

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

**December 8, 2020**

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

**BOARD WORK SESSION**

**6:00 p.m.**

**AGENDA**

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County - Road Commission Annual Presentation & Discussion
- D. Other Updates and Business

**REGULAR MEETING**

**7:15 p.m.**

**AGENDA**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
  - a. Approve Minutes – November 24<sup>th</sup>, 2020 Regular Meeting
  - b. Receipts & Disbursements Report
  - c. 4<sup>th</sup> Quarter December Budget Amendments
  - d. Board & Committee Appointments
  - e. Election Commission Appointments
  - f. 2021 Financial Depositories
  - g. South 11<sup>th</sup> Rezoning - Second Reading
- 5. Consideration of Water Agreement with the City of Kalamazoo
- 6. Consideration of Kalamazoo Regional Water & Wastewater Intergovernmental Agreement Amendment
- 7. Consideration of General Ordinance Amendments 208, 508, & 620 – First Reading
- 8. Consideration of 2021 Water & Sewer Fee Schedules
- 9. Consideration of Fire Stations Alert System Upgrade
- 10. Discussion on South 2<sup>nd</sup> Street Road Paving
- 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>
Kristen 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: 894 3679 8875**

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

### To join the conference by phone:

1. On your phone, dial the toll-free teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **894 3679 8875#**

### 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.**

# BUDGET AMENDMENT REQUEST

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

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

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

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


Amount

Additional Funds Request for: \_\_\_\_\_  
(description and GL number) \_\_\_\_\_  
\_\_\_\_\_

Funds requested from: \_\_\_\_\_  
(description and GL number) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of request: \_\_\_\_\_

New Money.

Supervisor Review:  12-1-20 \_\_\_\_\_  
(pending or date reviewed)

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











TITLE	Members	Dates	Term/End Date	
Board of Review	<b>Fred Gould</b>	<i>March, July, &amp; December</i>	12.31.2020	
<i>Two Year Term, Start Jan 1, Odd Years</i>	<b>Kitty Gelling</b>		12.31.2020	
	<b>Neil Sikora</b>		12.31.2020	
	<b>Kim Bourner (1st Alternate)</b>		12.31.2020	
	<b>Fred Antosz (2nd Alternate)</b>		12.31.2020	
	Libby Heiny-Cogswell			
	Kristine Biddle (Staff)			
CCTA (Public Transit)	Dusty Farmer			
Corridor Improvement Authority (SoDA)	Galen Rike (Resident)	<i>June &amp; December, noon</i>	12.31.2023	
<i>5 to 9 members</i>	Vacancy		12.31.2023	
<i>Majority with ownership or bus int</i>	<b>Joe Gesmundo, AVB (Developer)</b>		12.31.2024	
<i>At least 1 resident (w/in 1/2 mile)</i>	<b>Christine Morse (County Rep)</b>	<i>(appointed by County per agreemnt)</i>	12.31.2020	
<i>Four year term staggered terms</i>	Corey Ashley, Grp. Mktg. Cvcs., (Business Rep)		12.31.2021	
	Kelly Bringman, Nottingham Apts. (Mgr)		12.31.2021	
	Dennis Patzer, At Large (School Admin)		12.31.2022	
	Theresa Spurr, (Spurr Dental)		12.31.2022	
	Libby Heiny-Cogswell (TB Liason)			
	Iris Lubbert (Staff)			
Dangerous Building Hearing Officer	Dave Breytone	<i>Supervisor appointment</i>		
<b>DDA (9-13 Members)</b>	Jack Siegel (Interest)	<i>3rd Thurs, every other</i>	12.31.2021	
<i>9-13 Members</i>	Bruce Betzler (At Large)	<i>month, starting Jan, noon</i>	12.31.2021	
<i>Majority with ownership or bus int</i>	Grant Taylor (At Large)		12.31.2021	
<i>At least 1 resident (w/in 1/2 mile)</i>	<b>Dick Skalski (At Large)</b>		12.31.2024	
<i>Four year term staggered terms</i>	Vacancy (Resident)		12.31.2024	
	Themi Corakis (Interest)		12.31.2023	
	Rich MacDonald (Interest)		12.31.2023	
	Ryan Wieber (KPL Rep; Interest)		12.31.2022	
	Bill Cekola (Interest)		12.31.2022	
	Libby Heiny-Cogswell (Twp Supervisor)	<i>12</i>		
	Iris Lubbert (Staff)			
Environmental Board	<b>Chad Hughson</b>	<i>As needed</i>	12.31.2023	
<i>Three Year Terms</i>	Druba Bhattari		12.31.2022	
	Neil Sikora		12.31.2021	

TITLE	Members	Dates	Term/End Date
Oshtemo Election Commission	Dusty Farmer	<i>As needed</i>	12.8.2020 to 11.20.2024
	Clare Buszka (Treasurer)		
	Zak Ford		
Friends of the Parks	<b>David Walsh</b>	<i>Monthly, 2nd Thursday, 1 pm</i>	12.31.2022
<i>Two Year Term</i>	Bruce Dannenhauer		12.31.2021
	Vacancy		12.31.2021
	<b>Deb Everett</b>		12.31.2022
	Dennis Patzer		12.31.2021
	<b>Libby Heiny-Cogswell (TB Liason)</b>		12.31.2022
	<b>Cheri Bell (TB Liason)</b>		12.31.2022
Records Management	Dusty Farmer, Chair		
	Marc Elliott		
	Libby Heiny-Cogswell		
	Mark Barnes		
	Greg McComb (as needed)		
	Yvonne Rummery		
	Ric Keinbaum (Staff)		
	Karen High (Staff, as needed)		
Joint Boards Meetings	Township Board	<i>3rd Tuesday, 6 pm, Twice Annually</i>	
	Zoning Board of Appeals		
	DDA & SoDA		
	Friends of the Parks		
	Iris Lubbert (Staff)		
SMBA (Southwest Michigan Building Authority)	<b>Cheri Bell</b>		
Supervisor, Clerk, Treasurer	Dusty Farmer		
KATS Policy (Kalamazoo Area	Libby Heiny-Cogswell (Primary)	<i>Monthly, 4th Wed, 9 am</i>	
Transportation Study (2 votes)	Dusty Farmer (Alternate)		
KATS Technical (2 votes)	Iris Lubbert or Colten Hutson (Planning Staff)	<i>Monthly, 2nd Thursday, 9 am</i>	
	Marc Elliott or Anna Horner (Public Works Staff)		
Kalamazoo Regional Water	Libby Heiny-Cogswell, Regional Chair		
& Wastewater Commission	<b>Dusty Farmer (Alternate )</b>		
	Jim Porter (Staff)		

TITLE	Members	Dates	Term/End Date	
Planning Commission	<b>Alistair Smith</b>	<i>2nd &amp; 4th Thursday, 6 pm</i>	12.31.2023	1st term
Three Year Term	<b>Micki Maxwell</b>	<i>(&amp; any special meetings)</i>	12.31.2023	2nd term
	Anna Versalle		12.31.2021	Partial
	<b>Deb Everett</b>		12.31.2021	<b>Partial</b>
	Chetan Vyas		12.31.2022	1st term
	Bruce Vanderweele		12.31.2022	2nd term
	<b>Kizzy Bradford (TB Liason)</b>			
	Iris Lubbert (Staff)			
	Jim Porter (Staff Attorney)			
Public Media Network	Lisa Godfrey (Citizen Rep)			
	<b>Clare Buszka (Board Rep)</b>			
Township Board	Libby Heiny-Cogswell (Supervisor)			
	Dusty Farmer (Clerk)			
	Clare Buszka (Treasurer)			
	Kizzy Bradford, Trustee			
	Cheri Bell, Trustee			
	Zak Ford, Trustee			
	Kristin Cole, Trustee			
	Jim Porter (Staff Attorney)			
	Marc Elliott, Public Utilities Dir.			
Zoning Board of Appeals	Neil Sikora	<i>4th Tues, 3 pm</i>	12.31.2021	2nd term
<i>Three Year Terms</i>	Fred Antosz		12.31.2022	1st Term
	<b>Anita Smith</b>		<b>12.31.2023</b>	<b>1st Term</b>
	Fred Gould (1st Alternate)		12.31.2022	
	Ollie Chambers (2nd Alternate, Partial Term)		12.31.2021	
	Micki Maxwell (PC Liason)			
	<b>Dusty Farmer (TB Liason)</b>			
	Iris Lubbert (Staff)			
	Jim Porter (Attorney)			
KCCDA (911 Consolidated Dispatch)	Mark Barnes	<i>Board (Rep from County Fire Chiefs)</i>		

\*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Board & Committee	Libby Heiny-Cogswell	<i>As needed</i>	
Appointments	<b>Cheri Bell</b>		
	Dusty Farmer		
Buildings and Grounds	Libby Heiny-Cogswell	<i>Quarterly @ 8:00 a.m.</i>	
	<b>Dusty Farmer, TB</b>		
	Rick Everett (Staff)		
	Carl Benson (Resident)		
Capital Improvement (CIC)	Zak Ford, TB	<i>Quarterly, Jan, Apr, July, Oct</i>	
	Libby Heiny-Cogswell, TB	<i>3rd Tues. @ 1pm</i>	
	<b>Clare Buszka (TB)</b>		
	Tim Mallett (Resident)		
	Dick Hertzell (Resident)		
	Bernie Mein		
	<b>Anna Horner (Staff)</b>		
	Marc Elliott (Staff)		
HARC (Hardship Advisory Review Committee); 3 year, staggered terms	Fred Gould (BOR)		12/31/2021
	Jeff Parson (Resident-at-large)		12/31/2022
	Neil Sikora (BOR)		12/31/2023
	<b>Clare Buszka (TB Treasurer)</b>		TermofOffice
	Libby Heiny-Cogswell (TB Supervisor)		TermofOffice
"Legislative Breakfast"	Open to Entire Board	<i>Quarterly</i>	
(Southwest Michigan First)		<i>8am - 9am</i>	
Kalamazoo Brownfield Authority	Iris Lubbert (Staff)	<i>4th Thursday of each Month @ 4:00pm</i>	
Kalamazoo County Transit Authority	Dusty Farmer, Attendee	<i>2nd &amp; 4th Monday, 5:30 p.m.</i>	
HR (Human Resources)	Libby Heiny-Cogswell, TB, Personnel Director	<i>As Needed</i>	
Board Group	Dusty Farmer, TB		
	<b>Cheri Bell, TB</b>		
	<b>Sara Fiester (HR)</b>		



\*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Parks	Libby Heiny-Cogswell, TB	<i>3rd Thursday @ 7:30 a.m.</i>	
	Cheri Bell, TB		
	<b>Kizzy Bradford, TB</b>		
	<b>Deb Everett, Resident</b>		
	Paul Sotherland (At Large)		
	Karen High (Staff)		
Police	Libby Heiny-Cogswell, TB	<i>Quarterly as needed</i>	
	<b>Kristin Cole, TB</b>		
	Zak Ford, TB		
	Mark Barnes (Staff Fire Chief)		
	Jack Shepperly (Staff Police Specialist)		
	Jim Sterenberg (Resident)		
	Malcolm Blair (Resident)		
	Jim Taylor (Resident)		
	<b>Deb Everett (Resident)</b>		
	Ed Hellwege (Staff HR)		
	Jim Porter (Staff Attorney)		
Safety	Mark Barnes (Staff)	<i>As needed</i>	
	Kristine Biddle (Staff)		
	Rick Everett (Staff)		
	Linda Potok (Staff)		
Sunshine	Cheryl Moeslin		
<i>Manage voluntary contributions from staff to recognize employee life events</i>	Linda Potok		
	Vacancy (Staff)		
Wellhead Protection Team	Iris Lubbert/Colten Hutson (Staff)	<i>Quarterly (approx)</i>	

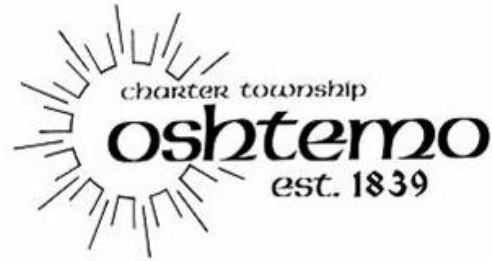
# Memorandum

**Date:** 11/23/2020

**To:** Township Board

**From:** Dusty Farmer, Clerk

**Subject:** Election Commission



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**BACKGROUND:** The Township Election Commission is comprised of the Township Clerk and two trustees appointed by the Township Board.

The EC is responsible for establishing precincts and precinct consolidations, absentee voter counting boards, assessing voting equipment needs, logic and accuracy testing for voting equipment, authorizing the printing of ballots, providing election supplies, appointing precinct inspectors and other election workers, and notifying major political parties of appointment of election workers.

Zak Ford and Deb Everett have been on the EC since 2016. With Deb's retirement from the Township, I have asked Treasurer Clare Buszka to join the commission.

**REQUEST TO BOARD:** To approve the appointment of Clare Buszka to the Oshtemo Township Election Commission.

## 2021 DEPOSITORIES

There are no changes or additions from Depositories used in 2020.

DEPOSITORY	ADDRESS
<b>COMERICA BANK</b>	5080 West Main Street Kalamazoo MI
<b>CONSUMERS CREDIT UNION</b>	6699 West Main Kalamazoo, MI 49009
<b>FIFTH THIRD BANK</b>	4705 West Main Street Kalamazoo MI
<b>FIRST NATIONAL BANK OF MICHIGAN</b>	5313 West Main St. Kalamazoo, MI 49009
<b>FLAGSTAR BANK</b>	5151 Corporate Drive, Troy, MI 48098
<b>HUNTINGTON NATIONAL BANK</b>	PO Box 1558 EA1W37 Columbus, OH 43216
<b>MBIA CLASS</b>	3135 S State Street Ste 108 Ann Arbor, MI 48108
<b>MERS</b>	1134 Municipal Way Lansing, MI 48917
<b>MERCANTILE BANK</b>	5610 Bryon Center Ave SW Wyoming, MI 49519
<b>PNC</b>	5299 West Main Street Kalamazoo MI

**1<sup>ST</sup> SOURCE BANK**

200 W. Michigan Ave  
Kalamazoo, MI 49007

**CIBC**

2301 W. Big Beaver Ste 525  
Troy, MI 48084

**THE PRIVATEBANK**

38505 Woodward Avenue Ste 1300  
Bloomfield Hills, MI 48304

**CHEMICAL**

PO Box 529  
Midland, MI 48640

**OLD NATIONAL BANK**

220 n. Drake Rd  
Kalamazoo, MI 49009

**ADVIA CREDIT UNION**

4308 W. Main St  
Kalamazoo, MI 49009

**HONOR CREDIT UNION**

5713 Venture Park  
Kalamazoo, MI 49009

**ARBOR FINANCIAL CREDIT UNION**

1551 S. 9<sup>th</sup> St  
Kalamazoo, MI 49009

**LAKE MICHIGAN CREDIT UNION**

6170 W. Main St  
Kalamazoo MI 49009

**SOUTHERN MICHIGAN BANK**

650 Trade Centre Way  
Suite 120  
Portage MI, 49002

November 30, 2020



**Mtg Date:** December 8, 2020

**To:** Oshtemo Charter Township Board

**From:** Colten Hutson, Zoning Administrator

**Applicant:** Kevin Oliver, Oliver Architecture

**Owner:** Storage Rentals of America

**Property:** 1515 S 11<sup>th</sup> Street, Parcel Number 05-24-452-020  
Unaddressed S 11<sup>th</sup> Street, Parcel Number 05-24-452-010

**Zoning:** C: Local Business District

**Request:** Rezone to I-1: Industrial District – Second Reading

**Section(s):** Section 18: C: Local Business District  
Section 27: I-1: Industrial District

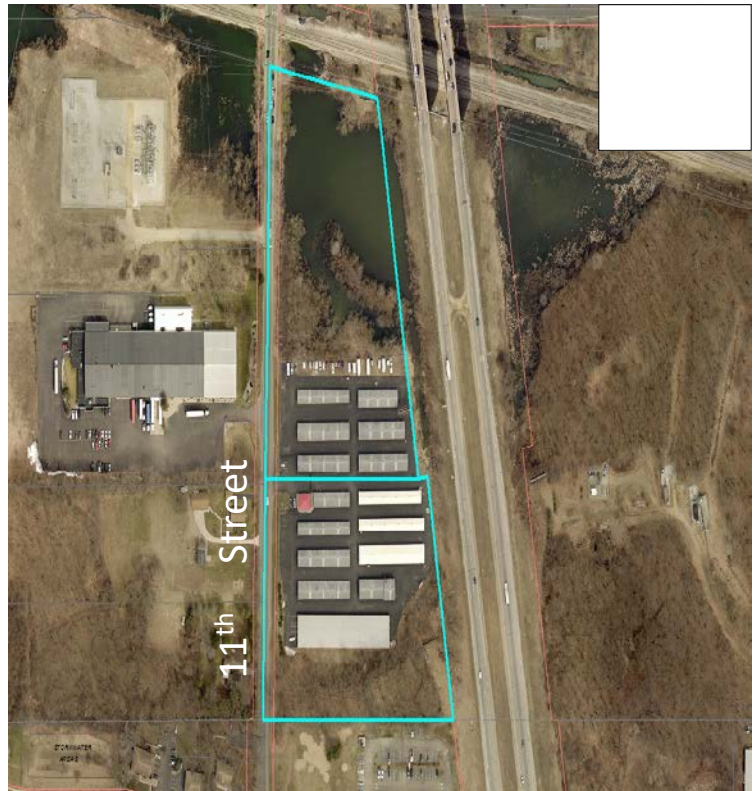
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**OBJECTIVE:**

Consideration to rezone 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 from C: Local Business District to I-1: Industrial District, for second reading and adoption. First reading of the proposed rezoning occurred on November 44, 2020 at which the Township Board approved the first reading and moved for second reading unanimously.

**PROPOSAL:**

Storage Rentals of America is requesting to rezone 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 from C: Local Business District to I-1: Industrial District. The two parcels under consideration are outlined in light blue on the map to the right. Between the two parcels, the site has a combined area of approximately 12.53 acres. Storage Rentals of America currently utilizes both sites for their self-storage facility. As part of this review, a land combination application will be required. A land combination application has been submitted and approved; however still needs to be recorded.

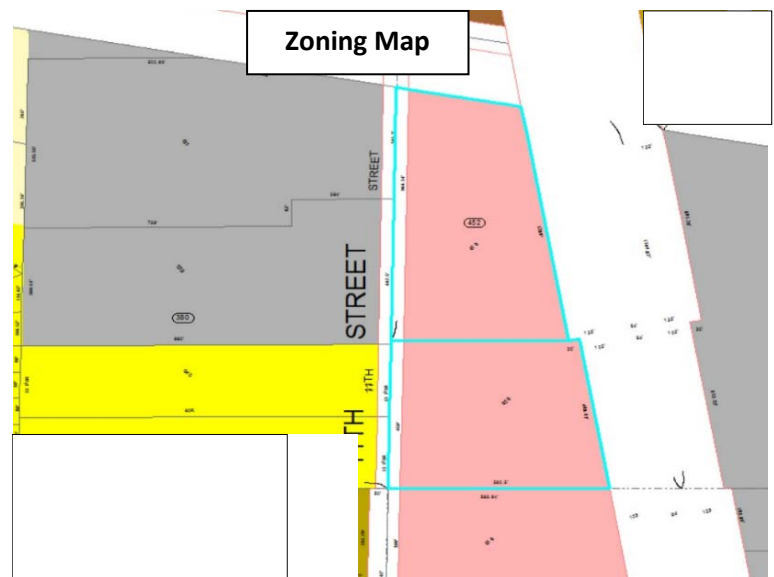


The self-storage facility was first constructed in 1975. In July of 2000, the zoning ordinance was amended so that mini warehouses and storage buildings are no longer a special use under C: Local Business District

and are now only permitted with Planning Commission approval as a Special Use in the I-1: Industrial District. As such, the self-storage facility at this location is a legal- nonconforming use. The requested rezoning of 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 would make the existing self-storage facility a legal conforming use. It should be noted that the applicant has indicated an interest in expanding the self-storage facility in the future by adding possibly one or two more storage buildings; however, since the request is for a rezoning, such material shall be considered at time the applicant submits a site plan for modifying the special exception use.

**OVERVIEW:**

Currently zoned C: Local Business District, Storage Rentals of America is located on the east side of S 11<sup>th</sup> Street, between KL Avenue and W Michigan Avenue. The self-storage facility abuts US 131 to its east and railway to its north. Adjacent to the west are zoning districts for R-1: Residence District and I-1: Industrial District. Adjacent to the south is zoned C: Local Business District. Designated wetlands are situated within the northern section of the property. There are 15 one-story self-storage buildings on site along with one single story office building. The two subject properties are outlined in light blue in the Zoning Map on the right.



A public hearing for this rezoning request was held at the Planning Commission’s November 12, 2020 regular meeting. Public notice for the meeting was published on October 20, 2020. No comments from the public were received. After discussion, the Planning Commission made an unanimous motion to recommend its approval of this rezoning request to the Township Board.

**CONSIDERATIONS:**

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

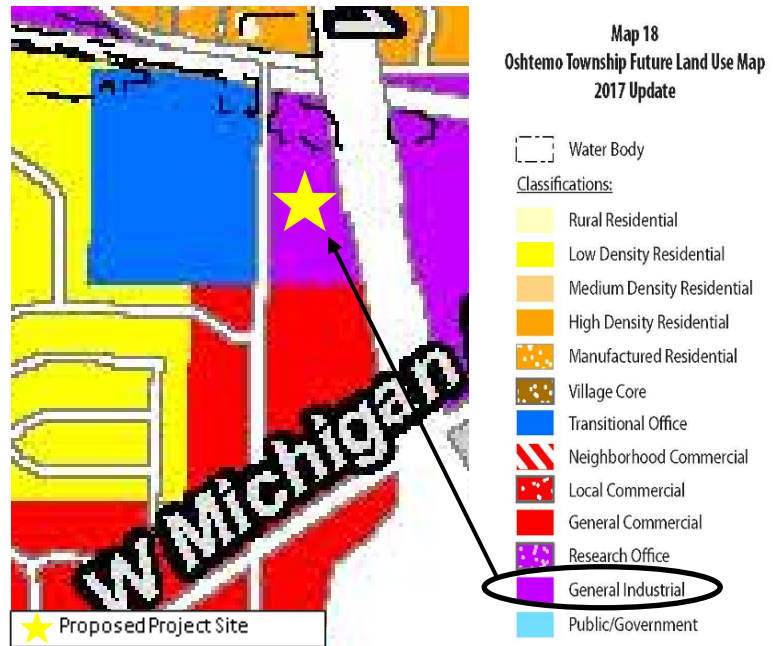
1. Master Plan Designation

The Township’s Future Land Use Plan categorizes this area—east of S 11<sup>th</sup> Street, west of US 131, south of W KL Avenue, and north of W Michigan Avenue as *General Industrial*, a category intended for manufacturing and other industrial development to create job opportunities and increase wages. The designation includes both light and general industrial uses, warehouse and distribution facilities, heavy commercial, and *storage facilities*. Mini warehouses and storage buildings are permissible with Special Use approval from the Planning Commission under the I-1: Industrial District. From a zoning perspective, the present land use would be consistent with the site’s current activity Future Land Use Map, and the Township’s Zoning Ordinance. Should

approval for the rezoning be granted, it would follow the Township’s vision in terms of land use for this area.

2. Consistency of the Zoning Classification in the General Area

Rezoning 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 to I-1: Industrial District would be consistent with current zoning in nearby parcels. The site is currently adjacent to two other industrial uses. These uses include West Side Beer Distributing and a Consumer’s Energy Company substation.



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

A pattern already exists west of S 11<sup>th</sup> Street on the south side of W KL Avenue, where numerous industrial facilities have been established, increasing in consistency and intensity westbound while approaching S 9<sup>th</sup> Street. With there being properties to the south zoned as C: Local Business District, the existing commercial uses will act as a buffer to the properties south and west of the site. Due to there being industrial users already established in the area, and this use being in accordance with the Future Land Use map, the rezoning will allow the property to match the established character of the area.

4. Utilities and Infrastructure

Public water and sewer are available at 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010. Any future development on the subject site that requires such public infrastructure needs will be mandated to pay the appropriate water and sewer fees and physically connect to these systems prior to a certificate of occupancy. Regarding the transportation network, the intersection to the north at W KL Avenue and South 11<sup>th</sup> Street is well controlled by a traffic signal. The intersection to the south where S 11<sup>th</sup> Street crosses W Michigan Avenue is also controlled by a traffic signal. This section of 11<sup>th</sup> street already supports several commercial and industrial uses; staff is of the opinion that if this rezoning is approved, and any other potential industrial use follows, it will not negatively affect the area. Furthermore, the Township’s Non-Motorized Transportation Plan does identify a 6 Ft wide Shared Use Path adjacent to the subject site. It should be noted that such facility shall be installed in accordance with Township Sidewalk/Shared Use Path Construction Standards if any expansion is proposed in the future. 3 Ft wide bike lanes have already been established in both northbound and southbound directions in this portion of S 11<sup>th</sup> Street.

5. Reasonable Use under Current Zoning Classification

Both 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 were once regulated as a special exception use under the C: Local Business District zoning classification. However, mini warehouses and storage facilities such as this do not bring any retail value or other common business characteristics or activity you would typically find in a commercial establishment. The Township identified that mini warehouses and storage facilities were no longer suitable in the C: Local

Business District zoning classification as self-storage facilities have been categorized as an industrial use for the past 20+ years. Through the rezoning, the applicant is making efforts to eliminate the legal non-conforming use and make the site comply with the Township's Zoning Ordinance and Future Land Use Plan. The rezoning achieves the Township's goals and also fits the applicant's vision for the site.

6. Effects on Surrounding Property

Rezoning these two properties to the I-1: Industrial District will not have a negative effect on the surrounding properties. The applicant has indicated that the site's use will not be modified in a significant way in the foreseeable future and rezoning the property will allow for further compatibility in terms of development for surrounding properties. The gradual shift from commercial to industrial from the northern portion of S 11<sup>th</sup> Street to the south side of W KL Avenue (directly west of S 11<sup>th</sup> Street) is becoming prevalent. With there being an existing pattern of industrial character and uses in the area, the rezoning would complement adjacent zoning districts.

RECOMMENDATION:

The Planning Commission and Planning Department staff recommend that the Township Board approve the rezoning of the subject properties from the C: Local Business District to the I-1: Industrial District with the following stipulation:

1. The Approval for Land Combination and related documents shall be recorded with the Kalamazoo Register of Deeds by 12/31/2020. A copy of the recorded documents will be provided to the Planning Department.

Attachments: Application, Property Survey, Signed Land Combination Approval, Section 27 of the Ordinance (I-1: INDUSTRIAL DISTRICT), Draft 11-12-2020 PC Minutes Excerpt





7275 W. Main Street, Kalamazoo, Michigan 49009-9334  
Phone: 269-216-5223 Fax: 269-375-7180

**PLEASE PRINT**

**PROJECT NAME & ADDRESS** SROA Self-Storage Kalamazoo, 1515 South 11th St, Kalamazoo, MI 49009

**PLANNING & ZONING APPLICATION**

Applicant Name : Kevin Oliver  
Company Oliver Architecture  
Address 7100 Euclid Ave, Suite #200  
Cleveland, OH, 44103  
E-mail kevin@oliverarchitect.com  
Telephone (216) 245-2661 Fax \_\_\_\_\_  
Interest in Property Architect

THIS  
SPACE  
FOR  
TOWNSHIP  
USE  
ONLY

**OWNER\*:**

Name Storage Rentals of America  
Address 342 Datura St. #338  
West Palm Beach, FL, 33401  
Email sean@sroa.com  
Phone & Fax (561)763-1147

Fee Amount \_\_\_\_\_  
Escrow Amount \_\_\_\_\_

**NATURE OF THE REQUEST:** (Please check the appropriate item(s))

- |   |   |
|---|---|
| <input type="checkbox"/> Planning Escrow-1042                 | <input type="checkbox"/> Land Division-1090           |
| <input type="checkbox"/> Site Plan Review-1088                | <input type="checkbox"/> Subdivision Plat Review-1089 |
| <input type="checkbox"/> Administrative Site Plan Review-1086 | <input checked="" type="checkbox"/> Rezoning-1091     |
| <input type="checkbox"/> Special Exception Use-1085           | <input type="checkbox"/> Interpretation-1082          |
| <input type="checkbox"/> Zoning Variance-1092                 | <input type="checkbox"/> Text Amendment-1081          |
| <input type="checkbox"/> Site Condominium-1084                | <input type="checkbox"/> Sign Deviation-1080          |
| <input type="checkbox"/> Accessory Building Review-1083       | <input type="checkbox"/> Other: _____                 |

**BRIEFLY DESCRIBE YOUR REQUEST** (Use Attachments if Necessary): We request to rezone the  
site from C-Local Business District to I-1-Industrial in order to make the current non-conforming  
self-storage use of the site conform.

**LEGAL DESCRIPTION OF PROPERTY** *(Use Attachments if Necessary):*

Please Find Title Legal Description in the top right corner of the attached survey document

**PARCEL NUMBER:** 3905- 24452010

**ADDRESS OF PROPERTY:** 1515 S 11th St., Kalamazoo, MI 49009

**PRESENT USE OF THE PROPERTY:** 15 1-story self storage buildings, and 1 1-story office building

**PRESENT ZONING** C-Local Business District **SIZE OF PROPERTY** +/- 11.53 Acres


**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS  
HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

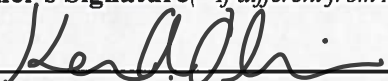
Address(es)

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshtemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.*

  
\_\_\_\_\_  
Owner's Signature (\* If different from Applicant)

9/29/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Applicant's Signature

09/29/2020  
\_\_\_\_\_  
Date

Copies to:  
Planning -1  
Applicant -1  
Clerk -1  
Deputy Clerk -1  
Attorney-1  
Assessor -1  
Planning Secretary - Original

\*\*\*\*

**PLEASE ATTACH ALL REQUIRED DOCUMENTS**



**ZONING INFORMATION**

STATUS	PROPERTY IS CURRENTLY ZONED: C, LOCAL BUSINESS DISTRICT		
	REQUIRED	ITEM	REQUIRED
PERMITTED USE	STORAGE BUILDINGS AND MINI-WAREHOUSES	PARKING REGULAR	N/A
MIN. LOT AREA	50,000 SF	PARKING HANDICAP	N/A
MIN. FRONTAGE	200 FT	PARKING TOTAL	6
MAX. BLDG COVERAGE	N/A		
WIDTH OF LOT	120 FT		
MIN. DISTANCE BETWEEN BUILDINGS	30 FT		
FLOOR SPACE AREA	N/A		
MIN. SETBACKS FRONT	70 FT		
MIN. SETBACKS SIDE	SEE NOTES		
MIN. SETBACKS REAR	SEE NOTES		
MAX BUILDING HEIGHT	N/A		

**FLOOD ZONE**

A FIELD SURVEY WAS NOT CONDUCTED TO DETERMINE THE FLOOD ZONE AREAS. ANY FLOOD ZONE LINES DISTINGUISHING BETWEEN FLOOD AREAS ARE GRAPHICALLY PLOTTED FROM FEMA FLOOD INSURANCE RATE MAPS (FIRM). A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE OR VERIFY THE LOCATION OF THE FLOOD AREAS. THE SUBJECT PROPERTY'S COMMUNITY DOES PARTICIPATE IN THE PROGRAM. IT IS DETERMINED THAT THE SUBJECT PROPERTY RESIDES IN THE FOLLOWING FLOOD ZONE "X" AS DETERMINED BY OR SHOWN BY FIRM COMMUNITY PANEL NO. 2607700175D DATED 02/17/2010 AND IS NOT IN A FLOOD ZONE AREA. THE FLOOD INSURANCE RATE PROGRAM WAS CONTACTED ON 4/2/2019 BY TELEPHONE OR EMAIL (www.fema.gov)

**MISCELLANEOUS NOTES**

- N1** BEARINGS BASED ON GRID NORTH FOR MICHIGAN COORDINATE SYSTEM, SOUTH ZONE, NAD83.  
LATITUDE = N42°16'31.62", LONGITUDE = W85°39'28.07"  
CONVERGENCE ANGLE = N 0°52'43" E  
DISTANCES SHOWN ON PLAT ARE GRID.  
COMBINED SCALE FACTOR (GRID TO GROUND) = 1.00007322257244
- N2** THE TABLE BELOW DESCRIBES THE TYPE AND NUMBER OF PARKING STALLS ENTIRELY WITHIN PROPERTY BOUNDARY. STALLS THAT ARE PARTIALLY WITHIN BOUNDARY ARE LISTED UNDER THE HEADING "PARTIAL". PARTIAL STALLS ARE NOT COUNTED IN THE TOTAL
- | PARKING |          |         |         |       |
|---------|----------|---------|---------|-------|
| REGULAR | HANDICAP | TRAILER | PARTIAL | TOTAL |
| 8       | 1        | 0       | 0       | 9     |
- N3** THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- N4** THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- N5** THE NEAREST STREET INTERSECTION, THAT OF S 11TH ST AND W K-L AVE, LIES APPROXIMATELY 190' AWAY FROM THE NW CORNER OF THE SUBJECT PROPERTY.
- N6** THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO S 11TH ST, A PUBLICLY DEDICATED RIGHT-OF-WAY.
- N7** AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.
- N8** THE SUBJECT PROPERTY FORMS A MATHEMATICALLY ENCLOSED FIGURE AND IS CONTIGUOUS AND CONTAINS NO GAPS, CORES AND/OR OVERLAPS.
- N9** THERE IS EVIDENCE OF WETLAND AREAS, SHOWN ON THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE ONLY. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE ALTA SURVEY.
- N10** THE SUBJECT PROPERTY ABUTS SOUTH 11TH STREET WITH NO GAPS OR GORES.
- N11** AT THE TIME OF THE ALTA SURVEY, THERE WAS NO ABOVE-GROUND EVIDENCE OF WATER UTILITIES, AND THERE WAS ABOVE-GROUND EVIDENCE OF NATURAL GAS, TELEPHONE AND STORM WATER DRAINAGE UTILITIES.

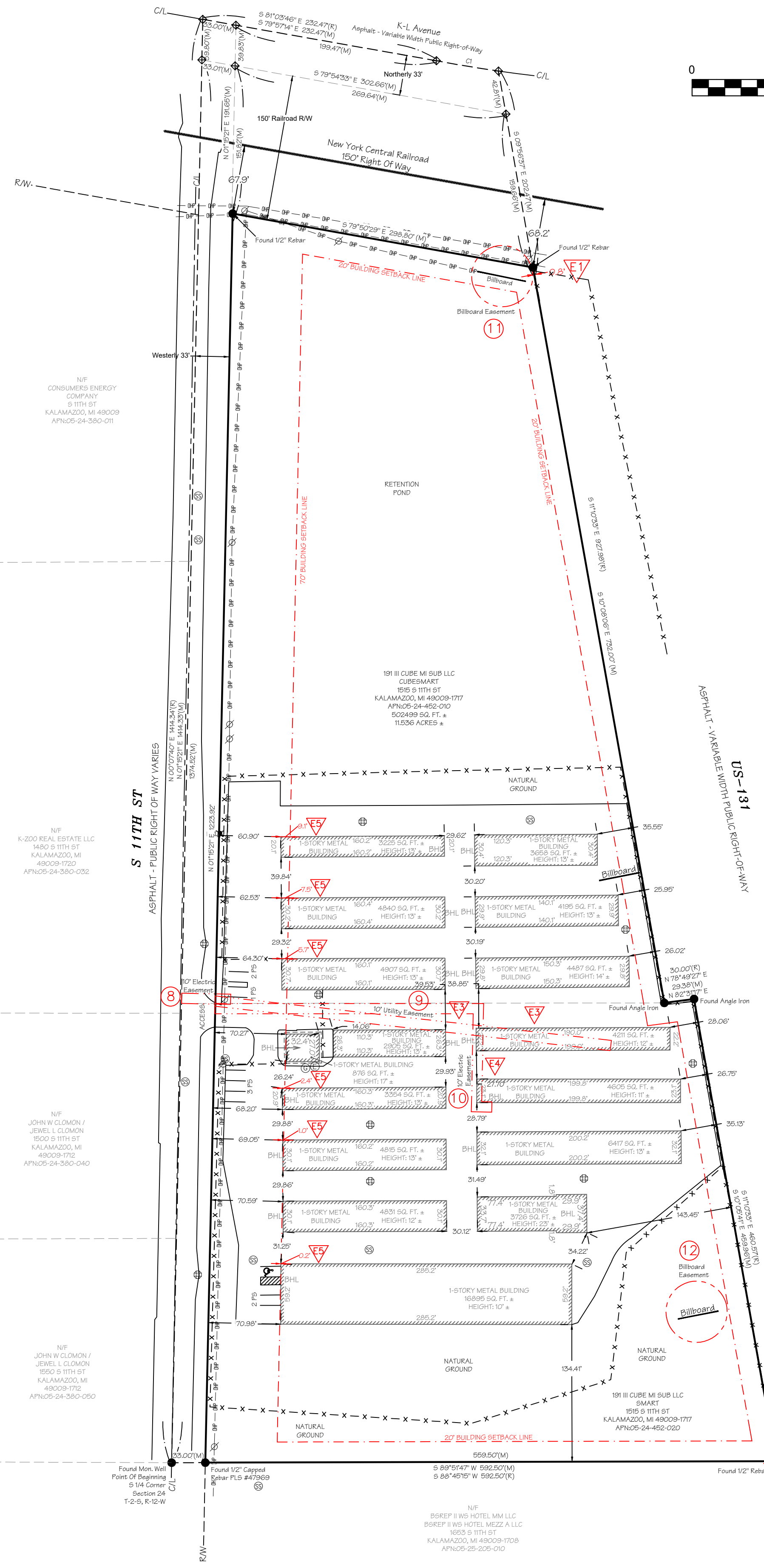
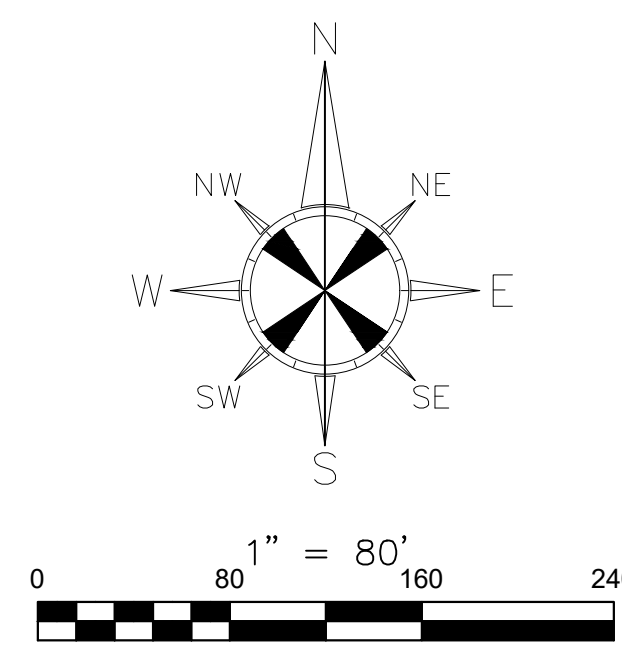
SURVEY PREPARED BY:  
BLEW & ASSOCIATES, P.A.  
3825 N. SHILOH DRIVE  
FAYETTEVILLE, AR 72703  
479-443-4506  
EMAIL: SURVEY@BLEWINC.COM  
SURVEYOR REF. NO.: 19-1152  
DRAWN BY: TG

**UTILITY NOTE**

THE SURVEY SHOWS THE LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE COLLECTED PURSUANT TO ALTA SECTION 5 E IV

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(M)	1427.23(M)	61.65(M)	61.65(M)	N 80°54'13" W
C1(K)	N/A	N/A	61.65(K)	S 81°40'48" E

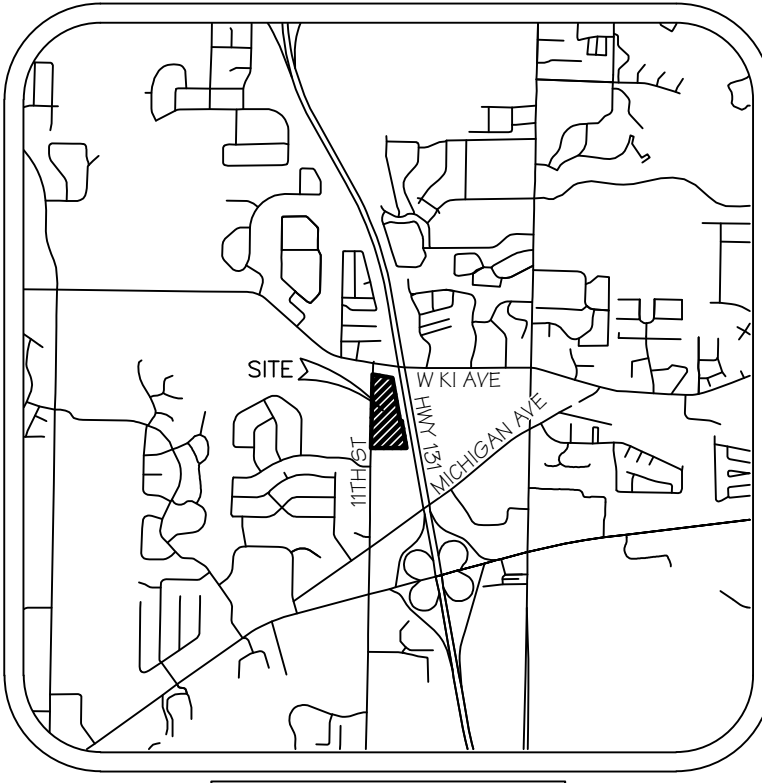


**SURVEY RELATED ITEMS CORRESPONDING TO SCHEDULE B TITLE COMMITMENT**

7. COMBINED WITH EXCEPTION 11. MORTGAGE RECORDED IN 2018-014306 IS INTENTIONALLY DELETED.
8. EASEMENT IN FAVOR OF CONSUMERS POWER COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 990, PAGE 867. (AFFECTS, PLOTTED AS SHOWN)
9. EASEMENT IN FAVOR OF CONSUMERS POWER COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 919, PAGE 404. (AFFECTS, PLOTTED AS SHOWN)
10. EASEMENT IN FAVOR OF CONSUMERS POWER COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 990, PAGE 944. (AFFECTS, PLOTTED AS SHOWN)
11. TERMS AND CONDITIONS CONTAINED IN GRANT OF SIGNAGE EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 1312, PAGE 646, ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2017-017999, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RECORDED IN INSTRUMENT NO. 2017-018000, ASSIGNMENT OF EASEMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2017-023807, AS AFFECTED BY SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RECORDED IN INSTRUMENT NO. 2017-023808; SECOND ASSIGNMENT OF EASEMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2018-009616, AS AFFECTED BY THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RECORDED IN 2018-009617. (AFFECTS, PLOTTED AS SHOWN)
12. TERMS AND CONDITIONS CONTAINED IN GRANT OF SIGNAGE EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 1312, PAGE 648 AND AS AFFECTED BY THE INSTRUMENT NO. 2000-011737, DEED FOR TRANSFER OF SIGNAGE EASEMENT RECORDED IN INSTRUMENT NO. 2016-034423. (AFFECTS, PLOTTED AS SHOWN)
13. TERMS AND CONDITIONS CONTAINED IN MEMORANDUM OF AGREEMENT REGARDING SEWER ASSESSMENT REFUND AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 1312, PAGE 380. (AFFECTS, BLANKET IN NATURE)
14. TERMS AND CONDITIONS CONTAINED IN CONDEMNATION AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 787, PAGE 189. (AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

**LEGEND**

- (M) FIELD MEASUREMENT
- (K) RECORDED MEASUREMENT
- BHL BUILDING HEIGHT LOCATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- CL CENTERLINE OF ROAD
- R/W RIGHT-OF-WAY
- FOUND MONUMENT
- SET 1/2" REBAR
- ⊕ COMPUTED POINT
- ⊙ SANITARY SEWER
- ⊙ GAS METER
- ⊙ WATER VALVE
- ⊙ ELECTRICAL METER
- ⊙ ELECTRICAL BOX
- ⊙ GRATED INLET
- ⊙ FIRE HYDRANT
- ⊙ LIGHT
- ⊙ HANDICAP PARKING
- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- EASEMENT
- OVERHEAD POWER LINE



**STATEMENT OF ENCROACHMENTS**

- E1 FENCE APPEARS TO CROSS BOUNDARY LINE BY AS MUCH AS 0.8'.
- E2 FENCE APPEARS TO CROSS BOUNDARY LINE BY AS MUCH AS 0.2'.
- E3 BUILDINGS POSSIBLY ENCROACH IN TO 10' UTILITY EASEMENT.
- E4 BUILDINGS POSSIBLY ENCROACH IN TO 10' UTILITY EASEMENT.
- E5 BUILDINGS APPEAR TO ENCROACH ON TO BUILDING SETBACK BY AS MUCH AS 9.1'.

**TITLE LEGAL DESCRIPTION**

THE LAND IS DESCRIBED AS FOLLOWS: OSHEMO TOWNSHIP, KALAMAZOO COUNTY

A PARCEL OF LAND IN THE WEST 1/2 OF THE EAST 1/2 OF SECTION 24, TOWN 2 SOUTH, RANGE 12 WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 POST OF SECTION 24, TOWN 2 SOUTH, RANGE 12 WEST, OSHEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE NORTH 0 DEGREES 07 MINUTES 40 SECONDS EAST ALONG THE QUARTER LINE OF SAID SECTION 24, A DISTANCE OF 1414.34 FEET TO THE CENTER-LINE OF K-L AVENUE; THENCE SOUTH 81 DEGREES 03 MINUTES 46 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 232.47 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID CENTER-LINE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 81 DEGREES 40 MINUTES 45 SECONDS EAST AND CHORD DISTANCE OF 61.65 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 131 LIMITED ACCESS HIGHWAY; THENCE SOUTH 11 DEGREES 10 MINUTES 33 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 927.98 FEET; THENCE NORTH 78 DEGREES 49 MINUTES 27 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET; THENCE SOUTH 11 DEGREES 10 MINUTES 33 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 460.57 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 45 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 592.50 FEET TO THE PLACE OF BEGINNING; RESERVING THEREFROM THE WESTERLY 33.00 FEET THEREOF AND THE NORTHERLY 33.00 FEET THEREOF FOR THE PURPOSES OF THE KALAMAZOO COUNTY ROAD COMMISSION AND THE RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD, BEING 150.00 FEET IN WIDTH.

THE ABOVE DESCRIBED PARCEL IS THE SAME LAND DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO.: 9966-4280113, DATED MAY 1, 2019 8:00 AM.

**ALTA/NSPS LAND TITLE SURVEY FOR CUBE SMART STORAGE**

PARTNER PROJECT NUMBER 19-240776 SITE NUMBER 71

ALTA SURVEY BASED AND RELIED ON FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT, NUMBER 9966-4280113, CONTAINING AN EFFECTIVE DATE AND TIME OF MAY 1, 2019 AT 8:00 AM.

**CERTIFICATION**

TO: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, ITS SUCCESSORS AND/OR ASSIGNS; SROA 1515 S. 11TH MI, LLC, A DELAWARE LIMITED LIABILITY COMPANY; 191 III CUBE MI SUB LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; LAND SERVICES USA, INC;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 11(OBSERVED EVIDENCE), 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF.

DATE OF PLAT OR MAP: 4-17-2019  
PROPERTY ADDRESS: 1515 SOUTH 11TH ST, KALAMAZOO, MI 49009

SURVEYOR: RONALD R. HARRIS  
REGISTRATION NUMBER: 41917  
STATE OF REGISTRATION: MICHIGAN  
FIELD DATE OF SURVEY: 4/2/2019  
LATEST REVISION DATE: 5/24/2019

**PARTNER**  
Engineering and Science, Inc.

CAXTON BUILDING  
812 HURON RD. SUITE 235  
CLEVELAND, OHIO 44115  
T 440-987-1001  
jdavenport@partneresi.com  
http://www.partneresi.com/  
PAGE 1 OF 1





7275 W. MAIN STREET, KALAMAZOO, MI  
49009-9334  
269-216-5220 Fax 375-7180 TDD  
375-7198  
[www.oshtemo.org](http://www.oshtemo.org)

October 23, 2020


SROA 1515 S 11<sup>th</sup> MI LLC  
324 Datura St #338  
West Palm Beach, FL 33401

RE: Parcel #'s: 3905-24-452-010 & 3905-24-452-020

Dear Taxpayer,

Please find enclosed the Land Combination Approval for the property located in Oshtemo Township. **You will need to record documents with the Kalamazoo Register of Deeds by 12/31/2020 for this Land Division to become effective for 2021.** If the deed is recorded by 12/31/2020 it will be adjusted for the 2021 tax year and will receive a new parcel number. If you have any question, please feel free to call me at (269) 216-5225.

Sincerely,

  
Kristine Biddle, MAAO  
Oshtemo Township Assessor

c: Iris Lubbert, Planning Director

## APPROVAL FOR LAND COMBINATION

Your application has met all requirements for the Land Combination and is approved by Oshtemo Township.

Application Number: 21-14

Approval Date October 23, 2020

Parent Parcel Identification Number: 3905-24-452-010 & 3905-24-452-020

Number of New Parcels: 1

Approved by: \_\_\_\_\_

  
Kristine Biddle, Assessor

October 23, 2020

Date

Approval from the Health Department for on-site water and septic systems is no longer required (by statute) for parcels larger than one acre. This will be required prior to a building permit being issued.



# ZONING ORDINANCE

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## ARTICLE 27

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### 27 – I-1: INDUSTRIAL DISTRICT, MANUFACTURING/SERVICING

---

**Contents:**

- 27.10 STATEMENT OF PURPOSE
- 27.20 PERMITTED USES
- 27.30 PERMITTED USES WITH CONDITIONS
- 27.40 SPECIAL USES
- 27.50 DEVELOPMENT STANDARDS

#### 27.10 STATEMENT OF PURPOSE

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This district is composed of certain lands located along State highways, County primary roads, and railroad rights-of-way. The district is designed to provide land for industries of a manufacturing and servicing nature in which all work is carried on within a fully enclosed building and which produces little external effect of an objectionable nature to the surrounding properties.

#### 27.20 PERMITTED USES

---

- A. Any permitted use in the "I-R" Industrial District.
- B. Contractor's services related to the building trades such as electrical, mechanical, plumbing, general building, excavating, and landscaping.
- C. Auto body and paint shops.
- D. Ice and cold storage plant.
- E. Warehouses; fully enclosed.
- F. Automobile repair, service and/or automobile glass repair facilities.
- G. Crematories.
- H. Wholesale and retail lumber yards.
  - I. Laundromats and dry-cleaning establishments providing cleaning services to other laundromat and dry-cleaning establishments.
  - J. Publicly owned and operated buildings and uses including community buildings and public parks, playgrounds and other recreational areas.
- K. Essential services.
- L. Accessory buildings and uses customarily incidental to the foregoing.
- M. Communication towers.

#### 27.30 PERMITTED USES WITH CONDITIONS

---

- A. Manufacturing, compounding, assembling or treatment of merchandise.

- B. Temporary outdoor events (not lasting more than one day).
- C. Communication towers.

## **27.40 SPECIAL USES**

---

- A. Farm machinery and other equipment sales lots, subject to the conditions and limitations set forth in Section 49.150.
- B. Office buildings for executive and professional occupations traditionally related to building trades, including, but not limited to, architects, engineers and surveyors subject to the regulations contained in Section 49.120.C–N, where applicable as determined by the Planning Commission in the Special Use review/approval process.
- C. Skating rinks, bowling alleys, indoor recreational facilities and health clubs.
- D. Storage buildings and mini warehouses.
- E. Freestanding office buildings on legal nonconforming substandard parcels subject to the regulations contained in Section 49.120, where applicable, as determined by the Planning Commission in the Special Use and Site Plan review process. For purposes of this section, the term substandard shall apply to a parcel that does not meet the minimum area requirements of Section 50.10.
- F. Kennels for the breeding, raising and/or boarding of dogs or cats.
- G. Veterinary small animal hospitals and dog pounds, including crematories attached thereto.
- H. Temporary outdoor events (lasting more than one day).
  - I. Adult regulated uses.
  - J. Earth removal, quarrying, gravel processing, mining, related mineral extraction businesses, and landfill gas recovery processing facilities.
- K. Private streets.
- L. Wind energy conversion systems.

## **27.50 DEVELOPMENT STANDARDS**

---

Outdoor storage in connection with the above permitted uses shall be allowed in the side and rear yard areas except within the area required for setback from side and rear lot lines. Such storage may not exceed 100 percent of the square foot area of the principal building upon the premises. No outdoor storage of damaged or inoperable vehicles or equipment is allowed.

Ms. Lubbert asked that proposed meeting dates for 2021 be added to “Other Updates and Business” for potential adoption. Chairperson VanderWeele amended the agenda with the requested addition.

**Approval of the Minutes of the Meeting of September 24, 2020**

The Chair asked if there were additions, deletions or corrections to the Minutes of the Meeting of September 24, 2020. Hearing none, he asked for a motion.

Ms. Smith **made a motion** to approve the Minutes of the Meeting of September 24, 2020 as presented. Ms. Maxwell **seconded the motion**. The **motion was approved** unanimously by roll call vote.

Chairperson VanderWeele moved to the next agenda item and asked Ms. Lubbert for her presentation.

**PUBLIC HEARING: REZONING REQUEST  
STORAGE RENTALS OF AMERICA REQUESTED TO REZONE 1515 S. 11<sup>TH</sup>  
STREET AND PARCEL NUMBER 05-24-452-010 FROM THE C: LOCAL BUSINESS  
DISTRICT TO THE I-1: INDUSTRIAL DISTRICT OF THE OSHTEMO CHARTER  
TOWNSHIP ZONING ORDINANCE.**

Ms. Lubbert explained Storage Rentals of America was requesting to rezone 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 from C: Local Business District to I-1: Industrial District. Between the two parcels, the site has a combined area of approximately 12.53 acres. Storage Rentals of America currently utilizes both sites for their self-storage facility. As part of this review, a land combination application will be required, was submitted and approved, but still needs to be recorded.

The self-storage facility was first constructed in 1975. In July of 2000, the zoning ordinance was amended so that mini warehouses and storage buildings are no longer a special use under C: Local Business District and are now only permitted with Planning Commission approval as a Special Use in the I-1: Industrial District. As such, the self-storage facility at this location is a legal- nonconforming use. The requested rezoning of 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 would make the existing self-storage facility a legal conforming use. The applicant indicated an interest in expanding the self-storage facility in the future by adding possibly one or two more storage buildings. Since the request is for a rezoning, such material shall be considered at the time the applicant submits a site plan for modifying the special exception use.

She noted the currently zoned C: Local Business District, Storage Rentals of America is located on the east side of S 11<sup>th</sup> Street, between KL Avenue and W Michigan Avenue. The self-storage facility abuts US 131 to its east and the railway to its north. Adjacent to the west are zoning districts for R-1: Residence District and I-1: Industrial District. Adjacent to the south is zoned C: Local Business District. Designated



wetlands are situated within the northern section of the property. There are 15 one-story self-storage buildings on site along with one single story office building.

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

1. Master Plan Designation

The Township's Future Land Use Plan categorizes this area—east of S 11<sup>th</sup> Street, west of US 131, south of W KL Avenue, and north of W Michigan Avenue as *General Industrial*, a category intended for manufacturing and other industrial development to create job opportunities and increase wages. The designation includes both light and general industrial uses, warehouse and distribution facilities, heavy commercial, and *storage facilities*. Mini warehouses and storage buildings are permissible with Special Use approval from the Planning Commission under the I-1: Industrial District. From a zoning perspective, the present land use would be consistent with the site's current activity Future Land Use Map, and the Township's Zoning Ordinance. Should approval for the rezoning be granted, it would follow the Township's vision in terms of land use for this area.

2. Consistency of the Zoning Classification in the General Area

Rezoning 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 to I-1: Industrial District would be consistent with current zoning in nearby parcels. The site is currently adjacent to two other industrial uses. These uses include West Side Beer Distributing and a Consumer's Energy Company substation.

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

A pattern already exists west of S 11<sup>th</sup> Street on the south side of W KL Avenue, where numerous industrial facilities have been established, increasing in consistency and intensity westbound while approaching S 9<sup>th</sup> Street. With there being properties to the south zoned as C: Local Business District, the existing commercial uses will act as a buffer to the properties south and west of the site. Due to there being industrial users already established in the area, and this use being in accordance with the Future Land Use map, the rezoning will allow the property to match the established character of the area.

4. Utilities and Infrastructure

Public water and sewer are available at 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010. Any future development on the subject site that requires such public infrastructure needs will be mandated to pay the appropriate water and sewer fees and physically connect to these systems prior to a certificate of occupancy. Regarding the transportation network, the intersection to the north at W KL Avenue and South 11<sup>th</sup> Street is well controlled by a traffic signal. The intersection to the south where S 11<sup>th</sup> Street crosses W Michigan Avenue is also

controlled by a traffic signal. This section of 11<sup>th</sup> street already supports several commercial and industrial uses; staff is of the opinion that if this rezoning is approved, and any other potential industrial use follows, it will not negatively affect the area. Furthermore, the Township's Non-Motorized Transportation Plan does identify a six foot wide Shared Use Path adjacent to the subject site. It should be noted that such facility shall be installed in accordance with Township Sidewalk/Shared Use Path Construction Standards if any expansion is proposed in the future. Three foot wide bike lanes have already been established in both northbound and southbound directions in this portion of S 11<sup>th</sup> Street.

5. Reasonable Use under Current Zoning Classification

Both 1515 S 11<sup>th</sup> Street and Parcel Number 05-24-452-010 were once regulated as a special exception use under the C: Local Business District zoning classification. However, mini warehouses and storage facilities such as this do not bring any retail value or other common business characteristics or activity you would typically find in a commercial establishment. The Township identified that mini warehouses and storage facilities were no longer suitable in the C: Local Business District zoning classification as self-storage facilities have been categorized as an industrial use for the past 20+ years. Through the rezoning, the applicant is making efforts to eliminate the legal non-conforming use and make the site comply with the Township's Zoning Ordinance and Future Land Use Plan. The rezoning achieves the Township's goals and also fits the applicant's vision for the site.

6. Effects on Surrounding Property

Rezoning these two properties to the I-1: Industrial District will not have a negative effect on surrounding properties. The applicant has indicated the site's use will not be modified in a significant way in the foreseeable future and rezoning the property will allow for further compatibility in terms of development for surrounding properties. The gradual shift from commercial to industrial from the northern portion of S 11<sup>th</sup> Street to the south side of W.KL Avenue (directly west of S 11<sup>th</sup> Street) is becoming prevalent. With an existing pattern of industrial character and uses in the area, the rezoning would complement adjacent zoning districts.

Ms. Lubbert concluded her presentation with the recommendation that the Planning Commission forward a recommendation of approval to the Township Board for the rezoning of the subject properties from the C: Local Business District to the I-1: Industrial District with the following stipulation:

1. The Approval for Land Combination and related documents shall be recorded with the Kalamazoo Register of Deeds by 12/31/2020. A copy of the recorded documents will be provided to the Planning Department.

Chairperson VanderWeele thanked Ms. Lubbert for her presentation and asked whether Commissioners had any questions for her. Hearing none, he asked whether the applicant wished to speak.

Mr. Kevin Oliver thanked the Commission for considering his request and said he would be happy to answer any questions.

Ms. Maxwell asked if the wetland shown is actually designated as a wetland and wondered whether it could be filled in.

Mr. Oliver said he is not aware of such a designation but the survey is close to complete at which point that will be known.

Ms. Lubbert noted any changes of that nature would first be required to go through site plan review.

Attorney Porter confirmed that any site changes will be carefully looked at during site plan review, but add that this type of details should not be considered with the rezoning request.

Hearing no further comments or questions, Chairperson VanderWeele moved to a Public Hearing. As there were no comments from the public, he moved to Board Deliberations.

Ms. Maxwell wondered why the zoning designation should not just be left as is?

Attorney Porter said there is a downside from a legal standpoint. For instance, if buildings on this site burned down, replacement would be impeded by the zoning ordinance. It makes sense to bring the zoning into compliance with the ordinance.

Ms. Lubbert added that the use under the current zoning designation is 'grandfathered' in so no changes to the existing site layout would be permitted. With the rezoning the use would become compliant and the applicant would be allowed to make modifications to the site.

Hearing no further comments, Chairperson VanderWeele asked for a motion.

Ms. Versalle **made a motion** to forward a recommendation of approval to the Township Board for the rezoning of the subject properties from the C: Local Business District to the I-1: Industrial District based on the staff report and with the following stipulation:

1. The Approval for Land Combination and related documents shall be recorded with the Kalamazoo Register of Deeds by 12/31/2020. A copy of the recorded documents will be provided to the Planning Department.

Ms. Maxwell **seconded the motion. The motion was approved unanimously by roll call vote.**

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

Adopted: \_\_\_\_\_, 2020

Effective: \_\_\_\_\_, 2020

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance by the rezoning of the following property, from C-Local Business District to I-1 Industrial District of the Oshtemo Charter Township Zoning Ordinance. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN  
ORDAINS:

SECTION I.

AMENDMENT OF LAND SECTION 24. The Oshtemo Charter Township Zoning Ordinance is hereby amended to rezone the subject property in order to conform the current non-conforming self-storage use of the site, consisting of 15 one-story self-storage buildings and 1 one-story office building. The subject property is located at 1515 South 11<sup>th</sup> Street, Parcel Nos. 3905-24-452-010 and 3905-24-452-020, and is more particularly described as follows:

SEC 24-2-12 BEG IN N&S1/4 LI 450 FT NLY OF S1/4  
POST TH S 0DEG07MIN40SC W 450 FT TO S1/4 POST  
TH N 88DEG45MIN15SC E 592.5 FT TH N  
11DEG10MIN33SC W 460.57 FT TH S 78DEG  
49MIN27SC W 30 FT TH W TO BEG \*

AND

SEC 24-2-12 SW1/4 SE1/4 WLY OF US HWY 131 &  
SLY OF NYC RR ROW EXC BEG IN N&S1/4 LI 450 FT  
NLY OF S1/4 POST TH S 0DEG07MIN40SC W 450 FT  
TO S1/4 POST TH N 88DEG45MIN15SC E 592.5 FT TH  
N 11DEG10MIN33SC W 460.57 FT TH S 78DEG49MIN  
27SC W 30 FT TH W TO BEG \*

SECTION II.

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

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP

**OSHTEMO CHARTER TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION APPROVING WATER SERVICES AGREEMENT**

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

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

WHEREAS, the City of Kalamazoo operates a Public Water Supply System and is authorized to contract for the purchase/sale of treated potable water pursuant to MCL 123.141; and

WHEREAS, the Charter Township of Oshtemo and the City of Kalamazoo previously entered into a Water Service Agreement; and

WHEREAS the Kalamazoo Regional Water & Wastewater Commission has negotiated a long-term Water Services Agreement with the City of Kalamazoo for the continued provision of water to the service area which includes the Charter Township of Oshtemo and for other necessary provisions thereto; and

WHEREAS the Oshtemo Charter Township Board has had an opportunity to review the Water Services Agreement and Appendices with its consultants and attorneys; and wishes to approve the same as provided to the Township at its meeting of November 24, 2020, subject to minor modifications of Appendices B through F thereof upon recommendation of the Regional Water & Wastewater Commission consultants and attorney.

NOW THEREFORE IT IS HEREBY RESOLVED, that the Charter Township of Oshtemo hereby approves the City of Kalamazoo-Water Services Agreement dated \_\_\_\_\_, 2020; agrees to be bound by the terms and obligations therein, including Appendices B through F which may be modified and subsequently ratified not more than 60 days from this date upon recommendation of the Kalamazoo Regional Water & Wastewater Commission; and authorizes the Township Supervisor and Clerk to sign said agreement on behalf of the Charter Township of Oshtemo.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to adopt the foregoing Resolution.

Upon roll call vote the following voted "aye":

The following voted "nay":

The Chairman declared the motion carried and the Resolution duly adopted.

**CERTIFICATE**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held via permitted ZOOM video conference during COVID-19 public health crises as authorized by PA 228 of 2020 on November 24, 2020 which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

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Dusty Farmer, Clerk  
Oshtemo Charter Township

Attest:

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Libby Heiny-Cogswell, Supervisor

## WATER SERVICE AGREEMENT

This Water Service Agreement, (“Agreement”), executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is made by and between the City of Kalamazoo, a Michigan Municipal Corporation (“City”) and the Charter Township of Comstock, Charter Township of Cooper, Charter Township of Kalamazoo, Charter Township of Oshtemo, Township of Pavilion, Township of Richland, Village of Richland, and Charter Township of Texas, each a Michigan Municipal Township or Charter Township, collectively (“Townships”) and individually (“Township”).

### RECITALS

- A. The City operates a Public Water Supply System.
- B. The City is authorized to sell treated/potable water outside of its territorial limits and the Townships are authorized to contract for the purchase/sale of treated potable water pursuant to MCL 123.141.
- C. The City previously entered into long-term Water Service Agreements with each Township.
- D. The City and the Townships desire to enter into this Water Service Agreement which shall replace and supersede the previous Water Service Agreements entered into by the City and each Township.
- E. The City and the Townships recognize that the supply of treated/potable water is vital to public health, safety and welfare.
- F. The City and the Townships desire to establish a representative Utility Policy Committee (UPC) with direct input regarding water financial and rate making activities, and the operations, maintenance, repair, and replacement of the Public Water Supply System.
- G. The City and the Townships desire to establish Equivalent Water Rates by Customer Classification, without regard to location (in the City or in the Townships).

Accordingly, the Parties agree as follows:

### Article 1 – Definitions

- 1. **City:** The City of Kalamazoo.
- 2. **City Commission:** The legislative body established by Kalamazoo City Charter to exercise all authorized powers related to governance of the City.



3. **City Customers:** Each Customer located within the geographic boundary of the City, City of Portage, and City of Parchment.
4. **City Distribution Facilities:** Water Distribution Mains, infrastructure and appurtenances designed and used primarily for the purpose of distributing treated/potable water to the City Customers.
5. **Customer Class:** Each category of customer defined as Residential, Commercial, Industrial, and Other receiving water or water services from the Public Water Supply System as part of this Agreement.
6. **Customer:** A person or entity receiving water or water services from the Public Water Supply System as part of this Agreement.
7. **Direct Contribution:** A contribution of Production, Distribution and/or Transmission Facilities, goods, materials and/or services, or combination thereof, required of Developer(s) or Customer(s) connecting to the Public Water Supply System, designed to reduce the system-wide costs of expanding Production, Distribution and/or Transmission Facilities beyond the Existing Service Area.
8. **Existing Service Area:** The geographic area receiving and scheduled to receive as of December 31, 2019 treated/potable water from the Utility Plant In-Service, as defined in **Appendix A**.
9. **Historical Investment:** The purchase price of the Capital Asset.
10. **Net Book Value:** An asset's Purchase Price less Accumulated Depreciation.
11. **New Customers:** Any Customer added after the execution of this Agreement except City Customers and Township Customers and Customers located within the geographic boundaries of the City and/or the Townships.
12. **Production Facilities:** Water Wells, Pumps, and Treatment Facilities used primarily for the purpose of obtaining and producing treated/potable water for the Customers.
13. **Public Water Supply System:** The assets, liabilities, revenues and expenses necessary to provide treated/potable water to the City Customers and Township Customers.
14. **Public Water Supply System Capital Assets:** Property and property rights of the Public Water Supply System as identified in the Schedule of Public Water System Current Capital Assets, (**Appendix B**).
15. **Rate Year:** An annual period for which rates are being set.

16. **Related Water Services:** Services related to the production, transmission and distribution of water provided to or for the Customers of the Public Water Supply System (**Appendix C**).
17. **Retail Service Assets in the City:** The Utility Plant In-Service Used and Useful only to City Customers as further described in the Schedule of Public Water System Current Capital Assets. (**Appendix B**).
18. **Retail Service Assets in the Townships:** The Utility Plant In-Service Used and Useful only to the Township Customers as further described in the Schedule of Public Water Supply System Current Capital Assets. (**Appendix B**).
19. **System Connection Fee:** A fee assessed to Developer(s) or Customer(s) connecting to the Public Water Supply System designed to defray the system wide costs of expanding Production, Distribution and/or Transmission Facilities beyond the Existing Service Area.
20. **Township Customers:** Each customer located within the geographic boundary of the Township(s).
21. **Townships:** Charter Township of Comstock, Charter Township of Cooper, Charter Township of Kalamazoo, Charter Township of Oshtemo, Township of Pavilion, Township of Richland, Village of Richland, and Charter Township of Texas.
22. **Township Distribution Facilities:** Water Distribution Mains, infrastructure and appurtenances designed and used primarily for the purpose of distributing treated/potable water to the Township Customers.
23. **Transmission Facilities:** Water Transmission Mains, Booster Pumps, infrastructure and appurtenances, designed and used primarily for the purpose of transporting treated/potable water to Customers of the Public Water Supply System, including “City Transmission Facilities” constructed at the expense of the City and “Township Transmission Facilities”, constructed at the expense of the Townships and identified in **Appendix B**.
24. **Utility Plant In-Service:** The land, facilities and equipment currently used to generate, transmit, and/or distribute water and/or water service(s) to the Customers of the Public Water System as identified in the Schedule of Public Water Supply System Current Capital Assets, (**Appendix B**).
25. **Used and Useful:** A test to determine those Assets of the Utility Plant In-Service applicable to the Rate Base. The Utility Plant In-Service which is “in use” (not under construction or standing idle) and “useful” (actively engaged in providing service to Customers).
26. **Wholesale Service Assets:** The Utility Plant In-Service, Used and Useful to both City Customers and Township Customers as further described in the Schedule of Public Water Supply System Current Capital Assets. (**Appendix B**).

## **Article 2 – Public Water Supply**

### **2.1 - Exclusive Right to Provide Public Water**

The Townships grant the City the exclusive right to provide treated/potable water to the Township Customers. Except in the case of breach or violation, inability to perform or termination of this Agreement, no Township shall contract nor grant authority to any other person or entity to supply treated/potable water within the geographic boundaries of the Townships. This exclusivity provision shall not apply to those sections of Pavilion Township provided water by the City of Portage or those sections of Comstock Township provided water by City of Galesburg. Further, upon request from Richland Township, the UPC will decide whether those sections of Richland Township not provided treated/potable water by the City, may be provided treated /potable water by the Gull Lake Sewer and Water Authority. The UPC will make this decision based upon practical considerations which may include, but are not limited to, the cost of infrastructure, cost of providing water services and the overall impact on Water Rates. Further, nothing herein precludes the wholesale/bulk sale of water from the City to the Gull Lake Sewer and Water Authority.

### **2.2 – Duty to Provide Public Water**

The City shall deliver treated/potable water consistent with applicable federal and Michigan standards/regulations to all Customers at substantially similar pressure and quality. The City shall not be liable in damages for any temporary interruption or disruption of service, water quality or pressure. The City and Townships agree that the provision of Water Services under this Agreement is a governmental function and nothing in this Agreement shall be construed as a waiver of any defense at law or equity, common law or statute, including, but not limited to the defense of governmental immunity.

## **Article 3 – Utility Policy Committee**

### **3.1 – Creation of the Utility Policy Committee**

The Parties to this Agreement establish a Utility Policy Committee (UPC) which consists of seven members who shall exercise the authority granted herein. All members and alternate members of the UPC have a duty to act in the best interest of the Public Water Supply System.

### **3.2 – Appointment**

The City shall appoint three members and two alternate members to the Utility Policy Committee. The Townships shall appoint four members and three alternate members to the Utility Policy Committee. The members appointed by the City serve at the pleasure of the City Commission and may only be removed by the City. The members appointed by the Townships serve at the pleasure of the Townships and may only be removed by the Townships. Alternate members may deliberate

and vote only in the absence of a member. The City and the Townships shall each appoint at least one individual with background in engineering, utilities management, public works, finance, accounting, rate making, planning, law or a related field. The City and the Townships shall notify each other of their respective appointments and each subsequent appointment/replacement. The Utility Policy Committee shall meet, organize, and operate in accordance with rules, procedures and bylaws established by vote of the Utility Policy Committee which shall not conflict with the provisions of this Agreement.

### **3.3 – Voting Rights**

Each appointed member, or in their absence a duly appointed alternate, of the Utility Policy Committee shall be assigned one (1) vote. Committee action, approval, and/or recommendations shall require the presence of a quorum consisting of four or more of the appointed Utility Policy Committee members or their alternate and a majority vote (at least 51%) of the Utility Policy Committee members present.

### **3.4 - Meetings**

The Utility Policy Committee shall meet no less than four times per year (once in each quarter). The Committee Chair (who shall be elected by majority vote of the Committee members) may call a special or additional meeting of the Utility Policy Committee. All meetings of the Utility Policy Committee shall be open to the public and conducted in a place available to the general public in the City of Kalamazoo or any Township, which is a party to this Agreement. The regularly scheduled meetings of the Utility Policy Committee shall be posted by the Utility Policy Committee for each calendar year stating the dates, times, and places of each regular meeting for the calendar year. Rescheduled regular meetings and/or special meetings shall be noticed and posted at least eighteen hours before the meeting in a prominent and conspicuous place at the principal office of the City and each Township which is party to this Agreement and by electronic posting on City and Township websites in compliance with the Michigan Open Meetings Act, MCL 15.261 *et seq.*

### **3.5 – Utility Policy Committee Costs**

All costs incurred by the Utility Policy Committee shall be paid by and deemed an operating expense of the Public Water Supply System and allocated to each Customer Class as described in Article 8. Except as otherwise provided in this Agreement, services for the performance of Utility Policy Committee functions, including contracts with consultants retained by the Utility Policy Committee shall be executed and entered by the City and treated as an operating expense of the Public Water Supply System.

### **3.6 – Utility Policy Committee Function**

#### **A. Utility Policy Committee – Regular Meetings with City Officials**

The Rate Consultant (unless the City and Utility Policy Committee agree that a Rate Consultant will not be used in a particular Rate Year or the Utility Policy Committee determines that the Rate

Consultant shall not appear at any particular meeting), City Manager (or his/her designee), City Management Services Director, City Public Services Director, and other pertinent City Department Heads and/or other City consultants shall meet, not less than four times per year with the Utility Policy Committee to review, discuss, and confer regarding matters affecting the Public Water Supply System, the Capital Improvement Plan, Operations, Maintenance, Repair and Replacement of Infrastructure, Water Services, Financial Policy, Water Rates, the Components set forth at Section 8.4 and Appendix E, and the following Factors:

1. The Utility Financial Policy
2. The Capital Improvement Plan
3. All Levels of Reserves – Capital Reserves, Capital Replacement Reserves, Operating Reserves and Emergency Reserves
4. Reserve Fund Deposits and Withdrawals
5. The Transfer of Revenues to Specific Sub-Funds to cash finance Capital Improvements
6. The Levels of Debt and Debt Financing of Capital Improvements
7. Cost of Operation, Maintenance, Repair and Replacement Costs, Administrative and Indirect Costs, OPEB and Pension Costs, Depreciation and PILOT
8. The Cost of Service Study and frequency of the Cost of Service Study
9. Water Rate Adjustments and the frequency of Water Rate adjustments

The Rate Consultant (unless the City and UPC agree that a Rate Consultant will not be used in a particular Rate Year), City Manager (or his/her designee), and City Department Heads upon request of the Utility Policy Committee shall provide the Utility Policy Committee with all books, records, plans, documents and supporting data regarding Water Rates and the Components set forth at Section 8.4 and Appendix E, and the Factors set forth in this Section, consistent with Article 10.

#### **B. Utility Policy Committee – Retaining Consultants**

Each Rate Year the Utility Policy Committee may, in its discretion, select one or more consultants to review and analyze the Water Rate Making process, the Components set forth at Section 8.4 and Appendix E, and the Factors set forth in Section 3.6A, and provide advice and recommendations to the Utility Policy Committee. The consultant(s) shall report his/her findings and recommendations to the Utility Policy Committee and the City and provide the Utility Policy Committee and the City access to all supporting records and data.

The City will contract with the consultant(s) selected by the Utility Policy Committee to perform the tasks/services directed by the Utility Policy Committee. The consultant(s) fees and costs, which do not exceed \$75,000.00 per Rate Year, adjusted annually by the rate of inflation identified in the June Municipal Cost Index as published by *American City & County*, shall be an Operating Expense of the Public Water Supply System and allocated to each Customer Class as described in Article 8. Any portion of the consultant(s) fees and costs which exceed \$75,000.00 per annum, adjusted annually for inflation, shall be the sole responsibility of the Townships.

The Utility Policy Committee shall select its consultants from a list of pre-qualified contractors maintained by the City's Purchasing Department. Consultants who meet the City's written purchasing standards and guidelines shall be added to the list of pre-qualified contractors.

The consultant(s) shall provide the Utility Policy Committee and the City with a scope of services, applicable fees and costs, prior to contracting with the City.

The consultant(s) shall conduct his/her work in a timely manner to conform with the City's Annual Budget Approval Process and the Rate Making Process for the Rate Year. In no event shall the consultants' work delay the City's Annual Budget or Rate Making Process.

**C. Utility Policy Committee – Process Regarding Water Rate Approval**

Unless the City and the Utility Policy Committee agree on the proposed Water Rate Schedules for the Rate Year, the Rate Consultant and the Utility Policy Committee, shall meet with the City Manager (or his/her designee), City Management Services Director, City Public Services Director, and other pertinent City department heads at one or more UPC meetings to review and discuss proposed Water Rates and the Factors and Components set forth at Sections 3.6A, 8.4 and Appendix E. Prior to the City Commission taking action to establish the Water Rate Schedules for the Rate Year, the Rate Consultant (unless the City and the UPC agree that a Rate Consultant shall not be used in a particular Rate Year) and the Utility Policy Committee shall appear before the City Commission to present recommendations to the City Commission regarding the Water Rate Schedules and the Factors and Components set forth at Sections 3.6A, 8.4 and Appendix E. The City Manager (or his/her designee) shall forward the Rate Consultant's and Utility Policy Committee's recommendations to the City Commission and any recommendation from the City Administration, with supporting rationale.

Unless the City and the Utility Policy Committee have agreed to Water Rate Schedules in advance of the Rate Year, the Kalamazoo City Commission shall adopt and implement the Rate Consultant's recommended Water Rate Schedules or reject the proposed Water Rate Schedules and direct the Rate Consultant to prepare revised Water Rate Schedules for City Commission consideration after consultation with and input from the Utility Policy Committee.

If the Utility Policy Committee disagrees with the Kalamazoo City Commission's decision regarding the Water Rate Schedules, the Utility Policy Committee may invoke the dispute resolution process set forth Article 20.

**D. Utility Policy Committee – Authority**

The Utility Policy Committee shall have authority to perform each of the following functions by a majority vote of its Members:

1. Select the Rate Consultant for contract with the City and extend the Rate Consultant's contract in two (2) year increments consistent with Section 7.2.

2. Review and analyze the Rate Consultant's work product, and all data used to formulate the recommended Water Rates.
3. Review and analyze the data, documents, records, plans and materials, regarding the Factors set forth in Section 3.6A and Components set forth in Section 8.4 and Appendix E.
4. Review and analyze the annual reports provided by the City regarding Operation, Maintenance and Repair Costs, Administrative and Indirect Costs, OPEB and Pension Costs, Depreciation Costs, PILOT and the Utility Basis and Cash Basis Revenue Requirements.
5. Meet and consult with the Rate Consultant regarding every aspect of the formulation of recommended Water Rates.
6. Select one or more consultants consistent with Section 3.6B.
7. Conduct a periodic review of Water Services and the Cost of Services and approve the selection of an outside independent consultant, consistent with Section 3.6F.
8. Conduct a periodic review of Billing and Collection Services and the Cost of Billing Services, consistent with Section 3.6F.
9. Establish and determine whether an assessment or surcharge on Water Rates, a System Connection Fee or Direct Contribution is appropriate, consistent with Sections 5.1 and 6.1.
10. Provide approval and consent to proposed revisions to the List of Related Water Services, consistent with Section 4.3.
11. Establish the frequency of the Cost of Service Study and the frequency of Water Rate Adjustments consistent with Section 8.3.
12. Recommend for City Commission and UPC's approval, revisions to or simplifications to the formulation of Water Rates to conform to the intent of this Agreement.
13. Perform all other functions and acts specifically described in this Agreement and necessary thereto.

**E. Utility Policy Committee – Input**

Prior to taking action affecting any of the following, the City shall consult with and obtain input from the Utility Policy Committee, and the position of the Utility Policy Committee regarding the proposed action shall be communicated to the City Commission:

1. The long-term policies, plans, and goals for the Public Water System.
2. The early retirement of debt for the Public Water Supply System.
3. All Billing and Collection methods employed for the Public Water Supply System.
4. All requests to expand the Public Water Supply System, Production, Transmission and/or Distribution Facilities beyond the geographic boundaries of the City and the Townships.
5. The Michigan Department of Environment, Great Lakes, and Energy required Asset Management Plan, the City's Reliability Study and Capital Improvement Plan.
6. The amendment of the existing Wellhead Protection Program and Ordinance.

**F. Utility Policy Committee – Periodic Review of Services and Costs of Services**

The Utility Policy Committee may review the services and costs of services provided by the City, including, but not limited to those, described in (1) through (5) below.

1. Operation, Maintenance, Repair and Replacement of the City's and Townships' Distribution Facilities as described in Article 4, § 4.2;
2. Related Water Services as described in Article 4, § 4.3;
3. Water Meter Installation and Replacement as described in Article 4, § 4.4.
4. Water Main and Hydrant Repair and Replacement as described in Article 4, § 4.5.
5. Water Billing and Collection Services as described in Article 9, § 9.1.

Not more frequently than every fourth Rate Year the City, at the request of the Utility Policy Committee, will retain an independent outside consultant, approved by the Utility Policy Committee, to conduct a Benchmark Study regarding the services and costs of service provided by the City, including, but not limited to those described in (a) through (e) above. The study shall compare the cost, quality and efficiency of the services provided by the City to the cost, quality and efficiency of the services provided by other Michigan peer municipalities who own and/or operate a Public Water Supply System serving a population of 50,000 or more. The study shall also examine whether services are equitable, adequately, and properly provided to all Customers of the Water Supply System. If the study demonstrates that services are not equitably, adequately, or properly provided, or that the cost of providing services is not reasonable or reasonably related to the services provided, or that the quality or efficiency of providing the services may be substantially improved, the UPC, in its discretion, may petition the City to remedy the inequity, or inadequacy, to improve the services, to equitably or adequately provide the services, or to reduce the cost of service. If the City disagrees or refuses the UPC's request or fails to remedy the inequity, inadequacy, or efficiency improvement, then the UPC, in its discretion, may determine whether the matter should be submitted to mediation, and, after mediation, then to binding arbitration consistent with the terms of Article 20.

If a matter is submitted to binding arbitration, the arbitrator shall consider, among other factors,



the following:

1. The adequacy of the services provided;
2. The adequacy and cost of comparable services provided by a Michigan peer municipality who owns or operates a Public Water Supply System serving a population of 50,000 or more;
3. Whether the services are provided equitably in the City and in the Township(s) in accordance with standard operating procedures;
4. The cost of providing these services;
5. The adequacy and cost of providing comparable services through an outside provider actually providing services to/for a Michigan peer municipality who owns or operates a Public Water Supply System serving a population of 50,000 or more;
6. The City's ability to control or regulate services and the cost and quality of services.

#### **Article 4 – Water Services**

##### **4.1 – Operation, Maintenance, Repair and Replacement – Public Water Supply System**

- (a) With input provided by the Utility Policy Committee, the City shall operate, maintain, repair, and replace the Public Water Supply System Capital Assets.
- (b) The actual cost incurred by the City to operate, maintain, repair, and replace the Public Water Supply System Capital Assets shall be allocated to each Customer Class as described in Article 8.

##### **4.2 – Operation, Maintenance, Repair and Replacement – Distribution Facilities**

- (a) With input provided by the Utility Policy Committee, the City shall operate, maintain, repair and replace the Wholesale Service Assets and Retail Service Assets in the City and Townships. The City shall apply the same standards of operation, maintenance, repair, and replacement for the Wholesale Service Assets and Retail Service Assets in the Townships as applied to the Wholesale Service Assets and Retail Service Assets in the City.
- (b) The actual costs incurred by the City to operate, maintain, repair and replace the Retail Service Assets in the City and Townships shall be allocated to each Customer Class as described in Article 8.

##### **4.3 – Related Water Services**

- (a) With input provided by the Utility Policy Committee, the City shall provide all Related Water Services to all Customers, including those Related Water Services identified in **Appendix C**, which may be amended with the approval of the Utility Policy Committee. The City shall provide Related Water Services to all Customers at the same level, frequency, and quality of service.

- (b) The Reimbursable Cost Schedule is set forth in **Appendix D**. The costs set forth in the Reimbursable Cost Schedule shall be recaptured from the Customers benefiting from the services provided and/or their contractors. The Reimbursable Cost Schedule shall be identical (same type and amount) for all Customers within each Customer Class and may be amended by agreement between the City and the Utility Policy Committee.
- (c) The actual costs incurred by the City providing Related Water Services shall be allocated to each Customer Class as described in Article 8.

#### **4.4 – Water Meters**

- (a) With input provided by the Utility Policy Committee, the City will inspect install, repair and replace water meters for all Customers. Water meters will be inspected, maintained, tested, repaired and replaced in accordance with the guidelines established by the American Water Works Association or the then current industry standard unless required sooner. The City shall apply the same standards of installation, repair, and replacement of water meters to all Customers.
- (b) The actual costs incurred by the City to install, repair and replace water meters shall be allocated to each Customer Class as described in Article 8.

#### **4.5 – Water Mains and Hydrants**

- (a) With input provided by the Utility Policy Committee, the City shall relocate and/or replace water mains and fire hydrants at the request of each Township and/or the governmental entity having jurisdiction over the roadway or right-of-way in which the water mains and/or fire hydrant is located in accordance with applicable industry standards. The City shall apply the same standard for the maintenance, repair and replacement of water mains and fire hydrants in the Townships as applied in the City.
- (b) The actual costs incurred by the City to relocate and/or replace fire hydrants shall be allocated to each Customer Class as described in Article 8.

### **Article 5 – Expansion Within the Geographic Boundaries of the City and the Townships**

#### **5.1 – Expansion of Distribution Facilities**

- (a) The City and the Township(s) may, in its/their discretion, expand the Distribution Facilities within or beyond the City/Township’s Existing Service Area to any area designated as low-, medium-, or high-density, residential; commercial; or industrial land use (or similar comparable classifications should these classifications change) in a manner consistent with the City/Township’s Master Plan, adopted or amended in conjunction with the Michigan Planning Enabling Act, MCL 125.3801 *et seq.* (as amended).

On or before December 31, 2023, each Township shall submit a Public Water Utility Master Plan to the Utility Policy Committee. Each Township shall review and update its plan every seven years thereafter and submit a copy to the UPC.

- (b) The cost of expansion may be recaptured, in whole or in part, for the benefit of all Customers of the Public Water Supply System by one or any combination of any of the following methods:
  - 1. A Direct Contribution of Infrastructure or the assessment of infrastructure costs to or from the developer/proponent of the expansion or the Customer(s) who are provided water or improved water services as a result of the expansion.
  - 2. A System Connection Fee assessed to the developer/proponent of the expansion or Customer(s) provided water or improved water services as a result of the expansion.
  - 3. An assessment or surcharge on Water Rates charged to the Customer(s) provided water or improved water services as a result of the expansion.
  
- (c) The Utility Policy Committee will determine whether a Direct Contribution of Infrastructure, assessment of costs for infrastructure, System Connection Fee, or assessment or surcharge on Water Rates (or some combination thereof) shall be assessed, who shall be assessed and the amount/cost to be assessed to cover or recapture the cost of expansion. The Direct Contribution of Infrastructure or assessment of costs for infrastructure, the System Connection Fee, and the assessment or surcharge on Water Rates shall be reasonable, based on established industry standards, and designed solely to recapture the cost of expanding the Distribution, Production and/or Transmission Facilities which the Utility Policy Committee, determines shall not be allocated to the Rate Base. The remaining costs of expansion (which are not recaptured by Direct Contribution of Infrastructure or assessment of costs for infrastructure, a System Connection Fee, and/or an assessment or surcharge on Water Rates) shall be added to the Rate Base, allocated to the Customer Classes as described in Article 8 and accounted for in the City's Reliability Study and Capital Improvement Plan.
  
- (d) The City and/or Township(s) in which the expansion is occurring, shall prepare all drawings, plans and specifications for the proposed expansion. The plans shall be prepared by a registered professional engineer. The plans shall be submitted to the City Engineers and the Michigan Department of Environment, Great Lakes and Energy (EGLE)(or its successor regulating agency) for review/inspection and for compliance with the specifications for water main and service installations as required by EGLE (or its successor regulating agency), the "Ten States Standards" and written City Standard Specifications. The City or Township(s) in which the expansion is occurring shall provide as-built drawings to the City Engineers and the City shall make available electronic as-built drawings for all existing Water Mains, Infrastructure, and Appurtenance.

## **5.2 – Expansion of Production and/or Transmission Facilities**

- (a) The City, as required by sound engineering practice, will expand its Production and/or Transmission Facilities to provide new service, increased capacity, and/or to improved reliability/redundancy of water services and will construct production, storage, transmission, booster, and bleeder facilities to accommodate expansion of the City/Township(s)' Distribution Facilities. The cost of expanding the Production and/or Transmission System to accommodate expansion may be recaptured for the benefit of all Customers of the Public Water Supply System, in whole or in part, by a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, System Connection Fee, and/or an assessment or surcharge on Water Rates, or any combination thereof, if the Utility Policy Committee, determines that a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, a System Connection Fee, or an assessment or surcharge on Water Rates is appropriate. Otherwise, the cost of expanding the Production and/or Transmission System to accommodate expansion (which is not recaptured through a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, a System Connection Fee, or an assessment or surcharge on Water Rates) shall be added to the Rate Base, allocated to the Customer Classes as described in Article 8 and accounted for in the City's Reliability Study and Capital Improvement Plan.
- (b) The City, as required by sound engineering practice, will increase the size/capacity of the other Township(s)' Distribution Facilities to provide transmission services to accommodate expansion of the City/Township(s)' Distribution Facilities or to provide new service, increased capacity, and/or to improve reliability/redundancy of the water services to New Customers created from the expansion. The cost of expanding the City/Township(s)' distribution facilities to provide transmission services for expansion, may be recaptured in whole or in part for the benefit of all Customers of the Public Water Supply System through a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, a System Connection Fee, or an assessment or surcharge on Water Rates, or any combination thereof, if the Utility Policy Committee determines that a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, a System Connection Fee, or an assessment or surcharge on Water Rates is appropriate. Otherwise, the cost of expanding the City/Township(s)' Distribution Facilities to provide transmission services for expansion (which is not recaptured through a Direct Contribution of Infrastructure or assessment of costs for the infrastructure, a System Connection Fee, or an assessment or surcharge on Water Rates) shall be added to the Rate Base, allocated to the Customer Classes as described in Article 8 and accounted for in the City's Reliability Study and Capital Improvement Plan.

## **Article 6 – Expansion Outside the Geographic Boundaries of the City/Township(s)**

### **6.1 – Expansion of Distribution, Production, and/or Transmission Facilities**

- (a) The City, with input and comment from the Utility Policy Committee, may expand the Distribution, Production and/or Transmission Facilities to provide water and water services to New Customers located outside the geographic boundaries of the City and Townships. The cost of acquiring or assuming liability of the New Customers Infrastructure, as well as the cost of expanding Distribution, Production and/or Transmission Facilities to provide water and/or water services to these New Customers, may be recaptured, in whole or in part, for the benefit of all Customers of the Public Water Supply System by one or any combination of and/or all of the methods set forth in Section 5.1(b).
- (b) The Utility Policy Committee, will determine whether the costs of acquiring or assuming liability of the New Customers Infrastructure and/or expansion of the Distribution, Production and/or Transmission Facilities of the existing system will require a Direct Contribution of Infrastructure, assessment of costs for infrastructure, System Connection Fee, or assessment or surcharge on Water Rates, or some combination thereof, to be assessed, including who shall be assessed and the amount/cost to be assessed. The Direct Contribution of Infrastructure or assessment of costs for infrastructure, the System Connection Fee, and the assessment or surcharge on Water Rates shall be reasonable, based on established industry standards, and designed solely to recapture the cost of acquiring or assuming liability of the New Customers Infrastructure and expanding the Distribution, Production and/or Transmission Facilities which the Utility Policy Committee, determines shall not be allocated to the Rate Base. The remaining costs of expansion (which are not recaptured by Direct Contribution of Infrastructure or assessment of costs for infrastructure, a System Connection Fee, and/or an assessment or surcharge on Water Rates) shall be added to the Rate Base, allocated to the Customer Classes as described in Article 8 and accounted for in the City's Reliability Study and Capital Improvement Plan.
- (c) The City, shall prepare all drawing, plans and specifications for the proposed expansion. The plans shall be prepared by a registered professional engineer. The plans shall be submitted to the City Engineers and the Michigan Department of Environment, Great Lakes and Energy (EGLE)(or its successor regulating agency) for review/inspection and for compliance with the specifications for water main and service installations as required by EGLE (or its successor regulating agency), the "Ten States Standards" and written City Standard Specifications. The City shall provide as-built drawings to the City Engineers and the City shall make available electronic as-built drawings for all existing Water Mains, Infrastructure, and Appurtenance.

## **6.2 Water Rates for New Customers**

New Customers located outside the geographic boundary of the City and/or Township(s) who are provided water and/or water services through expansion, shall be assessed and pay Equivalent Water Rates to those assessed and paid by the then-current Customers of the Public Water Supply System plus any additional Direct Contribution of Infrastructure or assessment of costs for infrastructure, System Connection Fee, and/or an assessment or surcharge on Water Rates as established by the Utility Policy Committee.

## **Article 7 – Water Rate Consultant**

### **7.1 - Rate Consultant**

Except as agreed by the City and the Utility Policy Committee, Water Rates under this Agreement shall be calculated by a Rate Consultant. The Water Rate shall be derived from the actual “Cost of Service” using the “Utility Basis of Rate Making” as described in Article 8.

### **7.2 - Selection of Rate Consultant**

#### **A. Selection Committee**

The retention of a Rate Consultant by the City for purposes of this Agreement will be filled by an advertisement, interview, and selection process. The position shall be advertised nationally in sources applicable to the profession. The advertisement shall identify the minimum qualifications for the position and the proposed/anticipated scope of service. Candidates shall be vetted and interviewed by a “selection committee” made up of three City-appointed members of the Utility Policy Committee or their alternates and four Township-appointed members of the Utility Policy Committee or their alternates. Each member of the selection committee shall rate each candidate using a scale approved by the selection committee based on the candidate’s knowledge of the ratemaking process, knowledge of the Utility Basis of Ratemaking, experience in water ratemaking, knowledge and experience in the scope of services to be provided and the candidate’s anticipated cost of providing services and/or hourly rate and other factors established by agreement of the Selection Committee. The City will contract with the candidate rated highest (in total) by the selection committee in accordance with City purchasing policies and terms for professional service contracts.

#### **B. Contract Term and Renewal**

The contract with the Rate Consultant will be for a term of two (2) years with the option of extending the contract for additional two (2) year terms. The Utility Policy Committee shall determine whether the Rate Consultant’s contract shall be extended for additional two (2) year terms. The contract term shall expire in April. The Utility Policy Committee shall make the determination whether to extend the Rate Consultant’s contract within sixty (60) days after the end of the previous two (2) year term. At the termination of the contract, including any extension, the advertisement, interview and selection process set forth in this Article shall be repeated. Nothing in this Article shall be construed to prohibit the City from terminating the contract with the Rate Consultant for a material breach of the terms of the contract prior to the end of its 2-year term or any extension of its term.

### **7.3 – Rate Consultant’s Fees**

The Rate Consultant’s costs and fees shall be treated as an Operating Expense of the Public Water Supply System and allocated to each Customer Class as described in Article 8.

## **7.4 – Rate Consultant’s Record Maintenance**

The Rate Consultant shall maintain complete and accurate records regarding the formulation of Water Rate Schedules, all records and data provided by the City to the Rate Consultant and all records and data which support the Rate Consultants recommendations to the Kalamazoo City Commission. The Rate Consultant shall provide these records and data to the Utility Policy Committee upon request.

## **Article 8 – Water Rates**

### **8.1 – General Principle**

Water Rates for each Customer Class shall be established based on the “Actual Cost of Service”, applying the ‘Utility Basis of Rate Making”, adjusted to achieve “Rate Equivalence” as defined by the “Rate Making Process” set forth in this Article and Appendix E, and the “Process Regarding Water Rate Approval” set forth in Section 3.6 C.

### **8.2 – Equivalent Water Rates**

#### **A. Rate Equalization**

Effective Rate Year 2022, and each Rate Year thereafter, City Customers and Township Customers within each Customer Class shall be assessed the same Water Rates. Water Rates may vary between Customer Classes based on the Cost of Service for each Customer Class. However, the Customers within each Customer Class shall be assessed the same Water Rates.

#### **B. Phased Equivalence**

Water Rates charged to City Customers and to Township Customers in 2021 shall be incrementally adjusted to achieve rate equivalence January 1, 2022, pursuant to the methodology established in the 2020 Water Rate Report (Table 17), **Appendix F**.

### **8.3 – Rate Making Process**

#### **A. Cost of Service Study**

For each Rate Year beginning January 1, 2022, unless otherwise agreed by the City and the Utility Policy Committee, the Rate Consultant shall conduct a Cost of Service Study identifying the Annual Revenue Requirements of the Public Water Supply System and the Cost of Service for each Customer Class for the upcoming Rate Year.

The Cost of Service Study shall allocate Annual Revenue Requirement to each Customer Class in a manner that, as closely as practical, reflects each Customer Classes’ Proportional Use of the Public Water Supply System. The Allocation Methodology will follow Industry Standards for Proportional Use, including using Average Water Sales, Peak (maximum day and hour) Water

Demand, and the Number and Size of Connections to the Public Water Supply System. The Allocation Methodology will differentiate between Customer Classes not between City Customers and Township Customers within Customer Classes.

For purposes of allocating Annual Revenue Requirement, the Cost of Service Study will express those revenue requirements on the Utility Basis, as set forth in **Appendix E**.

#### **8.4 – Annual Revenue Requirement - Defined**

The Annual Revenue Requirement for the Public Water Supply System recaptured through Water Rates shall be the aggregate sum of each of the following Components, each of which is described herein:

- Direct Operation, Maintenance and Repair Costs;
- Administrative and Indirect Operating Costs;
- Debt Service Principal and Interest Requirements;
- Payment In Lieu Of Taxes (“PILOT”);
- Revenue Financed Capital;
- Reserve Fund Deposits and Withdrawals;
- **Reduced By:** the sum of the Other Water System Revenues

##### **A. Direct Operation, Maintenance and Repair Costs**

The direct/actual costs of personnel, materials, utilities, and contractual services for the annual Operation, Maintenance, and Repair of the Public Water Supply System Capital Assets. Operation, Maintenance, and Repair Costs shall not include any other revenue requirement; Administrative and Indirect Costs, Debt Service Principal and Interest, Depreciation, PILOT, Revenue Financed Capital or Reserve Fund Deposits or Withdrawals.

##### **B. Administrative and Indirect Operating Costs**

###### **1. Administrative and Indirect Cost Allocations**

Every year, a qualified independent Cost Allocation Consultant shall conduct an Indirect Cost Allocation Study specific to the City of Kalamazoo and the Public Water Supply System to determine the appropriate annual Administrative Costs and the Indirect Costs to be allocated to and from the Public Water Supply System. The Study shall be conducted in compliance with the Standards required for Federal Grant Agreements designed to replicate actual costs incurred. The Administrative and Indirect Cost allocation to the Public Water Supply System may also include an appropriate allocation from the City Commission as determined by the Cost Allocation Study, which the City and Township Customers recognize as a cost pool that would not typically be allocable under the Standards for Federal Grant Agreements. Upon agreement between the City and Utility Policy Committee, aggregate departmental cost increases arising out of reorganization or unanticipated expenditures may be allocated in advance of the Cost Allocation Plan.



## **2. Other Post-Employment Benefits (“OPEB”) and Pension Costs**

The annual cash payment made by the City to fund pensions and OPEB shall be allocated to the Public Water Supply System based on the percentage of the present value of future benefits for eligible pension system participants who are employed in or retired from the City’s Water Department.

### **C. Debt Service Principal and Interest Requirement**

The Debt Service/Principal and Interest shall consist of the Annual Principal and Interest Payments required on bonds issued to finance Capital Improvements to the Public Water Supply System – consistent with the City’s bond ordinances. The City’s bond ordinances shall be adopted by the Kalamazoo City Commission consistent with the Utility Financial Policy and the bond coverage requirements. The Debt Service/Principal and Interest requirements may be amended by agreement between the City and the Utility Policy Committee or by the Kalamazoo City Commission upon recommendation from the Rate Consultant and the Utility Policy Committee using the “Process Regarding Water Rate Approval” set forth in 3.6 C.

### **D. Payment In Lieu Of Taxes (“PILOT”)**

The City may, in its discretion, assess a Payment In Lieu of Taxes (“PILOT”) to the Public Water Supply System. In no case shall the annual PILOT exceed \$300,000.

### **E. Revenue Financed Capital**

The Revenue Financed Capital shall consist of the Annual Revenues assigned to Cash Finance Capital Improvements for the Public Water Supply System. The Annual Revenues assigned to Cash Finance Capital Improvements will be established by agreement between the City and the Utility Policy Committee or by the Kalamazoo City Commission upon recommendation from the Rate Consultant and the Utility Policy Committee using the “Process Regarding Water Rate Approval” set forth in 3.6 C.

### **F. Reserve Fund Deposits and Withdrawals**

The Reserve Fund Deposits and Withdrawals shall consist of the annual sum required to create and maintain Reserve Fund Levels consistent with Bond Covenants requirements and the City Utility Financial Policy. The Annual Reserve Fund Deposits and Withdrawals, and Reserve Fund Levels will be established by agreement between the City and the Utility Policy Committee or by the Kalamazoo City Commission upon recommendation from the Rate Consultant and the Utility Policy Committee using the “Process Regarding Water Rate Approval” set forth in 3.6 C.

### **G. Other Water System Revenues**

The Annual Other Water System Revenues for the Public Water Supply System shall consist of

the following:

1. The sale of water and water services to Customers who are not party to this Agreement.
2. System Connection Fees, Assessments and Surcharges on Water Rates and every other fee, charge penalty and assessment which is not a Direct Contribution of Infrastructure;
3. The sale, lease, rental, use or sale of Public Water Supply System assets, facilities, equipment, tools, and/or materials;
4. Non-paid use of Public Water Supply System assets;
5. Refunds, grants and contributions;
6. Investment Income.

### **8.5 – Annual Revenue Requirement – Tracking**

#### **A. Direct Operation, Maintenance, Repair Costs – Tracking**

The City shall implement a Work Order and Cost Tracking System which shall track, record, and report the direct/actual costs of personnel, materials, utilities and contractual services expended annual for the Operation, Maintenance and Repair of the Public Water Supply System Capital Assets in the City and in the Townships. The City shall provide an annual report detailing the Actual Cost of Operations, Maintenance and Repair to the Utility Policy Committee.

#### **B. Administrative and Indirect Costs Component – Tracking**

The City shall track, document and report all costs allocated to and from the Public Water Supply System and delineate any change in the Cost Allocation Methodology used to allocate the actual costs in an annual report to the Utility Policy Committee.

#### **C. Other Revenue Requirements – Tracking**

The City shall track, document and report all Annual Revenue Requirements including OPEB and pension costs, PILOT, Debt Service/Principle and Interest, Revenue Financed Capital, and Reserve Fund Deposits and Withdrawals and provide an annual report to the Utility Policy Committee detailing the actual costs of each component.

### **8.6 – Revenue – Tracking**

#### **A. Revenues from Rates and Charges to Customers – Tracking**

The City shall track and record, to the extent practicable, Projected and Actual Sales of water and water services and all revenues derived therefrom for each Customer Class, the Townships and

the City and provide an annual report detailing Revenues and the source of Revenues from Rates and Charges to the Utility Policy Committee.

**B. Other Water System Revenues – Tracking**

The City shall track and record all Other Water System Revenues and provide an annual report detailing Other Water System Revenues to the Utility Policy Committee.

**Article 9 - Billing and Collections**

**9.1 – Water Bills**

- (a) The City shall bill each Customer for water and water services directly. Bills shall be sent monthly or quarterly depending on classification and paid on or before the due date. Unpaid bills shall constitute a lien on the property to which water and water services have been provided pursuant to Section 2 of Public Act 178 of 1939, as amended, being MCL 123.161 *et seq.*
- (b) Water bills shall be paid to the City. The City shall make every effort to collect delinquent and unpaid water bills using the same collection practices and collection efforts for unpaid water bills, both inside and outside of the City. The City shall provide each Township a list of delinquent accounts to be placed on the Township(s) tax roll. The Township(s) shall pay the City all delinquent funds which are subsequently collected. The City and/or Townships may discontinue service after failed collection efforts in accordance with the City’s ordinance.
- (c) The actual cost of Billing and Collection for water services shall be assessed and allocated to the Customer Classes as a cost of operating the Public Water Supply System as described in Article 8.

**Article 10 - Records**

**10.1 – Record Maintenance**

The City of Kalamazoo shall maintain complete and accurate records regarding the formulation of Water Rates and all records which support the recommended Water Rates and the Operation and Maintenance of the Public Water Supply System, consistent with the City’s record retention schedule, including all data provided to the Rate Consultant and every internal and external record, report, study and survey (by any name, designation or title) which supports, defines, explains, or clarifies the data, documents, and/or information which provides any basis for the Rate Formula or any Component of the Rate Formula, Operation and Maintenance Costs, Administrative General Fund Costs, Depreciation Costs, Rate of Return, PILOT and Water Revenue Components described in Article 8 and all records required to perform the Utility Policy Committee Functions defined in Article 3.

## **10.2 - Availability of Records**

The records outlined above shall be maintained by the City of Kalamazoo in a manner which is easily available and transferable to the members of the Utility Policy Committee and each Township.

## **10.3 – Township Records**

Any Township which charges or collects a water surcharge must comply with the requirements of Section 10.1 regarding the sources and detailed uses of the surcharge. The Township shall make such records available to the Utility Policy Committee and City consistent with Section 10.2.

## **Article 11 – Annual Audit**

### **11.1 – Fiscal Year**

The fiscal year for budget and accounting purposes shall be January 1 through December 31 of each year, or as otherwise set by amendment of the Kalamazoo City Charter.

### **11.2—Audit Records**

An audit of the Public Water Supply System shall be conducted annually by a certified public accountant in conjunction with the City’s audit. The City shall make the audit results available to the Utility Policy Committee. If the audit reveals any discrepancy in accounting methods or record keeping, the discrepancy shall be cured immediately.

## **Article 12 – Restriction/Discontinuance of Water Supply**

### **12.1 – Temporary Discontinuance**

If, due to circumstances beyond the control of the City, the capacity of the Public Water Supply System becomes temporarily inadequate to meet demands for short periods of time, then the City may impose restrictions on water use and the Township(s) shall impose and enforce like restrictions on Water Customers.

### **12.2 – Emergency Discontinuance**

The Parties have the right to temporarily discontinue the supply of water to mains or pipes without notice in times of emergency and with notice upon a determination of necessity for purposes of testing, repairing, or replacing water mains, meters, and facilities serving the Water Supply System. No claim for damages during such period of discontinuance shall be made by these Parties as long as the discontinuance is for a proper purpose and the City responds within a reasonable time and with reasonable methods to restore service.

## **Article 13 – Protection Against Contamination**

### **13.1 – Contamination**

For the protection of all consumers of water, the Parties agree to take reasonable efforts to guard against all forms of contamination. Should contamination be detected at any time, the area or areas affected shall immediately be shut off and isolated and remain so until the condition is abated, and the water has been declared safe and fit for human consumption. The decision of the City in this respect shall be final.

### **13.2 – Right to Inspect – Cross Connections**

The Townships shall allow the City to enforce Kalamazoo’s Cross Connection Program for the Public Water Supply System. The City shall have the right, at any time, deemed necessary, to inspect the water service equipment within the Townships, to review construction and chlorination and protective devices, and to perform all other things necessary to protect the quality of the water supply. The City shall provide, and the Townships shall approve, a written cross-connection inspection program. In the event that any Party detects contamination, it shall promptly notify the other.

### **13.3 – Wellhead Protection**

The City shall establish, and the Townships shall approve, a wellhead protection program and adopt corresponding Wellhead Protection Ordinances subject to Utility Policy Committee input as to form and content.

### **13.4 – Emergency Contacts**

The City and Townships agree to abide by any requirements as established by the state or federal governments in emergency situations. The Townships shall inform the City on an annual basis, or more frequently if changes occur, of appropriate contact information for designated Township emergency management officials. Each Party is responsible for providing and maintaining up to date emergency contact information.

## **Article 14 – Water Quality**

### **14.1 – Responsibility for Water Quality**

The City shall deliver treated/potable water to each Customer of water in conformance with applicable federal and Michigan regulations. The City shall sample and monitor the water quality per applicable federal and Michigan monitoring requirements. The City shall not be liable for temporary water quality or pressure fluctuations.

### **14.2 – Water from Other Sources**

The Parties will not permit water from any other source or supply to mix or comingle with the

supply from the City's Water Treatment facilities, except in cases of emergency where the water from other sources meets all applicable federal and Michigan regulations and the use has been approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) (or its successor agency) to relieve the emergency. The City's Emergency Response Plan will take precedence in cases where the emergency impacts the Public Water Supply.

### **14.3 – Operating Liability**

The City will attempt to provide and maintain regular and uninterrupted water service under this Agreement, but shall not be liable for any injuries or damages to any Party or any Customer of water caused by contamination, interruptions, main breaks, water damage, loss of supply or pressure, construction, electrical, or supervisory control and data acquisition (SCADA) malfunctions or any other cause except as provided by law. The Parties agree that the water facilities and services provided under this Agreement are a governmental function, as defined by Public Act No. 170 of 1964, as amended.

## **Article 15 – Operation of the Public Water Supply System**

### **15.1 – Operation of the Public Water Supply System**

During the Term of this Agreement, and any extension therefore, the City shall continue to operate the Public Water Supply System for the benefit of all Customers and continue to have the exclusive right to provide potable water to each Customer. Neither the City nor the Townships shall take any action to impede or harm the delivery of potable water to any Customer.

## **Article 16 – Other Services**

### **16.1 – Other Services**

The City will perform additional services for the Townships as may, from time-to-time, be agreed between the City and The Utility Policy Committee.

### **16.2 – Water Exploration and Production Services**

The City may continue to conduct water exploration and production services, including but not limited to, soil borings, construction of test Wells, use of Water Level Meters, and all other necessary projects to determine the availability of water for the continued and efficient supply of water through the Public Water Supply System. The cost of water exploration and production shall be assessed and allocated to all Customers as described in Article 8. Each Township grants the City consent during the term of this contract to conduct water exploration and production evaluation testing and will permit the City to use its streets, alleys, and public rights of way for these purposes.

## **Article 17 – Term of Agreement**

### **17.1 – Term of Agreement**

This Agreement shall remain in effect for forty (40) years unless terminated earlier by written agreement executed by the City and all of the Townships. At any time prior to twelve months before the termination of the Agreement, the Townships, at their option, may extend the Agreement for an additional 20 years by providing written notice of their intention to exercise this option to the City. If the Townships do not exercise their option to renew for an additional 20 years, this Agreement shall automatically renew in five (5) year increments, unless the City or any Township(s) provide(s) written notice of its/their intent to terminate or amend the Agreement.

## **Article 18 – Termination and Division of Water System Assets**

### **18.1 - Reserve Funds**

Upon termination of this Agreement, the City and the Townships shall discuss a possible amicable division of reserve funds taking into consideration the City Customers' and Township Customers' contributions to the reserve funds as described in Article 8, as well as the City's ownership and operation of the Water Supply System. Any portion of the reserve funds allocated to the City shall be held for the benefit of the City Customers who contributed thereto. Any portion of the reserve funds allocated to the Townships shall be held for the benefit of the Township Customers who contributed thereto.

### **18.2 - Capital Assets**

Upon termination of this Agreement the Retail Service Assets in the City and Parchment shall be the property of the City. The Retail Service Assets in the Townships shall be the property of the Township in which the asset is located. Upon termination of this Agreement the Wholesale Service Assets shall become shared assets of the City and the Townships which shall not be separated or divided but used for the benefit of all Customers unless the City and the Townships agree otherwise by separate agreement. The City and/or Township(s) in which Retail Service Assets are located shall assume all debt directly related to that Retail Service Asset. The City and the Townships shall each assume a portion of the debt associated with the Wholesale Service Assets which become shared Assets of the City and the Townships in a manner that, as closely as practicable reflects the City Customers and Township Customers' proportional use of the Public Water Supply System applying the applicable share of Assets/Costs Methodology defined in Section 8.5 of this Agreement to and between the City and the Township Customers (not to the Customer Classes as described in Section 8.5).

## **Article 19 – Assignment**

### **19.1 - Assignment**

The City and the Township(s) shall not, without prior written consent from the other, assign, transfer, or convey its rights or interests under this Agreement, except that the City and the Township(s) shall each retain the right to assign its/their rights, obligations, and duties under this Agreement by intergovernmental agreement to a water authority or similar entity. If the City or

Township(s) are merged into or succeeded by another governmental entity, the successor shall be bound by the terms and conditions of this Agreement.

## **Article 20 – Remedies**

### **20.1 – Dispute Resolution Process**

Any dispute under the terms or conditions of this Agreement, including a challenge to the water rates and/or the assessment or allocation of water charges and/or any action taken by the City, the Township(s) or the Utility Policy Committee shall be resolved by the following methodology: First, the aggrieved party shall serve a written Notice of Dispute on all other parties to this Agreement. The written Notice of Dispute shall contain the following information:

1. The factual basis for the dispute;
2. The term or condition of the Agreement which has been violated;
3. The adverse effect on the aggrieved party.

Second, within thirty (30) days after receipt of the written Notice, the City and the Utility Policy Committee will convene in an attempt to resolve the dispute. If the dispute is not resolved or the party serving written Notice is not satisfied with the recommendation of the City or the Utility Policy Committee, the matter shall be subject to mediation as follows:

1. Within thirty (30) days after the City and Utility Policy Committee have met, the aggrieved party shall provide written Notice seeking mediation.
2. The City and the Utility Policy Committee shall select an independent mediator who shall convene a meeting of the parties within thirty (30) days. The mediator shall attempt to resolve the dispute and to reach a mutual understanding/agreement between the parties.
3. If mediation is successful, the Agreement between the parties shall be reduced to writing. If mediation is unsuccessful, the mediator shall render his recommendation regarding the outcome. However, the recommendation of the mediator is non-binding and each party is free to pursue all other remedies provided by this Agreement, at law, and in equity.

### **20.2 – Remedies**

The Parties to this Agreement retain all rights, remedies and actions as defined under State and Federal law. The Parties may seek to enforce this Agreement in any court of competent jurisdiction and/or by alternative dispute resolution as agreed upon by the Parties hereto. The terms of this Agreement and any dispute resolution provision contained herein shall not be construed as a waiver of any right or remedy available in law and/or equity.



### **20.3 – Arbitration**

The Parties, by agreement, may stipulate to arbitration of the dispute at issue. However, arbitration is not mandatory, except as expressly provided in Article 3.6F of this agreement. If the Parties agree to arbitration, the following process shall be followed:

1. The Parties to the dispute may agree to a single arbitrator. Otherwise, there shall be three arbitrators with each Party to the dispute selecting an arbitrator and the two arbitrators selecting the third.
2. The arbitration shall be conducted no later than sixty (60) days after receipt of written demand for arbitration unless agreed upon otherwise by the Parties. The arbitration hearing shall take place at a mutually agreeable time and place within the County of Kalamazoo. Seven (7) days before arbitration, each Party shall serve the arbitrator and all other Parties with an arbitration brief containing a concise statement of issues to be arbitrated, supporting arguments, and a list of witnesses that each Party intends to call, including experts and the topic or subject matter about which each witness or expert will testify. The arbitration hearing shall be conducted in accordance with the rules and procedures established by the American Arbitration Association.
3. Within fifteen (15) days of completion of arbitration, the arbitrator(s) shall submit a written determination regarding the matter in dispute. The arbitrator's decision shall be conclusive and binding on the Parties to the arbitration. The scope of the arbitrator's review shall be limited to a review of the contractual provisions contained in this contract as applied under law.
4. Each Party to the arbitration shall pay its own costs and attorney fees.

### **Article 21 – Notices**

#### **21.1 – Notices**

All written notices and other documents to be delivered or transmitted hereunder shall be addressed to the respective Parties at such address or addresses as shall be specified by the Parties from time to time. Written notices or other documents may be delivered in person, transmitted electronically or by facsimile, or by ordinary or certified mail, properly addressed with sufficient postage.

### **Article 22 – Miscellaneous**

#### **22.1 – Miscellaneous**

- (a) Waiver. The waiver by any Party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

- (b) Unenforceability. If any paragraph or provision of the Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- (c) Entire Understanding. This Agreement represents the entire understanding and agreement between the Parties hereto.
- (d) Captions. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify the terms and provisions hereof.
- (e) Modification. This Agreement may be changed or modified only by a written document signed by all the Parties.
- (f) Interpretation of Agreement. The Parties acknowledge that each Party has had the opportunity to participate in the drafting of this Agreement. As a result, in the event of any ambiguity in this Agreement, it shall not be interpreted for or against any Party on account of the drafting by any Party.

**Article 23 – Effective Date of Agreement**

**23.1 – Effective Date of Agreement**

This Agreement will become effective upon the approval of all of the legislative bodies of the Parties when duly executed by the City Manager and the Supervisor of each Township.

**Article 24 – Execution in Counterparts**

**24.1 – Execution in Counterparts**

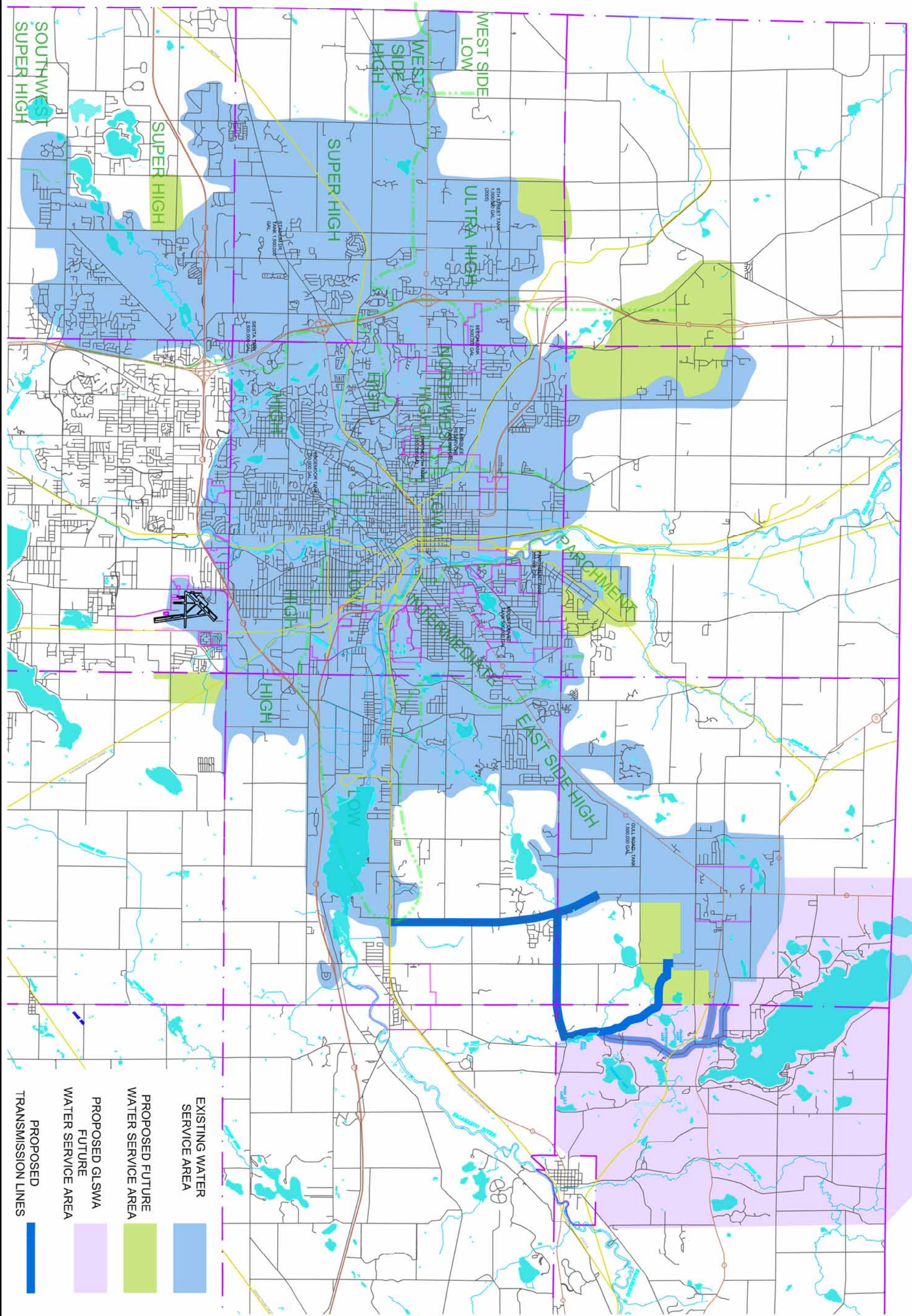
This Agreement may be executed in several counterparts and when so executed will be considered to be an original.

Dated: _____, 2020	CITY OF KALAMAZOO By: _____ Its: _____
--------------------	--

Dated: _____, 2020	TOWNSHIP OF _____ By: _____ Its: _____
--------------------	--

# Appendix A





- PROPOSED TRANSMISSION LINES
- EXISTING WATER SERVICE AREA
- PROPOSED FUTURE WATER SERVICE AREA
- PROPOSED GLSWA FUTURE WATER SERVICE AREA



## APPENDIX B

### **Public Water Supply System Capital Assets**

The Public Water Supply System Capital Assets are summarized in the attached schedule (pages 2 and 3) as Retail Service Assets in the City, Retail Service Assets in the Townships, and Wholesale Service Assets. Further, the attached schedule identifies the Net Book Value of the Public Water Supply System Capital Assets in-service, Used and Useful, at the beginning of the Rate Year. The attached schedule shall be amended annually to incorporate the cost of the Capital Improvements made during the current Rate Year plus the Construction Work-In-Progress during the current Rate Year, less the Net Book Value of Contributed and Grant Funded Capital Assets. The attached schedule shall also identify the Current Depreciation Capital Expense utilizing the straight-line method of depreciation.

The attached schedule shall be amended annually by the Rate Consultant and provided to the Utility Policy Committee, showing all changes and adjustments. The City shall maintain, update annually and provide the Utility Policy Committee with a detailed Capital Asset List supporting the attached schedule.

Appendix B - Schedule of Public Water System Current Capital Assets

Total Asset Value	6/30/2019 Data				Forecasted 6/30/2021 Data		Forecasted 6/30/2022 Data	
	Original Cost	Accumulated Depreciation	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense
Category								
Water Pumping	39,505,397	22,438,197	17,067,200	801,266	15,152,387	634,082	14,535,881	630,261
Elevated Storage Tank	8,077,412	3,784,152	4,293,259	194,513	3,711,801	193,617	3,518,185	193,617
Transmission Mains	11,930,082	4,702,353	7,227,729	228,667	6,541,728	228,667	6,313,061	228,667
Dist Mains - City	20,979,690	6,811,713	14,167,977	357,595	13,104,843	354,172	12,750,918	354,030
Dist Mains - Twp	42,464,150	17,272,628	25,191,522	804,875	22,827,319	785,834	22,047,200	782,295
Service Conn - City	18,472,885	5,784,963	12,687,922	332,538	11,721,722	320,886	11,402,730	319,568
Service Conn - Twp	26,072,252	9,437,366	16,634,887	473,834	15,236,922	465,778	14,773,944	463,897
Water Metering Devices	8,886,854	6,354,950	2,531,904	402,309	1,763,734	230,547	1,565,754	202,031
Hydrants - City	3,513,394	1,133,925	2,379,469	66,435	2,185,554	64,447	2,121,468	64,205
Hydrants - Twp	6,796,844	2,364,818	4,432,027	132,052	4,040,396	130,348	3,910,612	129,945
Water General	7,819,876	4,778,150	3,041,726	320,352	2,521,156	173,212	2,377,125	150,567
Administration	197,592	193,195	4,397	20,539	0	670	0	0
Total	194,716,429	85,056,410	109,660,019	4,134,975	98,807,563	3,582,262	95,316,878	3,519,082
Wholesale Service Assets	67,530,359	35,896,047	31,634,312	1,565,337	27,927,072	1,230,248	26,744,251	1,203,111
Retail Service Assets - City *	47,409,396	16,908,076	30,501,321	957,723	27,893,987	854,779	27,057,993	838,818
Retail Service Assets - Twps	79,776,674	32,252,287	47,524,387	1,611,915	42,986,505	1,497,234	41,514,633	1,477,153
Total	194,716,429	85,056,410	109,660,019	4,134,975	98,807,563	3,582,262	95,316,878	3,519,082

\* Assumes a 50/50 split of Water Metering Devices, which are not tracked by location

Contributed Asset Value	6/30/2019 Data				Forecasted 6/30/2021 Data		Forecasted 6/30/2022 Data	
	Original Cost	Accumulated Depreciation	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense
Category								
Water Pumping	1,124,471	667,069	457,402	17,421	405,698	17,153	389,181	16,985
Elevated Storage Tank	0	0	0	0	0	0	0	0
Transmission Mains	7,641,345	2,982,443	4,658,903	146,889	4,218,235	146,889	4,071,346	146,889
Dist Mains - City	8,884,748	2,845,984	6,038,764	152,651	5,581,506	152,346	5,429,248	152,295
Dist Mains - Twp	39,060,365	15,874,739	23,185,626	742,477	20,973,837	735,130	20,244,165	731,750
Service Conn - City	11,127,825	4,412,874	6,714,951	176,112	6,190,927	174,008	6,018,008	173,250
Service Conn - Twp	24,283,987	9,005,764	15,278,224	439,186	13,965,787	437,278	13,531,192	435,476
Water Metering Devices	0	0	0	0	0	0	0	0
Hydrants - City	1,449,363	457,053	992,310	27,476	910,548	27,170	883,536	27,064
Hydrants - Twp	6,016,080	2,165,506	3,850,573	115,015	3,507,174	114,292	3,393,383	113,934
Water General	0	0	0	0	0	0	0	0
Administration	0	0	0	0	0	0	0	0
Total	99,588,184	38,411,432	61,176,752	1,817,227	55,753,712	1,804,266	53,960,059	1,797,642
Wholesale Service Assets	8,765,816	3,649,511	5,116,304	164,310	4,623,933	164,042	4,460,527	163,874
Retail Service Assets - City *	21,461,936	7,715,911	13,746,025	356,239	12,682,981	353,524	12,330,792	352,609
Retail Service Assets - Twps	69,360,432	27,046,009	42,314,423	1,296,678	38,446,798	1,286,700	37,168,740	1,281,160
Total	99,588,184	38,411,432	61,176,752	1,817,227	55,753,712	1,804,266	53,960,059	1,797,642

\* Assumes a 50/50 split of Water Metering Devices, which are not tracked by location

Net Local Asset Value	6/30/2019 Data				Forecasted 6/30/2021 Data		Forecasted 6/30/2022 Data	
	Original Cost	Accumulated Depreciation	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense	Net Book Value	Annual Depr Expense
Category								
Water Pumping	38,380,926	21,771,128	16,609,798	783,845	14,746,688	616,929	14,146,700	613,276
Elevated Storage Tank	8,077,412	3,784,152	4,293,259	194,513	3,711,801	193,617	3,518,185	193,617
Transmission Mains	4,288,737	1,719,910	2,568,826	81,778	2,323,492	81,778	2,241,715	81,778
Dist Mains - City	12,094,942	3,965,729	8,129,213	204,944	7,523,338	201,826	7,321,670	201,734
Dist Mains - Twp	3,403,785	1,397,890	2,005,896	62,397	1,853,482	50,704	1,803,035	50,545
Service Conn - City	7,345,060	1,372,089	5,972,971	156,426	5,530,795	146,878	5,384,721	146,318
Service Conn - Twp	1,788,265	431,602	1,356,663	34,648	1,271,136	28,501	1,242,753	28,422
Water Metering Devices	8,886,854	6,354,950	2,531,904	402,309	1,763,734	230,547	1,565,754	202,031
Hydrants - City	2,064,031	676,871	1,387,159	38,959	1,275,006	37,277	1,237,932	37,141
Hydrants - Twp	780,765	199,311	581,453	17,037	533,222	16,056	517,228	16,011
Water General	7,819,876	4,778,150	3,041,726	320,352	2,521,156	173,212	2,377,125	150,567
Administration	197,592	193,195	4,397	20,539	0	670	0	0
Total	95,128,246	46,644,978	48,483,267	2,317,748	43,053,851	1,777,996	41,356,818	1,721,440
Wholesale Service Assets	58,764,543	32,246,536	26,518,007	1,401,027	23,303,138	1,066,206	22,283,724	1,039,238
Retail Service Assets - City *	25,947,460	9,192,164	16,755,296	601,484	15,211,006	501,256	14,727,201	486,209
Retail Service Assets - Twps	10,416,242	5,206,278	5,209,964	315,237	4,539,707	210,534	4,345,893	195,993
Total	95,128,246	46,644,978	48,483,267	2,317,748	43,053,851	1,777,996	41,356,818	1,721,440

\* Assumes a 50/50 split of Water Metering Devices, which are not tracked by location

## APPENDIX C

### **Related Water Services**

In addition to the Direct Operation, Maintenance, Repair and Replacement Services defined in Article 4.1, the Water Meters Services defined in Article 4.4 and the Water Mains and Hydrants Services defined in Article 4.5, the City shall provide the additional Related Water Services described in Article 4.3, including the following:

1. All related engineering services, including but not limited to:
  - a. Infrastructure design
  - b. Construction standards review
  - c. Project implementation and monitoring
  
2. All related environmental service, including but not limited to:
  - a. Sampling
  - b. Flow measuring
  - c. Cross connection enforcement
  - d. Emergency response
  - e. Lead and copper monitoring
  - f. Well head protection
  - g. Surface and ground water monitoring
  - h. DEQ regulation compliance and reporting
  
3. All related field services, including but not limited to:
  - a. Emergency response for watermain breaks
  - b. 24 hours response to customer complaints
  - c. Traffic control
  - d. Service line repair
  - e. Stop box repair
  - f. Ms. Dig compliance and monitoring
  - g. Water service installation and tap in services
  - h. Meter installation
  - i. Meter replacement
  - j. Water meter reading
  - k. Valve exercising
  
4. All related field supply, field distribution and fleet services

APPENDIX D

**Reimbursable Cost Schedule**

The following Reimbursable Costs for materials and services provided by the City shall be recaptured from the customer requesting the service and/or their contractors as follows:

1. New water service line installations less than two inches will be charged at \$5,500.00 for a “full service-street plus yard connection” and \$2,500.00 for a “partial service-yard connection”.
2. New water service line installation two inches or greater and water main and appurtenance, which the City installs, shall be charged at time and material costs based on actual labor hours and unit pricing. The 2020-unit pricing for materials is set forth below:

**2020 Pricing**

Tapping Valve and Sleeve			
	DESCRIPTION	PART NO	UNIT
<b>2.00</b>	Block, 24" MH	1004951	\$2.08
<b>Valve Box</b>	Box, CI, BVC 22, LG	1000894	\$130.50
<b>4X4</b>	Sleeve 4X4MJ Tapw/v	0085120	\$1,195.00
<b>6X4</b>	Sleeve 6X4MJ Tapw/v	0085130	\$921.00
<b>6X6</b>	Sleeve 6X6 MJ Tapw/v	0085135	\$1,525.00
<b>8X4</b>	Sleeve 8X4 MJ Tapw/v	0085142	\$903.00
<b>8X6</b>	Sleeve 8X6 MJ Tapw/v	0085154	\$941.00
<b>8X8</b>	Sleeve 8X8 MJ Tapw/v	0085155	\$2,125.00
<b>10X4</b>	Sleeve 10X4 MJ Tapw/v	0085170	\$975.00
<b>10X6</b>	Sleeve 10X6 MJ Tapw/v	0085178	\$1,208.00
<b>10X8</b>	Sleeve 10X8 MJ Tapw/v	0085190	\$1,518.00
<b>10X10</b>	Sleeve 10X10 MJ Tapw/v	0085191	\$3,762.00
<b>12X4</b>	Sleeve 12X4 MJ Tap w/v	0085196	\$2,594.00
<b>12X6</b>	Sleeve 12X6 MJ Tapw/v	0085202	\$2,784.00
<b>12X8</b>	Sleeve 12X8 MJ Tapw/v	0085214	\$3,228.00
<b>12X10</b>	Sleeve 12X10 MJ Tapw/v	1085220	\$4,075.00
<b>12X12</b>	Sleeve 12X12 MJ Tapw/v	0085215	\$4,862.00



<b>16X4</b>	Sleeve 16X4 MJ Tapw/v	0085216	\$6,062.00
<b>16X6</b>	Sleeve 16X6 MJ Tapw/v	0085221	\$6,366.00
<b>16X8</b>	Sleeve 16X8 MJ Tapw/v	0085222	\$6,737.00
<b>16X10</b>	Sleeve 16X10 MJ Tapw/v		

**Tapping Valve and Sleeve**

	DESCRIPTION	PART NO	UNIT
<b>16X12</b>	Sleeve 16X12 MJ Tapw/v	0085250	\$7,994.00
<b>16X16</b>	Sleeve 16X16 MJ Tapw/v		
<b>20X4</b>	Sleeve 20X4 MJ Tapw/v	0085227	\$7,741.00
<b>20X6</b>	Sleeve 20X6 MJ Tapw/v	0085225	\$7,931.00
<b>20X8</b>	Sleeve 20X8 MJ Tapw/v	1085224	\$8,028.00
<b>20X12</b>	Sleeve 20X12 MJ Tapw/v	1085226	\$9,583.00
<b>24X6</b>	Sleeve 24X6 MJ Tapw/v	1085230	\$9,594.00
<b>24X8</b>	Sleeve 24X8 MJ Tapw/v	1085228	\$10,080.00
<b>24X12</b>	Sleeve 24X12 MJ Tapw/v	1095232	\$11,239.00

<b>1.00</b>	Meter, 5/8" T10 P/C USG NEPTUNE	1059000	\$0.00
<b>1.00</b>	METER, R900 V4 WALL UNIT M10	1058999	\$0.00

**1" SVC off of Fire**

	DESCRIPTION	PART NO	UNIT
<b>1.00</b>	Valve, Apollo 1"	0096300	\$11.00
<b>2.00</b>	Connec, 1 Brass Meter	0017968	\$11.25
<b>1.00</b>	METER, 1" T10	1059010	\$0.00
<b>1.00</b>	METER, R900 V4 WALL UNIT M10	1058999	\$0.00

**1 1/2" off of Fire**

	DESCRIPTION	PART NO	UNIT
<b>1.00</b>	Valve, Ball 1 1/2"	0096333	\$25.80
<b>1.00</b>	Nipple-cpr, 11/2X51/2	0060510	\$17.14
<b>1.00</b>	Flange, Mtr 6m 11/2in	0030920	\$34.84

1.00	METER, 1 1/2" T10 MTR P/C USG*X NEPTUNE	1059015	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	0.00
1.00	Cplg, 1 1/2" Pack Joint	0020808	60.35
1.00	Bushing, 2X1 1/2	0011140	\$12.01

2" SVC off of Fire			
	DESCRIPTION	PART NO	UNIT
1.00	Valve, Ball 2"	0096400	\$36.50
1.00	Nipple-cpr, 2X51/2	0060687	\$21.98
1.00	Flange, Mtr 7m 2in	0030960	\$46.50
1.00	METER, 2" COMPOUND PROCORDER	1059022	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
1.00	Cplg, 2 Pack Joint	0018596	\$68.77

2" SVC - Residential in Floor, Basement			
	DESCRIPTION	PART NO	UNIT
1.00	Saddle, 4"X2"	0016086	\$22.15
1.00	Saddle, 6"X2"	0016116	\$26.00
1.00	Saddle, 8"X2"	0016146	\$28.75
1.00	Saddle, 10"X2"	0016176	\$37.90
1.00	Saddle, 12"X2"	0016206	\$45.95
1.00	Saddle, 16"X2"	0016240	\$80.20

2.00	Nipple-cpr, 2X51/2	0060687	\$21.98
1.00	Valve, 2" Curb Stop	0097053	\$180.10
1.00	Box, Valve Complete	1000896	\$130.50

1.00	Valve, Ball 2"	0096400	\$36.50
1.00	Meter, 2" T10 MTR P/C USG*X NEPTUNE	1059020	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
1.00	Cplg, 2 Pack Joint	0018596	\$68.77

2" SVC - Residential in Pit			
	DESCRIPTION	PART NO	UNIT
1.00	Saddle, 4"X2"	0016086	\$22.15
1.00	Saddle, 6"X2"	0016116	\$26.00
1.00	Saddle, 8"X2"	0016146	\$28.75

2" SVC - Residential in Pit			
	DESCRIPTION	PART NO	UNIT
1.00	Saddle, 10"X2"	0016176	\$37.90
1.00	Saddle, 12"X2"	0016206	\$45.95
1.00	Saddle, 16"X2"	0016240	\$80.20

2.00	Nipple-cpr, 2X51/2	0060687	\$21.98
1.00	Valve, 2" Curb Stop	0097053	\$180.10
1.00	Box, Valve Complete	1000896	\$130.50
1.00	Valve, Ball 2"	0096400	\$36.50
1.00	METER, 2" T10 P/C R900I PIT	1059021	\$0.00
1.00	Cplg, 2 Pack Joint	0018596	\$68.77

2" SVC - Commercial - in Floor, Basement, Pit			
	DESCRIPTION	PART NO	UNIT
1.00	Saddle, 4"X2"	0016086	\$22.15
1.00	Saddle, 6"X2"	0016116	\$26.00
1.00	Saddle, 8"X2"	0016146	\$28.75
1.00	Saddle, 10"X2"	0016176	\$37.90
1.00	Saddle, 12"X2"	0016206	\$45.95
1.00	Saddle, 16"X2"	0016240	\$80.20
2.00	Nipple-cpr, 2X51/2	0060687	\$21.98
1.00	Valve, 2" Curb Stop	0097053	\$180.10
1.00	Box, Valve Complete	1000896	\$130.50

<b>1.00</b>	Valve, Ball 2"	0096400	\$36.50
<b>1.00</b>	METER, 2" COMPOUND PROCODER	1059022	\$0.00
<b>1.00</b>	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
<b>1.00</b>	Cplg, 2 Pack Joint	0018596	\$68.77

1-1/4" SVC		
DESCRIPTION	PART NO	UNIT
Saddle, 4"X1"	0016212	\$12.50
Saddle, 6"X1"	0016218	\$14.50
Saddle, 8"X1"	0016224	\$16.45
Saddle, 10"X1"	0016228	\$19.40
Saddle, 12"X1"	0016244	\$20.85
1"X1-1/4" Corp	0017131	\$61.25
1-1/4" Curb Stop	0017282	\$118.60
94 E Box	0007370	\$70.00

INSIDE		
DESCRIPTION	PART NO	UNIT
Clamp, 2 Ground	0015985	\$6.47
Clamp, 3/4"Ground BLBJ BRNZ	0015972	\$3.81
Connect, 1 Brass Meter	0017968	\$11.25
Valve, Apollo 1"	0096300	\$11.00
METER, 1" T10 MTR P/C 8*X NEPTUNE	1059010	\$0.00
METER, R900 V4 WALL UNIT M10	1058999	

PIT		
1-1/4" Meter Yoke	08400	\$128.90
Meter Tile	8090	\$90.00
Cast Lid	08201	\$112.00
Cast Ring	08285	\$122.00
Cast Frost Lid	08060	\$40.00
Cast Riser	8772	\$90.00
Pipe, Copper, 1-1/4"	0070242	\$4.75
METER, 1" T10 MTR P/C R900I USG PIT NEPTUNE	1059011	\$0.00

**3" SVC**

3" SVC			
	DESCRIPTION	PART NO	UNIT
1.00	METER, 3" COMPOUND	1059026	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
1.00	Adaptor, 3" HyMax Flange Cplg	0019854	\$266.41
2.00	Rod5/8Threaded - 36	0078070	\$3.80
1.00	Spool,3"X8 1/2" thru 18"	0086860	\$88.68

3" SVC			
	DESCRIPTION	PART NO	UNIT
1.00	Valve, 3" FLG RW OL w/Wheel	0096640	\$320.00
3.00	1/8"X3" Gasket	0033548	\$1.16
8.00	5/8"X3" Bolts	0006610	\$0.64
16.00	5/8" Nuts	0063240	\$0.17

4" SVC			
	DESCRIPTION	PART NO	UNIT
1.00	METER, 4" COMPOUND	1059031	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
1.00	Adaptor, 4" HyMax Flange Cplg	0019875	\$330.00
2.00	Rod5/8Threaded - 36	0078070	\$3.80
1.00	Spool, 4"X1'0" FlgXPE DI	0086870	\$108.25
1.00	Valve, 4" FLG Wheel	96442	\$360.00
3.00	1/8"X4" Gasket	0033578	\$1.78
16.00	5/8"X3" Bolts	0006610	\$0.64
24.00	5/8" Nuts	0063240	\$0.17

6" SVC			
	DESCRIPTION	PART NO	UNIT
1.00	METER, 6" COMPOUND	1059036	\$0.00
1.00	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
1.00	Adaptor, 6" Flange Cplg	0019893	\$270.66

<b>2.00</b>	Rod3/4Threaded - 36	0078075	\$6.55
<b>1.00</b>	Spool, 6"X6" FlgXPE DI	0031180	\$278.00
<b>1.00</b>	Valve, 6" FLG Wheel	96754	\$450.00
<b>3.00</b>	1/8"X6" Gasket	0033608	\$3.39
<b>16.00</b>	3/4"X3" Bolts	0006700	\$1.03
<b>24.00</b>	3/4" Nuts	0063243	\$0.30

**8" SVC**

<b>1.00</b>	METER, 8" HP TURBINE PROCODER NEPTUNE		\$0.00
<b>1.00</b>	METER, R900 V4 WALL UNIT M10	1058999	\$0.00
<b>1.00</b>	FLG &SPGT 8x6'	31224	\$355.87
<b>1.00</b>	CPLG, 8" FLG ADPT	19895	\$364.79
<b>1.00</b>	Valve, 8" FLG Wheel	96756	\$1,117.37
<b>3.00</b>	1/8"X8" Gasket	33638	\$5.72
<b>2.00</b>	Rod3/4Threaded - 36	0078075	\$6.55
<b>16.00</b>	3/4"X3" Bolts	0006700	\$1.03
<b>24.00</b>	3/4" Nuts	0063243	\$0.30

## APPENDIX E

### **Water Rate Making Methodology**

#### **E.1 Method**

The Annual Revenue Requirements of the Public Water Supply System are reflected within the Water Service Agreement using the Cash Basis. (Article 8.4). To achieve Rate Equalization as defined in Article 8.2A, for rate year 2022, and each subsequent rate year, the Cash Basis Revenue Requirements identified in Article 8.4 shall be converted to the Utility Basis Revenue Requirements and allocated to each Customer Class as part of the Cost of Service Study identified in Article 8.3A using the methodology set forth in this Appendix.

#### **E.2 Utility Basis Revenue Requirements**

The Annual Utility Basis Revenue Requirements shall include the following components, each of which is described herein:

- Direct Operation, Maintenance and Repair Costs;
  - Administrative and Indirect Operating Costs;
  - Payment in Lieu of Taxes (“PILOT”);
  - Depreciation Expense;
  - Return on Rate Base (expressed in dollars).
- a) Direct Operation, Maintenance and Repair Costs – Component (as defined in Article 8.4A)
  - b) Administrative and Indirect Operation Cost – Component (as defined in Article 8.4B)
  - c) Payment in Lieu of Taxes (“PILOT”) – Component (as defined in Article 8.4D)
  - d) Depreciation Expense – Component

A Depreciation Expense shall be charged on the Capital Asset Element of the Rate Base Component in accordance with generally accepted accounting principles utilizing the straight-line method of depreciation. Construction completed prior to the beginning of each Rate Year shall be added to the Capital Asset Element of the Rate Base Component and depreciated according to the assets’ Useful Life. Depreciation on Contributed Capital Assets or Grant Funded Capital Assets shall not be included in the Depreciation Expense Component.

- e) Return on Rate Base – Component

The Return on Rate Base shall be the aggregate sum of the total Annual Revenue Requirement for the Public Water Supply System as defined in Article 8.4 less the sum of the Utility Basis Revenue Requirement components established in (a) through (d) above.

(Annual Cash Basis Revenue Requirement – Direct Operation, Maintenance and Repair Costs – Administrative and Indirect Operating Costs - PILOT – Depreciation Expense = Return on Rate Base)

### **E.3 Annual Utility Basis Non-Revenue Requirement – Components**

The following Utility Basis Non-Revenue Requirements support the development of the Depreciation Expense Component and the Return of Rate Base Component of the Utility Basis Revenue Requirements:

- Rate Base
- Rate of Return

a) Rate Base – Component

The Rate Base shall be aggregate sum of the Capital Asset Element plus the Working Capital Element.

(Capital Asset Element + Working Capital Element = Rate Base)

1) Capital Asset Element

The Capital Asset Element of the Rate Base shall be the Net Book Value of the Public Water Supply System Capital Assets, In-Service, Used, and Useful, at the beginning of the Rate Year, plus the Cost of the Capital Improvements made during the current Rate Year, plus the Construction Work-In-Progress during the current Rate Year, less the Net Book Value of Contributed and Grant Funded Capital Assets for the Capital Assets identified in **Appendix B**.

2) Working Capital Element

The Working Capital Element shall be the stated value of the current Non-Capital Assets of the Public Water Supply System as determined by the annual City Audit including inventories which shall not exceed ninety (90) days of Operating Expenses.

3) Rate of Return



The Rate of Return shall be the product of the Return on Rate Base divided by the Rate Base. Effective Rate Year 2022, and each Rate Year thereafter, the Rate of Return used to allocate Utility Basis Revenue Requirements to all Customers shall be identical.

(Return on Rate Base ÷ Rate Base = Rate of Return)

#### **E.4 Equivalent Water Rates**

Effective Rate Year 2022, and each Rate Year thereafter, City customers and Township customers within each Customer Class shall be assessed the same Water Rates based on the same Rate of Return.

#### **E.5 Annual Utility Basis Revenue Requirement – Tracking**

a) Depreciation Expense Component – Tracking

The Rate Consultant and the City shall maintain a schedule of Public Water Supply System Current Capital Assets and shall track and report the annual Depreciation Expense related to each Capital Asset in the City and the Townships and provide an annual report regarding the Depreciation Expense to the Utility Policy Committee.

b) Rate Base Component – Tracking

The Rate Consultant and the City shall maintain a Schedule of Public Water Supply System Current Capital Assets (Appendix B). The Schedule shall identify each Public Water Supply System Capital Asset which is Used and Useful to the City and the Township Customers of the Public Water Supply System (“Utility Plant In-Service”), the Net Book Value and Annual Depreciation Expense of each Capital Asset, the location of each Capital Asset, the date of purchase, the useful life, historical investment and Accumulated Depreciation of each Capital Asset. The Rate Consultant and the City shall annually amend the Schedule to identify, value and categorize newly constructed Capital Assets, and to remove Capital Assets no longer In-Service, Used and Useful, and to add Annual Depreciation to the Accumulated Depreciation of each Capital Asset. The Schedule shall also track Contributed or Grant Funded Capital Assets.

# Appendix F

**Table 17  
Water Utility  
Comparison of Existing and "Ultimate" Water Rates  
Test Year 2022**

<u>Line No.</u>		(1) <u>Existing Rates</u> \$/unit	(2) <u>Ultimate Rates</u> \$/unit	(3) <u>Variance</u> \$/unit	(4) <u>% Variance</u>
<b>Commodity Charges - \$/cu mtr</b>					
<u>Inside City</u>					
1	Single Family	0.393	0.789	0.396	100.8%
2	Multi Family	0.337	0.587	0.250	74.2%
3	Commercial	0.376	0.661	0.285	75.8%
4	Seasonal	0.611	1.090	0.479	78.4%
<u>Outside City</u>					
5	Single Family	0.604	0.789	0.185	30.6%
6	Multi-Family	0.414	0.587	0.173	41.8%
7	Commercial	0.464	0.661	0.197	42.5%
8	Seasonal	0.941	1.090	0.149	15.8%
<u>Fire Protection Detector Checks</u>					
9	Inside City	0.370	0.661	0.291	78.6%
10	Outside City	0.459	0.661	0.202	44.0%

**Table 17**  
**Water Utility**  
**Comparison of Existing and "Ultimate" Water Rates**  
**Test Year 2022**

Line No.		(1) <u>Existing Rates</u> \$/unit	(2) <u>Ultimate Rates</u> \$/unit	(3) <u>Variance</u> \$/unit	(4) <u>% Variance</u>
<b>Meter Service Charges - \$/bill</b>					
<u>Inside City - Quarterly</u>					
11	5/8"-3/4"	27.03	39.62	12.59	46.6%
12	1"	36.03	53.84	17.81	49.4%
13	1-1/2"	45.06	68.07	23.01	51.1%
14	2"	69.82	107.18	37.36	53.5%
15	3"	225.47	395.22	169.75	75.3%
16	4"	299.63	501.90	202.27	67.5%
17	6"	447.13	750.82	303.69	67.9%
18	8"	615.69	1,035.30	419.61	68.2%
<u>Inside City - Monthly</u>					
19	5/8"-3/4"	11.99	15.91	3.92	32.7%
20	1"	15.00	20.65	5.65	37.7%
21	1-1/2"	18.00	25.40	7.40	41.1%
22	2"	26.27	38.43	12.16	46.3%
23	3"	87.09	134.45	47.36	54.4%
24	4"	109.63	170.01	60.38	55.1%
25	6"	162.19	252.98	90.79	56.0%
26	8"	222.24	347.81	125.57	56.5%
<u>Outside City - Quarterly</u>					
27	5/8"-3/4"	30.82	39.62	8.80	28.6%
28	1"	41.55	53.84	12.29	29.6%
29	1-1/2"	52.29	68.07	15.78	30.2%
30	2"	81.82	107.18	25.36	31.0%
31	3"	296.80	395.22	98.42	33.2%
32	4"	376.65	501.90	125.25	33.3%
33	6"	562.95	750.82	187.87	33.4%
34	8"	775.88	1,035.30	259.42	33.4%
<u>Outside City - Monthly</u>					
35	5/8"-3/4"	12.93	15.91	2.98	23.0%
36	1"	16.51	20.65	4.14	25.1%
37	1-1/2"	20.09	25.40	5.31	26.4%
38	2"	29.93	38.43	8.50	28.4%
39	3"	102.40	134.45	32.05	31.3%
40	4"	129.23	170.01	40.78	31.6%
41	6"	191.85	252.98	61.13	31.9%
42	8"	263.42	347.81	84.39	32.0%

**Table 17**  
**Water Utility**  
**Comparison of Existing and "Ultimate" Water Rates**  
**Test Year 2022**

Line No.		(1) <u>Existing Rates</u> \$/unit	(2) <u>Ultimate Rates</u> \$/unit	(3) <u>Variance</u> \$/unit	(4) <u>% Variance</u>
<b>Fire Protection</b>					
<b><u>Quarterly Detector Checks - Service Charges - \$/bill</u></b>					
43	Inside City				
44	4"	42.83	75.58	32.75	76.5%
45	6"	49.15	101.41	52.26	106.3%
46	8"	66.97	155.73	88.76	132.5%
47	10"	200.36	406.76	206.40	103.0%
	Outside City				
48	4"	59.12	75.58	16.46	27.8%
49	6"	78.44	101.41	22.97	29.3%
50	8"	117.77	155.73	37.96	32.2%
51	10"	295.48	406.76	111.28	37.7%
<b><u>Monthly Detector Checks - Service Charges - \$/bill</u></b>					
52	Inside City				
53	4"	29.73	45.09	15.36	51.7%
54	6"	36.67	53.70	17.03	46.4%
55	8"	50.56	71.80	21.24	42.0%
56	10"	106.48	155.48	49.00	46.0%
	Outside City				
57	4"	37.50	45.09	7.59	20.2%
58	6"	45.52	53.70	8.18	18.0%
59	8"	61.43	71.80	10.37	16.9%
60	10"	123.73	155.48	31.75	25.7%
<b><u>Fire Hydrants - \$/hydrant/year</u></b>					
61	Public	0.00	0.00	0.00	NA
62	Private	40.00	40.00	0.00	0.0%

**OSHTEMO CHARTER TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION APPROVING  
THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
KALAMAZOO WATER AND WASTEWATER COMMISSION**

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

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

WHEREAS, The Charter Township of Oshtemo is currently a Member Municipality of the Kalamazoo Regional Water and Wastewater Commission (hereinafter "Commission) pursuant to the existing 2010 Amended and Restated Intergovernmental Agreement (hereinafter "2010 Intergovernmental Agreement"); and

WHEREAS, Section 4. K. of the 2010 Intergovernmental Agreement provides that the Commission may recommend amendments to this Agreement from time to time which shall be effective when approved by 2/3 of the legislative bodies of the Member Municipalities; and

WHEREAS the Kalamazoo Regional Water & Wastewater Commission has negotiated a long-term Water Services Agreement with the City of Kalamazoo for the continued provision of water and water services to a service area incorporating the Charter Township of Oshtemo; and

WHEREAS the Water Service Agreement places certain obligations on the Townships collectively to appointment members of a Utility Policy Committee; and

WHEREAS the Townships intend to designate the Regional Commission as the entity through which the appointments to the Utility Policy Commission will be made.

WHEREAS the Townships intend to allow for an alternative commissioner (to be an elected official of each Township) to be appointed by each Township to the Regional Commission; and

WHEREAS the Commission Interlocal agreement must therefore be amended to incorporate these changes; and

WHEREAS the Charter Township of Oshtemo has had an opportunity to review and comment on the proposed "Third Amended and Restated Intergovernmental Agreement" and finds the same to accurately reflect its continuing and new obligations and authorities as a member thereof; and

WHEREAS the Charter Township of Oshtemo finds that the agreement correctly and accurately reflects its understanding as a member of the Commission and wishes to be bound thereby; and

WHEREAS the Charter Township of Oshtemo has, by separate resolution, approved the new Water Services Agreement with the City of Kalamazoo on November 24, 2020.

NOW THEREFORE IT IS HEREBY RESOLVED, that the Charter Township of Oshtemo hereby approves the Third Amended and Restated Intergovernmental Agreement as presented to it at its November 24, 2020 Township Board meeting; agrees to be bound thereby; and authorizes the Supervisor and Clerk of the Township to sign said agreement on its behalf and transmit it to the offices of the Commission and to its consultant and attorney.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, to adopt the foregoing Resolution.

Upon roll call vote the following voted "aye":

The following voted "nay":

The Chairman declared the motion carried and the Resolution duly adopted.

#### **CERTIFICATE**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Kalamazoo Township Board held via permitted ZOOM video conference during COVID-19 public health crises as authorized by PA 228 of 2020 on November 24, 2020 which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

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

Attest:

\_\_\_\_\_  
Libby Heiny-Cogswell, Supervisor

APPENDIX A

**THIRD ~~SECOND~~ AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT  
KALAMAZOO WATER AND WASTEWATER COMMISSION**

This Intergovernmental Agreement (hereinafter "Agreement") is made pursuant to the Urban Cooperation Act, MCL 124.501. The parties to this Agreement shall participate in the Kalamazoo Water and Wastewater Commission (hereinafter "Commission") under the following terms and conditions:

1. **Member Municipalities:**

The parties to this Agreement (hereinafter "Member Municipalities") are each a governmental entity that purchases or may, in the future, purchase water and/or wastewater services from the City of Kalamazoo. The Member Municipalities are specifically identified as:

1. Alamo Township (Non-Voting Member)
2. Brady Township (Voting Member)
3. Charleston Township (Voting Member)
- ~~4. Climax Village (Non-Voting Member)~~
- ~~5.4.~~ Comstock Township (Voting Member)
- ~~6.5.~~ Cooper Township (Voting Member)
- ~~7.6.~~ Kalamazoo Township (Voting Member)
- ~~8.7.~~ Oshtemo Township (Voting Member)
- ~~9.8.~~ Pavilion Township (Voting Member)
- ~~10.9.~~ Richland Township (Voting Member)
- ~~11. Richland Village (Voting Member)~~
- ~~12.10.~~ Ross Township (Voting Member)
- ~~13.11.~~ Schoolcraft Township (Voting Member)
- ~~14.12.~~ Schoolcraft Village (Non-Voting Member)
- ~~15.13.~~ Texas Township (Voting Member)

A governmental entity may apply to The Commission to become a Member Municipality. Governmental entities may be added as Member Municipalities by 2/3 vote



of the Voting Members of The Commission. Each governmental entity seeking to become a Member Municipality must:

- (i) Agree to be bound by the terms and conditions of this Agreement.
- (ii) Approve and ratify the terms and conditions of this Agreement through resolution of its governing body.
- (iii) Execute a copy of this Agreement by an officer or official authorized to bind the governmental entity.

2. **Purpose:**

The purpose of this Agreement is to enable the Member Municipalities to:

- (i) Plan, coordinate, ~~and negotiate,~~ and implement agreements for water and wastewater services.
- (ii) Own, operate, maintain and control water and wastewater collection, transportation, distribution, purification, and treatment facilities.
- (iii) Review, analyze, organize and distribute information regarding water and wastewater services, rates, costs and charges.
- (iv) Perform all other related functions and purposes deemed necessary and/or appropriate by The Commission.

3. **Duration of Agreement:**

This Agreement shall terminate on ~~May 1, 2030~~ January 30, 2061 unless extended by a 2/3 vote of the Voting Members of The Commission. Any extension of this Agreement shall be in writing and signed by the Member Municipalities to be bound.

Member Municipalities may withdraw from The Commission by providing written notice to The Commission six (6) months before the effective date of withdrawal.

Neither the termination of this Agreement nor the withdrawal of any Member Municipality from The Commission shall affect or impair the rights and/or obligations of the Member Municipalities in any existing contract, lease or agreement.

4. **The Commission:**

A. **Office:**

The principal office of The Commission shall be located at: 1720 Riverview Drive, Kalamazoo, MI 49004-1099.

The Commission may, from time to time, meet in other locations and shall post notice of each meeting place accordingly.

**B. General Powers:**

The Commission shall have all those general rights, powers and authorities granted to it under the Urban Cooperation Act and state law. The specifically enumerated rights, powers and authority specified in this Agreement shall not be deemed a limitation on the general rights, powers and authorities granted to The Commission except as otherwise specifically expressed.

**C. Specific Powers:**

The Commission may negotiate contracts for water and wastewater services and for the operation and/or maintenance of water and wastewater facilities and systems. However, no individual Member Municipality will be bound by these contracts unless that Member Municipality agrees in writing and the contract is approved and/or ratified by its governing body.

The Commission may recommend rules, regulations, policies and procedures for the installation, operation, maintenance and administration of water and wastewater facilities and systems.

The Commission may obtain and disseminate information regarding water and wastewater rates, charges, expenses and costs of service.

The Commission shall appoint the members and alternate members of the Utility Policy Committee as described in the Water Service Agreement with the City

of Kalamazoo. The members of the Utility Policy Committee shall meet, vote, retain consultants, perform all functions, and carry out all authority provided to/for the Utility Policy Committee as described in the Water Service Agreement with the City of Kalamazoo.

D. **Fiscal Year:**

The Commission shall establish its fiscal year by Resolution.

E. **The Commissioners:**

The Commission shall be made up of one (1) Commissioner or Alternate Commissioner from each of the Member Municipalities who shall be an elected official of the Member Municipalities governing body. Within 60 days from the effective date of this Agreement, Commissioners shall meet for the purpose of organization. At such organizational meeting the Commission shall select a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, or combined Secretary/Treasurer, who shall be members of the Commission. Such officers shall serve until the first meeting of the following year, which shall be held within 90 days following the close of each fiscal year as may be established from time-to-time by the Commission. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified herein. In case of temporary absence or disability of an officer, the Commission may appoint another Commission member to act in his or her stead, except that in the event of a temporary absence or disability of the Chairperson, then the Vice-Chairperson shall so act.

The Commissioners may be compensated in such amounts as shall be established from time-to-time by the Commission. Each Commissioner shall be entitled to reimbursement for all expenditures made by him/her in carrying out his/her official duties, subject to approval by the Commission.

F. **Voting Rights:**

Member Municipalities shall be designated as "voting members" and "non-voting members". Those Member Municipalities who have public water and/or wastewater connections with the City of Kalamazoo shall be designated as "voting members". Those Member Municipalities without public water or wastewater connections to the City of Kalamazoo shall be "non-voting members".

Each voting Member Municipality shall be entitled to one vote which may be exercised only when that member's designated elected official (Commissioner or Alternate Commissioner) (~~Commissioner or Alternate Commissioner~~) is in attendance at a regularly scheduled or special meeting of the Commission. Non-voting members shall not be entitled to vote.

Each voting Member Municipality shall pay a full membership fee and annual dues for voting members as established by resolution of the Commission.

Each non-voting Member Municipality shall pay a partial membership fee and annual dues for non-voting members as established by resolution of the Commission.

G. **Commission Meetings:**

Regular meetings of the Commission shall be held at least 4 times each calendar year at such time and place as shall be prescribed by Resolution of the

Commission. All meetings shall be subject to the Open Meetings Act, and special meetings of the Commission may be called by the Chairperson, or by any four (4) Commissioners by serving written notice of the time, place and purpose thereof upon each Commissioner personally, or by leaving it at his/her place of residence at least 24 hours in advance of such meeting, or by first class mail at least 72 hours prior to the meeting. Special meetings of the Commission at which all Commissioners are present, or where absent members have been duly notified, shall be deemed to be valid though no written notice thereof may have been given as above specified.

H. **Quorum and Majority Vote:**

A majority of the voting Member Municipalities shall constitute a quorum except as otherwise expressly provided for herein, a vote of a Majority of the voting Member Municipalities present in a Commission meeting in which a quorum is present shall be required for passage of any Commission action. The Commission shall have the right to adopt rules and bylaws governing its procedures which are not in conflict with any terms of any statute. The Commission secretary shall keep and sign an official journal of its proceedings.

I. **Dues:**

The Commission shall collect and deposit dues and other receipts into depository accounts as may be designated by the Commission from time to time. All checks and payments disbursed shall be signed by at least two Full Members of the Commission as designated by the Commission. The officers of the Commission and other Commissioners may have other such powers and duties as

may be conferred upon them by the Commission. The Commission shall prepare, adopt, and present for information purposes to the legislative bodies of the Member Municipalities an annual budget covering the proposed expenditures to be made for the organizing and operation of the Commission. The Commission shall prepare an annual independent audit of its finances after its first full fiscal year and every year thereafter for presentation to the Commission and distribution to the legislative bodies of each Member Municipality.

J. **Employees and Consultants:**

The Commission may retain and/or employ such personnel, employees, consultants, and legal counsel as it may consider desirable from time-to-time to assist the Commission in carrying out its goals and objectives.

K. **Amendments to Agreement:**

The Commission may recommend amendments to this Agreement from time-to-time which shall be effective when approved by two-thirds of the legislative bodies of the Member Municipalities.

L. **Contracts:**

The Commission may perform duties and obligations as may be enumerated in contracts with Member Municipalities or with Non-Member Municipalities.

M. **Revenues:**

Revenues of the Commission may be used for any purpose approved by the Commission consistent with the exercise by the Commission of its powers and

consistent with the provisions of contracts between the Commission and any Member or Non-Member Municipality.

N. **Studies and Planning:**

The Commission shall have the power to undertake studies on behalf of some or all the Member Municipalities to assist them in planning, coordinating, operating, and maintaining water and wastewater collection, distribution and treatment facilities.

O. **Property Ownership:**

The Commission may acquire, own, operate, lease and sell real or personal property necessary for the performance of its purposes consistent with its financial resources and as approved by the Commission. The Commission may accept donations of property to be used for its purposes.

P. **Insurance:**

The Commission shall always have in effect adequate insurance to respond to liabilities that may be incurred through performance of its purposes.

Q. **Distribution of Funds:**

Upon dissolution of the Commission, the funds and assets of the Commission shall be divided among the Member Municipalities in proportion to the Membership Fees paid by each of them for the fiscal year during which dissolution occurs.

R. **Services to the Commission:**

Any Member Municipality may provide services to the Commission as agreed upon by the legislative body of the Member Municipality and the Commission.

5. **Effective Date of Agreement:**

This Agreement shall be effective as to a Member Municipality upon approval by its legislative body and execution by the officers of its Municipality as required by law. The Commission shall commence upon the Agreement becoming effective as to two or more Municipalities.

6. **Termination:**

This Agreement shall be binding upon the Member Municipalities until its termination. Termination by one or more Member Municipalities shall not affect the terms and conditions of this Agreement as to the other Member Municipalities.

7. **Severability:**

The provisions of this Agreement are intended to conform to the requirements of law. To the extent that any provision of this Agreement is declared void or unenforceable by a Court of competent jurisdiction, same shall be deemed severable.

This Agreement may be amended in writing when approved by two-thirds of the legislative bodies of the Member Municipalities and executed as provided for by law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
KALAMAZOO WATER AND WASTEWATER COMMISSION**

This Intergovernmental Agreement (hereinafter "Agreement") is made pursuant to the Urban Cooperation Act, MCL 124.501. The parties to this Agreement shall participate in the Kalamazoo Water and Wastewater Commission (hereinafter "Commission") under the following terms and conditions:

1. **Member Municipalities:**

The parties to this Agreement (hereinafter "Member Municipalities") are each a governmental entity that purchases or may, in the future, purchase water and/or wastewater services from the City of Kalamazoo. The Member Municipalities are specifically identified as:

1. Alamo Township (Non-Voting Member)
2. Brady Township (Voting Member)
3. Charleston Township (Voting Member)
4. Comstock Township (Voting Member)
5. Cooper Township (Voting Member)
6. Kalamazoo Township (Voting Member)
7. Oshtemo Township (Voting Member)
8. Pavilion Township (Voting Member)
9. Richland Township (Voting Member)
10. Ross Township (Voting Member)
11. Schoolcraft Township (Voting Member)
12. Schoolcraft Village (Non-Voting Member)
13. Texas Township (Voting Member)

A governmental entity may apply to The Commission to become a Member Municipality. Governmental entities may be added as Member Municipalities by 2/3 vote of the Voting Members of The Commission. Each governmental entity seeking to become a Member Municipality must:

- (i) Agree to be bound by the terms and conditions of this Agreement.

- (ii) Approve and ratify the terms and conditions of this Agreement through resolution of its governing body.
- (iii) Execute a copy of this Agreement by an officer or official authorized to bind the governmental entity.

2. **Purpose:**

The purpose of this Agreement is to enable the Member Municipalities to:

- (i) Plan, coordinate, negotiate, and implement agreements for water and wastewater services.
- (ii) Own, operate, maintain and control water and wastewater collection, transportation, distribution, purification, and treatment facilities.
- (iii) Review, analyze, organize and distribute information regarding water and wastewater services, rates, costs and charges.
- (iv) Perform all other related functions and purposes deemed necessary and/or appropriate by The Commission.

3. **Duration of Agreement:**

This Agreement shall terminate on January 30, 2061 unless extended by a 2/3 vote of the Voting Members of The Commission. Any extension of this Agreement shall be in writing and signed by the Member Municipalities to be bound.

Member Municipalities may withdraw from The Commission by providing written notice to The Commission six (6) months before the effective date of withdrawal.

Neither the termination of this Agreement nor the withdrawal of any Member Municipality from The Commission shall affect or impair the rights and/or obligations of the Member Municipalities in any existing contract, lease or agreement.

4. **The Commission:**

A. **Office:**

The principal office of The Commission shall be located at: 1720 Riverview Drive, Kalamazoo, MI 49004-1099.

The Commission may, from time to time, meet in other locations and

shall post notice of each meeting place accordingly.

**B. General Powers:**

The Commission shall have all those general rights, powers and authorities granted to it under the Urban Cooperation Act and state law. The specifically enumerated rights, powers and authority specified in this Agreement shall not be deemed a limitation on the general rights, powers and authorities granted to The Commission except as otherwise specifically expressed.

**C. Specific Powers:**

The Commission may negotiate contracts for water and wastewater services and for the operation and/or maintenance of water and wastewater facilities and systems. However, no individual Member Municipality will be bound by these contracts unless that Member Municipality agrees in writing and the contract is approved and/or ratified by its governing body.

The Commission may recommend rules, regulations, policies and procedures for the installation, operation, maintenance and administration of water and wastewater facilities and systems.

The Commission may obtain and disseminate information regarding water and wastewater rates, charges, expenses and costs of service.

The Commission shall appoint the members and alternate members of the Utility Policy Committee as described in the Water Service Agreement with the City of Kalamazoo. The members of the Utility Policy Committee shall meet, vote, retain consultants, perform all functions, and carry out all authority provided to/for

the Utility Policy Committee as described in the Water Service Agreement with the City of Kalamazoo.

D. **Fiscal Year:**

The Commission shall establish its fiscal year by Resolution.

E. **The Commissioners:**

The Commission shall be made up of one (1) Commissioner or Alternate Commissioner from each of the Member Municipalities who shall be an elected official of the Member Municipalities governing body. Within 60 days from the effective date of this Agreement, Commissioners shall meet for the purpose of organization. At such organizational meeting the Commission shall select a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, or combined Secretary/Treasurer, who shall be members of the Commission. Such officers shall serve until the first meeting of the following year, which shall be held within 90 days following the close of each fiscal year as may be established from time-to-time by the Commission. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified herein. In case of temporary absence or disability of an officer, the Commission may appoint another Commission member to act in his or her stead, except that in the event of a temporary absence or disability of the Chairperson, then the Vice-Chairperson shall so act.

The Commissioners may be compensated in such amounts as shall be established from time-to-time by the Commission. Each Commissioner shall be

entitled to reimbursement for all expenditures made by him/her in carrying out his/her official duties, subject to approval by the Commission.

F. **Voting Rights:**

Member Municipalities shall be designated as "voting members" and "non-voting members". Those Member Municipalities who have public water and/or wastewater connections with the City of Kalamazoo shall be designated as "voting members". Those Member Municipalities without public water or wastewater connections to the City of Kalamazoo shall be "non-voting members".

Each voting Member Municipality shall be entitled to one vote which may be exercised only when that member's designated elected official (Commissioner or Alternate Commissioner) is in attendance at a regularly scheduled or special meeting of the Commission. Non-voting members shall not be entitled to vote.

Each voting Member Municipality shall pay a full membership fee and annual dues for voting members as established by resolution of the Commission.

Each non-voting Member Municipality shall pay a partial membership fee and annual dues for non-voting members as established by resolution of the Commission.

G. **Commission Meetings:**

Regular meetings of the Commission shall be held at least 4 times each calendar year at such time and place as shall be prescribed by Resolution of the Commission. All meetings shall be subject to the Open Meetings Act, and special meetings of the Commission may be called by the Chairperson, or by any four (4) Commissioners by serving written notice of the time, place and purpose thereof

upon each Commissioner personally, or by leaving it at his/her place of residence at least 24 hours in advance of such meeting, or by first class mail at least 72 hours prior to the meeting. Special meetings of the Commission at which all Commissioners are present, or where absent members have been duly notified, shall be deemed to be valid though no written notice thereof may have been given as above specified.

H. **Quorum and Majority Vote:**

A majority of the voting Member Municipalities shall constitute a quorum except as otherwise expressly provided for herein, a vote of a Majority of the voting Member Municipalities present in a Commission meeting in which a quorum is present shall be required for passage of any Commission action. The Commission shall have the right to adopt rules and bylaws governing its procedures which are not in conflict with any terms of any statute. The Commission secretary shall keep and sign an official journal of its proceedings.

I. **Dues:**

The Commission shall collect and deposit dues and other receipts into depository accounts as may be designated by the Commission from time to time. All checks and payments disbursed shall be signed by at least two Full Members of the Commission as designated by the Commission. The officers of the Commission and other Commissioners may have other such powers and duties as may be conferred upon them by the Commission. The Commission shall prepare, adopt, and present for information purposes to the legislative bodies of the Member Municipalities an annual budget covering the proposed expenditures to be made

for the organizing and operation of the Commission. The Commission shall prepare an annual independent audit of its finances after its first full fiscal year and every year thereafter for presentation to the Commission and distribution to the legislative bodies of each Member Municipality.

J. **Employees and Consultants:**

The Commission may retain and/or employ such personnel, employees, consultants, and legal counsel as it may consider desirable from time-to-time to assist the Commission in carrying out its goals and objectives.

K. **Amendments to Agreement:**

The Commission may recommend amendments to this Agreement from time-to-time which shall be effective when approved by two-thirds of the legislative bodies of the Member Municipalities.

L. **Contracts:**

The Commission may perform duties and obligations as may be enumerated in contracts with Member Municipalities or with Non-Member Municipalities.

M. **Revenues:**

Revenues of the Commission may be used for any purpose approved by the Commission consistent with the exercise by the Commission of its powers and consistent with the provisions of contracts between the Commission and any Member or Non-Member Municipality.

N. **Studies and Planning:**

The Commission shall have the power to undertake studies on behalf of some or all the Member Municipalities to assist them in planning, coordinating, operating, and maintaining water and wastewater collection, distribution and treatment facilities.

O. **Property Ownership:**

The Commission may acquire, own, operate, lease and sell real or personal property necessary for the performance of its purposes consistent with its financial resources and as approved by the Commission. The Commission may accept donations of property to be used for its purposes.

P. **Insurance:**

The Commission shall always have in effect adequate insurance to respond to liabilities that may be incurred through performance of its purposes.

Q. **Distribution of Funds:**

Upon dissolution of the Commission, the funds and assets of the Commission shall be divided among the Member Municipalities in proportion to the Membership Fees paid by each of them for the fiscal year during which dissolution occurs.

R. **Services to the Commission:**

Any Member Municipality may provide services to the Commission as agreed upon by the legislative body of the Member Municipality and the Commission.





APPENDIX A

**THIRD ~~SECOND~~ AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT  
KALAMAZOO WATER AND WASTEWATER COMMISSION**

This Intergovernmental Agreement (hereinafter "Agreement") is made pursuant to the Urban Cooperation Act, MCL 124.501. The parties to this Agreement shall participate in the Kalamazoo Water and Wastewater Commission (hereinafter "Commission") under the following terms and conditions:

1. **Member Municipalities:**

The parties to this Agreement (hereinafter "Member Municipalities") are each a governmental entity that purchases or may, in the future, purchase water and/or wastewater services from the City of Kalamazoo. The Member Municipalities are specifically identified as:

1. Alamo Township (Non-Voting Member)
2. Brady Township (Voting Member)
3. Charleston Township (Voting Member)
- ~~4. Climax Village (Non-Voting Member)~~
- ~~5.4.~~ Comstock Township (Voting Member)
- ~~6.5.~~ Cooper Township (Voting Member)
- ~~7.6.~~ Kalamazoo Township (Voting Member)
- ~~8.7.~~ Oshtemo Township (Voting Member)
- ~~9.8.~~ Pavilion Township (Voting Member)
- ~~10.9.~~ Richland Township (Voting Member)
- ~~11. Richland Village (Voting Member)~~
- ~~12.10.~~ Ross Township (Voting Member)
- ~~13.11.~~ Schoolcraft Township (Voting Member)
- ~~14.12.~~ Schoolcraft Village (Non-Voting Member)
- ~~15.13.~~ Texas Township (Voting Member)

A governmental entity may apply to The Commission to become a Member Municipality. Governmental entities may be added as Member Municipalities by 2/3 vote

of the Voting Members of The Commission. Each governmental entity seeking to become a Member Municipality must:

- (i) Agree to be bound by the terms and conditions of this Agreement.
- (ii) Approve and ratify the terms and conditions of this Agreement through resolution of its governing body.
- (iii) Execute a copy of this Agreement by an officer or official authorized to bind the governmental entity.

2. **Purpose:**

The purpose of this Agreement is to enable the Member Municipalities to:

- (i) Plan, coordinate, ~~and negotiate,~~ and implement agreements for water and wastewater services.
- (ii) Own, operate, maintain and control water and wastewater collection, transportation, distribution, purification, and treatment facilities.
- (iii) Review, analyze, organize and distribute information regarding water and wastewater services, rates, costs and charges.
- (iv) Perform all other related functions and purposes deemed necessary and/or appropriate by The Commission.

3. **Duration of Agreement:**

This Agreement shall terminate on ~~May 1, 2030~~ January 30, 2061 unless extended by a 2/3 vote of the Voting Members of The Commission. Any extension of this Agreement shall be in writing and signed by the Member Municipalities to be bound.

Member Municipalities may withdraw from The Commission by providing written notice to The Commission six (6) months before the effective date of withdrawal.

Neither the termination of this Agreement nor the withdrawal of any Member Municipality from The Commission shall affect or impair the rights and/or obligations of the Member Municipalities in any existing contract, lease or agreement.

4. **The Commission:**

A. **Office:**

The principal office of The Commission shall be located at: 1720 Riverview Drive, Kalamazoo, MI 49004-1099.

The Commission may, from time to time, meet in other locations and shall post notice of each meeting place accordingly.

**B. General Powers:**

The Commission shall have all those general rights, powers and authorities granted to it under the Urban Cooperation Act and state law. The specifically enumerated rights, powers and authority specified in this Agreement shall not be deemed a limitation on the general rights, powers and authorities granted to The Commission except as otherwise specifically expressed.

**C. Specific Powers:**

The Commission may negotiate contracts for water and wastewater services and for the operation and/or maintenance of water and wastewater facilities and systems. However, no individual Member Municipality will be bound by these contracts unless that Member Municipality agrees in writing and the contract is approved and/or ratified by its governing body.

The Commission may recommend rules, regulations, policies and procedures for the installation, operation, maintenance and administration of water and wastewater facilities and systems.

The Commission may obtain and disseminate information regarding water and wastewater rates, charges, expenses and costs of service.

The Commission shall appoint the members and alternate members of the Utility Policy Committee as described in the Water Service Agreement with the City

of Kalamazoo. The members of the Utility Policy Committee shall meet, vote, retain consultants, perform all functions, and carry out all authority provided to/for the Utility Policy Committee as described in the Water Service Agreement with the City of Kalamazoo.

D. **Fiscal Year:**

The Commission shall establish its fiscal year by Resolution.

E. **The Commissioners:**

The Commission shall be made up of one (1) Commissioner or Alternate Commissioner from each of the Member Municipalities who shall be an elected official of the Member Municipalities governing body. Within 60 days from the effective date of this Agreement, Commissioners shall meet for the purpose of organization. At such organizational meeting the Commission shall select a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, or combined Secretary/Treasurer, who shall be members of the Commission. Such officers shall serve until the first meeting of the following year, which shall be held within 90 days following the close of each fiscal year as may be established from time-to-time by the Commission. No appointment to the Commission and no selection of an officer of the Commission shall be deemed to be invalid because it was not made within or at the time specified herein. In case of temporary absence or disability of an officer, the Commission may appoint another Commission member to act in his or her stead, except that in the event of a temporary absence or disability of the Chairperson, then the Vice-Chairperson shall so act.

The Commissioners may be compensated in such amounts as shall be established from time-to-time by the Commission. Each Commissioner shall be entitled to reimbursement for all expenditures made by him/her in carrying out his/her official duties, subject to approval by the Commission.

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Each voting Member Municipality shall be entitled to one vote which may be exercised only when that member's designated elected official (Commissioner or Alternate Commissioner) (~~Commissioner or Alternate Commissioner~~) is in attendance at a regularly scheduled or special meeting of the Commission. Non-voting members shall not be entitled to vote.

Each voting Member Municipality shall pay a full membership fee and annual dues for voting members as established by resolution of the Commission.

Each non-voting Member Municipality shall pay a partial membership fee and annual dues for non-voting members as established by resolution of the Commission.

G. **Commission Meetings:**

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H. **Quorum and Majority Vote:**

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M. **Revenues:**

Revenues of the Commission may be used for any purpose approved by the Commission consistent with the exercise by the Commission of its powers and



consistent with the provisions of contracts between the Commission and any Member or Non-Member Municipality.

N. **Studies and Planning:**

The Commission shall have the power to undertake studies on behalf of some or all the Member Municipalities to assist them in planning, coordinating, operating, and maintaining water and wastewater collection, distribution and treatment facilities.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
KALAMAZOO WATER AND WASTEWATER COMMISSION**

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2. **Purpose:**

The purpose of this Agreement is to enable the Member Municipalities to:

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The Commission may retain and/or employ such personnel, employees, consultants, and legal counsel as it may consider desirable from time-to-time to assist the Commission in carrying out its goals and objectives.

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Any Member Municipality may provide services to the Commission as agreed upon by the legislative body of the Member Municipality and the Commission.



# Memorandum



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter  
**Date:** December 4, 2020  
**Subject:** Proposed Public Water Service Ordinance Amendment – Modifies Ordinance Nos. 208, 508, and 620

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## **OBJECTIVE**

To amend the Oshtemo Township Public Water Service Ordinance to remove any reference to mortgage agreements in Ordinances 208, 508, and 620 and to refer only to installment payment agreements.

## **BACKGROUND**

The Board adopted Ordinance No. 208 (Oshtemo Wastewater Service Ordinance) on February 19, 1985; Ordinance No. 508 (Public Water Service Ordinance) on November 24, 2009; and Ordinance 620 (Public Sanitary Sewer Hardship Financing or Deferment Ordinance) on April 28, 2020. These Ordinances now require amendment to remove the term “mortgage” as indicated in the proposed Ordinance.

## **INFORMATION PROVIDED**

Attached for the Board’s review is a copy of the proposed Ordinance Amendment.

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

To adopt the amendment to the Township’s Wastewater Service Ordinance No. 208, as amended.

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

Adopted: \_\_\_\_\_, 2020

Effective: \_\_\_\_\_, 2020

OSHTEMO CHARTER TOWNSHIP ORDINANCE

This Ordinance amends Compiled Section 231.000, Ordinance No. 508, being the Oshtemo Charter Township Public Water Service Ordinance, adopted on November 24, 2009; Compiled Section 232.00, Ordinance No. 208, being the Oshtemo Charter Township Wastewater Service Ordinance, adopted on February 19, 1985, as amended; Compiled Section 233.000, Public Sanitary Sewer Hardship Financing or Deferment Ordinance, adopted on April 28, 2020; and repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO

KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I. AMENDMENT OF COMPILED SECTION 231.002 CONNECTIONS TO THE PUBLIC WATER MAINS; PRIVATE SERVICE CONNECTIONS; SERVICE FEES AND CHARGES. Section 231.002 is

hereby amended to read as follows:

**231.002 Connections to the public water mains; private service connections; service fees and charges.**

Sec. 2.

- A. Water main connection. Owners or occupants desiring to connect any premises to a public water main for public water service shall apply for the same on a form approved by the Township Director of Public Works and pay a water main connection fee, the amount of such water main connection fee to be determined by the Township Board from time to time. The term "water main connection fee" as used in this Ordinance pertains to a charge for the privilege of connecting to the water main and the cost of providing such service in the public right-of-way and does not pertain to the construction cost of such private water service connection. In lieu of paying the full water main connection fee prior to connecting to the public water system, a property owner shall have the option of entering into ~~an a~~ **Water Connection** Installment Payment ~~Mortgage~~ Agreement with the Township (in a form approved by the Township Board) for the payment of such fee over a limited period of years.
- B. Private water service connection. Owners or occupants desiring a private water service connection shall apply for the same on a form approved by the Township Director of Public Works and pay a private water service connection fee, the amount of such private water service connection fee to be determined by the Township Board from time to time. The term "private water service connection fee" as used in this Ordinance pertains to a charge for connecting the owner(s) or occupant(s) premises to the public water main.
- C. User fees and charges. All those properties connected to public water shall be subject to payment of such user rates and charges as shall from time to time be determined by the City of Kalamazoo and/or Township Board.

SECTION II. AMENDMENT OF COMPILED SECTION 232.007 CONNECTIONS

TO PUBLIC SANITARY SEWER SYSTEM. Section 232.007 is hereby

amended to read as follows:

**232.007 Connections to public sanitary sewer system.**

Sec. 7.

- A. Connection Charge. Owners or occupants desiring to connect any premises to public sanitary sewer lines for public wastewater service shall apply for the same on a form approved by the Township Director of Public Works and pay a connection charge, the amount of such connection charge to be determined by the Township Board from time to time. The amount of the connection charge shall be in the discretion of the Township Board but shall approximate the amount a connector would have paid on a benefit assessment basis had his property been included in a sanitary sewer special assessment district created for the purpose of financing the project. The term "connection charge" as used in this Ordinance pertains to a charge for the privilege of connecting the premises to a sanitary sewer line and does not pertain to the construction cost of such connection. In lieu of paying the full connection charge prior to connecting to the public sanitary sewer system, a property owner shall have the option of entering into ~~an~~ a Sewer Connection Installment Payment ~~Mortgage~~ Agreement with the Township (in a form approved by the Township Board) for the payment of such charge over a limited period of years.
- B. Permits. Permits for connection with sanitary sewers shall be issued by such person as shall be designated by the Director. Such a permit shall not be issued until all assessments due and the charge for sewer connections has been paid and until the Director has determined that there is capacity available for the wastewater to be discharged in all downstream sewers, lift stations, force mains, and compatible wastes.
- C. Compatibility Study. The Director may require from any proposed user or from any existing user who is altering the composition of the wastewater, a compatibility study to demonstrate to the satisfaction of the Director that the wastewater to be discharged is compatible with the existing

wastewater system and will not adversely affect the wastewater system. Such study shall be at the expense of the user.

SECTION III. AMENDMENT OF COMPILED SECTIONS 233.003 DEFINITIONS; 233.004 QUALIFYING STANDARD FOR HEARDSHIP FINANCING OR HARDSHIP DEFERMENT; 233.006 DETERMINATION OF ELIGIBILITY; AND 233.007 CONNECTION; COSTS; LIEN. Sections

233.003, 233.004, 233.006 and 233.007 are hereby amended to read as follows:

**233.003 Definitions.**

Sec. III.

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

**Deferment**

The postponement of all or a part of the annual mortgage payment owed to the Township on ~~an~~ a Sewer Connection Installment Payment ~~Mortgage~~ Agreement ~~for Sewer~~ or a delay in connecting to the public sanitary sewer.

**Premise**

Any lot, parcel, building site from which contains a building from which sanitary sewer originates for which sewer services are available and required by law to be served.

**Private Plumbing Expense**

The estimated cost of the installation of all necessary sewage disposal facilities on the property of the applicant or Property Owner(s) for hardship. It means and includes any person who has a legal, possessory interest in a lot, parcel or



building site, which interest includes the legal obligation to assume the expenses of sewer connection expense charges.

### **Property Owner(s) Hardship**

Those Property Owner(s) falling below the income and asset limits set forth in Section IV of this Ordinance.

### **Sewer System Connection Fees**

The connection fees charged by Oshtemo Charter Township.

### **Sanitary Sewer System**

Any municipally operated sewage collection system serving premises within Oshtemo Charter Township.

## **233.004 - Qualifying Standards for Hardship Financing or Hardship Deferment.**

### **Sec. IV.**

- A. Application Limitations. Before submitting an application for hardship financing or deferment, each Property Owner(s) must demonstrate that they do not qualify for assistance from the State of Michigan under the Deferment of Special Assessments on Homesteads Act at 225 of 1976 or under the USDA 504 Home Repair Program or the USDA 502 Home Repair Program. Any assistance received under the above-listed Programs will not count toward the asset limitations of the Township Hardship Programs or prohibit a Property Owner who otherwise qualifies for the Township Programs from access to the hardship financing or hardship deferment as set forth below.
- B. Hardship Financing. Property Owner(s) in Oshtemo Charter Township may enter into ~~an~~ a Sewer Connection Installment Payment Mortgage Agreement to finance their connection fees as provided in the Wastewater Services Ordinance, No. 208. In addition to the Property Owner(s)' right to enter into ~~an~~ a Sewer Connection Installment Payment Mortgage

Agreement under Ordinance No. 208, the following individuals may request that the Private Plumbing Expenses be paid for by the Township and added to the **Sewer Connection** Installment Payment **Mortgage** Agreement and be financed upon the same terms and the same interest rate offered under Ordinance No. 208, provided the Property Owner(s) meet the following income and assets limitations:

1. Income Limitation. Property Owner(s) whose family income is at or below \$34,999.00, for the year at issue.
  2. Asset Limitation. In addition to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted. Property Owner(s) with assets in excess of \$20,000 may not be eligible for hardship financing.
- C. Hardship Deferments. Property Owner(s) who enter into ~~an~~ a **Sewer Connection** Installment Payment **Mortgage** Agreement, pursuant to Ordinance No. 208, may qualify for a Deferment provided they meet the following Income and Asset limitations set forth below.
1. Income Limitation. Property Owner(s) whose family income is at or below \$49,999.00, for the year at issue.
  2. Asset Limitation. In addition, to the Income Limitations requirements, an asset test considering all assets owned by the applicant, other than the applicant's house, vehicle, and household goods, will be used in determining whether relief should be granted. Property Owner(s) with assets in excess of \$20,000 may not be eligible for a hardship deferment.
- D. Extraordinary Circumstances Warranting Deferment or Delay in Connection. Those Property Owner(s) who do not qualify under the above provisions may request consideration, based upon extraordinary circumstances, for deferment or delay in the connection to the public sanitary sewer system. The extraordinary circumstances which would be considered by the Hardship Advisory Review Committee would be items such as or similar to the following: death of a spouse; extraordinary medical expenses; recent home purchase (less than two years); bankruptcy; extreme debt impacting household disposable income, extreme difficulty in connecting to the public sanitary sewer system; etc.

Those Property Owner(s) who believe they might qualify under the standards set forth herein may file an application as set forth in Section V below.

- E. Funding Limitation. The granting of hardship financing or deferment under this Ordinance is subject to availability of funds in the hardship revolving fund as set forth in Sec. IX below.

### **233.006 - Determination of Eligibility**

#### **Sec. VI.**

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

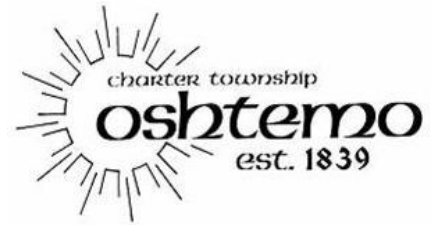
**233.007 - Connection; Costs: Lien**

**Sec. VII.**

- A. In the event an Owner is accepted for hardship financing or deferment, the Township will effectuate connection to the public sanitary sewer system. The Public Works Director will ascertain the sewer connection fees and/or private plumbing expense to connect the premises to the system. The Public Works Director will determine whether the physical connection is to be accomplished by a licensed sewer contractor or by the agencies and employees of the City. The Township reserves to itself the sole and exclusive right to make or alter its designation as made herein previous to the commencement of the physical connection. Prior to the connection, the Owner shall execute ~~an~~ a Sewer Connection Installment Payment Mortgage Agreement ~~for Sewer~~ with the Township for financing or possible deferred payment payable on or before death, or in any event, on the sale or transfer of the property.
- B. The Sewer Connection Installment Payment Mortgage Agreement shall also include annual interest on the balance of such indebtedness to the Township at the rate set by the Board in Ordinance No. 208, commencing the date of the execution of documents of indebtedness.
- C. The Property Owner(s) shall also be responsible for costs of recording the Sewer Connection Installment Payment Mortgage Agreement. Such costs shall be added to the amount due and owing upon the Installment Payment Mortgage Agreement to be executed by the Owner of the premises.

SECTION IV. This Ordinance shall take effect upon publication. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



# Memorandum

**Date:** December 2, 2020  
**To:** Oshtemo Charter Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Subject:** Amended 2021 Fees for Public Utility Connections

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## **Objective:**

Board adoption of attached resolution to provide 2021 fee adjustments for public water and public sanitary sewer utility connections.

## **Discussion:**

The Public Works Department, with guidance of the Capital Improvements Committee (CIC) of Oshtemo, annually reviews utility connection fees and recommends fee adjustments to the Board as appropriate. Since inception of public sewer service in Oshtemo Township, connection fees have been based upon professional engineering estimates of the construction costs for service extensions into a typical residential neighborhood. This metric allows the capital cost to be principally born by those who benefit from the utility extension.

Sewer connections fees were held constant through 2018 and 2019 while the Board worked through the finance challenge associated with a community need to expand public sanitary sewer service. A fundamental goal being the exploration of ways to make connection costs more affordable. An early decision was that the 2018 rate-freeze would be applied to the planned Phase 1 & 2 expansion areas proposed to receive public sewer service in 2021/2022.

On November 17, Oshtemo's engineering consultant (Prein&Newhof) presented an cost evaluation to the CIC Committee, which included recommended connection fee adjustments for 2021. Prein&Newhof's recommendations were based upon actual construction costs in 2020 within similar SW Michigan communities. Fleis&Vandenbrink also participated in this fee review due to their senior role with the USDA sewer project and the bid prices of the Phase 1 sewer project. Upon review and discussion, the CIC Committee did unanimously endorse the proposed fee adjustments (see enclosed), and the CIC membership did unanimously recommend that the fees be submitted to the Township Board for Board for consideration and approval.

## **Important Considerations:**

1. These rates apply only to new connections or new construction.

2. Since most plat and subdivisions have developer-built water/sewer extensions, parcel connection fees are typically liable only for the Benefit Use Charge. (BU sewer charge for 2021 is unchanged; for water BU there is a \$200 increase.)
3. Properties affected by the mandatory sewer connection policy have been noticed at the 2018 sewer rates. These rates are being honored during the Township's Covid-19 grace period. This grace period is proposed to be extended through August 2021. For owners which elect the sewer installment payment option, the first payment will be due with Winter Taxes in February 2022. (Parcels failing to comply with the connection requirement during this grace period shall be charged current effective rates.)
4. Public Sewer extensions financed by project-based bonds/loans (such as proposed Phase 1 & 2, should any proceed) shall have project-based charges and connection fee to be determined by the Board. (Project-based fees and Oshtemo provided homeowner financing shall be determined by the Board, based upon financing obtained by the Township.)

**CIC Recommended Rate Adjustments**

The Capital Improvements Committee recommends the following rate changes:

**2021 Sewer Fees** (if not otherwise determined by the above projects)

- Revise front foot fee from \$30/ft to \$50/ft.
- Revise lineal foot fee (interior, cross country) from \$90/ft to \$105/ft.
- Revise parcel fee (connection) from \$7,500 to \$10,000.

**2021 Water Fees**

- Revise the front foot fee from \$55/ft to \$65/ft.
- Revise lineal foot fee (interior, cross country) from \$80/ft to \$85/ft.
- Revise the water benefit fee from \$800 per benefit unit to \$1000.00 per benefit unit.

**Scribner's Error**

Subsequent to the CIC meeting, staff did identify a user "class" omission which is present in the water usage tables but not present in the existing sewer usage tables. The staff recommended this be corrected by adding the following class to the Sewer Fees:

Connected Use or Activity	Benefit Units	Benefit Use Factor
Clinic (medical or dental)	1.00	Per premise plus 0.5 per 500 square feet

**Attachments:**

1. *Board Resolution, Amended and Restated Sewer Connection Fees (2021).*
2. *Board Resolution, Amended and Restated Water Connection Fees (2021).*
3. Rate Analysis by Prein&Newhof:
  - a. Front Foot Basis (Plat/frontage)
  - b. Cross County Basis (parcel interior/lineal)

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

**AMENDED AND RESTATED SEWER MAIN CONNECTION CHARGES**

**EFFECTIVE: ~~JANUARY 28, 2020~~     January 1, 2021**

**I.**

**CONNECTION FEE - BENEFIT FEE**

1. All property connecting to a public sewer shall pay a fee at time of connection.
2. Charges for connection to public sanitary sewers shall be as follows:

FOR PROPERTIES ABUTTING SEWER MAINS PAID FOR BY THE TOWNSHIP OR BY A PRIVATE DEVELOPER (OUTSIDE APPROVED DEVELOPMENT BOUNDARIES)

- A. ~~\$30.00~~<sup>50.00</sup> per front foot of sewer in the road right-of-way\*.
- B. ~~\$90.00~~<sup>105.00</sup> per lineal foot of interior sewer main not within a road right-of-way (measured along the center line of main).
- C. ~~\$7,500~~<sup>10,000</sup> per parcel, or lot, or building site.\*
- D. \$2,000 per benefit unit. (See Section IV).

\* Per parcel fee is not applicable for case I.2.B., interior sewer main.

Assessable front foot charges for private single and two-family residential properties with only one residential building thereon shall only be charged for the first 200 feet of assessable frontage. All other commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.



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

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

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

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



II.

**DEVELOPER CONSTRUCTION CONTRACT / SEWER  
MAIN EXTENSION AGREEMENT**

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

- CI. The developer shall furnish the Township a hard copy and digital copy plan and profile set of as-constructed drawings, prepared to scale where one inch (1") equals forty feet (40') horizontal and four feet (4') vertical. Digital copies shall be provided in Autocad (.dwg) or (.dxf) format. **The Township Engineer will collect Global Positioning System (GPS) data for inclusion in the Township's Geographic Information System (GIS).**
  - CII. The Township shall collect from property owners for all properties connecting to the sewer main extension constructed by the developer, other than parcels, lots and building sites within the approved development boundaries, the appropriate fees and charges and, pursuant to a written agreement with the developer, will refund to the developer 80% of the parcel, lot or building site and front foot fees (if any) collected during the ten-year period following completion of construction. The amount of the refund, however, shall in no case exceed the total construction cost for that portion of sewer mains serving properties outside the approved development boundaries.
- 2. All sewer main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property. All sewer leads shall be extended to the easement or roadway right-of-way line.

### III.

#### **USER / DEBT SERVICE FEES**

- 1. Monthly or quarterly use and/or debt service charges shall be billed to each customer connected to the public sewer system by the City of Kalamazoo in conjunction with the customer's water bill as metered at the customer's private water supply in accordance with the Sanitary Sewage Disposal Agreement between the Charter Township of Oshtemo and the City of Kalamazoo dated October 8, 1984. Such charges to be established by resolution of the Township Board.

IV.

**BENEFIT FEE**

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer - New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall
Auto Wash (Mechanical - over 10 gallons per car - recycled)	5.00	Per stall or production line including approach and drying area
Auto Wash (Mechanical - over 10 gallons per car - not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities - recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities - trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet

Clinic (medical or dental)

1.00

Per premise plus 0.5 per 500 square feet

Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom
Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet
Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)		Based on metered sewage flow (see paragraphs 4 and 5 of this Section)
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit
Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule
Multiple-family residence		

Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence - other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities - no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities - with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet
Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet
Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet

School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels
Warehouse and storage	0.2	Per 1,000 square feet

2. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.
3. In no event shall a connected use or activity be charged less than one (1) benefit unit.
4. Connection of property used or proposed to be used for industrial purposed shall be charged a connection charge based upon the sewage treatment demand of the industry, and including the quantity and quality of effluent as determined by the Township Engineer in consultation with the industry and the Supervisor or his or her designee prior to connection to the public sewer. As a guide in the foregoing determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable where unusual pollutants are not involved shall constitute one (1) benefit unit.
5. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
6. All prior resolutions are hereby repealed.

V.

ANNUAL REVIEW

These fees are to be reviewed annually.



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

**AMENDED AND RESTATED WATER CONNECTION FEES**

**EFFECTIVE: ~~FEBRUARY 11, 2020~~ January 1, 2021**

I.

**CONNECTION FEES**

**A. Public Water Main Connection and Benefit Fees.**

1. All property connecting to a public water main shall pay a water main connection Fee unless the property has been assessed as part of a water main special assessment district or is part of a development wherein the developer paid the full cost of water main installation, in which case, there shall be no water main connection fee charged.
2. The public water main connection fee is to be calculated as follows:
  - a. Assessable front foot ~~\$55.00~~ 65.00
  - b. Lineal foot (measured along center line of main) ~~\$80.00~~ 85.00
  - c. Boring under existing road, additional hydrant to existing main, topsoil, and surface restoration as required Actual Cost + 15%
  - d. Assessable frontage and lineal foot charges shall only be collected for the first 200 feet\* for private single and two-family residential properties with only one residential building thereon.

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



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

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

B. Water Service Connections and Connection Fees.

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

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

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

II.

USER FEES

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

III.

BENEFIT UNIT CHARGES

- A. Benefit Unit Charges. Each benefit unit charge shall be ~~\$800.00~~ <sup>\$1000.00</sup> and the number of benefit units to be charged for each connection shall be determined by the following Benefit Unit Schedule:

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

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

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

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

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

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



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

#### IV.

### **REGULATIONS APPLYING TO SERVICE CONNECTIONS**

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



V.

DEVELOPER CONSTRUCTION CONTRACT / WATER MAIN  
EXTENSION AGREEMENT

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

VI.

ANNUAL REVIEW

These fees are to be reviewed annually.

**Oshtemo Township Sewer & Water Fees: Front Foot**

(both sides assessable;  
typically in ROW of developed lands)

19-Nov-20

**Sanitary Sewer**

Based on recent experience and discussions with local contractors the cost of sanitary sewer construction has been increasing. This is due largely to material cost increases and contractors schedules being full. Additionally, the new RKC specification for road construction has resulted in a road restoration increase of about 30%. A conservative estimate for a plat type street with average depth sewer would be approximately \$320/ft.

	Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200
Project Costs (@ \$320)	\$35,200	\$48,000	\$64,000
Project Revenues (Current Charges)			
Connection Charge	\$7,500	\$7,500	\$7,500
Front Foot Charge	\$30.00	\$3,300	\$4,500
Benefit Unit Charge	\$2,000	\$2,000	\$2,000
Revenues One Side Road (For each home)	\$12,800	\$14,000	\$15,500
Revenues Both Side Road	\$25,600	\$28,000	\$31,000
Project Surplus w/BU	-\$9,600	-\$20,000	-\$33,000
Project Surplus wo/BU	-\$13,600	-\$24,000	-\$37,000

	Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200	
Project Revenues (Proposed Charges )				
Connection Charge	\$10,000	\$10,000	\$10,000	
Front Foot Charge	\$50	\$5,500	\$7,500	
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	
Revenues One Side Road	\$17,500	\$19,500	\$22,000	36.72% Rate Increase
Revenues Both Side Road	\$35,000	\$39,000	\$44,000	
Project Surplus w/BU	-\$200	-\$9,000	-\$20,000	
Project Surplus wo/BU	-\$4,200	-\$13,000	-\$24,000	

**Water**

Based on recent experience and discussions with local contractors the cost of water main construction has continued to rise with the increased cost of Ductile Iron and the contractors schedules as indicated with the sewer costs. A conservative estimate for a plat type street with 8-12 inch water main would be approximately \$150/ft. This analysis does not include service leads.

	Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200
Project Costs (@ \$150)	\$16,500	\$22,500	\$30,000
Project Revenues (Current Charges)			
Front Foot Charge	\$55.00	\$6,050	\$8,250
Benefit Unit Charge	\$800	\$800	\$800
Revenues One Side Road (For each home)	\$6,850	\$9,050	\$11,800
Revenues Both Side Road	\$13,700	\$18,100	\$23,600
Project Surplus w/BU	-\$2,800	-\$4,400	-\$6,400
Project Surplus wo/BU	-\$3,800	-\$5,400	-\$7,400

	Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200	
Project Revenues (Proposed Charges )				
Front Foot Charge	\$65.00	\$7,150	\$9,750	
Benefit Unit Charge	\$1,000	\$1,000	\$1,000	
Revenues One Side Road	\$8,150	\$10,750	\$14,000	19.0% Rate Increase
Revenues Both Side Road	\$16,300	\$21,500	\$28,000	
Project Surplus w/BU	-\$200	-\$1,000	-\$2,000	
Project Surplus wo/BU	-\$2,200	-\$3,000	-\$4,000	

**Oshtemo Township Sewer & Water Fees: Cross Country**

(lineal footage through a parcel;  
typically green space construction)

19-Nov-20

**Sanitary Sewer**

Based on recent experience and discussions with local contractors the cost of sanitary sewer construction has been increasing. This is due largely to material cost increases and contractors schedules being full. A conservative estimate for a cross country run with average depth sewer would be approximately \$120/ft.

		Project Area With Lot Depths of: 110	Project Area With Lot Depths of: 150	Project Area With Lot Depths of: 200	
Project Costs (@ \$120)		\$13,200	\$18,000	\$24,000	
Project Revenues (Current Charges)					
Connection Charge	\$0	\$0	\$0	\$0	
Lineal Foot Charge	\$90.00	\$9,900	\$13,500	\$18,000	
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000	
Revenues		\$11,900	\$15,500	\$20,000	
Project Surplus w/BU		-\$1,300	-\$2,500	-\$4,000	
Project Surplus wo/BU		-\$3,300	-\$4,500	-\$6,000	
Project Revenues (Proposed Charges )					
Connection Charge	\$0	\$0	\$0	\$0	
Lineal Foot Charge	\$105.00	\$11,550	\$15,750	\$21,000	
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000	
Revenues		\$13,550	\$17,750	\$23,000	13.87% Rate Increase
Project Surplus w/BU		\$350	-\$250	-\$1,000	
Project Surplus wo/BU		-\$1,650	-\$2,250	-\$3,000	

**Water**

Based on recent experience and discussions with local contractors the cost of water main construction has continued to rise with the increased cost of Ductile Iron and the contractors schedules as indicated with the sewer costs. A conservative estimate for a cross country run with 8-12 inch water main would be approximately \$110/ft. This analysis does not include service leads.

		Project Area With Lot Depths of: 110	Project Area With Lot Depths of: 150	Project Area With Lot Depths of: 200	
Project Costs (@ \$110)		\$12,100	\$16,500	\$22,000	
Project Revenues (Current Charges)					
Lineal Foot Charge	\$80.00	\$8,800	\$12,000	\$16,000	
Benefit Unit Charge (assume 3-likely business)	\$800	\$2,400	\$2,400	\$2,400	
Revenues		\$11,200	\$14,400	\$18,400	
Project Surplus w/BU		-\$900	-\$2,100	-\$3,600	
Project Surplus wo/BU		-\$1,700	-\$4,500	-\$6,000	
Project Revenues (Proposed Charges )					
Lineal Foot Charge	\$85.00	\$9,350	\$12,750	\$17,000	
Benefit Unit Charge (assume 3-likely business)	\$1,000	\$3,000	\$3,000	\$3,000	
Revenues		\$12,350	\$15,750	\$20,000	10.3% Rate Increase
Project Surplus w/BU		\$250	-\$750	-\$2,000	
Project Surplus wo/BU		-\$750	-\$1,750	-\$3,000	



# Memo



**To:** L. Heiny-Cogswell, Township Supervisor & Oshtemo Township Board  
**From:** M. Barnes, Fire Chief  
**Date:** December 1, 2020  
**Re:** Station Alerting System Failure - Emergency Purchase Recommendation

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## Objective

To replace and upgrade the failing fire station alerting systems. This is a mission critical device that verbally and visually alerts firefighters to all responses 24/7 as well as providing lighted paths during night operations.

## Background

Per my introductory memo of 11/18/2020, the response alerting system at Station 5-1 (W. Main) has become unreliable. The most recent failure delayed an emergency response by the on-duty crew. Although in-house members have since been able to revive it, this electronic device has outlived a reasonable life cycle as it approaches 30-years *circa*. Further investigation has found that Station 5-2 (S. 6<sup>th</sup> Street) is also neighboring on a life of 20-years.

Our department's internal technology committee along with I.T. Director Kienbaum, have evaluated three known systems for their reliability, ease of installation, durability, customer satisfaction and cost.

Recognizing that these systems are a mission critical electronic component and that both stations are 20 & 30 years old, our recommendation is to replace both. That will also allow consistency between buildings. Features include:

- Heart healthy ramping tones.
- Most components are not proprietary which allows competitive costing.
- Modular in design to allow easy component replacement, versatility and expansion.
- Retention of night vision by using red lighting.

Bryx has surfaced as the most cost-effective system and is being recommended for immediate purchase and installation in both fire stations.

## Recommendation

Approve the purchase and installation of the Bryx Fire Station Alerting system and authorize the requested 2020 budget amendment in the amount not to exceed \$60,000.

## Information Provided

Comparison Spreadsheet.  
Bryx Customer List.  
Proposed Budget Amendment.

Company	Product name	Address	Web Address	Station 1	Station 2	Dispatch Interface	Installation	Installation by?	Sub Total	1st Year Tech Support	Grand Total	Reoccurring Annual Tech Support
Zetron	MAX FIRE STATION ALERTING	12034 134th Ct NE Redmond WA, 98052 (Local vendor is Roe Communications in Portage)	<a href="https://www.zetron.com/max-fsa/?gclid=Cj0KCQiAhZT9BRDmARIsAN2E-J0CrNbZSvO7auzaAsMLg2ANt-RnPPV9GgW_1ly3XvdCOywDI_D48YEaAuOIEALw_wcB">https://www.zetron.com/max-fsa/?gclid=Cj0KCQiAhZT9BRDmARIsAN2E-J0CrNbZSvO7auzaAsMLg2ANt-RnPPV9GgW_1ly3XvdCOywDI_D48YEaAuOIEALw_wcB</a>	<i>Eliminated due to difficulty to accomplish dispatch interface.</i>								
Bryx	BSCP-01 - Bryx Station Control Package	120 East Avenue, Rochester, NY 14604. (No need for local vendor.)	<a href="https://bryx.com/?gclid=Cj0KCQiAhZT9BRDmARIsAN2E-J3bYSDh3DzjdaHFam5LA2y6ERzL5tuaetrVL5e7NF3tLxI7t_QxwlaAk0LEALw_wcB">https://bryx.com/?gclid=Cj0KCQiAhZT9BRDmARIsAN2E-J3bYSDh3DzjdaHFam5LA2y6ERzL5tuaetrVL5e7NF3tLxI7t_QxwlaAk0LEALw_wcB</a>	\$ 27,350	\$ 27,350	\$ -	\$ 2,000	Any vendor or in-house talent	\$ 56,700	\$ -	\$ 56,700	\$ 4,400
US Digital Designs, Inc. (Phoenix G2)	ATX Station Controller	1835 E. Sixth St. Suite #27, Tempe, AZ 85281 (No need for local vendor)	<a href="https://stationalerting.com">https://stationalerting.com</a>	\$ 51,547	\$ 47,866	\$ 52,000	\$ 41,275	Esper Elect is the <b>only</b> authorized installer by US Digital.	\$ 192,688	\$ 1,000	\$193,688	\$ 8,000

Note	App	Timeout timers	Color changing lights	Heart smart Ramping tones	Text-to-speech Readouts
			Multiple zone lighting control (fade-in and multiple colors available where supported by lighting controller)		The voice logger gateway outputs all activity to third-party loggers, enabling extraction for compliance, evidence, or compliance/certification.
1st year is provided in initial purchase.	BRYX 911, Free, Android and Apple	Timers displayed on the job board count down with increasing urgency. Timers can be customized to set custom time limits and more.	A configurable and consistent set of colors for assignments and job types. Lights can be subdued at night to reduce optical strain.	Alarms start at a low volume and gradually get louder over a few seconds, gently waking and alerting first responders.	Text-to-Speech readouts of job descriptions with natural language processing to recognize abbreviations, misspellings, and common shorthand.
1st year is \$1,200. Subsequent years are \$8,000 each.	The Fire Station Alerting (FSA) Mobile App Available on Android 4.4 and higher Requires iOS 8.0 or later. Compatible with iPhone, iPad, iPod touch, and Apple Watch	LED Boards	6 colors	x	Proprietary voice

Routing And Navigation	Zoned Alerting	CAD	Audio Outputs	Audio Inputs	LED lighting outputs	Digital inputs	Digital outputs
	Alerts with ramp-up tones (sourced from customer WAV files)	Utilize the CAD API to activate core control alerting functions automatically, manage station apparatus availability, and activate schemes based on the time of day or size of the incident					
Our display zooms in on the job's exact position within your district, providing a pin above the location as well as a highlighted route to the scene.	Different rooms can be alerted for different jobs. Heart-smart ramping tones can be configured to bunk rooms, ensuring a healthier wakeup for crew members.	Accept data from your CAD. For any given transport, we accept data in many formats, including, but not limited to:JSON, XML, CSV, Key-Value Pair	3.5mm Y to amplifier, uses any new or existing amplifier/speaker system	Mic input	Unlimited - wireless	8	8) 250v or 24v @5amp
x	x	Native software integration with reputable computer-aided dispatch companies	4) 70V speaker channels (20W per channel); (1) line level 600 Ohm for external amp; (1) line level 600 Ohm for expansion	3 balanced	4) 48VDC zoned	3) Dry contact	4) Form C relays rate .5A @ 48V AC or resistive load only

Network connections	Other connections	Indicators and controls	Power consumption
1 Network RJ45 in	4 POE	Web based	300 W max
1) Ethernet (customer WAN); (8) Ethernet POE peripheral devices; (6) Ethernet/non-POE (for expansion or non-POE peripherals)	1) Telephone ring detector	Touchscreen	75W min, 750W max





## BRYX REFERENCES: FIRE STATION ALERTING



CITY OF DETROIT FIRE DEPARTMENT, MI

**Orlando Watkins**  
Supervisory IT Tech II  
313-224-2900  
orlandowatkins@me.com



FOXBOROUGH FIRE DEPARTMENT, MA

**Robert Verdone**  
Director, SEMRECC 911  
774-265-0185  
rverdone@se-mass911.org



PENFIELD AMBULANCE, NY

**Daniel Riordan**  
Chief  
585-350-5152  
driordan@fairportfd.org



MANSFIELD FIRE DEPARTMENT, MA

**James Puleo**  
Chief  
508-958-4692  
jpuleo@mansfieldma.com



CITY OF DETROIT FIRE DEPARTMENT, MI

**Sean Friday**  
Sergeant  
313-332-7092  
fridays2725@detroitmi.gov



PERINTON VOLUNTEER AMBULANCE, NY

**Brian Wiedman**  
Chief  
585-820-2403  
operationsmanager@pvac.org



MADISON HEIGHTS FIRE DEPARTMENT, MI

**Matt Arnold**  
Fireman  
248-953-4866  
mattarnold@madison-heights.org



GATES FIRE DEPARTMENT, NY

**Adam Rossi**  
IT  
585-426-2720 ext. 169  
arossi@gatesfd.org



**ROCHESTER FIRE DEPARTMENT, NY**

**James Hartman**

Battalion Chief

585-301-2511

hartmanj@cityofrochester.gov



**HIGHLAND PARK FIRE DEPARTMENT, MI**

**Mike Wagenschutz**

Fireman/Station Alerting Project Lead

248-255-8603

firefighter1010@sbcglobal.net



**CANTON FIRE DEPARTMENT, MI**

**Chris Stoecklein**

Deputy Fire Director

734-394-5455

cstoecklein@canton-mi.org



**FAIRLAWN FIRE DEPARTMENT, OH**

**Steven Brant**

Captain/Station Alerting Project Lead

330-488-5229

brants@fairlawn.us



**ALSIP FIRE DEPARTMENT, IL**

**Robert Ricker**

Chief

708-217-3078

rricker@villageofalsip.org



**LYONS FIRE DEPARTMENT, IL**

**Gordon Nord**

Chief

708-447-6655

gnord@villageoflyons-il.net



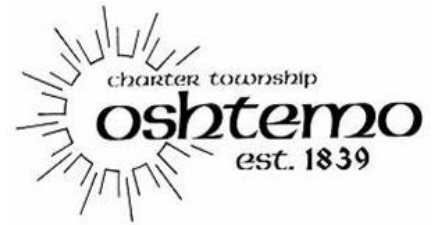
**WEST UNIVERSITY PLACE FIRE DEPARTMENT, TX**

**Aaron Taylor**

Chief

713-662-5836

ataylor@westutx.gov



# Memorandum

**Date:** December 4, 2020  
**To:** Oshtemo Charter Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Subject:** South 2nd Street Road Paving (potential petition project)

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## **Objective:**

Board Discussion of RCKC-hosted residents' Q&A meeting to present overview of the Petition Process for Roadway Projects.

## **Background:**

On Wednesday, November 18, 2020 at 6:00 P.M. the Road Commission of Kalamazoo County hosted a virtual meeting to present information on the public petition process for roadway projects. RCKC mailed invitations to residents along South 2nd Street, between KL and L Avenues. RCKC understood that select homeowners were interested in a project to pave this extent of road. (Some RCKC provided materials are enclosed, and have been supplemented with staff products.)

Principle among the residents' questions was a desire to know, in advance of circulating the petition, to what extent the Township would elect to voluntarily participate. The current Oshtemo Assessment Policy has no specific guidance to the degree of participation for petitioned projects. Please also know that South 2nd Street is not on the 5-year illustrative CIP.

The RCKC explained the petition process gives to the Road Commission Board the authority to determine whether assessments should be equally divided, or based upon roadway frontage. Furthermore, the RC Board could determine to assess from 1% to 25% of the project cost to the Township as an "at large" assessment. The petition, if valid (signed by 51% of landowners), would initiate a public hearing process before the RC Board. As part of its deliberations, the RC Board is to consider if the project is warranted, and to determine the appropriate assessments.

## **Attachments:**

1. *Petition Process Brochure (RCKC)*
2. *Map of the proposed project area.*
3. *Preliminary Cost Estimate (RCKC).*
4. *Spreadsheet of properties and example cost distribution*
5. *Oshtemo Road/Sidewalk/Shared-Use Path Assessment Policy*

The Road Commission of Kalamazoo County (RCKC ) has no taxing authority. We cannot raise property taxes and we have no general fund to be used to supplement state-collected revenues.

A special assessment process may be proposed by LANDOWNERS or by a TOWNSHIP BOARD, not the Road Commission. This brochure describes the processes to establish a Special Assessment District for road repair, maintenance and improvements.

**PLEASE NOTE:**

A Special Assessment may take 70 or more days to process. This should be a consideration based on the limited construction season.

**I. Minimum requirements for a special assessment district**

The minimum requirements for a special assessment district are the same for projects initiated by landowner petition or township board resolution. At least one of the two following requirements must be met:

- A. A minimum of 75 percent of the lands along the project are subdivided into parcels, each having a frontage of not more than 300 feet, or
- B. There is an average of at least one roadside building for every 300 lineal feet of roadway. The word "building" has been rather broadly interpreted in case law. Included are houses, garages, barns and other...."edifices created and fixed on the soil and designed for permanent use in the position in which they are so fixed." Buildings under construction may be counted.

This is meant as a preliminary guide only, for additional information please refer to:

Petitions and the Special Assessment Process  
For Highway Improvement  
Under Act 246,  
Public Act 1931, As Amended  
Website: [www.legislature.mi.gov](http://www.legislature.mi.gov)

**For more information:  
The Road Commission of  
Kalamazoo County will be happy to  
answer any further questions  
or concerns.**



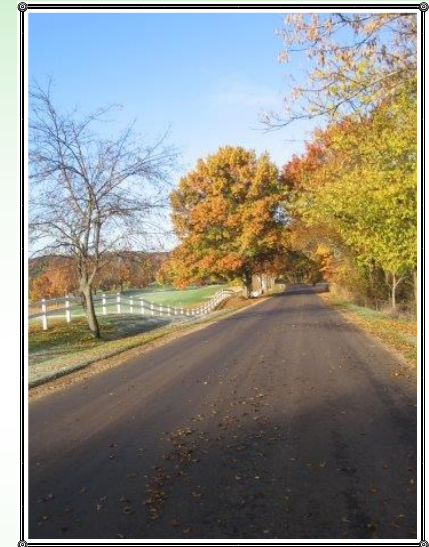
**Road Commission of  
Kalamazoo County  
3801 E. Kilgore Road  
Kalamazoo, MI 49001**

**Phone (269) 381-3171  
Fax (269-)381-1760**

**[www.kalamazoocountyroads.com](http://www.kalamazoocountyroads.com)**



# Special Assessment of Roads



**A preliminary guide for the special  
assessment of roads under the  
jurisdiction of the Road Commission of  
Kalamazoo County by petition.**

## II. Petition by landowners for highway improvement

- A. Development of a valid petition and successful project will be aided by early coordination with the Road Commission and your township office. The Road Commission will supply petition forms and answer questions concerning special assessments. Also, it will provide a preliminary estimate of project costs. Information regarding property ownership, description and road frontage can be obtained at your township hall. Costs assessed to benefiting landowners may be significantly affected by township board policy and the availability of township funds.
- B. The petition must clearly identify the road section to be improved including the project's point of beginning and point of ending. Limits of the special assessment district are determined by the project's description.
- C. All owners of land along the section of road to be improved are eligible to sign the petition. Landowners may sign the petition even if the township has exempted or otherwise excluded their property from the special assessment.
- D. Signatures for each parcel must include all persons named as title holders. For example, if husband and wife are named, both must sign. In the case of property being purchased on a land contract, the buyer(s), as well as the seller(s), must sign.
- E. A legal property description or parcel number and the property owner's name and mailing address must appear next to the appropriate signature.

- F. Land ownership must be verified by the office of the Register of Deeds, Probate Court, or other suitable source. Typically township records are accepted as satisfactory proof.
- G. The Road Commission will consult the County Treasurer's office to determine if there are delinquent taxes or assessments against any properties listed on the petition. Should a delinquency exist, the signature for that parcel will be invalid.
- H. The petition must contain valid signatures of owners of more than 51 percent of all land fronting or abutting the proposed road improvement. In calculating the percentage, it makes no difference if township board policy excludes any portion of this land from the special assessment.
- I. The Road Commission's Managing Director shall report the validity of the petition to the Board of County Road Commissioners. If valid, the Board will deem the project necessary and plans, specifications and a review of estimated costs will be made. An Assessment roll will be prepared and a Public Hearing will be held. The Road Commission will advertise the hearing and distribute Public Hearing notices. All persons interested may attend the hearing to review plans and specifications and to give their reasons for or against the granting of the petition and the apportionment and schedule of payments. Following the hearing, the law allows 45 days for property owners along the improvement to submit a petition to discontinue the project. If a valid petition to discontinue the project is submitted, the project will be discontinued. If no valid petition to discontinue the project is submitted, a second Public Hearing will be held at which time the Board makes a final determination of the land to be assessed and the number of annual installments over which the assessment will be spread.

## III. Petition by township board resolution for highway improvement

A special assessment district initiated by township resolution requires two Public Hearings. The first Public Hearing is for the purpose of determining whether a special assessment district is desirable and necessary. Following the Public Hearing, the law allows 45 days for property owners along the improvement to submit a petition to discontinue the project. If a valid petition is submitted, the project will be discontinued. If no valid petition is received, a second Public Hearing will be held at which time the Board makes a final determination of the lands to be assessed and the number of annual installments over which the assessment will be spread.

## IV. Petition for discontinuance of highway improvement

A petition to discontinue a project initiated by township resolution must be signed by property owners of 51 percent or more of the land along the proposed improvement. Requirements for ownership, signatures, property descriptions, and ownership verification are the same as Section II C through Section II F for improvements initiated by landowner petition.











Road Commission of Kalamazoo County

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

2021 Project Estimate  
**VALID FOR 90 DAYS**

Date Prepared: 11/3/20  
 Township: Oshtemo  
 Location: **2nd Street - L Avenue to KL Avenue**  
 Project Description: HMA Base and Leveling Paving  
 Estimator: Dean Disterheft  
 Length: 0.50 Mile

Total Area (Syd)	Length	Width	Length	Width	Cul-de Sac Area (Sft)	Quantity
6,453	2,640	22			7,854	0
Conv Factor						
9						

Description of charge	Application Rate	Estimated Quantities	Units of measure	Estimated Unit Cost	Estimated Total	Notes
High Shoulder Removal		53	station	25.00	1,325	no charge
Tree Pruning and Removal		6	lump	1,000.00	6,000	no charge
Ditch Cleanup		10	station	300.00	3,000	no charge
Pavement Marking		2,640	lin ft	0.10	264	no charge
		<b>Estimated Nonbillable Cost</b>			<b>\$10,589</b>	
		<b>Overhead - Nonbillable</b>		<b>7.23%</b>	<b>\$766</b>	
		<b>Total Estimated Nonbillable Cost</b>			<b>\$11,355</b>	
Material Testing		6	each	550.00	3,300	
Temporary Traffic Control		1	lump	2,000.00	2,000	
22A Gravel	4 inches	1,300	ton	21.50	27,950	26' Wide
Driveway Adjustments - Asphalt		3	each	215.00	645	
Driveway Adjustments - Concrete		3	each	715.00	2,145	
Mailbox Adjustments		15	each	130.00	1,950	
Fine Grading		7,627	sq yd	0.90	6,864	
Dust Control	2,000 gallons/mile	1,000	gallon	0.22	220	
Placement of Gravel Shoulders	2'-3' wide	53	station	47.00	2,491	
23A Gravel (shoulder/driveway material)		350	ton	18.00	6,300	includes gravel driveway transitions
Cold Milling	1 - 2 inches	80	sq yd	8.50	680	
Roadside Restoration	3' wide	53	station	150.00	7,950	topsoil restoration/seeding
36A Modified HMA Base Course	220#/sq yd	850	ton	75.00	63,750	
36A Modified HMA Surface Course	220#/sq yd	850	ton	75.00	63,750	
Postage & Advertising		1	lump	250.00	250	
Fog Seal Construction Joint	2' wide	2,640	lin ft	0.50	1,320	
Grade corrections at L Avenue		1	lump	25,000.00	25,000	

<b>Estimated Billable Costs</b>		<b>\$216,565</b>
<b>Overhead Billable</b>	<b>7.23%</b>	<b>\$15,658</b>
<b>Total Estimated Billable Project Cost</b>		<b>\$232,223</b>

<b>Total Estimated Project Cost</b>	<b>\$243,578</b>
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TaxPIN	Acres	AssessibleFF	FFPercent	ProjectCost if by		PCOMBINED	ONERNAME1	BLDGS
				Front Foot	Equal Share			
05-19-405-020	5.02	336.32	0.06	\$13,894.03	\$12,901.28	868 S 2ND ST	SMITH CAMERON	1
05-19-405-030	2.89	200.00	0.04	\$8,262.39	\$12,901.28	952 S 2ND ST	CARLSON RICHARD P & KELLIE	1
05-19-405-040	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1012 S 2ND ST	HABERKORN ALICIA/SMITH GILES M	1
05-19-405-050	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1076 S 2ND ST	RENDON JAMES & JOANNA R	1
05-19-405-060	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1132 S 2ND ST	FRAAZA ADRIENNE & BRIAN	1
05-19-430-012	10.37	870.40	0.17	\$35,957.90	\$12,901.28	955 S 2ND ST	HEYTEK EVONNE L & STEVEN R	1
05-19-430-020	6.25	274.00	0.05	\$11,319.47	\$12,901.28	1255 S 2ND ST	HARRISON RICHARD & TERESA	1
05-19-430-031	6.18	274.00	0.05	\$11,319.47	\$12,901.28	1275 S 2ND ST	CLARK MICHAEL J & TERESA ANN	1
05-19-470-010	9.98	690.00	0.13	\$28,505.23	\$12,901.28	10384 W L AVE	FARRELL PATRICK JR & ANGELA TRUST	1
05-19-470-025	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1372 S 2ND ST	DEVISSER ARNOLD & ALYSON REV TRUST	1
05-19-470-035	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1256 S 2ND ST	HARDING JEFF B & KATHLEEN G	1
05-19-470-045	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1314 S 2ND ST	BARNES MARK L & MARIA A	1
05-19-470-055	2.89	200.00	0.04	\$8,262.39	\$12,901.28	1376 S 2ND ST	LAWRENCE PETER	1
05-19-480-002	6.21	274.00	0.05	\$11,319.47	\$12,901.28	1325 S 2ND ST	GARLOCK GARY L & ANN E	0
05-19-480-009	6.24	274.00	0.05	\$11,319.47	\$12,901.28	1355 S 2ND ST	ONDERLINDE ALEX & SARAH	0
05-19-480-011	1.83	330.00	0.06	\$13,632.94	\$12,901.28	1385 S 2ND ST	PETERSEN JAMES C & WENDY E TRUST	1
05-19-480-015	1.15	165.00	0.03	\$6,816.47	\$12,901.28	10198 W L AVE	WILLIAMS BRIAN L & TRACY L	1
05-19-480-020	0.91	165.00	0.03	\$6,816.47	\$12,901.28	1401 S 2ND ST	ELLIS SANDRA LEE LIVING TRUST	1

parcel count = 18      5252.72      100%      \$232,223.00  
cost per parcel = \$12,901.28

Oshtemo At Large (RCKC Determined) =      From 1%:      \$2,322.23  
To 25%:      \$58,055.75



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

**ROAD – SIDEWALK -- SHARED USE PATH  
ASSESSMENT POLICY**

**EFFECTIVE: JANUARY 1, 2018**

**ADMINISTRATIVE PROCEDURE**

With assistance of the Capital Improvements Committee, the Township Board shall annually determine which roads will be restored/reconstructed or which will receive Hot Mix Asphalt (HMA) or gravel overlay. Selection of projects and treatments shall be subject to available Township funds, budgeting and scheduling.

A project funding formula is herein outlined. Specific projects shall be approved by the Township Board. On projects with no petitions, a Township Board resolution is needed.

Resolutions or petitions for Assessment Districts shall be forwarded to the Road Commission for Public Hearing.

Township road dollars shall, in general, not be spent on roadway reconstruction if the local street is not served with sanitary sewer and sanitary sewer is available to be extended to service properties along the street. This deferment of other than routine road maintenance is to facilitate the coordination of roadway work with sanitary sewer extensions to utilize Township funds in the most efficient and effective manner. If work is deferred for a local street under this policy, said local street will be planned for sanitary sewer extension within three years.

**FUNDING FORMULA**

**SUBJECT TO AVAILABLE FUNDS**

**1. Local Roads –**

Chip Seal or Seal Coat

Township Funds as supplemented with Road Commission Par Funds

HMA Overlay/Reconstruction

Township Funds as supplemented with Road Commission Par Funds

**2. Plat Streets –**

Chip Seal or Seal Coat

Township Funds as supplemented with Road Commission Par Funds

Ultra-Thin HMA Paving

100% Of Additional Cost Over Township-Proposed Project shall be by special assessment. Cul-de-Sacs shall be assessed in a manner that approximates an equitable contribution for the "pie" shaped square yardage frontage each assessable parcel (i.e. approximately comparable to the ½ roadway width square yardage assessed on a two-sided street).

HMA Overlay/Reconstruction

Township Funds as supplemented with Road Commission Par Funds

**3. Dust Control (gravel roads) –**

100% Township Funds

**4. Failed Condition Local Road –**

The Failed Condition Local Road Policy of the Road Commission shall be utilized.

**5. Sidewalks/Shared Use Paths –**

\$30.00 Per Front Foot For Single-Family Residential Zoning

\$35.00 Per Front Foot For Commercial/Industrial Zoning

Note 1: If developed, actual land use shall take precedent when determining the sidewalk/path assessment. When the underlying zoning allows other than single-family residential, or when substantial frontage remains undeveloped, the Township Board may elect to enter into an agreement with the property owner to defer collection of the full assessment until the parcel further develops.

Note 2: An exception shall apply to single-family residential properties which are (a) located along North 10th Street, from W. Main to the Kal-Haven Trail, or (b) located along an "arterial roadway" as classified by the National Functional Classification (NFC) will not be assessed. This location-based exemption is intended to recognize the subordinate neighborhood-usage of the sidewalk/path, versus the facility's function as an arterial/connector.

**6. Land Owner Initiated or Shared-Use Private Roads –**

At its sole discretion, the Oshtemo Township Board may elect to facilitate creation of a special assessment district for private roadway improvements when shared-use or other unique conditions warrant the proposed improvements as a public interest. Properties in Private Roadway SAD's shall bare 100% of the cost for the improvements, and shall include reimbursement of the administrative costs incurred by the Township.

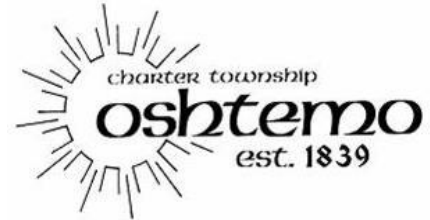
A petitioned Public Roadway SAD project is exempt from Township cost participation as outlined in this policy. Specifically, the Township Board shall separately determine to what extent, if any, the Township shall contribute to the project.

**ASSESSING POLICY**

1. The Township shall annually determine which roads will be restored/reconstructed or which will receive an HMA or gravel overlay subject to budget limitations.
2. Parcels or outlots not in a plat, but with frontage on a plat street would be assessed using the funding formula but not to exceed the largest assessment in the district.
3. Parcels located on a "curved corner" will be assessed using the funding formula but not to exceed the largest assessment in the district.
4. Assessments for condominium units will assessed using the funding formula and the amount will be divided equally among the number of units.
5. The Township has the right and responsibility to set an assessment district, when it has been determined a road must be overlaid or reconstructed and funding is needed.
6. If sidewalk/shared use path project costs are less, individual assessments will be credited accordingly.
7. If any development is required by zoning to provide a sidewalk/shared use path, the development bears the full cost.

8. The Township reserves the right, should the need arise, to revise this policy at any time and may establish assessment districts calling for abutting land owners to share in the construction, restoration/reconstruction, HMA or gravel overlay of any road, sidewalk or non-motorized facility. In addition, the Township may consider a petition for road improvements and the establishment of a special assessment as provided by state law.





# Memorandum

**Date:** 8 December 2020  
**To:** Township Board  
**From:** Sara Feister, Human Resources  
**Subject:** Holiday Meals Memo

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## **OBJECTIVE**

Township Board 1) consideration of providing a holiday meal for all permanent Township employees, and 2) consideration of budget amendments for this up to \$3,500.

## **BACKGROUND**

To show employee appreciation this holiday season, we would like to provide each Oshtemo Township employee (including office staff, full time Firefighters, and Paid on Call Firefighters) with a holiday meal. These meals will be purchased from locally owned Oshtemo Township restaurants. The voucher will be mailed out to the homes of employees along with a holiday card. The approximate cost will be \$3,500.

# RI Stafford Excavating

## Cemetery Rates

Effective January 1, 2021

All burials require 36 hours' notice.

All burials closed same day as funeral service.

No burial services will be provided on Easter, July 4th, Thanksgiving, Christmas, New Years Day, Labor Day, or Memorial Day.

Short-notice burial rates are at RI Stafford Excavating's discretion and may be charged extra.

### Weekday Graves:

Standard Burial	\$650.00
Child or Infant Burial	\$550.00
Standard Cremation	\$450.00
Cremation with Large Vault*	\$480.00
Drop-off Cremation	\$250.00
Drop-off Cremation with Large Vault*	\$290.00
Service scheduled after 2:30 p.m.	\$50.00 additional charge

*\*All Monday burials (or Tuesday burials if Monday is a holiday) must be ordered by 4:30pm on the previous Thursday.*

### Saturday Graves:

Standard Burial	\$1,000.00
Child or Infant Burial	\$900.00
Standard Cremation	\$800.00
Cremation with Large Vault*	\$830.00
Service scheduled after 11:30 a.m.	\$50.00 additional charge

\*Large Vault shall be defined as a container with an outside measurement larger than 13" x 13' at the base.

There will be an additional charge of \$400.00 for any burial on a day prior to a major United States holiday (i.e., Thanksgiving, Christmas, New Years Day, etc.)

Additional cemetery work or snow removal with Bobcat will be billed at \$135.00 per hour. There will be an additional charge of \$80.00 for use of hydraulic hammer if necessary.

Foundations will be charged \$0.45 per square inch.

Snow removal on graves will be charged \$80.00.