

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

September 24, 2024

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING
5:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Remote Location Identification (for remote attendance when permitted by statute)
4. Township Mission/Vision/Core Values
Core Value: Public Service – Fair treatment to all people.
5. Public Comment on Non-Regular Session Items
6. September 2024 Employee Spotlight: Elvira “El”, Building Department Administrator
7. Public Officials Updates
8. Consent Agenda
 - a. Meeting Minutes [[Minutes of Regular Meeting September 10, 2024](#)]
 - b. Chime Street Sanitary Sewer Survey and Design Contract
9. Consideration of L-4029 Township Property Tax Rate Request
10. Consideration of Temporary Part Time Job Description: Election Assistant
11. Discussion of Compensation Policy
12. Discussion: 2025 Police Protection
13. Discussion Continued: 2025 Draft Budget
14. Budget Amendments
15. Public Comment
16. Board Member Comments & Committee Updates
17. Adjournment

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

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

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

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

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

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

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

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

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

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Cheri Bell	216-5220	cbell@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Clare Buszka	216-5260	cbuszka@oshtemo.org
<u>Trustees</u>		
Neil Sikora	760-6769	nsikora@oshtemo.org
Kristin Cole	375-4260	kcole@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Michael Chapman	375-4260	mchapman@oshtemo.org

Township Department Information			
<u>Assessor:</u>			
Kristine Biddle	216-5225	assessor@oshtemo.org	
<u>Fire Chief:</u>			
Greg McComb	375-0487	gmccomb@oshtemo.org	
<u>Ordinance Enforcement:</u>			
Alan Miller	216-5230	amiller@oshtemo.org	
<u>Parks Director:</u>			
Vanessa Street	216-5233	vstreet@oshtemo.org	
Rental Info	216-5224	oshtemo@oshtemo.org	
<u>Planning Director:</u>			
Jodi Stefforia	375-4260	jstefforia@oshtemo.org	
<u>Public Works Director:</u>			
Anna Horner	216-5228	ahorner@oshtemo.org	

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to join.zoom.us on any browser and entering this **Meeting ID: 818 2435 4562**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **818 2435 4562#**

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



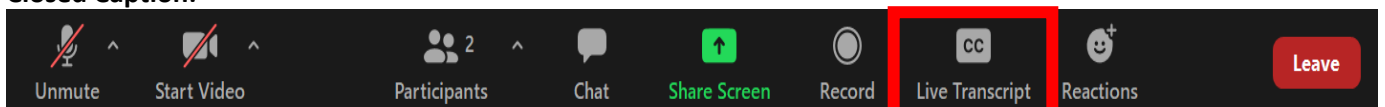
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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

Mission:

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

Vision:

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

Core Values:

PUBLIC SERVICE

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

SUSTAINABILITY

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

INNOVATION

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

PROFESSIONALISM

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

INTEGRITY

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

FISCAL STEWARDSHIP

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



Elvira "EI"

Building Department Administrator

Hire Date:

02/02/18

About Elvira:

I moved to Kalamazoo over 30 years ago and have been happy to call it home! My husband and I are the proud parents of two adult daughters. In 2017, after 17 years working as a pharmacy billing technician, I decided to go back to school at KVCC where I obtained an associate degree in Occupational Technical Studies. School was tough, but as a bilingual native Spanish speaker I can say that learning English was harder! Around that time, I joined the Southwest Michigan Building Authority, and I was happy to subsequently join the Oshtemo team as the Building Department Administrator. Outside of work, I enjoy live music, art hop events, crafting, puzzles, and spending time with my family.

Summary of Duties:

Intake all building department permit applications, and either process or distribute for review as necessary. Accept payments for, and issue building department permits. Answer questions or direct to the appropriate staff member by phone or email. Schedule inspection requests. Send expired permit notices. Process permit extension requests. Administer the Certificate of Occupancy issuance process by distributing information to various departments and collecting approvals prior to issuing the certificate.

Celebrating Elvira:

EI came to work for the Southwest Michigan Building Authority during a time when we were reconfiguring how we provide service to the community. She brought a level of calm professionalism that was crucial to the transition. Fast forward a few months and she transformed the authority into a highly-functioning team. When the Township absorbed the authority in 2024, she was pivotal yet again to the transition, and we now have an internal department that meets the needs of our customers. EI has proven to be a highly dedicated, organized, and valuable asset to Oshtemo Charter Township. She has helped to efficiently on-board our new Building Official by imparting her vast historical knowledge to ensure he is successful in his new role. EI is the face of the Building Department at the Township. The public knows that they will receive impeccable customer service and attention to detail from EI. EI is more than willing to help out other departments as needed to provide continuity and consistency to our team. We are lucky to have her at Oshtemo Charter Township, and we are looking forward to many more years with EI!

Memorandum



Date: September 19, 2024
To: Township Board
From: Anna Horner, Public Works Director
Subject: Chime Street Professional Services Contract

Objective

Notify the board of contract with Prien & Newhoff (P&N) for surveying, engineering and permitting in the amount of \$156,600 for the Chime Street Improvements Project in accordance with the purchasing policy.

Background

Staff shared the opportunity to partner with KPS on the Chime Street Sanitary Sewer project with the Board at the August 27, 2024 meeting along with requesting a budget amendment to begin the field work and design. Since then, I have contacted and met with other utility stakeholders to coordinate and further define the scope of the project.

P&N is one of the Township's approved professional service firms and completed plans for this sewer project decades ago but it never was constructed. With the previous work P&N has done surveying in this area for Fruit Belt Trail, their adjacent work on the KPS District Kitchen and their ability to meet the aggressive schedule, this firm was selected to provide the most efficient and cost-effective services to the Township.

Attachments

P&N Proposal

Core Values

Professionalism

September 20, 2024

Sent via email: ahorner@oshtemo.org

Ms. Anna Horner
Public Works Director
Charter Township of Oshtemo
7275 W. Main Street
Kalamazoo, MI 49009-8210

RE: Chime Street Sanitary Sewer

Dear Ms. Horner:

Prein&Newhof is pleased to present our Professional Services Agreement to perform Engineering services related to installation of public sanitary sewer in Chime Street and the reconstruction of Chime Street in coordination with the new Kalamazoo Public Schools (KPS) kitchen facility. The scope of this proposal will consist of the following:

Design Engineering: \$72,300

- A. Provide topographic survey for the project area including Stadium Drive for potential storm sewer connections and Erie Street to incorporate the Fruit Belt Trail and potential Erie Street improvements.
- B. Coordinate title search and analyze to determine ROW limits/issues. Cost of title search from title company and preparing legal descriptions for easements, if necessary, is not included.
- C. Provide soil borings (2 at 15 ft each).
- D. Coordinate with the Township and DDA to determine desired road/sidewalk/parking cross section.
- E. Coordinate with RCKC to discuss storm water management strategy and road/sidewalk/parking cross section.
- F. Coordinate with Consumers Energy to discuss and plan for the possibility of burying the electrical lines and to verify if new gas design conflicts with this Township project.
- G. Coordinate with Fruit Belt Trail design.
- H. Design sanitary sewer, storm water, roadway cross section, ADA ramps, and future telecom conduit.
- I. Prepare necessary permit applications (EGLE, SESC, RCKC). Fees are not included.
- J. Prepare contract documents and engineer's estimate.
- K. Bid thru the P&N plan room and recommend award.

Construction Engineering: \$84,300

- L. Administer preconstruction meeting.
- M. Provide construction observation based on 405 hours (9-weeks at 45 hrs/week).
- N. Provide concrete and density testing.
- O. Administer bi-weekly progress meetings.
- P. Provide construction administration including submittal reviews, pay applications, and change orders.
- Q. Prepare record plans.

Title Searches for 16 parcels is estimated at \$6,000 and invoices will be paid directly by the Township. Legal descriptions for necessary easements will be \$1,000 each.

Additional Services: \$26,200 (Water Main)

If the township elects to include replacing the water main, our related design and construction engineering services would include the following:

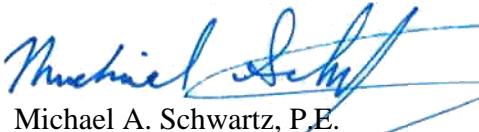
- R. Design water main.
- S. Coordinate with City of Kalamazoo and prepare EGLE permit application.
- T. Provide construction observation based on 135 hours (3-week construction duration).
- U. Witness pressure tests and coordinate bacteria testing on proposed water main.
- V. Provide construction administration including submittal reviews, pay applications, change orders.
- W. Prepare record plans.

During our discussion on September 17, 2024, we also discussed several possibilities for the Erie Street realignment including a possible mini-roundabout near the intersection of Erie and Chime. We have included fees to discuss and coordinate with you and your parks department to determine the scope of those improvements. Because the scope is not currently known, we cannot provide the related engineering fees.

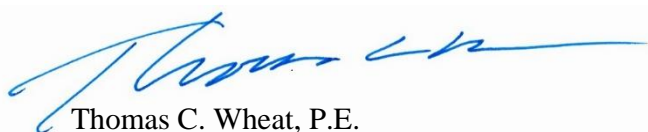
If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Michael A. Schwartz, P.E.



Thomas C. Wheat, P.E.

MAS:TCW:jmw:dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2024 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and Charter Township of Oshtemo, of 7275 W. Main Street, Kalamazoo, MI 49009-8210 (“Client”).

WHEREAS Client intends to:

Obtain engineering services for the Chime Street Sanitary Sewer.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N

For Client

Name: Mike Schwartz
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: mschwartz@preinnnewhof.com

Name: Anna Horner
Title: Public Works Director
Phone Number: (269) 216-5228
Facsimile Number: (269) 375-7180
Email: ahorner@oshtemo.org

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated September 20, 2024
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated September 20, 2024

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$_____.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed. Not to exceed \$72,300 for Design Engineering and \$84,300 for Construction Engineering.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client: _____

By: _____

By: _____

Printed Name: Jason M. Washler, P.E.

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

- ~~1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.~~
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

2024 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2024.)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County KALAMAZOO	2024 Taxable Value of All Properties in the unit as of 5/28/2024 Less Veterans 1,132,338,475
Local Government Unit OSHEMO TOWNSHIP	For LOCAL School Districts: Current Year Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119.

The following tax rates have been authorized for levy on the 2024 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2023 Millage Rate Permanently Reduced by MCL 211.34d	2024 Current Year Millage Reduction Fraction	2024 Permanent Millage Rate Reduced by MCL 211.34d	Sec. 211.34 Truth in Assessing or Equalization Rollback Fraction	Maximum Allowable Millage Rate*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Charter	Operating		5.0000	4.8000	1.0000	4.8000	1.0000	4.8000			Unlimited
MCL 247.670	Roads		3.0000	3.0000	1.0000	3.0000	1.0000	3.0000			

Prepared by Mathew Hansen	Telephone Number (269) 383-8960	Title of Preparer Equalization Director	Date May 7, 2024
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.

<input type="checkbox"/> Clerk Secretary	Signature	Print or Type Name	Date	Total School District Operating Rates to be levied (HH/Supp and NH Oper ONLY)	Rate
<input type="checkbox"/> Chairperson President	Signature	Print or Type Name	Date	For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal.	
				For Commercial Personal	
				For All Other	

**Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Memorandum



Date: 9/17/2024
To: Township Board
From: Dusty Farmer, Clerk
Subject: Job Description: Election Assistant

Objective

Motion to approve the job description for Election Assistant.

Background

Over the last 8 years we have experienced many changes to the election process here in Michigan. While these changes and clarifications to election law have removed barriers to voting, they have also increased the amount of work that must be accomplished by Clerk's across the State. For this request, we are focused specifically on the two weeks leading up to the election and Election Day.

In the State of Michigan, you can register to vote in the two weeks before and on Election Day, but you must do so with your local Clerk. This increases traffic at the counter. We need additional hands at the counter during this time so that the Clerk, Assistant Clerk, and Clerk's assistant can continue our regular tasks and increased election tasks. On Election Day, this person will be at the counter from 7 AM though 8 PM registering voters. The Clerk and Assistant Clerk will be answering calls from precincts and the Assistant Clerk will be entirely focused on absentee ballots.

In addition to this request for a temporary part-time assistant, we realized that the Clerk's Office needs all hands on deck on Election morning. Our election inspectors arrive at their polling locations at 6 AM so that they can be ready for voting to begin at 7 AM, and we must be ready to provide support from the very first minute. Too many times we have been in situations where we did not have enough people to provide adequate support, and it was never more apparent that 6:05 AM on August 6, 2024. We had a laptop that wasn't working correctly, we had supplies that needed to be delivered before 7 AM, and we didn't have enough people because the only staff (other than the firefighters) working at that time was the Clerk's Office. We need maintenance, IT support, and an office assistant beginning first thing in the morning and lasting through 8 PM.

Core Values

Public Service, Professionalism, Integrity, Fiscal Stewardship

Memorandum

Date: 24 September 2024
To: Township Board
From: HR Board Work Group
Subject: Compensation & Performance Review Policy



Objective

PROPOSED MOTION: I approve the proposed Compensation & Performance Review Policy for implementation on 01/01/25.

Background

The HRBWG has been working to develop a new Compensation & Performance Review Policy. Attached you will see the first draft of the policy for Board review and approval.

Information Provided

1. Compensation & Performance Review Policy

Core Values

Public Service, Sustainability, Innovation, Professionalism, Integrity, Fiscal Stewardship

SECTION 4- COMPENSATION



4.9- COMPENSATION AND PERFORMANCE REVIEW POLICY

Purpose: This policy aims to guide compensation adjustments to ensure equity in pay. Included in this policy is guidance for Cost of Living, Merit, & Market adjustments.

Scope: This policy applies to all full time and part time employees. Collectively Bargained employees are bound by the Compensation Appendix in the Collective Bargaining Agreement and are exempt from the compensation adjustment terms of this policy. Compensation is discussed during negotiations of the contract. Collectively Bargained employees are to receive annual Performance Appraisals in accordance with this policy. Paid on Call Firefighters are also exempt from this policy. Please see the Paid on Call Compensation policy. Election Workers, Trustees, & all other Boards & Committees employees shall be exempt from this policy as well.

Effective: 01/01/25

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the *Employee Handbook*.

POLICY

- A. **Performance Reviews.** The Performance Review process provides a means for discussing, planning, and reviewing the performance of each employee. Performance Reviews influence salaries, promotions, and transfers, and it is critical that Supervisors are objective in conducting Performance Reviews and in assigning overall performance ratings. Performance appraisals are conducted annually by 03/31. Each Supervisor is responsible for the timely and equitable assessment of the performance and contribution of subordinate employees.
- B. **Salary Increases Based on Cost of Living.** Cost of Living adjustments are increases in compensation intended to help employees maintain the value of their compensation against inflation. These increases are not viewed as merit increases resulting from good job performance but should be considered a way to help employees maintain their earning power. Cost of Living adjustments are considered based on the Consumer Price Index (CPI) in Q4 of the preceding year. The HR Board Work Group shall evaluate the CPI and make recommendations to the Township Board during budgeting. Cost of Living adjustments are not guaranteed annually and shall be evaluated based on trends. Please note that Oshtemo Charter Township has no obligation to grant Cost of Living adjustments, and additionally, may not grant the full amount of the CPI recommendation. Cost of Living adjustments shall be across the board for all employees, effective 01/01. Cost of Living Adjustments are not related to the Performance Review policy and shall be separate from Merit and/or Market Increases.

- C. **Salary Increases Based on Performance Reviews.** A Performance Review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to position responsibilities must be evaluated to determine whether a salary increase is warranted. Salary increases will be awarded up to a set amount, which is determined by the Township Board during budgeting. Pay increases shall be processed for the first pay period in April for merit adjustments. Employees are eligible for a merit increase after 6 months of employment.
- D. **Salary Increases Based on Market Assessments.** HR will annually conduct a review of all employee's job duties to ensure that they are seated in the correct wage band. This review consists of utilization of the Segal Calculator. A Supervisor may request an analysis of an employee's salary at any time the manager deems appropriate. This request should be made to the HR Director, who will review the employee's salary in comparison with consideration to changing job duties and within the guidelines of this compensation policy.

Memorandum

Date: September 16, 2024
To: Township Board
From: Cheri Bell, Supervisor
Subject: Police Contract for 2025



Objective

Update the Township Board regarding a meeting with Kalamazoo County Sheriff's Office (KCSO) and Oshtemo Township representatives that occurred on September 11, 2024, concerning 2025 police protection.

Background

Attorney Porter and I met with KCSO Undersheriff, James VanDyken; Captain Logan Bishop, and Lieutenant, Megan Malz, to discuss an extension of the current contract for police protection for Oshtemo. The terms of our current contract with The Sheriff's Office end December 31, 2024. The 2019 contract was for three years, with the possibility for two one-year extensions. No further extensions are available with this contract.

KCSO has offered to keep the same staffing agreement provisions as outlined in the 2019-2023 contract, for the 2025 contract. KCSO made a recommendation for Oshtemo to consider adding a detective, as well as communicating they could staff a Community Police Officer in 2025. Oshtemo previously had this position filled and proved it to be very beneficial, however due to staffing shortages, KCSO discontinued this position to have the deputy in rotation for calls.

A draft contract will be presented to the Township Board Oct. 8th, 2024 for discussion and review. It is my recommendation that the Township enter into a one year contract, as well as work with KCSO to define the role of the Community Policing Officer and include that new position in the contract.

Information Provided

KCSO and Oshtemo Contract (2019-2023)
KCSO and Oshtemo Contract Extension (2024)

Core Value(s)

Public Service, Sustainability, Integrity, Fiscal Stewardship

POLICE PROTECTION AGREEMENT

This Agreement is made this 17 day of Dec., 2019, 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) 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) full-time Sergeant, with appropriate experience, to supervise the Deputies. 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 quarterly 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 Sheriff's 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; UCR/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.

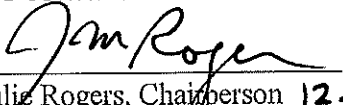
17. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and 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 County 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.

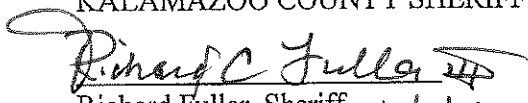
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement the day and date first above written.

COUNTY OF KALAMAZOO



 Julie Rogers, Chairperson 12.17.19
 Kalamazoo County Board of Commissioners


 Timothy A. Snow 12.17.19
 County Clerk/Register

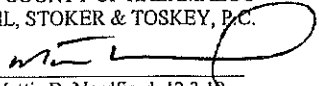
KALAMAZOO COUNTY SHERIFF


 Richard Fuller, Sheriff 12/11/19

TOWNSHIP OF OSHTEMO


 Elizabeth Heiny-Cogswell
 Supervisor

APPROVED AS TO FORM
FOR COUNTY OF KALAMAZOO
COHL, STOKER & TOSKEY, P.C.

By: 

Mattis D. Nordfjord 12.3.19
n:\client\kalamazoo\sheriff\agreements\oshtemo patrol\k-zoo sheriff and oshtemo twship agreement 2020 (rev to include shift diff and lt.) 12.2.19.docx

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.

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

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

Deputy Position	Hourly Base Pay	Overtime (10%)	Benefit Allocation	Total Hourly Rate
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	\$ 24.88	\$ 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	\$ 28.67	\$ 2.87	\$ 17.03	\$ 48.57
NF19 - H Step	\$ 29.94	\$ 2.99	\$ 17.78	\$ 50.71
F19 - A Step	\$ 23.42	\$ 2.34	\$ 13.91	\$ 39.67
F19 - B Step	\$ 24.83	\$ 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	\$ 31.86	\$ 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
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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
NCO2 -A Step	\$ 39.53	\$ -	\$ 21.35	\$ 60.88
CO2 -A Step	\$ 43.92	\$ -	\$ 23.72	\$ 67.64

**EXTENSION OF
POLICE PROTECTION AGREEMENT
BETWEEN
THE KALAMAZOO COUNTY SHERIFF'S OFFICE AND
TOWNSHIP OF OSHTEMO
(2024)**

THIS EXTENSION AGREEMENT ("Second Extension") dated as of December 6, 2023 (the "Effective Date"), by and between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, on behalf of the Kalamazoo County Sheriff's office (the "Sheriff"), and the Township of Oshtemo, a Michigan municipal corporation (the "Township"), collectively known as the "Parties, extends and amends the Police Protection Agreement entered into between the Parties on December 17, 2019, and amended by a Memorandum of Understanding in November, 2021.

WHEREAS, the Parties entered into a contract on December 17, 2019, whereby the Sheriff agreed to provide police services for the Township for the period of January 1, 2020 through December 31, 2023 (the "Original Contract"); and

WHEREAS, the term of the Original Contract expires on December 31, 2023; and

WHEREAS, the parties entered into a Memorandum of Understanding in November, 2021, and;

WHEREAS, the Parties hereby agree to extend the term of the Original Contract and the Memorandum of Understanding, in accordance with the terms of the Original Contract and the Memorandum of Understanding, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

1. The Original Contract and the Memorandum of Understanding is extended for an additional one-year period, which will begin on January 1, 2024, immediately upon the expiration of the Original Contract and the Memorandum of Understanding and will end on December 31, 2024. The parties may further extend the Original Contract and the Memorandum of Understanding for one additional one-year period by mutual agreement.
2. The parties agree the staffing for 2024 will consist of the following: one (1) day shift sergeant, four (4) day shift deputies, one (1) day shift traffic deputy, one (1) midnight shift sergeant, and four (4) midnight shift deputies.
3. The Contracting Rate Schedule 2020 referenced in Paragraph 3 of the Original Contract, as amended, is replaced by the Contracting Rate Schedule 2024, a copy of which is attached as Exhibit A and incorporated by reference.
4. Paragraph 5 of the Original Contract is amended to state as follows:

If the Township intends to further extend this Agreement, it shall notify the Sheriff in writing on or before September 1, 2024, and submit a request describing the police services desired. As soon as practical after receiving the Township's request, the Sheriff shall 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.

5. All other terms and conditions of the Original Contract and the Memorandum of Understanding remain unchanged.

6. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

COUNTY OF KALAMAZOO

By: *John Taylor*

John Taylor, Chairperson
Kalamazoo County Board of Commissioners

Date: 12/12/2023

TOWNSHIP OF OSHTIMO

By: *Cheri Bell*

Cheri Bell, Township Supervisor

Date: 12/6/23

COUNTY OF KALAMAZOO

By: *Richard Fuller*

Richard Fuller, Sheriff

Date: 12-13-2023

APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On: November 15, 2023

N:\Client\Kalamazoo Sheriff\Agreements\Oshtimo Twp Patrol\2024\Oshtimo Twp Police Protection Extension 2024 - Final 11.15.2023.docx

Memorandum & Request



Date: August 20, 2024
To: Township Board
From: Greg McComb
Subject: Budget amendment for unused 2024 fire engine final payment

Objective

That the Board would approve a budget amendment to move final fire engine payment to building and equipment projects originally slated for 2025 to 2024.

From: GL 211-344-97600 Fire Equipment – Vehicle (\$288,345)
To: GL 211-344-98100 Fire Equipment – Capital Facilities \$142,000
 GL 211-344-98000 Fire Equipment – Capital Equipment \$78,500

Proposed Motion: Motion to approve a budget amendment in the amount of \$78,500 and \$142,000 from 211-344-97600 to 211-344-98000 and 211-344-98100 respectively to cover the cost of equipment and facilities upgrades originally planned for 2025.

Background

We budgeted \$248,345 for the final 25% payment of our replacement fire engine plus \$40,000 to cover outfitting, shelving, radios etc. for the 2024 budget. We found that the engine will not be finished until February 2025, thereby leaving these funds unused. I am requesting we do a budget amendment to allow us to use these unspent funds on equipment and building projects that were going to be budgeted in 2025. I spoke with Maintenance Director Greg Fountain, and he agreed that we should be able to get the building projects done this year.

Capital Facilities Items	Amount
HVAC 5-2	\$30,000
Large ceiling fans in apparatus bay 5-2	\$20,000
Replacement Windows 5-2	\$50,000
Wallpaper removal and paint 5-2	\$20,000
HVAC 5-1	\$12,000
Flooring 5-1	\$10,000
Total:	\$142,000

Capital Equipment Items	Amount
Technical Rescue Team equipment	\$35,000
OSCR Fire Investigative 360* camera	\$20,500
Quantifit Facemask fit tester	\$15,000
Photo Ionization Detector + Calibration	\$8,000
Total:	\$78,500

Core Values

Respect, Responsibility, Pride

Memorandum & Request



Date: September 20, 2024
To: Township Board
From: Greg Fountain, Maintenance Director
Subject: Replacement of Totaled 2021 Chevrolet Colorado LT

Objectives

For the Board to approve a budget amendment as outlined below for the purchase of a 2022 Chevrolet Colorado, to replace the 2021 Chevrolet Colorado LT, that was totaled on August 23, 2024.

From:	GL 101-567-97400	Cemetery, Building, & Grounds	Capital Outlay (\$1,261)
To:	GL 101-567-97400	Cemetery, Building, & Grounds	Capital Outlay

Proposed Motion

Motion to approve budget amendment in the amount of \$1,261.00 to add to the \$28,803.00 from the totaled Chevrolet Colorado LT insurance settlement, for purchase of a 2022 Chevrolet Colorado with a remaining 2-year drivetrain factory warranty, and with 23,290 miles.

Background

On August 23, 2024, the 2021 Chevrolet Colorado LT was involved in a traffic accident that rendered it undriveable. The vehicle was officially verified as totaled. I was instructed to replace this vehicle with a similar used vehicle as a top priority. The vehicle criteria was that it be a 4-wheel drive, mid-sized work truck, the same as the totaled vehicle. While searching for a vehicle with this criteria and at the price point of the insurance settlement, I was informed the Township policy allowed for up to \$2,000 extra discretionary spending for a replacement.

Trucks were located with the price range between \$29K up to \$32K, however mileage being a consideration, most vehicles were in the 50,000 mile range. A 4-wheel drive work truck with 39,380 miles was located at Ziegler in Plainwell for \$29K. I was told it could be seen and test drove, however it was unavailable and was asked to return the next day. I returned the next day and it was unavailable. A work truck was found in Charlotte, MI which was a 2019, but the test drive revealed transmission issues. A third possible replacement was located at Kool Chevrolet in Grand Rapids; a 2022 Chevrolet Colorado, 4-wheel drive work truck with approximately 24,000 miles with a price of \$30K. This truck was also test drove and performed more than satisfactory. This vehicle is 1-year newer than the totaled Chevy Colorado and has 26,088 less miles, as well as the remainder of the factory warranty. Based on the extensive research and this vehicle meeting the replacement criteria, my opinion is that this vehicle is an excellent choice for the Township. The Building department will be the primary user of this vehicle. When available, it may also be used by Parks and Maintenance departments, as needed. The total price out-the-door was \$30,064.00. The vehicle has been purchased and is now serving the Township as of 9/20/2024.

Core Value(s)

Sustainability, Fiscal Stewardship