



Regular Commission Meeting AGENDA

Monday, September 21, 2026 @ 10:00AM

Kalamazoo Lake Sewer & Water Authority Offices

6449 Old Allegan Road, Saugatuck MI 49453

1) Call to Order

2) Roll Call

3) Approval of Agenda

4) Public Comments

The Commission requests that speakers respect the three-minute time limit for individual comments and the five- minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Authority Commission.

5) Consent Agenda

Consent Agendas are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered separately.

a. Bills and Review of Invoices

1. July Check Details
2. July Statement of Revenue and Expenses

b. Approval of Minutes

1. August 17, 2026 - DRAFT

c. Reports

1. Historical Use Report
2. Community Base Fee Report
3. Operations Report



6) Reports

- a. Authority Administrator's Report

7) Old Business

- a. Old Allegan Lift Station, Easement, Plant Connection – Requested Action
- b. Discussion on Authority/Water Advisory Committee status - update

8) New Business

- a. KLSWA MERS 457(b) Participation – Requested Action

9) Commissioner Comments

10) Adjourn

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CHECK REGISTER FOR KALAMAZOO LAKE SEWER & WATER AUTHORITY
CHECK DATE FROM 08/01/2026 - 08/31/2026

Page: 1/3

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank WMCB					
08/06/2026	WMCB	40 (E)	MERS	JULY 3, 2026 PAYROLL JULY 17, 2026 PAYROLL JULY 31, 2026 PAYROLL JULY 2026 PAYROLL	1,968.25 1,925.26 1,870.95 13,125.39 <u>18,889.85</u>
08/06/2026	WMCB	41 (E)	REPUBLIC SERVICES #240	GARBAGE SERVICE	500.26
08/06/2026	WMCB	42 (E)	VANCO	INITIAL SETUP	304.75
08/06/2026	WMCB	1034	AQUA-FINE	LAB H2O	21.30
08/06/2026	WMCB	1035	ASSOC. OF PUBLIC TREASURERS	MEMBERSHIP RENEWAL	159.00
08/06/2026	WMCB	1036	BADGER METER INC	ANNUAL LICENSE AND MONTHLY SERVICE	1,047.83
08/06/2026	WMCB	1037	CUMMINGS, SAMUEL	UB refund for account: RIVS-102650-0000-	2,323.61
08/06/2026	WMCB	1038	FLEIS & VANDENBRINK	OLD ALLEGAN PUMP STATION REVIEW	1,260.00
08/06/2026	WMCB	1039	HAVILAND	BLEACH	2,621.20
08/06/2026	WMCB	1040	HOLLAND BPW	BACTI SAMPLES JULY 2026	480.00
08/06/2026	WMCB	1041	MENARDS	GENERAL SHOP SUPPLIES GENERAL SHOP SUPPLIES LED LIGHTS & SHOP SUPPLIES	699.76 116.04 572.54 <u>1,388.34</u>
08/06/2026	WMCB	1042	OVERISEL LUMBER	VARIOUS SUPPLIES	60.06
08/06/2026	WMCB	1043	PREIN & NEWHOF, P.C.	WATER SAMPLING	2,615.00
08/06/2026	WMCB	1044	TOTAL ENERGY SYSTEMS INC	GENERATOR MAINTENANCE	11,037.40
08/06/2026	WMCB	1045	VESTIS	RUGS AND UNIFORMS	495.37
08/06/2026	WMCB	1046	WILLIAMS & WORKS	3 SITE PLAN REVIEWS PROFESSIONAL SERVICES	762.00 89.00 <u>851.00</u>
08/13/2026	WMCB	43 (A)	ALLEGAN COUNTY BPW	10/2026 INTEREST PAYMENT	23,876.13
08/13/2026	WMCB	44 (A)	ALS GROUP USA, CORP	VARIOUS WATER TESTING	588.40
08/13/2026	WMCB	45 (A)	FLEIS & VANDENBRINK	PROFESSIONAL SERVICES FOR AUGUST 2026	4,472.66
08/13/2026	WMCB	46 (A)	WATER SOLUTIONS UNLIMITED	WSU 319	1,872.50
08/13/2026	WMCB	1047	CRYSTAL FLASH	GAS FLEET FUEL	1,613.44
08/13/2026	WMCB	1048	ETNA SUPPLY	ELBOWS	2,048.00
08/13/2026	WMCB	1049	HAVILAND	BLEACH CONTAINER RETURN	9,511.62 (1,200.00) <u>8,311.62</u>
08/13/2026	WMCB	1050	MED-1 HOLLAND	HEP B VACCINE	135.00
08/13/2026	WMCB	1051	PEERLESS MIDWEST INC	DOUGLAS WELL 1 VFD INSTALLATION DOUGLAS WELL 1 MOTOR REPLACEMENT	8,058.00 9,304.00 <u>17,362.00</u>
08/13/2026	WMCB	1052	SCOTT HERBERT	BOOT	270.29
08/13/2026	WMCB	1053	VERIZON WIRELESS	WIRELESS PHONE SERVICE	56.70
08/13/2026	WMCB	1054	VESTIS	RUGS AND UNIFORMS	506.24
08/13/2026	WMCB	1055	VREDEVELD HAEFNER LLC	ACCOUNTING THROUGH 7/31/2026	1,627.50
08/13/2026	WMCB	1056	WILCOX NEWSPAPERS	BOND RESOLUTION LEGAL NOTICES	5,540.00
08/13/2026	WMCB	1057	ZEEFF, SCOTT	UB refund for account: EAST-033700-0000-	3,529.03
08/14/2026	WMCB	1058	SECURITY BENEFIT	JOSEPH D LAMB 403B EE PRETAX	300.00
08/21/2026	WMCB	47 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	950.90

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Page: 2/3

Check Date	Bank	Check	Vendor Name	Description	Amount
08/21/2026	WMCB	48 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	190.07
08/21/2026	WMCB	49 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	58.80
08/21/2026	WMCB	50 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	350.61
08/21/2026	WMCB	51 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	60.00
08/21/2026	WMCB	52 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	61.64
08/21/2026	WMCB	53 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	33.72
08/21/2026	WMCB	54 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	64.62
08/21/2026	WMCB	55 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	1,434.41
08/21/2026	WMCB	56 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	77.67
08/21/2026	WMCB	57 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	69.65
08/21/2026	WMCB	58 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	1,370.19
08/21/2026	WMCB	59 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	125.84
08/21/2026	WMCB	60 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	7,988.09
08/21/2026	WMCB	61 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	254.27
08/21/2026	WMCB	62 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	77.67
08/21/2026	WMCB	63 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	47.16
08/21/2026	WMCB	64 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	47.75
08/21/2026	WMCB	65 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	125.84
08/21/2026	WMCB	66 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	5,164.10
08/21/2026	WMCB	67 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	32.11
08/21/2026	WMCB	68 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	157.95
08/21/2026	WMCB	69 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	77.67
08/21/2026	WMCB	70 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	76.71
08/21/2026	WMCB	71 (E)	CONSUMERS ENERGY	ELECTRIC BILLS	17,065.21
08/21/2026	WMCB	72 (E)	DIVVY	STUDY MATERIALS	270.50
				YEARLY SUBSCRIPTION	144.00
				NEW VEGA NON-GUIDED RA	2,251.64
				OPERATIONS MANUALS	344.00
					3,010.14
08/21/2026	WMCB	73 (E)	MICHIGAN GAS UTILITIES	IRP NAT GAS	48.66
08/21/2026	WMCB	74 (E)	PITNEY BOWES PURCHASE POWER	PITNEY BOWES SERVICE FEES	38.34
08/21/2026	WMCB	75 (E)	SEMCO ENERGY	NATURAL GAS	11.55
				NATURAL GAS	28.07
					39.62
08/21/2026	WMCB	1059	ALLEGAN COUNTY SHERIFF	WHEED WHIPPED PONDS	144.00
08/21/2026	WMCB	1060	AMERICAN WATER WORKS ASSOC.	MEMBERSHIP RENEWAL	443.00
08/21/2026	WMCB	1061	AQUA-FINE	LAB H2O	21.30
08/21/2026	WMCB	1062	BLUE WATER SOLUTIONS LLC	BADGER METERS	5,305.88
08/21/2026	WMCB	1063	BS&A	UPGRADE TO CLOUD	26,870.00
08/21/2026	WMCB	1064	COMMERCIAL RECORD	KALAMAZOO LAKE SEWER AND WATER ANNUAL SU	55.00
08/21/2026	WMCB	1065	METLIFE - GROUP BENEFITS	GRP ADD & LFE INS	796.20
08/21/2026	WMCB	1066	PREIN & NEWHOF, P.C.	WASTEWATER SAMPLES	575.00
08/21/2026	WMCB	1067	VAN DER KOLK PLUMBING LLC	749 HOLLAND WATER METER INSTALL	788.50
08/21/2026	WMCB	1068	VESTIS	RUGS AND UNIFORMS	495.37
08/24/2026	WMCB	76 (A)	ALS GROUP USA, CORP	WWTP - QA/QC	163.15
				WWTP MONTHLY	406.95
					570.10
08/24/2026	WMCB	77 (A)	ETNA SUPPLY	3/4" X 1" FIP	516.00
				COUPLINGS	229.00
					745.00
08/28/2026	WMCB	78 (E)	COMCAST BUSINESS	08/2026 SERVICES	536.77

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Page: 3/3

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08/28/2026	WMCB	79 (E)	DELTA DENTAL PLAN OF MICHIGN	DENTAL INSURANCE	982.00
08/28/2026	WMCB	80 (E)	MICHIGAN GAS UTILITIES	IRP NAT GAS	50.77
08/28/2026	WMCB	81 (E)	PRIORITY HEALTH	GROUP HEALTH INSURANCE	13,691.81
08/28/2026	WMCB	1069	AQUA-FINE	LAB H2O	33.50
08/28/2026	WMCB	1070	COMMUNICATIONS UNLIMITED LLC	AFTER HOURS PHONE	254.53
08/28/2026	WMCB	1071	CRYSTAL FLASH	GAS FLEET FUEL	1,006.82
08/28/2026	WMCB	1072	EGLTECH, INC	LABOR - ON SITE SUPPORT	159.00
08/28/2026	WMCB	1073	KENT COMMUNICATIONS	AUGUST UTILITY BILLS WITH INSERT	777.06
08/28/2026	WMCB	1074	MENARDS	HUSQVARNA PUMP	931.98
08/28/2026	WMCB	1075	OVERISEL LUMBER	RECIP BLADES	43.95
08/28/2026	WMCB	1076	TRANE	SCHEDULED MAINTENANCE INSPECTION CONTRAC	3,812.00
08/28/2026	WMCB	1077	VANDENBERG WEB CREATIVE LLC	WEBSITE UPDATES	75.00
08/28/2026	WMCB	1078	VSP VISION CARE	SEPTEMBER 2026 COVERAGE	422.93
08/28/2026	WMCB	1079	WILLIAMS & WORKS	PLAN REVIEWS	178.00
08/28/2026	WMCB	1080	WINDEMULLER	4 HOURS TECHNICIAN	660.00
08/28/2026	WMCB	1083	BARRY JOHNSON	PAYROLL 08/28/2026	50.00
08/28/2026	WMCB	1084	JON HELMRICH	PAYROLL 08/28/2026	50.00
08/28/2026	WMCB	1085	JOSEPH CLARK	PAYROLL 08/28/2026	50.00
08/28/2026	WMCB	1086	SECURITY BENEFIT	PAYROLL DEDUCTION 08.28.2026	300.00
08/31/2026	WMCB	82 (A)	ALS GROUP USA, CORP	INORGANIC ANIONS TEST	195.20
08/31/2026	WMCB	83 (A)	AMAZON	WHITE OUT & PLASTIC SILVERWARE	45.24
				HDMI CABLES AND DONGLES FOR CONFERENCE R	113.90
				USB HUB	15.99
				FLY TRAP, CALCULATORS, HEADSET	57.88
				LETTER OPENERS	5.99
				CREDIT FOR RETURNED POSTCARD STOCK	(117.00)
					122.00
08/31/2026	WMCB	84 (A)	FLEIS & VANDENBRINK	7/31 MEETING OLD ALLEGAN PUMP STATION	326.00
08/31/2026	WMCB	85 (A)	HAVILAND	BLEACH	1,373.10
				DEPOSIT RETURN	(400.00)
					973.10
08/31/2026	WMCB	86 (A)	KENNEDY INDUSTRIES	SEWAGE PUMP	76,725.00
08/31/2026	WMCB	87 (A)	MIKA MEYERS PLC	GENERAL PROFESSIONAL SERVICES	201.00
				WASTEWATER TREATMENT PLANT IMPROVEMENTS	11,874.00
				IUOE BARGAINING 2026	4,755.25
					16,830.25
08/31/2026	WMCB	88 (A)	USA BLUE BOOK	SAMPLE	822.72
08/31/2026	WMCB	1081	EXTEND YOUR REACH	JUNE BILL POSTCARDS	280.22

WMCB TOTALS:

Total of 101 Checks:	312,413.85
Less 0 Void Checks:	0.00
Total of 101 Disbursements:	312,413.85

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PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 590 - SEWER						
Revenues						
Dept 000						
590-000-613.000	COMMODITY	562,009.89	337,348.56	37,140.93	224,661.33	60.03
590-000-614.000	BASE	1,107,720.00	360,883.43	32,163.65	746,836.57	32.58
590-000-630.000	ON/OFF FEE	0.00	1,041.53	0.00	(1,041.53)	100.00
590-000-651.000	NSF FEES	140.00	52.50	52.50	87.50	37.50
590-000-657.000	LATE PENALTY	15,000.00	4,844.17	789.72	10,155.83	32.29
590-000-665.000	INTEREST	80,000.00	38,690.32	9,148.40	41,309.68	48.36
590-000-670.000	MISC INCOME	4,500.00	2,896.94	76.33	1,603.06	64.38
Total Dept 000		1,769,369.89	745,757.45	79,371.53	1,023,612.44	42.15
TOTAL REVENUES		1,769,369.89	745,757.45	79,371.53	1,023,612.44	42.15
Expenditures						
Dept 000						
590-000-702.000	GENERAL WAGES	646,273.70	59,687.42	12,133.13	586,586.28	9.24
590-000-702.100	FIELD WAGES	0.00	55,792.57	8,347.79	(55,792.57)	100.00
590-000-702.200	PAYROLL TAXES	0.00	18,867.93	9,470.83	(18,867.93)	100.00
590-000-702.400	ON CALL-OVERTIME	77,037.06	30,831.71	4,979.68	46,205.35	40.02
590-000-714.000	EMPLOYEE'S RETIREMENT/PENSION	0.00	19,716.22	1,530.26	(19,716.22)	100.00
590-000-715.000	FICA TAXES	0.00	1,788.00	540.00	(1,788.00)	100.00
590-000-716.000	HEALTH INSURANCE	240,229.19	71,436.70	13,942.01	168,792.49	29.74
590-000-716.001	DENTAL INSURANCE	0.00	843.28	491.00	(843.28)	100.00
590-000-716.002	VISION INSURANCE	0.00	314.89	211.46	(314.89)	100.00
590-000-727.000	ED/TRAIN	6,120.00	772.00	0.00	5,348.00	12.61
590-000-728.000	OCCUPATIONAL MEDICAL	2,000.00	163.50	0.00	1,836.50	8.18
590-000-729.000	MEMBERSHIP/SUBSCRIPT	2,000.00	1,537.33	0.00	462.67	76.87
590-000-730.000	MISS DIG	4,500.00	862.31	0.00	3,637.69	19.16
590-000-731.000	OFFICE	45,136.20	30,884.19	16,788.25	14,252.01	68.42
590-000-731.100	BANK FEES	600.00	4,134.48	1,288.59	(3,534.48)	689.08
590-000-731.200	IT	41,937.00	8,943.65	79.50	32,993.35	21.33
590-000-732.000	SAFETY EQUIPMENT	6,000.00	300.57	0.00	5,699.43	5.01
590-000-733.000	LAB EQUIPMENT/SUPPLIES	14,400.00	285.90	54.80	14,114.10	1.99
590-000-734.000	MAILING	1,800.00	1,140.69	490.47	659.31	63.37
590-000-745.000	CHEMICALS	116,782.20	29,105.28	22,978.41	87,676.92	24.92
590-000-760.000	UNIFORMS/RUGS	15,000.00	12,038.25	1,136.76	2,961.75	80.26
590-000-770.000	GOODS/EQUIPMENT	42,000.00	23,210.57	3,946.52	18,789.43	55.26
590-000-773.000	MISCELLANEOUS	0.00	(262.45)	37.50	262.45	100.00
590-000-801.000	AUDIT/ACCOUNTING	29,898.00	9,949.13	0.00	19,948.87	33.28
590-000-802.000	AUTHORITY	2,250.00	625.00	0.00	1,625.00	27.78
590-000-803.000	LEGAL	72,000.00	34,901.67	14,352.12	37,098.33	48.47
590-000-804.000	ENGINEERING	63,250.00	40,518.75	326.00	22,731.25	64.06
590-000-807.000	LAB SERVICES	24,000.00	10,443.72	1,340.30	13,556.28	43.52
590-000-818.000	CONTRACTED SERVICES	0.00	137,687.00	89.00	(137,687.00)	100.00
590-000-850.000	TELECOMM	8,000.00	2,424.63	637.69	5,575.37	30.31
590-000-860.000	MILEAGE	200.00	0.00	0.00	200.00	0.00
590-000-861.000	FUEL	21,000.00	4,552.45	1,310.13	16,447.55	21.68
590-000-920.000	NATURAL GAS	3,000.00	1,254.90	101.02	1,745.10	41.83
590-000-921.000	ELECTRIC	210,000.00	79,803.45	16,886.26	130,196.55	38.00
590-000-929.000	COLLECTION	85,000.00	5,394.67	0.00	79,605.33	6.35
590-000-930.000	EQUIPMENT MAINTENANCE	120,000.00	41,337.11	0.00	78,662.89	34.45
590-000-931.000	BUILDING MAINTENANCE	12,000.00	3,536.59	2,103.40	8,463.41	29.47
590-000-932.000	FLEET MAINTENANCE	9,000.00	244.11	0.00	8,755.89	2.71
590-000-934.000	REPAIR/REPLACE	134,026.00	186,033.86	76,725.00	(52,007.86)	138.80

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REVENUE AND EXPENDITURE REPORT FOR KALAMAZOO LAKE SEWER & WATER AUTHORITY
PERIOD ENDING 08/31/2026

Page: 2/4

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 590 - SEWER						
Expenditures						
590-000-959.000	REGULATORY FEES	4,260.00	0.00	0.00	4,260.00	0.00
590-000-965.000	AUTHORITY INSURANCE	30,646.44	26,596.69	0.00	4,049.75	86.79
Total Dept 000		2,090,345.79	957,698.72	212,317.88	1,132,647.07	45.82
TOTAL EXPENDITURES		2,090,345.79	957,698.72	212,317.88	1,132,647.07	45.82
Fund 590 - SEWER:						
TOTAL REVENUES		1,769,369.89	745,757.45	79,371.53	1,023,612.44	42.15
TOTAL EXPENDITURES		2,090,345.79	957,698.72	212,317.88	1,132,647.07	45.82
NET OF REVENUES & EXPENDITURES		(320,975.90)	(211,941.27)	(132,946.35)	(109,034.63)	66.03

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PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER						
Revenues						
Dept 000						
591-000-613.000	COMMODITY	735,095.92	416,881.89	61,074.95	318,214.03	56.71
591-000-614.000	BASE	1,104,828.00	411,607.44	38,570.32	693,220.56	37.26
591-000-628.000	METER INSTALL	11,000.00	15,078.76	0.00	(4,078.76)	137.08
591-000-630.000	ON/OFF FEE	11,000.00	7,941.54	0.00	3,058.46	72.20
591-000-651.000	NSF FEE	156.00	52.50	52.50	103.50	33.65
591-000-657.000	LATE PENALTY	19,000.00	8,442.57	1,387.14	10,557.43	44.43
591-000-665.000	INTEREST	60,000.00	24,839.07	3,574.85	35,160.93	41.40
591-000-667.000	EQUIPT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
591-000-670.000	MISC INCOME	6,000.00	938.63	51.32	5,061.37	15.64
Total Dept 000		1,948,079.92	885,782.40	104,711.08	1,062,297.52	45.47
TOTAL REVENUES		1,948,079.92	885,782.40	104,711.08	1,062,297.52	45.47
Expenditures						
Dept 000						
591-000-702.000	GENERAL WAGES	430,849.13	83,464.60	12,133.13	347,384.53	19.37
591-000-702.100	FIELD WAGES	0.00	79,514.97	8,347.79	(79,514.97)	100.00
591-000-702.200	PAYROLL TAXES	0.00	23,566.51	9,470.83	(23,566.51)	100.00
591-000-702.400	ON CALL/OVERTIME	51,358.04	43,757.70	4,979.68	7,600.34	85.20
591-000-714.000	EMPLOYEE'S RETIREMENT/PENSION	0.00	21,662.42	1,530.25	(21,662.42)	100.00
591-000-715.000	FICA TAXES	0.00	2,412.00	540.00	(2,412.00)	100.00
591-000-716.000	HEALTH INSURANCE	160,152.79	95,451.97	13,942.02	64,700.82	59.60
591-000-716.001	DENTAL INSURANCE	0.00	1,019.41	491.00	(1,019.41)	100.00
591-000-716.002	VISION INSURANCE	0.00	314.89	211.47	(314.89)	100.00
591-000-727.000	ED/TRAIN	4,080.00	772.00	0.00	3,308.00	18.92
591-000-728.000	OCCUPATIONAL MEDICAL	800.00	211.50	0.00	588.50	26.44
591-000-729.000	MEMBERSHIP/SUBSCRIPT	4,000.00	2,832.33	0.00	1,167.67	70.81
591-000-730.000	MISS DIG	3,000.00	862.31	0.00	2,137.69	28.74
591-000-731.000	OFFICE	30,090.80	29,945.90	16,839.13	144.90	99.52
591-000-731.100	BANK FEES	400.00	2,153.02	1,288.59	(1,753.02)	538.26
591-000-731.200	IT	27,958.00	13,375.72	79.50	14,582.28	47.84
591-000-732.000	SAFETY EQUIPMENT	4,000.00	475.88	0.00	3,524.12	11.90
591-000-733.000	LAB EQUIPMENT/SUPPLIES	9,600.00	0.00	0.00	9,600.00	0.00
591-000-734.000	MAILING	1,200.00	1,465.75	490.47	(265.75)	122.15
591-000-745.000	CHEMICALS	33,217.80	24,732.97	(8,493.33)	8,484.83	74.46
591-000-760.000	UNIFORMS/RUGS	10,000.00	135.14	135.14	9,864.86	1.35
591-000-761.000	METERS	50,000.00	195.73	0.00	49,804.27	0.39
591-000-770.000	GOODS/EQUIPMENT	28,000.00	52,722.47	6,739.51	(24,722.47)	188.29
591-000-773.000	MISCELLANEOUS	0.00	418.36	37.50	(418.36)	100.00
591-000-801.000	AUDIT/ACCOUNTING	19,932.00	11,516.83	0.00	8,415.17	57.78
591-000-802.000	AUTHORITY	1,500.00	625.00	0.00	875.00	41.67
591-000-803.000	LEGAL	48,000.00	18,736.58	2,478.13	29,263.42	39.03
591-000-804.000	ENGINEERING	61,000.00	6,434.16	4,472.66	54,565.84	10.55
591-000-807.000	LAB SERVICES	16,000.00	5,641.00	480.00	10,359.00	35.26
591-000-818.000	CONTRACTED SERVICES	0.00	15,065.00	15,065.00	(15,065.00)	100.00
591-000-850.000	TELECOMM	12,500.00	3,183.94	637.70	9,316.06	25.47
591-000-860.000	MILEAGE	300.00	0.00	0.00	300.00	0.00
591-000-861.000	FUEL	14,000.00	8,233.27	1,310.13	5,766.73	58.81
591-000-920.000	NATURAL GAS	4,000.00	1,467.91	95.30	2,532.09	36.70
591-000-921.000	ELECTRIC	140,000.00	81,213.94	19,076.39	58,786.06	58.01
591-000-929.000	DISTRIBUTION	25,000.00	7,680.00	0.00	17,320.00	30.72
591-000-930.000	EQUIPMENT MAINTENANCE	80,000.00	138,606.48	0.00	(58,606.48)	173.26

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REVENUE AND EXPENDITURE REPORT FOR KALAMAZOO LAKE SEWER & WATER AUTHORITY
PERIOD ENDING 08/31/2026

Page: 4/4

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER						
Expenditures						
591-000-931.000	BUILDING MAINTENANCE	10,000.00	4,090.88	2,103.40	5,909.12	40.91
591-000-932.000	FLEET MAINTENANCE	6,000.00	366.17	0.00	5,633.83	6.10
591-000-934.000	REPAIR/REPLACE	190,500.00	223,926.18	0.00	(33,426.18)	117.55
591-000-959.000	REGULATORY FEES	2,840.00	0.00	0.00	2,840.00	0.00
591-000-965.000	AUTHORITY INSURANCE	20,430.96	25,081.98	0.00	(4,651.02)	122.76
Total Dept 000		1,500,709.52	1,033,332.87	114,481.39	467,376.65	68.86
TOTAL EXPENDITURES		1,500,709.52	1,033,332.87	114,481.39	467,376.65	68.86
Fund 591 - WATER:						
TOTAL REVENUES		1,948,079.92	885,782.40	104,711.08	1,062,297.52	45.47
TOTAL EXPENDITURES		1,500,709.52	1,033,332.87	114,481.39	467,376.65	68.86
NET OF REVENUES & EXPENDITURES		447,370.40	(147,550.47)	(9,770.31)	594,920.87	32.98
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		3,717,449.81	1,631,539.85	184,082.61	2,085,909.96	43.89
TOTAL EXPENDITURES - ALL FUNDS		3,591,055.31	1,991,031.59	326,799.27	1,600,023.72	55.44
NET OF REVENUES & EXPENDITURES		126,394.50	(359,491.74)	(142,716.66)	485,886.24	284.42



Minutes
Regular Monthly Meeting
Monday, August 17, 10:00 AM
KLSWA WWTP 6449 Old Allegan Road Saugatuck, MI 49453

1. **Call to Order:** Chairman Freeman called the meeting to order at 10:01 AM
2. **Roll Call:**
 1. Present – Commissioners: Freeman, Helmrich, Johnson, Ludwick
 2. KLSWA: B Miller
 3. Guests: None
3. **Approval of Agenda:**
 1. Motion to approved agenda by Helmrich . Seconded by Ludwick. Motion carries unanimously by voice vote
4. **Public Comments:**
 1. None
5. **Consent Agenda:**
 1. Motion to approve the Consent Agenda by Ludwick. Seconded by Helmrich. Motion carries unanimously by voice vote.
6. **Administrator's Report:**
 1. As of April 1st, there were over 1700 work orders marked as open. Approximately 259 of those open orders resulted in replacing the meter, which positively impacted revenue. A procedure was also established to get work orders closed in a timely and efficient manner.
 2. A draft report of the FY 2026 Audit is still not available for review.
 3. A new format for bills has been developed and will be used for August's billing cycle. This new format will be letter sized to allow for more information to be distributed.
 4. The KLSWA Facebook page is now live and active.
 5. The IT server has reached the end-of-life stage and needs to be replaced. However, an upgrade to BS&A cloud-based software is also needed, which would negate the need for a server. Please see New Business, Section (8) for further discussion.
 6. We have received notification from EGLE of two sampling violations in our drinking water. Both violations were related to sites that were out of service for repairs and were not sampled on the schedule that the State requires. At this time, there are conversations with the State to clarify the requirements in regards to out of service wells. This may change the outcome of at least one violation ruling.
 7. Still on schedule for the SRF WWTP Improvement Project with construction to begin this fall.

* A denoted topic may be partially in a "Closed Session" discussion and is not required to be open to the public per Open Meetings Act. The public may be asked to leave during the "Closed Session" portion of the agenda item to discuss topic or litigation.



7. Old Business:

1. Proposed Old Allegan Road Sanitary Sewer Construction – Mark Nettleton/Mika Meyers has weighed in on the proposal but the Board was unable to view the legal review at this meeting.
2. Authority/Water Advisory Committee status - No further developments. Next meeting is Monday, August 31st at 3:00 pm at Douglas City Hall.
3. Union Update – No new update.

8. New Business:

1. BS&A Server to Cloud-Based Migration – BS&A is sunsetting the .NET version of its software in 2029 and moving to a cloud-based solution. The KLSWA server also needs to be replaced; however, if the implementation route is taken, no new server is needed.
 - i. A Motion was made by Johnson to authorize the Authority Administrator to execute the BS&A Quote #Q-04029 in an amount to not exceed \$61,370. Seconded by Helmrich. Motion carries unanimously by voice vote.

9. Commissioner Comments:

1. Johnson – none
2. Helmrich – nice to have a short meeting after the July meeting.
3. Ludwick – none
4. Freeman – Thank you to Office Administrator Milzarski for taking minutes at the July meeting.

10. Closed Session – None

11. Adjournment – Meeting adjourned at 11:39 am.

- Next Regular Meeting: Monday, September 21st, 2026, 10:00 AM KLSWA WWTP

Respectfully submitted,

Jennifer Ludwick
Secretary/Treasurer

* A denoted topic may be partially in a “Closed Session” discussion and is not required to be open to the public per Open Meetings Act. The public may be asked to leave during the “Closed Session” portion of the agenda item to discuss topic or litigation.

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
HISTORICAL USAGE REPORT

MONTH	July 2026		BILLING DATE		8/15/2026
	GALLONS		REUs		CUSTOMERS
	WATER	SEWER	WATER	SEWER	
DOUGLAS	17,511,687.40	12,114,303.40	1,721.50	1,331.50	1406
SAUGATUCK	13,545,141.40	9,140,678.40	1,353.00	1,122.00	1038
SAUGATUCK TWP - NORTH	12,661,647.10	2,395,065.30	1,385.00	377.00	836
SAUGATUCK TWP - SOUTH	2,360,683.00	467,495.00	107.50	37.50	80
LAKETOWN	781,418.00	464,047.00	82.00	44.50	66
TOTAL	46,860,576.90	24,581,589.10	4,649.00	2,912.50	3426

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
COMMUNITY BASE FEE REPORT

	MONTH	July 2026			BILLING DATE		8/15/2026		
COMMUNITY	Billed Gallons	Gallons Adj.	Final Gallons	Billed Units	Billed Dollars	Billing Adj	Penalty	Final Dollars	
DOUGLAS									
KLSWA WATER BASE	0.00	0.00	0.00	1,719.50	\$ 39,029.62	\$ -	\$ 216.39	\$ 39,246.01	
KLSWA WATER COMM	6,521,058.00	0.00	6,521,058.00	0.00	\$ 19,566.33	\$ -	\$ 33.22	\$ 19,599.55	
DOUGLAS WATER BASE	0.00	0.00	0.00	1,724.00	\$ 35,736.19	\$ -	\$ 246.89	\$ 35,983.08	
KLSWA DEBT SERV TREA	0.00	0.00	0.00	1,329.00	\$ 10,065.06	\$ -	\$ 63.71	\$ 10,128.77	
KLSWA SEWER BASE	0.00	0.00	0.00	1,331.50	\$ 39,309.97	\$ -	\$ 278.19	\$ 39,588.16	
KLSWA SEWER COMM	12,114,303.40	0.00	12,114,303.40	0.00	\$ 48,777.19	\$ -	\$ 178.97	\$ 48,956.16	
KLSWA DEBT LIFT STA	0.00	0.00	0.00	1,329.00	\$ 5,241.34	\$ -	\$ 35.09	\$ 5,276.43	
KLSWA WATER COMM 3	10,971,629.40	0.00	10,971,629.40	0.00	\$ 32,915.34	\$ -	\$ 171.23	\$ 33,086.57	
PAPERLESS/ACH CREDIT	0.00	0.00	0.00	572.00	\$ (1,716.00)	\$ -	\$ -	\$ (1,716.00)	
KLSWA WTR BASE IRRIG	0.00	0.00	0.00	1.00	\$ 23.00	\$ -	\$ 21.88	\$ 44.88	
KLSWA WATER COMM 5	19,000.00	0.00	19,000.00	0.00	\$ 57.00	\$ -	\$ -	\$ 57.00	
SAUG TWP SEWER BASE	0.00	0.00	0.00	2.00	\$ 7.00	\$ -	\$ -	\$ 7.00	
SAUG TWP WATER BASE	0.00	0.00	0.00	3.00	\$ 58.26	\$ -	\$ -	\$ 58.26	
OVER PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ (78.69)	\$ -	\$ (78.69)	
KLSWA TURN ON/OFF	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA RETURN PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ 60.00	\$ -	\$ 60.00	
LCR USAGE CREDIT	0.00	0.00	0.00	5.00	\$ (100.00)	\$ -	\$ -	\$ (100.00)	
KLSWA METER FEE	0.00	0.00	0.00	2.00	\$ 1,158.43	\$ -	\$ -	\$ 1,158.43	
KLSWA WATER BASE 2	0.00	0.00	0.00	1.00	\$ 23.00	\$ -	\$ -	\$ 23.00	
TOTALS	29,625,990.80	0.00	29,625,990.80	8,019.00	\$ 230,151.73	\$ (18.69)	\$ 1,245.57	\$ 231,378.61	

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
COMMUNITY BASE FEE REPORT

	MONTH	July 2026			BILLING DATE		8/15/2026		
COMMUNITY	Billed Gallons	Gallons Adj.	Final Gallons	Billed Units	Billed Dollars	Billing Adj	Penalty	Final Dollars	
SAUGATUCK									
KLSWA DEBT SERV TREA	0.00	0.00	0.00	1,116.00	\$ 7,795.74	\$ 3,529.03	\$ 30.46	\$ 11,355.23	
KLSWA SEWER BASE	0.00	0.00	0.00	1,122.00	\$ 32,074.88	\$ -	\$ 126.50	\$ 32,201.38	
KLSWA SEWER COMM	9,140,678.40	0.00	9,140,678.40	0.00	\$ 36,562.74	\$ -	\$ 88.07	\$ 36,650.81	
KLSWA DEBT LIFT STA	0.00	0.00	0.00	1,116.00	\$ 4,234.98	\$ -	\$ 16.52	\$ 4,251.50	
KLSWA WATER BASE	0.00	0.00	0.00	1,353.00	\$ 30,073.84	\$ -	\$ 110.78	\$ 30,184.62	
KLSWA WATER COMM	4,128,717.40	0.00	4,128,717.40	0.00	\$ 12,536.95	\$ -	\$ 2.07	\$ 12,539.02	
SAUG CITY WATER BASE	0.00	0.00	0.00	1,353.00	\$ 30,490.18	\$ -	\$ 114.23	\$ 30,604.41	
KLSWA WTR BASE IRRIG	0.00	0.00	0.00	2.50	\$ 28.75	\$ -	\$ -	\$ 28.75	
KLSWA WATER COMM 3	9,416,424.00	0.00	9,416,424.00	0.00	\$ 28,248.95	\$ -	\$ 82.17	\$ 28,331.12	
PAPERLESS/ACH CREDIT	0.00	0.00	0.00	404.00	\$ (1,212.00)	\$ -	\$ -	\$ (1,212.00)	
METER SET FEE	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
OVER PAYMENT	0.00	0.00	0.00	1.00	\$ (14.80)	\$ (2,005.95)	\$ -	\$ (2,020.75)	
LCR USAGE CREDIT	0.00	0.00	0.00	1.00	\$ (20.00)	\$ -	\$ -	\$ (20.00)	
KLSWA METER FEE	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA TURN ON/OFF	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA RETURN PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ 15.00	\$ -	\$ 15.00	
TOTALS	22,685,819.80	0.00	22,685,819.80	6,468.50	\$ 180,800.21	\$ 1,538.08	\$ 570.80	\$ 182,909.09	

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
COMMUNITY BASE FEE REPORT

	MONTH	July 2026			BILLING DATE		8/15/2026		
COMMUNITY	Billed Gallons	Gallons Adj.	Final Gallons	Billed Units	Billed Dollars	Billing Adj	Penalty	Final Dollars	
SAUGATUCK TWP - NORTH									
KLSWA WATER BASE	0.00	0.00	0.00	289.00	\$ 6,587.27	\$ -	\$ 32.20	\$ 6,619.47	
KLSWA WATER COMM	4,458,877.80	0.00	4,458,877.80	0.00	\$ 13,392.29	\$ -	\$ 33.99	\$ 13,426.28	
SAUG TWP WATER BASE	0.00	0.00	0.00	878.00	\$ 18,379.06	\$ 2,323.61	\$ 81.53	\$ 20,784.20	
PAPERLESS/ACH CREDIT	0.00	0.00	0.00	282.00	\$ (846.00)	\$ (3.00)	\$ -	\$ (849.00)	
KLSWA WATER BASE 3	0.00	0.00	0.00	714.00	\$ 16,363.57	\$ -	\$ 79.62	\$ 16,443.19	
KLSWA WATER COMM 2	8,176,739.30	0.00	8,176,739.30	0.00	\$ 24,530.58	\$ -	\$ 88.10	\$ 24,618.68	
KLSWA DEBT SERV TREA	0.00	0.00	0.00	374.50	\$ 2,757.86	\$ -	\$ 13.58	\$ 2,771.44	
KLSWA SEWER BASE 3	0.00	0.00	0.00	326.00	\$ 9,780.00	\$ -	\$ 43.10	\$ 9,823.10	
KLSWA SEWER COMM 3	2,047,499.30	0.00	2,047,499.30	0.00	\$ 8,189.91	\$ -	\$ 31.34	\$ 8,221.25	
SAUG TWP SEWER BASE	0.00	0.00	0.00	382.00	\$ 1,323.68	\$ -	\$ 6.43	\$ 1,330.11	
KLSWA WTR BASE IRRIG	0.00	0.00	0.00	10.00	\$ 143.75	\$ -	\$ 6.91	\$ 150.66	
KLSWA TURN ON/OFF	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA SEWER BASE	0.00	0.00	0.00	51.00	\$ 1,505.81	\$ -	\$ 12.00	\$ 1,517.81	
KLSWA SEWER COMM	347,566.00	0.00	347,566.00	0.00	\$ 1,421.09	\$ -	\$ 13.66	\$ 1,434.75	
KLSWA WATER COMM 3	26,030.00	0.00	26,030.00	0.00	\$ 78.09	\$ -	\$ -	\$ 78.09	
SAUG TWP WB LAKETOWN	0.00	0.00	0.00	2.00	\$ 42.00	\$ -	\$ -	\$ 42.00	
METER SET FEE	0.00	0.00	0.00	2.00	\$ 2,083.06	\$ -	\$ -	\$ 2,083.06	
KLSWA DEBT LIFT STA	0.00	0.00	0.00	6.50	\$ (274.00)	\$ -	\$ -	\$ (274.00)	
OVER PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA RETURN PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ 15.00	\$ -	\$ 15.00	
KLSWA WATER COMM W2	0.00	0.00	0.00	1.00	\$ -	\$ -	\$ -	\$ -	
KLSWA METER FEE	0.00	0.00	0.00	1.00	\$ 466.45	\$ -	\$ -	\$ 466.45	
TOTALS	15,056,712.40	0.00	15,056,712.40	3,319.00	\$ 105,924.47	\$ 2,335.61	\$ 442.46	\$ 108,702.54	

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
COMMUNITY BASE FEE REPORT

	MONTH	July 2026			BILLING DATE		8/15/2026		
COMMUNITY	Billed Gallons	Gallons Adj.	Final Gallons	Billed Units	Billed Dollars	Billing Adj	Penalty	Final Dollars	
SAUGATUCK TWP - SOUTH									
KLSWA WATER BASE 2	0.00	0.00	0.00	40.50	\$ 931.50	\$ -	\$ -	\$ 931.50	
KLSWA WATER COMM	2,347,469.00	0.00	2,347,469.00	0.00	\$ 7,047.26	\$ -	\$ 19.97	\$ 7,067.23	
SAUG TWP WATER BASE	0.00	0.00	0.00	97.50	\$ 2,005.16	\$ -	\$ 5.70	\$ 2,010.86	
KLSWA WATER BASE	0.00	0.00	0.00	64.00	\$ 1,425.63	\$ -	\$ 9.20	\$ 1,434.83	
PAPERLESS/ACH CREDIT	0.00	0.00	0.00	34.00	\$ (102.00)	\$ -	\$ -	\$ (102.00)	
KLSWA DEBT SERV TREA	0.00	0.00	0.00	37.50	\$ 261.87	\$ -	\$ 1.48	\$ 263.35	
KLSWA SEWER BASE	0.00	0.00	0.00	35.50	\$ 1,004.52	\$ -	\$ 6.00	\$ 1,010.52	
KLSWA SEWER COMM	421,411.00	0.00	421,411.00	0.00	\$ 1,685.64	\$ -	\$ 11.89	\$ 1,697.53	
KLSWA DEBT LIFT STA	0.00	0.00	0.00	19.00	\$ 76.00	\$ -	\$ 0.80	\$ 76.80	
SAUG TWP SEWER BASE	0.00	0.00	0.00	35.50	\$ 117.19	\$ -	\$ 0.70	\$ 117.89	
KLSWA WTR BASE IRRIG	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
DOUGLAS WATER BASE	0.00	0.00	0.00	4.50	\$ 94.50	\$ -	\$ -	\$ 94.50	
KLSWA SEWER BASE 2	0.00	0.00	0.00	2.00	\$ 60.00	\$ -	\$ -	\$ 60.00	
KLSWA SEWER COMM 2	46,084.00	0.00	46,084.00	0.00	\$ 184.34	\$ -	\$ -	\$ 184.34	
KLSWA WATER BASE 3	0.00	0.00	0.00	3.00	\$ 69.00	\$ -	\$ -	\$ 69.00	
KLSWA WATER COMM 2	13,214.00	0.00	13,214.00	0.00	\$ 39.64	\$ -	\$ -	\$ 39.64	
TOTALS	2,828,178.00	0.00	2,828,178.00	373.00	\$ 14,900.25	\$ -	\$ 55.74	\$ 14,955.99	

KALAMAZOO LAKE SEWER AND WATER AUTHORITY
COMMUNITY BASE FEE REPORT

	MONTH	July 2026			BILLING DATE		8/15/2026		
COMMUNITY	Billed Gallons	Gallons Adj.	Final Gallons	Billed Units	Billed Dollars	Billing Adj	Penalty	Final Dollars	
LAKETOWN									
KLSWA WATER BASE 4	0.00	0.00	0.00	66.50	\$ 1,529.50	\$ -	\$ 9.20	\$ 1,538.70	
KLSWA WATER COMM 4	707,504.00	0.00	707,504.00	0.00	\$ 2,122.54	\$ -	\$ 8.73	\$ 2,131.27	
SAUG TWP WB LAKETOWN	0.00	0.00	0.00	74.00	\$ 1,554.00	\$ -	\$ 6.00	\$ 1,560.00	
PAPERLESS/ACH CREDIT	0.00	0.00	0.00	26.00	\$ (78.00)	\$ -	\$ -	\$ (78.00)	
KLSWA DEBT SERV TREA	0.00	0.00	0.00	43.50	\$ 321.03	\$ -	\$ -	\$ 321.03	
KLSWA SEWER BASE 4	0.00	0.00	0.00	35.00	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	
KLSWA SEWER COMM 4	435,749.00	0.00	435,749.00	0.00	\$ 1,742.99	\$ -	\$ -	\$ 1,742.99	
KLSWA WATER BASE	0.00	0.00	0.00	15.50	\$ 356.50	\$ -	\$ -	\$ 356.50	
KLSWA WATER COMM	73,914.00	0.00	73,914.00	0.00	\$ 221.75	\$ -	\$ -	\$ 221.75	
KLSWA SEWER BASE	0.00	0.00	0.00	9.50	\$ 285.00	\$ -	\$ -	\$ 285.00	
KLSWA SEWER COMM	28,298.00	0.00	28,298.00	0.00	\$ 113.19	\$ -	\$ -	\$ 113.19	
OVER PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
KLSWA WTR BASE IRRIG	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	
SAUG TWP SEWER BASE	0.00	0.00	0.00	1.00	\$ 3.50	\$ -	\$ -	\$ 3.50	
KLSWA RETURN PAYMENT	0.00	0.00	0.00	0.00	\$ -	\$ 15.00	\$ -	\$ 15.00	
TOTALS	1,245,465.00	0.00	1,245,465.00	271.00	\$ 9,222.00	\$ 15.00	\$ 23.93	\$ 9,260.93	

Operations Report 8/15/2026 – 9/18/2026

Collections System:

- Routine monthly inspections reveal no new issues within the system and in proper working order.
- Sewer jetting / chemical treatment continues in the sanitary system.

Wells / Distribution System:

- All routine well and distribution water tests have been collected and checked for quality, all results showing within normal ranges as expected.
- Maple street water main installation has been completed; all customers are now tied in to and being supplied by the new water main.
- Water main installation on 135th from 66th St to Commercial blvd has finished up, completing the water main loop down 66th St. around to Blue Star Highway.
- Annual Lead & Copper sampling has concluded. With **78%** percent of all samples for **Lead** being **non detectable** measured at a rate of less than **0.485 parts per billion**, and no other samples that were detectable measured above **1.21 parts per billion**. This puts us well below the **EPA's** action level of **15 parts per billion**, and **Michigan's** new action level of **12 parts per billion**. This also leaves us with no concerns when the EPA and Michigan enact their new action level limits of **10 parts per billion in 2027**. With **80%** of all samples for **Copper** being measured at less than **100 parts per billion** and our highest result being 400 parts per billion, we are also well below the **EPA** and **Michigan's** action level of **1300 parts per billion**. Showing our water treatment plan extremely effective, continuing to provide the best water possible to the community.

WWTP Lab:

- Bi-weekly, high flow discharges continue to be the standard as we finish the summer season. We are starting to see the influent flows decrease.
- All monthly and QA/QC monitoring tests have been completed. Results continue to return favorable, maintaining our compliance standard.
- Public notices have been posted to allow for any public questions or comments with regards to KLSWA's National Pollutant Discharge Elimination System (**NPDES**) permit renewal. We expect our permit for discharge to be accepted and renewed on time to continue compliant operational standards.

Shawn Sisson

9/18/2026



KLSWA ADMINISTRATOR'S REPORT

September 21, 2026

TO: Kalamazoo Lake Sewer & Water Authority Board Members

FROM: Robert Miller, Authority Administrator

1. Administration

Customer Account Maintenance – Our front office staff have remained diligent in their mission to address the backlog of customer service orders. Since my August report, the administrative team has worked with the Operators to close out 324 service orders. 200 of these were existing from backlog, and 124 were newly issued orders that were opened and closed all within the past 30 days. This process requires an incredible amount of information sharing and legwork between the front and the back of the KLSWA house. I couldn't be happier with how well these communications are flowing in both directions.

Water & Sewer Bills – Since promoting our paperless billing and payment options with the August utility bills, we've had 98 customers sign up via the QR code provided on the billing insert. Several more have signed up via phone call to our office. Interactions between staff and community have been very positive on this, and I applaud everyone for stepping out of the box with this effort. Additionally, our effort to bring mailed-in payment processing back in-house seems to be well received. Payments delivered to our offsite lockbox processor have been drastically reduced in only one month. We anticipate this to be an easy and nearly complete transition in 30-60 more days.

Water and Sewer Rates – with all the opportunity we have ahead of us to strengthen the relationship between KLSWA and our partner communities, I want to make sure that everyone has the best possible understanding of the things that concern our community the most. I've had some great conversations recently about rates. Not necessarily about how much service should cost, but about the elements that make the rate what it is, and the decisions that got it there. I would encourage everyone to start consider these things long before we go to work on next year's budget. While we tend to focus on the rising costs of chemicals, materials, contractor, energy, etc, we also need to commit to responsible priorities and creating value wherever we can.

Tri Communities Utility Committee – There has been a significant milestone reached by the Utility Committee that has been meeting regularly to redefine the working relationship between KLSWA and the constituent municipalities. KLSWA has not received a DRAFT agreement to review yet, but the Committee has shared an extensive memo with the KLSWA legal counsel that sets a "framework" of agreeable terms. I don't yet have a timeline for which this group may expect the first DRAFT agreement.

MI-EGLE Drinking Water System Sanitary Survey – back on August 27, KLSWA was visited by our EGLE District Engineer to conduct a portion of our triannual Sanitary Survey. The Sanitary Survey is an element required by the Federal Safe Drinking Water Act, and is essentially an audit of our water system operations, a tour of our facilities, and a review of our staff, reporting, and any concerns or violations. Participating in the Survey on behalf of KLSWA was Shawn Sisson, Abul Ahmed (F&V), and myself. Currently, we're awaiting a virtual continuation of the interviews and discussion before EGLE issues a final report.

2. KLSWA Clean Water State Revolving Fund WWTP Improvement Project Update

Our CWSRF loan officially closed on August 27. We're awaiting the execution of agreements between Fleis & VandenBrink (General Contractor) and their subs before we can put together a tentative schedule for construction. It's likely the majority of the site work won't begin until the spring of 2027.

3. Personnel & Staffing

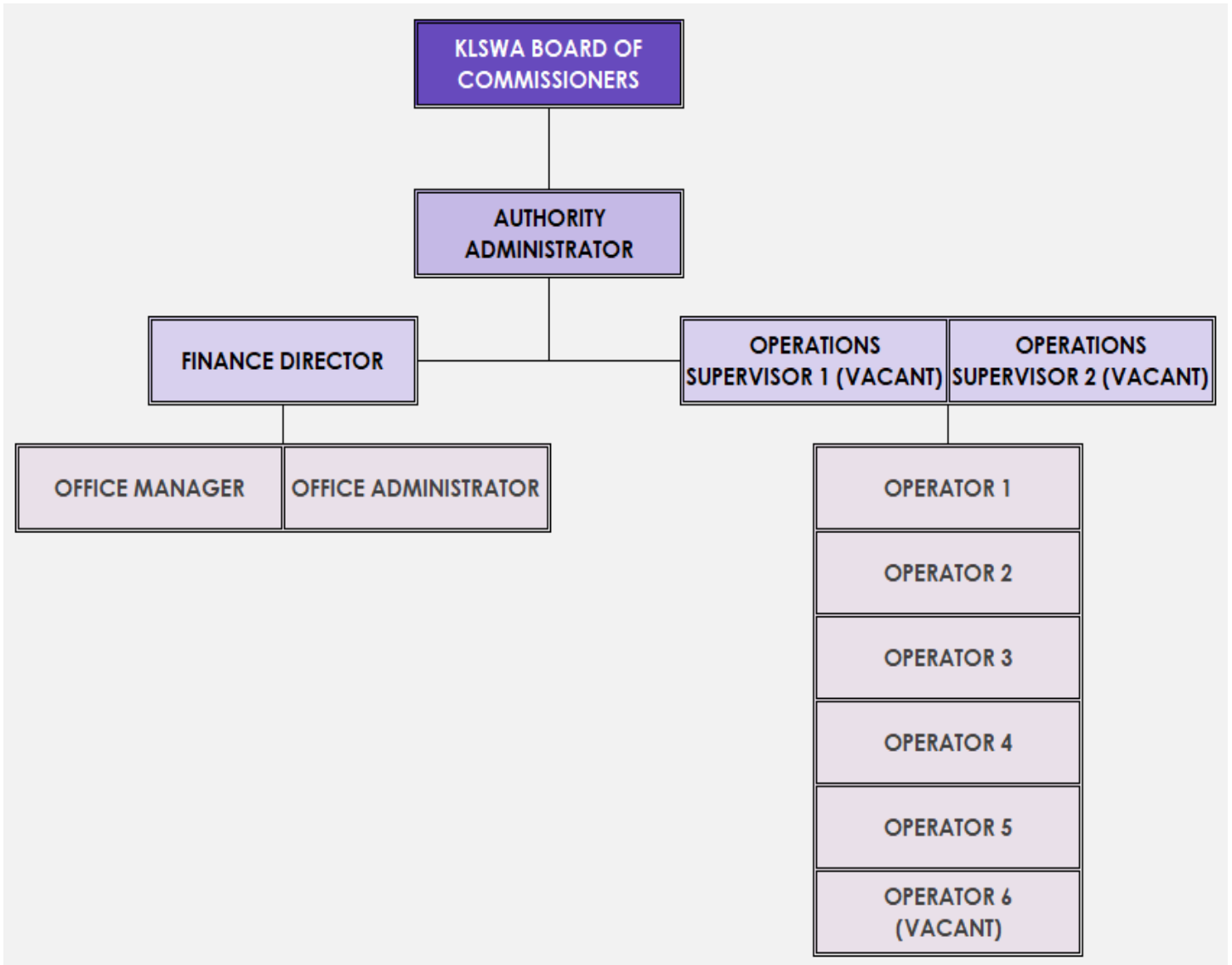
Collective Bargaining Update – KLSWA leadership had one additional meeting with the IUOE group since our last regular meeting. There has still been little discussion on economic factors or conditions of work. Most of the conversation has revolved around a “framework” for what will be a brand new agreement, and potential schedule modifications that may be beneficial to the employee and to KLSWA.

Water System Operator-In-Charge – Since August of 2025, KLSWA has contracted with F&V Operations to provide an onsite, properly licensed OIC for both our water production and water distribution systems, as required by the State of Michigan. As this relationship with F&V Operation was always intended to be an element of transition, I will be assuming the Operator-In-Charge roles for both water production and distribution effective October 1. I've been in contact with EGLE to ensure protocol is followed, and have been discussing a “hand-off” plan with our partners from F&V.

Balancing Priorities with Existing Staff – The OIC designation will require me to spend more time in the field with our operations group, and to take over State reporting that was previously handled by F&V. To ensure our front office staff remain supported, priorities are properly managed, and to remain consistent with previously discussed long-term planning, I'll be introducing and implementing the organizational chart below, also effective October 1. A few notes on the organizational chart:

- The operations side remains unchanged, and consistent with the current job descriptions.
- With respect to the vacancies in the operations group, our near-term goal is to fill one of the Operations Supervisor spots with an internal candidate, then address the remaining Operator vacancies with input from the new Supervisor.
- To provide consistent, present, and focused leadership for the Authority's utility billing, financial management, and HR functions, the Office Manager and Office Administrator will report to the Finance Director.
- Finance Director and Operations Supervisors will report directly to the Utility Administrator.
- Should our operational relationships change and evolve with partner communities, the need for new or additional positions will be considered as new responsibilities phase in.

Kalamazoo Lake Sewer & Water Authority Organizational Chart





MEMO

DATE: September 21, 2026
TO: Mr. Gregory Freeman, KLSWA Board Chairman
CC: KLSWA Board of Commissioners
FROM: Robert Miller, KLSWA Administrator
SUBJECT: Saugatuck Township Proposed Sewer Easement & Relocation Agreement

Mr. Freeman,

At the May 18, 2026 Regular Meeting of the KLSWA Board of Commissioners, Saugatuck Township Officials proposed a new connection to the WWTP. This connection would serve a proposed development near Old Allegan Road and Blue Star Highway, and any future development on the adjacent Blue Star corridor. The Township's proposed connection and associated underground force main would require easement over two private parcels, and an agreement to address future relocation of the WWTP connection, if warranted.

Since the May meeting, KLSWA's engineer and attorney have made recommendations that have resulted in generally acceptable terms to both KLSWA and Saugatuck Township. Those easements, associated exhibits, and the relocation agreement are attached for your review. Having been thoroughly vetted, I would recommend that the KLSWA Board of Commissioners authorize the execution of the attached documents – pending a final review by KLSWA counsel to include a final determination on Allegan County's involvement.

If Commissioners concur, I offer the following motion:

Motion to allow the Chair and Secretary Treasurer to execute and deliver the agreement and easements referenced above on behalf of the Authority with such revisions as are deemed necessary and in the best interest of the Authority in consultation with the Authority's legal counsel.

Enclosures

SEWER EASEMENT

THIS SEWER EASEMENT (this “**Easement**”) is granted by the County of Allegan, a body corporate and politic under the laws of the State of Michigan, acting by and through its Board of Public Works, whose address is 113 Chestnut Street, Allegan, Michigan 49010 (the “**Grantor**”), to the Township of Saugatuck, a Michigan municipal corporation, whose address is 3461 Blue Star Highway, Saugatuck, Michigan 49453 (the “**Grantee**”).

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor grants and conveys to the Grantee a permanent and perpetual sewer easement on, over, across, under, and through a portion of the Grantor’s real property located in the Township of Saugatuck, Allegan County, Michigan, and identified as Tax Parcel No. 20-010-004-00, the legal description of which is set forth on the attached **Exhibit A** (the “**Subject Parcel**”). The portion of the Subject Parcel subject to this Easement is more particularly described and depicted on the attached **Exhibit A** (the “**Easement Area**”).

The Grantor grants this Easement for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, replacing, improving, and removing an underground sanitary sewer force main and all related appurtenances (collectively, the “**Facilities**”), together with the right of ingress to and egress from the Easement Area, and over so much of the Grantor’s adjoining land as is reasonably necessary, to accomplish the foregoing. The parties hereto acknowledge that the subject parcel is used and maintained by the Kalamazoo Lake Sewer and Water Authority (the “**Authority**”) for the Authority’s Wastewater Treatment Plant the (the “**WWTP**”). This Easement is subject to the following terms and conditions.

TERMS AND CONDITIONS

1. **Manner of Work.** Any construction, installation, operation, maintenance, inspection, repair, replacement, improvement, or removal performed by or on behalf of the Grantee (the “**Work**”) shall be performed (i) in a good and workmanlike manner; (ii) in compliance with all applicable laws, rules, orders, and ordinances; (iii) so as not to unreasonably interfere with the Grantor’s use of the Subject Parcel; (iv) so as not to impair the lateral or subjacent support of the Grantor’s surrounding property; (v) with prior notice to and coordination with Grantee and the Authority, so as to not disrupt the operation and maintenance of the WWTP, and (vi) without cost to the Grantor.

2. **Access.** The Grantee shall have the right of ingress to and egress from the Easement Area over the Easement Area itself and, to the extent reasonably necessary to perform the Work, over the Grantor's adjoining land. The Grantee shall confine its access to routes that minimize disturbance to the Grantor's operations to the extent practicable. Grantee shall provide Grantor and the Authority not less than three days prior written notice of Grantee's intent to enter upon the Subject Parcel to perform the work on the Facilities.

3. **Adjoining Property; Restoration.** If the Grantee reasonably finds it necessary to enter upon the Grantor's property adjoining the Easement Area to perform any Work, the Grantee may do so, after providing not less than three days prior written notice to Grantor and the Authority of Grantee's intent and obtaining the Authority's express written consent (which shall not be unreasonably withheld), and the Grantee shall restore any portion of the Easement Area and the adjoining property disturbed by the Work to a condition as good as or better than its condition before the Work, to the extent reasonably practicable and consistent with the presence of the Facilities.

4. **No Interference by Grantor.** Except as is otherwise required by the Authority (in the Authority's sole determination) for the Authority to exercise its rights and ability to own, operate, maintain, replace, or improve the WWTP and its related facilities, the Grantor shall not construct or install any building or other permanent structure within the Easement Area and shall not grade or perform earthwork within the Easement Area, without the Grantee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

5. **Other Utilities.** The Grantor reserves the right to grant easement rights within the Easement Area to others for the installation and maintenance of gas, electric, telephone, fiber optic, cable, water, and similar utilities ("**Other Utilities**"), provided that any such rights shall be subject to the Grantee's approval as to the location and depth of the proposed Other Utilities, which approval shall not be unreasonably withheld, conditioned, or delayed. All such additional easements shall be subordinate to the Grantee's rights under this Easement, and the owners of any Other Utilities shall reimburse the Grantee for any additional cost the Grantee incurs in performing the Work as a result of the presence of the Other Utilities.

6. **Run With the Land.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the County of Allegan, acting by and through its Board of Commissioners, has caused this Easement to be executed by its duly authorized officers as of the date set forth below.

[Signatures on Next Page]

COUNTY OF ALLEGAN, a public body
corporate, by and through its Board of
Commissioners

By: _____
Scott Beltman, Board Chair

By: _____
Bob Genetski

STATE OF MICHIGAN)
) ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on _____, 2026, by Scott Beltman, Chairperson of the Allegan County Board of Commissioners, and Bob Genetski, Allegan County Clerk, on behalf of the County of Allegan.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

Acknowledged and agreed to by the
**KALAMAZOO LAKE SEWER AND
WATER AUTHORITY**

By: _____
Greg Freeman, Chair

By: _____
Jennifer Ludwick, Secretary/Treasurer

Exempt from state and county real estate transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

Drafted By:
C. Nicholas Curcio
Curcio Law Firm PLC
16905 Birchview Drive
Nunica, MI 49448

When Recorded Return To:
Township of Saugatuck
3461 Blue Star Highway
Saugatuck, MI 49453

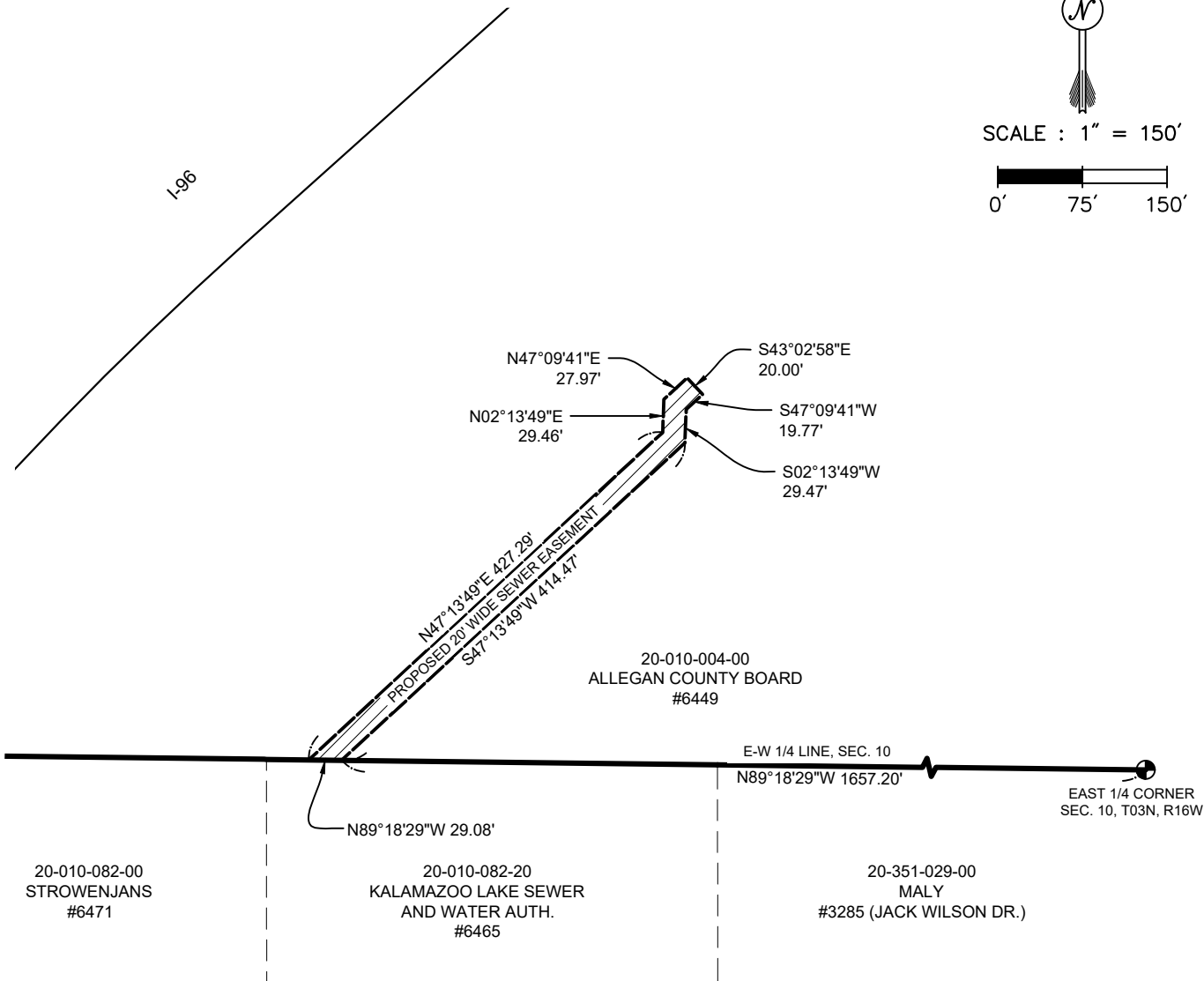
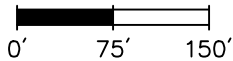
Exhibit A

Easement Sketch and Description, Prein & Newhof Project No. 2251022 (Drawing 6449), dated June 29, 2026 (attached).

EASEMENT SKETCH
PROPOSED SEWER EASMENT
EXHIBIT "A"



SCALE : 1" = 150'



20-010-004-00 PARCEL DESCRIPTION
(PER ALLEGAN COUNTY DEPARTMENT OF EQUALIZATION):
E 3/4 OF NE 1/4 SEC 10 LYING SE'LY OF I-196 R/W SEC 10 T3N R16W.

PROPOSED 20' WIDE SEWER EASEMENT DESCRIPTION:
PART OF THE NORTHEAST 1/4 OF SECTION 10, T03N, R16W, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 OF SAID SECTION 10; THENCE NORTH 89°18'29" WEST 1657.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°18'29" WEST 29.06 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 47°13'49" EAST 427.29 FEET; THENCE NORTH 02°13'49" EAST 29.46 FEET; THENCE NORTH 47°09'41" EAST 27.97 FEET; THENCE SOUTH 43°02'58" EAST 20.00 FEET; THENCE SOUTH 47°13'49" WEST 414.47 FEET TO THE POINT OF BEGINNING.

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
SAUGATUCK TOWNSHIP
3461 BLUE STAR HWY.
SAUGATUCK, MI 49453

LOCATED IN : SECTION 10
TOWN 03 NORTH, RANGE 16 WEST
SAUGATUCK TOWNSHIP, ALLEGAN
COUNTY, MICHIGAN

Date : 06/29/2026
Project No. 2251022

PAGE
1 OF 1

SEWER EASEMENT

THIS SEWER EASEMENT (this “**Easement**”) is granted by the Kalamazoo Lake Sewer and Water Authority, a public body corporate, whose address is 6449 Old Allegan Road, P.O. Box 789, Saugatuck, Michigan 49453 (the “**Grantor**”), to the Township of Saugatuck, a Michigan municipal corporation, whose address is 3461 Blue Star Highway, Saugatuck, Michigan 49453 (the “**Grantee**”).

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor grants and conveys to the Grantee a permanent and perpetual sewer easement on, over, across, under, and through a portion of the Grantor’s real property located in the Township of Saugatuck, Allegan County, Michigan, and identified as Tax Parcel No. 20-010-080-20, the legal description of which is set forth on the attached **Exhibit A** (the “**Subject Parcel**”). The portion of the Subject Parcel subject to this Easement is more particularly described and depicted on the attached **Exhibit A** (the “**Easement Area**”).

The Grantor grants this Easement for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, replacing, improving and removing an underground sanitary sewer force main and all related appurtenances (collectively, the “**Facilities**”), together with the right of ingress to and egress from the Easement Area, and over so much of the Grantor’s adjoining land as is reasonably necessary, to accomplish the foregoing. This Easement is subject to the following terms and conditions.

TERMS AND CONDITIONS

1. **Manner of Work.** Any construction, installation, operation, maintenance, inspection, repair, replacement, improvement, or removal performed by or on behalf of the Grantee (the “**Work**”) shall be performed (i) in a good and workmanlike manner; (ii) in compliance with all applicable laws, rules, orders, and ordinances; (iii) so as not to unreasonably interfere with the Grantor’s use of the Subject Parcel; (iv) so as not to impair the lateral or subjacent support of the Grantor’s surrounding property (v) with prior notice to and coordination with the Grantor, and (vi) without cost to the Grantor.

2. **Access.** The Grantee shall have the right of ingress to and egress from the Easement Area over the Easement Area itself and, to the extent reasonably necessary to perform the Work, over the Grantor’s adjoining land. The Grantee shall confine its access to routes that

minimize disturbance to the Grantor's operations to the extent practicable. Grantee shall provide Grantor not less than three days prior written notice of Grantee's intent to enter upon the Subject Parcel to perform the work on the facilities.

3. **Adjoining Property; Restoration.** If the Grantee reasonably finds it necessary to enter upon the Grantor's property adjoining the Easement Area to perform any Work, the Grantee may do so, after providing not less than three days prior written notice to Grantor of Grantee's intent and obtaining the Authority's expressed written consent (which shall not be unreasonably withheld), and the Grantee shall restore any portion of the Easement Area and the adjoining property disturbed by the Work to a condition as good as or better than its condition before the Work, to the extent reasonably practicable and consistent with the presence of the Facilities.

4. **No Interference by Grantor.** Except as is otherwise required by the Authority (in the Authority's sole determination) for the Authority to exercise its rights and ability to own, operate, maintain, replace, or improve the WWTP and its related facilities, the Grantor shall not construct or install any building or other permanent structure within the Easement Area, and shall not grade or perform earthwork within the Easement Area, without the Grantee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

5. **Other Utilities.** The Grantor reserves the right to grant easement rights within the Easement Area to others for the installation and maintenance of gas, electric, telephone, fiber optic, cable, water, and similar utilities ("**Other Utilities**"), provided that any such rights shall be subject to the Grantee's approval as to the location and depth of the proposed Other Utilities, which approval shall not be unreasonably withheld, conditioned, or delayed. All such additional easements shall be subordinate to the Grantee's rights under this Easement, and the owners of any Other Utilities shall reimburse the Grantee for any additional cost the Grantee incurs in performing the Work as a result of the presence of the Other Utilities.

6. **Run With the Land.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

The Grantor has executed this Easement as of the date set forth below.

[Signatures on Next Page]

**KALAMAZOO LAKE SEWER AND
WATER AUTHORITY**, a public body
corporate

By: _____
Greg Freeman, Chair

By: _____
Jennifer Ludwick, Secretary/Treasurer

STATE OF MICHIGAN)
) ss
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me on _____, 2026, by Greg Freeman, Chair, and Jennifer Ludwick, Secretary/Treasurer, of the Kalamazoo Lake Sewer and Water Authority, a public body corporate, on behalf of the Authority.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

Exempt from state and county real estate transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

Drafted By:
C. Nicholas Curcio
Curcio Law Firm PLC
16905 Birchview Drive
Nunica, MI 49448

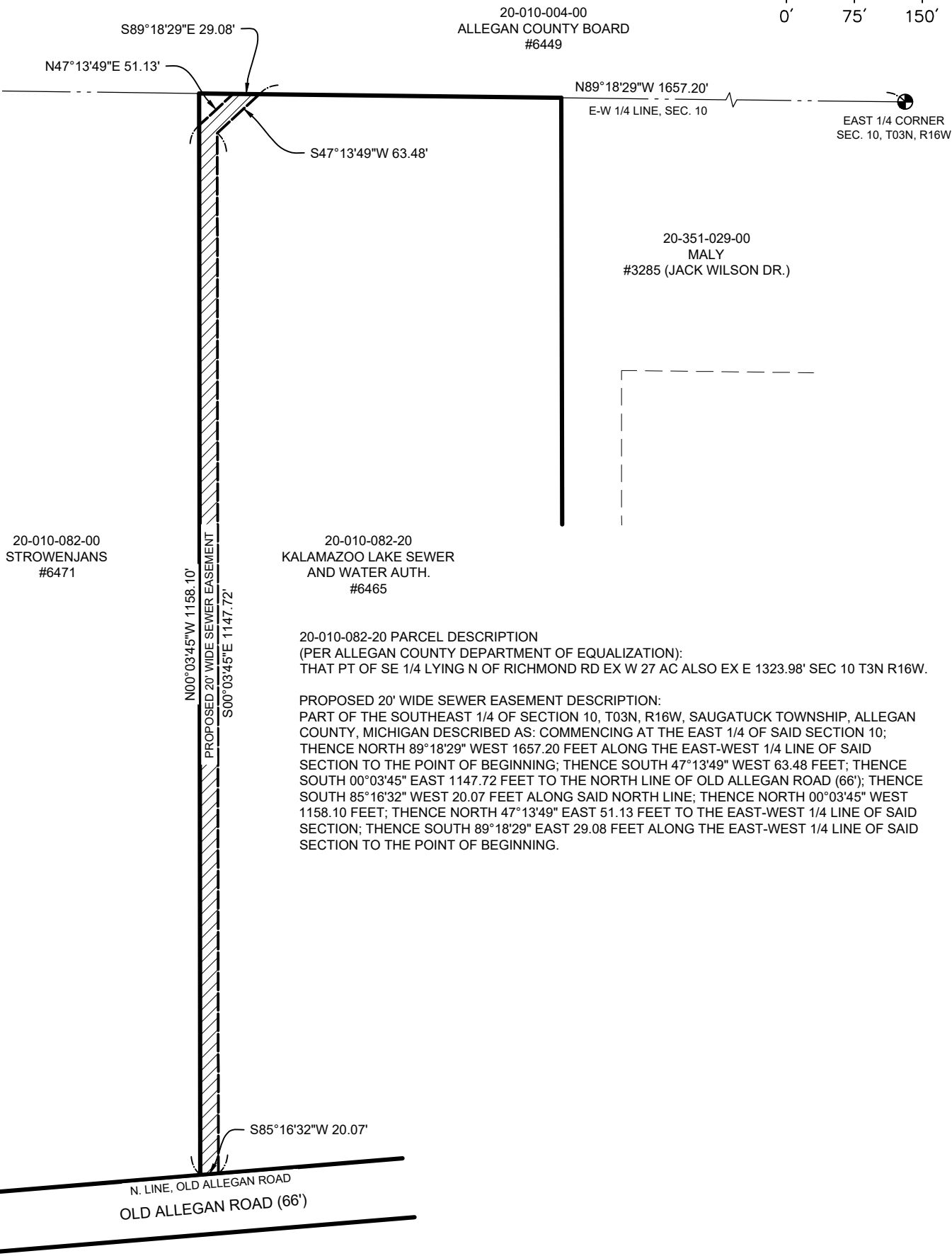
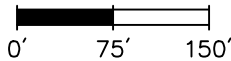
When Recorded Return To:
Township of Saugatuck
3461 Blue Star Highway
Saugatuck, MI 49453

Exhibit A — Easement Sketch and Description, Prein & Newhof Project No. 2251022 (Drawing 6465), dated June 29, 2026 (attached).

EASEMENT SKETCH
PROPOSED SEWER EASMENT
EXHIBIT "A"



SCALE : 1" = 150'



Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
SAUGATUCK TOWNSHIP
3461 BLUE STAR HWY.
SAUGATUCK, MI 49453

LOCATED IN : SECTION 10
TOWN 03 NORTH, RANGE 16 WEST
SAUGATUCK TOWNSHIP, ALLEGAN
COUNTY, MICHIGAN

Date : 06/29/2026
Project No. 2251022

PAGE
1 OF 1

**RELOCATION AGREEMENT REGARDING FORCEMAIN
CONNECTION TO WASTEWATER TREATMENT PLANT**

This Relocation Agreement Regarding Forcemain Connection to Wastewater Treatment Plant (the "Agreement") is made and entered into as of the ____ day of _____, 202__, by and between the Township of Saugatuck, a general law township organized and existing under the laws of the State of Michigan, with an address of 3461 Blue Star Highway, Saugatuck, Michigan 49453 ("Saugatuck Township"), and the Kalamazoo Lake Sewer and Water Authority, a public body corporate, with an address of 6449 Old Allegan Road, P.O. Box 789, Saugatuck, Michigan 49453 (the "KLSWA"). Saugatuck Township and the KLSWA are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Saugatuck Township owns and operates components of a sanitary sewer collection system serving properties within its municipal boundaries, and proposes to construct a new sanitary sewer forcemain to convey wastewater from such collection system to the wastewater treatment plant owned and operated by the KLSWA (the "WWTP").
- B. Saugatuck Township has submitted to the KLSWA a proposed route for the new forcemain and the point of connection at which the forcemain will enter the WWTP (the "Forcemain"), which proposed route and point of connection are depicted and described in **Exhibit A** attached hereto and incorporated herein by reference.
- C. The Parties acknowledge that the KLSWA may in the future undertake an expansion of the WWTP, and that such expansion may necessitate the relocation of the Forcemain. The Parties wish to memorialize their agreement regarding the responsibility for the cost of any such relocation.
- D. The KLSWA has reviewed the proposed route and point of connection set forth in Exhibit A and is willing to approve the same, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Approval of Forcemain Route. The KLSWA hereby approves the route of the Forcemain and the point of connection at which the Forcemain will enter and connect to the WWTP, as depicted and described in Exhibit A. Such approval is granted subject to the terms and conditions of this Agreement and the execution of necessary easements between the Parties.
- 2. Relocation Obligation.
 - (a) In the event the KLSWA Commission determines, in its reasonable discretion, and at any time, that the relocation of all or any portion of the Forcemain is necessary in connection with a future repair, replacement, improvement, or expansion of the WWTP, Saugatuck Township shall be responsible for the cost of such relocation, subject to the terms and conditions of this Agreement.
 - (b) For purposes of this Agreement, the term "cost of relocation" means the actual costs incurred to relocate the Forcemain, including without limitation construction costs, engineering and design costs, permitting costs, and restoration costs.

3. Notice and Cost Estimate.

(a) Before requiring Saugatuck Township to relocate the Forcemain pursuant to Section 2, the KLSWA shall provide Saugatuck Township with written notice of the required relocation not less than one hundred eighty (180) days prior to the date by which the relocation must be completed (the "Relocation Notice").

(b) The Relocation Notice shall include an itemized estimate of the anticipated cost of relocation, prepared by the KLSWA's engineer, broken down by category of cost including without limitation construction costs, engineering and design costs, permitting costs, and restoration costs.

(c) Saugatuck Township shall have a period of sixty (60) days following receipt of the Relocation Notice to review and provide written comments to the KLSWA regarding the estimated cost of relocation. The KLSWA shall give due consideration to all such comments and shall provide a written response to Saugatuck Township within thirty (30) days of receipt of such comments. The Parties shall cooperate in good faith to resolve any disputes regarding the estimated cost of relocation prior to commencement of the relocation work.

(d) For the avoidance of doubt, the estimated cost of relocation set forth in the Relocation Notice is provided for planning and review purposes only and shall not limit Saugatuck Township's obligation under Section 2 to pay the actual reasonable cost of relocation.

(e) Unless the Parties agree otherwise in writing, the KLSWA shall hold the construction contract for the relocation work and shall perform the relocation as the project owner, including selection of the engineer, preparation of bid documents, solicitation and award of bids in accordance with applicable procurement requirements, execution of the construction contract, and management of the construction process through completion. The KLSWA shall name Saugatuck Township as an additional insured on all construction-related insurance policies obtained in connection with the relocation work and shall require the contractor to indemnify Saugatuck Township to the same extent the contractor indemnifies the KLSWA.

4. Ownership of Forcemain. Nothing in this Agreement shall be construed as a transfer of ownership of the Forcemain from Saugatuck Township to the KLSWA. The Forcemain shall remain the property of Saugatuck Township unless and until ownership is transferred to the KLSWA or any successor organization pursuant to a separate written agreement between the Parties.

5. Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered, delivered by a nationally recognized courier service, or three (3) business days after deposit in the United States mail by certified mail, return receipt requested, addressed to the Party at the address set forth in the preamble of this Agreement or to such other address as a Party may designate in writing from time to time.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Allegan County, Michigan, and each Party irrevocably submits to the jurisdiction of such courts and waives any objection to venue or the convenience of the forum.

7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements, representations,

and understandings between the Parties with respect to such subject matter. This Agreement may not be amended except by a written instrument signed by both Parties.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be deemed original signatures for all purposes.

9. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement, that the individual signing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and binding obligation of such Party enforceable in accordance with its terms.

10. Effective Date. This Agreement shall become effective on the date last signed by the Parties below (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SAUGATUCK TOWNSHIP

By: _____
Abby Bigford, Supervisor

Date: _____

By: _____
Cindy Osman, Clerk

Date: _____

**KALAMAZOO LAKE SEWER AND WATER
AUTHORITY**

By: _____
Greg Freeman , Chair

Date: _____

By: _____
Jennifer Ludwick, Secretary/Treasurer

Date: _____

EXHIBIT A

FORCEMAIN ROUTE AND POINT OF CONNECTION

[Attach engineering drawing, survey, or legal description of the approved Forcemain route and point of connection at the WWTP.]



MEMO

DATE: September 21, 2026
TO: Mr. Gregory Freeman, KLSWA Board Chairman
CC: KLSWA Board of Commissioners
FROM: Robert Miller, KLSWA Administrator
SUBJECT: Michigan Employee Retirement System (MERS) 457(b)

Mr. Freeman,

Presently, the Kalamazoo Lake Sewer & Water Authority offers a hybrid retirement plan to all full-time employees consisting of a defined benefit (pension) and a defined contribution element (DB/DC). The defined contribution portion, currently at 6% of gross wages, is funded entirely by KLSWA. The MERS plan rules do not allow the employee to make additional contributions.

To offer another tax-advantaged savings vehicle for KLSWA employees, I am proposing that we also participate in the MERS 457(b) Supplemental Retirement Program. The 457(b) would be in addition to the existing DB/DC program, would operate at no cost to KLSWA, at would be funded solely by voluntary employee contributions via payroll deductions.

Enclosed are RESOLUTION # 20260921A required to designate signatories to execute the plan documents, RESOLUTION # 20260921B to adopt the 457 plan, and the MERS 457 Participation Agreement (reference only, to be executed by signatory once authorized).

If Commissioners concur, I offer the following two motions:

- **Motion to adopt RESOLUTION #20260921A authorizing the Authority Administrator and/or the Finance Director as authorized MERS contract signatories.**
- **Motion to adopt RESOLUTION #20260921B authorizing the Kalamazoo Lake Sewer & Water Authority to offer employee participation in a MERS 457(b) deferred compensation plan.**

Enclosures

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9706

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, Kalamazoo Lake Sewer & Water Authority ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. Authority Administrator

Optional additional job positions:

2. Finance Director - HR Director

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20_____.

Authorized signature (must be currently in a position named above): _____

Name: _____

Title: _____

Witness signature: _____

Witness name: _____

Witness title: _____

**MERS Uniform 457 Supplemental Retirement
Program Resolution**

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9706

www.mersofmich.com

This Resolution, together with the MERS 457(b) Supplemental Retirement Program Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984 (the “Act”), MCL 38.1536(2)(a) (MERS Plan Document (Section 71) authorizes the Municipal Employees’ Retirement Board (the “Board”) to “establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs,” and on November 8, 2011, the Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 71, and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating “municipality” (as defined in the Act; MCL 38.1502b(2); Plan Document Section 2) or participating “court” (circuit, district or probate court as defined in the Act, MCL 38.1502a(4) – (6); Plan Document Section 2) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees’ saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program (“Plan”);

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

RESOLUTION # 20260921B
MERS Uniform 457 Supplemental Retirement Program Resolution

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

RESOLUTION # 20260921B

MERS Uniform 457 Supplemental Retirement Program Resolution

- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

_____, 20____. _____
(Signature of authorized official)

Printed name: _____ Position title: _____
(Authorized Official - printed) (Authorized Official - position)

Municipality name: Kalamazoo Lake Sewer & Water Authority

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ _____
(Authorized MERS signatory)

MERS 457 Participation Agreement



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mersofmich.com

I. EMPLOYER INFORMATION

Municipality Name: Kalamazoo Lake Sewer & Water Authority

Municipality Address:

Street: 6449 Old Allegan Rd

City: Saugatuck Zip: 49453

Municipality Phone: 269-857-2709 Municipality Number: 0306

Plan Number: _____ Reporting Unit: _____

Payroll Frequency: Every Other Week

If **Other** is selected, provide details here: _____

II. EFFECTIVE DATE

☐ New Plan
Effective Date: November 1, 2026

☒ Amended Plan
This agreement is a substitution and amendment of an existing MERS 457 Program.

Note: This agreement only reflects changes to the plan.

Effective Date: _____

III. PLAN ELIGIBILITY

Only Employees as defined in the Program may be covered by this Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

Eligible Employees (examples: Full-Time, Clerical, Union Employees participating in XXXX Union):

All employees

This plan will be named: All employees

Probationary Period

☐ No probationary period

☒ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. Participant wages must be reported to MERS from the time of hire, including during the probationary period.

Probationary months: _____

IV. CONTRIBUTIONS

1. Definition of Compensation

This must be used when determining both employer and employee contributions.

Select one option below.

- ☐ Base Wages
- ☐ Box 1 Wages of W-2
- ☐ Gross Wages
- ☐ Box 5 Medicare Wages of W-2
- ☐ Custom Definition. If selected, you must submit a [Custom Definition of Compensation Addendum \(MD-008\)](#)

2. Employee Contributions

The Program allows for both pre-tax and Roth deferrals. Participants can increase, decrease, or stop contributing at any time, subject to IRS limits and requirements, through their online account access.

3. Automatic Enrollment

- ☐ No – If No, skip to question 4.
- ☐ Yes – If Yes, complete 3.1-3.2 below.

3.1 Covered Employees

The following eligible employees are covered employees (check one):

- ☐ Only employees hired, rehired, or promoted into a position covered by the MERS 457 Program on or after the effective date of this agreement will be automatically enrolled in the Program.
- ☐ Employees currently employed, hired, rehired, or promoted into a position covered by the MERS 457 Program on or after the effective date of this agreement will be enrolled, regardless of their date of hire.

3.2 Automatic Enrollment Contribution

Participant's pre-tax contribution per payroll will be:

☐ \$_____ or ☐ ____%

3.3 Automatic Escalation Schedule

This contribution will be increased annually each January 1 by the **Annual Increase** up to the **Maximum Escalation** amount as defined below.

Annual Increase: _____% or \$_____

Maximum Escalation: _____% or \$_____

Automatic Enrollment / Automatic Escalation can only be added to an existing plan as of the first day of the Employer's Plan year and after a 30 day notice is provided to employees. Contributions are withheld and reported on a pre-tax basis according to the contribution schedule selected in this Agreement and will continue until the covered employee affirmatively elects otherwise or has a severance from employment.

Employers are responsible for notifying employees of their right to opt out of participation at the time of eligibility and allow up to 90 days for the Opt Out and Refund Form to be returned.

4. Employer Contributions

Employer Contribution shall be permitted:

☐ No

☐ Yes – If Yes, contributions are outlined in the [Contribution Addendum for MERS 457 \(MD-470b\)](#).

V. LOANS

Loans are permitted:

☐ No

☐ Yes – If Yes, your signature on this document confirms you have received and reviewed the [Defined Contributions & 457 Loan Addendum \(MD-071\)](#). Also, the election of loans for any division automatically applies to all divisions of your 457 Plan.

VI. APPOINTING MERS AS THE PLAN ADMINISTRATOR

The Employer hereby agrees to the provisions of this MERS 457 Participation Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS 457 Participation Agreement, the provisions of the Plan Document control.

VII. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VIII. ENFORCEMENT

1. This Participation Agreement may be terminated only in accordance with the MERS 457 Plan Document.
2. The Employer hereby agrees to be bound by the MERS 457 Plan Document and all policies adopted by the Board as applicable to the MERS 457 Plan, as these may be amended from time to time.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

IX. EXECUTION

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This Adoption Agreement is hereby approved by (municipality/court):

Kalamazoo Lake Sewer & Water Authority

Dated (DD/MM/YYYY): _____

Authorized signature: _____

Name (printed): _____

Title: _____

Approved by the Municipal Employees' Retirement System of Michigan

Dated (DD/MM/YYYY): _____

Authorized MERS Signature: _____