

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

July 13, 2021

Refer to www.oshtemo.org home page for Virtual Meeting Information

REGULAR MEETING
6:00 P.M.
AGENDA

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

WORK SESSION ITEMS

5. Update from Kalamazoo County
6. Discussion on Retreat Follow Up
7. Discussion on Principles of Governance (MTA)
8. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

9. Consent Agenda
 - a. Approve Minutes – June 22, 2021 and June 11, 2021 Corrected Minutes
 - b. Receipts & Disbursements Report
 - c. Second Quarter Budget Amendments
 - d. 2021 Streetlight Conversions
10. Consideration of Zoning Section 57.90 Sidewalks Text Amendment – First Reading
11. Consideration of 2021 Sidewalk Projects Award of Contract
12. Consideration of Professional Services for KL Ave Nonmotorized Path
13. Consideration of Filibuster Repeal & HR1 Support Resolution
14. Other Township Business & Question Updates
15. Public Comment
16. Board Member Comments
17. Adjournment

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

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

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

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

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

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

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

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

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

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

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

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

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 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: 890 6929 1345**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **890 6929 1345#**

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



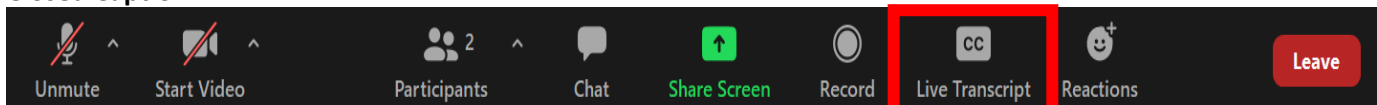
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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



Dear Township Board:

The Michigan Townships Association is again encouraging every township board to deliberate on and adopt the enclosed Principles of Governance. MTA members throughout the state have enthusiastically embraced these Principles as their own code of conduct, and the MTA Board urges you to reaffirm, or adopt for the first time, these Principles of Governance as an official policy of your township board.

Our objective in promulgating Principles of Governance for our members is straightforward: Township boards can be much more efficient and effective when there is a high degree of trust among board members, and between the board and those whom they are elected to serve. Township boards earn trust by demonstrating their commitment to effectively solving problems and conducting their business in a manner consistent with their community's expectations and values—and then faithfully delivering on those commitments.

The MTA Board of Directors affirms in our mission and values statements that township government embodies efficient, effective, economical, ethical and accountable local government in Michigan. The Principles of Governance embody these core values, and can guide board members toward consistent actions and deeds that reflect well on the township and on themselves. The MTA Board strongly believes that a township board that publicly adopts and adheres to these Principles will enjoy strong public support and be better positioned to achieve great things on behalf of its residents.

As a key part of our collective commitment to fostering efficient and effective township government that has earned the public's trust, the MTA Board invites your board to affirm and practice the enclosed Principles of Governance through formal ratification at a board meeting. By signing this certificate, board members denote their personal pledges to adhere to the Principles. Following board action, we encourage you to frame and proudly post the document in a prominent place for all to see.

Sincerely,

Pete Kleiman
2021 MTA President

Neil Sheridan
MTA Executive Director

Oshtemo Charter Township

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations, and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

These principles we pledge to our township, our state, and our country.

Elizabeth Heiny-Cogswell, Supervisor

Kizzy Bradford, Trustee

Dusty Farmer, Clerk

Zak Ford, Trustee

Clare Buszka, Treasurer

Kristin Cole, Trustee

Cheri Bell, Trustee

Date



Oshtemo Township 2021 2nd Quarter Budget Amendments

General			
HHW	101-249-95600		\$ 3,000.00
BOR	101-249-96100		\$ 6,000.00
Supplies	101-249-72800		\$ 3,000.00
Election rental fees and supplies			\$ 3,500.00
PW Postage	101-506-73000		\$ 1,000.00
PW KL Ave	101-506-97600		\$ 42,860.00
131 Acquisition	101-506-97600		\$ 3,217.00
IFT Payments			\$ 54,626.00
Parks			
Telephone	107-756-82500		\$ 500.00
Acct/Audit Fees	107-756-82500		\$ 500.00
Fire			
Vehicle Operations	206-340-96700		\$ 9,000.00
Acct/Audit Fees	211-344-82500		\$ 500.00
BOR	206-340-96100		\$ 12,000.00
Police			
BOR	207-310-96100		\$ 12,000.00
Street Lighting			
SoDA			
Building			
Acct/Audit Fees	249-371-82500		\$ 1,200.00
Sewer			
Water			
SoDA			
Acct/Audit fees	247-728-82500		\$ 500.00
DDA			
Repairs and maintenance	900-728-93300		\$ 500.00
Nonmotorized	900-728-97500		\$ 231,436.00
Community Events	900-728-80100		\$ 300.00
Total New Expenditure Overall			\$ 385,639.00

BUDGET AMENDMENT REQUEST

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

Date: 04/08/2021

Department Head Name: Lubbert

Fund Name:

			Amount
Additional Funds Request for: (description and GL number)	<u>Repairs and Maintenance</u>	<u>900-72893300</u>	<input type="text" value="\$ 500.00"/>
	<u>(Landscaping)</u>	<u></u>	<input type="text"/>
	<u></u>	<u></u>	<input type="text" value="\$ 500.00"/>
Funds requested from: (description and GL number)	<u>Carryover</u>	<u>900-001-40100</u>	<input type="text" value="\$ 500.00"/>
	<u></u>	<u></u>	<input type="text"/>
	<u></u>	<u></u>	<input type="text"/>
	<u></u>	<u></u>	<input type="text"/>
	<u></u>	<u></u>	<input type="text" value="\$ 500.00"/>

Explanation of request:

Additional funds will to toward covering the landscaping costs for properties in the DDA (Millards way, Community Center, Village Corner Plaza). Budgeted amount was slightly under.

Supervisor/Clerk/Treasurer Review:

(pending or date reviewed)

Board Authorization:

(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/01/2021

Department Head Name: Karen High

Fund Name:

		Amount	
Additional Funds Request for: (description and GL number)	Accounting & Audit Fees	107-756-82500	\$ 1,000.00
	Telephone	107-756-85300	\$ 500.00
			\$ 1,500.00
Funds requested from: (description and GL number)	Carryover	107-751-40100	\$ 1,500.00
			\$ 1,500.00

Explanation of request:

Accounting & Audit Fees and Telephone expenses are slightly higher than expected at mid year. A budget amendment is needed to cover these costs for the remainder of the year.

Supervisor/Clerk/Treasurer Review:

Board Authorization:

BUDGET AMENDMENT REQUEST

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

Date: 07/02/2021

Department Head Name: Public Works

Fund Name: 101 General

		Amount
Additional Funds Request for: (description and GL number)	Parcel 05-01-180-005 Aquisition	101-506-97600
		\$ 3,216.51
		\$ 3,216.51
Funds requested from: (description and GL number)	Carryover	101-001-401
		\$ 3,216.51
		\$ 3,216.51

Explanation of request:

The Township Board authorized the acquisition of this parcel for the future 131 business loop/131 interchange expansion. The Treasurer received County notification of the parcel availability for the above amount to cover taxes on the foreclosed property. The Board previously discussed the acquisition. The Township will notify MDOT.

Supervisor/Clerk/Treasurer Review: 7/8/21
 (pending or date reviewed)

Board Authorization:
 (pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 05/19/2021

Department Head Name: Clare Buszka

Fund Name:

			Amount	
Additional Funds Request for: (description and GL number)	<u>2018 IFT Payment to State of Michigan</u>	<u>703-000-23600 + 703-000-23000</u>	<input type="text" value="\$ 27,498.70"/>	
	<u>2019 IFT Payment to State of Michigan</u>	<u>703-000-23600 + 703-000-23000</u>	<input type="text" value="\$ 27,126.67"/>	
			<input type="text"/>	<input type="text" value="\$ 54,625.37"/>
Funds requested from: (description and GL number)	<u>General Account</u>	<u>101-000-00100</u>	<input type="text" value="\$ 54,625.37"/>	
			<input type="text"/>	
			<input type="text"/>	
			<input type="text"/>	
			<input type="text"/>	<input type="text" value="\$ 54,625.37"/>

Explanation of request:

Payments to the State of Michigan for 2018 and 2019 Industrial Facilities Tax (IFT) payments.

Supervisor/Clerk/Treasurer Review:
(pending or date reviewed)

Board Authorization:
(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/08/2021

Department Head Name: Iris Lubbert

Fund Name: 900 DDA

		Amount	
Additional Funds Request for:	<u>900-728-97500.NMSTDM</u>	Non-motorized Stadium Drive	<u>\$ 231,436.00</u>
(description and GL number)	_____	_____	_____
	_____	_____	<u>\$ 231,436.00</u>
Funds requested from:	<u>900-001-40100</u>	Carryover	<u>\$ 168,834.3</u>
(description and GL number)	<u>900-001-40300</u>	Tax capture (\$29,830 add'l rev + unallocated rev)	<u>\$ 62,601.69</u>
	_____	_____	_____
	_____	_____	<u>\$ 231,436.00</u>

Explanation of request:

Bids for the DDA project to install sidewalk within their boundary on the north side of Stadium Drive were higher. The DDA budgeted \$450,000.00 for the entire project (design, construction observation, and construction costs). Going with the lowest qualified bid, the total project cost is \$681,436.00. The budget amendment is requested so that the project can move forward and the sidewalks on the north side of Stadium within the DDA will be constructed this year.

Supervisor Review:  July 8, 2021

(pending or date reviewed)

Board Authorization: _____

(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/08/2021

Department Head Name: Marc Elliott

Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	<u>KL Ave path design and acquisition services</u>	<u>101-506-97600.NMKLAV</u>	\$ 42,860.00
	_____	_____	_____
	_____	_____	\$ 42,860.00
Funds requested from: (description and GL number)	<u>Sidewalk Construction (bids under budget)</u>	<u>101-506-97600.SWMHDR</u>	\$ 42,860.00
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	\$ 42,860.00

Explanation of request:

With the proposed schedule of MDOT bridge over US-131 replacement project, work on KL Ave non-motorized trail has resumed earlier than anticipated. Grant applications, design services for plans and construction documents, environmental and historic clearances, meetings and property acquisition will all take place this year to be aligned with other schedules to coordinate projects as much as possible. Bids came in under budget for 2021 local sidewalk projects so funds will be reallocated. No new money requested.

Supervisor/Clerk/Treasurer Review:  7/8/21
 (pending or date reviewed)

Board Authorization:
 (pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/06/2021

Department Head Name: M Elliott (Public Works)

Fund Name: 101 General

			Amount
Additional Funds Request for: (description and GL number)	Postage	101-506-73000	\$ 1,000.00
			\$ 1,000.00
Funds requested from: (description and GL number)	Carryover	101-000-40100	\$ 1,000.00
			\$ 1,000.00

Explanation of request:

Covid-19 restrictions and their relaxation drove additional outreach and informational mailings to properties requested to connect to sewer. Additional mailings were directed towards properties in the Phase 1 area to notice the indefinite suspension of the projects. These requested monies will both replenish spent postage costs and allow for subsequent public works mailings.

Supervisor/Clerk/Treasurer Review:  7/8/2021
 (pending or date reviewed)

Board Authorization:
 (pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 04/08/2021

Department Head Name: Lubbert

Fund Name: 900 DDA

			Amount
Additional Funds Request for: (description and GL number)	Community Events	900-728-80100	\$ 300.00
			\$ 300.00
Funds requested from: (description and GL number)	Carryover	900-001-40100	\$ 300.00
			\$ 300.00

Explanation of request:

Amendment is for a \$300 donation from the DDA to the 'Music in the Park' concert series. Donation would cover the cost of nine gift cards at \$25 each (\$225) plus \$75 for the cost of signs and raffle tickets.

Supervisor/Clerk/Treasurer Review: *[Signature]* 7/8/21

(pending or date reviewed)

Board Authorization:

(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/07/2021

Department Head Name: Farmer

Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	<u>101-191-82600</u>	<u>facility rental fees</u>	<u>500</u>
	<u>101-191-72800</u>	<u>supplies</u>	<u>3000</u>
			<u>\$ 0.00 3500</u>
Funds requested from: (description and GL number)	<u>reimbursement</u>		
			<u>\$ 0.00</u>

Explanation of request:

Only one election was budgeted in 2020. This request is only to increase the budget amount. NO NEW MONEY.

Supervisor/Clerk/Treasurer Review: [Signature]
(pending or date reviewed)

Board Authorization: [Signature]
(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/07/2021


Department Head Name: Farmer

Fund Name: 101 General

			Amount
Additional Funds Request for: (description and GL number)	<u>BOR/MTT</u>	<u>101-249-96100</u>	<u>6000</u>
	<u>BOR/MTT</u>	<u>206-340-96100</u>	<u>12000</u>
	<u>BOR/MTT</u>	<u>207-310-96100</u>	<u>12000</u>
			<u>\$0.00 30,000</u>
Funds requested from: (description and GL number)			
	<u>Corresponding</u>		
	<u>carryover</u>	<u>101-</u>	<u>6000</u>
	<u>line</u>	<u>206-</u>	<u>12000</u>
		<u>207-</u>	<u>12000</u>
			<u>\$0.00 30,000</u>

Explanation of request:

Unable to budget these until they occur

Supervisor/Clerk/Treasurer Review: 
(pending or date reviewed)

Board Authorization: 
(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/07/2021

Department Head Name: Farmer

Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	<u>101-756-82500</u>	<u>Acct./Audit fees</u>	<u>500</u>
	<u>211-344-82500</u>	<u>Acct/Audit</u>	<u>500</u>
	<u>247-728-82500</u>	<u>Acct./Audit</u>	<u>500</u>
	<u>249-371-82500</u>	<u>Acct./Audit</u>	<u>1200</u>
			<u>\$0.00 - 2700</u>
Funds requested from: (description and GL number)	<u>101-001-40100</u>		
	<u>211-001-40100</u>	<u>CARRYOVER</u>	
	<u>247-001-40100</u>		
	<u>249-001-40100</u>		
		<u>\$0.00 2700</u>	

Explanation of request:

Higher Accounting and audit fees than expected.

Supervisor/Clerk/Treasurer Review: [Signature]
(pending or date reviewed)

Board Authorization: [Blank]
(pending or date authorized)

BUDGET AMENDMENT REQUEST

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

Date: 07/07/2021

Department Head Name: Farmer

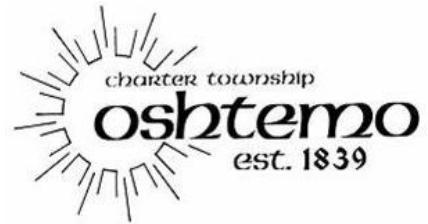
Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	<u>101-249-72806</u>	<u>Supplies</u>	<u>3000</u>
	_____	_____	_____
	_____	_____	_____
			<u>\$0.00 3000</u>
Funds requested from: (description and GL number)	_____	_____	_____
	<u>101-001-40100</u>	<u>Carryover</u>	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			<u>\$0.00 3000</u>

Explanation of request:

Supervisor/Clerk/Treasurer Review: [Signature]
(pending or date reviewed)

Board Authorization: _____
(pending or date authorized)



Memorandum

Date: July 8, 2021
To: Township Board
From: Anna Horner, P.E., Deputy Director of Public Works
Subject: Update on Streetlight Conversations for 2021

OBJECTIVE

This Public Works update is to inform the Board of recent discussions with Consumers Energy on planned LED conversation schedule, upgrades for current projects and future programming.

Requested action is Board approval of proposed scope of 2021 streetlight fund expenditures.

BACKGROUND

Staff facilitated discussion about Street Lighting in the Township at the April 20, 2021 Joint Boards Meeting. In follow-up to the feedback and questions, staff subsequently met with Kristen Greenwood, Consumers Energy, Statewide Streetlight Project Coordinator Specialist on standardization of streetlight fixtures, design process, conversion schedule, and Local Sidewalk Project related work.

During discussion with Kristen, she indicated that it would be in the best interest of the Township for the proposed conversation schedule to be updated for accuracy as many locations have been covered by attrition since the original phasing was laid out. Furthermore, this may be best as an annual process as they have a new online reporting tool for streetlights that are not functioning and they anticipate more steady conversions to occur.

Given this recent information from Consumers Energy, as an alternative for 2021 streetlight upgrades and budget, Staff requested quotes upgrading existing lights along Maple Hill and adding new lights to Croyden Ave for safety of the new sidewalk facilities.

Maple Hill Drive (LED Conversion) -	\$ 4,551.00
Maple Hill Drive (3 New Streetlights) -	4,280.50
<u>Croyden Ave (12 New Streetlights) -</u>	<u>14,109.25</u>
Total Streetlight:	\$22,940.75

The proposed budget of \$18,200.00 from Streetlight Fund planned for 2021 is recommended to be allocated to this work. Additional cost of \$4,740.75 would come from sidewalk project contingency budgeted monies (general fund). ***No budget amendments or new monies requested.***



July 6, 2021

Mtg Date: July 13, 2021
To: Oshtemo Charter Township Board
From: Iris Lubbert, AICP, Planning Director
Subject: First Reading: Section 57.90 Sidewalks

Objective:

Consideration of an amendment to Section 57.90 Sidewalks for First Reading.

Background:

Oshtemo Township continues to grow and, simultaneously, the Township is hearing community requests for a quality of life that is connected by sidewalks and paths. Over the years the Township has adopted several policies and ordinances to establish a physical and cultural environment that supports and encourages safe, comfortable, and convenient ways for a diverse population of pedestrians and bicyclists to travel throughout the Township and into the surrounding communities. The most recent of which was through the *Go!Green Oshtemo – 5 Year Parks and Recreation Master Plan*. Part of the plan included an action strategy to continue to require provisions for nonmotorized transportation facilities with site plan reviews. The Zoning Ordinance language that continues to implement this action strategy is Section 57.90, language provided below.

“For those uses requiring Site Plan review under this ordinance, an internal sidewalk network (including connection to and establishment of a sidewalk in the right-of-way of any arterial, collector, or local road indicated on the Non-motorized Facilities Map abutting the site) shall be required within public street rights-of-way and/or private street easements unless the reviewing body grants a deviation from this provision. Deviation may be considered if the street is a cul-de-sac, or if there are constraints as the result of severe topography or natural features.” (57.90 Sidewalks)

In essence, Section 57.90 does three things: 1) when a site plan is submitted to the Township the nonmotorized facilities shown on the adopted Nonmotorized Facilities Map needs to be installed as part of the site plan review and approval process, 2) a sidewalk network is required within the site itself (including a connection from the proposed development to the adjacent nonmotorized path), and 3) the reviewing body can grant a deviation if warranted.

What exactly that deviation can be was not specified in the code. As such, the Township’s reviewing bodies have over the years waived the requirement to install sidewalk with a number of different approaches. Most recently by requiring the applicant to sign a sidewalk SAD agreement. It has also become common practice that if the property in question cannot directly connect to an existing nonmotorized facility a deviation is granted so to avoid “sidewalks to nowhere”.

The Township Board discussed this section of the code and the Township’s current sidewalk policies at their March 9th, 2021 regular meeting. At that meeting the Board agreed that sidewalks should be installed more aggressively in urbanized areas of the Township, the “sidewalks to nowhere” argument is no longer a valid reason for a deviation in those urbanized areas, and this section of the code needs to be revisited and refined.

Staff presented the Township Board's request to the Planning Commission at their regular March 25th meeting for an initial discussion to guide the direction of an Ordinance amendment. At their regular April 8th and May 27th meetings, the Planning Commission reviewed multiple versions and discussed various directions for the amendment. Ordinance Section 64 Site Plan Review and Section 294 Non-Motorized Facilities/Sidewalks as well as the Kalamazoo Area Transportation Study Metropolitan Planning Organization's (KATS MPO) Urbanized area map and Oshtemo's adopted nonmotorized plan were referenced in those discussions and in drafting the amendment. A Public Hearing for the proposed text was held on June 24th, 2021. During the Public Hearing one public comment was received with a request that sidewalk SADs still be allowed to be considered. The Planning Commission unanimously motioned to forward the proposed amendment to the Township Board for consideration with a recommendation of approval.

It should be noted that when comparing the KATS MPO Urbanized area map to Oshtemo's adopted nonmotorized plan it was found that almost all of Oshtemo's identified desired nonmotorized facilities were within the identified urbanized boundary. As such, both the Planning Commission and staff felt it was unnecessary to distinguish between urban and non-urban areas within the proposed amendment.

Proposal:

The proposed amendment to Section 57.90 of the Ordinance addresses the Township Board's concerns regarding the installation of nonmotorized facilities in connection to site plan reviews, provides clear direction to both staff and developers, and makes this section consistent with other existing sections of the ordinance.

The amendment consists of some clarifying language and three major changes, described below.

1. A clear direction for a deviation is provided. The reviewing body can approve an Escrow agreement in Lieu of requiring the nonmotorized facility to be installed. Through the Escrow agreement the developer would give the Township the funding needed to install the sidewalk at a later date. This deviation approach is consistent with Section 294: Non-Motorized Facilities and Sidewalk Ordinance of the General Ordinance.
2. Clear reasons for granting a deviation are outlined. The Planning Commission may grant the deviation if there is a demonstrated, extraordinary difficulty that the site presents or the Township has plans to install sidewalk along the property in question in the next five years or in coordination with an anticipated project.
3. The proposed ordinance recognizes that this approach may not be appropriate for all site plan reviews. The amendment outlines specific types of smaller site plan reviews where requiring a sidewalk installation would be disproportionate to the work being proposed. These site plans would be exempt from this section.

Attachments: Proposed 57.90 Text Amendment Document - proposed changes shown in **red**, Excerpt from Ordinance Section 64, Excerpt from Ordinance Section 294, Adopted Nonmotorized Plan, Illustration overlaying the ACUB area onto the Oshtemo nonmotorized plan.

57.90 Sidewalks and Non-motorized Facilities.

For those uses requiring Site Plan review under this ordinance, an internal sidewalk network (including connection to and establishment of a sidewalk or shared use path in the right-of-way of any arterial, collector, or local road indicated on the Non-motorized Facilities Map abutting the site) shall be required to be constructed within public street rights-of-way and/or private street easements. ~~unless the reviewing body grants a deviation from this provision. Deviation may be considered if The street is a cul-de-sac. there are constraints as the result of severe topography or natural features.~~ Sidewalk easements on private property may be entered into and utilized if determined appropriate by the Township Engineer.

However, unique circumstances may exist such that the installation of non-motorized facilities in compliance with this article may not be appropriate at the time of development. Accordingly, the property owner may in lieu of constructing the required non-motorized facility, request to enter into an Escrow Agreement with the Township as outlined in the Non-Motorized Facilities/ Sidewalk Ordinance. The reviewing body is authorized to approve an Escrow Agreement in lieu of the required non-motorized facility in the following instances:

1. Where strict application would result in extraordinary difficulty, including, but not limited to, severe variations in topography, unsuitable soils, or difficulty in providing safe separation between pedestrian and vehicular traffic due to site location, layout, or existing building arrangements.
2. The Township has plans to install sidewalk along the property in question in the next five years or in coordination with an anticipated project.

The following Site Plan reviews are exempt from this Section:

1. Uses requiring site plan review that entail an alteration or expansion to an existing building involving less than 2,000 sq. ft.
2. Uses requiring site plan review that fall into the categories of 'Change in Use' or 'Accessory Structures and Site Improvements' in the Table under Section 64.20 Applicability.

ZONING ORDINANCE ARTICLE 64

64 – SITE PLAN REVIEW

64.20 APPLICABILITY

- A. Prior to the establishment of a use, addition to an existing use, or the erection of any building, a Site Plan shall be submitted to and approved by the Township in accordance with the procedures of this Article, and the development requirements of this and other applicable ordinances.
- B. The Township shall not approve the issuance of a building permit until a Site Plan, where required, has been approved and is in effect. Obtaining Site Plan approval does not guarantee issuance of a building permit.
- C. No grading, removal of trees or other vegetation, landfilling, installation of utilities, or other construction improvements shall commence for any development which requires Site Plan approval until a Site Plan is approved and is in effect, except as permitted by this ordinance or by Section 56.30.
- D. Site Plan review shall be required for the activities or uses listed in the table below. The Planning Commission, Zoning Board of Appeals, or Planning Department through Administrative Approval shall have the authority to review and to approve, approve with conditions, or deny Site Plan applications as provided in this Article, in accordance with the table below. If all Site Plan application requirements are met, the Site Plan shall be approved, approved with conditions, or denied within 60 days of receipt of the completed application.
- E. The Planning Director shall have the discretion to forward any Site Plan submitted for administrative approval to the Zoning Board of Appeals for final determination.
- F. If administrative approval is denied, the applicant may appeal the decision to the Zoning Board of Appeals.
- G. Single-family and two-family dwellings are exempt from these requirements.

Activity/Use	Administrative Review	Zoning Board of Appeals	Planning Commission	Township Board
NEW CONSTRUCTION				
Open Space Developments			Approve	
Planned Unit Developments (PUD)			Approve	
Multi-Family Developments/Buildings		Approve in R-4 District	Approve in R-3 District	
Mobile Home Community			Recommend	Approve
Any Nonresidential Building, Structure or Use (unless Special Use)		Approve		
Special Uses			Approve	

EXPANSION/MODIFICATION TO EXISTING BUILDINGS				
Alteration or expansion involving less than one-fourth of the floor area of an existing structure or is no greater than 2,000 sq. ft. whichever is less	Approve			
Alteration or expansion involving more than one-fourth of the floor area of an existing structure or is greater than 2,000 sq. ft.		Approve		
Expansion/Intensification of a Special Use			Approve	
CHANGE IN USE				
Reuse of an existing building where no building expansion is proposed, if the Planning Director determines the new use is similar or less intense in terms of parking, traffic generation, drainage, utility needs, noise, aesthetics and other external effects	Approve			
Change of land or building to a more intensive use, as determined by the Planning Director, that may involve substantial change in parking, traffic flow, hours of operation, public services, effluent discharge, or substantial alteration of the physical character of the site		Approve		
Change to a Special Use			Approve	
Temporary uses, buildings and structures	Approve			
Change of use/occupancy of an individual suite within a Commercial Center	Approve			
ACCESSORY STRUCTURES AND SITE IMPROVEMENTS				
Accessory structures/buildings that are one-fourth the size of the principal building or less and does not affect other Zoning requirements	Approve			

Accessory structures/buildings that are more than one-fourth the size of the principal building and/or affect other Zoning requirements		Approve		
Outdoor storage, sales and display for more than one day			Approve	
Modification or expansion of existing off-street parking, stacking spaces or loading and unloading areas	Approve			
Construction, relocation or erection of signs, screening walls, fences, waste receptacles, sidewalks, lights, and poles	Approve			
Modifications to comply with accessibility requirements	Approve			

294.000 - NON-MOTORIZED FACILITIES/SIDEWALKS

294.005 - Construction regulations.

Sec. V.

- A. Sidewalks/Multi-purpose Paths/Facilities Required - All developers shall, upon development of, **or major improvement to**, real property, construct a sidewalk or non-motorized multi-purpose path/facility in accordance with the Township's Zoning Ordinance and/or Subdivision/Site Condominium Ordinance, as guided by the Township's Master Land Use Plan.
- B. Sidewalk/Multi-purpose Path/Facility Construction Standards - All sidewalks or non-motorized paths/facilities shall be constructed in accordance with the design and construction standards which shall be approved, from time to time, by the Township Board.
- C. Permit Required - No sidewalk or other non-motorized path/facility shall be constructed without application for, and issuance of, a permit from the Township, in addition to any other state or local permits which may be required. The developer shall pay a permit application fee in accordance with the schedule adopted by the Township Board by resolution.
- D. Construction Plan Review - No sidewalk or other non-motorized path/facility shall be constructed, and no permit issued for same, prior to the review and approval of construction plans for same by the Township's Planning Department, the Township Engineer and any other required review body, including the Kalamazoo County Road Commission, or Michigan Department of Transportation, if applicable. The developer shall pay a fee for plan review in such amount as may be adopted by the Township Board by resolution from time to time. This fee may be in lieu of, or in addition to, any escrow fees, site inspection fees or certificate of occupancy inspection fees paid by developer, as determined by Township.
- E. Sidewalk Completion - All sidewalks or other non-motorized paths/facilities shall be constructed, inspected and approved by the Township prior to occupancy of a building on a site or in the case of a subdivision, prior to final plat or site condominium approval except as may be allowed in Paragraph G below.
- F. Inspection Required - The construction of the sidewalk or other non-motorized path/facility shall be inspected by the Township prior to the Township's approval thereof. The developer shall pay a fee for inspection in such amount as may be adopted by the Township Board by resolution from time to time. This fee may be in lieu of, or in addition to, any escrow fees, site inspection fees or certificate of occupancy inspection fees paid by developer, as determined by Township.
- G. Performance Guarantee - If weather or other unanticipated conditions prohibit completion of a sidewalk or non-motorized path/facility prior to Certificate of Occupancy issuance, prior to recordation of a final plat or prior to site condominium final approval, the developer/owner may provide the Township with a performance guarantee in an amount equal to the cost of the construction of the sidewalk or non-motorized path/facility system. The cost figure shall include the costs of site preparation, construction, site restoration and site inspection, and shall be based upon the construction plans as reviewed and approved by the Township. The performance guarantee provided to the Township shall be valid for the

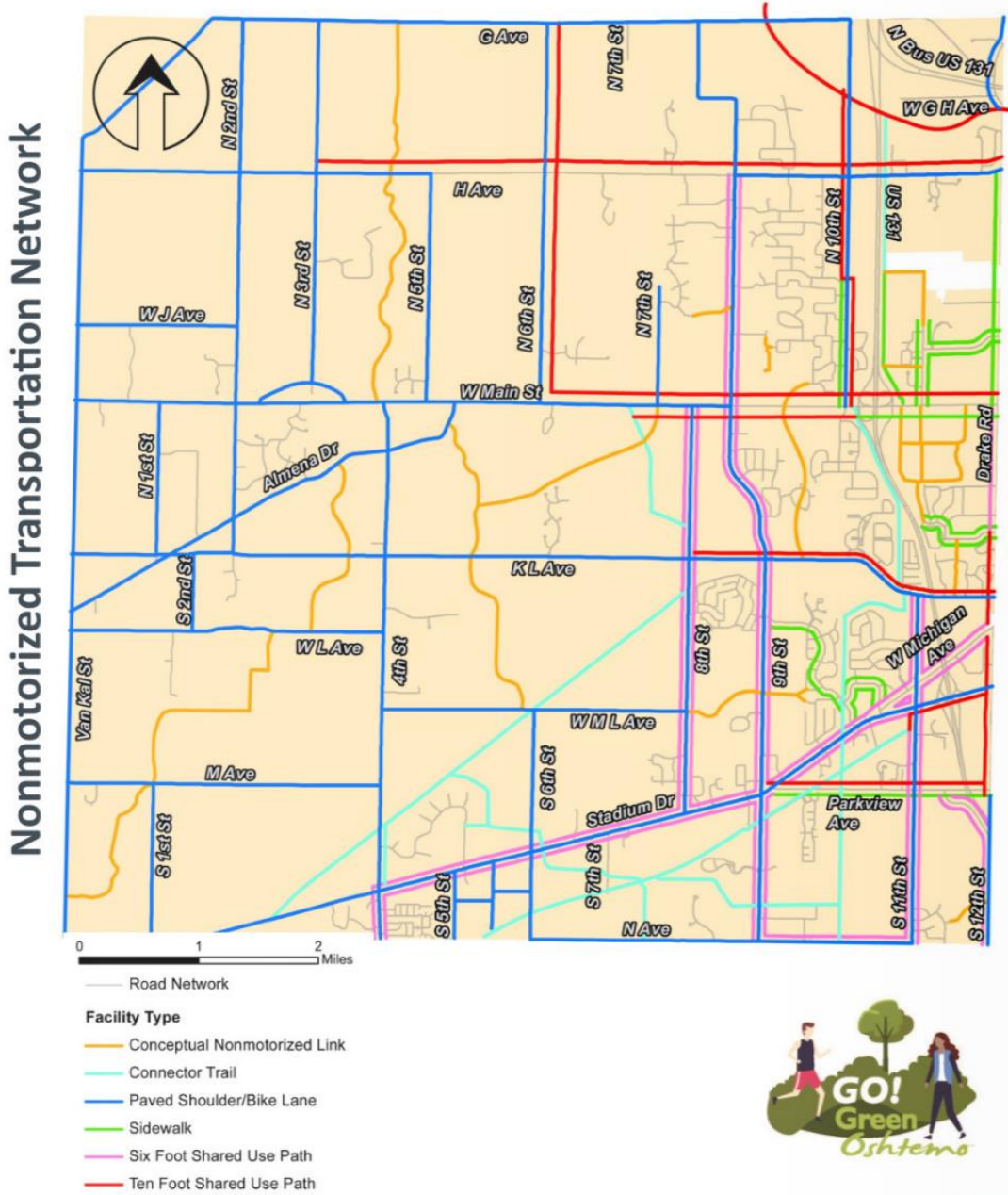
entire completion period allowed for sidewalk or non-motorized path/facility installation, inspection and approval.

H. Escrow Agreement - When the Township determines it is in the Township's best interest to delay construction of sidewalks, the developer/owner of the real property may pay the cost of construction of the sidewalk (as determined by the Township Engineer) to the Township and shall execute the Township's standard escrow agreement to guarantee completion of the sidewalk or non-motorized path/facility, pursuant to all Township standards and requirements. The cost figure shall include the costs of design, site preparation, construction, site restoration and site inspection.

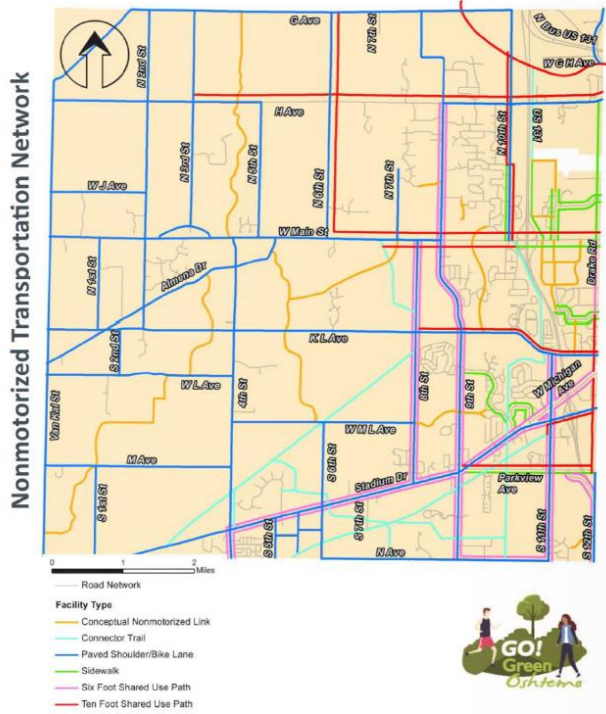
(Amended: Ord. No. 559, § I, 2-24-2015)

Nonmotorized Transportation Implementation

The Nonmotorized Transportation Network Map provides both multi-use paths and sidewalks that follow roadways, as well as ideas for off-road connections intended throughout the Township. This is a long-range plan of existing and envisioned facilities that will connect the entire Township. The intent of the future nonmotorized efforts is to create a network of links to adjacent jurisdictions, provide access to destinations within and around the Township, and ensure a system of “loop connections” throughout the community.

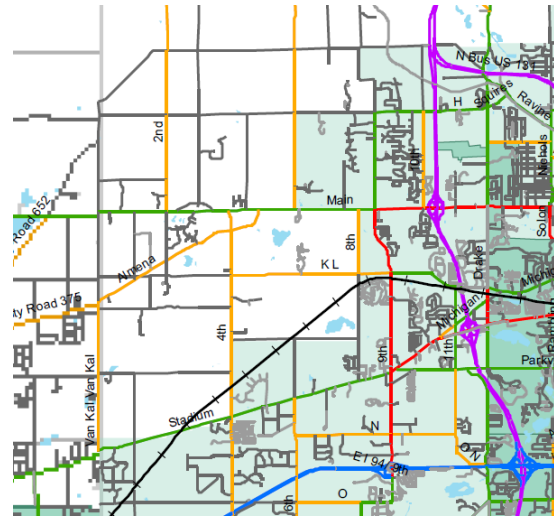


Oshtemo Nonmotorized Network Plan



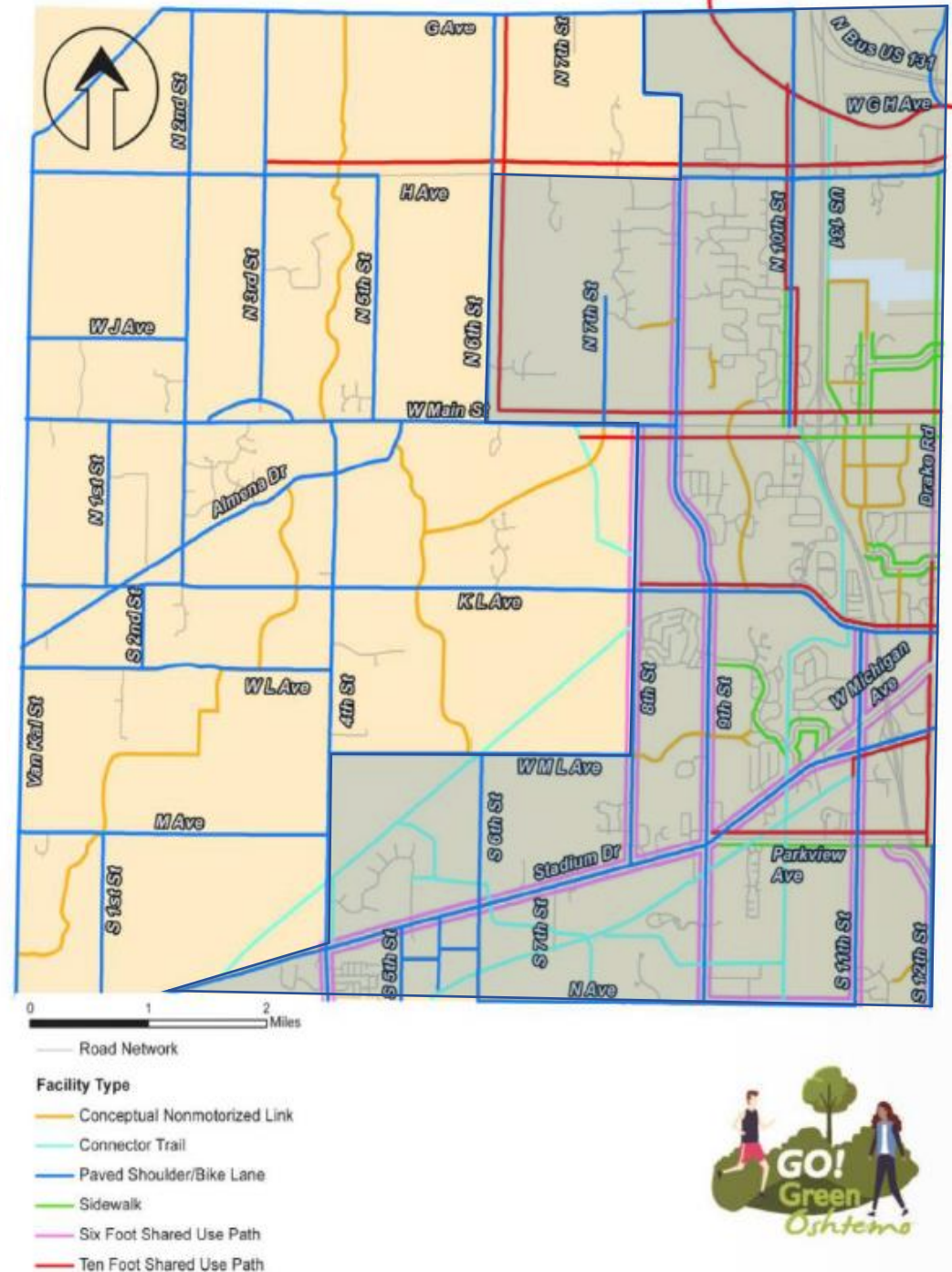
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KATS MPO map with Urbanized Area (excerpt)



+

Nonmotorized Transportation Network



OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING
COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED ON
THURSDAY, JUNE 24TH, 2021

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following additions and amendments to the Township Zoning Ordinance:

The amendment to Article 57, Section 57.90, SIDEWALKS to read, in summary, as follows:

57.90 Sidewalks and Non-motorized Facilities.

For those uses requiring Site Plan review under this ordinance, an internal sidewalk network (including connection to and establishment of a sidewalk or shared use path in the right-of-way of any arterial, collector, or local road indicated on the Non-motorized Facilities Map abutting the site) shall be required to be constructed within public street rights-of-way and/or private street easements. ~~unless the reviewing body grants a deviation from this provision. Deviation may be considered if The street is a cul-de-sac. there are constraints as the result of severe topography or natural features.~~ Sidewalk easements on private property may be entered into and utilized if determined appropriate by the Township Engineer.

However, unique circumstances may exist such that the installation of non-motorized facilities in compliance with this article may not be appropriate at the time of development. Accordingly, the property owner may in lieu of constructing the required non-motorized facility, request to enter into an Escrow Agreement with the Township as outlined in the Non-Motorized Facilities/ Sidewalk Ordinance. The reviewing body is authorized to approve an Escrow Agreement in lieu of the required non-motorized facility in the following instances:

1. Where strict application would result in extraordinary difficulty, including, but not limited to, severe variations in topography, unsuitable soils, or difficulty in providing safe separation between pedestrian and vehicular traffic due to site location, layout, or existing building arrangements.
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The following Site Plan reviews are exempt from this Section:

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2. Uses requiring site plan review that fall into the categories of 'Change in Use' or 'Accessory Structures and Site Improvements' in the Table under Section 64.20 Applicability.

Date: July 1, 2021

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

By: 

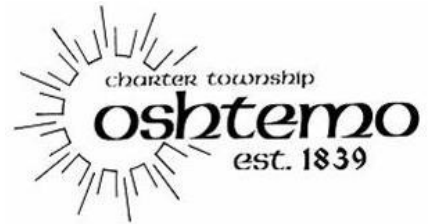
James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ **APPROVED** _____

_____ **DENIED** _____

_____ **REFERRED BACK TO PLANNING COMMISSION**



Memorandum

Date: July 6, 2021
To: Township Board
From: Anna Horner, P.E., Deputy Director of Public Works
Subject: 2021 Local Sidewalk Projects

OBJECTIVE

Obtain Board approvals for work related to the 2021 Local Sidewalk Projects.

BACKGROUND

During the design of sewer expansion projects, strategic segments of sidewalk were planned in conjunction with the construction to efficiently and cost effectively add these non-motorized facilities in residential areas as part of the GO GREEN! OSHTEMO plan. With the delay in the sewer expansion projects, the segments that were not directly adjacent to sewer work, were still designed and budgeted for construction in 2021 by Fleis & Vandenbrink.

To minimize additional administrative costs and realize economies of scale for both the Township, DDA and Contractors, staff recommended bidding all “2021 Local Sidewalk Projects” as complete package as follows -

Segment A: **Stadium Drive**, north side, Andover Drive to Quail Run Drive, HMA Path (DDA project)

Segment B: all five-foot-wide concrete sidewalk

Green Meadow Drive, north side, from western termini to Drake Road.

Maple Hill Drive, east side, from Vintage Lane to Croyden Avenue and

Croyden Ave, south side, from Maple Hill Drive to Drake Road.

Additionally, construction oversight, materials testing, staking, and contract administration will be completed by one consulting firm, Prein & Newhoff. Consultant billed time on each respective project segment and pay item quantities will be tracked separately to account for Township and DDA projects separately. As-needed services by Fleis & Vandenbrink will be used on Segment B if a design change or input is necessary from field conditions.

The DDA approved a budget amendment on July 7, 2021 at a special meeting for construction bid amount and contingency to allocate funds for award accordingly for Segment A as shown below.

Construction Bid Segment A:	\$ 526,320.00
<u>Construction Contingency 5%:</u>	<u>26,316.00</u>
Total Construction Segment A:	\$552,636.00

Construction Bid Segment B:	\$ 323,095.00
Construction Contingency 5%:	16,155.00
Prein & Newhoff (T&M):	62,000.00
<u>Fleis & VandenBrink as needed (T&M):</u>	<u>5,000.00</u>
Total Construction and Administration Segment B:	\$406,250.00

In the 2021 approved budget for Segment B of \$603,000 for the sidewalk projects and with current expenditures to date and budget amendment for reallocation to KL Ave Design and property acquisition, this amount is still within proposed budgeted cost.

Total Construction Segment A:	\$ 552,636.00
<u>Total Construction and Administration Segment B:</u>	<u>406,250.00</u>
Total Budget 2021 Local Sidewalk Projects	\$958,886.00

STATEMENT OF REQUESTED BOARD ACTION

Staff recommends the Board approve the following contracts associated with the 2021 Local Sidewalk Projects and authorize Supervisor to execute when all provisions are met:

1. Award Contract to Krohn Excavating in the amount of \$842,962.00
2. Construction Administration with Prein & Newhoff in the amount of \$62,000.00 and
3. As Needed Design Service with Fleis & Vandendrink in the amount of \$5,000.00.

ENCLOSURES:

Recommendation of Award Letter from Prein & Newhof

Prien & Newhof Section B Construction Administration Proposal

Fleis & Vandenbrink Proposal

Bid Tabulation 2021 Local Sidewalk Projects

July 8, 2021
2180386

Ms. Elizabeth Heiny-Cogswell
Supervisor
Charter Township of Oshtemo
7275 W. Main Street
Kalamazoo, MI 49009-8210

RE: 2021 Local Sidewalk Projects – Section A: DDA North – Section B: Maple Hill Drive,
Croyden Avenue and Green Meadow Drive

Dear Ms. Heiny-Cogswell:

Please find enclosed the bid tabulation for the subject project. We have reviewed the bids submitted and recommend award to Krohn Excavating of Bangor, Michigan in the amount of \$842,965.00 as the low, responsive bidder.

The project included Section A: DDA North and Section B: Maple Hill Dr, Croyden Ave and Green Meadow Dr. On Section A, an error was found in the submitted bid for Item 27: Sidewalk, Conc, 4 inch. The unit price was submitted at \$2.70 which did not correctly match the extended total of \$64,500. The contractor has requested the unit price be changed to \$3.00 to reflect to extended total that was submitted and match the unit price in Contract B. After discussion with township staff, it was agreed upon that a change order be made once the contract is executed. The modified Section A Sub-total Bid is \$526,320.00. The Section B Sub-total Bid remains unchanged at \$323,095.00. **The Total Bid for contract award is \$842,962.00**

A 5% contingency budget was discussed with township staff and deemed appropriate for this project. With correction in unit price for Section A and including contingency the **Total Construction Budget is \$891,886.00**

Following Board action regarding contract award, we will request that the contractor furnish the necessary bonds and insurance and prepare the contracts for execution. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Ryan M. Russell, P.E.

RMR:dlj

Owner: Charter Township of Oshtemo				1sr		2nd		3rd	
Project Title: Sidewalk Improvements (DDA North)				Krohn Excavating 55365 M-43 Bangor, MI 49013		Peters Construction 3325 E Kilgore Road Kalamazoo, MI 49001		Northern Construction Services PO Box 1299 Niles, MI 49120	
Bid Date & Time: June 30, 2021 at 10:00 am		Project #: 2180386							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Section A									
1	Mobilization, Max 5%	1	LS	\$29,800.00	\$29,800.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00
2	Tree, Rem, 37 inch or larger	1	EA	\$2,000.00	\$2,000.00	\$2,464.00	\$2,464.00	\$4,500.00	\$4,500.00
3	Tree, Rem, 6 inch to 18 inch	40	EA	\$400.00	\$16,000.00	\$176.00	\$7,040.00	\$250.00	\$10,000.00
4	Stump, Rem, 6 inch to 18 inch	40	EA	\$50.00	\$2,000.00	\$457.00	\$18,280.00	\$25.00	\$1,000.00
5	Stump, Rem, 37 inch or larger	1	EA	\$500.00	\$500.00	\$1,142.00	\$1,142.00	\$250.00	\$250.00
6	Clearing	0.5	ACRE	\$8,200.00	\$4,100.00	\$6,572.00	\$3,286.00	\$20,000.00	\$10,000.00
7	Curb and Gutter, Rem	2,700	FT	\$5.00	\$13,500.00	\$9.25	\$24,975.00	\$15.00	\$40,500.00
8	Sidewalk, Rem	350	SYD	\$14.00	\$4,900.00	\$18.00	\$6,300.00	\$27.00	\$9,450.00
9	Pavt, Rem	275	SYD	\$12.00	\$3,300.00	\$16.00	\$4,400.00	\$27.00	\$7,425.00
10	Structures, Rem	1	LS	\$6,900.00	\$6,900.00	\$10,752.00	\$10,752.00	\$13,000.00	\$13,000.00
11	Embankment, CIP	3,500	CYD	\$20.00	\$70,000.00	\$24.25	\$84,875.00	\$6.00	\$21,000.00
12	Sidewalk Grading	4,550	LF	\$15.00	\$68,250.00	\$13.50	\$61,425.00	\$53.00	\$241,150.00
13	Erosion Control, Inlet Protection, Silt Bag	12	EA	\$100.00	\$1,200.00	\$130.00	\$1,560.00	\$111.00	\$1,332.00
14	Erosion Control, Silt Fence	400	FT	\$3.00	\$1,200.00	\$4.50	\$1,800.00	\$4.00	\$1,600.00
15	Subbase, CIP	330	CYD	\$14.00	\$4,620.00	\$26.50	\$8,745.00	\$20.00	\$6,600.00
16	Maintenance Gravel, LM	70	CYD	\$30.00	\$2,100.00	\$45.00	\$3,150.00	\$15.00	\$1,050.00
17	Dr Structure Cover, Adj, Case 1	6	EA	\$300.00	\$1,800.00	\$552.00	\$3,312.00	\$400.00	\$2,400.00
18	HMA Surface, Rem	3,000	SYD	\$6.00	\$18,000.00	\$9.50	\$28,500.00	\$27.00	\$81,000.00
19	Hand Patching	3	TON	\$430.00	\$1,290.00	\$481.00	\$1,443.00	\$350.00	\$1,050.00
20	HMA, 13A	25	TON	\$430.00	\$10,750.00	\$280.00	\$7,000.00	\$350.00	\$8,750.00
21	HMA, 36A	25	TON	\$430.00	\$10,750.00	\$280.00	\$7,000.00	\$350.00	\$8,750.00
22	Driveway, Nonreinf Conc, 6 inch	920	SYD	\$45.00	\$41,400.00	\$49.00	\$45,080.00	\$54.00	\$49,680.00
23	Curb, Conc, Det E4	25	FT	\$30.00	\$750.00	\$29.00	\$725.00	\$30.00	\$750.00
24	Curb, Conc, Det D2	50	FT	\$25.00	\$1,250.00	\$32.00	\$1,600.00	\$27.00	\$1,350.00
25	Curb, Conc, Det F4	2,100	FT	\$24.00	\$50,400.00	\$25.50	\$53,550.00	\$26.00	\$54,600.00
26	Sidewalk Ramp, Conc, 6 inch	1,550	SFT	\$6.50	\$10,075.00	\$8.75	\$13,562.50	\$6.00	\$9,300.00
27	Sidewalk, Conc, 4 inch	21,500	SFT	\$2.70	\$58,050.00 *	\$5.00	\$107,500.00	\$4.50	\$96,750.00

Bid Tabulation

Owner:				1sr		2nd		3rd	
Charter Township of Oshtemo				Krohn Excavating 55365 M-43 Bangor, MI 49013		Peters Construction 3325 E Kilgore Road Kalamazoo, MI 49001		Northern Construction Services PO Box 1299 Niles, MI 49120	
Project Title:									
Sidewalk Improvements (DDA North)									
Bid Date & Time:		Project #:							
June 30, 2021 at 10:00 am		2180386							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
28	Sidewalk, Conc, 6 inch	4,100	SFT	\$5.00	\$20,500.00	\$6.25	\$25,625.00	\$6.00	\$24,600.00
29	Detectable Warning Surface, Cast Iron	80	SFT	\$55.00	\$4,400.00	\$71.00	\$5,680.00	\$50.00	\$4,000.00
30	Reinforced Concrete Ramp (Detail Section B)	1	LS	\$10,000.00	\$10,000.00	\$104,000.00	\$104,000.00	\$90,000.00	\$90,000.00
31	Reinforced Concrete Ramp (Detail Section A)	1	LS	\$3,000.00	\$3,000.00	\$9,600.00	\$9,600.00	\$15,000.00	\$15,000.00
32	Traffic Control Devices	1	LS	\$10,000.00	\$10,000.00	\$10,900.00	\$10,900.00	\$39,000.00	\$39,000.00
33	Turf Establishment	11,000	SYD	\$2.00	\$22,000.00	\$9.25	\$101,750.00	\$3.00	\$33,000.00
34	Gate Box, Adj, Case 2	3	EA	\$300.00	\$900.00	\$370.00	\$1,110.00	\$400.00	\$1,200.00
35	Gate Box, Adj, Case 1	2	EA	\$300.00	\$600.00	\$450.00	\$900.00	\$400.00	\$800.00
36	Hydrant, Relocate, Case 1	1	EA	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00
Landscaping									
37	Malus sargentii `Firebird' 2" cal	5	EA	\$5.00	\$25.00	\$585.00	\$2,925.00	\$550.00	\$2,750.00
38	Asclepias tuberosa 1 gal	40	EA	\$12.00	\$480.00	\$19.50	\$780.00	\$30.00	\$1,200.00
39	Allium `Globemaster' 1 gal	20	EA	\$13.00	\$260.00	\$40.00	\$800.00	\$30.00	\$600.00
40	Hemerocallis `Primal Scream' 1 gal	20	EA	\$12.00	\$240.00	\$21.00	\$420.00	\$33.00	\$660.00
41	Helictotrichon sempervirens 1 gal	24	EA	\$15.00	\$360.00	\$21.00	\$504.00	\$33.00	\$792.00
42	Peroviskia atripicifolia `Little Spire' 1 gal	16	EA	\$15.00	\$240.00	\$18.00	\$288.00	\$25.00	\$400.00
43	Rudbeckia fulgida var deamii 1 gal	32	EA	\$15.00	\$480.00	\$17.00	\$544.00	\$35.00	\$1,120.00
44	Schizachyrium scoparium `The Blues' 1 gal	30	EA	\$15.00	\$450.00	\$21.00	\$630.00	\$35.00	\$1,050.00
45	Site Preparation	1	LS	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$6,000.00	\$6,000.00
46	Metal Landscape Edging	50	LF	\$6.00	\$300.00	\$18.00	\$900.00	\$14.00	\$700.00
47	Planting Soil	20	CYD	\$70.00	\$1,400.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00
48	Bark Mulch	70	SY	\$15.00	\$1,050.00	\$18.00	\$1,260.00	\$20.00	\$1,400.00
49	Watering and Cultivating 1st Season	1	LS	\$3,500.00	\$3,500.00	\$6,900.00	\$6,900.00	\$4,000.00	\$4,000.00
Section A Sub-total Bid:					\$519,870.00 *	\$827,482.50		\$962,009.00	
Section B									
1	Mobilization, Max 5%	1	LS	\$20,200.00	\$20,200.00	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00
2	Tree, Rem, 6 inch to 18 inch	17	EA	\$400.00	\$6,800.00	\$160.00	\$2,720.00	\$300.00	\$5,100.00
3	Stump, Rem, 6 inch to 18 inch	17	EA	\$50.00	\$850.00	\$550.00	\$9,350.00	\$25.00	\$425.00

Bid Tabulation

Owner:				1st		2nd		3rd		
Charter Township of Oshtemo				Krohn Excavating 55365 M-43 Bangor, MI 49013		Peters Construction 3325 E Kilgore Road Kalamazoo, MI 49001		Northern Construction Services PO Box 1299 Niles, MI 49120		
Project Title:										
Sidewalk Improvements (DDA North)										
Bid Date & Time:			Project #:							
June 30, 2021 at 10:00 am			2180386							
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
4	Tree, Rem, 19 inch to 36 inch	15	EA	\$750.00	\$11,250.00	\$750.00	\$11,250.00	\$650.00	\$9,750.00	
5	Stump, Rem, 19 inch to 36 inch	15	EA	\$75.00	\$1,125.00	\$950.00	\$14,250.00	\$210.00	\$3,150.00	
6	Pavt, Rem	400	SYD	\$12.00	\$4,800.00	\$15.00	\$6,000.00	\$27.00	\$10,800.00	
7	Sidewalk Grading	6,600	LF	\$8.00	\$52,800.00	\$13.50	\$89,100.00	\$35.00	\$231,000.00	
8	Erosion Control, Inlet Protection, Silt Bag	15	EA	\$100.00	\$1,500.00	\$130.00	\$1,950.00	\$111.00	\$1,665.00	
9	Subbase CIP	400	CYD	\$14.00	\$5,600.00	\$26.00	\$10,400.00	\$30.00	\$12,000.00	
10	Sidewalk, Conc, 4 inch	31,100	SFT	\$3.00	\$93,300.00	\$5.00	\$155,500.00	\$5.00	\$155,500.00	
11	Sidewalk, Conc, 6 inch	1,300	SFT	\$5.00	\$6,500.00	\$6.00	\$7,800.00	\$6.00	\$7,800.00	
12	Sidewalk Ramp, Conc, 6 inch	400	SFT	\$6.50	\$2,600.00	\$11.00	\$4,400.00	\$6.00	\$2,400.00	
13	Detectable Warning Surface, Cast Iron	40	LFT	\$120.00	\$4,800.00	\$142.00	\$5,680.00	\$100.00	\$4,000.00	
14	Conduit, DB, 1, 3 Inch	400	LFT	\$16.00	\$6,400.00	\$10.00	\$4,000.00	\$17.00	\$6,800.00	
15	Driveway, Nonreinf Conc, 6 inch	320	SYD	\$45.00	\$14,400.00	\$53.50	\$17,120.00	\$54.00	\$17,280.00	
16	Curb & Gutter, Rem	600	LFT	\$9.00	\$5,400.00	\$11.00	\$6,600.00	\$35.00	\$21,000.00	
17	Curb & Gutter, Conc, Det F4	600	LFT	\$24.00	\$14,400.00	\$26.00	\$15,600.00	\$35.00	\$21,000.00	
18	Conc Base Cse, Nonreinf, 6 inch	120	SYD	\$45.00	\$5,400.00	\$52.00	\$6,240.00	\$54.00	\$6,480.00	
19	Hand Patching	20	TON	\$430.00	\$8,600.00	\$482.00	\$9,640.00	\$400.00	\$8,000.00	
20	Gate Box, Adj, Case 2	2	EA	\$300.00	\$600.00	\$450.00	\$900.00	\$400.00	\$800.00	
21	Sign, Replace, Salv	6	EA	\$120.00	\$720.00	\$60.00	\$360.00	\$60.00	\$360.00	
22	Turf Establishment	15,000	SYD	\$2.00	\$30,000.00	\$9.50	\$142,500.00	\$3.00	\$45,000.00	
23	Clearing	1.5	Acre	\$6,700.00	\$10,050.00	\$2,500.00	\$3,750.00	\$15,000.00	\$22,500.00	
24	Maintaining Traffic, Minor Street	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$29,000.00	\$29,000.00	
Section B Sub-total Bid:						\$323,095.00		\$565,110.00		\$653,810.00
Total Bid						\$842,965.00 *		\$1,392,592.50		\$1,615,819.00

* Denotes correction made by Engineer

July 8, 2021

Sent via email: libbyhc@oshtemo.org

Ms. Elizabeth Heiny-Cogswell
Supervisor
Charter Township of Oshtemo
7275 W. Main Street
Kalamazoo, MI 49009-8210

RE: 2021 Local Sidewalk Projects – Section B: Maple Hill Drive, Croyden Avenue and Green Meadow Drive Construction Observation

Dear Ms. Heiny-Cogswell:

Prein&Newhof is pleased to present our Professional Services Agreement for Construction Staking and Construction Observation for the proposed 2021 Local Sidewalk Projects – Section B.

Construction Engineering – \$47,000

- A. Full-time Construction Observation – assumes 200 hours
- B. Mileage to and from construction site (assumes 100 trips)
- C. Concrete Testing by MDOT certified inspector
- D. Compaction Testing by MDOT certified inspector
- E. Record Plans


Construction Staking – \$15,000

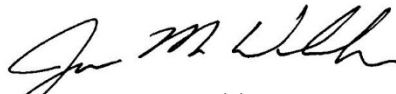
- F. Right-of-way
- G. Walks
- H. ADA Ramps
- I. Driveways/curbs

We will provide the above services on a time and materials basis estimated at \$62,000. If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof


Ryan M. Russell, P.E.


Jason M. Washler, P.E.

TCW:RMR:JMW:dlj

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

Professional Services Agreement

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

WHEREAS Client intends to:

Construct a 5-foot wide sidewalk for the 2021 Local Sidewalk Projects – Section B: Maple Hill Drive, Croyden Avenue and Green Meadow Drive

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client

For P&N

Name: Elizabeth Heiny-Cogswell
Title: Supervisor
Phone Number: (269) 375-4260
Facsimile Number: (269) 375-7180
Email: libbyhc@oshtemo.org

Name: Ryan M. Russell, P.E.
Title: Project Engineer
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: rrussell@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

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

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated July 8, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

- P&N Scope of Services per Proposal dated July 8, 2021

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above

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

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

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client: _____

By: _____

By: _____

Printed Name: Jason M. Washler, P.E.

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions

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

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

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

G. Client Responsibilities

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

H. Hazardous or Contaminated Materials/Conditions

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

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

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

J. Insurance

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

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

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

L. Documents and Data

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

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



June 29, 2021

Via Email: libbyhc@oshtemo.org

Elizabeth A. Heiny-Cogswell, Supervisor
Oshtemo Charter Township
7275 W. Main Street
Kalamazoo, Michigan 49009

RE: Neighborhood Sidewalk Extension Project Updates

Dear Libby:

In March of 2018, Fleis and VandenBrink (F&V) teamed with O'Boyle, Cowell, Blalock, & Associates, Inc (OCBA) of Kalamazoo to develop sidewalk extension plans in coordination with the neighborhood sewer extension project. OCBA and F&V developed sidewalk concept plans and opinion of cost estimates for sidewalk in the Skyridge, Fairlane, Whitegate Farms Neighborhoods, Beach Avenue, Meridian Avenue and Sunset Road.

Several public meetings were held with Township staff, F&V, OCBA, residents, and businesses. Based on comments received at the public meetings, the township elected to install sidewalk on Maple Hill Drive, Croydon Drive, Whitegate lane, Michigan Avenue, and Fairgrove Street. In addition to sidewalk extensions, the township approved installing a traffic circle at Driftwood and Crimson Lane and extending the existing sidewalk on Lamplighter and Castleton Lane to Powderhorn Drive. These projects were intended to be installed as part of the Neighborhood Sewer Extension Project.

Preliminary project estimates indicated the engineering fees for the design and construction administration would be \$180,800. By combining the sidewalk projects with the sewer projects, F&V proposed a fee of \$51,000. This provided a cost savings of \$129,800 to the Township.

On September 11th, the Township Board approved a contract with Fleis and VandenBrink for \$51,000 to design and provide construction administration to include the additional sidewalk with the neighborhood sewer plans.

During preliminary design phase, the Township choose not to proceed with the several sections of sidewalk. The Township also removed the traffic circle and speed tables from the plans. The following sections of sidewalk remained in the plan.

- Maple Hill Drive
- South side of Croyden Avenue
- North side of Green Meadow
- The Whitegate Farms Area

During final design phase, the Township choose to bid the Whitegate Farms Area with the neighborhood sewer project and bid the remaining projects separately with the plan to construct at

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

the same time as the sewer project. With the sewer project delayed, the Township postponed the sidewalk project to 2021.

In 2021, the Township elected to combine the neighborhood sidewalk project with the DDA sidewalk project and proceed with construction separate from the sewer project. Prein and Newhof took the lead assembling the bidding documents and will provide the lead in construction administration.

As the project will no longer be constructed at the same time as the sewer project, Township staff requested F&V provide a contract change request to provide as needed assistance during the construction Phase. F&V will assist the Township and Prein and Newhof during construction on history of the project and design intent questions.


<u>Item</u>	<u>Budget</u>
▪ As-Needed Construction Assistance	\$5,000 Not to Exceed.

We look forward to working with the Township to complete needed sidewalk improvements. Please feel free to call with any questions.

Sincerely,

FLEIS & VANDENBRINK

Matt G. Johnson, PE
Project Manager

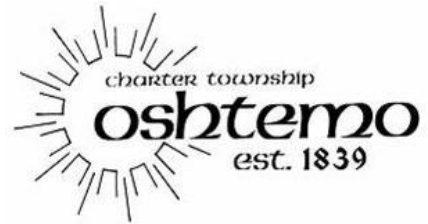

7-6-2021
Craig L. Shumaker, PE
Sr Vice President

Authorized to Proceed:

The above scope of work is authorized as an amendment under our general Professional Services Agreement dated August 16, 2016 based on the work scope outlined above.

Oshtemo Charter Township

Date



Memorandum

Date: July 6, 2021
To: Township Board
From: Anna Horner, P.E., Deputy Director of Public Works
Subject: Professional Services for KL Ave Nonmotorized Path

OBJECTIVE

Obtain Board approval of proposal for Professional Design and Construction Services for KL Avenue Non-Motorized Path.

BACKGROUND

A non-motorized facility has been planned along the north side of KL Avenue, between Drake Road and The Paddock Apartments, for many years. The Township has been agile and accommodating to have this project be included in other Agency projects and many challenges have delayed the implementation. Recently, MDOT released their proposed schedule for reconstruction of the US-131 bridge over KL Avenue within the pathway limits. This has ignited the project again and set a realistic completion deadline. We are excited about the current momentum and recognize the critically of this segment within the non-motorized network for the increased safety and access of all residents and users.

In February 2017, the Township began the design process for this complete segment of the KL Avenue path with a team of professionals from multiple local firms. These efforts were halted when MDOT's bridge reconstruction project was delayed from Amtrak coordination issues, leaving the plans at 50% completion. It is now opportune for the Township and partners to finish the plans to incorporate design elements of MDOT's project, begin the lengthy grant application submittal process from the Transportation Alternatives Program (TAP), and complete the associated Federal Highway Administration (FHWA) bidding requirements through MDOT.

The Township anticipates two separate TAP grant applications; one for the local metropolitan planning organization (MPO), the Kalamazoo Area Transportation Study (KATS), which has already been approved by the group, and one for MDOT Office of Economic Development (OED), which is a competitive process state wide. Staff has met with the MDOT OED coordinator about the projects' feasibility and worked together to strategically phase in two segments for the most competitive application. We are very encouraged with the feedback about the project and potential for funding.

The proposals attached include professional design and construction services by OCBA and Wightman as well as Right of Way acquisition by Michiana Land Services (MLS). These firms are very familiar with the process, format, and requirements of a project with federal funding which

undergoes detailed reviews for compliance. The detailed work plan is broken down by year, 2021-2024, in the attached proposal. Design Services include construction plans, project specifications, environmental clearances, cost estimates, permits, and meetings. When engaging in right-of-way acquisition for federally funded projects, there is a very specific process and chain of communication that must occur which is why a specialist is being enlisted. Construction Services include full time site observation, materials testing, certified file documentation and surveying.

OCBA & Wightman – Lump Sum Not to Exceed: \$254,020.00

Reimbursables – Billable per Terms & Conditions, Est.: \$3,500.00

MLS – Billable Time, Est. Maximum: \$49,370.00

Total Estimated Professional Services: \$306,890.00

The consultants are very familiar with this project having been involved in the initial design work and are reputable for their respective expertise. These firms oversee compliance with funding requirements to minimize the risk to the Township and ensure a successful project.

STATEMENT OF REQUESTED BOARD ACTION

Staff recommends approval proposals for Professional Design and Construction Services for KL Avenue Non-Motorized Path with OCBA, Wightman, and MLS and for Supervisor to execute contracts.

ENCLOSURES

Proposal OCBA/Wightman

Proposal MSL

MAP – Phase 1 & Phase 2 limits

KL Avenue NMT

Legend

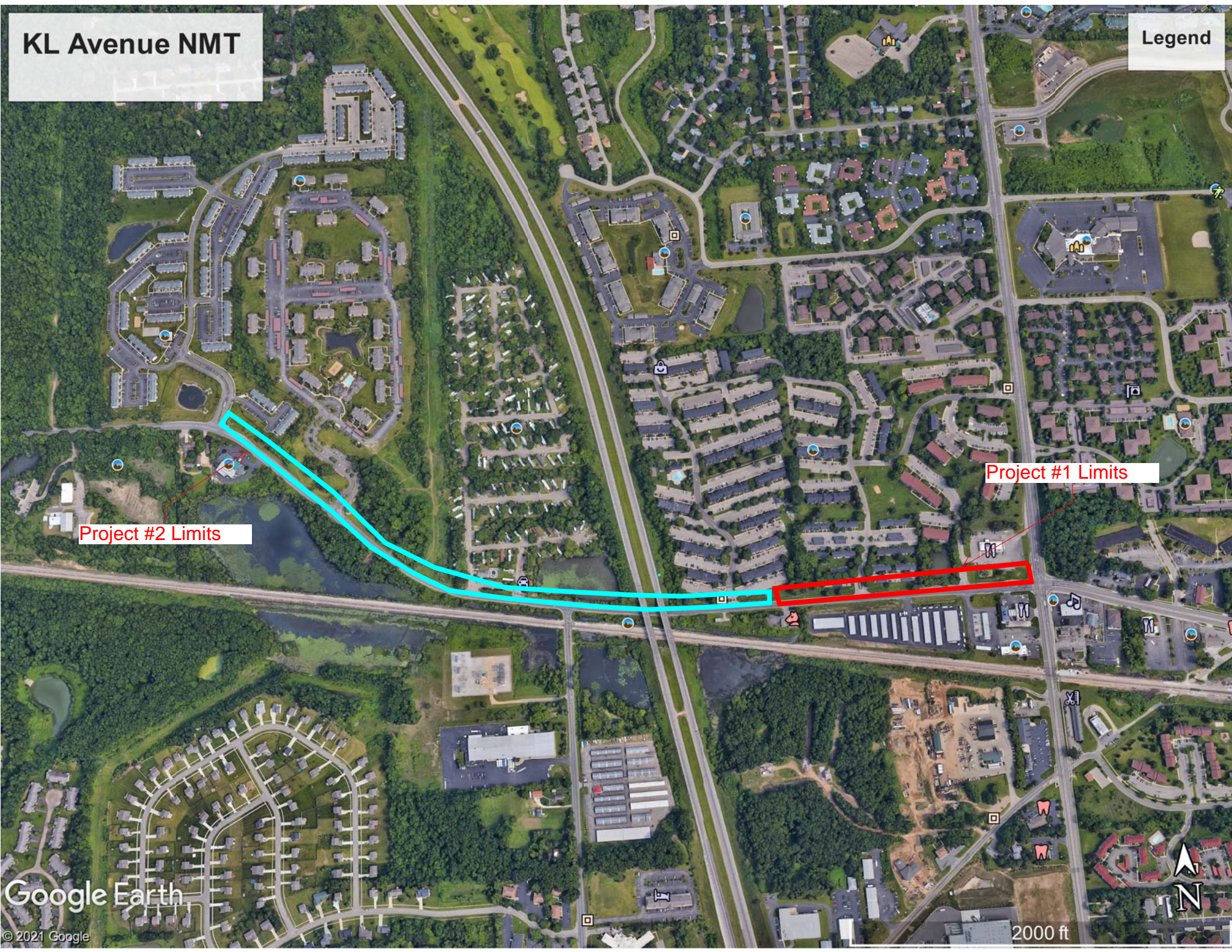
Project #2 Limits

Project #1 Limits

Google Earth

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2000 ft



26 May 2021

Mr. Marc Elliott, Director of Public Works
Charter Township of Oshtemo
melliott@oshtemo.org

Re: Proposal for Professional Services
KL Avenue Non-Motorized Path, Drake Road to Copper Beech CD-CA

Dear Marc:

O'Boyle, Cowell, Blalock & Associates, Inc. (OCBA) is pleased to present the following proposal in collaboration with Wightman & Associates, Inc. to provide professional services to develop final bidding documents and construction administration for a non-motorized path on the north side of KL Avenue from Drake Road to Copper Beech. Thank you for inviting us to continue to be involved in this exciting project.

Our Understanding of the Project

We understand that Oshtemo Township has construction documents that are approximately 50% complete based upon previous coordination efforts in 2017 with the Road Commission of Kalamazoo County (RCKC) and the Michigan Department of Transportation (MDOT). We understand that MDOT is nearing completion of the construction documents for the U.S. 131 overpass replacement and have tentatively scheduled construction for 2023-2024. Construction of the proposed non-motorized trailway will occur in two separate phases due to grant funding and coordination with MDOT.

Therefore, Oshtemo Township would like to have two construction packages completed and issued for bidding to match up with the attached preliminary schedule. OCBA and Wightman will use the previous construction document files to complete the trail layout for the two construction document packages and will coordinate with RCKC and MDOT on these layouts. OCBA and Wightman will also help with the following tasks over the next four years:

2021

- 1) MDOT TAP Grant Application Submission: OCBA and Wightman will help Oshtemo Township prepare the plan documentation, cost estimate, and grant application for the June 2021 submittal. We understand that RCKC is the Act 51 Agency and will be the project lead through MDOT.
- 2) Phase I and Phase II Construction Document Sets: OCBA and Wightman will prepare both construction document sets in coordination with the RCKC, Kalamazoo Metro, and MDOT. Documentation will include demolition, layout, landscape, and grading plans as well as typical cross sections and details. Special provisions will be prepared per MDOT standards for bidding. Structural design and documentation of the Phase II boardwalk will also be included in this proposal. All plans will be prepared to meet RCKC and MDOT standards to facilitate review and approval. These plans will be submitted for MDOT Grade Inspection in early 2022.
- 3) NEPA Environmental Clearance: Wightman will assist OCBA and Oshtemo Township with the preparation and submittal of the NEPA Form 5323. This will need to be submitted approximately 3 months prior to the Grade Inspection. This proposal anticipates the environmental review will result in a categorical exclusion and not require an Environmental Assessment. We have assumed the NEPA clearance can be submitted once for both projects.
- 4) SHPO/Section 106 Review: Wightman will consult with Orbis (or see if OCBA has somebody) to prepare and submit the SHPO Section 106 documentation. This scope of work consists of the application and desktop

review. This does not include any necessary fieldwork (exploratory excavations or field investigations) that may be required by SHPO or based on the findings of the desktop review. If SHPO requires additional efforts, additional fees would be requested at that time.

- 5) Opinion of Probable Costs: OCBA and Wightman will refine the 2017 opinion of probable costs for both Phase I and Phase II projects for Oshtemo Township staff to evaluate funding options.
- 6) Review Meetings: OCBA and Wightman will meet with Oshtemo Township, RCKC, and MDOT to review 50% CD plans for both phases, 90% CD plans for both phases, and hold coordination meetings with MDOT for the trail work to be included as part of MDOT's 2024 construction work.
- 7) Property Acquisition: Oshtemo Township will work on the property acquisition needed for the non-motorized trail and OCBA/Wightman will assist with graphic plans to help with negotiations. Additional survey work and legal descriptions of the acquired properties are not included in this proposal but can be added, if needed. Any easements acquired as part of the design process will need to be in accordance with MDOT Real Estate regulations.

2022

- 1) MDOT Grade Inspections: OCBA and Wightman will submit both construction document plan and specification sets to MDOT for the Grade Inspections. OCBA and Wightman will meet with Oshtemo Township staff, RCKC staff, and MDOT staff to review the MDOT comments and inspect the site.
- 2) Right-of-Way Permit: OCBA and Wightman will submit the application and plan sets for the RCKC Right-of-Way permit for the Phase I construction documents. This proposal assumes that Oshtemo Township will pay the permit fees.
- 3) Bidding of Phase I Plans: OCBA and Wightman will assist Oshtemo Township in the bidding process for the Phase I construction documents with construction scheduled to start in late fall of 2022.
- 4) Construction Administration: OCBA will provide construction administration services and Wightman will provide on-site engineering inspection services during the construction of the Phase I trail through 2023. We are estimating this phase of the project to be approximately 8 weeks in duration with an Inspector to be on site 50 hrs/ week. Supplemental personnel will be added as needed during paving operations. Wightman will also be providing survey field staking during construction.
- 5) Materials Testing: Wightman will perform the necessary sampling and materials testing in accordance with MDOT procedures. This testing will generally consist of density, gradations, concrete, and HMA. If there is any specialty testing required such as for geotextiles, geogrids, timber structures, structural fabrication, etc. Wightman will sub-consult this work to a third-party lab. These testing services would be billed in accordance with Wightman's Terms and Conditions as a reimbursable expense. Prior to performing the work, Wightman will provide an estimate cost of these services.
- 6) New Wetland Delineation: Due to the timing delay between the original 2017 wetland delineation and the proposed 2023 EGLE permit request, EGLE will require a newer wetland delineation to be prepared. OCBA will coordinate proposals for these services (costs are not included in this proposal for the wetland delineation service) and incorporate the new wetland limit information into the construction documents.
- 7) MDOT Trail Documentation: OCBA and Wightman will coordinate the layout for the trail work to be included in the 2023-2024 KL Avenue Overpass Replacement project.

2023

- 1) Right-of-Way Permit: OCBA and Wightman will submit the application and plan sets for the RCKC right-of-way permit for the Phase II construction documents. This proposal assumes that Oshtemo Township will pay the permit fees.
- 2) Bidding of Phase II Plans: OCBA and Wightman will assist Oshtemo Township in the bidding process for the Phase I construction documents to start in early 2024.

- 3) NEPA and Section 106 Reviews: Wightman would look to submit these clearances with the Phase 1 project. However, it may require a separate package submittal depending on the status of property acquisitions. If the project clearance is able to be obtained during Phase 1, then an amended request may be required to be submitted to cover any changes or modifications in the plans from initial submittal.
- 4) EGLE Permit: OCBA and Wightman will submit permit application to EGLE for the Joint Permit Application for the Phase II construction documents. The application will include plans, cross-sections, earthwork calculations, and other data required by the permitting agency. This proposal assumes that Oshtemo Township will pay the permit fees.

2024

- 1) Construction Administration: OCBA will provide construction administration services and Wightman will provide on-site engineering inspection services during the construction of the Phase II project through the end of 2024. We are estimating this phase of the project to be approximately 13 weeks in duration with an Inspector to be on site 50 hrs/ week. Supplemental personnel will be added as needed during paving operations. Wightman will also be providing survey field staking during construction.
- 2) Materials Testing: Wightman will perform the necessary sampling and materials testing in accordance with MDOT procedures. This testing will generally consist of density, gradations, concrete, and HMA. If there is any specialty testing required such as for geotextiles, geogrids, timber structures, structural fabrication, etc. Wightman will sub-consult this work to a third party lab. These testing services would be billed in accordance with Wightman’s Terms and Conditions as a reimbursable expense. Prior to performing the work, Wightman will provide an estimate cost of these services.

Services Not Included in this Proposal: (but can be added in later after the scope is determined)

- 1) 2022 Wetland Delineation
- 2) Geotechnical Soil Borings (if it is determined that the 2017 Geotechnical Report is too old)
- 3) Property Acquisition, Title Searches for Easements, and Easement Documentation
- 4) Electrical Lighting Design and Documentation
- 5) Specialty Testing Services

We propose to provide the services outlined in this proposal for a lump sum fee of \$254,020.00, not including reimbursable expenses, which we estimate will be in the range of \$3,500.00. The fee is broken down as follows:

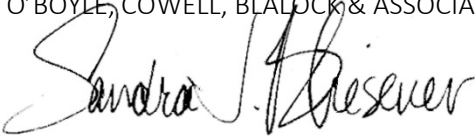
<u>2021</u>	<u>\$ 27,300.00</u>
OCBA	\$ 14,300.00
Wightman	\$ 13,000.00
<u>2022</u>	<u>\$ 94,875.00</u>
OCBA	\$ 15,625.00
Wightman	\$ 79,250.00
<u>2023</u>	<u>\$ 14,910.00</u>
OCBA	\$ 7,910.00
Wightman	\$ 7,000.00
<u>2024</u>	<u>\$116,935.00</u>
OCBA	\$ 17,185.00
Wightman	\$ 99,750.00

We will bill monthly in proportion to the work completed. We expect payment within 30 days of receipt of invoice. If the above proposal meets with your approval, please sign and date a copy and return it to our office as a record of our agreement and authorization to proceed.

We appreciate the opportunity to submit this proposal. Please let me know if you have any questions or need additional information.

Sincerely,

O'BOYLE, COWELL, BLALOCK & ASSOCIATES, INC.



Sandra J. Bliesener, LLA, ASLA, LEED AP
President

SJB/atr

Approved by:

Signature

Date



505 Pleasant Street, Suite 400
St. Joseph, MI 49085

Phone: (269) 350-1574
Fax: (269) 983-3007

Email: gmorton@michianalandservices.com
Website: www.michianalandservices.com

June 28, 2021

Osthemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Attention: Karen High, Parks Director

***RE: KL AVENUE NON-MOTORIZED TRAIL
PROPOSAL FOR RIGHT OF WAY ACQUISITION***

Dear Karen,

Michiana Land Services, Inc. (MLS) is grateful for the opportunity to submit a proposal for the above project. MLS has been providing right of way services for governmental agencies, public utilities, and private industry for over twenty-five years. Our staff is experienced in negotiations, problem solving and project support. We believe, working together with positive attitudes, provides the best results for all parties.

Safety and security are important practices at MLS. OSHA and COVID-19 safety protocols are followed, and confidential information is kept confidential. MDOT, State and Federal guidelines are followed on all acquisitions. We believe common sense, practicality and consistency go a long way in making the process of acquiring right of way easements reasonable and understandable for the property owners.

Upon acceptance of this proposal, MLS will:

1. Obtain the necessary Permanent Easements, Temporary Easements and Licenses as proposed by the Township and their engineers.
2. Create and organize files to include accurate and pertinent documentation on the parcels throughout the process, while meeting all State and Federal requirements of the Uniform Relocation Assistance and Property Acquisition Regulation 49 CFR Part 24 (ACT).
3. Represent the Township, contractors, and the community in a professional and respectable manor.
4. Communicate with the Township, its agents, and contractors to review the acquisition, plans and issues, as necessary, throughout the project.
5. Identify the property owners and other owners with interest, as necessary.
6. Obtain title searches to ensure ownership of each parcel and meet regulations.
7. Coordinate and secure the appropriate Market Study, Appraisals and Reviews, as necessary. State and Federal guidelines require individual appraisals and review of appraisals on each parcel when the compensation for the proposed right of way is estimated to be above \$10,000 or complicated. The Agent and Township shall meet to determine the best approach.
8. Provide a Request for Authorization, itemizing each proposed acquisition and its cost, based upon fair market values as determined by the market study or appraisals, prior to presenting the "Good Faith Offer" to the landowners. Compensation will not be offered to the landowners without the approval from the Township.
9. Draft the acquisition documents using standard templates on file with MLS that meet State and Federal requirements.

10. Obtain supporting estimates/bids, (sprinkler or landscaping restorations, sign relocation, etc.), for restoration and relocation matters when necessary.
11. Initiate negotiations, coordinate and attend meetings with the property owners, their representatives and/or tenants and provide supporting services as necessary to reach an acceptable agreement for the proposed right of way.
12. Present and explain ‘Good Faith Offer’, the plans, the project, and the process along with the appraisal and/or market study to the landowner.
13. Supervise, coordinate, and obtain any necessary supporting documents, (Release of Lien, Quit Claim Deed, etc.) that may be necessary to secure the easements.
14. Maintain a Memorandum of Negotiations for each landowner.
15. Present the Township with a Request for Payments along with the fully executed documents and W-9.
16. Present to the Township a Right of Way Report identifying the landowners, their contact information, and an outline of the easement negotiations.
17. Record the Permanent Easement with the Kalamazoo County Register of Deeds.
18. Deliver the recorded Easement and payments to the landowner and document the file.
19. Supply support for audit or court proceedings.
20. Upon completion of the project, deliver all files to the Township.

The Township, or its contractors, is to provide MLS; a full set of plans, individual exhibits of the proposed easements including the legal description in Word and PDF format as well as agent support. This information will be used to create the required easement documents. The exhibit will be recorded along with the Permanent Easements.

Compensation for right of way services is based on \$80-per hour. This includes three (3) meetings with each landowner plus items 1 – 20, shown above, as applicable. If difficult negotiations, title matters or court proceedings occur, additional time and expenses, may be applied.

The costs shown for the market studies, individual appraisals, and reviews are estimated figures. These figures are based upon the total number and type of parcels included in the Market Study, Appraisals and Reviews. The exact costs of certified market studies, appraisals and reviews shall be approved by the Township before ordering said items. A market study, individual appraisal and reviews is a State and Federal requirement and must be provided by a MDOT-approved and State-Certified appraiser. This service will be subcontracted.

To be in compliance with MDOT, State and Federal guidelines, compensation for the proposed right-of-way must be presented to the landowners even when the Township is requesting the easements be donated. Landowners have the choice to donate or not donate the proposed easement, and to receive compensation for the easement. Guidelines require the compensation for the proposed easements be based on “fair market value” and presented to the landowner when the ‘Good Faith Offer’ is first presented.

For this project, a preliminary Market Study by MLS, will first be completed to estimate the square-foot value of the proposed easements and decide if certified appraisals are necessary. Certified Market Studies, Appraisals and Reviews will take approximately 4 to 8 weeks to be completed by the subcontractor. On parcels where the estimated value of the easement is \$10,000 or more, regulations require an individual appraisal and review, even when requesting the landowner to donate the easement. Hopefully, the need for individual appraisals and reviews will be limited. The Township and Agent shall meet to discuss the appropriate method to use to determine the value of the easements.

Title commitments are also required per State and Federal guidelines. The figures noted below are based upon previous project experience.

Permanent Easements are subject to recording fees and transfer taxes per the Kalamazoo County Register of Deeds. Transfer Taxes are based upon the compensation paid to the landowner.

Restoration and title issues and other miscellaneous matters are unknown factors at this time, \$9,000 is allotted for this category to cover issues that may arise. This figure is an estimate. Compensation will be discussed as individual cases arise. Other items covered in this category might be damages to the remainder, underground sprinkler restoration, sign relocation, landscaping, plantings, and tree loss, ect.

The table below is an overview of required costs based on State and Federal guidelines. Figures are presented with reduced rates for economic scale. MLS has taken a ‘worst-case scenario’ with the figures below. Please note it may not be necessary for all the expenses below to be used.

Right of Way Services – 9 parcels	\$1,200 (15 hours) - per parcel Based on three (3) meetings w/ each landowner.	\$10,800
Market Study – if applicable	Each - residential or commercial properties	\$2,700 - \$5,000
Market Study Review – if applicable	Each - Review of Market Studies	\$2,500 - \$4,500
Individual Appraisals – where necessary	Each - required if compensation is \$10,000 or more per parcel	\$2,500 - \$5,500
Individual Review Appraisals – where necessary	Each – required if compensation is \$10,000 or more per parcel	\$2,500 - \$4,500
Title Searches – residential or commercial	Each - \$300 - \$1,000	\$2,700 - \$9,000
Recording Fees – 9 Permanent Easements	Each - \$30	\$270.00
Transfer Taxes	Based upon compensation	TBD*
Restoration issues & miscellaneous matters	Individual costs to be approved by Township	\$9,000.00
Two (2) Public meetings	\$80-per hour (10 hours)	\$800.00
Additional landowner meetings	\$80-per hour	TBD*
Estimated Total Acquisition Costs		\$33,770 – \$49,370

MLS will invoice the Township monthly. Payment is due upon receipt of the invoice. Invoices will be detailed and itemized.

Our goal at MLS is to provide professional right of way services, in a timely manner, at a reasonable rate. Please contact us should you have any questions. Thank you for the opportunity to present this proposal for the Napier Avenue Sidewalk Project.

Thank you for the opportunity to present this proposal for the KL Avenue Non-Motorized Trail Project.

Sincerely,

Gail Morton

Gail Morton
Project Manager
Senior Right of Way Agent



505 Pleasant Street, Suite 400
St. Joseph, MI 49085

Phone: (269) 350-1574
Fax: (269) 983-3007

Email: gmorton@michianalandservices.com
Website: www.michianalandservices.com

ACCEPTANCE OF PROPOSAL

Client: **Osthemo Charter Township**
 7275 West Main Street
 Kalamazoo, MI 49009

Contact: **Karen High, Parks Director**

Project: **KL Avenue Non-Motorized Trail**
 Right of Way Acquisition Services

The township and I, hereby accept and authorize Gail Morton, Senior Right of Way Agent, at Michiana Land Services, Inc. to provide the right of way acquisition services on the above project as outlined in the proposal. The Township and I agree to the terms of this proposal on this day _____ of _____, 2021.

OSTHEMO CHARTER TOWNSHIP

Karen High, Parks Director

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

**RESOLUTION FOR CALLING FOR THE REPEAL OF THE US SENATE
FILIBUSTER AND IN SUPPORT OF H.R. 1 FOR THE PEOPLE ACT OF 2021**

Adopted: July 13, 2021

Effective: July 13, 2021

WHEREAS, Oshtemo Charter Township believes that ensuring free and unfettered access for all United States citizens to vote throughout the United States is of the utmost importance; and

WHEREAS, Oshtemo Charter Township believes that election integrity and security throughout the United States requires a national effort; and

WHEREAS, Oshtemo Charter Township believes that the redistricting of voting districts must be done objectively and fairly, in a nonpartisan manner; and

WHEREAS, Oshtemo Charter Township believes campaign finance should be regulated to ensure transparency, limit foreign influence, require appropriate disclosure by political committees, and limiting super PACs from undue influence over our elections; and

WHEREAS, Oshtemo Charter Township believes ethical reforms affecting the President, Vice President and the United States Congress is fundamental to ensuring continued confidence in the electoral process; and

WHEREAS, there was broad national support for the passage of H.R. 1 For the People Act of 2021; and

WHEREAS, the Senate use of the filibuster was able to stifle the will of the people;

NOW, THEREFORE, Oshtemo Charter Township hereby requests that the U.S. Senate:

1. repeal the filibuster rule which has been used to impede the passage of H.R. 1 For the People Act of 2021 thereby impeding the will of the people and
2. upon repeal of the Senate filibuster resubmit H.R. 1 For the People Act of 2021 for approval by the Congress of the United States of America.

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 following were Absent: None

The following Abstained: None

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

Dusty Farmer, Clerk
Oshtemo Charter Township

CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, 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 254 of 2020, on July 13, 2021, 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.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of July, 2021.

Dusty Farmer, Clerk
Oshtemo Charter Township