The City of Newaygo is requesting bid proposals for the vacant industrial property owned by the City. The parcel is approximately 8.33 acres and is located within the Timber Trails Industrial Park Development in Newaygo, Michigan. See Attachment A.

The City of Newaygo has determined through strategic and comprehensive planning efforts that it is a priority of the City to provide quality employment opportunities to meet the needs of the City and surrounding community’s. In order to encourage industrial development and job creation the City of Newaygo is requesting proposals for the sale of the 8.33 acre parcel for the development of an individual industrial business.

All bid proposals must conform to the specifications as listed below:

**BID DEADLINE**
Sealed bids must be received by 3:00 p.m., EDT, September 5th, 2017 on the Bid Form supplied by the City of Newaygo.

**PROJECT SCHEDULE**
A detailed preliminary project description and projected build out and completion schedule must be submitted with the bid proposal.

**RECAPTURE**
As noted above, the City will require that the project be completed within 24 months. In the event that the project is not completed within the 24 month period, the City, at its sole discretion, will have the right to re-purchase the parcel at the original purchased pro-rata acreage value from the owner.

**DESIGN**
A preliminary concept plan (site plan, lot layout, lot size) is to be submitted with the proposal.
ZONING, LOT SIZE, and UTILITY REQUIREMENTS
The property is zoned I-1, Industrial, in accordance with the City of Newaygo Zoning Ordinance and Official Zoning Map. The Purpose of this district is intended for intensive industrial activity, including manufacturing, processing, assembly, and packing. It is also intended to permit related businesses and services while prohibiting retail sales, residential dwellings, and other incompatible uses. This District is designed to promote high quality industrial development through the use of industrial performance standards and other regulations. Specific I-1 zoning information can be found at http://newaygocity.org/documents/newaygo_city_zoning_ordinance_110110_Q7Y7q.pdf. Covenants and regulations specific to the Timber Trails Industrial Park can be found in Attachment B. The City of Newaygo will also require connection to City owned and Managed Water and Sewer Services. The connection and use fees for these services is included in Attachment C. Connection to private utilities including electric, natural gas, and communication services will be the sole responsibility of the property owner.

PROPERTY DESCRIPTION

Parcel ID: 62-19-19-400-012

Part of Blocks 112 and 121 of the Village (now City) of Newaygo, according to the recorded plat thereof and part of the Southeast 1/4 of Section 19, Town 12 North, Range 12 West described as:

Commencing North 0 degrees 23' 43'' East 1308.77 feet to the South 1/8 line and North 89 degrees 7' 5'' East 352.92 feet from the South 1/4 corner of said Section 19 to the point of beginning; Thence North 2 degrees 7' 24'' West 159.35 feet; thence North 89 degrees 41' 08'' East 669.15 feet; thence South 0 degrees 27' 41'' East 600 feet to the North Right of Way line of South Park Ave; Thence South 89 degrees 41' 08'' West along said Right of Way 617 feet; thence North 4 degrees 15' 01'' East 442.97 feet to the South line of Lot 7, Block 112 of said plat of the Village (now City) of Newaygo; thence South 89 degrees 7' 5'' West 83.92 feet to the Southwest corner of Lot 8, Block 112 to the point of beginning.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 8.33 ACRES, MORE OR LESS.

Note: A survey will be required as part of the purchase agreement to verify the tax description and that there are no encroachments of surrounding parcels.

INFORMATION
For additional information, contact Jon Schneider, City Manager, City of Newaygo at (231) 652-1657 or jons@newaygocity.org
BID FORM

CITY OF NEWAYGO, MICHIGAN

BID FOR:
Parcel ID: 62-19-400-012

Part of Blocks 112 and 121 of the Village (now City) of Newaygo, according to the recorded plat thereof and part of the Southeast 1/4 of Section 19, Town 12 North, Range 12 West described as:

Commencing North 0 degrees 23' 43'' East 1308.77 feet to the South 1/8 line and North 89 degrees 7' 5'' East 352.92 feet from the South 1/4 corner of said Section 19 to the point of beginning; Thence North 2 degrees 7' 24'' West 159.35 feet; thence North 89 degrees 41' 08'' East 669.15 feet; thence South 0 degrees 27' 41'' East 600 feet to the North Right of Way line of South Park Ave; Thence South 89 degrees 41' 08'' West along said Right of Way 617 feet; thence North 4 degrees 15' 01'' East 442.97 feet to the South line of Lot 7, Block 112 of said plat of the Village (now City) of Newaygo; thence South 89 degrees 7' 5'' West 83.92 feet to the Southwest corner of Lot 8, Block 112 to the point of beginning.

Note: A survey will be required as part of the purchase agreement to verify the tax description and that there are no encroachments of surrounding parcels.

BIDDER agrees to the following:

- Bidders must bid for the entire parcel. No bids for portions of the parcel will be accepted.
- All bids must be accompanied by a proposal for development of the property showing specific development criteria consistent with specifications called out for in the bid package.
- All bids shall be submitted on bid forms prepared and provided by the City.
- Bids will be accepted until 3:00 p.m., EDT, on the 5th day of September, 2017, at the office of the City Clerk, City of Newaygo, 28 State Road, Newaygo, Michigan. No bids transmitted by facsimile or email will be accepted or considered.
- No further bids will be received after the date and time advertised herein. All bids are to be submitted with the understanding of the bidder that its bid shall be subject to all of the terms and conditions of the bid package which is incorporated herein and made a part hereof.
- Any successful bidder shall be required to enter into a mutually agreed form of development agreement within thirty (30) days following acceptance of any bid by the Governing Body of the City.
- In the event the highest responsible bidder submitting an acceptable development proposal, as determined by the Governing Body, shall fail to perform by failing to enter into a mutually agreed development agreement or by failing to pay the balance of the bid price
by the date prescribed therein, then the bid security shall be retained by the City.

- The parcel is to be sold to the highest responsible and qualified bidder submitting an acceptable development proposal as determined in the sole discretion of the Governing Body of the City. The Governing Body of the City reserves the right to reject any or all bids, and reserves the right to waive any minor irregularities in any bid or the bid process.

Bid Amount: _____________________________

Signed: _________________________________ Date: ________________________________

Print Name: ______________________________

Print Title: ______________________________

Telephone: ______________________________

Email Address: ___________________________
Attachment A
AN ORDINANCE SUPPLEMENTING THE ZONING MAP OF THE CITY OF NEWAYGO

At the Regular meeting of the Newaygo City Council held on February 22, 1982 it was moved by Sherwood and supported by Backoski to adopt by reference the Covenant and Restrictions relative to Timber Trails Industrial Park. Carried Unanimous.

6 Ayes
0 Nays
1 Absent

William R. Stewart
City Clerk

STATE OF MICHIGAN)
COUNTY OF NEWAYGO)
RECORDED 12th DAY OF Mar. A. D. 1982 AT 8 O'CLOCK A. M.
REGISTRAR OF DEEDS.
Covenant and Restrictions recorded in liber Page_________, Newaygo County Records.

City of Newaygo
Timber Trails Industrial Park

February 22, 1982

RESTRICTIONS:

1. **Purposes:** These restrictions are imposed upon the property to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property to guard against the erection thereby of structures built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements on building sites; to secure and maintain proper setbacks from streets; and in general to provide adequately for a high type of quality of improvement in said property and for the orderly development and efficient maintenance thereof.

2. **Property covered:** Part of the South 1/2 of Section 19, T12W-R12W, City of Newaygo and part of the North 1/2 of Section 30, T12W-R12W, City of Newaygo, Newaygo County, Michigan, Described as Beginning at the southeast corner common to Section 19 & 30; Thence N89°-32'-55"E, 659.99 feet along the section line common to said Sections 19 & 30; Thence S00°-18'-28"E, 655.99 feet parallel with the N & S 1/4 line of Section 30; Thence S89°-30'-10"W, 660.78 feet; Thence S0°-14'-22"E, 766.30 feet along the N & S 1/4 line; Thence S89°-52'-53"W, 475.61 feet along the north row line of State highway M-82; Thence S89°-48'-45"W, 1513.46 feet along the North line of the recorded plat of "Edgewood"; Thence N45°-36'-45"E, 3991.96 feet; Thence N88°-07'-31"E, 438.44 feet along the South 1/8th line of Section 19; Thence S0°-26'-09"E, 659.25 feet along the East 1/8th line of Section 19; Thence S89°-20'-23"W, 1007.92 feet; Thence S45°-36'-45"W, 426.99 feet; Thence S0°-21'-42"W, 359.40 feet along the N & S 1/4 line of Section 19 to the Point of Beginning, containing 66.23 Acres and subject to the use of the Easterly 33.0 feet thereof as Division Street.

3. **Plan and Site Approval:**
   A. No construction of any kind shall be commenced upon any of the lots or parcels of land included within the property covered by these restrictions until a site plan has been submitted to Grantor showing the location, grades, set backs (front, side and rear) outline of any and all buildings and structures, including fences, walls and screens and these plans have been approved in writing by Grantor. Further, no construction of any kind shall be commenced until plans and specifications of all buildings have been submitted to and approved in writing by the Grantor. Grantor shall have the right to refuse to approve any such plans or specifications, grading plans, material or color scheme that is not suitable or desirable in their opinion for aesthetic or other reasons. Other approval and/or permits as required by State and/or Local Agencies are not the responsibility of the Grantor.
B. In passing upon such plans, specifications or grading, Grantor shall have the right to take into consideration the suitability of the proposed building or other structure to be built on the site upon which it proposed to erect the same and the harmony as planned in view of the outlook from the adjacent or neighboring properties.

C. In reviewing said plans, specifications, grading plans and site plans, Grantor shall, among other things, determine that said plans and specifications meet the minimum express requirements of these restrictions and in addition, shall approve or disapprove the proposed location of parking lot, loading and unloading facilities, proposed areas for the storage of materials, location of driveways, and other means of access and landscaping plans in order that said subdivision shall develop in conformity and harmony with other existing structures and uses in the subdivision and that ultimately the subdivision will develop into an efficient and attractive industrial park. If a disagreement on the question of suitability and harmony shall arise, the decision of the Grantor shall be final.

D. In the event that Grantor has failed to approve or disapprove said plans and specifications within sixty (60) days after they have been submitted, the approval of the Grantor shall not be required; provided, however, that lack of approval by the Grantor shall not waive any express restrictions contained herein.

E. Grantors, their successors or assigns, shall not be liable in damages to any person submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or specifications.

4. Uses permitted:
   A. It is understood that the property covered herein is to be developed for industrial use and may, upon written approval of the Grantor of specific parcels, be used for commercial business, office or retail use. No building for such use or uses shall be constructed and/or sold without approval in writing by grantor.

   B. No noxious or offensive trade or activity shall be carried on, nor shall anything be done on property located in the subdivision which may be or become an annoyance or nuisance to the said area hereby restricted by reason of noxious, offensive, unhealthy and harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in a light industrial area. All activities must meet or exceed Federal, State or other governmental standards.

   C. The following specific uses shall not be permitted:
      (1) Asphalt or tar manufacturing or refining,
      (2) Manufacture of gas, coke, or coal tar products,
      (3) Slaughtering of animal for the reduction or recovering of products from dead animal or animal offal or garbage,
      (4) Blast Furnaces,
      (5) Petroleum refining or other similar factories or uses,
      (6) Auto wrecking, salvage yards, junk yards, storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk except as provided in paragraph 10-B hereof.
(7) Central mixing plant for asphalt, mortar, plaster or concrete, except as may be required in connection with paving of roads or other construction within the subdivision.

(8) Heavy stamping plant or foundry, unless designed to the satisfaction of and approved in writing by the Grantor.

D. All manufacturing operations shall be carried on within fully enclosed buildings and no outside activities shall be carried on except the parking of motor vehicles, the loading or unloading of motor vehicles, and the storage of materials within the restrictions provided for herein, without the approval of the Grantor.

5. Building Construction: All buildings shall have exterior facing of Architectural approved materials such as: face brick, concrete block, architectural concrete, steel or aluminum factory finished panels, and glass. All exterior treatment must be approved by the Grantor. All sides of any buildings facing upon a public street or a public highway must be treated with finished materials. Finished materials are defined as face brick, glass, ornamental stone or other decorative material and shall not include concrete or cinder block, unless such blocks are designed or arranged with appointments finished and specifically approved in writing by Grantor. Metal or preengineered buildings shall be finished and approved as stated above. In the event of dispute as to whether or not a particular material qualifies as "finished material" the decision of the Grantor shall be final. All exposed concrete block or metal must be painted or varnished within sixty (60) days from the date of occupancy except those materials not normally painted or those materials which have been prefinished. All buildings shall be constructed in accordance with applicable codes and ordinances of local governmental bodies but shall in addition be constructed with high quality materials and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures. No structure, covering garage, barn or other outbuilding of a temporary nature shall be situated, erected or maintained on any parcel of the subject property, but this shall not apply to construction building or storage facilities used in the course of construction of any permanent building.

6. Building setbacks and green belt:
   A. No building shall be located nearer to any front street right-of-way line than fifty (50) feet therefrom, provided, however, that this setback may be reduced to not less than thirty-five (35) feet by the Grantor. This setback shall be primarily maintained as a greenbelt. If a disagreement arises as to the definition of "front street" the decision of the Grantor shall prevail. No uses shall be made of said property except for driveways, walks, or other means of access to the interior of the property and for a minimum amount of parking for visitors. The amount of such parking and its location and the location and specifications for driveways, walks, or other permitted improvement must be approved by the Grantor prior to commencement of construction. The front yard setback can be used for public utility purposes which shall be placed underground. However, parking shall be allowed on side street setbacks provided it is approved in writing by the Grantor and provided that a greenbelt shall be maintained between the right-of-way and the parking surface. The width of such greenbelt shall be set by the Grantor on the site plan approvals.
B. No building shall be located nearer to any side street right-of-way line than twenty-five (25) feet therefrom; provided, however, that this setback requirement may be reduced to not less than fifteen (15) feet by written approval of Grantor.

C. The portion of the described setback not occupied by permitted improvements constructed in accordance with plans approved by the Grantor, must be landscaped with lawn, shrubbery, trees, bushes, vines or suitable plants, detailed plans of which must be approved by the Grantor. All owners, lessees, tenants or users of any parcel in this subdivision must preserve such existing vegetation as is practical and suitable, and incorporate same into the landscape design. All landscaping shall be maintained in a condition so as to present a pleasing appearance.

D. No building shall be constructed nearer than ten (10) feet from any side or rear property line. The area within side and rear setbacks may, however, be used for loading and unloading or the parking of motor vehicles and for open storage if approved in writing by Grantor.

7. Fence: No fence of any kind shall be constructed within the setback described in paragraph 6-A. Where fences are erected they shall be of the "Cyclone" or other metal type and shall not be higher than eight (8) feet unless approved in writing by the Grantor. Fences shall not be of the obscuring "wall" type unless required by these restrictions or unless specifically approved by the Grantor.

In the case of open storage, the Grantor is hereby granted the power to require an obscuring type fence to shield any open storage. The type of material for such fence shall be set by the Grantor.

8. Signs:
A. The number, location, size, construction and lighting of all signs whether temporary or permanent, to be erected upon any lot or parcel within the area covered by the restrictions must have, prior to erection, written approval of the Grantor. No billboards or other advertising signs other than those identifying the names, business and products of the person or persons occupying the premises shall be permitted without the specific written approval of the Grantor. Entrance and/or direction signs shall be installed with Grantor approval only.

B. The Grantor reserves the right to standardize all signs to be erected within the area covered by these restrictions by an contractor or subcontractor and/or to indicate the name of the propose occupant of a building under construction and/or to indicate a building which is for sale, rent or lease. The Grantor shall have the right to specify the size, shape, color and design of all such signs and to limit the information appearing on such signs. The Grantor has the right to remove signs, which in his opinion are in poor repair, from lots owned by others than the Grantor.
9. Parking areas and loading zones:
   A. Each owner must provide adequate off street parking facilities so as
to eliminate any necessity for the parking of vehicles upon the public
streets within this subdivision. No parking shall be permitted within the set-
back provided in paragraph 6-A, except visitor parking or as approved in writing
by the Grantor. Grantor has authority to consider topography and other hard-
ships in limiting or granting front yard parking.

   B. Location and adequacy of all parking areas shall be determined and
approved by Grantor in connection with its review of the site plans. The Grantor
shall take into consideration the intended use of the premises, and their suit-
ability for other uses in determining the adequacy of the propose parking
arrangements. In general, each premises shall provide off street parking for
its employees (at least one space for every two employees in the largest expected
working shift) and adequate parking for visitors.

   C. Loading and unloading areas shall be afforded and designed in such a
manner as to permit the pickup and delivery of materials from the site by motor
vehicles consisting of normal tractor and semi-trailer types without the necessity
of any maneuvering being done on public streets. No loading or unloading docks
shall face any public street without the express approval of the Grantor. A
suitable screening or obscuring wall shall be provided so that said operations are
not readily visible from the public thoroughfare if require by the Grantor.

   D. All driveways, walks, parking areas and loading areas shall be paved
with concrete, asphalt or other hard surface materials unless otherwise approved
by Grantor.

10. Outdoor Storage:
   A. Outdoor storage of equipment, raw materials, semi-finished or
finished products may be permitted by the Grantor under such conditions as it
shall deem necessary to prevent nuisance or other adverse conditions, only when
such outdoor storage is necessary and incidental to the operations being carried
on in the building located upon the site. No storage shall be permitted on the
setback required by Paragraph 6-A and all storage shall be shielded by fence or
landscaping so as to effectively screen the view of such storage area from public
streets and adjoining properties.

   B. No waste materials, rubbish, or discarded matter of any kind shall
be permitted to be stored in open areas except in containers approved by the
Grantor, and beyond a time reasonably required to arrange for removal.

11. Maintenance of Property - maintenance fee:
   A. All owners of property in this subdivision shall maintain all
buildings, landscaping, fences, drives, parking lots, or other structures located
upon said property in good and sufficient repair and shall keep such premises
painted, lawns cut, shrubbery trimmed, windows glazed and otherwise maintain the
property in an aesthetically pleasing manner and in the condition approved by the
Grantor, reasonable wear and tear excepted.
B. Any structure, planting or driveway or parking lot service which is damaged by the elements, by vehicles or from fire or any other cause shall be repaired as promptly as the extent of the damage will permit.

C. Buildings within this subdivision which should happen to be vacant for any reason, shall be kept locked and the windows shall be glazed in order to prevent the entrance thereto by vandals.

D. In the event of the violation of any of the restrictions set forth in this paragraph, the Grantor or its successors of interest shall have the right to go upon the property to eliminate nuisance conditions, to mow lawns or trim shrubbery or to remove signs or do anything necessary to maintain the aesthetic standards of the subdivision for the benefit of other property owners and the cost of any such work shall be a lien upon the property involved which lien shall be enforceable in the manner provided by law.

12. Easements:
A. Easements and rights-of-way are hereby reserved by the Grantor in and over a strip of land ten feet in width along all rear, front and side lot lines, wherever it may deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by the Grantor. The use of all or a part of such easements and right-of-way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such service or such easements may be released by the Grantor to the property owner involved should Grantor determine the easement is necessary.

B. No public or private road shall be constructed or allowed to exist from the properties covered hereby to properties adjacent to industrial park property. No owner of any parcel shall have the right to dedicate or grant to any public body any easement or road-way from this property to any area outside the boundaries of the industrial park without such specific written approval.

13. Grantor may not at any time assign all or part of its rights and responsibilities hereunder to an association, incorporated or unincorporated, of the lot owners of said subdivision.

14. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Grantor and their successors and assigns and upon each of them and all parties claiming under them until January 1, 1990, and shall automatically be continued therefor for successive periods of ten (10) years each. From and after January 1, 1990 the owners of seventy-five (75) per cent of the property subjected to this restrictive covenant, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Register of Deeds, Newaygo County, Michigan. Any change in restrictions shall not operate to prohibit any use therefore carried on lawfully and in accordance with these restrictions with respect to any party not joining in the execution of said amendment.
15. It is specifically provided, and the acceptance by any person of title to any of the lots included within the subdivision shall constitute the agreement of such person, that in the event of disagreement as to the precise meaning of any term contained herein that the interpretation of the Grantor, or its successor in interest shall be final. It is specifically provided and agreed that the usual rule requiring written documents to be construed against the party preparing such documents shall not apply to the restrictions.

16. The covenants set forth herein shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building site, its successors and assigns and with each of them to conform to and observe said restrictions as to the use of building sites and the use and construction of improvements thereon. Grantor or the owner or owners of any of the above land shall have the right to sue for the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Grantor and the owner of any other lot or lots or building site restricted hereby to enforce any of the restrictions set forth at the time of this violation shall in no event be deemed to be a waiver of the right so to do as to any subsequent violation.
CITY OF NEWAYGO

RESOLUTION 14-05

Council Member Walerczyk, supported by Council Member Palmiter, moved to adopt the following resolution:

RESOLUTION ESTABLISHING WATER AND SEWER CHARGES:

WHEREAS, the City Council adopted Ordinance 01-01 on August 13, 2001 approving and adopting a new code of ordinances for the City of Newaygo, which Section 78-206 allows for the City to establish water and sewer rates and charges; and

WHEREAS, the City has reviewed the policies and procedures for charging and collecting water and sewer fees and determined that changes are needed; and

WHEREAS, the City Council has established the following water and sewer system user classes:
Class 1: Users of water or sewer system located within the corporate limits of the City of Newaygo.
Class 2: Users connected to the City of Newaygo Water Source Transmission Main located outside the corporate limits of the City of Newaygo.
Class 3: Users of water or sewer system connected to extension mains outside the corporate limits of the City of Newaygo.; and

NOW, THEREFORE LET IT BE RESOLVED, the Newaygo City Council hereby approves the following revisions to Sewer and Water Service Charges effective July 1, 2014.

Account Responsibility: All accounts are the responsibility of the property owner/landlord and are to be billed to and paid by the same. No accounts will be billed to or paid by a tenant of the property.

Monthly Readiness-To-Serve Charge:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Class 1 and 2</th>
<th>Class 3</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Water</td>
<td>Sewer</td>
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<tr>
<td>¾&quot; x 5/8&quot;</td>
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<td>$32.16</td>
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Monthly Charge Effective July 1, 2015

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<th>Meter Size</th>
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<td>Sewer</td>
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<tr>
<td>¾&quot; x 5/8&quot;</td>
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<td>$17.22</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$35.39</td>
<td>$28.76</td>
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</table>
Starting July 1, 2016 and each July 1 thereafter until July 1, 2026, the current water readiness-to-serve charges shall increase by 1.5% on a cumulative basis and the current sewer readiness-to-serve charges shall increase by 2% on a cumulative basis.

Additional apartments, manufactured housing, trailer pads, or any other multiple residential units on a master meter shall pay a monthly readiness-to-serve charge for the master meter plus 0.75 times the ¾” x 5/8” monthly meter charge per each additional unit.

Additional Commercial, Industrial, Institutional, or Governmental units on a master meter shall pay a monthly readiness-to-serve charge for the master meter plus 1.0 times the ¾” x 5/8” monthly meter charge per each additional unit.

A flat rate for non-metered residential customers is $36.74 per month for water and $35.67 per month for sewer (based on 5,000 gallons per month usage) for Class 1 and 2. For Class 3, a flat rate for non-metered residential customers is $65.52 per month for water and $92.67 per month for sewer (based on 5,000 gallons per month usage).

A meter installed strictly for sprinkling will not be charged the sewer readiness-to-serve charge. All properties connected to the City’s water and/or sewer system shall pay a readiness-to-serve charge even if service to the property has been shut-off, whether voluntary or due to lack of payment. Readiness-to-serve charges shall be paid on vacant structures, whether temporary or indefinite, unless property/structure has been condemned by the City of Newaygo or a County, State, or Federal governmental department that has authority to do so according to law.

**Commodity Charges:**

Each meter shall be billed for water and sewer usage at the following rates for every 1,000 gallons used:

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Water Rate</th>
<th>Sewer Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1/2”</td>
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<th>Water Rate</th>
<th>Sewer Rate</th>
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</tr>
<tr>
<td>6”</td>
<td>$675.44</td>
<td>$573.23</td>
</tr>
</tbody>
</table>

Starting July 1, 2016 and each July 1 thereafter until July 1, 2026, the current water commodity charges shall increase by 1.5% and sewer commodity charges by 2% on a cumulative basis.

For the purpose of computing the sewer commodity charge for single family residential units, the average monthly water consumption for **January, February and March** will be calculated and used as the average monthly sewer usage for the ensuing year. Residents who leave their homes for thirty (30) days or more during the months listed above will be billed on actual consumption used throughout the year in the same manner as non-single family residential units. A meter installed strictly for sprinkling will not be charged the sewer commodity fee.
Fire Hydrant Fees:

Each user, public or private, who either owns or is responsible for the maintenance and repair of a fire hydrant connected directly or indirectly to the Water System shall pay annually, in January of each year, a fee of $125.00 for each such hydrant.

Fire Protection Charge:

Each User who has a sprinkler or other fire protection-suppression system connected to the Water System shall pay an annual charge, in January of each year, based on the size of the fire protection connection pipe as follows:

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>6” or less</td>
<td>$120.00</td>
</tr>
<tr>
<td>8”</td>
<td>$192.00</td>
</tr>
<tr>
<td>10”</td>
<td>$288.00</td>
</tr>
<tr>
<td>12”</td>
<td>$432.00</td>
</tr>
</tbody>
</table>

Water Shut-Off and Turn-On Fees:

User Requested Turn On/Off $10.00 Each
(Mon-Fri, 7:30 A.M. to 2:30 P.M.)

User Requested Turn On/Off $80.00 Each
(Holidays, Weekends, and after 2:30 P.M, Mon-Fri)

Penalties and Non-Payment Charges:

Late Payment Service Charge: $3.00
Late Payment Penalty Charge: $30.00

Handling of Past Due Utility Bills:

The current and past due balances for water and sewer service along with any late payment service and penalty charges shall be paid prior to the water service being restored by the City.

Connection Fees:

Water Service Connection Fees (Main to Corporation stop and curb shut-off box)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Connection Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1” or less</td>
<td>$700</td>
</tr>
<tr>
<td>1 1/2”</td>
<td>$1,400</td>
</tr>
<tr>
<td>2”</td>
<td>$2,100</td>
</tr>
<tr>
<td>3”</td>
<td>$5,100</td>
</tr>
<tr>
<td>4”</td>
<td>$9,200</td>
</tr>
<tr>
<td>6” and over</td>
<td>$20,500</td>
</tr>
</tbody>
</table>

Additional apartments, manufactured housing, trailer pads, or any other multiple residential units on a master meter shall pay a water service connection fee for the master meter plus 0.75 times the 1” or less meter charge for each additional unit.
Additional Commercial, Industrial, Institutional, or Government units on a master meter shall pay a water service connection fee for the master meter plus 1.0 times the 1” or less meter charge for each additional unit.

Sewer Service Connection Fees (Sanitary sewer lateral from main to property line):

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Connection Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>$800</td>
</tr>
<tr>
<td>1 1/2”</td>
<td>$1,600</td>
</tr>
<tr>
<td>2”</td>
<td>$2,400</td>
</tr>
<tr>
<td>3”</td>
<td>$5,900</td>
</tr>
<tr>
<td>4”</td>
<td>$10,700</td>
</tr>
<tr>
<td>6” and over</td>
<td>$23,800</td>
</tr>
</tbody>
</table>

Additional apartments, manufactured housing, trailer pads, or any other multiple residential units on a master meter shall pay a sewer service connection fee for the master meter plus 0.75 times the 1” or less meter charge for each additional unit.

Additional Commercial, Industrial, Institutional, or Government units on a master meter shall pay a sewer service connection fee for the master meter plus 1.0 times the 1” or less meter charge for each additional unit.

Local Water Distribution Charges:

Residential User:

<table>
<thead>
<tr>
<th>For Mains Constructed</th>
<th>Charges Per Lineal Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 01/01/75</td>
<td>$12.82</td>
</tr>
<tr>
<td>01/01/75 through 12/31/86</td>
<td>$21.30</td>
</tr>
<tr>
<td>01/01/87 and thereafter</td>
<td>$29.33</td>
</tr>
</tbody>
</table>

Commercial, Governmental, or Industrial User:

The same as Residential User if the connection is made to a line 8” or less in diameter. If the connection is made to a line greater than 8” in diameter:

<table>
<thead>
<tr>
<th>For Mains Constructed</th>
<th>Charges Per Lineal Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 01/01/75</td>
<td>$13.86</td>
</tr>
<tr>
<td>01/01/75 through 12/31/86</td>
<td>$23.03</td>
</tr>
<tr>
<td>01/01/87 and thereafter</td>
<td>$31.71</td>
</tr>
</tbody>
</table>

Local Sewer Collector Charge:

Residential User:

<table>
<thead>
<tr>
<th>For Mains Constructed</th>
<th>Charges Per Lineal Foot</th>
</tr>
</thead>
</table>

Page 4 of 5
Prior to 01/01/75 | $20.12
01/01/75 through 12/31/86 | $33.41
01/01/87 and thereafter | $46.02

**Commercial, Governmental or Industrial User:**

The same as Residential User if the connection is made to a line 8” or less in diameter. If a connection is made to a line greater than 8” in diameter:

<table>
<thead>
<tr>
<th>For Lines Constructed</th>
<th>Charges Per Lineal Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 01/01/75</td>
<td>$21.53</td>
</tr>
<tr>
<td>01/01/75 through 12/31/86</td>
<td>$35.77</td>
</tr>
<tr>
<td>01/01/87 and thereafter</td>
<td>$49.26</td>
</tr>
</tbody>
</table>

Yeas: 6 Nays: 0 Abstain: 0 Absent: 1

Resolution adopted by Newaygo City Council at a regular meeting on April 14, 2014.