

# **Gull Lake Sewer & Water Authority**

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## **MINUTES OF THE AUGUST 23, 2017 REGULAR BOARD MEETING**

Authority Board Meeting

1:00 P.M.

**CALL TO ORDER/ ROLL CALL:** Chairman Stoneburner called the meeting to order at 1:00 P.M. Commissioners present were Jimmy Stoneburner, Wes Kahler, Lysanne Harma and newly appointed commissioner Gary Moore. Welcome Gary Moore-Ross Township Supervisor. None absent. Also present were Executive Director Rich Pierson, Executive Assistant Anne Richmond and Engineer Tom Wheat.

**REVIEW AND SET THE AGENDA:** Pierson added Delinquent Account Certification to New Business. Kahler made the motion to accept the Agenda as revised. Motion was seconded by Harma. **Motion carried; all ayes.**

**MINUTES OF THE AUGUST 1, 2017 REGULAR MEETING:** A motion was made by Harma and seconded by Kahler to accept the regular meeting minutes of August 1, 2017. **Motion carried; all ayes.**

**HEAR THOSE PRESENT (Non-Agenda Items):** None present.

### **CORRESPONDENCE:**

Kerry-Richland Vacant Lot Inquiry                      Sewer/Water Connection Inquiry  
The owner of a 5.1 acre parcel on the corner of DE and 32<sup>nd</sup> Street asked about connection to sewer & water. If the closest point of the structure is within 200 feet of the edge of the road right-of-way, the structure must connect to sewer (Sewer Connection Fee = \$11,562.46). The Richland Township ordinance does not require that the structure connect to water. If the structure does connect to water, the Water Connection Fee is \$1,180.00.

Ryan Minkus: Road Comm KC                      Contractor for Bridge Pipe Painting  
Pierson informed Ryan Minkus of the Kalamazoo County Road Commission that we have not yet located a contractor to bid the painting of our sewer pipe located off of the west side of the bridge and asked for the proposed start date for their work.

Rollin Richman                      Authorize A. Hartwick to Create Data Map  
 Rollin Richman asked GLSWA for access to our billing data to use for updating the Gull Lake Association database. Our GIS Specialist, Andrew Hartwick, can create a map that has the Authority's billing information for the parcels around Gull Lake. Pierson asked the Board to authorize Andrew to create the data map for Mr. Richman that would allow access to Parcel ID, Owner Name, Service Address, and Billing Address only. Andrew informed the Board that the map he creates could not be used to access any unauthorized information such as customer phone number or email. The Authority would bill Mr. Richman for Andrew's time at \$50 per hour. A motion was made by Harma and seconded by Kahler to authorize Andrew to create the data map for Mr. Richman. **Motion carried; all ayes.** Future requests will be brought to the Board for approval on a case-by case basis.

Renee Code-Kal Health Dept                      Sleeved Sherman Lake Connections  
 GLSWA recently did two new connections on Sherman Lake with grinder basins and 1 ¼ inch pressure pipe connecting to our existing pressure mains. Both of these installations required sleeving of the 1 ¼ inch due to the proximity of the wells. We sent Renee documentation of the sleeved pipes for her files. Renee thanked us and expressed appreciation for the communication that GLSWA provides.

Lotta Jarnfeld-Kal County                      Pictometry Flight Update  
 2016 and 2017 imagery was unacceptable due to heavy leaf coverage, therefore, invoices will not be sent out at this time for the second 1/3 of the cost. After we get the 2018 leaf-off imagery next year, an invoice for the remaining 2/3 of the cost will be prepared. Andrew Hartwick demonstrated Pictometry for the Board and Pierson is considering recommending the purchase of Pictometry again after the current contract expires.

Jess Siegfried: Cooper Twntp                      Letter Sent on Proposed Riverview Project  
 Pierson updated Mr. Siegfried on the proposed Riverview-Keyes sewer project in Cooper Township pursuant to his call to our office. Mr. Siegfried was appreciative of the answer and the explanation of how it works.

Shurmur-12410 N. Sherman Lake Dr,                      Invoice + Work Order-Grinder Pump  
 Pierson included an example of the invoice for final payment and a work order detailing the cost incurred by GLSWA for a recent Grinder Pump Installation.

Maria Bodor-Brook Lodge Inquiry                      Costs for Public Sewer Usage  
 Ms. Bodor asked what the costs for public sewer usage would be at the Brook Lodge facility which is currently for sale. Pierson informed her that it would depend on the water usage as the Capital costs have been paid.

MDEQ Final Reimbursement Letter                      Received from MDEQ  
 GLSWA received notification that our final disbursement request (No. 17) was received and that the SAW Grant project is now administratively complete. The final SAW Grant amount and local match are \$783,421.62 and \$87,046.85, respectively.

Barry Co. Court Notice to Appear

Did Not Attend

GLSWA received a Notice to Appear after having returned a signed stipulation and consent to the plaintiff's complaint to vacate the channel for a Pine Lake property and therefore believe that it is not necessary for us to appear in court.

## NEW BUSINESS / PROJECTS UPDATE

Annual Delinquent Certification

Authorize Certification to the Tax Roll

A list of delinquent sewer use accounts for the annual certification to the local unit tax rolls was provided to the Board members for their review. As payments are made, GLSWA removes the account from the list. Harma made a motion to approve the annual delinquent certification list as submitted on August 23, 2017. Motion was seconded by Kahler. **Motion carried; all ayes.** *The final delinquent sewer certification list will be sent to the Township Treasurers at the end of October to be put on the tax roll.*

Connection Fee Resolution for Financing

Approve Resolution + Contract

Pierson reviewed the updated Connection Fee Resolution and Connection Fee Contract with the Board. A motion was made by Harma and seconded by Moore to approve the Connection Fee Resolution and Connection Fee Contract for Connection Fee Financing for the amount of the Connection Fee that exceeds \$5,000 at a rate of 5% for 5 years. **Motion carried; all ayes.** *Pierson to investigate "assessment district of 1" for additional lien security for connection fees that are financed.*

Ross Township Road Assessment

3 Properties

GLSWA has 3 parcels that would be subject to the proposed Ross Township Road Improvements Special Assessment. The special assessment is estimated to be \$2,400 per improved parcel and \$1,200 per non-improved parcel.

Asset Management Plan (SAW)

- Asset Management Plan: Final web-site version scheduled for posting by the end of September.
- Radios: Inflow/Infiltration: There have been some legal and technical issues with the Parchment tower. Cellular communication may be considered as an alternative to transmit data to the base station.

#### Projects-Miscellaneous      2017-2018 Various Projects and On-Going Work

- Riverview-Keyes Drive: 170 homes – 2019; RFP being prepared
- Gilmore Farms-if ever 500 new homes, requires new forcemain/gravity main
- Gull Lake Condos – project moving forward slowly-Woodhouse's Next Phase
- E DE Avenue-Richland T: Advisory Petition results: No-10; Yes-2; More Info-1

#### Director-Staffing Update

#### Final Version of Advertisement

Pierson reviewed the final versions of the advertisements for the Executive Director job posting. Kahler made a motion to approve the advertisements for Executive Director and authorize posting them by August 25<sup>th</sup>. Motion was seconded by Jimmy Stoneburner. **Motion carried; all ayes.** Chairman Stoneburner assigned a Committee of Two consisting of Harma and Stoneburner to facilitate the hiring process for the Executive Director. *Pierson to develop interview questions per a request from Harma and prepare a procedures outline.*

#### Charleston Letter of Intent      Response to Letter of Intent Questions

GLSWA is interested in performing sewer operations for the remainder of Charleston township south of M96 and had submitted a Letter of Intent with alternate proposals in May of 2017. Supervisor VanderRoest recently posed several questions regarding this which Director Pierson addressed in a followup letter.

#### Work Orders over \$1,000

#### Manager Plus Work Order System

65 Reactive work orders to date – available as needed

- WO#4 LS 16 Pump #2 Parts \$1,542, Midwest Elect \$2,160 Total \$4,012 Non-Reimbursable
- WO#15 Upper Lateral Repair Parts \$0, Balkema Exc \$2,000 Total \$2,347 Reimbursable
- WO#42 Grinder Installation Parts \$3,000, Contractors \$3,286 Total \$6,712 Reimbursable

### OLD BUSINESS: ACTIVE...but NO CHANGE

#### Cooper Township Franchise Asset Management Plan + Letter of Intent

Pierson to develop Asset Management Plan for Cooper Township sewer and prepare a letter of intent.

#### Pole Barn

#### Document Nearly Completed for Advertising

Document nearly completed for advertising-bid opening 9/23 or 9/30. *Pierson to send Bid Packet out.*

#### Richland Village

#### Meeting Held on 7/25

A meeting was held on 7/25 with Rich Pierson, Jim Stoneburner and Village President Dave Greve on the proposed agreement. As a result of the meeting, *Pierson to present the Village with a proposed Sewer / Water Agreement in the near future.*

#### Gull Lake Condos – Easement

#### Pierson & Wheat Reviewed Application

Pierson and Engineer Wheat reviewed the easement application-to be prepared and submitted.

Logo: Proposed Logo Selection      Yet to be Selected  
 New proposed logo for GLSWA documents – yet to be selected by staff.

Metered Billing Project      Proposed Timeline  
 Proposed timeline for metered billing project – Ordinance adoption by 4/1/18.

(3) Repairs      Discovered a 2<sup>nd</sup> Broken Wye  
 Discovered a 2<sup>nd</sup> broken wye or lead based upon 4" reuse policy.

Rosenberger-Havens Condos      No Action on Proposed Settlement Agreement  
 The phone response was positive, but there has been no further action on the proposed settlement agreement.

DEQ-Purge Well Discharge      Receipt Acknowledged; No Further Action  
 Email sent to DEQ 5/23 to remind them, but no action on proposed settlement agreement.

Regional Commission      Update  
 Continued Water Contract negotiations / Rate Base / Ownership discussion.

**OLD BUSINESS: INACTIVE** (see Attachment A). The Board acknowledged receipt of the Old Business / Inactive list.

## FINANCIAL REPORT

Audit - as of 3/31/2017: Audit work has been completed by Seber-Tans and is scheduled to be presented on September 20<sup>th</sup> at the 1 pm Board meeting.

Financial Report / Bills Paid + Payable / Prein & Newhof Billing  
 A motion was made by Harma and seconded by Kahler to file the financial reports as presented, approve the standard bills paid through July 31, 2017, and pay the Prein & Newhof bill. **Motion carried; all ayes.**

## ADJOURN.

Chairman Stoneburner adjourned the meeting at 2:12 p.m.

Next Meeting: Wednesday, September 20 at 1:00 p.m. – Regular Meeting

Submitted for approval

  
 Lysanne Harma – Secretary



## Attachment A: Old Business Items

OLD BUSINESS ITEMS (Miscellaneous projects / items carried over) / No change in status unless <b>Red</b>			8/18/2017
No.	Item	Status	
1	DEQ Purge Well discharge RP sent reminder: Document forwarded to MDEQ	: Wells turned back on - still plan to be shut down in 2017; New Agmt to be drafted; Lease pay't-yes : Overall revenues for Authority FYE 2018 will likely be reduced 8% (\$100,000 +/-)	
2	Rob Thall - Property Acquisition/Easements RP + TW met to review - RP to prepare	: 2-Properties: Consumers / Gull Lake Condos + Consumers at Auth offices : DEQ construction permit obtained; CMS paperwork to be initiated - Intent to acquire easement.	
3	Gull Lake Authority Property Development Plan for June out-for-bid	: Pierson to meet with Harma + Dijkstra to make recommendation to Board on future Pole Barn / Office area expansion needs: rent space again winter 2017-18 if needed	
4	Gull Lake Ministries Reminded GLM of the need to consolidate	: RP to do review of their "non-single family" accounts (re-rate large multi-room homes) : Parcels need to be combined under common parcel number or they owe Conn Fees	
5	Galesburg - Comstock Interceptor	: Within main agenda : Postponed this work - anticipate new Regional Agmt in 2018 will resolve this: Pipe Repair needed	
6	PICA See Snake Investigation <b>To be removed from Old Business</b>	: Within main agenda ; Completed - results are in, need dig verifications + assumptions input into Dig verifications + strategy implementation scheduled for May 10th	
7	Charleston Township Sewer <b>Pierson sent letter to clarify questions 8/21</b>	: Pierson is preparing documents and costs analytics to present to GLSWA + Charleston for Charleston to have GLSWA operate, maintain and administer the sewer system in Charleston.	
8	1980-1990 Easement Releases Continue to work on these one-by-one: 2 year window	: On-going filing / FileBound project, accumulating all easements under 1 file, then having the County "acknowledge" and "release" them to us (as they are in the name of the County current)	
9	Village of Richland Contract <b>Pierson sent email with target date mid-September</b>	: Contract drafted. To be reviewed and forwarded to Village for their January meeting Emailed D. Greve suggesting meeting w/ him on Village Richland sewer/water issues	
10	Sherman Lake Easement 'clean-up / verify' SAW eligible - Anne, Cheri, Rich + Andrew on-going	: Pierson to review easements and check for accuracy - file in GIS system SAW extension requested to do this work - Extension denied. Work continues on these	
11	Malpass, Sherman Lake Grinder Customer	: Had backflow while grinder shut off for winter : Liability / procedural decisions to be made as to what needs to be done for Sh Lk snow-birds	
12	Kalamazoo Regional W / WW Commission Pierson discussed with legal counsel the Richland/Ross w	: GLSWA is party to a lawsuit (now withdrawn) regarding rates and charges : New water and wastewater agreements are being worked on the the Commission	
13	Air Release Valve Rebuilding.	: An SSD incident in July 2013 was caused by a failed galvanized nipple on an air release valve : We have rebuilt 8 of these - 2 additional to go	
14	37th Street Grinder lines tapped into D Iron These will be rebuilt when we replace LS#1 forcemain	: Corrosion issue with copper corrosion. : We have rebuilt 6 of these - 4 additional in Charleston Township to be rebuilt	
15	30th Street Gravity Sewer - Future RP briefed Richland Twp on this potential project	: If Allen Edwin completes Phases III + IV of Gilmore Farms, new pipeline to be constructed : This will require 7 easements prior to starting the project	
16	Water Connection Fees (Village / Township) <b>Water Ordinance needs updating as well</b>	: Short-side / Long-side tap averaging should be in place for water main taps : As well as new increased Connection Fees for water hook-ups as \$\$\$ will be needed	
17	Commercial Review / Apartment/ Metered Project scheduled for implementation throughout 2017	: Pierson is proposing to move from 200 gal/day per unit to 150 gal/day per unit, simultaneously while having metered customers have a ready-to-serve charge + a commodity charge.	
18	Miscellaneous Customer Fees	: Sump pump violations : Pierson to pursue with certified mail and Misc Customer fee procedure	
19	Emergency Fuel Acquisition AGhas taken this over: Will need reauthorization	: Authorized last year but never purchased due to space concerns / reconfiguration : Pierson to follow up in 2015 -- now 2016 - now 2017	
20	Manhole raising Project	Info: 160+ inaccessible; 83+ in yards, 73+ in road; Work continues: 90 in yards + 11 in road done: Preparing estimates for 2017 seasonal repairs	
21	4 Repair sites: to be bid 3rd repair needed SGLD: to be 2017	LS 24 Air Release, LS 24 gravity drop repair under asphalt (Matt); Burlington wye (Matt) Possibly be in-situ (inside pipe) repairs : \$6000 each instead of \$8000 - \$10,000 each	
22	Articles of Incorporation - to be reworked Done: Awaiting spring 2017 ordinance / contracts to be proposed	: Requires ratification by each municipal board.	
23	Rosenberg: on Connection Fee + Eng Inv. Awaiting Rosenberg to come in to discuss	: Said he would meet with Director Pierson in the near future (this was early January)	

**GULL LAKE SEWER AND WATER AUTHORITY**  
**TOWNSHIPS OF ROSS / RICHLAND / BARRY / PRAIRIEVILLE**  
**CHARLESTON / COOPER TOWNSHIP / VILLAGE OF RICHLAND**

**RESOLUTION AUTHORIZING**  
**INSTALLMENT CONNECTION FEE AND TERMS**

WHEREAS, the Gull Lake Sewer and Water Authority Board is authorized by the Ordinances of the Constituent and Contract Municipalities to allow connection fees to also be payable in installments plus accrued interest to be paid annually on the unpaid balance; and

WHEREAS, the Gull Lake Sewer and Water Authority is further authorized by said Ordinances to establish the terms of payment, amount of initial down payment, installment rate of interest, and other characteristics of installment payment plans; and

WHEREAS, the Gull Lake Sewer and Water Authority desires to exercise this authority to allow for installment payments and to set the relevant terms.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

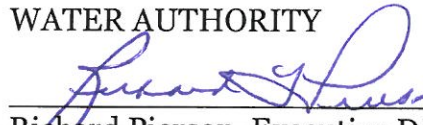
1. The Gull Lake Sewer and Water Authority Board shall allow connection fees to be payable in installments upon the following terms:
  - a. Amounts greater than \$5,000 may be paid for in installments.
  - b. That the maximum term of the installment agreement is 5 years.
  - c. That the interest rate to be paid annually on the unpaid balance shall be 5%.
  - d. That the attached Contract shall be used by the Authority for installment agreements with the understanding that revisions to said Contract can be made by the Authority Manager with the approval of the Authority Attorney as long as said revisions do not conflict with a, b and c above.
2. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

Motion was made by Harma, seconded by Moore  
to adopt the foregoing resolution. Upon roll call vote the following members voted "aye":  
Stoneburner, Kahler, Harma, Moore

The following members voted "nay":

The Resolution was duly adopted.

GULL LAKE SEWER AND  
WATER AUTHORITY

  
Richard Pierson, Executive Director

CERTIFICATE

I, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the Gull Lake Sewer and Water Authority, Counties of Kalamazoo and Barry, Michigan at a Regular Meeting held on August 23rd, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will have been made available as required by said Act.



Secretary



\_\_\_\_\_ TOWNSHIP / VILLAGE  
(circle one)  
GULL LAKE SEWER AND WATER AUTHORITY  
SEWER CONNECTION FEE PAYMENT CONTRACT

AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By and between the TOWNSHIP / VILLAGE (circle one) of \_\_\_\_\_,  
KALAMAZOO / BARRY COUNTY, MICHIGAN (circle one), a municipal corporation  
hereinafter designated "Municipality") ", by and through its agents, the GULL LAKE  
SEWER AND WATER AUTHORITY, AND \_\_\_\_\_  
(Husband / Wife) hereinafter designated "Owner",

WITNESSETH:

Whereas, the Authority has heretofore constructed sanitary sewer facilities within  
the Municipality as a part of the Gull Lake Area sewer system and entered into a contract  
with the City of Kalamazoo for the treatment of sanitary sewage discharge from the  
system.

AND WHEREAS, Owner is required or has elected to connect his/her  
residence/business structure to such sanitary sewer service and to pay fees therefore with  
regard to property located in the Municipality and more particularly described as follows:

Parcel # \_\_\_\_\_ Service Address: \_\_\_\_\_

Legal Description:

NOW, THEREFORE, in consideration of the premises, covenants and conditions hereinafter contained and as provided under the Rate and Mandatory Connection Ordinance as amended, of the Township, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. CONNECTION: Owner has connected or will connect to the sewer no later than \_\_\_\_\_, at the place provided by the Authority for the required connection and in compliance with the applicable code regulations and ordinances governing such connections.

2. CONNECTION FEE: Owner has reviewed the Connection Fee calculations and acknowledges that the basis of the Connection Fee is related to the Residential Equivalent User Factor being a factor established for each type of user as shown on Exhibit A of the ordinance; representing the quantity of sanitary sewage ordinarily arising from the occupancy of a residence building by a single family of ordinary size and the benefit derived therefrom as the ratio of other users thereto. It may be defined and or determined from time to time by the Authority. For instance, a single family home = 1 benefit unit or 1 Residential Equivalent Unit. Non-residential uses are most often assigned factors greater than 1.

3. CONNECTION FEE: Owner agrees that he/she/they is/are requesting to pay the Connection Fee amount of \$\_\_\_\_\_ (Total Connection Fee \$\_\_\_\_\_-\$5,000 deposit) in installments, which said Connection Fee incorporates allowable credit for Special Assessment(s) previously assessed against the property for public sewer purposes, if any. The Connection Fee and/or Special Assessment provides for discharge of 150 gallons per day average into the sanitary sewer (1 Unit). Upon execution of this Contract, Owner shall pay \$\_\_\_\_\_ (no less than 5,000) as down payment.

4. INSTALLMENT PAYMENTS: Owner covenants and agrees to pay the remaining balance of the Connection Fee of \_\_\_\_\_ in equal annual installments beginning on \_\_\_\_\_ 1, 20\_\_\_\_ and on \_\_\_\_\_ 1<sup>st</sup> each year thereafter over the next 5 years, together with interest on the unpaid balance of said \_\_\_\_\_ obligation at the rate of five (5) percent per annum. Interest begins accruing on the amount as of the date of this Contract.

5. LIEN: As security for the payment of the aforesaid balance due to the Authority, it is understood and agreed by and between the parties that the Municipality shall have a lien on Owner's Parcel, and, in the event of default of the annual payment principal and interest, may be enforced by foreclosure in the same fashion as the foreclosure of mechanics' liens and /or at the discretion of the Authority and Municipality, placed upon the tax roll for collection in the same manner as ad valorem and special assessments are collected. The Authority may, in its discretion, in the event

of default of the annual payment(s), elect to place the entire unpaid balance on the tax roll of the Municipality.

6. USAGE FEE: As the aforesaid sewer system is now operational, it is understood that the Owner, upon connection, shall be subject to a sewer service charge for the use of same -- as billed by the Authority or by such other department or agency as may subsequently be determined by the Municipality.

7. OTHER AGREEMENTS: This Agreement shall be subject to all ordinances of the Municipality and all contracts between said Municipality, the Authority and the City of Kalamazoo and shall not be construed in any manner to be superior to such ordinances or contracts whether the same are presently in effect or are adopted or entered into in the future as general Municipality ordinances or general Municipality sewer service contracts.

8. ADDITIONAL CONNECTIONS AND/OR DISCHARGES: No additional connections, nor gallonage discharge above the assigned REU capacity, shall be permitted upon the aforescribed premises to said sanitary sewer system other than the presently required connection to the present building(s) emitting sewage without the written consent of the Authority as agent for the Municipality. Such additional connections or discharge may result in payment of additional connection fees and/or charges that might at such time be in effect within the Municipality for such additional capacity and usage.

9. INSPECTION: No sewer service shall be furnished Owner until all construction has been inspected by the Municipality and found to be in compliance with all Municipality building codes and regulations and all required payments from Owner are current and not in default.

10. The within Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date first above written.

TOWNSHIP / VILLAGE OF \_\_\_\_\_  
GULL LAKE SEWER & WATER AUTHORITY

By \_\_\_\_\_  
Its \_\_\_\_\_

Owner(s): \_\_\_\_\_  
Type or Print Owner(s): \_\_\_\_\_