



1720 Riverview Drive  
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**Board of Trustees Regular Meeting Agenda  
For April 11, 2022 7:30 P.M.**

The "Regular Meeting" of the Board of Trustees of the *Charter Township of Kalamazoo* will be held at 7:30 p.m., on Monday, April 11, 2022, at the **Kalamazoo Township Hall** for the purpose of discussing and acting on the below listed items and any other business that may legally come before the Board of Trustees of the *Charter Township of Kalamazoo*.

Join Zoom Meeting

<https://us02web.zoom.us/j/88436400915?pwd=SmR1dUZ5dVJPS2lvOFBQR2JJeHliZz09>

Meeting ID: 884 3640 0915 Passcode: 341138

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Meeting ID: 884 3640 0915 Passcode: 341138

Find your local number: <https://us02web.zoom.us/j/88436400915?pwd=SmR1dUZ5dVJPS2lvOFBQR2JJeHliZz09>

**1 – Call to Order**

**2 – Pledge of Allegiance**

**3 – Roll Call of Board Members**

**4 – Addition/Deletions to Agenda** (Any member of the public, board, or staff may ask that any item on the consent agenda be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.)

**5 – Public Comment on Agenda and Non-agenda Items** (Each person may use three (3) minutes for remarks. If your remarks extend beyond the 3-minute time period, please provide your comments in writing and they will be distributed to the board. The public comment period is for the Board to listen to your comments. Please begin your comments with your name and address.)

**6 – Consent Agenda** (The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with in one Board Motion without discussion.)

**Approval of:**

- A. Minutes of the February 28, 2022, Board of Trustees Regular Meeting
- B. Payment of bills in the amount of: \$218,130.54

**Receipt of:**

- A. Check Disbursement Report – March 2022
- B. Check EFT Register – March 2022
- C. KABA Reports – March 2022
- D. Township Life Insurance Policy (Informational Only)

**7 – Public Hearing/Presentation**

**None for this meeting.**

**8 – Old Business**

- A. Request to Approve the Kalamazoo Charter Township Climate Action Plan
- B. Request to Approve the Kalamazoo Township Vehicle Purchase Policy

**9 – New Business**

- A. Request to Approve demolition work to be completed by Bailey Excavating for properties located at 1217 Pinehurst Blvd and 553 Gayle Ave.
- B. Request to Approve Purchase Order and Service Agreement with EPS for the upgrade and maintenance of fire alarm systems at Kalamazoo Township Fire Stations.

**10 – Items Removed from the Consent Agenda**

**11 – Board Member Reports**

Trustee Leuty  
Trustee Glass  
Trustee Moaiery  
Trustee Robinson  
Clerk Miller  
Treasurer Miller  
Supervisor Martin

**12 – Attorney Report**

**13 – Manager Report**

**14 – Public Comments**

**15 – Adjournment**

Posted: April 08, 2022

  
Dexter A. Mitchell, Manager  
Charter Township of Kalamazoo

**CHARTER TOWNSHIP OF KALAMAZOO  
BOARD OF TRUSTEES MEETING  
March 28, 2022**

The Regular Meeting of the Board of Trustees of the *Charter Township of Kalamazoo* was held on **Monday, March 28, 2022** at **7:30 p.m.** in the Board Room of the Charter Township of Kalamazoo Administration Building, 1720 Riverview Drive, Kalamazoo, MI 49004.

**Item 1            CALL TO ORDER**

Supervisor Martin called the meeting to order at 7:31 pm.

**Item 2            PLEDGE OF ALLEGIANCE**

Trustee Leuty led the Pledge of Allegiance.

**Item 3            ROLL CALL OF BOARD MEMBERS.**

Trustee Moaiery moved, seconded by Trustee Robinson, to excuse Trustee Glass. Motion carried.

**Item 4            ADDITIONS AND DELETIONS TO AGENDA**

None.

**Item 5            PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS**

None.

**Item 6            CONSENT AGENDA**

Clerk Miller moved, seconded by Trustee Leuty, to approve the consent agenda which included action on the following items:

**Approval of:**

- A. Minutes of March 14, 2022 Board of Trustees Regular Meeting
- B. Payment of Bills in the amount of \$73,557.72

**Receipt of:**

- A. 2021 Annual Fire Department Report
- B. January 2022 Monthly Fire Department Report
- C. February 2022 Monthly Fire Department Report
- D. February 2022 911 Summary Report
- E. February 2022 KABA Report
- F. January 2022 Treasurers Report
- G. January Revenue and Expense Report
- H. January Revenue and Expense Summary Report

**Roll Call vote (6-0), Motion carried.**

**Item 7            PUBLIC HEARING / PRESENTATION**

A presentation on electric vehicles (EVs) was given by WMU Physics Professor Paul Pancella.

Pancella stated that the time has come to think about the electrification of government fleets. EVs are not brand new – new vehicle sales are increasing exponentially, now 9% of vehicles sold world-wide.

Prices for electricity are lower and more stable than that of gasoline. Current fuel cost for electricity is equivalent to \$1.12 per gallon of gasoline.

Ford Mustang Mach-E has passed the Michigan State Police Evaluation. There are many models of EV pickup trucks on the market or coming.

Electric vehicles are better for local air quality, and large power plants are much better at controlling most pollutants. EVs contribute much less to climate change. An equivalent SUV would cut greenhouse gasses in half, given Consumers Energy current generation mix, which should improve over coming years.

Trustee Leuty asked about hybrid vehicles. Pancella said they may experience less savings, because you still need to maintain two separate power trains, while an EV is much simpler.

Trustee Moaiery asked about battery longevity. Pancella said we have not had current batteries for 20 years yet. Projections are for a battery lifespan of 200,000 to 300,000 miles, essentially the full expected life of the car.

Professor Steve Bertman joined the meeting by Zoom and added some comments.

**Item 8**            **UNFINISHED BUSINESS**

None.

**Item 9**            **NEW BUSINESS**

**Item 9A**           **REQUEST TO APPROVE DAMS AND ASSOCIATES STRATEGIC PLANNING SERVICES**

Manager Mitchell explained Peter Dams' proposal to hold a Board retreat. Supervisor Martin and Manager Mitchell met with Mr. Dams to put together the proposal. Clerk Miller said that a previous Board had used Mr. Dams' services, and our mutual comfort level is an advantage.

**Trustee Leuty moved, seconded by Treasurer Miller, to approve the agreement for strategic planning services. Roll Call vote (6-0), Motion carried.**

**Item 10**           **ITEMS REMOVED FROM THE CONSENT AGENDA**

None.

**Item 11      BOARD MEMBER REPORTS**

Trustee Leuty expressed his appreciation for the Police Department Awards Ceremony and 70<sup>th</sup> Anniversary Celebration. The teamwork of the Department was on display.

At the March Planning Commission meeting Peter Morrison shared that the state of Michigan has not addressed the issue of the high potency of current cannabis products. On Friday the Planning Commission will hold a Master Plan work session. The Fire Department report shows 2000 calls for service last year.

Trustee Moaiery echoed Trustee Leuty with thanks to the Police Department.

Supervisor Martin underlined Trustee Leuty’s comments about the Police and Fire Departments.

**Item 12      ATTORNEY’S REPORT**

Attorney Seeber reminded us of the MTA Conference. She has held us up as an example of use of special assessment districts.

**Item 13      MANAGER’S REPORT**

The Manager reported that he attended the Michigan Municipal League’s Lansing conference and met with our Rep. Julie Rogers. County ARPA funds may be shared with municipalities. He continues to meet with state police about Nichols Road speed limit. He also spoke about the Police Department Awards Ceremony.

**Item 14      PUBLIC COMMENT**

Nicolette Leigh, 3306 Nazareth Rd. met with Chief Ergang to discuss electric vehicles. He has tentatively agreed that he would like to start phasing these in starting with administrative vehicles.

**Item 15      ADJOURNMENT**

**Adjourned at 8:26 pm.**

**BOARD MEMBERS PRESENT:**

Supervisor Donald D. Martin  
Treasurer Sherine M. Miller  
Clerk Mark E. Miller  
Trustee Steven C. Leuty  
Trustee Lisa Moaiery  
Trustee Clara Robinson.

Respectfully submitted,

\_\_\_\_\_  
Mark E. Miller, Clerk

**ABSENT:**

Trustee Ashley Glass

Attested to by,

**ALSO PRESENT:**

Attorney Roxanne Seeber  
Manager Dexter Mitchell

\_\_\_\_\_  
Donald D. Martin, Supervisor

INVOICE REGISTER REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 EXP CHECK RUN DATES 04/12/2022 - 04/12/2022  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
88287998 35211	ABSOPURE WATER COMPANY ACCT #172898 206-336-740.00	04/12/2022 MONICAK	04/12/2022	34.75 34.75	34.75	Open	N 04/07/2022
88297273 35212	ABSOPURE WATER COMPANY ACCT #172902 206-336-740.00	04/12/2022 MONICAK	04/12/2022	27.90 27.90	27.90	Open	N 04/07/2022
032922 35199	BAUCKHAM, SPARKS, THALL, LEGAL SUPPORT 101-200-827.00 101-400-827.00 207-301-827.00 101-310-827.00 101-101-826.00	04/12/2022 MONICAK	04/12/2022	8,652.20 2,977.20 730.00 2,838.00 1,957.00 150.00	8,652.20	Open	N 04/07/2022
9085 35215	ABRAXAS ADMIN VAULT/POLICE RECORDS 207-301-811.00	04/12/2022 MONICAK	04/12/2022	468.85 468.85	468.85	Open	N 04/07/2022
10189523 35184	CTS TELECOM, INC. ACCT #00028255-5 101-200-922.00 207-301-811.00 206-336-922.01 206-336-922.02 206-336-922.03 206-336-922.04	04/12/2022 MONICAK	04/12/2022	2,848.00 200.00 550.00 450.00 748.00 450.00 450.00	2,848.00	Open	N 04/07/2022
203054101134 35203	CONSUMERS ENERGY ACCT #1000 2155 4991 101-751-921.00	04/12/2022 MONICAK	04/12/2022	31.07 31.07	31.07	Open	N 04/07/2022
206702403598 35204	CONSUMERS ENERGY ACCT #1000 2210 5132 206-336-921.02	04/12/2022 MONICAK	04/12/2022	485.74 485.74	485.74	Open	N 04/07/2022
202253203267 35205	CONSUMERS ENERGY ACCT #1000 2469 4752 206-336-921.03	04/12/2022 MONICAK	04/12/2022	29.24 29.24	29.24	Open	N 04/07/2022

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206702403597 35206	CONSUMERS ENERGY ACCT #1000 2210 4622 206-336-921.02 206-336-923.02	04/12/2022 MONICAK	04/12/2022	270.86	270.86	Open	N 04/07/2022
		UTILITIES - ELECTRIC		96.79			
		UTILITIES - NATURAL GAS		174.07			
206702403596 35207	CONSUMERS ENERGY ACCT #1000 2210 4390 206-336-923.02	04/12/2022 MONICAK	04/12/2022	518.66	518.66	Open	N 04/07/2022
		UTILITIES - NATURAL GAS		518.66			
207146623653 35208	CONSUMERS ENERGY ACCT #1000 0033 6162 206-336-923.03	04/12/2022 MONICAK	04/12/2022	359.37	359.37	Open	N 04/07/2022
		UTILITIES - NATURAL GAS		359.37			
201007679011 35209	CONSUMERS ENERGY ACCT #1000 2469 5296 206-336-921.03	04/12/2022 MONICAK	04/12/2022	136.18	136.18	Open	N 04/07/2022
		UTILITIES - ELECTRIC		136.18			
206524475547 35235	CONSUMERS ENERGY ACCT #1000 0018 2830 219-448-921.00	04/12/2022 MONICAK	04/12/2022	13,971.16	13,971.16	Open	N 04/07/2022
		UTILITIES - ELECTRIC		13,971.16			
203232123801 35236	CONSUMERS ENERGY ACCT #1030 2066 4423 219-448-921.00	04/12/2022 MONICAK	04/12/2022	4,562.56	4,562.56	Open	N 04/07/2022
		UTILITIES - ELECTRIC		4,562.56			
149051 35192	DLZ MICHIGAN, INC PRORESS BILLING 811-440-975.01	04/12/2022 MONICAK	04/12/2022	58,040.50	58,040.50	Open	N 04/07/2022
		BUILDINGS - EASTWOOD STATION		58,040.50			
2338298-0 35195	INTEGRITY BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES 101-200-727.00	04/12/2022 MONICAK	04/12/2022	449.39	449.39	Open	N 04/07/2022
		OFFICE SUPPLIES		449.39			
2338680-0 35222	INTEGRITY BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES 207-301-727.00	04/12/2022 MONICAK	04/12/2022	163.68	163.68	Open	N 04/07/2022
		OFFICE SUPPLIES		163.68			
109901 35196	JBM TECHNOLOGY TOWNSHIP APPAREL 101-200-740.00	04/12/2022 MONICAK	04/12/2022	141.00	141.00	Open	N 04/07/2022
		OPERATING SUPPLIES		141.00			

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22-06-03 35197	KALAMAZOO AREA BUILDING AUTHORITY PROPERTY INSPECTIONS 101-310-811.00 PURCHASED SERVICE	04/12/2022 MONICAK	04/12/2022	600.00 600.00	600.00	Open	N 04/07/2022
53684 35178	ROAD COMMISSION OF KALAMAZOO COUNTY LAKE ST RECONSTRUCT/DRAINAGE 883-520-973.00 CONSTRUCTION COSTS	04/12/2022 MONICAK	04/12/2022	1,289.46 1,289.46	1,289.46	Open	N 04/07/2022
0010278816 35191	MLIVE MEDIA GROUP NOTICES 101-400-903.00 NOTICES	04/12/2022 MONICAK	04/12/2022	499.75 499.75	499.75	Open	N 04/07/2022
41648 35223	KRESA PRINT CENTER BUSINESS CARDS 207-301-740.00 OPERATING SUPPLIES	04/12/2022 MONICAK	04/12/2022	50.54 50.54	50.54	Open	N 04/07/2022
A814662 35239	ENGINEERED PROTECTION SYSTEMS, INC. MONITORING 101-200-811.00 PURCHASED SERVICE	04/12/2022 MONICAK	04/12/2022	344.76 344.76	344.76	Open	N 04/07/2022
A814502 35240	ENGINEERED PROTECTION SYSTEMS, INC. MONITORING 206-336-811.00 PURCHASED & MAINT. SERVICE	04/12/2022 MONICAK	04/12/2022	104.22 104.22	104.22	Open	N 04/07/2022
A814504 35241	ENGINEERED PROTECTION SYSTEMS, INC. MONITORING 206-336-811.00 PURCHASED & MAINT. SERVICE	04/12/2022 MONICAK	04/12/2022	104.22 104.22	104.22	Open	N 04/07/2022
A814488 35242	ENGINEERED PROTECTION SYSTEMS, INC. MONITORING 206-336-811.00 PURCHASED & MAINT. SERVICE	04/12/2022 MONICAK	04/12/2022	104.22 104.22	104.22	Open	N 04/07/2022
A814503 35243	ENGINEERED PROTECTION SYSTEMS, INC. MONITORING 206-336-811.00 PURCHASED & MAINT. SERVICE	04/12/2022 MONICAK	04/12/2022	104.22 104.22	104.22	Open	N 04/07/2022
040122 35183	KRWWC MEMBERSHIP DUES 883-520-732.00 DUES/SUBS/PUBL 871-441-732.00 DUES/SUBS/PUBL	04/12/2022 MONICAK	04/12/2022	25,000.00 11,250.00 13,750.00	25,000.00	Open	N 04/07/2022



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IN185170 35227	KIESLER'S POLICE SUPPLY, INC. SLINGS 207-301-956.00	04/12/2022 MONICAK	04/12/2022	159.25	159.25	Open	N 04/07/2022
	MISC. EXPENSE			159.25			
IN185938 35228	KIESLER'S POLICE SUPPLY, INC. GRIPS 207-301-956.00	04/12/2022 MONICAK	04/12/2022	80.35	80.35	Open	N 04/07/2022
	MISC. EXPENSE			80.35			
IN185160 35229	KIESLER'S POLICE SUPPLY, INC. GUARDS/LIGHTS 207-301-956.00	04/12/2022 MONICAK	04/12/2022	235.35	235.35	Open	N 04/07/2022
	MISC. EXPENSE			235.35			
N9354294 35237	QUADIENT LEASING USA, INC. LEASE PYMT 101-200-811.00	04/12/2022 MONICAK	04/12/2022	566.58	566.58	Open	N 04/07/2022
	PURCHASED SERVICE			566.58			
67254 35180	MENARDS - KALAMAZOO EAST MISC SUPPLIES 101-265-740.00	04/12/2022 MONICAK	04/12/2022	69.99	69.99	Open	N 04/07/2022
	OPERATING SUPPLIES			69.99			
67314 35181	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-934.00	04/12/2022 MONICAK	04/12/2022	12.97	12.97	Open	N 04/07/2022
	MAINT. - MACHINE			12.97			
67530 35182	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-740.00	04/12/2022 MONICAK	04/12/2022	68.48	68.48	Open	N 04/07/2022
	OPERATING SUPPLIES			68.48			
67896 35213	MENARDS - KALAMAZOO EAST MISC SUPPLIES 206-336-747.00	04/12/2022 MONICAK	04/12/2022	32.98	32.98	Open	N 04/07/2022
	SMALL TOOLS & EQUIPMENT			32.98			
2919 35200	PLERUS AV SUPPLIES 101-215-727.00	04/12/2022 MONICAK	04/12/2022	2,351.04	2,351.04	Open	N 04/07/2022
	OFFICE SUPPLIES			2,351.04			
125830 35214	MTA CLASSIFIED AD 101-175-732.00	04/12/2022 MONICAK	04/12/2022	30.00	30.00	Open	N 04/07/2022
	DUES/SUBS/PUBL			30.00			

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INV-02066-W5X8T3							
35198	ECF DATA, LLC OFFICE 365 101-200-742.00 207-301-742.00	04/12/2022 MONICAK	04/12/2022	850.00	850.00	Open	N 04/07/2022
		SOFTWARE PROGRAMS/FEES		425.00			
		SOFTWARE PROGRAMS		425.00			
01412421							
35201	PURITY CYLINDER, INC. QUARTERLY CYLINDER RENT 206-336-740.00	04/12/2022 MONICAK	04/12/2022	136.75	136.75	Open	N 04/07/2022
		OPERATING SUPPLIES		136.75			
359532							
35210	ROTO-ROOTER SERVICE 206-336-811.00	04/12/2022 MONICAK	04/12/2022	257.45	257.45	Open	N 04/07/2022
		PURCHASED & MAINT. SERVICE		257.45			
0553							
35202	SHARP SHOP SHARPENING/DRUM KIT 206-336-934.00	04/12/2022 MONICAK	04/12/2022	52.79	52.79	Open	N 04/07/2022
		MAINT. - MACHINE		52.79			
T888309							
35234	CDW GOVERNMENT, INC. NETWORK UPGRADE 402-265-975.00	04/12/2022 MONICAK	04/12/2022	44,164.00	44,164.00	Open	N 04/07/2022
		BUILDING IMPROVEMENTS		44,164.00			
551-598876							
35217	STATE OF MICHIGAN DRY GAS SHIPMENT 207-301-782.00	04/12/2022 MONICAK	04/12/2022	30.00	30.00	Open	N 04/07/2022
		INVESTIGATIVE OPERATIONS		30.00			
551-599118							
35231	STATE OF MICHIGAN SOR REGISTRATIONS 217-301-956.01	04/12/2022 MONICAK	04/12/2022	120.00	120.00	Open	N 04/07/2022
		SOR EXPENSE		120.00			
551-599473							
35230	STATE OF MICHIGAN LIVESCAN FEES 217-301-956.00	04/12/2022 MONICAK	04/12/2022	778.50	778.50	Open	N 04/07/2022
		LIVESCAN EXPENSE		778.50			
124493701							
35233	SUNBELT RENTALS, INC. DEMO HAMMER 101-265-945.00	04/12/2022 MONICAK	04/12/2022	88.62	88.62	Open	N 04/07/2022
		RENTALS - EQUIPMENT		88.62			
52665							
35221	THE SIGN SHOP VINYL/MAGNETICS 207-301-740.00	04/12/2022 MONICAK	04/12/2022	229.00	229.00	Open	N 04/07/2022
		OPERATING SUPPLIES		229.00			

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030222 35179	ADVANCED RADIOLOGY SERVICES ACCT #ARS.B101445866 101-200-914.00	04/12/2022 MONICAK HEALTH MGMT	04/12/2022	41.00 41.00	41.00	Open	N 04/07/2022
3097117 35186	TRILLIUM STAFFING, INC. CLIENT #138371 101-200-811.00	04/12/2022 MONICAK PURCHASED SERVICE	04/12/2022	817.70 817.70	817.70	Open	N 04/07/2022
S0015751 35220	EMERGENCY VEHICLE PRODUCTS EQUIPMENT REMOVAL 810-440-983.00	04/12/2022 MONICAK NEW EQUIPMENT	04/12/2022	575.00 575.00	575.00	Open	N 04/07/2022
S0015815 35225	EMERGENCY VEHICLE PRODUCTS INSTALL EQUIPMENT 810-440-983.00	04/12/2022 MONICAK NEW EQUIPMENT	04/12/2022	2,745.33 2,745.33	2,745.33	Open	N 04/07/2022
26055771 35218	DORRANCE FORD OIL CHANGE 207-301-939.00	04/12/2022 MONICAK MAINT. - VEHICLE	04/12/2022	43.91 43.91	43.91	Open	N 04/07/2022
26055791 35219	DORRANCE FORD OIL CHANGE 207-301-939.00	04/12/2022 MONICAK MAINT. - VEHICLE	04/12/2022	43.92 43.92	43.92	Open	N 04/07/2022
26055893 35224	DORRANCE FORD OIL CHANGE 207-301-939.00	04/12/2022 MONICAK MAINT. - VEHICLE	04/12/2022	47.77 47.77	47.77	Open	N 04/07/2022
9B9483 35216	PORTAGE CLEANERS AND LAUNDRY CLEANING 207-301-749.00 206-336-811.00	04/12/2022 MONICAK UNIFORM CLEANING PURCHASED & MAINT. SERVICE	04/12/2022	211.80 206.06 5.74	211.80	Open	N 04/07/2022
01974 35187	LOWE'S COMPANIES, INC. MISC SUPPLIES 101-265-740.00	04/12/2022 MONICAK OPERATING SUPPLIES	04/12/2022	30.36 30.36	30.36	Open	N 04/07/2022
76825 35188	LOWE'S COMPANIES, INC. MISC SUPPLIES 206-336-931.00	04/12/2022 MONICAK MAINT. - BUILDING	04/12/2022	434.34 434.34	434.34	Open	N 04/07/2022

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76826 35189	LOWE'S COMPANIES, INC. MISC SUPPLIES 206-336-931.00	04/12/2022 MONICAK	04/12/2022	1,884.96	1,884.96	Open	N 04/07/2022
	MAINT. - BUILDING			1,884.96			
5843 35193	MMTA MEMBERSHIP - MILLER 101-253-732.00	04/12/2022 MONICAK	04/12/2022	75.00	75.00	Open	N 04/07/2022
	DUES/SUBS/PUBL			75.00			
5861 35194	MMTA REGISTRATION - MILLER 101-253-862.00	04/12/2022 MONICAK	04/12/2022	325.00	325.00	Open	N 04/07/2022
	TRAVEL - CONFERENCES			325.00			
22108 35190	MOSES FIRE EQUIPMENT, INC. VALVE WITH HANDLE 206-336-939.00	04/12/2022 MONICAK	04/12/2022	382.93	382.93	Open	N 04/07/2022
	MAINT. - VEHICLE			382.93			
0249-007433892 35238	REPUBLIC SERVICES #249 ACCT #3-0249-0303078 226-527-811.00	04/12/2022 MONICAK	04/12/2022	39,951.78	39,951.78	Open	N 04/07/2022
	SOLID WASTE			39,951.78			
033122 35226	KATHLEEN FOLDENAUER TAILORING 207-301-748.00	04/12/2022 MONICAK	04/12/2022	110.00	110.00	Open	N 04/07/2022
	UNIFORMS/PERSONAL EQUIPMENT			110.00			
015870803 35185	XEROX CORPORATION CUSTOMER #724921614 101-200-811.00	04/12/2022 MONICAK	04/12/2022	332.61	332.61	Open	N 04/07/2022
	PURCHASED SERVICE			332.61			
0158870802 35232	XEROX CORPORATION CUSTOMER #724921614 207-301-811.00	04/12/2022 MONICAK	04/12/2022	370.53	370.53	Open	N 04/07/2022
	PURCHASED SERVICE			370.53			
# of Invoices:	66	# Due:	66	Totals:	218,130.54	218,130.54	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					218,130.54	218,130.54	

User: MONICAK

EXP CHECK RUN DATES 04/12/2022 - 04/12/2022

DB: Kalamazoo Twp

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL			13,233.07	13,233.07		
	206 - FIRE			7,646.97	7,646.97		
	207 - POLICE			6,052.21	6,052.21		
	217 - LIVESCAN/SOR			898.50	898.50		
	219 - STREET LIGHTS			18,533.72	18,533.72		
	226 - RUBBISH COLLECTION FUND			39,951.78	39,951.78		
	402 - TWP BUILDING & GROUNDS IMPRC			44,164.00	44,164.00		
	810 - POLICE CAPITAL IMPROVEMENT			3,320.33	3,320.33		
	811 - FIRE CAPITAL IMPROVEMENT			58,040.50	58,040.50		
	871 - WATER IMPROVEMENT			13,750.00	13,750.00		
	883 - SEWER IMPROVEMENT			12,539.46	12,539.46		
--- TOTALS BY DEPT/ACTIVITY ---							
	101 - LEGISLATIVE			150.00	150.00		
	175 - MANAGER			30.00	30.00		
	200 - GENERAL SERVICES_ADMIN			6,295.24	6,295.24		
	215 - CLERK			2,351.04	2,351.04		
	253 - TREASURER			400.00	400.00		
	265 - MAINTENANCE			44,352.97	44,352.97		
	301 - POLICE			6,950.71	6,950.71		
	310 - ENFORCEMENT (ORD, UNSAFE BDG			2,557.00	2,557.00		
	336 - FIRE			7,646.97	7,646.97		
	400 - PLANNING/ZONING			1,229.75	1,229.75		
	440 - CAPTIAL IMPROVEMENT			61,360.83	61,360.83		
	441 - WATER IMPROVEMENT			13,750.00	13,750.00		
	448 - STREET LIGHTS			18,533.72	18,533.72		
	520 - SEWER IMPROVEMENT			12,539.46	12,539.46		
	527 - RUBBISH COLLECTION/DISPOSAL			39,951.78	39,951.78		
	751 - RECREATION			31.07	31.07		

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/01/2022	ERAD	10491	022122	ROBERT A NEMECEK	HIDTA MONEY		** VOIDED **
03/01/2022	ERAD	10492	70786-814-1-5B61	NJ CRIMINAL INTERDICTION LLC	HIDTA MONEY	727-000-271.00	225.00
03/02/2022	POOL	49703	04208515	PREMIER SAFETY	OPERATING SUPPLIES	206-336-740.00	187.74
03/02/2022	POOL	49704	020422A	BRONSON HEALTHCARE GROUP	HEALTH MGMT	101-200-914.00	260.40
		49704	020422		HEALTH MGMT	207-301-914.00	616.86
		49704	020422A		HEALTH MGMT	207-301-914.00	646.91
							<u>1,524.17</u>
03/02/2022	POOL	49705	8947	ABRAXAS	PURCHASED SERVICE	101-200-811.00	3,131.80
		49705	8957		PURCHASED SERVICE	101-200-811.00	270.00
							<u>3,401.80</u>
03/02/2022	POOL	49706	203054032696	CONSUMERS ENERGY	UTILITIES - ELECTRIC	206-336-921.04	563.92
		49706	206969149566		UTILITIES - NATURAL GAS	206-336-923.04	960.61
		49706	201897159337		UTILITIES - ELECTRIC	883-520-921.00	37.90
							<u>1,562.43</u>
03/02/2022	POOL	49707	10561293197	DELL MARKETING, L.P.	OPERATING SUPPLIES	101-175-740.00	1,482.38
03/02/2022	POOL	49708	146992	DLZ MICHIGAN, INC	BUILDINGS - EASTWOOD STATION	811-440-975.01	44,382.50
03/02/2022	POOL	49709	0095704021622	CHARTER COMMUNICATIONS	UTILITIES - CABLE/INTERNET	206-336-922.01	150.65
		49709	0026212021622		UTILITIES - CABLE/INTERNET	206-336-922.04	150.65
							<u>301.30</u>
03/02/2022	POOL	49710	2046908	GORDON WATER	OPERATING SUPPLIES	207-301-740.00	69.39
03/02/2022	POOL	49711	4435-758791	HARMON GLASS DOCTOR	MAINT. - VEHICLE	206-336-939.00	100.00
03/02/2022	POOL	49712	2304594-0	INTEGRITY BUSINESS SOLUTIONS,	OFFICE SUPPLIES	101-200-727.00	55.56
		49712	2298191-1		OFFICE SUPPLIES	101-200-727.00	18.60
		49712	2318786-0		OFFICE SUPPLIES	207-301-727.00	236.99
							<u>311.15</u>
03/02/2022	POOL	49713	52638	JB PRINTING COMPANY	OFFICE SUPPLIES	101-200-727.00	302.50
		49713	52638		PURCHASED SERVICE	101-200-811.00	340.00
		49713	52638		NOTICES AND PUBLICATIONS	101-200-903.00	835.80
		49713	52638		OFFICE SUPPLIES	101-209-727.00	302.50
		49713	52638		POSTAGE	101-209-730.00	283.40
							<u>2,064.20</u>
03/02/2022	POOL	49714	INV-OH66-168	BREATHING AIR SYSTEMS	PURCHASED & MAINT. SERVICE	206-336-811.00	1,123.14

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/02/2022	POOL	49715	021422B	KALAMAZOO CITY TREASURER	UTILITIES - WATER	206-336-927.01	182.25
		49715	021422		UTILITIES - WATER	206-336-927.02	76.15
		49715	021422A		UTILITIES - WATER	206-336-927.02	139.82
							398.22
03/02/2022	POOL	49716	020922	KALAMAZOO COUNTY TREASURER	TAX ADMIN FEE	101-000-651.00	1.06
		49716	020922A		TAX ADMIN FEE	101-000-651.00	4.11
		49716	020922B		TAX ADMIN FEE	101-000-651.00	0.96
		49716	020922C		TAX ADMIN FEE	101-000-651.00	1.04
							7.17
03/02/2022	POOL	49717	021522	KALAMAZOO OIL CO.	GAS & OIL	207-301-751.00	2,977.08
03/02/2022	POOL	49718	IN183170	KIESLER'S POLICE SUPPLY, INC.	UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	66.50
03/02/2022	POOL	49719	37330	R.W. LAPINE, INC.	PURCHASED & MAINT. SERVICE	206-336-811.00	425.00
		49719	37224		PURCHASED & MAINT. SERVICE	206-336-811.00	425.00
							850.00
03/02/2022	POOL	49720	65576	MENARDS - KALAMAZOO EAST	OPERATING SUPPLIES	206-336-740.00	109.90
		49720	65561		OPERATING SUPPLIES	206-336-740.00	5.03
		49720	64761		OPERATING SUPPLIES	206-336-740.00	159.21
		49720	65249		MAINT. - BUILDING	206-336-931.00	126.83
		49720	65286		MAINT. - BUILDING	206-336-931.00	65.13
		49720	64879		MAINT. - BUILDING	206-336-931.00	60.85
		49720	64827		MAINT. - BUILDING	206-336-931.00	276.35
		49720	64719		MAINT. - BUILDING	206-336-931.00	119.89
		49720	64675		MAINT. - BUILDING	206-336-931.00	265.92
		49720	65043		MAINT. - BUILDING	206-336-931.00	92.97
		49720	65048		MAINT. - BUILDING	206-336-931.00	25.39
		49720	65170		MAINT. - BUILDING	206-336-931.00	264.66
		49720	65173		MAINT. - BUILDING	206-336-931.00	4.99
		49720	65228		MAINT. - BUILDING	206-336-931.00	427.43
							2,004.55
03/02/2022	POOL	49721	269342197102I	AT&T	TELEPHONE	206-336-853.00	1,456.51
03/02/2022	POOL	49722	02192022	AT&T MOBILITY	TELEPHONE	206-336-853.00	395.92
03/02/2022	POOL	49723	3467	ROBERT LAMSON, LLC	EMPLOYMENT TESTING	207-301-812.00	415.00
03/02/2022	POOL	49724	19030636	MCKESSON MEDICAL SURGICAL	OPERATING SUPPLIES	206-336-740.00	509.38
		49724	19031592		OPERATING SUPPLIES	206-336-740.00	22.44
		49724	19075927		SMALL TOOLS & EQUIPMENT	206-336-747.00	623.00





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 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/02/2022	POOL	49740	802440	MCDONALD'S TOWING	MAINT. - VEHICLE	207-301-939.00	55.00
		49740	804071		MAINT. - VEHICLE	207-301-939.00	75.00
							130.00
03/03/2022	ERAD	10493	5922874	BEST BUY BUSINESS ADVANTAGE A	FORFEITURE - OPR	727-000-253.00	676.33
03/03/2022	ERAD	10494	5951	LENS EQUIPMENT	HIDTA MONEY	727-000-271.00	4,085.50
03/03/2022	ERAD	10495	269962174702B	AT&T	FORFEITURE - OPR	727-000-253.00	60.17
03/03/2022	ERAD	10496	021622	MIDDLEVILLE ASSOCIATES, LLC	HIDTA MONEY	727-000-271.00	2,200.00
03/03/2022	ERAD	10497	3561	POP'S TOWING AND RECOVERY LLC	FORFEITURE - OPR	727-000-253.00	127.00
03/03/2022	ERAD	10498	9899742643	VERIZON WIRELESS	FORFEITURE - OPR	727-000-253.00	335.63
03/03/2022	ERAD	10499	79139807	WEX BANK	FORFEITURE - OPR	727-000-253.00	1,229.17
03/03/2022	ERAD	10500	030122	SUSAN A MCCARTHY	FORFEITURE - OPR	727-000-253.00	40.00
03/03/2022	ERAD	10501	030222	SOUTHWEST ENFORCEMENT	FORFEITURE - OPR	727-000-253.00	8,385.24
03/03/2022	TAX	2100	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.20
03/03/2022	TAX	2101	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.20
03/03/2022	TAX	2102	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	2.00
03/03/2022	TAX	2103	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.94
03/03/2022	TAX	2104	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.50
03/03/2022	TAX	2105	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.03
03/03/2022	TAX	2106	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.18
03/03/2022	TAX	2107	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.06
03/03/2022	TAX	2108	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.01
03/03/2022	TAX	2109	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.73
03/03/2022	TAX	2110	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.03
03/03/2022	TAX	2111	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.05
03/03/2022	TAX	2112	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.09
03/03/2022	TAX	2113	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.01
03/03/2022	TAX	2114	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.50
03/03/2022	TAX	2115	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.38

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

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03/03/2022	TAX	2116	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.01
03/03/2022	TAX	2117	03/03/2022	KALAMAZOO TOWNSHIP	REFUND	704-000-230.00	0.12
03/11/2022	ERAD	10502	022122A	ROBERT A NEMECEK	HIDTA MONEY	727-000-271.00	533.07
03/11/2022	ERAD	10503	031022	SAM'S CLUB	FORFEITURE - OPR	727-000-253.00	62.08
03/11/2022	ERAD	10504	2200003253	CITY OF SPRINGFIELD	FORFEITURE - OPR	727-000-253.00	467.00
03/11/2022	ERAD	10505	2142	TWP. OF KALAMAZOO/SHERINE MIL	FORFEITURE - OPR	727-000-253.00	324.93
03/11/2022	ERAD	10506	120578168	ROSE PEST SOLUTIONS	FORFEITURE - OPR	727-000-253.00	80.00
03/11/2022	POOL	49741	205990699613	CONSUMERS ENERGY	UTILITIES - NATURAL GAS	101-200-923.00	3,412.04
		49741	201363254472		UTILITIES - ELECTRIC	206-336-921.01	29.36
		49741	201363254471		UTILITIES - ELECTRIC	206-336-921.01	545.42
		49741	201363254471		UTILITIES - NATURAL GAS	206-336-923.01	805.78
							4,792.60
03/11/2022	POOL	49742	0614877022322	CHARTER COMMUNICATIONS	UTILITIES - CABLE/INTERNET	101-200-922.00	293.89
		49742	0284753030122		UTILITIES - CABLE/INTERNET	206-336-922.01	109.99
		49742	0100199030122		UTILITIES - CABLE/INTERNET	206-336-922.02	56.82
		49742	0026220030122		UTILITIES - CABLE/INTERNET	206-336-922.02	142.89
		49742	0284811030122		UTILITIES - CABLE/INTERNET	206-336-922.02	109.99
		49742	0025941030122		UTILITIES - CABLE/INTERNET	206-336-922.03	99.52
		49742	0284829030122		UTILITIES - CABLE/INTERNET	206-336-922.04	109.99
							923.09
03/11/2022	POOL	49743	2590	FURNITURE CITY BROADCASTING	CTOWER RENT - RAVINE ROAD	207-301-931.65	1,622.40
03/11/2022	POOL	49744	022822B	KALAMAZOO OIL CO.	GAS & OIL	101-265-751.00	606.36
		49744	022822A		GAS & OIL	206-336-751.00	1,847.58
		49744	082822		GAS & OIL	207-301-751.00	2,714.45
							5,168.39
03/11/2022	POOL	49745	3095643	TRILLIUM STAFFING, INC.	PURCHASED SERVICE	101-200-811.00	553.52
03/11/2022	POOL	49746	0249-007394799	REPUBLIC SERVICES #249	UTILITIES - WASTE/RECYCLE	101-200-924.00	342.91
		49746	0249-007394875		UTILITIES - WASTE/RECYCLE	101-200-924.00	72.41
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	101-276-924.00	52.25
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	101-751-924.00	45.50
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	206-336-924.01	86.70
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	206-336-924.02	86.70
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	206-336-924.03	22.75
		49746	0249-007394799		UTILITIES - WASTE/RECYCLE	206-336-924.04	86.70
		49746	0249-007399790		SOLID WASTE	226-527-811.00	39,951.78

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							40,747.70
03/11/2022	POOL	49747	030122	TRANSUNION RISK AND ALTERNATI	INVESTIGATIVE OPERATIONS	207-301-782.00	75.00
03/15/2022	POOL	49748	2902	PLERUS	POSTAGE	101-215-730.00	863.39
03/17/2022	POOL	49749	02242022	ACCIDENT FUND COMPANY	WORKER'S COMP.	101-200-913.00	1,032.00
		49749	02242022		INSURANCE - WORKERS COMP	206-336-913.00	9,288.00
		49749	02242022		WORKER'S COMP.	207-301-913.00	15,480.00
							25,800.00
03/17/2022	POOL	49750	59202148	ABSOPURE WATER COMPANY	OPERATING SUPPLIES	206-336-740.00	14.00
		49750	59202216		OPERATING SUPPLIES	206-336-740.00	14.00
		49750	88252981		OPERATING SUPPLIES	206-336-740.00	34.75
		49750	59202217		OPERATING SUPPLIES	206-336-740.00	7.00
		49750	88277190		OPERATING SUPPLIES	206-336-740.00	13.90
		49750	88262182		OPERATING SUPPLIES	206-336-740.00	6.95
							90.60
03/17/2022	POOL	49751	022422	BAUCKHAM, SPARKS, THALL,	LEGAL SERVICES-BD. MEET.	101-101-826.00	990.00
		49751	022422		LEGAL SERVICES - GEN TWP	101-200-827.00	1,267.46
		49751	022422		LEGAL SERVICES - GEN TWP	101-310-827.00	3,100.00
		49751	022422		LEGAL SERVICES - GEN TWP	101-400-827.00	900.00
		49751	022422		LEGAL SERVICES - GEN TWP	207-301-827.00	649.00
							6,906.46
03/17/2022	POOL	49752	153303	BERGER CHEVROLET	NEW EQUIPMENT	810-440-983.00	32,793.00
03/17/2022	POOL	49753	10187938	CTS TELECOM, INC.	UTILITIES - CABLE/INTERNET	101-200-922.00	200.00
		49753	10187938		UTILITIES - CABLE/INTERNET	206-336-922.01	450.00
		49753	10187938		UTILITIES - CABLE/INTERNET	206-336-922.02	748.00
		49753	10187938		UTILITIES - CABLE/INTERNET	206-336-922.03	450.00
		49753	10187938		UTILITIES - CABLE/INTERNET	206-336-922.04	450.00
		49753	10187938		PURCHASED SERVICE	207-301-811.00	550.00
							2,848.00
03/17/2022	POOL	49754	204744894315	CONSUMERS ENERGY	UTILITIES - ELECTRIC	101-751-921.00	31.88
		49754	206613428355		UTILITIES - ELECTRIC	206-336-921.02	119.35
		49754	206613428356		UTILITIES - ELECTRIC	206-336-921.02	447.66
		49754	201719199303		UTILITIES - ELECTRIC	206-336-921.03	29.36
		49754	201185320995		UTILITIES - ELECTRIC	206-336-921.03	157.45
		49754	206613428355		UTILITIES - NATURAL GAS	206-336-923.02	314.09
		49754	206613428354		UTILITIES - NATURAL GAS	206-336-923.02	713.56
		49754	207058004390		UTILITIES - NATURAL GAS	206-336-923.03	470.26

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							2,283.61
03/17/2022	POOL	49755	202876070538	CONSUMERS ENERGY	UTILITIES - ELECTRIC	219-448-921.00	4,480.07
		49755	203321042655		UTILITIES - ELECTRIC	219-448-921.00	14,026.64
							18,506.71
03/17/2022	POOL	49756	901370	STEENSMA LAWN & POWER EQUIPME	SMALL TOOLS & EQUIPMENT	206-336-747.00	65.64
		49756	902081		MAINT. - MACHINE	206-336-934.00	90.26
							155.90
03/17/2022	POOL	49757	133959	IMAGETREND, INC.	SOFTWARE PROGRAMS	206-336-742.00	1,311.27
03/17/2022	POOL	49758	WK072863	FERGUSON FACILITIES #3400	OPERATING SUPPLIES	101-265-740.00	806.16
03/17/2022	POOL	49759	156796	FIRE SAFETY USA, INC.	OPERATING SUPPLIES	206-336-740.00	652.50
03/17/2022	POOL	49760	2327702-0	INTEGRITY BUSINESS SOLUTIONS,	OFFICE SUPPLIES	101-200-727.00	487.46
		49760	2314339-1		OFFICE SUPPLIES	101-200-727.00	28.70
		49760	2314339-0		OFFICE SUPPLIES	101-200-727.00	36.79
							552.95
03/17/2022	POOL	49761	52902	JB PRINTING COMPANY	OFFICE SUPPLIES	101-215-727.00	39.00
03/17/2022	POOL	49762	22-06-02	KALAMAZOO AREA BUILDING AUTHO	PURCHASED SERVICE	101-310-811.00	600.00
03/17/2022	POOL	49763	0010241906	MLIVE MEDIA GROUP	NOTICES	101-209-903.00	821.80
03/17/2022	POOL	49764	37570	R.W. LAPINE, INC.	PURCHASED & MAINT. SERVICE	206-336-811.00	190.50
		49764	37577		PURCHASED & MAINT. SERVICE	206-336-811.00	142.00
							332.50
03/17/2022	POOL	49765	65943	MENARDS - KALAMAZOO EAST	SMALL TOOLS & EQUIPMENT	206-336-747.00	169.00
		49765	65942		MAINT. - BUILDING	206-336-931.00	108.53
							277.53
03/17/2022	POOL	49766	3693RA	DECKER AGENCY	INSURANCE/BOND-GENERAL	101-200-912.00	10,073.52
		49766	4106		INSURANCE/BOND-GENERAL	101-200-912.00	55.00
		49766	3693RA		INSURANCE - GENERAL	206-336-912.00	8,592.12
		49766	3693RA		INSURANCE - GENERAL	207-301-912.00	10,962.36
							29,683.00
03/17/2022	POOL	49767	263906	RIDGE COMPANY	MAINT. - VEHICLE	206-336-939.00	86.96
		49767	261354		MAINT. - VEHICLE	206-336-939.00	43.73
							130.69
03/17/2022	POOL	49768	INV-01960-R1N5F4	NYE UNIFORM CO.	SOFTWARE PROGRAMS/FEES		** VOIDED **

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		49768	INV-01960-R1N5F4		SOFTWARE PROGRAMS		** VOIDED **
03/17/2022	POOL	49769	3095950	TRILLIUM STAFFING, INC.	PURCHASED SERVICE	101-200-811.00	754.80
03/17/2022	POOL	49770	9900841439	VERIZON WIRELESS	TELEPHONE	101-200-853.00	67.55
		49770	9900841439		TELEPHONE	206-336-853.00	344.11
		49770	9900841439		TELEPHONE	207-301-853.00	1,128.08
							<u>1,539.74</u>
03/17/2022	POOL	49771	031622	SHAWN GALLAGHER	COMPENSATION-BD. OF REVIEW	101-209-712.00	390.00
03/17/2022	POOL	49772	031622	JAMES RODBARD	COMPENSATION-BD. OF REVIEW	101-209-712.00	390.00
03/17/2022	POOL	49773	031622	KEVIN SAMPSON	COMPENSATION-BD. OF REVIEW	101-209-712.00	325.00
03/17/2022	POOL	49774	66423	PREIN & NEWHOF, INC.	SIDEWALK MAINTENANCE	101-446-969.01	116.00
		49774	66470		ENGINEERING FEES	883-520-820.00	574.00
		49774	66244		ENGINEERING FEES	883-520-820.00	10,591.40
		49774	66240		ENGINEERING FEES	883-520-820.00	77.00
		49774	66225		ENGINEERING FEES	883-520-820.00	1,433.60
							<u>12,792.00</u>
03/17/2022	POOL	49775	01990	LOWE'S COMPANIES, INC.	MAINT. - BUILDING	101-265-931.00	55.01
03/17/2022	POOL	49776	1748137	SMART SOURCE OF MICHIGAN, LLC	OPERATING SUPPLIES/MAPS	101-209-740.00	280.00
03/18/2022	ERAD	10507	031122	BERRIEN COUNTY TREASURER	FORFEITURE - OPR	727-000-253.00	199.50
03/18/2022	ERAD	10508	203410065020	CONSUMERS ENERGY	FORFEITURE - OPR	727-000-253.00	377.40
03/18/2022	ERAD	10509	031022	KEVIN BROOKS	HIDTA MONEY	727-000-271.00	153.91
03/18/2022	ERAD	10510	031022	DAVANTAE JENNINGS	HIDTA MONEY	727-000-271.00	636.69
03/18/2022	ERAD	10511	S730009	ENGINEERED PROTECTION SYSTEMS	FORFEITURE - OPR	727-000-253.00	112.36
03/18/2022	ERAD	10512	031022	SUSAN A MCCARTHY	FORFEITURE - OPR	727-000-253.00	40.00
03/18/2022	ERAD	10513	020330868	GALLS, LLC	FORFEITURE - OPR	727-000-253.00	24.00
03/18/2022	ERAD	10514	1588	WOODARD AUTOMOTIVE	FORFEITURE - OPR	727-000-253.00	233.20
03/18/2022	TAX	2118	022822	KALAMAZOO COUNTY	COUNTY TRANSPORTATION - KCTA	704-000-222.08	38,173.29
		2118	022822A		COUNTY TRANSPORTATION - KCTA	704-000-222.08	6.68
		2118	022822B		COUNTY TRANSPORTATION - KCTA	704-000-222.08	17.22
		2118	022822C		COUNTY TRANSPORTATION - KCTA	704-000-222.08	331.08
		2118	022822D		COUNTY TRANSPORTATION - KCTA	704-000-222.08	117.52
							<u>38,645.79</u>
03/18/2022	TAX	2119	022822	KALAMAZOO CITY TREASURER	CITY SWR/WTR USAGE - DELINQ	704-000-214.09	18,232.17

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/18/2022	TAX	2120	022822	KAL. PUBLIC LIBRARY	KAL. LIBRARY	704-000-228.00	427,498.02
		2120	022822A		KAL. LIBRARY	704-000-228.00	83.47
		2120	022822B		KAL. LIBRARY	704-000-228.00	215.76
		2120	022822C		KAL. LIBRARY	704-000-228.00	3,827.37
		2120	022822D		ACT - KAL. LIBRARY	704-000-228.01	1,471.58
							433,096.20
03/18/2022	TAX	2121	022822	KALAMAZOO COUNTY TREASURER	DUE TO COUNTY OPERATING	704-000-222.00	8,280.34
		2121	022822A		DUE TO COUNTY OPERATING	704-000-222.00	256.57
		2121	022822B		DUE TO COUNTY OPERATING	704-000-222.00	578.11
		2121	022822C		COUNTY INTEREST	704-000-222.03	471.18
		2121	022822D		COUNTY INTEREST	704-000-222.03	23.13
		2121	022822J		JUVENILE HOME	704-000-222.05	20,590.63
		2121	022822K		JUVENILE HOME	704-000-222.05	3.59
		2121	022822L		JUVENILE HOME	704-000-222.05	63.38
		2121	022822M		JUVENILE HOME	704-000-222.05	9.28
		2121	022822N		JUVENILE HOME	704-000-222.05	181.63
		2121	022822E		CO PUBLIC SAFETY	704-000-222.07	175,746.26
		2121	022822F		CO PUBLIC SAFETY	704-000-222.07	30.69
		2121	022822G		CO PUBLIC SAFETY	704-000-222.07	540.97
		2121	022822H		CO PUBLIC SAFETY	704-000-222.07	79.30
		2121	022822I		CO PUBLIC SAFETY	704-000-222.07	1,551.14
							208,406.20
03/18/2022	TAX	2122	022822O	KALAMAZOO COUNTY TREASURER	COUNTY HOUSING FUND	704-000-222.06	91,474.26
		2122	022822P		COUNTY HOUSING FUND	704-000-222.06	281.58
		2122	022822Q		COUNTY HOUSING FUND	704-000-222.06	15.98
		2122	022822R		COUNTY HOUSING FUND	704-000-222.06	41.26
		2122	022822S		COUNTY HOUSING FUND	704-000-222.06	807.33
		2122	022822T		CO SENIOR	704-000-222.09	42,487.40
		2122	022822U		CO SENIOR	704-000-222.09	130.80
		2122	022822V		CO SENIOR	704-000-222.09	7.42
		2122	022822W		CO SENIOR	704-000-222.09	19.15
		2122	022822X		CO SENIOR	704-000-222.09	374.92
		2122	022822Y		COUNTY 911/DISPATCH	704-000-222.11	79,276.49
		2122	022822Z		COUNTY 911/DISPATCH	704-000-222.11	244.04
		2122	022822AA		COUNTY 911/DISPATCH	704-000-222.11	13.85
		2122	022822BB		COUNTY 911/DISPATCH	704-000-222.11	35.77
		2122	022822CC		COUNTY 911/DISPATCH	704-000-222.11	699.69
							215,909.94
03/18/2022	TAX	2123	022822DD	KALAMAZOO COUNTY TREASURER	COUNTY DRAIN	704-000-222.02	2,889.68

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		2123	022822EE		COUNTY DRAIN	704-000-222.02	144.20
		2123	022822FF		SCH. #01 - S.E.T.	704-000-225.01	9,786.02
		2123	022822GG		SCH. #01 - S.E.T.	704-000-225.01	745.73
		2123	022822HH		INT. - SCH. #01 - S.E.T.	704-000-225.08	603.80
		2123	022822II		SCH. #32 - S.E.T.	704-000-226.01	202.02
		2123	022822JJ		INT. - SCH. #32 - S.E.T.	704-000-226.08	12.11
		2123	022822KK		SCH. #40 - S.E.T.	704-000-227.01	693.24
		2123	022822LL		INT. - SCH. #40 - S.E.T.	704-000-227.08	27.46
							15,104.26
03/18/2022	TAX	2124	022822M	KCBRA	TOWNSHIP	704-000-214.00	274.06
		2124	022822		DUE TO COUNTY OPERATING	704-000-222.00	0.76
		2124	022822B		COUNTY TRANSPORTATION - CCTA	704-000-222.04	9.68
		2124	022822C		COUNTY TRANSPORTATION - CCTA	704-000-222.04	23.24
		2124	022822D		COUNTY HOUSING FUND	704-000-222.06	23.19
		2124	022822A		CO PUBLIC SAFETY	704-000-222.07	44.56
		2124	022822E		CO SENIOR	704-000-222.09	10.77
		2124	022822F		COUNTY 911/DISPATCH	704-000-222.11	20.10
		2124	022822G		KRESA ISD	704-000-223.00	1.14
		2124	022822H		KVCC	704-000-224.00	86.52
		2124	022822I		SCH. #40 - S.E.T.	704-000-227.01	0.96
		2124	022822J		SCH. #40 - OPERATING	704-000-227.02	2.90
		2124	022822K		PARCHMENT SD #40 - SINKING FUND	704-000-227.17	61.53
		2124	022822L		PARCHMENT LIBRARY	704-000-229.00	61.05
							620.46
03/18/2022	TAX	2125	022822	KAL. VALLEY COMM. COLLEGE	KVCC	704-000-224.00	341,210.14
		2125	022822A		KVCC	704-000-224.00	59.57
		2125	022822B		KVCC	704-000-224.00	153.98
		2125	022822C		KVCC	704-000-224.00	3,011.58
		2125	022822D		KVCC - ACT	704-000-224.01	1,050.27
							345,485.54
03/18/2022	TAX	2126	022822	KRESA	KRESA ISD	704-000-223.00	1,047.48
		2126	022822A		KRESA ISD	704-000-223.00	590,774.19
		2126	022822B		KRESA ISD	704-000-223.00	149.63
		2126	022822C		KRESA ISD	704-000-223.00	386.83
		2126	022822D		KRESA ISD	704-000-223.00	4,812.52
		2126	022822E		KRESA - ACT	704-000-223.01	2,638.25
		2126	022822F		INT. -KRESA	704-000-223.02	46.29
							599,855.19
03/18/2022	TAX	2127	022822	KALAMAZOO COUNTY LAND BANK	TOWNSHIP	704-000-214.00	188.65

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		2127	022822A		BOND- TWP ROADS	704-000-214.17	52.26
		2127	022822D		COUNTY TRANSPORTATION - CCTA	704-000-222.04	15.99
		2127	022822E		JUVENILE HOME	704-000-222.05	3.58
		2127	022822F		COUNTY HOUSING FUND	704-000-222.06	15.95
		2127	022822B		CO PUBLIC SAFETY	704-000-222.07	30.67
		2127	022822C		COUNTY TRANSPORTATION - KCTA	704-000-222.08	6.65
		2127	022822G		CO SENIOR	704-000-222.09	7.40
		2127	022822H		COUNTY 911/DISPATCH	704-000-222.11	13.82
		2127	022822I		KRESA ISD	704-000-223.00	149.61
		2127	022822J		KVCC	704-000-224.00	59.55
		2127	022822K		KPS SCH# 01 OPERATING	704-000-225.02	372.72
		2127	022822L		KPS SCH. #01 - DEBT	704-000-225.03	174.95
		2127	022822M		KAL. LIBRARY	704-000-228.00	83.44
							1,175.24
03/18/2022	TAX	2128	022822	PARCHMENT COMM. LIBRARY	PARCHMENT LIBRARY	704-000-229.00	25,475.47
		2128	022822A		PARCHMENT LIBRARY	704-000-229.00	197.58
							25,673.05
03/18/2022	TAX	2129	022822	SCHOOL DISTRICT #1	KPS SCH# 01 OPERATING	704-000-225.02	724,888.13
		2129	022822A		KPS SCH# 01 OPERATING	704-000-225.02	4,798.76
		2129	022822C		KPS SCH. #01 - DEBT	704-000-225.03	690,779.03
		2129	022822D		KPS SCH. #01 - DEBT	704-000-225.03	174.95
		2129	022822E		KPS SCH. #01 - DEBT	704-000-225.03	452.32
		2129	022822F		KPS SCH. #01 - DEBT	704-000-225.03	5,628.51
		2129	022822B		ACT - SCH. #01 - OPERATING	704-000-225.05	6,649.59
		2129	022822G		ACT - SCH. #01 - DEBT	704-000-225.07	3,084.84
							1,436,456.13
03/18/2022	TAX	2130	022822	SCHOOL DISTRICT #32	SCH. #32 - DEBT	704-000-226.03	168.35
		2130	022822B		INT. - SCH. #32 - DEBT	704-000-226.10	10.10
		2130	022822A		SCH #32 - SINKING FUND	704-000-226.17	33.62
		2130	022822C		INT. -SCH. #32 - SINKING FUND	704-000-226.18	2.02
							214.09
03/18/2022	TAX	2131	022822	PARCHMENT PUBLIC SCHOOLS	SCH. #40 - OPERATING	704-000-227.02	1,370.84
		2131	022822A		SCH. #40 - DEBT	704-000-227.03	811.05
		2131	022822C		INT. - SCH. #40 - OPER.	704-000-227.09	82.43
		2131	022822D		INT. - SCH. #40 - DEBT	704-000-227.10	32.10
		2131	022822B		PARCHMENT SD #40 - SINKING FUND	704-000-227.17	168.18
		2131	022822E		INT. - SCH #40 - SINKING FUND	704-000-227.18	9.09
							2,473.69



CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/18/2022	TAX	2132	022822	CENTRAL COUNTY TRANSPORTATION	COUNTY TRANSPORTATION - CCTA	704-000-222.04	91,658.37
		2132	022822A		COUNTY TRANSPORTATION - CCTA	704-000-222.04	16.00
		2132	022822B		COUNTY TRANSPORTATION - CCTA	704-000-222.04	41.36
		2132	022822C		COUNTY TRANSPORTATION - CCTA	704-000-222.04	808.95
		2132	022822D		COUNTY TRANSPORTATION - CCTA	704-000-222.04	282.15
							92,806.83
03/18/2022	TAX	2133	022822	TWP. OF KALAMAZOO/SHERINE MIL TOWNSHIP		704-000-214.00	1,080,775.41
		2133	022822A		TOWNSHIP	704-000-214.00	488.09
		2133	022822B		TOWNSHIP	704-000-214.00	188.68
		2133	022822C		TOWNSHIP	704-000-214.00	9,539.52
		2133	022822D		PENALTY 4%	704-000-214.01	14,104.29
		2133	022822E		TOWNSHIP - IFT	704-000-214.02	3,326.66
		2133	022822F		ADMINISTRATIVE FEE	704-000-214.03	47,679.19
		2133	022822G		ADMINISTRATIVE FEE	704-000-214.03	208.03
		2133	022822H		ADMINISTRATIVE FEE	704-000-214.03	405.29
		2133	022822I		STREET LIGHTING	704-000-214.04	49,961.68
		2133	022822J		STREET LIGHTING	704-000-214.04	449.18
		2133	022822K		RECYCLING	704-000-214.05	109,642.95
		2133	022822L		RECYCLING	704-000-214.05	1,580.00
		2133	022822M		MISC. SEWER - ALL DISTRICTS	704-000-214.07	2,159.34
2133	022822N	TWP SERV-MW/DEMO/FALSEALRMS	704-000-214.12	1,652.80			
							1,322,161.11
03/18/2022	TAX	2134	022822O	TWP. OF KALAMAZOO/SHERINE MIL	POLICE CAPITAL IMPROVEMENT	704-000-214.13	37,499.89
		2134	022822P		POLICE CAPITAL IMPROVEMENT	704-000-214.13	323.54
		2134	022822Q		FIRE CAPITAL IMPROVEMENT	704-000-214.14	124,780.72
		2134	022822R		FIRE CAPITAL IMPROVEMENT	704-000-214.14	1,078.69
		2134	022822S		POLICE OPERATING	704-000-214.15	212,030.07
		2134	022822T		POLICE OPERATING	704-000-214.15	1,833.83
		2134	022822U		BOND- TWP ROADS	704-000-214.17	135.12
		2134	022822V		BOND- TWP ROADS	704-000-214.17	921.69
		2134	022822W		BOND- TWP ROADS	704-000-214.17	299,511.43
		2134	022822X		BOND- TWP ROADS	704-000-214.17	52.27
		2134	022822Y		BOND- TWP ROADS	704-000-214.17	2,642.88
2134	022822Z	17-21 MISSED SPECIAL ASSESSMENT	704-000-214.18	2,310.41			
							683,120.54
03/18/2022	TAX	2135	022822	STATE OF MICHIGAN	KPS SCH# 01 OPERATING	704-000-225.02	372.72
03/29/2022	ERAD	10515	269962174703B	AT&T	FORFEITURE - OPR	727-000-253.00	57.56
03/29/2022	ERAD	10516	031722	MIDDLEVILLE ASSOCIATES, LLC	FORFEITURE - OPR	727-000-253.00	70.00
		10516	031722		HIDTA MONEY	727-000-271.00	2,200.00

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							2,270.00
03/29/2022	ERAD	10517	9902029061	VERIZON WIRELESS	FORFEITURE - OPR	727-000-253.00	335.63
03/29/2022	ERAD	10518	030922	MEDEXPRESS BILLING	FORFEITURE - OPR	727-000-253.00	31.00
03/29/2022	POOL	49777	207146596315	CONSUMERS ENERGY	UTILITIES - ELECTRIC	101-200-921.00	2,762.14
03/29/2022	POOL	49778	1109620030122	CHARTER COMMUNICATIONS	TELEPHONE	101-200-853.00	313.80
03/29/2022	POOL	49779	031522	KALAMAZOO OIL CO.	GAS & OIL	207-301-751.00	3,526.24
03/29/2022	POOL	49780	INV-01960-R1N5F4	ECF DATA, LLC	SOFTWARE PROGRAMS/FEES	101-200-742.00	423.57
		49780	INV-01960-R1N5F4		SOFTWARE PROGRAMS	207-301-742.00	423.57
							847.14
03/29/2022	POOL	49781	031722	TONY MCNALLY	CUSTOMER DEPOSITS - FIRE ESCROW	701-000-255.01	13,117.00
03/29/2022	POOL	49782	120580315	ROSE PEST SOLUTIONS	PURCHASED SERVICE	101-265-811.00	74.00
03/30/2022	POOL	49791	030422	FIRST NATIONAL BANK OF OMAHA	MI MUNICIPAL LEAGUE	101-175-862.00	550.00
		49791	030422		AMAZON.COM	101-200-727.00	96.99
		49791	030422		OTHER FEES	101-200-815.00	50.57
		49791	030422		MI TWP ASSOC	101-209-732.00	40.00
		49791	030422		SMARTSIGN	101-215-727.00	37.61
		49791	030422		AMAZON MKTPLC	101-215-727.00	59.99
		49791	030422		AMAZON MKTPLC	101-223-727.00	34.99
		49791	030422		AMAZON MKTPLC	101-228-727.00	136.57
		49791	030422		MSU PAYMENTS	101-400-960.00	(400.00)
		49791	030422		ZOOM	258-425-811.00	109.98
							716.70
03/30/2022	POOL	49792	030422A	FIRST NATIONAL BANK OF OMAHA	OKUN BROS	101-265-748.00	142.50
		49792	030422A		NFPA	206-336-732.00	150.00
		49792	030422A		AMAZON.COM	206-336-747.00	37.98
		49792	030422A		AMAZON MKTPLC	206-336-747.00	137.10
		49792	030422A		SOARING EAGLE HOTEL	206-336-862.00	1,426.14
		49792	030422A		DENOYER CHEVROLET	206-336-939.00	584.60
		49792	030422A		ALRO STEEL CORP	206-336-939.00	313.60
							2,791.92
03/30/2022	POOL	49793	030422B	FIRST NATIONAL BANK OF OMAHA	OTHER FEES	101-200-815.00	105.84
		49793	030422B		MACEO	101-310-862.00	200.00
		49793	030422B		AMAZON MKTPLC	207-301-727.00	25.49
		49793	030422B		FBINAA	207-301-732.00	110.00
		49793	030422B		AMAZON MKTPLC	207-301-747.00	431.65

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		49793	030422B		AMAZON.COM	207-301-747.00	54.99
		49793	030422B		AMAZON MKTPLC	207-301-748.00	237.00
		49793	030422B		USPS	207-301-782.00	11.34
		49793	030422B		ZOOM	207-301-811.00	14.99
		49793	030422B		AMWAY GRAND PLAZA HOTEL	207-301-862.00	575.52
		49793	030422B		ZEIGLER FORD PLAINWELL	207-301-939.00	206.32
							<hr/> 1,973.14
03/30/2022	POOL	49794	030722	ACCIDENT FUND COMPANY	WORKER'S COMP.	101-200-913.00	1,491.77
		49794	030722		INSURANCE - WORKERS COMP	206-336-913.00	13,425.88
		49794	030722		WORKER'S COMP.	207-301-913.00	22,376.44
		49794	030722		WORKER'S COMP.	267-301-913.00	31.16
							<hr/> 37,325.25
03/30/2022	POOL	49795	3505-1055633	ALL-PHASE ELECTRIC	MAINT. - VEHICLE	206-336-939.00	16.76
03/30/2022	POOL	49796	11626719	CERTASITE, LLC	PURCHASED SERVICE	101-265-811.00	360.14
		49796	11717733		PURCHASED & MAINT. SERVICE	206-336-811.00	769.58
							<hr/> 1,129.72
03/30/2022	POOL	49797	030422	BRONSON HEALTHCARE GROUP	HEALTH MGMT	101-200-914.00	30.00
		49797	030422		HEALTH MGMT	207-301-914.00	1,068.86
							<hr/> 1,098.86
03/30/2022	POOL	49798	936	CONSUMERS CONCRETE CORPORATIO	MAINT. - BUILDING	206-336-931.00	34.00
03/30/2022	POOL	49799	205812755907	CONSUMERS ENERGY	UTILITIES - ELECTRIC	206-336-921.04	549.65
		49799	206613451083		UTILITIES - NATURAL GAS	206-336-923.04	774.30
							<hr/> 1,323.95
03/30/2022	POOL	49800	WK072863-1	FERGUSON FACILITIES #3400	OPERATING SUPPLIES	101-265-740.00	209.55
03/30/2022	POOL	49801	136354	FADER EQUIPMENT, INC.	RENTALS - EQUIPMENT	101-276-945.00	280.00
03/30/2022	POOL	49802	0095704031622	CHARTER COMMUNICATIONS	UTILITIES - CABLE/INTERNET	206-336-922.01	150.67
		49802	0026212031622		UTILITIES - CABLE/INTERNET	206-336-922.04	150.67
							<hr/> 301.34
03/30/2022	POOL	49803	25371	FIRESERVICE MANAGEMENT, LLC	PURCHASED & MAINT. SERVICE	206-336-811.00	37.73
03/30/2022	POOL	49804	2054973	GORDON WATER	OPERATING SUPPLIES	101-200-740.00	45.45
		49804	2054973		OPERATING SUPPLIES	207-301-740.00	69.39
							<hr/> 114.84
03/30/2022	POOL	49805	2330970-0	INTEGRITY BUSINESS SOLUTIONS,	OFFICE SUPPLIES	207-301-727.00	342.87

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		49805	2323599-0		OFFICE SUPPLIES	207-301-727.00	137.34
							<u>480.21</u>
03/30/2022	POOL	49806	109895	JBM TECHNOLOGY	OPERATING SUPPLIES	207-301-740.00	605.00
03/30/2022	POOL	49807	031722	KAL. COUNTY CHAPTER-MTA	DUES/SUBS/PUBL	101-200-732.00	200.38
03/30/2022	POOL	49808	031022	QUADIENT FINANCE USA, INC	OFFICE SUPPLIES	101-200-727.00	194.91
03/30/2022	POOL	49809	66668	MENARDS - KALAMAZOO EAST	OPERATING SUPPLIES	206-336-740.00	11.97
		49809	66077		OPERATING SUPPLIES	206-336-740.00	69.71
		49809	66250		OPERATING SUPPLIES	206-336-740.00	16.80
		49809	67185		SMALL TOOLS & EQUIPMENT	206-336-747.00	511.69
		49809	66666		MAINT. - BUILDING	206-336-931.00	22.95
		49809	66399		MAINT. - VEHICLE	206-336-939.00	95.95
		49809	66801		MAINT. - VEHICLE	206-336-939.00	189.99
		49809	66800		MAINT. - VEHICLE	206-336-939.00	17.76
		49809	66802		MAINT. - VEHICLE	206-336-939.00	(10.00)
							<u>926.82</u>
03/30/2022	POOL	49810	269342197103H	AT&T	TELEPHONE	206-336-853.00	1,456.51
03/30/2022	POOL	49811	03192022	AT&T MOBILITY	TELEPHONE	206-336-853.00	395.92
03/30/2022	POOL	49812	3244	MICHIGAN MUNICIPAL POLICE	MAINT. - VEHICLE	207-301-939.00	81.52
		49812	3240		MAINT. - VEHICLE	207-301-939.00	457.87
		49812	3225		MAINT. - VEHICLE	207-301-939.00	71.05
							<u>610.44</u>
03/30/2022	POOL	49813	4496	MICHIGAN STATE FIREMEN'S ASSODUES/SUBS/PUBL		206-336-732.00	231.16
03/30/2022	POOL	49814	264997	RIDGE COMPANY	MAINT. - VEHICLE	101-265-939.00	112.42
		49814	265983		MAINT. - VEHICLE	206-336-939.00	21.63
		49814	266587		MAINT. - VEHICLE	207-301-939.00	13.62
							<u>147.67</u>
03/30/2022	POOL	49815	810754	NYE UNIFORM CO.	UNIFORMS/PERSONAL EQUIPMENT	207-301-748.00	79.99
03/30/2022	POOL	49816	551-596686	STATE OF MICHIGAN	SOR EXPENSE	217-301-956.01	120.00
03/30/2022	POOL	49817	551-597027	STATE OF MICHIGAN	LIVESCAN EXPENSE	217-301-956.00	389.25
03/30/2022	POOL	49818	3706427	STRYKER SALES, LLC	FIRE EQUIPMENT	811-440-983.00	1,050.00
03/30/2022	POOL	49819	120321A	ADVANCED RADIOLOGY SERVICES	HEALTH MGMT	101-200-914.00	35.00
03/30/2022	POOL	49820	022822	VICKSBURG AUTO BODY LLC	MAINT. - VEHICLE	207-301-939.00	6,128.32

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHP OF KALAMAZOO  
 CHECK DATE FROM 03/01/2022 - 03/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
03/30/2022	POOL	49821	S0015714	EMERGENCY VEHICLE PRODUCTS	MAINT. - VEHICLE	207-301-939.00	40.50
		49821	S0015729		MAINT. - VEHICLE	207-301-939.00	67.50
		49821	S0015645		NEW EQUIPMENT	810-440-983.00	540.00
		49821	S0015665		NEW EQUIPMENT	810-440-983.00	8,334.85
		49821	S0015754		NEW EQUIPMENT	810-440-983.00	9,424.93
							18,407.78
03/30/2022	POOL	49822	26055611	DORRANCE FORD	MAINT. - VEHICLE	207-301-939.00	47.77
		49822	26055653		MAINT. - VEHICLE	207-301-939.00	43.92
		49822	26055652		MAINT. - VEHICLE	207-301-939.00	47.77
							139.46
03/30/2022	POOL	49823	031722	BOB & KAY'S AUTO WASH	MAINT. - VEHICLE	207-301-939.00	102.50
03/30/2022	POOL	49824	F4BF5D	PORTAGE CLEANERS AND LAUNDRY	PURCHASED & MAINT. SERVICE	206-336-811.00	15.15
		49824	F4BF5D		UNIFORM CLEANING	207-301-749.00	176.74
							191.89
03/30/2022	POOL	49825	75661	LOWE'S COMPANIES, INC.	OPERATING SUPPLIES	206-336-740.00	25.00
03/30/2022	POOL	49826	1553696	MILLER, CANFIELD, PADDOCK	LEGAL SERVICES - GEN TWP	101-200-827.00	1,092.00
03/30/2022	POOL	49827	22072	MOSES FIRE EQUIPMENT, INC.	MAINT. - VEHICLE	206-336-939.00	294.18
		49827	22088		MAINT. - VEHICLE	206-336-939.00	634.65
		49827	22099		MAINT. - VEHICLE	206-336-939.00	151.78
							1,080.61
03/30/2022	POOL	49828	04-22	GBA INVESTIGATIONS & SECURITY	PURCHASED SERVICE	101-200-811.00	798.60
03/30/2022	POOL	49829	283664	HUMMINGBIRD	SMALL TOOLS & EQUIPMENT	206-336-747.00	1,513.00
03/30/2022	POOL	49830	4714	WMCJTC	TUITION/TRAINING	266-320-960.00	800.00
03/30/2022	POOL	49831	015631476	XEROX CORPORATION	PURCHASED SERVICE	101-200-811.00	432.53
		49831	015631475		PURCHASED SERVICE	207-301-811.00	362.18
							794.71
03/30/2022	POOL	49832	806147	MCDONALD'S TOWING	INVESTIGATIVE OPERATIONS	207-301-782.00	55.00
		49832	807921		INVESTIGATIVE OPERATIONS	207-301-782.00	63.25
							118.25
03/31/2022	ERAD	10519	031122A	BERRIEN COUNTY TREASURER	FORFEITURE - OPR	727-000-253.00	78.00
03/31/2022	ERAD	10520	032822	CEDRICK OSBY	NON-ADJUDICATED	727-000-297.00	545.00
					TOTAL - ALL FUNDS	TOTAL OF 188 CHECKS (2 voided)	5,869,592.83

User: MONICAK

CHECK DATE FROM 03/01/2022 - 03/31/2022

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
--- GL TOTALS ---							
101-000-651.00					TAX ADMIN FEE		7.17
101-101-826.00					LEGAL SERVICES-BD. MEET.		990.00
101-175-740.00					OPERATING SUPPLIES		1,482.38
101-175-862.00					TRAVEL - CONFERENCES		550.00
101-200-727.00					OFFICE SUPPLIES		1,221.51
101-200-732.00					DUES/SUBS/PUBL		200.38
101-200-740.00					OPERATING SUPPLIES		45.45
101-200-742.00					SOFTWARE PROGRAMS/FEES		423.57
101-200-811.00					PURCHASED SERVICE		7,430.67
101-200-815.00					OTHER FEES		156.41
101-200-827.00					LEGAL SERVICES - GEN TWP		2,671.46
101-200-853.00					TELEPHONE		381.35
101-200-903.00					NOTICES AND PUBLICATIONS		835.80
101-200-912.00					INSURANCE/BOND-GENERAL		10,128.52
101-200-913.00					WORKER'S COMP.		2,523.77
101-200-914.00					HEALTH MGMT		325.40
101-200-921.00					UTILITIES - ELECTRIC		2,762.14
101-200-922.00					UTILITIES - CABLE/INTERNET		493.89
101-200-923.00					UTILITIES - NATURAL GAS		3,412.04
101-200-924.00					UTILITIES - WASTE/RECYCLE		415.32
101-209-712.00					COMPENSATION-BD. OF REVIEW		1,105.00
101-209-727.00					OFFICE SUPPLIES		302.50
101-209-730.00					POSTAGE		283.40
101-209-732.00					DUES/SUBS/PUBL		40.00
101-209-740.00					OPERATING SUPPLIES/MAPS		280.00
101-209-903.00					NOTICES		821.80
101-215-727.00					OFFICE SUPPLIES		136.60
101-215-730.00					POSTAGE		863.39
101-223-727.00					OFFICE SUPPLIES		34.99
101-228-727.00					OFFICE SUPPLIES		136.57
101-265-740.00					OPERATING SUPPLIES		1,015.71
101-265-748.00					PERSONAL EQUIP. - ALLOWANCE		142.50
101-265-751.00					GAS & OIL		606.36
101-265-811.00					PURCHASED SERVICE		434.14
101-265-931.00					MAINT. - BUILDING		597.87
101-265-939.00					MAINT. - VEHICLE		112.42
101-276-924.00					UTILITIES - WASTE/RECYCLE		52.25
101-276-945.00					RENTALS - EQUIPMENT		280.00
101-310-811.00					PURCHASED SERVICE		600.00
101-310-827.00					LEGAL SERVICES - GEN TWP		3,100.00
101-310-862.00					TRAVEL - CONFERENCES		200.00
101-400-827.00					LEGAL SERVICES - GEN. TWP.		900.00
101-400-960.00					TUITION/TRAINING		(400.00)
101-446-969.01					SIDEWALK MAINTENANCE		116.00
101-751-921.00					UTILITIES - ELECTRIC		31.88
101-751-924.00					UTILITIES - WASTE/RECYCLE		45.50

User: MONICAK

CHECK DATE FROM 03/01/2022 - 03/31/2022

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
206-336-732.00					DUES/SUBS/PUBL		381.16
206-336-740.00					OPERATING SUPPLIES		1,908.68
206-336-742.00					SOFTWARE PROGRAMS		1,311.27
206-336-747.00					SMALL TOOLS & EQUIPMENT		3,876.29
206-336-748.00					PERSONAL EQUIPMENT ALLOWANCE		1,052.46
206-336-751.00					GAS & OIL		2,530.46
206-336-811.00					PURCHASED & MAINT. SERVICE		3,142.65
206-336-853.00					TELEPHONE		4,048.97
206-336-862.00					TRAVEL - CONFERENCES		1,426.14
206-336-912.00					INSURANCE - GENERAL		8,592.12
206-336-913.00					INSURANCE - WORKERS COMP		22,713.88
206-336-921.01					UTILITIES - ELECTRIC		574.78
206-336-921.02					UTILITIES - ELECTRIC		567.01
206-336-921.03					UTILITIES - ELECTRIC		186.81
206-336-921.04					UTILITIES - ELECTRIC		1,113.57
206-336-922.01					UTILITIES - CABLE/INTERNET		861.31
206-336-922.02					UTILITIES - CABLE/INTERNET		1,057.70
206-336-922.03					UTILITIES - CABLE/INTERNET		549.52
206-336-922.04					UTILITIES - CABLE/INTERNET		861.31
206-336-923.01					UTILITIES - NATURAL GAS		805.78
206-336-923.02					UTILITIES - NATURAL GAS		1,027.65
206-336-923.03					UTILITIES - NATURAL GAS		470.26
206-336-923.04					UTILITIES - NATURAL GAS		1,734.91
206-336-924.01					UTILITIES - WASTE/RECYCLE		86.70
206-336-924.02					UTILITIES - WASTE/RECYCLE		86.70
206-336-924.03					UTILITIES - WASTE/RECYCLE		22.75
206-336-924.04					UTILITIES - WASTE/RECYCLE		86.70
206-336-927.01					UTILITIES - WATER		182.25
206-336-927.02					UTILITIES - WATER		215.97
206-336-931.00					MAINT. - BUILDING		1,914.37
206-336-934.00					MAINT. - MACHINE		90.26
206-336-939.00					MAINT. - VEHICLE		3,204.93
207-301-727.00					OFFICE SUPPLIES		742.69
207-301-732.00					DUES/SUBS/PUBL		110.00
207-301-740.00					OPERATING SUPPLIES		743.78
207-301-742.00					SOFTWARE PROGRAMS		423.57
207-301-747.00					SMALL TOOLS & EQUIPMENT		486.64
207-301-748.00					UNIFORMS/PERSONAL EQUIPMENT		556.68
207-301-749.00					UNIFORM CLEANING		349.95
207-301-751.00					GAS & OIL		9,217.77
207-301-782.00					INVESTIGATIVE OPERATIONS		204.59
207-301-811.00					PURCHASED SERVICE		6,613.30
207-301-812.00					EMPLOYMENT TESTING		415.00
207-301-827.00					LEGAL		3,457.00
207-301-853.00					TELEPHONE		1,128.08
207-301-862.00					TRAVEL - CONFERENCES		575.52
207-301-912.00					INSURANCE - GENERAL		10,962.36
207-301-913.00					WORKER'S COMP.		37,856.44

User: MONICAK

CHECK DATE FROM 03/01/2022 - 03/31/2022

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
207-301-914.00			HEALTH MGMT				2,332.63
207-301-931.65			TOWER RENT - RAVINE ROAD				1,622.40
207-301-939.00			MAINT. - VEHICLE				7,526.50
217-301-956.00			LIVESCAN EXPENSE				1,081.25
217-301-956.01			SOR EXPENSE				120.00
219-448-921.00			UTILITIES - ELECTRIC				18,506.71
226-527-811.00			SOLID WASTE				39,951.78
258-425-811.00			PURCHASED SERVICE				109.98
266-320-960.00			TUITION/TRAINING				800.00
267-301-913.00			WORKER'S COMP.				31.16
701-000-255.01			CUSTOMER DEPOSITS - FIRE ESCROW				13,117.00
704-000-214.00			TOWNSHIP				1,091,454.41
704-000-214.01			PENALTY 4%				14,104.29
704-000-214.02			TOWNSHIP - IFT				3,326.66
704-000-214.03			ADMINISTRATIVE FEE				48,292.51
704-000-214.04			STREET LIGHTING				50,410.86
704-000-214.05			RECYCLING				111,222.95
704-000-214.07			MISC. SEWER - ALL DISTRICTS				2,159.34
704-000-214.09			CITY SWR/WTR USAGE - DELINQ				18,232.17
704-000-214.12			TWP SERV-MW/DEMO/FALSEALRMS				1,652.80
704-000-214.13			POLICE CAPITAL IMPROVEMENT				37,823.43
704-000-214.14			FIRE CAPITAL IMPROVEMENT				125,859.41
704-000-214.15			POLICE OPERATING				213,863.90
704-000-214.17			BOND- TWP ROADS				303,315.65
704-000-214.18			17-21 MISSED SPECIAL ASSESSMENT				2,310.41
704-000-222.00			DUE TO COUNTY OPERATING				9,115.78
704-000-222.02			COUNTY DRAIN				3,033.88
704-000-222.03			COUNTY INTEREST				494.31
704-000-222.04			COUNTY TRANSPORTATION - CCTA				92,855.74
704-000-222.05			JUVENILE HOME				20,852.09
704-000-222.06			COUNTY HOUSING FUND				92,659.55
704-000-222.07			CO PUBLIC SAFETY				178,023.59
704-000-222.08			COUNTY TRANSPORTATION - KCTA				38,652.44
704-000-222.09			CO SENIOR				43,037.86
704-000-222.11			COUNTY 911/DISPATCH				80,303.76
704-000-223.00			KRESA ISD				597,321.40
704-000-223.01			KRESA - ACT				2,638.25
704-000-223.02			INT. -KRESA				46.29
704-000-224.00			KVCC				344,581.34
704-000-224.01			KVCC - ACT				1,050.27
704-000-225.01			SCH. #01 - S.E.T.				10,531.75
704-000-225.02			KPS SCH# 01 OPERATING				730,432.33
704-000-225.03			KPS SCH. #01 - DEBT				697,209.76
704-000-225.05			ACT - SCH. #01 - OPERATING				6,649.59
704-000-225.07			ACT - SCH. #01 - DEBT				3,084.84
704-000-225.08			INT. - SCH. #01 - S.E.T.				603.80
704-000-226.01			SCH. #32 - S.E.T.				202.02
704-000-226.03			SCH. #32 - DEBT				168.35



User: MONICAK

CHECK DATE FROM 03/01/2022 - 03/31/2022

DB: Kalamazoo Twp

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
704-000-226.08			INT. - SCH. #32 - S.E.T.				12.11
704-000-226.10			INT. - SCH. #32 - DEBT				10.10
704-000-226.17			SCH #32 - SINKING FUND				33.62
704-000-226.18			INT. -SCH. #32 - SINKING FUND				2.02
704-000-227.01			SCH. #40 - S.E.T.				694.20
704-000-227.02			SCH. #40 - OPERATING				1,373.74
704-000-227.03			SCH. #40 - DEBT				811.05
704-000-227.08			INT. - SCH. #40 - S.E.T.				27.46
704-000-227.09			INT. - SCH. #40 - OPER.				82.43
704-000-227.10			INT. - SCH. #40 - DEBT				32.10
704-000-227.17			PARCHMENT SD #40 - SINKING FUND				229.71
704-000-227.18			INT. - SCH #40 - SINKING FUND				9.09
704-000-228.00			KAL. LIBRARY				431,708.06
704-000-228.01			ACT - KAL. LIBRARY				1,471.58
704-000-229.00			PARCHMENT LIBRARY				25,734.10
704-000-230.00			REFUND				6.04
727-000-253.00			FORFEITURE - OPR				13,346.20
727-000-271.00			HIDTA MONEY				10,034.17
727-000-297.00			NON-ADJUDICATED				545.00
810-440-983.00			NEW EQUIPMENT				51,092.78
811-440-975.01			BUILDINGS - EASTWOOD STATION				44,382.50
811-440-983.00			FIRE EQUIPMENT				13,065.00
883-520-820.00			ENGINEERING FEES				12,676.00
883-520-921.00			UTILITIES - ELECTRIC				37.90
883-520-973.00			CONSTRUCTION COSTS				10,573.88
			TOTAL				5,869,592.83

For Check Dates 03/01/2022 to 03/31/2022

Check Date	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit
<b>03/31/2022</b>		<b>EMPLOYEE DIRECT DEPOSITS</b>	<b>\$393,549.32</b>	<b>\$0.00</b>	<b>\$277,366.48</b>
03/29/2022	49783	AMERICAN FAMILY LIFE ASSURA	\$494.93	\$494.93	\$0.00
03/29/2022	49784	BLUE CROSS BLUE SHIELD OF MI	\$30,472.96	\$30,472.96	\$0.00
03/29/2022	49785	BLUE CROSS BLUE SHIELD OF MI	\$4,685.16	\$4,685.16	\$0.00
03/29/2022	49786	BLUE CROSS BLUE SHIELD OF MI	\$490.45	\$490.45	\$0.00
03/29/2022	49787	BLUE CARE NETWORK	\$27,262.03	\$27,262.03	\$0.00
03/01/2022	EFT2006	BURNHAM & FLOWER GROUP	\$781.68	\$781.68	\$0.00
03/15/2022	EFT2012	BURNHAM & FLOWER GROUP	\$781.68	\$781.68	\$0.00
03/29/2022	EFT2023	BURNHAM & FLOWER GROUP	\$781.68	\$781.68	\$0.00
03/29/2022	49788	COLONIAL LIFE	\$796.68	\$796.68	\$0.00
03/15/2022	EFT2013	EW FIRE DUES	\$140.00	\$140.00	\$0.00
03/01/2022	EFT2007	MISDU	\$265.52	\$265.52	\$0.00
03/15/2022	EFT2014	MISDU	\$265.52	\$265.52	\$0.00
03/29/2022	EFT2024	MISDU	\$265.52	\$265.52	\$0.00
03/01/2022	49702	FRATERNAL ORDER OF POLICE #	\$1,702.96	\$1,702.96	\$0.00
03/29/2022	49790	FRATERNAL ORDER OF POLICE #	\$1,702.96	\$1,702.96	\$0.00
03/01/2022	EFT2008	IRS	\$42,658.91	\$42,658.91	\$0.00
03/15/2022	EFT2015	IRS	\$48,341.48	\$48,341.48	\$0.00
03/29/2022	EFT2025	IRS	\$42,015.96	\$42,015.96	\$0.00
03/01/2022	EFT2009	KTPOA	\$280.00	\$280.00	\$0.00
03/15/2022	EFT2016	KTPOA	\$280.00	\$280.00	\$0.00
03/29/2022	EFT2026	KTPOA	\$280.00	\$280.00	\$0.00
03/15/2022	EFT2017	MERS	\$48,663.73	\$48,663.73	\$0.00
03/01/2022	EFT2010	ALERUS FINANCIAL, N.A.	\$7,462.46	\$7,462.46	\$0.00
03/15/2022	EFT2018	ALERUS FINANCIAL, N.A.	\$8,582.01	\$8,582.01	\$0.00
03/29/2022	EFT2027	ALERUS FINANCIAL, N.A.	\$7,445.98	\$7,445.98	\$0.00
03/01/2022	EFT2011	ALERUS FINANCIAL, N.A.	\$7,070.58	\$7,070.58	\$0.00

03/15/2022	EFT2019	ALERUS FINANCIAL, N.A.	\$12,722.38	\$12,722.38	\$0.00
03/29/2022	EFT2028	ALERUS FINANCIAL, N.A.	\$6,818.71	\$6,818.71	\$0.00
03/15/2022	EFT2020	NW FIRE DUES	\$280.00	\$280.00	\$0.00
03/29/2022	49789	STANDARD INSURANCE COMPAI	\$5,818.54	\$5,818.54	\$0.00
03/15/2022	EFT2021	STATE OF MICHIGAN	\$14,389.50	\$14,389.50	\$0.00
03/15/2022	EFT2022	WW FIRE DUES	\$321.06	\$321.06	\$0.00
<b>3/31/2022</b>		<b>VENDOR DISBURSEMENTS</b>	<b>\$324,321.03</b>	<b>\$324,321.03</b>	<b>\$0.00</b>
<b>3/31/2022</b>		<b>TOTAL DISBURSEMENTS</b>	<b>\$717,870.35</b>	<b>\$324,321.03</b>	<b>\$277,366.48</b>

**Building**

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB22-06-081	549 N DARTMOUTH ST	06-17-263-010	CITY OF KALAMAZOO	TBD	03/23/2022	\$100.00	\$0
<b>Work Description:</b> Cell tower antenna modifications and replace existing ground cabinets to accommodate antenna modi. No structural Mods to tower required							
PB22-06-136	3200 W MAIN ST	06-18-290-020	TRILLIUM LANDING OV	Weather Shield Roofi	03/31/2022	\$215.00	\$0
<b>Work Description:</b> Re-roof three apartment buildings per plans. Building Addresses: 3320 W Main, 3308 W Main, 3324 W Main							

**Total Permits For Type: 2**

**Total Fees For Type: \$315.00**

**Total Const. Value For Type: \$0**

**Report Summary**

Population: All Records  
 Permit.DateIssued Between  
 3/1/2022 12:00:00 AM AND  
 3/31/2022 11:59:59 PM AND  
 Permit.PermitType = Building  
 AND  
 Permit.BasicUsage = Commercial  
 AND  
 GovernmentUnitList.UnitCode =

**Grand Total Fees: \$315.00**

**Grand Total Permits: 2**

**Grand Total Const. Value: \$0**

# Property Maintenance Inspections

Kalamazoo

03/31/2022

## Special Permit

Permit #	Job Address	Parcel Number	Owner	Contractor	Date Entere	Fee Total Due
PS21-06-044	510 N ARLINGTON ST	06-17-297-070	MBAMALA, COMFORT		04/20/2021	<u>100.00</u>
✓ <b>Work Description:</b> Property Maintenance request from Kalamazoo Property Maint. Re-inspection Completed: <u>03/23/2022</u> Property Maintenance Inspectio Completed: <u>04/27/2021</u>						
PS21-06-087	4002 DOUGLAS/Mb Pk	06-04-215-011	MI 4004 DOUGLAS AVE.		08/19/2021	<u>100.00</u>
✓ <b>Work Description:</b> Inspection requested by K-twp. Fire dept due to electrical pedestal fire. Property Maint. Re-inspection Completed: <u>03/07/2022</u> Property Maintenance Inspectio Completed: <u>08/19/2021</u>						
PS22-06-015	109 W ALLEN ST	06-03-105-363	ALEXANDER, VICKI		03/24/2022	<u>100.00</u>
✓ <b>Work Description:</b> Property maintenance inspection requested by KTPD Property Maintenance Inspectio Completed: <u>03/24/2022</u>						
PS22-06-016	1316 BAKER DR	06-12-455-020	PRYTANEUM BETA, LL		03/28/2022	<u>100.00</u>
✓ <b>Work Description:</b> Property Maintenance request from Kalamazoo Property Maintenance Inspectio Completed: <u>03/31/2022</u>						
PS22-06-017	2116 Sunnyside C23	06-12-180-050	COUNTRY MEADOW, L.		03/30/2022	<u>100.00</u>
✓ <b>Work Description:</b> Property Maintenance Request from Kalamazoo Township Property Maintenance Inspectio Completed: <u>03/31/2022</u> Property Maintenance Inspectio Completed: <u>03/30/2022</u> Locked out N/C						
PS22-06-018	2427 CIMARRON DR	06-11-135-480	ERMEL, WILLARD E. II		03/30/2022	<u>100.00</u>
✓ <b>Work Description:</b> Jurisdiction request Property Maintenance Inspectio Completed: <u>03/30/2022</u>						

**Total Permits: 6**

**Total Fees Due: \$600.00**

Population: All Records

Permit.PermitType = Special

Permit AND

Permit.Status = HOLD (FEE)

AND

Permit.Category = Jurisdiction

Request AND

GovernmentUnitList.UnitCode = 6

# Permit List

04/01/2022

## Building

Permit #	Job Address	Parcel Number	Owner	Contractor	Issue Date	Fee Total	Const. Value
PB22-06-084	1732 UPLAND DR	06-12-338-130	RYAN JOANN C	Mark Premier	03/15/2022	\$100.00	\$0
<b>Work Description:</b> Temporary wheelchair ramp per plans							
PB22-06-097	2211 CHAPARRAL ST	06-07-180-790	CROWELL, JAMES L & JI	Southwest Michigan I	03/15/2022	\$100.00	\$3,600
<b>Work Description:</b> Install a new egress window system. Must meet section R310 of the 2015 MRC code requirements.							
PB22-06-103	728 ASHLEY AVE	06-13-141-350	DOUBBLESTIEN, JULIA	West MI Glass Block	03/28/2022	\$100.00	\$10,396
<b>Work Description:</b> Install 2 egress window systems per plans. Must meet 2015 MRC code requirements.							
PB22-06-107	625 GAYLE AVE	06-13-118-080	KAL. VALLEY HABITAT		03/28/2022	\$558.00	\$97,879
<b>Work Description:</b> New 924 s/f slab on grade home with 2 bedrooms and 1 full bath. Must meet 2015 MRC code requirements.							
PB22-06-112	703 FLETCHER AVE	06-17-135-550	SACKETT, JOHN & ASHI	Southwest Michigan I	03/23/2022	\$100.00	\$3,700
<b>Work Description:</b> Install new egress window system. Must meet section R310 of the 2015 MRC.							
PB22-06-118	4344 SWEET CHERRY LANE	06-05-170-330	RUSSELL, GREGORY W.	Birch Grove Carpent	03/24/2022	\$170.00	\$1,800
<b>Work Description:</b> Demo existing 10' x 12' deck and replace with the same size per plans. Must meet section R 507.7.1 of the 2015 MRC code requirements.							
PB22-06-120	303 N Kendall	06-17-305-043	HASAN, SYED M.		03/24/2022	\$100.00	\$0
<b>Work Description:</b> Repair siding and foundation masonry due to vehicle impact.							
PB22-06-124	2912 CARSTEN AVE.	06-05-315-050	BERLIN, MARCUS & LYN		03/25/2022	\$170.00	\$13,900

**Work Description:** 695 s.f. basement finish to include 1 bedroom, one full bath and living room per plans.  
NOTE: SMOKE/CO DETECTOR REQUIRMENTS TO BE MET PER 2015 MRC

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PB22-06-134      3233 E MAIN ST                      06-12-455-060      SLEEMAN, BEVERLY A.    M2M Home Improve    03/31/2022                      \$75.00                      \$0

**Work Description:** demo of 2-car detached garage

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**Total Permits For Type:                      9**  
**Total Fees For Type:                      \$1,473.00**  
**Total Const. Value For Type:                      \$131,275**

## Report Summary

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Population: All Records  
Permit.DateIssued Between  
3/1/2022 12:00:00 AM AND  
3/31/2022 11:59:59 PM AND  
Permit.PermitType = Building  
AND  
Permit.BasicUsage = Residential  
AND  
GovernmentUnitList.UnitCode =

**Grand Total Fees:                      \$1,473.00**

**Grand Total Permits:                      9**

**Grand Total Const. Value:                      \$131,275**





**2022 MONTHLY PERMITS BY JURISDICTION**

**MONTH OF MARCH 2022**

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	14	\$ 3,731
COMSTOCK	ELECTRICAL	20	\$ 3,331
COMSTOCK	MECHANICAL	19	\$ 4,169
COMSTOCK	PLUMBING	9	\$ 1,381
COMSTOCK	SPECIAL - JURISDICTION	2	\$ 200
COMSTOCK	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL COMSTOCK</b>		<b>64</b>	<b>\$ 12,812</b>
KALAMAZOO	BUILDING	11	\$ 1,788
KALAMAZOO	ELECTRICAL	12	\$ 2,197
KALAMAZOO	MECHANICAL	28	\$ 4,846
KALAMAZOO	PLUMBING	4	\$ 498
KALAMAZOO	SPECIAL - JURISDICTION	6	\$ 600
KALAMAZOO	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL KALAMAZOO</b>		<b>61</b>	<b>\$ 9,929</b>
PARCHMENT	BUILDING	1	\$ 170.00
PARCHMENT	ELECTRICAL	1	\$ 210.00
PARCHMENT	MECHANICAL	3	\$ 356.00
PARCHMENT	PLUMBING	2	\$ 280.00
PARCHMENT	SPECIAL - JURISDICTION	-	\$ -
PARCHMENT	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL PARCHMENT</b>		<b>7</b>	<b>\$ 1,016</b>
PINE GROVE	BUILDING	3	\$ 1,507
PINE GROVE	ELECTRICAL	6	\$ 918
PINE GROVE	MECHANICAL	4	\$ 745
PINE GROVE	PLUMBING	1	\$ 100
PINE GROVE	SPECIAL - JURISDICTION	-	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL PINE GROVE</b>		<b>14</b>	<b>\$ 3,270</b>
RICHLAND	BUILDING	13	\$ 12,539
RICHLAND	ELECTRICAL	17	\$ 3,520
RICHLAND	MECHANICAL	20	\$ 4,598
RICHLAND	PLUMBING	20	\$ 4,735
RICHLAND	SPECIAL - JURISDICTION	-	\$ -
RICHLAND	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL RICHLAND</b>		<b>70</b>	<b>\$ 25,392</b>
RICHLAND VILLAGE	BUILDING	1	\$ 170
RICHLAND VILLAGE	ELECTRICAL	-	\$ -
RICHLAND VILLAGE	MECHANICAL	-	\$ -
RICHLAND VILLAGE	PLUMBING	-	\$ -
RICHLAND VILLAGE	SPECIAL - JURISDICTION	-	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	-	\$ -
<b>TOTAL RICHLAND VILLAGE</b>		<b>1</b>	<b>\$ 170</b>
<b>TOTAL</b>		<b>217</b>	<b>\$ 52,589</b>

REVENUE	REVENUE
MARCH 2021	% PREV YEAR MONTH
\$ 73,173	71.9%

PERMITS	PERMITS
MARCH 2021	% 2021 - YTD
201	108.0%



2022 MONTHLY PERMITS BY JURISDICTION

**YEAR TO DATE AS OF: MARCH 2022**

JURISDICTION	PERMIT CATEGORY	# PERMITS	PERMIT REVENUE
COMSTOCK	BUILDING	36	\$ 11,005
COMSTOCK	ELECTRICAL	53	\$ 13,963
COMSTOCK	MECHANICAL	52	\$ 15,727
COMSTOCK	PLUMBING	17	\$ 2,784
COMSTOCK	SPECIAL - JURISDICTION	7	\$ 700
COMSTOCK	SPECIAL - HOMEOWNER	1	\$ 55
<b>TOTAL COMSTOCK</b>		<b>166</b>	<b>\$ 44,234</b>
KALAMAZOO	BUILDING	49	\$ 11,613
KALAMAZOO	ELECTRICAL	48	\$ 9,958
KALAMAZOO	MECHANICAL	60	\$ 9,619
KALAMAZOO	PLUMBING	17	\$ 2,048
KALAMAZOO	SPECIAL - JURISDICTION	16	\$ 1,600
KALAMAZOO	SPECIAL - HOMEOWNER	1	\$ 55
<b>TOTAL KALAMAZOO</b>		<b>191</b>	<b>\$ 34,893</b>
PARCHMENT	BUILDING	3	\$ 540
PARCHMENT	ELECTRICAL	8	\$ 1,171
PARCHMENT	MECHANICAL	6	\$ 751
PARCHMENT	PLUMBING	3	\$ 380
PARCHMENT	SPECIAL - JURISDICTION	2	\$ 200
PARCHMENT	SPECIAL - HOMEOWNER	0	\$ -
<b>TOTAL PARCHMENT</b>		<b>22</b>	<b>\$ 3,042</b>
PINE GROVE	BUILDING	8	\$ 5,450
PINE GROVE	ELECTRICAL	11	\$ 1,931
PINE GROVE	MECHANICAL	16	\$ 2,601
PINE GROVE	PLUMBING	2	\$ 284
PINE GROVE	SPECIAL - JURISDICTION	0	\$ -
PINE GROVE	SPECIAL - HOMEOWNER	0	\$ -
<b>TOTAL PINE GROVE</b>		<b>37</b>	<b>\$ 10,266</b>
RICHLAND	BUILDING	29	\$ 25,940
RICHLAND	ELECTRICAL	45	\$ 10,877
RICHLAND	MECHANICAL	42	\$ 8,629
RICHLAND	PLUMBING	34	\$ 7,333
RICHLAND	SPECIAL - JURISDICTION	0	\$ -
RICHLAND	SPECIAL - HOMEOWNER	0	\$ -
<b>TOTAL RICHLAND</b>		<b>150</b>	<b>\$ 52,779</b>
RICHLAND VILLAGE	BUILDING	4	\$ 725
RICHLAND VILLAGE	ELECTRICAL	4	\$ 535
RICHLAND VILLAGE	MECHANICAL	6	\$ 865
RICHLAND VILLAGE	PLUMBING	3	\$ 355
RICHLAND VILLAGE	SPECIAL - JURISDICTION	0	\$ -
RICHLAND VILLAGE	SPECIAL - HOMEOWNER	0	\$ -
<b>TOTAL RICHLAND VILLAGE</b>		<b>17</b>	<b>\$ 2,480</b>
<b>TOTAL KABA</b>	<b>YTD</b>	<b>583</b>	<b>147,694</b>

REVENUE	REVENUE
YTD - MARCH 2021	% 2021 - YTD
<b>\$ 206,020</b>	<b>71.7%</b>

REVENUE
% 2022 YTD BUDGET
<b>95.0%</b>

PERMITS	PERMITS
YTD - MARCH 2021	% 2021 - YTD
<b>543</b>	<b>107.4%</b>

2022 MONTHLY CUMULATIVE TOTALS			
# PERMITS	REVENUE		
176	\$	45,738	JAN
190	\$	49,367	FEB
217	\$	52,589	MAR
-	\$	-	APRIL
-	\$	-	MAY
-	\$	-	JUNE
-	\$	-	JULY
-	\$	-	AUG
-	\$	-	SEPT
-	\$	-	OCT
-	\$	-	NOV
-	\$	-	DEC
583	\$	147,694	2022



# Your Employee Benefits Proposal

**Prepared for:** Charter Township of Kalamazoo

**Presented by:** BURNHAM & FLOWER INSURANCE GROUP - MICHIGAN

**Proposal Prepared on:**  
March 28, 2022

Life and AD&D Insurance

**Proposed Effective Date:**  
April 1, 2022

Standard Insurance Company





## Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2018 was 5 days for clean claims and 6 days for all claims (internal company data as of January 2019).

### Covered Members

An active Elected Official or Trustee of the Employer.

An active employee of the Employer working 30 or more hours per week.

An employee of the Employer who retired under the Employer's retirement program.

- **Class 1:** Active Elected Officials and Trustees
- **Class 2:** All Active Exempt Police and Exempt Administrative Staff
- **Class 3:** All Active Non-Exempt Police Officers
- **Class 4:** All Other Active Members

	Basic			
	Class 1	Class 2	Class 3	Class 4
<b>Benefit Schedule</b>	Flat \$55,000	1 x Annual Earnings	Flat \$55,000	1 x Annual Earnings
<b>Rounding</b>	n/a	Up to next \$1,000	n/a	Up to next \$1,000
<b>Maximum Benefit</b>	n/a	\$80,000	n/a	\$40,000
<b>Minimum Benefit</b>	n/a	\$30,000	n/a	\$30,000
<b>Guarantee Issue</b>	Full Benefit	Full Benefit	Full Benefit	Full Benefit
<b>AD&amp;D Benefit</b>	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
<b>Age Reduction Schedule</b>	None	None	To 50% at age 70 To 35% at age 75	To 50% at age 70 To 35% at age 75
<b>Employer Contribution</b>	100%	100%	100%	100%
<b>Minimum Participation</b>	100%	100%	100%	100%

### Life Highlights

	Basic			
	Class 1	Class 2	Class 3	Class 4
<b>Waiver of Premium</b>	Not Included	Eligible to age 60 Waived to SSNRA Age reductions apply	Eligible to age 60 Waived to SSNRA Age reductions apply	Eligible to age 60 Waived to SSNRA Age reductions apply

### Additional Plan Design Details

- All other provisions of the existing plan remain unchanged.



## Cost

	Basic
<b>Life</b>	
<b>Members</b>	57
<b>Volume</b>	\$3,153,000
<b>Rate: Per \$1,000</b>	.450
<b>Monthly Premium</b>	\$1,419
<b>AD&amp;D</b>	
<b>Members</b>	57
<b>Volume</b>	\$3,153,000
<b>Rate: Per \$1,000</b>	.020
<b>Monthly Premium</b>	\$63
<b>Total Billed Premium</b>	\$1,482
<b>Rate Guarantee</b>	Until 01-Mar-2023

## More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:  
<http://www.standard.com/group-life-add>



## Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Normal commission scale ([www.standard.com/financial-professional/insurance-benefits/compensation](http://www.standard.com/financial-professional/insurance-benefits/compensation)) included for Life.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit [www.standard.com/financial-professional/insurance-benefits/compensation](http://www.standard.com/financial-professional/insurance-benefits/compensation). Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

## About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on June 26, 2022, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

## Financial Strength Ratings

For information about our Financial strengths ratings visit [www.standard.com/about](http://www.standard.com/about)



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Kalamazoo, MI 49004-1056  
Tele: (269) 381-8080  
Fax: (269) 381-3550  
www.ktwp.org

**AGENDA ITEM REQUEST FORM**

**AGENDA ITEM NO:** 04112022 8A

FOR MEETING DATE: April 11, 2022

SUBJECT: Consideration of Approval of Kalamazoo Township Climate Action Plan

REQUESTING DEPARTMENT: Climate Committee

**SUGGESTED MOTION:**

Move to approve the Kalamazoo Township Climate Action Plan

Financing Cost: 0

Source:      General Fund \_\_\_\_\_ Grant \_\_\_\_\_ Other \_\_\_\_\_

Are these funds currently budgeted? Yes \_\_\_\_\_ No \_\_\_\_\_

Other comments or notes:

Submitted by: Mark Miller, Clerk

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.

## **KALAMAZOO TOWNSHIP CLIMATE ACTION PLAN**

### ***DOING OUR PART TO ADDRESS THE CLIMATE CRISIS***

**(4/11/2022 version presented to the Township Board)**

#### **INTRODUCTION**

All of us understand that the climate crisis represents the most severe and persistent threat to the continued flourishing of human civilization and to the natural world that supports it. The question is: what can we - Kalamazoo Township government, employees, and citizens - do on a local scale about such an overwhelming threat.

To have a viable Climate Action Plan we need to work in three areas. First, the Township has direct control over its buildings, vehicles, and other direct purchases and assets. Second, the Township works in cooperation with other governmental entities, such as the Kalamazoo County Road Commission, Kalamazoo Regional Water/Wastewater Commission, etc. Third, the Township can encourage positive actions of its residents through ordinances and education.

This is intended to be a living document that articulates the research and recommendations of the Township Climate Committee. As technologies evolve, we will improve its recommendations to help strengthen Kalamazoo Township's ability to reduce carbon emissions and mitigate negative environmental impacts in the Township. However, it should not be construed as making policy changes or granting budgetary authority without further Board action.

The motivating idea behind this plan is the following: every policy, budgetary decision, or action will be considered by the Township Board, staff, and other township bodies in light of its impact on the climate crisis.

**GOAL:** Commit the Charter Township of Kalamazoo to a just and equitable transition toward reaching carbon neutrality by 2040. Our ability to do this will rely on appropriate financial and regulatory assistance and collaboration with other state and federal entities, including but not limited to the County of Kalamazoo and adjacent local governments.

#### **OBJECTIVE 1: ESTIMATE KALAMAZOO TOWNSHIP CURRENT GREENHOUSE GAS (GHG) EMISSIONS AND THEN MONITOR AND DOCUMENT FUTURE EMISSIONS**

The Climate Committee built a current baseline of GHG emissions using the Simplified GHG Emissions Calculator (SEGC) by the EPA. As of August 2021, we have entered the township building energy bills from 2019 and the amount of vehicle fuel purchased in 2020.

The Climate Committee will calculate the fuel consumption for the Township's maintenance tools, such as lawnmowers, weed whackers, etc.



For Township vehicles, 28,484 gallons of gasoline and 1,532 gallons of diesel were purchased in 2020, equating to 266 Metric Tons (MT) of CO<sub>2</sub>.

The Township purchased 2,754,648.3 Kbtu of natural gas for heating, hot water, and cooling in its buildings, equating to 150 MT of CO<sub>2</sub>.

In 2019, the Township purchased 349,000 kWh of electricity for buildings equating to 209 MT of CO<sub>2</sub> emissions.

From July 2019 thru June 2020, the Township used 773,130 kWh of electricity on street lighting equating to 463.3 MT of CO<sub>2</sub>.

Based on these data, the Township generated about 1088 MT of CO<sub>2</sub> in a year. Of that, 42% was generated to light our streets, suggesting that using more efficient streetlights would help the Township reduce its carbon footprint.

## **OBJECTIVE 2: IMPLEMENT ENERGY EFFICIENCY AND GREENHOUSE GAS REDUCTION STRATEGIES**

This category includes implementing technologies and practices to reduce energy use directly, and moving energy uses to the electrical grid, which we anticipate will become less carbon-intensive in coming years.

**2.1) Install Energy-efficient Streetlights:** Consumers Energy owns and manages 1546 streetlights in Kalamazoo Township. Funded by a special assessment, Kalamazoo Township pays the utility for the energy used. Beginning in 2020, as older lamps burn out, Consumers Energy replaces the older, high-pressure sodium lights with energy-efficient, 3000K LED streetlights. As of June 2021, the utility replaced 314 (20%) older streetlights with LEDs and expects to replace 3-4% of older lights each year (Trustee Steve Leuty). Kalamazoo Township continues to interact with the utility to seek opportunities to accelerate the conversion to LEDs. LED streetlights are more efficient and last 20-25 years. If we had solar operated LED streetlights, there would be zero carbon emissions.

**2.2) Purchase Energy Efficient Vehicles and Light Equipment:** The Committee recommends a policy requiring Battery Electric Vehicles and non-gasoline equipment unless they are not feasible.

**2.2.1)** Use Clean Cities Network Resources and Michigan Clean Cities Fleet Consulting Service ([michigancleancities.org](http://michigancleancities.org)) to help with planning our fleet EV transition. Register the Township with Consumers Energy "PowerMIFleet" program. Research adding EV charging infrastructure to existing Township buildings.

**2.2.2)** Apply for "Charge Up Michigan" grant to install Electric Vehicle Supply Equipment (EVSE) at new Eastwood Fire Station. This could be for Township-owned vehicles only, and/or include charging spaces in public parking, with a charging network agreement. Electrical supply will be sized to easily install future EV expansion.

**2.2.3)** Utilize “Alternative Fuel Data Center” Tools [www.afdc.energy.gov](http://www.afdc.energy.gov) , EGLE’s “EV Planning Resources for Communities” and other resources for planning.

### **2.3) Develop Energy Efficient Buildings**

**2.3.1) Township Buildings:** In recent years, the Township implemented significant, energy-efficiency improvements, including a new HVAC system, an insulated membrane roof for the Township office, and lighting systems in the fire stations and Township office building and parking lot.

**2.3.2)** Consumers Energy carried out an audit on Township buildings in Summer 2021 (four fire stations, Township Hall, Grand Prairie Golf Course Clubhouse). We are evaluating recommendations, which fall mainly in the areas of lighting, heating and cooling, and a new controller for the golf course water pump.

**2.3.3)** We agree that there is a need for a more in-depth evaluation of our buildings, focusing on insulation, infiltration, window efficiency, and HVAC efficiency.

As each building is evaluated, the Township will need to plan for and perform the recommended upgrades. Apply for the Catalyst Communities “Community Energy Management” funding to carry out the audit above, and possibly help to fund some of the upgrades. [Michigan.gov/Energy>Funding Opportunities>Community Energy Management Program](http://Michigan.gov/Energy>Funding Opportunities>Community Energy Management Program)

**2.3.4) Standards for new construction and renovations:** Proposals for future construction of new buildings or renovation of existing buildings should include consideration of meeting LEED standards or other renewable and energy efficiency standards. It is not necessary to pay for the credential, but documentation should be given to the Board that these considerations have been undertaken.

On October 25, 2021, the Township Board passed a motion “To approve the Phase 2 work for the new Eastwood Fire Station, authorizing DLZ Architects and Engineering for a total cost of \$580,333, and to authorize Manager Mitchell to sign the contract and associated documents, subject to the understanding that the design team will interact with the Township Climate Committee to consider proposals to expand renewable energy production and maximize energy efficiency in the design of the station, in order to approach net-zero energy use as closely as feasible subject to budgetary constraints and design requirements.”

**2.4) Practice Circular Economy:** The circular economy attempts to use recycled material to make a product and then to recycle the end product. An example of this is: buying post-consumer recycled paper and then recycling the paper when done.

The Township has already used its significant economic power to have a Township recycling program. This helped to reduce the waste going into the landfills and it encourages the use of recycled materials, such as recycled plastics and paper.

To build on this circular economy commitment, the Township could now be working with its suppliers to determine if they are working on Climate Action Plans, and recycling. It should prioritize using suppliers who have recycling plans with their products and who are implementing Climate Action Plans to reduce their toxins and their energy usage.

The Township can also ask for Safety Data Sheets. These are required by OSHA for all hazardous materials in end-user products. By asking for these SDS's it might determine which supplier uses the safest materials. An example of this is, who uses the fewest and safest hazardous materials in the dry cleaning products used to clean the police uniforms. By using fewer known hazardous materials, the Township is helping the circular economy.

This is an evolving (circular) area. As more companies look to recycle, more uses for recycled materials are developed. Therefore, both the Township and the Climate Committee should be constantly monitoring whether the Township is using the best product available in the circular economy.

### **OBJECTIVE 3: USE RENEWABLE ENERGY**

Renewable energy systems are becoming more cost-effective as advances in technology lead to increased efficiencies and the cost of traditional power sources increases. Kalamazoo Township will develop and identify opportunities to install solar, wind, geothermal, and other renewable energy systems at Township facilities and facilitate installations elsewhere. The current strategy will be focused on solar upgrades since many opportunities exist.

**3.1)** Investigate feasibility of photovoltaic panels on Township buildings. (Trustee Leuty + Manager Mitchell)

**3.2)** Investigate feasibility of a “solar farm” on Township property.

**3.3)** Investigate the possibility of owning fractional shares in renewable energy production (Community Solar or similar programs)

### **OBJECTIVE 4: SEEK TO IDENTIFY FUTURE CHALLENGES ARISING FROM CLIMATE CHANGE AND IMPLEMENT STRATEGIES TO IMPROVE RESILIENCE (ADAPTATION STRATEGIES)**

Identifying potential and unavoidable threats to our residents from climate change, and in what sequence we may face them, has been difficult. Examples might include inadequate storm sewer capacity to handle extreme rainfall events, or a need for cooling stations to serve many of our residents during a protracted heat wave (or heating stations if power outages in winter interrupt residential heating systems) coincident with a widespread power failure. We need to do more research to characterize and plan to respond to these.

Information provided below was abstracted and simplified from the Fourth National Climate Assessment section on Midwest impacts of climate change:

Biodiversity and Ecosystems - Parks and undeveloped land in the Township may house species and ecosystems that are at risk from temperature increases, habitat loss, pollution, nutrient inputs, and invasive species. Restoration of natural systems, use of green infrastructure, and conservation efforts, especially of wetlands, help protect people and nature from climate change impacts.

Human Health - Climate change will worsen existing health conditions and introduce new health threats by increasing the frequency and intensity of poor air quality days, extreme high temperature events, and heavy rainfalls; extending pollen seasons; and increasing disease-carrying pests and insects. We can expect to experience substantial, yet avoidable, loss of life, worsened health conditions, and economic impacts as a result of these changes. Improved basic health services and increased public health measures— including surveillance and monitoring—can prevent or reduce these impacts.

Transportation and Infrastructure - Stormwater management systems, transportation networks, and other critical infrastructure will experience impacts from changing precipitation patterns and elevated flood risks. Over time the annual cost of adapting stormwater systems to more frequent and severe storms may increase significantly beyond what is now required. Green infrastructure can reduce some of the negative impacts by using plants and open space to absorb stormwater.

Community Vulnerability and Adaptation - At-risk communities are becoming more vulnerable to climate change impacts such as flooding, drought, and increases in urban heat islands. Integrating climate adaptation into planning processes offers an opportunity to better manage climate risks now. Developing knowledge for decision-making in cooperation with vulnerable communities will help to build adaptive capacity and increase resilience.

## **OBJECTIVE 5: DEVELOP CLIMATE-FRIENDLY TOWNSHIP ORDINANCES, POLICIES AND PROGRAMS**

Revise Township ordinances and procedures to ensure that they encourage energy conservation and the use of renewable energy.

### **Existing Policies:**

**5.1)** The Township has adopted, and recently revised, a Wind and Solar Renewable Energy Systems Ordinance as part of its Zoning Ordinance, based on input solicited from the University of Michigan's Graham Sustainability Institute.

**5.2) Non-motorized Transportation Plan:** The Township Board recently (June 2021) approved a revised Plan, which will help prioritize efforts to improve walkability in our neighborhoods.

**5.3) Complete Streets Policy** (ongoing review)

**5.4) Township support of Transit:** continue our historical support of CCTA (we opted in all of our precincts), encourage increased ridership, encourage use of electric vehicles by CCTA and KCTA.

**5.5) Single hauler garbage and yard trimming collections:** Adopted in 2015, Ordinance 577 provides for a single garbage hauler for all Township residences selected by a competitive bid to reduce the number of heavy vehicles on our streets, thus reducing wear on our roads and GHG production in garbage collection.

**5.6) Recycling Program:** The Township's curbside recycling program began in Spring 1989 as a pilot (likely the first program in a Michigan township), which grew within months to serve all 1-4 unit housing structures. In 2020, approximately 80% of eligible households participated.

**5.7) Yard Waste program:** The Township contracts to provide seasonal spring and fall collections of tree leaves and brush since 1994 (in response to a state ban on yard trimmings in landfills). In addition, residents can manage their yard trimmings by using two, local, private drop-off sites, composting and mulching grass clippings in their yards, or subscribing to weekly yard waste collection from the Township's single-hauler.

#### **Proposed Policies:**

**5.8)** Ask Planning Commission to study ordinance amendments allowing for greater density in some areas of the Township.

**5.9) SolSmart:** The Township will work to achieve SolSmart certification, a national designation program designed to recognize communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets. [www.solsmart.org](http://www.solsmart.org) (Miller)

#### **OBJECTIVE 6: FACILITATE RESIDENT EDUCATION:** (Trustee Glass and Jennifer Drake)

**6.1)** Establish a goal of publishing at least one climate-related article in every Township newsletter or at least mention the climate crisis and some part of the Township's plan to address it.

**6.2)** Create and maintain a climate action page on the Township website, with links to this plan (when adopted), a summary of the Township's efforts to address the climate crisis, and other organizations to which the Township belongs or with which the Township collaborates.

**6.3)** Develop a social media focus on the climate crisis.

**6.4)** Have representation of the Climate Change Committee at neighborhood gatherings to provide information to residents about reducing our carbon footprint.

**6.5)** Coordinate tours (virtual or in person) of local homes, new and retrofitted, that demonstrate steps toward reaching carbon neutrality. (The Climate Change Committee will work on this for 2022.)

**6.6)** Publicize through the Township newsletter and website the Consumers Energy “Bring Your Own Charger” rebate program. [bringyourowncharger.com/consumersenergy](http://bringyourowncharger.com/consumersenergy) (Miller)

#### **OBJECTIVE 7: COLLABORATE WITH OTHER ENTITIES**

**7.1)** Continue participating in the Michigan Green Communities Challenge. <https://migreencommunities.com/>

**7.2)** Seek participation with other county, regional or state-level initiatives. Report what others are doing back to the Township Climate Committee.

**7.3)** Research and consider joining the US Mayors Climate Protection Agreement

**7.4)** As appropriate, have a representative give presentations at meetings of Environmental Committees of other government entities or obtain reports from them.

**7.5)** Collaborate with the Kalamazoo Climate Crisis Coalition.

#### **OBJECTIVE 8: TRACK PROGRESS TOWARD REACHING GOALS**

The Climate Committee anticipates making quarterly reports to the Township Board. As progress is made in prioritizing investments in climate mitigation, the Climate Committee will make proposals to the Board for undertaking the infrastructure improvements identified above.

#### **OBJECTIVE 9: CREATE A SUSTAINABLE CLIMATE CHANGE COMMITTEE**

A Recommendation for Budget and Staffing. All members of the Climate Change Committee have come to realize that undertaking the research, writing, and collaboration needed to implement this plan to the extent and speed required to be fully responsive to the climate crisis is highly unlikely on an all-volunteer basis or by adding duties to existing staff and elected officials. Moreover, existing budget realities clearly do not allow for hiring a full-time climate change coordinator position within the Township.

The County consists of various governmental entities such as townships, cities, villages, school districts, transportation districts, etc. To ensure coordinated efforts and to get cost efficiencies from size, members of the Climate Change Committee are in conversation with our partners in Kalamazoo County to explore opportunities for collaboration, including, in time, the possibility of sharing a climate position. This position could be hosted by the County and participating partners would share financial support and then benefit from shared efforts in planning and implementation.

Note 1: Tesla has created a unit to work with Police Departments. Their cars have currently been converted to police vehicles in a few jurisdictions and the results have been favorable.

Not including the seven Fire Trucks, the Township has approximately 40 vehicles. Our current rate of replacement appears to average 3-4 a year. If we continue with that rate, but replace our vehicles with electric vehicles, we would be converted in 10-15 years.

The Fire Trucks would take longer. There currently are electric Fire Trucks on the market and again the reports are favorable. Fire engines appear to have a life of 25+ years. This means vehicles purchased today will still be operational into the 2040's.



1720 Riverview Drive  
Kalamazoo, MI 49004-1056  
Tele: (269) 381-8080  
Fax: (269) 381-3550  
www.ktwp.org

**AGENDA ITEM REQUEST FORM**

**AGENDA ITEM NO:** 04112022 8B

FOR MEETING DATE: April 11, 2022

SUBJECT: Consideration of Approval of Kalamazoo Township Vehicle Purchase Policy

REQUESTING DEPARTMENT: Climate Committee

**SUGGESTED MOTION:**

Move to approve the Kalamazoo Township Vehicle Purchase Policy and have it added to the Township Policy Manual.

Financing Cost: 0

Source:      General Fund \_\_\_\_\_ Grant \_\_\_\_\_ Other \_\_\_\_\_

Are these funds currently budgeted? Yes \_\_\_\_\_ No \_\_\_\_\_

Other comments or notes:

Submitted by: Mark Miller, Clerk

Manager's Recommendation: Support

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

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## KALAMAZOO CHARTER TOWNSHIP

### VEHICLES AND EQUIPMENT PURCHASE POLICY

The following will be added in the appropriate place to the Township Policy Manual:

**Vehicles:** Departments purchasing new vehicles for the Township will specify battery electric vehicles (BEV) or plug-in hybrids (PHEV) or submit a statement in the request made to the Board saying that only traditional internal combustion or hybrid electric vehicles (HEV) are feasible for the intended application and give some detail on alternatives considered.

**Equipment:** Departments purchasing new Township maintenance equipment, including lawnmowers, leaf blowers, weed trimmers and other power equipment will specify battery or corded electric models or submit a statement to the Board that only gas-powered equipment is feasible for the intended application. This decision should not be based solely on price.



1720 Riverview Drive  
Kalamazoo, MI 49004-1056  
Tele: (269) 381-8080  
Fax: (269) 381-3550  
www.ktwp.org

**AGENDA ITEM REQUEST FORM**

**AGENDA ITEM NO:** 04112022 9A

**FOR MEETING DATE:** 4/11/2022

**SUBJECT:** Demolition of Property

**REQUESTING DEPARTMENT:** Police

**SUGGESTED MOTION:**

The Township of Kalamazoo take action on the current demolition order for the properties located at 1217 Pinehurst Boulevard and 553 Gayle Avenue. Furthermore, these properties be demolished by Bailey Excavating for a cost not to exceed \$16,725.00, with costs being assessed against the property.

**Financing Cost:** \$16,725.00 or less

**Source:**      General Fund \$16,725.00      Grant \_\_\_\_\_      Other \_\_\_\_\_

**Are these funds currently budgeted?** Yes X      No \_\_\_\_\_

**Other comments or notes:**

**Submitted by:** Lt. Darien Smith

**Manager's Recommendation:** Support

**Direction:** In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office **NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING**. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

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Date: April 6, 2022

To: Township Manager Dexter Mitchell

From: Lt. Darien Smith and Ordinance Officer Robert McCain

RE: Demolition of Properties



The Township of Kalamazoo is committed to improving the quality of life within the community we serve. To address properties within the community that are in disrepair the Township of Kalamazoo Police Department works closely with the Kalamazoo Area Building Authority (KABA), the Township of Kalamazoo Attorney's Office, and the 8<sup>th</sup> District Court. Our goal is to work with the property owners to seek compliance, however, when properties fall into complete disrepair to the point they are not salvageable the only remaining option is to demolish the property.

The first step in the enforcement process is to notify the property owner of specified issues with the property and give them an opportunity to address the problems. If these issues go unaddressed, a citation to appear in court is then issued to the property owner. If found in violation of the ordinance a compliance order is then issued to the property owner to bring the property into compliance. If the compliance order is violated and the issues remain, we then summon the property back to court for a show cause hearing. During this hearing, the property owner has an opportunity to explain to a judge why the order hasn't been brought into compliance and what steps they are taking to remedy the problem. The owner is then given a final opportunity to fix the property and if not repaired the Township of Kalamazoo is then authorized to demolish the property. Although the description of this process is concise, the process itself is lengthy and provides the property owner ample opportunity to fix the cited issues.

The Township of Kalamazoo currently holds two valid demolition orders for properties at 553 Gayle Avenue and 1217 Pinehurst Avenue. These orders have been vetted by the Township of Kalamazoo Attorney's Office and both specific orders are included with this proposal. The property to be demolished at 553 Gayle Avenue is the remaining foundation and garage. The property owner had demolished the residence, but fell short of demolishing the garage and removing the foundation. The property is not protected by fencing and there is a large cavity where the basement existed.

The property to be demolished at 1217 Pinehurst Boulevard is a detached garage. The home has been abandoned and the owner has refused to remove the detached garage. Both properties are currently unoccupied and have had no progress towards compliance. Furthermore, Mike Alwine from KABA believes the foundation at 553 Gayle Avenue isn't salvageable and the garage at 1217 Pinehurst Boulevard would be significantly more costly to repair than its value.

After seeking bids for each demolition project, the only company available to complete the work was Bailey Excavating. The bid for demolition and cleanup of 553 Gayle Avenue is \$8,200, not to exceed \$10,200 if asbestos is detected. The bid for demolition and cleanup of 1217 Pinehurst Boulevard is \$4,525, not to exceed \$6,525 if asbestos is detected. These prices include the necessary disconnects from Consumers Energy, environmental testing which included the asbestos assessment, and anything necessary to bring the lot back to grade.

After numerous attempts to have these properties brought into compliance, and the property owners being unwilling/unable to do so, we believe the best course of action moving forward is to have Bailey Excavating demolish both properties for a total cost not to exceed \$16,725.00. These costs should be assessed against the property.

**Attachments:**

**Demolition Order**

**Estimates for Demolition**

**Recent Pictures of Properties**

Robert Bailey Contractors, Inc.  
1727 Construction Drive  
Kalamazoo, MI 49048



Phone: (269) 349-1585  
Fax: (269) 349-0960  
bob@baileyexcavating.com

Kalamazoo Township  
1720 Riverview Drive  
Kalamazoo, MI 49004

3/30/2022

**RE: Demo of Garage & Site Clean-up at 1217 Pinehurst Blvd., Kalamazoo, MI**

Dear Rob,

Bailey Excavating is pleased to submit our proposal for the work listed above based on the following scope of work:

Demo of the existing garage, concrete slab to remain, clean up debris, permits, inspection services and samples checking for asbestos .....\$4,525.00

If abatement is needed to remove asbestos, there would be an additional cost of \$1,500.00 - \$2,000.00

I would like to thank you for your consideration. If you have any questions, please contact the Bailey office at (269) 349-1585.

Sincerely,

Robert Bailey  
President

*Continued on Page 2*

**Demo of garage, site clean-up at 1217 Pinehurst Blvd., Kalamazoo, MI**

By signing this proposal, you are authorizing Bailey Excavating to perform work as described in the attached quote.

**Accepted By:**

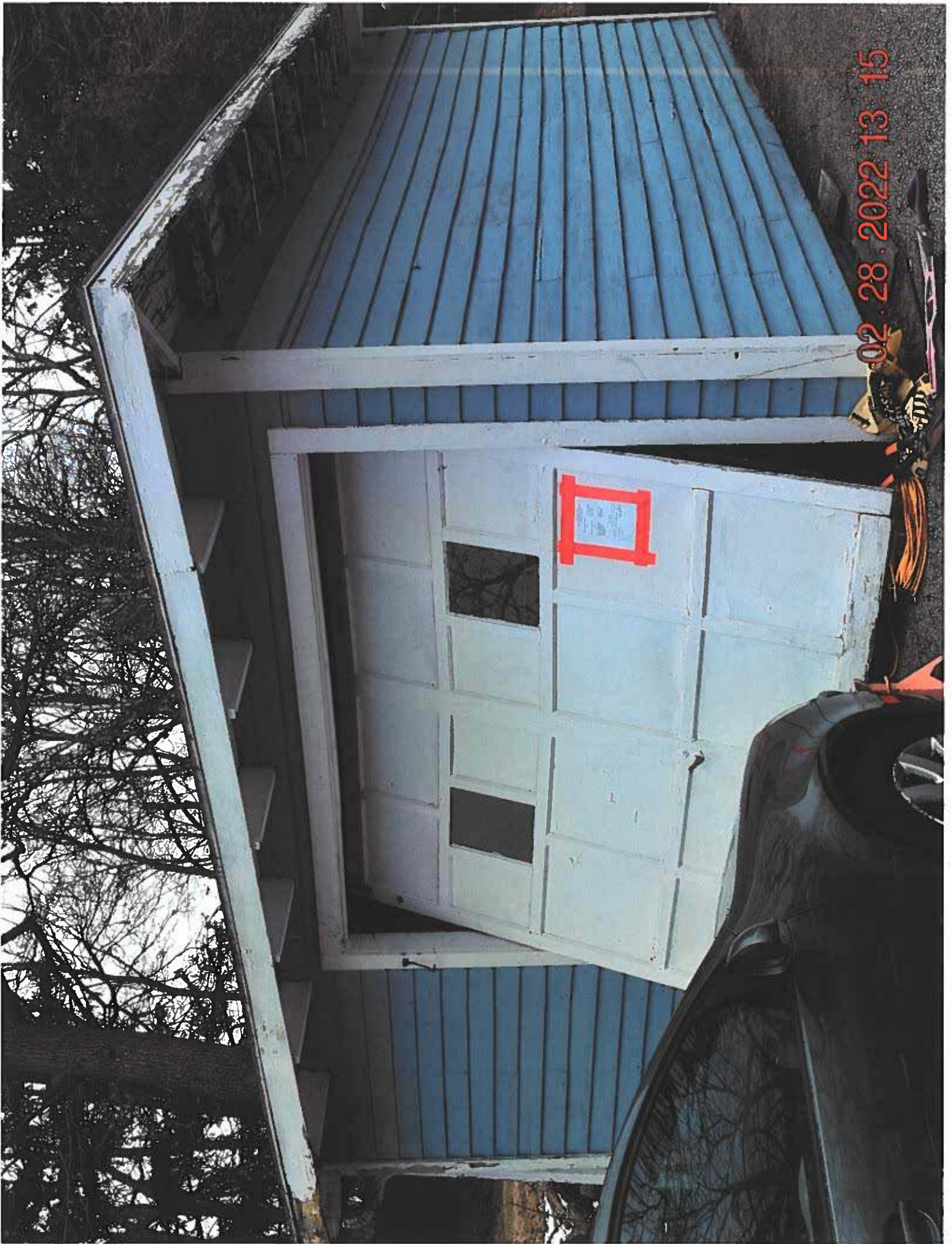
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

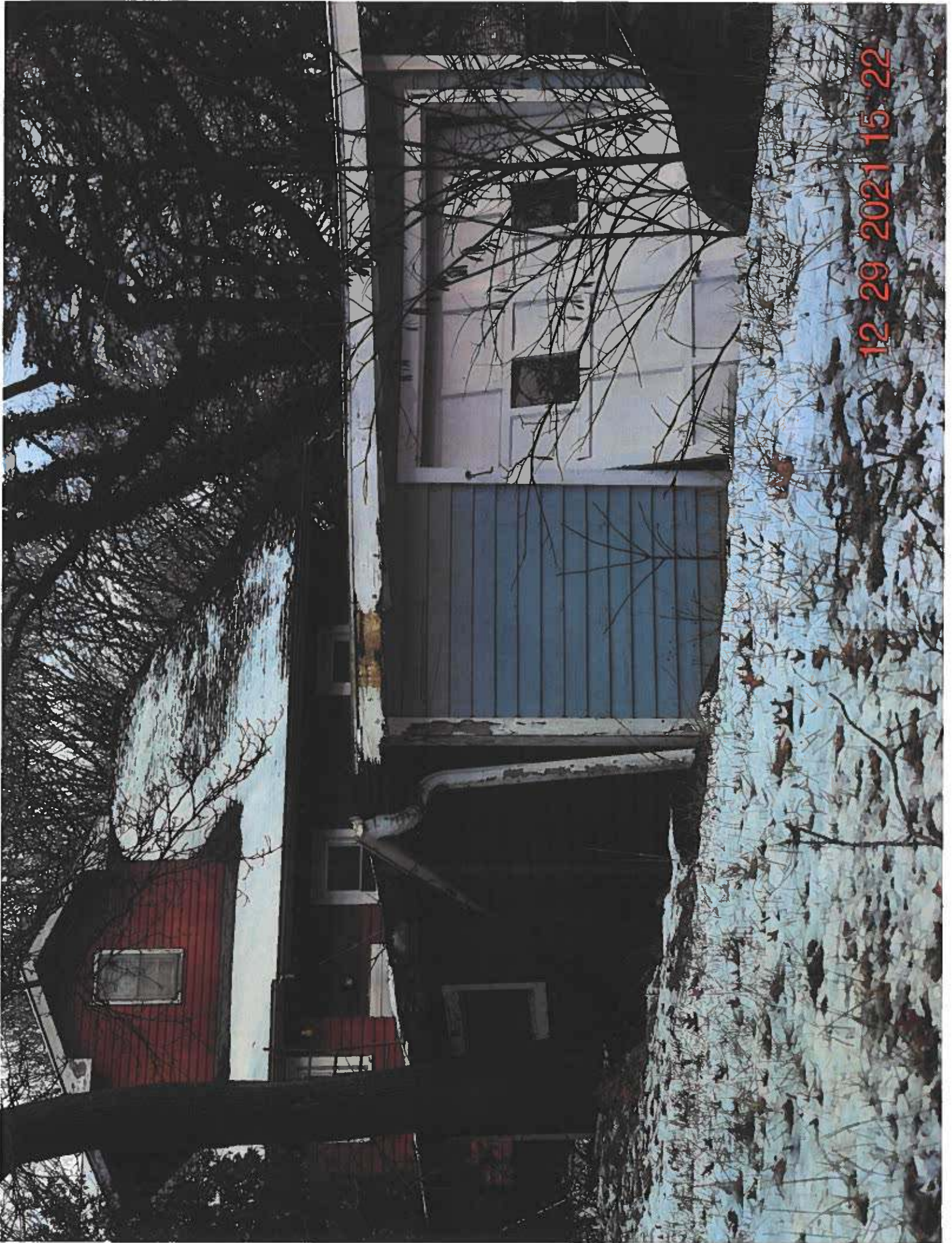
\_\_\_\_\_  
Date

- Robert Bailey Contractors, Inc. (RBCI) is responsible for contacting MissDig three working days prior to commencement of work.

-Customers are responsible for all private staking. RBC is not responsible for any damage caused by unmarked private utilities.



02.28.2022 13:15



12 29 2021 15:22



LAW OFFICES OF BAUCKHAM, SPARKS, THALL, SEEBER & KAUFMAN, P.C. · 470 W. CENTRE AVE., SUITE A, PORTAGE, MI 49024-0600

STATE OF MICHIGAN  
IN THE 8TH JUDICIAL DISTRICT COURT-CROSSTOWN  
FOR THE COUNTY OF KALAMAZOO

KALAMAZOO CHARTER TOWNSHIP,

Plaintiff,

Hon. Christopher T. Haenicke

v

Case No. 21K261412 A, B, C

ASHLEY CATHERINE MCDOWELL,

Citation No. 261412

Defendant.

Roxanne C. Seeber (P51374)  
Attorney for Kalamazoo Township  
BAUCKHAM, SPARKS, THALL,  
SEEBER & KAUFMAN, P.C.  
470 W Centre Ave., STE A  
Portage MI 49024-5362  
(269) 382-4500

Ashley Catherine McDowell  
In Pro Per  
750 Pleasant Ave. #206  
Kalamazoo, MI 49008

**ORDER ENFORCING ORDINANCES**

At a session of said Court held in the City of Kalamazoo  
County of Kalamazoo, State of Michigan  
on this 9th day of February, 2022

PRESENT: CHRISTOPHER T. HAENICKE, DISTRICT COURT JUDGE

WHEREAS, an Order Requiring Compliance with the Charter Township of Kalamazoo's Litter and Vehicle Storage and Repair Ordinances and the State Construction Code as administered and enforced by the Township respecting the Defendant's property at 1217 Pinehurst (hereinafter "subject property") was entered on November 22, 2021; a show cause hearing was conducted on February 9, 2022, at which both parties had an opportunity to be heard; and during which the Court determined that the property was not in compliance with the Township's Ordinances and the prior Order of the Court.

LAW OFFICES OF BAUCKHAM, SPARKS, THALL, SEEGER & KAUFMAN, P.C. - 470 W. CENTRE AVE., SUITE A, PORTAGE, MI 49024-0600

NOW THEREFORE, IT IS HEREBY ORDERED that the garage is deemed to be abandoned pursuant to the Court's Order of November 22, 2021, and that after February 28, 2022, the Charter Township of Kalamazoo may demolish the garage located on the subject property. Said removal and disposal may be completed by Township employees or agents or the Township may contract to have the work done.

IT IS FURTHER ORDERED that any expense incurred by the Township in demolishing the garage and removing the debris shall be chargeable against the Defendant and the Court shall enter judgment in favor of the Township and against the Defendant in the amount of the costs of removal and disposal upon presentation of documentation of the costs of the same; which judgment shall be collectible by the Township in any legal manner, including as if, and in the same manner as, a tax upon the real property (parcel # 06-08-470-440) which is legally described as:

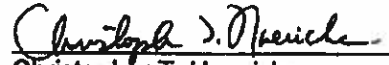
"2296660 3906 08 470 440 SCHEIDS SUB-DIVISION OF A PART OF  
BRUEN PARK LOT 44"

IT IS FURTHERED ORDERED that the Defendant shall eliminate all violations of the Township's Vehicle Storage and Repair Ordinance by February 28, 2022, and shall thereafter maintain the property in compliance with the Ordinance. Specifically, the Defendant shall remove the unlicensed/inoperable black Forester Subaru and the gray Volkswagen from outdoor storage on the subject property. At any time after February 28, 2022 during with the Defendant is the owner of the subject property as established by the Kalamazoo County Register of Deeds, the Township may enter the subject property and remove any items in violation of the Township Vehicle Storage and Repair Ordinance without prior notice to the Defendant. Any costs incurred by the Township in the removal and disposal of offending items shall be reimbursed by the Defendant;

LAW OFFICES OF BAUCKHAM, SPARKS, THALL, SEEBER & KAUFMAN, P.C. • 470 W. CENTRE AVE., SUITE A, PORTAGE, MI 49024-0600

Kalamazoo Township vs Ashley Catherine McDowell  
Case No. 21K261412, A, B, C  
Order Enforcing Ordinances

and the Township is permitted to secure its costs by adding them to the tax roll for the real property.

  
Christopher T. Haenicke  
District Judge

This Order prepared by:  
Roxanne C. Seeber (P51374)

Robert Bailey Contractors, Inc.  
1727 Construction Drive  
Kalamazoo, MI 49048



Phone: (269) 349-1585  
Fax: (269) 349-0960  
bob@baileyexcavating.com

Kalamazoo Township  
1720 Riverview Drive  
Kalamazoo, MI 49004

3/30/2022

**RE: Demo of Garage & Site Clean-up and Site Restoration at 553 Gayle Avenue**

Dear Rob,

Bailey Excavating is pleased to submit our proposal for the work listed above based on the following scope of work:

Demo of the existing garage, clean up concrete and concrete block left from house demo, import Class II Sand, and Topsoil to bring lot back to grade, seed disturbed areas, demo permit, inspection services and samples to check for asbestos.....\$8,200.00

If abatement is needed there would be an additional cost of \$1,5000.00- \$2,000.00.

I would like to thank you for your consideration. If you have any questions, please contact the Bailey office at (269) 349-1585.

Sincerely,

Robert Bailey  
President

*Continued on Page 2*

**Demo of garage, site clean-up and restoration at 553 Gayle Avenue, Kalamazoo, MI**  
By signing this proposal, you are authorizing Bailey Excavating to perform work as described in the attached quote.

**Accepted By:**

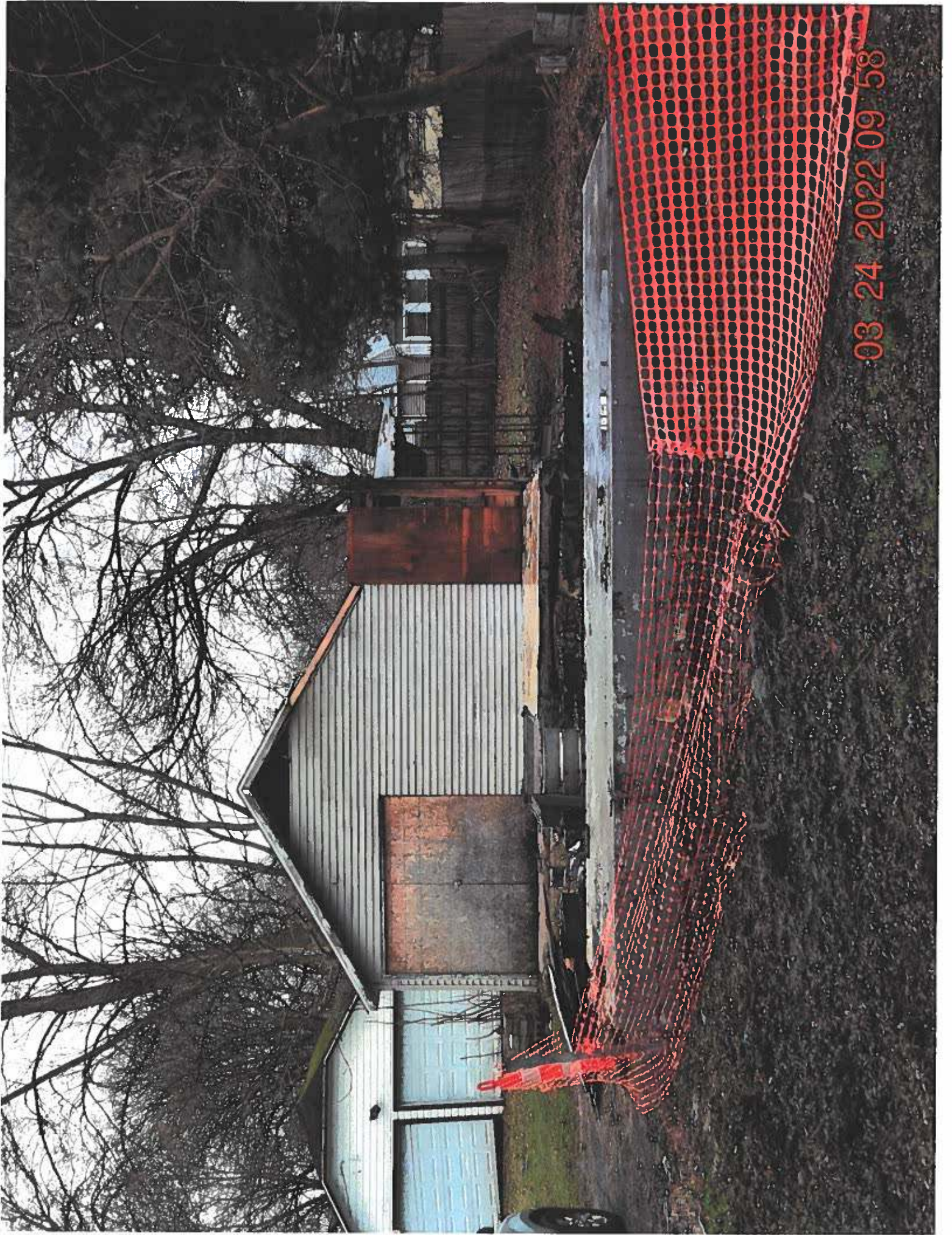
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

- Robert Bailey Contractors, Inc. (RBCI) is responsible for contacting MissDig three working days prior to commencement of work.

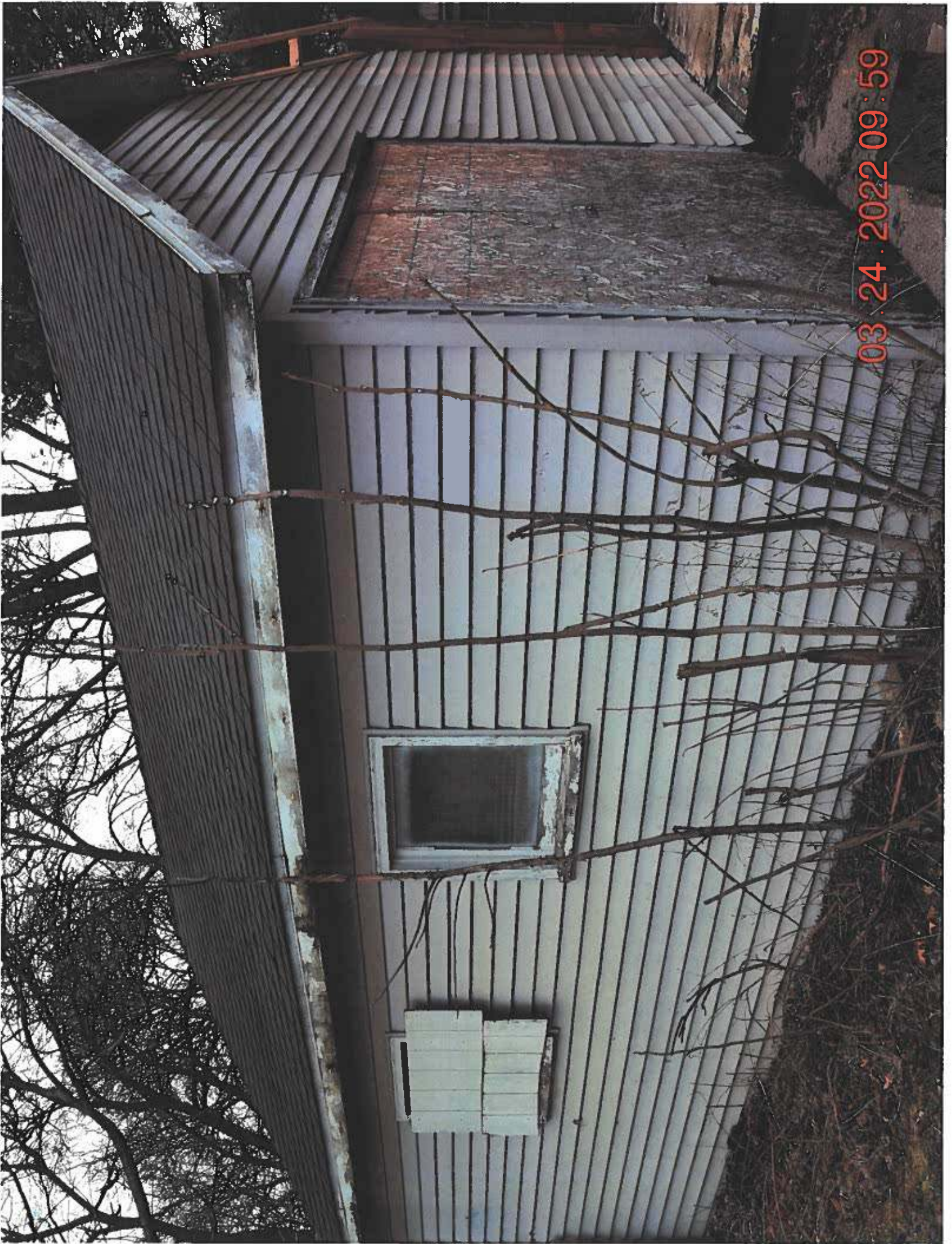
-Customers are responsible for all private staking. RBC is not responsible for any damage caused by unmarked private utilities.



03 24 2022 09 58



03 24 2022 09 59



03.24.2022 09:59



LAW OFFICES OF BAUCKHAM, SPARKS, THALL, SEEBER & KAUFMAN, P.C. - 470 W. CENTRE AVE., SUITE A, PORTAGE, MI 49024

STATE OF MICHIGAN  
IN THE 8TH JUDICIAL DISTRICT COURT-CROSSTOWN  
FOR THE COUNTY OF KALAMAZOO

KALAMAZOO CHARTER TOWNSHIP,

Plaintiff,

Hon. Christopher T. Haenicke

v

Case No. 20K119543

FERNANDO AURILIO JUARICO-MORALES,

Citation No. K119543

Defendant.

Roxanne C. Seeber (P51374)  
Attorney for Kalamazoo Township  
BAUCKHAM, SPARKS, THALL,  
SEEBER & KAUFMAN, P.C.  
470 W. Centre, Suite A  
Portage, MI 49024 (269) 382-4500

Fernando Aurilio Juarico-Morales  
In Pro Per  
611 Terrace Ct.  
Kalamazoo, MI 49001

**ORDER ENFORCING STATE CONSTRUCTION CODE**

At a session of said Court held in the City of Kalamazoo  
County of Kalamazoo, State of Michigan  
on this 12 day of April, 2021.

PRESENT: CHRISTOPHER T. HAENICKE, DISTRICT JUDGE

WHEREAS, a Compliance Order was entered on January 11, 2021; and a show cause hearing was conducted on April 12, 2021, respecting the property owned and/or occupied by the Defendant at 553 Gayle (hereinafter "subject property") within the Charter Township of Kalamazoo, at which hearing both parties had an opportunity to be heard, during which the Court was advised in the premises and determined that the Defendant is in contempt of the Court's previous Order of January 11, 2021.

Kalamazoo Charter Township vs Fernando Aurillo Juarico-Morales  
Case No. 20K119543  
Order Enforcing State Construction Code

NOW THEREFORE, IT IS HEREBY ORDERED the Defendant shall pull a demolition permit and accomplish demolition of the structure on the subject property on or before ~~May 30, 2021~~ **OCT 31, 2021**

IT IS FURTHER ORDERED that at any time after May 30, 2021, during which the Defendant is the owner/occupant of the subject property, the Charter Township of Kalamazoo is authorized to enter the subject property and effectuate demolition and clean-up on its own or it may contract to have the work done.

The Township shall be permitted to secure payment of its demolition and clean-up costs by recording a copy of this order and the judgment(s) and proof of payment of its clean-up costs against Kalamazoo County Parcel No. 06-13-117-020 which is legally described as:

"4203280 3906 13 117 020 VOSLERS ADDITION LOT 2 BLK 5."

  
Christopher T. Haenicke  
District Judge

This Order prepared by:  
Roxanne C. Seeber

LAW OFFICES OF BAUCKHAM, SPARKS, THALL, SEEBER & KAUFMAN, P.C. - 470 W. CENTRE AVE., SUITE A, PORTAGE, MI 49024



1720 Riverview Drive  
Kalamazoo, MI 49004-1056  
Tele: (269) 381-8080  
Fax: (269) 381-3550  
www.ktwp.org

**AGENDA ITEM REQUEST FORM**

**AGENDA ITEM NO:** 04112022 9B

FOR MEETING DATE: April 11, 2022

SUBJECT: Fire Station Fire Alarm System Maintenance Request

REQUESTING DEPARTMENT: Fire

**SUGGESTED MOTION:**

A motion authorizing the Township of Kalamazoo to enter into a Purchase Order and Service Agreement with Engineered Protection Systems (EPS) for the upgrade and maintenance of the fire alarm systems located at the four Township of Kalamazoo fire stations and to authorize Manager Mitchell to sign the agreements representing the Township of Kalamazoo.

Financing Cost: \$26,525

Source:        General Fund \_\_\_\_\_ Grant \_\_\_\_\_ Other Fire Capital \_\_\_\_\_

Are these funds currently budgeted? Yes X        No \_\_\_\_\_

Other comments or notes:

Submitted by: Dave Obreiter, Fire Chief

**Manager's Recommendation:**

Direction: In order for an item to be included in the agenda this form must be completed and signed by the department head, committee chairperson, etc. requesting board action. This form is to be complete and accompany any and all requests submitted to the Kalamazoo Township Board of Trustees for official action. It indicates that the item has received proper administrative consideration prior to its presentation to the Board. The completed form and supporting documentation must be received in the Manager's office NO LATER THAN NOON THE THURSDAY PRECEDING THE NEXT REGULAR BOARD MEETING. Any request presented without this form or after the deadline will be considered incomplete and returned for resubmission.

The mission of Kalamazoo Township is to provide government services that promote a safe, healthy, accessible, and economically viable community to live, work, learn and play.



## Fire Department

1720 Riverview Drive  
Kalamazoo, MI 49004  
Tel: (269) 888-2170  
Fax: (269) 381-3550  
[www.ktwp.org](http://www.ktwp.org)

TO: Dexter Mitchell, Township Manager  
FROM: David Obreiter, Fire Chief  
RE: Fire Station Fire Alarm System Maintenance Request  
DATE: April 7, 2022

In our 2022 Capital Improvement Plan, the need to modernize and maintain the fire alarm systems located at the four Township of Kalamazoo Fire Stations was identified.

We have maintained and tested the current systems as long as practically possible. The four systems range in age of 15-30 years and have all exceeded the expected lifetime of such systems. At the Northwood, Lakewood and Westwood Stations, the project includes the replacement of all original smoke and heat detectors in the facilities, allow for cellular system monitoring, add audio/visual alarm devices, add carbon monoxide monitoring and will bring the three stations fire alarm systems up to current code. Due to the pending replacement of the Eastwood Fire Station, that fire alarm system will only be getting upgraded to allow for cellular monitoring at this time.

The total cost of the project is \$26,525. The cost of each location is as follows:

Northwood - \$8,900  
Eastwood - \$1,225  
Lakewood - \$6,900  
Westwood - \$9,500

The monthly monitoring and service agreement fees will stay the same, with the exception of an additional \$34.74 cellular monitoring fee per location.

I am requesting a motion authorizing the Township of Kalamazoo to enter into a Purchase Order and Service Agreement with Engineered Protection Systems (EPS) for the upgrade and maintenance of the fire alarm systems located at the four Township of Kalamazoo fire stations for a total cost of \$26,525 as budgeted in the 2022 Fire Department Capital Improvement Plan and to authorize Manager Mitchell to sign the agreements representing the Township of Kalamazoo.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 4th day of April, 2022 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

KALAMAZOO TOWNSHIP FIRE 1720 RIVERVIEW KALAMAZOO, MI 49048

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

EASTWOOD FIRE STATION 2703 EAST MAIN STREET KALAMAZOO MI 49048

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [x] Monitoring 2. [ ] Internet Monitoring \* 3. [x] Cellular Monitoring \* 4. [ ] Service Agreement 5. [x] Cellular Protection Plan 6. [ ] Opening & Closing Supervision 7. [ ] Activity Report 8. [ ] Inspection 9. [ ] Connected Services 10. [ ] Access Control Administration

\* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$1,225.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System.

The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$20.00, in addition to \$34.74 per month and is billed per quarter that is payable in advance on the first day of each quarter during the term hereof.

[x] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice sixty (60) days in advance of the effective date of such increase. Subscriber shall notify EPS in writing thirty (30) days prior to the effective date of the increase if the Subscriber is unwilling to pay any such increased charge. If Subscriber timely provides such written notice to EPS, EPS has the option of rescinding the increase and continuing with the contract, or terminating the contract. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to the Subscriber.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber. An operating cost increase under this subparagraph is not an increase in the annual charge for services under Paragraph B(2) and no right of refusal or termination is granted to Subscriber for an operation cost increase assessed under this subparagraph.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof. In the event of termination prior to the end of the contract term, the Subscriber agrees to pay, in addition to any charges for services rendered prior to termination date, 75% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty).

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO NEGLIGENT PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS

OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF *EPS*, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST *EPS* ARISING OUT OF *EPS*' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

**E. LIMITED WARRANTY:**

*EPS* DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

**F. SUBSCRIBER'S INDEMNIFICATION**

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS*, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING *EPS*'s PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF *EPS*, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF *EPS* WHILE ON SUBSCRIBER'S PREMISES.

**G. SUBCONTRACTORS:**

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY *EPS* TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO *EPS*. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS* AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

**H. APPROVAL:**

This Agreement shall not be effective until executed in writing by an authorized representative of *EPS*. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

**I. ENTIRE AGREEMENT**

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF *EPS* IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

## TERMS AND CONDITIONS

**1. SUBSCRIBER'S AUTHORIZATION** — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

**2. SERVICE AGREEMENT:**

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.

**3. MONITORING:**

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G.** OPENING & CLOSING SUPERVISION shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

**4. CANCELLATION:**

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

**B.** It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

**C.** In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

**5. INSTALLATION:**

**A.** EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EP5 including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

**B.** Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

**C.** Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

**D.** Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

**E.** Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

**F.** Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

**G.** Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

**6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.**

**7. ATTORNEY FEES** - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

**8. ASSIGNABILITY** - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

**9. PARTIAL INVALIDITY** - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.



**Schedule of Protection  
(SP2)**

Subscriber: EASTWOOD FIRE STATION

Location: 2703 EAST MAIN STREET KALAMAZOO, MI 49048

**Devices:**

1 Verizon Commercial LTE/Internet Fire-Rated Communicator

In addition to all existing equipment

I  accept  decline the cellular communicator unit.

**Existing Equipment:** If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment..

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

## **INTERNET/CELLULAR MONITORING ADDENDUM**

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

### **CELLULAR PROTECTION PLAN**

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 1st day of April, 2022 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

KALAMAZOO TWNSP FIRE - LAKEW 1720 RIVERVIEW KALAMAZOO, MI 49004

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

LAKWOOD FIRE STATION 3100 LAKE ST KALAMAZOO MI 49001

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [x] Monitoring 2. [ ] Internet Monitoring \* 3. [x] Cellular Monitoring \* 4. [x] Service Agreement 5. [x] Cellular Protection Plan
6. [ ] Opening & Closing Supervision 7. [ ] Activity Report 8. [x] Inspection Annual Fire Testing 9. [ ] Connected Services 10. [ ] Access Control Administration

\* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$6,900.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System. The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$115.00, in addition to \$34.74 per month and is billed per quarter that is payable in advance on the first day of each quarter during the term hereof.

[x] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice sixty (60) days in advance of the effective date of such increase. Subscriber shall notify EPS in writing thirty (30) days prior to the effective date of the increase if the Subscriber is unwilling to pay any such increased charge. If Subscriber timely provides such written notice to EPS, EPS has the option of rescinding the increase and continuing with the contract, or terminating the contract. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to the Subscriber.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber. An operating cost increase under this subparagraph is not an increase in the annual charge for services under Paragraph B(2) and no right of refusal or termination is granted to Subscriber for an operation cost increase assessed under this subparagraph.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof. In the event of termination prior to the end of the contract term, the Subscriber agrees to pay, in addition to any charges for services rendered prior to termination date, 75% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty).

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO

NEGLIGENT PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF EPS, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST EPS ARISING OUT OF EPS' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

**E. LIMITED WARRANTY:**

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

**F. SUBSCRIBER'S INDEMNIFICATION**

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EPS, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING EPS'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF EPS, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF EPS WHILE ON SUBSCRIBER'S PREMISES.

**G. SUBCONTRACTORS:**

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY EPS TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO EPS. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPS AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

**H. APPROVAL:**

This Agreement shall not be effective until executed in writing by an authorized representative of EPS. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

**I. ENTIRE AGREEMENT**

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF EPS IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

## TERMS AND CONDITIONS

**1. SUBSCRIBER'S AUTHORIZATION** — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

**2. SERVICE AGREEMENT:**

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.

**3. MONITORING:**

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G.** OPENING & CLOSING SUPERVISION shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

**4. CANCELLATION:**

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

**B.** It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

**C.** In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

**5. INSTALLATION:**

**A.** EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EP5 including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

**B.** Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

**C.** Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

**D.** Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

**E.** Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

**F.** Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

**G.** Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

**6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.**

**7. ATTORNEY FEES** - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

**8. ASSIGNABILITY** - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

**9. PARTIAL INVALIDITY** - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection  
(SP2)**

Subscriber: LAKEWOOD FIRE STATION

Location: 3100 LAKE ST KALAMAZOO, MI 49001

**Devices:**

- 1 DMP XR150 Fire Alarm Panel and Annunciator Package
- 1 DMP Verizon Cell w/18" Coax Cable
- 1 12V 10.5 a Battery
- 1 Subcontract
- 1 Package Discount Pricing
- 1 Standard Document Box per NFPA Code
- 7 4" Octagon Box
- 3 DMP Smoke Detector 12V, LX Bus
- 4 194 Degree Rate-of-Rise Heat Detector
- 2 DMP Surface-Mounted Backbox
- 2 DMP Single Action Pull Station
- 6 DMP 1-Zone Module
- 1 10 Amp 120 Volt Remote Charger Power Supply in Lockable Metal Enclosure
- 2 Battery 12v 7ah
- 3 System Sensor White Wall Mount Horn/Strobe
- 1 System Sensor White Wall Mount Strobe
- 2 Shop Parts Bridle Rings
- 500 Wire 18G/4C Fire Plenum
- 250 Wire 14G/2C Fire Plenum
- 1 Miscellaneous
- 2 Conduit 10' Unit

In addition to all existing equipment

Central Station Service/UL Fire Certificate

I  accept  decline the cellular communicator unit.

**Existing Equipment:** If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If

equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment..

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:



## **INTERNET/CELLULAR MONITORING ADDENDUM**

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

### **CELLULAR PROTECTION PLAN**

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 1st day of April, 2022 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

KALAMAZOO TOWNSHIP 1720 RIVERVIEW DRIVE KALAMAZOO, MI 49004

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

KALAMAZOO NORTHWOOD FIREDEPT 2617 N BURDICK STREET KALAMAZOO MI 49001

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [X] Monitoring 2. [ ] Internet Monitoring \* 3. [X] Cellular Monitoring \* 4. [X] Service Agreement 5. [X] Cellular Protection Plan
6. [ ] Opening & Closing Supervision 7. [ ] Activity Report 8. [X] Inspection Annual Fire Testing 9. [ ] Connected Services 10. [ ] Access Control Administration

\* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$8,900.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System. The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$125.00, in addition to \$34.74 per month and is billed per quarter that is payable in advance on the first day of each quarter during the term hereof.

[X] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice sixty (60) days in advance of the effective date of such increase. Subscriber shall notify EPS in writing thirty (30) days prior to the effective date of the increase if the Subscriber is unwilling to pay any such increased charge. If Subscriber timely provides such written notice to EPS, EPS has the option of rescinding the increase and continuing with the contract, or terminating the contract. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to the Subscriber.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber. An operating cost increase under this subparagraph is not an increase in the annual charge for services under Paragraph B(2) and no right of refusal or termination is granted to Subscriber for an operation cost increase assessed under this subparagraph.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof. In the event of termination prior to the end of the contract term, the Subscriber agrees to pay, in addition to any charges for services rendered prior to termination date, 75% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty).

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO

NEGLIGENT PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF EPS, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST EPS ARISING OUT OF EPS' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

**E. LIMITED WARRANTY:**

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

**F. SUBSCRIBER'S INDEMNIFICATION**

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EPS, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING EPS'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF EPS, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF EPS WHILE ON SUBSCRIBER'S PREMISES.

**G. SUBCONTRACTORS:**

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY EPS TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO EPS. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPS AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

**H. APPROVAL:**

This Agreement shall not be effective until executed in writing by an authorized representative of EPS. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

**I. ENTIRE AGREEMENT**

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF EPS IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

## TERMS AND CONDITIONS

**1. SUBSCRIBER'S AUTHORIZATION** — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

**2. SERVICE AGREEMENT:**

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.

**3. MONITORING:**

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G.** OPENING & CLOSING SUPERVISION shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

**4. CANCELLATION:**

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

**B.** It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

**C.** In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

**5. INSTALLATION:**

**A.** EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EP5 including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

**B.** Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPSs subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

**C.** Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

**D.** Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscribers premises, Subscriber shall notify EPS immediately.

**E.** Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

**F.** Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

**G.** Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

**6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.**

**7. ATTORNEY FEES** - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

**8. ASSIGNABILITY** - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

**9. PARTIAL INVALIDITY** - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection  
(SP2)**

Subscriber: KALAMAZOO NORTHWOOD FIREDEPT

Location: 2617 N BURDICK STREET KALAMAZOO, MI 49001

**Devices:**

- 1 DMP XR150 Fire Alarm Panel and Annunciator Package
- 1 DMP Verizon Cell w/18" Coax Cable
- 1 12V 10.5 a Battery
- 1 Subcontract
- 1 Package Discount Pricing
- 1 Standard Document Box per NFPA Code
- 10 4" Octagon Box
- 3 DMP Smoke Detector 12V, LX Bus
- 7 194 Degree Rate-of-Rise Heat Detector
- 3 DMP Surface-Mounted Backbox
- 3 DMP Single Action Pull Station
- 10 DMP 1-Zone Module
- 1 10 Amp 120 Volt Remote Charger Power Supply in Lockable Metal Enclosure
- 2 Battery 12v 7ah
- 5 System Sensor White Wall Mount Horn/Strobe
- 4 System Sensor White Wall Mount Strobe
- 2 Shop Parts Bridle Rings
- 800 Wire 18G/4C Fire Plenum
- 500 Wire 14G/2C Fire Plenum
- 2 Miscellaneous
- 3 Conduit 10' Unit

In addition to all existing equipment

Central Station Service/UL Fire Certificate

I  accept  decline the cellular communicator unit.

**Existing Equipment:** If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If

equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment..

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

## **INTERNET/CELLULAR MONITORING ADDENDUM**

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

### **CELLULAR PROTECTION PLAN**

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.





Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 1st day of April, 2022 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

Westwood Twp Fire Station 1310 Nichols Rd Kalamazoo, MI 49006

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

Westwood Twp Fire Station 1310 Nichols Rd Kalamazoo MI 49006

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [X] Monitoring 2. [ ] Internet Monitoring \* 3. [X] Cellular Monitoring \* 4. [X] Service Agreement 5. [X] Cellular Protection Plan
6. [ ] Opening & Closing Supervision 7. [ ] Activity Report 8. [X] Inspection Annual Fire Testing 9. [ ] Connected Services 10. [ ] Access Control Administration

\* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$9,500.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System. The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$125.00, in addition to \$34.74 per month and is billed per quarter that is payable in advance on the first day of each quarter during the term hereof.

[X] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice sixty (60) days in advance of the effective date of such increase. Subscriber shall notify EPS in writing thirty (30) days prior to the effective date of the increase if the Subscriber is unwilling to pay any such increased charge. If Subscriber timely provides such written notice to EPS, EPS has the option of rescinding the increase and continuing with the contract, or terminating the contract. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to the Subscriber.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber. An operating cost increase under this subparagraph is not an increase in the annual charge for services under Paragraph B(2) and no right of refusal or termination is granted to Subscriber for an operation cost increase assessed under this subparagraph.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof. In the event of termination prior to the end of the contract term, the Subscriber agrees to pay, in addition to any charges for services rendered prior to termination date, 75% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages (but not as penalty).

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO

NEGLIGENT PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF EPS, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST EPS ARISING OUT OF EPS' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

**E. LIMITED WARRANTY:**

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

**F. SUBSCRIBER'S INDEMNIFICATION**

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EPS, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING EPS'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF EPS, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF EPS WHILE ON SUBSCRIBER'S PREMISES.

**G. SUBCONTRACTORS:**

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY EPS TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO EPS. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPS AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

**H. APPROVAL:**

This Agreement shall not be effective until executed in writing by an authorized representative of EPS. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

**I. ENTIRE AGREEMENT**

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF EPS IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

## TERMS AND CONDITIONS

**1. SUBSCRIBER'S AUTHORIZATION** — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

**2. SERVICE AGREEMENT:**

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.

**3. MONITORING:**

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G.** OPENING & CLOSING SUPERVISION shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

**4. CANCELLATION:**

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

**B.** It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

**C.** In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

**5. INSTALLATION:**

**A.** EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EP5 including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

**B.** Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

**C.** Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

**D.** Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

**E.** Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

**F.** Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

**G.** Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

**6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.**

**7. ATTORNEY FEES** - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

**8. ASSIGNABILITY** - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

**9. PARTIAL INVALIDITY** - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection  
(SP2)**

Subscriber: Westwood Twp Fire Station

Location: 1310 Nichols Rd Kalamazoo, MI 49006

**Devices:**

- 1 DMP XR150 Fire Alarm Panel and Annunciator Package
- 1 DMP Verizon Cell w/18" Coax Cable
- 1 12V 10.5 a Battery
- 1 Subcontract
- 1 Package Discount Pricing
- 1 Standard Document Box per NFPA Code
- 12 4" Octagon Box
- 3 DMP Smoke Detector 12V, LX Bus
- 8 194 Degree Rate-of-Rise Heat Detector
- 5 DMP Surface-Mounted Backbox
- 5 DMP Single Action Pull Station
- 14 DMP 1-Zone Module
- 1 10 Amp 120 Volt Remote Charger Power Supply in Lockable Metal Enclosure
- 2 Battery 12v 7ah
- 5 System Sensor White Wall Mount Horn/Strobe
- 4 System Sensor White Wall Mount Strobe
- 2 Shop Parts Bridle Rings
- 800 Wire 18G/4C Fire Plenum
- 500 Wire 14G/2C Fire Plenum
- 2 Miscellaneous
- 5 Conduit 10' Unit
- 1 Carbon Monoxide Detector

In addition to all existing equipment

Central Station Service/UL Fire Certificate

I  accept  decline the cellular communicator unit.

**Existing Equipment:** If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment..

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

## **INTERNET/CELLULAR MONITORING ADDENDUM**

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

### **CELLULAR PROTECTION PLAN**

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.