

OSHTEMO CHARTER TOWNSHIP BOARD

**7275 West Main Street
Kalamazoo, MI 49009
269.375.4260**

April 14, 2020

The following action is being taken following Governor Whitmer's recent Executive Orders regarding COVID19.

The 6 PM OSHTEMO TOWNSHIP BOARD WORK SESSION IS CANCELLED

REGULAR MEETING

7:15 p.m.

(Refer www.oshtemo.org Notice Board for Virtual Meeting Information, or page 3 of packet)

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Virtual Meeting Policy & Public Comment Policy Amendment for Virtual Meetings
4. Consent Agenda
 - a. Approve Minutes February 25, 2020 Regular Meeting
 - b. Receipts and Disbursements
 - c. Consideration of Selling Three Fire Department SUVs
 - d. Oshtemo Offices Cleaning
 - e. Consideration of Participating in the County Hazard Mitigation Plan
 - f. DDA COVID19 Emergency Assistance Programs Budget Amendment
 - g. Drake Road Path – Safety Project Contract Award
 - h. Drake Farmstead Park Budget Amendment
 - i. Tax Exemption Ordinance Amendment - Second Reading
 - j. Oshtemo Police Protection Contract Amendment to Add Deputies
5. Sanitary Sewer
 - i. USDA, Kalamazoo County Environmental Health, City of Kalamazoo Wastewater Plant Engineer, Bond Counsel, Municipal Financiers
 - ii. Public Comment (Public Comment & Board Discussion)
 - iii. Consideration of Hardship Assistance Program & Ordinance
 - iv. Update on USDA Phase 1
 - v. Consideration of Future Sewer Capital Improvement Plan Update
6. Consideration of 2020 Road Maintenance Projects in Partnership with Kalamazoo County Road Commission Through PAR Program (Public Comment)
7. Other Township Business
8. Public Comment
9. Board Member Comments
10. Adjournment

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

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

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

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

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

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

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

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am- 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

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

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

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 645 083 785**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet or smartphone then you can join via conference call by following instructions below.

To join the conference by phone:

1. On your phone, dial the toll-free teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **645 083 785#**
3. When prompted using your touchtone (DTMF) keypad, enter the meeting password: **854 839#**

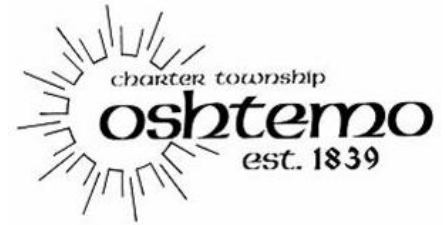
Participant controls in the lower-left corner of the Zoom screen:



Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.



Memorandum

Date: 10 April 2020
To: Township Board
From: Josh Owens, Assistant to the Supervisor
Subject: Electronic Meetings Policy

Objective

Township Board consideration of the Electronic Meetings Policy.

Background

On March 24, 2020, Governor Whitmer issued Executive Order 2020-15, which suspends aspects of the Open Meetings Act, allowing for public meetings to be held electronically through April 15, 2020. That order has since been extended through April 30, 2020. The Executive Order states;

“A meeting of a public body may be held electronically, including by telephonic conferencing or video conferencing, in a manner in which both the general public and the members of the public body may participate by electronic means.

A meeting of a public body held electronically must be conducted in a manner that permits two-way communication so that members of the public body can hear and be heard by other members of the public body and so that general public participants can hear members of the public body and can be heard by members of the public body and other participants during a public comment period. The public body also may use technology to facilitate typed public comments that may be read to or shared with members of the public body and other participants.”

The attached policy addresses how the Township will conform to the requirements of the Governor’s Executive Order 2020-15.

Oshtemo Township Electronic Meeting Policy (4-14-2020)

Governor Gretchen Whitmer in response to the novel coronavirus (COVID-19) outbreak has declared a State of Emergency and issued an Executive Order temporarily suspending portions of the Michigan Open Meetings Act, MCL 15.261 *et seq.* requiring meetings of public bodies to be in a physical place open to the public and requiring the physical presence of members of the body.

The Township will continue to conduct public business in a manner permitting both the general public and members of the Township Board, Planning Commission, Zoning Board of Appeals (ZBA) and Downtown Development Authority (DDA) to participate by electronic means and shall do so following these rules:

Meetings

Oshtemo Township public meetings may meet and conduct its regular, special and emergency meetings by electronic means using telephone conferencing or video conferencing technology without regard to the physical place and physical presence requirements of the Open Meetings Act (OMA), MCL 15.261 *et seq.* when the Governor has declared a statewide or local State of Emergency and has issued an Executive Order suspending provisions of the OMA. Public meetings will be held in compliance with the Governor's Executive Order or any extension of the Executive Order by the Legislature. The Township Board may adopt rules governing the orderly conduct of electronic meetings while permitting the electronic attendance and participation of the public during the meeting.

The order of business for regular, special or emergency Township Board meetings conducted electronically and held during a declared statewide or local State of Emergency shall be as follows (Planning Commission, ZBA, and DDA order of business will vary slightly):

- Call to Order/Roll Call
- Pledge of Allegiance
- Approval of Agenda
- Consent Agenda
- Regular Agenda
- Other Township Business
- Public Comment
- Adjournment

An item on the Consent Agenda may be moved to the Regular Agenda for individual discussion and action at the request of any Board Member, or by anyone participating in the meeting. A member of the public desiring to move an item from the Consent Agenda to the Regular Agenda must so request when the Consent Agenda is introduced.

Public Comment

During public meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, may identify themselves for the record and whether they are a Township resident. Comments will be limited to four minutes for each speaker unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting per existing policy.



Memo

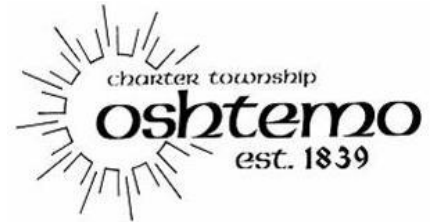


To: Libby Heiny-Cogswell, Township Supervisor
From: M. Barnes, Fire Chief
Date: February 25, 2020
Re: Sale of used fire vehicles.

With the 2020 approved purchase of three replacement small vehicles, this memo is requesting permission to dispose of the units that will be taken out of service.

The Ford Explorer could be ready within the next 30-days. However, since the replacements for the two GMC Yukon's are anticipated to be months from arriving, I don't expect their not being ready until late summer at the earliest.

OFD ID	Mfg. Year	VIN	Chassis Mfg. Name	Body Mfg. Name
504	2010	1FMEU7DE3AUA67822	Ford	Explorer
551	2008	1GKFK16338J238401	GMC	Yukon
552	2008	1GKFK16338J239404	GMC	Yukon



Memorandum

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

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.)



Memo



To: Libby Heiny-Cogswell, Township Supervisor

From: M. Barnes, Fire Chief

Date: April 8, 2020

Re: Requesting Oshtemo's Participation in Countywide 2020 Hazard Mitigation Planning

Request:

That Oshtemo provide a motion, and passing vote, noting the Township's intent to participate in the 2020 planning and eventual consideration of adopting Kalamazoo County's Hazard Mitigation Plan (KCHMP).

Background:

The Kalamazoo County Hazard Mitigation Plan (KCHMP) is a functional public document based on an "All-Hazards/Whole Community" approach to resiliency, as mandated at the State (Michigan State Police - MSP) and Federal (FEMA) levels.

The current version of the Plan is outdated and did not have full local community participation during the last revision cycle. This has resulted in some communities needing pre-disaster mitigation and post-disaster relief assistance and not being eligible to receive it. These communities may face long-term, costly processes to rectify and recover. Proudly, Oshtemo was one of the 10 participants.

The KCHMP must be updated to reflect recent and ongoing changes in the threats and hazards we face and the way they are prioritized, and to better address the needs of at-risk populations county-wide. Ideally, local jurisdictional participation to be as close to 100% as possible.

There is no monetary cost associated with participating on this effort, and there are tremendous benefits to be realized in early identification of threats and hazards to people and property, businesses, and the environment. Kalamazoo County's Office of Emergency Management will be available to guide and assist in substantive and meaningful ways in order to minimize time and effort on the part of participating jurisdictions.

Memo

To: Oshtemo Charter Township Board
From: Iris Lubbert, AICP
Planning Director
Date: April 6, 2020
Mtg. Date: April 14, 2020
Subject: Downtown Development Authority Budget Amendment



OBJECTIVE

Approval of an amendment to the Downtown Development Authority's 2020 budget in the amount of \$100,000.00 in order to implement two COVID-19 Emergency Assistance Programs: \$90,000.00 to fund a Small Business Emergency Assistance Grants Program and \$10,000.00 to fund a Gift Card Program.

BACKGROUND

As a response to the rapid spread of COVID-19 Governor Whitmer instituted Executive Order No. 2020-21, effective as of March 24th, which in essence is a "shelter in place" order that requires all activities not necessary to sustain or protect life to be suspended through April 13, 2020 or longer if deemed necessary. At this time, it is anticipated that the "shelter in place" order will be extended through the end of April. These restrictions limit or, in some cases, prohibit routine business transactions from occurring which has significant implications for small businesses.

In effect, business owners are no longer able to generate revenue as before, which will negatively impact their cashflows and ability to continue operations. If unaddressed, this issue could lead to business's needing to close, additional reductions in the workforce, the decline of property values, and ultimately contribute to structure deterioration from the inability of upkeep and the growth of blight. Luckily the federal and state governments are aware of these implications and have started various grant and loan programs to try to ensure that local businesses have the resources they need to withstand the coming weeks.

Downtown Development Authorities were created for the purposes of:

- Promoting health, safety, prosperity, security and general welfare
- Preventing property value or structure deterioration
- Halting or preventing the growth of blighted areas
- Assisting municipalities in the development and redevelopment of such districts

Helping businesses in this time of need falls well within the scope of the Oshtemo Downtown Development Authority (DDA). As such, the DDA Board would like to assist businesses within the DDA boundary by offering two programs until funds runs out:

1. A Small Business Emergency Grants Program where up to \$2,500.00 can be awarded to eligible businesses to help cover operational expenses.
2. A gift card program, similar to the program currently being implemented by Downtown Kalamazoo, where the DDA would incentivize the purchase of gift cards from business by matching every \$0.75 purchased with \$0.25.

At their March 31st, 2020 emergency meeting, the DDA approved a motion for the Township Board to consider carrying over \$100,000.00 from the DDA's fund equity balance to create a new line item in the DDA 2020 Budget: COVID-19 Emergency Assistance Programs. Of the \$100,000.00, \$90,000.00 will fund a Small Business Emergency Assistance Grants Program and \$10,000.00 will fund a Gift Card Program. Please note that these programs are only a stop gap and not intended to sustain businesses over the long term.

Attached: *DDA 2020 Budget Amendment Request*

Clear Form

BUDGET AMENDMENT REQUEST

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

Date: 04/06/2020

Department Head Name: Iris Lubbert

Fund Name: 900 DDA

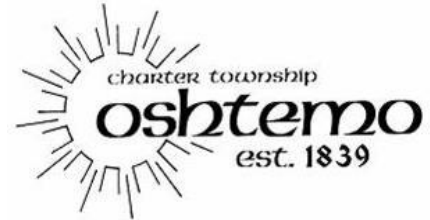
		Amount
Additional Funds Request for: (description and GL number)	<u>Create new GL number</u>	<u>COVID-19 Emergency Assistance Programs</u> \$ 100,000.00
	_____	_____
	_____	_____ \$ 100,000.00
Funds requested from: (description and GL number)	<u>900-001-40100</u>	<u>Carryover</u> \$ 100,000.00
	_____	_____
	_____	_____
	_____	_____ \$ 100,000.00

Explanation of request:

Creation of a new line item in the DDA's 2020 Budget - COVID-19 Emergency Assistance Programs - and carrying over \$100,000.00 from the DDA's fund equity balance to this new line item. Of the \$100,000.00, \$90,000.00 will fund a Small Business Emergency Assistance Grants Program and \$10,000.00 will fund a Gift Card Program.

Supervisor Review: LibbyHC 4/9/20
(pending or date reviewed)

Board Authorization: _____
(pending or date authorized)



Memorandum

Date: April 9, 2020
To: Township Board
From: Marc Elliott, P.E., Director of Public Works
Subject: Drake Road Path Bid Results – Safety Grant (Green Meadow Rd to KL Ave)

OBJECTIVE

Inform the Board of Bids Received by MDOT to Construct the Safety Grant Portion of the Drake Road Non-motorized Path.

DISCUSSION

Contractor sealed bids to construct the Drake Road Path from Green Meadow to KL Avenue were received through the MDOT system (Letting Call 2004 067) and opened on Friday, April 3rd. The as-read low bidder is Brenner Excavating, Inc for an amount of \$626,821.42. This price is 1.56% below the engineer's (VIRIDIS Design) estimate.

Board members will recall that the City of Kalamazoo, as an eligible Act 51 Road Agency, originally sponsored a safety grant application to MDOT for this project. Since then, the scope was changed to avoid the AMTRAK crossing (permitting of which remains unresolved). The sponsoring agency was also changed to RCKC because the remaining scope of work is now entirely within the RCKC's ROW authority. RCKC is now the contracting agency and will receive the Safety Grant funds (\$316,375.71) on the Township's behalf. By existing contract between RCKC and Oshtemo, the Township is obligated to reimburse RCKC project costs in excess of the eligible grant funds. Project expenses are within current approved Oshtemo budget.

MDOT and RCKC will need to formally accept the bid and execute the construction contract. A construction schedule will be one of the Contractor's first submittals. The project bid to be completed during the period of summer break for the public school system. Because the school is currently on break due to Covid-19, the Contractor will be encouraged to start early in order to reduce conflicts with the RCKC scheduled Drake Road paving project.

RECOMMENDATION

No Action Requested – Information Item.

ATTACHMENT

1. Bids as Checked (MDOT)
2. Bids as Tabulated (MDOT)

Letting of April 3, 2020

Letting Call: 2004 067

Project: HSIP 39609-127385

Local Agreement: 20-5039

Start Date: June 15, 2020

Low Bid: \$626,821.24

Engineer Estimate: \$636,757.00

Pct Over/Under Estimate: -1.56 %

Completion Date: September 24, 2021

Description:

0.40 mi of hot mix asphalt shared use path, concrete curb, gutter, sidewalk and ramps and signing on Drake Road from KL Avenue to Green Meadow Road in the city of Kalamazoo, Kalamazoo County. This is a Local Agency project.

3.00 % DBE participation required

Bidder	As-Submitted	As-Checked	
Brenner Excavating, Inc.	\$626,821.24	Same	1 **
Peters Construction Co.	\$857,999.14	Same	2
Kamminga & Roodvoets, Inc.	\$909,193.80	Same	3

Total Number of Bidders: 3



Tabulation of Bids

Report v1

Call Number: 067

Contract ID: 39609-127385

Project(s): 20A0357

Letting Date: April 03, 2020

Region(s): Kalamazoo TSC

Counties: Kalamazoo County

Contract Time: 09/24/21 COMPLETION DATE

Contract Description: 0.40 mi of hot mix asphalt shared use path, concrete curb, gutter, sidewalk and ramps and signing on Drake Road from KL Avenue to Green Meadow Road in the city of Kalamazoo, Kalamazoo County. This is a Local Agency project. ** 636 Ea or 636 J **In addition to the above minimum prequalification requirement for prime contractors this project includes a subclassification of Ea. If the prime contractor is not prequalified in this subclassification it must use a prequalified subcontractor. This subcontractor must be designated prior to award of the contract to the confirmed low bidder.

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST- - Engineer's Estimate	\$636,757.00	101.59%	100.00%
1	02123 - Brenner Excavating, Inc.	\$626,821.24	100.00%	98.44%
2	00436 - Peters Construction Co.	\$857,999.14	136.88%	134.75%
3	00152 - Kamminga & Roodvoets, Inc.	\$909,193.80	145.05%	142.79%



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.	
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units						
Section ID/Descr: 1 - Road Work							
0010	1500001 (1)	57,800.00000	57,800.00	24,190.00000	24,190.00	39,500.00000	39,500.00
	Mobilization, Max \$57,800.00		LSUM				
0020	2020004 24.000	300.00000	7,200.00	223.00000	5,352.00	333.93000	8,014.32
	Tree, Rem, 6 inch to 18 inch		Ea				
0030	2020006 3.000	250.00000	750.00	252.00000	756.00	339.59000	1,018.77
	Stump, Rem, 19 inch to 36 inch		Ea				
0040	2040020 660.000	12.00000	7,920.00	5.95000	3,927.00	12.49000	8,243.40
	Curb and Gutter, Rem		Ft				
0050	2040050 450.000	13.00000	5,850.00	6.75000	3,037.50	9.87000	4,441.50
	Pavt, Rem		Syd				
0060	2050023 965.000	21.00000	20,265.00	15.20000	14,668.00	37.80000	36,477.00
	Granular Material, CI II		Cyd				
0070	2050041 500.000	15.00000	7,500.00	22.00000	11,000.00	24.49000	12,245.00
	Subgrade Undercutting, Type II		Cyd				
0080	2057002 23.000	1,200.00000	27,600.00	1,748.00000	40,204.00	7,480.38000	172,048.74
	_ Station Grading		Sta				



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.		
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
Alt Set / Alt Member	Quantity and Units							
Section ID/Descr: 1 - Road Work								
0090	2080020	18.000	150.00000	2,700.00	75.50000	1,359.00	135.73000	2,443.14
	Erosion Control, Inlet Protection, Fabric Drop	Ea						
0100	2080036	1,800.000	3.00000	5,400.00	2.10000	3,780.00	3.24000	5,832.00
	Erosion Control, Silt Fence	Ft						
0110	3020016	2,850.000	15.00000	42,750.00	11.50000	32,775.00	17.95000	51,157.50
	Aggregate Base, 6 inch	Syd						
0120	4030005	5.000	395.00000	1,975.00	649.00000	3,245.00	425.68000	2,128.40
	Dr Structure Cover, Adj, Case 1	Ea						
0130	5010025	10.000	215.00000	2,150.00	222.50000	2,225.00	226.39000	2,263.90
	Hand Patching	Ton						
0140	5010061	80.000	110.00000	8,800.00	139.00000	11,120.00	141.50000	11,320.00
	HMA Approach	Ton						
0150	6020015	200.000	35.00000	7,000.00	44.20000	8,840.00	47.09000	9,418.00
	Conc Base Cse, Nonreinf, 6 inch	Syd						



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.		
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
Alt Set / Alt Member	Quantity and Units							
Section ID/Descr: 1 - Road Work								
0160	8020023	350.000	20.00000	7,000.00	25.90000	9,065.00	27.67000	9,684.50
	Curb and Gutter, Conc, Det C4	Ft						
0170	8020050	52.000	22.00000	1,144.00	25.90000	1,346.80	34.21000	1,778.92
	Driveway Opening, Conc, Det M	Ft						
0180	8027001	40.000	20.00000	800.00	28.10000	1,124.00	39.27000	1,570.80
	_ Concrete Header Curb	Ft						
0190	8030030	80.000	22.00000	1,760.00	25.90000	2,072.00	30.95000	2,476.00
	Curb Ramp Opening, Conc	Ft						
0200	8030036	860.000	6.00000	5,160.00	6.60000	5,676.00	8.48000	7,292.80
	Sidewalk Ramp, Conc, 6 inch	Sft						
0210	8030044	260.000	5.00000	1,300.00	6.00000	1,560.00	7.52000	1,955.20
	Sidewalk, Conc, 4 inch	Sft						
0220	8037001	86.000	50.00000	4,300.00	77.90000	6,699.40	79.24000	6,814.64
	_ Detectable Warning Surface, Cast Iron	Ft						



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.	
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units						
Section ID/Descr: 1 - Road Work							
0230	8060040	450.000	100.00000 45,000.00	92.90000	41,805.00	94.52000	42,534.00
	Shared use Path, HMA	Ton					
0240	8080011	640.000	45.00000 28,800.00	25.60000	16,384.00	33.51000	21,446.40
	Fence, Chain Link, 48 inch	Ft					
0250	8100371	192.000	8.00000 1,536.00	5.55000	1,065.60	5.66000	1,086.72
	Post, Steel, 3 lb	Ft					
0260	8100402	6.000	50.00000 300.00	22.20000	133.20	22.64000	135.84
	Sign, Type III, Erect, Salv	Ea					
0270	8100403	8.000	25.00000 200.00	22.20000	177.60	22.64000	181.12
	Sign, Type III, Rem	Ea					
0280	8100404	6.000	15.00000 90.00	20.00000	120.00	20.38000	122.28
	Sign, Type IIIA	Sft					
0290	8100405	11.000	16.00000 176.00	20.00000	220.00	20.38000	224.18
	Sign, Type IIIB	Sft					
0300	8107001	275.000	25.00000 6,875.00	21.80000	5,995.00	40.54000	11,148.50
	_ Timber Wall, Rem	Ft					



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.	
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units						
Section ID/Descr: 1 - Road Work							
0310	8107051 (1)	15,000.00000	15,000.00	5,189.00000	5,189.00	4,527.67000	4,527.67
	_ Misc Appurtenances, Install Salv LSUM						
0320	8107051 (1)	5,000.00000	5,000.00	5,189.00000	5,189.00	4,527.67000	4,527.67
	_ Misc Appurtenances, Rem and Salv LSUM						
0330	8107052 6,084.000	35.00000	212,940.00	41.90000	254,919.60	43.08000	262,098.72
	_ Segmental Block Retaining Wall Sft						
0340	8120022 20.000	85.00000	1,700.00	44.50000	890.00	45.28000	905.60
	Barricade, Type III, High Intensity, Lighted, Furn Ea						
0350	8120023 20.000	1.00000	20.00	1.10000	22.00	1.13000	22.60
	Barricade, Type III, High Intensity, Lighted, Oper Ea						
0360	8120026 10.000	150.00000	1,500.00	89.00000	890.00	90.56000	905.60
	Pedestrian Type II Barricade, Temp Ea						
0370	8120140 1.000	1,000.00000	1,000.00	361.50000	361.50	367.89000	367.89
	Lighted Arrow, Type C, Furn Ea						



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.		
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
Alt Set / Alt Member	Quantity and Units							
Section ID/Descr: 1 - Road Work								
0380	8120141	1.000	25.00000	25.00	1.10000	1.10	1.13000	1.13
	Lighted Arrow, Type C, Oper	Ea						
0390	8120170	(1)	25,000.00000	25,000.00	11,375.00000	11,375.00	21,914.01000	21,914.01
	Minor Traf Devices	LSUM						
0400	8120250	150.000	25.00000	3,750.00	16.70000	2,505.00	16.98000	2,547.00
	Plastic Drum, High Intensity, Furn	Ea						
0410	8120251	150.000	0.50000	75.00	1.10000	165.00	1.13000	169.50
	Plastic Drum, High Intensity, Oper	Ea						
0420	8120330	4.000	1,500.00000	6,000.00	1,001.00000	4,004.00	1,018.78000	4,075.12
	Sign, Portable, Changeable Message, Furn	Ea						
0430	8120331	4.000	50.00000	200.00	111.00000	444.00	113.20000	452.80
	Sign, Portable, Changeable Message, Oper	Ea						
0440	8120350	208.000	6.00000	1,248.00	5.55000	1,154.40	5.66000	1,177.28
	Sign, Type B, Temp, Prismatic, Furn	Sft						



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.	
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member	Quantity and Units						
Section ID/Descr: 1 - Road Work							
0450	8120351	208.000	1.00000 208.00	0.28000	58.24	0.28000	58.24
	Sign, Type B, Temp, Prismatic, Oper	Sft					
0460	8120370	(1)	4,000.00000 4,000.00	6,468.00000	6,468.00	3,195.40000	3,195.40
	Traf Regulator Control	LSUM					
0470	8150001	(1)	4,000.00000 4,000.00	4,000.00000	4,000.00	4,000.00000	4,000.00
	Site Preparation, Max \$4,000	LSUM					
0480	8150002	(1)	5,000.00000 5,000.00	8,342.00000	8,342.00	6,791.84000	6,791.84
	Watering and Cultivating, First Season, Min \$5,000	LSUM					
0490	8150003	(1)	5,000.00000 5,000.00	5,562.00000	5,562.00	7,471.03000	7,471.03
	Watering and Cultivating, Second Season, Min \$5,000	LSUM					
0500	8150145	5.000	500.00000 2,500.00	389.50000	1,947.50	396.19000	1,980.95
	Acer rubrum Red Sunset, 2 inch	Ea					
0510	8150511	10.000	45.00000 450.00	83.40000	834.00	64.52000	645.20
	Berberis thunbergii Crimson Pygmy, #3 cont.	Ea					



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.		
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
Alt Set / Alt Member	Quantity and Units							
Section ID/Descr: 1 - Road Work								
0520	8151938	34.000	40.00000	1,360.00	83.40000	2,835.60	56.60000	1,924.40
	Juniperus chinensis Pfitzeriana Compacta, #3 cont.	Ea						
0530	8152650	20.000	30.00000	600.00	55.60000	1,112.00	39.62000	792.40
	Pennisetum alopecuroides, #2 cont.	Ea						
0540	8152760	11.000	400.00000	4,400.00	417.00000	4,587.00	441.47000	4,856.17
	Picea glauca, 8 foot	Ea						
0550	8153170	12.000	40.00000	480.00	55.60000	667.20	65.65000	787.80
	Rhus aromatica, #3 cont.	Ea						
0560	8160028	1,000.000	1.00000	1,000.00	1.10000	1,100.00	1.08000	1,080.00
	Mulch Blanket, High Velocity	Syd						
0570	8167001	300.000	10.00000	3,000.00	13.30000	3,990.00	13.92000	4,176.00
	_ Landscape Edging, Steel	Ft						
0580	8167002	23.000	800.00000	18,400.00	1,210.00000	27,830.00	1,458.90000	33,554.70
	_ Slope Restoration, General	Sta						



Tabulation of Bids

Line No / Item ID		(0) Engineer's Estimate		(1) Brenner Excavating, Inc.		(2) Peters Construction Co.		
Item Description		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount	
Alt Set / Alt Member	Quantity and Units							
Section ID/Descr: 1 - Road Work								
0590	8167021	85.000	20.00000	1,700.00	83.40000	7,089.00	59.43000	5,051.55
	_ Planting Mix, 12 inch deep	Cyd						
0600	8167021	30.000	20.00000	600.00	83.40000	2,502.00	73.58000	2,207.40
	_ Shredded Bark Mulch	Cyd						
0610	8230421	2.000	250.00000	500.00	432.50000	865.00	364.95000	729.90
	Water Shutoff, Adj, Case 1	Ea						
Section Totals:				\$636,757.00		\$626,821.24		\$857,999.14
Contract Item Totals:			\$636,757.00		\$626,821.24		\$857,999.14	
Contract Grand Totals:			\$636,757.00		\$626,821.24		\$857,999.14	

() indicates item is bid as Lump Sum



Tabulation of Bids

Line No / Item ID		(3) Kamminga & Roodvoets, Inc.					
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0010	1500001 (1)	57,800.00000	57,800.00				
	Mobilization, Max \$57,800.00 LSUM						
0020	2020004 24.000	295.00000	7,080.00				
	Tree, Rem, 6 inch to 18 inch Ea						
0030	2020006 3.000	300.00000	900.00				
	Stump, Rem, 19 inch to 36 inch Ea						
0040	2040020 660.000	9.00000	5,940.00				
	Curb and Gutter, Rem Ft						
0050	2040050 450.000	10.00000	4,500.00				
	Pavt, Rem Syd						
0060	2050023 965.000	20.00000	19,300.00				
	Granular Material, CI II Cyd						
0070	2050041 500.000	15.00000	7,500.00				
	Subgrade Undercutting, Type II Cyd						



Tabulation of Bids

Line No / Item ID		Quantity and Units	(3) Kamminga & Roodvoets, Inc.					
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member								
Section ID/Descr: 1 - Road Work								
0080	2057002	23.000	6,900.00000	158,700.00				
	_ Station Grading	Sta						
0090	2080020	18.000	150.00000	2,700.00				
	Erosion Control, Inlet Protection, Fabric Drop	Ea						
0100	2080036	1,800.000	2.50000	4,500.00				
	Erosion Control, Silt Fence	Ft						
0110	3020016	2,850.000	17.00000	48,450.00				
	Aggregate Base, 6 inch	Syd						
0120	4030005	5.000	600.00000	3,000.00				
	Dr Structure Cover, Adj, Case 1	Ea						
0130	5010025	10.000	590.00000	5,900.00				
	Hand Patching	Ton						
0140	5010061	80.000	170.00000	13,600.00				
	HMA Approach	Ton						



Tabulation of Bids

Line No / Item ID		Quantity and Units	(3) Kamminga & Roodvoets, Inc.					
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member								
Section ID/Descr: 1 - Road Work								
0150	6020015	200.000	40.00000	8,000.00				
	Conc Base Cse, Nonreinf, 6 inch	Syd						
0160	8020023	350.000	20.00000	7,000.00				
	Curb and Gutter, Conc, Det C4	Ft						
0170	8020050	52.000	25.00000	1,300.00				
	Driveway Opening, Conc, Det M	Ft						
0180	8027001	40.000	28.00000	1,120.00				
	_ Concrete Header Curb	Ft						
0190	8030030	80.000	25.00000	2,000.00				
	Curb Ramp Opening, Conc	Ft						
0200	8030036	860.000	6.15000	5,289.00				
	Sidewalk Ramp, Conc, 6 inch	Sft						
0210	8030044	260.000	4.40000	1,144.00				
	Sidewalk, Conc, 4 inch	Sft						



Tabulation of Bids

Line No / Item ID		(3) Kamminga & Roodvoets, Inc.					
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount

Section ID/Descr: 1 - Road Work

0220	8037001	86.000	55.00000	4,730.00			
	_ Detectable Warning Surface, Cast Iron	Ft					
0230	8060040	450.000	107.00000	48,150.00			
	Shared use Path, HMA	Ton					
0240	8080011	640.000	23.00000	14,720.00			
	Fence, Chain Link, 48 inch	Ft					
0250	8100371	192.000	7.00000	1,344.00			
	Post, Steel, 3 lb	Ft					
0260	8100402	6.000	55.00000	330.00			
	Sign, Type III, Erect, Salv	Ea					
0270	8100403	8.000	25.00000	200.00			
	Sign, Type III, Rem	Ea					
0280	8100404	6.000	19.50000	117.00			
	Sign, Type IIIA	Sft					



Tabulation of Bids

Line No / Item ID		Quantity and Units	(3) Kamminga & Roodvoets, Inc.					
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member								
Section ID/Descr: 1 - Road Work								
0290	8100405	11.000	20.00000	220.00				
Sign, Type IIIB		Sft						
0300	8107001	275.000	20.00000	5,500.00				
_ Timber Wall, Rem		Ft						
0310	8107051	(1)	3,500.00000	3,500.00				
_ Misc Appurtenances, Install Salv		LSUM						
0320	8107051	(1)	4,000.00000	4,000.00				
_ Misc Appurtenances, Rem and Salv		LSUM						
0330	8107052	6,084.000	40.25000	244,881.00				
_ Segmental Block Retaining Wall		Sft						
0340	8120022	20.000	75.00000	1,500.00				
Barricade, Type III, High Intensity, Lighted, Furn		Ea						
0350	8120023	20.000	1.00000	20.00				
Barricade, Type III, High Intensity, Lighted, Oper		Ea						



Tabulation of Bids

Line No / Item ID		(3) Kamminga & Roodvoets, Inc.					
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount

Section ID/Descr: 1 - Road Work

0360	8120026	10.000	60.00000	600.00			
	Pedestrian Type II Barricade, Temp	Ea					
0370	8120140	1.000	850.00000	850.00			
	Lighted Arrow, Type C, Furn	Ea					
0380	8120141	1.000	25.00000	25.00			
	Lighted Arrow, Type C, Oper	Ea					
0390	8120170	(1)	128,250.00000	128,250.00			
	Minor Traf Devices	LSUM					
0400	8120250	150.000	15.00000	2,250.00			
	Plastic Drum, High Intensity, Furn	Ea					
0410	8120251	150.000	0.10000	15.00			
	Plastic Drum, High Intensity, Oper	Ea					
0420	8120330	4.000	1,750.00000	7,000.00			
	Sign, Portable, Changeable Message, Furn	Ea					



Tabulation of Bids

Line No / Item ID		(3) Kamminga & Roodvoets, Inc.					
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0430	8120331	4.000	50.00000	200.00			
	Sign, Portable, Changeable Message, Oper	Ea					
0440	8120350	208.000	6.00000	1,248.00			
	Sign, Type B, Temp, Prismatic, Furn	Sft					
0450	8120351	208.000	0.10000	20.80			
	Sign, Type B, Temp, Prismatic, Oper	Sft					
0460	8120370	(1)	2,500.00000	2,500.00			
	Traf Regulator Control	LSUM					
0470	8150001	(1)	4,000.00000	4,000.00			
	Site Preparation, Max \$4,000	LSUM					
0480	8150002	(1)	7,500.00000	7,500.00			
	Watering and Cultivating, First Season, Min \$5,000	LSUM					
0490	8150003	(1)	5,000.00000	5,000.00			
	Watering and Cultivating, Second Season, Min \$5,000	LSUM					



Tabulation of Bids

Line No / Item ID		(3) Kamminga & Roodvoets, Inc.					
Item Description							
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0500	8150145	5.000	350.00000	1,750.00			
	Acer rubrum Red Sunset, 2 inch	Ea					
0510	8150511	10.000	75.00000	750.00			
	Berberis thunbergii Crimson Pygmy, #3 cont.	Ea					
0520	8151938	34.000	75.00000	2,550.00			
	Juniperus chinensis Pfitzeriana Compacta, #3 cont.	Ea					
0530	8152650	20.000	50.00000	1,000.00			
	Pennisetum alopecuroides, #2 cont.	Ea					
0540	8152760	11.000	375.00000	4,125.00			
	Picea glauca, 8 foot	Ea					
0550	8153170	12.000	50.00000	600.00			
	Rhus aromatica, #3 cont.	Ea					
0560	8160028	1,000.000	1.00000	1,000.00			
	Mulch Blanket, High Velocity	Syd					



Tabulation of Bids

Line No / Item ID		Quantity and Units	(3) Kamminga & Roodvoets, Inc.					
Item Description			Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Alt Set / Alt Member								
Section ID/Descr: 1 - Road Work								
0570	8167001	300.000	12.00000	3,600.00				
_ Landscape Edging, Steel		Ft						
0580	8167002	23.000	1,300.00000	29,900.00				
_ Slope Restoration, General		Sta						
0590	8167021	85.000	75.00000	6,375.00				
_ Planting Mix, 12 inch deep		Cyd						
0600	8167021	30.000	75.00000	2,250.00				
_ Shredded Bark Mulch		Cyd						
0610	8230421	2.000	450.00000	900.00				
Water Shutoff, Adj, Case 1		Ea						
				\$909,193.80				



Tabulation of Bids

Report v1

Contract Item Totals:	\$909,193.80		
Contract Grand Totals:	\$909,193.80		

() indicates item is bid as Lump Sum

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)	_____	_____
	_____	_____
	_____	_____

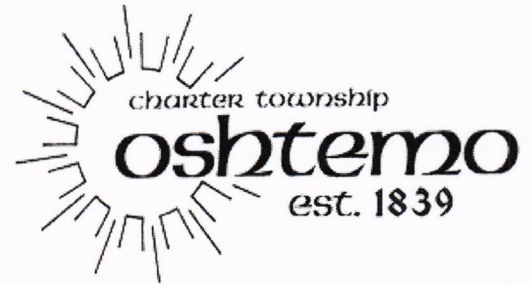
Funds requested from: (description and GL number)	_____	_____
	_____	_____
	_____	_____
	_____	_____

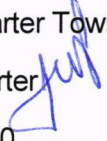
Explanation of request:

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

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.

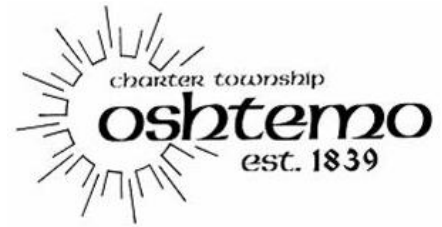
Sec. X.

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

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 28th, 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

Base Cost Per Position

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

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

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

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.

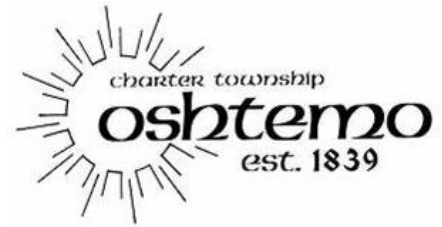
Deputy Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
NF19 - A Step	\$ 21.08	\$ 2.11	\$ 12.52	\$ 35.71
NF19 - B Step	\$ 22.35	\$ 2.24	\$ 13.28	\$ 37.87
NF19 - C Step	\$ 23.60	\$ 2.36	\$ 14.02	\$ 39.98
NF19 - D Step	\$ 24.88	\$ 2.49	\$ 14.78	\$ 42.15
NF19 - E Step	\$ 26.15	\$ 2.62	\$ 15.54	\$ 44.31
NF19 - F Step	\$ 27.41	\$ 2.74	\$ 16.28	\$ 46.43
NF19 - G Step	\$ 28.67	\$ 2.87	\$ 17.03	\$ 48.57
NF19 - H Step	\$ 29.94	\$ 2.99	\$ 17.78	\$ 50.71
F19 - A Step	\$ 23.42	\$ 2.34	\$ 13.91	\$ 39.67
F19 - B Step	\$ 24.83	\$ 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	\$ 31.86	\$ 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.

Sergeant Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
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
Lieutenant Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
NC02 -A Step	\$ 39.53	\$	\$ 21.35	\$ 60.88
CO2 -A Step	\$ 43.92	\$	\$ 23.72	\$ 67.64



Memorandum

Date: 10 April 2020
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Marc Elliott, PE, Public Works Director
Subject: Public Sanitary Sewer

Objective

Continuing work on public sewer system:

- 1) Public & Private Sewer System Information & Financing
- 2) Public Comment including Neighborhood Meetings Summary
- 3) Financial Assistance Program Draft Three including Funding Recommendation
- 4) Update on USDA Phase 1 Public Sewer Expansion

Background

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, PE, 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

Bobby Bendzinski, Municipal Financial Advisor, Bendzinski & Co.

Stephen Hayduk, CPA, Bendzinski & Co.

Objective: Board information update.

Background Item 2. Public Comment & Neighborhood Meetings Summary

Public Comment.

Board Discussion.

The Township received public comment at meetings, through direct conversation, email and letter, and outreach. The Township held five meetings in Phase 1 sewer expansion neighborhoods to provide accurate information to those impacted.

Objective: Township Board review of comment.

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 11th, 2020, and draft two, February 25th, 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 10th 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—

2020	\$300,000
2021	\$300,000
2022	\$300,000

Township Board can discuss funding the above assistance program. An option is to postponement 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 8th Street.

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

Background Item 4. Update on USDA Phase 1 Public Sewer Expansion

The Township, consultants, and USDA met virtually this week. The Township will follow the USDA request today to do value engineering on the sewer project. Value engineering work will involve Township staff and consultant discussion with the Road Commission of Kalamazoo County (RCKC), since significant cost items follow RCKC policy. These items include requirements for road asphalt depth, road widths, storm sewer replacements, etc. The Township Board is not asked to act April 14th on the sewer expansion. The Township will continue to work collaboratively with USDA

as has been the case throughout the project. Should the initial value engineering efforts not provide enough cost reduction, removal of project work will be considered. Until further value engineering study is conducted, there is no recommendation as to which project street(s) would be removed.

The above is considered routine next steps by USDA.

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

Sanitary Sewer Expansion Neighborhood Meetings - Summary

20-Mar-20

OVERALL	282	112	88	31%
----------------	-----	-----	----	-----

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%
TOTAL	27	9	8	30%

Sunset	9	1	1	11%
Meridian	2			0%
TOTAL	11	1	1	9%

Total This Mtg	38	10	9	24%
-----------------------	----	----	---	-----

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

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

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

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

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

Street	Number of Properties in the Neighborhood	Number of Residents Attending	# of Properties Providing Input	% Properties Represented
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%
TOTAL	93	46	38	41%

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

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

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

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 th 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 **\$34,999.00**, 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 **\$49,999.00**, 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; **recent home purchase (less than two years)**; 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.
- E. Funding Limitaton. **The granting of hardship financing or deferment under this Ordinance is subject to availability of funds in the hardship revolving fund as set forth in Sec. IX 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~~ recommend 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~~ This fund shall be the sole source of Township monies ~~deposited to the~~ “to be used for hardship revolving fund.” ~~to be used for hardship revolving fund.”~~ funding under this Ordinance. The Township Board ~~shall~~ may transfer funds between the general fund and the hardship revolving fund as necessary to properly implement the provisions of this ~~division~~ Ordinance.

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



Memorandum

Date: April 10, 2020

To: Board Members

From: Marc Elliott, Director of Public Works

Subject: Sanitary Sewer Strategic Master Plan

OBJECTIVE

Board review and consideration of a Strategic Master Plan update for Sanitary Sewers.

DISCUSSION

At a special March 10, 2020 meeting of the Oshtemo Township Capital Improvements Committee (CIC), members were requested to review changed conditions relative to Township's sanitary sewer Capital Improvement Plan (CIP). The change conditions which is not currently recognized are the Phase 1 and Phase 2 projects being pursued through project financing being provided by the Rural Development agency of USDA.

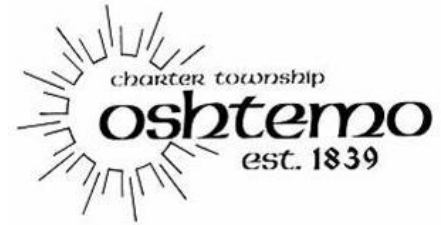
The CIC members did review and discuss the enclosed materials on March 10th, and by resolution did unanimously recommend to the Township Board that the proposed Sanitary Sewer CIP updates be adopted. The enclosed memo to the CIC members (attachment 1) includes a description of the associated figures.

RECOMMENDATION

The Board is recommended to adopt a revised concept schedule for Sanitary Sewer Strategic Extensions (attachment 4) and a CIP Year for Local Sewer Extension (attachment 5). These will be used as "slip-streamed," board approved updates to the Township's Sanitary Sewer Capital Improvement Plan, and will be incorporated into the next regular update the overall Township Master Plan and associated long- and short-term CIP projects.

ATTACHMENT

1. Memo, March 9, 2020, M. Elliott to CIC members.
2. Sanitary Sewer Service Boundaries
3. USDA Rural Development (RD) Load-Financed Neighborhood Sanitary Sewer Extensions.
4. Concept Schedule for Sanitary Sewer Strategic Extensions (new).
5. CIP Year for Local Sewer Extensions (new).



Memorandum

Date: March 9, 2020

To: Members, Capital Improvements Committee

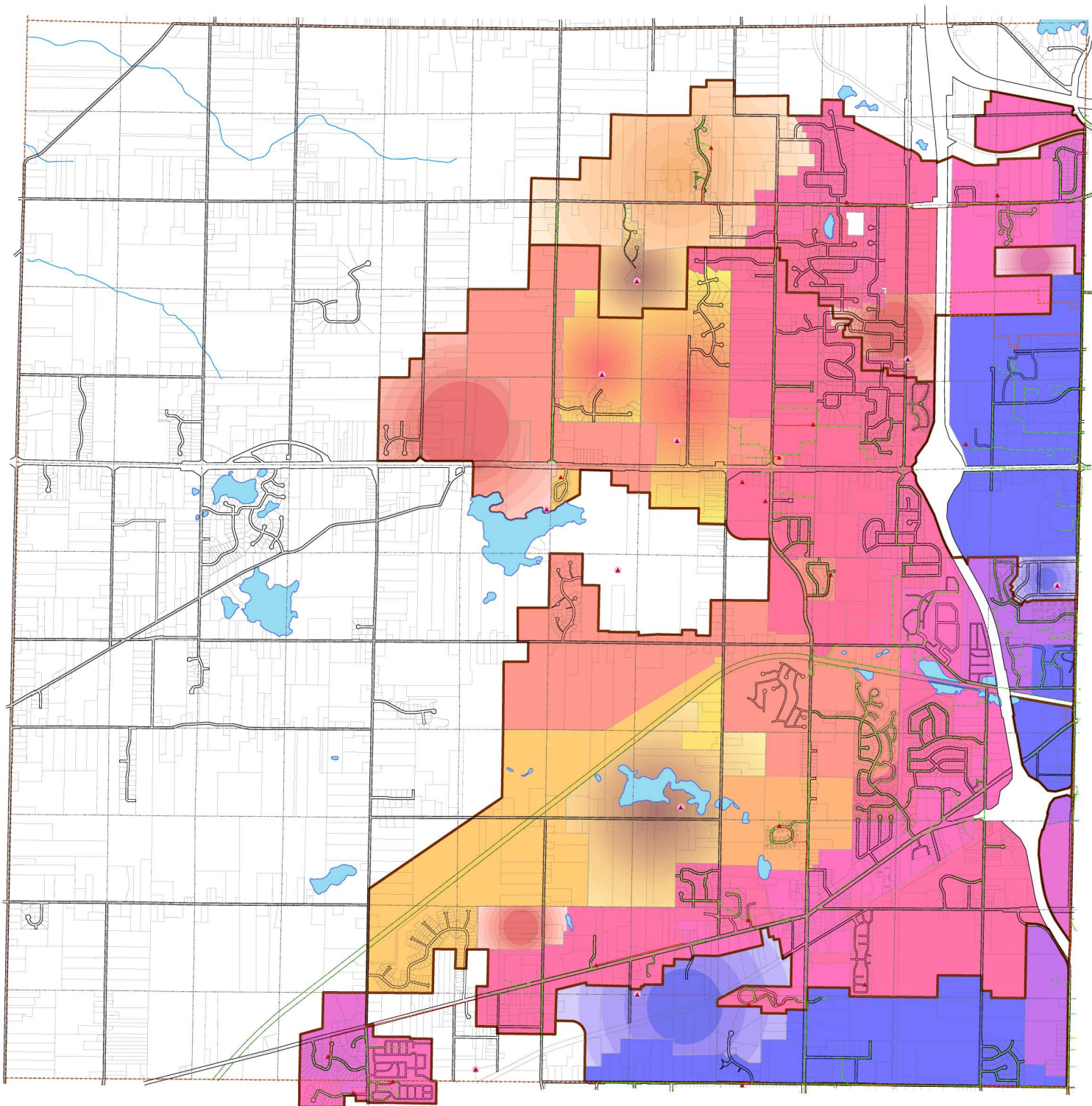
From: Marc Elliott, Director of Public Works

Subject: Sanitary Sewer Strategic Master Plan

Departmental staff has been working diligently since an application to USDA was submitted in 2017 seeking funding to implement needed public sewer extensions. Having been approved for major funding, the manpower needed to propel the project forward has forestalled other initiatives. It is therefore timely for CIC members to review changing condition and consider adjustments to the overall, long-term strategic vision for public sewer extensions.

The following attachments are intended to initiate CIC member discussions and dialog:

1. Sanitary Sewer Service Boundaries (2011). This figure is a “heat” map of service areas.
 - The first thing to note is that the separate boundary areas are based upon ground topography, and generally represent areas in which a well-designed, major collector sewer main is likely to collect the boundary area flows.
 - The colors, ranging from cool to hot, represent an ordered and rational extension of sewer service. They also typically represent lower (blue) elevations that higher (hotter) elevations will flow into. Blues also largely represent areas where sewer service is generally available. A step-wise movement between boundary areas by color temperature generally suggests the rational-order of construction of various gravity sewer extensions which extend from low to higher elevations.
 - This map also indicates boundary areas that are topographical bowls. These areas have interior, circular color-concentrations in the general area where a future pump station is anticipated. Elsewhere in white areas, additional future pump stations are also indicated. However, white areas have generally not been evaluated to any great extent regarding future sewer service.
2. USDA Rural Development (RD) Load-Financed Neighborhood Sanitary Sewer Extensions.
3. Concept Schedule for Sanitary Sewer Strategic Extensions – Draft (new).
4. CIP Year for Local Sewer Extensions – Draft (new).



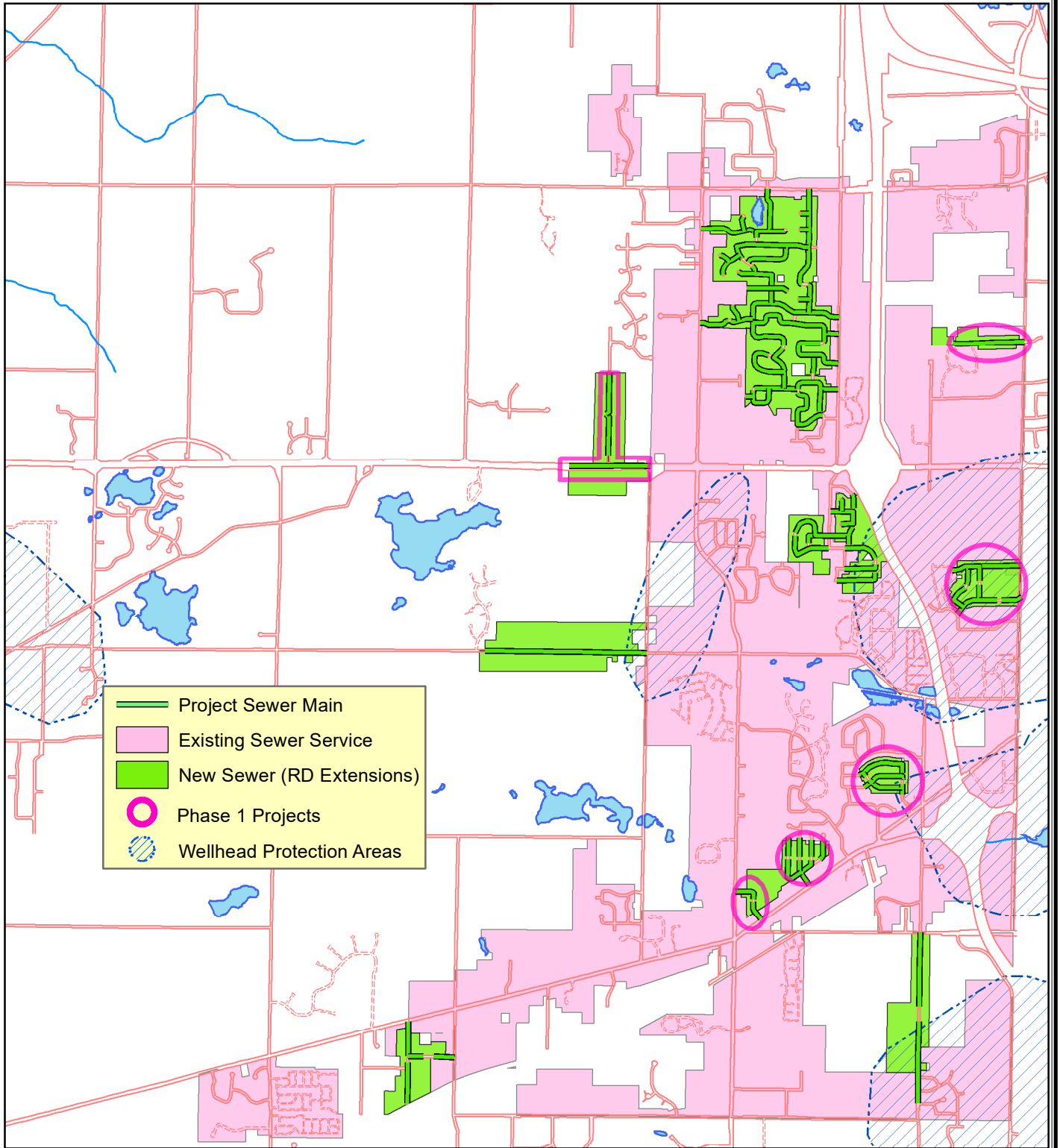
CONCEPT PLAN LEGEND

-  Sanitary Sewer Shed Area
-  USGS Watershed Boundaries
-  Sanitary Sewer Pump Station - Existing
-  Sanitary Sewer Pump Station - Future

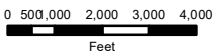


0 1,000 2,000 4,000
 Feet
 Scale: 1" = 1000'

Charter Township of Oshtemo
 Kalamazoo County, Michigan
Sanitary Sewer
Service Area Boundaries



- Project Sewer Main
- Existing Sewer Service
- New Sewer (RD Extensions)
- Phase 1 Projects
- Wellhead Protection Areas



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.

USDA Rural Development (RD) Loan-Financed Neighborhood Sanitary Sewer Extensions

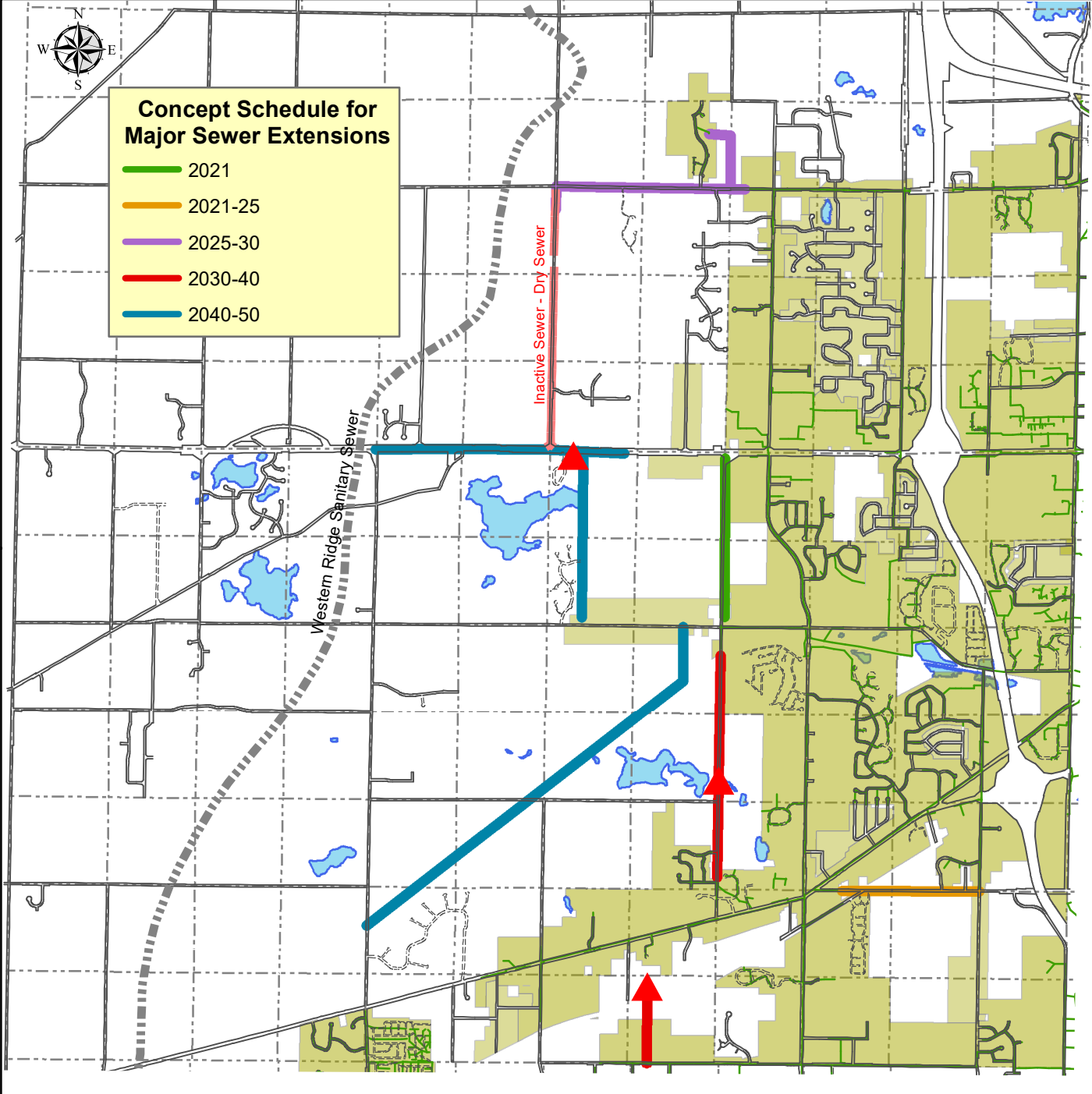
Charter Township of Oshtemo
Kalamazoo Co., Michigan

Date: 3/8/2020



Concept Schedule for Major Sewer Extensions

- 2021
- 2021-25
- 2025-30
- 2030-40
- 2040-50

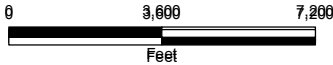


- Future Sewer Pump Station
- Sanitary Sewer Available (with USDA extensions)

Sanitary Sewer Strategic Extensions - Draft Master Plan - (Transmission Mains & Pump Stations)



Charter Township of Oshtemo
Kalamazoo Co., Michigan



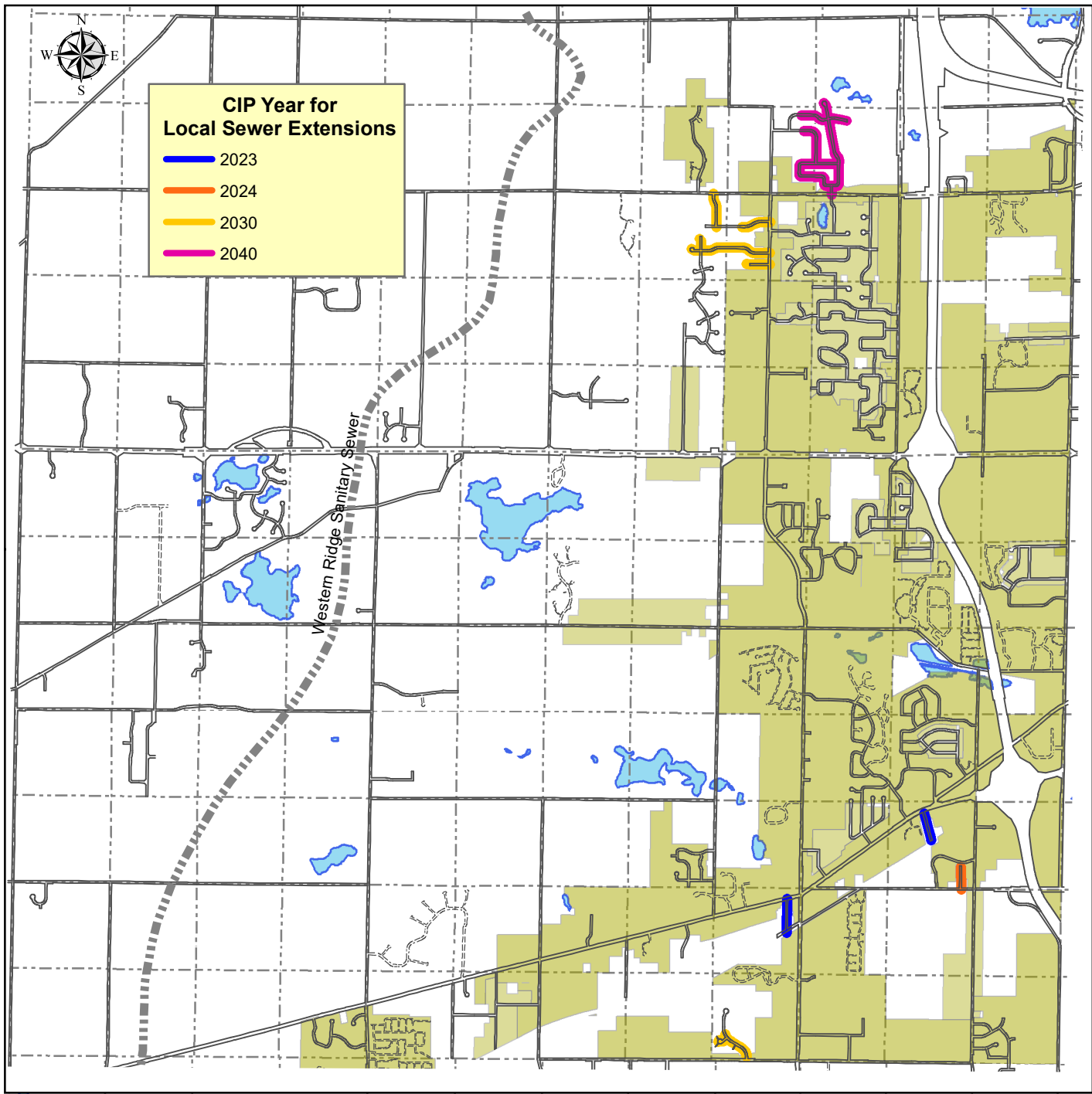
Date: 3/9/2020

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.



**CIP Year for
Local Sewer Extensions**

- 2023
- 2024
- 2030
- 2040



- Future Sewer Pump Station
- Sanitary Sewer Available (with USDA Extensions)

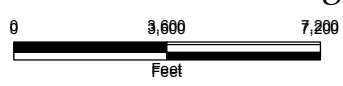
Sanitary Sewer CIP Plan Local Sewer Extensions

DRAFT

Charter Township of Oshtemo
Kalamazoo Co., Michigan



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.

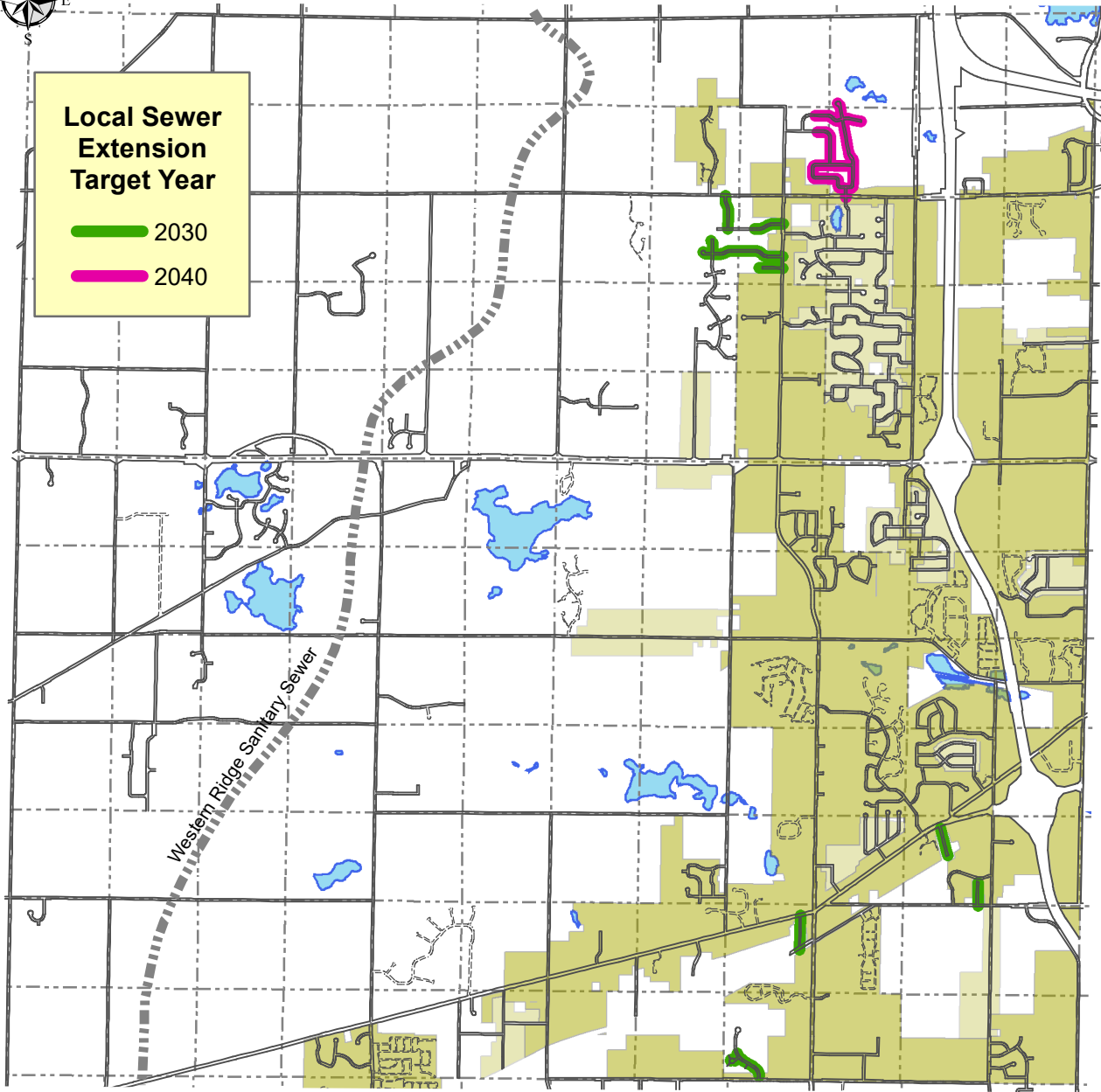


Date: 3/9/2020



Local Sewer Extension Target Year

- 2030
- 2040



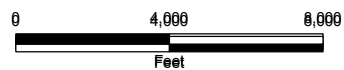
- Future Sewer Pump Station
- Sanitary Sewer Available
- Future Sewer Availability (with USDA Extensions)

Sanitary Sewer CIP Plan Local Sewer Extensions

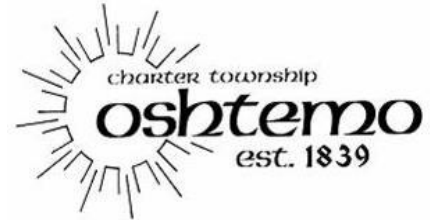


Charter Township of Oshtemo
Kalamazoo Co., Michigan

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.



Date: 4/10/2020



Memorandum

Date: April 9, 2020
To: Township Board
From: Marc Elliott, P.E., Director of Public Works
Subject: PAR Funds Agreement with Road Commission for Sewer Related Project

OBJECTIVE

Obtain Board approval of two agreements with the Road Commission of Kalamazoo County for local roadway pavement maintenance and sewer project related roadway reconstruction.

DISCUSSION

The RCKC's maintenance of county local roads required dollar for dollar matching of available PAR funds (Act 51 local-road monies received by RCKC from the State of Michigan). As part of the USDA Sewer Extension Project, Oshtemo will be rebuilding local roads that receive sewer. Last year Oshtemo approached RCKC regarding whether our Township-led sewer project and resulting pavement reconstructions were PAR eligible. This resulted in a 2019 contract which anticipated sewer work in 2019. Because the work was not started last year, the \$86,305.45 RCKC contribution was carried over for 2020. [This revenue was not in the 2020 budget as the current carryover agreement did not exist.]

Today the Board is asked to approve two contracts with RCKC for roadway maintenance. The first is a contract for \$572,590 in Local Road Maintenance Work (Oshtemo to contribute \$397,081.43). The second is an agreement for RCKC to contribute an additional \$129,042.00 of 2020 PAR funds to the Township planned 2020 sewer extension project. Per the attached Budget Amendment, the net result is an increase of \$147,081.47 towards roadway maintenance (101-506-95200.RDMAIN).

RECOMMENDATION

The Public Works Department recommends board approval of:

- 2020 Local Road Contract with RCKC (Oshtemo Contribution of \$397,081.43)
- 2020 Local Township Sewer/Water Related Project Contract with RCKC (RCKC Contribution of \$129,042.00)
- Related Budget Amendment is needed to increase the PAR Pavement Maintenance Budget to \$397,081.43 (current budget is \$250.000)

ATTACHMENT

1. Local Road Contract (2020)
2. Local Township Sewer/Water Related Project Contract (2020)
3. Budget Amendment



LOCAL ROAD CONTRACT

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

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

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

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

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

L Avenue - VanKal Street to 4th Street; *Crack Fill, HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$115,221 Work Order # _____
(to be assigned)

Crystal Lane - Parkview Avenue to 11th Street; *Chip Seal, Fog Seal (1-2 years)*

Project Estimate: \$25,252 Work Order # _____
(to be assigned)

Holiday Lane - 11th Street to 610' east of 11th Street; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$8,859 Work Order # _____
(to be assigned)

Nature Way - 540' West of 4th Street to 4th Street; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$6,057 Work Order # _____
(to be assigned)

Oshtemo Trace - 920' south of Upper Valley Trail to KL Avenue,
Upper Valley Trail - Oshtemo Trace to 213' east of Oshtemo Trace,
Oshtemo Court - 285' west of Oshtemo Trace to Oshtemo Trace; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$29,744 Work Order # _____
(to be assigned)

5th Street - M43 to H Avenue; *Crack Fill, HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$55,552 **Work Order** # _____
(to be assigned)

H Avenue - 3rd Street to 6th Street; *Chip Seal, Fog Seal (1-2 years)*

Project Estimate: \$46,616 **Work Order** # _____
(to be assigned)

3rd Street - Big Rock Drive to G Avenue; *Crack Fill, HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$90,287 **Work Order** # _____
(to be assigned)

6th Street - Stadium Drive to ML Avenue; *Crack Fill, HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$45,130 **Work Order** # _____
(to be assigned)

Big Rock Drive - M43 to M43; *HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$26,522 **Work Order** # _____
(to be assigned)

Pondview Drive - 407' west of Ponds Edge Circle to M Avenue,
Pond's Edge Circle - 138' south of Pondview Drive to Pondview Drive; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$16,637 **Work Order** # _____
(to be assigned)

Carver Drive - N Avenue to 2,100' north of N Avenue,
Wilson Drive - 450' west of Carver Drive to Carver Drive; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$21,065 **Work Order** # _____
(to be assigned)

Haven Way - 553' South of Almena Drive to Almena Drive; *Crack Fill, Chip Seal, Fog Seal*

Project Estimate: \$8,792 **Work Order** # _____
(to be assigned)

M Avenue - VanKal Street to 4th Street; *Crack Fill, HMA Wedging, Chip Seal, Fog Seal*

Project Estimate: \$76,856 **Work Order** # _____
(to be assigned)

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

Total Project Estimate(s)	\$572,590.00
Participation Funds (to extent available)	\$175,508.57
Total Township Share	\$397,081.43

5. General Provisions:
 - A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.
 - B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.
 - C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.
 - D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the **Township of Oshtemo** mailing address.
 - E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
 - F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.
6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.
7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.
8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.
9. The estimated Project(s) cost shall include all labor, materials, equipment and contractor costs anticipated to be incurred in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).

10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.

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

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

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

TOWNSHIP OF OSHTEMO

By _____
Chair

By _____
Township Official

Date _____

Date _____



Date Prepared: 2/12/20
 Township: Oshtemo
 Location: L Avenue - VanKal Street to 4th Street
 Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal
 Estimator: Bill Oxx
 Length: 2.10 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
26,994	11,043	22			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		11,043	lin ft	0.10	1,104	no charge
High Shoulder Removal		221	Station	25.00	5,525	no charge
Crack Fill	Light	6,300	lbs	1.60	10,080	
HMA Wedging		550	ton	69.50	38,225	
RCKC Equipment		6.27	hour	1,250.00	7,839	
RCKC Labor/Fringe		5.82	hour	1,010.00	5,879	
Contractor Equipment/Labor		8.30	hour	315.00	2,613	
CS2 Fine Aggregate	20#/square yard	270	ton	42.50	11,472	
CRS-2M (emulsion)	.40 gallon/square yard	10,798	gallon	1.80	19,436	
Fog Seal	0.12 gal per syd	26,944	sq yd	0.40	10,778	
Estimated Total Cost					\$106,322	
Overhead Costs				8.37%	\$8,899	
Total Estimated Project Cost					\$115,221	



Date Prepared: 2/12/20
 Township: Oshtemo
 Location: Crystal Lane - Parkview Avenue to 11th Street
 Project Description: Chip Seal, Fog Seal (1-2 years)
 Estimator: Bill Oxx
 Length: 0.42

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
7,377	2,213	30			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Light	1,260	lbs	1.60	2,016	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		3.74	hour	1,250.00	4,677	
RCKC Labor/Fringe		3.47	hour	1,010.00	3,508	
Contractor Equipment/Labor		4.95	hour	315.00	1,559	
CST Fine Aggregate	20#/square yard	74	ton	42.50	3,135	
CRS-2M (emulsion)	.28 gallon/square yard	2,065	gallon	1.80	3,718	
Fog Seal	0.12 gal per syd	7,377	sq yd	0.50	3,689	
Estimated Total Cost					\$23,302	
Overhead Costs				8.37%	\$1,950	
Total Estimated Project Cost					\$25,252	



Date Prepared: 2/12/20
 Township: Oshtemo
 Location: **Holiday Lane - 11th Street to 610' east of 11th Street**
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Bill Oxx
 Length: 0.10 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)	Quantity
2,125	490	23			7854	1
Conv Factor						
9						

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Heavy	500	lbs	1.60	800	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		1.28	hour	1,250.00	1,602	
RCKC Labor/Fringe		1.19	hour	1,010.00	1,202	
Contractor Equipment/Labor		1.70	hour	315.00	534	
CST Fine Aggregate	20#/square yard	21	ton	42.50	903	
CRS-2M (emulsion)	.28 gallon/square yard	595	gallon	1.80	1,071	
Fog Seal	0.12 gal per syd	2,125	sq yd	0.50	1,063	
Estimated Total Cost					\$8,175	
Overhead Costs				8.37%	\$684	
Total Estimated Project Cost					\$8,859	



Date Prepared: 2/12/20
 Township: Oshtemo
 Location: Nature Way - 540' West of 4th Street to 4th Street
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Bill Oxx
 Length: 0.09 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
1,386	430	29			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Light	270	lbs	1.60	432	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		0.84	hour	1,250.00	1,045	
RCKC Labor/Fringe		0.78	hour	1,010.00	784	
Contractor Equipment/Labor		1.11	hour	315.00	348	
CST Fine Aggregate	20#/square yard	14	ton	42.50	589	
CRS-2M (emulsion)	.28 gallon/square yard	388	gallon	1.80	698	
Fog Seal	0.12 gal per syd	1,386	sq yd	0.50	693	
Estimated Total Cost					\$5,589	
Overhead Costs				8.37%	\$468	
Total Estimated Project Cost					\$6,057	



Date Prepared: 2/12/20
 Township: Oshtemo
 Location: Oshtemo Trace - 920' south of Upper Valley Trail to KL Avenue, Upper Valley Trail - Oshtemo Trace to 213' east of Oshtemo Trace, Oshtemo Court - 285' west of Oshtemo Trace to Oshtemo Trace
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Bill Oxx
 Length: 0.42 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)	Quantity
8,640	2,216	28			7854	2
Conv Factor						
9						

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Medium	1,680	lbs	1.60	2,688	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		4.38	hour	1,250.00	5,478	
RCKC Labor/Fringe		4.07	hour	1,010.00	4,109	
Contractor Equipment/Labor		5.80	hour	315.00	1,826	
CST Fine Aggregate	20#/square yard	86	ton	42.50	3,672	
CRS-2M (emulsion)	.28 gallon/square yard	2,419	gallon	1.80	4,354	
Fog Seal	0.12 gal per syd	8,640	sq yd	0.50	4,320	
Estimated Total Cost					\$27,447	
Overhead Costs				8.37%	\$2,297	
Total Estimated Project Cost					\$29,744	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: 5th Street - M43 to H Avenue
 Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 1.47 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
18,944	7,750	22			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		7,750	lin ft	0.10	775	no charge
High Shoulder Removal		155	Station	25	3875	no charge
Crack Fill	Light	4,410	lbs	1.60	7,056	
HMA Wedging		50	ton	69.50	3,475	
RCKC Equipment		4.40	hour	1250.00	5,501	
RCKC Labor/Fringe		4.09	hour	1010.00	4,126	
Contractor Equipment/Labor		5.82	hour	315.00	1,834	
CS2 Fine Aggregate	20#/square yard	189	ton	42.50	8,051	
CRS-2M (emulsion)	.40 gallon/square yard	7,578	gallon	1.80	13,640	
Fog Seal	0.12 gal per syd	18,944	sq yd	0.40	7,578	
Estimated Total Cost					\$51,261	
Overhead Costs				8.37%	\$4,291	
Total Estimated Project Cost					\$55,552	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: H Avenue - 3rd Street to 6th Street
 Project Description: Chip Seal, Fog Seal (1-2 years)
 Estimator: Edward Klein
 Length: 1.49 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
20,007	7,829	23			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		7,829	lin ft	0.10	783	no charge
RCKC Equipment		6.31	hour	1250.00	7,885	
RCKC Labor/Fringe		5.85	hour	1010.00	5,913	
Contractor Equipment/Labor		8.34	hour	315.00	2,628	
CST Fine Aggregate	20#/square yard	200	ton	42.50	8,503	
CRS-2M (emulsion)	.28 gallon/square yard	5,602	gallon	1.80	10,084	
Fog Seal	0.12 gal per syd	20,007	sq yd	0.40	8,003	
Estimated Total Cost					\$43,016	
Overhead Costs				8.37%	\$3,600	
Total Estimated Project Cost					\$46,616	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: 3rd Street - Big Rock Drive to G Avenue
 Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 2.33 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
28,700	12,300	21			
Conv Factor					
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		12,300	lin ft	0.10	1,230	no charge
High Shoulder Removal		246	Station	25	6150	no charge
Crack Fill	Light	6,990	lbs	1.60	11,184	
HMA Wedging		150	ton	69.50	10,425	
RCKC Equipment		6.67	hour	1250.00	8,334	
RCKC Labor/Fringe		6.19	hour	1010.00	6,251	
Contractor Equipment/Labor		8.82	hour	315.00	2,778	
CS2 Fine Aggregate	20#/square yard	287	ton	42.50	12,198	
CRS-2M (emulsion)	.4 gallon/square yard	11,480	gallon	1.80	20,664	
Fog Seal	0.12 gal per syd	28,700	sq yd	0.40	11,480	
Estimated Total Cost					\$83,314	
Overhead Costs				8.37%	\$6,973	
Total Estimated Project Cost					\$90,287	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: 6th Street - Stadium Drive to ML Avenue
 Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 0.92 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
12,467	4,500	22			
Conv Factor	330	40			
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		4,830	lin ft	0.10	483	no charge
High Shoulder Removal		97	Station	25	2425	no charge
Crack Fill	Light	2,760	lbs	1.60	4,416	
HMA Wedging		150	ton	69.50	10,425	
RCKC Equipment		2.90	hour	1250.00	3,620	
RCKC Labor/Fringe		2.69	hour	1010.00	2,715	
Contractor Equipment/Labor		3.83	hour	315.00	1,207	
CS2 Fine Aggregate	20#/square yard	125	ton	42.50	5,298	
CRS-2M (emulsion)	.4 gallon/square yard	4,987	gallon	1.80	8,976	
Fog Seal	0.12 gal per syd	12,467	sq yd	0.40	4,987	
Estimated Total Cost					\$41,644	
Overhead Costs				8.37%	\$3,486	
Total Estimated Project Cost					\$45,130	



Date Prepared: 2/4/20
 Township: Oshtemo
 Location: Big Rock Drive - M43 to M43
 Project Description: HMA Wedging, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 0.65 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
9,767	850	22			
Conv Factor	820	26			
9	1,710	28			

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		3,380	lin ft	0.10	338	no charge
HMA Wedging		50	ton	69.50	3,475	
RCKC Equipment		2.27	hour	1250.00	2,836	
RCKC Labor/Fringe		2.11	hour	1010.00	2,127	
Contractor Equipment/Labor		3.00	hour	315.00	945	
CS2 Fine Aggregate	20#/square yard	98	ton	42.50	4,151	
CRS-2M (emulsion)	.40 gallon/square yard	3,907	gallon	1.80	7,032	
Fog Seal	0.12 gal per syd	9,767	sq yd	0.40	3,907	
Estimated Total Cost					\$24,473	
Overhead Costs				8.37%	\$2,048	
Total Estimated Project Cost					\$26,522	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: Pondview Drive - 407' west of Ponds Edge Circle to M Avenue, Pond's Edge Circle - 138' south of Pondview Drive to Pondview Drive
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 0.23 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)	Quantity
4,639	1,130	30			7,854	1
Conv Factor						
9						

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Medium	880	lbs	1.60	1,408	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		2.35	hour	1250.00	2,942	
RCKC Labor/Fringe		2.18	hour	1010.00	2,206	
Contractor Equipment/Labor		3.11	hour	315.00	981	
CST Fine Aggregate	20#/square yard	46	ton	42.50	1,972	
CRS-2M (emulsion)	.28 gallon/square yard	1,299	gallon	1.80	2,338	
Fog Seal	0.12 gal per syd	5,011	sq yd	0.50	2,506	
Estimated Total Cost					\$15,352	
Overhead Costs				8.37%	\$1,285	
Total Estimated Project Cost					\$16,637	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: Carver Drive - N Avenue to 2,100' north of N Avenue Wilson Drive - 450' west of Carver Drive to Carver Drive
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 0.50 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
6,417	2,100	22			
Conv Factor	525	22			
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
High Shoulder Removal		53	Station	25	1325	no charge
Crack Fill	Heavy	2,500	lbs	1.60	4,000	
Vacuum Sweeping	2x	4.00	hour	250.00	1,000	
RCKC Equipment		2.02	hour	1250.00	2,529	
RCKC Labor/Fringe		1.88	hour	1010.00	1,897	
Contractor Equipment/Labor		2.68	hour	315.00	843	
CST Fine Aggregate	20#/square yard	64	ton	42.50	2,727	
CRS-2M (emulsion)	.28 gallon/square yard	1,797	gallon	1.80	3,234	
Fog Seal	0.12 gal per syd	6,417	sq yd	0.50	3,209	
Estimated Total Cost					\$19,438	
Overhead Costs				8.37%	\$1,627	
Total Estimated Project Cost					\$21,065	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: Haven Way - 553' South of Alma Drive to Alma Drive
 Project Description: Crack Fill, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 0.08 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)	Quantity
2,306	430	30			7,854	1
Conv Factor						
9						

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Crack Fill	Medium	360	lbs	1.60	576	
Vacuum Sweeping	2x	2.00	hour	250.00	500	
RCKC Equipment		1.39	hour	1250.00	1,739	
RCKC Labor/Fringe		1.29	hour	1010.00	1,304	
Contractor Equipment/Labor		1.84	hour	315.00	580	
CST Fine Aggregate	20#/square yard	23	ton	42.50	980	
CRS-2M (emulsion)	.28 gallon/square yard	646	gallon	1.80	1,162	
Fog Seal	0.12 gal per syd	2,544	sq yd	0.50	1,272	
Estimated Total Cost					\$8,113	
Overhead Costs				8.37%	\$679	
Total Estimated Project Cost					\$8,792	



Date Prepared: 2/5/20
 Township: Oshtemo
 Location: M Avenue - VanKal Street to 4th Street
 Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal
 Estimator: Edward Klein
 Length: 2.03 Miles

Total Area	Length	Width	Length	Width	Cul-de Sac Area (Sft)
26,838	7,270	22			
Conv Factor	3,400	24			
9					

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
Pavement Marking		10,670	lin ft	0.10	1,067	no charge
High Shoulder Removal		213	stations	25	5325	no charge
Crack Fill	Light	6,090	lbs	1.60	9,744	
HMA Wedging		50	ton	69.50	3,475	
RCKC Equipment		6.23	hour	1250.00	7,794	
RCKC Labor/Fringe		5.79	hour	1010.00	5,845	
Contractor Equipment/Labor		8.25	hour	315.00	2,598	
CS2 Fine Aggregate	20#/square yard	268	ton	42.50	11,406	
CRS-2M (emulsion)	.40 gallon/square yard	10,735	gallon	1.80	19,323	
Fog Seal	0.12 gal per syd	26,838	sq yd	0.40	10,735	
Estimated Total Cost					\$70,920	
Overhead Costs				8.37%	\$5,936	
Total Estimated Project Cost					\$76,856	



LOCAL TOWNSHIP SEWER/WATER RELATED PROJECT CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter referred to as the "Township " for the purpose of fixing the rights and obligations of the parties and agreeing to the cost sharing for a township initiated sewer/water project which will result in certain improvements on county roads within the Township, hereinafter referred to as "Township Sewer/Water Project".

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

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

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

1. The RCKC and Township have coordinated in advance for cost sharing hot mix asphalt (HMA) rehabilitation/reconstruction in coordination with township sewer or water installation projects within the public road right-of-way (ROW). Any RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year's Local Road Participation (PAR) Funds may be used. All other costs associated with the rehabilitation/reconstruction of the roadway for the sewer or water project shall be the responsibility of the Township. The Township will provide any and all requested documentation with the invoicing to the Road Commission for this improvement including, purchasing/bid documentation, proof of acceptable contractor payment, design/construction plans, inspection reports, material testing reports etc. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued. All local road and primary road projects with the township shall have a project estimate from the township and a local road contract approved and signed by both the appropriate township and RCKC official. The RCKC and Township agree that the scope of the work to be performed for the Township Sewer/Water Project(s) identified is based on the Township cost estimates as a maximum amount. The Township, shall administer the Local Township Sewer/Water Related Project Contract. In addition all other Board policies, permitting and guidelines apply. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued for actual costs of the top course of HMA. The Township Sewer/Water project is as follows:
 - Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 1th Street and West Main Street and provide each lot with a sanitary lateral.
 - Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with a sanitary lateral.
 - Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral.
 - Extend approximately 1,280 feet of sanitary sewer and add 8 sanitary manholes to 11 residential units in the Meridian Subdivision Plat and provide each lot with a sanitary lateral.

- Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral.
- Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral.

Work Order #489 112 510001

2. The Township's detailed estimate(s) of the cost of the Township Sewer/Water Project(s) is attached hereto and incorporated herein.
3. The terms and provisions of the RCKC policies are deemed to be a part of and included in this Local Township Sewer/Water Related Project Contract as though fully set forth herein.
4. The Township shall provide progress billing and shall make available the accounting to the RCKC in accordance with the following schedule of the Local Township Sewer/Water Related Project Contract:

Total Township Sewer/Water Project Estimate(s)	\$6,800,000.00
Total Township HMA Top Course Estimate	\$1,090,800.00
RCKC 2020 Participation Funds (RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year's PAR may be used.)	\$129,042.00

5. General Provisions:
 - A. This Local Township Sewer/Water Related Project Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Township Sewer/Water Project(s), and no amendments or additions to this Local Township Sewer/Water Related Project Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.
 - B. This Local Township Sewer/Water Related Project Contract shall be binding on the parties, their legal representatives, successors, and assigns.
 - C. The headings of this Local Township Sewer/Water Related Project Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Township Sewer/Water Related Project Contract or any of its sections, nor do they in any way affect this Local Township Sewer/Water Related Project Contract.
 - D. Any notice required or permitted to be given under this Local Township Sewer/Water Related Project Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township or RCKC mailing address.
 - E. This Local Township Sewer/Water Related Project Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
 - F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Township Sewer/Water Related Project Contract shall not invalidate the remainder of this Local Township Sewer/Water Related Project Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

6. This Local Township Sewer/Water Related Project Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.
7. The Township will notify the Board in order to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate Township official by no later than the day before the award) that due to the cost of the Township Sewer/Water Project(s) the Township will not make the award to the bidder.
8. The Local Township Sewer/Water Related Project Contract is based on estimated quantities identified in the Township's project estimate. The total actual cost of the project will be the amount billed to the RCKC for use of PAR funds only. Total billings will be based on actual quantities and bid prices with a not to exceed dollar amount of one half of that townships allocated PAR Funds.
9. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
10. The Township shall upon reasonable notification make available in their office to representatives of the RCKC all records concerning the project(s) for review.

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

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

TOWNSHIP OF OSHTEMO

By _____
Chairman

By _____
Local Township Official

Date _____

Date _____

BUDGET AMENDMENT REQUEST

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

Date: 04/09/2020

Department Head Name: M Elliott (Public Works)

Fund Name: 101 General Fund (506 PW)

			Amount
Additional Funds Request for: (description and GL number)	<u>Road Project Costs (PAR Match)</u>	<u>101-506-95200.RDMAIN</u>	\$ 147,081.47
	_____	_____	_____
	_____	_____	\$ 147,081.47
Funds requested from: (description and GL number)	<u>General Fund Carryover</u>	<u>101-001-401</u>	\$ 147,081.47
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$ 147,081.47

Explanation of request:

The Township negotiated with the Road Commission to use the PAR program for a portion of the road reconstruction expense incurred by the sewer expansion. The Road Commission contribution to the Township will be entered into the GF when received. Their contribution of \$215,387 is for both 2019 and 2020 agreements. Revenues will be applied to PAR Roadway maintenance expense (\$147, 081) and to sewer construction expense (\$68,305). The net result is a reduction for the community in sewer construction expense.

Supervisor Review: LibbyHC 4/10/20

(pending or date reviewed)

Board Authorization:

(pending or date authorized)

April 7, 2020

Road Commission of Kalamazoo County
3801 E Kilgore Road
Kalamazoo, MI 49001

Via e-mail: rausbury@kalamazoocountyroads.com

Attn: Ms. Rebekkah Ausbury, PE – Project Engineer

Re: 8th Street, north of ML Avenue Flooding – Amendment Request

HRC JN 20191181

Dear Ms. Ausbury:

Hubbell, Roth & Clark, Inc. (HRC) has been asked to provide an amendment request for the above noted project to include additional effort required for analysis of two (2) non-motorized trail options. Below is a description of additional effort:

Analysis of Additional Design Options:

- ≡ Review of pathway along edge of metal (EOM) on 8th Street
 - One (1) pathway exhibit
 - One (1) preliminary estimate with contingency
 - Additional phone calls/email correspondence
 - One (1) review meeting with Oshtemo Township
- ≡ Review of boardwalk on 8th Street
 - One (1) boardwalk exhibit
 - One (1) preliminary estimate with contingency
 - Additional phone calls/email correspondence
 - One (1) review meeting with Oshtemo Township

Total effort – 72 hours

Not to exceed effort - \$7,600.00

The scope of services outlined in this amendment **do not** include the following:

- ≡ Additional meetings outside of those listed above
- ≡ Design engineering of chosen non-motorized option
- ≡ FEMA floodplain map revisions
- ≡ EPA “Red File” review
- ≡ Hydraulic Analysis for 8th Street
- ≡ Additional topographic survey
- ≡ Additional structural design outside of steel sheeting at each location
- ≡ Onsite wetland mitigation design
- ≡ EGLE permit or meetings for non-motorized option

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

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

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

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

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

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

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

We appreciate this opportunity to be of service to the Road Commission of Kalamazoo County. Please feel free to contact the undersigned at (616) 430-9708 if you have any questions.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Nancy M.D. Faught, PE
Executive Vice President



Hailey Savola
Transportation Practice Lead

pc: HRC; Jesse Morgan, File