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

October 24, 2023

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING 5:30 P.M. AGENDA

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

WORK SESSION ITEMS

- 3. Public Comment
- 4. Other Updates & Business
 - a. Boards & Committee Update
 - b. Diversity, Equity & Inclusion Committee
 - c. Consultant to assist with Planning Director Position

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS - 7:15 P.M.

- 5. Pledge of Allegiance
- 6. Township Mission/Vision/Core Values
- 7. Public Comment on Non-Regular Session Items
- 8. Consent Agenda
 - a. Minutes of Regular Meeting October 10, 2023 & Joint Board October 17th, 2023
 - b. Training & Safety Captain Job Description Revision
 - c. Planning Director Job Description Revision
 - d. 2024 Township Board Meeting Dates
 - e. 2024 Township Holidays
 - f. Budget Amendment Request for KL Ave Non-Motorized Project
 - g. Budget Amendments
- 9. Public Hearing: Consideration of Nonla Burger Liquor License Request
- First Reading: Amended Private Roads/Streets General & Zoning Moratorium Ordinances
- 11. Consideration of Parkview Avenue Streetlight Resolution
- 12. Consideration of Fire Department Resident Intern Stipend
- 13. Consideration of Human Resources Information System (Continued)
- 14. Public Comment
- 15. Board Member Comments and Committee Updates
- 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 a.m.-1 p.m. and 2-5 p.m., and on Friday, 8 a.m.-1 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

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

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

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to join.zoom.us on any browser and entering this **Meeting ID: 856 6068 9723**

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

To join the conference by phone:

- 1. On your phone, dial the teleconferencing number: 1-929-205-6099
- 2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: 856 6068 9723#

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



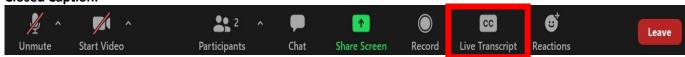
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

- 1. Click on the "Live Transcription" button.
- 2. Then select "Show Subtitle".

Mission:

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

Vision:

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

Core Values:

PUBLIC SERVICE

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

SUSTAINABILITY

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

INNOVATION

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

PROFESSIONALISM

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

INTEGRITY

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

FISCAL STEWARDSHIP

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

Date: 24 October 2023

To: Township Board

From: Greg McComb, Fire Chief & Sara Feister, Human

Resources Director

Subject: Training & Safety Captain Job Description Revisions

Oshtemo CHARTER TOWNSHIP Established 1839

Objective

Requesting Board consideration to approve the proposed job description revisions to the Training & Safety Captain position.

Background

After a thorough evaluation and consideration of various factors, we have made the decision to revise the job description to better align with our current needs and operational requirements. Despite our previous efforts to fill the position through the traditional hiring process, we unfortunately did not find a suitable candidate who met all the criteria outlined in the original job description. This prompted us to reassess our approach and explore alternative options to address the workload effectively. By shortening and revising the job description, we aim to streamline the responsibilities and requirements of the position, focusing on the core tasks that are essential for our continued success. Thank you for your understanding and flexibility as we adapt to the evolving needs of the Fire Department. We remain confident that this decision will contribute positively to our overall productivity and success.

Information Provided

1. Training & Safety Captain Job Description Redline

Core Values

Public Service, Professionalism

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: TRAINING & SAFETY CAPTAIN

General Summary:

Under the general direction of the Fire Chief and the direct supervision of the Deputy Fire Chief, performs administrative and technical work encompassed in the oversight of Fire Department Training, serves as the Fire Department Safety Officer, and fulfills operational activities as required. This position is collectively bargained under the Oshtemo Professional Firefighters Local 5240 Collective Bargaining Agreement.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in offices, vehicles, and outdoor settings in all weather conditions, including temperature extremes during day and night. Work is often performed in emergency and stressful situations. Individuals are exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

Typical Responsibilities:

- 1. Performs the duties of the Fire Department Training Officer as identified in NFPA1041 including but not limited to preparing annual, monthly, and other training schedules as required and ensure all employees are competent in the duties for which they are expected to perform.
- 2. Plans, coordinates, and supervises training of all department personnel in accordance with Departmental Standard Operating Guidelines, laws, and regulations.
- 3. Maintains accurate records of all training, professional certifications, and licenses of all departmental personnel.
- 4. Evaluates and coordinates all training requests and scheduling for personnel to attend out-of-department schools, seminars, and conferences.
- 5. Serves as Department Representative on the Kalamazoo County Training Committee.
- 6. Serves as Chairman on the Department Health/Safety and Training Committees.
- 7. Works with other department personnel to provide refresher or remedial training to firefighters.
- 8. Plans, organizes, and supervises the operation of the Firefighter and Driver/Operator Training Programs.
- 9. Works with the Deputy Fire Chief in planning, organizing, and supervising the Captain Promotional Process.
- 10.9. Identifies safety and health hazards and takes the appropriate actions to ensure those unsafe conditions are corrected within an appropriate time.
- 11.10. Ensures compliance with the MIOSHA health and safety regulations including the Respiratory

Protection, Bloodborne Pathogens, and Tuberculosis Requirements.

- 12.11. Participates in drills, demonstrations, and outside training seminars to maintain certifications and other knowledge and skills related to operational responsibilities.
- 13.12. Complies with all Oshtemo Township Policies and Standard Operating Guidelines.
- 14.13. Responds to all incidents requiring a multi-station response occurring during normal working hours prepared to carry out duties assigned by the Incident Commander (IC), including performing the duties of firefighter. This does not include the automatic response to unconfirmed fire alarms.
- 15. Responds when paged or recalled for significant incidents outside normal working hours. Common examples of significant incidents would include but are not limited to working fires, vehicle crashes with extrication, hazardous materials incidents, and technical rescues.
- 16.14. Performs the duties of the Incident Safety Officer as identified in NFPA 1521 when assigned by the Incident Commander.
- <u>17.15.</u> Assume the role of Incident Commander (IC) at all incidents where command has not been established upon your arrival and maintain that role until command is transferred to another officer as prescribed in department procedures.
- 18.16. Operate all forms for fire, emergency vehicles, EMS, and rescue related equipment.
- 19.17. Enter immediately dangerous to life and health (IDLH) environments.
- 20. Assists in the management of the department through the development, administration, and implementation of department policies, regulations, procedures, budgets, strategic plans, and goal setting.

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

Physical Requirements:

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

While performing the duties of this job, the employee is regularly required to stand; sit; walk; use hands to finger, handle or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; talk, hear and smell. The employee is occasionally required to climb or balance.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 150 pounds and on occasion perform the physical duties required of firefighters, both during training activities and in response to emergency calls while wearing complete protective equipment, including turnout coat and pants, boots, helmet, hood, gloves, and self-contained breathing apparatus for prolonged periods. Specific vision abilities required by this job include distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Vision must be correctable to 20/30 in each eye and visual field must be normal.

While performing the duties of this job, the employee will infrequently be required to climb exterior ladders to a height of over 100', drag a weight of up to 145 pounds for 40 feet horizontally and up and down steps, wear physically constrictive and confining safety gear, maintain respirator certification by a medical professional and crawl into progressively confining spaces.

Ability to work under conditions where exposure to environmental factors such as temperature variations and extremes, odors, toxic agents, violence, noise, machinery, electrical current, wetness, disease and/or dust, may cause discomfort and where there is a significant risk of injury.

Minimum Employment Qualifications:

- Must be 21 years of age or older.
- No felony convictions or disqualifying criminal histories within the past ten (10) years.
- Must be able to read and write the English language.
- Must be of good moral character and of temperate and industrious habits.

VEHICLE DRIVERS LICENSE REQUIREMENT:

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

MICHIGAN FIREFIGHTERS TRAINING COUNCIL CERTIFICATIONS OR EQUIVALENT:

- Fire Fighter I and II
- Fire Officer I and II
- Hazardous Materials Operations
- Fire Apparatus Driving
- Michigan Emergency Medical First Responder License
- NIMS Incident Command (IS 100/200 or equivalent and IS 700)
 - o NIMS IS 300/400 and IS 800 is desired
- Fire Officer I & II within two years.
- Fire Instructor I within one year.
- Fire Instructor II within two years.
- Certification as an EMS Instructor/Coordinator within two years.
- Obtain Blue Card IMS Instructor Certification within three years.
- Fire Officer III within three years.

EDUCATION:

Must have post-secondary education at the associate degree level or higher and a minimum of five years' experience in the fire service. Prior experience in training and a thorough understanding of applicable MIOSHA regulations are required. Prior experience driving and operating emergency fire service vehicles.

EXPERIENCE:

- Eight-Five (58) years of fire service experience.
- Experience in driving and operating emergency fire service vehicles.
- Experience in program management and administrative duties.
- Experience in mid to top level management of a volunteer fire and EMS department.
- Four (4) years of providing direct personnel supervision.
- FiveSix (56) years of routinely providing incident command services.
- Skilled in the use of typical office software, i.e., Microsoft Word, Excel, and PowerPoint.

These qualifications represent guidelines; alternative qualifications may be substituted if sufficient to perform duties required by position.

Desired Skills:

LANGUAGE SKILLS

Ability to communicate effectively, verbally and in writing, to subordinates, supervisors, division employees and the general public. Ability to read, analyze and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, citizens, employees, and the general public.

MATHMATICAL SKILLS

Ability to apply basic mathematical concepts to assist in the preparation of budgets, planning and in making purchasing recommendations.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

COMPUTER SKILLS

Basic computer knowledge including the use of Microsoft Word, Excel, PowerPoint, and Oshtemo Township's Record Management System.

Competency:

To perform the job successfully, the following are amongst the competencies an individual should demonstrate: Customer Service - Manages difficult or emotional customer situations; Provides superior customer service, both internal and external; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Diversity - Demonstrates knowledge of EEO Policy; Shows respect and sensitivity for cultural differences. Promotes a harassment-free environment; Builds a diverse workforce.

Ethics -Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Communicates with employees in a timely and appropriate manner. Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Date: 24 October 2023

To: Township Board

From: Sara Feister, Human Resources Director

Subject: Municipal Planning/Zoning Director Job Title Revision



Objective

Requesting Board consideration to approve the proposed job title revision to the Planning Director position.

Background

Following the evaluation of the resumes received for the Planning Director position, this title change was necessary to clarify & specify the caliber of employee we are seeking to fill the position.

Information Provided

1. Municipal Planning/Zoning Director Job Description

Core Values

Public Service, Sustainability, Professionalism

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: MUNICIPAL PLANNING/ZONING DIRECTOR

General Summary:

Under the general direction of the Township Supervisor, directs the function of the Planning Department; coordinates and supervises Planning Department programs and projects; develops and administers planning documents.

Physical Requirements:

The physical requirements described herein are representative of those requirements which must be met by an employee to successfully perform the essential job functions of this job. Reasonable accommodation may be made upon request to enable an individual with a disability to perform these essential job functions.

The employee must be able to visit properties within the Township. The ability to drive is required in order to view the properties being evaluated for site plan review and compliance purposes. During site visits to evaluate properties, the employee must be able to traverse the property, use a camera, take photographs, and use a tape measure or other equipment to inspect site conditions and improvements.

While at the office, the employee must be able to type reports and prepare maps. The employee must also be able to visually review site plans and related documents. In addition, the employee must be able to review planning files and property tax record cards, which require the ability to reach files more than four (4) feet off the floor, retrieve and copy the same.

Several days of the month, the employee must be able to work up to twelve (12) hours per day and attend necessary public meetings. During meetings, the employee must also be able to present reports publicly using a computer and a projector system.

The ability to operate a computer, copy machine, and answer the telephone is necessary.

The ability to communicate the planning process, reports and analyses, recommendations, not only to the public, but also to the Planning Commission, Zoning Board of Appeals, DDA, SoDA, and Township Board orally and in writing, in English, is required.

Principal Responsibilities:

1. Direct and supervise the operations and staff of the Planning Department, including but not limited to establishing department goals in coordination with Township growth objectives as reflected in the Master Land Use Plan, selecting & overseeing consultants, and invoicing.

Effective Date: 10/24/23

- 2. Provide policy guidance and research information to Township Supervisor and Township Board to assist in decision making process.
- 3. Coordinate the objectives and activities of the Department with the Township Board, Planning Commission, and Zoning Board of Appeals as well as other departments, State, County, and local agencies.
- 4. Directs planning projects and studies involving zoning, land use, resource management, and socio-economic analysis that work toward implementing the Master Land Use Plan.
- 5. Review development proposals for compliance with local policies and regulations and accepted planning principles, including meeting with developers and property owners. Take applicants through the review/approval process. Coordinate project approvals until completion.
- 6. Advisory and technical staff support to three elected administrators, balance of Township Board, Planning Commission, Zoning Board of Appeals, and subcommittees.
- 7. Coordinate Planning Department sign off on building permits and certificates of occupancy to ensure compliance with approved conditions and Zoning Ordinance.
- 8. Assist citizens, developers and other agency staff with planning and land use issues.
- 9. Prepare and review Planning Commission and Zoning Board of Appeals agendas and staff reports; ensure appropriate public notice is given as required by law. Provide agendas in electronic format for webpage.
- 10. Prepare agendas and meeting materials for Oshtemo Charter Township's Downtown Development Authority (DDA) & South Drake Road Corridor Improvement Authority (SoDA).
- 11. Develop department budget in coordination with Township Supervisor to ensure priorities are in line with Township objectives.
- 12. Represent the Township, or designate an alternate, on area committees on land use, transportation, environment, geographic information, etc. to discuss issues, provide assistance, and gain information.
- 13. Participate in professional associations, seminars, and conferences to keep abreast of new concepts in the profession and land use arena.

Effective Date: 10/24/23

14. Identify areas of Zoning Ordinance that need updating or refinement. Review Ordinance to ensure compliance with new legislation and identify areas where new provisions are needed.

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

Employment Oualifications:

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

EDUCATION: Bachelor's Degree in Planning or related field; Master's Degree preferred.

EXPERIENCE: Minimum five (5) years of professional planning experience, preferably supervisory or management level.

Strong interpersonal communications skills, both oral and written.

CERTIFICATION: American Institute of Certified Planners (AICP) certification desired within agreed upon timeframe.

These qualifications represent guidelines; alternative qualifications may be substituted if sufficient to perform the duties required by this position.

Effective Date: 10/24/23

2024 Oshtemo Township Board Meeting Dates

All meetings are Tuesdays and begin at 5:30 p.m. except when noted otherwise.

January 9

January 23

February 13

February 27

March 12

March 19 Joint Boards Meeting* 6 p.m.

March 26

April 9

April 23

May 14

May 28

June 11

June 17 – <u>Budget Meeting</u>, Monday 6 p.m.

June 18 - Budget Meeting, Tuesday 6 p.m.

June 25

July 9

July 23

August 13

August 20 - Budget Meeting, Tuesday 6 p.m.

August 27

September 10

September 24

October 8

October 15 Joint Boards Meeting* 6 p.m.

October 22

November 12

December 10

*Joint Boards TB / PC / ZBA / SoDA / DDA / FOP

Date: 24 October 2023

To: Township Board

From: Sara Feister, Human Resources Director

Subject: 2024 Holiday Schedule & Floating Holiday Assignment Method Change



Objective

Requesting Board consideration to approve the proposed 2024 Holiday Schedule as well as changing the Floating Holiday assignment method for 2024 and beyond.

Background

In previous years, the process to assign the Floating Holiday has been to poll the staff with options for when it will be assigned for the whole group. The office would then be closed for that day. I am proposing that we obsolete that process and allow the employees the ability to schedule their own Floating Holiday.

Procedure Information

- The employee must be regularly scheduled to work a minimum of twenty (20) hours per week to be eligible for the Floating Holiday.
- The process for scheduling would mirror scheduling Paid Time Off (PTO). The process for approval would mirror the PTO approval policy in the Employee Handbook.
- The employee will be expected to use the Floating Holiday between 01/01-12/31 on an annual basis.
- The employee will not be able to bank the hours or carry them over from year to year.
- It is to be used for time off only, equivalent to the normal number of hours that the employee is scheduled to work.
- Upon severance of employment, unused floating holiday time will not be cashed out.
- Floating Holiday time off will be recorded on the employee's timesheet, like PTO.

Information Provided

1. 2024 Holiday Schedule

Core Values

Innovation, Professionalism, Integrity



2024 HOLIDAY SCHEDULE

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve

Christmas Day

Monday, January 1st

Monday, January 15th

Monday, February 19th

Monday, May 27th

Wednesday, June 19th

Thursday, July 4th

Monday, September 2nd

Monday, November 11th

Thursday, November 28th

Friday, November 29th

Tuesday, December 24th

Wednesday, December 25th

In addition to the above scheduled holidays, each employee shall be authorized one (1) Floating Holiday to be scheduled at their discretion.

Date: October 24, 2023

To: Township Board

From: Marc Elliott, P.E., Public Works Technical Specialist

Subject: Budget Amendment Request, KL Ave Non-Motorized Project

Objective

Motion to approve a budget amendment of \$110,000 out of General Fund Carryover, GL 101-000-40000, to GL Account 101-441-97600.NMKLAV for easement acquisition costs, and to continue design & permitting activities for the west segment.

Background

The Board's intent is to partly fund non-motorized facilities via a portion of the Township's American Rescue Plan (ARPA) monies.

This budget amendment request is for FY 2023 expenditures toward a 10-ft wide KL Avenue non-motorized facility along the north side of KL Avenue, extending from Drake Road to Copper Beech Boulevard (Paddock Apartments). The trail segment east of the US 131 bridge is partly financed through a federal Transportation Alternatives grant of \$240,000. Easement acquisition purchases for the east segment have exceeded initial budget expectations by about \$50,000. The rest (\$60,000) of this request is to continue design and permitting work on the segment west of the bridge. Continuing work on the west segment during 2023 was described in the Amended Engineering Services Contract with O'Boyle, Cowell, Blalock, & Associates, Inc., (OCBA) that was approved by the Board on September 26, 2023. By oversight the west segment work was not carried forward as a budget increase request at that time.

Information Provided

The updated, programmed use of 2023 funds for the KL Avenue non-motorized project are as follows.

PHASE 1 - EAST SIDE OF BRIDGE (2023)		PHASE 2 - WEST SIDE OF	BRIDGE (2023)
OCBA		OCBA	
Landscape Design	12,000	Landscape Design	8,000
Engineering Services	108,000	Engineering Services	37,000
ROW Agent	13,714	ROW Agent	6,900
Easement Acquisitions	112,703	Easement Appraisals	7,500
Construction (local share)	107,668	Construction	(future)
Oshtemo Sum:	354.085	Oshtemo Sum:	59.400

Core Values

Public Service, Sustainability, Fiscal Stewardship

Budget Amendment Requests

				quested To			uested From		Auth		
Date	Dept. Head	Fund Name	GL Number	Description	Amount	GL Number	Description	Amount	Only	Explanation of Request	
			101-931-69920	To General	\$ 2,391,528.00	282-966-99500	from ARPA	\$ 2,391,528,00		These ARPA dollars will be expended from the General Fund before the end of	
10/3/2023	Farmer	Gen/ARPA			+ +				No	2023. They will be expended on non-motorized, communications consultant, sewer, and other expenses.	
				Total	\$ 2,391,528.00		Total	\$ 2,391,528.00			
				total	3 2,391,328.00		Total	3 2,331,328.00			
				quested To			uested From		Auth		
Date	Dept. Head	Fund Name	GL Number 206-340-85300	Description Telephone	S 3,000.00	GL Number 206-000-40000	Description Carryover	S 3,000.00	Only	Explanation of Request Unexpected increased costs in ATT firstnet mobility for vehicles	
	1		206-340-83300	reiephone	3 3,000.00	206-000-40000	Catryover	3 3,000,00		Offexpected increased costs in ATT instrict mobility for vehicles	
10/5/2023	McComb	Fire Operations							No		
				Total	\$ 3,000.00		Total	\$ 3,000.00			
			Funds Rec	quested To		Funds Rec	uested From		Auth		
Date	Dept. Head	Fund Name	GL Number	Description	Amount	GL Number	Description	Amount	Only	Explanation of Request	
			206-336-71600	Health & Life	\$ 11,000.00	206-000-40000	Carryover	\$ 11,000.00		We had some FD employees who had qualifying life events in 2023, which meant	
10/13/2023	McComb	Fire Operations								they could make changes to their benefits mid year. They enrolled in medical and	
				_			_	No	added dependent coverage. This was unforeseen and therefore need to amend t budget to accommodate the additional cost.		
'				Total	\$ 11,000.00		Total	\$ 11,000.00		buget to accommodate the additional cost.	
- 1										·	
		C. Weiler		quested To			uested From		Auth		
Date	Dept. Head	Fund Name	GL Number 101-249-87200	Description	\$ 15,000.00	GL Number 101-000-40000	Description	\$ 15,000.00	Only	Explanation of Request We are exploring the option to engage a headhunter/recruiter to fill the open Planning Director	
			101-249-87200	New Hire Expenses	5 15,000.00	101-000-40000	Carryover	3 15,000.00		(Municipal Planning/Zoning Director, per the job description revision) position. We have not had muc	
10/13/2023	Feister	General							No	luck with the normal posting process, it is currently reposted until 10/24/23, if we receive qualified applicants during this period, we will not need a Budget Amendment, if we do not, we wanted to be	
										prepared to engage the recruiter if necessary. This cost is approximate.	
				Total	\$ 15,000.00		Total	\$ 15,000.00			
		1 A E E T	Funds Re	quested To		Funds Rec	uested From		Auth		
Date	Dept. Head	Fund Name	GL Number	Description	Amount	GL Number	Description	Amount	Only	Explanation of Request	
			100-567-97400	Capital	\$ 4,400.00	100-567-97400	Capital	\$ 4,400.00		The garage door to the maintenance garage has failed and needs to be replaced	
10/13/2023	Fountain	General								immediately. When this is done it is fiscally responsible to install a garage door	
		General							Yes	opener at the same time. We are not installing carpet this year, so those funds at available.	
				Total	\$ 4,400.00		Total	\$ 4,400.00		available.	
								12			
				quested To			uested From		Auth		
Date	Dept. Head	Fund Name	GL Number 211-344-98100	Description	S 3,200.00	GL Number 211-344-98100	Description	\$ 3,200.00	Only	Explanation of Request	
			211-244-36100	Fire Equipment	5 3,200.00	211-344-98100	Fire Equipment	5 3,200.00		South bay door at station 5-1 malfunctioning door opener. Need to replace, Usin money left over from unused projects in the same line item.	
10/19/2023	McComb	Operations							Yes	,	
				Total	\$ 3,200.00		Total	\$ 3,200.00			
			Funds Re	quested To	1	Funds Rec	uested From		Auth		
Date	Dept. Head	Fund Name	GL Number	Description	Amount	GL Number	Description	Amount	Only	Explanation of Request	
			101-441-97600.NMKLAV	Easement Acquisitions	\$ 110,000.00	101-000-40000	Carryover	\$ 110,000.00		For easement acquisition toward a 10-ft wide KL Ave NM facility along the	
10/19/2023	Elliott	General			+				No	northside of KL Ave, extending from Drake Road to Copper Beech Blvd; to allow for	
									NO	design and permitting work on west segment of the US 131 bridge	
				Total	5 110,000.00		Total	\$ 110,000.00			
Date	Dept. Head	Fund Name	Funds Re Gt. Number	quested To Description	Amount	GL Number	uested From Description	4	Auth	Explanation of Request	
Date	Dept. neau	rung name	G. Nu(noer	Description	Amount	GENUMBER	Description	Amount	Only	Explanation of Request	
										1	
				Total	\$ -		Total	\$ +			
				Grand To	tal 5 2,538,128.00						
				Grand To Authorization O	7777						
		REVIEW DATE	10/20/2023		7777	i Ber					

Date:

17 October 2023

To:

Township Board

From:

James Porter – Legal Department

Subject:

Nonla Burger Liquor License Request



Objectives

To approve the Liquor License Request for Nonla Burger at 1700 S Drake Rd Kalamazoo, MI 49009.

Background

Oshtemo Charter Township currently has four new Class C licenses, within our quota. Nonla Burger has submitted all necessary documentation to facilitate their Liquor License Request and paid the applicable fee to the Township.

Information Provided

I have attached a copy of the completed Township application, Restriction Agreement, and proof of payment.

Core Values

Public Service



LIQUOR LICENSE APPLICATION

Date: 9/27/23

Applicant Informa	tion:
As authorized agent Applicant's Date of	st): KYLE P MONK Glenhaven Ave NW GRAND RAPIDS MI 4950- D-7754 Email: CONTACTE MONIA burger. Com of (company): NONLA Burger, LLC Birth: 12-16-1978 Place of Birth: Bellflower, CA ace of naturalization, if applicable):
Have you ever. prio	to this application, made an application for the sale or beer, wine, or spirits?
X Yes <u>€o</u> r Old	Provide the date, place, and disposition of each application: Applied a class c light License for own and rapids Location MARCH 2022
No	
Have you ever been	convicted of a felony?
Yes	Explain:
∠ No	
	d under the State Liquor Control Act, or any provision of the Oshtemo e 202, as amended, from receiving a liquor license?
Yes	X No
l/company:	own the premises for which a license is sought
×	have lease for the premises for which a license is sought lease therefor for the full period for which the license is issued (attach)
Length of time appli	cant has been in this business/date of corporate charter: 7 Yes

Business and Pre	mises Informat	ion:		
Business Name: _	NONUX	BURGER	uc	

1700 Courh Drake Rd Cuik A

If the business is a co-partnership, or corporation, please provide the names and addresses of all officers, directors, and those having an interest in the corporation/entitled to share in the profits:

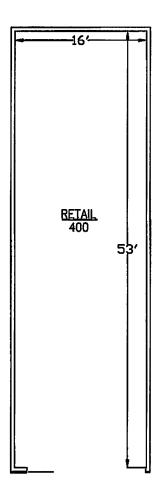
Kalamazoo, MI 49009

Name	Title/Share	Address	
Kyle Monk	Owner/Member -25%	350 Glenhum Are NW GEMB BARIDS, M 4954	
Natash'a Tomek- Mon	Kowny /member -25%	GRAND PAPINS A1 44504	
Kelly Nguyen	Owner I then by - 25%:	9624 N. 3211 SMAT RILLIAL MI 49083	
John Nguyen	Our/nembr-25%.	9624 N. 3212 Street Richard M1 49083	

formed:	P 251	raurent	<u>busine</u>		10.12 ·	اجمدا	<u>مباہر</u> ہ
かいいい	Jh-la		inited 1		zwichys.	<u></u>	
			im, Re	iability	(OM	my	
Description of t	he premises	(please prov	vide building	plot plans sh	owing (1) th	ne entire stru	cture,
(2) the area(s) we refuse disposal,						t parking, lig	hting,
refuse disposal,			ing/noise con		able)):	t parking, lig	hting, انو
refuse disposal,	and (4) plan	s for screen	ing/noise con	trol (if applie	able)): سنار	t parking, lig	hting,
refuse disposal,	and (4) plan	s for screen	ing/noise con	trol (if applied to the second	able)): سنار	a de	hting,

<u>For businesses other than a brewpub, microbrewery, or wine-tasting room</u>, is the sale of beer, wine, or spirits incidental and subordinate to other permitted business uses on the premises (e.g. food sales, motel operations, recreational activities)?

License Type:			
This application is to Transfer an Exist	ing License 💢 🤇	Obtain a New License	
Obtain a "Limited	d License" pursuant	to Public Act 270 of 2014	
for the Manufacture (MCL 436.1603(1	5)(b)) Retail :	Sale	
of beer, wine, and/or liquor under a		license.	
Disclaimer and Signature:			•
By signing this application, the applicant af accurate to the best of their knowledge, and of Michigan or of the United States or any or of its business. The applicant further aff application (or attachments) change during Township Clerk (Clerk@oshtemo.org) in we	that the applicant we dinances of Oshtemo irms that should are the term of the lice	ill not any of the laws of the State of Charter Township in the conduct my information contained in the ense, the applicant will notify the	
required application fee- payable to Oshtem	have submitted to Charter Township	all requested materials, and the	
	Signature: Title: Date:	2/27/22 9/27/22	





September 14, 2022

Nonla Burger 1700 S. Drake Rd., Suite A Kalamazoo, Michigan 49006

RE: Corner Shoppes @ Drake – Expansion Space with Bar

On behalf Corner Shoppes, LLC, we are pleased to provide the following outline depicting many of the important terms which we believe will help us to work together toward a final approved LOI and Lease.

- 1. Landlord- Corner Shoppes, LLC.
- 2. Tenant Nonla Burger
- 3. Location 1700 S. Drake Road, Suite B, Kalamazoo, MI 49006, as further depicted on Exhibit A
- 4. Use Expansion of existing fast-casual burger restaurant, with added liquor license and bar.
- 5. Demised Premises Size -
 - Approximately 900 square feet
- Existing Exclusives Submarine Sandwiches, Frozen Desserts, Vision/Optical Sales, Fitness, Banking/Financial Services, Natural Groceries, Coffee, Tea, Tacos and Mexican-themed food; to be more specifically detailed within the Lease.
- 7. Term Leased Premises and existing business would merge into a new 10-year term.
- 8. Base Rent -
 - No change to existing Lease agreement: 10% of total gross sales up to \$800,000/year;
 7% of gross sales over \$800,000/year.
- 9. Construction Buildout Payment -
 - \$2,000 per month for the Lease Term, in addition to Base Rent.
- 10. Lease Structure and Operating Expenses Tenant to pay Triple Net charges (taxes, insurance and common area maintenance) based upon pro-rata share of leased square footage in proportion to square footage of building, overall shopping center, and overall Corner @ Drake development.
- 11. Landlord's Work Allowance -
 - Landlord to provide Tenant with an allowance of \$150 per square foot (for a total of \$135,000) for buildout, to be spent within the Leased Prenises and approved by Landlord.

12. Tenant's Work -

- a. All work above and beyond Landlord work.
- b. All Tenant work must be reviewed and approved by Landlord, which will not be unreasonably withheld.
- All Tenant improvements must be to Code and meet ADA/Barrier Free requirements, approved by Oshtemo Township and done by licensed contractors to be approved by Landlord.

- 13. Guaranty Lease to be personally guaranteed for the Lease term by principals or members of Tenant.
- 14. Target Lease Commencement Date TBD—linked to buildout and liquor license approval.
- 15. Target Expansion Opening Date TBD—linked to buildout and liquor license approval.
- 16. Liquor License Tenant shall be responsible for procuring its liquor license. Tenant and Landlord reserve the right to terminate this LOI if the Liquor License cannot be obtained, as determined by Landlord and Tenant.
- 17. Signage Tenant to install building signage prior to store opening date in accordance with municipality sign guidelines, shopping center guidelines and with prior sign approval by Landlord. Depending on the final location and square footage of the demised space, the Tenant's signage desires and allocation of available signage (as provided by Oshtemo Township and Landlord).
- 18. Agency The Landlord is represented by American Village Development Company IV, LLC, of which the Landlord is a member. Gregory A. Dobson, Curtis J. Aardema and Jacophita Germando are also licensed real estate brokers and/or salespeople within the State of Michigan. Tenant is not represented by a broker.
- 19. Contingencies Subject to a Lease agreement satisfactory to both parties. It is understood by all parties that this Letter of Intent is a non-binding communication designed specifically to explore whether or not the basic parameters of an agreement can be reached and agreed upon by the Landlord.
- 20. Miscellaneous -- n/a

We look forward to working together with you to structure a LOI which is acceptable to both parties.

- 8/15/23

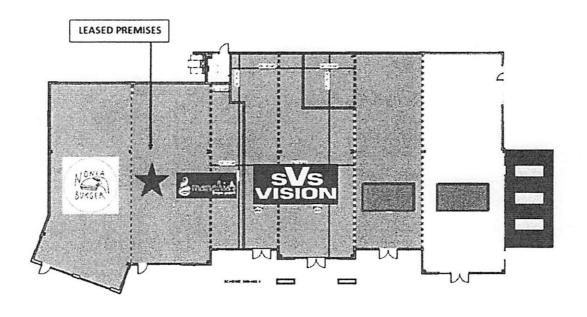
Sincerely,

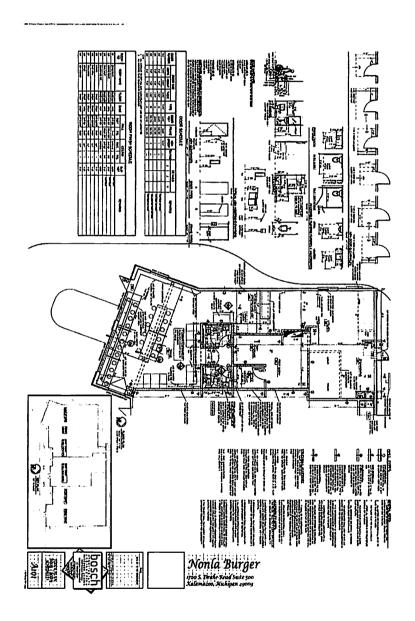
Curt Aardema

LANDLORD APPROVAL: Corner Shoppes, LLC

TENANT APPROVAL: Nonla Burger

EXHIBIT A





RESTRICTION AGREEMENT ON TRANSFER OF CLASS C LIQUOR LICENSE

AGREEMENT made this 2/2 day of October 2023, by and between the Charter Township of Oshtemo, Kalamazco County, Michigan, a Municipal corporation, and the undersigned Licensee.

In consideration of the approval of a Class C Liquor License by the Charter Township of Oshtemo for the business of the undersigned Licensee, located at 5036 West KL Avenue, Kalamazco, Michigan, 49009, which approval is hereby granted and acknowledged,

IT IS HEREBY COVENANTED AND AGREED by said Licensee, as follows:

- 1. The aforesaid Class C Liquor License or any renewal thereof shall at no time be sold or transferred by Licensee to any person or entity for use outside the jurisdiction of the Charter Township of Oshtemo through any escrow status of said license or otherwise for a period of five years after issuance.
- 2. A breach of the foregoing restriction by the Licensee shall require the full purchase price to be received by Licensee or any successor, representative or assignee of the Licensee for such sale or transfer to be forfeited and paid to the Charter Township of Oshtemo as liquidated damages for the breach of the foregoing covenant and as compensation for the removal of such license from the jurisdiction of the Charter Township of Oshtemo and the consequent reduction in the number of such licenses available for issuance in the Charter Township of Oshtemo under the Michigan Liquor Control Act.
- 3. The foregoing required payment to the Charter Township of Oshtemo shall be due and payable upon closing of the sale or transfer of the license and shall bear interest until paid to the Township at the rate of 7% per annum on the full purchase or transfer price.
- 4. In default of the foregoing payments to the Township for a period of ten (10) days from the due date thereof, the Township shall have the authority to forthwith attach any assets of the Licensee and commence appropriate litigation to collect such sum and to enjoin any conversion of such sum for other purposes. Where said sale price for the license is to be paid in installments, the entire sale price amount shall be due and payable to the Township. If a sale or transfer of the license out of the jurisdiction to the Township is accomplished without monetary consideration, the Licensee shall be obligated to forthwith pay to the Township the sum of \$60,000.00 as such liquidated damages.
- 5. The aforesaid 10-day period for payment and suit may be reduced at the option of the Township to zero days if it has any reason to believe the Licensee is going to leave the jurisdiction of the Charter Township of Oshtemo, abscond with said sums, or convert them in any manner to make them unavailable or more difficult to reach by the Township to satisfy the within obligation.

- The within Agreement is binding upon and ensures to the benefit of the successors, representatives and assigns of either of the parties hereto.
- 7. Time is deemed of the essence of this agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and date first above written.

Nonla Burger

Kyle Monk

Its: Owner

Licensee

Address:

1700 S Drake Rd

Kalamazoo, MI 49009

Phone No.

(269) 888-2499

CHARTER TOWNSHIP OF OSHTEMO

Cheri Bell

Its: Supervisor

Address: 7275 West Main Street

Kalamazoo, MI 49009

Phone No. (269) 375-4260

Oshtemo Charter Township

Receipt: 191878

10/11/23

7275 W MAIN ST KALAMAZOO, MI 49009

Cashier: SHIGGINS

Received Of: NONLA BURGER LLC

269-375-4260

OSHTEMOTOWNSHIP.ORG

The sum of:

500.00

POLICE - LIQUOR LICENSE FEI 500.00 1303 500.00 Total

CHECK

2754

500.00

Date:

18 October 2023

To:

Township Board

From:

Mames Porter – Legal Department

Subject:

First Reading re Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s)

Objectives

To accept or first reading the proposed Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s) and set for second reading on November 14, 2023.

Background

The Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s) would allow for an extension of the Moratorium(s) until February 27, 2024, or until such time as the General and Zoning Ordinance(s) can be revised to incorporate the necessary revisions to address connectivity and access management to ensure public health, safety and welfare, associated with the development of Private Roads/Streets.

Information Provided

I have attached a copy hereto of the Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s).

Core Values

Public Service

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO.	
Adopted:	
Effective:	

An Ordinance to amend the Moratorium Ordinance No. 650 placing a Moratorium Ordinance on all Private Roads/Street Developments in the Township and amend the Oshtemo Charter Township Subdivision, Site Condominium, and Land Division Ordinance (Ord No.585) to impose a Moratorium on all Private Roads/Streets, until such time as the Ordinance can be revised, to incorporate the necessary revisions to address connectivity and access management to ensure, public health, safety, and welfare associated with the development of Private Roads/Streets.

THE CHARTER TOWNSHIP OF OSHTEMO KALAMAZOO COUNTY, MICHIGAN ORDAINS:

AMENDED PRIVATE ROAD AND PRIVATE STREET GENERAL MORATORIUM ORDINANCE NO.

SECTION I. TOWNSHIP MORATORIUM ON PRIVATE ROADS/STREETS:

The Township hereby extends the six-month Moratorium enacted pursuant to Ordinance No. 650 on all New Private Roads or Private Streets, until February 27, 2024, or until such time that its Zoning and General Ordinances can be reviewed and amended, if necessary, to address connectivity and proper access management, to ensure public health, safety and welfare, associated with the development of Private Roads/Streets.

SECTION II. AMENDMENT TO SECTION 29.008 OF THE SUBDIVISION SITE CONDOMINIUM AND LAND DIVISION ORDINANCE:

Amendment to Section 29.008 Subdivision/Site Condominium Design Layout Standards:

The provisions of Section 29.008 allowing for Private Roads/Streets, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION III. EFFECTIVE DATE:

This Ordinance will take effect upon Publication after Adoption in accordance with state law. Ordinances, or parts Ordinances, are in conflict herewith are hereby suspended until the Moratorium provisions of this Ordinance are otherwise amended or repealed.

DUSTY FARMER, CLERK OSHTEMO CHARTER TOWNSHIP

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO	
Adopted:	
Effective:	

An Ordinance to amend the Moratorium Ordinance No. 651 placing a Moratorium in the Oshtemo Township Zoning Ordinance extending the Moratorium on all Private Roads/Streets, until February 27, 2024, or until such time as the Zoning Ordinance can be revised to incorporate the necessary revisions to address connectivity and access management to ensure, public health, safety and welfare, associated with the development of Private Roads/Streets.

THE CHARTER TOWNSHIP OF OSHTEMO KALAMAZOO COUNTY, MICHIGAN ORDAINS:

AMENDED PRIVATE ROADS AND PRIVATE STREETS ZONING MORATORIUM ORDINANCE NO. _____

SECTION I. AMENDMENT OF SECTION 34.70 OF THE TOWNSHIP ZONING ORDINANCE VILLAGE FORM BASED CODE OVERLAY ZONE:

The provisions of Section 34.70, allowing for Private Roads/Streets, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION II. AMENDMENT OF SECTION 35.50 FOR THE TOWNSHIP ZONING ORDINANCE 9TH STREET AND WEST MAIN OVERLAY ZONE:

The provisions of Section 35.50 dealing with site circulation that provides for two-way interior streets, or one-way interior streets, are temporarily suspended upon the enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION III. AMENDMENT OF SECTION 41.80 OF THE TOWNSHIP ZONING ORDINANCE PLANNED UNIT DEVELOPMENT:

The provisions of Section 41.80 allowing for Private Roads/Streets in Commercial Planned Unit Developments and Residential Planned Unit Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION IV. AMENDMENT OF SECTION 42.30 OF THE TOWNSHIP ZONING ORDINANCE RESIDENTIAL CONDOMINIUM DEVELOPMENT STANDARDS:

The provisions of Section 42.30 allowing for Private Roads/Streets or Private Drives in Residential Condominium Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION V. AMENDMENT OF SECTION 43.50 OF THE TOWNSHIP ZONING ORDINANCE OPEN SPACE COMMUNITY:

The provisions of Section 43.50 allowing for Private Roads/Streets in an Open Space Community, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VI. AMENDMENT OF SECTION 44.50 OF THE TOWNSHIP ZONING ORDINANCE OPEN SPACE PRESERVATION RESIDENTIAL DEVELOPMENT OPTION:

The provisions of Section 44.50 which allow for private two-way interior or private one-way roads/streets are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VIII. AMENDMENT OF SECTION 48.100 OF THE TOWNSHIP ZONING ORDINANCE CONDITIONS FOR SPECIFIED PERMITTED USER:

The provisions of Section 48.100 dealing with interior two-way drives/streets within a multifamily development Township Zoning Ordinance are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VII. AMENDMENT OF SECTION 49.200 OF THE TOWNSHIP ZONING ORDINANCE REQUIREMENT FOR SPECIAL USES:

The provisions of Section 49.200, which allows an alternative to Public Streets in Non-Residential Site Condominium Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION IX. EFFECTIVE DATE:

This Ordinance will take effect upon Publication after Adoption in accordance with state law. Ordinances, or parts Ordinances, are in conflict herewith are hereby suspended until the Moratorium provisions of this Ordinance are otherwise amended or repealed.

DUSTY FARMER, CLERK OSHTEMO CHARTER TOWNSHIP

Date: October 24th, 2023

To: Township Board

From: Zach Pearson, Public Works Project Manager

Subject: Parkview Avenue Streetlights



Objective

Update the Board on streetlight project coordination and receive a resolution authorizing changes to the standard light contract with Consumers Energy.

Background

The Township Board previously passed a resolution authorizing Consumers Energy to make changes to our lighting contract and remove existing streetlights and poles on Parkview Avenue and 11th and 12th street intersections. This work was the Township's share of costs to accommodate the new non-motorized path and roundabouts installed at these intersections. In coordination with the Road Commission of Kalamazoo County (RCKC) Consumers has now completed design of the new streetlights to be installed at each intersection. The cost of the new streetlights is \$700, which will be paid by RCKC as an improvement to the road and Oshtemo Township will be responsible for the monthly billing associated with the streetlight use.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Resolution authorizing Consumers Energy to make changes to the standard lighting contract.

Attachments

Parkview Avenue Consumers Energy packet Resolution



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

September 15, 2023 NOTIFICATION #: 1068046260

OSHTEMO TOWNSHIP 7275 W MAIN ST KALAMAZOO, MI 49009-821(

REFERENCE: 5353 PARKVIEW AVE, KALAMAZOO

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

Installation Charge:

Additional Costs

Total Fetimated Cost:

\$ 700.00

Total Estimated Cost:\$ 700.00Less Prepayment Received:\$ -Total Estimated Cost Due:\$ 700.00

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

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

Tanya Gilroy at 616-251-0574 .



A CMS Energy Company

Dear New Electric Customer:

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

CUSTOMER RESPONSIBILITIES

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

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

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

at 616-251-0574

Tanya Gilroy



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEA	SE RETURN THE CHEC	KED DOCUMENTS BELOW TO CONSUMERS						
	ENERGY IN THE ENVELOPE PROVIDED							
	TO EXPEDITE SE	RVICE, RETURN VIA EMAIL TO:						
	<u>POBoxCEServ</u>	viceRequest@cmsenergy.com						
	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)							
V	PAYMENT WITH INVOICE ST							
	REQUEST FOR ELEVATED C	USTOMER DELIVERY PRESSURE						
V	STANDARD LIGHTING CON-	TRACT						
	·							
	SIGNED CUSTOMER ATTAC	HMENT PROGRAM (CAP) CONTRACT						
	[,,							
Y	GO READY FORM (FORM 12 TO EXPEDITE SERVICE, RETURN VIA EM. POBoxCEServiceRequest@cmsenergy	AIL TO:						
	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMPOBOXCEServiceRequest@cmsenergy							
	OTHER:							
	NOTIFI	CATION REFERENCE NUMBERS						
ELECTRIC	SERVICE NOTIFICATION:							
	VICE NOTIFICATION:							
	COH DISTRIBUTION NOTIFICATION:	 						
	UG DISTRIBUTION NOTIFICATION:							
GAS MAIN NOTIFICATION: STREETLIGHT NOTIFICATION: 1068046260								



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

Contract Number: 103035156878	
Consumers Energy Company is authorized as of	by the Township of OSHTEMO, to
make changes, as listed below, in the lighting system(s)	covered by the existing Standard Lighting
Contract between the Company and the Township of C	SHTEMO, dated 10/2/2018.
Lighting Type: General Unmetered Light Emitting Diode L	ighting Rate GU-LED
Except for the changes in the lighting system(s) as hereir	authorized all provisions of the aforesaid
Standard Lighting Contract dated 10/2/2018 shall remain	·
N. 1. N. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	
Notification Number(s): 1068046260	
Comments:	
	Township of OSHTEMO
	·
By:	
	(Signature)
	(digital die)
	(Printed)
	·
ITS:	
	(Title)
	· · ·

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to a changes in the lighting service as provided in the State of the change in the lighting service as provided in the State of the change in the lighting service as provided in the State of the change in the state of the state of the change in the state of the state of the change in the state of the state of the change in th	tandard Lighting Contract between the Company
and the Township of OSHTEMO, dated 10/2/2018, ir Standard Lighting Contract dated	
heretofore submitted to and considered by this $\ \Box$	commission □ council □ board; and
RESOLVED, further, that theauthorization for change on the behalf of the Town	
STATE OF MICHIGAN COUNTY OF KALAMAZOO	
I,, clerk of the Township of resolution was duly adopted by the	OSHTEMO do hereby certify that the foregoing
□ commission □ council □ board of said municipal	lity, at the meeting held on
Dated:	
	Municipal Customer Type: Township

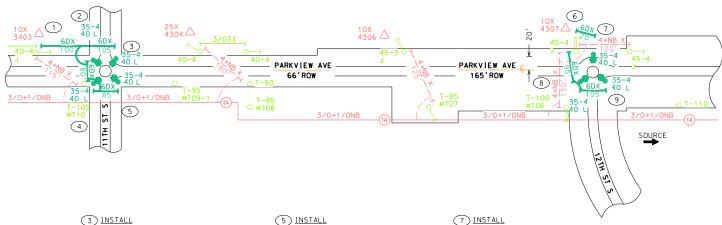
GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

• (2) 40 watt LED Cobrahead NA to Install at location 2-5 & 7-9;



CAUTION! TRANSMISSION PIPELINE IN AREA. PIPELINE OWNER: CONSUMERS ENERGY CO PIPELINE OWNER CONTACT INFO:
NAME, KEVIN COUTURIER
ADDRESS, 2380 LINCOLN ST. EAST TAWAS, MI 48730 PHONE: 989 574 7538 SPECIAL NOTES: KEVIN-COUTURIER@CMSENERGY.COM

GENERAL CONSTRUCTION NOTES: NO OUTAGE REQUIRED. GAS PIPELINE IN AREA. ALL STLTS 20' FROM CL.



1) INSTALL

FIGURE 23-302-1 DETAIL A 1-6DX SEC (100')

2 INSTALL

35-4 FIGURE 23-301-1 6DX SEC DE FIGURE 23-302-1 DETAIL A FIGURE 23-302-1 DETAIL A
1-6DX SEC (105')
1-6DX SEC (85')
12' STLT BRATT
FIGURE 42-103-1
40W LED STLT
MOUNT AT 25'-0"
FIGURE 42-102-1
FIGURE 42-105-1 DETAIL A

6DX SEC DE FIGURE 23-302-1 DETAIL A 12' STLT BRKT FIGURE 42-103-1 40W LED STLT MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

6DX SEC DE FIGURE 23-302-1 DETAIL A 12' STLT BRKT FIGURE 42-103-1 40W LED STLT MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

6DX SEC DE FIGURE 23-302-1 DETAIL A 12' STLT BRKT FIGURE 42-103-1 40W LED STLT MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

9 INSTALL

35-4 6DX SEC DE FIGURE 23-302-1 DETAIL A
12' STLT BRKT
FIGURE 42-103-1
40W LED STLT
MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

OSHTEMO TWP T 02S R 12W SEC. 25

(4) INSTALL

(2) 6DX SEC DE FIGURE 23-302-1 DETAIL A 1-6DX SEC (85') 2' STLT BRKT FIGURE 42-103-1 40W LED STLT MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

(6) INSTALL

SHEET C SHEET 1 OF 1 SCALE 1"-100"

(2) 6DX SEC DE FIGURE 23-302-1 DETAIL A 1-6DX SEC (20') 1-6DX SEC (95')

(8) INSTALL

35-4 (2) 6DX SEC DE FIGURE 23-302-1 DETAIL A 1-6DX SEC (105') 12' STLT BRKT FIGURE 42-103-1 40W LED STLT MOUNT AT 25'-0" FIGURE 42-102-1 FIGURE 42-105-1 DETAIL A

								METER ORDER	R NUMBER	METER NUMBER	READ	METER LOCA	TION
SUBSTATION	WD NO.]											
					W AVE. KZO	- ECNC NL	.0	JOB PURPOSE:					
CIRCUIT	CKT NO.	TLM NUMBER	# OF	онмѕ	CM NO.	100007	7367588		CUSTOMER REQUESTED NEW STREETLIGHTS FOR 2 NEW ROUNDABOUTS.				
CEMETERY		52122534	RODS	-	ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER	Z NEW NOONDADOOTS!	ı		
				_	ECNC	NLO	1068374550	11551848		UPSTREAM SECTIONALIZING DEVICE:	CONSUM	ERS ENERGY CON	ITACTS
Consumers E	nerav	CE STAKING REO'E	XYes	∐ No	ECNC	STL	1068046260	11551326		0022-150A	DEPARTMENT	NAME	NUMBER
A CMS Energy Company		FORESTRY REO'D	Yes	X No						LOCATION: SWITCH - NW CORNER DRAKE AND PARKVIEW		TANYA GILROY MATTHEW HALEY	6162510574 2693080237

KALAMAZOO CO



OSHTEMO TOWNSHIP 7275 W MAIN ST KALAMAZOO MI 49009-8210

\$700.00 **Amount Due:**

September 29, 2023 Please pay by:

Invoice Number 9325537082 PO Number PO Date **Bill Date** 09/15/23

Account: 3000 2144 2714

▶ 5353 PARKVIEW AVE KALAMAZOO - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - - 1068046260 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	7.0 EA	\$100.00	\$700.00
	TOTAL [DUE:	\$700.00

See Page 2 for Payment Options.

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

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

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

Consumers Energy Count on Us®

> CONSUMERS ENERGY CEM Support Ctr - Lansing RM 122 530 W Willow St Lansing, MI 48906-4754

PREPAYMENT REQUEST

\$700.00 **Amount Due:**

Account: 3000 2144 2714

Please pay by: September 29, 2023

Enclosed:

Ways to pay your nonenergy bill:





Same-day payment 866-329-9593

Discover® MasterCard® Visa® or eCheck



By mail Check, money order

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



In person
Cash, check, card
or money order

aries by authorized payment location Fee may apply

GO-READY Checklist **Natural Gas & Electric Request**



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival.

If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job. Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a c	ompleted ap	plication to Consumers	Energy Service Reques 1068046260	t, Rm. 122, 530 W Willow Si	t, Lansing MI 4	8906-4754
Service Address: 5353 PAI	RKVIEW A	VE, KALAMAZOC)			
Please check all requirements o upon completion when submitt					_	te information
				YES	N/A	
1. Has your payment been sub	mitted to	Consumers Ene	rgy?			
2. Has your gas meter location meter socket properly instal installation or alteration)?		-				
3. Has your electric meter been city/township inspector?	ı inspect	ed and approved	by the local			
4. Is the site at rough grade?						
5. Is a 12' wide path clear of de	bris and	construction eq	uipment?			
6. Site Ready Photo. Include p	hoto with	h Checklist.				
Making Consumers Energy awa identifying and indicating the factorial council underground facilities or the second council transfer or the second council tr	acility loc	ation reduces th	e risk of damage	s. Locate or expose		tely
	YES	N/A			YES	N/A
Septic tank (Existing or future)			Unde	erground yard lightir	ng 🗌	
Drain field (Existing or future)			Sprin	kler systems		
Well (Existing or future)			Elect	ronic dog fences		
Other: These facilities must be marked responsible for damage that occ before service installation.						
After services are installed, exca	vation wi	ll be backfilled. I	inal restoration i	s your responsibility.		
Thank you for your partnership!						
Printed Name:						
Signature:			Date:			

FORM 1250 3-2022 Page 1 of 1

OSHTEMO CHARTER TOWNSHIP KALAMAZOO COUNTY, MICHIGAN

RESOLUTION AUTHORIZING CONSUMERS ENERGY COMPANY TO MAKE CHANGES IN THE LIGHT SERVICE AS PROVIDED IN THE STANDARD LIGHT CONTRACT DATED OCTOBER 2, 2018

OCTOBER 24, 2023

- WHEREAS, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between Consumers Energy Company and Oshtemo Charter Township, dated October 2, 2018, in accordance with the Authorization for Change in Standard Lighting Contract;
- WHEREAS, on October 24, 2023, this Resolution authorizing Consumers Energy to make changes in the light service as provided in the Standard Light Contract dated October 2, 2018, was submitted to the Township Board for consideration;

NOW		O, the Oshtemo Charter Township Clerk, in norization for change on behalf of the Township Clerk.	-		er,				
forego	A motion was made byoing Resolution.	, and seconded by	_, to a	adopt	the				
	Upon roll call vote the following	voted "Aye":							
	The following voted "Nay":								
	The following were Absent:								
	The following Abstained:								
The M	Moderator declared the motion carri	ed and the Resolution duly adopted.							
		Dusty Farmer, Clerk							
		Oshtemo Charter Township							

	CERTIFICATE
STATE OF MICHIGAN)
) ss.
COLINTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held on October 24, 2023, which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of October, 2023.

Dusty Farmer, Clerk Oshtemo Charter Township

Memorandum

Date: 24 October 2023

To: Township Board

From: Greg McComb, Fire Chief & Sara Feister, Human

Resources Director

Subject: Fire Department Resident Intern Stipend



Objective

Requesting Board consideration to offer a Fire Department Resident Intern stipend of \$250.00 per paycheck, for an annual total of \$3,250.00, for the Resident Interns that live in the Fire Station full time. This stipend will provide them with consistent compensation to assist in the purchase of basic amenities throughout the month.

Background

The Resident Intern program was launched in 2011. Since then, we have had a total of sixteen (16) Resident Interns go through the program. Of those, fifteen (15) remained in a Public Safety profession, and seven (7) are still employed with Oshtemo Fire. The Resident Interns are assigned to one of the 48HR shifts, however, they are encouraged to live in the Fire Station full time. After their one year residency with us along with a completed special project given to them by us and KVCC, they receive 12 college credits towards their degree.

Current Compensation Information

Currently, Resident Interns receive an hourly rate of \$11.88 (increasing 3% on 01/01/24 to \$12.24 to mirror the raises in the CBA). Resident Interns do not get compensated on their shift days, but they are eligible for hourly compensation if they respond to calls or attend training on their off days.

Procedure Information

• A 'RESIDENT INTERN STIPEND' pay code shall be created and added to their employee profile to be paid with each payroll. Paid on Call payroll is run every 4 weeks (13 paychecks per year).

Information Attached

• Resident Intern Firefighter Job Description

Core Values

Public Service, Integrity

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: RESIDENT INTERN FIREFIGHTER

General Summary:

Under the general supervision of the Township Fire Chief or the direct supervision of an officer or senior firefighter. This position responds to emergency fire, rescue and medical service requests as part of a firefighting unit. Carries out a variety of tasks with relation to life safety, fire control and property conservation, using defined practices, procedures, standards and regulations. In addition, performs routine maintenance and cleaning of fire equipment and facilities. Must be physically fit to perform the duties of the job, and mentally capable of performing in stressful situations.

In addition to emergency response duties, this person shall perform various administrative functions within the Fire Department such as record keeping.

Unless extended by the Township, this is intended to be a one-year long learning assignment.

This is a non-exempt FLSA position.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in the fire station, vehicles, and outdoor settings in all weather conditions, including temperature extremes during day and night. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office-like settings and loud at an emergency scene.

Requirements:

- Must be 18 years of age or older.
- Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any State.

- No felony convictions or disqualifying criminal histories within the past ten (10) years.
- Must be able to read and write the English language.
- Must be of good moral character and of temperate and industrious habits.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this firefighting and rescue job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, walk, talk, climb and hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is required to climb stairs, stoop, kneel and crouch. The employee must have the ability to clearly hear and use telephones and other two-way communication devices, and must be able to distinguish between odors.

While performing the duties of this job, the employee will infrequently be required to balance on a 1 ½" beam, climb exterior ladders to a height of 100 feet, drag a weight of up to 145 pounds for a distance of 40 feet horizontally and up and down steps, wear physically constrictive and confining safety gear, maintain respirator certification by a medical professional and crawl into progressively confining spaces.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to recognize and identify similarities or differences between characteristics of colors, forms, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.

Ability to work under conditions where exposure to environmental factors such as temperature variations and extremes, odors, toxic agents, violence, noise, machinery, electrical current, wetness, disease and/or dust, may cause discomfort and where there is a significant risk of injury.

<u>Note</u>: The degree and frequency of physical demands versus clerical type duties will be dependent upon the specific rank. i.e. A chief officer will have a much lesser chance of engaging in strenuous physical activities associated with hands-on firefighting than that of a Lieutenant or firefighter.

Ref: NFPA 1001 and 1500. Oshtemo Township's Firefighter Entry Level Physical Performance Test.

Typical Responsibilities:

- 1. Is required to respond to and appropriately perform at all forms of emergencies.
- 2. Shall clean, maintain and repair all forms of fire department equipment, vehicles and

facilities as qualified and as directed to perform.

- 3. Once trained, will operate all forms of fire and emergency vehicles.
- 4. Operate fire, EMS and rescue-related equipment.
- 5. Enter immediately-dangerous-to-life-and-health (IDLH) environments.
- 6. Document events in reports handwritten and typed.
- 7. Accepts the responsibility for a variety of administrative functions.
- 8. In order to remain current on procedures and practices, employee shall participate in educational seminars, meetings and classes.
- 9. Works cooperatively with related Township, County and State agencies in relation to Fire and EMS services.
- 10. Performs a variety of other related duties as required or assigned.

Tools and Equipment Used Include:

- Motor vehicles large and small
- Two-way radio equipment
- Personal pager
- Personal computer and related equipment
- Calculator
- Telephone
- All types of EMS and fire equipment.

Minimum Employment Qualifications:

RESIDENCY REQUIREMENT (Paid On-Call and Intern position):

• Resident Interns are encouraged to occupy the residency within the fire station as provided by the Township.

VEHICLE DRIVERS LICENSE REQUIREMENT:

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

TELEPHONE SYSTEM:

• Must maintain either a wire line or cellular telephone system and provide that number to the Township.

EDUCATION:

• High School graduate or equivalent.

EXPERIENCE:

• This is an entry level position. No previous firefighting experience is required.

Qualifications:

Within a reasonable time of employment, the firefighter will meet the following requirements:

EDUCATION:

- Firefighter II
- Hazardous Materials Operations
- NIMS-ICS
- IS 100, 200, 700, 800
- Michigan Emergency Medical Responder or higher
 Note: Under special circumstances, these minimums may be temporarily waived.

Flexibility of Rank:

It is expected that it will be periodically necessary for members to temporarily perform the duties of position(s) higher or lower than their own during absences of that person. This will occur with no change in compensation. An exception to this is reflected in Oshtemo Charter Township *Employee Handbook*, Section 5.4.

Statement of Stipulation:

The previous information represents guidelines; alternative qualifications and conditions may be substituted if sufficient to perform the duties required by this position.

This rank description shall not be interpreted as all inclusive. It is intended to identify major responsibilities and requirements of this position. The incumbent will be required to perform job-related responsibilities and administrative functions / tasks other than those stated in this description.

This rank description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Effective Date: 04/13/2021

Memorandum

Date: 24 October 2023

To: Township Board

From: Sara Feister, Human Resources Director

Subject: Continued Discussion on an Enhanced HRM System



Objective

Requesting Board approval to move forward with ADP and begin the implementation of a new Human Resources Management System.

Background

The initial discussion regarding this new HRM system was on 09/26/23 at the Township Board Meeting. Per Board direction, more time was needed for the Board to make an informed decision. Additionally, Clerk Farmer & Treasurer Buszka requested to meet with ADP to gather more information specific to how this transition would affect their current payroll responsibilities. Two meetings were held: 10/05/23 & 10/12/23. Topics covered included general ledger coordination, reporting, applicant tracking, and payroll processing.

Financial Information

The total current cost of the HRM system and all things associated with payroll is as follows:

- 1. Annual Cost for BS&A HR Module (contract expires 07/31/24*): \$1,371.00
- 2. Annual Cost for BS&A Timesheets Module (contract expires 01/31/24*): \$986.00
- 3. Annual Cost for BS&A Payroll Module (contract expires 01/31/24*): \$1,766.00
 - *BS&A Contract: This agreement shall automatically renew for additional one-year terms unless either party provides the other with thirty days prior written notice of termination. The Township agrees that it is not entitled to any refund of fees paid under this agreement upon termination.
- 4. Average Annual Cost for Preparation of the 1099s & W2s: \$2,000.00

TOTAL: \$6,123.00

Per ADP, we are not billed anything until the program is live.

Attached Information Provided

1. Proposal from ADP (expires on 10/19/23)

Core Values

Sustainability, Innovation, Professionalism

Investment Summary Quote Number 02-2023-479674 4

Company Information

Oshtemo Charter Township 7275 W Main St Kalamazoo, MI 49009-8210 **United States**



Executive Contact

Sara Feister **HR** Director sfeister@oshtemo.org (269) 655-5731







Total Annual Investment

Expiration 10/19/2023

ADP Sales Associate

Tanner Christian MMDM tanner.christian@adp.com

^{**} The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

Appendix: History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION					
Check History	Includes: Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes.					
	History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).					
Pay Rate History	<i>Includes:</i> Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary.					
	History data will be loaded to an external viewer provided by ResNav Solutions (see below).					
Position History Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, For Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hour period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History day loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Ser available (see below).						
Benefits History (Employee Benefit Selection) Includes: Employee level Benefit selectiown data included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not included: Plan Type and Name, Coverage Le Enrollment Effective and Employee and						
	Automated Export Services are available (see below).					
Benefits / Dependent History	Includes: Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.					
	History data will be loaded to an external viewer provided by ResNav Solutions (see below).					
	Automated Export Services are available (see below).					
Time & Attendance History	Includes: Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details.					
	History data will be loaded to an external viewer provided by ResNav Solutions (see below).					
	Automated Export Services are available (see below).					
Employee Status History	Includes: Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons					

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf.

PART I - GENERAL

- 1. <u>Client Obligations.</u> Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law; and (c) Client has authority to provide under Applicable Law.
- 2. <u>ADP Obligations.</u> ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

- 3. <u>De-identification and Aggregation.</u> In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, reidentify any Client Personal Data.
- 4. <u>Transfers to Subprocessors.</u> ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at https://thebridge.adp.com/workforce-now/gdpr/m/media/634. Such list may be updated from time to time.

- 5. <u>Compliance Obligations.</u> ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.
- Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.
- 6. <u>Client Instructions.</u> When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.
- 7. <u>Assistance.</u> ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.
- 8. <u>Client Audit.</u> ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:
- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,
- (b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential

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Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

PART II - GDPR

- 9. <u>Scope.</u> This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.
- 10. <u>International Transfers</u>. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual

clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

- 11. <u>Additional Subprocessor Obligations</u>. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.
- 12. <u>ADP Privacy Code EU Authorization.</u> ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

- 13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.
- 14. <u>Scope.</u> This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

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Company Information

Oshtemo Charter Township 7275 W Main St Kalamazoo, MI 49009-8210 United States **Executive Contact**

Sara Feister HR Director <u>sfeister@oshtemo.orq</u> (269) 655-5731

Recurring Fees and Considerations

Number of Employees: 70 on Oshtemo Charter Township

	Per Processing	Count	Min	Base	Rate	Ri-Weekly	Annual
٩	Per Processing Workforce Now Payroll Solutions Essential Plus Payroll Enhanced HR Essential Learning Benefits Administration Recruitment and Talent Acquisition Recruiting Embedded Intelligence DataCloud Analytics	Count 70	Min -	Base \$60.00	Rate \$5.00	Bi-Weekly \$410.00	Annual \$10,660.00
	DataCloud Enhanced InsightsEmployment and Income VerificationEmployment Verification	96	-	-	-	\$0.00	\$0.00
##	Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
	Workforce Now Time and Attendance Essential Time	96	\$265.00	-	\$3.00	\$288.00	\$3,456.00
	Additional Jurisdiction (if applicable) International Employees Rate (if applicable) Courier Delivery (if applicable)		2+		\$11.00/mo \$3.10/mo \$20.00 pe	nth	
	Annual Processing	Count	Min	Base	Rate		Annual
	Year End Forms, W2s or 1099s	70	-	-	\$3.60		\$252.00
(S)	Total Annual Investment					Total	Annual
	Workforce Now Services					\$14,	368.00
Ø	Other Considerations Hardware and Other Fees		Cou	ınt	Rate		Setup
	 Professional Services: Pay Check History Co 	onversion	1		\$1,800.00	\$1	,800.00

\$2,000.00
Total Setup
\$12,500.00
(\$8,700.00)
\$3,800.00



\$2,923.44

Company Information

Oshtemo Charter Township 7275 W Main St Kalamazoo, MI 49009-8210 United States **Executive Contact**

Sara Feister HR Director <u>sfeister@oshtemo.orq</u> (269) 655-5731

Recurring Fees and Considerations

Number of Employees: 26 on Election Team

Workforce Now Services

Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Payroll Solutions Essential Plus Payroll Enhanced HR Essential Learning Benefits Administration Recruitment and Talent Acquisition DataCloud Analytics DataCloud Enhanced Insights	26	-	-	\$9.07	\$235.82	\$2,829.84
Additional Jurisdiction (if applicable)		2+ \$11.00/month		onth		
Annual Processing	Count	Min	Base	Rate		Annual
Year End Forms, W2s or 1099s	26	-	-	\$3.60		\$93.60
Total Annual Investment					Total	Annual

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Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to sfeister@oshtemo.org

Expiration Date: 10/19/2023

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary			
Estimated Annual Net Investment:	\$17,291.44	Total Net Implementation:	\$3,800.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.	Client: Oshtemo Charter Township
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- · Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Employee Case Resolution
- Online Reports and Pay Statements

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts

Essential Learning

- 50 pre-packaged high quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots

DataCloud Analytics

- Pre-Configured Key Performance
- Executive Dashboard

DataCloud Enhanced Insights

- Visual comparisons between your data and market averages
- Annual compensation explorer for deep compensation insight

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant
- Wisely Pay Card Services
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys
- Upload custom training content (employeecreated or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)
- Dependent & Beneficiary Tracking
- Employee Open Enrollment with Personalized Decision Support
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing
- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks
- Ability to Customize Additional KPIs
- Pay Equity Storyboard
- Filters to obtain granular benchmarks
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals



Workforce Now Included Services

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration