

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

**August 10, 2021**

Refer to [www.oshtemo.org](http://www.oshtemo.org) home page for Virtual Meeting Information

**REGULAR MEETING  
6:00 P.M.  
AGENDA**

1. Call to Order
2. Roll Call & Remote Location Identification
3. Pledge of Allegiance
4. Public Comment on Non-Regular Session Items

**WORK SESSION ITEMS**

5. Discussion on Township Logo Options
6. Other Updates & Business

**BREAK (Time Permitting) – 7:05 P.M.**

**REGULAR SESSION ITEMS – 7:15 P.M.**

7. Consent Agenda
  - a. Approve Minutes – July 27, 2021
  - b. Receipts & Disbursements Report
  - c. Consideration of Hill Cemetery Survey Work
8. Consideration of Notice of Intent for Sale of Capital Improvement Bonds (Sewer Expansion)
9. Consideration of SMBA Lease Agreement
10. Consideration of Huntington Run Mobile Home Park Expansion
11. Other Township Business & Question Updates
12. Public Comment
13. Board Member Comments
14. Adjournment

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

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

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

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

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

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

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

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

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

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

Oshtemo Township Board of Trustees		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Clare Buszka	216-5260	<a href="mailto:cbuszka@oshtemo.org">cbuszka@oshtemo.org</a>
<b><u>Trustees</u></b>		
Cheri L. Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Kristin Cole	375-4260	<a href="mailto:kcole@oshtemo.org">kcole@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Kizzy Bradford	375-4260	<a href="mailto:kbradford@oshtemo.org">kbradford@oshtemo.org</a>

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

## 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 11-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: 816 9552 6550**

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 teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **816 9552 6550#**

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



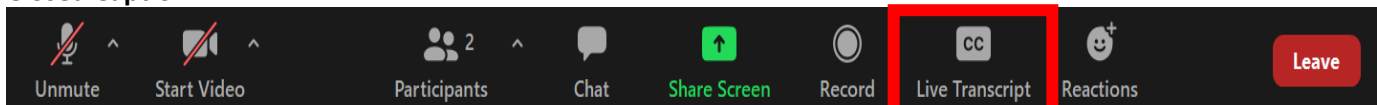
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- 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.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press \*9 on your touchtone keypad.**

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

### Closed Caption:



### Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

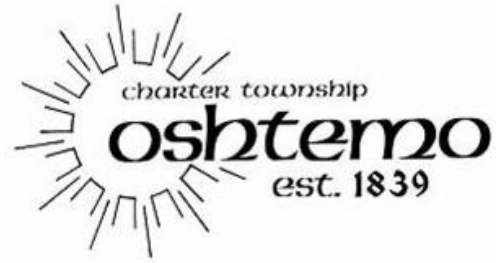
1. Click on the “Live Transcription” button.
2. Then select “Show Subtitle”.

# Memorandum

Date: 7/23/2021

To: Township Board

From: Logo Committee: Dusty Farmer, Libby Heiny-Cogswell, Karen High



## Objective:

To select a logo for the Township to be used on the new website and for other materials containing the Township logo moving forward.

## Process:

The Logo Committee, a subcommittee of the Website Committee, met multiple times to review logo possibilities from a consultant graphic designer, Sandy Wachowski. The committee narrowed the logo choices to the following three options.

Option #1		
Option #2		
Option #3		

The public was invited to provide feedback to the Township Board through a survey on social media and the Township website from June 29, 2021 to July 16, 2021 in a ranked vote format. Although 421 people opened the survey, 102 chose to respond, and only 77 people ranked all 3. The results are below.

**Results:**

Logo #	Rank 1	Rank 2	Rank 3
Logo 1	32	15	35
Logo 2	28	26	28
Logo 3	32	36	26

In ranked voting, the item with a clear majority (50% +1) wins. There was no clear majority in the results for the logo survey. Without a clear majority, the item with the fewest first rank votes is eliminated and all the second rank votes for that item are lifted as first rank votes for the remaining items. A new tally of the remaining items is shown to determine a majority.

Logo 2 was eliminated, and the second rank votes were applied to Logo 1 and 3. Logo 1 received 39 total votes, and Logo 3 received 50 total votes. **Logo 3 received a majority of votes in the public survey.**

Feedback from the graphic designer was requested to assist the Board in the final decision. Sandy’s comments are as follows.

Logo #1

- Pros: Clean and cheery, the circle shape definitely reads as the O in Oshtemo so it would stand alone very nicely without the text. Reads well in black & white and color.
- Cons: I think the O dominates the logo, but if it was narrower it would not read as easily as an O.

Logo #2

- Pros: Warm and friendly, reads well in large or small sizes, good visual balance between sun and hills. Versatile square shape would work well stacked above the text.
- Cons: The left hill slightly dominates, so maybe could be a bit lighter color to balance it out, or the design tweaked to make smaller.

Logo #3

- Pros: Warm and friendly, reads well in large or small sizes, sun stands out very well
- Cons: Could be mistaken for a flower and leaves (but that may be a good thing too!)

**Recommendation:**

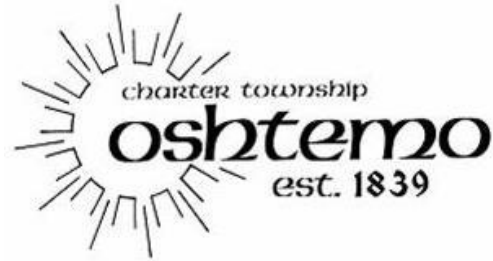
The Logo Committee recommends the Board consider results of the public survey and insights from the graphic designer to choose the new Township logo.

# Memorandum

**Date:** 8/4/2021

**To:** Township Board

**From:** Dusty Farmer, Clerk



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## **Objective:**

To authorize the Supervisor to enter agreement with Prein & Newhof and approve up to \$2500 for the re-survey of Hill Cemetery.

## **Summary:**

Hill Cemetery, located on the corner of 2<sup>nd</sup> St. and J Ave, was last surveyed in 1977. Since that time, many different people have worked in the cemeteries, and some of the history is not available. At this time, it is the opinion of our contracted excavator (RI Stafford) that we should have the cemetery re-surveyed to ensure accurate burials. See attached proposal from Prein & Newhof.

The cost is a lump sum price of \$2,200 and can be completed in 4-5 weeks. Funds for this project will come from the Cemetery Maintenance Fund.

Sent via email: [dfarmer@oshtemo.org](mailto:dfarmer@oshtemo.org)

August 3, 2021

Ms. Dusty Farmer  
Clerk  
Charter Township of Oshtemo  
7275 W. Main Street  
Kalamazoo, MI 49009-8210

RE: Hill Cemetery Improvements Survey  
Located in Section 18, Oshtemo Township, Kalamazoo County, Michigan

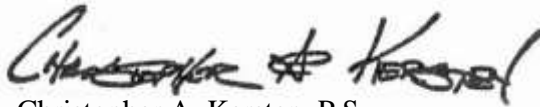
Dear Ms. Farmer:

Prein&Newhof is pleased to present our Professional Services Agreement to perform surveying services on the above referenced property. We propose to perform a partial boundary survey to locate the South and West property lines of the Hill Cemetery parcel. We will also locate enough gravesite markers to provide a representative layout location of the southerly limits of the old cemetery portion and the complete southerly cemetery portion. The driveway and existing fences will be located, and a drawing will be prepared with an aerial image overlay to help provide a comprehensive view of the conditions on site. We propose to provide said services for the lump sum price of \$2,200. At this time, we estimate 4-5 weeks from authorization to proceed and final completion of the work.

If this proposal meets with your approval, please sign, and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**



Christopher A. Kersten, P.S.

CAK:dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

Project No. \_\_\_\_\_

## Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and Charter Township of Oshtemo (“Client”), of 7275 W. Main Street, Kalamazoo, MI 49009-8210.

WHEREAS Client intends to:

Obtain a Hill Cemetery Improvements Survey, located in Section 18, Oshtemo Township, Kalamazoo County, Michigan.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

### ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Dusty Farmer  
Title: Clerk  
Phone Number: (269) 216-5224  
Facsimile Number: (269) 375-7180  
Email: dfarmer@oshtemo.org

Name: Christopher A. Kersten, P.E.  
Title: Survey Manager  
Phone Number: (269) 372-1158  
Facsimile Number: (616) 364-6955  
Email: ckersten@preinnewhof.com

### ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated August 3, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

### ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated August 3, 2021



Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$2,200.00.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

Other:

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**Client:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** Thomas C. Wheat, P.E.

**Printed Name:** \_\_\_\_\_

**Title:** Office Manager

**Title:** \_\_\_\_\_

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

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

*Bill To/Ship To (if different)*

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_

Fx: \_\_\_\_\_

Email: \_\_\_\_\_

## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

### **G. Client Responsibilities**

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

### **H. Hazardous or Contaminated Materials/Conditions**

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

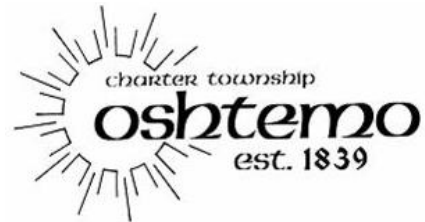
**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

**L. Documents and Data**

1. ~~All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.~~
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.



# Memorandum

**Date:** August 6, 2021  
**To:** Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Subject:** Intent to Issue Capital Improvement Bonds

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## **OBJECTIVE**

Board deliberation and consideration of a motion in support of a new funding model for sanitary sewer expansion projects that prioritizes appropriate revenue streams for associated work, and significantly reduces the upfront financial burden for residents in sanitary sewer expansion areas. Board consideration of issuing a Notice of Intent to Issue Bonds for USDA Phase 1 and 2 expansion projects.

## **BACKGROUND**

Staff will provide an overview of the work done by Capital Improvements Committee, Staff, and Professionals' since the November 2020 sale of bonds referendum failure. The Board has been involved in strategic planning of Capital Infrastructure Projects and provided guidance and targets during the public meetings in April and May. The information has been available and disseminated through live public meetings, and meeting recordings and presentations posted on the website. The resident expense is clearly conveyed as the main issue with moving forward with the projects. The work in 2021 focused on approaches to address this resident concern.

For the time being, USDA continues to offer below market loan rates for planned sanitary sewer expansion into older, higher density, unsewered neighborhoods of Oshtemo. The Township has long struggled with financing the community's needed extensions of public sewers into areas with aged, failed or failing septic systems. An Oshtemo 2016 Sewer System Impact Analysis prepared by the WE Upjohn Institute evaluated the long-term capital cost to homeowners of public sewer relative to private septic. Their study found that sewers were less costly over the long-term. On a present value basis, the advantage of sewers could be realized for most homeowners shortly after the first septic reconstruction. Some Oshtemo parcels are known to be on their third septic system. Unfortunately, septic systems fail sporadically, and often remain in use, impacting the groundwater. EGLE classifies septic systems as nonpoint sources of pollution. Consequently, neighborhoods have not supported attempts to initiate Special Assessment District (SAD) project-funding for sewers. It is presumed some owners may have recently replaced their septic, while others may not be aware of system age and/or impending septic system problems, of the need to tear out landscaping to build a replacement septic system, or of the high expense to replace existing septic systems. To avoid the unknown of the timing of septic system failure, the municipal system offers, in contrast, a reliable option and proactive, long-term way for residents to finance.

This unique opportunity to complete such a significant expansion requires the community to recognize the larger impact and long-term effectiveness. Alternatively, expanding sewer incrementally will, over time, accomplish the same goal, but the analysis indicates it will be much more costly.

After years of strategic planning and discussion about waste management, in 2016 Oshtemo learned it may be eligible for a competitive grant/loan program through USDA under the Rural Development Program. A project scope was outline and a preliminary grant/loan application was submitted to USDA in April 2017. The preliminary application was well received by USDA and they encouraged the Township to complete a full application with all associated engineering reports and studies. USDA further recommended that the project be phased to allow USDA to span the loan over multiple budget years of Michigan's annual federal appropriation.

In June of 2017 the Board approved development and submittal of a full application to USDA for funding.

- On July 26, 2018 USDA granted a \$8,346,000 loan at 2.375% (max) for 40 years (phase 1)
- On September 27, 2019 USDA granted a \$19,482,000 loan at 2.125% (max) for 40 years (phase 2)
- On February 21, 2020 Contractor Bids were opened for phase 1

Per USDA procedures, the above loan amounts will be made available to Oshtemo through sale of Municipal Bonds in three series. USDA will purchase Oshtemo's bonds at the stated interest rate (or lower). The Township qualified for a poverty rate under the Rural Development Program. At time of bond sale(s), the rate will be determined by actual market cost. There is a very real possibility of benefiting from an even lower rate at time of sale given trending rates over the past year. The USDA interest rate will not go higher than those listed above.

Phase 1 was suspended last year when voters denied the sale of municipal bonds. USDA retained the current loan offer as long as there is ongoing Township effort to explore ways to significantly lower homeowner costs and broaden community support. Alternative finance strategies have been discussed with the Board in recent months with the goal of setting a \$5,000 connection fee for a single-family residential home (down from an average of \$11,500). This cost reduction is achieved through continuing the use of community-at-large contributions, in part through use of a dedicated roadway millage for the road reconstruction component of the projects. The road millage will be used township-wide going forward, regardless of these particular sewer expansion projects. In combination, this alternative funding strategy is proposed as a new basis for demonstrating to the public the effort put forth to address the main issue they brought to the Township in 2020.

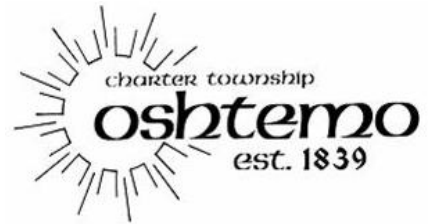
Under Michigan Law, a notice of intent to bond must be noticed by the Township to proceed with a municipal bond sale and the subsequent USDA loan closing. The 2020 census data may result in changes to the census defined "urban boundary." This could affect the future eligibility of Oshtemo to seek funding through USDA's Rural Development Program.

### **BOARD ACTION REQUESTED**

Board adoption of Resolution for Notice of Intent for Sale of Capital Improvement Bonds.

### **ENCLOSURES**

- Memo: Funding Model for Sanitary Sewer Expansion Projects
- Motion to adopt funding model for sanitary sewer extensions.
- Resolution for Notice of Intent for Sale of Capital Improvement Bonds
- Departmental Presentation Materials (excerpts)



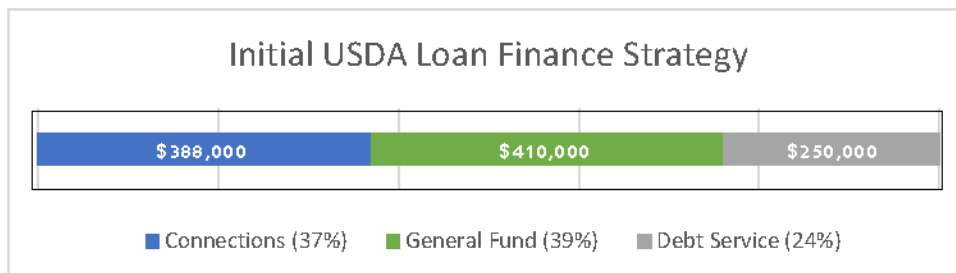
# Memorandum

**Date:** August 6, 2021  
**To:** Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Subject:** Funding Model for Sanitary Sewer Expansion Projects

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## **INITIAL USDA PROJECT FUNDING MODEL**

In 2020 the Township’s historic funding model for sewer (grandfathered at 2018 rates) was applied when a financing plan was developed for the “USDA Phase 1 and Phase 2 Sewer Expansions Project”. The sewer expansions were being made possible through a federally subsidized, USDA Rural Development loan. Homeowner sewer service connection fees were to fund about 1/3 of the total project cost. The connection fee (at 2018 rates) was an average total of \$11,500. The remaining project costs would be financed through contributed general funds plus a debt service surcharge on monthly sewer service utility billings as shown below.



## **BACKGROUND**

Municipal engineering “best practice” is to place sanitary sewers under pavements for optimal design and function. Pavement removal and reconstruction is therefore a cost component for virtually all municipal sewer extensions. This expense is routinely included in sewer project planning and financing. Oshtemo’s historic funding model for sewers included this expense. A rate review is completed annually to assure rates reflect current costs. The rate setting process includes the Capital Improvements Committee’s review of the consultant engineer’s opinion of costs for an ideal neighborhood sewer extension. This “ideal” scenario represents a low-cost project, with minimum pipe diameter, typical bury depths, a gravity-flow system, with local traffic management & road reconstruction (i.e. local road lane-widths, base material & pavement design).

Real-world Township sewer projects have typically entailed costs greater than the connection fees generated from a “ideal” neighborhood project. In recent years most neighborhood sewers have been constructed as green-field projects completed at the developer’s expense. In contrast, the Township has more commonly been burdened with the cost of building large interceptor sewers, major sewer pump stations, force mains and more costly primary roadway reconstructions.

When connection fees are insufficient to cover project costs, the difference is made-up from the differential (higher) connection fees paid by commercial users (system-wide, on an equivalent-usage basis placed into a restricted sewer fund). It has also been common for the Board to budget additional appropriations out of the Township's unrestricted general fund (see initial finance plan for the USDA project).

### **A NEW STRATEGY FOR ROADS**

Earlier this year the Board, in conjunction with professional staff of the Road Commission Kalamazoo County and others, worked to define comprehensive, long-term management goals and develop a sustainable financial strategy to properly maintain and manage our local roads. Many roadway pavements are approaching (and some exceeding) a typical 35-year service life. Standard road maintenance practices of crack-fill and surface treatments become ineffective when applied over aged pavements, and the need for major reconstruction and rehabilitation has come due for many of our local roads. Like many of our sister Townships, the board elected to establish a dedicated millage to sufficiently fund roadway projects and prevent the continuous decline of this asset.

### **ALTERNATIVE STRATEGIES FOR SEWERS**

Following the bond rejection, the Board challenged staff and others to explore alternative financing strategies to significantly lower residential homeowner costs to connect to public sanitary sewers. With help of the Capital Improvements Subcommittee, professional consultants (municipal finance, bond counsel, accounting, engineering) and partner agencies (Kalamazoo Public Services, USDA Rural Development, USDA Home Loan Program) many alternatives were explored. The ability to align respective funding sources by use & purpose between sewers and roads was identified as the primary opportunity to reduce residential homeowner connection fees.

### **USING ROAD FUNDS FOR THE ROADWAY RECONSTRUCTION OF A SEWER PROJECT**

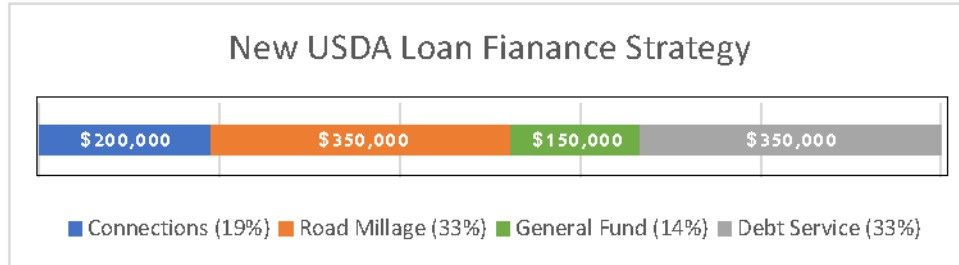
As noted above, the roadway component capital cost of a sewer project is approximately one-third the full project cost. Financial council was consulted on whether dedicated roadway millage funds could be applied as part of a new finance strategy to repay the USDA loan. It was determined, as long as required accounting practices are met, such a strategy was acceptable for a new model. The project would need to accurately separate the roadway related costs. Because Oshtemo uses unit-cost contracting, each item of work supplied by the contractor is quantified and can be clearly identified as a road versus a sewer capital cost. A second requirement is that the different capital asset life-cycles need to be respected. Sanitary sewer capital assets have life-cycles that exceeds the planned 40-year loan/bond financing. However, a roadway capital asset is generally limited to 35-years. This requires that the roadway financial debt service end after 35 years. This accounting requirement can be met by adjusting roadway debt service payments during the first 35 years, then terminating road revenue contribution for the remaining term.

### **A NEW FUNDING MODEL FOR SANITARY SEWER EXPANSION PROJECTS**

The above discussion is the basis for a new funding model for sewer extension projects going forward. Using this new model, a larger community-wide contribution will come from the mix of road millage and general funds to reflect the impact and investment of respective infrastructure type. This will significantly reduce the sewer service connection fee for single-family residential properties. For the initial application this new model towards the planned USDA assisted sewer extensions, the single-family



homeowner’s sewer connection fee shall be a fixed amount of \$5,000. Rates will continue to be reviewed annually for other projects to reflect economic changes and current costs. It is still the Township’s intent to supplement this model with the use of grants and advantageous financing if available.



**SUMMARY OF NEW MODEL FOR THE 2021/22 USDA EXPANSION PROJECTS**

The result of this new financial strategy for the planned USDA sewer expansions is as follows:

1. Single-Family Residential Connection Fee will be \$5,000
2. Monthly Sewer Surcharge (to be adjusted annually, dependent on usage amounts) for all users will be on average \$5.00 for the 40 year term of loan
3. Private side connection fees would remain the property owner’s responsibility

Furthermore, the Board has worked hard to anticipate and develop support systems and opportunity to further reduce the burden of connecting to public sewers as follows:

4. Property owners can pay their connection fee as a lump sum, or enter into a utility installment payment plan for up to 40-years at the Township’s USDA interest rate (determined at closing), plus 1%. Following execution, signing, and recording of the offered installment payment plan, property owners will receive their first annual payment notice when winter tax notices are sent out in the year the plan agreement is signed.
5. Installment payment plans will be subordinated or transferred upon request at Township costs.
6. Connections to the sewer system can be deferred for up to 24-months after time of formal notice that the public sewer is complete and available for connection. [This allows owners to select contractors and arrange financing of the private-side costs.]
7. Owners facing undue financial hardship may apply for hardship financing of the cost to complete the private side sewer service-lead construction, as well as each annual utility installment payment. [A Board appointed Hardship Assistance Review Committee has been established and has initiated work to review application.]
8. Relations have been established with staff representatives of the Home Assistance Program of USDA. Utility connections are related home repair needs for financially strapped homeowners are available through USDA. Oshtemo is promoting program awareness and assisting with referrals.
9. The community-at-large benefits from an annual investment of about \$1 million for local road network maintenance and road capital improvements. This capital investment benefits all users throughout the Township.

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

**MOTION TO ADOPT RESOLUTION 2021-1, RESOLUTION TO ACQUIRE AND  
CONSTRUCT CAPITAL IMPROVEMENTS, PUBLISH NOTICE OF INTENT TO  
ISSUE CAPITAL IMPROVEMENT BONDS AND MATTERS RELATED THERETO**

WHEREAS, Resolution 2021-1, Resolution to Acquire and Construct Capital Improvements, Publish Notice of Intent to Issue Capital Improvement Bonds and Matters Related Thereto is before the Township Board for consideration; and

WHEREAS, the proposed capital improvement bonds will be approved for the purpose of completing Phase 1 and Phase 2 of the USDA sewer project; and

WHEREAS, the residential connection fee within Phase 1 and Phase 2 of the USDA sewer project will be capped at \$5000.00 per parcel; and

WHEREAS, a portion of the Township's 2022 Road Levy (as established by the July 27, 2021 Resolution to Adopt 2022 Road Millage) will be used to reconstruct the roads within Phase 1 and Phase 2 of the USDA sewer project

WHEREAS, the Township will utilize a portion of its general fund, as well as the sewer surcharge, to construct and maintain the Township's sanitary sewer system for Phase I and Phase II of the USDA sewer project

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Oshtemo Charter Township Board adopts the attached Resolution 2021-1, Resolution to Acquire and Construct Capital Improvements, Publish Notice of Intent to Issue Capital Improvement Bonds and Matters Related Thereto.

Motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to adopt the foregoing Resolution 2021-1, Resolution to Acquire and Construct Capital Improvements, Publish Notice of Intent to Issue Capital Improvement Bonds and Matters Related Thereto.

Upon roll call vote the following voted "Aye":

The following voted "Nay":

The following were Absent: None

The following Abstained: None

The Supervisor declared the motion carried and duly adopted.

\_\_\_\_\_  
Dusty Farmer, Clerk  
Oshtemo Charter Township

\*\*\*\*\*

**CERTIFICATE**

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KALAMAZOO        )

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, hereby certify that the foregoing Motion to Adopt Resolution 2021-1, Resolution to Acquire and Construct Capital Improvements, Publish Notice of Intent to Issue Capital Improvement Bonds and Matters Related Thereto was approved by the Township Board of said Charter Township at a regular meeting of said Board held, via permitted ZOOM video conference during COVID-19 public health crises as authorized by PA 254 of 2020, on August 10, 2021, at which a quorum was present, and that the Motion was approved and ordered to take effect immediately.

\_\_\_\_\_  
Dusty Farmer, Clerk  
Oshtemo Charter Township

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

Minutes of a regular meeting of the Township Board of the Charter Township of Oshtemo, held electronically via Zoom videoconferencing in Kalamazoo, Michigan, on the 10th day of August 2021, at 6:00 p.m.

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

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

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ACQUIRE AND CONSTRUCT CAPITAL IMPROVEMENTS, PUBLISH NOTICE OF INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS AND MATTERS RELATED THERETO**

WHEREAS, it is necessary for the public health, safety and welfare of the Charter Township of Oshtemo (the "Township") to issue and sell capital improvement bonds pursuant to Section 517(1) of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"), to pay part of the cost of the acquisition and construction of extensions to the Township's sanitary sewer system and related road improvements including, without limitation, extensions in Westport, Meadowbrook, Frie & Gibbs, County Club, Whitegate Farms, Fairlane, and Skyridge Plat including Meridian Street (in entirety), Sunset Street (in entirety), 11th Street (Parkview Avenue to N Avenue) KL Avenue (8th Street to Autumn Way Boulevard), Beech Street (In entirety), 7th Street (West Main Street to South of Cross Country Drive) and West Main Street (8th Street to Township Hall west property line); together with related improvements and appurtenances including, but not limited to, road repaving and restoration, sidewalk and shared paths installation,

necessary easements, rights-of-way and interests in land, and the expenses of Township engineering, legal and financial consultants (together, the “Project”); and

WHEREAS, the current pre-bid estimate of cost of the Project, including construction, legal, financial, administrative and contingency costs, is \$27,196,000; and

WHEREAS, it is necessary and in the best interest of the Township to authorize the publication of a Notice of Intent to Issue Bonds in the not-to-exceed amount of \$30,000,000 (the “Notice of Intent”), and to set forth the Township Board’s intent with respect to the issuance of capital improvement bonds, in one or more series, in the not-to-exceed aggregate amount of \$30,000,000 for the Project; and

WHEREAS, it is necessary to publish the Notice of Intent to Issue Bonds pursuant to Section 517(2) of Act 34; and

WHEREAS, Section 517(3) of Act 34 provides that the debt limit for bonds issued in accordance with Section 517(1) of Act 34 is five percent (5%) of the Township’s state equalized valuation; and

WHEREAS, Section 517(1) of the Act provides that:

“the amount of taxes necessary to pay the principal and interest on that municipal security, together with the taxes levied for the same year, shall not exceed the limits authorized by law.”

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. The Township hereby determines to acquire and construct the Project and to pay for part of the costs of the Project by the issuance of capital improvement bonds in one or more series pursuant to Section 517(1) of Act 34 in the maximum principal amount of \$30,000,000. The balance of the costs of the Project shall be paid from grant funds, if any, investment earnings, if any, on bond proceeds, and other legally available funds. It is currently expected that bonds in one or more series will be issued by the Township to evidence a low-interest loan in the estimated

amount of \$27,196,000 by the U.S. Department of Agriculture's Rural Development agency ("Rural Development") for the sanitary sewer and road improvement portions of the Project. The balance of the Project for sidewalk and shared paths installation and related costs would be paid from the issuance of a separate series of bonds to be issued by the Township, which would not be included in the loan from Rural Development.

2. The Township hereby determines that, based upon the Township's 2021 state equalized value of \$1,125,337,000, the Township's debt limit for bonds issued in accordance with Section 517(1) of Act 34 is \$56,266,850, and the Township further determines that the bonds proposed for the Project in the maximum amount of \$30,000,000 may be issued by the Township within the aforesaid debt limit.

3. The principal and interest on the proposed bonds shall be payable from the Township's Sewer Fund, Road Fund, and/or the General Fund, other legally available funds, or a combination thereof. The Township Board does not expect that it will be necessary to levy any additional taxes to pay the principal and interest on the proposed bonds and, in no event, will any taxes necessary to pay the principal of and interest on the bonds, together with other taxes levied for the same year, exceed the limits authorized by law.

4. A notice of intent to issue capital improvement bonds in substantially the form attached hereto as Exhibit A (the "Notice") shall be published in accordance with Section 517(2) of Act 34 in the *Kalamazoo Gazette*, a newspaper of general circulation in the Township and determined to be the newspaper reaching the largest number of persons to whom the Notice is directed. The Notice shall not be less than 1/4 page in size in the newspaper.

5. The Township Board does hereby determine that the form of Notice and the manner of publication directed is the method best calculated to give notice to the Township's electors of this Township's intent to issue the bonds, the maximum amount of the bonds, the purpose of the

bonds, the source of payment and security for the bonds, the right of referendum on the issuance of the bonds and such other information as this Township Board determines necessary to adequately inform the Township's electors of the nature of the issue.

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

YEAS: Members: \_\_\_\_\_

NAYS: Members: \_\_\_\_\_

ABSTAIN: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Dusty Farmer, Clerk  
Charter Township of Oshtemo

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF KALAMAZOO     )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Oshtemo, Kalamazoo County, Michigan (the "Township"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting on the 10th day of August 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this \_\_\_\_ day of August 2021.

\_\_\_\_\_  
Dusty Farmer, Clerk  
Charter Township of Oshtemo

## **EXHIBIT A**

### **NOTICE TO ELECTORS OF THE CHARTER TOWNSHIP OF OSHTEMO OF THE TOWNSHIP'S INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO**

PLEASE TAKE NOTICE THAT THE CHARTER TOWNSHIP OF OSHTEMO intends to issue Capital Improvement Bonds in one or more series in a maximum amount which shall not exceed \$30,000,000.

#### **PURPOSE**

The Bonds shall be issued for the purpose of defraying part of the cost of the acquisition and construction of capital improvements within the Township consisting of extensions to the Township's sewer system and related road improvements including, without limitation, extensions in Westport, Meadowbrook, Frie & Gibbs, County Club, Whitegate Farms, Fairlane, and Skyridge Plat including Meridian Street (in entirety), Sunset Street (in entirety), 11th Street (Parkview Avenue to N Avenue) KL Avenue (8th Street to Autumn Way Boulevard), Beech Street (In entirety), 7th Street (West Main Street to South of Cross Country Drive) and West Main Street (8th Street to Township Hall west property line); together with related improvements and appurtenances including, but not limited to, road repaving and restoration, sidewalk and shared paths installation, necessary easements, rights-of-way and interests in land, and the expenses of Township engineering, legal and financial consultants (together, the "Project").

#### **ESTIMATED PROJECT COST**

The total estimated cost of the proposed Project, including contingency, is \$30,000,000. The costs of the Project shall be paid from bond proceeds, investment earnings, if any, on bond proceeds, and other legally available funds. It is currently expected that one or more series of the bonds, in the estimated amount of \$27,196,000, will be issued by the Township to evidence a low-interest loan by the U.S. Department of Agriculture's Rural Development agency for the sanitary sewer and road improvement portions of the Project. The balance of the cost of the Project (sidewalk and shared paths installation and related costs) would be paid from the issuance of a separate series of bonds to be issued by the Township, which would not be included in the loan from Rural Development.

#### **MAXIMUM AMOUNT AND TERMS OF REPAYMENT**

The Bonds shall be issued in one or more series in a maximum aggregate amount not to exceed \$30,000,000, shall mature serially with interest on the unpaid balance at a rate not to exceed the maximum rate of interest allowed by law and shall be repaid over a term not to exceed the maximum term permitted by law. The Bonds shall be issued pursuant to Act 34 of the Public Acts of Michigan of 2001, as amended.

#### **SOURCE OF PAYMENT AND SECURITY FOR THE BONDS**

The principal of and interest on the Bonds shall be payable from revenues of the Township's Sewer System, the Road Fund, and/or the Township's General Fund, other legally



available funds or a combination thereof, and shall be a general obligation of the Township secured by the Township's full faith and credit and limited tax pledge, within applicable statutory and constitutional tax limitations applicable to the Township. THE TOWNSHIP DOES NOT REASONABLY EXPECT THAT IT WILL BE NECESSARY TO LEVY ANY ADDITIONAL TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE PROPOSED BONDS AND FURTHER THE TOWNSHIP WILL NOT HAVE THE AUTHORITY TO LEVY ADDITIONAL TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS OVER PRESENTLY EXISTING TOWNSHIP MILLAGE LIMITS WITHOUT A FURTHER VOTE OF TOWNSHIP ELECTORS.

### **RIGHT OF REFERENDUM**






THE BONDS WILL BE ISSUED WITHOUT A VOTE OF TOWNSHIP ELECTORS APPROVING THE BONDS, UNLESS, WITHIN 45 DAYS FROM THE DATE OF PUBLICATION OF THIS NOTICE OF INTENT, A PETITION, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE LIMITS OF THE CHARTER TOWNSHIP OF OSHTEMO, SHALL BE FILED WITH THE TOWNSHIP BOARD REQUESTING A REFERENDUM UPON THE QUESTION OF THE ISSUANCE OF THE BONDS. IF PETITIONS ARE SO FILED, THE BONDS SHALL NOT BE ISSUED UNTIL APPROVED BY THE VOTE OF A MAJORITY OF THE ELECTORS OF THE TOWNSHIP QUALIFIED TO VOTE AND VOTING ON THE QUESTION OF ISSUING THE BONDS AT A GENERAL OR SPECIAL ELECTION.

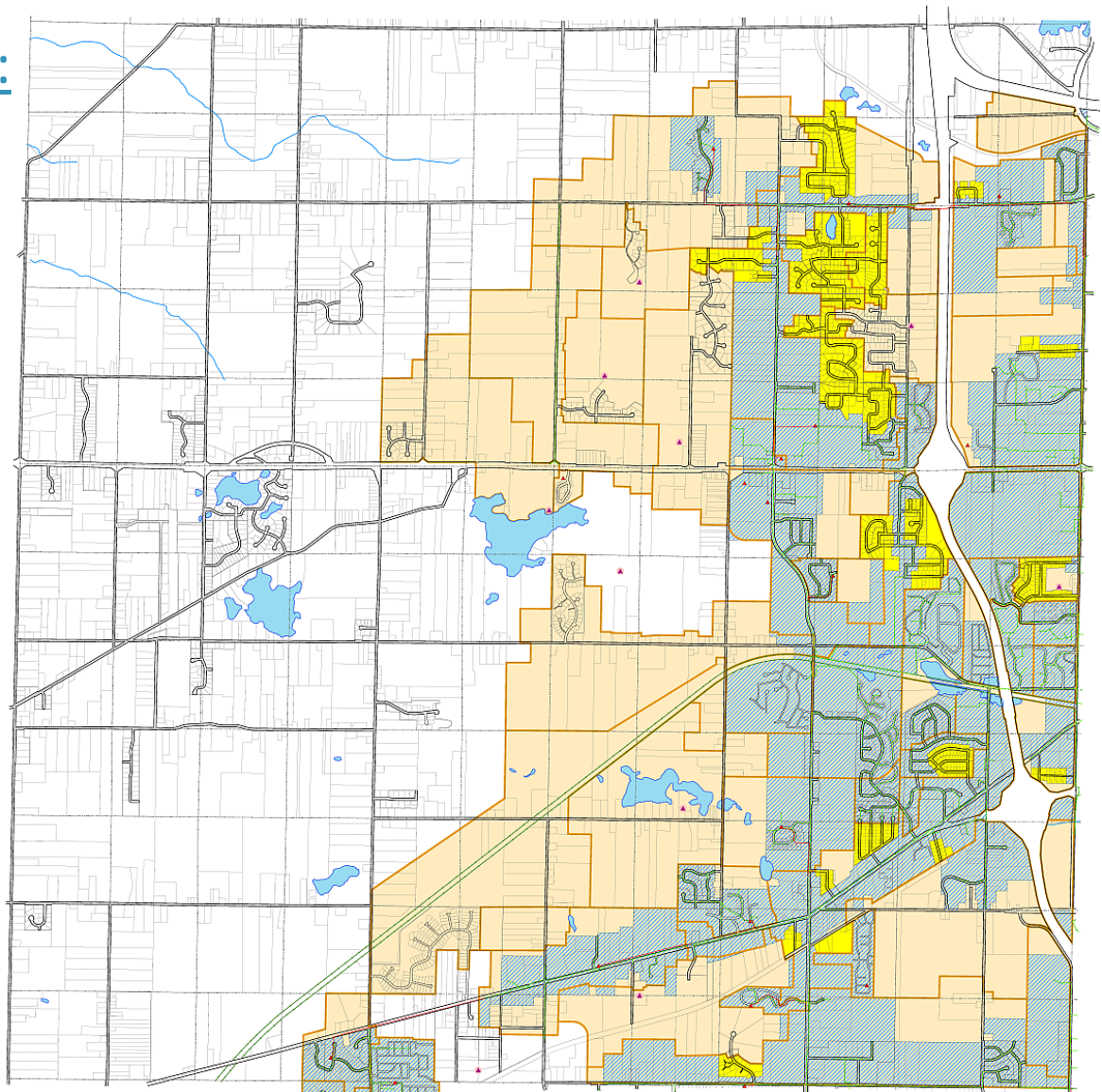
This Notice is published pursuant to the requirements of Section 517 of Act 34 of the Public Acts of Michigan of 2001, as amended, and was approved by the Township Board of the Charter Township of Oshtemo on August 10, 2021.

Dusty Farmer, Township Clerk  
Charter Township of Oshtemo

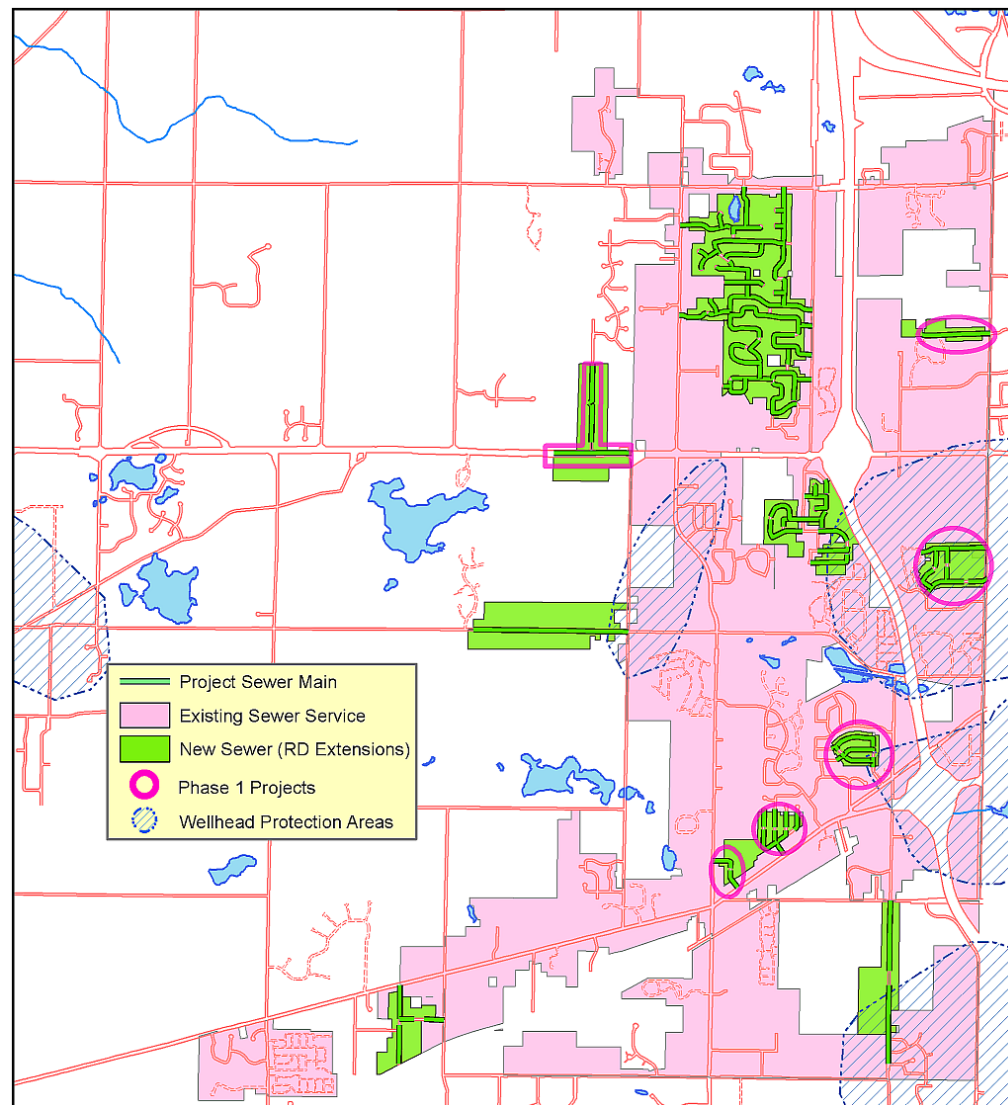
# 2011 Sanitary Sewer-Shed: Community Wide Strategic Planning and Design Feasibility

## CONCEPT PLAN LEGEND

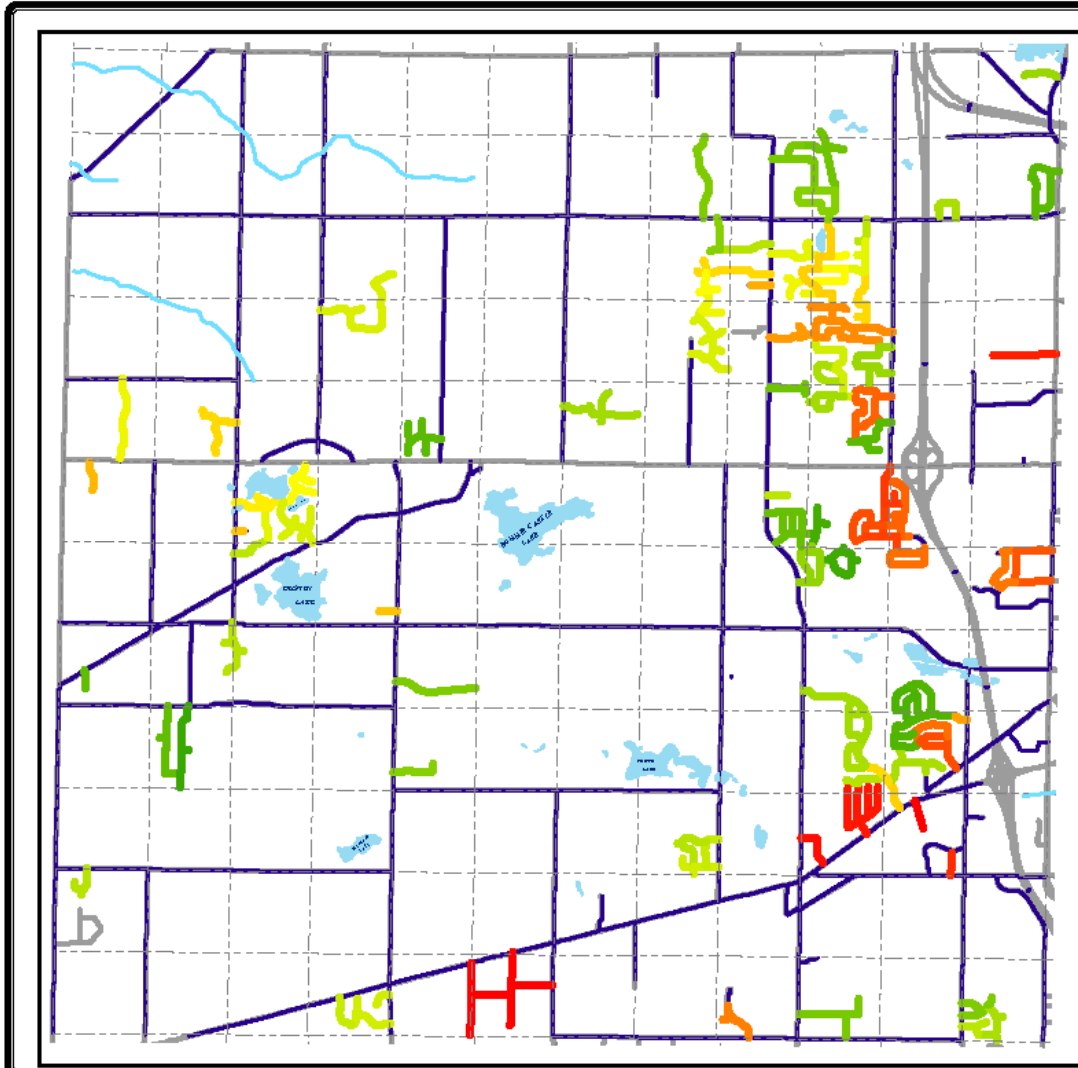
-  Plats/Condo's Ready to be Served
-  Sanitary Sewer Service Availability
-  Sanitary Service Area Boundaries-Concept
-  Sanitary Sewer Pump Station -Existing
-  Sanitary Sewer Pump Station-Future



# USDA - Rural Development Financing



OVERALL  
AGE



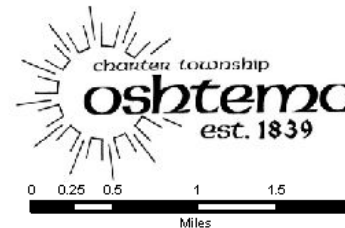
### NEIGHBORHOOD & SUBDIVISION ROADS

#### AGE COLOR RAMP\*

- 1 - 20 YEARS
- 21 - 35 YEARS
- 36 - 50 YEARS
- 51 AND OVER

- Other Local/RCKC Roads
- MDOT/City of Kalamazoo

*\*Age of road is presumed to be similar to the date of the recorded subdivision. This illustration is further supplemented by institutional memory and anecdotal opinion of Oshkemo and Road Commission personnel.*



RCKC  
Road Commission  
of Kalamazoo County  
3801 E. Kilgore Road  
Kalamazoo, MI 49001  
(269) 381-5171  
Fax (269) 381-1760  
[www.kalamazoo-countyroads.com](http://www.kalamazoo-countyroads.com)



**LEASE AGREEMENT OF OSHTEMO CHARTER TOWNSHIP AND SOUTHWEST  
MICHIGAN BUILDING AUTHORITY**

This Lease Agreement (hereafter "Lease" or "Agreement") is dated the latter of the two signature dates, by and between Oshtemo Charter Township ("Landlord"), and Southwest Michigan Building Authority ("Tenant"). The parties agree as follows:

**PREMISES.** The Landlord, in consideration of the payment terms provided in this Agreement, leases to Tenant the office space as described below (the "Premises") located at 7275 W Main St, Kalamazoo, MI 49009.

- All areas indicated in red in Appendix A Drawing 1 and in Appendix A Drawing 2.

**TERM.** The lease term will begin on January 01, 2021 and will terminate on December 31, 2023.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$5,250.00, payable in advance, on the last day of each quarterly period of said lease, for a total lease payment of \$21,000.00 annually for the year 2021. Tenant shall pay to Landlord lease payments of \$5,500.00, payable in advance, on the last day of each quarterly period of said lease, for a total lease payment of \$22,000.00 annually for the years 2022 and 2023. Lease payments shall be made to the Landlord at 7275 W Main St, Kalamazoo, MI 49009.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**FURNISHINGS.** Furnishings will be provided to Tenant by Landlord as described below. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

- Cubicle office furniture (desk tops, cubicle walls, supports, and "built-in" drawers and filing cabinets).
- Garbage / Recycling bins.

**PARKING.** Tenant shall be entitled to use a minimum of 10 parking spaces for the parking of the Tenant's employee / customer motor vehicles.

**STORAGE.** Tenant shall be entitled to store items of personal property in the Premises during the term of this Lease. Landlord shall not be liable for loss of or damage to such stored items.

**AMENITIES.** Tenant shall be entitled to the use of such amenities by Landlord as described below ("Amenities").

- All areas indicated in green in Appendix A Drawing 1 and in Appendix A Drawing 2
- Specifically:
  - o Break room
  - o Bathrooms

**LEASE AGREEMENT OF OSHTEMO CHARTER TOWNSHIP AND SOUTHWEST  
MICHIGAN BUILDING AUTHORITY**

- Server room (For installation of shared networking equipment and telephony infrastructure).
- Copy room (For occasional use of general office supplies and equipment not maintained by Tenant.
- Conference Room Spaces (“North”, “South”, and “Small” conference rooms).

**ACCESS.** Landlord shall provide to Tenant at least one key for the main entrance and brown double entry doors to the lobby. Landlord shall also provide a unique door access code to all Tenant employees, with access to (at minimum) employee entrances and office spaces within the Premises leased by Tenant.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord upon request. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord’s interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain appropriate liability insurance on the Premises. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord upon request.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times.

**UTILITIES AND SERVICES.** Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Water and Sewer
- Gas
- Heating
- Garbage and Trash Disposal
- Janitorial Services
- Internet

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Telephone Service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges, and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 90 days’ written notice to Tenant that the Premises have been sold.

**LEASE AGREEMENT OF OSHTEMO CHARTER TOWNSHIP AND SOUTHWEST  
MICHIGAN BUILDING AUTHORITY**

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is Condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Lease Payments paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under the Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged actual cost for any fees incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (Which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the Premises to prospective buyers, mortgagees, tenants, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

**LEASE AGREEMENT OF OSHTEMO CHARTER TOWNSHIP AND SOUTHWEST  
MICHIGAN BUILDING AUTHORITY**

suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY / SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, with shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:

Oshtemo Charter Township  
7275 W Main St  
Kalamazoo, MI 49009

Tenant

Southwest Michigan Building Authority  
7275 W Main St  
Kalamazoo, MI 49009

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Michigan.

**ENTIRE AGREEMENT / AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other



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MICHIGAN BUILDING AUTHORITY**

agreements, whether oral or written, relating the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

[Signature page follows.]

**LEASE AGREEMENT OF OSHTEMO CHARTER TOWNSHIP AND SOUTHWEST  
MICHIGAN BUILDING AUTHORITY**

**LANDLORD:**

Oshtemo Charter Township

By: \_\_\_\_\_

Libby Heiny-Cogswell

Its: Supervisor

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

**TENANT:**

Southwest Michigan Building Authority

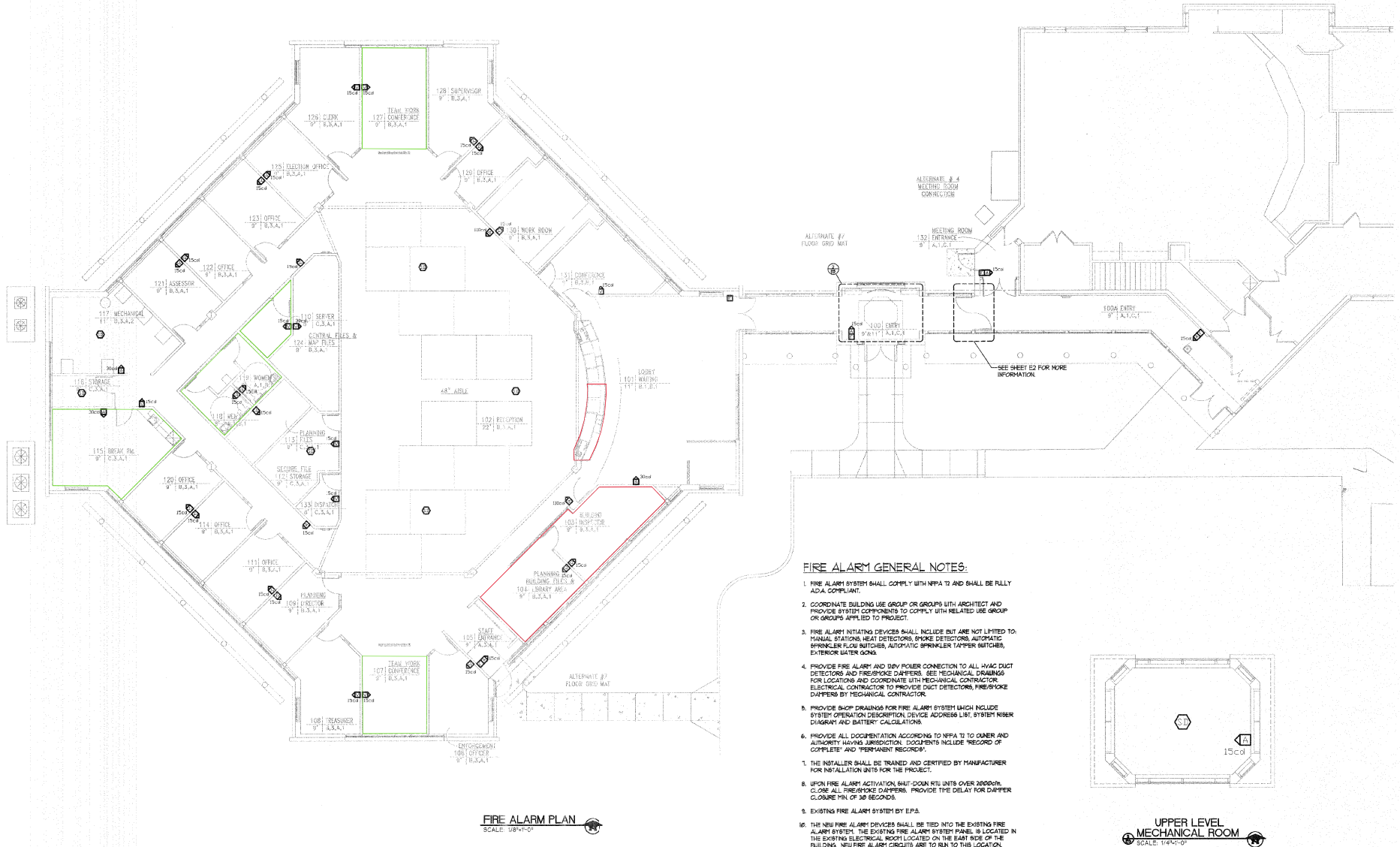
By: \_\_\_\_\_

Dusty Farmer

Its: Board Chairperson

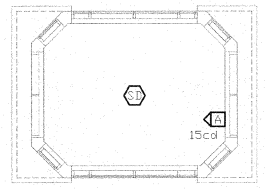
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# Appendix A - Drawing 1



### FIRE ALARM GENERAL NOTES:

1. FIRE ALARM SYSTEM SHALL COMPLY WITH NFPA 72 AND SHALL BE FULLY ADA COMPLIANT.
2. COORDINATE BUILDING USE GROUP OR GROUPS WITH ARCHITECT AND PROVIDE SYSTEM COMPONENTS TO COMPLY WITH RELATED USE GROUP OR GROUPS APPLIED TO PROJECT.
3. FIRE ALARM INITIATING DEVICES SHALL INCLUDE BUT ARE NOT LIMITED TO MANUAL STATIONS, HEAT DETECTORS, SMOKE DETECTORS, AUTOMATIC SPRINKLER FLOW SWITCHES, AUTOMATIC SPRINKLER TAMPER SWITCHES, EXTERIOR WATER GONGS.
4. PROVIDE FIRE ALARM AND RY/RISER CONNECTION TO ALL HVAC DUCT DETECTORS AND FIRE/SMOKE DAMPERS. SEE MECHANICAL DRAWINGS FOR LOCATIONS AND COORDINATE WITH MECHANICAL CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE DUCT DETECTORS, FIRE/SMOKE DAMPERS BY MECHANICAL CONTRACTOR.
5. PROVIDE SHOP DRAWINGS FOR FIRE ALARM SYSTEM WHICH INCLUDE SYSTEM OPERATION DESCRIPTION, DEVICE ADDRESS LIST, SYSTEM RISER DIAGRAM AND BATTERY CALCULATIONS.
6. PROVIDE ALL DOCUMENTATION ACCORDING TO NFPA 72 TO OWNER AND AUTHORITY HAVING JURISDICTION. DOCUMENTS INCLUDE RECORD OF COMPLETE AND "PERMANENT RECORDS".
7. THE INSTALLER SHALL BE TRAINED AND CERTIFIED BY MANUFACTURER FOR INSTALLATION UNITS FOR THE PROJECT.
8. UPON FIRE ALARM ACTIVATION SHUT-DOWN RTU UNITS OVER 2000cfm. CLOSE ALL FIRE/SMOKE DAMPERS. PROVIDE THE DELAY FOR DAMPER CLOSEURE MIN OF 30 SECONDS.
9. EXISTING FIRE ALARM SYSTEM BY EPA.
10. THE NEW FIRE ALARM DEVICES SHALL BE TIED INTO THE EXISTING FIRE ALARM SYSTEM. THE EXISTING FIRE ALARM SYSTEM PANEL IS LOCATED IN THE EXISTING ELECTRICAL ROOM LOCATED ON THE EAST SIDE OF THE BUILDING. NEW FIRE ALARM CIRCUITS ARE TO RUN TO THIS LOCATION.

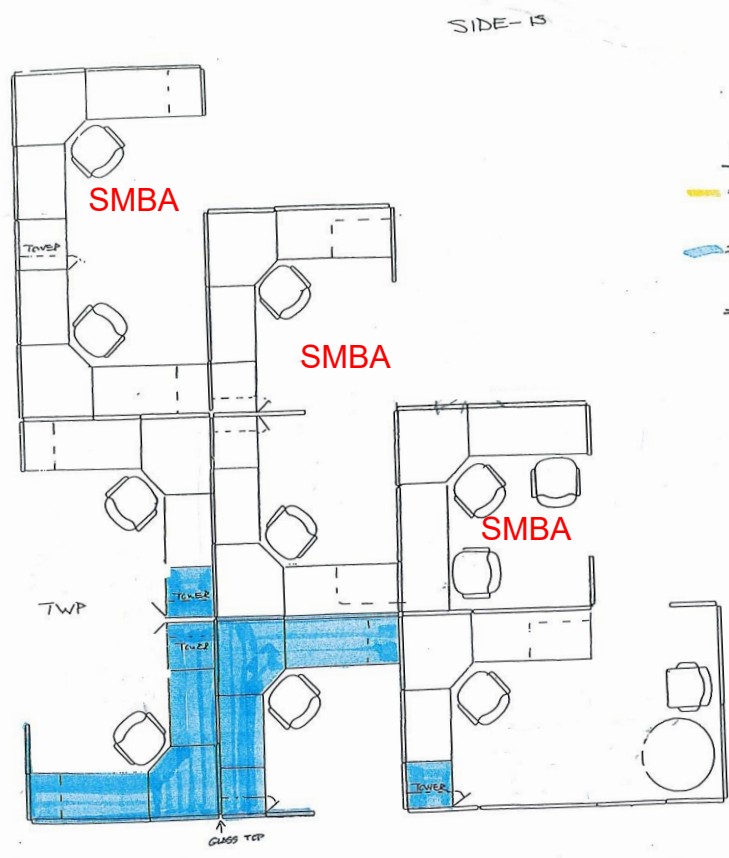
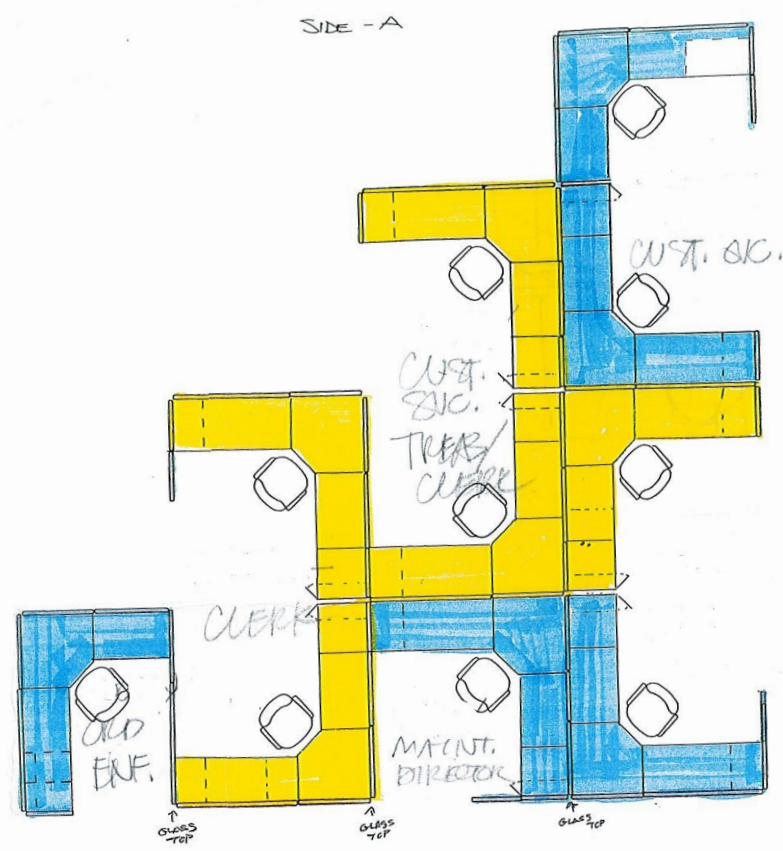


UPPER LEVEL MECHANICAL ROOM  
SCALE: 1/8" = 1'-0"

FIRE ALARM PLAN  
SCALE: 1/8" = 1'-0"

2/2016

# Appendix A - Drawing 2



- KEY
- EXISTING PRODUCT NOT MOVING
  - EXISTING PRODUCT RE-USING
  - NEW PRODUCT



August 05, 2021

**Mtg Date:** August 10, 2021  
**To:** Oshtemo Charter Township Board  
**From:** Colten Hutson, Zoning Administrator  
**Subject:** Special Exception Use, Huntington Run Mobile Home Park Expansion

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Objective:

Consideration of the proposed Site Plan and Special Exception Use request to expand the Huntington Run Mobile Home Park onto a neighboring 8-acre parcel to the west. The proposed expansion would provide an additional 31 mobile home units to the park.

Background:

Per Oshtemo Township's Zoning Ordinance, Section 64.20: Applicability, site plans for mobile home communities require Township Board approval with a recommendation from the Planning Commission. The Planning Commission held a public hearing for the Huntington Run Mobile Home Park expansion on Thursday, July 29, 2021. At that public hearing, the Planning Commission received three public comments regarding the request. All were in support of the expansion, however, wanted both the Commission and applicant to be aware of their concerns regarding the existing portion of the mobile home park and how they believed the expansion would affect them. Concerns included 1) enforcement of speed limits within the park, 2) the capacity of the existing pump station for sanitary sewer, 3) need for additional visitor parking, and 4) lighting within the existing portion of the mobile home park.

After discussion, the Planning Commission unanimously motioned to forward the proposed Site Plan and Special Exception Use request to the Township Board with a recommendation of approval.

Information Provided: Report to the Oshtemo Township Planning Commission and Site Plan.

Requested Action: Approve the Site Plan and Special Exception Use as recommended by the Planning Commission.

July 22, 2021



**Mtg Date:** July 29, 2021

**To:** Oshtemo Township Planning Commission

**From:** Colten Hutson, Zoning Administrator

**Applicant:** Michael Callaghan, The Four Leaf Companies

**Owner:** Huntington Run Partners LLC

**Property:** Unaddressed, Parcel Number 05-35-255-010 & 6255 Cranbrook Lane, Parcel numbers 05-35-230-012, 05-35-280-011, and 05-35-280-019.

**Zoning:** R-5: Residence District  
Village Form Based Code Overlay Zone

**Request:** Site plan and special use approval to expand the Huntington Run Mobile Home Park by adding an additional 31 mobile home units.

**Section(s):** Section 49.150: Mobile Home Parks and Accessory Buildings and Uses  
Section 64: Site Plan Review  
Section 65: Special Uses

**PROJECT SUMMARY:**

Huntington Run Partners LLC is requesting site plan and special use approval to expand the Huntington Run Mobile Home Park onto a neighboring 8-acre parcel to the west. The proposed expansion would provide an additional 31 mobile home units to the park. The project area under consideration is outlined in light blue on the map to the right, with the expansion area identified by the yellow star. All four parcels are zoned R-5 Residence District.

Huntington Run Mobile Home Park currently spans over 38 acres and has 177



mobile home units. If the expansion is approved, the mobile home park will have 208 mobile home units on an area of approximately 46 acres. The existing portion of the mobile home park is located at 6255 Cranbrook Lane along Atlantic Avenue, with the expansion area adjacent to its immediate west. Mobile home parks are listed as a special use within the R-5 district. Site plans for special exception uses of this nature generally go through a formal review process that begins at an administrative level and then ultimately goes before the Township Board following approval from the Planning Commission.

It should be noted that the 8-acre parcel housing the proposed expansion is within the Village Form Based Code Overlay Zone. Permitted and special uses in the Village Form Based Code Overlay Zone are designated by the underlying zoning district. As noted above, the expansion area is zoned R-5 Residence District which allows for mobile home parks as a special use. The Overlay does not provide standards for mobile home parks and therefore is not applicable to this request.

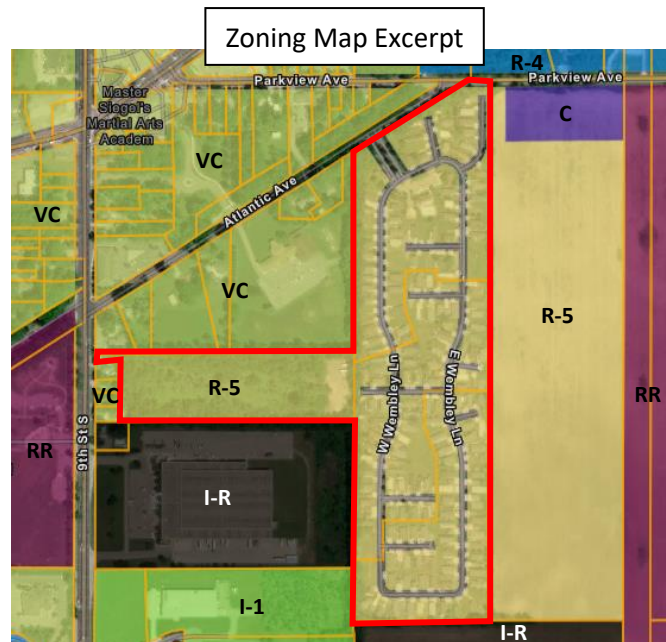
**ANALYSIS:**

When reviewing this Special Use request, there are three sets of criteria that need to be considered: 1) the general site plan review criteria outlined in Section 64, 2) the general special use review criteria outlined in Section 65.30, and 3) the specific requirements for special uses outlined in Section 49.150. Below is an analysis of the proposal against these three Sections. Overall, most of the requirements of Section 64, Section 65.30, and Section 49.150 have been met.

**Section 64: Site Plan Review**

**General Zoning Compliance:**

*Zoning:* Huntington Run Mobile Home Park and the proposed expansion area are zoned R-5: Residence District and situated in the southeast quadrant of the Township. Mobile home parks are permitted as a special use within the R-5 district. The property abuts farmland to its east and south, industrial uses to its southwest, along with a mixture of low and high density residential, offices and institutional uses to its west, northwest, and north. The adjacent zoning varies between R-5: Residence District, R-4: Residence District, I-R: Industrial District, Restricted, I-1: Industrial District, and VC: Village Commercial. See zoning map excerpt on the right. Approximately 2.41 acres of open space is proposed.



The existing portion of the mobile home park currently spans over three separate parcels. If the expansion is approved, the mobile home park would cover a total of four parcels. It should be noted for best planning practices, staff requested the applicant submit a land combination application to the Township to combine the subject four parcels into one. This application would be formally reviewed pending approval from the Planning Commission and Township Board.

**Access and Circulation:**

*Access:* Section 49.150(C) of the Zoning Ordinance requires that all mobile home parks have a minimum of two access streets connecting said park to public roadway. The existing portion of the mobile home park under consideration has road frontage along Parkview Avenue and Atlantic Avenue. The already established access drive adjacent to Atlantic Avenue is a boulevard entrance with 24' wide ingress lane, 24' wide island, and 24' wide egress lane. The expansion area would also acquire an additional 40' of road frontage adjacent to S 9<sup>th</sup> Street. Since a normal secondary access drive in this location with ingress/egress lanes would not meet the Road Commission of Kalamazoo County's safety standards and specifications, the applicant applied for a variance. The variance request was to reduce the total number of access drives for the mobile home park to one. On April 27, 2021, the Zoning Board of Appeals reviewed and granted the requested relief from Section 49.150(C) of the Zoning Ordinance. However, a condition of approval of the variance was that a 20' wide emergency access drive adjacent to S 9<sup>th</sup> Street be installed in conformance to the Fire Department's safety standards and specifications. The emergency access drive will be securely gated with a Knox Box for Fire Department access and will only be utilized for fire and safety purposes. **A permit by the Road Commission of Kalamazoo County authorizing the emergency access drive will be required as a condition of approval.**

The site is designed to accommodate two-way travel throughout the mobile home park. The circulation aisles on the submitted site plan are proposed to be 24' in width. The Fire Marshal has reviewed the site plan and found it adequate to service emergency vehicle circulation.

*Parking:* The proposed site plan demonstrates that each mobile home will have three 10' x 20' concrete parking stalls on their corresponding site. The three parking stalls will be designed in an "L-shape" type formation, allowing two parking stalls to abut the interior drive with an extra stall closer to the structure. On-street parking is prohibited as no on-street parking is being proposed.

*Easements:* A 16.5' wide Michigan Bell easement dedicated for telephone services spans along the expansion areas frontage on the east side of S 9<sup>th</sup> Street. An established 30' wide easement located on the north side of the expansion area that was designated for utilities was terminated in April of 1994. No changes to the current easements for the existing portion of the mobile home park are proposed.

*Sidewalks:* For projects undergoing formal site plan review, an internal sidewalk network shall be required along any public right-of-way or private street easement. The site plan under consideration proposes a sidewalk network along the circulation aisle's interior. The sidewalk being proposed will be 4' wide and made of concrete. Said facility is also proposed to extend to the existing portion of the mobile home park, spanning on the north side of the circulation aisle along with connecting to the proposed 6' wide shared use path adjacent to S 9<sup>th</sup> Street, extending on the south side of the emergency access drive.

*Shared Use Path:* Per Section 57.90: Sidewalks of the Zoning Ordinance, sidewalks indicated on the Township's Non-motorized Plan shall be installed by the developer when properties adjacent to planned non-motorized facilities receive site plan approval from the municipality. The Township's Non-motorized Plan does identify a 6' wide shared use path adjacent to the subject site on the east side of S 9<sup>th</sup> Street. Said plan also identifies 5' wide sidewalks adjacent to Parkview Avenue and Atlantic Avenue. The proposed site plan does include the mentioned non-motorized



facilities. It should be noted that the site plan will need to be revised so that it eliminates the annotation describing that an escrow account is to be established for future sidewalk installation. An updated site plan shall be required as such non-motorized facilities shall be installed by the developer as a condition of approval.

### Building Design

*Building Information:* The proposed mobile home units will be approximately 1,568 SF in size. The area of the individual sites are proposed to be roughly 7,692 SF in size. These one-story buildings will be accompanied with two different floor plans. The Sherwood floor plan offers colors in graphite gray, pebble clay, harbor stone, and cypress while the Pulse floor plan offers colors in gray, clay, flint, and bayou blue. Both styles would consist of vinyl siding for the exterior materials. See images of the building's exterior to the right and below.



*Lot Dimensions:* The site under consideration is about 46 Acres and has approximately 40' of road frontage on S 9<sup>th</sup> Street, 574' of road frontage adjacent to Atlantic Avenue, and 176' of road frontage adjacent to Parkview Avenue (790' total). The mobile home park with the expansion area exceeds both the property area (15 acres minimum) and frontage (200' minimum) requirements of the R-5: Residence District. The site's dimensions satisfy zoning ordinance requirements.

*Setbacks:* Properties located within the R-5: Residence District are required to have a minimum front yard building setback of 30'. If properties are located along a designated highway within the Township, they are subject to additional setback requirements if greater than what is outlined for the underlying zoning district. The minimum setback requirement for properties adjacent to S 9<sup>th</sup> Street, a designated highway, is 70'. The mobile home units that are situated immediately east of the single-family homes adjacent to S 9<sup>th</sup> Street is setback 145' away from the S 9<sup>th</sup> Street public right-of-way line. Properties zoned R-5: Residence District are also subject to have a minimum side and rear yard setback of 10'. The mobile homes units are setback 30' from the southern property line and approximately 65' from the northern property line. **A revised site plan**

**illustrating a minimum setback of 10’ or the height of the abutting side of the building at its highest point as measured from the grade of the property line, whichever is greater, between the eastern property line and mobile home units 178 and 179 as displayed on the site plan shall be submitted as a condition of approval.**

*Fencing:* The applicant is proposing fencing to be installed on the western, northern, and southern property lines due to the various uses surrounding the property. Fencing for mobile home parks is not a requirement per ordinance but are allowed a maximum fence height of 8’ in the R-5: Residence District. However, there are inconsistencies regarding the height and type of fencing proposed in the site plan and landscaping plan. **Such inconsistencies with the fencing will need to be corrected and reviewed administratively as a condition of approval.**

*Lighting:* The applicant has expressed that they are experiencing difficulties of finding a service provider that can design a photometric plan for the project. **Since a great majority of the site plan is complete, staff is comfortable with the applicant submitting a photometric plan to be reviewed administratively as a condition of approval.**

*Signs:* No additional signage for the site is proposed. If the applicant wishes to add signage in the future, such signage will be required to be reviewed and approved by staff at time of their sign permit application submission.

#### **Landscaping**

The landscaping plan that was submitted is satisfactory as the applicant is proposing to preserve a number of trees in addition to planting several different tree species on-site. The proposed landscaping plan also illustrates that the mobile home units will possess at least one tree on each respective site. Such trees will be strategically placed in the front yard of each site to provide a form of streetscaping. Such trees are proposed to have a 2” caliper and will consist of different tree species such as red pointe maples, black gums, and red oaks.

#### **Engineering**

Prein & Newhof and the Oshtemo Public Works Department have reviewed the project site plan and are satisfied with the proposal.

#### **Fire Department**

The Fire Marshal has reviewed the site plan and is satisfied with the proposal. The control gate is placed in a desired location and will have a Knox Box attached for Fire Department access. Such gate will need to conform to the safety standards and specifications set by the Fire Department.

#### Section 65.30: Special Use Review Criteria

**A. Master Plan/Zoning Ordinance: The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.**

The Township’s Future Land Use Plan categorizes this area on the east side of S 9<sup>th</sup> Street, just south of Atlantic Avenue, as *Transitional Office*. This category is intended to buffer low density residential areas from commercial zoning by allowing *limited* non-residential uses along relatively busy roadways that tend to be less desirable for residential development. Uses outlined within this designation include a combination of office uses such as professional service firms along with institutional uses such as churches, libraries, and public recreation. This property is zoned R-5:

Residence District. Mobile home parks are permissible through special exception use approval from the Planning Commission within the R-5: Residence District. Although the proposed use does not meet the intent of the Township's Master Plan documents for this area, it does indeed comply with the Township's current Zoning Ordinance and Zoning Map.

**B. Site Plan Review: The Site Plan Review Criteria of Section 64**

A site plan has been provided. See the above evaluation under [Section 64: Site Plan Review](#).

**C. Impacts:**

**1. The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.**

The proposed project area will be an extension of an existing mobile home park adjacent to the east. Mobile home parks are considered as a special exception use within the R-5: Residence District. The property to the immediate east of the existing portion of the mobile home park shares the same zoning designation of R-5: Residence District. The R-5: Residence District allows for a mixture of use types. Such uses include adult foster care facilities, group day care homes, mobile home sales, mobile home subdivisions and condominium projects, communication towers, etc. Additional higher density residential exists just north of the mobile home park on the north side of Parkview Avenue. An extension of the mobile home park on the neighboring 8-acre parcel would be harmonious with the other existing uses surrounding the site and would follow best planning practices. It is typical to see a concentrated area of higher intensity development to be incrementally surrounded by lower intensity development. An example of this would be a commercial area followed by higher density residential which is then followed by lower density residential. With the existing higher intensity development to the south, in which transitions to lower density further north, the proposed use on this site would follow the pattern that is described. With the proposed mobile home park being compatible with the allowable use within this zoning district, and being in accordance with the Zoning Ordinance, staff has no concerns that the proposed use will negatively affect neighboring uses.

**2. Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.**

The expansion area currently remains as a vacant, unimproved parcel. The proposed site plan suggests that the mobile home park will be well buffered from adjacent properties through natural wooded areas and intentional tree plantings on-site. The site plan is also providing screening in the form of fencing along the northern, western, and eastern property lines. Additionally, the proposed access drive adjacent to S 9<sup>th</sup> Street will be used in a limited fashion for emergency purposes only, as this will be a locked and gated entrance. All vehicular movements will circulate through the existing portion of the mobile home park and filter out through the existing boulevard entrance drive adjacent to Atlantic Avenue. The minimum building setbacks have been met. See sections on Access and Landscaping under Section 64: Site Plan Review of this report. With this expansion, Township staff foresee no detriment or injury to adjacent properties or the general public.

**3. The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.**

Uses within the R-5: Residence District zoning classification are allowed to be developed on this site. In 2005, the Planning Commission approved the same project. Although the special exception use permit expired, this demonstrates that this type of land use was deemed appropriate in the proposed location. It should be noted that Oshtemo Township's engineering consultant, Prein and Newhof, did evaluate the existing and future development of Huntington Run and the driveway connected to Atlantic Avenue from a traffic engineering standpoint. The data from traffic counts in 2017 indicated that the traffic on Atlantic Avenue is moderately low. Prein and Newhof believes that the additional traffic generated by the proposed development expansion alone would not enough to trigger the need for a secondary full point of ingress/egress. Additionally, although there may be an increase in noise throughout the construction phases of the project, staff anticipates that the completed stage of the project will not generate such negative impacts on adjacent properties.

**D. Environment: The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.**

The proposed project will be developed on property that is presently undeveloped. The subject expansion area is approximately 8 acres and is heavily wooded. Many trees central to the project area will need to be eliminated in order to accommodate key infrastructure and the mobile home units themselves. However, the applicant is proposing to install new tree plantings and shrubbery throughout the site in addition to conserving many of the existing trees along the perimeter of the property. Through low impact development practices, a decent amount of open space will remain prevalent.

**E. Public Facilities: Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.**

The existing portion of the mobile home park is already adequately serviced by municipal water and sanitary sewer. If approved, such utilities would be extended to the expansion area from the east and be connected to the existing infrastructure. The Township's Non-motorized Transportation Plan does identify a 6' wide shared use path adjacent to the subject site on the east side of S 9<sup>th</sup> Street. Said plan also identifies 5' wide sidewalks adjacent to Parkview Avenue and Atlantic Avenue. The site plan does include the mentioned non-motorized facilities. Such facilities will be installed as a condition of approval.

**F. Specific Use Requirements: The Special Use development requirements of Article 49.**  
See evaluation under Section 49.150.

**A. Shall include residences for the mobile home park owner and family.**

Although no units will be assigned for the mobile home park owner, the presence of a community office on the premises meets the intention of the Zoning Ordinance. A community office has already been established in the existing portion of the mobile home park at 6255 Cranbrook Lane. Requirement satisfied.

**B. All mobile home parks shall comply with the requirements imposed by Michigan Public Act 419 of 1976 and any and all amendments thereto and with any and all regulations promulgated thereunder by the Michigan Mobile Home Commission and the Michigan Department of Public Health, except as said Act and regulations may be modified by the provisions herein.**

The applicant has acknowledged that the development will follow the requirements set forth in the Michigan Public Act 419 of 1976 and the provisions of the Zoning Ordinance.

**C. Mobile home parks shall have no less than 200 feet of frontage on a dedicated public road. Every mobile home park must have a minimum of two access streets connecting said park to a public highway or highways unless the Zoning Board of Appeals grants a variance from such requirements where, in the opinion of said Board, the additional access or accesses would not improve traffic safety because of the peculiar characteristics of the proposed development.**

Requirement satisfied. With the mobile home park expansion, the site will have roughly 790' of frontage adjacent to public roadway. The applicant sought and was granted a variance from the Zoning Board of Appeals in which allowed the required number of access streets connecting the park to public roadway to be reduced to one. Please see language on Access under Section 64: Site Plan Review of this report for details.

**D. Mobile home parks shall not be less than 15 acres in size.**

Requirement satisfied as the overall mobile home park including the expansion area provides a total of 46 acres.

**E. Landscaping in accordance with Article 53 - Landscaping shall be provided.**

Requirement satisfied. Please see attached Landscaping Plan and language on Landscaping under Section 64: Site Plan Review of this report for details.

**F. All two-way interior drives within a mobile home park shall be paved with asphalt or a similar hard surface so as to have a paved driving surface with a minimum width of 21 feet exclusive of any area used for parking. All one-way interior drives within a mobile home park shall also be paved with asphalt or a similar hard surface so as to have a paved driving surface with a minimum width of 13 feet exclusive of any area used for parking. When an interior drive would serve as a connecting link between different land ownerships or different public roads, either currently or within the foreseeable future, it shall, regardless of whether it is a public or private road, be constructed in accordance with the public road specifications of the**

**Kalamazoo County Road Commission and be located upon a reserved right-of-way of not less than 66 feet in width.**

Requirement satisfied as the proposed circulation aisle will be 24' in width and will be designed to allow for two-way travel. A variance was granted in which allowed the mobile home park to operate with one access drive. Since the proposed access drive adjacent to S 9<sup>th</sup> Street will be used for emergency purposes only, and with it being a locked and gated entrance, it is not considered a connecting link between public roads, therefore, waiving the road right-of-way width requirements of 66'. Please see language on Access under Section 64: Site Plan Review of this report for further details.

- G. Two paved off-street (or drive) parking spaces for each mobile home site shall be provided; in addition, regional paved off-street (or drive) parking spaces shall be provided sufficient for the parking of one vehicle for every three mobile home sites. On-street (or drive) parking shall be prohibited. Notwithstanding the foregoing, the within provisions shall not be deemed to prohibit paved parking bays contiguous to interior drives, so long as said paved parking bays do not intrude upon the minimum interior drive, driving surface widths prescribed above and meet the relevant standards for parking bays promulgated by the Michigan Mobile Home Commission pursuant to Michigan Public Act 419 of 1976, as amended.**

Requirement satisfied as each of the 31 mobile home units will be provided three off-street parking stalls. No off-street parking is proposed nor is allowed.

- H. Each mobile home site shall be well-drained and be provided with a permanent foundation providing adequate footing such as concrete piers, concrete ribbons (at least 24 inches in width) or a concrete slab base.**

Requirement satisfied.

- I. All utilities, including Cable TV, installed in the mobile home park must be installed underground.**

Requirement satisfied as noted on site plan.

- J. Fire hydrants must be installed and the placement and size thereof shall be determined by the developer subject to the approval of the Township Fire Department.**

The Fire Marshal has reviewed the site plan and approves of the placement and size of the fire hydrants being proposed. Requirement satisfied.

- K. Each mobile home park shall be developed with sites of not less than 5,500 square feet per mobile home unit. These 5,500 square feet for any one site may be reduced up to 20 percent provided that the minimum individual site is not less than 4,400 square feet. For each square foot of land gained through the reduction of a site below 5,500 square feet, at least 75 percent of the land saved shall be dedicated as open space, but in no case shall the open**

**space requirement be less than that required under Rule 125.1946 of the Michigan Administrative Code.**

Requirement satisfied as each mobile home site is proposed to be 7,692 SF in size. It should be noted that the Township has been made aware that the site lines within the existing portion of the mobile home park have been altered. **To ensure that the mobile home sites meet the above standards an updated site plan shall be provided showing the site configurations and square footages for all sites within the mobile home park.**

- L. Every mobile home park must be connected to a municipal sanitary sewer system and a municipal public water system under such arrangements and contracts as can be agreed upon between the developer and the Township Board prior to the approval of the mobile home park plans by the Planning Commission.**

Requirement satisfied. The Public Works Department provided the applicant an estimated utility fee total for municipal water and sanitary sewer connection and confirmed that such arrangement is satisfactory and meets the intent of this section of the Zoning Ordinance.

- M. Only one single-family mobile home shall be allowed per mobile home site.**

Requirement satisfied as noted on site plan.

- N. Every mobile home park must provide at least a 12-foot wide deceleration lane into every entrance to the mobile home park abutting a public road. The Planning Commission shall have authority to grant a deviation from this requirement when it determines in its sole discretion that, because of factors such as the low level and/or rate of speed of traffic on the abutting public road, the deceleration lane would serve no useful practical purpose in protecting the safety of persons entering the mobile home park or traveling upon the public road abutting the mobile home park entrance.**

A small bump out currently exists near the ingress lane of the existing access drive adjacent to Atlantic Avenue. The code requires a 12-wide deceleration lane leading up to the existing entrance point. Atlantic Avenue is a 45mph roadway. With the expansion of 31 mobile home units, there will be an increase in traffic volume traveling in and out the mobile home park. The applicant has noted on the site plan that the existing deceleration lane will need to conform to the standards and specifications imposed by the Road Commission of Kalamazoo County. **A permit by the Road Commission of Kalamazoo County authorizing the deceleration lane will be required as a condition of approval.**

- O. Preliminary Plan.**

- 1. Preliminary plans for all new mobile home parks or expansion of existing mobile home parks must be submitted to and approved by the Planning Commission as being in compliance with the terms of this Ordinance and all applicable state statutes and regulations promulgated thereunder before construction may commence. Application for preliminary plan approval shall be made by (1) filing seven copies of the preliminary plan with the Township Clerk, and (2) paying a preliminary plan review fee as determined by resolution of the Township Board**

**based upon the cost of processing the review and as shall be on file with the Township Clerk for public information.**

Requirement satisfied.

**2. The preliminary plan must consist of, but shall not be limited to, the following:**

**a. The name and address of the applicant.**

Requirement satisfied.

**b. The legal description of the subject parcel of land.**

Requirement satisfied.

**c. The area of the subject parcel of land.**

Requirement satisfied.

**d. The present zoning classification of the subject parcel.**

Requirement satisfied.

**e. A plan drawn to scale indicating all of the following:**

**i. The number and size of individual mobile home sites and the location of streets.**

Requirement satisfied.

**ii. The location and method of sewage treatment and disposal and appropriate support data necessary to show the adequacy of same.**

Requirement satisfied.

**iii. The source and location of the water supply and fire hydrants.**

Requirement satisfied.

**iv. The location of access to public roads.**

Requirement satisfied.

**v. The drainage provisions.**

Requirement satisfied.

**vi. Site features including all structures, outdoor recreational facilities, walkways, parking and street frontage.**

Requirement satisfied.

**vii. The location, size and design of all signs to be placed upon the site.**

Requirement satisfied.

**viii. The location and general description of all screening and landscaping to be retained or established on the site.**

Requirement satisfied.



- 3. Property which is the subject of preliminary plan approval must be developed in strict compliance with the approved preliminary plan and any amendments thereto which have received the approval of the Planning Commission.**

The site shall develop in accordance with the approved site plan and any conditions imposed by the Planning Commission.

- 4. A proposed amendment, modification or alteration to a previously approved preliminary plan shall be submitted to the Planning Commission for review in the same manner as the original application was submitted and reviewed.**

This portion of review is not applicable at this time.

- 5. The Township Planning Commission shall have the right and authority to require the applicant to file with the Township Building Department at the time of Township approval of a preliminary plan for a new mobile home park or for expansion of an existing mobile home park, a performance surety bond, bank letter of credit or cash bond in such amounts as may be determined by said Board necessary to insure the development of the site in accordance with the approved preliminary plans therefor. Such bond or bank letter of credit, if required, shall continue for the duration of the construction and development of the site and until all conditions are complied with and shall be in a face amount which is a reasonable percentage of the estimated total costs of the particular construction and site development. If a performance bond is required, the amount of the performance bond shall be set at a minimum of 100 percent of the cost of the unfinished work. The bond shall be for the purpose of securing the health, safety and welfare of the residents of the Township and adjacent residents and property owners. Said Board shall provide for the rebate of any cash bond filed in this connection in reasonable proportion to the ratio of the work completed on the improvements for which the bond was required provided the amount remaining on deposit still provides reasonable security for the completion of the unfinished improvements germane to the deposit.**

The Planning Commission will need to evaluate whether a performance surety bond, bank letter of credit, or cash bond should be required for the proposed development. Such bond or bank letter of credit shall be set at a minimum of 100 percent of the uncompleted work and shall be intended to be collected to secure the health, safety, and welfare of the public and adjacent property owners.

- P. Mobile Home Parks - electronic copies of plans. Following final approval by the Planning Commission and before a Certificate of Occupancy may be issued, the applicant shall furnish the Township hard copies on both paper and Mylar and a digital copy of the final approved Site Plan and as-built drawings of public water and sewer mains, prepared to scale. Digital copies shall be provided in AutoCAD (.dwg) or (.dxf) format. Digital copies may be submitted on 3 ½" disk or CD.**

**Each digital file shall include a minimum of two ties to Government Section Corners. Additionally, the following should be included and provided as their own unique layers in the electronic file: lot/unit numbers; dimensions; lot lines; boundaries; rights-of-way; street names; easements; section lines and section corners; utility lines; adjacent plat corners; and, other information deemed appropriate to the subject project.**

Applicant will be required to produce the mentioned documents and materials prior to issuing a Certificate of Occupancy.

**RECOMMENDATION:**

Planning Department staff recommend the approval of the proposed Special Use and Site Plan for the mobile home park expansion with the following conditions.

- 1) A permit by the Road Commission of Kalamazoo County authorizing the emergency access drive will be required prior to building permit issuance.
- 2) A permit by the Road Commission of Kalamazoo County authorizing the deceleration lane will be required prior to building permit issuance.
- 3) A photometric plan shall be submitted to the Township for review and approval prior to building permit issuance.
- 4) A revised site plan and landscaping plan shall be submitted and approved by Township staff showing consistency in fencing prior to building permit issuance.
- 5) A revised site plan shall be submitted and approved by Township staff showing the correct minimum setbacks for all front, side, or rear yards prior to building permit issuance.
- 6) A revised site plan shall be submitted and approved by Township staff in which eliminates the annotation describing that an escrow account is to be established for future sidewalk installation prior to building permit issuance.
- 7) All non-motorized facilities on the approved site plan shall be installed prior to issuing a certificate of occupancy.
- 8) A revised site plan shall be submitted showing the configurations and square footages of the individual sites within the entire mobile home park; expansion and existing prior to building permit issuance.
- 9) An updated planning and zoning application be submitted with the signatures of the applicant and owner prior to building permit issuance.
- 10) A Soil Erosion and Sedimentation Control (SESC) permit is obtained from the Kalamazoo County Drain Commissioner's Office prior to building permit issuance.
- 11) Applicant will be required to produce the mentioned documents and materials outlined in Section 49.150(P) of Oshtemo Township's Zoning Ordinance prior to issuing a certificate of occupancy.
- 12) The subject mobile home park shall comply with the requirements imposed by Michigan Public Act 419 of 1976 and any and all amendments thereto and with any and all regulations promulgated thereunder by the Michigan Mobile Home Commission and the Michigan Department of Public Health, except as said Act and regulations may be modified by the provisions in Section 49.150: Mobile Home Parks and Accessory Buildings, and Uses.

Attachments: Application, Site Plan, Landscaping Plan, Exterior Elevations, and Minutes from April 27, 2021 ZBA meeting

# HUNTINGTON RUN

## EXPANSION

### MFG. HOUSING COMMUNITY CONSTRUCTION PLANS

6255 CRANBROOK LANE, OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN 49009

**DEVELOPER:**

FOUR LEAF COMPANIES  
(773) 230-5611  
600 W. 22ND STREET, SUITE 101  
OAK BROOK, IL 60523

**ENGINEER:**

EXXEL ENGINEERING, INC  
(616) 531-3660  
5252 CLYDE PARK AVE SW  
WYOMING, MI 49509

**2005 CONTACTS:**

**DEVELOPER:**  
HUNTINGTON RUN L.L.C.  
(269) 381-5566  
555 WEST CROSSTOWN PARKWAY - STE 202  
KALAMAZOO, MI 49008

**ENGINEER:**  
RIPSTRA & SCHEPPELMAN INC.  
(517) 789-9898  
2535 SPRING ARBOR ROAD, JACKSON, MI 49203

**LANDSCAPE ARCHITECT:**  
DONALD C. WESTPHAL ASSOCIATES, L.L.C.  
LANDSCAPE ARCHITECTURE AND SITE PLANNING  
(248) 651-5518  
71 N. LIVERNOIS, SUITE A, ROCHESTER HILLS, MI. 48307

**SHEET INDEX:**

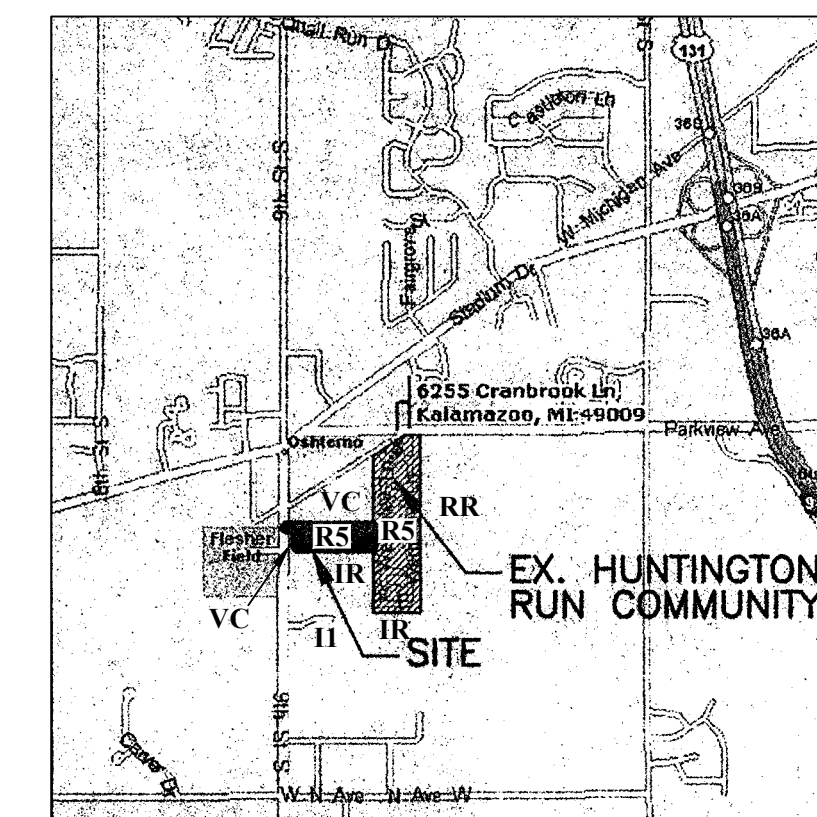
- 1 OF 8 COVER SHEET
- 2 OF 8 OVERALL SITE PLAN
- 3 OF 8 GRADING, PAVING, & TOPOGRAPHY
- 4 OF 8 STORM SEWER PLAN
- 5 OF 8 SANITARY SEWER & WATER MAIN PLAN & PROFILES
- 6 OF 8 UTILITIES DETAILS SHEET
- 7 OF 8 STANDARD DETAILS & NOTES
- 8 OF 8 PROPOSED 8" WATER SERVICE

**LEGAL DESCRIPTION:**

Commencing at the North 1/4 post of Section 35, T. 2 S., R. 12 W.; thence along the North and South 1/4 line of said Section 35 South 00°-32'-09" West a distance of 1351.50 feet to a point called for in Liber 1057 Page 1368, Kalamazoo County Records; thence North 89°-57'-00" East a distance of 50.00 feet to the Easterly line of 9th Street and the place of beginning of this description; thence along said Easterly line of 9th Street, North 00°-32'-09" East a distance of 40.49 feet to the North 1/8 line of said Section 35; thence along said North 1/8 line, North 89°-57'-00" East a distance of 1267.21 feet to the East 1/8 line of said Section 35; thence along said East 1/8 line, South 00°-31'-12" West a distance of 328.74 feet to the South line of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence along said South line, South 89°-59'-34" West a distance of 1152.30 feet to a point 165 feet Easterly of said North and South 1/4 line; thence parallel with said North and South 1/4 line, North 00°-32'-09" East a distance of 287.39 feet; thence South 89°-57'-00" West a distance of 115.00 feet to said Easterly line of 9th Street and the place of beginning of this description.

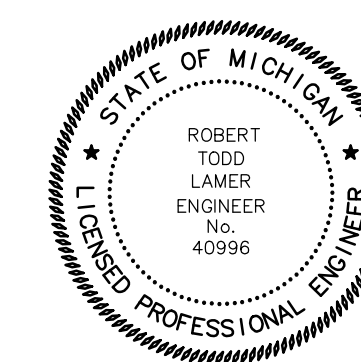
**LEGEND**

- PROP. SANITARY SEWER
- PROP. SANITARY SEWER LEAD
- PROP. WATER MAIN
- PROP. WATER LEAD
- PROP. STORM SEWER
- CATCH BASIN
- MANHOLE
- FIRE HYDRANT
- EX. CONTOUR LINE
- PROP. CONTOUR LINE
- EX. SPOT ELEVATION
- PROP. SPOT ELEVATION
- VALVE & BOX
- STREET LIGHT
- STREET & STOP SIGN
- EX. VEGETATION



**LOCATION MAP**

NOT TO SCALE



Know what's below.  
Call before you dig.

**COVER SHEET**

**HUNTINGTON RUN MHP**

FOR: FOUR LEAF COMPANIES  
ATTN: MICHAEL CALLAGHAN  
600 W. 22ND STREET, SUITE 101  
OAK BROOK, IL 60523

PART OF THE NW 1/4, SECTION 35, T2S, R12W, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

5252 Clyde Park, S.W. • Grand Rapids, MI 49509 Phone: (616) 531-3660 www.exxelengineering.com	

6/30/2021	REV. PER OSHTEMO TWP COMMENTS	JUB	DRAWN BY:	JUB	PROJ. ENG.:	RTL	SHEET
6/1/2021	REV. PER OSHTEMO TWP COMMENTS	JUB	APPROVED BY:	RTL	PROJ. SURV.:	.	
DATE	REVISION	BY	FILE NO.:	201923E	DATE:	11/09/2020	1 of 8

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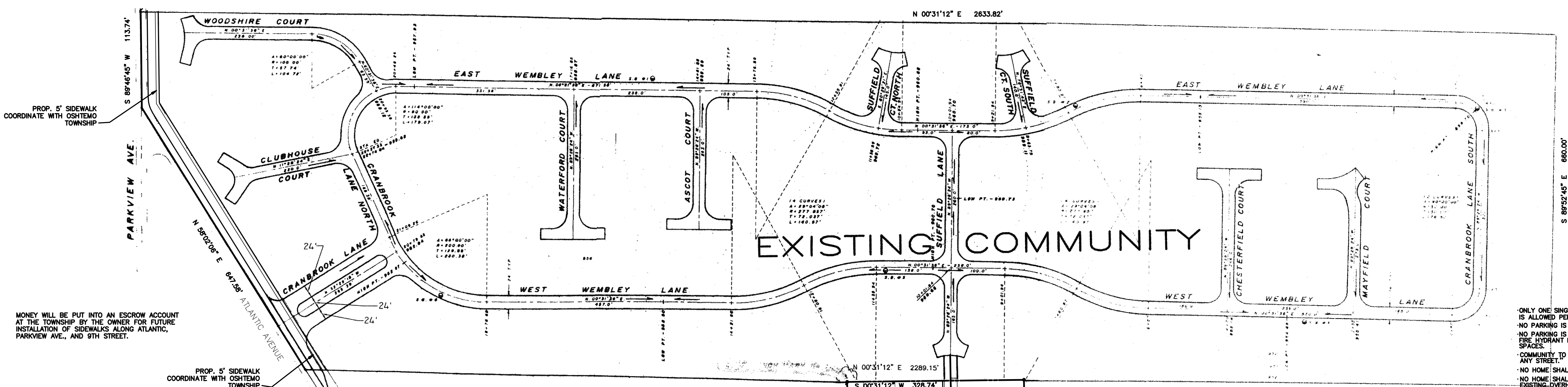
DATE	11/09/2020
BY	REV. FEEL OSHTEMO
DATE	07/12/2021
BY	REV. FEEL OSHTEMO
DATE	06/03/2021
BY	REV. FEEL OSHTEMO
DATE	06/03/2021
BY	REV. FEEL OSHTEMO
DATE	06/03/2021
BY	REV. FEEL OSHTEMO

DRAWN BY: JJB  
 APPROVED BY: RLO/RS/SC/E  
 PROJ. ENG.: RLL  
 PROJ. SURV.:  
 DATE: 11/09/2020

**excel engineering, inc.**  
 planners - engineers - surveyors  
 www.excelengineering.com  
 Phone: (616) 831-3860

**OVERALL PLAN**

**HUNTINGTON RUN**  
 EXHIBIT 10  
 Kalamazoo, Michigan 49009  
 6255 Cranbrook Lane, Kalamazoo, Michigan 49009



MONEY WILL BE PUT INTO AN ESCROW ACCOUNT AT THE TOWNSHIP BY THE OWNER FOR FUTURE INSTALLATION OF SIDEWALKS ALONG ATLANTIC, PARKVIEW AVE., AND 9TH STREET.

PROP. 5' SIDEWALK COORDINATE WITH OSHTEMO TOWNSHIP

EXISTING DECEL LANE TO BE CONSTRUCTED TO CONFORM TO RCKC STANDARDS AS NECESSARY.

- GENERAL NOTES**
- ONLY ONE SINGLE FAMILY MOBILE HOME IS ALLOWED PER MOBILE HOME SITE.
  - NO PARKING IS ALLOWED ON THE STREET.
  - NO PARKING IS ALLOWED WITHIN 10 FEET OF A FIRE HYDRANT IN A VISITOR BAY OF 3 OR MORE SPACES.
  - COMMUNITY TO BE SIGNED "NO PARKING ON ANY STREET."
  - NO HOME SHALL BE PLACED OVER A GAS LINE.
  - NO HOME SHALL BE PLACED UNDER EXISTING OVERHEAD WIRES.
  - ALL WORK SHALL BE PERFORMED IN A WORKMANSHIP LIKE MANNER.
  - PROPOSED EASEMENTS ARE FOR PUBLIC UTILITIES AND ARE GENERALLY LOCATED IN REAR OF LOTS. EASEMENTS WILL NOT BE DETERMINED UNTIL UTILITY DESIGN IS COMPLETE AND UTILITIES INSTALLED.
  - COMMUNITY OPEN SPACE: THE M.H.C. REQUIRES 2% OR 25,000 S.F. MINIMUM. THE EXISTING COMMUNITY IS 38 ACRES WITH 2.41 ACRES OF OPEN SPACE. THE PROPOSED EXPANSION AREA IS 8.79 ACRES. 38 + 8.79 = 46.79 ACRES. 46.79 x .02 = 0.94 ACRES REQUIRED. 2.41 ACRES OF OPEN SPACE IS PROVIDED.
  - ONE GUEST PARKING SPACE IS REQUIRED FOR EVERY THREE LOTS. THERE ARE A TOTAL OF 31 LOTS PROPOSED. EACH LOT HAS 3 PARKING SPACES. THEREFORE NO GUEST PARKING IS DESIGNATED.
  - NUMBER OF EXISTING UNITS ON EXISTING SITE: 177
  - NUMBER OF PROPOSED UNITS: 31
  - NUMBER OF TOTAL UNITS: 208
  - ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.

- SITE WORK:**  
 SITE WORK SHALL INCLUDE ALL NECESSARY CLEARING OF BRUSH AND TREES, STRIPPING AND STOCKPIILING OF TOPSOIL, AND ALL EXCAVATION AND GRADING TO BRING EXISTING GROUND SURFACES TO FINISH ELEVATIONS AND GRADES AS SHOWN ON THE PLANS. IN STREET AREAS WHERE FILL IS REQUIRED ALL TOPSOIL AND UNDESIRABLE MATERIAL WILL BE REMOVED AND SUITABLE MATERIALS PLACED AT THE ENGINEERS DIRECTION TO 90% DENSITY. ALL EXCESS EXCAVATION FROM STREET CONSTRUCTION SHALL BE USED FOR FILL ON THE SITE. NO EXCAVATION SHALL BE REQUIRED TO BE HAULED FROM THE SITE. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL BRUSH, TREES, STUMPS, AND OTHER DEBRIS IN ACCORDANCE WITH LOCAL REGULATIONS AND AT THE DIRECTION OF THE ENGINEERS.
- BACKFILL:**  
 ALL WATER MAINS, SANITARY SEWERS (AND 4" LEADS), AND STORM SEWERS UNDER PROPOSED AND EXISTING PAVEMENT OR WITHIN 3 FT. OF PAVEMENT TO BE SAND BACKFILLED AND COMPACTED TO 95% OPTIMUM DENSITY (PROCTOR). ALL UTILITY CROSSINGS TO BE SAND BACKFILLED, SAND BACKFILL TO BE INCIDENTAL TO CONTRACT.
- CONSTRUCTION SEQUENCE:**
1. INSTALL SILT FENCE PER SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
  2. SITE GRADING.
  3. CONSTRUCT DETENTION BASINS, SEED AND MULCH SLOPE AREAS.
  4. INSTALL SANITARY SEWER, WATER MAIN, AND STORM SEWER, UNDERGROUND CONTRACTOR RESPONSIBLE FOR INITIAL INSTALLATION OF GRAVEL INLET FILTERS.
  5. INSTALL SITE IMPROVEMENTS AND PAVING, PAVING CONTRACTOR RESPONSIBLE FOR REPLACING GRAVEL INLET FILTERS AFTER PAVING OPERATIONS.
  6. ESTABLISH VEGETATION ON REMAINDER OF SITE PER SOIL EROSION NOTES.
  7. ANTIOPATED CONSTRUCTION START: JUNE 2021
- SOIL EROSION NOTES:**
1. INSTALL UTILITIES AS SHOWN ON PLAN AND PROFILE.
  2. MINIMIZE AREA DISTURBED BY CONSTRUCTION AS MUCH AS POSSIBLE.
  3. INSTALL CATCH BASIN INLET FILTERS ON ALL CATCH BASINS, UTILITIES, AND INLETS AS REQUIRED.
  4. AFTER FINAL GRADING, SEED AND MULCH 20 FT. EITHER SIDE OF PAVING WHERE DRIVEWAYS INTERFERE WITH SEED AND MULCH - EXTEND SEED AND MULCH TO 10 FT. PAST THE EDGE OF THE CONCRETE DRIVEWAYS.
- REFUSE AND GARBAGE DISPOSAL:**  
 WEEKLY CURBSIDE PICKUP OF REFUSE AND GARBAGE SHALL BE PROVIDED FOR EACH SITE BY THE DEVELOPMENT OWNER.
- CONSTRUCTION SCHEDULE:**
- |  |                     |
|--|---------------------|
| EROSION CONTROL MEASURES                     | JUNE 2021           |
| CLEARING AND LAND BALANCING                  | JUNE 2021           |
| WATER, SANITARY SEWER, STORM SEWER           | JULY 2021           |
| NAT. GAS, ELEC., PHONE, CATV                 | AUGUST 2021         |
| ROAD (BASE AND 1ST COAT OF ASPHALT)          | SEPT 2021           |
| STREETLIGHTS & SIGNS                         | SEPT 2021           |
| PIERS, DRIVEWAYS, FINAL SITE CONC. AND LAWNS | AS SITES ARE LEASED |
| WEARING COURSE ASPHALT                       | SUMMER 2022         |

LEGAL DESCRIPTION FOR A 30' WIDE UTILITY EASEMENT - L. 1660, P. 0094 (TERMINATED AND RELEASED - SEE L. 1723 P. 0419)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 35, TOWN 2 SOUTH, RANGE 12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89°48'28" EAST A DISTANCE OF 833.37 FEET; THENCE SOUTH 58°02'18" WEST ALONG THE CENTERLINE OF ATLANTIC AVENUE A DISTANCE OF 573.52 FEET; THENCE SOUTH 00°34'01" WEST A DISTANCE OF 1013.95 FEET; THENCE SOUTH 00°12'14" EAST A DISTANCE OF 15.00 FEET TO THE PLACE OF BEGINNING FOR THE CENTERLINE OF A 30.00 FOOT WIDE UTILITY EASEMENT. THENCE SOUTH 89°58'51" WEST A DISTANCE OF 1283.15 FEET TO THE EASTERLY RIGHT-OF-WAY OF 9TH STREET AND THE PLACE OF ENDING.

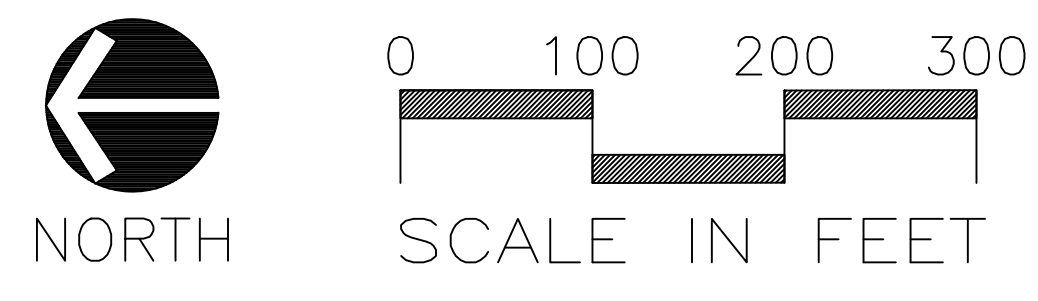
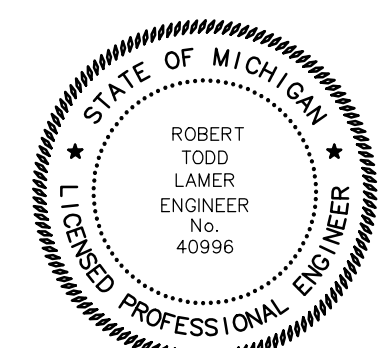
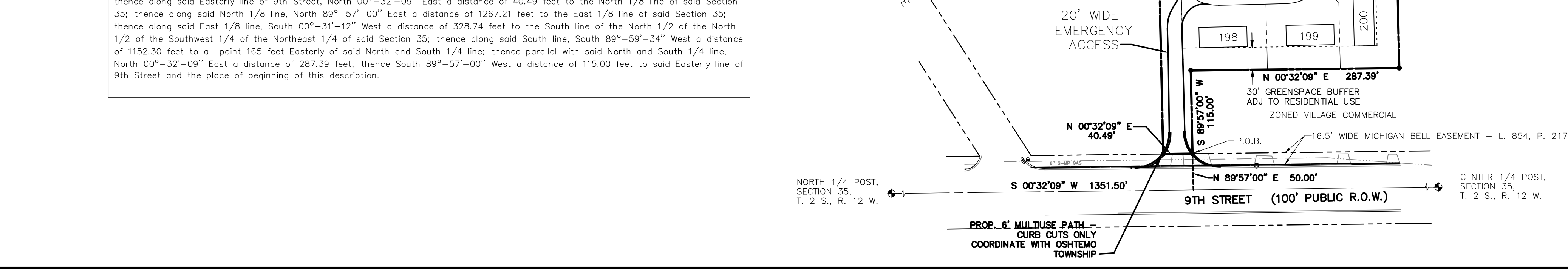
LEGAL DESCRIPTION FOR A 16.5' WIDE MICHIGAN BELL EASEMENT - L. 854, P. 217

A RIGHT OF WAY EASEMENT, ONE (1) ROD IN WIDTH, PARALLEL AND ADJACENT TO THE HIGHWAY KNOWN AS 9TH STREET; CENTERLINE OF SAID EASEMENT IS 41.25 FEET EAST OF CENTERLINE OF 9TH STREET.

**EXPANSION AREA LEGAL DESCRIPTION:**

Commencing at the North 1/4 post of Section 35, T. 2 S., R. 12 W.; thence along the North and South 1/4 line of said Section 35 South 00°-32'-09" West a distance of 1351.50 feet to a point called for in Liber 1057 Page 1368, Kalamazoo County Records; thence North 89°-57'-00" East a distance of 50.00 feet to the Easterly line of 9th Street and the place of beginning of this description; thence along said Easterly line of 9th Street, North 00°-32'-09" East a distance of 40.49 feet to the North 1/8 line of said Section 35; thence along said North 1/8 line, North 89°-57'-00" East a distance of 1267.21 feet to the East 1/8 line of said Section 35; thence along said East 1/8 line, South 00°-31'-12" West a distance of 328.74 feet to the South line of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence along said South line, South 89°-59'-34" West a distance of 1152.30 feet to a point 165 feet Easterly of said North and South 1/4 line; thence parallel with said North and South 1/4 line, North 00°-32'-09" East a distance of 287.39 feet; thence South 89°-57'-00" West a distance of 115.00 feet to said Easterly line of 9th Street and the place of beginning of this description.

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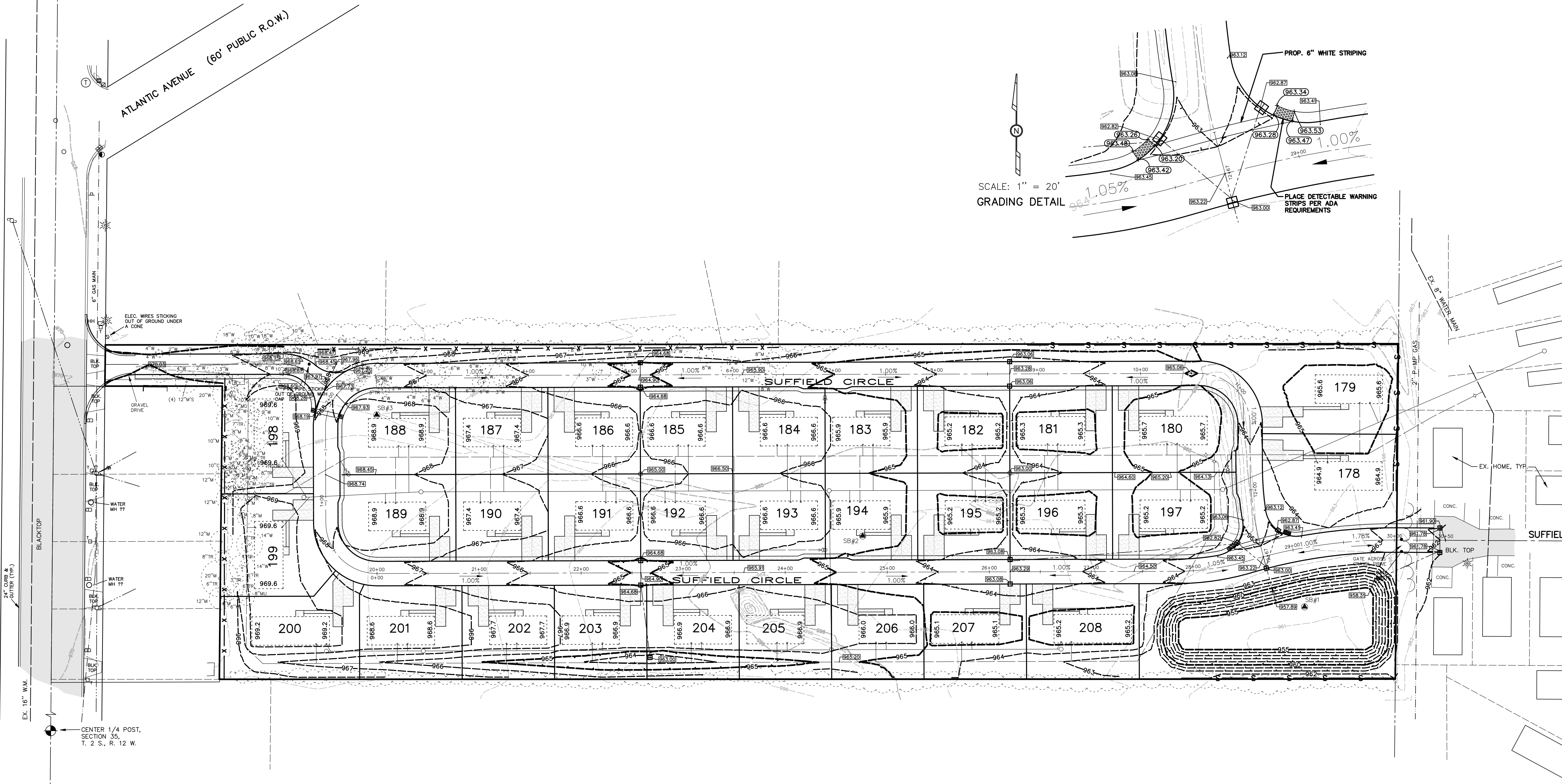


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 APPROVED BY: RTO/RS/SE  
 PROJ. ENG.: RTL  
 DATE: 11/09/2020

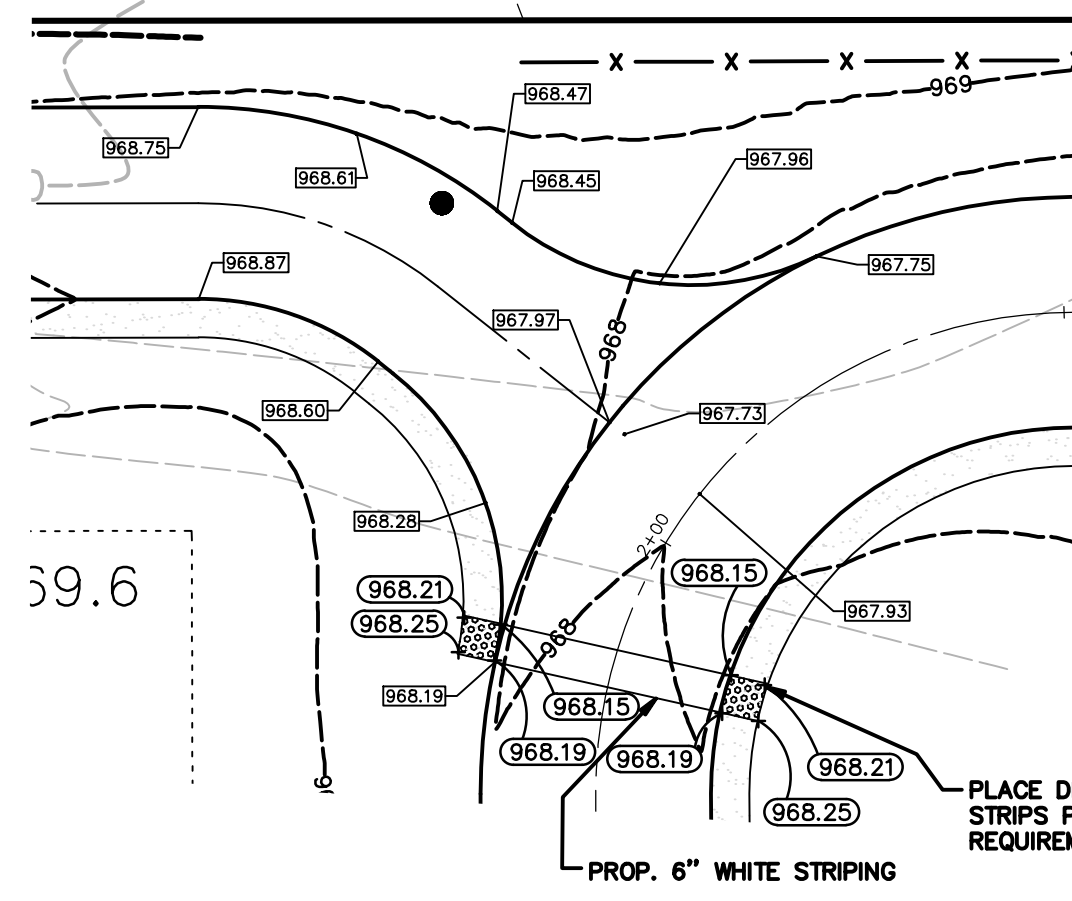
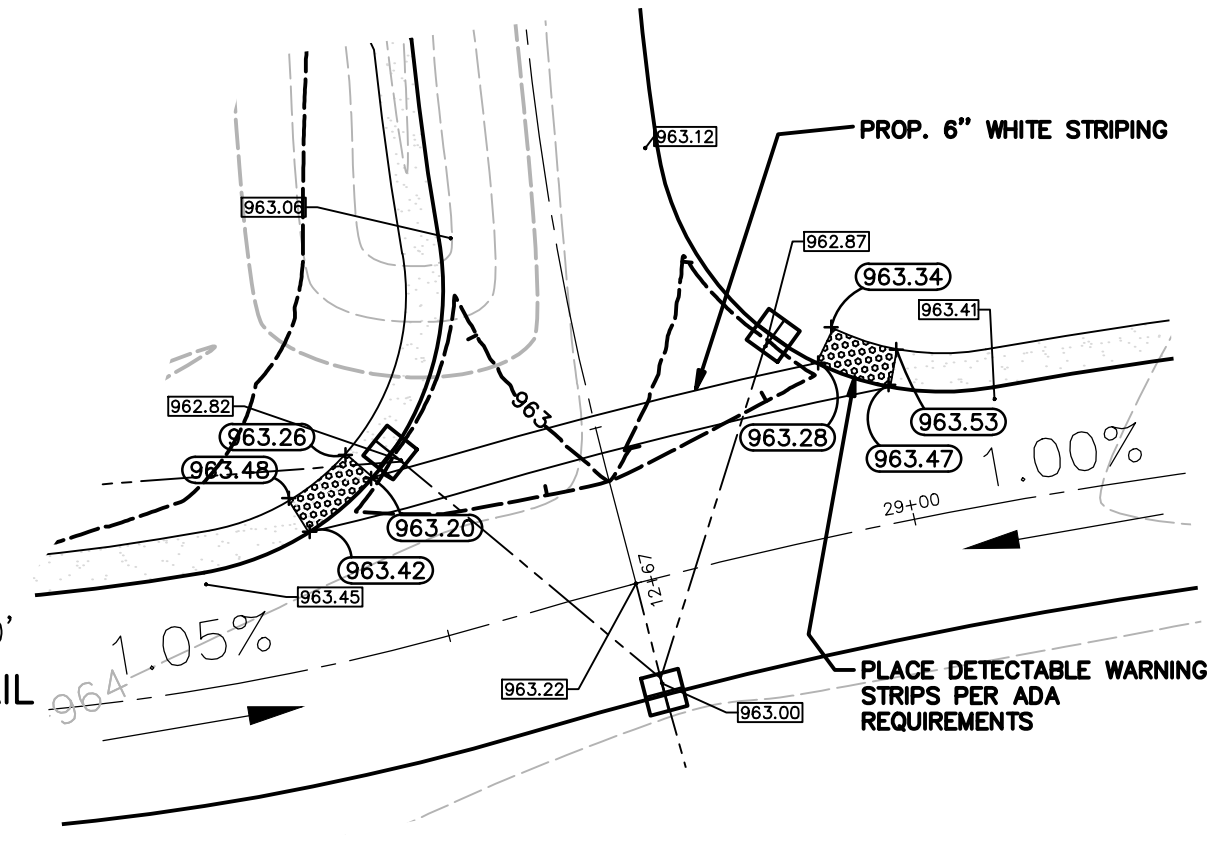
**excelengineering, inc.**  
 planners - engineers - surveyors  
 Phone: (616) 531-3860 www.excelengineering.com

**GRADING, PAVING,  
& TOPOGRAPHY**

**HUNTINGTON RUN EXPAZSION**  
 6255 Cranbrook Lane, Kalamazoo, Michigan 49009



SCALE: 1" = 20'  
 GRADING DETAIL

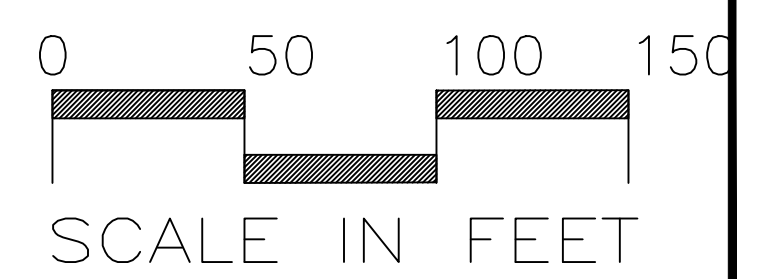
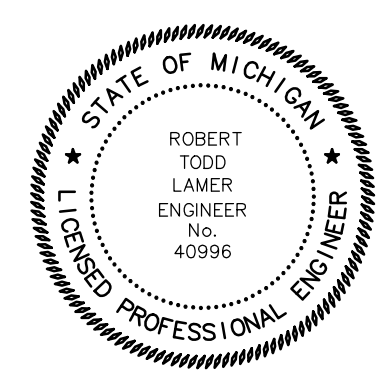


SCALE: 1" = 20'  
 GRADING DETAIL

NOTE:  
 THE DESIGN ENGINEER OR AN APPROVED QUALIFIED SOILS PROFESSIONAL SHALL BE PRESENT AT THE TIME OF POND EXCAVATION TO VERIFY SOILS ARE SUITABLE. IF NEEDED, PORTIONS OF THE POND BOTTOM MAY BE OVER EXCAVATED TO THE SAND LAYER BELOW AND BACKFILLED WITH APPROPRIATE COARSE MATERIAL TO PROMOTE BETTER DRAINAGE.

RETENTION POND CAPACITY

EL 961	18,006 S.F.	17,155 C.F.
EL 960	16,305 S.F.	15,483 C.F.
EL 959	14,661 S.F.	13,867 C.F.
EL 958	13,073 S.F.	12,307 C.F.
EL 957	11,542 S.F.	10,804 C.F.
EL 956	10,067 S.F.	9,602 C.F.
EL 955	9,538 S.F.	9,602 C.F.
<b>TOTAL STORAGE PROVIDED =</b>		<b>79,418 C.F.</b>



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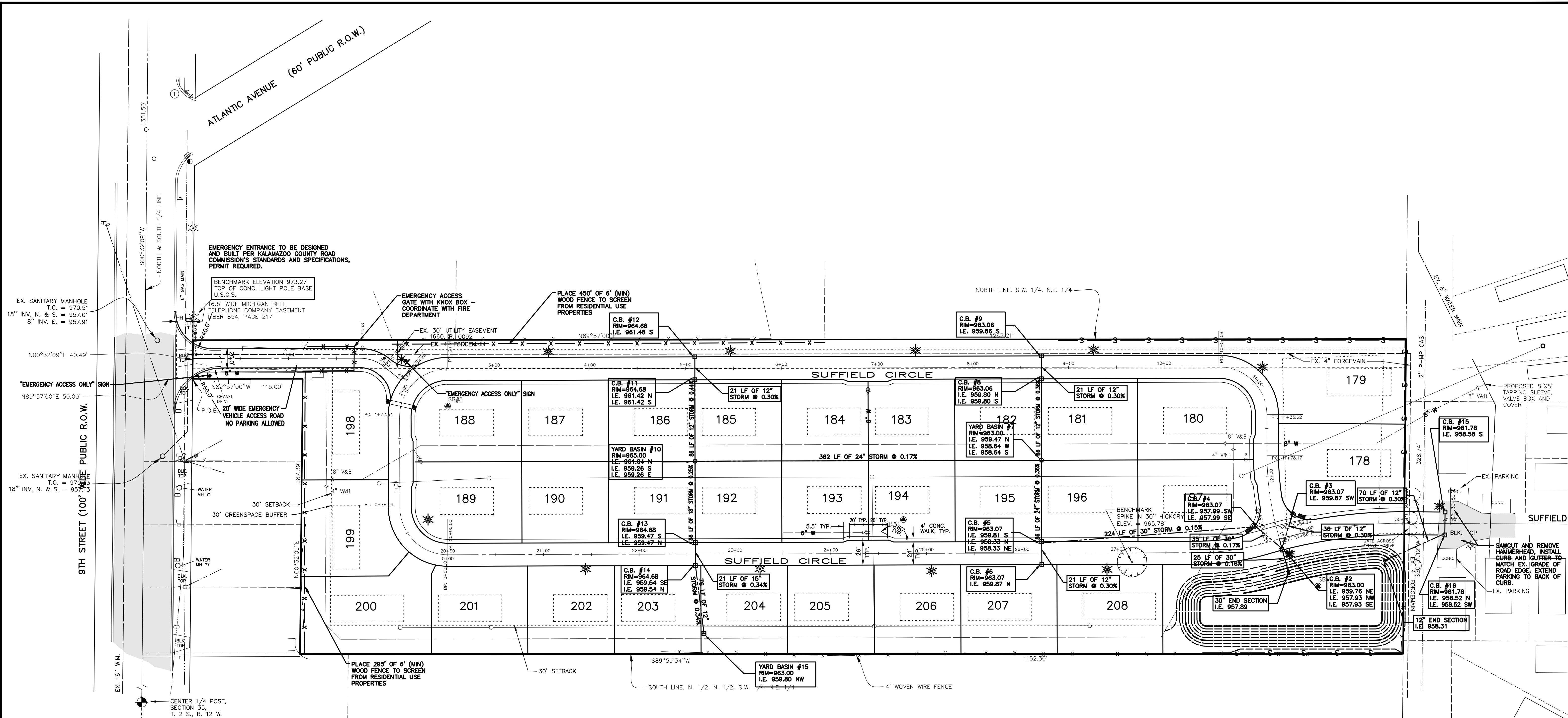
DATE	REVISION
8/15/2021	REV. PER OSTENHO TWP COMMENTS
8/17/2021	REV. PER OSTENHO TWP COMMENTS
11/09/2020	DATE

DRAWN BY: JJB  
 APPROVED BY: RLL  
 PROJECT: 2019032E  
 PROJECT: RLL  
 DATE: 11/09/2020

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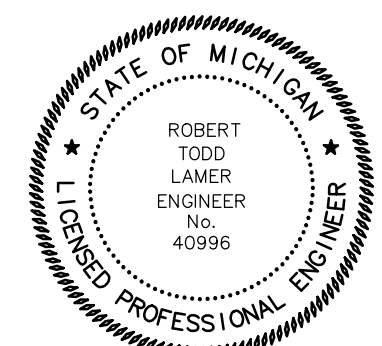
**STORM SEWER PLAN**

**HUNTINGTON RUN**  
 EX-PAN-1510-N  
 6255 Cranbrook Lane, Kalamazoo, Michigan 49009

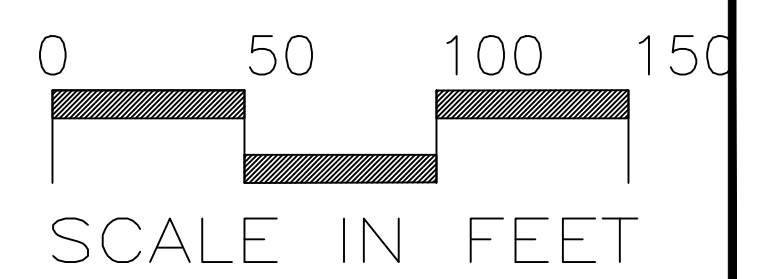


**LEGEND**

PROP. SANITARY SEWER	
PROP. SANITARY SEWER LEAD	
PROP. WATER MAIN	
PROP. WATER LEAD	
PROP. STORM SEWER	
CATCH BASIN	
MANHOLE	
FIRE HYDRANT	
EX. CONTOUR LINE	
PROP. CONTOUR LINE	
EX. SPOT ELEVATION	
PROP. SPOT ELEVATION	
VALVE & BOX	
STREET LIGHT	
STREET & STOP SIGN	
GUEST PARKING SPACE	
BARRIER FREE PARKING SPACE	
SWALE	
EX. VEGETATION	



Know what's below.  
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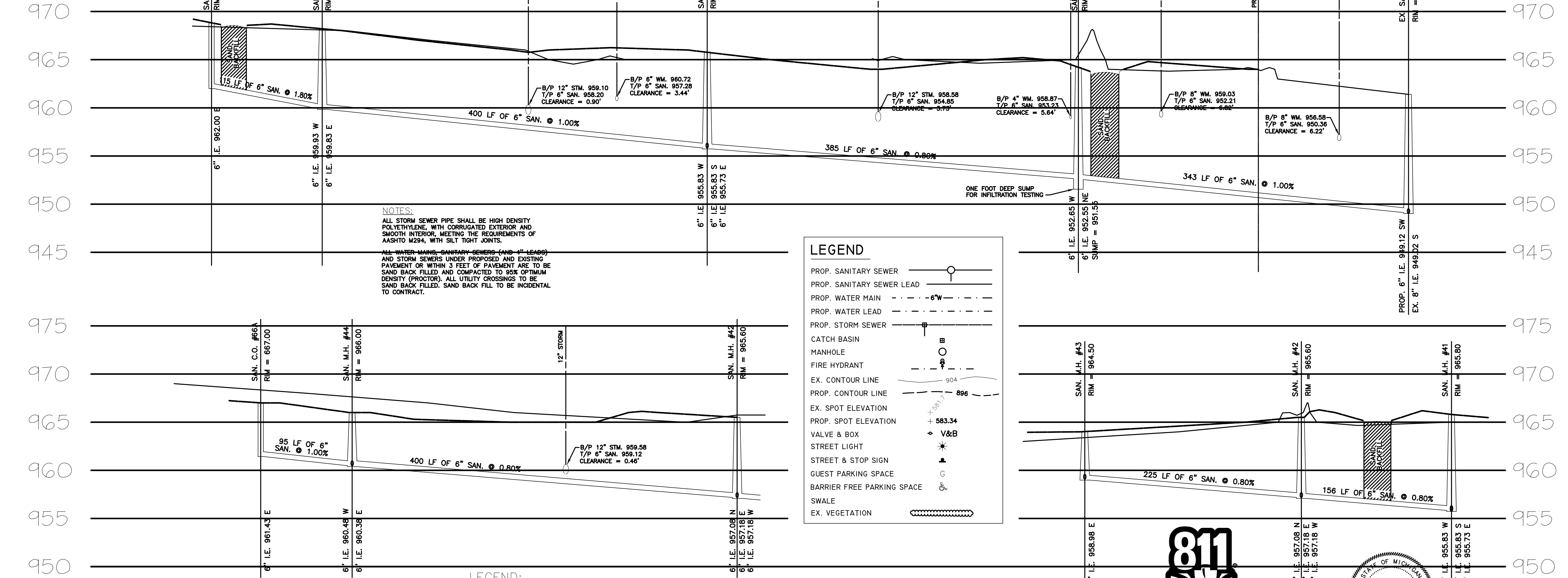


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18" INV. N. & S. = 957.01  
8" INV. E. = 957.91

EX. SANITARY MANHOLE T.C. = 974.00  
18" INV. N. & S. = 957.01  
8" INV. E. = 957.91

EX. SANITARY MANHOLE T.C. = 974.00  
18" INV. N. & S. = 957.01  
8" INV. E. = 957.91



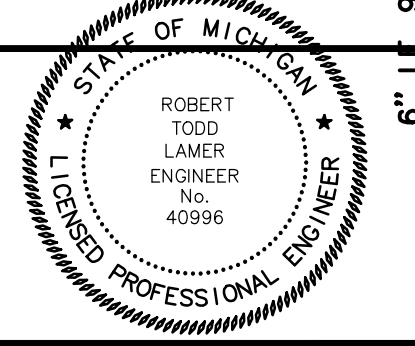
**NOTES:**  
ALL STORM SEWER PIPE SHALL BE HIGH DENSITY POLYETHYLENE, WITH CORRUGATED EXTERIOR AND SMOOTH INTERIOR, MEETING THE REQUIREMENTS OF AASHTO M294, WITH SILT TIGHT JOINTS.  
ALL WATER MAINS, SANITARY SEWERS (AND 4" LEADS) AND STORM SEWERS UNDER PROPOSED AND EXISTING PAVEMENT OR WITHIN 3 FEET OF PAVEMENT ARE TO BE SAND BACK FILLED AND COMPACTED TO 95% OPTIMUM DENSITY (PROCTOR). ALL UTILITY CROSSINGS TO BE SAND BACK FILLED. SAND BACK FILL TO BE INCIDENTAL TO CONTRACT.

**LEGEND**

- PROP. SANITARY SEWER
- PROP. SANITARY SEWER LEAD
- PROP. WATER MAIN
- PROP. WATER LEAD
- PROP. STORM SEWER
- CATCH BASIN
- MANHOLE
- FIRE HYDRANT
- EX. CONTOUR LINE
- PROP. CONTOUR LINE
- EX. SPOT ELEVATION
- PROP. SPOT ELEVATION
- VALVE & BOX
- STREET LIGHT
- STREET & STOP SIGN
- GUEST PARKING SPACE
- BARRIER FREE PARKING SPACE
- SWALE
- EX. VEGETATION

**LEGEND:**  
PROPOSED GRADE  
EXISTING GRADE

**SANITARY SEWER PROFILES**  
SCALE: VERT. 1" = 5'  
HOR. 1" = 50'



**NOTE:** THE EXISTING SANITARY SEWAGE LIFT STATION SHALL BE UPGRADED AS PART OF THE EXPANSION AS FOLLOWS: REMOVE THE 3.75 HORSEPOWER PUMPS, CIRCUIT BREAKERS, AND STARTER-OVERLOADS FROM THE EXISTING SANITARY SEWAGE LIFT STATION. INSTALL NEW 4.8 HORSEPOWER PUMPS, CIRCUIT BREAKERS AND STARTER-OVERLOADS CAPABLE OF DISCHARGING 114.4 GALLONS PER MINUTE AGAINST A TOTAL DYNAMIC HEAD OF 49.8 FEET.

EX. SAN. MH #3  
RIM = 951.40  
EX. I.E. 949.02 SE  
PROP. I.E. 949.12 SW

JOB  
APPROVED BY: [Signature]  
PROJ. ENG.: [Signature]  
DATE: 11/09/2020

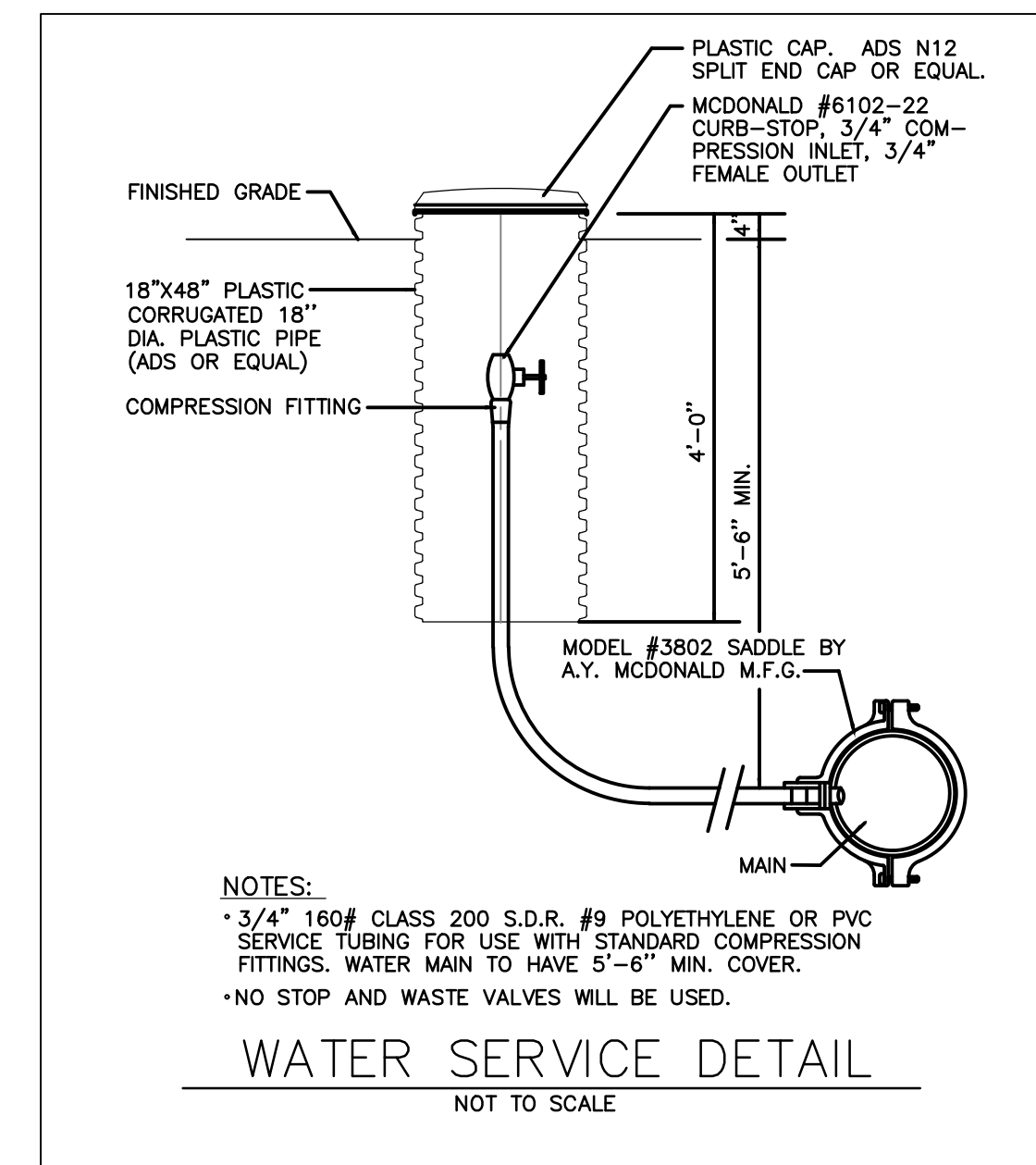
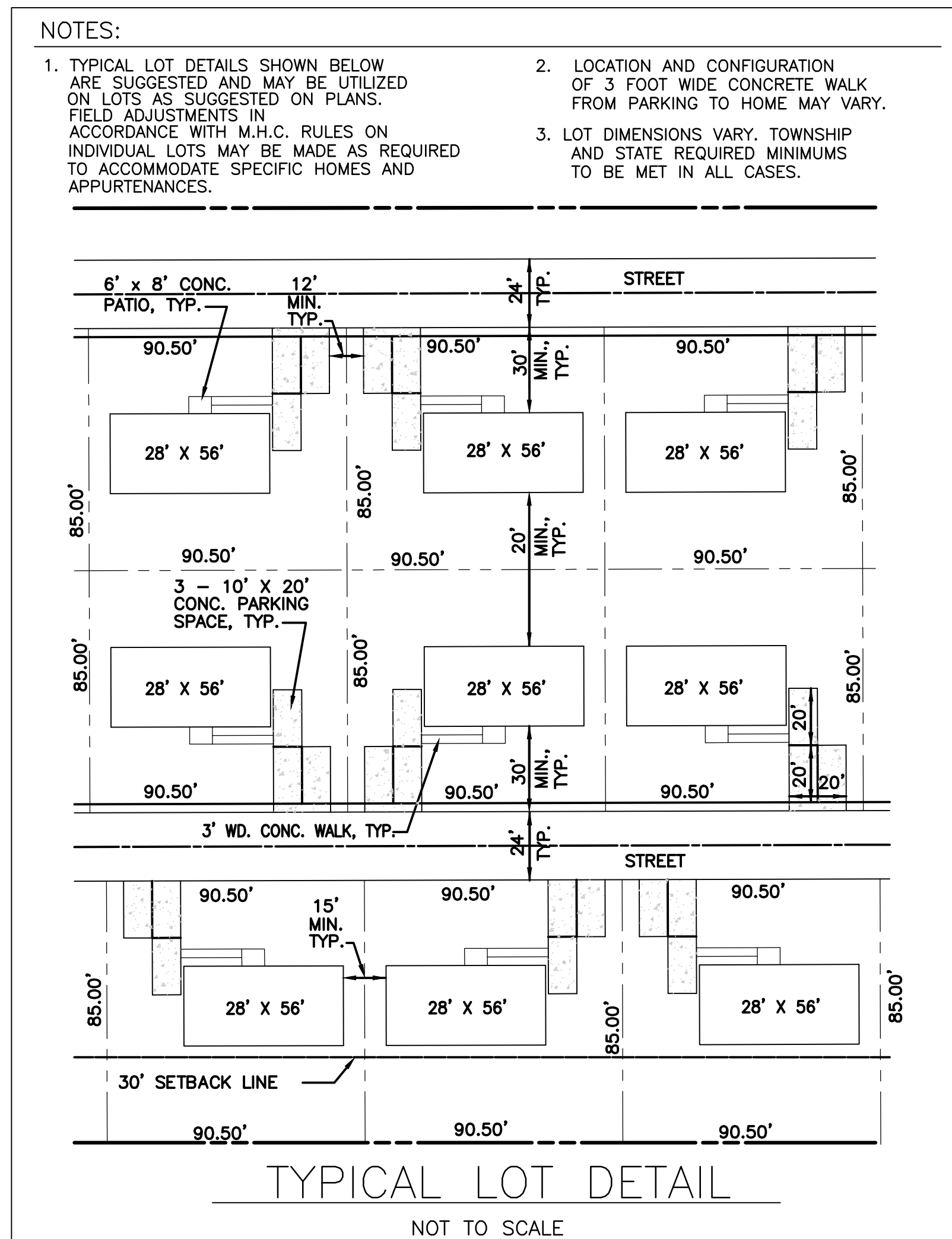
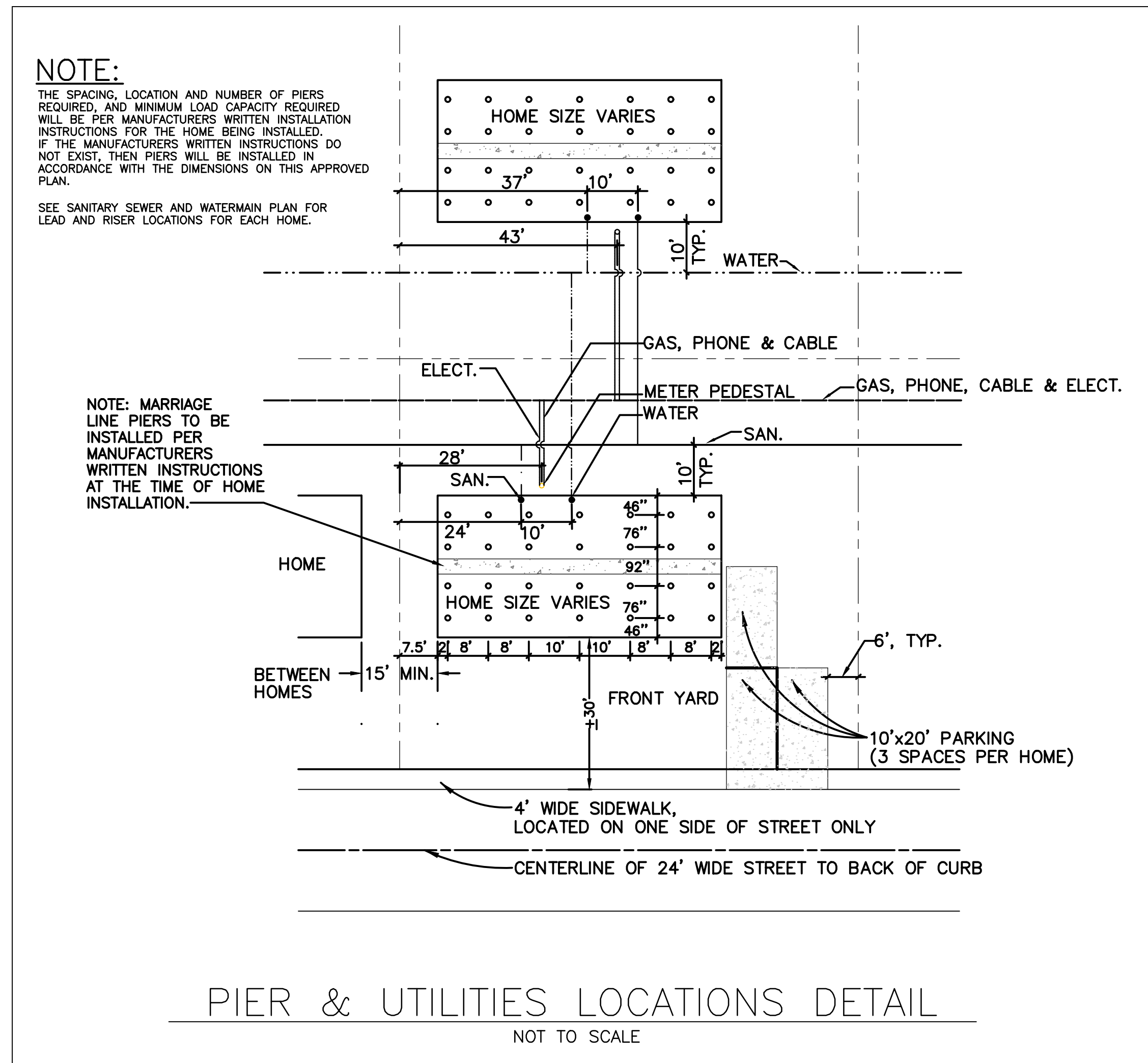
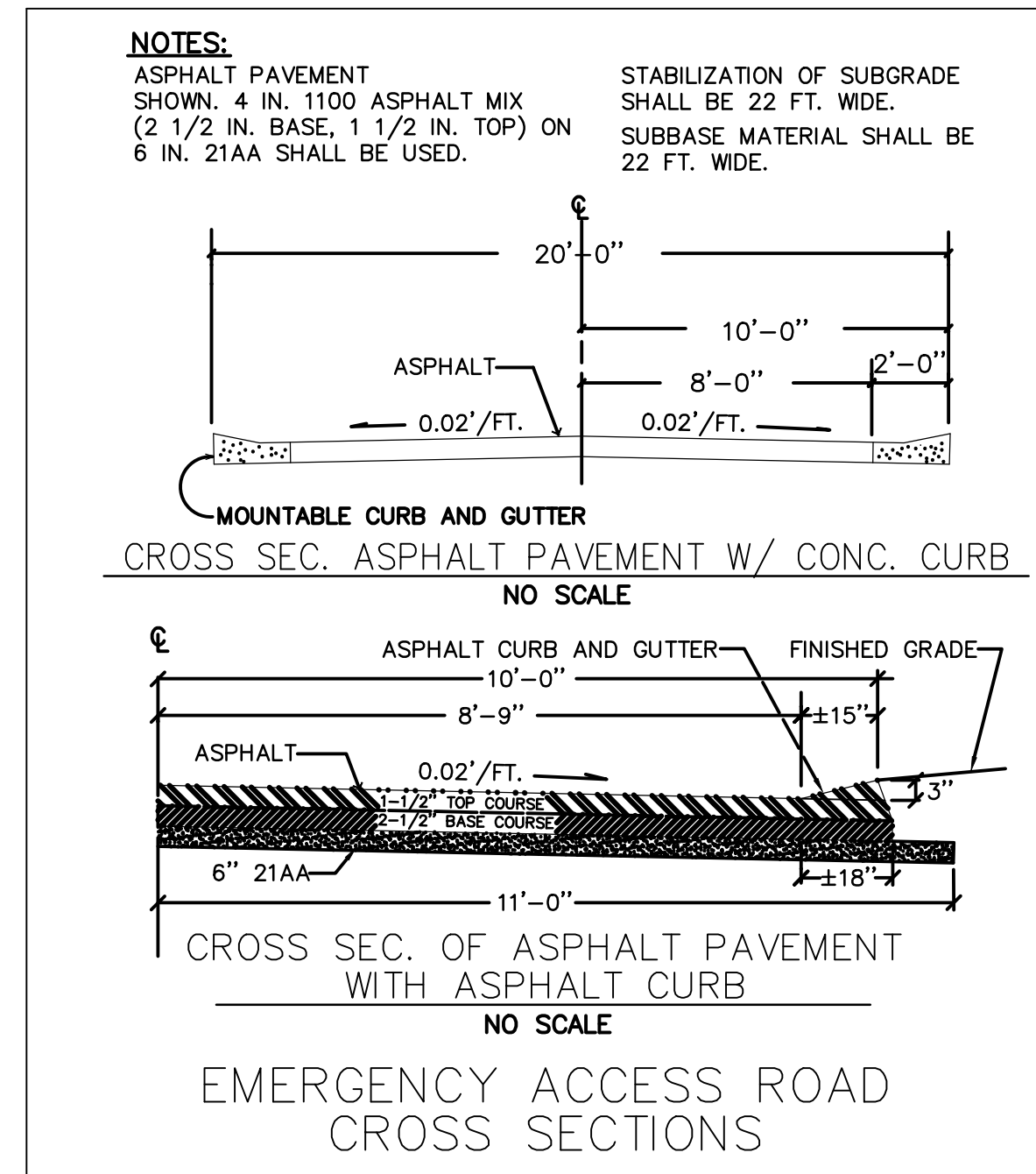
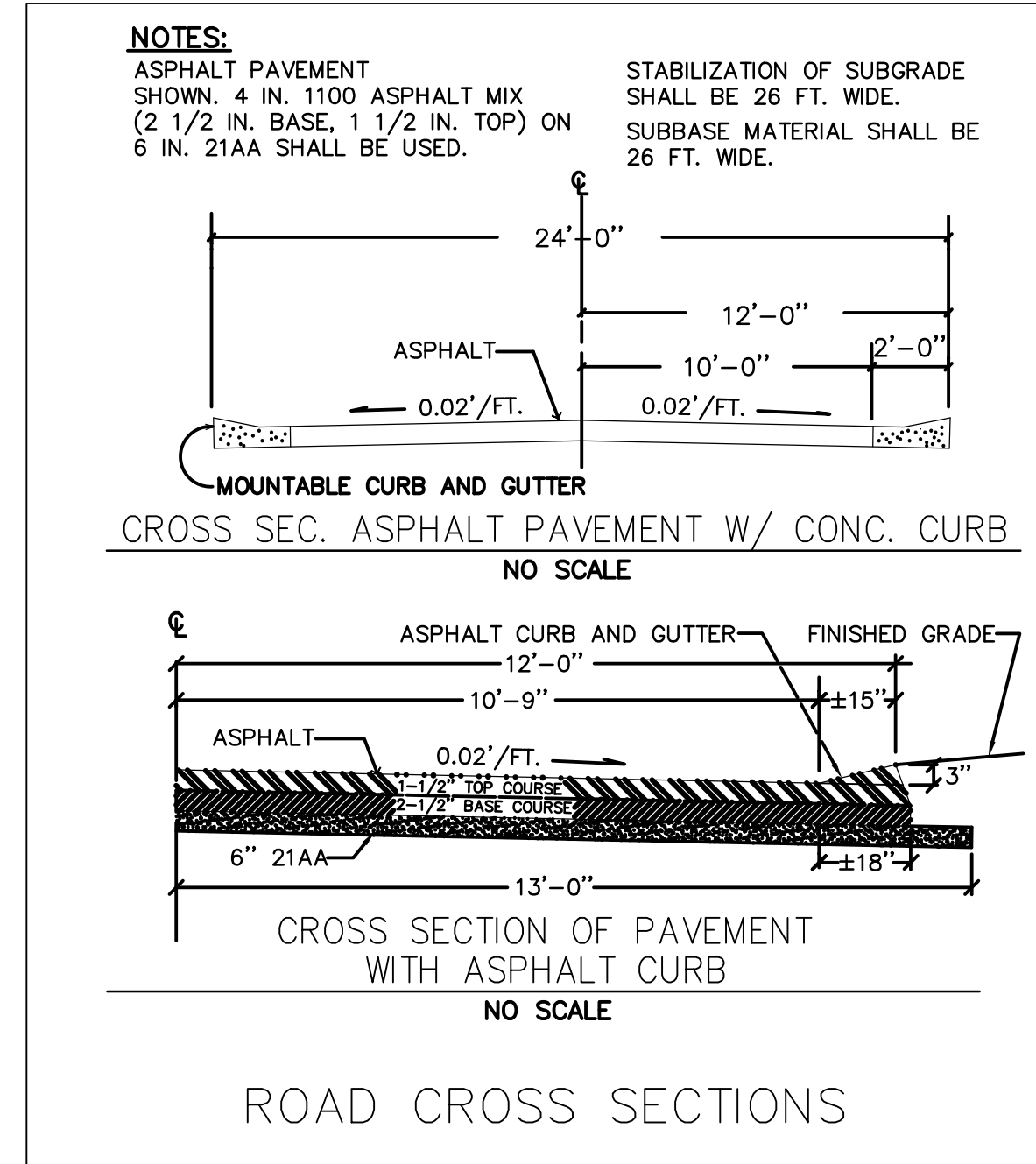
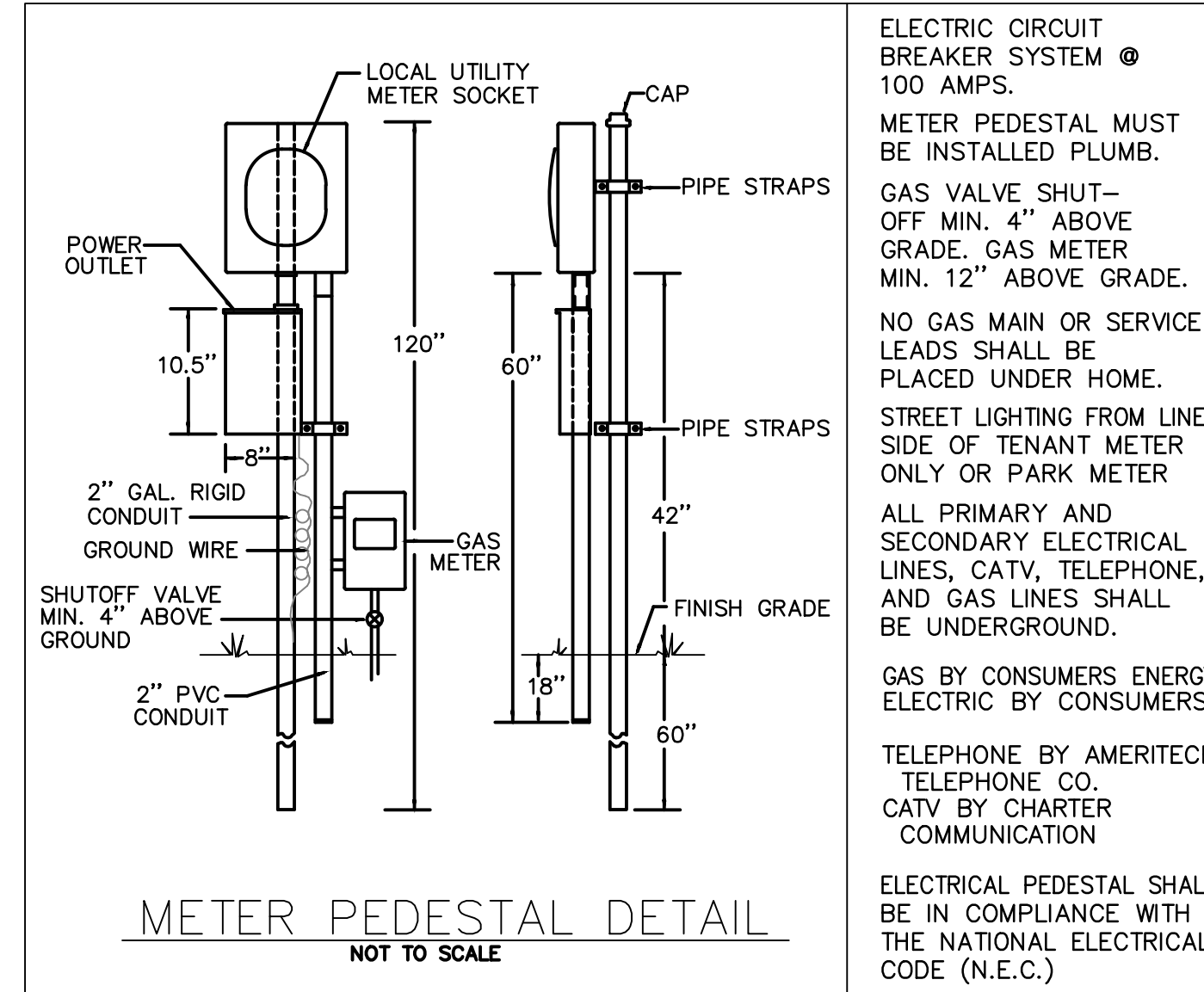
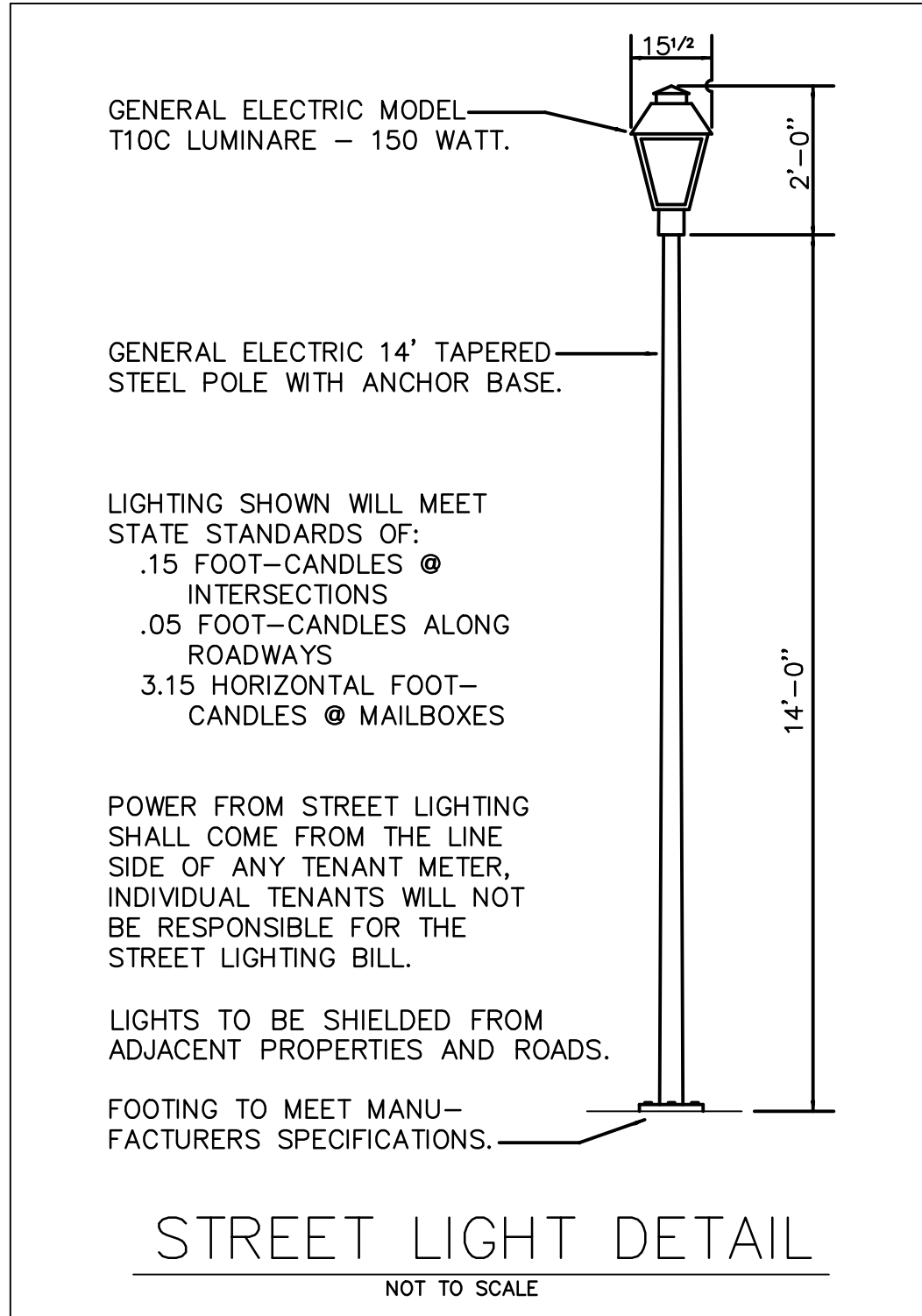
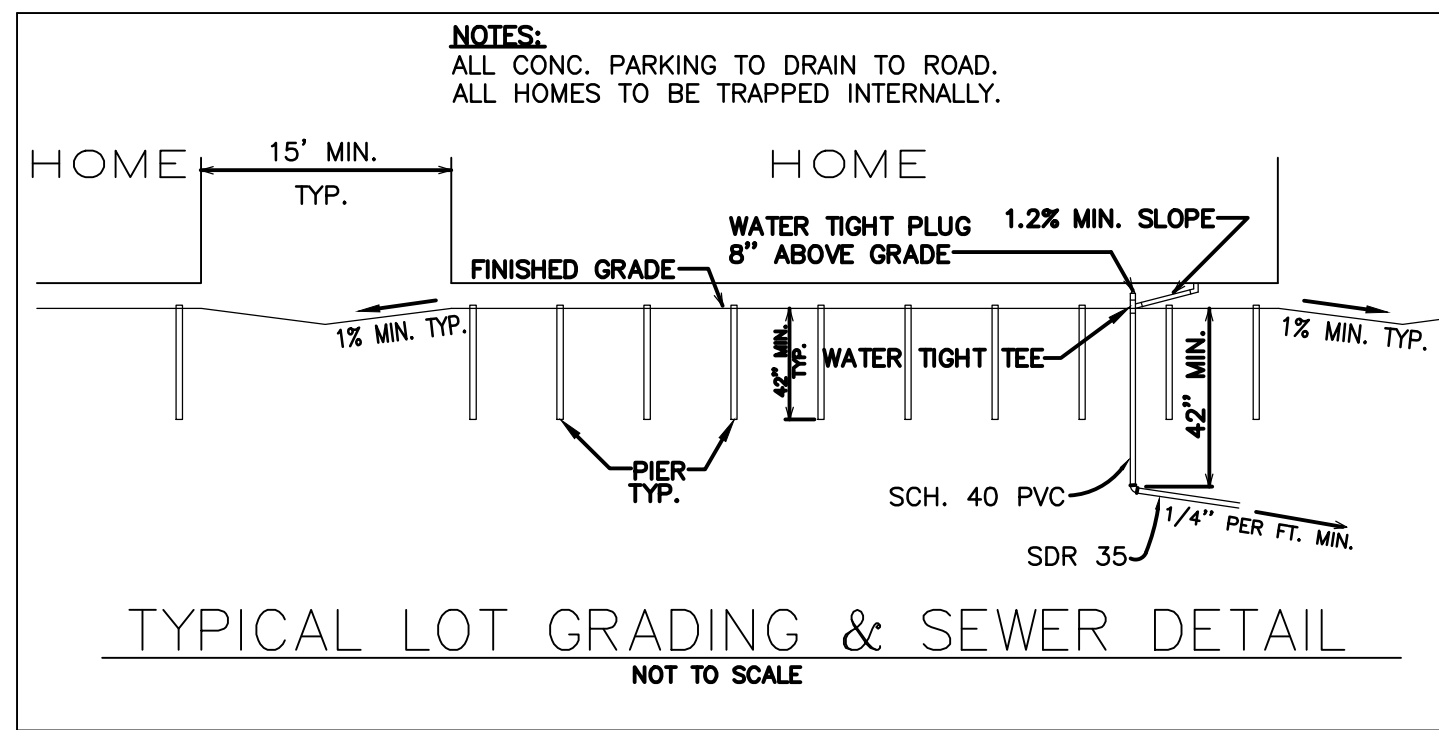
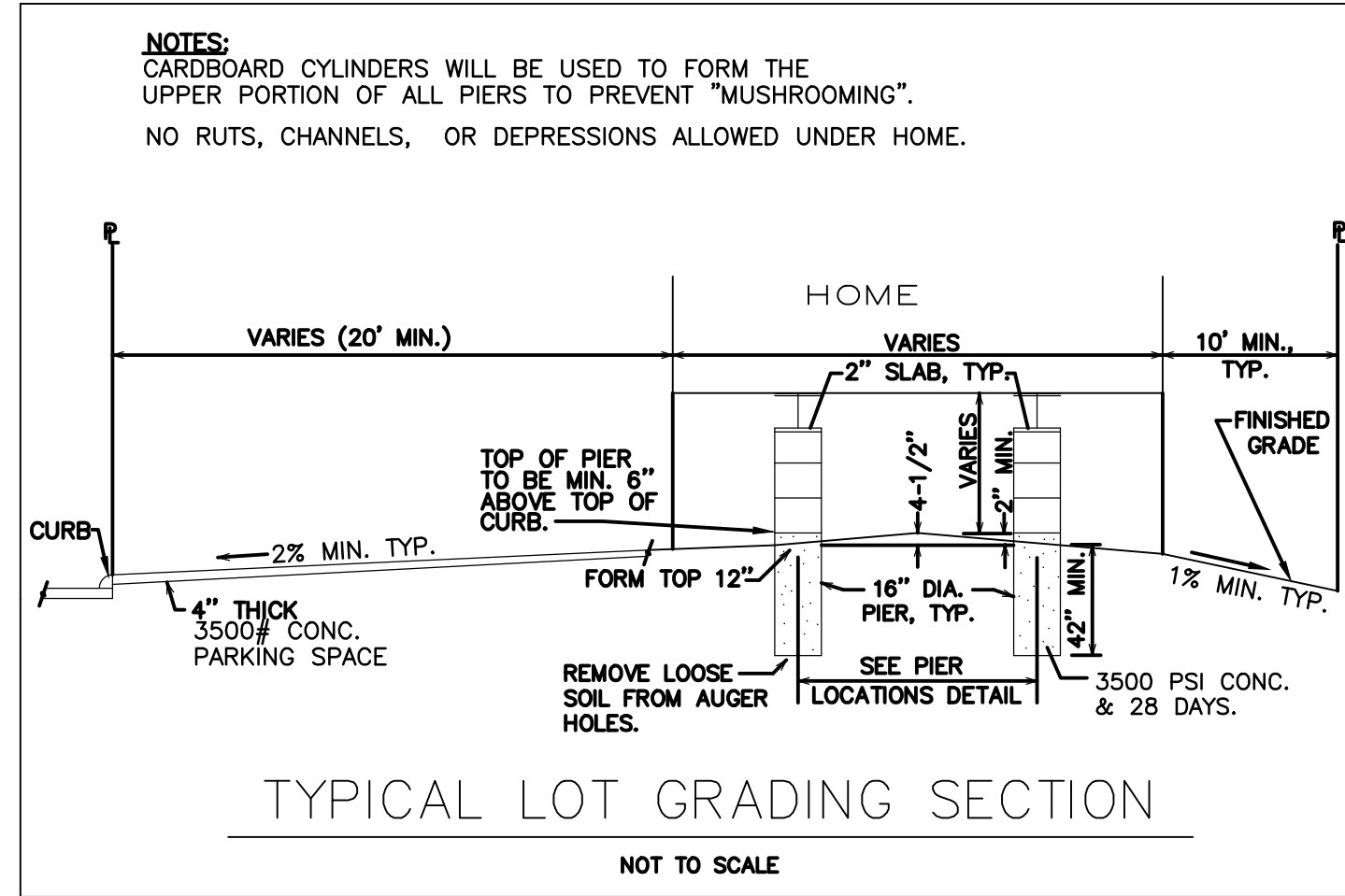
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**SANITARY SEWER & WATER MAIN PLAN & PROFILES**

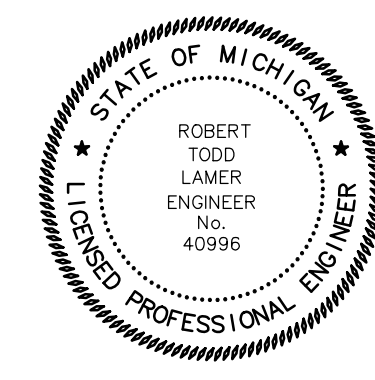
**HUNTINGTON RUN EXPACTION**  
6255 Cranbrook Lane, Kalamazoo, Michigan 49009







**NOTES:**  
 CONCRETE CONSTRUCTION MATERIALS FOR INTERNAL ROADS SHALL BE IN COMPLIANCE WITH AASHTO AND M.D.O.T. STANDARDS.  
 SITE CONCRETE SHALL BE INSTALLED FOLLOWING HOME PLACEMENT.  
 ALL CONCRETE WALKS, PATIOS, AND DRIVES SHALL BE PLACED ON VIRGIN OR 95% COMPACTED SOIL.  
 ALL PARKING AND DRIVES SHALL BE 3500 P.S.I. CONC. @ 28 DAYS, 4" THICK  
 CONC. SIDEWALKS SHALL BE 4" THICK AT 3000PSI @ 28 DAYS.  
 ALL PARKING BAYS SHALL HAVE A MINIMUM SLOPE OF 2.00% FROM THE FRONT OF THE HOME DOWN TO THE STREET.  
 NO FOUNDATION IS REQUIRED UNDER SHEDS.  
 ALL WALKS SHALL MEET MINIMUM BARRIER FREE REQUIREMENTS AND SHALL HAVE A BROOM FINISH OR OTHER APPROVED NON-SLIP SURFACE TREATMENT.  
 SURFACES OF ALL WALKS, PATIOS, AND PARKING SHALL FINISH FLUSH WITH EACH OTHER.  
 TOP OF ALL PIERS SHALL BE LEVEL.  
 TOP OF PIER TO BE A MINIMUM OF 2" ABOVE GRADE. CONC. PIERS TO BE 3500 PSI @ 28 DAYS.  
 DEVELOPER SHALL PROVIDE A MINIMUM OF 66 LINEAL FEET OF FOUNDATION FOOTING FOR A SINGLE SECTION HOME AND A MINIMUM OF 56 LINEAL FEET OF FOUNDATION FOOTING FOR A MULTIPLE SECTION HOME.  
 UTILITIES  
 COMMUNITY ELECTRICAL SYSTEM SHALL BE IN COMPLIANCE WITH RULE 932 OF THE MOBILE HOME COMMISSION ACT: P.A. 96 OF 1987; AND MANUFACTURED HOUSING COMMISSION GENERAL RULES.  
 ELECTRICAL SERVICE SHALL BE PLACED UNDERGROUND.  
 COMMUNITY NATURAL GAS SYSTEM SHALL BE IN COMPLIANCE WITH RULE 934 OF THE MOBILE HOME COMMISSION ACT: P.A. 96 OF 1987; AND MANUFACTURED HOUSING COMMISSION GENERAL RULES.

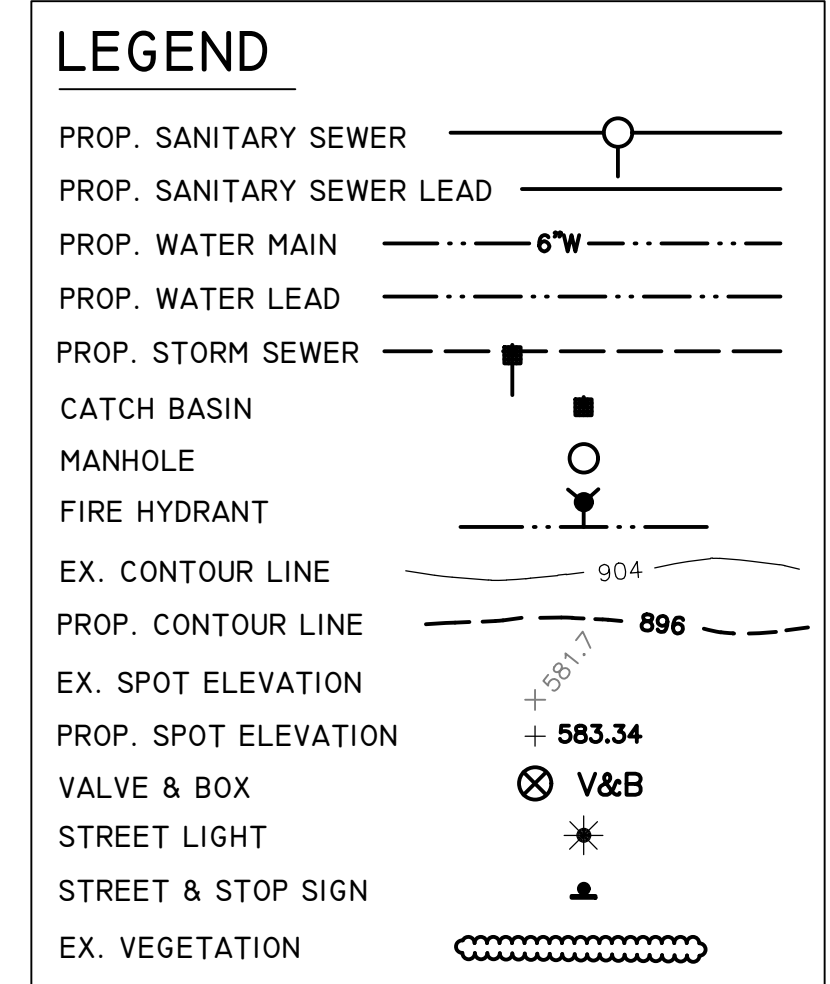


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 planners - engineers - surveyors  
 JCB  
 APPROVED BY: RTO/932E  
 PROJ. ENG.: RTL  
 DATE: 11/09/2020

**STANDARD DETAILS & NOTES**

**HUNTINGTON RUN EXPLORATION**  
 6255 Cranbrook Lane, Kalamazoo, Michigan 49009



BILL OF MATERIAL

WATERMAIN SPECIFICATIONS

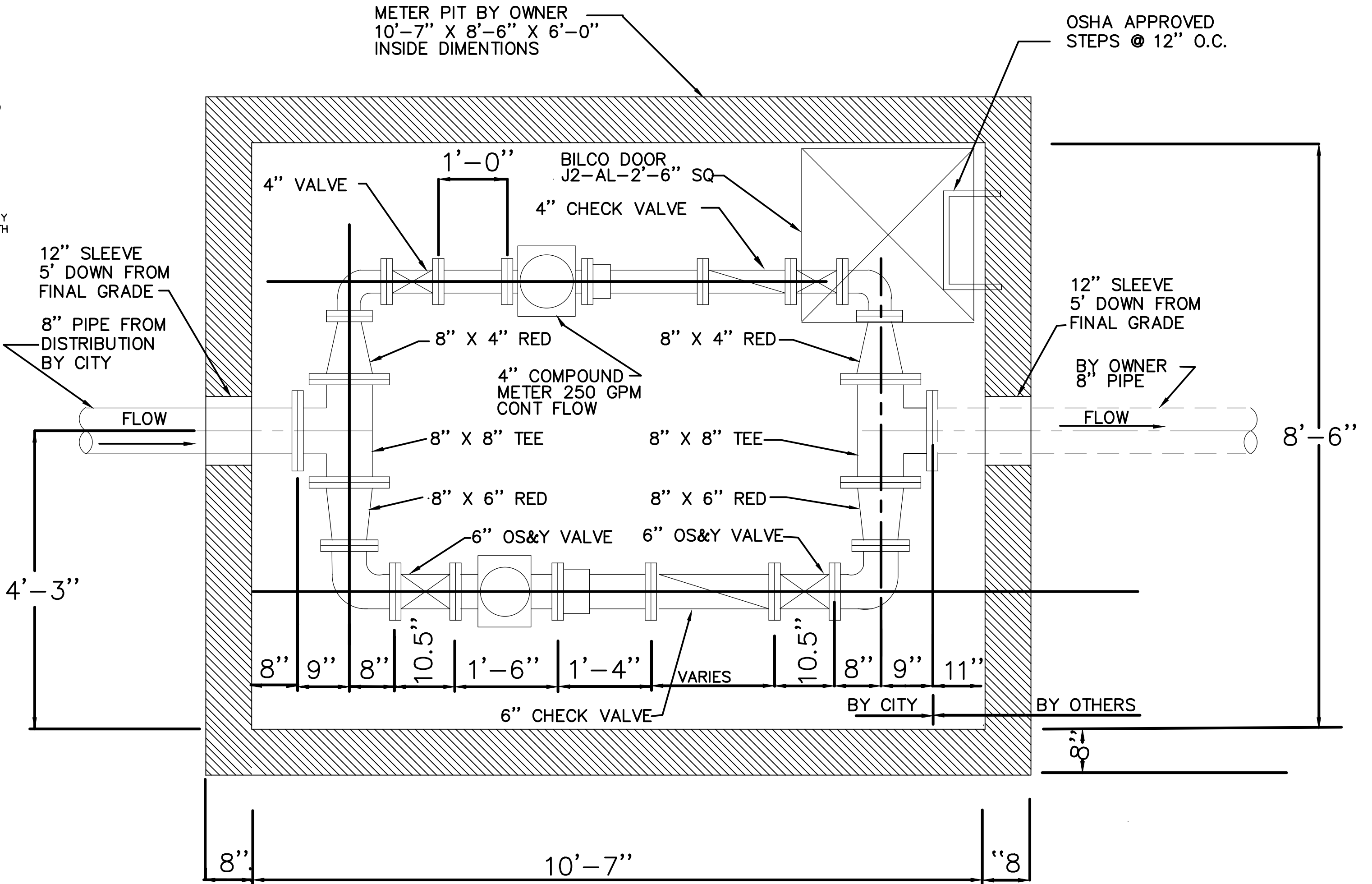
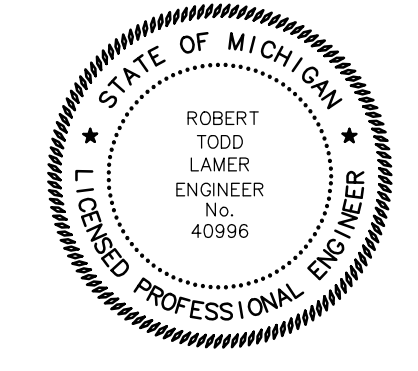
1. WATERMAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF KALAMAZOO STANDARDS.
2. ALL TEES FOR HYDRANTS SHALL BE MECH. JOINT
3. NO TIE RODS SHALL BE USED FOR FIRE HYDRANTS
4. USE CITY OF KALAMAZOO HYDRANT STANDARD
5. ALL FITTINGS SHALL BE MECH. JT. WITH MEGALUGS
6. PIPE JOINTS NEAR FITTINGS AND LAST JOINTS AT DEAD ENDS SHALL HAVE FIELD-LOK GASKETS
7. ALL TAPS TO EXISTING WATER MAIN MUST BE INSTALLED BY CITY OF KALAMAZOO. ALSO WATER CONNECTION FROM WATER MAIN TO BUILDING TO BE INSTALLED BY CITY OF KALAMAZOO.
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5'-0" COVER ON ALL WATERLINES.
9. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINES.
10. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE).
11. IN THE EVENT OF A VERTICAL CROSSING LESS THAN 18" BETWEEN WATERLINES, SANITARY LINES, STORM LINES AND GAS LINES (EXISTING AND PROPOSED), THE SANITARY LINE SHALL BE DUCTILE IRON PIPE WITH MECHANICAL JOINTS AT LEAST 10 FEET ON BOTH SIDES OF CROSSING, IN THE CASE OF WATER LINE AND SANITARY THE CROSSING SHALL THEN BE ENCASED IN CONCRETE.
12. FINAL GRADE OR STAKES INDICATING FINAL GRADE SHALL BE INSTALLING BEFORE INSTALLATION CAN BEGIN

NOTES:  
 SEE SHEET #5 FOR ON-SITE WATERMAIN LAYOUT.  
 SEE SHEET #6 FOR ON-SITE WATERMAIN DETAILS & SPECIFICATIONS.

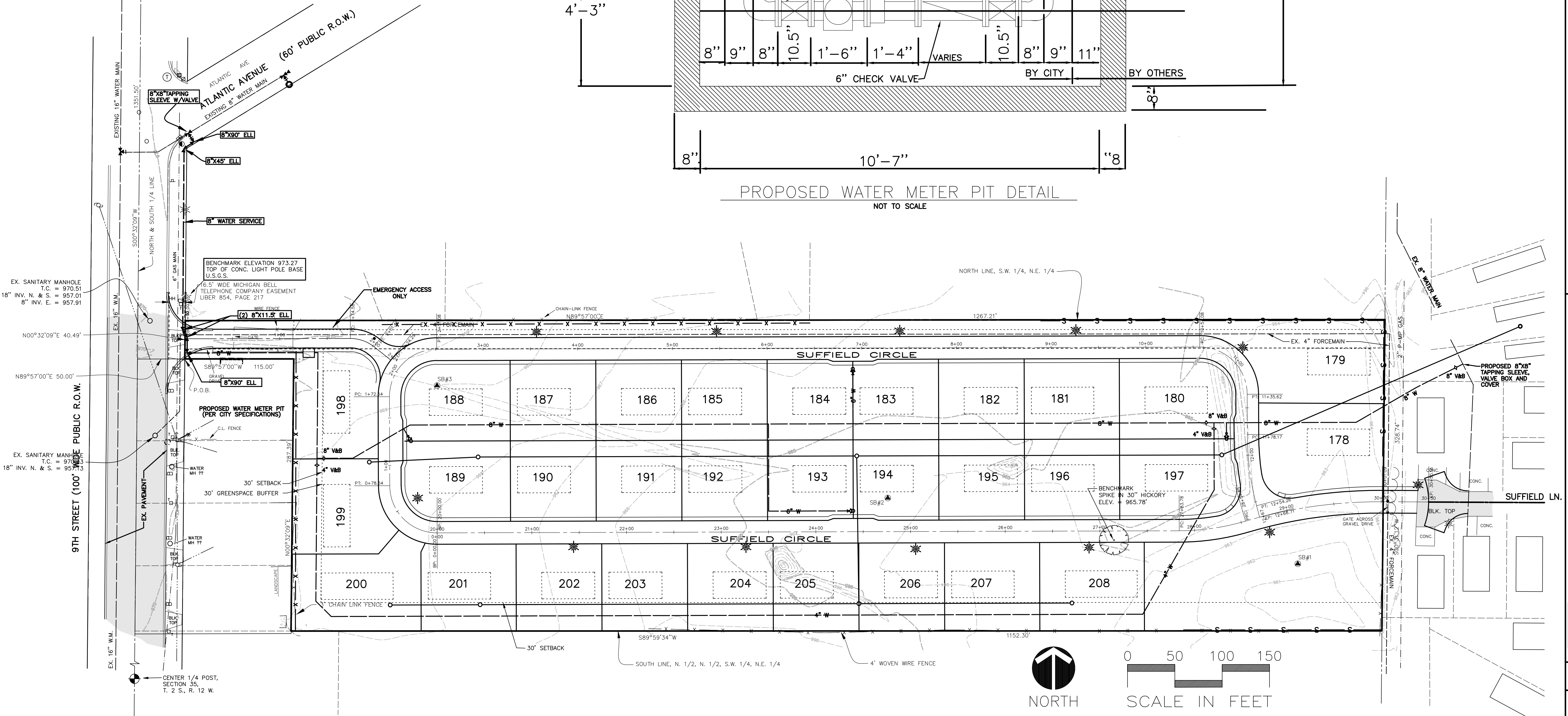
WATER MAIN DRAWING REVIEW FOR CONSTRUCTION

CITY OF KALAMAZOO  
 DEPARTMENT OF PUBLIC SERVICES  
 ENGINEERING DIVISION  
 415 S. STOKBRIDGE AVENUE  
 KALAMAZOO, MICHIGAN

DATE: REVIEW BY:



PROPOSED WATER METER PIT DETAIL  
 NOT TO SCALE



DATE:	11-9-2020
REVISION:	
SCALE:	1" = 50'
DRAWN BY:	JUB
APPROVED BY:	W. O. N.

PROPOSED 8" WATER SERVICE FOR HUNTINGTON RUN PHASE-2

CITY OF KALAMAZOO  
 Department of Public Services  
 Engineering Division  
 415 STOKBRIDGE AVENUE  
 KALAMAZOO, MICHIGAN 49001  
 PH # (269)-337-4149  
 FAX # (269)-337-8533

FILE NAME:

SHEET 8 of 8