.00
Do you provide an Installment Payment Option (e.g. a utility mortgage)?	Yes
Number of Years the Loan can be Extended	20 years
Current Interest Rate	8%
Time Granted to Complete Connection?	N/A
Do you have any provisions that allow property owners to defer connection and payment due to the age of their septic tank?	No
Do homeowners still have to pay a licensed contractor to do the work on the private side and get hooked up the public utility, in addition to the connection fees?	Yes

## Questionnaire of Sewer Connection Fees

Cooper Township's typical resident with **120 ft** of frontage will have a cost of **\$13,810.00**.

Cooper Township's typical resident with **150 ft** of frontage will have a cost of **\$15,160.00**.

Cooper Township's typical resident with **200 ft** of frontage will have a cost of **\$17,410.00**.


Township Name:	Cooper Township
Date Completing Questionnaire	3/19/2020
Contact Person for follow-up questions.	DeAnna Janssen
Do you have a Mandatory Connection Requirement?	Yes
Example parameters: 	See Below
Price per lot/parcel	N/A
Price per foot of frontage	\$45.00
Price for Single-Family Equivalent. (Also known as Benefit Use (BU))	\$8,410.00
Do you provide an Installment Payment Option (e.g. a utility mortgage)?	Yes
Number of Years the Loan can be Extended	50% of the total cost up front and then the remaining 50% will be assessed annually over the next 5 years onto the winter tax bill.
Current Interest Rate	5%
Do you provide any other payment options other than paying in full?	Property owners may choose to do nothing for up to 10 year. As of October 01, 2020 – a 3% increase will be added to both the front foot fee and the benefit fee. Thereafter, on October 01 of each year, an additional 3% will be added to both the front foot fee and the benefit fee.
Time Granted to Complete Payment	10 years
Time Granted to Complete Connection?	Until the current septic system fails.
Do you have any provisions that allow property owners to defer connection and payment due to the age of their septic tank?	No
Do homeowners still have to pay a licensed contractor to do the work on the private side and get hooked up the public utility, in addition to the connection fees?	Yes

## Questionnaire of Sewer Connection Fees

Texas Township's typical resident with **120 ft** of frontage will have a cost of **\$10,400.00**.

Texas Township's typical resident with **150 ft** of frontage will have a cost of **\$10,400.00**.

Texas Township's typical resident with **200 ft** of frontage will have a cost of **\$10,400.00**.


Township Name:	Texas Township
Date Completing Questionnaire	3/19/2020
Contact Person for follow-up questions.	Trish Roberts, Treasurer
Do you have a Mandatory Connection Requirement?	<p>Yes, Charter Township of Texas adopted a Mandatory Sewer Connection Ordinance (#328) on November 13, 2017. The ordinance took effect for improved parcels on April 1, 2018. Existing structures must connect if the front of the structure is within 200' of the lead. Existing structures must connect no later than April 1, 2023.</p> <p>It took effect for new construction on December 1, 2017. If sewer is available, new construction must connect no matter the distance from the lead.</p>
Example parameters: 	See Below
Price per lot/parcel	\$8,600.00
Price per foot of frontage	N/A
Price for Single-Family Equivalent. (Also known as Benefit Use (BU))	\$1,800.00
Do you provide an Installment Payment Option (e.g. a utility mortgage)?	Yes
Number of Years the Loan can be Extended	10 years and assessed onto the resident's winter tax bill, annually.
Current Interest Rate	5.75%
Time Granted to Complete Connection?	5 years
Do you have any provisions that allow property owners to defer connection and payment due to the age of their septic tank?	We did not allow exception for age of septic.
Do homeowners still have to pay a licensed contractor to do the work on the private side and get hooked up the public utility, in addition to the connection fees?	Yes. The owner is responsible for the cost of the installation. We do not "finance" it through the installment plan agreement. We refer them to the list of licensed contractors registered with the City's Environmental Health Department.

## Questionnaire of Sewer Connection Fees

Oshtemo Township's typical resident with **120 ft** of frontage will have a cost of **\$12,000.00**.

Oshtemo Township's typical resident with **150 ft** of frontage will have a cost of **\$12,750.00**.

Oshtemo Township's typical resident with **200 ft** of frontage will have a cost of **\$14,000.00**.

Township Name:	Oshtemo Township
Date Completing Questionnaire	3/19/2020
Contact Person for follow-up questions.	Colten Hutson, Public Works
Do you have a Mandatory Connection Requirement?	Yes
Example parameters: 	See Below
Price per lot/parcel	\$7,000.00
Price per foot of frontage	\$25.00
Price for Single-Family Equivalent. (Also known as Benefit Use (BU))	\$2,000.00
Do you provide an Installment Payment Option (e.g. a utility mortgage)?	Yes
Number of Years the Loan can be Extended	Properties in which have existing sewer can finance up to 20 years and have it applied to the resident's winter tax bill, annually.  Properties in which will be receiving forthcoming sewer can finance up to 40 years and have it applied to the resident's winter tax bill, annually.
Current Interest Rate	Properties w/ Existing Sewer = 3.83%  Properties w/ Forthcoming Sewer <=2.375%
Time Granted to Complete Connection?	2 years
Do you have any provisions that allow property owners to defer connection and payment due to the age of their septic tank?	Yes, property owners can defer payment and connection until their current sewage treatment system reaches its 15 <sup>th</sup> year in age.
Do homeowners still have to pay a licensed contractor to do the work on the private side and get hooked up the public utility, in addition to the connection fees?	Yes. The owner is responsible for the cost of the installation. We do not finance it through the installment plan agreement. We refer them to the township's list of known licensed contractors.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

An Ordinance to provide for the hardship financing or deferral of the financial obligation to connect to the wastewater collection system of the Oshtemo Charter Township in situations where Property Owner(s) establish by objective evidence that it will constitute an undue financial hardship to pay or fully pay for the sewer system connection fees or the private plumbing expense to connect to the Wastewater Collection System as required by Oshtemo Charter Township Wastewater Service Ordinance No. 208.

THE CHARTER TOWNSHIP OF OSHTEMO

KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I. NAME. This Ordinance shall be known and cited as the Oshtemo Charter Township Public Sanitary Sewer Hardship Financing or Deferment Ordinance.

SECTION II. PURPOSE.

- A. To enact an Ordinance under Public Act 368 of 1978 Public Health Code (MCL 333.12756 et seq.) allowing for hardship financing or deferment of the sewer system connection fees and/or the private plumbing expense in cases where hardship prevents the Owners of the premises from paying for the public or private connections to the available sewer system.
- B. To establish a Hardship Advisory Review Committee (HARC) to review and recommend Property Owner(s) to be considered for hardship financing or deferment under this Ordinance.
- C. To establish procedures for the connection of premises to the sewer system by the Township for those who qualify for a hardship financing or deferment.

SECTION III. DEFINITIONS. For purposes of this Ordinance, the following words, terms and phrases when used in this Ordinance shall have the following meanings ascribed to them in this Section:

- 1. *Deferment*: the postponement of all or a part of the annual mortgage payment owed to the Township on an Installment Payment Mortgage Agreement for Sewer or a delay in connecting to the public sanitary sewer.

2. *Premise*: any lot, parcel, building site from which contains a building from which sanitary sewer originates for which sewer services are available and required by law to be served.
3. *Private Plumbing Expense*: the estimated cost of the installation of all necessary sewage disposal facilities on the property of the applicant or Property Owner(s) for hardship. It means and includes any person who has a legal, possessory interest in a lot, parcel or building site, which interest includes the legal obligation to assume the expenses of sewer connection expense charges.
4. *Property Owner(s) Hardship*: those Property Owner(s) falling below the income and asset limits set forth in Section IV of this Ordinance.
5. *Sewer System Connection Fees*: the connection fees charged by Oshtemo Charter Township.
6. *Sanitary Sewer System*: any municipally operated sewage collection system serving premises within Oshtemo Charter Township.

SECTION IV.

QUALIFYING STANDARDS FOR HARDSHIP FINANCING OR HARDSHIP DEFERMENT. The standards for qualifying for hardship financing or hardship deferment shall be as follows:

- A. Application Limitations. Before submitting an application for hardship financing or deferment, each Property Owner(s) must demonstrate that they do not qualify for assistance with the State of Michigan under the Deferment of Special Assessments on Homesteads Act at 225 of 1976 or under the USDA 504 Home Repair Program or the USDA 502 Home Repair Program. Any assistance received under the above-listed Programs will not count toward the asset limitations of the Township Hardship Programs or prohibit a Property Owner who otherwise qualifies for the Township Programs from access to the hardship financing or hardship deferment as set forth below.
- B. Hardship Financing. Property Owner(s) in Oshtemo Charter Township may enter into an Installment Payment Mortgage Agreement to finance their connection fees and provisions of wastewater services Ordinance, No. 208. In addition to the Property Owner(s)' right to enter into an Installment Payment Mortgage Agreement under Ordinance No. 208, the following individuals may request that the Private Plumbing Expenses be paid for by the Township and added to the Installment Payment Mortgage Agreement and be financed upon the same terms and the same interest rate offered under Ordinance No. 208, provided the Property Owner(s) meet the following income and assets limitations:
  1. Income Limitation. Property Owner(s) whose family income is at or below \_\_\_\_\_, for the year at issue.
  2. Asset Limitation. In addition to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted.



Property Owner(s) with assets in excess of \$20,000 may not be eligible for hardship financing.

- C. Hardship Deferments. Property Owner(s) who enter into an Installment Payment Mortgage Agreement, pursuant to Ordinance No. 208, may qualify for a Deferment provided they meet the following Income and Asset limitations set forth below.
  - 1. Income Limitation. Property Owner(s) whose family income is at or below \_\_\_\_\_, for the year at issue.
  - 2. Asset Limitation. In addition, to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted. Property Owner(s) with assets in excess of \$20,000 may not be eligible for a hardship deferment.
- D. Extraordinary Circumstances Warranting Deferment or Delay in Connection. Those Property Owner(s) who do not qualify under the above provisions may request consideration, based upon extraordinary circumstances, for deferment or delay in the connection to the public sanitary sewer system. The extraordinary circumstances which would be considered by the Hardship Advisory Review Committee would be items such as or similar to the following: death of a spouse; extraordinary medical expenses; bankruptcy; extreme debt impacting household disposable income, extreme difficulty in connecting to the public sanitary sewer system; etc. Those Property Owner(s) who believe they might qualify under the standards set forth herein may file an application as set forth in Section V below.

SECTION V. APPLICATION

- A. Property Owner(s) must complete an application, except for the signature, and return it to the Township Officers.
- B. All applications must be signed and witnessed by a Township employee and filed after January 1, but at least two weeks before the Hardship Advisory Review Committee's March meeting to be held the third week in March.
- C. All Property Owner(s) must submit their previous year's Federal Income Tax and State Income Tax returns.
- D. Applicants may be required to be present at the Hardship Advisory Review Committee meeting and may be called upon to appear on short notice.
- E. All questions set forth in the Application must be completed prior to the Hardship Advisory Review Committee meeting.
- F. All applicants signing the Application are admitting that everything contained in the Application is true to their best knowledge, information and belief.
- G. Any Property Owner(s) requesting hardship financing or deferment is subject to investigation by the Township to verify information submitted or statements made in regard to the request for deferment are accurate.

- H. The meeting of the Hardship Advisory Review Committee may be recorded. Minutes will be kept of all proceedings. All meetings held will comply with the Open Meetings Act.
- I. The Hardship Advisory Review Committee shall follow the policies and guidelines established under this Ordinance in granting or denying hardship financing or deferment.
- J. Property Owner(s) will be evaluated based upon the data submitted to the Hardship Advisory Review Committee. Testimony taken from the Property Owner(s) and information gathered from any source by the Township.
- K. Property Owner(s) shall meet the income and asset limitation set forth herein may be granted hardship financing, deferment, or partial deferment of their sanitary sewer fees or private plumbing expenses.
- L. The Hardship Advisory Review Committee's recommendations regarding sanitary sewer connection fees or private plumbing expense fees for deferment will be done on an annual basis.

SECTION VI. DETERMINATION; CONNECTION

- A. Following a recommendation by Hardship Advisory Review Committee to the Township Board on any premises not connected to an available sewage system, the Township Board shall take effective action to achieve connection of said premises to the public sanitary sewer system, whether the connection is made under the provisions of this article or otherwise. The Hardship Advisory Review Committee shall, within thirty (30) days of the close of its investigation, file with the Township Board its report and recommendation clearly stating whether any hardship financing or deferment for the sewer system connection fees or private plumbing expenses will be recommended.
- B. The Hardship Advisory Review Committee will not record a hardship deferral unless the Property Owner(s) agree to enter into an Installment Payment Mortgage Agreement to connect to the available public sanitary sewer system.
- C. Upon receipt of the Hardship Advisory Review Committee's recommendation regarding any premises, the Township Board shall promptly determine, without the necessity of a public hearing, whether to accept the recommendation. No recommendation of hardship for any premises shall be rejected without good cause shown and until the Property Owner(s) have had an opportunity to answer the objections before the Township Board. A recommendation of hardship not rejected by the Township Board within thirty (30) calendar days of receipt thereof shall be deemed accepted and shall entitle the Owner thereof to be qualified for connection under the provisions of this division.

SECTION VII. DEFERRED PAYMENT; LIEN; COSTS

- A. In the event an Owner accepted for hardship herein requests the Township to effectuate connection to the public sanitary sewer system, the Township Supervisor shall direct the Public Works Director to ascertain the sewer connection fees and/or private plumbing expense to connect the premises to the system, and/or the reasonable value of its labor and materials. The Township Board shall specify to the Public Works Director whether the

physical connection is to be accomplished by a licensed sewer contractor or by the agencies and employees of the City. The Township Board reserves to itself the sole and exclusive right to make or alter its designation as made herein previous to the commencement of the physical connection. Prior to the connection, the Owner shall execute an Installment Payment Mortgage Agreement for Sewer to the Township for possible deferred payment payable on or before death, or in any event, on the sale or transfer of the property except to the extent a deferment is granted.

- B. The Installment Payment Mortgage Agreement shall also include annual interest on the balance of such indebtedness to the Township at the rate set by the Board in Ordinance No. 208, commencing the date of the execution of documents of indebtedness.
- C. The Property Owner(s) shall also be responsible for all costs of the Township in connection with processing the Property Owner(s)' application for deferred payments, such as, by way of illustration, and not by way of limitation, costs of recording the Installment Payment Mortgage Agreement, and any direct legal fees in connection with reviewing of the foregoing and preparation of the Installment Payment Mortgage Agreement to be recorded. Such costs shall be added to the amount due and owing upon the Installment Payment Mortgage Agreement to be executed by the Owner of the premises.

SECTION VIII. PHYSICAL CONNECTION. Upon execution of the documents in accordance with the provisions of Section VII, the Township Board shall direct the Public Works Director to complete the physical connection of the premises, in the method approved by the Township Board, to the public sanitary sewer system in accordance with all laws, ordinances, rules and regulations of the State, City and Township.

SECTION IX. HARDSHIP REVOLVING FUND; BOARD CONTROL. The monies necessary to implement the provisions of this Ordinance shall be drawn from and returned to the "hardship revolving fund" to be created and maintained by the Township Board. The sewer fund shall be the sole source of Township monies deposited to the "hardship revolving fund." The Township Board shall transfer funds between the fund and the hardship revolving fund as necessary to properly implement the provisions of this division.

SECTION X. EFFECTIVE DATE. This Ordinance shall take effect upon publication after adoption in accordance with State law. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP

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

Minutes of a regular meeting of the Township Board of the Charter Township of Oshtemo, held at the Township Hall, 7275 W. Main St., Kalamazoo, Michigan, on the 24<sup>th</sup> day of March, 2020, at 7:15 p.m.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution was offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_:

**RESOLUTION TO MAKE CONDITIONAL AWARD  
OF CONSTRUCTION CONTRACTS FOR  
SANITARY SEWER SYSTEM PROJECT**

WHEREAS, following the publication of advertisement for bids on January 20, 2020, sealed bids were received by the Charter Township of Oshtemo (the "Township") on February 21, 2020, for Phase I Contract A, and on February 28, 2020 for Phase I Contract B for the construction contracts (individually and collectively a "Construction Contract") for Phase I of the Township's sewer improvement and extension project (the "Project"); and

WHEREAS, Fleis & VandenBrink (the "Project Engineer") has submitted its written recommendation that a Construction Contract be awarded to Peters Construction of Kalamazoo, the low bidder on Contract A for Phase I of the Project, in the amount of \$4,395,422.29 and to Dunigan Bros. Inc. of Jackson, the low bidder on Contract B for Phase I of the Project in the amount of \$3,892,510.70; and

WHEREAS, a copy of the bid tabulation and the Project Engineer's recommendation for award for the Construction Contracts is attached to this Resolution as **Exhibit A**; and

WHEREAS, the cost of the Project is to be defrayed by the proceeds of the sale of two series of the Township's capital improvement bonds, with the first series of bonds to be issued in the estimated principal amount of \$8,346,000 (the "Series 2020A Bonds") and the second series of bonds to be issued in the estimated principal amount of \$1,515,000 (the "Series 2020B Bonds") (collectively, the Series 2020A and 2020B Bonds are referred to as the "Bonds") to evidence long-term loans from USDA Rural Development; and

WHEREAS, the Bonds are expected to be sold and delivered to USDA Rural Development to evidence the USDA Rural Development loans on or before the expiration of the 90-day hold period on the bids for the Construction Contracts.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. Based upon the written recommendation of the Project Engineer, the Construction Contract for Contract A is hereby awarded to Peters Construction of Kalamazoo, in the amount of \$4,395,422.29, and the Construction Contract for Contract B is hereby awarded to Dunigan Bros. Inc. of Jackson, in the amount of \$3,892,510.70, conditioned upon receipt of a letter from USDA Rural Development verifying that it has concurred with the Project Engineer's recommendation for award of the Construction Contracts and the successful sale and delivery of the Bonds to Rural Development to evidence the USDA Rural Development loan.

2. The Township Supervisor and Clerk are authorized and directed to execute appropriate Notices of Award and the necessary agreements and related documents applicable to the Construction Contracts, subject to the conditions set forth in Paragraph 1 above.

3. All resolutions or portions thereof inconsistent with the provisions of this resolution are hereby rescinded.



**EXHIBIT A**

**Bid Tabulation and Engineer's Recommendation**



**Oshtemo Township**  
Kalamazoo County, Michigan

**Neighborhood Sanitary Sewer Extension, Phase 1, Contract A**  
Project #833250

**BID SUMMARY**

<b>Bidder</b> (listed below from low to high)	<b>Total</b>
1. Peters Construction	\$4,395,422.59
2. Balkema Excavating, Inc.	\$4,442,796.25
3. Hoffman Bros.	\$5,160,508.32
4. Milbocker & Sons, Inc.	\$5,285,136.92
5. Dunigan Bros., Inc.	\$5,440,571.20
6. Kamminga & Roodvoets, Inc.	As Read \$5,687,549.61 Actual \$5,678,549.61





## RECOMMENDATION OF AWARD

March 18, 2020

Libby Heiny-Cogswell, Supervisor  
Oshtemo Township  
7275 W. Main Street  
Kalamazoo, MI 49009

**RE: Neighborhood Sewer Extension Phase 1-Contract A**

Dear Libby,

We have reviewed the bids received on February 21, 2020 for the above referenced project. Six bids were received and the bid summary is attached.

The low bidder is Peters Construction of Kalamazoo, Michigan with a bid amount of \$4,395,422.59.

I have reviewed the bids and all required bidding documents were submitted. Peters is a qualified firm and have the capacity to complete the project. Based on the above information we recommend award of the Neighborhood Sewer Extension Phase 1- Contract A to Peters Construction of Kalamazoo, Michigan with a bid amount of \$4,395,422.59.

Please feel free to call with any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Matt Johnson", is written over a light blue horizontal line.

Matt Johnson, P.E.  
Project Manager

Enclosure

4798 Campus Drive  
Kalamazoo, MI 49008  
P: 269.385.0011  
F: 269.382.6972  
[www.fveng.com](http://www.fveng.com)



**Oshtemo Township**  
Kalamazoo County, Michigan

**Neighborhood Sanitary Sewer Extension, Phase 1, Contract B**  
Project #833250

**BID SUMMARY**

<b>Bidder</b> (listed below from low to high)	<b>Total</b>
1. Dunigan Bros., Inc.	\$3,892,510.70
2. Milbocker & Sons, Inc.	\$4,200,318.86
3. Balkema Excavating, Inc.	\$4,249,803.00
4. Hoffman Bros.	\$4,374,685.71
5. Kamminga & Roodvoets, Inc.	\$4,649,710.00



## RECOMMENDATION OF AWARD

March 18, 2020

Libby Heiny-Cogswell, Supervisor  
Oshtemo Township  
7275 W. Main Street  
Kalamazoo, MI 49009

**RE: Neighborhood Sewer Extension Phase 1-Contract B**

Dear Libby,

We have reviewed the bids received on February 28, 2020 for the above referenced project. Five bids were received and the bid summary is attached.


The low bidder is Dunigan Bros., Inc. of Jackson, Michigan with a bid amount of \$3,892,510.70.

I have reviewed the bids and all required bidding documents were submitted. Dunigan is a qualified firm and have the capacity to complete the project. Based on the above information we recommend award of the Neighborhood Sewer Extension Phase 1- Contract B to Dunigan Bros., Inc. of Jackson, Michigan with a bid amount of \$3,892,510.70.

Please feel free to call with any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Matt Johnson, P.E.  
Project Manager

Enclosure

4798 Campus Drive  
Kalamazoo, MI 49008  
P: 269.385.0011  
F: 269.382.6972  
www.fveng.com

# MEMO



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**To:** Libby Heiny-Cogswell, Supervisor

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**From:** Matt Johnson, P.E. Project Manager

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**CC:** Marc Elliot, P.E., Public Works Director

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**Date:** March 20, 2020

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**Re:** Neighborhood Sewer Extension Phase #1

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Oshtemo Township has received funding obligation from the United States Department of Agriculture Rural Development (USDA RD) wastewater disposal loan program in the amount of \$8,346,000.00. The funding is broken down as follows:

<b>ITEM</b>	<b>COST</b>
Construction	\$6,611,000.00
Engineering	\$921,000.00
Contingency (10%)	\$662,000.00
Property	\$33,000.00
Township Administration	\$5,000.00
Local Attorney	\$8,000.00
Bond Council	\$30,000.00
Municipal Advisor	\$75,000.00
Dept of Treasury	\$1,000.00

Oshtemo Township opened bids for the Neighborhood Sewer Extension Phase 1-Contract A on February 21, 2020. The low bid was \$4,395,422.59. Contract B was opened on February 28, 2020. The low bid was \$3,892,510.70. The total for both projects is \$8,287,933.29. The project includes water main extension and sidewalk walk extension which are not USDA eligible items and will be paid for by the township. The total USDA eligible construction bid amount is \$8,124,412.18.

# MEMO



At its March 10, 2020 meeting, the Capital Improvements Committee of Oshtemo Township voted to unanimously recommend the Township Board pursue an additional bond with USDA RD. USDA RD will issue a series B bond when bid cost is greater than the original obligated amount. The application is simplified when the increase is less than 20% over the original amount. The following is a breakdown of the recommended amount for the series B bond application.

<b>ITEM</b>	<b>SERIES B COST</b>	<b>TOTAL COST</b>
Construction	\$1,515,000.00	\$8,126,000.00
Engineering	\$0.00	\$921,000.00
Contingency (8.15)%	\$0.00	\$662,000.00
Property	\$0.00	\$33,000.00
Township Administration	\$0.00	\$5,000.00
Local Attorney	\$0.00	\$8,000.00
Bond Council	\$0.00	\$30,000.00
Municipal Advisor	\$0.00	\$75,000.00
Dept of Treasury	\$0.00	\$1,000.00
<b>TOTAL</b>	<b>\$1,515,000.00</b>	<b>\$9,861,000.00</b>

The total increase in cost to the project is 18.15%. Series B bond applications typically go to the front of the line for funding consideration. We anticipate this bond will be funded in the second quarter at an interest rate of 1.375%. The original series A bond is expected to close second quarter at an interest rate of 1.375%. Even with the additional series B bond, the Township is expected to save about \$39,000 a year in interest at the reduced rate of 1.375%

# Memo



**To:** Oshtemo Charter Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Date:** March 19, 2020  
**Subject:** 2020 Roadway Maintenance Projects

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## **OBJECTIVE**

To authorize Supervisor to contract with the Road Commission of Kalamazoo County (RCKC) to proceed with the herein identified 2020 pavement maintenance projects (RCKC's Spring call for 2020 bids) for local public roads in Oshtemo. RCKC has reported that with the addition of 2019 PAR carryover funds, that Oshtemo's 2020 obligation for the listed projects is \$175,508.57,. The proposed work is currently budgeted

## **BACKGROUND**

At the March 10<sup>th</sup> Meeting of the Oshtemo Capital Improvements Committee, members reviewed with Mark Worden of RCKC the pavement maintenance projects that had been brought forth for consideration. Discussion entailed the 2019 PAR fund carryover, as well as the RCKC's agreement to match as in-kind the proposed pavement improvements associated with the Township's 2020 public sewer extension project. Review materials included a visual presentation of local road PASER Ratings, Upon unanimous consent, the membership elected to recommend that the Board proceed with the fourteen identified projects.

## **INFORMATION PROVIDED**

2020 PAR Offer Summary  
2020 Tabulation of Projects Recommended for Spring Bidding  
2020 Roadway Projects Illustrated with local road PASER Ratings  
2020 Roadway Project Descriptions and Cost Estimates



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

Updated: 12/27/19

Township	2010 Census		% of Population		Local Mileage **		% of Mileage		65%		Local Urban Mileage		% of Urban Distribution		2020 Total PAR		2019 Carryover PAR Funds		2020 Total PAR Funds Available												
	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Alamo	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Brady	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Charleston	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Climax	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Comstock	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Cooper	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Kalamazoo	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Oshstemo***	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Pavilion	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Prairie Ronde	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Richland	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Ross	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Schoolcraft	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Texas	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
Wakeshma	3,762	3,613	1,942	1,696	14,854	10,111	21,918	21,705	6,222	2,250	6,829	3,812	4,418	14,697	1,301	119,130	599,440	823.16	1,113,247	369.90	100.00%	1,113,247	823.16	100.00%	1,113,247	369.90	100.00%	332,313	2,045,000	171,568.44	2,216,568.44
<b>TOTAL</b>	<b>119,130</b>	<b>119,130</b>	<b>59,440</b>	<b>59,440</b>	<b>823.16</b>	<b>823.16</b>	<b>1,113,247</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>1,113,247</b>	<b>369.90</b>	<b>100.00%</b>	<b>332,313</b>	<b>2,045,000</b>	<b>171,568.44</b>	<b>2,216,568.44</b>		

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

**January 27<sup>th</sup>**  
*(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 31<sup>st</sup>**

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

**February 15<sup>th</sup>**

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 15<sup>th</sup>**

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

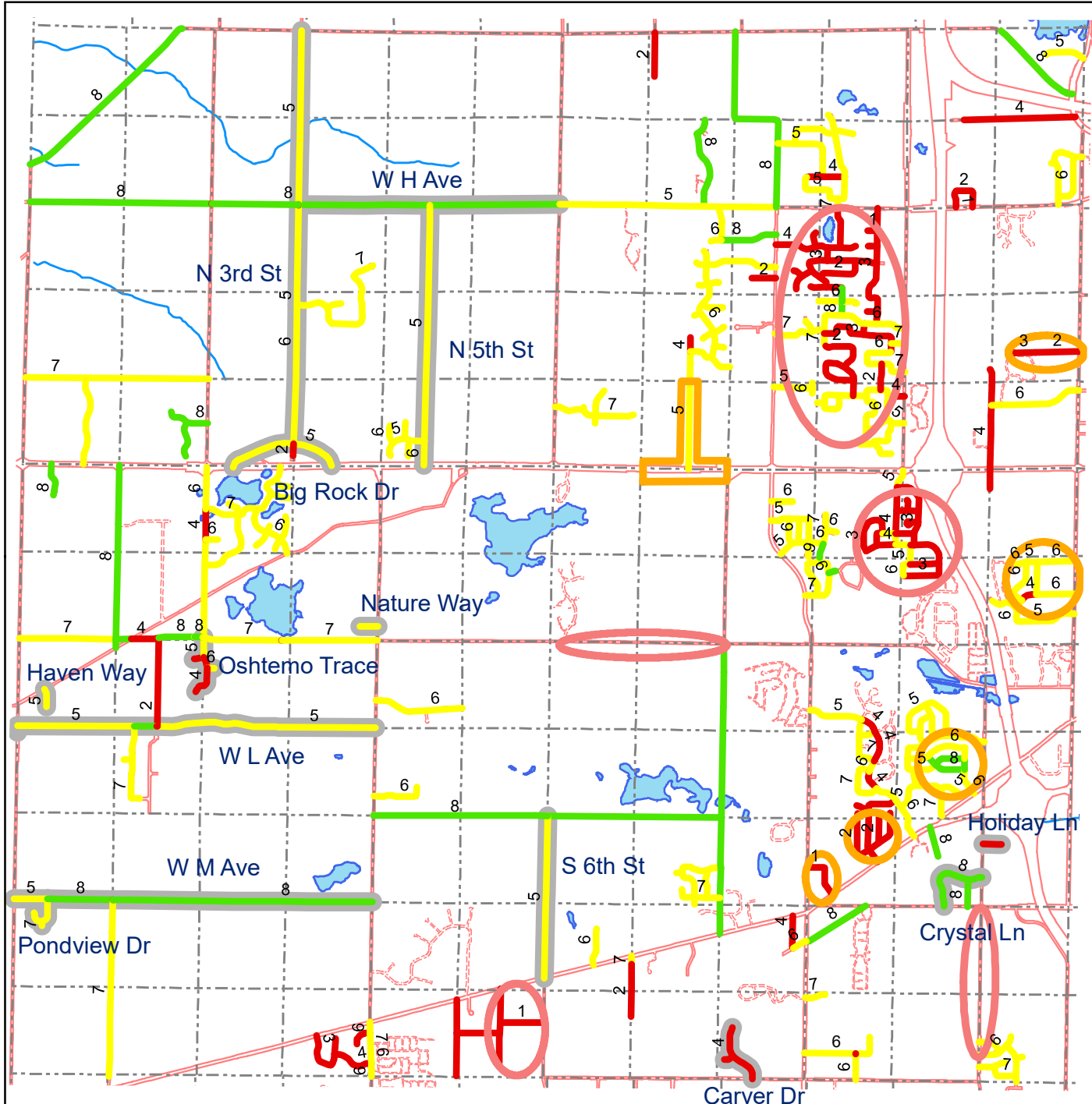
\*Please see RCKC policies for further information.

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

Oshtemo Local Road  
Maintenance Projects

OBJECTID	F_2020ParR	AppxPAR	Shape_Leng	PrgName	Estimate	Work
1	1	5.00	3301	W L Ave	115,221	Crack Fill, HMA Wedging, Chip Seal, Fog Seal
2	2	8.00	688	Crystal Ln	25,252	Chip Seal, Fog Seal (1-2 years)
3	3	4.00	169	Holiday Ln	8,859	Crack Fill, Chip Seal, Fog Seal
4	4	5.00	165	Nature Way	6,057	Crack Fill, Chip Seal, Fog Seal
5	5	4.44	721	Oshtemo Trace	29,744	Crack Fill, Chip Seal, Fog Seal
6	6	5.09	2397	N 5th St	55,552	Crack Fill, HMA Wedging, Chip Seal, Fog Seal
7	7	8.00	2403	W H Ave	46,616	Chip Seal, Fog Seal (1-2 years)
8	8	5.34	3797	N 3rd St	90,287	Crack Fill, HMA Wedging, Chip Seal, Fog Seal
9	9	5.00	1494	S 6th St	45,130	Crack Fill, HMA Wedging, Chip Seal, Fog Seal
10	10	5.59	1053	Big Rock Dr	26,522	HMA Wedging, Chip Seal, Fog Seal
11	11	5.25	400	Pondview Dr	16,637	Crack Fill, Chip Seal, Fog Seal
12	12	4.00	656	Carver Dr	21,055	Crack Fill, Chip Seal, Fog Seal
13	13	5.00	167	Haven Way	8,792	Crack Fill, Chip Seal, Fog Seal
14	14	8.00	3293	W M Ave	76,856	Crack Fill, HMA Wedging, Chip Seal, Fog Seal
				Sum	\$572,580	





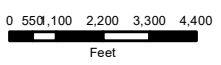
**USDA Sewer Project**

- Phase 1 (2020)
- Phase 2 (2021)

**Local Road Paser Rating**

- 1 - 4
- 5 - 7
- 8 - 9

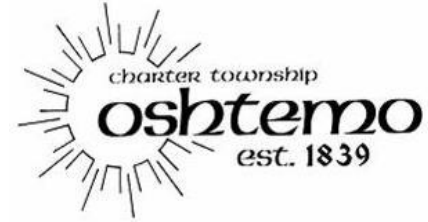
PAR Road Maintenance (2020 proposed projects)



# Charter Township of Oshtemo Kalamazoo Co., Michigan

Date: 3/3/2020

This map is for reference purposes only. While it is intended to be an accurate graphic representation, its accuracy cannot be guaranteed. Any conclusions or information derived from this map are at the users sole risk.



# Memorandum

**Date:** March 18, 2020  
**To:** Township Board  
**From:** Karen High, Parks Director  
**Subject:** Application to the Michigan Natural Resources Trust Fund  
for a grant to fund land acquisition for the future Fruitbelt Trail

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## **OBJECTIVE**

Board consideration of a resolution to authorize application to the Michigan Natural Resources Trust Fund (MNRTF) for a grant to fund land acquisition for the future Fruitbelt Trail and to match with donated funds from seller. No Township funds are required.

## **Background**

Oshtemo Township seeks to acquire 35 acres of land for a future nonmotorized trail. The 150' wide property adjoins Flesher Field and extends to the Township's south border, a length of approximately two miles. Formerly a railroad corridor, it is now owned by Ameritech Michigan Co and is used for underground telecommunications.

A Real Property Market Study was completed by Genzink Appraisal Co. in 2019 to provide comparable vacant land sale data to help establish a purchase price for the property. Based on their findings, the estimated true cash value of the property is \$324,000. However, Ameritech has agreed to a sale price of \$40,000 with the condition that they retain an easement for their telecommunications line in perpetuity.

Grant funds from the MNRTF are being sought to fund the purchase. Total grant request is \$58,000. This includes the sale price of \$40,000 plus \$18,000 in incidental costs (appraisal fees, environmental assessment, closing fees, title insurance, transfer tax). The required 25% match (\$20,000) is provided by Ameritech's donation of a portion of the value of the land. Therefore, no Township funds are required. Deadline to submit the grant application is April 1, 2020. If the grant is awarded, Oshtemo could acquire the property no sooner than the summer of 2021. Per grant requirements, the land would be dedicated to outdoor public recreation in perpetuity.

Purchase of the property would allow for the future development of two miles of nonmotorized trail. Named after the Fruitbelt Railway Line that once ran from Kalamazoo to South Haven, the future trail is planned to continue southwest through Texas Township and northeast to 11<sup>th</sup> Street. It is a priority in the **GO! Green Oshtemo** plan for Parks & Recreation, Nonmotorized Transportation, and Conservation and was identified in the 2009-2013 and 2014-2018 parks master plans. Funding for construction of an 8-10' wide crushed stone trail will be sought from the MNRTF at a later date.

Acquisition of the property and eventual development of the Fruitbelt Trail will significantly expand the recreation opportunities and access to nature at Flesher Field. It will provide a nonmotorized connection to the park for many residents and could eventually extend west through Texas Township to Mattawan. Adding walking and bicycling trails was identified as a priority in the Township's 2017 Citizen Engagement and Priority Survey.

Special Use approval is required to develop a nonmotorized trail in the RR Rural Residential zoning district. The Planning Commission held a well-attended public hearing on February 27, 2020 to consider this request. Though there was strong support for the project from residents and user groups, several residents with property adjacent to or near the property were strongly opposed. Also opposed are two property owners with land that is bisected by the Ameritech property. Their concerns relate to safety, security, the potential for vandalism, and conflicts with hunting and firearm use if a public trail is developed in the future. They also noted that there are already problems with off-road vehicles and littering on the property.

After careful deliberation, the Planning Commission unanimously approved the request for a Special Use. They felt that the Township's maintenance plan for the property and the ability to prohibit offroad vehicles would improve the situation for adjoining property owners. The Planning Commission attached the following conditions of approval:

1. Prior to installation of the trail, construction details and engineering documents will be required to be submitted for review and approval by Oshtemo Township's Civil Engineer and any other applicable regulatory entities.
2. Trail hours will be sunrise to 30 minutes after sunset.
3. If additional restrooms and/or parking are deemed necessary, a restroom and/or parking lot will be provided where the trail intersects with 6th Street. The installation of this parking lot or a trail head will be required to go through the Special Use review processes and a public hearing.
4. Stop signs will be installed along the trail both east and west of 6<sup>th</sup> Street.
5. Applicant to coordinate with property owners at 4310 S 7th Street (and others) regarding a landscaping buffer or a privacy fence to screen the existing residence from the trail.
6. A sign will be installed alerting potential trail users that there is no public access or parking at the end of 7<sup>th</sup> Street.
7. Access easements will be provided to properties that have land on both sides of the trail.
8. If gates are installed across the trail in the future, they will be accessible to the Fire Department.
9. When the trail is being designed an open house will be held with neighboring property owners.

Minutes of the Planning Commission hearing, including letters of support from Township residents, Texas Township, the Kalamazoo Bicycle Club, Disability Network, and a petition opposing the project can be found here: <https://oshtemo.org/wp-content/uploads/2020/03/Approved-02-27-20-PC-Minutes.pdf>

Planning Commission agenda packet with **GO! Green Oshtemo** excerpts, a concept plan and maintenance plan can be found here: <https://www.oshtemo.org/wp-content/uploads/2020/02/02-27-2020-PC-Packet.pdf>

CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

**Resolution Authorizing Submission of a Michigan Natural Resources  
Trust Fund Application for Land Acquisition for Future Fruitbelt Trail  
and to Match With Donated Funds**

**March 24, 2020**

WHEREAS, Oshtemo Charter Township supports the submission of an application titled, “Land Acquisition for Future Fruitbelt Trail” to the Michigan Natural Resources Trust Fund to acquire 35 acres of land for a future nonmotorized trail beginning at Flesher Field, 3664 South 9<sup>th</sup> Street, and extending approximately two miles to the Township’s south border, approximately 700’ east of 5<sup>th</sup> Street; and

WHEREAS, the proposed application is supported by the **GO! Green Oshtemo** Plan for Parks and Recreation, Nonmotorized Transportation, and Conservation, Oshtemo Township’s approved Five Year Parks and Recreation Master Plan for 2019-2023; and

WHEREAS, the Oshtemo Township Planning Commission approved a Special Use Permit to allow development of the future Fruitbelt Trail on February 27, 2020; and

WHEREAS, Oshtemo Charter Township is seeking \$58,000 from Michigan Natural Resources Trust Fund and commits to providing 25% match for the project by the seller providing a donation of 25% (or more as needed) of the acquisition cost.

NOW, THEREFORE, IT IS HEREBY RESOLVED that Oshtemo Charter Township hereby authorizes submission of a Michigan Natural Resources Trust Fund application for \$58,000, and further resolves to make available its financial obligation amount of \$20,000 (25%) of a total \$78,000 project cost, through a donation by the seller.

A motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt/deny the foregoing Resolution.

Upon a roll call vote, the following voted "Aye":

The following voted "Nay":

The following "Abstained":

The Supervisor declared that the Resolution has been \_\_\_\_\_.  
(adopted/denied)

\_\_\_\_\_  
DUSTY FARMER, Clerk  
Oshtemo Charter Township

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CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on March 24, 2020, at which meeting \_\_\_\_\_ members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

\_\_\_\_\_  
DUSTY FARMER, Township Clerk