



7275 West Main Street  
Kalamazoo, MI 49009 269.375.4260 phone  
269.375.7180 fax  
[www.oshtemo.org](http://www.oshtemo.org)

Refer [www.oshtemo.org](http://www.oshtemo.org) home page for Virtual Meeting Information  
**Agendas**

**Joint Boards Meeting**  
Oshtemo Township Board  
Planning Commission  
Zoning Board of Appeals  
Downtown Development Authority (DDA)  
South Drake Road Corridor Improvement Authority (SoDA)  
Oshtemo Friends of the Parks

**6:00 p.m.**  
Tuesday, October 20, 2020

1. Call to Order
2. Public Comment
3. Board Updates

**Special Meeting Township Board**  
**7:15 pm**

1. Call to Order
2. Public Comment on Non-Agenda Items
3. Consent Agenda
  - a. Approve Minutes - September 22, 2020, Regular Meeting
  - b. Receipts & Disbursements Report
  - c. Revenue/Expenditure Report
  - d. Southwest Michigan Building Authority 2021 Budget
  - e. Third Quarter Budget Amendments
  - f. Kalamazoo Valley Intergovernmental Ambulance Agreement
  - g. Fire Department Policies
4. Update from Kalamazoo County (Law Enforcement Training)
5. Consideration of Child and Adult Foster Care Facilities Amendments – First Reading
6. Consideration of 2021 Budget – Set Public Hearing for November 10th, 2020
7. Consideration of 2021 Capital Improvement Plan & 2022-2025 Illustrative Capital Plan
8. Consideration of Interlocal Agreement Naming Aaron Powers, WCA, the Designated Assessor for Kalamazoo County (1-1-2021 through 12-1-2025) per 2018 Property Tax Act Amendment
9. Consideration of Police Protection Contract Amendment
10. Other Township Business
11. Public Comment
12. Board Member Comments
13. 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](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.

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

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

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

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

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

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

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am- 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://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](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Grant Taylor	216-5221	<a href="mailto:gtaylor@oshtemo.org">gtaylor@oshtemo.org</a>
<b><u>Trustees</u></b>		
Cheri L. Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Deb Everett	375-4260	<a href="mailto:deverett@oshtemo.org">deverett@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Ken Hudok	548-7002	<a href="mailto:khudok@oshtemo.org">khudok@oshtemo.org</a>

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

## 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: 851 4545 5358**

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 toll-free teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **851 4545 5358#**

### 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.**

Calculations as of 09/30/2020

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY A THRU 09/30/20	2021 BOARD APPROVED BUDGET
<b>ESTIMATED REVENUES</b>					
Dept 000 - ASSETS & LIABILITIES/CASH ON HAND					
542-000-99999	Carryover	34,935	65,160	0	77,040
Totals for dept 000 - ASSETS & LIABILITIES/CASH ON		34,935	65,160	0	77,040
Dept 001 - REVENUE					
542-001-47500	Miscellaneous	0	0	69	100
Recurring FOIA Revenue					85
542-001-61100	Bldg Services to Others	0	0	0	0
542-001-61400	Bond Forfeiture	0	0	0	0
542-001-61600	Building Permits	375,000	200,000	228,349	200,000
542-001-61615	Plan Review	3,000	6,000	25,467	25,000
542-001-61700	Electrical Permits	94,000	50,000	68,724	50,000
542-001-61800	Mechanical Permits	90,000	80,000	69,063	80,000
542-001-61900	Plumbing Permits	55,000	50,000	44,237	50,000
542-001-66400	Interest on Investments	200	1,000	479	1,000
Totals for dept 001 - REVENUE		617,200	387,000	436,388	406,100
<b>TOTAL ESTIMATED REVENUES</b>		<b>652,135</b>	<b>452,160</b>	<b>436,388</b>	<b>483,140</b>

Calculations as of 09/30/2020

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY A BOARD THRU 09/30/20	2021 APPROVED BUDGET
<b>APPROPRIATIONS</b>					
Dept 371 - BLDG AUTHORITY					
542-371-66401	Permit Refunds	0	0	0	0
542-371-70200	Salaries	146,000	145,000	103,708	155,000
	Building Official				73,470
	Office Manager				44,444
	Administrative Assistant				36,556
			<b>GL # FOOTNOTE TOTAL:</b>		<b>154,470</b>
542-371-70201	Hourly	105,000	0	0	0
542-371-70300	Building Board of Appeals	0	300	0	0
542-371-70400	In Lieu of Insurance	1,170	810	225	1,170
542-371-71500	Payroll Taxes - FICA	17,000	11,600	7,774	12,360
542-371-71600	Health Insurance	36,500	36,000	30,538	42,500
	Blue Cross Blue Shield (\$3,535.01 / month)				
542-371-71602	Disability/Life Insurance	1,650	1,650	1,150	1,735
542-371-71603	Work Comp Insurance	2,500	2,500	539	2,500
542-371-71700	HSA	4,275	4,275	4,272	4,275
542-371-72200	Pension Plan	17,500	11,600	9,717	12,360
542-371-72500	Clothing Allowance	500	500	0	1,500
542-371-72600	Board Member At Large Stipend	480	450	270	390
542-371-72700	Miscellaneous	500	500	0	0
542-371-72800	Supplies	7,500	3,500	2,952	3,000
542-371-72801	Equipment/Maintenance	1,450	1,450	642	850
542-371-73000	Postage/Shipping	0	0	0	500
542-371-75100	Vehicle Gas/Maintenance	10,000	5,000	4,559	3,000
542-371-75101	General Insurance	12,000	6,400	1,730	6,400
542-371-81100	Electrical Inspector	37,000	30,000	28,825	35,000
542-371-81101	Plan Review	2,500	6,000	24,589	20,000
542-371-81200	Mechanical Inspector	31,000	25,000	25,600	30,000
542-371-81300	Plumbing Inspector	30,000	41,000	25,535	35,000
542-371-81400	Building Inspector	0	10,000	6,650	10,000
	Back-up for Building Official (25 PTO days at 8 inspections / day).				
542-371-82400	Consultants	5,000	0	0	0
542-371-82500	Accounting/Audit Fees	20,000	13,000	10,015	13,000
542-371-82600	Legal Fees	10,000	10,000	2,730	5,000
542-371-82700	IT Support/Website Host	22,000	20,000	14,864	35,000
	Aunalytics (\$2,175 / month)				26,100
	Hotspot (\$70 / month)				840
	Web Hosting (Annual)				300
	BS&A Software (Annual) (AP, CR, GL, PR, BD)				5,100
	Adobe Acrobat Pro (Annual)				204
			<b>GL # FOOTNOTE TOTAL:</b>		<b>32,544</b>
542-371-85300	Telephone	4,000	5,000	4,235	4,600
	Cell Phone Reimbursement (Building Official)				600
	Telnet				4,000
			<b>GL # FOOTNOTE TOTAL:</b>		<b>4,600</b>
542-371-87000	Mileage	3,000	1,500	455	500
542-371-92500	Facility Rent	20,000	20,000	20,000	21,000
	\$1,000 Increase				
542-371-95600	Interest/Penalty IRS/State Withhol	0	0	60	0
542-371-95700	Bank Service Charges	360	500	340	500
542-371-95800	Education/Dues	8,000	4,000	1,570	4,000
	Metro Building Inspectors Association Membership				130
	Code Officials Conference of Michigan (COCM) Membership, Spring + Fall Conference				515
	Home Builders Association of SW MI (HBA) Dues				615
	Treasurer's Bond				150
			<b>GL # FOOTNOTE TOTAL:</b>		<b>1,410</b>
542-371-96300	Contingency	1,000	1,275	0	0
542-371-96800	Depreciation Expense	0	0	0	0
542-371-97600	Capital Outlay	5,000	1,350	1,648	22,000
	Color Plotter/Scanner				15,000
	Replace Three Computers				4,000
			<b>GL # FOOTNOTE TOTAL:</b>		<b>19,000</b>
542-371-97700	Capital Outlay-Vehicle	3,000	32,000	32,421	0
<b>Totals for dept 371 - BLDG AUTHORITY</b>		<b>565,885</b>	<b>452,160</b>	<b>367,613</b>	<b>483,140</b>
<b>TOTAL APPROPRIATIONS</b>		<b>565,885</b>	<b>452,160</b>	<b>367,613</b>	<b>483,140</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 542</b>		<b>86,250</b>	<b>0</b>	<b>68,775</b>	<b>0</b>
	BEGINNING FUND BALANCE	293,016	540,604	540,604	609,379
	ENDING FUND BALANCE	379,266	540,604	609,379	609,379

Reporting Month: **September** 2020

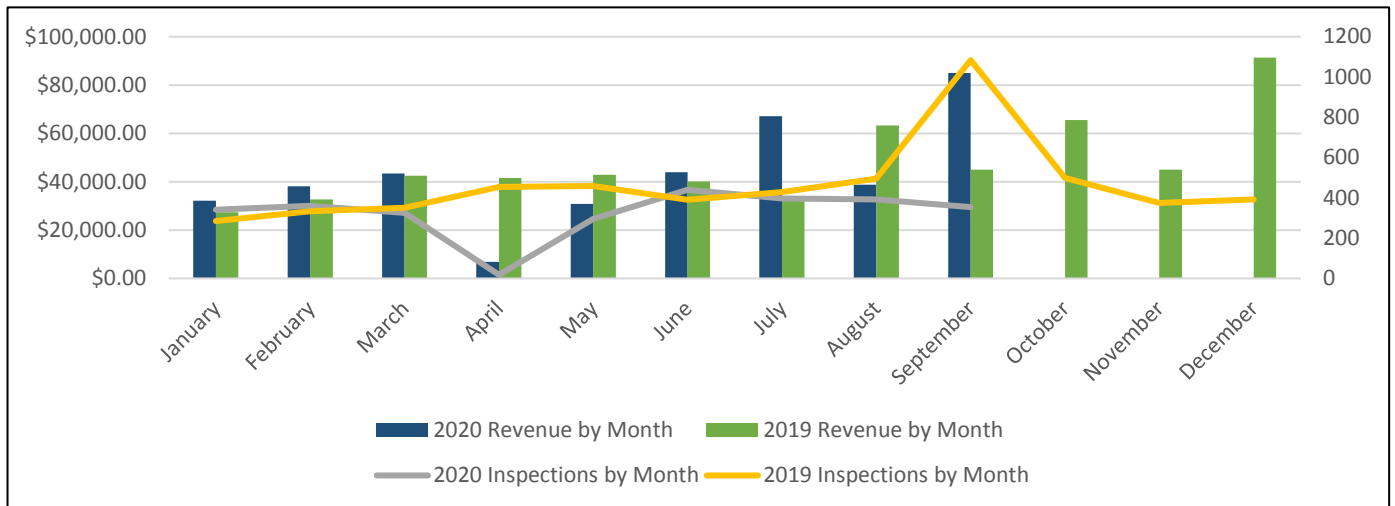
Prepared By: Kyle Gibson

### Permit Revenue

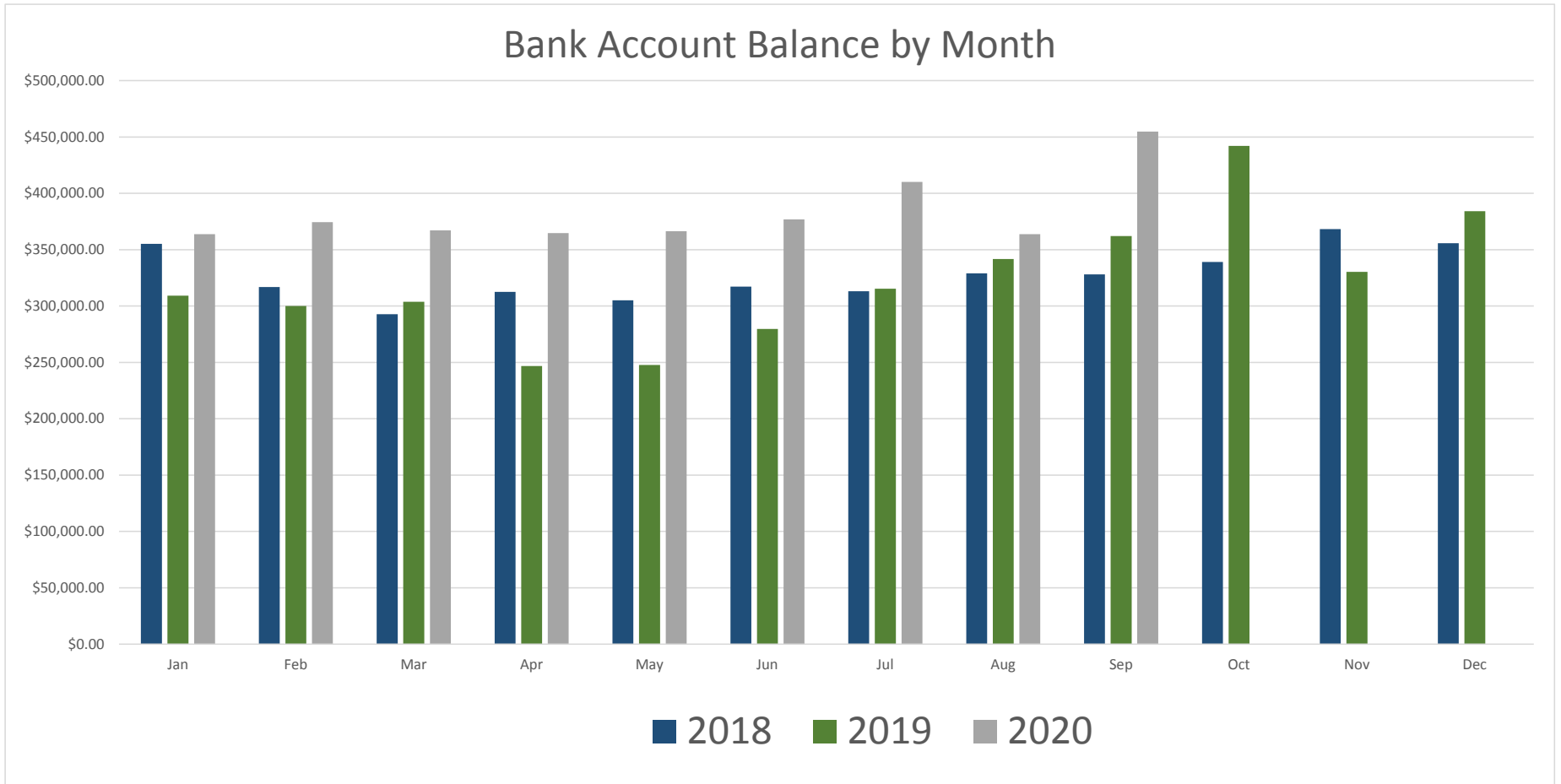
	Building	Electrical	Mechanical	Plumbing	Totals
Oshtemo	84	41	50	46	221
Revenue	\$64,541.00	\$5,540.00	\$5,711.00	\$8,330.00	\$84,122.00
YTD Oshtemo	389	246	320	250	1205
YTD Revenue	\$177,895.50	\$51,812.00	\$50,662.55	\$36,618.00	\$316,988.05
Cooper	34	11	22	6	73
Revenue	\$10.00	\$784.00	\$1,405.00	\$3,291.00	\$882.00
YTD Cooper	150	85	113	42	390
YTD Revenue	\$44,260.00	\$16,441.00	\$16,322.00	\$8,067.00	\$85,090.00
Total Permits	118	52	72	52	294
Total Revenue	\$64,551.00	\$6,324.00	\$7,116.00	\$11,621.00	\$85,004.00
YTD Total Permits	539	331	433	292	<b>1595</b>
YTD Total Revenue	\$222,155.50	\$68,253.00	\$66,984.55	\$44,685.00	<b>\$402,078.05</b>

### Inspections

	Building	Electrical	Mechanical	Plumbing	Totals
Oshtemo Inspections	118	51	43	54	266
Cooper Inspections	46	16	18	8	88
YTD Oshtemo Inspections	976	443	405	441	2265
YTD Cooper Inspections	318	151	137	95	701
Total Inspections	164	67	61	62	354
YTD Total Inspections	1294	594	542	536	<b>2966</b>



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	\$355,097.18	\$316,827.94	\$292,711.45	\$312,627.13	\$305,033.67	\$317,144.90	\$313,084.42	\$328,952.71	\$328,034.45	\$339,176.51	\$368,209.64	\$355,724.53
2019	\$309,114.20	\$300,098.15	\$303,811.00	\$246,716.30	\$247,770.31	\$279,624.65	\$315,434.78	\$341,724.68	\$362,110.12	\$442,134.66	\$330,290.83	\$384,052.26
2020	\$363,688.08	\$374,395.69	\$367,084.01	\$364,749.52	\$366,304.26	\$376,755.31	\$410,190.86	\$363,684.45	\$454,864.86			



1/1/2020 to 9/30/2020

Oshtemo Township Building Construction Value

Commercial	\$ 63,882,879.00
Residential	\$ 13,278,087.00
Oshtemo Totals	\$ 77,160,966.00

Cooper Township Building Construction Value

Commercial	\$ 103,000.00
Residential	\$ 6,195,020.00
Totals	\$ 6,298,020.00

Total Building Construction Value

Commercial	\$ 63,985,879.00
Residential	\$ 19,473,107.00
Total	\$ 83,458,986.00



Oshtemo Township 2020 3rd QTR Budget Amendment Request Summary

<b>General</b>			
Elections Supplies			\$ 5,000.00
New Hire Expenses			\$ 3,000.00
Legal fees			\$ 20,000.00
Sidewalk Design/Permitting			\$ 2,000.00
Mileage-Public Works			\$ 300.00
<b>Parks</b>			
Property Appraisal			\$ 4,000.00
<b>Fire</b>			
Fire Hose Replacement			\$ 7,000.00
Accounting/Audit Fees			\$ 6,000.00
Vehicle Operations			\$ 30,000.00
<b>Police</b>			
<b>Street Lighting</b>			
Accounting/Audit Fees			\$ 500.00
<b>SoDA</b>			
<b>Sewer</b>			
<b>Water</b>			
<b>DDA</b>			
Holiday Decorations			\$ 5,000.00
<b>Total New Expenditure</b>			<b>\$ 82,800.00</b>
<b>Revenue Increase/Reduction in expenditures</b>			<b>\$ 3,036,000.00</b>

# BUDGET AMENDMENT REQUEST

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

Date: 10/06/2020

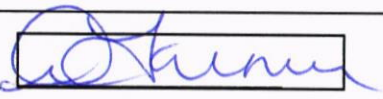
Department Head Name: Farmer

Fund Name: 101 General

		Amount	
Additional Funds Request for:	<u>101-191-72800</u>	Supplies	<u>\$ 5,000.00</u>
(description and GL number)	<u></u>		<u></u>
	<u></u>		<u>\$ 5,000.00</u>
Funds requested from:	<u>101-000-40100</u>	Carryover	<u>\$ 5,000.00</u>
(description and GL number)	<u></u>		<u></u>
	<u></u>		<u>\$ 5,000.00</u>

Explanation of request:

Elections: Due to the increase in demand for absentee ballots, which includes an increase in cost for outgoing and return envelopes, secrecy sleeves, and postage, a budget adjustment is necessary.

Clerk Review:   
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 09/17/2020

Department Head Name: Iris Lubbert

Fund Name:

		Amount	
Additional Funds Request for: (description and GL number)	Create new GL number	Holiday Decorations	\$ 5,000.00
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	\$ 5,000.00
Funds requested from: (description and GL number)	900-001-40100	Carryover	\$ 5,000.00
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	\$ 5,000.00

Explanation of request:

Creation of a new line item in the DDA's 2020 Budget - Holiday Decorations- and carrying over \$5,000.00 from the DDA's fund equity balance to this new line item. These \$5,000.00 will be used to decorate the Gateway Project, at Stadium and 9th, for this holiday season.

Supervisor Review:  Oct 1, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 08/24/2020

Department Head Name: Libby Heiny-Cogswell

Fund Name:

		Amount	
Additional Funds Request for:	<u>101.249.87200</u>	New hire Expenses	<input type="text" value="\$ 3,000.00"/>
(description and GL number)	<u></u>		<input type="text"/>
	<u></u>		<input type="text" value="\$ 3,000.00"/>
Funds requested from:	<u>101.001.401</u>	Carryover	<input type="text" value="\$ 3,000.00"/>
(description and GL number)	<u></u>		<input type="text"/>
	<u></u>		<input type="text"/>
	<u></u>		<input type="text" value="\$ 3,000.00"/>

Explanation of request:

Recruiting expenses have exceeded budgeted amount. Expenses include advertising, background checks, drug screen/physicals.

Supervisor Review:   
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 09/02/2020

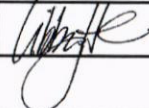
Department Head Name: M. Barnes, Fire Chief

Fund Name: 211 Fire Equipment

		Amount	
Additional Funds Request for: (description and GL number)	Fire Equipment (Fire Hose Replacement)	211-344-98000	\$ 7,000.00
			\$ 7,000.00
Funds requested from: (description and GL number)	Carryover	211-001-40100	\$ 7,000.00
			\$ 7,000.00

Explanation of request:

During this year's annual fire hose certification testing, the 3rd party vendor advised that per NFPA #1962 (section 4.8.1) they are not able to test hose that was manufactured before July 1987 and that it must be removed from service. That immediately retired 45 lengths (50' ea. = 2,250') of our 3" hose. This hose has been in service for 33+ years. With changes in our apparatus, we only need to replace 34 lengths (1,700') of the 45.

Supervisor Review:  Oct 1, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 08/20/2020

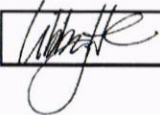
Department Head Name: M. Barnes, Fire Chief

Fund Name: 206 Fire Operations

		Amount	
Additional Funds Request for: (description and GL number)	<u>Accounting &amp; Auditing Fees</u>	<u>206-336-82500</u>	<u>\$ 6,000.00</u>
	_____	_____	_____
	_____	_____	<u>\$ 6,000.00</u>
Funds requested from: (description and GL number)	<u>Carryover</u>	<u>206-001-40100</u>	<u>\$ 6,000.00</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	<u>\$ 6,000.00</u>

Explanation of request:

Additional work for evaluation of costs.

Supervisor Review:  Oct 1, 2020  
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 08/20/2020

Department Head Name: M. Barnes, Fire Chief

Fund Name:

			Amount
Additional Funds Request for: (description and GL number)	Vehicle Operations (Maint. & Repairs)	206-340-86700	<input type="text" value="\$ 30,000.00"/>
	_____	_____	<input type="text"/>
	_____	_____	<input type="text" value="\$ 30,000.00"/>
Funds requested from: (description and GL number)	Carryover	206-001-40100	<input type="text" value="\$ 30,000.00"/>
	_____	_____	<input type="text"/>
	_____	_____	<input type="text"/>
	_____	_____	<input type="text"/>
	_____	_____	<input type="text" value="\$ 30,000.00"/>

Explanation of request:

Changeover cost for replacement staff cars to include emergency warning, equipment mountings, shelving... (\$16,840). Significant repairs to vehicle emission system on Eng. #511 (\$9,219). Replace rusted framing for pump housing on Engine 513 (\$8,208).

Supervisor Review:  Oct 1, 2020

(pending or date reviewed)

Board Authorization:

(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 09/15/2020

Department Head Name: James Porter

Fund Name: 101 General

		Amount	
Additional Funds Request for:	<u>20,000.00</u>		<u>\$ 20,000.00</u>
(description and GL number)	<u>101-223-82600</u>		
			<u>\$ 20,000.00</u>
Funds requested from:	<u>carryover</u>		<u>\$ 20,000.00</u>
(description and GL number)	<u>101-001-40100</u>		
			<u>\$ 20,000.00</u>

Explanation of request:

Outside legal fees need to be increased for the Solarek matter - currently in Federal Court. The Township intervened in the case in state court and removed the claims against the Twp. to Federal court. This was done in December 2019 after the budget was set in November. The increase cost is due to the Solareks' continuing actions against the Twp. and the Kellison Woods Association.

Supervisor Review:  Oct 1, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)



# BUDGET AMENDMENT REQUEST

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

Date: 08/31/2020

Department Head Name: Karen High

Fund Name: 107 Parks

			Amount
Additional Funds Request for: (description and GL number)	<u>Consultant</u>	<u>107-756-80800</u>	<u>\$ 4,000.00</u>
	_____	_____	_____
	_____	_____	<u>\$ 4,000.00</u>
Funds requested from: (description and GL number)	<u>Consultant</u>	<u>107-756-80800</u>	<u>\$ 4,000.00</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	<u>\$ 4,000.00</u>

Explanation of request:

Budget amendment needed to pay for property appraisal of 8443 W KL Ave property.

Unspent funds to cover this amendment are available in this GL number because the Fruitbelt Trail concept plan and acquisition grant were completed primarily inhouse and with volunteers.

Supervisor Review:  Oct 1. 2020  
(pending or date reviewed)

Board Authorization: \_\_\_\_\_  
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 10/01/2020

Department Head Name: Karen High

Fund Name: 107 Parks

			Amount
Additional Funds Request for:	<u>Grant Revenues</u>	<u>107-751-46200</u>	<span style="border: 1px solid black; padding: 2px;">\$ 109,200.00</span>
(description and GL number)	<hr/>	<hr/>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
	<hr/>	<hr/>	<span style="border: 1px solid black; padding: 2px;">\$ 109,200.00</span>
Funds requested from:	<u>Grant Revenues</u>	<u>107-751-46200</u>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
(description and GL number)	<hr/>	<hr/>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
	<hr/>	<hr/>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
	<hr/>	<hr/>	<span style="border: 1px solid black; padding: 2px;">\$ 0.00</span>

Explanation of request:

This is a request to increase the Grant Revenue line item in the Parks budget from \$13,650 to \$122,850, an increase of \$109,200.

These funds were anticipated in 2019 but delayed until 2020 due to project construction delays.

Supervisor Review:  Oct 1.2020  
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 10/08/2020


Department Head Name: M Elliott (Public Works)\*

Fund Name: 219 Street Lighting

		Amount	
Additional Funds Request for:	<u>219-506-82500</u>	Accounting & Audit Fees	<u>\$ 500.00</u>
(description and GL number)	<u></u>		<u></u>
	<u></u>		<u>\$ 500.00</u>
Funds requested from:	<u>219-506-40100</u>	Carryover	<u>\$ 500.00</u>
(description and GL number)	<u></u>		<u></u>
	<u></u>		<u></u>
	<u></u>		<u>\$ 500.00</u>

Explanation of request:

Anticipated fund share of audit fees through the end of FY 2020.

Supervisor Review:  Oct 8, 2020  
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 10/08/2020

Department Head Name: M Elliott (Public Works)


Fund Name: 101 General

		Amount	
Additional Funds Request for: (description and GL number)	<u>101-506-87000</u>	Mileage (Public Works Department)	<u>\$ 300.00</u>
	<u>101-506-95200.SANCOB</u>	Non-motorized elements of Contract B	<u>\$ 2,000.00</u>
			<u>\$ 2,300.00</u>
Funds requested from: (description and GL number)	<u>101-001-40100</u>	Carryover	<u>\$ 2,300.00</u>
			<u>\$ 2,300.00</u>

Explanation of request:

Line 1: Midyear the Public Works Department added a part-time employee, plus Covid-19 conditions that created an anticipated increase in mileage expenses.

Line 2: Additional engineering expense associated with the design & permitting of sidewalk extensions bid with Contract B of the proposed phase 1 sewer extension.

Supervisor Review:  Oct 8, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)

# BUDGET AMENDMENT REQUEST

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

Date: 10/08/2020


Department Head Name: M Elliott (Public Works)

Fund Name: 490 Sewer

		Amount	
Additional Funds Request for: (description and GL number)	<u>490-000-69600 -Revenue Increase</u>	Misc. Revenue (SAW Grant from EGLE)	<u>\$ 180,000.00</u>
	<u>490-000-8288.SAWENG - Exp Increase</u>	SAW Grant Engineering Fees (P&N)	<u>-\$ 90,000.00</u>
			<u>\$ 90,000.00</u>
Funds requested from: (description and GL number)	<u>490-000-40100</u>	Carryover (Amt Returned to Carryover)	<u>\$ 90,000.00</u>
			<u>\$ 90,000.00</u>

Explanation of request:

This budget adjustment is required because of the multi-year accrual obligations during the change-over between FY 2019 and 2020. There has been no change in project/grant amounts as currently approved by the Board. Note: Because SAW grant reimbursements have trailed expenditures, as this project ends in 2020, the Fund reserve (carryover) will increase by about \$90,000 to refund expenditures made in prior fiscal years. (Clerk Farmer concurrence)

Supervisor Review:  Oct 8, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)

# BUDGET AMENDMENT REQUEST

(Requesting to reduction in an expenditure line)

Date: 10/08/2020


Department Head Name: M Elliott (Public Works)

Fund Name: 101 General

		Amount	
Reduction Request for:	<u>101-506-97600.NMDRDR</u>	<u>Non-Motorized, KL to Stadium (TA-01)</u>	<u>\$ 282,000.00</u>
(description and GL number)	<u>101-506-97600.SWMHDR</u>	<u>Sidewalk, Maple Hill &amp; Croyden</u>	<u>\$ 473,000.00</u>
	<u>101-506-97600.NMS9TH</u>	<u>Sidewalk to Prairie Ridge School</u>	<u>\$ 30,000.00</u>
			<u>\$ 785,000.00</u>
Revenue reduction for:			
(If applicable)			
(description and GL number)			
			<u>\$ 0.00</u>

Explanation of request:

Reduction in expenditures out of Fund 101 (Public Works) is because work on various non-motorized projects was not initiated: NMDRDR-delayed due to the impasse in receiving an easement to cross over Amtrak; SWMHDR-a project associated with a nearby public sewer extension that did not come to fruition in 2020; NMS9TH-delayed progress in partnership with KPS to pursue a Safe Routes to Schools Grant.

Supervisor Review:  Oct 8, 2020  
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

(Requesting to reduction in an expenditure line)

Date: 10/08/2020

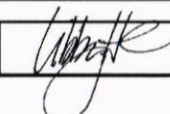
Department Head Name: M Elliott (Public Works)

Fund Name: 493 USDA Sewer Phase 2

		Amount	
Reduction Request for:	<u>493-000-82000</u>	Engineering Fees	<u>\$ 470,000.00</u>
(description and GL number)	<u>493-000-82100</u>	Professional Fees	<u>\$ 51,000.00</u>
	<u>493-000-82600</u>	Legal Fees	<u>\$ 105,000.00</u>
			<u>\$ 626,000.00</u>
Revenue reduction for:			
(If applicable)			
(description and GL number)			
			<u>\$ 0.00</u>

Explanation of request:

Reduction in expenditure out of Fund 493 is because the overall schedule for the phase 2 sewer project is delayed.

Supervisor Review:  Oct 8, 2020  
(pending or date reviewed)

Board Authorization:   
(pending or date authorized)

# BUDGET AMENDMENT REQUEST

(Requesting to reduction in an expenditure line)

Date: 10/08/2020

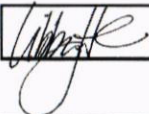
Department Head Name: M Elliott (Public Works)

Fund Name: 490 Sewer

		Amount	
Reduction Request for:	<u>490-000-96590</u>	Transfer to USDA Sewer Phase 2	<b>\$ 817,000.00</b>
(description and GL number)	_____	_____	_____
	_____	_____	<b>\$ 817,000.00</b>
Revenue reduction for:	<u>493-000-67800</u>	Transfer from Sewer	<b>\$ 817,000.00</b>
(If applicable)	_____	_____	_____
(description and GL number)	_____	_____	_____
	_____	_____	<b>\$ 817,000.00</b>

Explanation of request:

Reduction in expenditure out of Fund 490. The planned transfer to Fund 493 Sewers Phase 2 is to be voided. The overall schedule for this project is delayed.

Supervisor Review:  Oct 8, 2020  
 (pending or date reviewed)

Board Authorization:   
 (pending or date authorized)



# BUDGET AMENDMENT REQUEST

(Requesting to reduction in an expenditure line)

Date: 10/08/2020

Department Head Name: M Elliott (Public Works)

Fund Name: 101 General

		Amount	
Reduction Request for:	<u>101-506-97600.SANCOB</u>	<u>Sewer 1, Contract B</u>	<u>\$ 148,800.00</u>
(description and GL number)	<u>101-506-97600.SWGMDR</u>	<u>Sewer 1, Sidewalk, Green Meadow</u>	<u>\$ 430,000.00</u>
	<u>101-506-97600.SANPH2</u>	<u>Sewer 2, Sidewalk Design Scoping</u>	<u>\$ 30,000.00</u>
			<u>\$ 608,800.00</u>
Revenue reduction for:			
(If applicable)			
(description and GL number)			
			<u>\$ 0.00</u>

Explanation of request:

Reduction in expenditures out of Fund 101 (Public Works) is because the schedule for various non-motorized projects were not initiated due to their association with public sewer extensions, postponed in 2020.

Supervisor Review:  Oct 8, 2020

Board Authorization:



# Memo



**To:** Libby Heiny-Cogswell, Township Supervisor  
**From:** M. Barnes, Fire Chief  
**Date:** October 2, 2020  
**Re:** Recommendation for Renew of Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

---

## RECOMMENDATION

It is recommended that Oshtemo Township continue to participate in the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA) by approving the renewal agreement with Life EMS Ambulance of 517 West North Street, Kalamazoo, MI 49007 as the Township's designated Advanced Life Support (ALS) provider.

## BACKGROUND

The contract is a culmination of lengthy efforts between representatives of the cities of Kalamazoo and Parchment and the townships of Alamo, Cooper and Kalamazoo. Through this intergovernmental collaboration, a competitively bid, non-subsidized joint EMS contract was developed. Oshtemo Township initially approved that four-year contract in August of 2014, which was renewed in 2018 and is now due for consideration of an additional 2-year extension. Only minor revisions are being proposed as follows:

### Agreement

- No changes

### Exhibit A (highlighted in yellow)

- Changed the staffing from 70% paramedic/30% EMT to 60% paramedic/40% EMT for the duration of the extension. This is intended to be a one-time alteration based on the lack of qualified persons undertaking the paramedic profession. The last class at KVCC produced 3 graduates two of which were hired by Life EMS.
- Changed the Zone 2-Priority 2 major and minor breaches calculation from quarterly to yearly. This is because the number of incidents were infinitesimal which rendered the calculations not worthy of punitive action.

### Fee Structure

- Replaced the previous schedule with the one that was effective January 1, 2020

## FISCAL IMPACT

There are clear cost efficiencies and service quality benefits resulting from Oshtemo and our neighboring units of government entering into and continuing this contract. Funds received from penalties incurred are used to purchase and/or replace medical equipment used by the KVIAA partner First Responders in Kalamazoo County.

In addition, we are often provided a stand-by ambulance at significant scenes such as fires and hazardous materials incidents. These paramedics then fill the role of managing our firefighter rehab by tracking vital signs, measuring their degree of fatigue and insuring proper re-hydration of our personnel. They also provide other free services such as EMS instruction and annual delivery of our flu immunizations.

Finally, unlike all other provider in our county, this agreement provides transparent rates for our citizens.

## ATTACHMENTS

- Agreement – unsigned
- Rate Schedule for KVIAA Communities

## **KALAMAZOO VALLEY INTERGOVERNMENTAL AMBULANCE AGREEMENT**

This Agreement is made between the KALAMAZOO CHARTER TOWNSHIP, ALAMO TOWNSHIP, COOPER CHARTER TOWNSHIP, the OSHTEMO CHARTER TOWNSHIP, the CITY OF PARCHMENT, the CITY OF KALAMAZOO (hereinafter the “Municipalities”) and Life EMS of Kalamazoo, Inc., a Michigan Corporation (hereinafter “Life EMS”).

**WHEREAS**, in order to provide more responsive, reliable and cost-effective ambulance and other emergency services, the Municipalities requested proposals for an intergovernmental ambulance agreement, seeking a single provider for emergency services for their residents; and

**WHEREAS**, the Municipalities pursuant to the authority granted by 1951 Public Act 35, as amended (being MCL 124.1 et seq.) and 2011 Public Act 258 (being MCL 124.111 et seq.) are interested in sharing oversight responsibilities for the provision of these services; and

**WHEREAS**, Life EMS has presented a signed proposal in response to the request for proposals (RFP) prepared by the Municipalities that fully addresses all issues related to the provision of and payment for ambulance and other emergency services; and

**WHEREAS**, the Municipalities wish to enter into an Agreement with Life EMS, and have designated the proposed agreement as the Kalamazoo Valley Intergovernmental Ambulance Agreement; and

**WHEREAS**, the Municipalities and Life EMS wish to supplement the proposal signed by Life EMS in response to the request for proposals in order to create a binding agreement that describes the obligations and responsibilities that the Municipalities have to each other, and more fully details the obligations and responsibilities of Life EMS to the Municipalities, both collectively and as individual governmental entities.

### **IT IS NOW THEREFORE AGREED AS FOLLOWS:**

1. This Agreement as amended to reflect changes in the; EMS response protocol as adopted by Kalamazoo County Medical Control Authority (KCMCA), required paramedic staffing levels and the ambulance rates (Exhibit A) . The RFP signed by Life EMS as submitted via correspondence dated May 29, 2014 from Mark Meijer, President, Life EMS, to Terry Emig, Chief, Cooper Charter Township Fire Department, constitute a single Agreement that shall be known as the Kalamazoo Valley Intergovernmental Ambulance Agreement (KVIAA).

2. All references to the Kalamazoo Valley Intergovernmental Ambulance Agreement and to the local governmental entities in the RFP submitted and signed by Life EMS shall be deemed to refer to all municipalities that are a party to this Agreement, including any other municipality who becomes a party to the Agreement subsequent to the date of its execution, as further described below.

3. Any party to this Agreement, including Life EMS, may terminate its participation by providing 180 days written notice to all other parties at any time after the initial four-year term of this Agreement has expired. This notice, and all other notices under this Agreement, shall be sent to the following persons:

CHARTER TOWNSHIP OF COOPER:	Township Supervisor 1590 West 'D' Avenue Kalamazoo, MI 49009
CHARTER TOWNSHIP OF KALAMAZOO	Township Supervisor 1720 Riverview Kalamazoo, MI 49004
CHARTER TOWNSHIP OF OSHTEMO:	Township Supervisor 7275 W. Main St. Kalamazoo, MI 49009
CITY OF PARCHMENT:	Office of the City Manager 650 S. Riverview Parchment, MI 49004
CITY OF KALAMAZOO:	Office of the City Manager 241 W. South St. Kalamazoo, MI 49007
TOWNSHIP OF ALAMO	Township Supervisor 7901 North 6 <sup>th</sup> Street Kalamazoo, MI 49009
LIFE EMS	LIFE EMS Mark Meijer 517 W. North St. Kalamazoo, MI 49007

4. Approval must be obtained from each municipality that is a signatory to this Agreement and from Life EMS before any other governmental unit can become a party to this Agreement. Any municipality that becomes a party to this Agreement after its effective date shall be an equal partner, and shall have the same status under its terms as those municipalities that are initial signatories.

5. Any modification in the terms of this Agreement, including fees, must be approved by Life EMS and by three-fourths of the municipalities who are at that time a party to this Agreement.

6. In the event of a conflict between this Agreement and the RFP signed by Life EMS, the terms of this Agreement shall control.

7. It is understood and agreed that the KVIAA oversight Board, as referenced in the RFP, is an oversight body only, and its members have no authority to bind any party to this Agreement.

8. The KVIAA Oversight Board has the authority to make recommendations to the Municipalities then participating in this Agreement that a default be declared, as provided for in the RFP. A formal notice of default shall be sent to Life EMS if approved by the appropriate official or body of at least three-fourths of the Municipalities that are parties to this Agreement at that time.

9. Any local ordinance referenced in the RFP signed by Life EMS that is specific to any one municipality shall be applicable only to that municipality, and shall not be in any way binding upon the other Municipalities that are a party to this Agreement.

10. Because response times to calls for the services provided by Life EMS is a critical component of this Agreement, the performance measures and penalties for failure to meet those measures are set forth in Exhibit A to this Agreement.

11. This Agreement may be executed in six or more counterparts, each of which shall be deemed to be an original when signed by the duly authorized representative of any party. While each such document shall be deemed to be an original, all such documents together shall constitute one and the same Agreement.

KALAMAZOO CHARTER TOWNSHIP

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

COOPER CHARTER TOWNSHIP

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

OSHTEMO CHARTER TOWNSHIP

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF PARCHMENT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF KALAMAZOO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ALAMO TOWNSHIP

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

LIFE EMS OF KALAMAZOO, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

## 2020 Exhibit A to the Kalamazoo Valley Intergovernmental Ambulance Agreement

### Calculation, Notification, and Distribution of Penalties and Payments from KVIAA Contract

- I. **Response Times:** Penalties and breeches are based on Kalamazoo County Medical Control Authority (KCMCA) response time directives. Changes may be implemented by a joint recommendation from KCMCA, the KVIAA oversight board, and the contracted agency. The legacy KCMCA response time standards are listed below for reference.

Priority	Zone 1		Zone 2	
	Time Interval	Compliance	Time Interval	Compliance
<b>1</b>	≤ 10:00	≥ 90%	≤ 14:00	≥ 90%
<b>2</b>	≤ 14:00	≥ 90%	≤ 16:00	≥ 90%
<b>3</b>	≤ 20:00	≥ 90%	≤ 20:00	≥ 90%

- The time the responding unit is notified will be used to evaluate the response time interval.
- The Advanced Life Support Unit response time target begins upon the time the unit is notified by the EMD.
- The Advanced Life Support Unit response time target ends upon arrival of the Advanced Life Support Unit to the physical address or staged location.

II. **Emergency Medical Call Processing Time Targets:**

	Time Interval	Compliance
<b>PSAP notified to time EMD notified</b>	≤ 60 seconds	≥ 90%
<b>EMD notified to time unit notified</b>	≤ 120 seconds	≥ 90%
<b>Unit notified to time PSAP notified*</b>	≤ 15 seconds	≥ 90%

- PSAP notified – Time that PSAP picks up the call
- EMD notified – Time that EMD picks up the call
- Unit notified – Time that the EMD assigns a call to an ambulance
- \*For calls initially received by EMD

III. **Penalties and Breaches:** The KVIAA contract describes the following penalties and breeches.

A. **Per call penalty Zone 1 and Zone 2:**

- a. \$15 for each Priority I or II response exceeding KCMCA standards or turned over to a non-contracted agency.

B. **Breaches Zone 1:**

a. **Minor:**

- i. Priority I \$350.00 for each aggregate percentage point below 90% in any given calendar month within a range of 85%-89%.
- ii. Priority II \$125.00 for each aggregate percentage point below 90% in any given calendar month period within a range of 85%-89%.

**b. Major:**

- i. Priority I \$500.00 for each aggregate percentage point below 85% in any given calendar month.
- ii. Priority II \$300.00 for each aggregate percentage point below 85% in any given calendar month.

**C. Breaches Zone 2:**

**a. Minor:**

- i. Priority I \$350.00 for each aggregate percentage point below 90% in any given calendar quarter within a range of 85%-89%.
- ii. Priority II \$125.00 for each aggregate percentage point below 90% in any given calendar year within a range of 85-89%.

**b. Major:**

- i. Priority I \$500.00 for each aggregate percentage point below 85% in any given calendar quarter.
- ii. Priority II \$300.00 for each aggregate percentage point below 85% in any given calendar year.

**IV. Response Zones:** The revised response zones have been changes from Metropolitan and Non-Metropolitan to Zone 1 and Zone 2. The new KVIAA zones are based upon recommendations from KCMCA and are subject to change by a joint recommendation among the KVIAA oversight board, KCMCA, and the contracted provider. The current 2018 accepted response zones are:

Zone 1	Zone 2
City of Galesburg	Alamo Township
City of Kalamazoo	Brady Township
City of Parchment	Charleston Township
City of Portage	Climax Township (and Village of Climax)
Comstock Township	Cooper Township (D Avenue and North)
Cooper Township (D Avenue and South)	Pavilion Township
Kalamazoo Township	Prairie Ronde Township
Oshtemo Township	Richland Township (and Village of Richland)
Schoolcraft Township (W Avenue and North)	Ross Township
Texas Township	Schoolcraft Township (W Avenue and South)
Village of Schoolcraft	Village of Augusta
Village of Vicksburg	Wakeshma Township

**V. Calculation of Penalties:**

**A. Per call penalties:** Shall be calculated for priority 1 – Zone 1, and Zone 2 calls, and priority 2 Zone 1 and Zone 2 calls as described in the following example:

Total Priority 1 Requests for Zone 1 Jurisdiction “x”	100
Completed responses that met 10 minutes 0 seconds	86
Responses that exceeded 10 minutes 0 seconds	12
Calls turned over to non-contracted agency	2



Total calls with response delay or turn over	14
Number of calls subject to \$15 per call assessment	14
Monthly per call assessment paid to jurisdiction "x"	\$210.00

B. **Breach penalties:** Shall be calculated for priority 1 and 2 - Zone 1 and Zone 2 based on aggregate data from a fractile report over time intervals noted in section IIB and IIC of this document. KVIAA responses of the same priority from all jurisdictions will be combined together to determine an overall percentage of compliance as demonstrated below:

Aggregate													
Zone 1													
Priority 1													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
20	100	205	155	20	5	0	0	0	0	5	0	510	98%
												Threshold	90%
Priority 2													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
20	30	90	55	30	15	4	6	2	0	8	0	260	94%
												Threshold	90%
Zone 2													
Priority 1													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
0	0	0	0	4	6	7	2	1	0	1	0	21	81%
												Threshold	90%
Priority 2													
0-2 Min	2-4 Min	4-6 Min	6-8 Min	8-10 Min	10-12 Min	12-14 Min	14-16 Min	16-18 Min	18-20 Min	Mutual Aid	Requested Exceptions	TOTAL	Compliant
0	0	0	0	4	8	6	6	2	0	1	0	27	89%
												Threshold	90%

C. **Calculating of Percentage Performance:** Shall be rounded up or down to the nearest whole percentage point utilizing conventional methods. For the example above:

- a. Priority 1 – Zone 1: 510 (responses that met standard) / 510 (total responses including mutual aid requests) = 98.039. This number is rounded **down** to 98% compliance.
- b. Priority 1 – Zone 2: 17 (responses that met standard) / 21 (total responses including mutual aid requests) = 80.952. This number is rounded **up** to 81%.

D. **Exemptions:** The KVIAA and contracted agency recognize that there are instances where response delays are unavoidable. In such cases an exemption will be requested by the contracted agency with supporting documentation and presented to the KVIAA oversight board at the regular operations summary meetings. Approved exemptions will NOT count against the contracted agency in the calculation of response time performance or penalties. Acceptable exemption examples include the following:

- a. Severe weather delay
- b. Construction delay
- c. Multiple calls same time frame same, jurisdiction, not allowing for system recovery

- d. System overload that overwhelms planned and full staffing
- e. Mass Casualty Incidents (MCI)
- f. Diversion to higher priority call

**VI. Communication of Penalties and Distribution of Payment:**

- A. Penalties will be evaluated by the contractor on a quarterly/yearly basis (section III) utilizing an aggregate fractile report to determine total penalty amounts.
- B. A quarterly email containing a summary of per call penalties listed by KVIAA jurisdiction and any breaches in service will be sent ahead of payment distribution by the contracted agency to the appointed board representative from each municipality and the City of Kalamazoo Purchasing Manager.
- C. The contractor shall distribute payment in the form of a single check for the total amount of all applicable penalties for the quarter made payable to the City of Kalamazoo and directed to the City of Kalamazoo Public Safety Department, Attention: Assistant Chief Tibbets (or his successor) at **150 E. Crosstown Parkway, Ste. A, Kalamazoo, MI 49007**.
- D. The summary and payment will be sent no later than **90 days** from the close of the reported on quarter.
- E. The Kalamazoo Public Safety Department Assistant Chief, or their designee, will direct per call penalty amounts to specified accounts to the KVIAA jurisdiction in which they occurred.
- F. Breach penalties will be directed at the discretion of the KVIAA oversight board by the Kalamazoo Public Safety Department Assistant Chief or their designee.

Paramedic Staffing (Section III, Subsection B, paragraph 6 of RFP)

The KVIAA participating local governments believe that two, well-qualified paramedics best serve critical patients. Due to the current national shortage of paramedics, the KVIAA participating local governments agree to allow for up to 40% of scheduled unit hours to be staffed with a single, highly experienced and qualified paramedic and an EMT. Therefore, the Contractor shall assure that at least 60% of all scheduled unit hours be staffed by two paramedics. The exception from the previously agreed upon unit hour staffing of 70% paramedic, 30% EMT shall be valid for the contract renewal period of November 1, 2020-October 31, 2022. Proof of staffing the configuration may be requested and/or audited by KVIAA during periodic reporting.

## **Life EMS Ambulance Summary for new Kalamazoo County Fee Schedule Effective January 1, 2020**

Life EMS Ambulance is proposing new service delivery rates (as noted below) for both transport and non-transport pre-hospital work with a target implementation date of Jan 1, 2020. There are three primary driving forces guiding the rate adjustments which include the rising costs to do business (payroll, fuel, supplies, health insurance, etc), adjustments to private insurance company ambulance reimbursement rates (BCBS, BCN, Priority Health, Etc.) and future work / reimbursement models associated with ET3 and Tandem 365 (both detailed below). Life EMS believes our ambulance rates are industry competitive and cost effective, reflecting appropriate and modest adjustments that will allow us to remain responsive to the needs of our communities.

1. Emergency Triage, Treat and Transport (ET3) is a voluntary, five year model, Pilot program proposed by the Center for Medicare and Medicaid Innovations (CMMI) that will provide ambulance companies the opportunity to receive some level of reimbursement for alternate destination (non-emergency department) transports as well as non-traditional treat on scene / non-transport instances. The five-year payment model is intended to provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare Fee-For Service (FFS) beneficiaries following a 911 call. Life EMS is providing a letter of interest to have both its Central (Kent /Ottawa) and South (Kalamazoo / Allegan / Van Buren) operations participate in the pilot program. Deliverables for the project include the formation of community partnerships among Medicare-enrolled qualified health care providers that can offer alternative destinations or telehealth services. Applications for the program must be received by September 19, 2019.
2. Tandem 365 is a collaborative venture assisting hospitals, doctors, family members and individuals in need of healthcare services not traditionally provided. A unique and on-going special study through the State of Michigan Department of Health and Human Services, the company (of which Life EMS is a part-owner) provides persons with little or no social support, who are 55 and older, assistance in managing their medically complex health issues. Tandem's goals are to decrease emergency room visits, decrease specialty / outpatient visits, deliver comprehensive cost-effective care and improve the quality of life of program participants all while reducing overall healthcare dollar expenditure with high system users. The organization has current reimbursement partnerships with Priority Health and Blue Care Network, has been in operation in Kent County for four years and has over 1,000 program participants. Life EMS is planning to launch the Tandem 365 program in our Kalamazoo County market early fall, 2019.

While reimbursement for Both Tandem 365 and ET3 programs will be very different, their operational structures are nearly parallel and complement each other well. This operational similarity will ensure a common procedural knowledge base among both traditional pre-hospital EMS crews and specialized Integrated Care Paramedics (ICP's). We believe that both programs will allow Life EMS Ambulance to remain an industry leader while providing the communities we serve with a unique and cost effective method to access healthcare resources well into the future.

# Life EMS AMBULANCE OF KALAMAZOO COUNTY

## Pre-hospital Care and Transportation Fee Schedule Effective January 1, 2020

<u>BASE RATES:</u>	CURRENT	NEW
Non-Emergency	\$449.00	\$459.00
Emergency	\$679.00	\$693.00
ALS Non-Emergency	\$699.00	\$713.00
ALS Emergency	\$799.00	\$815.00
ALS 2	\$899.00	\$929.00
NICU/SCT	\$979.00	\$999.00
On Scene Treatment ALS 1 & ALS 2	\$579.00	\$591.00
ALS Assessment/No Transport	\$299.00	\$439.00
No ALS/Patient Assist	\$79.00	\$89.00 +
Special Equipment & Handling (Haz Mat, etc.)	\$25.00+	\$25.00 +
Treatment/Waiting Time After 30 Minutes Per 15-minute Increments	\$30.00	\$49.00
 <u><b>Mileage</b> (Divided by number of patients: Loaded miles only):</u>		
Mileage Charge (rate per mile)	\$15.50	\$16.15

---

## Post-Incident Analysis

### 209.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a uniform Post-Incident Analysis (PIA) to identify strengths and weaknesses within the Department. This policy describes the various types of PIA that can be used in the evaluation of department performance. A PIA may also be used to identify equipment needs, staffing deficiencies and training needs. The information collected during the PIA process also may be useful in justifying future funding requests for equipment, personnel and/or training.

### 209.2 POLICY

The PIA is a valuable tool to improve the overall operations of the fire service. It is the policy of this department to use the PIA as a tool for Incident Commanders (ICs), Fire Marshals, Captains, Shift Commanders and command staff to identify areas of strength and weakness within the Department on an incident-by-incident basis, for the purpose of continuous improvement.

The PIA may additionally be utilized in department-wide training to communicate continuous improvement of emergency scene operations and fireground safety.

#### 209.2.1 RESPONSIBILITIES

The ICs, Fire Marshals, Captains, Shift Commanders and command staff have shared responsibility for the overall effectiveness of the PIA process.

The IC should informally analyze every incident to improve personnel, unit and system performance. After every major incident or special event, the IC should develop a PIA to determine strengths, weaknesses and lessons learned about the incident operation.

Anyone may request a PIA of a particular incident. Any PIA requests must be made through the chain of command.

Any significant safety issue that is identified in the PIA should be addressed immediately, if it was not already resolved prior to the PIA being completed. If appropriate, a report should be sent to the International Association of Fire Chiefs (IAFC) Near-Miss Reporting System on any significant safety issues.

### 209.3 POST-INCIDENT ANALYSIS

If a Chief Officer determines that a PIA is needed, the PIA should be completed within 30 days of an incident and may result in recommendations for changes to procedures, staffing, equipment use, policy and/or training to better enable the Department to serve the community.

A PIA should include lessons learned from the observation of effective and efficient methods of mitigating a major incident. These include all strategic decisions, operational issues, built-in fire protection devices and anything else that assisted in mitigating the incident.

(a) A PIA may include:

1. Evaluation of the overall operational effectiveness.

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Post-Incident Analysis*

---

2. Evaluation of safety procedures.
  3. Evaluation of the success or failure of tactical objectives.
  4. Evaluation of the application and effectiveness of policies and/or procedures.
  5. Specific knowledge that might be beneficial.
- (b) The information gained from a PIA should be used by Captains and staff teams to:
1. Reinforce the incident management system.
  2. Evaluate current training programs and/or identify training needs.
  3. Evaluate current policies and procedures.
  4. Identify and prioritize planning needs for the future.
  5. Identify equipment problems/concerns.
  6. Evaluate fire prevention inspection and public education effectiveness.

#### **209.4 TYPES OF POST-INCIDENT ANALYSIS**

##### 209.4.1 HOT WASH

An incident “hot wash” should be performed at the incident scene prior to the release of equipment or personnel. A hot wash is a meeting of all involved personnel on-scene. It is an informal briefing of the incident, the actions taken and problems encountered. An IC may present an analysis with key companies or crews while they are on-scene. The advantage to this is that crews are present and all aspects of the call are still fresh. One disadvantage to a hot wash might occur at medical incidents, when some members may be caring for patients and are unable to participate.

If the analysis takes place while on-scene, it is the responsibility of the IC to:

- Meet in a safe area, even if it requires relocating to another area.
- Ensure that the meeting area is inaccessible by the public and media.
- Consider the impact of company downtime.
- Consider public perception.

##### 209.4.2 INFORMAL PIA

An informal PIA is used following smaller multi-company incidents, such as structure fires, medical incidents or special operations incidents. The IC or a designated representative should arrange for and conduct the informal analysis.

##### 209.4.3 COMPANY-LEVEL PIA

A company-level PIA is highly encouraged and should be a standard communication tool for all Captains. It is appropriate for significant incidents involving single companies as well as multiple-company stations where more than one company participated in the incident.

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Post-Incident Analysis*

---

Company-level analysis promotes unity and teamwork, enhances communication, improves company performance and is a useful tool for evaluating the health and welfare of crew members following certain traumatic incidents. A company-level PIA can take place while at the fire station or any location that provides privacy.

#### 209.4.4 FORMAL PIA

- (a) A formal PIA should be conducted following all:
  - 1. Multiple-alarm structure fires.
  - 2. Multiple-alarm brush fires.
  - 3. Multiple-alarm Emergency Medical Services (EMS) incidents.
  - 4. Multiple-alarm special operations incidents.
  - 5. Major disaster drills.
  - 6. Unusual incidents identified by the IC or other staff officers.
- (b) A formal PIA should be considered for:
  - 1. A building fire in which three or more rooms are severely damaged by fire, or where unusual extinguishment problems existed.
  - 2. Any incident in which an unusual event occurs (e.g., explosion, collapse).
  - 3. Any fire resulting in a fatality.
  - 4. Any fire resulting in injury to firefighters that is serious enough to require transport to a medical facility.
  - 5. Any “close call” incident where firefighters could have been injured.
  - 6. Any hazardous materials incident with multi-company involvement.
  - 7. Any specialty rescue operation with multi-company involvement.
  - 8. Any incident, at the IC’s discretion or at the request of a Captain.
- (c) The Fire Chief or his/her designee is responsible for scheduling and facilitating the presentation of all formal PIAs. This will include:
  - 1. Setting a presentation date and location within three days (whenever possible) of the incident.
  - 2. Supervising the completion of an incident analysis packet that should include a summary of the incident, drawings and identification of any lessons learned.
  - 3. Developing a written After Action Report (AAR) summarizing the PIA and submitting it to the Fire Chief for approval and distribution.
  - 4. Notifying Shift Commanders.
  - 5. Coordinating/scheduling with other departments or outside agencies that worked the incident.
  - 6. Arranging move-up and/or cover companies from other departments.

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Post-Incident Analysis*

---

The Shift Commander is responsible for notifications to all members of the shift who are scheduled to attend the PIA. All members should be notified within one week if a formal PIA is being arranged to allow them to prepare or gather any necessary documentation.

Copies of the AAR should be posted at each fire station for all personnel to review.

A copy of all PIAs and AARs shall be forwarded to the Fire Chief for approval prior to distribution, including any determinations or conclusions reached through the PIA presentations.

#### **209.5 LEGAL**

Confidential, not subject to the Freedom of Information Act. Under MCL 15.243(1)(m):

"Communications and notes within a public body or between public bodies of an advisory nature to the extent that they cover other than purely factual materials and are preliminary to a final agency determination of policy or action" are not subject to disclosure.



## Emergency Response

### 301.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure a safe and appropriate response to emergencies while maintaining the safety of department members and the public by requiring operators of department vehicles to conform to applicable Michigan laws and regulations during an emergency response.

#### 301.1.1 DEFINITIONS

Definitions related to this policy include:

**Authorized emergency vehicle** - Fire department vehicles, ambulances, and privately owned vehicles of volunteer or paid members if authorized by the chief of an organized fire department (MCL 257.2).

**Emergency response** - Any call for service or assistance involving fire, explosion, or violent rupture; human rescue; human entrapment; illness or injury; hazardous materials release or threat of contamination; flooding; threatened or actual acts of violence; any explosive, bomb, or threatened bombing; any act of terrorism; any natural disaster; or any other circumstance that presents a threat to life-safety or to property.

### 301.2 POLICY

It is the policy of the Oshtemo Fire and Rescue Department to appropriately respond to all emergency calls.

### 301.3 EMERGENCY CALLS

Fire personnel dispatched to an emergency shall proceed immediately, shall continuously operate emergency lighting equipment and shall sound the siren or other lawful audible device as may be reasonably necessary (MCL 257.603).

Responding with emergency lights and siren or other lawful audible device does not relieve personnel of the duty to continue to drive with due regard for the safety of all persons. The use of any other warning equipment without a red light and siren or other lawful audible device does not provide any exemption from the Michigan Vehicle Code.

Personnel should only respond with emergency lights and siren or other lawful audible device when dispatched to an emergency or when circumstances reasonably indicate an emergency response is required.

Personnel not authorized to respond with emergency lights and siren or other lawful audible device shall observe all traffic laws and proceed without the use of emergency lights and siren or other lawful audible device.

### 301.4 MULTIPLE EMERGENCY VEHICLE RESPONSES

When more than one apparatus responds to an emergency, emergency vehicle operators should remain alert to the presence of other emergency vehicles and exercise due caution. Personnel

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Emergency Response*

---

must further exercise due caution in recognizing that traffic yielding to one emergency vehicle may not expect other emergency vehicles to follow.

#### **301.5 INITIATING AN EMERGENCY RESPONSE**

If a work supervisor believes an emergency response to any call is appropriate, that work supervisor shall ensure Kalamazoo County Consolidated Dispatch Center is immediately notified.

#### **301.6 RESPONSIBILITIES OF RESPONDING PERSONNEL**

Emergency vehicle operators shall exercise sound judgment and care, with due regard for life and property, while operating a vehicle en route to an emergency response (MCL 257.632).

In addition, emergency vehicle operators shall reduce speed at all street intersections and should come to a complete stop at all blind street intersections or intersections where there is either a red light, a flashing red light, or a stop sign. Emergency vehicle operators should also come to a complete stop at intersections whenever they reasonably believe they cannot account for traffic in approaching lanes or when vehicles have not yielded the right-of-way. After coming to a complete stop, emergency vehicle operators should only proceed when it is safe to do so.

The decision to continue an emergency response is at the discretion of the work supervisor. If the roadway conditions or traffic congestion do not permit such a response without unreasonable risk, the response may be continued without the use of red lights and siren at the legal speed limit. In such an event, the work supervisor should ensure Kalamazoo County Consolidated Dispatch Center is promptly notified. Personnel shall also discontinue the emergency response when directed by any supervisor.

#### **301.7 FAILURE OF EMERGENCY EQUIPMENT**

If the emergency equipment on the vehicle should fail to operate, the vehicle operator must terminate the emergency response and respond accordingly. In all cases, the work supervisor shall notify Kalamazoo County Consolidated Dispatch Center of the equipment failure so that another apparatus may be assigned to the emergency response.

## Permits

### 401.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for issuing permits that are required by local ordinance 256.050 Open Burning.

### 401.2 POLICY

In order to provide for the safety of the community, it is the policy of the Oshtemo Fire and Rescue Department that permit requirements are appropriately observed and enforced.

### 401.3 PERMIT PROCESS

The Department shall provide adequate guidance to assist the public in obtaining approval for this permit.

A permit does not constitute authority to violate, cancel or set aside any of the provisions of the ordinance..

#### 401.3.1 PERMIT APPLICATIONS

Applications for permits should be submitted to the Oshtemo Fire and Rescue Department and shall include adequate documentation of the intent to comply with the ordinance.

- 
- 
- 
- 

#### 401.3.2 PERMIT ISSUANCE

A permit may be issued for a specific period of time, depending on the circumstances. A permit may be extended upon showing good cause if the permittee applies for an extension. A permit is not transferable. Any change in ownership, operation, occupancy, or use shall require a new permit.

### 401.4 SUSPENDED OR REVOKED PERMITS

Permits may be suspended or revoked any time it is determined that:

- The permit is being used by someone other than the person who was issued the permit.
- The permit is being used at a location other than the permitted location.

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Permits*

---

- Any condition of the permit has been violated.
- 
- The permit was obtained by the use of false statements on the application.
- The issuance of the permit was an error or in violation of a regulation, code, or law.

# Patient Medical Record Security and Privacy

## 803.1 PURPOSE AND SCOPE

The purpose of this policy is to establish appropriate administrative, technical and physical safeguards for patient medical records and to provide reasonable safeguards against prohibited uses and disclosures of protected health information (PHI) in accordance with federal and state law, to include the following:

- Health Insurance Portability and Accountability Act (HIPAA) (42 USC § 201 et seq.)
- Freedom of Information Act (MCL 15.231 et seq.)

### 803.1.1 DEFINITIONS

Definitions related to this policy include:

**Health information** - Any information, whether oral or recorded in any form or medium, that is created or received by the Department and relates to a person's past, present or future physical or mental health or condition, or past, present or future payment for the provision of health care to a person (45 CFR 160.103).

**Individually identifiable health information** - Health information, including demographic information, created or received by the Department that relates to an individual's past, present or future physical or mental health or condition, the provision of health care to the individual, or the past, present or future payment for the provision of health care to an individual, that can either identify the individual or provide a reasonable basis to believe the information can be used to identify the individual (45 CFR 160.103).

**Limited data set** - PHI that excludes the following direct identifiers of an individual or of relatives, employers or household members of the individual (45 CFR 164.514(e)):

- Names
- Postal address information, other than town or city, state and zip code
- Telephone or fax numbers
- Email addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full-face photographic images and/or any comparable images

**Patient medical records** - Department records or data containing any information identifying a patient.

**Protected Health Information (PHI)** - Individually identifiable health information that is created or received by the Department. Information is protected whether it is in writing, in an electronic form or communicated orally (45 CFR 160.103).

**Protected Personal Information (PPI)** - Information that includes, but is not limited to, PHI, pictures or other forms of voice or image recording, patient address, telephone numbers, Social Security number, date of birth, age or any other information that could be reasonably used to uniquely identify the patient or that could result in identity theft if released for unauthorized purposes or to unauthorized personnel.

**Privacy officer / Custodian of Records** - These titles are synonymous in this policy.

#### **803.2 POLICY**

It is the policy of the Department to reasonably safeguard PHI and comply with HIPAA and the implementing regulations through the use of policy and procedures, system access security and passwords and limited physical access to hard copy files (45 CFR 164.530(c)).

#### **803.3 RESPONSIBILITIES**

Members shall protect the security, confidentiality and privacy of all patient medical records in their custody at all times.

Possessing, releasing or distributing PPI, including for unauthorized purposes, is prohibited and may violate HIPAA and/or other applicable laws. Members who have not received department training on the proper handling of these records shall not access patient medical records.

Members with occupational access to patient medical records shall be trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy and shall reasonably ensure that no unauthorized person shall have access to PHI without the valid authorization of the patient, except as provided by law (45 CFR 164.530(b); 45 CFR 164.512).

#### **803.4 PRIVACY OFFICER**

The Fire Chief is the privacy officer who is responsible for all matters relating to the privacy of patient medical information, including PHI. The privacy officer shall (45 CFR 164.530):

- (a) Identify who may have access to PPI and PHI.
- (b) Resolve complaints under HIPAA.

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

- (c) Mitigate, to the extent practicable, any harmful effects known to the Department regarding any use or disclosure of PHI in violation of this policy or the HIPAA regulations.
- (d) Ensure members are trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy.
- (e) Ensure technical and physical safeguards are implemented to maintain security and confidentiality of PHI and to allow access to PHI only to those persons or software programs that have been granted access rights.

#### **803.5 PROCEDURE**

Records containing PHI or PPI, including Patient Care Records (PCRs), shall be kept out of view unless the report is being completed during an incident, during input of information into the National Fire Incident Reporting System (NFIRS) or during processing or review at Oshtemo Fire and Rescue Department facilities by authorized personnel (45 CFR 164.530(c)).

#### **803.6 SECURITY**

All patient records containing PHI or PPI shall be kept secure at all times whether the record is in written, verbal, electronic or any other visual or audible format (45 CFR 164.306(a)).

Documents provided by a patient or caregiver will receive the same level of confidentiality and security as department records during the time department personnel retain possession of the documents.

No patient record, including documents and electronic images containing PHI, shall be visible to the public.

##### **803.6.1 ELECTRONIC PHI SECURITY**

All computer workstations and servers within the Department shall require appropriate security measures, such as user identification and login passwords, to access electronic documents, including electronic PHI (45 CFR 164.308(a)(5)).

Members with access to electronic data shall lock their workstations when left unattended and shall shut down their workstations when leaving for the day to prevent unauthorized access to electronic PHI (45 CFR 164.310; 45 CFR 164.312).

Remote access to department computer workstations requires that appropriate security measures be provided for access to PHI (45 CFR 164.312).

PHI may be transmitted electronically, provided the transmission occurs through a secure process that allows end-to-end authentication and the recipient is authorized to receive the information. Electronic transmission consists of email, file transfer protocol, Internet web posting and any configurable data stream. End-to-end authentication is accomplished when the electronic referral does not leave a secure network environment and the recipient is known, or when encryption and

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

authentication measures are used between sender and recipient, thus verifying full receipt by the recipient. Any electronic PHI traveling outside a secure network environment, via the Internet, requires encryption and authentication measures (45 CFR 164.312(e)).

#### **803.6.2 HARD COPIES**

Hard copies of PCRs shall be kept in a secured area when unattended by authorized personnel. An area of the Department is considered unattended when members are physically outside of the area and unable to maintain record security. This includes, but is not limited to, breaks, lunch or meetings outside the Department.

Hard copies of PCRs (field notes) shall be destroyed after the report has been entered electronically.

Patient records shall not be removed from the Department without express authorization from the Fire Chief.

#### **803.7 PHI RECORD REQUESTS**

The following procedures apply to PHI record requests:

- (a) Requests and subpoenas for copies of patient records shall be processed by the Custodian of Records.
- (b) The Custodian of Records shall not release records containing PHI without a properly completed authorization to release medical records that is signed by the patient or legal representative of the patient.
  1. Verification that the person completing the authorization is the patient or the legal representative of the patient shall be made with government-issued identification and documentation (45 CFR 164.508(c)).
- (c) Unless the request for records is from the patient or the parent of a minor patient, PHI shall be redacted from the record. A photocopy of the record shall be distributed to the requestor.
- (d) Requests for records via a valid subpoena do not require that PHI be redacted.
- (e) Fulfilled records requests shall be placed in a sealed envelope for release to the requestor.
- (f) A full copy of the valid subpoena or authorization to release medical records form shall be maintained in the file with the PCR.

#### **803.7.1 PROHIBITED DISCLOSURES OF PHI AND PPI**

The Department shall not use or disclose PHI or PPI without authorization. Prohibited disclosures include any form of communication, except as permitted in this policy, including, but not limited to (45 CFR 160.103):

- (a) PHI or PPI contained in email or other forms of written communication.
- (b) Sharing of PHI or PPI on any website, blog or other form of social or public media.



# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

- (c) Verbal discussions.
- (d) The use of any imaging device capable of capturing and storing still or moving images, such as digital or other cameras, video cameras, cellular telephones with picture-taking or video-recording capability, or any other device with picture-taking or video-recording capability while engaged in patient care, while at the scene of a medical emergency or hospital, or at any time when such use could reasonably be expected to result in the inappropriate capture of PHI or PPI.

#### 803.7.2 PERMITTED DISCLOSURES OF PHI AND PPI

The Custodian of Records may release records containing PHI or PPI without authorization from the patient under any of the following circumstances:

- (a) For the department's use to carry out treatment, payment or health care operations (45 CFR 164.506).
- (b) Where the PHI is requested pursuant to a valid subpoena or court order (45 CFR 164.512(e)).
- (c) Where the PHI is part of a limited data set (45 CFR 164.514(e)).
- (d) Where the PHI is used for public health activities authorized by law, including when the information is necessary to report child abuse or neglect (45 CFR 164.512(b)).
- (e) Where the PHI is disclosed to a government authority because the person is believed to be a victim of abuse, neglect or domestic violence (45 CFR 164.512(c)).
- (f) To law enforcement as provided in this policy (45 CFR 164.512(f)).
- (g) Where the Department believes that disclosure of the information is necessary to avert a serious threat to the health or safety of a person or the public (45 CFR 164.512(j)).
- (h) Where the PHI is required for worker's compensation purposes (45 CFR 164.512(l)).

#### 803.7.3 REQUIRED DISCLOSURES

The Department must disclose PHI when:

- (a) The PHI is requested by and provided to the individual to whom the PHI belongs (45 CFR 164.502(a)(2)).
- (b) The information is required by the U.S. Secretary of Health and Human Services to investigate compliance with HIPAA (45 CFR 164.502(a)(2)).

#### 803.7.4 SUBPOENAS

Records containing PHI or PPI will be disclosed only if one of the following is present (45 CFR 164.512(e)(1)):

- (a) A court order or subpoena signed (or stamped) by a judge that requires no additional assurances or notification to the individual whose records are requested
- (b) A subpoena or discovery order signed by an attorney which requires additional proof of service that written notification has been given to the individual whose records are

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

requested. In such a case, the subpoena or discovery order must be accompanied by a declaration by the requesting party showing that reasonable efforts have been made to ensure that notice has been provided to the individual whose records are being requested, or that there is a qualified protective order. No records relating to the person named in the notice will be produced until the time to respond to the notice has lapsed and no objections to the production of the materials requested have been made. If written notification to the individual is not provided, the declaration must establish all of the following:

1. The requesting party has made a good faith effort to provide written notice to the individual.
2. The notice includes sufficient information about the litigation or proceeding for which the PHI is requested to allow the individual to raise an objection.
3. The time for the individual to raise objections to the court or tribunal has elapsed.
4. No objections were filed or all objections have been resolved.
5. In lieu of a declaration, records may be released if there is a court order or a stipulation by the parties to the litigation that both:
  - (a) Prohibits the parties from using or disclosing the PHI for any purpose other than the litigation or proceeding for which such information was requested.
  - (b) Requires the return to the Department or destruction of the PHI (including all copies made) at the end of the litigation or proceeding.

#### 803.7.5 RELEASE OF PHI TO LAW ENFORCEMENT

The release of PHI to a law enforcement agency is permitted under the following circumstances:

- (a) In response to a law enforcement officer who completes the department's release of PHI to law enforcement form and requires the PHI (45 CFR 164.512(f)(1)):
  1. To report certain types of wounds or other physical injuries.
  2. In compliance with a court order or court-ordered warrant, subpoena or summons, a grand jury subpoena or an administrative request.
- (b) In response to a law enforcement officer who completes the department's release of PHI to law enforcement form for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. In such a case, the Department may only disclose the following PHI (45 CFR 164.512(f)):
  1. Name and address
  2. Date and place of birth
  3. Social Security number
  4. ABO blood type and Rh factor

# Oshtemo Fire and Rescue Department

## Policy Manual

### *Patient Medical Record Security and Privacy*

---

5. The character and extent of injuries
6. Date and time of treatment
7. Date and time of death, if applicable
8. A description of distinguishing physical characteristics

#### **803.8 INDIVIDUAL RIGHTS**

The privacy officer is responsible for ensuring the Department complies with all of the following rights of patients:

- (a) The right to request restrictions on certain uses and disclosures of PHI (45 CFR 164.522(a))
- (b) The right to receive their PHI confidentially (45 CFR 164.522(b))
- (c) The right to inspect and copy their PHI (45 CFR 164.524)
- (d) The right to request amendments to their PHI (45 CFR 164.526)
- (e) The right to receive an account of disclosures of PHI (45 CFR 164.528)

##### **803.8.1 PHI AMENDMENT REQUESTS**

Patients have the right to review their PHI records and, if necessary, to request that amendments be made. A patient must make a request in writing to have his/her medical record amended. Included in the request must be the patient's account of the incident and what specific amendment is being requested (45 CFR 164.526(b)(1)).

The privacy officer has the authority to deny the request for amendment where the PHI (45 CFR 164.526(a)(2)):

- (a) Was not created by the Department.
- (b) Is not part of the designated record.
- (c) Is not available for inspection by the requestor pursuant to 45 CFR 164.524.
- (d) Is accurate and complete.

Within 60 days of receipt of the request for amendment, the privacy officer must provide the basis for denial in writing or, in the case that the request is approved, provide notice of approval (45 CFR 164.526(b)(2)).

The time for response may be extended for up to 30 days with a written statement to the requestor identifying the reasons for the delay and the date by which the action will be completed (45 CFR 164.526(b)(2)).

## Roadway Incident Safety

### 918.1 PURPOSE AND SCOPE

The purpose of this policy is to set forth department Fire Chief responsibilities for development of practices used by members who are engaged in any operations occurring on roadways.

### 918.2 POLICY

It is the policy of the Oshtemo Fire and Rescue Department to provide traffic incident management (TIM) practices for the protection of members, personnel responding from other agencies, and victims operating on roadways.

### 918.3 FIRE CHIEF RESPONSIBILITIES

The Fire Chief should ensure that the Department adopts TIM procedures. Procedures should include but not be limited to:

- Use of the Incident Command System at all roadway incidents.
- Coordination and cooperation with law enforcement on-scene, including establishing a unified command, depending on the location, size, and complexity of the incident.
- Scene identification and size-up.
- Establishing a temporary traffic control zone including:
  - Placement of apparatus.
  - Use of traffic control devices.
  - Personnel assigned to TIM duties.

#### 918.3.1 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

Procedures should also include any requirements in the manual of uniform traffic control devices adopted by the state, including but not limited to the following (Mich. Admin. Code. R 408.2209):

- Use of emergency vehicle lighting
- Safe positioning of emergency vehicles
- Use of traffic flaggers

---

# Annual Planning Master Calendar

## 210.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure the development of a master schedule of annual activities that will assist with the overall planning and coordination of department resources, training, and other activities.

### 210.1.1 DEFINITIONS

Definitions related to this policy include:

**Target hazard** - A building or occupancy that is unusually dangerous in terms of life loss, or that has a high potential for property damage. A target hazard is often the subject of a target hazard assessment and training by virtue of its potential to overload equipment and personnel resources; involve atypical hazards; require special technical advice; require a multi-agency response; involve complex firefighting operations; and have a significant impact on the community if the building or occupancy were destroyed.

## 210.2 POLICY

The Oshtemo Fire and Rescue Department will establish, update, and maintain a master schedule of annual activities to facilitate the overall planning and coordination of activities and resources.

## 210.3 RESPONSIBILITIES

The Administration Deputy Chief is responsible for creating and maintaining a calendar that includes a schedule of all training required in compliance with state and federal regulations, required inspections, and other significant activities (Mich. Admin. Code, R 408.17411). The calendar should include at a minimum:

- (a) All necessary National Incident Management System (NIMS) and Michigan Occupational Safety and Health Administration (MIOSHA) training.
- (b) All required Medical First Responder (MFR / EMR) recertification training as necessary to meet the local medical control authority and Michigan Department of Health and Human Services and National Registry requirements.
- (c) Training required for maintaining competencies in job-specific duties and functions, including emergency response roles, the Incident Command System (ICS), and other required MIOSHA training, in addition to hazardous material training, wildland interface training, and target hazard training as required by federal, state, and local law or regulatory agency. Training may include manipulative exercises, didactic classroom work, and simulations.
- (d) An annual vehicle inventory.
- (e) An inspection and review of all plot plans and pre-fire plans.
- (f) Protective clothing inspections.
- (g) Self-contained breathing apparatus (SCBA) inspections and testing.

# Oshtemo Fire and Rescue Department

Policy Manual

## *Annual Planning Master Calendar*

---

- (h) Hose and ladder inspection, including aerial inspections.
- (i) Vehicle and pump capacity inspection and testing.
- (j) Annual medical evaluation of personnel.
- (k) Annual quantitative and qualitative fit testing of respiratory protection devices.
- (l) MIOSHA-required vehicle inspections.
- (m) All other training and inspections required by any federal, Michigan, or local agency.



October 5, 2020

**Mtg Date:** October 13, 2020

**To:** Oshtemo Charter Township Board

**From:** Iris Lubbert, AICP, Planning Director

**Subject:** Child and Adult Foster Care Facilities – First Reading

---

Objective:

Consideration of the Child and Adult Foster Care Facilities ordinance language for First Reading.

Background:

Township Planning Department staff have recently been approached about the possibility for a foster care facility to house 8-10 refugee children under the age of 18. Examining the Township's Zoning Ordinance, staff found that no such use is identified as allowable in any zoning district in Oshtemo. A general tenant of local zoning is that no reasonable use of land can be outright prohibited in any community and must be allowed somewhere. In the interest of adhering to accepted legal convention, good planning practice, and the preservation of Township residents' property rights, staff worked with legal counsel to draft language for an amendment to the Zoning Ordinance to address this gap in the code. State Law MCL 722.111, which outlines the requirements for foster care organizations in Michigan, was used as a guide. The drafted code amendment was presented to the Planning Commission at their regular August 27<sup>th</sup> meeting. After discussion the Planning Commission unanimously motioned to forward the proposed language to a Public Hearing.

A notice for a Public Hearing was published on Tuesday, September 8, 2020. A Public Hearing was held at the September 24<sup>th</sup> Planning Commission meeting. There was no public comment. The Planning Commission unanimously motioned to forward the proposed Child and Adult Foster Care Facilities language to the Township Board with a recommendation of approval.

Summary of Proposed Amendments:

The goal of the proposed amendments is to appropriately allow for various foster care facilities within the Township while ensuring that State housing regulations are met. Overall, the amendments can be grouped into four categories, outlined below.

1. The addition of six new definitions to Section 2.20 of the Code that define the various levels or intensities of foster care facilities. These definitions were taken from MCL 722.111.
2. Adding 'Adult Foster Care Facilities' and 'Foster Family Homes' as Permitted Uses in all Oshtemo residential districts, including AG-Agricultural. These two uses allow for the care of up to four foster children or adults. It should be noted that these two uses are already permitted in these districts by State Law.
3. Adding the other four defined foster care facilities, group under the term 'Larger Facilities for Child and Adult Foster Care', as Special Uses to the R-3, R-4, and 9th Street and West Main Overlay zones. These three zoning districts allow for higher density residential development; the four 'Larger Facilities for Child and Adult Foster Care' follow the intent of those districts. By having these facilities placed under the Special Use category additional criteria can be considered in their review and the Planning Commission will review these cases on a case-by-case basis.

4. The addition of Special Use requirements to Section 49 for the Larger Child and Adult foster Care Facilities. The Special Use requirements were modeled after MCL 722.111.

Attachments: Proposed Amendments



**The following definitions are proposed to be added to 2.20 Definitions**

Adult Foster Care Facility- a State certified facility housing at least one but not more than four adults that receive benefits from community mental health service programs. Shall not be signed.

Adult Foster Care Small Group Home – a State certified facility hosting at least three but not more than 12 adults that receive benefits from community mental health service programs.

Adult Foster Care Large Group Home – a State certified facility hosting at least thirteen but not more than 20 adults that receive benefits from community mental health service programs.

Child Caring Institution - A State certified care facility which allows more than four, but less than 13 minor foster children on a 24-hour basis.

Foster Family Group Home - A State certified care facility which allows more than four, but fewer than seven minor foster children on a 24-hour basis.

Foster Family Home – A private home of a State certified caregiver that allows one, but not more than four minor foster children on a 24-hour basis. Shall not be signed.

**The addition of the following uses, outlined by zoning district, are being proposed.**

**AG: AGRICULTURAL DISTRICT**

**4.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**RR: RURAL RESIDENTIAL**

**5.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**R-1: RESIDENCE DISTRICT**

**6.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**R-2: RESIDENCE DISTRICT**

**7.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**R-3: RESIDENCE DISTRICT:**

**8.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**8.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

**R-4: RESIDENCE DISTRICT:**

**9.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**9.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

**R-5: RESIDENCE DISTRICT**

**10.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**9TH STREET AND WEST MAIN OVERLAY ZONE:**

**35.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

**The following review criteria are being proposed to be added to Section 49 – Requirements for Special Uses**

Larger Facilities for Child and Adult Foster Care:

1. Shall not be located closer than 1,500 feet to any of the following:
  - a. Another licensed group childcare home or Child Caring Institution;
  - b. An adult foster care small group home or large group home;
  - c. A facility offering substance use disorder services to seven or more people;
  - d. Community correction center, Half-way house, or similar facility
2. Outside play or social areas are appropriately fenced for the safety of the residents.
3. The residential character of the property shall be preserved and maintained. Any building must be compatible in size, height, external design, landscaping, and surrounding open space as other residential buildings in the area.
4. No signs are permitted.
5. One parking space, in accordance with Article 52, shall be provided for each non-resident employee working on site at any one time.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED ON SEPTEMBER 24, 2020

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the additions to Article 2, Section 2.20 Definitions of the Township Zoning Ordinance, to define Adult Foster Care Facility, Adult Foster Care Small Group Home, Adult Foster Care Large Group Home, Child Caring Institution, Foster Family Group Home and Foster Family Home and to permit Child and Adult Foster Care Facilities within the Township, to read, in summary, as follows:

SEE ATTACHMENT

OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION



Date: September 24, 2020

By: \_\_\_\_\_

James W. Porter  
Township Attorney

Final Action by Oshtemo Charter Township Board

  X        APPROVED \_\_\_\_\_

\_\_\_\_\_      DENIED \_\_\_\_\_

\_\_\_\_\_      REFERRED BACK TO PLANNING COMMISSION

## ATTACHMENT

### **2.20 Definitions**

Adult Foster Care Facility- a State certified facility housing at least one but not more than four adults that receive benefits from community mental health service programs. Shall not be signed.

Adult Foster Care Small Group Home – a State certified facility hosting at least three but not more than 12 adults that receive benefits from community mental health service programs.

Adult Foster Care Large Group Home – a State certified facility hosting at least thirteen but not more than 20 adults that receive benefits from community mental health service programs.

Child Caring Institution - A State certified care facility which allows more than four, but less than 13 minor children on a 24-hour basis.

Foster Family Group Home - A State certified care facility which allows more than four, but fewer than seven minor children on a 24-hour basis.

Foster Family Home – A private home of a State certified caregiver that allows one, but not more than four minor children on a 24-hour basis. Shall not be signed.

### **AG: AGRICULTURAL DISTRICT**

#### **4.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

### **RR: RURAL RESIDENTIAL**

#### **5.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

### **R-1: RESIDENCE DISTRICT**

#### **6.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

### **R-2: RESIDENCE DISTRICT**

#### **7.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

### **R-3: RESIDENCE DISTRICT:**

#### **8.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

#### **8.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

#### **R-4: RESIDENCE DISTRICT:**

##### **9.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

##### **9.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

#### **R-5: RESIDENCE DISTRICT**

##### **10.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

#### **9TH STREET AND WEST MAIN OVERLAY ZONE:**

##### **35.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

#### **49 – Requirements for Special Uses**

Larger Facilities for Child and Adult Foster Care:

1. Shall not be located closer than 1,500 feet to any of the following:
  - a. Another licensed group childcare home or Child Caring Institution;
  - b. An adult foster care small group home or large group home;
  - c. A facility offering substance use disorder services to seven or more people;
  - d. Community correction center, Half-way house, or similar facility
2. Outside play or social areas are appropriately fenced for the safety of the residents.
3. The residential character of the property shall be preserved and maintained. Any [building](#) must be compatible in size, height, external design, landscaping, and surrounding open space as other residential buildings in the area.
4. No signs are permitted.
5. One parking space, in accordance with [Article 52](#), shall be provided for each non-resident employee working on site at any one time.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_, 2020

Effective: \_\_\_\_\_, 2020

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, Article 2

Construction of Language and Definitions, by the addition of the definitions of Adult Foster Care Facility, Adult Foster Care Small Group Home, Adult Foster Care Large Group Home, Child Caring Institution, Foster Family Group Home and Foster Family Home and to permit Child and Foster Care Facilities within the Township. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN  
ORDAINS:

SECTION I. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 2: CONSTRUCTION OF LANGUAGE AND DEFINITIONS, SECTION 2.20 DEFINITIONS. Article 2: Construction of Language and Definitions, Section 2.20 is hereby amended to add the following:

**ARTICLE 2: CONSTRUCTION OF LANGUAGE AND DEFINITIONS**

**2.20 DEFINITIONS**

Adult Foster Care Facility- a State certified facility housing at least one but not more than four adults that receive benefits from community mental health service programs. Shall not be signed.

Adult Foster Care Small Group Home – a State certified facility hosting at least three but not more than 12 adults that receive benefits from community mental health service programs.

Adult Foster Care Large Group Home – a State certified facility hosting at least thirteen but not more than 20 adults that receive benefits from community mental health service programs.

Child Caring Institution - A State certified care facility which allows more than four, but less than 13 minor children on a 24-hour basis.

Foster Family Group Home - A State certified care facility which allows more than four, but fewer than seven minor children on a 24-hour basis.

Foster Family Home – A private home of a State certified caregiver that allows one, but not more than four minor children on a 24-hour basis. Shall not be signed.

SECTION II. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 4: AG: AGRICULTURAL DISTRICT, SECTION 4.20 PERMITTED USES. Article 4: AG: AGRICULTURAL DISTRICT,  
Section 4.20 is hereby amended to add the following:

**ARTICLE 4: AG: AGRICULTURAL DISTRICT**

**4.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

SECTION III. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 5: RR: RURAL RESIDENTIAL DISTRICT, SECTION 5.20 PERMITTED USES. Article 5: RR: RURAL RESIDENTIAL DISTRICT,  
Section 5.20 is hereby amended to add the following:

**ARTICLE 5: RR: RURAL RESIDENTIAL DISTRICT**

**5.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

SECTION IV. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 6: R-1: RESIDENTIAL DISTRICT, SECTION 6.20 PERMITTED USES. Article 6: R-1 RESIDENTIAL DISTRICT, Section 6.20 is hereby amended to add the following:

**ARTICLE 6: R-1: RESIDENTIAL DISTRICT**

**6.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

SECTION V. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 7: R-2: RESIDENTIAL DISTRICT, SECTION 7.20 PERMITTED USES. Article 7: R-2 RESIDENTIAL DISTRICT, Section 7.20 is hereby amended to add the following:

**ARTICLE 7: R-2: RESIDENTIAL DISTRICT**

**7.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

SECTION VI. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 8: R-3: RESIDENTIAL DISTRICT, SECTIONS 8.20 PERMITTED USES AND 8.40 SPECIAL USES. Article 8: R-3 RESIDENTIAL DISTRICT, Sections 8.20 and 8.40 are hereby amended to add the following:

**ARTICLE 8: R-3: RESIDENTIAL DISTRICT**

**8.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home



**8.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

SECTION VII. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 9: R-4: RESIDENTIAL

DISTRICT, SECTIONS 9.20 PERMITTED USES AND 9.40 SPECIAL USES. Article 9: R-4

RESIDENTIAL DISTRICT, Sections 9.20 and 9.40 are hereby amended to add the following:

**ARTICLE 9: R-4: RESIDENTIAL DISTRICT**

**9.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

**9.40 Special Uses**

Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

SECTION VIII. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 10: R-5: RESIDENTIAL

DISTRICT, SECTION 10.20 PERMITTED USES. Article 10: R-5 RESIDENTIAL DISTRICT,

Section 10.20 is hereby amended to add the following:

**ARTICLE 10: R-5: RESIDENTIAL DISTRICT**

**10.20 Permitted Uses**

Adult Foster Care Facility  
Foster Family Home

SECTION IX. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 35: 9<sup>TH</sup> STREET AND WEST MAIN OVERLAY ZONE, SECTION 35.40 SPECIAL, PARAGRAPH A RESIDENTIAL. Article 35: 9<sup>th</sup> Street and West Main Overlay Zone, Section 35.40 Special Uses, Paragraph A Residential is hereby amended to add the following as Paragraph 6:

**ARTICLE 35: 9<sup>TH</sup> STREET AND WEST MAIN OVERLY ZONE**

**35.40 Special Uses**

**A. Residential**

6. Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Homes, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home

SECTION X. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 49: REQUIREMENTS FOR SPECIAL USES, SECTION 49.140. Article 49 Requirements for Special Uses, Section 49.140 Larger Child and Adult Foster Care Facilities is hereby added as follows and remaining sections renumbered:

**ARTICLE 49: REQUIREMENTS FOR SPECIAL USES**

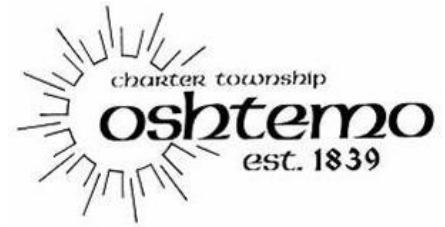
**49.140 Larger Facilities for Child and Adult Foster Care:**

1. Shall not be located closer than 1,500 feet to any of the following:
  - a. Another licensed group childcare home or Child Caring Institution;
  - b. An adult foster care small group home or large group home;
  - c. A facility offering substance use disorder services to seven or more people;
  - d. Community correction center, Half-way house, or similar facility

2. Outside play or social areas are appropriately fenced for the safety of the residents.
3. The residential character of the property shall be preserved and maintained. Any [building](#) must be compatible in size, height, external design, landscaping, and surrounding open space as other residential buildings in the area.
4. No signs are permitted.
5. One parking space, in accordance with [Article 52](#), shall be provided for each non-resident employee working on site at any one time.

SECTION XI. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



# Memorandum

**Date:** 14 October 2020  
**To:** Township Board  
**From:** Libby Heiny-Cogswell, Supervisor  
Josh Owens, Assistant to the Supervisor  
**Subject:** Oshtemo Charter Township - 2021 Budget & 2021 Capital Improvement Plan

---

## **Objective**

Board consideration of noticing the 2021 annual Budget for public review.  
Board consideration of adoption of the 2021 Capital Improvements Plan (CIP).

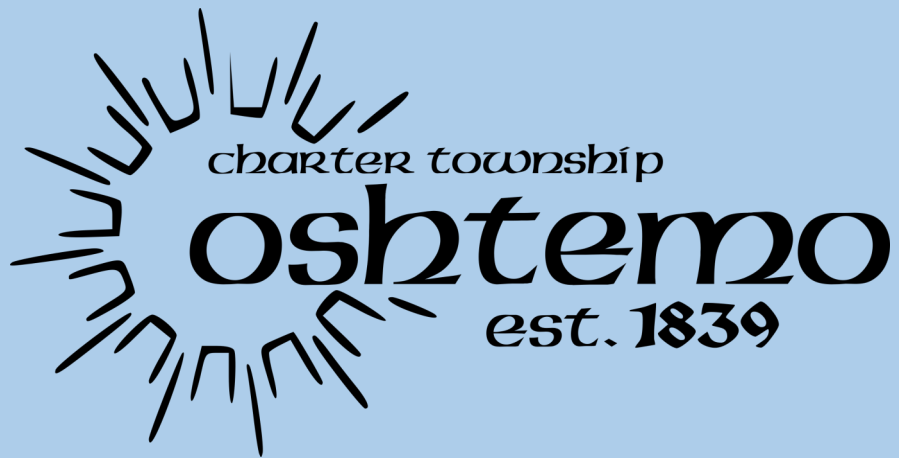
## **Background**

The 2021 Budget and CIP were developed through discussion with Staff and the Township Board at public meetings starting in May and continuing to October. The Budget & CIP are now compiled and provided for public review. Required noticing of the 2021 Budget in the newspaper and online will occur in coming weeks. The Board will consider the Budget for adoption at their regular meeting on November 10th, 2020.

### *2021 Budget & Capital highlights include:*

- Roads & Non-motorized Projects
  - Local Road Maintenance PAR Program Match with KCRC (\$240K)
- Police Protection
  - Kalamazoo County/KCSO Contract – 2 Sergeants; 9 Deputies (\$1.3M)
- Fire & EMS Services
  - Engine 511 – 2008 Pierce Fire Truck Refurbishment (\$120K)
  - Personal Protection Equipment & Other Firefighting Equipment (\$150K)
  - Fire Station 1 Roof Replacement/Fire Stations Maintenance (\$143K)
- Information Technology
  - Security and Router Upgrades for Fire Station 1 and Township Offices (\$14K)
  - Township Website Replacement (\$25K)
  - Expanded Remote Desktop Server space to address Work from Home (\$7K)
- HARC
  - Revolving Fund Sewer Connection Assistance (\$300K)
- Sewer
  - SAW Maintenance/Repairs (\$111K)
- Cemeteries, Buildings & Grounds
  - Plow Truck (\$70K)
  - Cemetery Trust Fund for Maintenance (\$5K)

- Staffing
  - Transition Staffing to address 2021 retirements
  - Change .5 FTE Ordinance Enforcement Administrative Assistant position to .5 FTE Ordinance Enforcement Officer position
- Parks
  - Drake Farmstead Park drive entrance, prairie maintenance, lighting (\$37.8K)
  - Parks Maintenance: parking lot, playground surface renewal, tree trimming, trail signs, etc. (\$17K)
- Street Lighting
  - Continued LED Conversions (\$18K)
- TIF Districts
  - Downtown Development Authority
    - Additional Stadium Drive Sidewalk through DDA area (\$450K)
  - South Drake Corridor Improvement Authority (SoDA)
    - Annual Reimbursement to Township for Drake Path (\$30K)



**Budget**  
**Fiscal year**  
**2021**

# Table of Contents

Revenues/Expenditures Summaries	P. 1
General Fund	P. 4
Parks Fund	P. 21
Cemetery Fund	P. 24
Fire Department Fund	P. 26
Police Fund	P. 34
Street Lighting Fund	P. 39
Sewer Hardship Revolving Fund	P. 42
South Drake Corridor Improvement Authority (SoDA)	P. 45
Building Fund	P. 48
Sewer Fund	P. 51
Water Fund	P. 54
Retiree Medical Trust Fund	P. 57
Downtown Development Authority Fund	P. 60

**Revenue Budget Summary  
Fiscal 2021 Budget**

<b>General Fund</b>	Carryover	1,455,000
	Current Real Property Tax	797,874
	Delq P.P. Tax	2,500
	Payments in Lieu of Taxes	2,000
	Other Tax Related Revenue	2,000
	Property Tax Admin Fee	371,000
	Animal Licenses	200
	Manufactured Home Comm Fees	5,000
	Hawkers/Peddlers	100
	Reimburse Revenue	21,500
	SRS-Right of Way	18,000
	SRS-Sales Tax Statutory	35,000
	SRS-Sales Tax Constitutional	1,800,000
	Other Grants	55,000
	FOIA/Subpoena Payment	2,500
	Cable Fees	165,000
	Election Reimbursement	10,000
	Planning Fees	30,000
	Metal Recycling Revenue	3,000
	Sidewalk Permit/Inspection	1,500
	Grave Openings	20,000
	Sales of Lots	10,000
	Monument Installations	4,000
	Interest Earned	14,000
	SMBA Facility Fee	21,000
<b>Parks Fund</b>	Donations - Restricted	10,000
	Grant Revenues	13,650
	Rental Fee - Grange	3,000
	Rental Fee - Oshemo Community Center	5,500
	Rental Fee - Twp Park Pavilion	6,000
	Rental Fee - Flesher Pavilion	4,000
	Rental Fee - Flesher Gazebo	500
	Rental Fee - Drake Farmstead	2,000
	Interest Earned	13,300
	Transfer from General Fund	250,000
<b>Cemetery Trust Fund</b>	Transfer from General Fund	5,000
<b>Fire Operating</b>	Carryover	0
	Current Property Tax Levy	2,613,722
	Interest Earned	5,000
<b>Fire Equipment/Facilities</b>	Carryover	149,350
	Current Property Tax Levy	461,245
	Interest Earned	3,500
<b>Police Fund</b>	Current Property Tax Levy	1,416,383
	Liquor License Fees	22,000
	Ordinance Violations-8th District Court	20,000
	General Ordinance Violations	2,000
	Rental Housing Inspection Applications	2,000
	Interest Earned	2,000
<b>Street Lighting Fund</b>	Current Property Tax Levy	159,000
<b>Sewer Hardship Revolving Fund</b>	Transfer from Other Funds	300,000
<b>SoDA Fund</b>	Current Real Property Tax	40,000
	Interest Earned	500
<b>Building Fund</b>	Carryover	50,000
<b>Sewer Fund</b>	Mortgage/Contract/SAD/FF	250,000
	Interest on Investments	1,800
	Interest on Assessments	10,000
	Assessment Revenue	200,000
	Benefit Fees	330,000
	Surcharge	315,000
	Transfer In	250,000
<b>Water Fund</b>	Carryover	40,000
	Mortgage/Contract/SAD/FF	28,000
	Interest on Investments	10,000
	Interest on Assessments	4,000
	Assessment Revenue	30,000
	Benefit Fees	70,000
	Surcharge	84,000
<b>Retiree Medical Trust Fund</b>	Carryover	15,000
<b>DDA Fund</b>	Carryover	500,000
	Current Real Property Tax	189,476
	Miscellaneous	35,000
	Interest Earned	1,000
	<b>Total Revenue</b>	<b>12,769,100</b>



**Expenditures Summary  
Fiscal 2021 Budget**

<b>General Fund</b>	Transfer	505,000
	Supervisor	236,873
	Clerk	137,025
	Treasurer	111,416
	Trustees	38,880
	Elections	16,700
	Information Technology	261,254
	Assessing/Tax Records	267,940
	Cemetery, Bldgs & Grounds	744,400
	Finance & Legal	112,500
	Insurance & Bonds	348,900
	General Twp Operations	314,680
	Legal	183,604
	Public Works	1,296,740
	Planning Dept	270,262
	<b>Total General Fund</b>	<b>4,846,174</b>
<b>Parks Fund</b>	Parks	295,328
		<b>Total Parks Fund</b>
<b>Fire Fund Operating</b>	Administration	1,632,517
	Dept Operations	878,965
	Maintenance	107,240
		<b>Total Fire Fund - Operations</b>
<b>Fire Fund Equipment/Facilities</b>	Equipment	429,597
		<b>Total Fire Fund - Equipment/Facilities</b>
<b>Police Fund</b>	Police Contract	1,347,500
	Parking Violations Enforcement	7,700
	Gen Ordinance Enforcement	52,078
		<b>Total Police Fund</b>
<b>Street Lighting Fund</b>	Public Works	159,000
		<b>Total Street Lighting Fund</b>
<b>Sewer Hardship Revolving Fund</b>	Revolving Improvement	50,000
		<b>Total Sewer Hardship Revolving Fund</b>
<b>SoDA Fund</b>	Economic Development	38,000
		<b>Total SoDA Fund</b>
<b>Building Fund</b>	Building Dept	49,578
		<b>Total Building Fund</b>
<b>Sewer Fund</b>	Sewer	733,030
		<b>Total Sewer Fund</b>
<b>Water Fund</b>	Water	260,876
		<b>Total Water Fund</b>
<b>Retiree Medical Trust Fund</b>	Insurance & Bonds	15,000
		<b>Total Retiree Medical Trust Fund</b>
<b>DDA Fund</b>	Economic Development	654,250
		<b>Total DDA Fund</b>
	<b>Total All Funds</b>	<b>11,556,833</b>

**Planned Expenditure Comparison  
By Fund  
Fiscal 2021 Budget**

	<b>2020</b>	<b>2021</b>	<b>2020 Variance</b>	<b>2021 Variance Percentage</b>
<b>General</b>	7,111,451	4,846,174	-2,265,277	-32%
<b>Parks</b>	540,088	295,328	-244,760	-45%
<b>Fire Operations</b>	2,544,614	2,618,722	74,108	3%
<b>Fire Equipment &amp; Facilities</b>	431,606	429,597	-2,009	0%
<b>Police</b>	969,233	1,407,278	438,045	45%
<b>Street Lighting</b>	135,000	159,000	24,000	18%
<b>Sewer Hardship</b>		50,000	50,000	NA
<b>South Drake Corridor Improvement Authority</b>	40,400	38,000	-2,400	-6%
<b>Building</b>	50,383	49,578	-805	-2%
<b>Sewer</b>	1,641,775	733,030	-908,745	-55%
<b>Water</b>	474,027	260,876	-213,151	-45%
<b>Retiree Medical Trust</b>	13,500	15,000	1,500	11%
<b>Downtown Development Authority</b>	706,250	654,250	-52,000	-7%
<b>Total</b>	<b>14,658,327</b>	<b>11,556,833</b>	<b>-3,101,494</b>	<b>-21%</b>

# General Fund

Budget  
Fiscal year  
2021



10/12/2020

BUDGET REPORT FOR OSHTEMO CHARTER TOWNSHIP

2021 BUDGET

Calculations as of 10/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	2020 ACTIVITY THRU 10/31/20	2021 RECOMMENDED BUDGET
Dept 001 - Revenue				
ESTIMATED REVENUES				
101-001-40100	Carryover	2,562,875		1,455,000
101-001-40300	Current Real Property Tax	845,972	786,858	797,874
101-001-40700	Delq P.P. Tax			2,500
101-001-43000	Payments in Lieu of Taxes	2,000	2,215	2,000
101-001-44500	Other Tax Related Revenue	2,000	24,537	2,000
101-001-44700	Property Tax Admin Fee	367,023	366,103	371,000
101-001-45200	Animal Licenses	200	200	200
101-001-45300	Manufactured Home Comm Fees	4,900	3,811	5,000
101-001-45400	Hawkers/Peddlers	100	30	100
101-001-47600	Reimburse Revenue	34,254	11,461	21,500
101-001-47700	SRS-Right of Way	16,000	17,555	18,000
101-001-57400	SRS-Sales Tax Statutory	77,268	25,580	35,000
101-001-57500	SRS-Sales Tax Constitutional	2,030,287	910,372	1,800,000
101-001-57600	Other Grants	801,572		55,000
101-001-60300	FOIA/Subpeona Payment	2,500	720	2,500
101-001-60500	Cable Fees	170,000	124,724	165,000
101-001-60700	Election Reimbursement	30,000		10,000
101-001-61400	Planning Escrow		(78)	
101-001-61500	Planning Fees	30,000	19,650	30,000
101-001-61700	Metal Recycling Revenue	4,000	1,663	3,000
101-001-61800	Sidewalk Permit/Inspection	1,500	7,710	1,500
101-001-63400	Grave Openings	19,000	15,154	20,000
101-001-64300	Sales of Lots	10,000	9,200	10,000
101-001-64500	Monument Installations	4,000	3,881	4,000
101-001-66500	Interest Earned	75,000	22,820	14,000
101-001-69900	SMBA Facility Fee	21,000	20,250	21,000
Total for dept 001 - Revenue				4,846,174
TOTAL ESTIMATED REVENUES				4,846,174

Dept 110 - Transfer to Other Funds			
101-110-96510	Transfer to Sewer	250,000	250,000
101-110-96525	Transfer to Cemetery	5,000	5,000
101-110-96560	Transfer to Parks Fund	325,000	250,000
Totals for dept 110 - Transfer to Other Funds			505,000

Dept 171 - Supervisor				
101-171-70200	Salaries	220,078	161,222	204,819
101-171-71500	Payroll Taxes - FICA	16,836	11,886	15,669
101-171-72200	Pension Plan	15,883	6,415	16,385
Totals for dept 171 - Supervisor				236,873

---

Dept 173 - Clerk			
101-173-70200	Salaries	116,481	91,427
101-173-71500	Payroll Taxes - FICA	8,911	6,475
101-173-72200	Pension Plan	9,318	3,614
Totals for dept 173 - Clerk			137,025

Dept 174 - Treasurer			
101-174-70200	Salaries	96,413	74,706
101-174-71500	Payroll Taxes - FICA	7,276	5,406
101-174-72200	Pension Plan	7,609	2,988
101-174-73000	Postage	7,500	2,609
Totals for dept 174 - Treasurer			111,416

---



Dept 175 - Trustees				
101-175-70200	Salaries	28,000	18,610	36,000
101-175-71500	Payroll Taxes - FICA	2,240	1,424	2,880
Total for dept 175 - Trustees				38,880

Dept 191 - Elections				
101-191-71500	Payroll Taxes - FICA	150	159	100
101-191-72200	Pension Plan	100	88	100
101-191-72800	Supplies	15,500	19,312	3,000
101-191-73000	Postage	34,500	28,390	4,000
101-191-80800	Precinct Workers	52,300	6,794	9,500
101-191-82670	Facility Rental Fees	1,000	500	
101-191-97000	Capital Outlay-Equipment	3,325		
Totals for dept 191 - Elections				16,700

Dept 201 - Information Technology				
101-201-70200	Salaries/Clerical	56,000	26,923	56,000
101-201-71500	Payroll Taxes - FICA	4,284	2,062	4,284
101-201-72200	Pension Plan	3,102	1,034	4,480
101-201-72800	Supplies	1,000	1,300	3,000
101-201-80500	Computer Support	115,950	79,112	150,740
101-201-97000	Capital Outlay	11,000	3,144	42,750
Totals for dept 201 - Information Technology				261,254

Dept 209 - Assessing/Tax Records				
101-209-70200	Salaries	116,201	90,899	119,922
101-209-70300	Board of Review Salaries	3,000	2,535	3,000
101-209-71500	Payroll Taxes - FICA	8,889	6,911	9,174
101-209-72200	Pension Plan	9,296	3,636	9,594
101-209-72800	Supplies	4,000	476	1,000
101-209-73000	Postage	6,500	6,063	7,250
101-209-80700	Contracted Appeals	60,000	18,607	60,000
101-209-82000	Engineering Fees	20,000	6,656	20,000
101-209-82600	Legal Fees	18,000		20,000
101-209-87000	Mileage	800		800
101-209-90300	Legal Notices	1,200	865	1,200
101-209-95800	Education/Dues	5,000	750	5,000
101-209-97000	Capital Outlay-Equipment	11,000	2,526	11,000
Totals for dept 209 - Assessing/Tax Records				267,940

Dept 218 - Cemetery, Bldgs & Grounds				
101-218-72800	Supplies	1,500	243	1,500
101-218-75100	Vehicle Maintenance	3,000	9	3,000
101-218-75300	Grounds Maint Equipment	2,500	939	2,500
101-218-75700	Tools & Supplies	1,500	67	1,500
101-218-76000	Facility Supplies	3,200	945	3,200
101-218-76600	Expendable Supplies	3,000	1,483	3,000
101-218-80500	Contracted Snow Removal	1,000		1,000
101-218-80600	Contracted Lawn Maintenance	11,500	9,000	12,500
101-218-80800	Contracted Grave Openings		12,935	20,000
101-218-86800	Fuel, Oil & Grease	1,500	277	1,500
101-218-92000	Water	2,000	1,227	2,000
101-218-92100	Electric	23,000	13,136	23,000
101-218-92300	Heat	4,000	2,101	4,000
101-218-93100	Maintenance Services	24,500	12,787	28,700
101-218-97400	Capital Outlay	187,500	1,644	637,000
Totals for dept 218 - Cemetery, Bldgs & Grounds				744,400

Dept 223 - Finance & Legal  
101-223-82500  
101-223-82600  
Totals for dept 223 - Finance & Legal

Accounting & Audit Fees	62,500	42,056	62,500
Legal Fees	30,000	44,030	50,000
	-----		-----
			112,500
	-----		-----

Dept 234 - Insurance & Bonds				
101-234-71600	Health & Life Insurance	214,500	208,438	214,900
101-234-72500	Retiree Health Care	68,400	(3,594)	72,000
101-234-91100	Worker's Compensation	13,700	10,087	12,000
101-234-91200	General Insurance	42,000	14,988	50,000
Totals for dept 234 - Insurance & Bonds				348,900

Dept 249 - General Twp Operations				
101-249-70200	Salaries	123,985	76,225	103,062
101-249-70400	In Lieu Of Insurance	7,020	5,625	
101-249-71500	Payroll Taxes - FICA	9,584	5,763	7,984
101-249-72200	Pension Plan	9,542	3,019	7,972
101-249-72800	Supplies	8,000	6,100	8,000
101-249-72900	Petty Cash	300	300	
101-249-73000	Postage	15,000	11,940	15,000
101-249-75100	Vehicle Maintenance	1,500		1,500
101-249-80800	Contracted Services	71,500	52,272	4,500
101-249-85300	Telephone	7,000	4,906	7,000
101-249-86800	Fuel, Oil & Grease	800	84	800
101-249-87000	Mileage	1,000	254	500
101-249-87200	New Hire Expenses	4,000	5,697	3,000
101-249-90300	Legal Notices	18,000	11,466	18,000
101-249-93300	Equipment Maintenance	12,400	10,333	12,400
101-249-95600	Household Hazard Waste	17,000	10,187	17,000
101-249-95700	Newsletter	16,000	8,988	35,000
101-249-95800	Education/Dues	24,000	10,878	20,000
101-249-95900	Trash Collection	51,000	30,353	51,000
101-249-96100	BOR/MTT Refunds		9,501	
101-249-96300	Contingency Items	19,272		1,962
101-249-97600	Capital Outlay	106,500		
101-249-97700	Capital Outlay / Equipment	10,000		
Totals for dept 249 - General Twp Operations				314,680



Dept 250 - Legal				
101-250-70200	Salaries	267,647	210,090	232,500
101-250-71500	Payroll Taxes - FICA	16,988	14,549	16,404
101-250-72200	Pension Plan	21,412	8,404	18,600
101-250-72800	Supplies	1,200	1,439	1,000
101-250-80800	Contracted Legal Counsel/Temp Paralegal	2,200		
101-250-83000	Departmental Billings	(99,000)	(3,890)	(99,000)
101-250-87000	Mileage	550		500
101-250-95500	Law Library/Archives	14,500	9,726	12,000
101-250-95800	Education/Dues	1,200	224	1,000
101-250-97000	Capital Outlay	1,250		600
Totals for dept 250 - Legal				183,604

Dept 506 - Public Works				
101-506-70200	Salaries	84,167	68,301	71,630
101-506-71500	Payroll Taxes - FICA	6,477	5,055	5,480
101-506-72200	Pension Plan	5,711	2,105	5,730
101-506-72800	Supplies	2,500	117	500
101-506-73000	Postage	600	221	500
101-506-82000	Engineering Fees	6,000	77	5,000
101-506-82600	Legal Fees	12,000		5,000
101-506-87000	Mileage	500	461	500
101-506-95200	Road Project Costs	352,552	20,009	
101-506-95200.RDMAIN	Road Project Costs	397,082	242,571	240,000
101-506-95200.SANCOB	Sewer 1, Contract B		1,620	
101-506-95300	Storm Sewer Costs	12,000		15,000
101-506-95800	EDUCATION/DUES	2,000		2,000
101-506-97600	Capital Outlay	20,000	30	20,000
101-506-97600.NMDRDR	Non-Motorized Drake Rd	286,000	1,900	6,000
101-506-97600.NMDRSA	Non Motorized Drake Safety Grant	657,500	52,407	
101-506-97600.NMDRTA	South Drake Phase 2 Transportation Alt.	213,000	32,920	
101-506-97600.NMKLAV	Non Motorized Facility KL Ave	20,000		10,000
101-506-97600.NMP211	NON-MOTO WHITEGATE TO POWDERHORN			95,500
101-506-97600.NMS9TH	Non motorized 9th St.	30,000		
101-506-97600.NMSTDM	Non motorized Stadium	520,000	15,530	6,000
101-506-97600.PLATSW	Capital Outlay / Bldg Adds	30,000	10,148	
101-506-97600.SANCOA	Sewer 1 Contract A		3,239	174,900
101-506-97600.SANCOB	Sewer 1, Contract B	148,800		30,000
101-506-97600.SANPH2	Sewer 2	30,000		
101-506-97600.SWGMDR	Sidewalk, Green Meadow	430,000		239,000
101-506-97600.SWMHDR	Sidewalk, Maple Hill and Croyden	473,000		364,000
Totals for dept 506 - Public Works				1,296,740

Dept 805 - Planning Dept				
101-805-70200	Salary	108,163	84,076	133,369
101-805-70300	SALARY-PC/ZBA	14,380	7,025	14,380
101-805-71500	Payroll Taxes - FICA	8,274	6,595	10,203
101-805-72200	Pension Plan	8,653	3,363	10,670
101-805-72800	Supplies	2,000	251	1,000
101-805-73000	Postage	2,000	32	2,000
101-805-80100	GIS Expense	7,000	1,836	14,000
101-805-80800	Consultants	25,000	12,112	29,000
101-805-81000	Escrow Refund		4,620	
101-805-82000	Engineering Fees	3,000	1,650	3,000
101-805-82600	Legal Fees	32,000		32,000
101-805-87000	Mileage	300		300
101-805-90300	Legal Notices	15,000	8,597	15,000
101-805-95800	Education/Dues	5,000	1,969	5,340
Totals for dept 805 - Planning Dept				270,262
<hr/>				
TOTAL APPROPRIATIONS - FUND 101		7,111,451	2,161,592	4,846,174
NET OF REVENUES/APPROPRIATIONS - FUND 101				0

# Parks Fund

Budget  
Fiscal year  
2021



Fund 107 - Parks

Dept 751 - Parks Revenue

ESTIMATED REVENUES

107-751-40100	Carryover	150,949		
107-751-46000	Donations - Restricted	10,000	10,000	10,000
107-751-46100	Donations - Unrestricted		966	
107-751-46200	Grant Revenues	13,650	51,959	13,650
107-751-47200	Rental Fee - Grange	6,000	740	3,000
107-751-47300	Rental Fee - Oshtemo Community Center	11,000	3,040	5,500
107-751-47400	Rental Fee - Twp Park Pavilion	6,000	2,340	6,000
107-751-47500	Rental Fee - Flesher Pavilion	4,000	2,905	4,000
107-751-47600	Rental Fee - Flesher Gazebo	200	625	500
107-751-47700	Rental Fee - Drake Farmstead			2,000
107-751-66500	Interest Earned	16,000	103	13,300
107-751-67500	Transfer from General Fund	325,000		250,000
Totals for Dept 751 - Parks Revenue				307,950

Dept 756 - Parks Facilities				
107-756-70210	Salaries	94,472	53,715	77,953
107-756-71500	Payroll Taxes - FICA	7,227	3,961	5,963
107-756-72200	Pension Plan	6,340	1,903	5,697
107-756-72800	Program/Marketing Supplies	2,500		3,000
107-756-75100	Vehicle Maintenance	2,600		2,600
107-756-75300	Grounds Maint Equipment	4,500	1,587	4,500
107-756-75700	Tools & Supplies	300	173	300
107-756-76000	Facility Supplies	3,000	413	3,000
107-756-76600	Expendable Supplies	4,000	2,092	4,000
107-756-80500	Contracted Snow Removal	1,000		1,000
107-756-80800	Consultant	14,000	360	15,000
107-756-80800.DRFMP2	Consultant	1,800		
107-756-80800.DRKFRM	Consultant			2,000
107-756-82500	Accounting & Audit Fees	2,000	1,350	2,000
107-756-82600	Legal Fees	2,000		2,000
107-756-85300	Telephone	2,000	1,440	2,000
107-756-86800	Fuel, Oil & Grease	1,500	767	1,500
107-756-92000	Water	2,000	990	2,000
107-756-92100	Electric	8,700	4,201	8,700
107-756-92300	Heat	6,500	3,242	6,500
107-756-93100	Maintenance Services	23,700	14,666	24,815
107-756-95800	Education/Dues	1,200	861	1,200
107-756-97400	Capital Outlay/Improvements	74,000	5,253	20,000
107-756-97400.DRFMP2	Capital Outlay/Improvements	150,949	65,767	
107-756-97400.DRFMP3	Capital Outlay/Improvements	60,300	9,462	37,800
107-756-97400.GRNGHL	Capital Outlay/Improvements	2,500		4,000
107-756-97700	Capital Outlay/Equipment	56,000		54,800
107-756-98000	Capital Outlay/Oshtemo Comm Center	2,000		
107-756-98100	Capital Outlay/Drake House	3,000	300	3,000
Totals for Dept 756 - Parks Facilities				295,328
				-----
				-----
TOTAL APPROPRIATIONS - FUND 107				295,328
NET OF REVENUES/APPROPRIATIONS - FUND 107				12,622
				-----

# Cemetery Fund

Budget  
Fiscal year  
2021



Fund 151 - CEMETERY TRUST FUND

Dept 001 - Revenue

ESTIMATED REVENUES

151-001-66500

151-001-67500

Totals for dept 001 - Revenue

Interest Earned

Transfer from General Fund

		3	
	5,000		5,000
			5,000
	5,000	3	5,000

NET OF REVENUES/APPROPRIATIONS - 001 - Revenue



# Fire Department Fund

Budget  
Fiscal year  
2021



Fund 206 - Fire

Dept 001 - Revenue

ESTIMATED REVENUES

206-001-40100	Carryover	46,336		
206-001-40200	Current Property Tax Levy	2,480,278	2,453,087	2,613,722
206-001-47500	Miscellaneous		150	
206-001-47700	False Alarm Fines		1,604	
206-001-66500	Interest Earned	18,000	2,248	5,000
Totals for dept 001 - Revenue				2,618,722
TOTAL ESTIMATED REVENUES				2,618,722

Dept 336 - Administration				
206-336-70200	Salaries	944,047	709,059	961,116
206-336-70300	Overtime	60,000	46,758	62,110
206-336-70310	Other Overtime	39,800	13,206	48,000
206-336-70400	In Lieu Of Insurance	2,340	2,745	2,340
206-336-71500	Payroll Taxes - FICA	79,854	57,046	81,949
206-336-71600	Health & Life Insurance	131,569	104,891	140,218
206-336-72200	Pension Plan	83,163	27,675	85,698
206-336-72500	Clothing Allowance	31,590	8,654	22,029
206-336-72600	Retiree Health Care	57,600		57,600
206-336-82500	Accounting & Audit Fees	5,000	6,269	6,000
206-336-82600	Legal Fees	45,000	49,689	20,000
206-336-87000	Mileage	500		500
206-336-95900	Continuing Education	51,025	11,021	55,440
206-336-96100	Hazmat Fees	1,400		1,400
206-336-96300	Admin Contingency			88,117
Totals for dept 336 - Administration				1,632,517

Dept 340 - Dept Operations				
206-340-70500	Fire Pay - On Call	415,384	265,460	375,000
206-340-71500	Payroll Taxes - FICA	6,023	3,895	5,440
206-340-71800	Fire Dept Maintenance		(276)	
206-340-72200	Pension Plan	41,538	24,315	37,500
206-340-72800	Supplies	8,000	1,192	9,000
206-340-72900	Petty Cash	500		500
206-340-75500	EMS Supplies	6,660	3,726	12,034
206-340-75700	Tools & Supplies	3,000	512	3,000
206-340-76000	Training Supplies	5,595	4,315	1,102
206-340-76100	Public Education	5,880		2,970
206-340-76600	Equipment	5,020	3,981	4,800
206-340-80900	Computer Operations	77,523	44,472	92,601
206-340-85100	Radio Maintenance	11,150		7,600
206-340-85300	Telephone	13,740	7,393	14,000
206-340-86700	Vehicle Operations	91,881	99,800	107,991
206-340-86800	Fuel	30,000	15,939	30,000
206-340-87100	Physical Exams	26,075	360	26,800
206-340-87200	New Hire Expenses	5,500	1,999	5,060
206-340-91200	General Insurance	141,927	102,529	126,927
206-340-93300	Equipment Maintenance	15,060	3,669	16,640
206-340-96100	BOR/MTT Refunds-Operations Fund		12,311	
206-340-96300	Operations Contingency	13,077		
Totals for dept 340 - Dept Operations				878,965

Dept 341 - Maintenance				
206-341-70200	Fire Maintenance Salaries	12,240	10,426	15,468
206-341-71500	Payroll Taxes - FICA	936	700	1,183
206-341-72200	Pension Plan	892	386	1,124
206-341-75100	Vehicle Gas & Maintenance	1,500		1,500
206-341-75300	Grounds Maint Equipment	700	366	700
206-341-75700	Tools & Supplies	300	6	300
206-341-76000	Facility Supplies	3,800	581	10,000
206-341-76600	Expendable Supplies	2,100	2,620	4,000
206-341-86800	Fuel, Oil, and Grease	625	321	650
206-341-92000	Water	2,900	1,736	2,500
206-341-92100	Electric	33,000	24,306	33,000
206-341-92300	Heat	12,600	8,135	12,600
206-341-93100	Maintenance Services	16,600	20,282	24,215
Totals for dept 341 - Maintenance				107,240
				-----
				-----
TOTAL APPROPRIATIONS - FUND 206				2,618,722
NET OF REVENUES/APPROPRIATIONS - FUND 206				0

Fund 211 - Fire Equipment

Dept 001 - Revenue

ESTIMATED REVENUES

211-001-40100	Carryover	1,000		149,350
211-001-40200	Current Property Tax Levy	444,703	388,904	276,747
211-001-47500	Miscellaneous		800	
211-001-66500	Interest Earned	28,000	4,673	3,500
211-001-67300	Sales-Fixed Assets	15,000	135,000	
Totals for dept 001 - Revenue		488,703	529,377	429,597

Dept 344 - Expenditures				
211-344-76600	Personal Protective Equipment	43,875	2,778	41,975
211-344-82500	Accounting & Audit Fees	1,000	1,450	2,000
211-344-97600	Vehicle	180,000	161,207	120,000
211-344-98000	Capital Outlay/Equipment	101,731	81,570	122,622
211-344-98100	Capital Outlay/Facilities	100,000	125	143,000
211-344-98800	Contingency	5,000		
Totals for dept 344 - Expenditures				429,597
				-----
TOTAL APPROPRIATIONS - FUND 211				429,597
NET OF REVENUES/APPROPRIATIONS - FUND 211				0

Fund 212 - Fire Capital

Dept 001 - Revenue

ESTIMATED REVENUES

212-001-40200

Totals for dept 001 - Revenue

Current Property Tax Levy

148,913

184,498

148,913

184,498

TOTAL APPROPRIATIONS - FUND 212

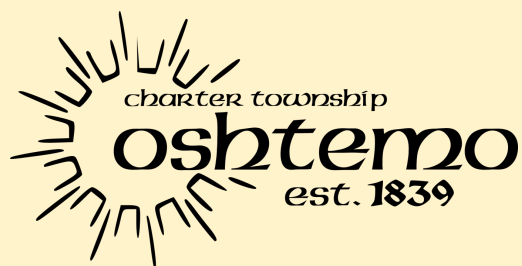
NET OF REVENUES/APPROPRIATIONS - FUND 212

184,498



# Police Fund

Budget  
Fiscal year  
2021



Fund 207 - Police

Dept 001 - Revenue

ESTIMATED REVENUES

207-001-40200	Current Property Tax Levy	1,405,103	1,383,525	1,416,383
207-001-45200	Liquor License Fees	20,000	23,740	22,000
207-001-65000	Ordinance Violations-8th District Court	40,000	13,852	20,000
207-001-65100	General Ordinance Violations	2,000	1,340	2,000
207-001-65300	False Fire Alarm Fines		11,081	
207-001-65600	Parking Violations	5,000	1,310	
207-001-65700	Rental Housing Inspection Applications	2,000	300	2,000
207-001-66500	Interest Earned	12,000	4,102	2,000
Totals for dept 001 - Revenue				1,464,383

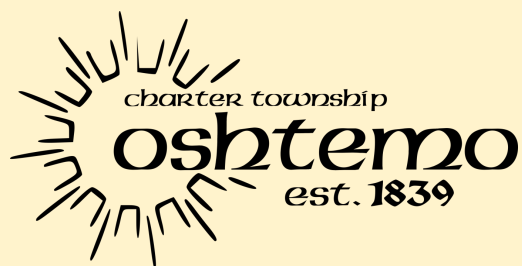
Dept 310 - POLICE CONTRACT ADMIN				
207-310-70200	Salary/Contract Administrator	1,000		1,000
207-310-80200	Protection Contract - KC	867,500	192,861	1,329,000
207-310-80300	KCSD Satellite Office	11,000		
207-310-82500	Accounting & Audit Fees	8,000	1,950	5,000
207-310-82600	Legal Fees-8th District Court	23,000		12,500
207-310-96100	BOR/MTT Refunds		12,475	
207-310-97000	Capital Outlay	1,250	820	
Totals for dept 310 - POLICE CONTRACT ADMIN				1,347,500

Dept 320 - PARKING VIOLATIONS ENFORCEMENT			
207-320-71500	Payroll Taxes - FICA	400	400
207-320-72200	Pension Plan	500	500
207-320-72800	Supplies	500	500
207-320-80900	Parking Enforcement Officers	5,000	5,000
207-320-82600	Legal Fees-Parking Enforcement		300
207-320-87000	PEO Mileage	1,000	1,000
Totals for dept 320 - PARKING VIOLATIONS ENFORCEMENT		-----	-----
			7,700
		-----	-----

Dept 330 - GEN ORDINANCE ENFORCEMENT				
207-330-70200	Salaries	37,955	23,008	37,681
207-330-71500	Payroll Taxes - FICA	2,904	1,751	2,883
207-330-72200	Pension Plan	2,724	920	3,014
207-330-72800	Supplies	2,500	153	2,500
207-330-82600	Legal Fees	4,000	175	6,000
Totals for dept 330 - GEN ORDINANCE ENFORCEMENT				52,078
-----				
TOTAL APPROPRIATIONS - FUND 207				1,407,278
-----				
NET OF REVENUES/APPROPRIATIONS - FUND 207				57,105
-----				

# Street Lighting Fund

Budget  
Fiscal year  
2021



Fund 219 - Street Lighting Fund

Dept 001 - Revenue  
ESTIMATED REVENUES  
219-001-40200  
219-001-66500  
Totals for dept 001 - Revenue

Current Property Tax Levy  
Interest Earned

151,000		159,000
	12	
<hr/>		159,000
<hr/>		

Dept 506 - Public Works			
219-506-82500	Accounting & Audit Fees	500	800
219-506-92600	Street Lighting	135,000	140,000
219-506-97600	Capital Outlay / Upgrade		18,200
Totals for dept 506 - Public Works			159,000
<hr/>			
TOTAL APPROPRIATIONS - FUND 219			159,000
NET OF REVENUES/APPROPRIATIONS - FUND 219			0



# Sewer Hardship Fund

Budget  
Fiscal year  
2021



Fund 246 - Sewer Hardship Revolving Fund

Dept 001 - Revenue  
ESTIMATED REVENUES  
246-001-67500

Transfer from Other Funds

300,000	300,000	300,000
<hr style="border-top: 1px dashed black;"/>		
		300,000
<hr style="border-top: 1px dashed black;"/>		

Totals for dept 001 - Revenue

Dept 265 - Revolving Improvement Expenses		
246-265-97600	Capital Outlay/Other	300,000
246-265-97800	Miscellaneous	50,000
Totals for dept 265 - Revolving Improvement Expenses		50,000
<hr/>		
TOTAL APPROPRIATIONS - FUND 246		50,000
NET OF REVENUES/APPROPRIATIONS - FUND 246		250,000

# SoDA Fund

Budget  
Fiscal year  
2021



Fund 247 - SoDA Fund

Dept 001 - Revenue

ESTIMATED REVENUES

247-001-40100

Carryover

200

247-001-40300

Current Real Property Tax

40,000

39,814

40,000

247-001-66500

Interest Earned

1,400

183

500

Totals for dept 001 - Revenue

40,500

Dept 728 - Economic Development			
247-728-82500	Accounting & Audit Fees	500	500
247-728-93300	Repairs/Maintenance	9,900	259
247-728-97500	Capital Outlay/Obligated Projects	30,000	30,000
Totals for dept 728 - Economic Development			38,000
<hr/>			
TOTAL APPROPRIATIONS - FUND 247			38,000
NET OF REVENUES/APPROPRIATIONS - FUND 247			2,500

# Building Fund

Budget  
Fiscal year  
2021



Fund 249 - Building

Dept 001 - Revenue

ESTIMATED REVENUES

249-001-40100

249-001-66400

Totals for dept 001 - Revenue

Carryover  
Interest on Investments

43,000

8,000

2,225

50,000

50,000



Dept 371 - Bldg Dept				
249-371-70200	Salaries/Clerical	37,955	23,022	37,681
249-371-71500	Payroll Taxes - FICA	2,904	1,752	2,883
249-371-72200	Pension Plan	2,724	921	3,014
249-371-82500	Accounting & Audit Fees	2,200	3,300	3,000
249-371-82600	Legal Fees	2,000		2,000
249-371-95800	Education/Dues	1,000		1,000
249-371-97600	Capital Outlay	1,600		
Totals for dept 371 - Bldg Dept				49,578
				-----
				-----
TOTAL APPROPRIATIONS - FUND 249				49,578
NET OF REVENUES/APPROPRIATIONS - FUND 249				422

# Sewer Fund

Budget  
Fiscal year  
2021



Fund 490 - Sewer

Dept 000 - General  
ESTIMATED REVENUES

490-000-40100	Carryover	502,060		
490-000-65000	Mortgage/Contract/SAD/FF	300,000	192,809	250,000
490-000-66400	Interest on Investments	5,000	3,593	1,800
490-000-66600	Interest on Assessments	6,000		10,000
490-000-67900	Assessment Revenue	60,000		200,000
490-000-68000	Benefit Fees	220,000	316,397	330,000
490-000-68500	Surcharge	293,368	25,441	315,000
490-000-69600	Miscellaneous Revenue	26,000	68,095	
490-000-69900	Transfer In	250,000		250,000
Totals for dept 000 - General				<u>1,356,800</u>

Dept 000 - Sewer				
490-000-70200	Salaries/Clerical	75,127	41,950	76,723
490-000-71500	Payroll Taxes - FICA	5,785	3,036	5,869
490-000-72200	Pension Plan	5,303	1,678	6,138
490-000-80800	Audit Fees	3,500	2,450	3,500
490-000-81000	Legal Fees	15,000	960	7,800
490-000-82000	Engineering Fees	16,000	1,798	6,000
490-000-82000.SAWENG	SAW Grant Engineering Fees	139,000	90,211	
490-000-82000.SAWSRV	SAW Grant Clean/VAC Field Services	20,910	33,925	
490-000-95800	Professional Fees	26,000	12,500	26,000
490-000-96400	Construction Costs	88,150	50,220	131,000
490-000-96590	Transfer to USDA Sewer Phase 2	817,000		170,000
490-000-96595	Transfer to Sewer Hardship	300,000	300,000	300,000
490-000-99600	Debt Service	130,000		
Totals for dept 000 - Sewer				733,030
				-----
				-----
TOTAL APPROPRIATIONS - FUND 490				733,030
NET OF REVENUES/APPROPRIATIONS - FUND 490				623,770
				-----

# Water Fund

Budget  
Fiscal year  
2021



Fund 491 - Water

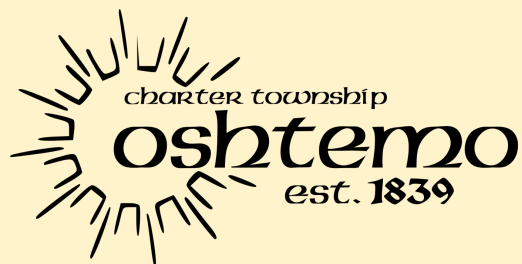
Dept 000 - General  
ESTIMATED REVENUES

491-000-40100	Carryover	(12,000)		40,000
491-000-65000	Mortgage/Contract/SAD/FF	18,000	70,386	28,000
491-000-66400	Interest on Investments	28,000	10,444	10,000
491-000-66600	Interest on Assessments			4,000
491-000-67900	Assessment Revenue			30,000
491-000-68000	Benefit Fees	60,000	76,267	70,000
491-000-68500	Surcharge	75,000	68,482	84,000
491-000-69600	Miscellaneous Revenue	320,000	257,581	
Totals for dept 000 - General				266,000

Dept 000 - Water				
491-000-70200	Salaries/Clerical	10,328	5,100	13,901
491-000-71500	Payroll Taxes - FICA	714	390	1,063
491-000-72200	Pension Plan	685	204	1,112
491-000-80800	Audit Fees	2,500	2,450	3,400
491-000-82000	Engineering Fees	36,800	598	52,400
491-000-82600	Legal Fees	1,000	90	1,000
491-000-95800	Professional Fees	26,000	12,500	13,000
491-000-96200	Miscellaneous	6,000	550	1,000
491-000-96400	Construction Costs	70,000	319,586	20,000
491-000-96400.WM7TO8	Construction Water Main 7th to 8th			154,000
491-000-96400.WTRKLA	Construction Costs	320,000		
Totals for dept 000 - Water				260,876
<hr/>				
<hr/>				
<hr/>				
TOTAL APPROPRIATIONS - FUND 491				260,876
NET OF REVENUES/APPROPRIATIONS - FUND 491				5,124

# Retiree Medical Trust Fund

Budget  
Fiscal year  
2021





Fund 736 - Retiree Medical Trust Fund

Dept 001 - Revenue  
ESTIMATED REVENUES  
736-001-40100  
736-001-66500  
Totals for dept 001 - Revenue

Carryover  
Interest Earned

7,000		15,000
6,500	(50,038)	15,000
<hr/>		
<hr/>		

Dept 234 - Insurance & Bonds			
736-234-72500	Insurance Premiums	13,500	6,684
Totals for dept 234 - Insurance & Bonds		<hr/>	
			15,000
		<hr/>	
TOTAL APPROPRIATIONS - FUND 736			15,000
NET OF REVENUES/APPROPRIATIONS - FUND 736			<hr/>

# DDA Fund

Budget  
Fiscal year  
2021



Fund 900 - DDA Fund

Dept 001 - Revenue  
ESTIMATED REVENUES

900-001-40100	Carryover	540,000		500,000
900-001-40300	Current Real Property Tax	170,000	168,227	189,476
900-001-47500	Miscellaneous			35,000
900-001-66500	Interest Earned	15,000	5,103	1,000
Totals for dept 001 - Revenue				725,476

Dept 728 - Economic Development			
900-728-70300	Salaries-Staff	2,000	2,000
900-728-72800	Supplies	500	500
900-728-73000	Postage	500	298
900-728-80100	Community Events	750	750
900-728-80800	Consultants	20,000	55,000
900-728-82500	Accounting & Audit Fees	2,000	1,350
900-728-82600	Legal Fees	2,000	2,000
900-728-90300	Legal Notices	500	500
900-728-93300	Repairs and Maintenance	8,000	3,224
900-728-97500	Capital Outlay/Obligated Projects	20,000	65,000
900-728-97500.DDACNR	DDA Stadium Corner Project	380,000	110,757
900-728-97500.NMSTDM	Non motorized Stadium Dr.	60,000	7,526
900-728-97600	Capital Outlay/Land Acquisition	110,000	60,000
900-728-97700	Emergency Assistance Program	100,000	47,500
Totals for dept 728 - Economic Development			654,250

ESTIMATED REVENUES - ALL FUNDS	12,832,750
APPROPRIATIONS - ALL FUNDS	11,556,833
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	<hr/> 1,275,917

**2021 Capital Improvement Plan  
2022-2026 Illustrative Capital Plan  
October 12, 2020**

**GENERAL FUND**

	CAPITAL IMPROVEMENT PLAN		2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN				
	2021	2022	2023	2024	2025	2026	
<b>REVENUES:</b>							
Property taxes	\$ 1,175,374	\$ 1,261,129	\$ 1,286,351	\$ 1,312,078	\$ 1,338,320	\$ 1,378,420	
Licenses and permits	\$ 165,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	
Capital State & Other Grants - Roll Up Summary	\$ -	\$ -	\$ 135,700	\$ 600,000	\$ 500,000	\$ 600,000	
State grants/revenue sharing	\$ 1,853,000	\$ 1,909,000	\$ 1,966,000	\$ 2,025,000	\$ 2,085,000	\$ 2,147,000	
Interest and rentals	\$ 35,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
Building department interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	\$ 162,800	\$ 144,568	\$ 147,459	\$ 150,408	\$ 153,416	\$ 158,000	
<b>Total Revenues:</b>	<b>\$ 3,391,174</b>	<b>\$ 3,499,697</b>	<b>\$ 3,720,510</b>	<b>\$ 4,272,486</b>	<b>\$ 4,261,736</b>	<b>\$ 4,468,420</b>	
<b>EXPENDITURES:</b>							
Operating expenditures	\$ 2,440,874	\$ 2,514,100	\$ 2,589,523	\$ 2,667,209	\$ 2,747,225	\$ 2,829,642	
Buidling department operating expenditures	\$ 49,578	\$ 51,000	\$ 52,500	\$ 54,000	\$ 55,500	\$ 57,000	
Capital Expenditures:							
<b>ROADWAY MAINTENANCE AND CAPITAL IMPROVEMENTS</b>							
Local Road Maintenance (RCKC PAR Participation)	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	
Skyridge/Burgundy Manor Traffice Calming	\$ 174,900	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>STORMWATER/DRAINAGE PROJECTS</b>							
General Stromwater Facilities Investigantions & Repairs	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Maple Hill Dr Basin, County Petition w/System Upgrades	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Bunker Hill Basin Maintenance (RC collaboration during Sewer Ext)	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>NON-MOTORIZED PROJECTS</b>							
Drake Road Shared Use Path (Stadium Dr to W. Michigan Ave)	\$ 6,000	\$ 18,000	\$ 218,000	\$ -	\$ -	\$ -	
Maple Hill Dr/Croyden Sidewalk - 5-ft, one side (east & south)	\$ 364,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Green Meadow Dr Sidewalk, Drake to Rd Hill Rd, 6-ft, one side (north)	\$ 239,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Fairgrove St Sidewalk, Mansfield St to Stadium Dr, 5-ft, one side (east)	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Whitegate Lane/Michigan Ave Sidewalk (Powderhorn Dr to 11th St)	\$ 95,500	\$ -	\$ -	\$ -	\$ -	\$ -	
Drake Rd Shared Use Path (TAP), Stadium Dr to W. Michigan Ave	\$ 6,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -	
KL Avenue Shared Use Path (Coppert Beach Blvd to Drake Rd)	\$ 10,000	\$ 10,000	\$ 320,000	\$ 904,000	\$ -	\$ -	
Stadium Dr 6-ft sidewalk, north-side by DDA (esmt acquisition assistance)	\$ 6,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	
11th Street Shoulders (Parkview Ave to N Ave)	\$ -	\$ 42,000	\$ -	\$ -	\$ -	\$ -	
KL Ave Shoulders (Autumns Way Blvd to 8th St)	\$ -	\$ 38,000	\$ -	\$ -	\$ -	\$ -	
11th Street 6' Sidewalk - East Side (Parkview Ave to N Ave)	\$ -	\$ -	\$ 25,760	\$ 362,760	\$ -	\$ -	
Fruit Belt Line Non-Motorized Trail (Design, Construction)	\$ 5,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	
9th St 6-ft Sidewalk, Meridian Ave to Quail Run Dr	\$ -	\$ -	\$ -	\$ 70,600	\$ 776,000	\$ -	
9th St 6-ft Sidewalk, Quail Run Dr to W. Main St	\$ -	\$ -	\$ -	\$ -	\$ 75,400	\$ 830,000	
<b>FUTURE PROJECTS (YEAR/FINANCING TBD)</b>							
Chime and Erie St Sidewalks, Stadium Dr to 9th St (DDA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meridian Ave and Sunset Rd Sidewalks, Stadium Dr to 9th St (DDA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11th St 6-ft Sidewalk west side, Stadium Dr to KL Ave	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11th St 6-ft Sidewalk, Parkview Ave to Stadium Dr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
KL Avenue Shared Use Path (Copper Beech Blvd to 9th St)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Maintenance Repair & Reconstruction (Asset Management)	\$ 20,000	\$ 20,500	\$ 21,000	\$ 22,000	\$ 23,000	\$ 24,000	
<b>INFORMATION TECHNOLOGY</b>							
Computer Replacement	\$ 7,700	\$ 7,700	\$ 7,700	\$ 7,700	\$ 7,700		
Employee Computers	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000		
Website Upgrade/Logo	\$ 28,700	\$ -	\$ -	\$ -	\$ -		
Router Upgrade	\$ 14,000	\$ -	\$ -	\$ -	\$ -		
<b>GENERAL PROJECTS</b>							
Township Hall Carpet	\$ 30,000	\$ -	\$ -	\$ -	\$ -		
Maintenance Facility; New Storage Building (2021) and Shop Bldg (2022)	\$ 300,000	\$ -	\$ -	\$ -	\$ -		
Truck, Bobcat with Snow Blower and Trailer	\$ 68,500	\$ -	\$ -	\$ -	\$ -		
Lawn Equipment	\$ -	\$ -	\$ 28,000	\$ -	\$ -		
Camry Replacement	\$ -	\$ -	\$ 26,000	\$ -	\$ -		
Election Equipment: Tabulators (2022)	\$ -	\$ 25,000	\$ -	\$ -	\$ -		
Facility LED upgrades, furnishings, sanitary, roof replacement, asphalt maintenance	\$ 218,500						
Cemetery Maintenance and Upgrades	\$ 20,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		
<b>Total Expenditures:</b>	<b>\$ 4,393,252</b>	<b>\$ 3,008,300</b>	<b>\$ 3,837,483</b>	<b>\$ 4,337,269</b>	<b>\$ 3,933,825</b>	<b>\$ 3,980,642</b>	
<b>OTHER FINANCING SOURCES (USES):</b>							
To Cemetery Trust Fund	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (5,000)	
To Sewer	\$ (250,000)	\$ (250,000)	\$ (250,000)	\$ (250,000)	\$ (250,000)	\$ (250,000)	
To Parks Fund	\$ (250,000)	\$ (250,000)	\$ (250,000)	\$ (250,000)	\$ (350,000)	\$ (350,000)	
<b>Total Net Other Financing Sources (Uses):</b>	<b>\$ (505,000)</b>	<b>\$ (505,000)</b>	<b>\$ (505,000)</b>	<b>\$ (505,000)</b>	<b>\$ (605,000)</b>	<b>\$ (605,000)</b>	
<b>FUND BALANCES:</b>							
Net change in fund balance	\$ (1,507,078)	\$ (13,603)	\$ (621,973)	\$ (569,783)	\$ (277,089)	\$ (117,222)	
Beginning fund balance - Restricted for Building Department	\$ 297,391	\$ 246,391	\$ 193,891	\$ 139,891	\$ 84,391	\$ 27,391	
Beginning fund balance (Estimated)	\$ 3,386,198	\$ 1,930,120	\$ 1,969,017	\$ 1,401,044	\$ 886,761	\$ 666,671	
Ending Fund Balance:	\$ 2,176,511	\$ 2,162,908	\$ 1,540,935	\$ 971,152	\$ 694,062	\$ 576,840	
Ending fund balance as a % of operating expenditures	89%	86%	60%	36%	25%	20%	

**PARK FUND**

	CAPITAL IMPROVEMENT PLAN	2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN				
	2021	2022	2023	2024	2025	2026
<b>REVENUES:</b>						
State grants	\$ 13,650	\$ 150,000	\$ 335,000	\$ 225,000	\$ 110,000	\$ 180,000
Interest and rentals	\$ 34,300	\$ 42,000	\$ 43,000	\$ 44,000	\$ 45,000	\$ 46,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants and other revenues	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>Total Revenues:</b>	<b>\$ 57,950</b>	<b>\$ 202,000</b>	<b>\$ 388,000</b>	<b>\$ 279,000</b>	<b>\$ 165,000</b>	<b>\$ 236,000</b>
<b>EXPENDITURES:</b>						
Operating expenditures	\$ 160,728	\$ 205,000	\$ 211,000	\$ 217,000	\$ 223,000	\$ 229,500
Capital expenditures:						
Parking lot maintenance, playground surface renewal, tree trimming, trail signs, etc.	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
Drake Farmstead Park, Phase 2	\$ 37,800	\$ -	\$ -	\$ -	\$ -	\$ -
Flesher Field (Partner w KPS on basketball hoops at old Chime School)	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
Grange Hall Drainage Improvements	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -
Neighborhood Park #1 - Drake / KL Avenue (Acquisition and Schematic Plan)	\$ 5,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -
Grange Hall Improvements (cyclist trailhead and paint basement walls)	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
HVAC Repairs and Upgrades (Grange Hall, Drake Farmstead, Community Center)	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Neighborhood Park #1 - Drake / KL Avenue ( Construction)	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -
Twp Park/Arboretum/Landfill/Wolf Tree Corridor/Natural Corridor Planning/Public Input	\$ 5,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Flesher Field trail improvements	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -
Open Space Acquisition - Phase 2 (Acquisition)	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Township Park Refurbishment (asphalt trail repair)_	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Off-Road Non-Motorized Trail - Fruitbelt Trail plan and cost est	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Neighborhood Park #2 (Acquisition and Schematic Plan)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Neighborhood Park #2 (Construction)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Flesher Field Refurbishment	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -
Maintenance Plow Truck (new)	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bobcat with Snow Blower and Trailer (new)	\$ 26,800	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Equipment	\$ -	\$ -	\$ 10,400	\$ -	\$ -	\$ -
Community Center Gutters, Roof Replacement	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
Grange Roof Replacement	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -
Drake House Renovation - OHS Projects	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Old Township Hall Paint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kalamazoo Community Foundation Endowment	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total Expenditures:</b>	<b>\$ 295,328</b>	<b>\$ 458,000</b>	<b>\$ 446,400</b>	<b>\$ 722,000</b>	<b>\$ 538,000</b>	<b>\$ 599,500</b>
<b>TRANSFERS:</b>						
From General Fund	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 350,000	\$ 350,000
<b>Total Transfers:</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>
<b>FUND BALANCE:</b>						
Net change in fund balance	\$ 12,622	\$ (6,000)	\$ 191,600	\$ (193,000)	\$ (23,000)	\$ (13,500)
Beginning fund balance (Estimated)	\$ 190,602	\$ 203,224	\$ 197,224	\$ 388,824	\$ 195,824	\$ 172,824
<b>Ending Fund Balance:</b>	<b>\$ 203,224</b>	<b>\$ 197,224</b>	<b>\$ 388,824</b>	<b>\$ 195,824</b>	<b>\$ 172,824</b>	<b>\$ 159,324</b>



**FIRE FUND - 211 Capital Vehicles & Equipment**

	CAPITAL IMPROVEMENT PLAN					
	2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN*					
<b>REVENUES:</b>	2021	2022	2023	2024	2025	2026
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Other (miscellaneous)	\$ -	\$ 10,000		\$ 5,000	\$ -	\$ 3,000
Other (special assessment)	\$ 276,747	\$ 285,049	\$ 293,601	\$ 302,409	\$ 311,481	\$ 320,826
<b>Total Revenues:</b>	<b>\$ 280,247</b>	<b>\$ 298,549</b>	<b>\$ 297,101</b>	<b>\$ 310,909</b>	<b>\$ 314,981</b>	<b>\$ 327,326</b>
<b>EXPENDITURES:</b>						
Operating expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital expenditures:						
Fire Station 1 & 2 Maintenance	\$ 143,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Fire Station 3 Maintenance		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Station Alerting System - Station 2	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	
Auditing Fees	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Township Plow Trucks - Purchase Assistance	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bobcat with Snow Blower and Trailer (New)	\$ 6,700	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Equipment	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ -
Engine 511 - 2008 Pierce (Refurbish)	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -
Engine 513 - 1994 Pierce (Replace)	\$ -	\$ 778,000	\$ -	\$ -	\$ -	\$ -
Command Car 590 - 2015 Tahoe (Replace)	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -
Command Car 591 - 2018 Tahoe (Replace)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Truck 541 - 2011 Smeal Aerial (Refurbish)	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -
Fire Equipment	\$ 108,922	\$ 53,000	\$ 108,400	\$ 30,000	\$ 30,000	\$ 30,000
Personal Protection Equipment	\$ 41,975	\$ 50,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
<b>Total Expenditures:</b>	<b>\$ 429,597</b>	<b>\$ 935,000</b>	<b>\$ 202,400</b>	<b>\$ 386,600</b>	<b>\$ 104,000</b>	<b>\$ 164,000</b>
<b>FUND BALANCE:</b>						
Net change in fund balance	\$ (149,350)	\$ (636,451)	\$ 94,701	\$ (75,691)	\$ 210,981	\$ 163,326
Beginning fund balance (Estimated)	\$ 827,518	\$ 678,168	\$ 41,717	\$ 136,418	\$ 60,727	\$ 271,708
<b>Ending Fund Balance:</b>	<b>\$ 678,168</b>	<b>\$ 41,717</b>	<b>\$ 136,418</b>	<b>\$ 60,727</b>	<b>\$ 271,708</b>	<b>\$ 435,034</b>

\*Vehicle/Equipment Fund is managed in ~20 year cycle. Years 2027-2037 Fire Dept plan indicate \$4,578,100 expenditures.

**FIRE FUND - 212 Station Facilities**

	CAPITAL IMPROVEMENT PLAN		2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN				
	2021	2022	2023	2024	2025	2026	
<b>REVENUES:</b>							
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other (miscellaneous)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other (special assessment fund 212)	\$ 184,498	\$ 190,033	\$ 195,734	\$ 201,606	\$ 207,654	\$ 213,884	
Other (special assessment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Revenues:</b>	<b>\$ 184,498</b>	<b>\$ 190,033</b>	<b>\$ 195,734</b>	<b>\$ 201,606</b>	<b>\$ 207,654</b>	<b>\$ 213,884</b>	
<b>EXPENDITURES:</b>							
Operating expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital expenditures:					\$ 1,000,000	\$ 250,000	
Fire Station 1 Replacement Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ 250,000</b>	
<b>FUND BALANCE:</b>							
Net change in fund balance	\$ 184,498	\$ 190,033	\$ 195,734	\$ 201,606	\$ (792,346)	\$ (36,116)	
Beginning fund balance (Estimated)	\$ 294,131	\$ 478,629	\$ 668,662	\$ 864,396	\$ 1,066,002	\$ 273,656	
<b>Ending Fund Balance:</b>	<b>\$ 478,629</b>	<b>\$ 668,662</b>	<b>\$ 864,396</b>	<b>\$ 1,066,002</b>	<b>\$ 273,656</b>	<b>\$ 237,540</b>	

**STREET LIGHT FUND**

	CAPITAL IMPROVEMENT PLAN	2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN				
<b>REVENUES:</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Other (Assessment)	\$ 159,000	\$ 162,180	\$ 165,424	\$ 168,732	\$ 172,107	\$ 175,549
<b>Total Revenues:</b>	<b>\$ 159,000</b>	<b>\$ 162,180</b>	<b>\$ 165,424</b>	<b>\$ 168,732</b>	<b>\$ 172,107</b>	<b>\$ 175,549</b>
<b>EXPENDITURES:</b>						
Operating expenditures	\$ 140,800	\$ 135,168	\$ 129,761	\$ 124,571	\$ 119,588	\$ 114,804
Capital expenditures:						
LED Conversion	\$ 18,000					
Sec 8, 10		\$ 25,827				
Sec 2			\$ 28,564			
Sec 4a				\$ 45,458		
Sec 4b					\$ 65,997	
Sec 5, 5 Demo						\$ 45,320
<b>Total Expenditures:</b>	<b>\$ 158,800</b>	<b>\$ 160,995</b>	<b>\$ 158,325</b>	<b>\$ 170,029</b>	<b>\$ 185,585</b>	<b>\$ 160,124</b>
<b>FUND BALANCE:</b>						
Net change in fund balance	\$ 200	\$ 1,185	\$ 7,099	\$ (1,297)	\$ (13,478)	\$ 15,425
Beginning fund balance (Estimated)	\$ 28,043	\$ 28,243	\$ 29,428	\$ 36,527	\$ 35,230	\$ 21,752
<b>Ending Fund Balance:</b>	<b>\$ 28,243</b>	<b>\$ 29,428</b>	<b>\$ 36,527</b>	<b>\$ 35,230</b>	<b>\$ 21,752</b>	<b>\$ 37,177</b>

**SEWER FUND 490**

	<b>CAPITAL IMPROVEMENT PLAN</b>
<b>REVENUES:</b>	<b>2021</b>
Carryover	\$ -
Connection Fees: Parcel, F-Ft	\$ 565,000
Benefit Fees (New Growth)	\$ 330,000
Assessment & Installment Payments	\$ 200,000
Interest	\$ 11,800
Debt Service Surcharge on Sanitary Utility Billings (20%)	\$ -
<b>Total Revenues:</b>	<b>\$ 1,106,800</b>
<b>EXPENDITURES:</b>	
Operating expenditures	\$ 88,730
Professional Services (Audit, Legal)	\$ 11,300
Fees & Professional Services (KRWWC)	\$ 26,000
Engineering	\$ 176,000
Capital expenditures:	
Sewer Repair & Improvement, Incident/ER Contingency	\$ 20,000
Assett Management (SAW projects)	\$ 111,000
<b>Total Expenditures:</b>	<b>\$ 433,030</b>
<b>OTHER FINANCING:</b>	
From General	\$ 250,000
Transfer - Sewer Hardship Fund (Fund 246)	\$ (300,000)
<b>Total Other Financing Sources:</b>	<b>\$ (50,000)</b>
<b>FUND BALANCE:</b>	
Net change in fund balance	\$ 623,770
Beginning fund balance (Estimated)	\$ 1,503,719
<b>Ending Fund Balance:</b>	<b>\$ 2,127,489</b>

\*Five Year Illustrative Plan to follow after results of sewer/road bond are known.

**WATER FUND**

	CAPITAL IMPROVEMENT PLAN	2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN				
	2021	2022	2023	2024	2025	2026
<b>REVENUES:</b>						
Special assessment	-	-	-			
Grants	-	-	-			
Carryover	\$ -		\$ -	\$ -	\$ -	\$ -
Connectors, Surcharges, Assessments & Benefit Fees	\$ 216,000	\$ 233,000	\$ 252,000	\$ 272,000	\$ 294,000	\$ 318,000
Interest	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Other (Miscellaneous)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
<b>Total Revenues:</b>	<b>\$ 226,000</b>	<b>\$ 243,000</b>	<b>\$ 262,000</b>	<b>\$ 282,000</b>	<b>\$ 304,000</b>	<b>\$ 1,828,000</b>
<b>EXPENDITURES:</b>						
Operating expenditures	\$ 34,476	\$ 99,700	\$ 102,700	\$ 105,800	\$ 107,925	\$ 111,163
Capital expenditures:						
W Main St, 7th to 8th St, 12-inch (w/Phase 1 sewer)	\$ 154,000	\$ -	\$ -	\$ -	\$ -	\$ -
11th St, N Ave to Parkview, 12-inch (w/Phase 2 sewer)	\$ -	\$ 265,000	\$ -	\$ -	\$ -	\$ -
Frie & Gibbs Plat, 8-inch (w/Phase 2 sewer)	\$ -	\$ 259,000	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 52,400					
W Main St, 2nd to 4th St; Big Rock Road, 12-inch w/PRS	\$ -	\$ -	\$ -	\$ -	\$ 117,000	\$ 1,750,000
Misc. Infrastructure Repairs & Improvements	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
<b>Total Expenditures:</b>	<b>\$ 260,876</b>	<b>\$ 643,700</b>	<b>\$ 122,700</b>	<b>\$ 125,800</b>	<b>\$ 244,925</b>	<b>\$ 1,881,163</b>
<b>FUND BALANCE:</b>						
Net change in fund balance	\$ (34,876)	\$ (400,700)	\$ 139,300	\$ 156,200	\$ 59,075	\$ (53,163)
Beginning fund balance (Estimated)	\$ 1,447,731	\$ 1,412,855	\$ 1,012,155	\$ 1,151,455	\$ 1,307,655	\$ 1,366,730
<b>Ending Fund Balance:</b>	<b>\$ 1,412,855</b>	<b>\$ 1,012,155</b>	<b>\$ 1,151,455</b>	<b>\$ 1,307,655</b>	<b>\$ 1,366,730</b>	<b>\$ 1,313,567</b>

SODA FUND

	CAPITAL IMPROVEMENT PLAN		2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENTS PLAN			
	2021	2022	2023	2024	2025	2026
<b>REVENUES:</b>						
Property tax captures	\$ 40,000	\$ 40,800	\$ 41,616	\$ 42,448	\$ 43,297	\$ 44,163
Interest	\$ 500	\$ 510	\$ 520	\$ 531	\$ 541	\$ 552
<b>Total Revenues:</b>	<b>\$ 40,500</b>	<b>\$ 41,310</b>	<b>\$ 42,136</b>	<b>\$ 42,979</b>	<b>\$ 43,839</b>	<b>\$ 44,715</b>
<b>EXPENDITURES:</b>						
Operating expenditures	\$ 8,000	\$ 8,160	\$ 8,323	\$ 8,490	\$ 8,659	\$ 8,833
Capital expenditures:						
Drake Road Nonmotorized Path Payment	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
<b>Total Expenditures:</b>	<b>\$ 38,000</b>	<b>\$ 38,160</b>	<b>\$ 38,323</b>	<b>\$ 38,490</b>	<b>\$ 38,659</b>	<b>\$ 38,833</b>
<b>FUND BALANCE:</b>						
Net change in fund balance	\$ 2,500	\$ 3,150	\$ 3,813	\$ 4,489	\$ 5,179	\$ 5,883
Beginning fund balance (Estimated)	\$ 64,745	\$ 67,245	\$ 70,395	\$ 74,208	\$ 78,697	\$ 83,876
<b>Ending Fund Balance:</b>	<b>\$ 67,245</b>	<b>\$ 70,395</b>	<b>\$ 74,208</b>	<b>\$ 78,697</b>	<b>\$ 83,876</b>	<b>\$ 89,759</b>

DDA FUND

	CAPITAL IMPROVEMENT PLAN		2022 - 2026 ILLUSTRATIVE CAPITAL IMPROVEMENT PLAN			
<u>REVENUES:</u>	2021	2022	2023	2024	2025	2026
Property tax captures	\$ 189,476	\$ 193,266	\$ 197,131	\$ 201,073	\$ 205,095	\$ 209,197
Miscellaneous (Personal Property Loss)	\$ 35,000	\$ 35,700	\$ 36,414	\$ 37,142	\$ 37,885	\$ 38,643
Interest	\$ 1,000	\$ 510	\$ 520	\$ 531	\$ 541	\$ 552
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues:</b>	<b>\$ 225,476</b>	<b>\$ 229,476</b>	<b>\$ 234,065</b>	<b>\$ 238,746</b>	<b>\$ 243,521</b>	<b>\$ 248,392</b>
<u>EXPENDITURES:</u>						
Operating expenditures	\$ 79,250	\$ 80,935	\$ 82,654	\$ 84,407	\$ 86,195	\$ 88,019
Capital expenditures:						
Stadium Drive Shared Use Path	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -
9th St Sidewalk	\$ 30,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Property Acquisition	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
Grants Loan Program	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Car Charging Station	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
COVID Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OCC Wifi	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures:</b>	<b>\$ 654,250</b>	<b>\$ 540,935</b>	<b>\$ 192,654</b>	<b>\$ 94,407</b>	<b>\$ 96,195</b>	<b>\$ 98,019</b>
<u>FUND BALANCE:</u>						
Net change in fund balance	\$ (428,774)	\$ (311,459)	\$ 41,411	\$ 144,340	\$ 147,326	\$ 150,373
Beginning fund balance (Estimated)	\$ 800,080	\$ 371,306	\$ 59,846	\$ 101,257	\$ 245,597	\$ 392,923
<b>Ending Fund Balance:</b>	<b>\$ 371,306</b>	<b>\$ 59,846</b>	<b>\$ 101,257</b>	<b>\$ 245,597</b>	<b>\$ 392,923</b>	<b>\$ 543,296</b>



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

RACHAEL EUBANKS  
STATE TREASURER

**Bulletin 8 of 2020**  
**June 9, 2020**  
**Audit Process and Designated Assessor**

**TO:** Assessors and Equalization Directors  
**FROM:** State Tax Commission  
**SUBJECT:** Overview of Audit Process and Designated Assessor under Public Act 660 of 2018

Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Act defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review. The Designated Assessor is an integral part of that process.

### **Audit Process Overview**

The Commission will conduct an audit of assessment practices according to a published schedule. If the assessing district (City, Township or Joint Assessing Authority) is determined to be in substantial compliance, the audit process for that five-year cycle is complete and the assessing district is not required to take any additional action.

If the State Tax Commission determines that an assessing district is not in substantial compliance with the General Property Tax Act, the Commission will provide the assessing district with a notice of noncompliance, including the reasons the assessing district is not in substantial compliance.

The assessing district must either appeal the audit determination by filing a written petition to be developed by the State Tax Commission or they must submit a corrective action plan to be approved by the State Tax Commission. “Corrective action plan” is defined in P.A. 660 of 2018 as “a plan developed by an assessing district that specifically indicates *how* the assessing district will achieve substantial compliance . . . and *when* substantial compliance will be achieved.” (Emphasis added). Additional information related to the corrective action plan and petition to challenge the audit results will be provided by the State Tax Commission in separate guidance.

In the event the Commission conducts a follow-up review and the assessing district is not in substantial compliance after the follow-up review, the assessing district has three options:

1. The assessing district may hire a new Michigan Advanced Assessing Officer (MAAO) or Michigan Master Assessor Officer (MMAO),



2. The State Tax Commission assumes jurisdiction over the assessment roll in order to bring the roll into substantial compliance, or,
3. The local unit may move directly to the designated assessor.

Regardless of which option is selected, the Commission will conduct a second follow-up review to determine if the assessment roll is in substantial compliance. If, after the second follow-up review the assessing district continues to be in noncompliance, the local unit will move directly to the Designated Assessor process.

As defined in statute **substantial compliance** “means that any identified deficiencies do not pose a significant risk that the assessing district is unable to perform the assessment function in conformity with the state constitution and state statute.”

As defined in statute **noncompliance** “means that the identified deficiencies, taken together, pose a significant risk that the assessing district is unable to perform the assessing function in conformity with the state constitution and state statute.”

At the December 17, 2019 State Tax Commission meeting, the Commission determined “substantial compliance” to mean that the local unit 1) has properly calculated and appropriately documented Economic Condition Factors; 2) has properly calculated and appropriately documented land value determinations; and 3) less than 1% of the record cards are on override and less than 1% of the record cards reflect flat land values. If any of the requirements associated with those items are not met, the local unit will be considered noncompliant and the notice of noncompliance will be issued.

Once the audit is complete, if an assessing district is notified that it has fallen out of substantial compliance prior to the next audit, the State Tax Commission may require the assessing district to contract with the Designated Assessor to serve as their assessor of record. If the assessing district is notified that it has fallen out of substantial compliance more than four years after the initial finding of substantial compliance, then the regular audit process will be followed.

### **What is the Designated Assessor?**

The Designated Assessor is part of a process to ensure that local units are in compliance with the statutory provisions of the General Property Tax Act, meaning that local units are meeting minimum assessing requirements.

The Designated Assessor is the individual selected and agreed to by the County Board of Commissioners and a majority of the assessing districts within that county, subject to final approval of the State Tax Commission.

The Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit.

The Designated Assessor is not an automatic requirement for Countywide assessing or for the County Equalization Director to take over as the assessor for local units. While the County can be named the Designated Assessor, it is not an automatic designation as the Designated Assessor as this is determined by the approved interlocal agreement.

### **Who may be the Designated Assessor?**

Each Assessing District within each County is required to have an assessor of record with a certification level that meets the valuation requirements set forth by the State Tax Commission. Township and City certification levels are adjusted annually and approved by the STC. The individual who will serve as the county's Designated Assessor must be in good standing and be certified, at least, at the highest level required within the County. If the County contains an Assessing District that requires a Michigan Master Assessing Officer (MMAO), the Designated Assessor must then also be certified at the MMAO level. If the County only contains Assessing Districts that require a Michigan Advanced Assessing Officer (MAAO) certification, or a lower certification, the Designated Assessor may be certified at the level of MAAO. A Michigan Certified Assessing Officer (MCAO) may not serve as the Designated Assessor. As part of the annual certification level process, the Commission will review all MAAO Designated Assessors to ensure compliance with certification level requirements. Additionally, the STC will examine and determine a specific process, on a case by case basis, any specific instance of a MAAO that has been assigned multiple units that may place them beyond the certification requirements of a MAAO.

### **Notification of Selected Designated Assessor**

P.A. 660 of 2018 requires that each county notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the county's Designated Assessor. In addition, the county must provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within that county, and the proposed Designated Assessor for the county. The interlocal agreement must provide enough detail regarding the assessment responsibilities for the designated assessor. The Commission expects the interlocal agreement will include, but not be limited to, the following:

- Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members.
- Duties and responsibilities for each local unit within the County, including providing the Designated Assessor with reasonable access to records, documents and information.
- Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement.

Failure to timely notify the State Tax Commission of the county's Designated Assessor will result in the State Tax Commission selecting a Designated Assessor for the county.

If the State Tax Commission determines that an individual named as the Designated Assessor is capable of ensuring that the assessing districts within the county will achieve and maintain substantial

compliance, the Commission shall approve that individual as the County's Designated Assessor. Once approved, the designation will not be revoked for at least five years from the approval date.

If the State Tax Commission is unable to approve the individual identified as the county's Designated Assessor because the Commission determines that the proposed Designated Assessor is not capable of ensuring that the assessing districts will achieve and maintain substantial compliance, the county must submit a new Designated Assessor candidate and accompanying interlocal agreement within sixty days of the Commission's determination. The county will be required to repeat the process until a satisfactory Designated Assessor can be approved. The State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor during this period.

The State Tax Commission will develop a form to be utilized by the County Equalization Departments to notify the Commission of the proposed Designated Assessor. The Designated Assessor form will be available by August 18, 2020. The form must be submitted to the Commission no later than December 31, 2020.

### **Designated Assessor Term**

Once an assessing district is under contract with a Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. Statute does provide for a local unit to petition the Commission to end the contract after the Designated Assessor has been in place for 3 years.

The Commission shall approve termination of a contract if it is determined that the assessing district can *achieve and maintain* substantial compliance with the General Property Tax Act using a different assessor of record other than the Designated Assessor.

The State Tax Commission may revoke the Designated Assessor and provide for an interim designated assessor if:

1. The Designated Assessor dies or becomes incapacitated
2. The Designated Assessor's employment status materially changes or
3. The Designated Assessor is not capable of ensuring that the assessing district is able to achieve and maintain substantial compliance with MCL 211.10g.

The interim Designated Assessor will remain in place until a new Designated Assessor can be selected following the interlocal agreement process.

If the Designated Assessor is serving as an assessor of record for an assessing district that is found to be in noncompliance, the State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor. The county will utilize the normal process to select and notify the Commission of the new Designated Assessor.

### **Designated Assessor Costs**

The Designated Assessor is permitted to charge an assessing district for the reasonable costs incurred in serving as the assessing district's assessor of record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office. The assessing district is required to pay these costs in accordance with

the interlocal agreement. The costs and fees agreed to by the county, assessing districts and the Designated Assessor is a local issue and will vary statewide.

The Commission will develop guidelines as required by statute for any local unit to protest charges by the Designated Assessor.

### **Audit Preparation**

While the audit process outlined in P.A. 660 of 2018 will not commence until 2022, assessing districts can prepare for these audits by meeting the requirements of the current Audit of Minimum Assessing Requirements (AMAR) and the “Supervising Preparation of the Assessment Roll”, as those requirements existed on October 1, 2018. Additionally, assessing districts should employ an assessor certified by the State Tax Commission at the proper certification level based on the valuation requirements, adjusted annually, set forth by the State Tax Commission. Additional information about the AMAR, including the AMAR Review Sheet, and certification levels, are available on the State Tax Commission website ([www.michigan.gov/statetaxcommission](http://www.michigan.gov/statetaxcommission)).

## **Interlocal Agreement for Kalamazoo County to Approve the Designated Assessor for the period January 1, 2021 through December 31, 2025**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter “AGREEMENT”) has been executed by the Board of Commissioners for Kalamazoo County, a majority of the Assessing Districts in Kalamazoo County, and the individual put forth as the proposed Designated Assessor. Kalamazoo County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the “Parties.”

### **RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Kalamazoo, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

### **BACKGROUND INFORMATION**

Kalamazoo County proposes that Aaron Powers (R-6684) serve as the Designated Assessor for the following Assessing Districts within Kalamazoo County: Alamo Township, Brady Township, Charleston Township, Climax Township, Comstock Township, Cooper Township, Kalamazoo Township, Oshtemo Township, Pavilion Township, Prairie Ronde Township, Richland Township, Ross Township, Schoolcraft Township, Texas Township, Wakeshma Township, Galesburg City, Kalamazoo City, Parchment City and Portage City. Included as an addendum to this AGREEMENT are the Kalamazoo County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

Once the Designated Assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an Assessing District at a mutually agreeable location. The Parties further agree that specific hours will be negotiated as part of the employment contract to be executed in the event an Assessing District is subject to the Designated Assessor process.

### **QUALIFICATIONS OF DESIGNATED ASSESSOR**

1. Aaron P. Powers is currently certified as a Michigan Master Assessing Officer (MAAO). Certification number R-6684. Aaron P. Powers is currently an owner, and Managing Director, of WCA Assessing which acts as the assessor of record for multiple assessing jurisdictions throughout Michigan. WCA Assessing assesses over 27 billion in SEV for its client jurisdictions annually.

Mr. Powers has been the assessor of record for many complex assessing jurisdictions and currently serves in that role for the Townships of Canton, Plymouth and Northville, as well as the Cities of Kalamazoo, Oak Park, and River Rouge.

2. There are no known conflicts of interest between the Designated Assessor and Kalamazoo County or any Assessing Districts within the County.

It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and when required to serve as the Designated Assessor for an Assessing District in Kalamazoo County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

### **DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

The Designated Assessor, while serving as the assessor of record for an Assessing District within Kalamazoo County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Within days of being appointed as the Designated Assessor for the Assessing District, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.

The Parties agree that the Designated Assessor, while serving as the assessor of record for an Assessing District within Kalamazoo County, shall:

1. Attendance at Board of Review Meetings

The Designated Assessor, or his designee, shall attend all March, July and December Board of Review meetings. It is agreed that if an Assessing District does not have an existing resolution allowing for alternative dates for July and December Boards of Review, they will adopt one.

2. Duties and Responsibilities related to Assessment Appeals

The Designated Assessor, or his designee, shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, answering and filing petitions, preparing and submitting evidence and other such information necessary to properly defend such appeal, and he or his designee appearing at all hearings or meetings as may be necessary for defending such appeals. All of the foregoing regarding appeals to the small claims division of the Michigan Tax Tribunal is deemed to be included the services compensated pursuant to the terms and provisions of this agreement.

All other appeals to the Full Claims Division of the Michigan Tax Tribunal, State Tax Commission, or other court, the Assessing District shall obtain competent legal counsel at its expense. If counsel shall desire assistance of the Designated Assessor in the defense of such appeals, additional fees for preparing appraisals, analyses, and/or consultation, shall be reviewed and approved by the Assessing District and agreed upon in a case-by-case basis. The Designated Assessor shall be available to the Assessing District as an expert witness on behalf of the Assessing District in any proceedings. Compensation for travel associated with such proceedings shall be reimbursed by Assessing District.

3. Reporting Requirements and responsibility to meet with local unit officials

On or before December 31 of each year, at the Assessing Districts request, the Designated Assessor shall prepare written recommendations and conclusions regarding the current state of the Assessing Districts Assessment Rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Designated Assessor, should be taken to achieve maximum equity and uniformity in the assessment process and compliance with State Tax Commission guidelines and rules and regulations.

4. Any and all obligations of local unit assessing staff members

If an Assessing Unit employs any certified assessing staff other than the Assessor of Record, those staff members will remain employees of the Assessing District. Those staff members will continue to conduct their duties as they understand them under the supervision of the Designated Assessor. If changes in duties are identified as necessary by the Designated Assessor, those changes will be discussed with the employee and the Assessing District prior to implementation. No existing staff member will be terminated by the Designated Assessor without the prior approval of the Assessing District.

5. Responsibilities of Designated Assessor while not acting as an assessor of record for an Assessing District under this agreement

The Designated Assessor will have no official duties of record pertaining to this agreement until such time as he is appointed the Designated Assessor of Record for an Assessing District under this agreement. Upon their request, the Designated Assessor will meet with an Assessing District to discuss potential solutions of any deficiencies identified by AMAR to avoid any formal action by the State Tax Commission.

6. Requirement to remain certified and in good standing  
The Designated Assessor shall maintain his Michigan Master Assessing Officer certification and remain in good standing with the requirements of the State Tax Commission.
7. Non-exclusivity  
Nothing in this Agreement prevents or limits the Designated Assessor from serving as the Designated Assessor, Certifying Assessor, Assessor of Record, Equalization Director, or in any other assessing capacity in any City, Township, County, or Assessing District jurisdiction in Michigan.

### **DUTIES AND RESPONSIBILITIES OF KALAMAZOO COUNTY AND ASSESSING DISTRICTS WITHIN KALAMAZOO COUNTY**

The Parties to this AGREEMENT understand and agree that the Assessing Districts identified in this AGREEMENT required to utilize the services of the Designated Assessor will, during and throughout the term of this AGREEMENT, to the following:

1. Access to required documents and information  
While under contract with the Designated Assessor, the Assessing District shall provide reasonable access to all assessing records, documents, databases, and information. This shall include remote access to the Assessing District's computer and network resources if available.
2. Policies and procedures  
Furnish the Designated Assessor with any applicable local policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's assessor of record including technology, equipment, facilities, personnel, etc. that may apply to him or his designee.
3. Provide any technology, equipment, and workspace  
The Assessing District shall provide necessary technology, equipment and workspace for the Designated Assessor to carry out their requirements under this Agreement.



## **DESIGNATED ASSESSOR COMPENSATION**

The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.

1. Fee Structure

Should the Designated Assessor process be invoked, the annual fees for providing oversight, preparation and administration of the annual assessment roll will be based on a per parcel basis with the following fee schedule:

<b>Agricultural Real</b>	<b>\$16.00 per parcel</b>
<b>Commercial Real</b>	<b>\$18.00 per parcel</b>
<b>Industrial Real</b>	<b>\$18.00 per Parcel</b>
<b>Residential Real</b>	<b>\$16.00 per parcel</b>
<b>Other Real</b>	<b>\$16.00 per parcel</b>
<b>Personal Property</b>	<b>\$15.00 per parcel</b>
<b>Special Act Parcels</b>	<b>\$20.00 per parcel</b>

Should the necessity of a re-appraisal be necessary to bring an Assessment District into AMAR compliance the per parcel fee for such service, for real property, is \$80.00 per parcel.

Hourly fee schedule for personnel are as follows;

<b>MMAO Assessor</b>	<b>\$150.00 per Hour</b>
<b>MAAO Assessor</b>	<b>\$100.00 per Hour</b>
<b>MCAO Assessor</b>	<b>\$60.00 per Hour</b>
<b>Support Staff</b>	<b>\$45.00 per Hour</b>

the fees above are for services performed by the Designated Assessor in 2021 and are subject to a 4% increase for subsequent years under this contract.

2. Payment Responsibility

All fees associated with serving as the Designated Assessor shall be paid directly by the Assessing District under contract within 30 days of invoicing.

3. Payment in the event of Death or Disability

In the event of Death or Disability of the Designated Assessor, only compensation for work performed and completed shall be made.

4. Identification of additional Costs

The following items are considered additional costs outside of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office;

- Setting up Tax Database for Tax Collection
- Printing or mailing of Tax Bills
- Printing or mailing of Assessment Change Notices, or Personal Property forms
- Appraisal work for Full Tribunal Appeals
- Expert Testimony

These additional costs shall be the responsibility of the Assessing District.

5. Contractor Relationship

All services provide by the Designated Assessor while under contract with the Assessing District will be further agreed to by contract with the Designated Assessor's company WCA Assessing. WCA Assessing will provide for general liability, workman's comp, professional error and omissions insurance upon a mutually agreed amount indemnifying the Assessing District. The Designated Assessor is an employee of WCA Assessing and any and all resources of WCA Assessing provided to the Assessing District under this agreement would be further specified by contract subject to the fees and terms specified above.

6. Current WCA Assessing Clients

The need to invoke the Designated Assessor is only necessary if a Assessing District is in substantial non-compliance with AMAR and a corrective action plan is not accepted or approved upon a follow up review. Should these events somehow occur with a existing client of WCA Assessing, at the time of the execution of this agreement, WCA Assessing would waive all costs associated with this agreement.

**MISCELLANEOUS**

1. Petition to State Tax Commission

Upon the execution of this Interlocal Agreement, the County shall petition the State Tax Commission to approve Aaron P. Powers MMAO as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal agreements under MCL 211.10g(4)(a) until a suitable assessor is presented.

2. Nondiscrimination

The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminated against a person to be served or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to a individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this interlocal agreement.

This interlocal agreement shall become effective upon the execution hereof by the parties hereto.

**SIGNATURES**

**KALAMAZOO COUNTY BOARD CHAIR:**

\_\_\_\_\_  
Tracy Hall

\_\_\_\_\_  
Date

**ASSESSING DISTRICT REPRESENTATIVES:**

**ALAMO TOWNSHIP**

\_\_\_\_\_  
ALAMO TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

**BRADY TOWNSHIP**

\_\_\_\_\_  
BRADY TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

**CHARLESTON TOWNSHIP**

\_\_\_\_\_  
CHARLESTON TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

**CLIMAX TOWNSHIP**

\_\_\_\_\_  
CLIMAX TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

**COMSTOCK TOWNSHIP**

\_\_\_\_\_  
COMSTOCK TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

COOPER TOWNSHIP

\_\_\_\_\_  
COOPER TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

KALAMAZOO TOWNSHIP

\_\_\_\_\_  
KALAMAZOO TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

OSHTEMO TOWNSHIP

\_\_\_\_\_  
OSHTEMO TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

PAVILION TOWNSHIP

\_\_\_\_\_  
PAVILION TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

PRAIRIE RONDE TOWNSHIP

\_\_\_\_\_  
PRAIRIE RONDE TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

RICHLAND TOWNSHIP

\_\_\_\_\_  
RICHLAND TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

ROSS TOWNSHIP

\_\_\_\_\_  
ROSS TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

SCHOOLCRAFT TOWNSHIP

\_\_\_\_\_  
SCHOOLCRAFT TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

TEXAS TOWNSHIP

\_\_\_\_\_  
TEXAS TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

WAKESHMA TOWNSHIP

\_\_\_\_\_  
WAKESHMA TOWNSHIP REPRESENTATIVE

\_\_\_\_\_  
Date

GALESBURG CITY

\_\_\_\_\_  
GALESBURG CITY REPRESENTATIVE

\_\_\_\_\_  
Date

KALAMAZOO CITY

\_\_\_\_\_  
KALAMAZOO CITY REPRESENTATIVE

\_\_\_\_\_  
Date

PARCHMENT CITY

\_\_\_\_\_  
PARCHMENT CITY REPRESENTATIVE

\_\_\_\_\_  
Date

PORTAGE CITY

\_\_\_\_\_  
PORTAGE CITY REPRESENTATIVE

\_\_\_\_\_  
Date

**DESIGNATED COUNTY ASSESSOR**

\_\_\_\_\_  
AARON POWERS

\_\_\_\_\_  
DATE

## ADDENDUM

2020 Ad Valorem and Special Acts SEV by Unit by Class							
Unit	Agricultural	Commercial	Industrial	Residential	Total Real	Personal	Total Real & Personal
Alamo Twp.	15,976,300	11,027,100	3,856,400	152,107,300	182,967,100	8,111,500	191,078,600
Brady Twp.	29,263,900	3,763,200	1,462,300	196,973,300	231,462,700	9,886,100	241,348,800
Charleston Twp.	14,194,900	2,204,900	20,836,500	76,266,800	113,503,100	14,259,300	127,762,400
Climax Twp.	47,052,700	2,541,200	9,400	65,921,000	115,524,300	5,614,200	121,138,500
Comstock Twp.	11,312,300	172,332,500	63,189,400	417,456,849	664,291,049	76,937,458	741,228,507
Cooper Twp.	10,668,831	27,230,800	7,418,150	320,595,297	365,913,078	11,658,119	377,571,197
Kalamazoo Twp.	96,400	96,866,300	15,989,700	421,489,700	534,442,100	22,728,000	557,170,100
Oshtemo Twp.	6,043,100	381,053,600	22,328,000	640,277,100	1,049,701,800	75,887,300	1,125,589,100
Pavilion Twp.	28,659,400	12,482,800	15,459,500	227,707,200	284,308,900	11,553,400	295,862,300
Prairie Ronde Twp.	47,321,400	486,500	995,500	104,299,700	153,103,100	7,040,300	160,143,400
Richland Twp.	21,671,700	35,181,900	20,876,000	437,360,750	515,090,350	15,726,400	530,816,750
Ross Twp.	9,117,500	18,013,100	1,927,400	440,838,300	469,896,300	13,117,100	483,013,400
Schoolcraft Twp.	30,414,900	35,026,400	27,660,800	317,556,150	410,658,250	30,771,100	441,429,350
Texas Twp.	11,650,900	94,261,300	850,000	970,174,400	1,076,936,600	22,102,200	1,099,038,800
Wakeshma Twp.	50,067,100	295,400	5,900	35,348,200	85,716,600	28,498,900	114,215,500
Galesburg City	0	8,813,800	1,408,200	22,408,900	32,630,900	3,860,300	36,491,200
Kalamazoo City	0	667,577,900	108,259,200	1,121,768,929	1,897,606,029	173,143,700	2,070,749,729
Parchment City	0	7,966,200	2,309,000	36,548,500	46,823,700	1,912,800	48,736,500
Portage City	7,723,600	750,787,200	345,490,100	1,588,683,200	2,692,684,100	148,397,600	2,841,081,700
<b>Total</b>	<b>341,234,931</b>	<b>2,327,912,100</b>	<b>660,331,450</b>	<b>7,593,781,575</b>	<b>10,923,260,056</b>	<b>681,205,777</b>	<b>11,604,465,833</b>

Number of Ad Valorem and Special Acts Parcels by Local Unit by Class						
Unit	Agricultural	Commercial	Industrial	Residential	Personal	Total
Alamo	143	61	43	1,922	99	2,268
Brady	230	43	9	2,145	71	2,498
Charleston	91	28	25	976	81	1,201
Climax	292	41	1	999	59	1,392
Comstock	79	453	163	5,783	589	7,067
Cooper	110	78	78	4,152	112	4,530
Kalamazoo Twp.	4	512	101	7,848	416	8,881
Oshtemo	49	427	72	6,360	861	7,769
Pavilion	238	44	23	2,517	117	2,939
Prairie Ronde	234	5	14	1,016	31	1,300
Richland	109	160	34	3,315	267	3,885
Ross	64	108	44	2,843	155	3,214
Schoolcraft	204	311	105	3,753	247	4,620
Texas	63	137	32	6,372	232	6,836
Wakeshma	301	8	1	554	46	910
Galesburg City	0	95	16	456	110	677
Kalamazoo City	0	2,147	433	19,693	2,694	24,967
Parchment City	0	65	12	600	70	747
Portage City	10	1,117	188	16,230	1,899	19,444
<b>Total</b>	<b>2,221</b>	<b>5,840</b>	<b>1,394</b>	<b>87,534</b>	<b>8,156</b>	<b>105,145</b>

**List of properties deemed “unique, complex or high value” by the  
respective Assessing Districts:**

**Comstock Township:** STS Hydropower LTD 07-22-130-313  
(State Assessed) 07-22-251-020  
07-22-400-011  
07-23-360-012  
07-23-430-014

Grand Trunk Railroad 07-31-380-010  
(State Assessed)

**Kalamazoo Township:** Dev 4201 Main St. LLC 06-18-330-052

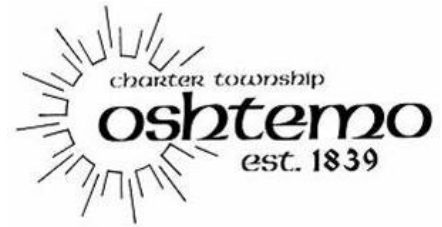
BRI-VAL LLC 06-18-415-016

**Schoolcraft Township:** Paper City Development 14-13-470-036  
14-13-470-038

**Texas Township:** PNC Bank 09-02-105-015

Consumers Credit Union 09-02-305-008

**Portage City:** Pfizer 10-00014-001-C  
10-00014-008-A  
10-00014-009-A  
10-00014-010-O



# Memorandum

**Date:** 16 October 2020  
**To:** Township Board  
**From:** Josh Owens, Assistant to the Supervisor  
**Subject:** Oshtemo Township Police Protection Agreement Amendment

---

## Objective

Board discussion and consideration of proposed Police Protection Agreement amendment.

## Background

During the September 17, 2020 Township Board meeting, the Board was presented with proposed amendments to the 2020-2023 Police Protection Agreement which included changing the Community Policing Officer to a Road Deputy, removing the requested Lieutenant position and adding two (2) additional Road Deputies and one (1) Sergeant position. During the meeting, the Board discussed its desire for and potential of additional training for Oshtemo deputies in the areas of Mental Health and Conflict Resolution/De-escalation.

With the aforementioned guidance, staff contacted the Kalamazoo County Sheriff's Office (KCSO) to better understand current trainings they offer and to discuss the potential of offering additional training to Oshtemo deputies. Staff met with Undersheriff James VanDyken and Lieutenant Michelle Greenlee. Lieutenant Greenlee leads all training efforts for the organization and quickly walked through the types of trainings currently being done and the frequency of the specialized trainings that are similar to those being requested by the Township Board. Lieutenant Greenlee agreed to attend the Township's next Board meeting to discuss these trainings.

Following the meeting with KCSO, staff met with the Police Protection Committee to solicit feedback and guidance on adding specialized trainings to the Police Protection Agreement. Undersheriff VanDyken agreed to attend this meeting to help walk through the trainings that KCSO currently offers and to answer any questions the group had regarding the Police Protection Agreement.

The Police Committee expressed to Undersheriff VanDyken the Township Board's desire for additional training for Oshtemo deputies. Undersheriff VanDyken said that KCSO could meet that request but could not guarantee that those deputies would stay in Oshtemo due to the current collective bargaining agreement which allows for shift bidding every six months.



During the conversation with Undersheriff VanDyken, it became apparent to many of the Police Committee members that identifying specific trainings in the Police Protection Agreement would be restrictive and that a broader approach to training requests would be more applicable to an agreement. This led to a conversation about creating a Memorandum of Understanding (MOU) regarding requested specialized trainings that would accompany the Police Protection Agreement, instead of adding that language directly to the current Agreement.

Also, during this meeting, at the request of Undersheriff VanDyken, the Committee discussed its previous recommendation to remove language added by KCSO that required the addition of a Lieutenant and a Detective Sargent if the Township were to add any deputies in the future. Undersheriff VanDyken wanted to explain their rationale for including the language in the Agreement and lobby for the language to remain. He mentioned that the language is non-binding, but that it would ensure that the Township discuss this request prior to adding any additional deputies in the future. Attorney James Porter agreed that the language is non-binding and does not impact the current amendment request.

Attorney Porter indicated that it would be best if the training request and the Undersheriff's request for additional command staff in the future, came in a MOU. This approach would allow the Township more flexibility in its request for specific trainings which could be easily amended without having to amend the entire Agreement each time. It also allows KCSO to keep the acknowledgment of the non-binding need for additional command staff in the event that the Township requests additional staffing in the future. Staff reached out to Undersheriff VanDyken following the Police Protection Committee to see if they would be agreeable to the described MOU. The Undersheriff indicated that they would be agreeable to such an arrangement.

KCSO is awaiting the Township's response to the aforementioned amendments to add two (2) additional deputies and the one (1) Sargent position. This amendment would not include language about adding additional command staff in the future or the request by the Township for additional training for its deputies. Undersheriff VanDyken indicated that the aforesaid positions could be added as early as the end of November. The MOU regarding additional staffing and training will be brought to the Board for feedback and approval at an upcoming Board meeting.

## POLICE PROTECTION AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kalamazoo, hereinafter designated "County"; the Sheriff of Kalamazoo County, Michigan, hereinafter designated "Sheriff"; and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter designated "Township."

WITNESSETH:

WHEREAS, Act 246 of the Public Acts of 1945, as amended [MCL 41.181], authorizes a township, by resolution, to appropriate funds and call upon the sheriff of the county to provide special police protection for the township, including enforcement of local township ordinances; and

WHEREAS, Act 33 of the Public Acts of 1951, as amended [MCL 41.801], further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, The Township accordingly desires to enter into an Agreement with the Sheriff and the County for additional police protection within the Township.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The Township, under the authority of the aforementioned Public Acts, hereby calls upon the Sheriff to furnish additional special police protection within the Township for the enforcement of state and local laws and ordinances of the Township, subject to the terms and conditions hereinafter contained. Within the limitations of available personnel, the Sheriff hereby covenants and agrees to furnish such additional police protection under such terms and conditions.
2. For the time period of January 1, 2020 through December 31, 2023, the County and the Sheriff agree to provide the equivalent of ~~five (5)~~ **eight (8)** full-time Uniform Services Section Deputies, with appropriate experience, to service the Township with additional special police protection and to provide the necessary hours for overtime in relation to the routine duties of those officers. ~~The County and the Sheriff agree to provide one (1) full-time Lieutenant, with appropriate experience, to direct overall police service operations within the Township including, subject to the terms and conditions of all applicable collective bargaining agreements, scheduling the Deputies, coordinating police services, analyzing operations to develop plans and manage resources and ensure the effective and efficient delivery of such services.~~ **The County and the Sheriff agree to provide the equivalent of ~~one (1)~~ two (2) full-time Sergeants, with appropriate experience, to supervise the Deputies, one Sergeant for the dayshift and one Sergeant for the evening shift.** The County and Sheriff agree to provide the equivalent of one (1) full-time traffic enforcement Deputy who will ordinarily issue citations under the Township's Uniform Traffic Code ordinance. The full-time Traffic Deputy will operate throughout the entire

Township. Traffic enforcement will take place as directed by the Sergeant with input from the Township Supervisor. The traffic enforcement Deputy will serve as the primary Deputy to handle traffic accidents thereby relieving Uniform Services Section Deputies to respond as needed. ~~The County and Sheriff agree to provide one (1) full-time Community Policing Deputy.~~ Also, the County and the Sheriff agree to provide the necessary associated personnel, equipment, and services, and other various indirect and associated costs in support of the above.

3. For the performance of the above-described services, the Township agrees to pay the County pursuant to the Township Contracting Rate Schedule 2020 that is attached as Exhibit 1 and incorporated by reference in this Agreement. The amount due will be calculated based upon the position assigned and include the amount of any shift differential, if applicable. The County shall submit an itemized invoice for services showing the costs, days and hours worked by each position assigned. Payment will be made within ten (10) days of the receipt of the itemized invoice. The reduction in the Township's payment under this Agreement will be required whenever a patrol officer is absent from his/her scheduled shift during the month without suitable replacement. For each subsequent year of the Agreement the County will provide the Township with an updated Contracting Rate Schedule utilizing the formula in Exhibit 1.
4. Reporting: The Sheriff/County will provide Crime Watch or similar reporting data to the Citizens of the Township through an internet address. The Sheriff will continue to provide reports for the Township through the Sheriffs Liaison or Command Officer assigned to the Township. The reports will reflect the call volume, clearance rates, and type of calls monitored. The reporting will show trends and tracking related to the Township. The reports described in this Paragraph may include, but will not be limited to, an Annual Report; Oshtemo Township Monthly Statistical Reports; Oshtemo Township Year-to-Date Statistical Reports; VCR/Clearance Reports (Clearance will mean the resolving of a crime); and Crime Watch Internet Reports.
5. If the Township intends to extend this Agreement it will notify the County and the Sheriff in writing on or before September 1, 2023, and submit a request describing the police services desired. As soon as practicable after receiving the Township's request, the County and the Sheriff will provide the Township with a written statement of the costs for such services. The parties will work in good faith to enter into a new Agreement for the subsequent year(s).
6. These Deputies (s) will work principally within the boundaries of the Township and will not be employed by the Sheriff outside of said boundaries, except in case of general public emergencies, riots or civil disturbances, or general inter-municipal cooperation in a search and apprehension in a general inter-municipal cooperative law enforcement effort. The Kalamazoo County Consolidated Dispatch Authority will be made aware of the stipulations of this paragraph.
7. The normal Sheriff's police protection will be continued within the Township and will not be reduced as a result of this Agreement or as a result of additional police service provided

hereunder. Patrol officers assigned to the Township under this Agreement will enforce Township ordinances as well as State law and County ordinances. The officers will not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.

8. All Sworn Staff will be deputy sheriffs and directly accountable to the Sheriff.
9. The County will provide insurance for the motor vehicle(s) used in the performance of the services described in this Agreement, as well as the liability and workers' compensation insurance coverage for any personnel assigned to duty in the Township. "Insurance", insofar as vehicles and personnel are concerned, means the coverage provided by the County as of the effective date of this Agreement. If such coverage is discontinued for any reason, the County will notify the Township immediately.
10. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the Township will not discriminate against persons to receive services under this Agreement or against an 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.
11. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement will not be construed as in any way affecting the collective bargaining agreement covering the personnel assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
12. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
13. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
14. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto and any prior agreements will be null and void.

16. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
  
17. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.
  
18. This Agreement will continue until one of the parties hereto delivers a written notice to all other parties of this Agreement of their intent to terminate this Agreement; 90 days after delivery of such written notice, this Agreement will end and be null and void thereafter. This Agreement may also be terminated pursuant to the provisions of Paragraph 5 hereof if the Township or the Comity indicates their unwillingness to continue the Agreement for another calendar year.
  
19. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement the day and date first above written.

**COUNTY OF KALAMAZOO**

**TOWNSHIP OF OSHTEMO**

\_\_\_\_\_  
 Julie Rogers, Chairperson  
 Kalamazoo County Board of Commissioners

\_\_\_\_\_  
 Elizabeth Heiny-Cogswell  
 Supervisor

\_\_\_\_\_  
 Timothy A. Snow  
 County Clerk/Register

**KALAMAZOO COUNTY SHERIFF**

\_\_\_\_\_  
 Richard Fuller, Sheriff

# EXHIBIT 1

## Township Contracting Rate Schedule 2020

---

### Base Cost Per Position

This base amount remains unchanged from previous year. Will be billed quarterly instead of monthly.

	<b>Quarterly Rate</b>
Officer equipment	\$ 408.50
Additional direct costs (fuel, training, maint.)	\$ 1,048.75
Equipped car*	\$
Clerical costs	\$
Supervisory costs	\$
Indirect cost (ins., departmental, admin.)	\$
<b>Total Base Cost Per Position</b>	<b>\$ 1,457.25</b>

If an additional car is required, the Township will be required to pay a one-time charge of \$16,720.

---

### Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

<b>Deputy Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NF19 - A Step	\$ 21.08	\$ 2.11	\$ 12.52	\$ 35.71
NF19 - B Step	\$ 22.35	\$ 2.24	\$ 13.28	\$ 37.87
NF19 - C Step	\$ 23.60	\$ 2.36	\$ 14.02	\$ 39.98
NF19 - D Step	\$ <b>24.88</b>	\$ 2.49	\$ 14.78	\$ 42.15
NF19 - E Step	\$ 26.15	\$ 2.62	\$ 15.54	\$ 44.31
NF19 - F Step	\$ 27.41	\$ 2.74	\$ 16.28	\$ 46.43
NF19 - G Step	\$ <b>28.67</b>	\$ <b>2.87</b>	\$ 17.03	\$ 48.57
NF19 - H Step	\$ 29.94	\$ 2.99	\$ 17.78	\$ 50.71
F19 - A Step	\$ <b>23.42</b>	\$ 2.34	\$ 13.91	\$ 39.67
F19 - B Step	\$ <b>24.83</b>	\$ 2.48	\$ 14.75	\$ 42.06
F19 - C Step	\$ 26.22	\$ 2.62	\$ 15.57	\$ 44.41
F19 - D Step	\$ 27.64	\$ 2.76	\$ 16.42	\$ 46.82
F19 - E Step	\$ 29.05	\$ 2.91	\$ 17.26	\$ 49.22
F19 - F Step	\$ 30.45	\$ 3.05	\$ 18.09	\$ 51.59
F19 - G Step	\$ <b>31.86</b>	\$ 3.19	\$ 18.93	\$ 53.98
F19 - H Step	\$ 33.27	\$ 3.33	\$ 19.76	\$ 56.36

## Township Contracting Rate Schedule

2020

---

### Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

Sergeant Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
NF22 - A Step	\$ 24.28	\$ 2.43	\$ 14.42	\$ 41.13
NF22 - B Step	\$ 25.77	\$ 2.58	\$ 15.31	\$ 43.66
NF22 - C Step	\$ 27.26	\$ 2.73	\$ 16.19	\$ 46.18
NF22 - D Step	\$ 28.77	\$ 2.88	\$ 17.09	\$ 48.74
NF22 - E Step	\$ 30.26	\$ 3.03	\$ 17.98	\$ 51.27
NF22 - F Step	\$ 31.76	\$ 3.18	\$ 18.87	\$ 53.81
NF22 - G Step	\$ 33.25	\$ 3.33	\$ 19.75	\$ 56.33
NF22 - H Step	\$ 34.74	\$ 3.47	\$ 20.63	\$ 58.84
F22 - A Step	\$ 26.98	\$ 2.70	\$ 16.03	\$ 45.71
F22 - B Step	\$ 28.63	\$ 2.86	\$ 17.00	\$ 48.49
F22 - C Step	\$ 30.29	\$ 3.03	\$ 17.99	\$ 51.31
F22 - D Step	\$ 31.97	\$ 3.20	\$ 18.99	\$ 54.16
F22 - E Step	\$ 33.62	\$ 3.36	\$ 19.97	\$ 56.95
F22 - F Step	\$ 35.29	\$ 3.53	\$ 20.96	\$ 59.78
F22 - G Step	\$ 36.94	\$ 3.69	\$ 21.94	\$ 62.57
F22 - H Step	\$ 38.60	\$ 3.86	\$ 22.93	\$ 65.39
Lieutenant Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
NC02 -A Step	\$ 39.53	\$	\$ 21.35	\$ 60.88
CO2 -A Step	\$ 43.92	\$	\$ 23.72	\$ 67.64

**POLICE PROTECTION AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Kalamazoo, hereinafter designated "County"; the Sheriff of Kalamazoo County, Michigan, hereinafter designated "Sheriff"; and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter designated "Township."

WITNESSETH:

WHEREAS, Act 246 of the Public Acts of 1945, as amended [MCL 41.181], authorizes a township, by resolution, to appropriate funds and call upon the sheriff of the county to provide special police protection for the township, including enforcement of local township ordinances; and

WHEREAS, Act 33 of the Public Acts of 1951, as amended [MCL 41.801], further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, The Township accordingly desires to enter into an Agreement with the Sheriff and the County for additional police protection within the Township.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The Township, under the authority of the aforementioned Public Acts, hereby calls upon the Sheriff to furnish additional special police protection within the Township for the enforcement of state and local laws and ordinances of the Township, subject to the terms and conditions hereinafter contained. Within the limitations of available personnel, the Sheriff hereby covenants and agrees to furnish such additional police protection under such terms and conditions.
  
2. For the time period of January 1, 2020 through December 31, 2023, the County and the Sheriff agree to provide the equivalent of eight (8) full-time Uniform Services Section Deputies, with appropriate experience, to service the Township with additional special police protection and to provide the necessary hours for overtime in relation to the ordinance. routine duties of those officers. The County and the Sheriff agree to provide the equivalent of two (2) full-time Sergeants, with appropriate experience, to supervise the Deputies, one Sergeant for the dayshift and one Sergeant for the evening shift. The County and Sheriff agree to provide the equivalent of one (1) full-time traffic enforcement Deputy who will ordinarily issue citations under the Township's Uniform Traffic Code. The full-time Traffic Deputy will operate throughout the entire Township. Traffic enforcement will take place as directed by the Sergeant with input from the Township Supervisor. The traffic enforcement Deputy will serve as the primary Deputy to handle traffic accidents thereby relieving Uniform Services Section Deputies to respond as needed. Also, the County and the Sheriff agree to provide the necessary associated personnel, equipment, and services, and other various indirect and associated costs in support of the above.



3. For the performance of the above-described services, the Township agrees to pay the County pursuant to the Township Contracting Rate Schedule 2020 that is attached as Exhibit 1 and incorporated by reference in this Agreement. The amount due will be calculated based upon the position assigned and include the amount of any shift differential, if applicable. The County shall submit an itemized invoice for services showing the costs, days and hours worked by each position assigned. Payment will be made within ten (10) days of the receipt of the itemized invoice. The reduction in the Township's payment under this Agreement will be required whenever a patrol officer is absent from his/her scheduled shift during the month without suitable replacement. For each subsequent year of the Agreement the County will provide the Township with an updated Contracting Rate Schedule utilizing the formula in Exhibit 1.
4. Reporting: The Sheriff/County will provide Crime Watch or similar reporting data to the Citizens of the Township through an internet address. The Sheriff will continue to provide reports for the Township through the Sheriffs Liaison or Command Officer assigned to the Township. The reports will reflect the call volume, clearance rates, and type of calls monitored. The reporting will show trends and tracking related to the Township. The reports described in this Paragraph may include, but will not be limited to, an Annual Report; Oshtemo Township Monthly Statistical Reports; Oshtemo Township Year-to-Date Statistical Reports; VCR/Clearance Reports (Clearance will mean the resolving of a crime); and Crime Watch Internet Reports.
5. If the Township intends to extend this Agreement it will notify the County and the Sheriff in writing on or before September 1, 2023, and submit a request describing the police services desired. As soon as practicable after receiving the Township's request, the County and the Sheriff will provide the Township with a written statement of the costs for such services. The parties will work in good faith to enter into a new Agreement for the subsequent year(s).
6. These Deputies (s) will work principally within the boundaries of the Township and will not be employed by the Sheriff outside of said boundaries, except in case of general public emergencies, riots or civil disturbances, or general inter-municipal cooperation in a search and apprehension in a general inter-municipal cooperative law enforcement effort. The Kalamazoo County Consolidated Dispatch Authority will be made aware of the stipulations of this paragraph.
7. The normal Sheriff's police protection will be continued within the Township and will not be reduced as a result of this Agreement or as a result of additional police service provided

hereunder. Patrol officers assigned to the Township under this Agreement will enforce Township ordinances as well as State law and County ordinances. The officers will not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.

8. All Sworn Staff will be deputy sheriffs and directly accountable to the Sheriff.
9. The County will provide insurance for the motor vehicle(s) used in the performance of the services described in this Agreement, as well as the liability and workers' compensation insurance coverage for any personnel assigned to duty in the Township. "Insurance", insofar as vehicles and personnel are concerned, means the coverage provided by the County as of the effective date of this Agreement. If such coverage is discontinued for any reason, the County will notify the Township immediately.
10. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the Township will not discriminate against persons to receive services under this Agreement or against an 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, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.
11. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement will not be construed as in any way affecting the collective bargaining agreement covering the personnel assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
12. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
13. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
14. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto and any prior agreements will be null and void.

16. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
  
17. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.
  
18. This Agreement will continue until one of the parties hereto delivers a written notice to all other parties of this Agreement of their intent to terminate this Agreement; 90 days after delivery of such written notice, this Agreement will end and be null and void thereafter. This Agreement may also be terminated pursuant to the provisions of Paragraph 5 hereof if the Township or the Comity indicates their unwillingness to continue the Agreement for another calendar year.
  
19. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement the day and date first above written.

**COUNTY OF KALAMAZOO**

**TOWNSHIP OF OSHTEMO**

\_\_\_\_\_  
 Julie Rogers, Chairperson  
 Kalamazoo County Board of Commissioners

\_\_\_\_\_  
 Elizabeth Heiny-Cogswell  
 Supervisor

\_\_\_\_\_  
 Timothy A. Snow  
 County Clerk/Register

**KALAMAZOO COUNTY SHERIFF**

\_\_\_\_\_  
 Richard Fuller, Sheriff

# EXHIBIT 1

## Township Contracting Rate Schedule 2020

---

### Base Cost Per Position

This base amount remains unchanged from previous year. Will be billed quarterly instead of monthly.

	<b>Quarterly Rate</b>
Officer equipment	\$ 408.50
Additional direct costs (fuel, training, maint.)	\$ 1,048.75
Equipped car*	\$
Clerical costs	\$
Supervisory costs	\$
Indirect cost (ins., departmental, admin.)	\$
<b>Total Base Cost Per Position</b>	<b>\$ 1,457.25</b>

If an additional car is required, the Township will be required to pay a one-time charge of \$16,720.

---

### Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

<b>Deputy Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NF19 - A Step	\$ 21.08	\$ 2.11	\$ 12.52	\$ 35.71
NF19 - B Step	\$ 22.35	\$ 2.24	\$ 13.28	\$ 37.87
NF19 - C Step	\$ 23.60	\$ 2.36	\$ 14.02	\$ 39.98
NF19 - D Step	\$ <b>24.88</b>	\$ 2.49	\$ 14.78	\$ 42.15
NF19 - E Step	\$ 26.15	\$ 2.62	\$ 15.54	\$ 44.31
NF19 - F Step	\$ 27.41	\$ 2.74	\$ 16.28	\$ 46.43
NF19 - G Step	\$ <b>28.67</b>	\$ <b>2.87</b>	\$ 17.03	\$ 48.57
NF19 - H Step	\$ 29.94	\$ 2.99	\$ 17.78	\$ 50.71
F19 - A Step	\$ <b>23.42</b>	\$ 2.34	\$ 13.91	\$ 39.67
F19 - B Step	\$ <b>24.83</b>	\$ 2.48	\$ 14.75	\$ 42.06
F19 - C Step	\$ 26.22	\$ 2.62	\$ 15.57	\$ 44.41
F19 - D Step	\$ 27.64	\$ 2.76	\$ 16.42	\$ 46.82
F19 - E Step	\$ 29.05	\$ 2.91	\$ 17.26	\$ 49.22
F19 - F Step	\$ 30.45	\$ 3.05	\$ 18.09	\$ 51.59
F19 - G Step	\$ <b>31.86</b>	\$ 3.19	\$ 18.93	\$ 53.98
F19 - H Step	\$ 33.27	\$ 3.33	\$ 19.76	\$ 56.36

**Township Contracting Rate Schedule  
2020**

**Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018**

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

<b>Sergeant Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NF22 - A Step	\$ 24.28	\$ 2.43	\$ 14.42	\$ 41.13
NF22 - B Step	\$ 25.77	\$ 2.58	\$ 15.31	\$ 43.66
NF22 - C Step	\$ 27.26	\$ 2.73	\$ 16.19	\$ 46.18
NF22 - D Step	\$ 28.77	\$ 2.88	\$ 17.09	\$ 48.74
NF22 - E Step	\$ 30.26	\$ 3.03	\$ 17.98	\$ 51.27
NF22 - F Step	\$ 31.76	\$ 3.18	\$ 18.87	\$ 53.81
NF22 - G Step	\$ 33.25	\$ 3.33	\$ 19.75	\$ 56.33
NF22 - H Step	\$ 34.74	\$ 3.47	\$ 20.63	\$ 58.84
F22 - A Step	\$ 26.98	\$ 2.70	\$ 16.03	\$ 45.71
F22 - B Step	\$ 28.63	\$ 2.86	\$ 17.00	\$ 48.49
F22 - C Step	\$ 30.29	\$ 3.03	\$ 17.99	\$ 51.31
F22 - D Step	\$ 31.97	\$ 3.20	\$ 18.99	\$ 54.16
F22 - E Step	\$ 33.62	\$ 3.36	\$ 19.97	\$ 56.95
F22 - F Step	\$ 35.29	\$ 3.53	\$ 20.96	\$ 59.78
F22 - G Step	\$ 36.94	\$ 3.69	\$ 21.94	\$ 62.57
F22 - H Step	\$ 38.60	\$ 3.86	\$ 22.93	\$ 65.39
<b>Lieutenant Position</b>	<b>Hourly Base Pay</b>	<b>Overtime (10%)</b>	<b>Benefit Allocation</b>	<b>Total Hourly Rate</b>
NC02 -A Step	\$ 39.53	\$	\$ 21.35	\$ 60.88
CO2 -A Step	\$ 43.92	\$	\$ 23.72	\$ 67.64