

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

February 14, 2023

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING
6:00 P.M.
AGENDA

1. Call to Order
2. Remote Location Identification (for remote attendance when permitted by statute)

WORK SESSION ITEMS

3. Update on Post Office Reorganization – Kevin Trayer
4. Discussion on Purchasing Policy Amendment
5. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

6. Pledge of Allegiance
7. Township Mission/Vision/Core Values
8. Public Comment on Non-Regular Session Items
9. Consent Agenda
 - a. Minutes of Regular Meeting January 24th, 2023
 - b. Board Appointments (SoDA, CCTA)
 - c. Household Hazardous Waste Agreement with County
 - d. Video Camera Security System
 - e. Fire Security Systems – Fire Stations Two & Three
 - f. Pest Control
 - g. Job Description – General Maintenance Amendment
 - h. Election Pay
 - i. Budget Amendments
 - j. Update - Health Insurance Premium Rate Correction
 - k. Street Lighting – Beech Street
 - l. Nonmotorized Retaining Wall – Drake Road
 - m. Handbook Amendment – Cell Phone
 - n. 24 Hour Firefighter Pension on Statutory Hours Correction
10. Request to Enter into Closed Session to Discuss Written Opinion of Counsel
11. Consideration of Atlantic Avenue Property Purchase with DDA
12. Consideration of Support for Consumers Energy Grant to Benefit Battery Infrastructure in Oshtemo – Parkview & Drake Road Station
13. Public Comment
14. Board Member Comments
15. Adjournment

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

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

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

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

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

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

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

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

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8 a.m.-1 p.m. and 2-5 p.m., and on Friday, 8 a.m.–1 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

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

Township Department Information			
<u>Assessor:</u>			
Kristine Biddle	216-5225		assessor@oshtemo.org
<u>Fire Chief:</u>			
Greg McComb	375-0487		gmccomb@oshtemo.org
<u>Ordinance Enforcement:</u>			
Rick Suwarsky	216-5227		rsuwarsky@oshtemo.org
<u>Parks Director:</u>			
Karen High	216-5233		khigh@oshtemo.org
Rental Info	216-5224		oshtemo@oshtemo.org
<u>Planning Director:</u>			
Iris Lubbert	216-5223		ilubbert@oshtemo.org
<u>Public Works Director:</u>			
Anna Horner	216-5228		ahorner@oshtemo.org

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this Meeting ID: **886 2537 5277**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **886 2537 5277#**

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



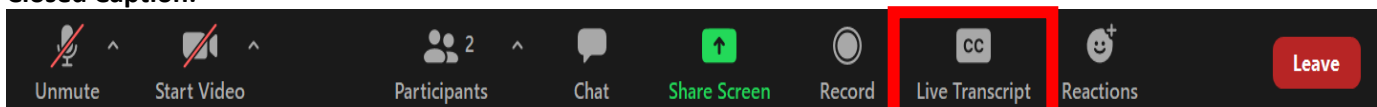
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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

OSHTEMO CHARTER TOWNSHIP

PURCHASING POLICY

Revised: 2/14/2023 (Proposed)

General Purpose:

The purpose of this purchasing policy is to ensure the efficient procurement of appropriate goods and services for use in the normal and routine operation of the Charter Township of Oshtemo. This policy ensures the accountability, transparency, and ethical behavior of Township purchasing representatives, yet supports an efficient process.

Summary Statement of Policy:

The policy is designed to serve as a guide for all purchases by Township employees and elected officials on behalf of Oshtemo Township.

Actual Policy as Written:

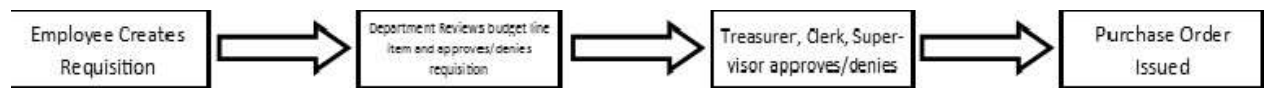
The Township Board of Trustees has the fiduciary oversight, and the Supervisor is the purchasing agent, for all purchases. Department Heads and assigned employees shall be responsible for purchasing goods and services for their departments/area, such as for certain standard supplies and services. All purchases must be budgeted for, and properly documented, in accordance with this policy. Other than those specifically listed, this policy does not afford anyone the ability to make purchases in excess of what has been budgeted for their specific department budget. Purchasers shall not consider appropriations contained in the budget as a mandate to expend funds, nor does the budget constitute authorization to commit the Township to purchases, as such authorization originates from the provisions in this policy. This purchasing policy is based on dollar thresholds. The practice of separating the work of vendors into separate invoices to circumvent the policy is prohibited. The intention of this policy is to give Department Heads latitude to keep operations moving and for Department Heads to keep the Supervisor apprised of operations and purchases.

Purchases should be awarded to the lowest responsible bidder. Consideration shall be given to: quality of goods/services; conformity with specifications; suitability to the requirements of the township; delivery of goods; and past performance of vendor. The Township shall attempt to purchase the highest quality goods and services in the best interest of the Township. In this process, the Township shall serve as an equal opportunity purchaser, favoring local vendors only when all other factors are equal.

Department Heads shall conduct monthly review of funds assigned to them and are responsible for reporting any variance to the Supervisor or his or her designee. Designees of any Official will be reported to the Township Board during the annual budget process.

Non-Discrimination Requirements:

In accordance with the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act) and the Oshtemo Charter Township Non-Discrimination Ordinance No. 549 adopted August 27, 2013, to the greatest extent possible, the Township will do business with vendors of goods and services which “do not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status, citizenship, gender identity, sexual orientation, genetic information, or because of a physical or mental disability/handicap that is unrelated to the person's ability to perform the duties of a particular job or position. Any vendor found to not comply with these requirements shall be ineligible to do business with the Township.



Authorization to Purchase:

Purchasers are authorized and required to make purchases of goods or services through the formal requisition process using the purchase order program. Employees must get the following requisition authorization depending on the type of purchase they are requesting. Note: Supervisor, Treasurer or Clerk may determine any particular item can be presented for information to the Township Board. Department Heads will review budget monthly and submit reports and request amendments (using electronic Budget Amendment Form – T Drive) to the Township Supervisor. Corrections will be submitted to the Township Clerk (using electronic Journal Correction Form – T Drive). The Supervisor, Clerk, and Treasurer will review the budget quarterly to verify purchases are being made in accordance with purchasing policy and annual budget.

- 1) *Purchases that have been budgeted for in the annual budget \$10,000 or less:* Purchaser initiates requisition using purchase order program, and Township Officials (or their designee) and Department Heads shall monitor sum of purchases for adherence to annual budget. The Township Supervisor, Treasurer, or Clerk must then review and approve the requisition for their respective offices.

- 2) *Purchases that have been budgeted for in the annual budget for capital items >\$10,000:* Capital purchases that have been budgeted for in the annual budget, including but not limited to large capital items such as vehicle purchases, road construction, water construction, and sewer construction, shall not require further Township Board approval up to \$50,000. These capital items will be detailed to the Township Board during the annual budget meeting process. These items will be included in the annual budget in the blue detail line items within each General Ledger category. Department Heads will provide a written update on the consent agenda or presentation at the meeting will be provided to the Board on the purchasing process used and the selected vendor or contractor.

- 3) *Purchases that have been budgeted for in the annual budget, less than or equal to \$2,000:* Purchaser must first receive authorization from their Department Head or Supervisor, Clerk or Treasurer for their respective offices. Department Head or Township Official shall identify source of funds from the annual budget. Upon authorization, purchaser shall make requisition request using the purchase order program. The Township Board will be informed via receipts and disbursements reports.
- 4) *Purchases that have not been budgeted for in the annual budget, less than or equal to \$2,000:* Purchaser must first receive authorization from their Department Head or Supervisor, Clerk or Treasurer for their respective offices. Department Head or Township Official shall identify source of funds from the annual budget. ~~Upon authorization,~~ PPurchaser shall make requisition request using the purchase order program. The Township Board will be informed via receipts and disbursements reports, and the Board will make budget amendments for all such purchases no less than quarterly.
- 5) *Purchases that have not been detailed in the annual budget greater than \$2,000, or purchases that end up costing more than the detailed amount in the annual budget:* Purchaser must first receive recommendation from their Department Head and the Township Supervisor. The Township Board must then both approve the requisition and amend the annual budget. Purchaser then creates requisition in the purchase order program.

Using the above guidelines, a purchase order must be generated before the purchase is made.

There are three means by which the Township selects a service provider or material product. These are: a) sealed bids, b) informal quotes, and c) sole source purchasing. Refer to detail on each, below. It is the practice of Oshtemo Township to provide vendors with fair and equal opportunities to compete for work. Summaries shall state method used. Department Heads will review the method of procurement for vendor or service providers with the Township Supervisor. Employees will adhere to the Township Gratuity Policy in the employee handbook regarding gifts from vendors.

Selecting Vendors/Service Providers:

A. Sealed Bid Procedure:

Sealed bids may be obtained using a request for proposal (RFP), a set of detailed specifications, or contract documents (plans and specifications). Publication or communication of proper notice of the need for bids shall be arranged for in the manner which will bring the information to the attention of appropriate professionals, contractors, or vendors. A minimum of three bids are recommended for all purchases over \$10,000. Employees may choose to seek multiple bids for purchases less than or equal to \$10,000 as well. The Township may choose to forego the bidding procedure due to circumstances that would result in a savings to the Township and if the quality of services provided will not be diminished due to the lack of bidding.

All bids received by the Township will be time/date stamped when received. All bids must be sealed when received; unsealed bids will not be accepted. Bids will be opened by the Township

Supervisor or personnel appointed by the Supervisor at the place and time described in the bid advertisement and shall be open to the public. Once the bid opening process is complete, staff will prepare a written purchase recommendation. If approved, staff will inform the winning bidder. The Township reserves the right to reject any and all bids and is not required to accept the lowest bid. In general, the Township works in accordance with the Qualifications-Based Selection (QBS)*.

(*From online: “Qualifications-Based Selection (QBS) is a procurement process established by the United States Congress as a part of the Brooks Act[1] (Public Law 92-582; see also 40 USC 1101 et. seq.)[2] and further developed as a process for public agencies to use for the selection of architectural and engineering services for public construction projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and consultant fee.” Additional information on QBS in Michigan is available at www.qbs-mi.org).

B. Quoting Procedure:

Quotes may be obtained by means of discussion and/or written outline scope of services request. A minimum of three quotes from professionals, contractors, or vendors is recommended for substantive purchases. The Township may choose to forego the quoting procedure due to circumstances that would result in a savings to the Township and if the quality of services provided will not be diminished due to the lack of quoting.

All quotes received by the Supervisor’s Office or designee will be time/date stamped when received. Quotes do not need to be sealed. Quotes may be opened at the time they are received. The approving party must approve or deny all purchases that have been quoted according to purchasing standards previously stated. The Township reserves the right to reject any and all quotes and is not required to accept the lowest quote. In general, the Township works in accordance with the quality based selection on all quotes.

C. Sole Source Purchasing:

In recognition that certain products and services are clearly superior and/or compatible with township operations, the approving party may determine that a specific product or vendor be the sole source of purchasing for the Township. In doing so, the items will be purchased without a formal bidding process. Examples of sole source purchasing include engineering, information technology, insurances, and auditing services.

Purchaser will periodically evaluate composite billings and compare sole source vendor with other vendors, for comparison of pricing and quality, and provide summary of review and decision. Suggested review period is every three years.

Methods of Payment

Petty Cash:

Miscellaneous purchases under \$25 may be made using the petty cash fund in accordance with this policy. Petty cash is maintained by the Treasurer. Receipts must be submitted to the Treasurer for reimbursement. The Treasurer shall keep petty cash in his/her office and may designate additional areas in which petty cash may kept; e.g., in the Fire Department.

The Treasurer will review petty cash disbursements prior to replenishing the fund. Records of petty cash distribution will be kept in the Treasurer's office and are available at all times for review.

Checks:

Checks are the standard form of payment from the Township. A check will be issued through the purchase order process, unless another form of payment is requested.

Credit Cards (for employee use):

Township credit cards may be used to make purchases from vendors where credit terms are not available (such as travel), as well as for one time non routine items. Treasurer manages credit card availability to employees. **Please see the Township's Credit Card Policy.** Purchaser must submit detailed receipt to Clerk's office.

Purchases made on credit cards are subject to transaction and credit limits established for each individual card by the Treasurer.

Contracts:

In general, all contracts are approved through the Township Supervisor who by law is the purchasing agent for the Township. The Supervisor signs the contracts and may do so if signature aligns with purchasing policy herein (budget) and state law. The Treasurer and Clerk co-sign the payments.

Education and Training:

The employee's Department Head shall approve all requests for continuing education, conferences, and external training, prior to registration. Department Head shall approve based on annual budgeted education/training line item and shall not exceed the annual appropriated amount without budget amendment per previous guidelines.

Cooperative Government Contracts:

Should the Township be able to secure quality products at favorable prices by joining with other local units of government, or participating in a State of Michigan or federal government purchasing program, the Township Supervisor may waive the formal bidding process.

Emergency Purchases:

Emergency purchases can be authorized only when health, safety, and/or welfare of Township residents or their property are endangered through unexpected circumstances, when normal operations of the Township would be severely hampered by a long delay, or when Township property or employees are endangered through unexpected circumstances. Normal purchasing procedures outlined in this policy may be suspended when such circumstances exist. In the case of an emergency situation, the Township Supervisor, Treasurer, Clerk, Fire Chief, or Maintenance Director can authorize the immediate purchase of any materials, supplies, equipment, or services

needed to resolve the emergency situation. The Supervisor will report all emergency purchases to the Township Board at its next scheduled meeting.

Change Orders (Within Annual Budget Detail):

Staff & Supervisor are expected to document all change orders through the purchase order program in excess of 10% of the original contracted price. Approval is subject to Supervisor review and approval and availability of funds.

Change Orders: (Outside Annual Budget Detail):

Supervisor or Staff will include up to an additional 10% of contract or specified lump sum amount in all project budgets for capital projects when submitting request to Township Board to award contract. Request will identify source of payment funds. As with any other budget approval, Board approval shall be subject to monies availability in either annual budget or in Township reserves. Subsequently, Supervisor can approve change orders within the additional approved budget amount. Supervisor shall work in consultation with consultants and/or Staff to make determination.

Tax Exempt Status:

Section 4 of the General Sales Tax Act, MCL 205.54(5); MSA 7.524(5) and Michigan Sales and Use Tax Rule, 1979 AC, R205.79, provide that sales to the United States Government, the State of Michigan and their political subdivisions, departments and institutions are not taxable when ordered and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. Statement is available upon request from the Clerk's office.

Forms:

Every Township vendor is required to complete an IRS W-9 form or have this form on record prior to the release of payment for goods and services.

Documentation:

When a purchase order is requested all supporting documentation should be attached to the requisition within the purchase order program (bids, board resolution, etc.). Once a purchase order requisition is approved, all invoices for goods and services will be attached in the accounts payable program.

This policy will be in effect upon adoption by the Township Board and will remain in effect until rescinded by the Township Board. Revisions or amendments must be approved by the Township Board, and must be recorded in writing and maintained with this original policy by the Township Clerk. This policy, and all subsequent amendments, will be provided by the Clerk to all Township Board members, Department Heads, and employees.

A motion was made by, seconded by, to adopt the restatement of the Purchasing Policy.

Upon the call for a vote, the following voted "Aye":


Ford, Bell, Cole, Bradford, Farmer, Buszka, Heiny-Cogswell

The following voted "Nay": None

The following "Abstained": None

The following were Absent: None

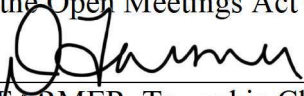
The Supervisor declared that the motion has been adopted.



DUSTY FARMER, Clerk
Oshtemo Charter Township

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on November 13, 2018, at which meeting all members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.



DUSTY FARMER, Township Clerk

Memorandum

Date: 8 February 2023
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Purchasing Policy Update - Draft



Objective

Board discussion to streamline purchasing policy and therefore create more efficient procedure.

Proposed Motion: Township Board approval of 2023 amendments to the Purchasing Policy.

Background

Discussion with Department Heads for the organizational review is yielding constructive information. The overall information will be discussed with the Board in coming meetings after the internal discussions are completed. The issue of Department Head ability to approve some level of purchases arose during the recent discussions. In the interest of efficiency and respect for staff and elected official's time, it is worthwhile for the Board to go ahead and discuss this prospect.

Earlier versions of the purchasing policy granted department heads authority to purchase items up to \$2,000, for items that are included either specifically or as part of a lump sum within the Board approved budget. The current policy does not permit this. department head exercise of judgement.

As just one example today, Fire Chief and I traded a few emails today and I had about 20 software procedural 'clicks' to edit a request, and to approve the purchase of a \$137 pair of fire gloves. Not efficient use of my or the Chief's time. The recommendation of the Supervisor is to allow Oshtemo's Department Heads and the Supervisor to increase operational efficiency through granting Department Heads the latitude to exercise their professional judgement for purchases within the budget up to \$2,000.

Board can also discuss and consider authorizing Department Heads authority to approve purchase of items up to \$2,000 that are not within the budget, but following the protocol of identifying the source of the funds and entering the request in the budget amendment spreadsheet, which in turn goes to the Board at least quarterly.

Information Provided

Purchasing Policy 2023 (draft)

Mission:

To advance the quality of life of all residents through a commitment to responsible growth, and value-driven municipal services that promote the relationships among economic vitality, environmental stewardship, and social equity.

Vision:

A sustainable and innovative community built through a legacy of planned, responsible growth and rural preservation.

Core Values:

PUBLIC SERVICE

- Fair treatment to all people.
 - Each customer is welcomed and that their input is wanted.
 - Difficult questions are not marginalized.
- Allow residents to interact directly with the township staff and officials.
- Decisions are made based on the value to our Township and residents.

SUSTAINABILITY

- Meet the needs of the present without compromising future generations.
 - Consider the environment through practices that reduce impacts.
 - Value conscious decision making.
 - Committing to quality Fire and Police protection.

INNOVATION

- Providing the best value-conscious technology currently available.
- Leverage new technologies and ways of doing business to increase accessibility and improve services.

PROFESSIONALISM

- Hire staff with strong core competencies within their given profession.
- Commitment to continuous improvement to government operations.
- Dedicated to open communicate to improve productivity and effectiveness.

INTEGRITY

- Decisions are made logically through the collection of evidence, facts, and public input.
 - When promises are made, we follow through.
 - We do not obfuscate – we say what we mean and do what we say.
 - Transparent governmental practices are of the highest priority.

FISCAL STEWARDSHIP

- Ensure that taxpayer investments are spent wisely, effectively and efficiently.

OSHTEMO BOARDS (formal)

*Bold Font Indicates Proposed Changes. Others are Elected or Continuing

Effective February 15, 2023

TITLE	Members	Dates	Term/End Date
CCTA (Public Transit)	Dusty Farmer		
Corridor Improvement Authority (SoDA)	Kizzy Bradford (Resident of SoDA Area)	<i>June & December, noon</i>	12.31.2023
<i>5 to 9 members</i>	Joe Gesmundo, AVB (Developer)		12.31.2024
<i>Majority with ownership or bus int</i>	Dale Deleeuw (County Rep)	<i>(appointed by County per agreemnt)</i>	12.31.2024
<i>At least 1 resident (w/in 1/2 mile)</i>	Corey Ashley, Grp. Mktg. Cvcs., (Business Rep)		12.31.2025
<i>Four year term staggered terms</i>	Kelly Bringman, Nottingham Apts. (Mgr)		12.31.2025
	Dennis Patzer, At Large (School Admin)		12.31.2026
	Theresa Spurr, (Spurr Dental)		12.31.2026
	Cheri Jodoin	<i>Partial Term</i>	12.31.2023
	Libby Heiny-Cogswell (TB Liason)		
	Iris Lubbert (Staff)		

Memorandum

Date: 8thFebruary2023
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Household Hazardous Waste Program



Objective

Proposed Motion: Township Board authorization of County Household Hazardous Waste Program Agreement Amendment #2.

Background

Townships in the County have an option to provide household hazardous waste disposal to residents through participation in the Kalamazoo County Household Hazardous Waste Program.

The cost is significantly increasing this year. The County is also shifting administrative expenses to a 50-50 cost share over the next few years. Previously the administrative share was calculated around 8%.

This is a good service to residents. Some Townships set a fixed cap on the budget. Oshtemo has increased the budget to meet the volume expense for Oshtemo residents waste disposal. For 2023, there is \$8,000 remaining for waste disposal in the budget after the \$15k administrative fee is paid. The recommendation is to amend the budget by an additional \$7,000 to increase the total available disposal amount to \$15,000 as a goal to continue through year-end.

Information Provided

County Letter
County Household Hazardous Waste Program Amendment 2



KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

November 29, 2022

Dear HHW Center Contract Partner:

Please find attached the contract for services for the 2023 calendar year. When making allotments for 2023, please consider the following items as costs have significantly changed:

1. ERG Environmental Services is the contractor for chemical recycling/disposal. They have been a proven contractor for many years. Costs increased from \$0.64/pound to \$0.76/pound. In addition, several economic impacts to the industry including surges in fuel costs requires that a 6% Energy & Insurance Recovery (EIR) surcharge be assessed with the option to raise or lower the percentage during the contract period based on demonstrated economic factors that may be encountered. ERG will still supply cubic yard boxes, drums, labels and pallets at no cost.
2. Valley City is the contractor for recycling electronics. These fees are the same for 2023. Valley City will pay \$0.03 per pound for central processing units, laptops and notebooks. There is no charge for non-CRT televisions/monitors or printers. Valley City will supply cubic yard boxes and pallets at no cost and there are no driver or fuel fees.

Miscellaneous electronics (answering machines, CD players/CD's, copiers, electric typewriters, fax machines, hard drives, mobile phones, digital items, etc.) will be charged at a rate of \$0.05 per pound; CRT containing devices will be charged at a rate of \$0.20 per pound; and projection televisions at a rate of \$0.25 per pound.

3. The household equivalent fee used to calculate operational costs has increased from \$12.00 to \$15.00. It is anticipated that this will continue to increase over the next three years until the operational cost reaches a 50% cost share between municipalities and the County. The 20% cost share is no longer sustainable.
4. Operational costs will be billed out in January (upon approval of contract).
5. We highly recommend an increase in your 2023 allotment to prevent running out of funds later in the year. Remember, the County does not actually hold any of the allotment. We ask that you **do not** send a check until you receive an invoice. If there is unused funding at the end of 2023, that money remains with your municipality.
6. Please enter your allotment for disposal costs in the **green** box. The **blue** box should be the total of the operating costs PLUS the disposal costs you entered in the **green** box.

We look forward to another successful year of collections and working with your municipality toward the common goal of groundwater protection and landfill use reduction.

HEALTH AND COMMUNITY SERVICES DEPARTMENT
Environmental Health Unit - Household Hazardous Waste
1301 Lamont Avenue | Kalamazoo, MI 49048
Phone: 269.373.5211 | www.kalcounty.com/hww

**AMENDMENT #2 TO THE AGREEMENT
BETWEEN THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND IT'S ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS
WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007
AND
OSHTEMO TOWNSHIP
7275 WEST MAIN STREET, KALAMAZOO, MI 49009**

The County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, (hereinafter referred to as the "County"), and Oshtemo Township, 7275 West Main Street, Kalamazoo, MI 49009, (hereinafter referred to as the "Municipality") having previously entered into an AGREEMENT dated April 1, 2021, for the purpose of providing household hazardous waste disposal services; said AGREEMENT being for the period January 1, 2021 through December 31, 2021; do now hereby approve and agree to amend the existing AGREEMENT as follows:

a. Section C. FINANCIAL REQUIREMENTS.

1. Under the terms of this Agreement, the Municipality will provide funding for Operational Costs which will be billed in January **and** Disposal Costs which will be billed monthly. The total of the Municipality contract will be the combined monetary amounts of #3 below (Operational Costs calculated by the County) **PLUS** #4 below (provided by the Municipality).
2. Operational Costs are non-refundable regardless of actual participation at the HHW Center and shall be paid in full within forty-five (45) days of receipt of County Finance invoice.
3. Operational costs = the number of household equivalents in 2021 x \$15.00. For your Municipality, this equals **\$14,475.00** (entered by County).
4. Disposal cost is based upon the participation rate of the Municipality and disposal costs from all contractors each month. It is up to the Municipality to budget disposal costs for 12 months. It is highly recommended that this is increased from the previous year. The total the Municipality is budgeting for 12 months is
\$ \$15,000.00 (**(MUNICIPALITY FILL IN DISPOSAL AMOUNT)**)
\$ \$29,475.00 (**(MUNICIPALITY FILL IN TOTAL CONTRACT AMOUNT = #3 + #4)**).
5. The County will provide an itemized quarterly report to show the rate of participation and the materials disposed.
6. County Finance will provide a monthly disposal cost invoice.
7. If the Municipality would like to utilize the HHW Center to dispose of hazardous waste

generated at the Municipality offices, they may do so through the small business program.

8. If a Municipality is notified that funding for disposal costs is running out during the year, the County reserves the right to charge residents at the door.

b. Section M. PERIOD OF AGREEMENT.

The term of this Agreement shall be from January 1, 2023 through December 31, 2023, unless terminated earlier as provided.

c. Section P. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

FOR THE MUNICIPALITY

Printed or Typed Name Title

Signature Date

FOR THE COUNTY OF KALAMAZOO

Printed or Typed Name Title

Signature Date

Approved as to form for KALAMAZOO COUNTY GOVERNMENT CORPORATION COUNSEL By: Angelina M. Barnes Date: 11/23/22
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Memorandum

Date: 26 January 2023
To: Township Board
From: Jon Gibson, I.T. Coordinator
Subject: Authorization to Purchase Camera System and Approve Budget Amendment



Objective

Authorization of signing of the quote from Summit to purchase a new camera system for the Township Hall. This was approved in the 2022 budget, but we had difficulty getting the 3 quotes necessary. There is a budget amendment request to have money allocated from carryover to GL # 101-218-97400 Capital Outlay for this project. The objective of this project is to have 8 cameras (5 internal and 2 external) covering the Township Office.

Background

The Township Office had 2 different camera systems. The first and older system was installed by EPS and the second system was installed by the Township Maintenance Department. Both systems have failed, and we have been without any camera security systems until late October 2022. The I.T. Coordinator took parts from both systems to make one working system so we could have a camera pointing at the counter for elections as a temporary solution.

Information Provided

There are 3 quotes provided by Knight Watch, CertiSite, and Summit. Both CertiSite and Summit are on premise storage systems while Knight Watch is cloud based. With CertiSite and Summit, there are no ongoing expense, Knight Watch would have a yearly subscription of \$1,500.00.

Core Values

Public Service, Innovation, Professionalism, Fiscal Stewardship



Proposal#EST011541

Proposal Date: 12/6/2022

Customer: OSHTEMO CHARTER TOWNSHIP HALL
Project: Oshtemo Township Hall - Security Camera Upgrades
Work Site: - Ava
7275 W MAIN ST
KALAMAZOO, MICHIGAN 49009

Prepared By: Caleb Scoles
Bill To: OSHTEMO CHARTER TOWNSHIP
7275 W MAIN ST
KALAMAZOO, MICHIGAN 49009

Dear Jon,

Thank you for the opportunity for Knight Watch to provide you with a proposal to install a new Ava camera system at your Oshtemo Township Hall.

KWI will provide and install eight total Ava cameras, mounts, and related items based on the onsite walkthrough. The cameras are 5MP fixed lens dome cameras. KWI will use the existing rack, switch, and patch panels onsite. KWI will provide Cat6 cabling for the new camera locations. KWI will remove the existing six cameras currently onsite. KWI will apply 1 year Ava Aware Cloud licenses. There will be 2 interior and 1 exterior cameras with 60 days of onboard retention. The 5 other cameras will have 30 days of onboard retention. KWI will provide eight map graphic pages and points. This proposal also includes 1 hour of onsite training following completion.

Clarifications:

- POE switches and 110VAC by others
- KWI is not responsible for patching existing exterior or interior penetrations
- KWI is not responsible for any underground conduit or pathways
- KWI to utilize existing switch locations and ports
- Cabling is included in this proposal
- Rough-in labor is included in this proposal
- Workstations and monitoring are not included
- KWI assumes access will be granted to all necessary work areas by the customer
- Installation to occur during regular business hours 8 AM-5 PM M-F, and excludes holidays
- Change order will be required if there are additions/changes to this proposal
- After-hours and tenting are not included
- Tax is NOT included

Thanks again for the opportunity to work with Oshtemo Charter Township. Please let me know if you have any questions.

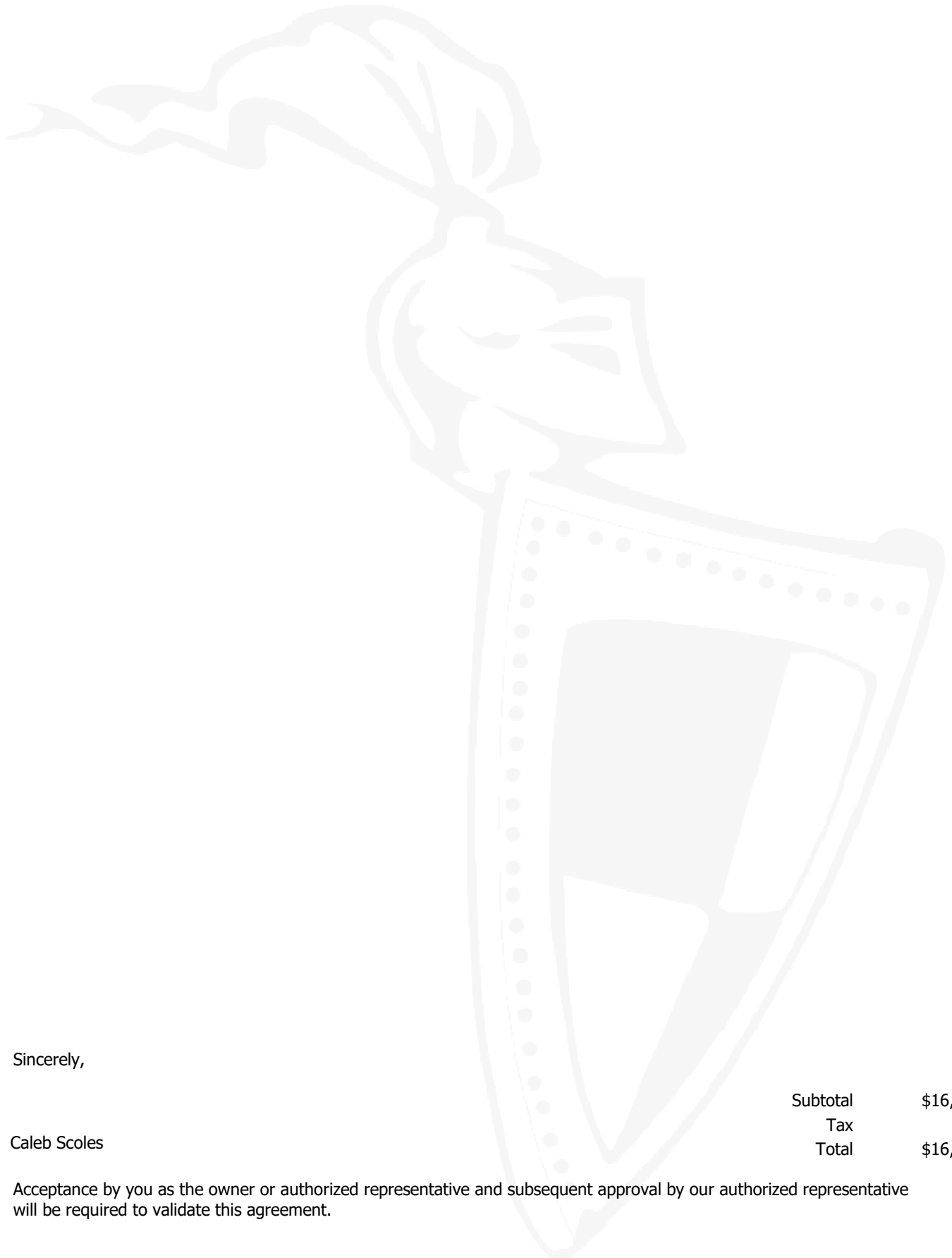
Thank you,

Caleb
KWI

Quantity	Description
8.00	1 Year Subscription to Ava Aware Cloud Per Camera Real-time Video Analytic. Including 30 days Cloud
4.00	AVA Compact dome Black 5MP 3.2 fixed lens 30 Days onboard retention,
2.00	AVA Compact dome Black 5MP 3.2 fixed lens 60 Days onboard retention,
1.00	AVA Dome Black 5MP 30 Days onboard retention,
1.00	AVA Dome Black 5MP 60 Days onboard retention,
2.00	AVA Cap Black
2.00	AVA Arm Black
2.00	Rough-in Materials - Conduit, Back Boxes, Fire-Stop, Etc.

2,000.00	CAT6 - Roll - Plenum - Blue - 1000'
1,100.00	Labor to pull cable (per foot)
16.00	CAT6 - Keystone Jack - White - Snap-In
8.00	CAT6 - 1 Port Box - Surface Mount - White - Min Qty: 10
8.00	CAT6 - Patch Cable - Blue - 3'
8.00	CAT6 - Patch Cable - Blue - 7'
1.00	Installation Materials and Hardware
1.00	Freight Charges
2.50	Engineering
5.00	Project Management
48.99	Installation
4.00	Programming





Sincerely,

Caleb Scoles

Subtotal	\$16,847.57
Tax	\$0.00
Total	\$16,847.57

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____



January 19, 2023

Mr. Jon Gibson
IT Coordinator
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Reference: **IP Camera System – Interior / Exterior**

Dear Jon,

We are pleased to provide our updated proposal for the above referenced CCTV system for your facility per our site visit of December 12, 2022. Our proposal includes the following scope of work, equipment and services:

CCTV System Scope:

Provide exterior cameras (2) and interior cameras (6) in existing locations to replace the existing analog camera system. All cameras provided will be 5MP. The network video recorder (NVR) shall be capable of storing 60 days of video based on the current number of cameras. All existing cable will be replaced with Cat 6 cable.

CCTV System Equipment and Services:

- 6 - QND-8080R camera, interior
Q series indoor dome camera, 5MP, 3.2~10mm (3.1x) motorized varifocal lens, 30fps@all resolutions, H.265, H.264, MJPEG codec supported, multiple streaming, day & night (ICR), WDR (120dB), defocus detection, directional detection, motion detection, enter/exit, tampering, virtual line, micro SD (128GB) memory slot, PoE, IR viewable length 20m, hallway view support, LDC support (lens distortion correction)
- 2 - QNV-8080R camera, exterior
Q series outdoor vandal resistant indoor dome camera, 5MP, 3.2~10mm (3.1x) motorized varifocal lens, 30fps@all resolutions, H.265, H.264, MJPEG codec supported, multiple streaming, day & night (ICR), WDR (120dB), defocus detection, directional detection, motion detection, enter/exit, tampering, virtual line, micro SD (128GB) memory slot, PoE, IR viewable length 20m, hallway view support, LDC support (lens distortion correction)
- 1 - QRN-1630S-16TB network video recorder, 16Tb, up to 16 channels, 8 MP supported, H.265, H.264, MJPEG codec supported 128Mbps network camera recording, plug & play by 16 PoE ports (POE budget 130W), maximum 2 HDDs (up to 10Tb each) supported, HDMI/VGA local monitor, P2P service (QR code connect) support, dual stream recording option, 2 HDMI Outputs with local 4K display resolution (HDMI1: 3840x2160(30Hz), HDMI2: 1920x1080(60Hz)), automatic recovery back up (ARB) feature (A.K.A edge recording retrieval), four (4) alarm in / two(2) alarm out and audio output (RCA), easy connection using P2P service (QR code connect), with Wisenet mobile app (for Android and IOS) and the free of charge Wisenet viewer, NDAA & FCC Compliant Model.

- 8 - WAVE-PRO-01 professional license
WAVE Professional License. Enables one (1) IP stream recording, includes life-time software upgrade. No annual maintenance cost required.
- Freight to job site
- Design sketch
- Materials to install
- Labor to install, program, check, test, and train

Our price for the above listed equipment and services will be:

**Nineteen Thousand Five Hundred Seventy-Five and ----- 00/100 Dollars
(\$19,575.00)**

Exceptions and Clarifications:

1. The following items are not included in this proposal:
 - A. Michigan state sales tax on materials.
 - B. Workstation or color printer, for video viewing, playback, and printing of stills on site. This can be done from selected on-site computers as the CCTV will have a connection to the existing building network. The quote does not include a monitor, keyboard or mouse.
 - C. Off-site monitoring of the CCTV system.
 - D. Electrical permit.
 - E. All cable to be non-plenum rated.
 - F. 120VAC power to all equipment (120VAC duplex outlets required for NVR).
 - G. Submittal of drawings for review by, or stamping of, by a registered professional engineer.
 - H. Submittals to third-party reviewer, if required by local or state authorities.
 - I. Repair or painting of existing wall surfaces caused by equipment installation and/or equipment size differences.
 - J. Painting, patching, or fire proofing of any new or existing penetrations.
 - K. Painting of conduit or boxes.
 - L. Replacement or repair of any existing wiring including field wiring, LAN cables or RS-485 cables.
 - M. Provision of any new equipment necessary, but not included in the scope of work, e.g. network equipment, or similar.
 - N. Non-standard working hours, overtime, weekend, or holiday labor rates.
 - O. Union labor or prevailing wage rates.
 - P. Delays caused by labor disputes and/or strikes.
 - Q. Additional trips to job site, caused by circumstances beyond the control of CertaSite.
 - R. The items and descriptions quoted are estimates only and we reserve the right to add, delete, or change devices or equipment and specifications to best fit the installation and building design.
 - S. CertaSite, its employees, sub-contractors, and suppliers are not responsible for asbestos abatement, removal, or any other costs associated with asbestos at the referenced facility. Any costs incurred for asbestos penetrations, sealing, removal, abatement, training, or any other costs will be the sole responsibility of the building owner. CertaSite, its employees, suppliers, or sub-contractors assume no liability



whatsoever from asbestos found, disturbed, removed, or abated at the referenced facility by us or any other entity or individual.

Terms:

Progressive billing to 90%, balance net 30 days following completion.

Warranty:

We stand behind our products and offer a one year limited warranty.

This Proposal is Valid for 30 days.

We thank you for the opportunity to provide this proposal. If you should have any questions, or if you need any additional information, please feel free to call or write at your convenience.

Respectfully,

William C. Anderson

William C. Anderson, CET
Sales Engineer



Oshtemo Township
7275 W. West Main Street
Kalamazoo, Mi. 49009

Jon, here is the quote for installation of the new camera system. 50% down 50% upon completion. Any questions please call. 616-890-3590

2- 4K VANDAL BALL VARIFOCAL

2-WALL MOUNT

1-9MP FISHEYE 180 DEGREE

5- 4K VANDAL DOME FIXED LENS

1-BLACKJACK P RACK SERVER 16TB

1-CAT6 CABLE

1-LABOR, SET UP & TRAINING

TOTAL \$15,953.00

X

Memorandum



Date: 27 January 2023
To: Township Board
From: Jon Gibson, I.T. Coordinator
Subject: Authorization to sign quote from Summit for 5-2 and 5-3 Fire Alarm System Upgrades

Objective

Township board to approve the quote from Summit to upgrade the Fire alarm systems at 5-2 and 5-3. The Township is going away from EPS and there were only 2 other vendors willing and qualified (UL Certified) to quote the Fire Alarm system and bring them up to code. This is a budgeted blue line item and Summit comes in at budget where CertiSite is over budget for just one station.

Background

The fire alarm systems at 5-2 and 5-3 are at end of life and were budgeted to be replaced in 2023. In 2022 the Township was also informed by our phone vendor (CTS) that the T1 lines at 5-2 would be phased out by AT&T and we would need to find another solution for the monitoring of the fire alarm system. The solution is to go with an IP (internet) based system with Cellular backup.

Information Provided

Quote from CertiSite for 5-2 and quote from Summit for both 5-2 and 5-3.

Core Values

Public Service, Innovation, Professionalism, Fiscal Stewardship



January 17, 2023

Mr. Jon P. Gibson
IT Coordinator
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Reference: **Fire Alarm System Installation**
Fire Department – Station 2

Dear Jon,

We are pleased to offer our quotation for the fire alarm system replacement for Fire Station #2 per your request, the plans and specifications provided, and our site visit.

Scope of Work / Equipment and Services:

1. Replace existing devices.
2. Provide additional devices to meet current code requirements or where devices are needed to match the existing design.
3. Provide cellular / IP communications for off-site monitoring.
4. Utilize existing cable where acceptable, except where additional is necessary for new devices.

The following is our list of equipment and services provided under this proposal:

- 1 - SLP-BLK S-3 control panel, analog addressable, w/ SLC loops, CLSS gateway and Verizon module
- 1 - LCD-SLP remote annunciator, with cabinet (E3BB-BA2)
- 1 - PSN-106B audible/visual power supply
- 1 - DTK-120HW surge suppressor, 120VAC
- 1 - ELOCK-FA fire alarm circuit lockout kit
- 4 - Battery, 12V, 7AH, sealed lead-acid
- 24 - ASD-PL3F smoke detector, P/E, analog/addressable
- 10 - ATD-L3H heat detector, analog/addressable
- 2 - MCS-COF3 smoke/heat/carbon monoxide detector, analog/addressable
- 34 - B300-6 detector base, standard
- 2 - B200S-LF sounder base, CO and fire, low frequency
- 3 - AMM-4F monitor module, addressable, sprinkler and tamper
- 5 - MS-7AF manual pull station, dual action, addressable
- 1 - AOM-2S signal module, addressable
- 9 - P2WL horn/strobe, wall mount, multi-candela, white
- 17 - SWL strobe, wall mount, multi-candela, white
- 2 - P2RHK horn/strobe, wall mount, weatherproof, w/ backbox
- 1 - Document box, per code



- Freight to job site
- Design drawings and schematics
- Lift rental
- Electrical permit
- Installation materials
- Labor to install, program, check, and test

Our price for the above equipment and services will be:

**Forty-One Thousand Eight Hundred Eighty-Three and ----- 00/100 dollars
(\$41,883.00)**

This proposal is valid for 30 days.

Terms: Progress billing to 90%, remainder due 30 days following completion. Net 30 days.

Exceptions and Clarifications:

1. The above price does not include the following items:
 - A. Complete new wiring. Our plan is to utilize existing wiring to the extent possible. New cable has been included for new devices where necessary.
 - B. Duct smoke detectors. No duct smoke detectors were observed during the walk-through of the facility.
 - C. Replacing or maintaining security system if existing.
 - D. 120VAC power to control panel from a dedicated 20A circuit breaker, if existing circuit is not properly configured.
 - E. Fire watch if needed.
 - F. Fees for submittals for third party plan reviews.
 - G. Additional equipment over and above that which is proposed if required by local authorities, which exceed state code requirements.
 - H. Off-site monitoring fees. These fees will be billed under a separate contract upon completion of the project.
 - I. Non-standard working hours, holidays, or weekends.
 - J. Review or stamping of drawings by PE or associated fees.
 - K. Additional trips to job site caused by circumstances beyond the control of CertaSite.
 - L. Any additional spare parts not specifically listed above.
 - M. Any additional system components not specifically listed above if required.
 - N. Painting of fittings, boxes, or conduit.
 - O. Air handling shut downs.
 - P. Union or prevailing wage labor rates.
 - Q. Coring or boring.
 - R. Patching, painting or fireproofing of necessary wall or ceiling penetrations.
 - S. Installation or wiring of automatic door closers, if required (contacts are provided).
 - T. CertaSite, its employees, sub-contractors, or suppliers are not responsible for asbestos abatement, removal, or any other costs associated with asbestos at the facility. Any costs incurred for asbestos penetrations, sealing, removal, abatement, training, or any other costs will be the sole responsibility of the building owner. CertaSite, its employees, suppliers, or sub-contractors assume no liability whatsoever from asbestos found, disturbed, removed, or abated at the facility by us or any other entity or individual.



We appreciate the opportunity to provide this quotation. If you should have any questions regarding this quotation or if you need additional information, please feel free to call at your convenience.

Respectfully,

William C. Anderson

William C. Anderson, CET
Sales Engineer

Customer Acceptance

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Township of Oshtemo Fire Station #2
3500 South 6th St.
Kalamazoo, Mi. 49009

Jon, here is the quote for installation of the new addressable Fire Alarm system. 50% down 50% upon completion. Any questions please call. 616-890-3590 (Monthly monitoring \$65.00/\$780.00 Annually.

1-POTTER ADDRESSABLE FIRE ALARM PANEL, 2-BATTERY, 2-ANNUNCIATORS

1-UDACT, 1-STARLINK CELLULAR COMMUNICATOR

18-SMOKE DETECTORS, 3-HEAT DETECTORS

15-HORN/STROBE, 9-STROBES, 5-PULL STATIONS

2-DUAL MODULE, 1-SINGLE MODULE

1-PIV TAMPER SWITCH, 1-OSY TAMPER SWITCH

1-DOCUMENT BOX, 1-BREAKER LOCK, 1-SURGE PROTECTOR, and 1-EQUIPMENT PACK

1-LABOR (INSTALLATION, PROGRAMMING, TESTING, TRAINING and FINAL).

1-PERMIT & DESIGN.

TOTAL \$15,560.00

X



Oshtemo Fire Station #3
3270 Third St. North
Kalamazoo, Mi. 49009

Jon, here is the quote for installation of the new addressable Fire Alarm system. 50% down 50% upon completion. Any questions please call. 616-890-3590 (Monthly monitoring \$65.00/\$780.00 Annually).

1-POTTER ADDRESSABLE FIRE ALARM PANEL, 2-BATTERY

1-UDACT, 1-STARLINK CELLULAR COMMUNICATOR

2-SMOKE DETECTORS

4-HEAT DETECTORS

2-HORN/STROBE, 2-STROBES

1-PULL STATION

1-DOCUMENT BOX, 1-BREAKER LOCK, and 1-EQUIPMENT PACK

1-LABOR (INSTALLATION, PROGRAMMING, TESTING, TRAINING and FINAL).

1-PERMIT & DESIGN.

TOTAL \$6860.00

X

Memorandum

Date: 31 January
To: Township
From: Greg Fountain, Maintenance Director
Subject: Update on pest control service at Township facilities



Objective

Update to the Board to replace recent pest control vendor for monthly general pest service and rodent control at the following locations: Oshtemo Community Center, Fire Stations 1-2-3, Grange Hall, Township Hall, Drake Farm Carriage Barn and Pavilion, and Old Township Hall. There is no request for extra funding. This would be paid from Maintenance Services, 101-218-93100.

The historic Drake House needs additional investigation and analysis due to bat infestation and will be addressed once vendor is in place.

Background

There is an immediate need for competent pest control at all Township facilities. It is an environmental health and safety concern and for residents and community members who rent these spaces. Our recent vendor was not performing satisfactory service, as pests are still prevalent in each of our facilities. This vendor was unresponsive to concerns and complaints, and in return, we received poor communication except when related to billing. This vendor was dismissed on 1/3/2023. Our costs for 2022 totaled \$1,392.60.

Information Provided:

Written Estimates were obtained from two local vendors.

- Mite-E Exterminating
 - Cost quoted for annual service, \$5,000.00.
- Pest Pros of Michigan
 - Cost quoted for annual service, \$8,520.00.

Both vendors stated their service contract can be terminated at any time with a 30-day notice by either party.

I recommend we move forward with the vendor who provided the lowest bid, Mite-E Exterminating.

Core Values: Sustainability (*Value conscious decision making*); Integrity (*Transparent governmental practices are of the highest priority*); Fiscal Stewardship (*Ensure that taxpayer investments are spent wisely, effectively, and efficiently*)

Memorandum



Date: 14 February 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: General Maintenance Job Description Revisions

Objective

Seeking Board consideration to revise the General Maintenance job description.

Background

We are preparing to staff for the open General Maintenance position. Maintenance Director & HR revised description and suggested the changes you will see on the redline.

Information Provided

General Maintenance Draft Redline

Core Values

Public Service, Professionalism

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: GENERAL MAINTENANCE PERSON

General Summary:

Under the direction of the Maintenance Director, ~~performs a variety of duties in Township owned facilities.~~ this person is responsible for performing maintenance repairs and maintaining all Township property & equipment through scheduled, non-scheduled, & emergency maintenance procedures.

Physical Requirements:

The physical demands described hereafter are representative of those that must be met by an employee to successfully perform the essential functions of this general maintenance position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, walk, talk, climb and hear; use hands to finger, handle and operate tools, objects, or controls. The employee is required to climb stairs, stoop, kneel and crouch.

The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds. The employee must have the ability to recognize and identify similarities or differences between characteristics of colors, shapes, sizes, and sounds associated with the job.

Ability to work under conditions where exposure to environmental factors such as temperature variations and extremes, odors, noise, machinery, electrical current, wetness, dirt and dust may cause discomfort.

Typical Responsibilities:—Assist with the maintenance of the following:

- Perform repairs & preventive maintenance of all Township property & equipment.
- Respond to calls of malfunctions. Locate and eliminate malfunctions in non-routine & emergency situations.
- Availability to work occasional overtime on weekends, evenings, or holidays to complete time sensitive projects.
- Perform general maintenance, custodial, & trash removal.
- Operate a wide range of equipment (tractors, snowplows, mowers, chainsaws, etc.)

GENERAL DUTIES

~~Maintain all buildings and grounds owned and operated by the Township including:~~

1. ~~Mowing grass;~~
2. ~~Trimming trees and shrubbery;~~
3. ~~Weeding planting beds;~~
4. ~~Picking up all litter;~~
5. ~~Plowing snow from parking lots;~~
6. ~~Cleaning sidewalks of snow and ice;~~
7. ~~Maintaining all rest rooms—clean daily if needed;~~
8. ~~Check paper supplies; and~~
9. ~~General building maintenance.~~

TOWNSHIP HALL/OFFICE

1. ~~Empty kitchen trash daily.~~
2. ~~Set up rooms for meetings.~~
3. ~~Order maintenance supplies, i.e., paper supplies, cleaning products.~~
4. ~~Maintain lock and pass code system.~~
5. ~~Maintain and replace Township flags as needed, lower to half staff when appropriate.~~
6. ~~Restock copy machine paper supply.~~
7. ~~Update MSDS for Township buildings.~~
8. ~~Perform minor repairs to buildings and equipment as needed.~~
9. ~~Be knowledgeable of heating and cooling systems and controls.~~
 - ~~a) Replacement of blower motors.*~~
 - ~~b) Replacement of inducer motors.*~~
 - ~~c) Servicing of equipment.*~~
10. ~~Be knowledgeable of basic electrical repairs.~~
 - ~~a) Replacement of electrical components.*~~
 - ~~b) Replacement of light ballasts.*~~
11. ~~Arrange and oversee special service contractors.~~

~~*(In accordance with the Michigan State Construction Code.)~~

PARKS

1. ~~Perform minor repairs to building and equipment if needed.~~
2. ~~Perform safety inspection of playground equipment and picnic tables bi-weekly.~~
3. ~~Sweep area to maintain an even surface under equipment.~~
4. ~~Trim brush and trees which become obstructive on trails or in parks.~~
5. ~~Winterize parks and spring start up.~~
6. ~~Change park signs and bulletin boards.~~
7. ~~Test water in Township Park.~~
8. ~~Check park electrical outlets.~~
9. ~~Maintain Township Park sprinkler.~~
10. ~~Maintain walkways and sidewalk (non-motorized).~~
11. ~~Mechanical aptitude necessary to repair ground maintenance equipment.~~
 - ~~a) Mowing equipment.~~

~~b) Snow plowing equipment.~~

~~CEMETERIES~~

- ~~1. Remove dead funeral flowers.~~
- ~~2. Restore/seed graves after burials.~~
- ~~3. Maintain fences.~~
- ~~4. Place Veterans' flags before Memorial Day and remove by Labor Day.~~
- ~~5. Winterize and spring start up of water at Genessee Prairie and West Oshtemo.~~

~~OSHTEMO COMMUNITY CENTER AND GRANGE HALL~~

- ~~1. Perform inspection after each rental.*~~
- ~~2. Perform minor repairs to building and equipment if needed.*~~

~~*NOTE: will include weekends.~~

~~ELECTIONS~~

- ~~1. Assist with election equipment and precinct set up.~~
- ~~2. Run errands on Election Day.~~

The above statements are intended to describe the general nature and level of work being performed. They are not to be construed as an exhaustive list of all duties performed.

Employment Qualifications:

DRIVERS LICENSE REQUIREMENT: Must maintain a current Michigan motor vehicle operator's license without restrictions (other than corrective lenses requirement.)

EDUCATION: High school graduate or equivalent

EXPERIENCE: Desire (5) Years Maintenance experience. Must have good general mechanical ability and knowledge. This includes the following skills:

- ~~a) Ability to service facility systems and equipment.~~
~~Knowledge of grounds keeping.~~
 - ~~a) Practical knowledge of the following:
 - ~~• Grounds keeping & snow removal~~
 - ~~• HVAC systems~~
 - ~~• Electrical repairs~~
 - ~~• Plumbing repairs~~
 - ~~• Servicing of facilities, systems, & equipment~~~~
 - ~~b) Have excellent organization & communication skills~~
 - ~~b) Basic computer skills (Microsoft Office Suite)~~
 - ~~e) Good computer skills.~~
 - ~~a. Outlook.~~

| Word.

b. ~~Excel.~~

| Effective Date: ~~03/26/19~~02/28/23

Memorandum

Date: 1/18/2023
To: Township Board
From: Dusty Farmer, Clerk
Subject: Election Pay



Objective

Approve the new election pay rates.
Approve a budget amendment of \$21,700 for the 2023 May Election.

Background

Election workers are currently paid the following rates:

- \$165/day Election Inspectors (6 am-end of night; can be 15+ hours and averages \$11/hr)
- \$215/day Election Chairs (6 am-end of night plus receiving board; can be 18+ hours and averages \$13/hr)
- \$75/day Receiving Board (begins after 8 PM and can be 2+ hours)
- \$25/session Election Training (usually lasts 1-2 hours)

A recent court's ruling has halted the enactment of the Earned Sick Time Act (ESTA). If this is appealed to the Michigan Supreme Court we would not expect a ruling to be handed down until 2024 (Foster Swift communication, 1/27/23). The Clerk's Office still proposes that we begin paying elections workers at an hourly rate:

- \$15/hr Election Inspectors
- \$18/hr Election Chairs
- No change to Receiving Board, and training would follow hourly rate or \$25, whichever is greater.

For the May Election:

Budget amendment of \$16,700 for election inspector pay for GL 101-191-72200 (13 Chairs, 52 workers, 6 receiving)
Budget amendment \$5000 for supplies for GL 101-191-72800

Core Values

Integrity, Professionalism

Budget Amendment Requests

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
1/19/2023	McComb	Fire Ops	206-336-95900	Continuing Education	\$ 20,000.00	N/A	Available 2023 Revenue (net rev/exp)	\$ 20,000.00		Firefighter inspector training for 5. Annual certifications and continuing ed, not included in 2023 budget. The 2023 net revenue/expenditure will cover this expense, without using prior year fund balance (carryover).	Yes	No
			Total		\$ 20,000.00		Total	\$ 20,000.00				

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
1/23/2023	High	Parks	107-756-93100	Maintenance Services	\$ 3,500.00	107-751-40100	Carryover	\$ 3,500.00		Rain garden burn at Flesher Field was planned in late 2022 but delayed due to weather. Funds were available in 2022 but not budgeted for 2023.	Yes	Yes
			Total		\$ 3,500.00		Total	\$ 3,500.00				

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
1/26/2023	Greg Fountain/IT	General Fund	101-218-97400	Capital Outlay	\$ 16,000.00	101-001-40100	Carryover	\$ 16,000.00		The camera security system was included the 2022 Budget but was not completed, therefore no 'new money' is requested. This will be completed in 2023.	Yes	No
			Total		\$ 16,000.00		Total	\$ 16,000.00				

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
2/7/2023	McComb	Fire Ops - 206	211-344-98000	Capital Outlay	\$ 4,500.00	211-001-40100	Carryover	\$ 4,500.00		It was determined after the 2023 budget season that we needed to replace chairs that are falling apart at station 5-2. This includes office chairs as well as chairs for the kitchen table. This was discussed between Maintenance and Fire, and we recommend the expenditure.	No	No
			Total		\$ 4,500.00		Total	\$ 4,500.00				

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
2/8/2023	Supervisor	General Fund	101-249-95600	HHW	\$ 7,000.00	101-001-401	Carryover	\$ 7,000.00		Expense of Household Hazardous Waste Program service provided to residents is increasing. Townships participate in providing this service, coordinated through the County. Refer 2/8/2023 memo.	Yes	No
			Total		\$ 7,000.00		Total	\$ 7,000.00				

Date	Dept. Head	Fund Name	Funds Requested To			Funds Requested From			Authorization Only (no BA)?	Explanation of Request	Previously Discussed?	Within Approved Budget?
			GL Number	Description	Amount	GL Number	Description	Amount				
2/9/2023	McComb	Fire Ops	206-336-72200	Pension	\$ 23,000.00	206-001-40100	Carryover	\$ 23,000.00		Refer memo for correction to 24 hour firefighter pension payments 2016-2022 for Statutory work hours.	No	No
			Total		\$ 23,000.00		Total	\$ 23,000.00				

Grand Total	\$ 74,000.00
Total Added to Budget	\$ 54,000.00
Authorization Only	N/A
Total Not Previously Discussed with TB	\$ 27,500.00

REVIEW DATE

2/9/2023

SIGNATURE



Memorandum



Date: 14 February 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: Update on Blue Cross Blue Shield of MI Premium Rate Issue

While completing a routine audit of the Blue Cross Blue Shield invoice, I noticed that the billed premium amounts were approximately 9% higher for the new HDHP/HSA plan than was originally communicated by Nulty during open enrollment. I followed up with Nulty who investigated and then informed me that they inadvertently quoted us the wrong plan when quoting the 2023 premiums. The approximate cost to the employees due to this discrepancy is \$3,000. The approximate cost to the Township due to this discrepancy is \$12,500.

Nulty has offered to assume the responsibility of the increased cost to employees and pay us for the \$3,000 difference in the employee premiums. I will be working to make a Budget Amendment for the increased amount of the Township's liability for the premium amounts. Budget amendment to follow later in the year.

Core Values

Fiscal Stewardship, Integrity

Memorandum



Date: January 6, 2023
To: Township Board
From: Zachary Pearson, Project Manager, Public Works
Subject: Update on Street Light Conversions (Beech Ave)

Objective

Update to Board on conversion of existing streetlights on Beech Avenue to the new LED fixtures.

Background

Residents of Beech Avenue had contracted Code Enforcement and Public Works about some safety concerns and were interested in increased lighting as a solution. Public Works previously presented a memo to the Township Board in July 2022 recommending the approval of a streetlight conversion project after meeting to review scope with Consumers Energy. The estimated project cost provided by Consumers Energy at the time was \$4,780. The scope includes installing seven (7) new LED fixtures and replacing three (3) high pressure sodium lights with LED.

After authorization to proceed by the Board in July 2022, Consumers Energy has their engineering team complete a “study” of the project area and undergo a formal design. The submitted cost of the project after the additional information and design was completed by Consumers Energy increased to \$8,157.00. Per Gabe Poletti, Project Coordinator with Consumers Energy, this new total cost reflects the actual conditions of the project area and the required work and materials that will be necessary to complete the project as desired. The costs also reflect changes in pricing of materials recognized over the course of the year.

The 2023 budget includes \$30,000 for capital outlay and upgrades and would cover the increased costs of this project. No new money requested.



A CMS Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

December 19, 2022

NOTIFICATION #:
1063847151-1063687634

OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO, MI 49009-8210

REFERENCE: BEECH AVE, KALAMAZOO

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 8,157.00
Additional Costs	
Total Estimated Cost:	\$ 8,157.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	\$ 8,157.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Gilroy at 616-251-0574



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
--------------------------	--

<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
-------------------------------------	---

<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
--------------------------	---

<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
-------------------------------------	--

<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
--------------------------	--

<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
--------------------------	---

<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
--------------------------	---

<input type="checkbox"/>	OTHER:
--------------------------	--------

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1063847151-1063687634

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for all **underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2022 through April 1, 2023**. To help you avoid this charge, we have included important dates and site requirements below. **Please note that Electrical inspection is a requirement for construction for Electric and Joint trench requests.**

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2022; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 22, 2022.** (Please note that the November 22, 2022, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 3, 2022, and the following must be completed on or before November 1, 2022:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 5 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

Tanya Gilroy at 616-251-0574



OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO MI 49009-8210

Amount Due: \$8,157.00
Please pay by: January 02, 2023

Invoice Number	9324034520
PO Number	
PO Date	
Bill Date	12/19/22

Account: 3000 2060 3829

BEECH AVE KALAMAZOO - STREETLIGHTING - NOTIFICATION NUMBER (s): - 1063847151-1063687634

NONENERGY INVOICE

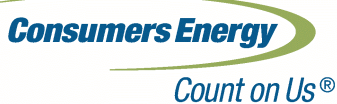
DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	7.0 EA	\$100.00	\$700.00
Electric Streetlight Conversion	1.0 EA	\$7,457.00	\$7,457.00
TOTAL DUE:			\$8,157.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 2060 3829

Amount Due: \$8,157.00
Please pay by: January 02, 2023
Enclosed:

6 330033285815 000008157000 0000 2056 3 300020603829 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail

Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person

Cash, check, card
or money order

Varies by authorized payment location

Fee may apply



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103035156878

Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 10/2/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/2/2018 shall remain in full force and effect.

Notification Number(s): 1063687634

Comments:

Township of OSHTEMO

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 10/2/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

I, _____, clerk of the Township of OSHTEMO do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: Township



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000184687

Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 2/1/2013.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Notification Number(s): 1063847151

Comments:

Township of OSHTEMO

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

I, _____, clerk of the Township of OSHTEMO do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: Township

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (3) 100 watt HPS Cobrahead Cutoff to Remove at location 7,4,6;

GENERAL CONSTRUCTION NOTES:
 CENTERLINE DISTANCES CAN BE FOUND IN LOCATION NOTES
 LIGHTING DESIGN DATA:
 42-113-6 FOR SPACING;
 BASED OFF 40W LED, 25' MOUNTING HEIGHT, 30'
 ROAD WIDTH, LOCAL ROAD, LOW PEDESTRAIN ACTIVITY
 -MINIMUM 162' SPACING BETWEEN LIGHTS
 42-110-1 FOR BRACKET LENGTH;
 AVG POLE DISTANCE FROM CURB - 15'



9 INSTALL
 35-4
 6DX DE
 FIGURE 23-302-1 DETAIL A
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B

8 REPLACE
 100W HPS LAMP/
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1

NOTE
 POLE TO CL = 28'
 POLE TO CURB = 13'

6 INSTALL
 35-4
 6DX DE
 FIGURE 23-302-1 DETAIL A
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B

NOTE
 SET POLE 26' OFF CL
 & 13' OFF CURB

4 REPLACE
 100W HPS LAMP/
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1

NOTE
 EXISTING D=10'
 EXISTING SEC AGL = 26'
 POLE TO CL = 26'
 POLE TO CURB = 16'

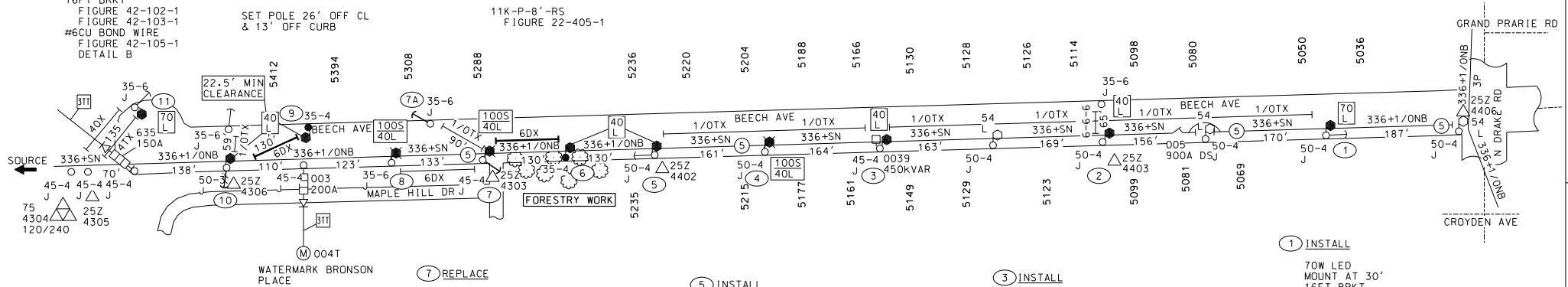
2 INSTALL
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL

NOTE
 RAISE EXISTING SEC 3' TO
 28' ABOVE GROUND
 RAISE SVC
 EXISTING D=15'
 POLE TO CL = 26'
 POLE TO CURB = 15'

11 INSTALL
 70W LED
 MOUNT AT 30'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1
 DETAIL B

NOTE
 SET POLE 26' OFF CL
 & 13' OFF CURB

7A INSTALL
 11K-P-8'-RS
 FIGURE 22-405-1



10 REMOVE
 11K-P-11'-RS

INSTALL
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B
 20K-P-11'-RT
 FIGURE 22-405-1

NOTE
 RAISE SEC. WR, XFMR & GUY TO
 CREATE ROOM FOR STLT BRKT
 XFMR TANK TO BE MOUNTED AT
 32' ABOVE GROUND
 EXISTING SEC AGL = 22'
 EXISTING D=18'
 POLE TO CL = 24'
 POLE TO CURB = 13'

7 REPLACE
 100W HPS LAMP/
 40W LED
 MOUNT AT 28'
 12FT BRKT /
 FIGURE 42-102-1
 FIGURE 42-103-1
 6DX DE
 FIGURE 23-302-1 DETAIL A

INSTALL
 11K-P-8'-RS
 FIGURE 22-405-1

NOTE
 EXISTING D=8'
 EXISTING SEC AGL = 32'
 POLE TO CL = 23'
 POLE TO CURB = 8'

5 INSTALL
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B

NOTE
 RAISE EXISTING SEC 3' TO
 29' ABOVE GROUND TO CREATE
 ROOM FOR STLT BRKT
 RAISE SVC, SEC, XFMR & GUY
 XFMR TANK TO BE MOUNTED
 AT 34' ABOVE GROUND
 EXISTING D=14'
 EXISTING SEC AGL = 26'
 POLE TO CL = 24'
 POLE TO CURB = 13'

3 INSTALL
 40W LED
 MOUNT AT 25'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B

NOTE
 EXISTING D=10'
 EXISTING SEC AGL = 26'
 POLE TO CL = 25'
 POLE TO CURB = 15'

1 INSTALL
 70W LED
 MOUNT AT 30'
 16FT BRKT
 FIGURE 42-102-1
 FIGURE 42-103-1
 #6CU BOND WIRE
 FIGURE 42-105-1 DETAIL B

NOTE
 EXISTING D=10'
 EXISTING SEC AGL = 32'
 POLE TO CL = 25'
 POLE TO CURB = 13'

MISS DIG System, Inc.
 1-800-482-7171



SUBSTATION		DRAKE RD 1112		METER ORDER NUMBER		METER NUMBER		READ		METER LOCATION	
CIRCUIT		WURZBURG		BEECH AVE ECNC STL		CM NO. 100007022368		JOB PURPOSE:		MUNICIPALITY REQUESTING STLT CONVERSION FROM HPS TO LED AND NEW LED INSTALS TO ILLUMINATE BEECH ST	
TLM NUMBER		5212124402		OPER TYPE		NOTIFICATION NUMBER		DESIGN NUMBER		ORDER NUMBER	
ECNC STL		1063687634		ECNC STL		1063847151		11460884		11460798	
CE STAKING REQ'D		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FORESTRY REQ'D		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		UPSTREAM SECTIONALIZING DEVICE:		CONSUMERS ENERGY CONTACTS	
LOCATION:		ALONG MAPLE HILL RD		COORDINATOR		DESIGNER		NAME		NUMBER	
JUST W/O BRONSON		MICHIEL GORDON		DANIEL POLETTI		MICHELLE GORDON		810-241-8179		249-888-7580	
SHEET D		SCALE 1"=70'		KALAMAZOO		CO		OSHTEMO		TWP T 02S R 12W SEC. 12	

Memo



Date: February 9, 2023
To: Oshtemo Charter Township Board
From: Zachary Pearson, Project Manager, Public Works
Subject: Non-motorized Retaining Wall Repair – Drake Rd

OBJECTIVE

Motion Requested: Authorization for Supervisor to sign contract with Balkema Construction for \$20,750 as the responsive low bidder for retaining wall repair for the non-motorized path on Drake Rd.

BACKGROUND

The north section of the Drake Road shared-use path, from West Main Street to Green Meadow Drive, was completed in 2020. One specific area in front of Blaze Pizza has a retaining wall near the drive entrance. This drive is one of several that services the entire development including larger retail stores such as Kohl's, Hardings Market, and Lowes. The retaining wall has experienced multiple occurrences of damages and now is a safety and maintenance concern.

Historically the use of this drive entrance has included heavy commercial use such as delivery trucks and semi-trucks with trailers in addition to the normal use traffic. This entrance was not designed for such use and there are more suitable entrances for these vehicles, however there is nothing to deter them from using the entrance. Due to this usage, there has been on-going damage to the curb and retaining wall that were constructed for the shared use path.

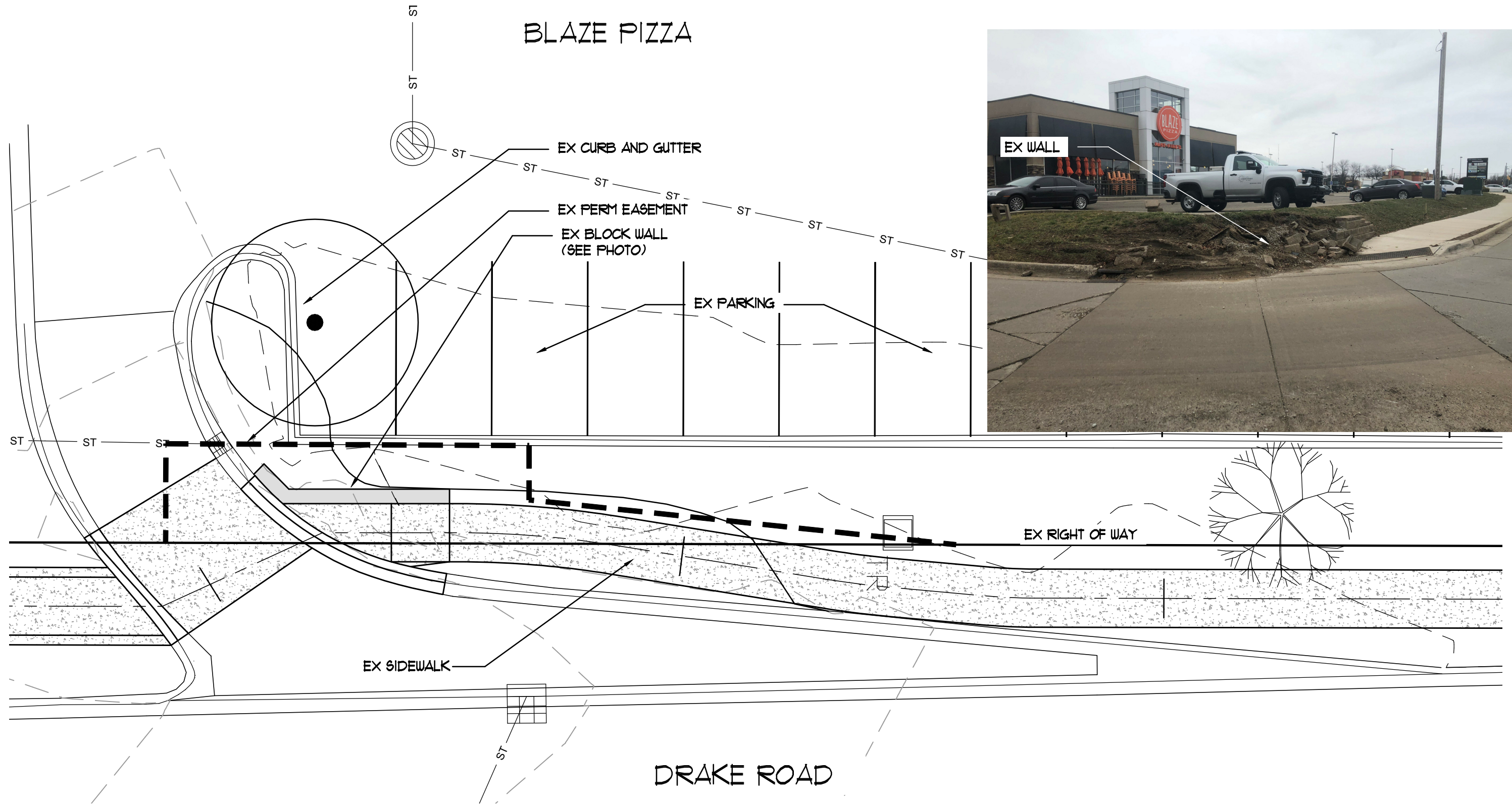
Public Works and Viridis Design Group, the consultant that completed the path design, worked toward a long-term solution to prevent similar issues from occurring. Rather than repair and reconstruct the retaining wall, the work proposed provides a paved, reinforced concrete embankment section with more grading requiring one parking space to be removed. This solution will function the same as the retaining wall that was originally constructed, however be more gradually sloped away from the path and not vertical in nature to avoid direct conflict with trailers.

The 2023 Budget includes \$40,000 for Retaining wall Repair under GL 101-506-97600.NMDRTA (South Drake Phase 2 Transportation Alt.). This contract falls within the approved budget.

INFORMATION PROVIDED

Plan Sheet of proposed project
Bids received (Kalleward Group, Epic Excavating, and Balkema Construction)

BLAZE PIZZA

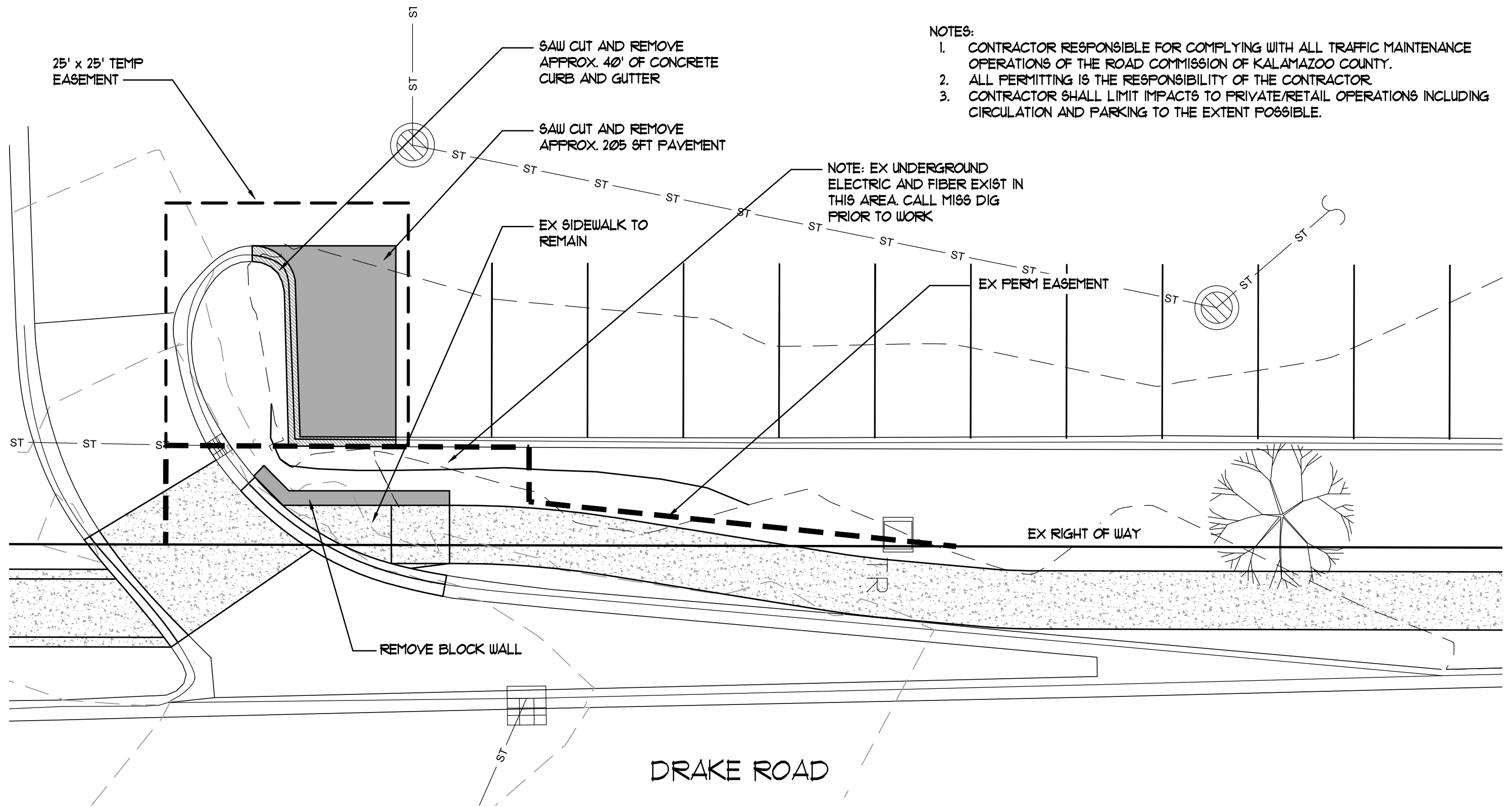


EXISTING CONDITIONS

<p>VIRIDIS Design Group 2926 West Main Street, Kalamazoo, MI 49006 (269) 978-5143 www.virdg.com</p>	DATE: 12/19/22	PROJECT NAME:	<p>1</p>
	SCALE: 1"=10'	SOUTH DRAKE RD NON-MOTORIZED PATH OSHTEMO TWP, MICHIGAN	
	PROJECT #: 1424		

SCALE IN FEET





NOTES:

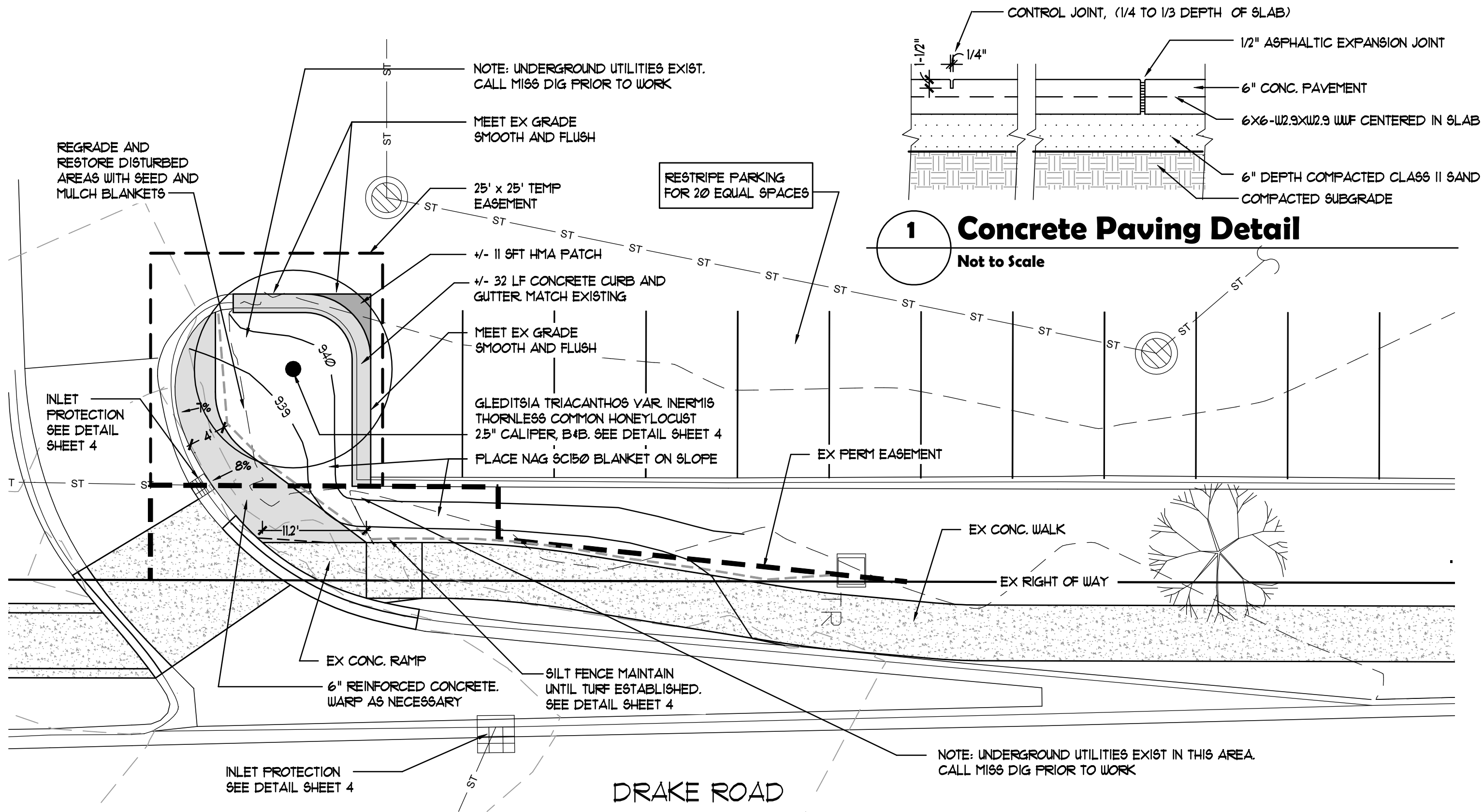
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2. ALL PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR
3. CONTRACTOR SHALL LIMIT IMPACTS TO PRIVATE/RETAIL OPERATIONS INCLUDING CIRCULATION AND PARKING TO THE EXTENT POSSIBLE.

PROPOSED REMOVALS

 2926 West Main Street, Kalamazoo, MI 49006 (269) 978-5143 www.virdg.com	DATE: 12/19/22	PROJECT NAME:	 2
	SCALE: 1"=10'	SOUTH DRAKE RD NON-MOTORIZED PATH OSHTEMO TWP, MICHIGAN	
	PROJECT #: 1424		

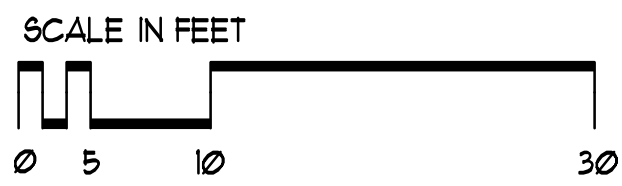
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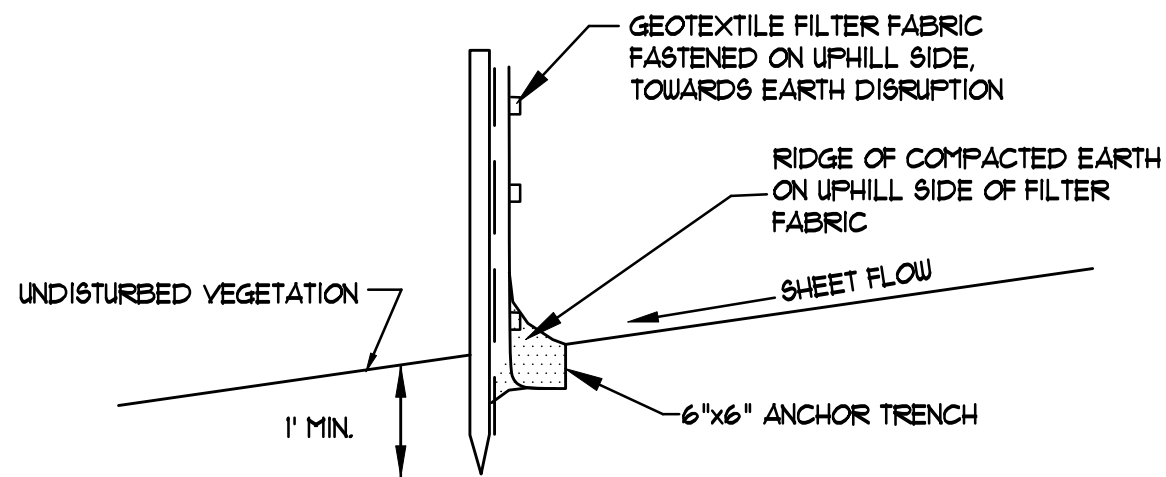
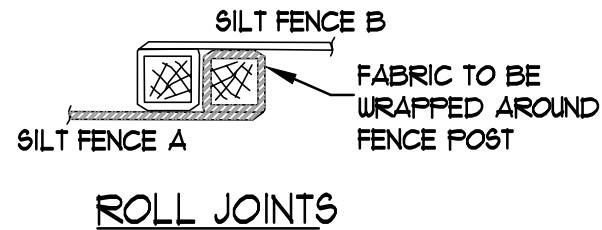
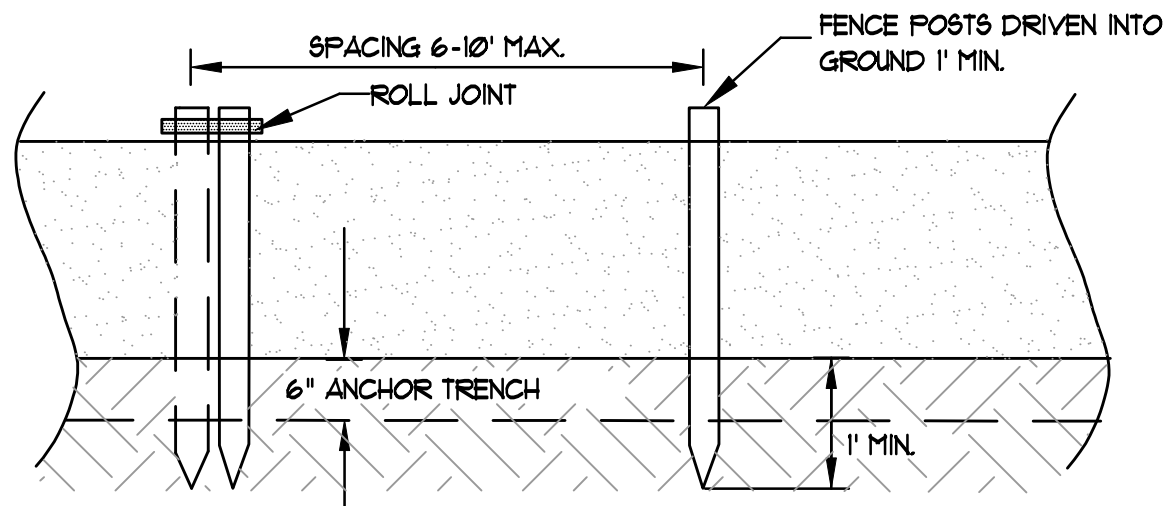




PROPOSED PLAN

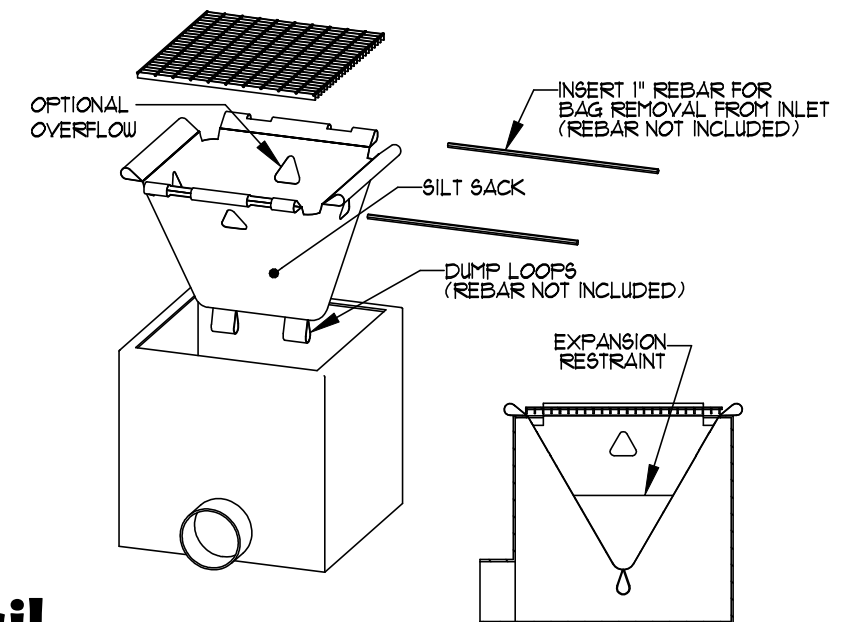
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	SCALE: 1"=10'	SOUTH DRAKE RD NON-MOTORIZED PATH OSHTEMO TWP, MICHIGAN	
	PROJECT #: 1424		





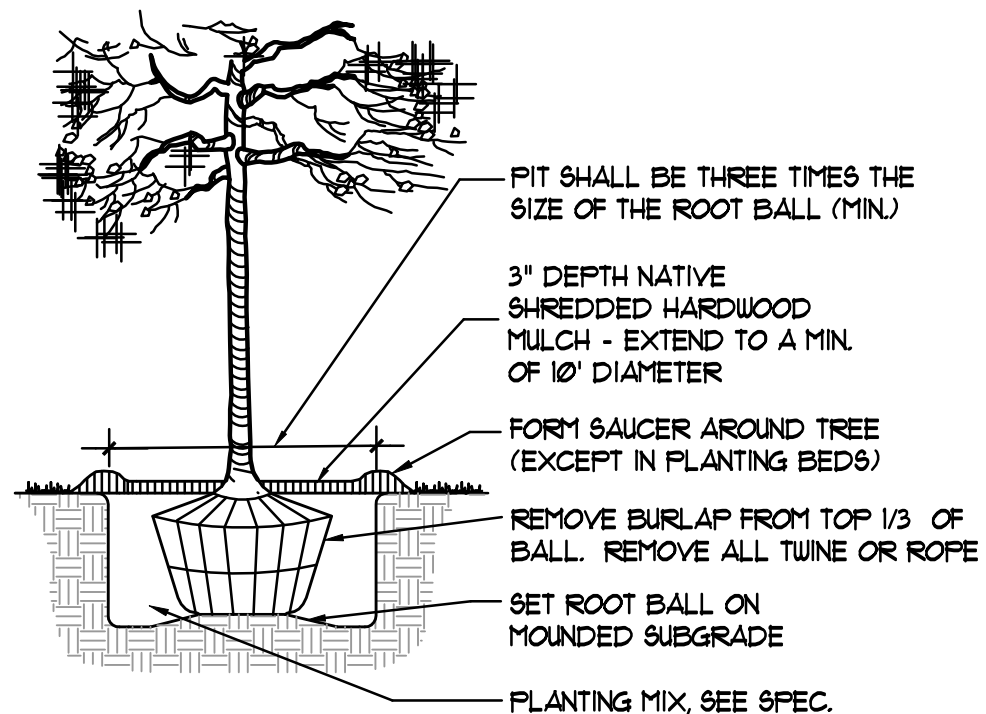
2 Silt Fence Detail

Not to Scale



3 Silt Sac Detail

Not to Scale



4 Tree Planting Detail

Not to Scale

DETAILS

VIRIDIS
Design Group
2926 West Main Street, Kalamazoo, MI 49006
(269) 978-5143 www.virdg.com

DATE: 12/19/22
SCALE: 1"=10'
PROJECT #: 1424

PROJECT NAME:
SOUTH DRAKE RD
NON-MOTORIZED PATH
OSHTEMO TWP, MICHIGAN



4





Viridis Design Group
2926 West Main Street
Kalamazoo, Michigan 49006

E-Mail Quote

Attention: John McCann

Regarding: South Drake Road
Non-Motorized Path
Oshtemo township, MI

Ladies/Gentlemen:

Thank you for the opportunity to be of service to you. For your consideration we are providing a proposal to complete work on the above captioned project. We propose to furnish labor, materials, tools, equipment, supervision, and services to complete work as per project plans by Viridis Design Group dated December 19, 2022., and as listed below. All work as listed will be completed for the lump sum amount of:

Thirty Thousand One Hundred Twenty -Two Dollars (\$30,122.00)

We include:

- Remove existing wall, concrete curb & gutter, and asphalt pavement.
- Silt fence and silt sacks
- Reconfigure layout and site grades.
- Provide new concrete curb/sidewalks.
- Asphalt patch along new curb.
- Provide lawn restoration and one tree.
- Road Commission right of way permit.
- Supervision to complete our scope of services.

We exclude:

- Unforeseen site conditions
- Cost for removal of existing utilities, Cost for repairs to unknown or unmarked utilities
- Premium time
- Winter conditions
- Financing, bonding, builder's risk insurance, liquidated damages or penalties, and premium time wages.
- Anything not specifically listed above.

Thank you for your consideration and the opportunity to be of service to you. Please let us know if we can be of further service to you.

Kalleward

Group



KALLEWARD GROUP

Dustin R. Vidmar

DRV/jw

230118-South Drake Road-Oshtemo

3548 Gembrit Circle
Kalamazoo, Michigan 49001
phone: (269) 372-7300
fax: (269) 372-7393
web: www.kalleward.com



1351 BRIARCLIFF DRIVE SE | GRAND RAPIDS, MI 49546
616.813.9596 | LINDA@EPICEXCAVATING.NET

12-23-22

John McCann - Viridis

EPIC EXCAVATING IS A 100% DBE/WBE COMPANY/Micro-LBE

Per Plans Dated: 12-19-22 – Drake Road – Oshtemo Township

Includes:

Saw Cutting

Removal of materials offsite – Asphalt and Concrete

Site demo including removal of retaining wall

Site Grading

Seed and mulch blanket placement

Provision and planting of one tree as shown

Excavate areas to receive concrete – Placement of 6" of sand under 6" concrete

Placement of 6" concrete with mesh as shown

Placement of Curb & Gutter as shown

Traffic Control

SESC Measures

HMA Patch as shown

Removal of SESC measures when applicable

Restriping of parking places as shown

Total \$33,872

Drake Rd Motorized Path

Date: 1/23/23

Project: Drake Rd Motorized Path

Scope: Remove existing block wall, sawcut and remove asphalt and curb, pour new 6" concrete, pour new curb, and restoration.

Quote to: John McCann

Plans: Attached

The following is a breakdown of the scope:

Demo:

Install inlet protection on existing catch basins.

Sawcut and remove approximately 210 sqft of asphalt.

Sawcut and remove approximately 33 ln.ft. of concrete curb.

Remove 22 ln. ft. of existing retaining wall.

New Construction

Install 150 sqft. of 6" thick concrete with wire mesh. 6" class 2 fill sand beneath concrete, compact sand to 96%. Broom finish on concrete. Concrete to be 4,000 psi limestone, air entrained.

Install 32 ln. ft. of new curb. Profile to match existing curb. We recommend eliminating the asphalt overcuts and patch the corner 11 sq.ft. asphalt area with concrete (this saves the cost of having to patch 11 sq.ft. of HMA.

Install (1) Common Honey Locust 2.5" tree with mulch ring and wood stakes on tree.

Install mulch blanket on disturbed area and hand seed.

Total \$20,750.00

3610 Hoover St. Kalamazoo, MI 49008

Phone: (269)-388-2244

Options (in addition to total price):

Hydroseed in lieu of hand seed. Add \$500.00

Install penetrating sealer to concrete to reduce salt permeation into concrete. Euclid Euco Guard 100 or similar product. Add \$300.00

We do not anticipate needing any traffic control or lane closure on Drake Rd. If traffic control on Drake Rd is required, add \$1,000.00

We do not anticipate needing to restripe the parking lot. If restriping is needed, add \$900.00

Notes:

All work to be done during normal business hours (7:00 AM to 6:00 PM Monday-Friday).
Grand Total is priced assuming full working days during normal working hours.

Does not include permits (none anticipated).

Does not include winter work.

Does not include any repair to existing sprinkler lines. If lines are damaged during construction, repair by others.

Does not include prevailing wage.

Does not include relocating any utilities.

Includes tree bag for new tree – irrigation of new tree by others.

Any items not specifically included are excluded.

I appreciate the opportunity to bid this project, please feel free to call me with any questions or concerns.

Thanks,

Aaron Balkema

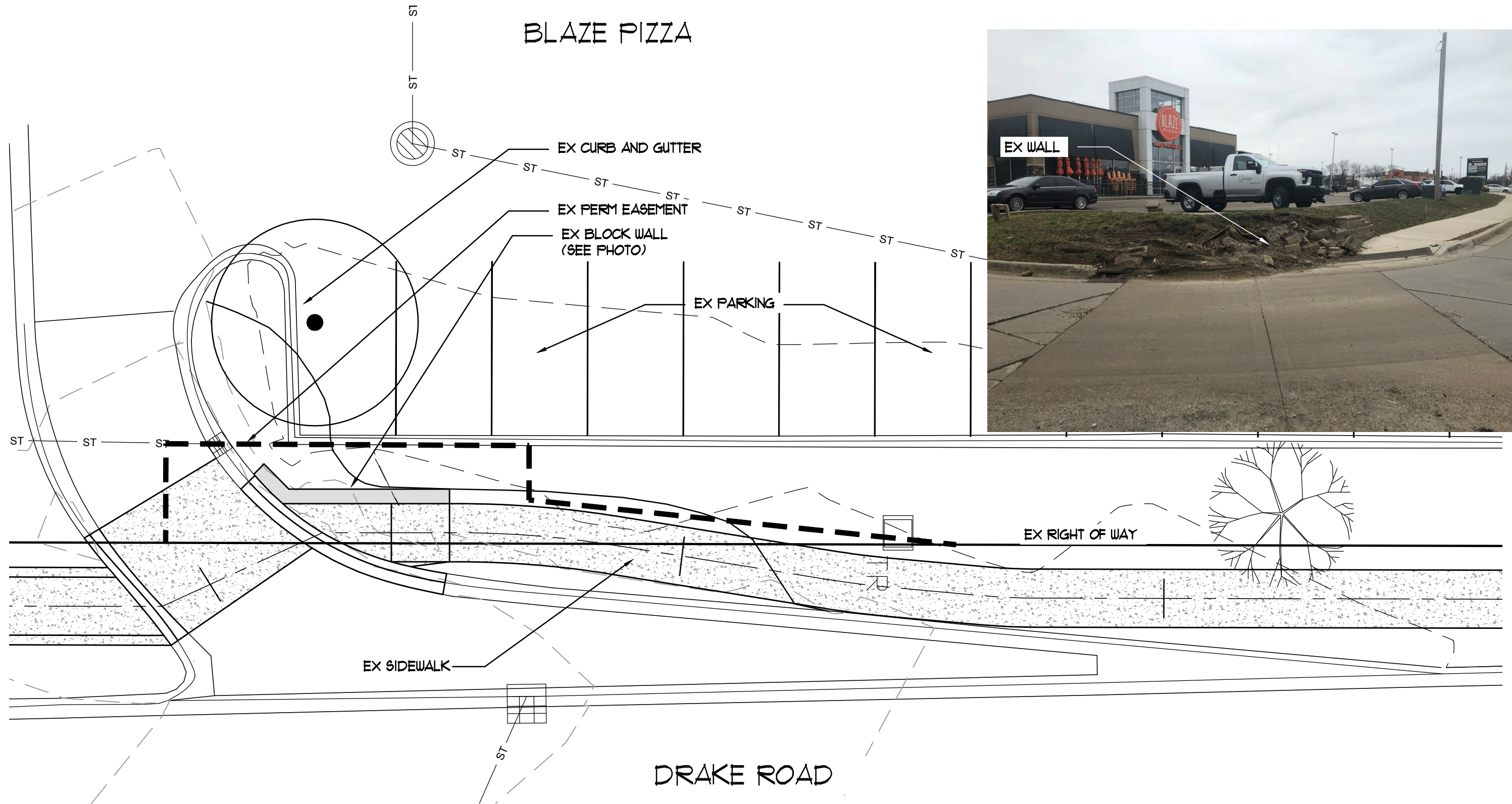
aaron@balkema.com

(269)-447-3113

Balkema Construction

www.balkema.com

BLAZE PIZZA

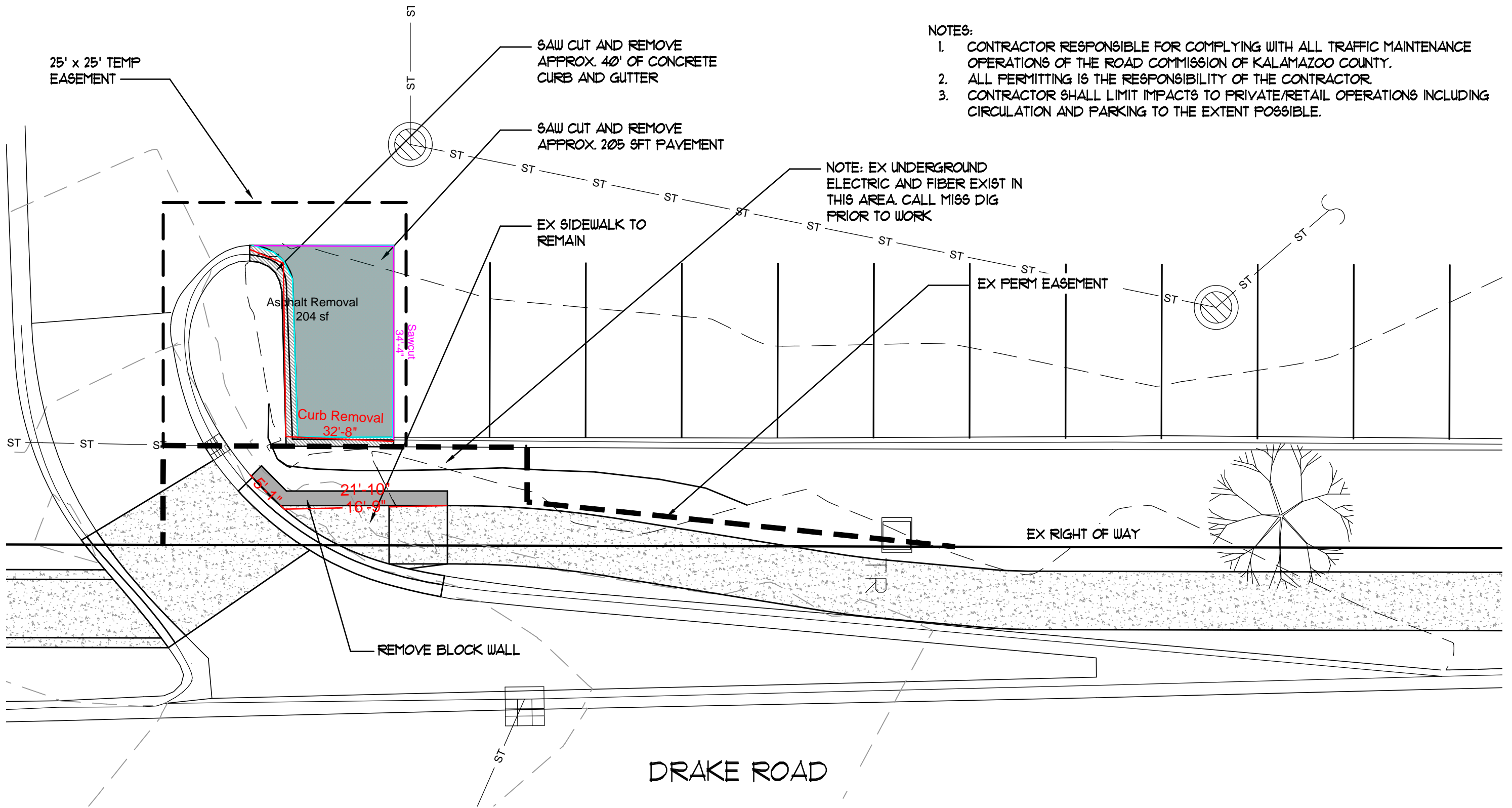


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	PROJECT #: 1424		

SCALE IN FEET





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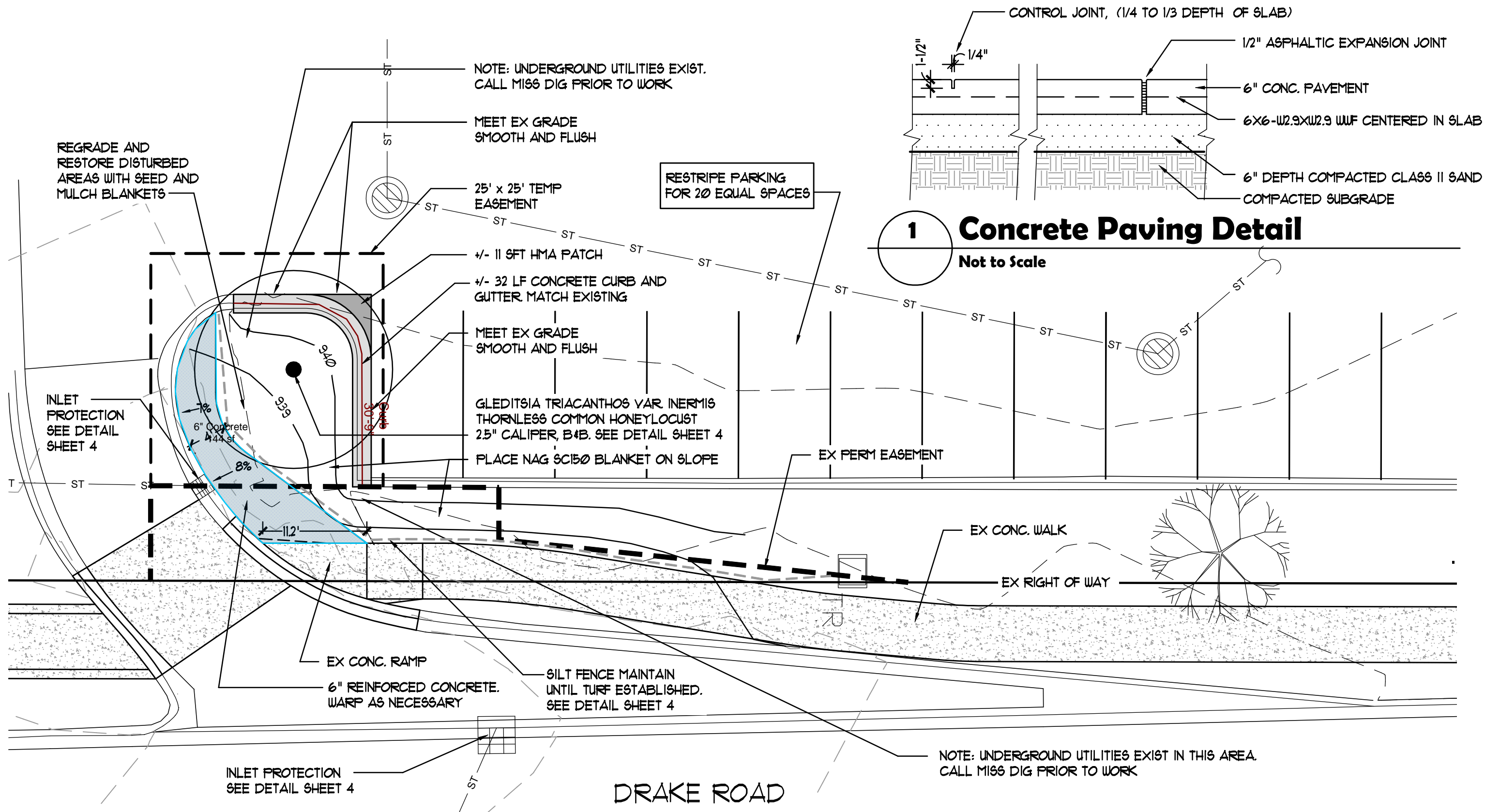
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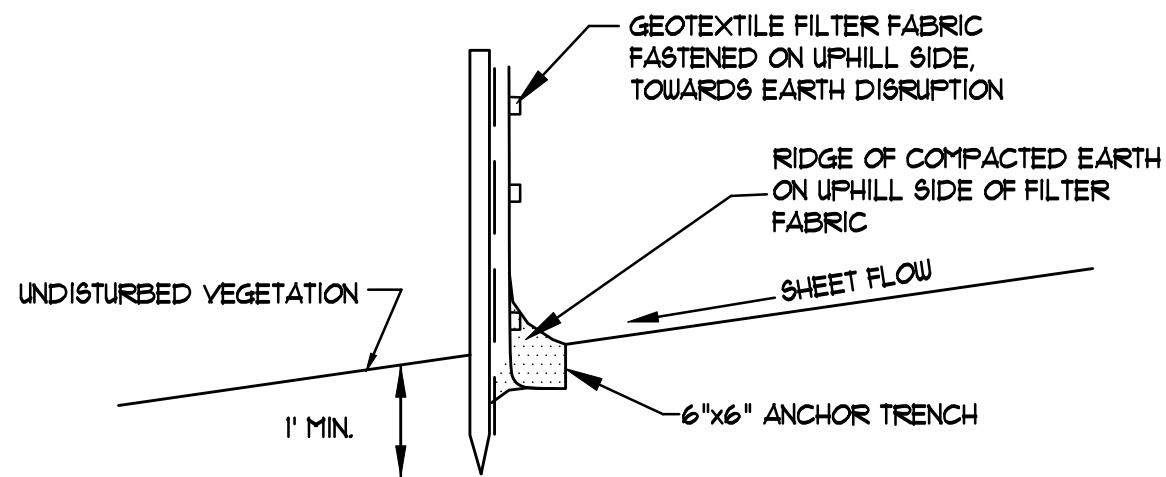
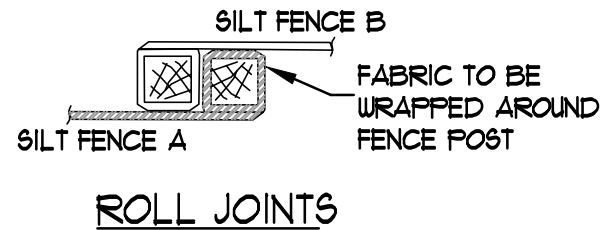
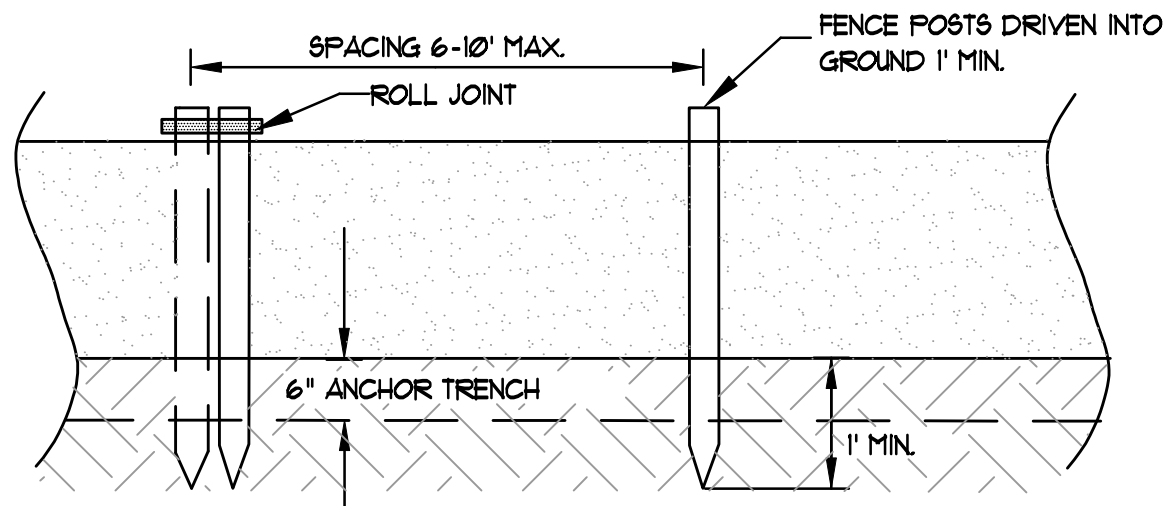




PROPOSED PLAN

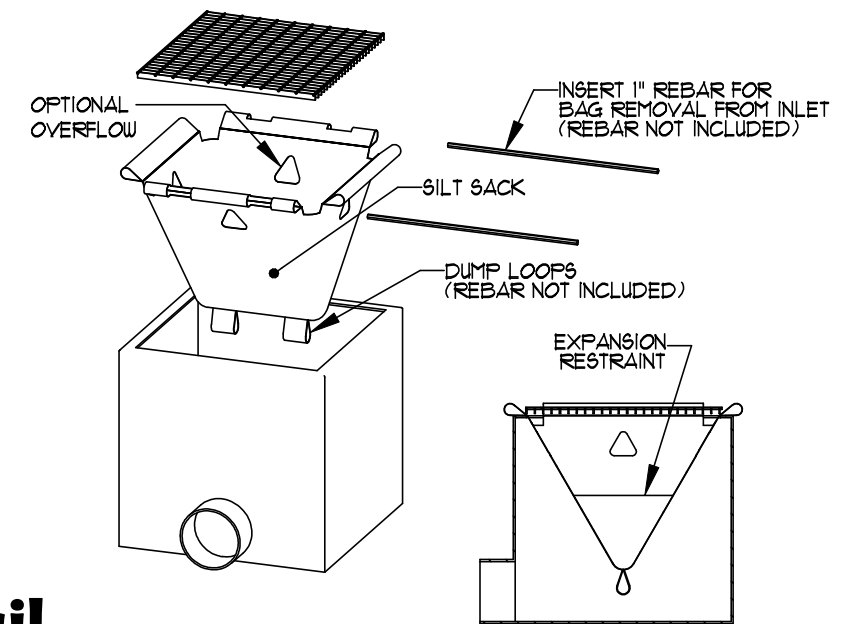
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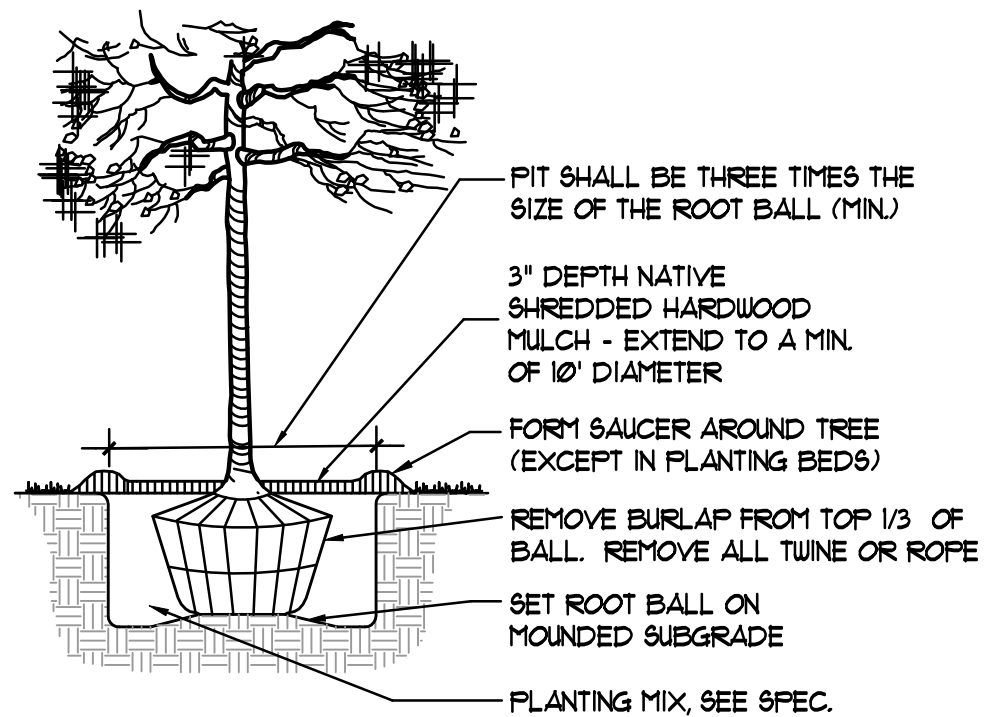
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VIRIDIS
Design Group
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DATE: 12/19/22
SCALE: 1"-10'
PROJECT #: 1424

PROJECT NAME:
SOUTH DRAKE RD
NON-MOTORIZED PATH
OSHTEMO TWP, MICHIGAN



4



Memorandum



Date: 14 February 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: Handbook Revision Request to Add Positions Eligible for Cell Phone Reimbursement

Objective

Seeking Board consideration to revise the Employee Handbook to add back list that was omitted during Handbook reorganization, and also to add the new Construction Site Inspector position to this list.

Background

While completing the Handbook reorganization, the list of approved positions that receive the \$25 per paycheck cell phone reimbursement was omitted.

Information Provided

Section 7.3 – Cell Phone Policy Redline

Core Values

Fiscal Stewardship, Public Service, Professionalism

SECTION 7- USE OF TOWNSHIP RESOURCES



7.3- CELL PHONE USE POLICY

Purpose: The purpose of this section is to establish the policy for the use and provision of cell phones and the payment for their service plans.

Scope: This policy applies to all Township Employees and Elected Officials.

Effective: ~~09/28/2022~~02/14/23

Revisions History: Formerly Appendix G (rev. 10/13/19, 07/28/11, 10/09/12, 10/08/13, 08/09/16; eff. 06/08/21; eff 09/28/22)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the “Definitions and General Provisions” section of this *Employee Handbook*.

POLICY

- A. **Individuals Required to Have Cell Phones.** The Township will provide cell phones and a selected service plan for individuals who the Township Board determines require cell phones at all times to further their official duties. This list includes the full time- (including the Elected Officials, Ordinance Enforcement Officers, Maintenance Department, IT Department, Construction Site Inspector, Fire Chief, Deputy Fire Chief, Assistant Fire Chief, and those Firefighters the Fire Chief determines require cell phones, and the Full-Time Employees on the Board approved list).
1. **Township Cell Phones With Personal Use.** Township Employees and Elected Officials required to have a cell phone, but who do not use this cell phone for personal use, will not incur any expense. Those Employees and Elected Officials wishing to use the Township cell phone for personal use may do so by paying one-half (1/2) of the per month cost for the service in addition to any other charges not deemed necessary by the Township.
 2. **Township Cell Phones Without Personal Use.** Those Employees and Elected Officials required to have a cell phone at all times, but who wish to maintain their own cell phone service may request reimbursement of up to one-half (1/2) of the cost of the Township’s service plan.
- B. **Periodic Cell Phone Use.** Township Employees and Elected Officials with duties and responsibilities which take them from the Township Offices should have a cell phone available while on Township business. Employees and Elected Officials have the option of using their own cell phone and making that phone number available to the Township, or, in the alternative, securing a cell phone from the front desk by logging one out and

returning it upon their return from the field.

Memorandum

Date: 14 February 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: 401(a) & 457(b) Retirement Plan Contributions on Statutory Overtime Hours Worked



Background

In December 2022, Human Resources identified and elevated an issue relating to Statutory Overtime hours not receiving employer retirement plan contributions. For Firefighters, Statutory Overtime is defined as normally scheduled hours worked in excess of 106 hours per 14-day work period. Since the Statutory Overtime hours are normally scheduled hours, and the employee is required to work those hours according to their shift, they should receive the employer retirement plan contribution (and match, where applicable) on those worked hours according to their regular pay rate.

Request to Board

Requesting Board consideration to correct an administrative error for the employer retirement plan contribution & match for 24-hour Firefighters on Statutory Overtime hours worked, as well as backpay for the affected employees back to date of full time hire for 24-hour Firefighter positions. See below for cost totals.

1. Backpay for 2016-2022
 - a. Based on employee's pay rate on 12/31/22, assuming 238 hours of Statutory Overtime was worked annually since date of full time, 24 hour shift, hire date.
 - b. Total cost: \$22,600 (see budget amendment)
 - c. Employees affected: 14
2. Backpay for 2023
 - a. Based on employee's pay rate on 01/01/23, and based on actual Statutory Overtime hours worked to date in 2023
 - b. Total cost: \$500
 - c. Employees affected: 14

Core Values

Integrity, Professionalism

Memorandum



Date: February 9, 2023
To: Township Board
From: Iris Lubbert, Planning Director
Subject: **Consideration of Atlantic Avenue Property Purchase with DDA**

Objective

Proposed Motion: I move to adopt a resolution to enter into an Installment Purchase Agreement with the Mary Jane Kinney Revocable Trust to purchase 6227 Stadium Drive on behalf of the Oshtemo Downtown Development Authority.

Background

At their regular January 24th meeting, the Township Board discussed and provided their support to proceed with the purchase of 6227 Stadium Drive for \$1,030,000.00, in partnership with the DDA, through an Installment Purchase Agreement. With Township Board support, the final details for the purchase have been coordinated. Highlights are provided below:

- Purchase price \$1,030,000.00
- Interest rate of 4.75%
- Once purchased the property would become the Township's
- Payments will be made by the DDA in full
- No penalty for paying off the loan early
- Changes to the site (including any demolition and construction) can occur before the loan is paid off
- Current property owner to cease commercial business operations and rent the Single-Family home onsite for 2 years (a lease will be entered, and rental insurance required to protect the Township).

A copy of the Final Installment Purchase Agreement and other supporting documentation, including the January 24th memo with additional details about the project, are attached to this memo for final consideration.

Information Provided

Final Installment Purchase Agreement
Resolution to enter into the Installment Purchase Agreement with the DDA
Updated amortization schedule
Legal opinion
January 24th TB memo

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

ACT 99 INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed on behalf of the Oshtemo Charter Township Downtown Development Authority (hereinafter DDA) on this _____ day of _____, 2023 (hereinafter Agreement), by and between the **Charter Township of Oshtemo**, Kalamazoo County, Michigan, organized and existing under the Constitution and laws of the State of Michigan (hereinafter Township), and the **Mary Jane Kinney Revocable Trust dated March 22, 2006**, 6227 Stadium Drive, of Kalamazoo, Michigan 49009 (hereinafter "Kinney Trust")

WITNESSETH:

WHEREAS, the Township desires to acquire real property to further growth and development within the DDA by entering into the Installment Purchase Agreement with the Kinney Trust; which incorporates the Terms of the Real Estate Buy and Sell Agreement dated June 24, 2022, between the Kinney Trust and the DDA; and,

WHEREAS, the Township desires to pay for such acquisition substantially through an Installment Purchase Agreement as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended; and

WHEREAS, Kinney Trust is willing to provide the required funding for such Acquisition through an Installment Purchase Agreement for the balance of the costs of the project;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, it is hereby agreed between the parties hereto as follows:

Section 1. Definitions. The following terms wherever used in this Agreement shall have the following meanings, unless the context shall indicate another or different meaning:

Act 99 means Act 99 of the Public Acts of Michigan of 1933, as amended.

Agreement means this Installment Purchase Agreement, by and between the Township and the Contractor.

Code means the Internal Revenue Code of 1986, as amended. Reference to the Code shall also include applicable regulations and proposed regulations thereunder and any successor provisions thereof.

Section 2. Agreement Documents. The agreement documents pertinent to this Agreement consists of the written Real Estate Buy and Sell Agreement dated June 24, 2022

together with the within Installment Purchase Agreement, and the same constitutes the entire agreement between the parties and supersedes any prior negotiations, representations, or oral agreements between the parties.

Section 3. Purchase Price and Method of Payment. The Township shall pay the Kinney Trust for its performance of the within Agreement, the sum of \$1,030,000, of which \$750,000 will be paid through this Installment Purchase Agreement, subject to any change orders in the project approved by the Township.

On the date of closing, the Township shall pay to the Kinney Trust such amount of said purchase price as equates to the amount of the project not to be financed under this Agreement. The balance of the purchase price shall be paid to the Kinney Trust in accordance with the payment schedule in installments together with interest at the rate of 4.75% annum on the unpaid balance, in annual installments with the first installment of \$91,846.68 including principal plus interest. The same annual payments shall be made each year thereafter until the full sum of \$730,00.00 has been paid, together with accrued interest.

The first annual payment shall be due and payable on _____ 2023, and the second on the same date of each and every year thereafter until the full amount of \$730,000.00, together with the interest, has been paid. The Township shall have the right to make extra payments on its obligation to the Kinney Trust or to Kinney Trust's assignee and to pay the same in full prior to maturity and without penalty. The Township pledges its limited full faith and credit as security for the payment of the foregoing Agreement obligation.

Section 4. Conditions of Any Contractor's Assignment. In the event the Kinney Trust assigns the Township's obligation under the within Agreement to a third party, such as but not limited to First National Bank of Kalamazoo, the Township upon notification of such assignment shall make all payments directly to such third party at such place as said third party may from time to time designate. The Kinney Trust shall not be an agent of the third party for any purpose and shall not have the authority to change or modify the within Agreement or any related document or instrument in any way which would affect such payment obligation without the approval of both the Township and any third-party assignee. The Township's payment obligation to such third-party assignee under this Agreement shall not be subject to any claim, defense, setoff, or counterclaim that the Township may now or hereafter have against the Kinney Trust whether related or unrelated to the proposed project. The Kinney Trust, however, shall remain subject to any of such Township claims or defenses which shall not be eliminated or decreased by the aforesaid Kinney Trust 's assignment.

The Township represents to the Kinney Trust and to any third-party assignee of the Kinney Trust that the interest due under the within Agreement is tax exempt within the meaning of Section 265(b)(3)(8) of the Internal Revenue Code of 1986. If for any reason

such interest is held not be tax exempt causing the Kinney Trust or its third-party assignee to pay income taxes upon such interest, interest due under such Installment Purchase Agreement shall be recomputed from the date interest payments accrue under said Agreement and shall be converted to tax equivalent rate of 4.75%.

If there is a change in the Code or regulations, or in the interpretation thereof by any court, administrative authority, or other governmental authority, (other than an event of taxability as described above) which takes effect after the date of this letter and which changes the effective yield on the Agreement to the Kinney Trust or its assignee including but not limited to changes in federal income tax rates, the interest rate on the Agreement shall change accordingly to compensate for such change in effective yield on the Agreement.

Section 5. Township Warranties. This Contract constitutes the valid and binding obligation of the Township, enforceable in accordance with its terms. The Township further warrants and represents that the Township is a municipal corporation duly organized and validly existing and in good standing under MCL §42.1, as amended, and that the Township has full power and authority to enter into and perform its obligations under this Contract; that the execution, delivery and performance thereof by the Township have been duly authorized by appropriate action of the Township Board and will not violate any provision of the Charter Township Act or other law or any law, rule, order, judgment, contract or agreement that is binding upon the Township; that the Township has designated, by an appropriate resolution, in accordance with Section 265(b)(3)(B) of the Internal Revenue Code of 1986, the obligation of the Township evidenced by this Contract is a "qualified tax-exempt obligation"; that the Township has not designated or issued and does not reasonably expect during the current calendar year to designate or issue more than \$10,000,000.00 (1¼% of its taxable value) of its obligations as "qualified tax-exempt obligations"; and that this Contract does not constitute a "private activity bond" within the meaning of the Internal Revenue Code of 1986.

Section 6. Late Payments. Any payments due and unpaid under this Agreement shall bear additional interest from the date payment is due to the date payment is made at the rate of one percent per month or fraction thereof.

Section 7. Useful Life of Project. The Township represents and warrants that the useful life of the property substantially exceeds the period of the financial obligation of the Township to the Kinney Trust.

Section 8. Representations of Contractor. The Kinney Trust represents and warrants that it has legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder, and that the person executing this Agreement does so on behalf of the Kinney Trust and with its full authority; that it understands the terms of the within Agreement, and that it is binding upon and fully enforceable against said Trust.

Section 9. Indemnification by Contractor. The Kinney Trust agrees to defend, indemnify and save harmless the Township, its officials, employees, departments, and agents from all liability, claims, demands, judgments, and expenses to persons or property occasioned wholly, or in part, by acts or omissions of the Kinney Trust, its agents, employees, or subcontractors pursuant to this Agreement.

Section 10. Indemnification by Township. To the extent permitted by the laws and the constitution of the State of Michigan, the Township shall protect, hold harmless, and indemnify the Kinney Trust from and against any and all liability obligations, losses, claims, and damages whatsoever, and expenses and fees in connection therewith arising out of the financing due the Kinney Trust under this Agreement.

Section 11. Transfer of Ownership. Upon completion of the sale in accordance with the terms of the Buy and Sell Agreement as certified by the Contractor and the County Building Inspector, the property shall be transferred to the ownership and jurisdiction of the Township by Warranty Deed, free and clear of all liens and encumbrances other than the Township's indebtedness to the Kinney Trust or its assignee under the within Agreement.

Section 12. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, or by telegram and confirmed the same day by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Mary Jane Kinney Revocable Trust,
Dated March 22, 2006
PO Box 407
Oshtemo, MI 49077

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates, or other communications may be sent.

Section 13. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto.

Section 16. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, promises, guarantees, or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

Section 19. Time and Amendments. Time is deemed to be of the essence of this Agreement. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of both the Township and the Contractor, and Contractor's third-party assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authority of its Board of Trustees and Board of Directors respectively on the day and date first above written.

Signed in the presence of:

OSHTEMO CHARTER TOWNSHIP

Libby Heiny-Cogswell, Supervisor

Clare Buszka, Clerk

MaryJane Kinney Revocable Trust
Dated March 22, 2006

Mary Jane Kinney Trustee

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION APPROVING INSTALLMENT PURCHASE AGREEMENT
WITH**

The Mary Jane Kinney Trust Dated March 22, 2006, February 14, 2023

At a regular meeting of the Township Board of Oshtemo Charter Township, held on February 14, 2023, at the Township Hall, which meeting was held in accordance with the Open Meetings Act of the State of Michigan, the following preamble and resolution were offered by Board Member _____, and supported by Board Member _____

WHEREAS, Oshtemo Charter Township Board determines it to be necessary for the public health, safety and welfare of the Township, its residents on behalf of the Oshtemo Charter Township Downtown Development Authority (DDA) to purchase property located in Section 26 of the Township to further the growth and development within the DDA area; and,

WHEREAS, under the provisions of Act 99 of the Public Acts of Michigan of 1933, as amended, the Township Board is authorized to enter into an agreement for the purchase of property for public purposes to be paid for in installments over a period of not to exceed the useful life of the property but no more than 15 years as determined by resolution of the Township Board; and,

WHEREAS, the outstanding balance of all such purchases by the Township under said Act 99, exclusive of interest, shall not exceed one and one-quarter percent (1-1/4 %) of the taxable value of the real and personal property of the Township at the date of such contract or agreement of purchase; and,

WHEREAS, the purchase of the aforesaid property, pursuant to an Installment Purchase Agreement, will not result in the outstanding balance of all such purposes to be in excess of the limitations contained within said Act 99 as above set forth; and,

WHEREAS, the DDA with the approval of Township Board has entered into a Real Estate Buy and Sell Agreement with the Mary Jane Kinney Revocable Trust, dated March 22, 2006 Kinney Trust to purchase real property for the purchase price of \$1,030,000.00, of which \$730,000 will be paid through an Installment Purchase Agreement, subject to any change orders approved by the Township; and,

WHEREAS, the Township Board has determined that such acquisition and purchase price is reasonable and in the best interest of the DDA and Township, its residents and property owners; and.

WHEREAS, funds have been pledged by the DDA to the Township for such acquisition of such purchase price which is proposed to be paid by the Township to the

Kinney Trust in installment payments over a 10 year period, together with interest at 4.75% per annum on the unpaid balance; and,

WHEREAS, the Township Board has reviewed a proposed Installment Purchase Agreement with the Kinney Trust for the acquisition of said property appears reasonable and proper to accomplish such installment purchase.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Act 99 Installment Purchase Agreement attached hereto with the Kinney Trust is hereby approved and the Township Supervisor and Clerk are hereby authorized and directed to execute the same on behalf of the Township.
2. The useful life of the property is hereby determined to be at least 10 years.
3. The Supervisor and Clerk are further hereby authorized and directed to execute any additional documents as shall be necessary to effectuate the closing of the Installment Purchase Agreement.
4. The Township hereby agrees to include in its budget for each year during the period of the within Installment Purchase Agreement a sum sufficient to pay the principal and interest coming due under said Installment Purchase Agreement before the beginning of each fiscal year pertinent to such installment payments. In addition, the Township Board hereby pledges its limited full faith and credit for the payment of the installments due under such Installment Purchase Agreement.
5. The Township hereby designates its obligations under the Agreement as "qualified tax exempt obligations" for purposes of the deduction of interest due under said Installment Purchase Agreement from income tax liability pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
6. The Township Board covenants that to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the aforesaid Installment Purchase Agreement from adjusted gross income for general federal income tax purposes under the aforesaid Internal Revenue Code including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement, and to prevent such proceeds from being or becoming "private activity bonds" as the term is used in Section 141 of said Internal Revenue Code.

7. The acquisition of the aforesaid property and the approval of the Installment Purchase Agreement therefore are hereby found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents and property owners of the Oshtemo Charter Township.
8. All resolutions or parts of resolutions insofar as they conflict with the provisions of the within Resolution are hereby rescinded to the extent of any such conflict.

Upon roll call vote the following voted "aye:"

The following voted "nay:"

The Supervisor declared the Resolution duly adopted.

OSHTEMO CHARTER TOWNSHIP

Dusty Farmer , Clerk

CERTIFICATION

The undersigned certifies that the foregoing Resolution is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of Oshtemo, at a regular/special meeting of said Board held on February 14, 2023; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act of Michigan; that a quorum of the Township Board members was present; and that the foregoing Resolution is a part of the official minutes of the meeting held on said date.

Dusty Farmer , Clerk

Attest:

Libby Heiny-Cogswell , Supervisor

Beginning Balance	Interest	Principal	Interest + Principal	Ending Balance
\$ 730,000.00	\$ 33,413.74	\$ 58,432.94	\$ 91,846.68	\$ 671,567.13
\$ 671,567.13	\$ 30,576.95	\$ 61,269.73	\$ 91,846.68	\$ 610,297.47
\$ 610,297.47	\$ 27,602.47	\$ 64,244.21	\$ 91,846.68	\$ 546,053.30
\$ 546,053.30	\$ 24,483.54	\$ 67,363.14	\$ 91,846.68	\$ 478,690.21
\$ 478,690.21	\$ 21,213.21	\$ 70,633.47	\$ 91,846.68	\$ 408,056.79
\$ 408,056.79	\$ 17,784.08	\$ 74,062.60	\$ 91,846.68	\$ 333,994.26
\$ 333,994.26	\$ 14,188.50	\$ 77,658.18	\$ 91,846.68	\$ 256,336.15
\$ 256,336.15	\$ 10,418.37	\$ 81,428.31	\$ 91,846.68	\$ 174,907.91
\$ 174,907.91	\$ 6,465.22	\$ 85,381.46	\$ 91,846.68	\$ 89,526.50
\$ 89,526.50	\$ 2,320.14	\$ 89,526.54	\$ 91,846.68	\$ -

**LEGAL OPINION ON AUTHORITY OF OSHTEMO CHARTER TOWNSHIP
TO EXECUTE AN ACT 99 INSTALLMENT PURCHASE AGREEMENT**

The undersigned, James W. Porter, in-house counsel for Oshtemo Charter Township, hereby issues the following opinion on the validity of the Act 99 Installment Purchase Agreement between the Township and the Mary Jane Kinney Revocable Trust, dated March 22, 2006.

1. The Oshtemo Charter Township Board has authority to enter into the aforesaid Agreement and to perform the Township's obligations thereunder; that said Agreement constitutes a legal, valid, and binding obligation of the Township, enforceable in accordance with its terms for the duration thereof; is not subject to any amendment not acceptable to all parties thereto; and may not be unilaterally rescinded by Oshtemo Charter Township.
2. The Oshtemo Charter Township Board adopted resolutions authorizing the execution of the aforesaid Agreement by the Supervisor and Clerk of the Township on behalf of the Township at meetings called and conducted in accordance with the Michigan Open Meetings Act and by a majority of a quorum present at such meeting.
3. That in the opinion of the undersigned, the interest due upon the unpaid balance of principal under said Agreement is exempt from Federal and State of Michigan income taxes as a municipal obligation for strictly public purposes.
4. The Township Board has designated the obligations of the Charter Township of Oshtemo under its contract with the Mary Jane Kinney Revocable Trust, dated March 22, 2006 is a "qualified tax-exempt obligation" for purposes of the deduction of interest due under said Installment Purchase Agreement from income tax liability pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Dated: _____, 2023

James W. Porter
Counsel for Oshtemo Charter Township

Memorandum



Date: January 19, 2023
To: Township Board
From: Iris Lubbert, Planning Director
Anna Horner, Public Works Director
Subject: Discussion on property acquisition for future Atlantic Avenue extension

Objective

Board discussion on the Oshtemo Downtown Development Authority's (DDA) recommendation to acquire 6227 Stadium Drive for \$1,030,000.00 with cooperation of the Township through an Installment Purchase Agreement for future Atlantic Avenue extension. No financial contribution is requested.

Background

The adopted Township Master Plan sets forth local goals, objectives, and policies for community growth and/or redevelopment. The adopted 2019 Village Theme Development Plan, a portion of the adopted Master Plan that focuses on the Oshtemo Village Area (aka DDA boundaries), includes a Future Circulation Plan identifying desired roadways that would improve the safety for all user types, improve the connectivity of the Townships transportation network, and/or implement desired character and growth.

The Oshtemo Downtown Development Authority, an extension of the Township Board, is tasked with implementing the Village Theme Development Plan. When the DDA learned that 6227 Stadium Drive was for sale, they recognized the opportunity to not only implement a portion of the plan but also to improve the overall safety and circulation for the district and larger community. 6627 Stadium Drive is unique because of its size and that it has frontage on Stadium Drive and Parkview Avenue. By purchasing this property, the DDA would ensure that the desired road connection, identified in the attached Future Circulation Plan excerpt, could be implemented. In addition to implementing a component of the Master Plan, this project would allow for the reconfiguration of the Parkview Ave and Atlantic Ave intersection and seek to create a new intersection on Stadium Drive with the intent to eliminate the intersection at Parkview Ave and Stadium Dr. The 9th Street and Stadium Drive intersection has been identified as one of the most dangerous intersections in the County, see attached crash data. Many of these accidents are due to the proximity of the Parkview and Stadium intersection and current configuration. These improvements would be major safety benefits for *all* user types through this corridor and best accommodate future developments and the success of the Village Area.

Over the past year the DDA has worked with the property owner, financial advisors, legal advisors, and Township staff to find a way to purchase the property in the most fiscally responsible way. An Installment Purchase Agreement, which would require to Township Board to act as a co-signer, was identified as the best option. Further explanation of and details about the Installment Purchase Agreement is attached. The DDA Board has identified this project as a priority and, with the Township Boards' consent, shall commit future funds to pay for the full purchase of the property. A Debt Service evaluation was completed, see attached, to ensure the DDA can commit to repayment while continuing their other obligations. No financial contribution from the Township is needed for the property purchase. If Township Board is in favor of proceeding, a final Installment Purchase Agreement shall come to the Township Board for approval at a future meeting.

Core Values: Integrity, Fiscal Stewardship, Innovation

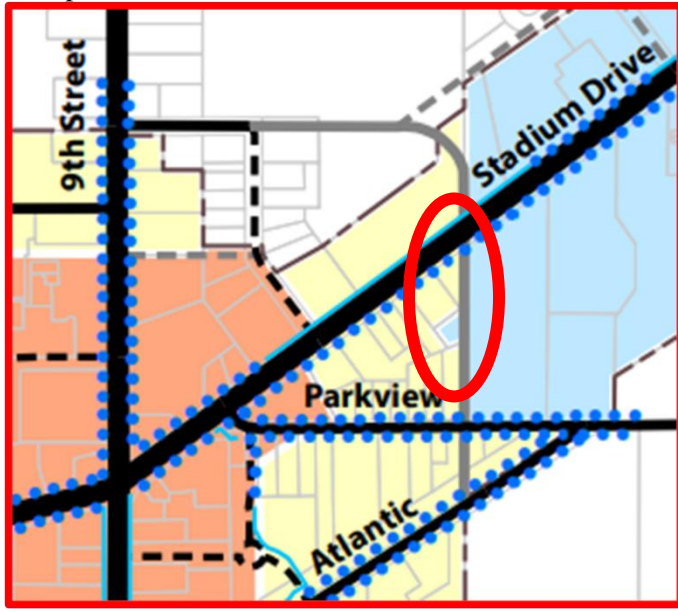
Acquisition Details:

- Purchase price \$1,030,000.00
- Once purchased the property would become the Township's
- Payments will be made by the DDA in full
- No penalty for paying off the loan early
- Current property owner to cease commercial business operations and rent the Single-Family home onsite for 2 years (a lease will be entered, and rental insurance required to protect the Township).

Property under consideration: 6227 Stadium Drive



Excerpt from the DDA District Future Circulation Plan: (area of interest circled in red)



206 Crashes **2017-2021 CRASH HISTORY REPORT**

View Crashes by Category: Select ...

