

OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street, Kalamazoo, MI 49009
269.375.4260

December 10, 2019
BOARD WORK SESSION
6:00 p.m.
AGENDA

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County
- D. Discussion on Fire Department Policy Updates (partial of 122)
- E. Discussion on Village Theme Development Plan
- F. Discussion on 2020 Water & Sewer Connection Fees
- G. Other Updates and Business

REGULAR MEETING
7:15 p.m.
AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
 - a. Approve Minutes- November 12, 2019 and November 26, 2019
 - b. Receipts & Disbursements Report
 - c. 2020 Property & Liability Insurance Renewal
 - d. Board & Committee Appointments
 - e. Frie & Gibbs Plat Lot Divisions
 - f. 2020 Sewer & Water Rate Schedule
 - g. Consideration of ZBA By-laws
 - h. RCKC PAR Carryover Contract
 - i. Employee Holiday Bonus
- 5. Consideration of 2020 Police Protection Contract
- 6. Consideration of Budget Amendments
 - a. FY 2019 4th Quarter with Revenue/Expenditure Report
 - b. FY 2020
- 7. Request to Enter Into Closed Session to Discuss Pending Litigation
- 8. Consideration of Election Precinct Five Relocation
- 9. Consideration of Unsold Property from County Treasurer
- 10. Consideration of Continued Oshtemo Refugee Resettlement Support
- 11. Update on South 8th Street Closure/Flooding
- 12. Other Township Business
- 13. Public Comment
- 14. Board Member Comments
- 15. Work Session (Continued for Items Not Completed)
- 16. 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 8:00 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, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

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

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



Memo



D.

To: Libby Heiny-Cogswell, Township Supervisor
From: M. Barnes, Fire Chief
Date: December 5, 2019
Re: DRAFT Department Policies for Evaluation. First installment.

This memo is the launch of our substantial project designed to update the fire department's internal operating procedures. The Lexipol library contains 174 draft industry best practice policies. Fortunately, we do not anticipate needing all of them. This huge task is also a component of our efforts to work towards providing a standard of cover.

A few highpoints:

- **Formatting:** Please forgive inconsistent formatting. Due to software challenges, we are having to download Lexipol documents into MS Word which allows Oshtemo staff the freedom to interact with each document.
- **Unique to Oshtemo**
Draft policies 506 & 1047 are examples of "local" policies that are not birthed from the Lexipol library.
- **Priority:** For the most part, we are following Lexipol's priority recommendation. An example of an exception would be policy 506 Medical Waste. A recent notice from the State of Michigan Health and Human Services has identified the option of implementing such a policy and thus no longer have to obtain (pay for) a waste management certification.
- **Workflow.** All proposed policies will pass through human resources and legal. Depending on the specific policy topic, some may be forwarded to others for their input (Clerk, Treasurer, Public Works...).
- **Township Authority:** It cannot be stressed enough that OFD is not intending to circumvent or supersede any Township policy – but the Fire Department has unique employee circumstances and the Handbook does not sufficiently address them. The goal of this effort is to improve the handbook as to fire department employees and to develop and adopt department guidance for non-HR policy & procedure matters.

101.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, Oshtemo Charter Township policy or collective bargaining agreement, such law, Oshtemo Charter Township policy or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

- **Goal:** Your fire department provides emergency services 24/7/365 in all forms of working conditions – including life threatening. Our unique blend of harmonious employees must think on their feet to apply their training and industry best practices to a myriad of circumstances. It is the desire of this manual to provide them with a framework of guidance prescribed within law and with predictable professional outcomes.

- **Policy 1047:** Paid-On-Call (POC) minimum participation expectations.
To be considered a member of any organization, there must be some degree of measurable participation and engagement. Renditions of this policy have been in effect since 2011 when it was designed by a committee of OFD members. The committee updated it in 2016 and again for this edition.

A segment of this policy had addressed a POC member who needed to be temporarily exempt from these participation measures typically due to work or home commitments. That section has been deleted from this version and the Handbook will be amended to better address Paid On-Call (POC) members.

Attachments

1. Mission Statement
2. Firefighter Code of Ethics
3. 100 – Fire Service Authority
4. 101 – Policy Manual
5. 102 - Oath of Office
6. 306 – Response Time Standards
7. 506 – Medical Waste
8. 1047 – Paid-On-Call minimum participation expectations.

Oshtemo Fire and Rescue Department

Policy Manual

MISSION STATEMENT

To honorably serve our residents, visitors and fellow firefighters
by delivering services with
respect, responsibility and pride.

Oshtemo Fire and Rescue Department

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FIREFIGHTER CODE OF ETHICS

As a firefighter and member of the Oshtemo Fire and Rescue Department, my fundamental duty is to serve the community; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering.

- I will uphold the standards of my profession, continually searching for new and improved methods, and share my knowledge and skills with my contemporaries and successors.
- I will not allow personal feelings, nor danger to self, deter me from my responsibilities as a firefighter.
- I will, at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.
- I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will never use my official position to obtain advantages or favors for myself, my friends, or family.
- I will constantly strive to achieve the objectives and ideals, dedicating myself to my chosen profession—saving of life, fire prevention, and fire suppression.
- As a member of Oshtemo Fire and Rescue Department, I accept this self-imposed and self-enforced obligation as my responsibility.



Fire Service Authority

100.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to affirm the legal authority of the Oshtemo Fire and Rescue Department and the individual members.

100.2 POLICY

Best Practice

It is the policy of the Oshtemo Fire and Rescue Department to limit its members to only exercise the authority granted to them by law.

While the Oshtemo Fire and Rescue Department recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority, and this department does not tolerate abuse of authority.

100.3 ORGANIZATIONAL POWERS

State MODIFIED

This department is authorized by Oshtemo Charter Township pursuant to state law to perform fire suppression and related services including but not limited to:

- (a) Fire prevention and fire code enforcement (MCL 29.2b; MCL 29.7a; MCL 29.8).
- (b) Fire suppression services (MCL 42.13; MCL 70.1; MCL 109.1; MCL 124.602).
- (c) Fire origin and cause investigation (MCL 29.7a; Mich. Admin. Code R. 29.1652; Fire Code, Ch. 1).
- (d) Emergency Medical Services (EMS) (MCL124.602; MCL 333.20948).

100.4 FIREFIGHTER POWERS

State MODIFIED

Firefighters are sworn members of this department and are authorized to exercise the following authority pursuant to applicable state and local law or ordinances (MCL 29.362):

- (a) Participate in a wide range of emergency and rescue activities, including EMS, extrication, and heavy rescue
- (b) Perform fire suppression duties, including the suppression of structural, aircraft, marine, wildland, and other types of fires
- (c) Investigate the origin and cause of fires (MCL 29.7a)
- (d) Collect and preserve evidence when a fire is of a suspicious origin (MCL 28.609c)
- (e) Perform specialty services, including hazardous materials response, technical rescue, water rescue, and additional services as authorized by the Fire Chief
- (f) Provide fire code enforcement inspection and plan review services
- (g) Provide public education and fire prevention activities and services

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Fire Service Authority

- (h) Inspect vehicles transporting hazardous materials (MCL 29.5a).

100.5 CONSTITUTIONAL REQUIREMENTS

Federal

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States Constitution and the Constitution of the State of Michigan.

100.6 SUPERVISORY AUTHORITY

Best Practice **MODIFIED**

Any chief officer may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate chain of command to the Deputy Chief, followed by written documentation of the charges, in accordance with department procedures. All such processes shall comply with established rules and regulations including Appendix H of the Township's Handbook.

101 - Policy Manual

101.1 PURPOSE AND SCOPE

Discretionary

The Policy Manual of the Oshtemo Fire and Rescue Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this department. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

101.2 POLICY

Best Practice

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that fire and rescue work is not always predictable, and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this department under the circumstances reasonably available at the time of any incident.

101.2.1 DISCLAIMER

Best Practice **MODIFIED**

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Oshtemo Fire and Rescue Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the Oshtemo Charter Township, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for department administrative action, training or discipline. The Oshtemo Fire and Rescue Department reserves the right to revise any policy content, in whole or in part.

101.2.2 SEVERABILITY

Best Practice **MODIFIED**

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, Oshtemo Charter Township policy or collective bargaining agreement, such law, Oshtemo Charter Township policy or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a collective bargaining agreement, we will seek to resolve the conflict.

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101.3 AUTHORITY

Discretionary

The Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue General Orders, which shall modify those provisions of the manual to which they pertain. General Orders shall remain in effect until such time as they may be permanently incorporated into the manual.

101.4 DEFINITIONS

Best Practice MODIFIED

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

Oshtemo Charter Township - The Oshtemo Charter Township of Oshtemo.

Civilian - Employees and volunteers who are not engaged in fire suppression as part of their primary duties.

Department/OFD - The Oshtemo Fire and Rescue Department.

Employee - Any person employed by the Department.

Fire Code - The Michigan Fire Prevention Code and the 2006 National Fire Protection Association (NFPA) Uniform Fire Code fire code as amended and adopted (MCL 29.1 et seq.; Mich. Admin. Code, R 29.1652). In addition, the Township adopted the 2018 edition of NFPA-1 and its references on 3/13/2018.

Firefighter/Sworn, appointed or elected - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed or elected members of the Oshtemo Fire and Rescue Department.

Health and Safety Officer - Members designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Oshtemo Fire and Rescue Department. The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

Manual - The Oshtemo Fire and Rescue Department Policy Manual.

May - Indicates a permissive, discretionary or conditional action.

Member - Any person employed or appointed by the Oshtemo Fire and Rescue Department, including:

- Full- and part-time employees including paid on-call (POC) firefighters
- Sworn or appointed firefighters
- Civilian employees
- Volunteers i.e. Fire Corps

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

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Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by a firefighter.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, reward or discipline of other department members, directing the work of other members or having the authority to adjust grievances in conjunction with the Township Supervisor / Personnel Director. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

101.5 DISTRIBUTION OF THE POLICY MANUAL

Best Practice

An electronic version of the Policy Manual will be made available to all members on the department network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and General Orders. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

101.6 PERIODIC REVIEW OF THE POLICY MANUAL

Best Practice

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

101.7 REVISIONS TO POLICIES

Best Practice

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

Each Deputy Chief will ensure that members under his/her command are aware of any Policy Manual revision.

All department members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

Oath of Office

102.1 PURPOSE AND SCOPE

State

The purpose of this policy is to ensure that oaths, when appropriate or required, are administered to department members in the correct form and are filed per the requirements of Michigan law (MCL 15.151; MCL 28.602).

102.2 POLICY

State

It is the policy of the Oshtemo Fire and Rescue Department that, when appropriate or required, department members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the Department and the dedication of its members to their duties (MCL 28.602).

102.3 OATH OF OFFICE

State MODIFIED

All sworn, appointed or elected personnel, when appropriate or required, shall take and subscribe to the oath prescribed by law (MCL 15.151).

The form of the oath shall be as follows:

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of and for the Township of Oshtemo, County of Kalamazoo, and State of Michigan, according to the best of my ability." (Const 1963, art 11 § 1).

When a person to be sworn has conscientious scruples against taking an oath, he/she shall be permitted to be affirmed. The words of the affirmation shall be the same as the words of the prescribed oath, except that the word "affirm" shall be substituted for the word "swear."

102.4 MAINTENANCE OF RECORDS

Best Practice MODIFIED

The oath of office shall be administered by and filed with the Township Clerk or other authorized person as prescribed by law and shall be filed in accordance with the established records retention schedule.

Response Time Standards

306.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish turnout, travel and response time goals and objectives for emergency incidents.

306.1.1 DEFINITIONS

Best Practice MODIFIED

Definitions related to this policy include:

Dispatch processing time - The time elapsed between receipt of the alarm or telephone call and the dispatch of emergency response units.

Response time - The time elapsed between the dispatch center receiving the first notification of the alarm and the arrival of the first emergency response unit. Response time combines dispatch processing, turnout and travel times.

Travel time - The time elapsed between the emergency response unit beginning travel (wheels turning) to the emergency and when the emergency response unit arrives (parking brake set).

Turnout time - The time elapsed between Kalamazoo County Consolidated Dispatch Center notifying firefighters of the emergency (when the address and the primary problem have been transmitted) and when the emergency response unit begins to travel (wheels turning).

306.2 POLICY

Best Practice

It is the policy of the Oshtemo Fire and Rescue Department to document all department response times to emergency incidents and establish response time baselines and performance objectives.

306.3 PERFORMANCE OBJECTIVES

Best Practice MODIFIED

Response times should be measured at 90 percent of fractal time and reported against an established department Standards of Cover document, if available.

Performance objectives may include:

- (a) One minute or less for dispatch processing time.
- (b) One minute or less for turnout time for Emergency Medical Services (EMS) incidents.
- (c) One minute 20 seconds or less for turnout time for non-EMS incidents.
- (d) Four minutes or less for the arrival of the first engine company at a fire suppression incident.
- (e) Eight minutes or less for the arrival of a full first-alarm assignment at a fire suppression incident.

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Response Time Standards

- (f) Four minutes or less for the arrival of a unit with first responder or higher-level capability at an emergency medical incident.
- (g) Eight minutes or less for the arrival of an advanced life support (ALS) unit at an emergency medical incident when this service is provided by the Department.

306.4 EVALUATIONS AND MONTHLY REPORT

Best Practice **MODIFIED**

The Department shall periodically evaluate its level of service, deployment delivery and response time objectives. The evaluation shall be based on data relating to level of service, deployment and the achievement of each response time performance objective in the geographic area of the jurisdiction.

Medical Waste Plan

Policy 506

506.1 STATE OF MICHIGAN MANDATE

Agency Content

This policy has been developed to meet Public Health Code (Part 201 General Provisions and Part 209 Emergency Medical Services), as well as the Administrative Rules (R 325.22101 – 325.22217 Life Support Agencies and Medical Control).

506.2 TYPES OF MEDICAL WASTE

Agency Content

As a medical first responder agency, we come in contact with human body fluids. Examples of these are but not limited to:

- Blood
- Urine & feces
- Vomit
- Flesh & muscle
- Body parts

506.3 TRAINING

Agency Content

Through continuing EMS education mandated and approved by the State of Michigan, this department instructs our membership in the proper and safe handling of medical waste products.

506.4 DISPOSAL

Agency Content

All contaminated materials (i.e. blood-soaked gauzes, airways, vomitus...) are kept with the patient and transported by the ALS provider to the hospital. This agency follows the ALS provider's medical waste policy(s).

506.5 REFERENCES

Agency Content

- (a) Michigan Department of Health & Human Services, "Medical Waste Registration – UPDATE"

August 2019. Notification from the Bureau of EMS, Trauma, and Preparedness.

"The Division of EMS and Trauma recently received additional clarification regarding the Medical Waste Registration requirement for life support agencies. Based on this new clarification, the Division of EMS and Trauma will no longer require Medical Waste Registration as part of the life support agency licensing requirements. However, all life support agencies are still required to have a Medical Waste Management Plan in place as part of the licensing requirements."

- (b) Michigan EMS Agency Licensing and Inspection Manual, v 1.3 August 2019. Appendix F.

Paid-on-call minimum participation expectations.

1047.1 PURPOSE

Agency Content

The intent of this SOG is to:

- (a) Define minimum participation levels for Paid-On-Call (POC) personnel.
- (b) Define processes for generating, reporting and tracking participation data.
- (c) Define actions for instances when minimum participation expectations are not met.
- (d) Provide for a temporary leave of absence under certain circumstances.

1047.2 SCOPE

Agency Content

This SOG is applicable for all OFD POC personnel

Department Participation Expectations for POC personnel are measured utilizing paid hours from three key areas over the appropriate period of time:

- (a) Paid hours
- (b) Shift hours

* The term "all-calls" are defined as all non-EMS calls except cardiac arrests. Examples include Structure Fires, Car Fires, Motor Vehicle Accidents, Wildland Fires, etc.)

All POC members are expected to meet the minimum accumulation of hours identified above. Any member that does not meet the minimum expectations over the respective timeframe will be subject to a progressive discipline process, as outlined in this SOG.

1047.3 PARTICIPATION EXPECTATIONS

Agency Content

Participation measures are analyzed on a periodic basis for compliance:

- (a) Quarterly for POC personnel who have achieved at least the rank of Firefighter
- (b) Monthly for POC trainees and for those that have just received a strike

All POC personnel at the rank of Firefighter and above are expected to accumulate 75 hours on a quarterly basis.

All POC personnel at the rank of Trainee are expected to accumulate 10 hours per month.

Over the applicable period measured, each POC member must meet participation expectations or the member will receive a 'strike.'

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1047.4 DATA GENERATION

Agency Content

- (a) All Call Response and Points data will be:
 - (a) Tracked using the Emergency Reporting (ER) software (or equivalent)
 - (b) Generated on a monthly basis and reported to the respective POC member
 - (c) Reviewed for compliance on a monthly or quarterly basis by the administration or by a suitable delegate
- (b) Applicable paid hours will be extracted and accumulated from ER for:
 - (a) Paid Hours
 - (b) Shift Hours

1047.5 GENERAL PARTICIPATION EXPECTATIONS AND CONSEQUENCES

Agency Content

- (a) Any member that does not meet the paid hour's expectation over the respective timeframe will be subject to a progressive discipline process as follows:
 - (a) Any member who does not achieve the applicable hours will be noted as non-compliant and will receive a First Strike.
 - (b) Non-compliant members will have further participation data measured and analyzed according to the following:
 - (a) Trainees:
 - (a) If the member is non-compliant for the next month following a month of non-compliance, this will be considered a Second Strike.
 - (b) If the member is also non-compliant for the 2nd month after the initial strike, this will be considered a Third Strike.
 - (b) Firefighters/DO's/Officers:
 - (a) If the non-compliant member is compliant during the next quarter, their data measurement will continue on a quarterly basis
 - (a) Any further non-compliant quarter within a rolling 4-quarter (12 months) period will receive a Second Strike.
 - (b) An additional (3rd) non-compliant quarter within a rolling 4-quarter (12 months) period will receive a Third Strike.
- (b) Any member who does meet the applicable hours expectation will remain in good standing reference to participation.
- (c) Progressive Discipline/Strikes are as follows:
 - (a) First Strike: A letter will be sent to the member with a copy placed in their Township personnel file.

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- (b) Second Strike: Same as first strike plus the member must meet with a representative of the command staff (or their delegate) to have a discussion about OFD commitment, their non-compliance and to formulate a corrective action plan.
- (c) Third Strike: A third strike will be considered a voluntary resignation; letter sent to the member, copy placed in the Township personnel file.

Memo



To: Oshtemo Charter Township Board
From: Julie Johnston, AICP
Planning Consultant
Date: December 5, 2019
Mtg Date: December 10, 2019
Subject: Draft Village Theme Development Plan Discussion

OBJECTIVE

Discussion on the draft Village Theme Development Plan, which has been forwarded by the Planning Commission to the Township Board with a recommendation of approval.

BACKGROUND

Prior to the construction of the interstate highways that border Oshtemo, 9th Street and Stadium Drive served as the major access roads for the Township. A historic village developed at the junction of these roads and was often referred to as the Oshtemo Village, although it never incorporated as such. In 2004, the Downtown Development Authority (DDA) was established in this area with boundaries that incorporated the historic village.

In 2006, the Township approved the Village Theme Development Plan, which provided a vision for the DDA district. The essential goal of the Plan was to recreate the aesthetics of an historic village, which was lost overtime as redevelopment occurred in this area.

The Village Form-Based Code Overlay, developed and approved in 2008, was a result of the Village Theme Development Plan. This ordinance regulates new development within the Village area, requiring traditional urban design standards like build-to lines close to the road right-of-way, opacity of building facades, no parking in the front yards, two story building heights, etc.

In 2016, the DDA began to become concerned with the lack of new construction within the Village. Development seemed to be occurring in earnest in other areas of the Township, but not within the 9th Street and Stadium Drive area. Discussions related to the Village Form-Based Code Overlay and its possible impact on new development was outlined as a primary concern.

Prior to requesting the Township consider any possible changes to the Form-Based Code, the DDA felt that a review of the 2006 Plan was needed. Public input was garnered as part of the creation of the 2006 Plan and the DDA wanted the public, property owners, business owners, etc. from within the Village, as well as throughout Oshtemo Township, the opportunity to weigh in on any possible changes to the Plan.

A request was presented to the Township Board in late 2016 to complete this project and Wade Trim, a planning consulting firm, was hired to assist with the review and possible updates of the 2006 Plan. In addition, a subcommittee of four members from the DDA and Planning Commission was formed in early 2017 to help guide the public input process, review the draft plans, and make recommendations on possible changes.

The Plan review process was designed to consider and accomplish the following:

1. Gather citizen and stakeholder opinions to confirm the preferred vision for the village and evaluate the effectiveness of the Plan.
2. Investigate the perception that development within the village has been limited, in comparison to development elsewhere in the Township and region, since the original adoption of the Plan.
3. Review changing conditions that may impact development within the village, such as economic trends, demographic/lifestyle preferences, traffic/recent road improvements, and pedestrian connectivity efforts.
4. Recognizing that the local road network is under the jurisdiction of the County, consider the impact that County street design policies have on the existing and planned character of development within the village.
5. Evaluate and outline necessary changes to currently adopted zoning regulations to ensure that such regulations facilitate development which contributes to the desired mixed-use character of the village.

Public input was garnered throughout the review and development of the draft Update. Stakeholder interviews were held in May of 2017. Some of these were one-on-one interview sessions and some were in small groups. The stakeholders represented varying interests, including citizens, township leaders, property owners, business owners, and real estate/development community representatives. The interviews were designed to gather input on the effectiveness of the 2006 Village Theme Development Plan and Village Form-Based Codes.

Two workshops were also held. The first occurred in June of 2017, which was focused on visioning exercises for the Village area. Participants were asked the following questions:

1. Whether the vision from the Village Theme Development Plan continues to reflect local values, desires and needs.

2. Whether the Form Based Code for Oshtemo Village, which was adopted after the Plan, has been successful and results in quality development.
3. Whether changes to the Village Theme Development Plan are needed.
4. Whether changes to the Form Based Code/zoning requirements are needed.

The second workshop was in October of 2017 and provided a series of development/redevelopment scenarios for the Village area, asking participants to evaluate the merits of each scenario. In addition, development principles were reviewed, to see if the Village design guidelines were still considered applicable to the area today. The intent was to get a sense of the design and development aesthetic desired in the Village area.

At the conclusion of the public process in October of 2017, the draft of the Village Theme Development Plan was completed. In order to ensure the Planning Commission and Township Board were up to date on the direction of the draft Plan, it was presented at a joint Board meeting in February of 2018.

At that meeting, there was some concern related to lessening the requirements to construct buildings immediately adjacent to the street right-of-way and allowing parking within the front yard. This change in the Plan, which would and ultimately inform changes to the Form-Based Code, could alter the desired appearance of the Village area by permitting some distance between the buildings and the street right-of-way. As is often seen in traditional downtowns, buildings are constructed immediately adjacent to the sidewalk, which is part of the road right-of-way.

At the conclusion of the joint meeting, it was decided that the Village Theme Development Plan should be included in the Planning Commission's work plan. It was determined that the subcommittee had taken the Plan as far as it could, and it was time for the Commission to complete their review. Due to work loads and other ongoing projects, the draft Plan had not been included on the Commissions agenda for some time. However, in July of this year, the DDA requested the Planning Commission review the Plan, make any possible changes/additions needed, and forward to the Township Board for consideration of approval.

The Planning Commission began their review at the September 12th regular meeting. Discussion was held about the impacts of allowing the Form-Based Code to ultimately be altered if the Village Theme Development Plan was adopted. At the conclusion of the meeting, additional information was requested on the effect of the possible zoning changes recommended by the draft Village Theme Development Plan. This information was provided at their September 26th meeting.

In addition, a request was made related to the two new projects that have developed within the Form-Based Code Overlay area – the residential memory care center on Stadium Drive and the veterinary hospital on Parkview Avenue. Specifically, they were interested in the number and type of deviations from the Form-Based Code that were provided as part of site plan approval. This information was provided for Planning Commission review.

Final changes to the draft Village Theme Development Plan based on Planning Commission input was presented at their October 10th meeting, as follows:

- The acknowledgements page was updated.
- Information from the *GO! Green Oshtemo Plan* was included on page 18.
- The DDA streetscape plan information was updated on page 19.
- The zoning amendment recommendations were added to page 49.

After a review of these amendments, the Planning Commission felt the goals and objectives of the draft Plan were needed to encourage new economic growth in the Village area. They voted to set the Plan public hearing, which was held on October 24, 2019. At the conclusion of the public hearing, the Planning Commission motioned to forward the draft Village Theme Development Plan to the Township Board for approval. The motion was approved unanimously.

INFORMATION PROVIDED

The draft Village Theme Development Plan can be found as part of the digital Township Board agenda packet at the following link:

<https://www.oshtemo.org/wp-content/uploads/2019/12/Village-Theme-Development.pdf>

The 2006 Village Theme Development Plan can be found on the Oshtemo Township Planning Department webpage or at the following link:

<https://www.oshtemo.org/wp-content/uploads/2017/10/Village-Theme-Development-Plan.pdf>

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING
CONDUCTED OCTOBER 24, 2019.

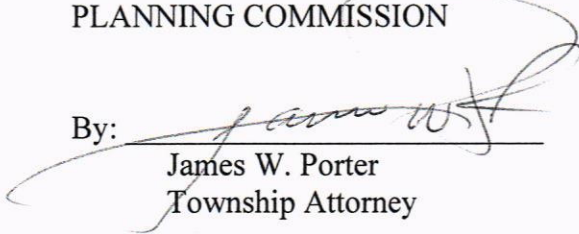
The Oshtemo Charter Township Planning Commission hereby recommends ADOPTION of the updated Village Theme Development Plan based on the following:

The Village Form-Based Code was implemented pursuant to the Village Development Plan originally adopted in 2006. At the request of the Oshtemo Charter Township Downtown Development Authority, the Planning Commission, after input from the property owners, business owners and the public, and after a public hearing regarding the Plan, unanimously recommends the adoption of the Village Theme Development Plan 2019 Update.

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: October 24, 2019

By:



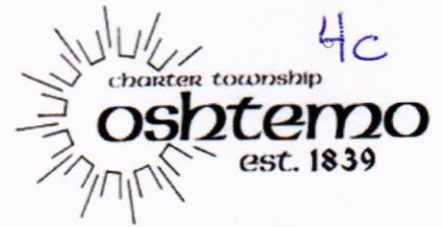
James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION



Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: 2020 Municipal Insurance Coverage Proposal

Objective

Oshtemo Township Board consideration of 2020 municipal insurance.

Background

The Township is in receipt of a Michigan Municipal Insurance Coverage Proposal from The Hartleb Agency for insurance coverage for property, liability, workers comp, and vehicle coverage for the 2020 calendar year.

The contract with the Hartleb Agency follows internal staff review of property, vehicle, and liability listings and limits. The recommendation is to remain with the Hartleb Agency in 2020.

The premium for 2020 property, liability, and vehicle coverage totals \$87,570, and reflects slightly less than 8% increase over 2019.

The premium will be expensed as follows:

- General Fund \$43,924.65
- Fire Department \$43,645.35

The 2020 Township Budget includes itemization for this cost. Please contact the Supervisor if you have any questions about this coverage or to schedule a meeting with our Agent.



Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: 2020 Board and Committee Appointments

Objective

Board consideration of Board Appointments for 2020.

Background

Annually the Board votes to appoint members to numerous boards both within and outside the Township. The list of recommended new appointments (bolded names) are included in the following pages.

Any openings are noted as “Vacancy” in bold within the board or committee. Outreach to fill those positions is ongoing. Ad hoc committees no longer needed are removed from the list, such as the 2019 GEEOC. One additional change recommended for 2020 is to remove the Human Resources Work Group from the list, with the intention to take HR policy more directly to the Township Board. The Supervisor received feedback that some Board members wished to participate in the HR policy development and this direction will provide for more Board level discussion. Please note the HR Board Group remains, to continue role of individual personnel discussion if/as needed.

TITLE	Members	Dates	Term/End Date
Board of Review	Fred Gould	March, July, & December	12.31.2020
Two Year Term, Start Jan 1, Odd Years	Kitty Gelling		12.31.2020
	Neil Sikora		12.31.2020
	Kim Bourner (1st Alternate)		12.31.2020
	Fred Antosz (2nd Alternate)		12.31.2020
	Libby Heiny-Cogswell		
	Kristine Biddle (Staff)		
CCTA (Public Transit)	Dusty Farmer		
Corridor Improvement Authority (SoDA)	Galen Rike (Resident)	June & December, noon	12.31.2023
5 to 9 members	Vacancy (Resident)		12.31.2023
Majority with ownership or bus int	Joe Gesmundo, AVB (Developer)		12.31.2020
At least 1 resident (w/in 1/2 mile)	Christine Tooman Morse (County Rep)	(appointed by County per agreemnt)	12.31.2020
Four year term staggered terms	Corey Ashley, Grp. Mktg. Cvc., (Business Rep)		12.31.2021
	Kelly Bringman, Nottingham Apts. (Mgr)		12.31.2021
	Dennis Patzer, At Large (School Admin)		12.31.2022
	Theresa Spurr, (Spurr Dental)		12.31.2022
	Libby Heiny-Cogswell (TB Liason)		
	Iris Lubbert (Staff)		
Dangerous Building Hearing Officer	Vacant	Supervisor appointment	
DDA (10 Members in 2020)	Jack Siegel (Interest)	3rd Thurs, every other	12.31.2021
9-13 Members	Bruce Betzler (At Large)	month, starting Jan, noon	12.31.2021
Majority with ownership or bus int	Grant Taylor (At Large)		12.31.2021
At least 1 resident (w/in 1/2 mile)	Dick Skalski (At Large)		12.31.2020
Four year term staggered terms	Mike Lutke (Interest)		12.31.2020
	Themi Corakis (Interest)		12.31.2023
	Rich McDonald (Interest)		12.31.2023
	Ryan Wieber (KPL Rep; At Large)		12.31.2022
	Bill Cekola (Interest)		12.31.2022
	Libby Heiny-Cogswell (Twp Supervisor)		
	Iris Lubbert (Staff)		
Environmental Board	Chad Hughson	As needed	12.31.2020
Three Year Terms	Druba Bhattari		12.31.2022
	Neil Sikora		12.31.2021

TITLE	Members	Dates	Term/End Date
Oshtemo Election Commission	Dusty Farmer		
	Deb Everett	<i>As needed</i>	2.21.2017 to 11.20.2020
	Zak Ford		
Friends of the Parks	David Walsh	<i>Monthly, 2nd Thursday, 1 pm</i>	12.31.2020
<i>Two Year Term</i>	Bruce Dannenhauer		12.31.2021
	Shari Wykrent, Treasurer		12.31.2021
	Vacancy		12.31.2020
	Dennis Patzer		12.31.2021
	Libby Heiny-Cogswell (TB Liason)		12.31.2020
	Deb Everett (TB Liason)		12.31.2020
Records Management	Dusty Farmer, Chair		
	Marc Elliott		
	Libby Heiny-Cogswell		
	Mark Barnes		
	Greg McComb (as needed)		
	Amanda McMillan		
	Deb Everett		
	Aaron St John (Staff)		
	Karen High (Staff, as needed)		
Joint Boards Meetings	Township Board	<i>3rd Tuesday, 6 pm</i>	
	Zoning Board of Appeals		
	DDA & SoDA		
	Friends of the Parks		
	Iris Lubbert (Staff)		
SMBA (Southwest Michigan Building Authority)	Grant Taylor		
	Dusty Farmer		
KATS Policy (Kalamazoo Area Transportation Study (2 votes)	Libby Heiny-Cogswell (Primary)	<i>Monthly, 4th Wed, 9 am</i>	
	Dusty Farmer (Alternate)		
KATS Technical (2 votes)	Ben Clark (Staff)	<i>Monthly, 2nd Thursday, 9 am</i>	
	Marc Elliott, (Staff)		
Kalamazoo Regional Water & Wastewater Commission	Libby Heiny-Cogswell, Regional Chair		
	Grant (Alternate)		
	Jim Porter (Staff)		

TITLE	Members	Dates	Term/End Date	
Planning Commission	Mary Smith	2nd & 4th Thursday, 6 pm	12.31.2020	2nd term
Three Year Term	Micki Maxwell	(& any special meetings)	12.31.2020	1st term
	Bruce Vanderweele		12.31.2021	2nd term
	Ron Commissaris		12.31.2021	1st term
	Anna Versalle (Partial Term)		12.31.2022	1st term
	Chetan Vyas		12.31.2022	1st term
	Dusty Farmer (TB Liason)			
	Iris Lubbert (Staff)			
	Jim Porter (Staff Attorney)			
Public Media Network	Lisa Godfrey (Citizen Rep)			
	Grant Taylor (Board Rep)			
Township Board	Libby Heiny-Cogswell (Supervisor)			
	Dusty Farmer (Clerk)			
	Grant Taylor (Treasurer)			
	Deb Everett, Trustee			
	Cheri Bell, Trustee			
	Zak Ford, Trustee			
	Ken Hudok, Trustee			
	Jim Porter (Staff Attorney)			
	Marc Elliott, Public Utilities Dir.			
Zoning Board of Appeals	Neil Sikora	4th Tues, 3 pm		
Three Year Terms	Fred Antosz		12.31.2022	1st Term
	Anita Smith (Partial Term)		12.31.2020	
	Fred Gould (1st Alternate)		12.31.2019	
	Ollie Chambers (2nd Alternate, Partial Term)		12.31.2021	
	Micki Maxwell (PC Liason)			
	Cheri (TB Liason)			
	Iris Lubbert (Staff)			
	Jim Porter (Attorney)			
KCCDA (911 Consolidated Dispatch)	Mark Barnes	Board (Rep from County Fire Chiefs)		

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Board & Committee	Libby Heiny-Cogswell	<i>As needed</i>	
Appointments	Grant Taylor		
	Dusty Farmer		
Buildings and Grounds	Libby Heiny-Cogswell	<i>Quarterly @ 8:00 a.m.</i>	
	Grant Taylor		
	Rick Everett (Staff)		
	Carl Benson (Resident)		
Capital Improvement (CIC)	Zak Ford	<i>Quarterly, Jan, Apr, July, Oct</i>	
	Grant Taylor	<i>3rd Tues. @ 1pm</i>	
	Libby Heiny-Cogswell		
	Tim Mallett (Resident)		
	Dick Hertzell (Resident)		
	Bernie Mein		
	Colten Hutson (Staff)		
	Marc Elliott (Staff)		
Central County Transit Authority (CCTA)	Dusty Farmer	<i>2nd Monday @ 11:30am</i>	
"Listening Post" (Co-Hosts COG & Chamber of Commerce)	Dusty Farmer (Primary)	<i>Bi-monthly</i>	
	Open to Entire Board	<i>4th Friday, 8am - 9am</i>	
Kalamazoo Brownfield Authority	Iris Lubbert (Staff)	<i>4th Thursday of each Month @ 4:00pm</i>	
Kalamazoo County Transit Authority	Dusty Farmer, Attendee	<i>2nd & 4th Monday, 5:30 p.m.</i>	
HR (Human Resources)	Dusty Farmer	<i>As Needed</i>	
Board Group	Libby Heiny-Cogswell		
	Deb Everett		
	Ed Hellwege (HR Specialist)		
Metro Transit (City)/ and Local Advisory Committee (LAC)	Dusty Farmer	<i>3rd Wed, bi-monthly, 2:30 pm</i>	
		<i>Jan, Mar, May, Ju, Se, Nov</i>	
Parks	Deb Everett	<i>3rd Thursday @ 7:30 a.m.</i>	
	Libby Heiny-Cogswell		
	Cheri Bell		
	Vacancy (Resident)		
	Paul Sotherland (At Large)		
	Karen High (Staff)		

*Bold Font Indicates Proposed Changes. Others are Continuing

TITLE	Members	Dates	Term/End Dat
Police	Libby Heiny-Cogswell	<i>Quarterly as needed</i>	
	Deb Everett		
	Zak Ford		
	Mark Barnes (Staff Fire Chief)		
	Jack Shepperly (Staff Police Specialist)		
	Jim Sterenberg (Resident)		
	Malcolm Blair (Resident)		
	Jim Taylor (Resident)		
	Nick Pollich (MSP-Primary, Resident)		
	Ed Hellwege (Staff HR)		
	Jim Porter (Staff Attorney)		
Safety	Mark Barnes (Staff)	<i>As needed</i>	
	Kristine Biddle (Staff)		
	Rick Everett (Staff)		
	Linda Ignasiak (Staff)		
Wellhead Protection Team	Iris Lubbert/Colten Hutson (Staff)	<i>Quarterly (approx)</i>	

December 5th, 2019



Mtg Date: December 10th, 2019
To: Township Board
From: Ben Clark, Zoning Administrator
Subject: Lot division in the Frie & Gibbs Plat

REQUESTED ACTION

Ralph & Roberta Gotham, of 4390 South 5th Street, own a seven acre lot in the Frie & Gibbs plat at the southeast corner of the intersection of South 5th Street and Gibbs Avenue. Identified in the attached map as lots four and five in the original plat plan, the two properties were at some point in the past combined, and a smaller lot, which now accommodates a single-family home at 8375 Gibbs Avenue, was split off from the northeast portion and another lot to the south was similarly established as 4585 South 5th Street. The Gothams have approached the Township, requesting approval to re-establish the original property line between the now extinct lots four and five, and then to further divide the northern portion into two lots. Furthermore, Timothy Welsh, the owner of 8375 Gibbs Avenue, plans to purchase a portion of the Gotham property and append it to his lot. These changes are illustrated on the attached survey.

BACKGROUND

Being located within an established plat, such divisions are possible, but Township Board approval is necessary. Per *section 290.010—Lot or Building Site Division* of the Oshtemo Township General Ordinance, “[a]ny partition, division or re-description that does result in a net increase in lots or building sites of not more than four parts, must be approved by the Township Board.” The request before the Board will result in two new lots in the plat, which when considered with the previous division that created 4585 South 5th Street, means a net increase of three properties to the original subdivision—still within the allowances of section 290.010.

Township staff have reviewed the proposed land division and associated transfer of property to Mr. Welsh, and can confirm that the dimensions for Parcels A, B, and C, as illustrated on the attached survey, meet all relevant standards of the Township Zoning Ordinance; zoned Rural Residential, such properties require—and will have—at least 200 feet of road frontage and shall not have less than 1.5 acres in area. Additionally, Mr. Welsh’s lot, which is currently considered legal non-conforming with regards to frontage and size, will be brought closer to zoning compliance with the planned land acquisition from the Gothams.

Township staff have been presented with the necessary paperwork to proceed with the Gotham land division and redescription of the Welsh property. It should also be noted that the Township does plan to extend sanitary sewer into this neighborhood next year, and Planning Department Staff have

notified the Director of Public Works of this proposed land reconfiguration so that the necessary sewer hookups can be added at the time of main line installation.

RECOMMENDATION

Having reviewed the requested land division and associated redescription for zoning compliance, Planning Department staff have no concerns with the proposed action, and all applicable standards have been met. Board of Trustees approval of this action is recommended. If the Board is inclined to grant such, the remainder of the process will be completed administratively, as with any similar land division taking place outside of a plat.

Thank you for your consideration,

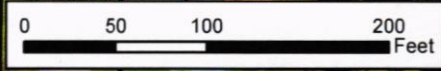


Ben Clark, Zoning Administrator

Attachments:

Map
Survey

-  Current Subject Property
-  Other Property Line
-  Original Lot Configuration
-  Township Boundary
-  Public Right-of-Way



Lot 4

Lot 5

S 5TH ST

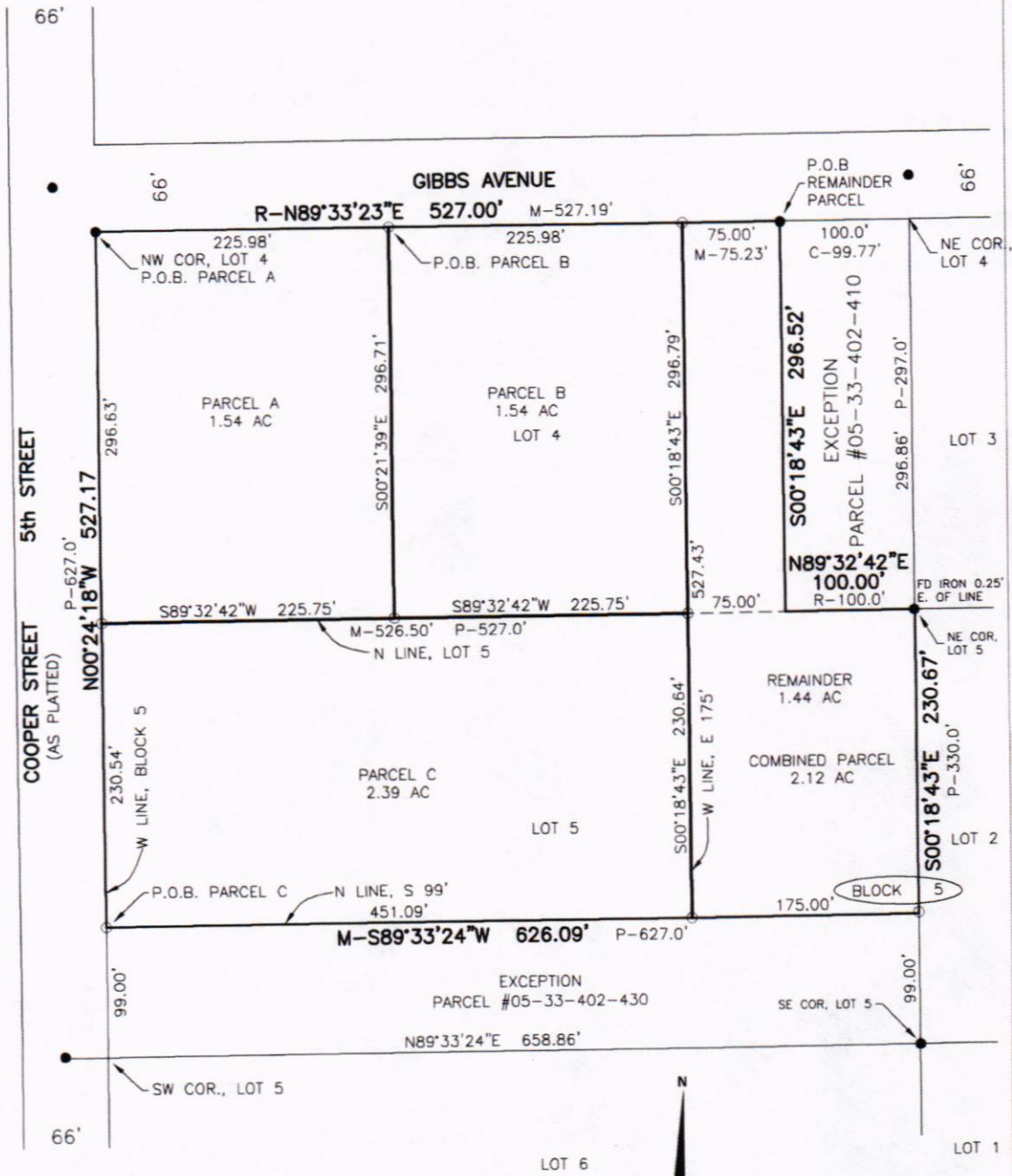
GIBBS AVE

8375 GIBBS AVENUE

4585 SOUTH 5TH STREET

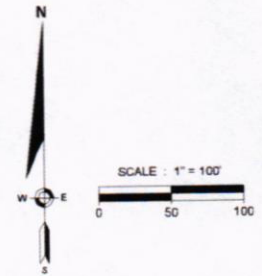
SURVEY CERTIFICATE & LAND DIVISION MAP

PART OF LOTS 4 AND 5, BLOCK 5, PLAT OF FRIE & GIBBS,
BEING A PART PART OF SECTION 33, TOWN 2 SOUTH, RANGE
12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN



- LEGEND**
- = SET IRON ROD
 - = FD IRON ROD
 - = FD MONUMENT
 - P = PLATTED DIMENSION
 - R = RECORDED DIMENSION
 - M = MEASURED DIMENSION
 - PS = PREVIOUS SURVEY
 - C = CALCULATED DIMENSION

NOTE: MICHIGAN LAW REQUIRES THAT THIS CERTIFIED SURVEY AND DESCRIPTIONS BE RECORDED AT THE REGISTER OF DEEDS OFFICE FOR THIS COUNTY WHEN THIS PARCEL OR PARCELS ARE SOLD OR TITLE IS CONVEYED.



 <p>SOUTHWEST SURVEY & ENGINEERING LLC. PROFESSIONAL LAND SURVEY SERVICES 220 West Michigan Avenue, Paw Paw, MI 49079 Ph. (269)657-6037 Fax (269)657-6139 website: southwestsurvey.com email: mail@southwestsurvey.com</p>	LOCATED IN: LOTS 4 & 5, BLOCK 5, FRIE & GIBBS	
	PREPARED FOR: RALPH GOTHAM 4390 SOUTH 5th STREET	
SCALE: 1" = 100'	JOB NO.: 19-25963	CHECKED BY: _____ DATE: _____
DRAWN BY: j.e.b.		APPROVED BY: _____ DATE: _____
DATE: 11-19-19		SHEET 1 OF 3

SURVEY CERTIFICATE & LAND DIVISION MAP

**PART OF LOTS 4 AND 5, BLOCK 5, PLAT OF FRIE & GIBBS,
BEING A PART PART OF SECTION 33, TOWN 2 SOUTH, RANGE
12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN**

DESCRIPTIONS

PARENT PARCEL, Parcel No. 05-33-402-401

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Lot 4, Block 5 Except the East 100 feet thereof ALSO Lot 5, Block 5 Except the
South 99 feet thereof, all in the Plat of Frie & Gibbs as recorded in Liber 8 of Plats
on page 29, Kalamazoo Public Records.

PARCEL A

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Beginning at the Northwest corner of Lot 4, Block 5, Plat of Frie & Gibbs and running
thence North 89°33'23" East along the North line of said lot, 225.98 feet; thence
South 00°21'39" East 296.71 feet to the South line of said lot; thence South
89°32'42" West along said South line, 225.75 feet to the Southwest corner of said lot;
thence North 00°24'18" West along the West line of said lot, 296.63 feet to beginning,
containing 1.54 acres, according to a survey by Southwest Survey & Engineering LLC,
job number 19-25963.

PARCEL B

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Commencing at the Northwest corner of Lot 4, Block 5, Plat of Frie & Gibbs and
running thence North 89°33'23" East along the North line of said lot, 225.98 feet to
the Point of Beginning of the land herein described; thence continuing North 89°33'23"
East along the North line of said lot, 225.98 feet to the West line of the East 175.00
feet of said lot; thence South 00°18'43" East along said West line, 296.79 feet to the
South line of said lot; thence South 89°32'42" West along said South line, 225.75 feet;
thence North 00°21'39" West 296.71 feet to beginning, containing 1.54 acres, according
to a survey by Southwest Survey & Engineering LLC, job number 19-25963.


PARCEL C

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Commencing at the Southwest corner of Lot 5, Block 5, Plat of Frie & Gibbs and
running thence North 00°24'18" West along the West line of said lot, 99.00 feet for
the Point of Beginning of the land heretain described; thence continuing North 00°24'18"
West along said West line, 230.54 feet to the Northwest corner of said lot; thence
North 89°32'42" East along the North line of said lot, 526.75 feet to the West line of
the East 175.00 feet of said lot; thence South 00°18'43" East along said West line,
230.64 feet to the North line of the South 99.00 feet of said lot; thence South
89°33'24" West along said North line, 451.09 feet to beginning, containing 2.39 acres,
according to a survey by Southwest Survey & Engineering LLC, job number 19-25963.

DESCRIPTIONS CONTINUED ON SHEET 3 OF 3

- LEGEND**
 ○ = SET IRON ROD
 ● = FD IRON ROD
 ■ = FD MONUMENT
 P = PLATTED DIMENSION
 R = RECORDED DIMENSION
 M = MEASURED DIMENSION
 PS = PREVIOUS SURVEY
 C = CALCULATED DIMENSION

NOTE: MICHIGAN LAW REQUIRES THAT THIS CERTIFIED
SURVEY AND DESCRIPTIONS BE RECORDED AT THE
REGISTER OF DEEDS OFFICE FOR THIS COUNTY WHEN THIS
PARCEL OR PARCELS ARE SOLD OR TITLE IS CONVEYED.

 SOUTHWEST SURVEY & ENGINEERING LLC. PROFESSIONAL LAND SURVEY SERVICES 220 West Michigan Avenue, Paw Paw, MI 49079 Ph. (269)657-6037 Fax (269)657-6139 website: southwestsurvey.com email: mail@southwestsurvey.com	LOCATED IN: LOTS 4 & 5, BLOCK 5, FRIE & GIBBS	
	PREPARED FOR: RALPH GOTHAM 4390 SOUTH 5th STREET	
SCALE: N/A	JOB NO.: 19-25963	CHECKED BY: _____ DATE: _____
DRAWN BY: j.e.b.		APPROVED BY: _____ DATE: _____
DATE: 11-19-19		SHEET 2 OF 3

SURVEY CERTIFICATE & LAND DIVISION MAP

**PART OF LOTS 4 AND 5, BLOCK 5, PLAT OF FRIE & GIBBS,
BEING A PART PART OF SECTION 33, TOWN 2 SOUTH, RANGE
12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN**

DESCRIPTIONS CONTINUED FROM SHEET 2 OF 3

REMAINDER PARCEL

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Commencing at the Northeast corner of Lot 4, Block 5, Plat of Frie & Gibbs and running thence South 89°33'23" West along the North line of said lot, 100.00 feet to the Point of Beginning of the land herein described; thence South 00°18'43" East along the West line of the East 100.00 feet of said lot, 296.52 feet to the South line of said Lot 4; thence North 89°32'42" East along said South line, 100.00 feet to the Northeast corner of Lot 5, Block 5 in said Plat; thence South 00°18'43" East along the East line of said Lot 5, 230.67 feet to the Southeast corner of said lot; thence South 89°33'24" West along the South line of said lot, 175.00 feet; thence North 00°18'43" West along the West line of the East 175.00 feet of Lots 4 and 5 in said Block 5, 527.43 feet to the North line of said Lot 4; thence North 89°33'23" East along said North line, 75.00 feet to beginning, containing 1.44 acres, according to a survey by Southwest Survey & Engineering LLC, job number 19-25963.

PARCEL #05-33-402-410 COMBINED WITH REMAINDER PARCEL

Land situated in Oshtemo Township, Kalamazoo County, Michigan described as:
Beginning at the Northeast corner of Lot 4, Block 5, Plat of Frie & Gibbs and running thence South 89°33'23" West along the North line of said lot, 175.00 feet to a point 451.96 feet Easterly from the Northwest corner of said Lot 4; thence South 00°18'43" East parallel with the East line of said Lot 4, 527.43 feet to the North line of the South 99.00 feet of Lot 5, Block 5, Plat of Frie & Gibbs; thence North 89°33'24" East along said North line, 175.00 feet to the East line of said Lot 5; thence North 00°18'43" West along said East line, 527.53 feet to beginning, containing 2.12 acres, according to a survey by Southwest Survey & Engineering LLC, job number 19-25963.


I, David Gariepy, license number 45498, being a licensed Professional Surveyor, hereby certify to Ralph Gotham that I have surveyed and mapped the parcels hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying. This survey was prepared for the exclusive use of the person, persons, or entity named in the certificate hereon. Said certificate does not extend to any unnamed third person without an express recertification by the surveyor naming said third person.

- LEGEND**
 ○ = SET IRON ROD
 ● = FD IRON ROD
 ■ = FD MONUMENT
 P = PLATTED DIMENSION
 R = RECORDED DIMENSION
 M = MEASURED DIMENSION
 PS = PREVIOUS SURVEY
 C = CALCULATED DIMENSION

NOTE: MICHIGAN LAW REQUIRES THAT THIS CERTIFIED SURVEY AND DESCRIPTIONS BE RECORDED AT THE REGISTER OF DEEDS OFFICE FOR THIS COUNTY WHEN THIS PARCEL OR PARCELS ARE SOLD OR TITLE IS CONVEYED.

11-19-19
DATE

David Gariepy
DAVID G. GARIEPY, P.S.
NO. 45498

 SOUTHWEST SURVEY & ENGINEERING LLC. PROFESSIONAL LAND SURVEY SERVICES 220 West Michigan Avenue, Paw Paw, MI 49079 Ph.(269)657-6037 Fax (269)657-6139 website: southwestsurvey.com email: mail@southwestsurvey.com	LOCATED IN: LOTS 4 & 5, BLOCK 5, FRIE & GIBBS	
	PREPARED FOR: RALPH GOTHAM 4390 SOUTH 5th STREET	
SCALE: N/A	JOB NO.: 19-25963	CHECKED BY: _____ DATE: _____
DRAWN BY: j.e.b.		APPROVED BY: _____ DATE: _____
DATE: 11-19-19		SHEET 3 OF 3



Memorandum

Date: December 6, 2019
To: Oshtemo Charter Township Board
From: Marc Elliott, P.E., Director of Public Works
Subject: Amended 2020 Fees for Public Utilities

Objective:

Board adoption of motion to provide 2020 fee adjustments for public utilities connections.

Discussion:

The Public Works Department annually reviews Oshtemo's public utility connection fees and recommends fee changes to the Board as appropriate. Sewer connection fees were last amended by the Board in December of 2017. Water connection fees were last amended in December 2018. Sewer connections fees were held constant from FY 2018 in consideration of (1) an initial mailing had been distributed that notified property owners of the new two-year mandatory connection requirement (with existing (2018) fee tabulations)¹, and (2) it was anticipated that by March 2019 bonds would be sold through USDA for the planned sewer extensions. The intention of the Board was to revisit sewer connection fees in early 2019, once the actual phase 1 sewer extension construction and financing costs were known.

On October 15, 2019 the Capital Improvements Committee of Oshtemo Township discussed both water and fee changes for 2020. Staff in conjunction with Oshtemo's engineering consultant, Prein&Newhof, presented an evaluation of fee adjustments. Prein&Newhof's recommendations were based upon actual construction costs typical of the bid-costs for municipality utility extensions in the broader Kalamazoo area. Fleis&VandenBrink also participated in this fee review due to their senior role with the USDA sewer project. The adjustments summarized in this memo (per the attached rate analysis of Prein&Newhof) are the recommendations of the Capital Improvements Committee.

Supplemental Info – USDA Sewer Financing

In preparing the application materials required to obtain USDA Rural Development financing, Oshtemo retained the assistance of Municipal Finance Advisors (Bendzinski & Co.), Public Finance Legal Council (Mika Meyers, PLC), and our accounting firm (Siegfried Crandall). Detailed cash flows for the sewer project(s) and a typical single residence cost have been

¹ In anticipation of 2020 construction, phase 1 property owners were noticed on 10/10/2019 (current rates).

prepared. A multi-year operating budget is being refined, based the Township's Sewer CIP, historic sewer fund expenditures.

Understanding the Township's desire to minimize homeowner sewer connection costs, Bendzinski's cash flow analysis is derived from our current rates (as established for 2018), supplemented with an annual general fund contribution of \$250,000, plus a declining user surcharge (debt service contribution). [The user surcharge rate will be set by the Board once the Phase 1 construction/finance costs are known.]

CIC Recommended Rate Adjustments

The Board's Capital Improvements Committee recommends the following rate changes:

For Mandatory Sewer Connections

- as legally noticed for existing (FY 2018), USDA phase 1 (10/10/19), and phase 2 (future).

- No change from FY 2018 (current) sewer rates – *this shall be a special case for current and future (USDA phase 2) mandatory connection notices.*

2020 Sewer Fees (if not otherwise determined by the above projects)

- Revise front foot fee from \$25/ft to \$30/ft.
- Revise lineal foot fee (interior, cross country) from \$71.50/ft to \$90/ft.
- Revise parcel fee (connection) from \$7,000 to \$7,500.

2020 Water Fees

- Revise the front foot fee from \$50/ft to \$55/ft.
- Revise lineal foot fee (interior, cross country) from \$70/ft to \$80/ft.
- Revise the water benefit fee from \$750 per benefit unit to \$800.00 per benefit unit.

Attachments:

1. *Board Motion with attached Amended and Restated Sewer Connection Fees (2020).*
2. *Board Motion with attached Amended and Restated Water Connection Fees (2020).*
3. Rate Analysis by Prein&Newhof

Oshtemo Township Sewer & Water Fees: Front Foot

11-Oct-19

Sanitary Sewer

Based on recent experience and discussions with local contractors the cost of sanitary sewer construction has been increasing. This is due largely to material cost increases and contractors schedules being full. Additionally, the new RCKC specification for road construction has resulted in a road restoration increase of about 30%. A conservative estimate for a plat type street with average depth sewer would be approximately \$230/ft.

		Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200
Project Costs (@ \$230)		\$25,300	\$34,500	\$46,000
Project Revenues (Current Charges)				
Connection Charge	\$7,000	\$7,000	\$7,000	\$7,000
Front Foot Charge	\$25.00	\$2,750	\$3,750	\$5,000
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000
Revenues One Side Road (For each home)		\$11,750	\$12,750	\$14,000
Revenues Both Side Road		\$23,500	\$25,500	\$28,000
Project Surplus w/BU		-\$1,800	-\$9,000	-\$18,000
Project Surplus wo/BU		-\$5,800	-\$13,000	-\$22,000

Project Revenues (Proposed Charges)				
Connection Charge	\$7,500	\$7,500	\$7,500	\$7,500
Front Foot Charge	\$30	\$3,300	\$4,500	\$6,000
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000
Revenues One Side Road		\$12,800	\$14,000	\$15,500
Revenues Both Side Road		\$25,600	\$28,000	\$31,000
Project Surplus w/BU		\$300	-\$6,500	-\$15,000
Project Surplus wo/BU		-\$3,700	-\$10,500	-\$19,000

8.94% Rate Increase

Water

Based on recent experience and discussions with local contractors the cost of water main construction has continued to rise with the increased cost of Ductile Iron and the contractors schedules as indicated with the sewer costs. A conservative estimate for a plat type street with 8-12 inch water main would be approximately \$120/ft. This analysis does not include service leads.

		Project Area With Lot Widths of: 110	Project Area With Lot Widths of: 150	Project Area With Lot Widths of: 200
Project Costs (@ \$120)		\$13,200	\$18,000	\$24,000
Project Revenues (Current Charges)				
Front Foot Charge	\$50.00	\$5,500	\$7,500	\$10,000
Benefit Unit Charge	\$750	\$750	\$750	\$750
Revenues One Side Road (For each home)		\$6,250	\$8,250	\$10,750
Revenues Both Side Road		\$12,500	\$16,500	\$21,500
Project Surplus w/BU		-\$700	-\$1,500	-\$2,500
Project Surplus wo/BU		-\$1,700	-\$2,500	-\$3,500

Project Revenues (Proposed Charges)				
Front Foot Charge	\$55.00	\$6,050	\$8,250	\$11,000
Benefit Unit Charge	\$800	\$800	\$800	\$800
Revenues One Side Road		\$6,850	\$9,050	\$11,800
Revenues Both Side Road		\$13,700	\$18,100	\$23,600
Project Surplus w/BU		\$500	\$100	-\$400
Project Surplus wo/BU		-\$1,100	-\$1,500	-\$2,000

9.6% Rate Increase

Sanitary Sewer

Based on recent experience and discussions with local contractors the cost of sanitary sewer construction has been increasing. This is due largely to material cost increases and contractors schedules being full. . A conservative estimate for a cross country run with average depth sewer would be approximately \$110/ft.

	Project Area With Lot Depths of:		Project Area With Lot Depths of:		Project Area With Lot Depths of:	
	110	150	150	200	200	
Project Costs (@ \$110)	\$12,100	\$16,500	\$16,500	\$22,000	\$22,000	
Project Revenues (Current Charges)						
Connection Charge	\$0	\$0	\$0	\$0	\$0	
Lineal Foot Charge	\$71.50	\$7,865	\$10,725	\$14,300	\$14,300	
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	
Revenues		\$9,865	\$12,725	\$16,300	\$16,300	
Project Surplus w/BU		-\$2,235	-\$3,775	-\$5,700	-\$5,700	
Project Surplus wo/BU		-\$4,235	-\$5,775	-\$7,700	-\$7,700	
Project Revenues (Proposed Charges)						
Connection Charge	\$0	\$0	\$0	\$0	\$0	
Lineal Foot Charge	\$90.00	\$9,900	\$13,500	\$18,000	\$18,000	
Benefit Unit Charge	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	
Revenues		\$11,900	\$15,500	\$20,000	\$20,000	20.63% Rate Increase
Project Surplus w/BU		-\$200	-\$1,000	-\$2,000	-\$2,000	
Project Surplus wo/BU		-\$2,200	-\$3,000	-\$4,000	-\$4,000	

Water

Based on recent experience and discussions with local contractors the cost of water main construction has continued to rise with the increased cost of Ductile Iron and the contractors schedules as indicated with the sewer costs. A conservative estimate for a cross country run with 8-12 inch water main would be approximately \$100/ft. This analysis does not include service leads.

	Project Area With Lot Depths of:		Project Area With Lot Depths of:		Project Area With Lot Depths of:	
	110	150	150	200	200	
Project Costs (@ \$100)	\$11,000	\$15,000	\$15,000	\$20,000	\$20,000	
Project Revenues (Current Charges)						
Lineal Foot Charge	\$70.00	\$7,700	\$10,500	\$14,000	\$14,000	
Benefit Unit Charge (assume 3-likely business)	\$750	\$2,250	\$2,250	\$2,250	\$2,250	
Revenues		\$9,950	\$12,750	\$16,250	\$16,250	
Project Surplus w/BU		-\$1,050	-\$2,250	-\$3,750	-\$3,750	
Project Surplus wo/BU		-\$1,800	-\$4,500	-\$6,000	-\$6,000	
Project Revenues (Proposed Charges)						
Lineal Foot Charge	\$80.00	\$8,800	\$12,000	\$16,000	\$16,000	
Benefit Unit Charge (assume 3-likely business)	\$800	\$2,400	\$2,400	\$2,400	\$2,400	
Revenues		\$11,200	\$14,400	\$18,400	\$18,400	12.6% Rate Increase
Project Surplus w/BU		\$200	-\$600	-\$1,600	-\$1,600	
Project Surplus wo/BU		-\$600	-\$1,400	-\$2,400	-\$2,400	

**CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN**

**MOTION TO APPROVE
AMENDED AND RESTATED SEWER MAIN CONNECTION CHARGES**

December 10, 2019

WHEREAS, the Charter Township of Oshtemo has heretofore adopted the Wastewater Service Ordinance, being Ordinance No. 208, and as thereafter amended, and

WHEREAS, pursuant to Section 7 of said Ordinance, the Township Board is required to establish appropriate charges for sewer main connection and to make changes from time to time to reflect the changes in costs, and

WHEREAS, it is the desire of the Township Board to treat all persons similarly benefitted and similarly situated in an equitable manner with respect to sewer connection charges and to amend and restate the Sewer Main Connection Charges.

NOW, THEREFORE, until further modification by the Township Board, the Sewer Main Connection Charges are hereby amended and restated, and the following fees shall be payable at the time of connection to public sanitary sewer.

Motion made by _____, seconded by _____, to adopt the foregoing Amended and Restated Sewer Main Connection Charges.

Upon roll-call vote, the following voted "Aye":

The following voted "Nay":

The following "Abstained":

The following were absent:

The Supervisor declared the motion carried, and the Sewer Main Connection Charges duly adopted.

DUSTY FARMER, Township Clerk

CERTIFICATE

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, hereby certify that the foregoing Motion to Approve Amended and Restated Sewer Main Connection Charges was adopted by the Township Board of said Charter Township at a regular meeting of said Board held on December 10, 2019, at which meeting a quorum was present, and the Motion was approved and ordered to take effect on January 1, 2020.

DUSTY FARMER, Township Clerk

**CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN**

AMENDED AND RESTATED SEWER MAIN CONNECTION CHARGES

EFFECTIVE: JANUARY 1, 2020

I.

CONNECTION FEE - BENEFIT FEE

1. All property connecting to a public sewer shall pay a fee at time of connection.
2. Charges for connection to public sanitary sewers shall be as follows:

FOR PROPERTIES ABUTTING SEWER MAINS PAID FOR BY THE TOWNSHIP OR BY A PRIVATE DEVELOPER (OUTSIDE APPROVED DEVELOPMENT BOUNDARIES)
 - A. ~~\$25.00~~ **\$30.00** per front foot of sewer in the road right-of-way*.
 - B. ~~\$71.50~~ **\$90.00** per lineal foot of interior sewer main not within a road right-of-way (measured along the center line of main).
 - C. ~~\$7,000~~ **\$7,500** per parcel, or lot, or building site.*
 - D. \$2,000 per benefit unit. (See Section IV).

* Per parcel fee is not applicable for case I.2.B., interior sewer main.

Assessable front foot charges for private single and two-family residential properties with only one residential building thereon shall only be charged for the first 200 feet of assessable frontage. All other commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.

The assessable front foot connection charge shall apply when a property borders the sewer main road right-of-way, and the lineal foot connection charges shall apply when the sewer main is located in the interior of the parcel within a public sanitary sewer easement.

New parcels, lots or building sites which are split from property already connected to the public sewer system shall pay the fees as set forth above, except to the extent the a portion of the new lot, parcel or building site frontage was part of the first 200 feet for which the front foot charge has already been levied and paid.

LOTS, BUILDING SITES, AND PARCELS WITHIN APPROVED DEVELOPMENT BOUNDARIES WHERE THE DEVELOPER PAID FOR THE SEWER INSTALLATION

- A. \$2,000 per benefit unit (See Section IV).
- 3. When an additional lead to the sewer mains is requested to service a property where a lead already exists, the actual cost incurred by the Township in providing said additional lead shall be the responsibility of the requesting party.
- 4. Installment Payment Mortgage Agreements shall not exceed 20 years. Mortgages shall be charged a rate of interest equal to the primate rate plus 1%, not to exceed the maximum rate allowed by law.
- 5. If the property has been part of a special assessment district, the subject property shall be entitled to a credit for one Benefit Fee; only the remaining portions of the front foot charge and parcel, lot or building site fee, if any, shall be due as well as any additional Benefit Unit Charges owed under Section IV, Paragraph 1, in accordance with the Benefit Unit Schedule set forth therein. See Section IV.

Fees for the front foot charge and the parcel, lot or building site charge are limited to \$12,000 for a single-family home. With the addition of the benefit unit fee, the maximum amount is \$14,000 per parcel, lot or building site. It is intended that the benefit unit fee, which is related to anticipated flow volume, helps offset the high cost of trunk line and pumping station construction.

II.

DEVELOPER CONSTRUCTION CONTRACT / SEWER MAIN EXTENSION AGREEMENT

1. A developer may contract with the Township to extend a public sewer main to and through a property subject to the following requirements:
 - A. All costs, including construction, engineering, legal and administrative expenses, shall be paid by the developer.
 - B. The design and construction of the sewer main extension, including all service leads, manholes, pumping stations, roadway borings, topsoil and service restoration shall be in accordance with the current Township standards and approved by the Township Engineer.
 - C. Generally, construction will be undertaken by or under the control of the Township. However, pursuant to Township approval and authorization, sewer construction may be undertaken by the developer, and the following shall also generally apply:
 - (1) All sewer construction must be inspected by the Township Engineer at the developer's full cost. However, pursuant to written Township approval, inspection of sewer construction for the purpose of permit certification may be performed by the developer's engineer of record.
 - (2) Sanitary sewer testing requirements must be witnessed by the Township or its designated representative.
 - (3) The developer must provide full, complete and reliable documentation of sewer construction costs in order to receive full benefit of the cost recovery provisions of paragraph E below.
 - (4) Acceptance of the sewer addition for any use, including sewerage flow, shall require prior approval by the Township Engineer.

- CI. The developer shall furnish the Township a hard copy and digital copy plan and profile set of as-constructed drawings, prepared to scale where one inch (1") equals forty feet (40') horizontal and four feet (4') vertical. Digital copies shall be provided in Autocad (.dwg) or (.dxf) format. **The Township Engineer will collect Global Positioning System (GPS) data for inclusion in the Township's Geographic Information System (GIS).**
 - CII. The Township shall collect from property owners for all properties connecting to the sewer main extension constructed by the developer, other than parcels, lots and building sites within the approved development boundaries, the appropriate fees and charges and, pursuant to a written agreement with the developer, will refund to the developer 80% of the parcel, lot or building site and front foot fees (if any) collected during the ten-year period following completion of construction. The amount of the refund, however, shall in no case exceed the total construction cost for that portion of sewer mains serving properties outside the approved development boundaries.
2. All sewer main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property. All sewer leads shall be extended to the easement or roadway right-of-way line.

III.

USER / DEBT SERVICE FEES

1. Monthly or quarterly use **and/or debt service** charges shall be billed to each customer connected to the public sewer system by the City of Kalamazoo in conjunction with the customer's water bill as metered at the customer's private water supply in accordance with the Sanitary Sewage Disposal Agreement between the Charter Township of Oshtemo and the City of Kalamazoo dated October 8, 1984. **Such charges to be established by resolution of the Township Board.**

IV.

BENEFIT FEE

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer - New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall
Auto Wash (Mechanical - over 10 gallons per car - recycled)	5.00	Per stall or production line including approach and drying area
Auto Wash (Mechanical - over 10 gallons per car - not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities - recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities - trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet

Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom
Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet
Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)		Based on metered sewage flow (see paragraphs 4 and 5 of this Section)
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit
Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule
Multiple-family residence		

Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence - other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities - no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities - with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet
Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet
Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet

School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels
Warehouse and storage	0.2	Per 1,000 square feet

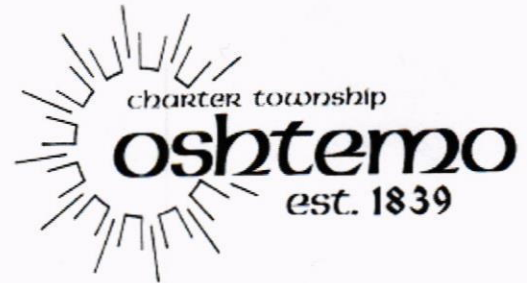
2. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.
3. In no event shall a connected use or activity be charged less than one (1) benefit unit.
4. Connection of property used or proposed to be used for industrial purposed shall be charged a connection charge based upon the sewage treatment demand of the industry, and including the quantity and quality of effluent as determined by the Township Engineer in consultation with the industry and the Supervisor or his or her designee prior to connection to the public sewer. As a guide in the foregoing determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable where unusual pollutants are not involved shall constitute one (1) benefit unit.
5. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
6. All prior resolutions are hereby repealed.

V.

ANNUAL REVIEW

These fees are to be reviewed annually.

Memo



To: Oshtemo Charter Township Board
From: Iris Lubbert, AICP
Planning Director
Date: November 20, 2019
Mtg Date: December 10, 2019
Subject: By-Laws for the Zoning Board of Appeals

OBJECTIVE

Consideration and adoption of by-laws for the Zoning Board of Appeals.

BACKGROUND

At the regular May 28th Zoning Board of Appeals (ZBA) meeting, a request was made for staff to develop a set of by-laws for the ZBA. The Township has Article 69 within the Zoning Ordinance that provides some direction for organizational procedure; however it was agreed that a set of by-laws would help specify certain responsibilities, such as defining officers and their duties, quorum rules, special meeting procedures, conflict of interest procedures, and other aspects of the ZBA's operation. The Zoning Enabling Act permits the ZBA to adopt rules governing their operation. By-laws are not part of the Zoning Ordinance but can be adopted by the ZBA as its rules for operation.

Over the next few months, staff drafted a set of by-laws for the ZBA using the Planning Commission's by-laws as a template. The drafted by-laws were presented and discussed at the ZBA's regular October 22nd meeting and their special November 12th meeting. With requested adjustments made, the ZBA unanimously motioned to forward the drafted by-laws to the Township Board with a recommendation of approval.

INFORMATION PROVIDED

- Drafted By-Laws

**CHARTER TOWNSHIP OF OSHTEMO ZONING BOARD OF APPEALS
BY-LAWS AND RULES OF PROCEDURE**

ARTICLE I: NAME

Sec. 1 The name of the organization shall be the "Charter Township of Oshtemo Zoning Board of Appeals (ZBA)".

ARTICLE II: POWERS AND AUTHORITY

Sec.1 These by-laws and rules of procedure are adopted by the ZBA pursuant to Article 69 of the Township Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

Sec. 2 The ZBA shall perform such legally permissible duties and shall carry out such processes and procedures as may be required by the Township Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, including the following:

- A. To hear and decide on applications for variances from the Township Zoning Ordinance.
- B. To hear and decide on applications of interpretation of the Township Zoning Ordinance.
- C. To hear and decide any appeals from a decision or determination made by any administrative official or body charged with enforcement of the Township Zoning Ordinance.
- D. To hear and decide any other matters required by the Township Zoning Ordinance.

ARTICLE III: MEMBERS

Sec. 1 **MEMBERSHIP COMPOSITION.** The ZBA shall consist of five (5) members appointed by the Charter Township of Oshtemo Board of Trustees. One (1) member of the ZBA must be a representative from the Planning Commission and one (1) member may be a representative from the Board of Trustees. The other three (3) members shall be residents from the Charter Township of Oshtemo. In addition, the Board of Trustees may appoint not more than two (2) alternate members.

Sec. 2 **COMPENSATION.** All appointed members of the ZBA may be compensated at a rate determined by the Township Board of Trustees.

Sec. 3 **RESTRICTIONS.** An alternate member shall only serve on the ZBA if a regular member is absent from or unable to attend a meeting, or during the abstention of a regular member for reasons of conflict of interest. In the case of a conflict, the alternate member shall serve on the case until a final decision has been made. An employee or contractor of the Township may not serve as a member of the ZBA.

Sec. 4 TERMS OF OFFICE. The terms of office of regular and alternate members shall be three (3) years and until a successor has been appointed. Regular and alternate members may serve two full terms. If fulfilling the term of a vacant seat, a regular or alternate member may complete this term and then serve for an additional two consecutive terms.

A successor must be appointed not more than one (1) month after the expiration of the preceding term. Terms shall be arranged such to provide as nearly as possible for the appointment of an equal number of members each year. Members from the Planning Commission and Township Board of Trustees shall have terms limited to their respective other official term or to a lesser period determined by resolution of the Township Board of Trustees.

Sec. 5 VACANCIES. A vacancy on the ZBA occurring other than through the expiration of the term shall be filled for the unexpired term by the Township Board of Trustees.

Sec. 6 VOTING RIGHTS OF ALTERNATE MEMBERS. Alternate members shall only have the right to vote upon those specific matters in which they have been called upon to serve in the absence of a regular member or called upon to serve due to the abstention of a regular member as a result of a conflict of interest. The alternate member shall then continue to hear those cases for which they were called to serve until final disposition of those cases.

ARTICLE IV: OFFICERS

Sec. 1 SELECTION. The ZBA shall elect a Chair and a Vice Chair from amongst the regular members at the first regular meeting of the calendar year. The Township Board of Trustees member may not serve as an officer.

Sec. 2 TERMS OF OFFICE. The terms of the Chair and Vice Chair shall be one (1) year in length or until their successors are elected. The Chair and Vice Chair shall be eligible for re-election at the conclusion of their one-year term.

Sec. 3 DUTIES. The Chair shall preside over all meetings of the ZBA and shall perform the duties prescribed by these by-laws. The Vice Chair shall perform the duties of the Chair in the absence or disability of the Chair.

Sec. 4 ABSENCE OF CHAIR AND VICE CHAIR. If both the Chair and Vice Chair are absent from a meeting, the ZBA members shall vote in a chairperson to perform the necessary duties for that meeting. The Chair and/or Vice Chair shall resume normal duties at the next scheduled ZBA meeting.

Sec. 5 VACANCIES. If a vacancy should occur in any office, the ZBA shall elect another person to fill such vacancy in the same manner and under the same conditions outlined above for the remainder of the term of said office.

ARTICLE V: MEETINGS

Sec. 1 REGULAR MEETING. The ZBA shall meet on the fourth Tuesday of each month, as necessary, at 3:00 pm at the Oshtemo Township Hall. When the regular meeting day falls on a legal holiday,

the ZBA shall select a suitable alternate date. Regular meetings shall be formally established at the last meeting of the ZBA in each calendar year for the following calendar year and notice thereof given pursuant to the Open Meetings Act.

- Sec. 2 SPECIAL MEETINGS. Special meetings may be called by the Chair based on a request by an applicant, who will be responsible for all costs associated with the meeting as outlined in an annual fee schedule adopted by the Township Board of Trustees.

The purpose of the meeting shall be stated in the call. The business of the special meeting shall be held in compliance with the Michigan Open Meetings Act. Public notice of the time, date, and place of the special meeting shall be given in the manner required in the Open Meetings Act. A notice of the special meeting shall be sent to ZBA members not less than one (1) week in advance of the meeting, except that any such meeting at which all regular members of the ZBA are present or have waived notice in writing, shall be a legal meeting for all purposes without notice, subject to the Michigan Open Meetings Act.

- Sec.3 QUORUM. Three (3) members of the ZBA shall constitute a quorum to conduct business. When a quorum is not present, no official action of the ZBA, except for closing of the meeting, may take place. Due to its quasi-judicial nature, the ZBA shall not engage in discussion on any matter during any time in which a quorum is not present to conduct business. All public hearings without a quorum present shall be rescheduled for the next regular or special meeting and no additional public notice shall be required, provided that the date, time, and a place for the rescheduled public hearing is announced at the meeting.

- Sec. 4 ORDER OF BUSINESS. A written agenda for all regular and special meetings shall be prepared and followed. The order of business shall, at a minimum, be:

- Call to Order
- Pledge of Allegiance
- Public Comment on Non-Agenda Items
- Approval of Minutes
- New Business (Public Hearings)
- Any Other Business
- ZBA Member Comments
- Adjournment

- Sec.5 HEARINGS. Hearing shall be scheduled and due notice given in accordance with the provisions of the Michigan Open Meetings Act and the Michigan Zoning Enabling Act under which the public hearing is being held. The absence of the applicant or a representative of the applicant at the scheduled public hearing may result in a postponement of proceedings. The absence of the applicant or a representative at the postponed public hearing shall be treated as the voluntary withdrawal of the application by the applicant. Public hearings conducted by the ZBA shall be run in an orderly and timely fashion, which shall be accomplished by adhering to the following public hearing procedure:

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 - 6) Closing of Public Hearing to public comments.
 - 7) ZBA deliberation.
 - 8) Consideration of action by the ZBA.
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 - 4) The Chair reserves the right to terminate a presentation or ask for a summation if comments become excessively repetitive or stray from the issues at hand;
 - 5) A time limit of four (4) minutes per person shall be placed on public comments;
 - 6) At all times during the public hearing, the Chair expects courtesy from all participants and catcalls, booing, or other outbursts from the public shall not be tolerated; and
 - 7) Decision of the ZBA shall be based upon the appropriate legal standards based upon proper facts and the authority vested in the ZBA by State law and the Township Zoning Ordinance.
- D. **DECLARATON OF CONFLICT OF INTEREST.** Any member must declare a conflict of interest at the beginning of the meeting and shall abstain from participating in the hearing, deliberation, or voting on the item in which there is a conflict. An alternate member shall serve and hear the merits of that specific case until a final determination on the case is made.
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- F. **OPENING OF HEARING TO FLOOR.** The Chair then opens the public hearing to comments from the floor, reminds the public of the rules of conduct, and indicates that once a person has been recognized by the Chair, they are invited to give their name and address and a concise statement of their concerns and/or input. In the event of a large hearing, the Chair may encourage groups in attendance to be represented by a spokesperson. When individual time limits have been imposed, the Chair reserves the right to limit the amount of time allocated to a spokesperson to avoid filibustering. The Chair may elect during the course of public comments to obtain brief answers from the Township staff or from the applicant if such comments may expedite the hearing. The Chair shall accept for the official record any documentation received by the ZBA regarding the matter at hand and shall read and/or summarize these materials.
- G. **CLOSING OF PUBLIC HEARING.** When all public comments have been received the Chair shall close the public hearing. After the public hearing is closed, no further comments shall be received from the public.
- H. **CONSIDERATION OF MATTER BY ZBA.** Once the public hearing has been closed to public comments, the Chair may recognize any ZBA member to discuss and seek additional information from others concerning the matter at hand. ZBA members shall address the Chair when speaking and shall request additional information through the Chair. When discussion on the matter at hand by ZBA members has been completed, they may take one of the following four actions on the matter:
- 1) Approve the request as presented;
 - 2) Approve the request with conditions;
 - 3) Deny the request as presented; or
 - 4) Defer/adjourn the matter to a future meeting.

Motions for approvals or denials and motions to table or adjourn a matter to a future meeting should include reasons for such actions. Motions for tabling or adjournment should also include the date, time, and place at which the matter will be further considered.

Sec.6 **MOTIONS.** Motions shall include the reasons for the approval, denial, or tabling of an application. The name of the maker and who seconded the motion shall be recorded. Motions to table or adjourn a matter to a future meeting shall also include the date, time, and place at which the matter will be further considered. Motions will be restated by the Chair before a vote is taken. Motions should be considerate of the following principles for a dimensional variance, which collectively amount to demonstrating a practical difficulty:

- Special or unique physical conditions and circumstances exist which are peculiar to the property involved and which are not generally applicable to other properties in the same district.
- Strict compliance with the standard would unreasonably prevent the landowner from using the property for a permitted use; or would render conformity to the ordinance unnecessarily burdensome.

- The variance is the minimum necessary to provide substantial justice to the landowner and neighbors.
- The problem is not self-created.

Sec.7 VOTING. An affirmative vote of the majority of the ZBA's regular membership shall be required for the approval, denial, or tabling of any requested action or motion. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any ZBA member or directed by the Chair. All members of the ZBA, including the Chair, shall vote on all matters, but the Chair shall vote last in any roll call vote. Any member may be excused from voting only if that person has a bona fide conflict of interest.

Sec.8 NOTICE OF DECISIONS. A written notice, prepared by Township staff or their designee, containing the decision of the ZBA will be sent to the applicant.

Sec.9 MEETING MINUTES. Minutes shall be prepared by the Recorder of Minutes designated by the ZBA. The Recorder of Minutes may be an employee or contractor of the Township, or a member of the ZBA. If a contractor of the Township, the Recorder of Minutes shall be approved by the Township Board. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of votes; complete statement of the conditions made on any action; and recording of attendance.

Upon receipt of a copy of the tentative minutes, each member of the ZBA shall review the minutes for form and content. ZBA action shall be taken indicating approval of same, with all, if any, corrections. All communications, actions, and resolutions shall be kept in the official file. The official minutes shall be maintained by the Township Clerk upon approval by the ZBA.

ARTICLE VI: ABSENCES, REMOVALS, AND RESIGNATIONS

Sec. 1 ABSENCE. To be excused, ZBA members shall notify the Planning Director, ZBA Chair, or the Township Clerk when they intend to be absent from a meeting. Failure to make this notification will result in an unexcused absence.

Sec. 2 REMOVALS. Members of the ZBA may be removed by a vote of the Township Board of Trustees for nonperformance of duty, misconduct in office, or failure to declare a conflict of interest. For the purposes of this section, nonperformance of duty shall mean two or more consecutive, unexcused absences. Notice of nonperformance of duty, misconduct in office, or failure to declare a conflict of interest shall be brought to the Township Board of Trustees for a hearing by the Township Supervisor.

Sec. 3 RESIGNATION. A member may resign from the ZBA by sending a letter of resignation to the Township Supervisor, Planning Director, or ZBA Chair.

ARTICLE VII: CONFLICT OF INTEREST

Sec. 1 ZBA members shall declare a conflict of interest and abstain from participating in hearings, deliberations, or voting on a request when:

- 1) A relative or immediate family member is involved in any request for which the ZBA is asked to make a decision.
- 2) The ZBA member has a 1 percent business, organizational, or financial interest in the property involved in the request or has a 1 percent business or financial interest in the applicants' company, agency, or association.
- 3) The ZBA member lives within 300 feet of the application to be reviewed.
- 4) The ZBA member is the Planning Commission representative and the matter to be heard is from a previous Planning Commission decision in which the member participated.

ARTICLE VIII: CONFLICTING PROVISIONS

Sec. 1 In the event of a conflict of provisions between these by-laws and the Township Zoning Ordinance, the provisions of the Zoning Ordinance shall prevail.

ARTICLE IX: AMENDMENT OF BY-LAWS

Sec.1 These by-laws may be recommended for amendment at any regular meeting or special meeting of the ZBA by a two-thirds vote. By-law amendments shall be subject to final approval by the Township Board of Trustees.

THESE BY-LAWS WERE RECOMMENDED BY THE CHARTER TOWNSHIP OF OSHTEMO ZONING BOARD OF APPEALS DURING ITS MEETING HELD ON THE 12th DAY OF NOVEMBER 2019.

THESE BY-LAWS WERE DULY ADOPTED BY THE CHARTER TOWNSHIP OF OSHTEMO BOARD OF TRUSTEES DURING ITS MEETING HELD ON THE _____ DAY OF _____, 2019.

OSHTEMO CHARTER TOWNSHIP ZONING BOARD OF APPEALS

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP
ZONING BOARD OF APPEALS RESULTING FROM A PUBLIC HEARING
CONDUCTED NOVEMBER 12, 2019.

The Oshtemo Charter Township Zoning Board of Appeals hereby recommends
APPROVAL of the amendments to its Bylaws

SEE ATTACHMENT

OSHTEMO CHARTER TOWNSHIP
ZONING BOARD OF APPEALS

Date: November 12, 2019

By: 

James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO ZONING BOARD OF APPEALS

**CHARTER TOWNSHIP OF OSHTEMO ZONING BOARD OF APPEALS
BY-LAWS AND RULES OF PROCEDURE**

ARTICLE I: NAME

Sec. 1 The name of the organization shall be the "Charter Township of Oshtemo Zoning Board of Appeals (ZBA)".

ARTICLE II: POWERS AND AUTHORITY

Sec.1 These by-laws and rules of procedure are adopted by the ZBA pursuant to Article 69 of the Township Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

Sec. 2 The ZBA shall perform such legally permissible duties and shall carry out such processes and procedures as may be required by the Township Zoning Ordinance and the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, including the following:

- A. To hear and decide on applications for variances from the Township Zoning Ordinance.
- B. To hear and decide on applications of interpretation of the Township Zoning Ordinance.
- C. To hear and decide any appeals from a decision or determination made by any administrative official or body charged with enforcement of the Township Zoning Ordinance.
- D. To hear and decide any other matters required by the Township Zoning Ordinance.

ARTICLE III: MEMBERS

Sec. 1 MEMBERSHIP COMPOSITION. The ZBA shall consist of five (5) members appointed by the Charter Township of Oshtemo Board of Trustees. One (1) member of the ZBA must be a representative from the Planning Commission and one (1) member may be a representative from the Board of Trustees. The other three (3) members shall be residents from the Charter Township of Oshtemo. In addition, the Board of Trustees may appoint not more than two (2) alternate members.

Sec. 2 COMPENSATION. All appointed members of the ZBA may be compensated at a rate determined by the Township Board of Trustees.

Sec. 3 RESTRICTIONS. An alternate member shall only serve on the ZBA if a regular member is absent from or unable to attend a meeting, or during the abstention of a regular member for reasons of conflict of interest. In the case of a conflict, the alternate member shall serve on the case until a final decision has been made. An employee or contractor of the Township may not serve as a member of the ZBA.

Sec. 4 **TERMS OF OFFICE.** The terms of office of regular and alternate members shall be three (3) years and until a successor has been appointed. Regular and alternate members may serve two full terms. If fulfilling the term of a vacant seat, a regular or alternate member may complete this term and then serve for an additional two consecutive terms.

A successor must be appointed not more than one (1) month after the expiration of the preceding term. Terms shall be arranged such to provide as nearly as possible for the appointment of an equal number of members each year. Members from the Planning Commission and Township Board of Trustees shall have terms limited to their respective other official term or to a lesser period determined by resolution of the Township Board of Trustees.

Sec. 5 **VACANCIES.** A vacancy on the ZBA occurring other than through the expiration of the term shall be filled for the unexpired term by the Township Board of Trustees.

Sec. 6 **VOTING RIGHTS OF ALTERNATE MEMBERS.** Alternate members shall only have the right to vote upon those specific matters in which they have been called upon to serve in the absence of a regular member or called upon to serve due to the abstention of a regular member as a result of a conflict of interest. The alternate member shall then continue to hear those cases for which they were called to serve until final disposition of those cases.

ARTICLE IV: OFFICERS

Sec. 1 **SELECTION.** The ZBA shall elect a Chair and a Vice Chair from amongst the regular members at the first regular meeting of the calendar year. The Township Board of Trustees member may not serve as an officer.

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Sec. 3 **DUTIES.** The Chair shall preside over all meetings of the ZBA and shall perform the duties prescribed by these by-laws. The Vice Chair shall perform the duties of the Chair in the absence or disability of the Chair.

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ARTICLE VIII: CONFLICTING PROVISIONS

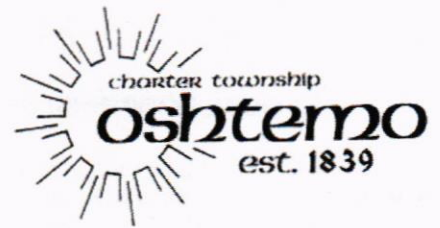
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THESE BY-LAWS WERE RECOMMENDED BY THE CHARTER TOWNSHIP OF OSHTEMO ZONING BOARD OF APPEALS DURING ITS MEETING HELD ON THE 12th DAY OF NOVEMBER 2019.

THESE BY-LAWS WERE DULY ADOPTED BY THE CHARTER TOWNSHIP OF OSHTEMO BOARD OF TRUSTEES DURING ITS MEETING HELD ON THE _____ DAY OF _____, 2019.



Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: PAR Carryover Contract for 2019 Funds

Objective

Board consideration of carryover of 2019 Road Commission PAR funds into 2020.

Background

The Township will implement the USDA sewer Phase I expansion contract in 2020, vs 2019. Per agreement and new policy of the Road Commission, PAR fund local road maintenance dollars were appropriated for the top asphalt course work in 2019. The following agreement shifts those 2019 dollars into the 2020 fiscal year.

Information Provided

Road Commission of Kalamazoo County Local Township Sewer/Water Related Project Carryover Contract

LOCAL TOWNSHIP SEWER/WATER RELATED PROJECT CARRYOVER CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2019, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the cost sharing for a township initiated sewer/water project which will result in certain improvements on county roads within the Township, hereinafter referred to as "Township Sewer/Water Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that coordination is necessary on the county road system within the Township for a Township initiated Sewer/Water project.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, and RCKC Policy it is agreed:

1. The RCKC and Township have coordinated in advance for cost sharing hot mix asphalt (HMA) rehabilitation/reconstruction in coordination with township sewer or water installation projects within the public road right-of-way (ROW). Any RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year's Local Road Participation (PAR) Funds may be used. All other costs associated with the rehabilitation/reconstruction of the roadway for the sewer or water project shall be the responsibility of the Township. The Township will provide any and all requested documentation with the invoicing to the Road Commission for this improvement including, purchasing/bid documentation, proof of acceptable contractor payment, design/construction plans, inspection reports, material testing reports etc. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued. All local road and primary road projects with the township shall have a project estimate from the township and a local road contract approved and signed by both the appropriate township and RCKC official. The RCKC and Township agree that the scope of the work to be performed for the Township Sewer/Water Project(s) identified is based on the Township cost estimates as a maximum amount. The Township, shall administer the Local Township Sewer/Water Related Project Contract. In addition all other Board policies, permitting and guidelines apply. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued for actual costs of the top course of HMA. The Township Sewer/Water project is as follows:

Describe Project here

- Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 11th Street and West Main Street and provide each lot with a sanitary lateral.
- Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with a sanitary lateral.
- Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral.
- Extend approximately 1,280 feet of sanitary sewer and add 8 sanitary manholes to 11 residential units in the Meridian Subdivision Plat and provide each lot with a sanitary lateral.
- Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral.
- Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral.

Work Order #489 112 510001

9. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
10. The Township shall upon reasonable notification make available in their office to representatives of the RCKC all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Township Sewer/Water Related Project **CARRYOVER** Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

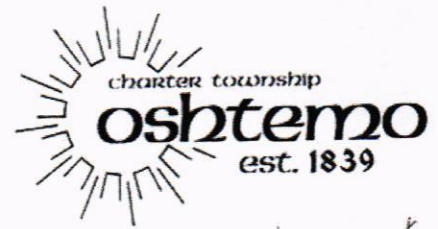
TOWNSHIP OF ????????

By _____
Chairman

By _____
Local Township Official

Date _____

Date _____



Item 4.

Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Josh Owens, Assistant to the Supervisor
Subject: Employee Holiday Bonus Gift Card

Objective

Board consideration of providing \$25 gift cards to thirty-one full time and eight regularly scheduled part time employees, and to amend the budget to accomplish the \$1050 expenditure.

Background

For approximately five years the full-time elected officials provided \$25 gift cards to employees during the holiday season. The cards were appreciated, and the practice should be continued. The full-time officials donated the gifts at their personal expense, \$200+ each year. Given the increased number of employees, the Supervisor requests adding this expense to the Township budget, and therefore asks for Board approval.

Per attorney research, a bonus expenditure is lawful. The exception is that it is not lawful for the elected officials, and this request excludes the elected officials.

BUDGET AMENDMENT REQUEST

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

Date: 12/05/2019

Department Head Name: Heiny-Cogswell

Fund Name: 101 General

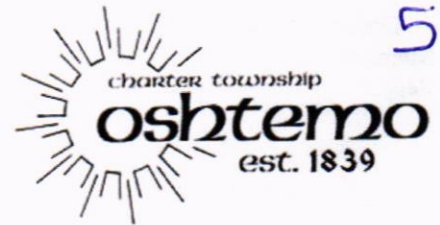
		Amount	
Additional Funds Request for: (description and GL number)	<u>Split between Gen Salary Lines</u>	<u>101-xxx-70200</u>	<u>\$ 525.00</u>
	<u>Fire Salary Lines</u>	<u>206-336-70200</u>	<u>\$ 425.00</u>
	<u>Parks and Building</u>	<u>107-756-70210 249-371-70200</u>	<u>\$ 100.00</u>
Funds requested from: (description and GL number)	<u>The appropriate fund carryover</u>	<u>101, 107, 206, and 249</u>	<u>\$ 1,050.00</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u>\$ 1,050.00</u>

Explanation of request:

New Money. Employee bonus holiday gift.

Supervisor Review: LHC 12/5/2019
(pending or date reviewed)

Board Authorization:
(pending or date authorized)



Memorandum

Date: 6 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Josh Owens, Assistant to the Supervisor
Subject: 2020-2023 Oshtemo Police Protection Contract

Objective

Oshtemo Township Board consideration to authorize Supervisor to enter into formal agreement with Kalamazoo County and the Kalamazoo County Sheriff's Office for the 2020-2023 Police Protection Agreement, as outlined herein, and in an amount not to exceed \$1,067,500, contingent on the Township receiving a Letter of Understanding regarding procedure for the selection of the Lieutenant position.

Background

The Board, Police Committee and staff have worked diligently on developing a long-term police protection contract that is in the best interest of Township residents and provides for Township input in key decision-making. The structure of the contract is like previous agreements regarding contracted staffing, but adds back the Lieutenant position. The difference between this contract and previous contracts is the length, invoicing, and lieutenant position.

In 2019, The Kalamazoo County Sheriff's Office developed a new pricing structure for contracted services by municipalities. The new pricing model is important because previously the Township was charged for services at the highest hourly rate level possible for each deputy regardless of which deputy was on duty. The contract includes an invoicing procedure that requires the County to provide an invoice that clearly states the amount due 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.

In 2018 Oshtemo Township removed the Lieutenant position from Oshtemo. The 2020-2023 contract will bring that position back to the Township while also allowing for the Township to have equal say in the selection of the Lieutenant. Language guaranteeing this is not in the contract, which is why the approval of this agreement is contingent on the Township receiving a Letter of Understanding (LoU) that the Lieutenant's position will be filled through an interview process, the panel of which would be composed of the Sheriff, the Supervisor, and one member from both the Township and the Sheriff's Office. The LoU must also state

that should the Lieutenant leave, any future Lieutenant appointment will follow the same appointment procedure.

The contracts states that Sheriff's Office staffing will be as follows:

- (1) Oshtemo Lieutenant
- (1) Oshtemo Sergeant
- (5) 40 Hours per week (total 200 hours per week) Oshtemo Patrol Deputies
- (1) 40 Hours per week Oshtemo Community Police Officer
- (1) 40 Hours per week Oshtemo Traffic Patrol Deputy

As stated, the police protection special assessment districts (SAD) are to remain at the 2019 SAD rate. For Commercial and Multi-family properties, the rate is 3.8 mils, and for the balance of the Township, largely residential, the rate is .9 mils. The 2020 police contract will be paid with the SAD revenue.

Information Provided

2020-2023 Police Contract

2020 Kalamazoo County Sheriff's Office Fee Schedule

POLICE PROTECTION AGREEMENT

This Agreement is made this ___ day of _____, 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

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

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 twshp 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
--

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

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

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

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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

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
C02 -A Step	\$ 43.92	\$ -	\$ 23.72	\$ 67.64

Oshtemo Township 2019 4th QTR Budget Amendment Request Summary

General

Assessing	\$ 2,500.00
Clerk	\$ 1,400.00
Finance and Legal	\$ 18,000.00
Insurance	\$ 19,500.00
In lieu of insurance and mileage	\$ 1,220.00
Legal Salaries and Library	\$ 1,400.00
Legal Notices for Planning and General	\$ 4,100.00
Tax postage	\$ 1,000.00
Supervisor	\$ 1,500.00
BOR/MTT	\$ 2,333.87

Parks

To cover grant revenues that won't be in until 2020	\$ 60,000.00
Legal Fees	\$ 1,000.00
Salary and Tax	\$ 1,100.00

Fire

Police

Street Lighting

SoDA

BOR/MTT	\$ 1,920.87
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Sewer

Water

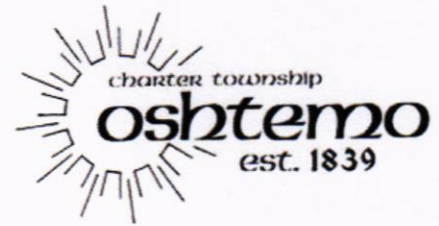
DDA

Debt Millage	\$ 11,225.00
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Total New Expenditure	\$ 128,199.74
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REDUCTIONS IN BUDGET	\$ 9,757,036.42
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NOTE: INDIVIDUAL AMENDMENT REQUESTS ARE FOUND IN SEPARATE PDF FOR THE 12-12-19 PACKET.



Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Oshtemo Charter Township – FY 2020 Budget Amendments

Objective

Township Board consideration of budget amendments to the FY 2020 budget.

Background

The Fiscal Year (FY) 2020 budget was approved on November 8, 2019 and will begin on January 1, 2020. Since the date of the aforesaid approval, two potential agreements, the 2020-2024 Police Protection contract and the hiring of the new IT Coordinator position, require amendments to the current FY 2020 budget. The two amendments and a brief explanation of need are as follows:

1. Increase Police Protection in the amount of \$200,000.
 - a. The 2020-2024 Police Protection contract with Kalamazoo County Sherriff's Office will increase previously anticipated expenditures due to the addition of a lieutenant position in the Township and the Sherriff's Office new pricing model variation.
 - b. This budget amendment will come from Property Tax Levy in the Police Fund.
 - c. This budget amendment is contingent on the approval of the 2020-2024 Police Protection contract.
2. Increase to IT Coordinator salary and benefits in the amount of \$16,240.
 - a. The new IT Coordinator position was discussed during the FY 2020 budget development process as either a full time or part time position. Ultimately, the position was approved in the budget as a .8 full time equivalent (FTE). The Supervisor's office is requesting that the position be adjusted to a 1 FTE.
 - b. This budget amendment is "New Money" being taken from Carryover in the General Fund.

BUDGET AMENDMENT REQUEST

(Requesting to reduction in an expenditure line)

Date: 12/04/2019

Department Head Name: LibbyHC

Fund Name: 207 Police

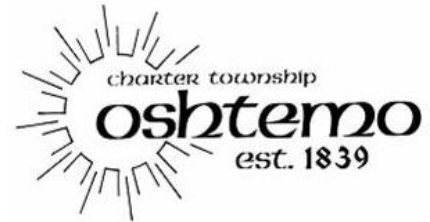
			Amount
Reduction Request for: (description and GL number)	<u>Police Protection - Add Lieutenant</u>	<u>207-310-80200</u>	<u>\$ 200,000.00</u>
			<u>\$ 200,000.00</u>
Revenue reduction for: (If applicable)	<u>Property Tax Levy</u>	<u>207-001-40200</u>	<u>\$ 200,000.00</u>
(description and GL number)			
			<u>\$ 200,000.00</u>

Explanation of request:

Increased police protection contract in 2020, to add the lieutenant position and for new pricing model variation.

Supervisor Review: LibbyHC 12-4-19
(pending or date reviewed)

Board Authorization:
(pending or date authorized)



Memorandum

Date: 12/05/2019

To: Township Board

From: Dusty Farmer, Clerk

Subject: Election Precinct Location Change

Please review and approve the following election precinct location change for the 2020 Election year:

Precinct 5 from West Kalamazoo Christian Church (454 S. Drake Rd.) to Skyridge Church (394 S. Drake Rd.)

This request is for a permanent change to this election precinct location. Voters in this precinct will be notified with a new voter registration card via United States Postal Service mail. We will also post reminders on the Township newsletter, website, Facebook page, and Nextdoor.com.



Memorandum

Date: 5 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Acquisition of Parcels 05-24-355-030 & 05-33-402-275

Objective

Oshtemo Township Board consideration of acquisition of two 'fragment' parcels.

Background

The Township received notice in November from the County that two properties did not sell at a recent auction of foreclosed properties. The properties will revert to the local unit, Oshtemo Township, at the end of December unless the Board takes action to reject them.

The recommendation is to do nothing and acquire the parcel fragments. Following this, the Township will work to combine the parcels with adjacent properties.

Information Provided

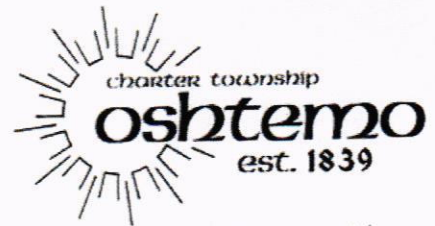
Aerial maps of the 11th Street and the S 6th Street parcels (outlined in bold orange)

OSHTEMO 2018



OSHTEMO 2018





Item 11.

Memorandum

Date: 10 December 2019
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Josh Owens, Assistant to the Supervisor
Subject: Continued Oshtemo Refugee Resettlement Support

Objective

Board consideration of continuing to support the resettlement of refugees in Oshtemo.

Background

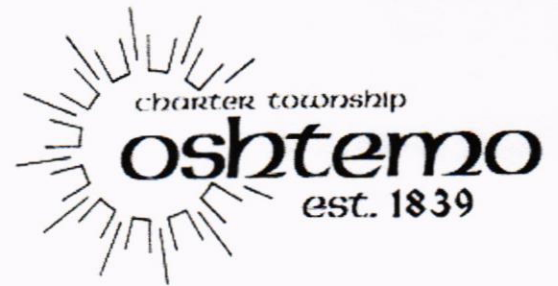
An Oshtemo based local refugee resettlement organization, Bethany Christian Services, reached out to the Township, asking for a letter of support to fulfill requirements of a September 26, 2019 US Presidential Executive Order. The Order requires local municipalities to provide the letter in order to continue welcoming refugees into their communities. Providing the letter ensures Oshtemo will remain welcoming to refugee resettlement.

Each day, an estimated 44,000 people are forcibly displaced from their homes due to violence, persecution, or war. The United Nations Refugee Agency reports that over 68.5 million people are forcibly displaced worldwide, 25.4 million of whom are registered as refugees. More than half of those registered are children. Despite this constantly growing crisis, last year the United States set its lowest resettlement goal of only 30,000 refugees, and to date, has resettled less than 18,000 refugees this fiscal year. Federal Fiscal Year 2019's refugee admissions goal represents the lowest number of refugees the U.S. has resettled in the history of the program. The Executive Order will likely reduce those numbers even further.

West Michigan has a long-standing history of welcoming refugees. Refugees bring value to communities. They play an important role in the West Michigan economy, making communities stronger through their contributions to public life and cultural institutions. Refugees in the Michigan are students, business owners, dedicated employees, customers, elected officials, and community leaders.

Information Provided

Draft Letter of Support and Resolution.



December 10, 2019

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street NW
Washington DC, 20520

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888, *On Enhancing State and Local Involvement in Refugee Resettlement*.

As Supervisor of Oshtemo Charter Township, the Township Board consents to initial refugee resettlement in the Township of Oshtemo. I understand our written consent will be publicly released by the Department of State.

Sincerely,

Libby Heiny-Cogswell
Oshtemo Township Supervisor

CC: Principal Deputy Assistant Secretary Carol T. O'Connell
Bureau of Population, Refugees, and Migration
U.S. Department of State
Gov. Gretchen Whitmer
State of Michigan

7275 W. Main St.
Kalamazoo, MI 49009
(269) 216-5220
(269) 375-7180 Fax
libbyhc@oshtemo.org
www.oshtemo.org

CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

**Resolution Consenting to Continued Resettlement of Refugees
in Oshtemo Charter Township**

December 10, 2019

WHEREAS, the world is currently facing one of the worst humanitarian crises in human history; and,

WHEREAS, by definition, refugees are individuals who have been forced to flee their home country due to persecution based on their race, religion, ethnicity, political opinion, or social group; and,

WHEREAS, resettlement is the last resort for refugees who cannot return to their home country and cannot rebuild their lives where they first fled; and,

WHEREAS, the United States has the most extensive refugee vetting in the world; and,

WHEREAS, Oshtemo Charter Township currently the home of resettled refugees who will likely be joined by family members in the upcoming year; and,

WHEREAS, churches and families have supported the arrival and integration of refugee families for several years; and,

WHEREAS several local businesses depend on refugees to meet labor demands; and

WHEREAS, Oshtemo Charter Township welcomes refugees facing religious, ethnic and political persecution; and, therefore, be it

RESOLVED, That the Township Board of Oshtemo Charter Township affirms the continued resettlement of refugees within Township limits and shall expressly confirm so in writing to the US Department of State, Bureau of Population, Refugees, and Migration upon passing of this resolution.

RESOLVED, That the Township Board of Oshtemo Charter Township urges the Governor of Michigan and to consent to initial refugee resettlement as per the terms of Executive Order 13888.

RESOLVED, that a copy of this resolution will be transmitted to the U. S. Department of State in Washington, D. C. and to the Governor's Office in Lansing, Michigan.

A motion was made by _____, seconded by _____, to adopt the foregoing Resolution.

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

The following voted "Nay":

The following "Abstained":

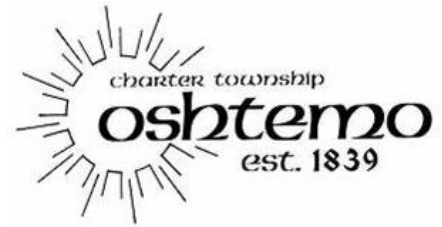
The Supervisor declared that the Resolution has been adopted.

Dusty Farmer, Clerk
Oshtemo Charter Township

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on December 10, 2019, at which meeting _____ members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

Dusty Farmer, Township Clerk



Memorandum

Date: 6 December 2019
To: Township Board
From: Josh Owens, Assistant to Supervisor
Subject: Oshtemo Charter Township – 8th Street Flooding

Objective

Provide the Township Board with information regarding South 8th Street flooding.

Background

In June 2019, the Road Commission of Kalamazoo County (RCKC) closed a section of S. 8th Street from W. KL Avenue to ML Avenue. The closing is due to multiple flooding and rain events in 2018 and 2019 coupled with higher than average water tables throughout Kalamazoo County, which resulted in semi-permanent standing water over a small stretch of the roadway. The flooded roadway is located a few hundred yards north of ML Avenue and covers roughly 150 to 200 linear feet of road. The flooded roadway is located between two ponds which connect underground to South Lake. The ponds and the lake are all at the same level, indicating an area-wide problem and not a stormwater management problem. The depth of the water is currently estimated to be six inches at the center crown of the road.

The current flooded condition makes passage of the road unsafe which is why the RCKC has placed four barricades, two on each side of the flooded area, to prevent drivers from driving through the potentially unstable roadway. When the barricades were first placed drivers were moving them and driving through the flooded area. RCKC has since chained the barricades to each other making it difficult to quickly move out of the way. Driving through the flooded roadway is both a safety and liability risk due to uncertainty of the structural integrity of the road caused by the prolonged standing water and RCKC's inability to inspect the roadway in its current condition.

The closure of S. 8th Street has been an inconvenience to residents living in the S. 8th Street area as well as motorist and emergency vehicles who normally use the route as a quicker path to KL Avenue or Stadium Drive as opposed to using S. 9th Street. On November 25th, 2019, Oshtemo Township staff visited the impacted area alongside two RCKC representatives. The objective of this meeting was to understand the current condition of the flooding and to discuss potential short-term and long-term solutions.

The current condition is that the water has not receded from where it was during the summer months and likely will not recede in the foreseeable future. Pumping the water off the roadway is not an option due to the road's location between two ponds that connect to South Lake which has no outlet. The only potential option for opening the road is to increase the elevation of the roadway by approximately three vertical feet.

Any short-term, temporary solution for opening the roadway was deemed highly unlikely by RCKC representatives. S. 8th Street is just one of several roads in the county that has experienced prolonged flooding. RCKC has done at least one temporary solution by raising the elevation of a road by constructing a single lane gravel pathway, however, said road is lightly used and only allows access to two residences that are trapped between two flooded areas. The hope was to apply a similar solution to S. 8th Street to allow for emergency vehicles to traverse the flooded area when needed. Unfortunately, this solution imposes safety/liability risks to the Township and Road Commission due to the likelihood of non-emergency vehicles using the S. 8th Street as a thoroughfare to KL Avenue and/or Stadium Drive. Since a gravel road lacks the stability of an engineered asphalt or concrete road, frequent use or use at high speeds increase the likelihood of accidents occurring.

Township and RCKC staff agree that the best option is to immediately focus on a long-term solution for S. 8th Street. The long-term solution is to raise the road by up to three vertical feet. The construction may require pilings or retaining walls on each side of the road and infilling to build the road up to the recommend height. RCKC has done, or is in the process of, similar solutions elsewhere in the County. Using RCKC's experience with this type of solution, a rough estimate of the cost for this project would be around \$700,000 to \$1 million. The timeframe for completing the project would likely be summer 2020, however, this depends on if there is a need to provide the State's Environmental, Great Lakes and Energy (EGLE) Department with a study to mitigate the impact of construction on surrounding wetlands. The study can take up to six-months to complete and may delay the start of construction. .

The impacted section of South 8th Street is classified as a local road, which means participation dollars are needed for construction. The project is eligible to us RCKC Local Road Participation (PAR) funds, which could assist with project costs.