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**Board of Trustees Regular Meeting Agenda
Monday, March 27, 2023
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, March 27, 2023, 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/84564946210?pwd=Z2dxKzN5RHpxMm50dGhZTnVnWThRdz09>

Meeting ID: 845 6494 6210

Passcode: 553672

Find your local number:

<https://us02web.zoom.us/u/kQij1Ahlh>

Meeting ID: 845 6494 6210

Passcode: 553672

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 a 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 March 3, Special Board Meeting
- B. Minutes of March 13, 2023, Board of Trustees Work Session
- C. Minutes of March 13, 2023, Board of Trustees Regular Meeting
- D. Payment of bills in the amount of \$ 76,362.32

Receipt of:

- A. Treasures Report –January 2023
- B. Fire Report — Annual 2022

7 – Public Hearing/Presentation

None for this meeting.

8 – Old Business

9 – New Business

- A. Request to Approve Fire Department Contract
- B. Request to Approve Fire Alarm System Maintenance (Eastwood Fire Station)
- C. Request to Approve Board Committee to Decide A Personnel Matter
- D. Request to Approve RFP for Township Mowing

10 – Items Removed from the Consent Agenda

11 – Board Member Reports

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

12 – Attorney Report

13 – Manager Report

14 – Public Comments

15 – Adjournment

Posted: March 24, 2023



Kevlar A. Mitchell, Manager
Charter Township of Kalamazoo

CHARTER TOWNSHIP OF KALAMAZOO
BOARD OF TRUSTEES SPECIAL MEETING
Wednesday, March 8, 2023

The Board of Trustees of the *Charter Township of Kalamazoo* held a Special Meeting on **Wednesday, March 8, 2023**, at **1:00 p.m.** in the Board Room of the Charter Township of Kalamazoo Administration Building, 1720 Riverview Drive, Kalamazoo, MI 49004.

PRESENT: Supervisor Donald Martin, Clerk Lisa Moaiery, Treasurer Sherine Miller, Trustee Steven Leuty, Trustee Ashley Glass, Trustee Mark Miller, and Trustee Clara Robinson.

ABSENT: None.

ALSO

PRESENT: Manager Dexter Mitchell.

Item 1 – CALL TO ORDER

Supervisor Martin called the meeting to order at 1:01 p.m.

Item 2 – ROLL CALL OF BOARD MEMBERS

All members were present.

Item 3 – PLEDGE OF ALLEGIANCE

Manager Mitchell led the Pledge of Allegiance.

Item 4 - BUSINESS ITEM PRESENTATION AND POSSIBLE ACTION ON A RESTRUCTURING OF PUBLIC SAFETY ADMINISTRATION (POLICE AND FIRE,) AND PERSONAL SERVICES CONTRACTS TO EFFECTUATE SUCH CHANGE.

Supervisor Martin read the following statement.

This meeting was noticed for the Township Board to consider restructuring of public safety administration and personnel services contract to effect such changes.

The Township Board understands that the need to get the fire department into a better situation than it has been in the last several months. I believe that the way to do this is to address the leadership role within the department into a more permanent manner. Deputy Chief Weidemann has served as Acting Chief and is not interested in the Chief's position. We wish to thank Chief Weidemann for his service. The Township Board recognizes the leadership situation at the fire department is critical at this time.

Following the termination of the previous Chief and Battalion Chief, the Township Board gave everyone an opportunity to speak regarding next step. Since that time, there has been no movement

by this Board to reinstate the former Fire Chief and Battalion Chief. So we are trying to move on with a more permanent solution.

A qualified member of the fire department, currently, Battalion Chief Jairus Baird has stepped up and is willing to assume a more permanent leadership role within the fire service. I believe that he is well qualified to assume a leadership role within the department, and that places him in the new position in the best way to deal with the temporary leadership that has been in place for the last several months. I believe that his ability to lead us at the fire department to a more forward motion.

The Township has a history with contracts within the fire service. I believe that such an agreement is beneficial to both the Township and Battalion Chief Baird needs to be done. I'm asking for action, and if this board would like to say something.

Trustee Leuty motioned that members of the current Policy Administration Committee made up of Trustee Miller, Trustee Robinson, and Supervisor Martin of the Kalamazoo Township Board, be authorized to immediately commence employment contract negotiations with Battalion Chief Baird, and to put forward a tentative agreement that must be approved by the full board; if negotiations with Battalion Chief Baird prove unsuccessful, to initiate contact with other qualified candidates to negotiate a contract for senior leadership position within the fire department; and under these emergent circumstances, this authorization supersedes all other policies, contracts, and procedures that may be inconsistent with this action.

Trustee Glass supported.

Trustee Glass asked about copies for the board.

Trustee Miller said the details were worked out shortly before the meeting. Labor counsel assisted with writing the statement and motion

Roll call vote (7-0), motion carried.

Item 5 – PUBLIC COMMENT

Angie Ponzini, Skyline, spoke of higher taxes and the residential-chief model in place without residents' knowledge. The model needs modernization to meet 2023 needs. She also spoke of switching to a unified public safety department with Police Chief Ergang in charge.

Trustee Leuty recognized the efforts of the firefighters during this crisis, assisting the Eastwood station, including Randy Thompson, Todd Kowalski, Todd Martin, Chad Baker, George Tazelaar, Brian Tenbrink, Cody Switzer, and Joe Coudron.

Item 6 – ADJOURNMENT

Supervisor Martin adjourned the meeting at 1:12 p.m.

MINUTES PREPARED BY:

Barbara Blankenship
Elections Coordinator & Document Manager

Respectfully submitted,

Lisa S. Moaiery, Clerk
Charter Township of Kalamazoo

Attested to by,

Donald D. Martin, Supervisor
Charter Township of Kalamazoo

CHARTER TOWNSHIP OF KALAMAZOO
BOARD OF TRUSTEES - WORK SESSION
Monday, March 13, 2023

The Board of Trustees of the *Charter Township of Kalamazoo* held a Work Session on **Monday, March 13, 2023**, at **5:30 p.m.** to discuss Work Session Agenda items and any other business that may legally come before the Board of Trustees of the Charter Township of Kalamazoo County. The meeting was in the Board Room of the Charter Township of Kalamazoo Administration Building, 1720 Riverview Drive, Kalamazoo, MI 49004.

PRESENT: Supervisor Donald Martin, Treasurer Sherine Miller, Clerk Lisa Moaiery, Trustee Mark Miller, Trustee Clara Robinson, Trustee Ashley Glass, and Trustee Steven Leuty

ABSENT: None

ALSO

PRESENT: Manager Dexter Mitchell, Police Chief Bryan Ergang, Lt. Scott Jackson, Attorney Seth Koches, and Acting Fire Chief Mike Weidemann

Supervisor Martin called the meeting to order at 5:30 p.m.

Item A DISCUSSION ON REVISIONS TO THE TOWNSHIP'S ORDINANCE

Lt. Jackson discussed the evaluation and revamping of ordinances by adopting misdemeanor ordinances for a series of ordinances in the packet. The attorney and prosecuting attorney were consulted, and misdemeanor ordinances would better serve at a township level. Most are existing state laws that would be converted into local misdemeanor ordinances.

Attorney Koches described the three options provided regarding discharging of a firearm and said the state option would most likely be preferred.

Trustee Miller asked for clarification if the red text in the handout of the existing ordinance would be deleted. He also asked about the financial impact.

Attorney Koches discussed a per pretrial conference fee or weekly fee depending on the number of cases. Hopefully, the township would break even with its portion of the fines.

Lt. Jackson said that smaller cases are not processed at the county level due to higher caseloads, so the department is losing money in officers' time spent on these cases. The goal is to provide the best service possible to the community.

Trustee Leuty asked for clarification of recoverable expenses.

Attorney Koches said the township gets nothing if the case goes to the county. With the misdemeanor ordinance, it would be a third. Others are doing this because more attention is needed for the misdemeanor cases.

Trustee Leuty also found an update needed in the litter ordinance and will forward it.

Supervisor Martin agreed with following the state law for the ordinances.

Lt. Jackson said the local ordinances would mirror the state laws and keep the numbering system but add a moniker of 395 to the numbering system, so the case goes to the right system.

Trustee Leuty commented about increased front counter traffic collecting fines.

Lt. Jackson defined the possible outcomes and did not see this causing an increase in front counter traffic. He also requested the board review and provide input on which direction to go with the firearm ordinance because it significantly impacts the community.

Item B DISCUSSION ON BUDGET AMENDMENT TO COVER ADDITIONAL SALARY & BENEFITS FOR CLERK, SUPERVISOR, AND TREASURER

Treasurer Miller asked the board to approve the budget amendment for 2023, covering the salary and benefit increase for the clerk, supervisor, and treasurer in the regular session.

Trustee Miller asked for the total amount of the budget amendment.

Manager Mitchell said \$41,525 per position.

Item C DISCUSSION ON ARPA COMMITTEE

Manager Mitchell discussed the American Recovery Plan Act, ARPA, money which was approximately 2.2 million dollars. Some money has been spent, but a committee should be formed to determine where the funds should be spent. He has submitted names of persons interested in joining the committee.

Trustee Glass is excited to move forward with a committee.

Supervisor Martin is happy it is set to move forward.

Treasurer Miller wants input from the residents and a person from each community.

Supervisor Martin suggested a posting on the website for suggestions from the residents, and the committee could review it.

Trustee Leuty felt it better for the member to be from the board as it is the board's responsibility to manage the budget. He has commented about using these funds for building projects.

Trustee Glass agrees with Treasurer Miller that community members should be allowed to be on the committee for their input and transparency. She also liked Supervisor Martin's suggestions.

Clerk Moaiery agrees that the community should be involved, but the final decision is the board's responsibility.

Treasurer Miller said many issues the board discusses come from the community, and she advocates adding community members.

Supervisor Martin said it was up to the committee.

Item D DISCUSSION ON FIRE DEPARTMENT ASSIGNMENT

Clerk Moaiery believes the potential way forward is to ensure the fire department works efficiently. Quality of life needs to be improved. She asked Texas Township about the process and its work with McGrath. With leadership changes, she thinks doing this now is a perfect time. She recommended the MLive article dated December 7, 2022, *Review Prompts Push for Culture Change at Texas Township Fire Department*.

Trustee Glass has had several conversations regarding structural and administration processes with a more modern model to better serve the leaders, the fire department, and the community. A fire department consultant is responsible for looking at this, and she would feel better with outside guidance.

Trustee Miller agrees with a review but is concerned with the timing. The negotiations with Jairus Baird, which have been extended, should be completed before starting the external review.

Trustee Robinson is not opposed to external review; she is concerned with timing to assess something amid significant change that would hinder the results.

Supervisor Martin says Jairus Baird has a good vision but has not had the opportunity to share it with the board, and he is for a 360-degree review.

Trustee Glass feels the bids should be initiated now because of current and previous issues. This process could start with Acting Chief Weidemann.

Supervisor Martin says the biggest issue is getting someone on board; he will not vote to do this before hiring.

Manager Mitchell said this audit would examine procedures, leadership, policies, pay, overtime, etcetera. He urges the board not to delay.

Trustee Leuty agrees with the urgency of hiring first; the department head should have time to get situated and then lead the review. He felt the board should not micromanage.

Trustee Glass is concerned that if everyone, including the person negotiating, agrees, why not start now. If we do not move forward, the decision could change.

Trustee Robinson addressed and thanked Acting Chief Weidemann. She is not opposed to getting a request for a proposal.

Clerk Moaiery said starting early would be beneficial and could set them up for success.

Trustee Miller wants to wait so Jairus can help.

Supervisor Martin wants to wait until after March 19.

Trustee Leuty is concerned that this is a specific agenda to hire a company, not to get the Request for Proposals, RFPs. Starting the process now may be viewed as the board micromanaging, and we must be careful not to put more on already overworked staff.

Manager Mitchell said this item is to get an RFP from McGrath, ESCI, and another company provided by the supervisor.

Trustee Glass quoted the document "request for proposals." She is confident the current chief can start getting the RFP.

Clerk Moaiery does not see the harm in getting the RFPs.

Trustee Glass said we probably would not have a proposal before negotiations have finished.

Treasurer Miller favors moving forward now with Acting Chief Weidemann and. She wants the board to approve getting proposals.

Trustee Leuty notes that the board meeting packet does not match the work session. Too soon for RFP without leadership in place.

Trustee Glass says the board should look at who controls this process. She wants the board, acting chief, and manager oversight.

Trustee Miller wants more specific levels of detail in the RFP.

Trustee Glass asked the manager for the depth of detail regarding discussions of the information needed.

Manager Mitchell gave details and asked the board to come together.

Item E DISCUSSION ON FIRE DEPARTMENT ASSIGNMENT

Manager Mitchell said this item was discussed with Item D.

Item F DISCUSSION ON SEWER INTEREST RATES

Treasurer Miller discussed a resident with a failing septic system looking to sell the property. She provided an amended sewer resolution where the assessment would last no more than ten years at 4% interest. Does the board agree with the rate.

Supervisor Martin asked about the calculations for the total cost.

Manager Mitchell said SWT usually provides the quote in partnership with the city. Typically, this is the owner's responsibility. Will this be the responsibility of the seller or buyer.

Supervisor Martin said that it is typically the seller's responsibility.

Trustee Robinson said by state statute it is the seller's responsibility.

Supervisor Martin said it has usually involved the city and seller because it is city water and sewer.

Manager Mitchell asked if there was an assessment card.

Trustee Miller was not able to locate information in the database.

Supervisor Martin suggested contacting the city regarding the leads. The township's data does not match what is out there now.

Manager Mitchell said Mike Swartz is the person to go to regarding leads.

Trustee Miller discussed fluctuating rates and is agreeable to the 4% in the resolution.

Trustee Glass asked if the rates should follow the federal loans rates to keep it at a good rate.

Manager Mitchell clarified Trustee Glass's statement and would lean toward the higher end because it is taxpayer money being used.

Trustee Robinson said this would mean the township then assumes the cost for the leads. State law requires the move to city sewer only if the septic fails. Comstock charges 8% interest so it is only used as a last resort.

Supervisor Martin said we should confirm if there is a lead. We also should consider 8% instead of 4%.

Trustee Leuty is concerned with possible legal issues term spot-zoning where you change the rules for one specific parcel.

Clerk Moaiery thanked Steve for pointing that out and suggested removing this item from the Board Meeting agenda for further research and revisit at the next meeting.

Treasury Miller appreciates conversation and would be in favor of raising rates and being the last option.

Item G MANAGERS UPDATE

Skipping update.

Item H DISCUSSION REGARDING ITEMS ON THE REGULAR AGENDA

None.

Item I PUBLIC COMMENT

Angie Ponzini, Skyline, read a letter she received Monday regarding an ongoing investigation. She thanked Acting Fire Chief Mike Weideman for his service. Angie also asked if the Public Safety Director is still being considered.

Acting Fire Chief Mike Weideman said he is not opposed to an audit, but the department is in transition mode and moving away from resident chief. Keep an open mind, look at the bad and good, but use the good moving forward.

Adjourned until 7:30 p.m.

MINUTES PREPARED BY:

Barbara Blankenship
Elections Coordinator & Document Manager

Respectfully submitted,

Lisa S. Moaiery, Clerk
Charter Township of Kalamazoo

Attested to by,

Donald D. Martin, Supervisor
Charter Township of Kalamazoo

**CHARTER TOWNSHIP OF KALAMAZOO
BOARD OF TRUSTEES MEETING
March 13th, 2023**

The Regular Meeting of the Board of Trustees of the *Charter Township of Kalamazoo* was held on **Monday, March 13, 2023**, 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 7:30 p.m.

Item 2 PLEDGE OF ALLEGIANCE

Treasurer Miller led the Pledge of Allegiance.

Item 3 ROLL-CALL OF BOARD MEMBERS

Item 4 ADDITIONS AND DELETIONS TO AGENDA

Treasurer Miller asked to remove Item C from the new business.

Item 5 PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS

None.

Item 6 CONSENT AGENDA

Clerk Moaiery moved to approve the Consent Agenda, which included action on the following items:

Approval of:

Minutes of February 27, 2023, Board of Trustees Regular Meeting
Minutes of March 3, 2023, Board of Trustees Special Meeting
Payment of Bills in the amount of \$ 294,573.07

Receipt of:

Check Disbursement Report- March 2023
Check EFT Report-February 2023
KABA — February 2023

Seconded by Treasurer Miller, voice vote, motion carried.

Item 7 PUBLIC HEARING/PRESENTATION

None.

Item 8 OLD BUSINESS

None.

Item 9 NEW BUSINESS

Item 9A REQUEST TO APPROVE A BUDGET AMENDMENT FOR ADDITIONAL SALARY & BENEFITS FOR CLERK, SUPERVISOR, AND TREASURER

Treasurer Miller reported. On February 27, the Board approved salary increases of \$35,000 for the elective positions of Clerk, Supervisor, and Treasurer. We need to make a budget amendment to accommodate that increase in salary and benefits.

Treasurer Miller moved to accept the 2023 budget amendment to cover the additional salary and benefits compensation for Clerk, Supervisor, and Treasurer. Trustee Robinson seconded, roll call vote (7-0), motion carried.

Item 9B REQUEST TO APPROVE ARPA COMMITTEE

Manager Mitchell said that several weeks ago, the Supervisor asked if anyone was interested in being on the ARPA committee. He can post the list of individuals who talked to or emailed him for board approval.

Trustee Glass moved to accept the list, Clerk Moaiery seconded,

Trustee Glass is excited to move forward to make lasting changes/improvements. Community participation or input is welcome.

Treasurer Miller wants to set up a meeting as quickly as possible. The committee chair has not been assigned, but she wants a date set in the next two to four weeks.

Trustee Leuty wanted clarification that this is a special committee, not a standard assigned meeting, so it would not meet the requirements for \$90 per meeting.

Trustee Miller said this situation is not addressed adequately in the policy manual. The manual states that if the Supervisor assigns a member to the committee, it is a board action, and the Supervisor could assign members to the committee.

Trustee Glass is discouraged that three members received pay increases and other trustees are not paid for their work.

Manager Mitchell clarified that they could amend the motion that they can or not be paid.

Supervisor Martin is concerned it could get out of hand, referring to an issue from a previous board.

Clerk Moaiery read the agenda item from February 13, 2023. She asked Attorney Seeber for clarification on how this could be addressed.

Attorney Seeber said it could be resolved by the Supervisor appointing members to the committee, or the Board can make an amendment one way or another and address it.

Trustee Glass amended the motion that she will not be paid, Trustee Miller seconded, roll call vote (1 aye Trustee Glass - 6 nay), motion carried.

Supervisor Martin revised the motion that he will appoint the committee. With the appointment this is an active committee, Treasurer Miller supported.

Trustee Miller commented that the Supervisor could appoint directly. Now they need to vote on the motion.

Roll call vote (6 aye – 1 nay Trustee Leuty), motion carried.

Item 9C REQUEST TO APPROVE SEWER HOOKUP INTEREST RATES

Removed from agenda.

Item 9D REQUEST TO APPROVE FIRE DEPARTMENT AUDIT AND ASSESSMENT

Clerk Moaiery is seeking board support to get proposals from three companies McGrath Consulting Group, ESCI, and a third for an audit and assessment of the Kalamazoo Township Fire Department.

Trustee Leuty said the proposal needs more detail and would also like to wait for the new leadership.

Clerk Moaiery moved to request proposals from the McGrath Consulting Group and the ESCI for an assessment of the Kalamazoo Township Fire Department not to exceed \$45,000, Treasurer Miller supported.

Trustee Miller would like to postpone this for a short period to add more detail to the proposal. He also stated that more full-time firefighters need to be hired to relieve the current firefighters.

Trustee Miller moved with a subsidiary motion to postpone, Trustee Leuty supported.

Trustee Glass said this is needed regardless, and we should start now. The Acting Fire Chief is still here and can initiate it, and the Manager can work with Acting Fire Chief Weidemann and Battalion Chief Baird. There is no harm in initiating contact and getting this started.

Trustee Robinson is amazed that the entire Board agreed but disagreed on the details. We fail to trust that this will happen, which is an issue for the Board, fire department, and residents.

Trustee Leuty asked Clerk Moaiery to repeat the motion.

Clerk Moaiery repeated the motion and her concern for the public and families of the fire department. This could empower management, and this is only for proposals, not to retain services.

Supervisor Martin agrees it is for a proposal only, and is not against it. The proposal needs an expiration date, and he has another company to add to the proposal.

Manager Mitchell said this could be viewed as an audit and tool to aid leadership.

Subsidiary motion roll call vote (3 aye Trustee Miller, Trustee Leuty, and Supervisor Martin – 4 nay), motion carried.

Trustee Glass motioned to make an amendment to the motion to request proposals from McGrath Consulting Group, ESCI, and a third option for an assessment of the Kalamazoo Township Fire Department not to exceed \$45,000, Treasurer Miller supported, roll call vote (4 aye – 3 nay Trustee Miller, Trustee Leuty, and Supervisor Martin), motion carried.

Item 10 ITEMS REMOVED FROM THE CONSENT AGENDA

None.

Item 11 BOARD MEMBER REPORTS

Trustee Leuty recognized communications from the firefighters' wives. Stacy Baker and Michelle Haas, expressed concern for the overworked and underappreciated firefighters and the physical and mental stress on the firefighters and their families. The Planning Commission Master Planning Workshop will be on March 16 at 6 p.m. During the last Planning Commission regular meeting, a step was taken toward a future special hearing to amend the zoning ordinance, removing fencing and screening requirements for marijuana facilities. Only outdoor growth facilities require fencing to match state requirements. He read a Michigan Regulatory Fund news briefing for adult medical use payments, and it looks like Kalamazoo Township is eligible for approximately \$207,000 payment for February 2023.

Trustee Glass has no report.

Trustee Miller comments about being able to relax during the meeting as a trustee. Professor Denise Keele, a former member of our Climate Committee, is currently Director of the Michigan Climate Action Network and has emailed the committee about a sign-on letter regarding SOOT rule, which is particulates that can act or have a negative effect on climate. EPA rules are being considered. He will send a link and ask members to sign as elected officials, saying yes, we want the EPA to take a stand.

Trustee Robinson read Stacy Baker's letter regarding family life with a firefighter spouse and the current state of urgency with the board members.

Clerk Moaiery thanked Trustee Robinson for sharing the letter. The Board of Metro Transit Annual meeting was held on March 13, Aaron Stevens presented it. She reported that CCTA & KCTA is in good financial health. The Board of Metro Transit voted that March 18, 2023 is Appreciation Day for Transit Worker, and she read the proposal.

Treasurer Miller no comment.

Supervisor Martin thanked the firefighters and the wives present and past. The fire department situation affects us all, and we need to move forward. Hopefully, we can move forward on Thursday.

Item 12 ATTORNEY REPORT

Attorney Seeber reported on ongoing zoning enforcement actions, including the Drive and Shine, and two illegally constructed buildings on Foster Avenue on the flood plain.

Item 13 MANAGER REPORT

In 2019, the Township Board passed a resolution supporting the exchange and 131. Southwest Michigan has asked us to send an additional support letter to Senator Stabenow and Senator Peters stating we still support it. Detective Sergeant Larry Haynor is retiring at the end of this month. Hats off to the Road Commission for the storm cleanup. The tree brush and limb pickup started on March 9, and is still going. He has been in contact with Mr. Mulder regarding the progress, and we are already seeing a difference in the township. He reported to Trustee Leuty that the email to the township for marijuana payments is \$207,364.84.

Supervisor Martin said the letter was sent to Manager Mitchell and himself regarding funding/grants for the exchange and 131 project.

Item 14 PUBLIC COMMENTS

Angie Ponzini, 2131 Skyline, asked about hiring more firefighters when it was announced it was in the budget; what happened.

Item 15 ADJOURNMENT

Adjourned at 8:36 p.m.

BOARD MEMBERS PRESENT:

Supervisor Donald D. Martin
Treasurer Sherine M. Miller
Clerk Lisa S. Moaiery

Trustee Clara Robinson
Trustee Mark E. Miller
Trustee Ashley Glass
Trustee Steven C. Leuty

Respectfully submitted,

Lisa S. Moaiery, Clerk

Attested to by,

ABSENT: None

ALSO PRESENT:

Attorney Roxanne Seeber
Manager Dexter Mitchell

Donald D. Martin, Supervisor

MINUTES PREPARED BY:

Barbara Blankenship
Elections Coordinator & Document Manager

03/23/2023 02:11 PM
 User: MONICAK
 DB: Kalamazoo Twp

INVOICE REGISTER REPORT FOR CHARTER TOWNSHP OF KALAMAZOO
 EXP CHECK RUN DATES 03/28/2023 - 03/28/2023
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: POOL

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
10167 38589	ABRAXAS ADMIN VAULT/POLICE RECORDS 207-301-811.00	03/23/2023 MONICAK	03/23/2023	4,089.00	4,089.00	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		4,089.00			
018364309 38590	XEROX CORPORATION CUSTOMER #724921614 207-301-811.00	03/23/2023 MONICAK	03/23/2023	413.29	413.29	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		413.29			
832917 38591	MCDONALD'S TOWING TOWING 206-336-811.00	03/23/2023 MONICAK	03/23/2023	55.00	55.00	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		55.00			
01558 38592	LOWE'S COMPANIES, INC. MISC SUPPLIES 206-336-747.00	03/23/2023 MONICAK	03/23/2023	512.04	512.04	Open	N 03/23/2023
		SMALL TOOLS & EQUIPMENT		512.04			
01201 38593	LOWE'S COMPANIES, INC. MISC SUPPLIES 206-336-939.00	03/23/2023 MONICAK	03/23/2023	112.29	112.29	Open	N 03/23/2023
		VEHICLE REPAIRS & MAINT		112.29			
031623 38594	ACCIDENT FUND COMPANY AUDIT PREMIUM DUE 207-301-913.00	03/23/2023 MONICAK	03/23/2023	281.00	281.00	Open	N 03/23/2023
		INSURANCE - WORKERS COMP		281.00			
141393 38595	IMAGETREND, INC. ANNUAL FEE 206-336-742.00	03/23/2023 MONICAK	03/23/2023	1,350.61	1,350.61	Open	N 03/23/2023
		SOFTWARE MAINT AGREEMENTS		1,350.61			
12517410 38596	CERTASITE, LLC EXTINGUISHER INSPECTION 206-336-811.00	03/23/2023 MONICAK	03/23/2023	380.87	380.87	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		380.87			
12517469 38597	CERTASITE, LLC EXTINGUISHER INSPECTION 206-336-811.00	03/23/2023 MONICAK	03/23/2023	365.75	365.75	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		365.75			
12518636 38598	CERTASITE, LLC EXTINGUISHER INSPECTION 206-336-811.00	03/23/2023 MONICAK	03/23/2023	170.45	170.45	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		170.45			

User: MONICAK

EXP CHECK RUN DATES 03/28/2023 - 03/28/2023

DB: Kalamazoo Twp

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: POOL

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
INV9629 38599	ALL PRO EXERCISE SERVICE WORKOUT EQUIPMENT 206-336-747.00	03/23/2023 MONICAK	03/23/2023	667.23	667.23	Open	N 03/23/2023
		SMALL TOOLS & EQUIPMENT		667.23			
7653 38600	MMTA REGISTRATION - MILLER 101-253-862.00	03/23/2023 MONICAK	03/23/2023	379.00	379.00	Open	N 03/23/2023
		CONFERENCES		379.00			
7652 38601	MMTA REGISTRATION - MILLER 101-253-862.00	03/23/2023 MONICAK	03/23/2023	99.00	99.00	Open	N 03/23/2023
		CONFERENCES		99.00			
1000526817 38602	ACCIDENT FUND COMPANY PAYMENT #2 101-200-913.00 206-336-913.00 207-301-913.00 267-301-913.00	03/23/2023 MONICAK	03/23/2023	42,643.50	42,643.50	Open	N 03/23/2023
		INSURANCE - WORKERS COMP		1,705.74			
		INSURANCE - WORKERS COMP		15,351.66			
		INSURANCE - WORKERS COMP		25,554.94			
		INSURANCE - WORKERS COMP		31.16			
73320 38603	PREIN & NEWHOF, INC. PRECINCT MAPS 101-215-811.00	03/23/2023 MONICAK	03/23/2023	47.75	47.75	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		47.75			
73198 38604	PREIN & NEWHOF, INC. WOODWARD/WINDING WAY LIFT STATIONS 883-520-820.00	03/23/2023 MONICAK	03/23/2023	106.50	106.50	Open	N 03/23/2023
		ENGINEERING FEES		106.50			
59899430 38605	ABSOPURE WATER COMPANY ACCT #172902 206-336-740.00	03/23/2023 MONICAK	03/23/2023	7.00	7.00	Open	N 03/23/2023
		OPERATING SUPPLIES		7.00			
59899365 38606	ABSOPURE WATER COMPANY ACCT #171123 206-336-740.00	03/23/2023 MONICAK	03/23/2023	14.00	14.00	Open	N 03/23/2023
		OPERATING SUPPLIES		14.00			
59899429 38607	ABSOPURE WATER COMPANY ACCT #172898 206-336-740.00	03/23/2023 MONICAK	03/23/2023	14.00	14.00	Open	N 03/23/2023
		OPERATING SUPPLIES		14.00			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
10169 38608	ABRAXAS ONBASE SOLUTION 101-200-811.00	03/23/2023 MONICAK	03/23/2023	135.00 135.00	135.00	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		135.00			
120612353 38609	ROSE PEST SOLUTIONS CLIENT #120007379 101-265-811.00	03/23/2023 MONICAK	03/23/2023	80.00 80.00	80.00	Open	N 03/23/2023
		PROFESSIONAL & CONTRACTUAL SVC		80.00			
0010580981 38610	MLIVE MEDIA GROUP NOTICES 101-101-903.00	03/23/2023 MONICAK	03/23/2023	327.04 327.04	327.04	Open	N 03/23/2023
		PUBLIC NOTICES		327.04			
0010596689 38611	MLIVE MEDIA GROUP NOTICES 101-101-903.00	03/23/2023 MONICAK	03/23/2023	375.42 375.42	375.42	Open	N 03/23/2023
		PUBLIC NOTICES		375.42			
839593 38612	NYE UNIFORM CO. UNIFORMS 207-301-748.00	03/23/2023 MONICAK	03/23/2023	873.14 873.14	873.14	Open	N 03/23/2023
		PERSONAL EQUIPMENT ALLOWANCE		873.14			
200011226 38613	MACP REGISTRATION - ERGANG 207-301-862.00	03/23/2023 MONICAK	03/23/2023	280.00 280.00	280.00	Open	N 03/23/2023
		CONFERENCES		280.00			
022823 38614	PORTAGE CLEANERS AND LAUNDRY CLEANING 207-301-748.00	03/23/2023 MONICAK	03/23/2023	474.32 474.32	474.32	Open	N 03/23/2023
		PERSONAL EQUIPMENT ALLOWANCE		474.32			
SI-130920 38615	PHOENIX SAFETY OUTFITTERS, LLC UNIFORMS 207-301-748.00	03/23/2023 MONICAK	03/23/2023	120.50 120.50	120.50	Open	N 03/23/2023
		PERSONAL EQUIPMENT ALLOWANCE		120.50			
2081-04 38616	MILLER-DAVIS COMPANY EXERCISE ROOM - FINAL 810-440-983.00	03/23/2023 MONICAK	03/23/2023	21,988.62 21,988.62	21,988.62	Open	N 03/23/2023
		CAPITAL OUTLAY - EQUIPMENT		21,988.62			
# of Invoices:	28	# Due:	28	Totals:	76,362.32	76,362.32	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					76,362.32	76,362.32	

User: MONICAK

EXP CHECK RUN DATES 03/28/2023 - 03/28/2023

DB: Kalamazoo Twp

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: POOL

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			3,148.95	3,148.95		
	206 - FIRE			19,000.90	19,000.90		
	207 - POLICE			32,086.19	32,086.19		
	267 - SWET			31.16	31.16		
	810 - POLICE CAPITAL IMPROVEMENT			21,988.62	21,988.62		
	883 - SEWER IMPROVEMENT			106.50	106.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	101 - BOARD OF TRUSTEES			702.46	702.46		
	200 - GENERAL SERVICES_ADMIN			1,840.74	1,840.74		
	215 - CLERK			47.75	47.75		
	253 - TREASURER			478.00	478.00		
	265 - MAINTENANCE			80.00	80.00		
	301 - POLICE			32,117.35	32,117.35		
	336 - FIRE			19,000.90	19,000.90		
	440 - CAPITAL IMPROVEMENT			21,988.62	21,988.62		
	520 - SEWER IMPROVEMENT			106.50	106.50		



**KALAMAZOO TOWNSHIP
TREASURER'S REPORT
JANUARY 2023**

CASH SUMMARY BY CLASSIFICATION:

<u>FINANCIAL INSTITUTION</u>	<u>CLASSIFICATION</u>	<u>AMOUNT</u>
MERCANTILE BANK	POOL	144,058.01
TOTAL POOLED INVESTMENTS**	POOL	19,273,931.84
MERCANTILE BANK	SWET	330,305.82
FIRST NATIONAL BANK OF MICHIGAN	CURRENT TAX	6,049,433.25
MERCANTILE BANK	MRA	27,027.46
MERS OPEB TRUST	MERS	304,756.20
TOTAL CASH SUMMARY BY CLASSIFICATION		<u>\$ 26,129,512.58</u>

****POOLED INVESTMENT DETAIL****

<u>FINANCIAL INSTITUTION</u>	<u>ACCOUNT TYPE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>MARKET VALUE</u>
ADVIA CREDIT UNION	Ultimate Savings	1.000%	NA	250,873.00
COMERICA	MM	2.140%	NA	131,777.10
COMERICA	Govt Sec.	2.500%	12/25/2042	96,526.28
COMERICA	Govt Sec.	0.550%	9/30/2024	467,940.00
CONSUMERS CU	MM	1.450%	NA	1,027,701.33
CONSUMERS CU	CD	2.227%	9/25/2023	503,732.23
FIRST NATIONAL BANK	CD #5	1.500%	9/25/2023	515,613.62
FIRST NATIONAL BANK	CD #4	1.500%	9/23/2023	515,725.42
FIRST NATIONAL BANK	CD #3	4.190%	4/23/2023	522,741.39
FIRST NATIONAL BANK	CD #1	3.000%	9/12/2024	109,687.40
FIRST NATIONAL BANK	CD #2	1.500%	2/4/2024	324,542.62
FIRST NATIONAL BANK	MM	0.050%	NA	28.00
FIRST SOURCE BANK	CD	4.850%	1/12/2024	516,742.70
FLAGSTAR BANK	CD	1.500%	5/24/2023	263,323.42
HUNTINGTON BANK	MM	2.430%	NA	5.13
HUNTINGTON NATIONAL BANK	CD	2.950%	4/17/2023	250,613.94
HUNTINGTON NATIONAL BANK	MM	1.500%	NA	512,514.72
HUNTINGTON NATIONAL BANK	MM	4.000%	NA	2,236,758.64
HUNTINGTON NATIONAL BANK	MM	4.000%	NA	2,061,435.35
LAKE MICHIGAN CREDIT UNION	CD	2.325%	4/29/2023	539,602.38
LAKE MICHIGAN CREDIT UNION	Savings	0.000%	NA	886.95
MACATAWA BANK	CD	1.490%	12/6/2023	251,262.22
MERCANTILE BANK OF MI	ICS	0.010%	NA	2.09
MBIA CLASS	INV POOL	4.552%	NA	5,648,278.92
MBIA CLASS - COMMUNITY POLICING	INV POOL	4.552%	NA	70,925.11
MBIA CLASS - ROAD DEBT SERVICE	INV POOL	4.552%	NA	466,943.34
SOUTHERN BANK & TRUST	CD	0.600%	2/19/2023	251,881.00
SOUTHERN BANK & TRUST	CD	4.150%	5/6/2023	506,068.92
SOUTHERN BANK & TRUST	CD	0.300%	11/7/2023	502,388.97
STURGIS BANK & TRUST CO	CD	2.000%	3/16/2023	258,860.16
STURGIS BANK & TRUST CO	CD	2.250%	6/16/2023	251,648.97
PRIVATE BANK/CIBC	CD	4.150%	6/27/2023	109,655.02
PRIVATE BANK/CIBC	CD	3.100%	2/27/2023	107,245.50
TOTAL FOR POOL INVESTMENT DETAIL				<u>\$ 19,273,931.84</u>

CASH ALLOCATION BY FUND:

<u>FUND DESCRIPTION</u>	<u>FUND NO.</u>	<u>AMOUNT</u>
GENERAL FUND	101/206/207	7,102,945.45
LIVE SCAN	217	92,488.95
STREET LIGHTING	219	288,360.37
RECYCLING	226	383,137.41
DISASTER RESPONSE FUND	258	49,121.63
DRUG LAW ENFORCEMENT	265	101,953.65
LAW ENFORCEMENT TRAINING	266	19,858.28
SWET	267	(4,877.28)
COMMUNITY POLICING	272	369,332.07
AMERICAN RESCUE PLAN ACT (ARPA)	285	2,241,504.06
ROAD DEBT SERVICE (VOTED BOND)	301	973,424.61
BUILDING IMPROVEMENTS	402	176,748.25
REVOLVING LOAN	550	1,850.00
GOLF COURSE	584	9,166.42
TRUST & AGENCY	701	220,486.50
MEDICAL REIMBURSEMENT ACCT	702	27,027.46
CURRENT TAX	704	6,049,433.25
S.W.E.T. AGENCY	727	330,305.82
OPEB TRUST FUND	737	304,756.20
POLICE CAPITAL IMPROVEMENT	810	711,889.48
FIRE CAPITAL IMPROVEMENT	811	2,266,427.86
STREET	812	38,908.44
WATER	871	482,332.29
SEWER FUND	883	3,892,931.41
TOTAL CASH ALLOCATION BY FUND		<u>\$ 26,129,512.58</u>

Charter Township Of Kalamazoo



2022 Annual Fire Department Report

1720 Riverview Drive, Kalamazoo, Michigan 49004 (269) 381-8080



2022 ANNUAL REPORT

Fire Chief's Comments

We proudly present this 2022 annual report for the Township of Kalamazoo Fire Department. As you review the details within this report, I believe that you will continue to share the great appreciation for the pride, professionalism, accomplishments, and actions of the personnel that make up our team.

In 2022 we finished the year with 2,959 emergency responses, which is a record year once again. This total includes fire, ems, special services, and mutual/initial aid responses. 260 of these responses are contributed to our contracted agreement with City of Parchment. We continue to manage and maintain fire and ems responses for City of Parchment under the Parchment Initial Aid Contract. 2022 was the first year of a two-year extension of the contract which will be revisited once again in December 2023.

We continue to actively participate in multiple collaborative efforts and organizations such as Fire Chief Associations of: Michigan, Western Michigan, and Kalamazoo County. We also participate with the Kalamazoo County Hazardous Materials Response Team and the Kalamazoo County Fire Investigation Response Team. Participating in these organizations allows for the sharing of information, ideas and resources between departments and communities which reduces the cost of providing these services while still maintaining quality and reliable response capabilities to meet the needs of our citizens.

Throughout 2022 we monitored the status of COVID 19 to continuously adapt our response procedures and take precautionary measures to help prevent infection and spread within the department. By restricting public access to the fire stations along with daily sanitization of our facilities and apparatus we have been able to keep the number of personnel infected with COVID 19 and the spread of the disease to a minimum. Because our team has continued to follow our response procedures, sanitization guidelines, and utilize their PPE effectively we have been able to start participating in fire prevention programs at offsite locations. In 2023 we look forward to increasing our participation in community events.

In September 2022 the untimely firing of the Fire Chief and a Battalion Chief caused a tremendous amount of stress to be placed on the fire department. Due to the pride and dedication of our personnel, we have been able to continue operations and maintain staffing of our three stations full time. 2023 will bring major changes to the fire department, but despite these challenges, we will continue to provide the professional service we are known for.

Respectfully submitted,

Michael J. Weidemann
Acting Fire Chief



2022 ANNUAL REPORT

TABLE OF CONTENTS

Fire Chief’s Comments	2
Table of Contents	3
Fire Department Program Descriptions	5
Fire Department Management	5
Emergency Response	5
Fire Prevention and Investigation	6
Fire Department Training	6
Fire Department Maintenance	7
Firefighter Utility Position	7
Township Manager.....	8
Fire Commissioner.....	8
Fire Chaplain.....	8
Emergency Response Analysis	9
Calls by Station	9
Assists between Stations and Time of Calls.....	10
Ten Year Comparison	11
Types of Calls	12
Initial Aid Summary	13
Mutual Aid Summary	14
Fire Loss Summary	15
Fire Department Apparatus and Facilities	16
Station 1 (Northwood)	16
Station 2 (Eastwood)	18
Station 3 (Lakewood)	20
Station 4 (Westwood)	21
Apparatus Fleet Status	23
Equipment Inspection, Testing and Maintenance	24
Capital Purchases	25
Fire Prevention and Code Enforcement	26
Training	27



2022 ANNUAL REPORT

Inter-Governmental Cooperation.....	28
Kalamazoo County Hazardous Materials Response Team	28
Kalamazoo County Fire Investigator Response Team	28
Appendix.....	29
Years of Service	29
Organizational Chart	30



2022 ANNUAL REPORT

Fire Department Program Descriptions

The fire department is managed by categorizing certain aspects of its operation into sections and assigning a point of contact that is responsible for the management of that section. All personnel assigned a section of responsibility coordinate the management of that program with the fire chief. Each section is identified below along with a description of its area of responsibility.

Fire Department Management – The Fire Department Management section is made up of our eight full-time fire department personnel consisting of the Fire Chief, Deputy Fire Chief, two Battalion Chiefs, Fire Marshal, Fire Department Maintenance Supervisor and two Utility Firefighters.

The management section is responsible for the annual budgeting of programs and resources by setting program priorities, department goals and the coordination of constructive efforts between the fire department management section and all fire department personnel.

Emergency Response – The Fire Department Emergency Response section is managed by our Fire Department Management Team. The team is responsible for maintaining a cost effective, reliable and diverse quick-response network of trained personnel and strategically placed fire department vehicles and equipment. The Township of Kalamazoo Fire Department responds to all calls for service such as medical and fire emergencies, as well as non-emergency calls for service such as arcing electrical wires and carbon monoxide alarm activations. The Township of Kalamazoo maintains four fire stations (Northwood, Eastwood, Lakewood and Westwood) and staffs all stations with the exception of Lakewood with a minimum of one firefighter/driver twenty-four hours a day, seven days a week. Emergency response to the Lakewood neighborhood is provided under written agreement by the Comstock Township Fire Department, which operates and responds in the same manner as the Township of Kalamazoo Fire Department.

The Township of Kalamazoo Fire Department relies heavily on paid on call personnel for response to all calls for service. In 2022, we averaged about fifty paid on call personnel on the roster. The paid on call personnel are assigned to one of the staffed stations and follow a geographically assigned area for response purposes. The paid on call roster includes assigned duties to selected individuals that appoint them as officers, which is an essential function of personnel management and emergency scene command and control. This concept of paid on call firefighters has proven to be a cost-effective way to utilize only the necessary amount of personnel to handle the type and nature of emergency. The paid on call personnel receive township board approved hourly pay rates only for the emergency responses, scheduled on



2022 ANNUAL REPORT

Fire Department Program Descriptions (continued)

call time covering one of the staffed stations (fire apparatus driver), scheduled fire department training and special activities such as station maintenance that they attend.

Fire Prevention and Investigation – The Fire Prevention and Investigation section is managed by our State of Michigan certified full-time Fire Marshal. The Fire Marshal is responsible for coordinating all fire prevention activities in the Township of Kalamazoo as well as coordinating all necessary fire investigations with the Township of Kalamazoo Police Department.

Our Fire Prevention and Investigation program includes new and existing facility fire safety inspections, public safety education programs, construction plan reviews, management of our Knox brand secure key access program for all apartments and non-residential facilities, fire ordinance compliance, and the tracking and updating of hazardous materials used by facilities.

The Fire Marshal is also an active participant with the Juvenile Fire Setter Program and Fire Investigation Response Team, both programs organized as a collaborative effort with the Kalamazoo County Fire Chief's Association.

Fire Department Training – Our Fire Department Training section is managed by our assigned department training officer as an additional duty. The training officer is responsible for the planning, scheduling, documentation and coordination of the delivery of our fire department training program to all fire department members.

Our training program is designed to train and maintain a competent roster of emergency responders. Our training program covers a wide range of subjects relating to firefighting, medical emergencies, rescue, hazardous materials, firefighter safety and other response related topics. Our training schedule is driven by State of Michigan requirements as well as local response needs and hazards.

All of our personnel are required to obtain and maintain as a condition of employment, State of Michigan certification as a Medical First Responder and Firefighter I/II. All personnel are also required to maintain a current cardio pulmonary resuscitation (CPR) and automated external defibrillator (AED) certifications from a nationally recognized organization.



2022 ANNUAL REPORT

Fire Department Program Descriptions (continued)

Fire Department Maintenance – Our Fire Department Maintenance section is managed by our Emergency Vehicle Technician certified full-time Fire Department Maintenance Supervisor. Our Fire Department Maintenance Supervisor is responsible for the inspection, maintenance, testing and documentation of our fire department vehicle fleet and assigned equipment as well as general grounds maintenance at our fire stations.

Our fire department maintenance program is designed to maintain our assets in a ready and reliable configuration while minimizing the maintenance down time of our equipment. Our maintenance supervisor develops and executes a detailed annual proactive preventative maintenance and inspection schedule in an attempt to minimize the costly reactive maintenance mindset. Our maintenance program also ensures that all required third party safety inspections of our vehicles are scheduled and documented. As an associated tasking to the vehicle preventative maintenance program, our maintenance supervisor makes repairs to our vehicles in-house when possible, reducing the down time of the vehicles as well as reducing our overall maintenance budget by reducing costs associated with contracted maintenance.

In addition to vehicle maintenance, our maintenance supervisor also manages the inspection, maintenance and documentation of our powered equipment such as saws, generators and vehicle mounted equipment. As an additional duty, our maintenance supervisor is responsible for larger exterior maintenance projects at our fire stations such as snow plowing and parking lot maintenance.

Firefighter Utility Position – The Utility Firefighter position was added as a full-time position in 2019, and expanded to two positions in early 2021. The position was designed and implemented to provide assistance in many different areas within the fire department operations. Some of the main examples of work associated with this position are the covering open driver shifts at the fire stations, performing maintenance and inspections of vehicles, equipment, and facilities as well as responding to emergency calls for service.

This position has allowed for a more consistent staffing level and became an effective measure to allow for other fire department staff to better focus on their assigned duties. As the priorities and nature of work were established, these positions became a more fluid and in-depth asset that worked to complete larger maintenance projects and assisted with the logistical function within the fire department.



2022 ANNUAL REPORT

Fire Department Program Descriptions (continued)

Township Manager – The Township Manager is a board-appointed position created to oversee the day-to-day operations of the Township. The Township Manager supervises all department heads and employees, acts as the chief administrative officer of the township, personnel director and purchasing agent. The Township Manager is also responsible for preparing and administering the annual budget. Dexter Mitchell remained the Township Manager for 2022.

Fire Commissioner – The Fire Commissioner is a township board member that is appointed by the township board. The Fire Commissioner acts as a liaison between the township board and the Fire Chief in regards to fire department operations, response and budgeting. Township Supervisor Donald Martin remained the Fire Commissioner for 2022.

Fire Chaplain – The Fire Department Chaplain position was added in September of 2017. As with many other local police and fire organizations, the need to have a good working relationship with a chaplain *before* a time of need was identified. Working with the Missional Chaplains Program located in Kalamazoo, Kalamazoo Township joined a program that provides an always available chaplain resource to many public safety agencies in Kalamazoo County. This resource provides for many aspects of employee assistance and support to include spiritual and personal counseling to department members and their families as requested. Ken Smeader remained the Fire Chaplain for 2022.



2022 ANNUAL REPORT

Emergency Response Analysis

In 2022 the department responded to a total of 2,959 incidents. 2,362 being rescue related, and 597 being fire related.

Calls by Station

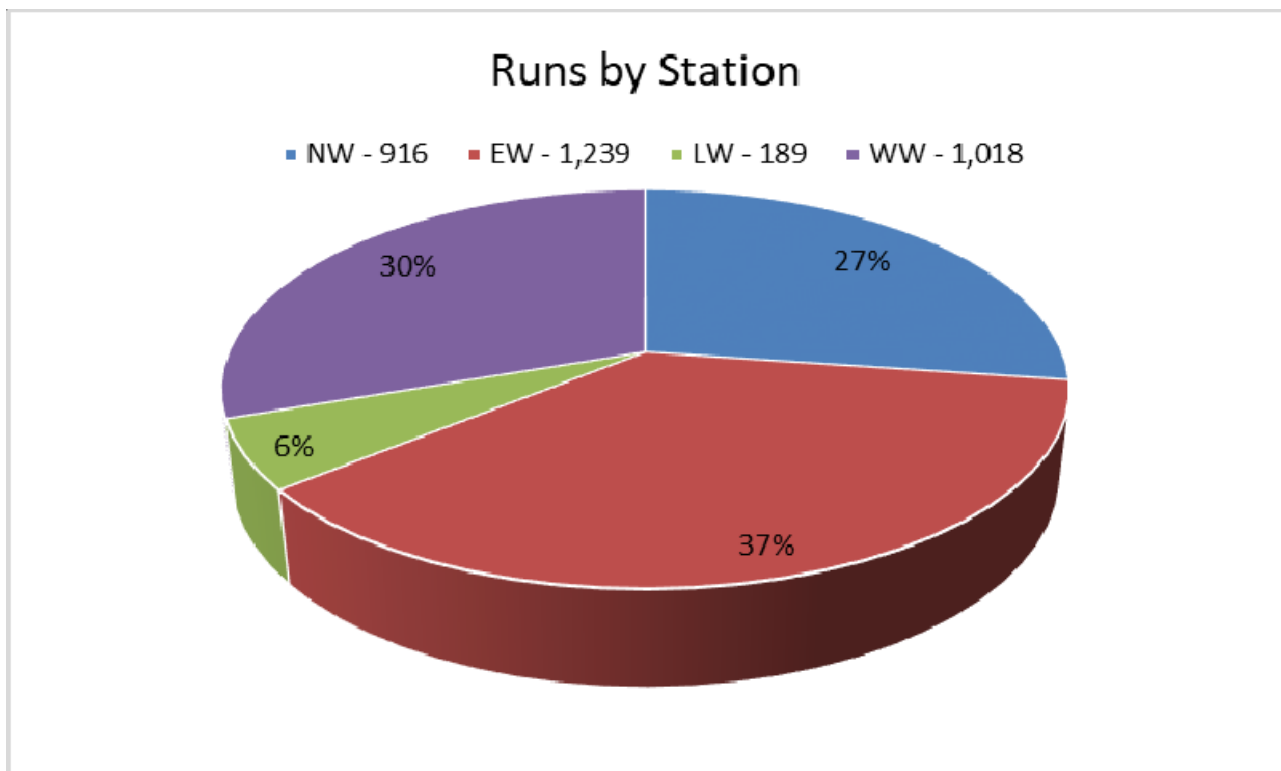
Station # 1= 916 / 701

Station # 3= 189 / 189

Station # 2= 1,239 / 1,103

Station # 4= 1,018 / 966

With Assists / Without Assists





2022 ANNUAL REPORT

Emergency Response Analysis (continued)

Northwood

responding to:

Eastwood = 107

Westwood = 91

Lakewood = 17

Eastwood

responding to:

Northwood = 44

Westwood = 0

Lakewood = 92

Westwood

responding to:

Northwood = 52

Eastwood = 0

Lakewood = 0

Day of Week

Monday = 408

Tuesday = 443

Wednesday = 429

Thursday = 444

Friday = 442

Saturday = 406

Sunday = 387

Time of Day

00:00 – 03:59 = 306

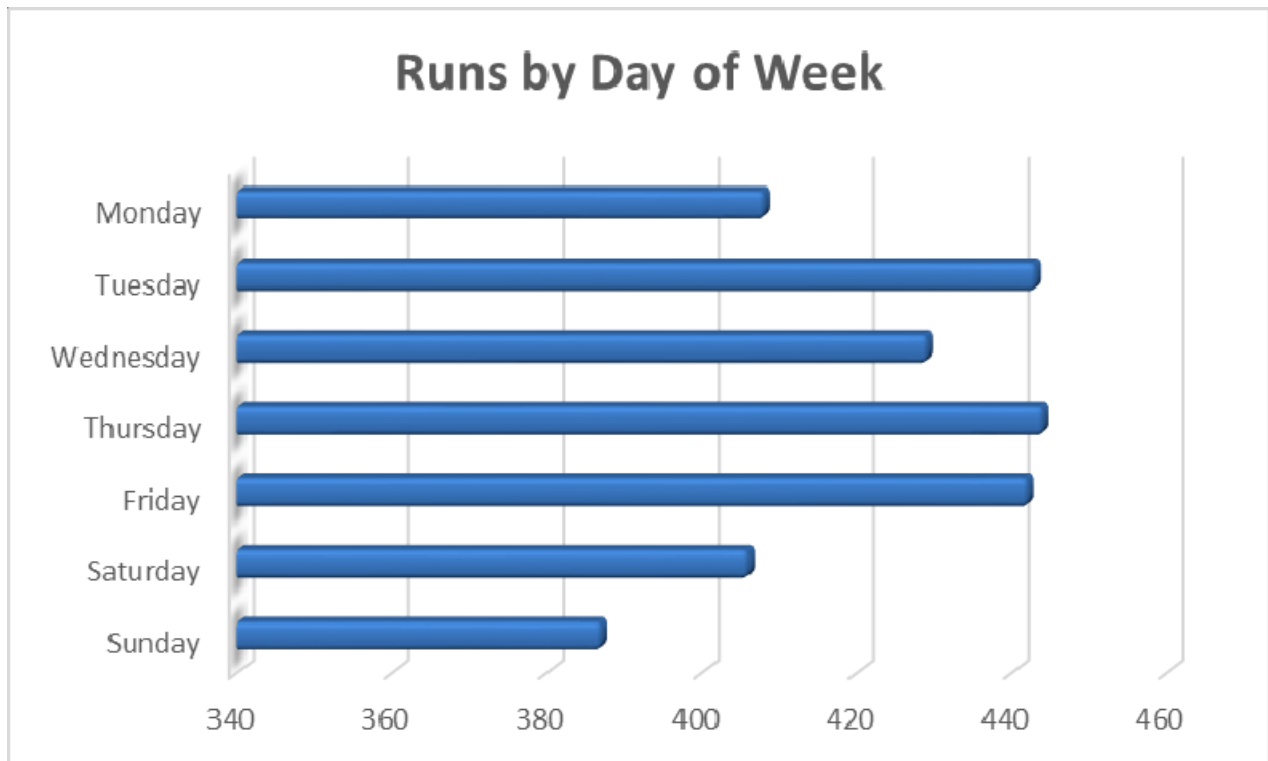
04:00 – 07:59 = 283

08:00 – 11:59 = 536

12:00 – 15:59 = 652

16:00 – 19:59 = 692

20:00 – 23:59 = 490





2022 ANNUAL REPORT

Emergency Response Analysis (continued)

In the past 10 years, demands for service of the fire department have been ever increasing. We have seen a 94% increase in rescue, 32 % increase in fire, and a 77% increase in total calls for service when compared to 2013.

	Calls for Service	Fire Related	Rescue Related	Assists Between Stations	Mutual Aid Given
2013	1,667	451	1,216	132	133
2014	1,777	447	1,330	186	106
2015	1,792	463	1,329	183	116
2016	1,899	306	1,593	180	128
2017	1,809	393	1,416	192	159
2018	2,029	412	1,617	228	158
2019	2,515	476	2,039	255	361
2020	2,359	468	1,891	278	362
2021	2,671	576	2,095	391	354
2022	2,959	597	2,362	403	412

	Total FF Responses	Average Cost Per Call	Average FF's per call
2013	10,494	\$109.31	6.3
2014	11,414	\$114.37	6.4
2015	11,454	\$114.37	6.4
2016	11,366	\$107.56	5.9
2017	11,325	\$112.30	6.1
2018	12,745	\$113.46	6.1
2019	15,104	\$113.46	6.1
2020	16,094	\$125.99	6.6
2021	17,395	\$116.45	6.1
2022	17,021	\$106.65	5.4



2022 ANNUAL REPORT

Emergency Response Analysis (continued)

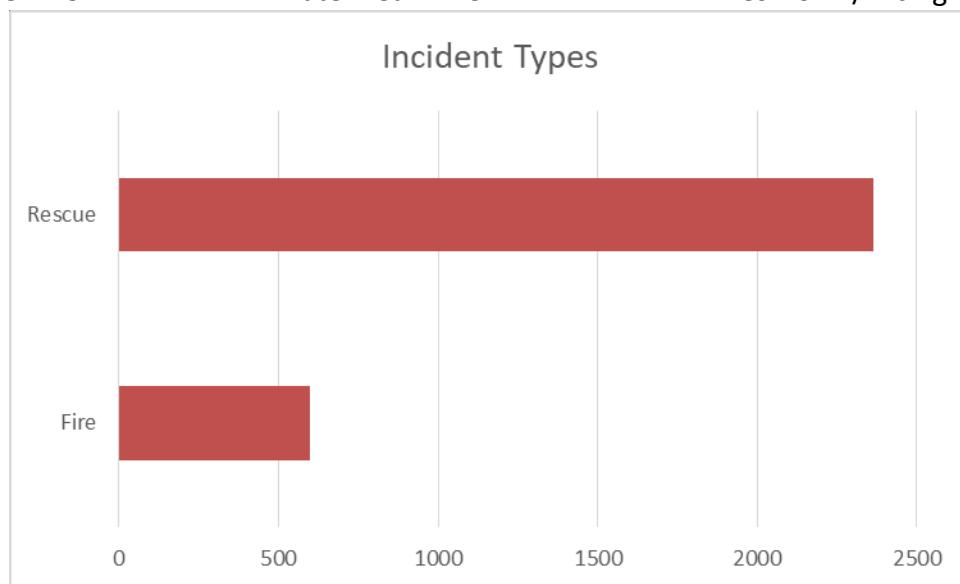
The following is a breakdown of the calls by type and frequency for 2022

Rescues

Abdominal Pain = 18	Aid Given – Medicals = 28	Allergic Reaction/Stings = 15
Altered Mental Status = 152	Animal Bite = 5	Assault = 15
Assist Police = 5	Attempt Suicide = 1	Back Pain = 15
Breathing Problem = 399	Burns = 0	Cancelled en Route = 127
Carbon Monoxide Call = 33	Cardiac Arrest = 35	Chest Pain = 229
Choking = 8	Convulsions/Seizure = 100	Diabetic Problem = 27
EMS Alarm = 124	Extrication = 5	Eye Injury = 2
Fall = 194	Head Injury/Pain = 13	Heat Exhaustion = 1
Hemorrhage = 66	Hypothermia = 5	Lift Assist = 91
Motor Vehicle Accident = 167	Nothing Found/Arrival = 43	Overdose/Poisoning = 62
Pregnancy/OB = 8	Psychiatric Problems = 28	Sick Person = 83
Stab/Gunshot Wound = 6	Stroke = 47	Unconscious = 82
Unknown/Person Down = 113	Welfare Check = 10	

Fires

Aid Given – Fires = 113	Aid Given – HazMat Team = 2	Aid Given – Move-Ups = 9
Burning Complaint = 53	Dumpster Fire = 16	Elevator Rescue = 3
Fire Alarm = 116	Forcible Entry = 8	Gas Leak = 36
Grass/Brush Fire = 2	HazMat Investigation = 1	High Angle Rescue = 0
Smoke Investigation = 59	Structure Fire = 19	Tree Down / Removal = 2
Vehicle Fire = 23	Water Leak = 13	Wires Down/Arcing = 122





2022 ANNUAL REPORT

Initial Aid Summary

The Township of Kalamazoo has active Initial Aid agreements with the cities of Kalamazoo and Parchment as well as the townships of Oshtemo and Comstock to provide residents with higher levels of service than each municipality could provide on their own. These levels of service are provided automatically with the receipt of the alarm to provide for immediate response in conjunction with these other agencies as follows:

Comstock Township runs all Priority 1 rescues in the Lakewood area and provides an engine on all calls of smoke, fire, or smell of gas inside of a structure in Eastwood's district. In return, Kalamazoo Township provides a ladder truck for Comstock's commercial and multi-story residential structures.



The City of Kalamazoo provides a ladder truck to Kalamazoo Township when there is smoke, fire, or smell of gas inside of a multi-story residential, or commercial structure. In return Kalamazoo Township provides an engine for the Northwest section of the City of Kalamazoo, a ladder truck to certain structures in the Northeast corner of the City of Kalamazoo, and an engine to cover City Station 45 on all second alarm fires in the City of Kalamazoo.

Oshtemo Township provides an engine on all calls of smoke, fire, or smell of gas inside of a structure in Westwood's district. In return, Kalamazoo Township provides an engine for the same calls in the Northeast section of Oshtemo's district.



The City of Parchment and Kalamazoo Township entered into an agreement in which Kalamazoo Township responds to all calls for service in the City of Parchment to assist with equipment and staffing. This agreement began in January of 2019.



2022 ANNUAL REPORT

Mutual Aid Summary

The Township of Kalamazoo also has Mutual Aid agreements with all municipalities in Kalamazoo County to provide assistance when requested, and in return those municipalities will provide assistance to the Township of Kalamazoo when requested. These requests are not automatic with the receipt of the alarm like Initial Aid; however, these requests are made at any point during the response to an incident, or while at an incident scene.

The following table is a combined list of Initial Aid and Mutual Aid responses between the Township of Kalamazoo and other municipalities. The Township gave aid a total of 412 times, and received aid 217 times as outlined below:

	Comstock		Oshtemo		KDPS		Parchment		Cooper	
	Given	Received	Given	Received	Given	Received	Given	Received	Given	Received
January	1	10	3	5	2	4	20	0	1	0
February	4	14	3	2	1	3	18	0	5	1
March	5	10	7	4	0	3	20	0	3	0
April	4	14	4	3	2	1	21	0	2	0
May	3	7	3	4	1	6	22	0	2	1
June	4	21	1	3	2	1	31	0	2	0
July	4	7	5	4	3	4	22	0	3	1
August	5	9	0	3	0	5	20	0	1	1
September	2	10	7	1	2	1	19	0	0	0
October	5	14	8	3	5	1	18	0	2	0
November	8	12	7	3	3	3	25	0	2	1
December	4	11	4	4	0	2	24	0	2	0
Totals	49	139	52	39	21	34	260	0	25	5

*In addition to the above chart, the Township of Kalamazoo also assisted Richland Township one time, Alamo Township twice, and personnel responded with the HazMat Team twice.



2022 ANNUAL REPORT

Fire Loss Summary

There were 34 responses in 2022 with an associated loss caused by smoke and/or fire damage. Those 34 “loss fires” totaled \$642,800 in lost property and contents, and are listed individually below:

Incident #	Date	Fire Type	Est. Property Loss	Est. Content Loss	Total Est. Loss
83	1/12/22	Attic Fire			
163	1/21/22	Porch Fire	\$ 2,000	\$ 500	\$ 2,500
181	1/24/22	Trash Can Fire	\$ 300	\$ -	\$ 300
359	2/15/22	Bobcat Fire	\$ 1,500	\$ -	\$ 1,500
390	2/18/22	Garage Fire	\$ 1,000	\$ 1,000	\$ 2,000
391	2/18/22	Garage Fire	\$ 4,000	\$ 4,000	\$ 8,000
396	2/19/22	Commercial Structure Fire	\$ 120,000	\$ 100,000	\$ 220,000
675	3/29/22	Attic Fire	\$ 35,000	\$ 5,000	\$ 40,000
699	4/1/22	Vehicle Fire	\$ 1,000	\$ -	\$ 1,000
734	4/5/22	Vehicle Fire	\$ 4,000	\$ -	\$ 4,000
738	4/6/22	Kitchen Fire	\$ 1,000	\$ 1,000	\$ 2,000
1065	5/20/22	Vehicle Fire	\$ 2,500	\$ -	\$ 2,500
1122	5/27/22	Vehicle Fire	\$ 2,500	\$ -	\$ 2,500
1144	5/30/22	House Fire	\$ 125,000	\$ 100,000	\$ 225,000
1285	6/17/22	Mobile Home Fire	\$ 1,500	\$ -	\$ 1,500
1295	6/18/22	Vehicle Fire	\$ 1,000	\$ -	\$ 1,000
1373	6/26/22	Vehicle Fire	\$ 1,000	\$ -	\$ 1,000
1388	6/28/22	Vehicle Fire	\$ 6,000	\$ -	\$ 6,000
1427	7/3/22	Construction Debris Fire	\$ 5,000	\$ -	\$ 5,000
1478	7/9/22	Vehicle Fire	\$ 2,500	\$ -	\$ 2,500
1658	8/2/22	Vehicle Fire	\$ 1,000	\$ 100	\$ 1,100
1725	8/7/22	Mobile Home Fire	\$ 10,000	\$ 20,000	\$ 30,000
1784	8/14/22	Semi Trailer Fire	\$ 5,000	\$ 1,000	\$ 6,000
2027	9/8/22	Vehicle Fire	\$ 2,500	\$ -	\$ 2,500
2294	10/10/22	Bedroom Fire	\$ 500	\$ 5,000	\$ 5,500
2358	10/17/22	Vehicle Fire	\$ 6,000	\$ -	\$ 6,000
2434	10/25/22	Vehicle Fire	\$ 6,000	\$ -	\$ 6,000
2554	11/10/22	Vehicle Fire	\$ 9,000	\$ -	\$ 9,000
2558	11/10/22	Barn Fire	\$ 3,000	\$ -	\$ 3,000
2630	11/16/22	Bathroom Fire	\$ 500	\$ -	\$ 500
2700	11/24/22	Closet Fire	\$ 500	\$ -	\$ 500
2704	11/24/22	Vehicle Fire	\$ 7,000	\$ -	\$ 7,000
2862	12/10/22	Vehicle Fire	\$ 3,400	\$ -	\$ 3,400
2918	12/16/22	Vehicle Fire	\$ 7,000	\$ -	\$ 7,000

*Property loss is generally considered loss to the structure or vehicle itself, while the content loss is the personal property contained within the structure or vehicle.



2022 ANNUAL REPORT

Station 1 (Northwood)

Northwood Fire Station

2617 North Burdick Street

Built in 1948

Houses Engine 811, Engine 821 and Rescue/Brush Truck 851





2022 ANNUAL REPORT

Station 1 (continued)



811

2011 Pierce Saber
1500 Gallon per minute pump
970 Gallons of water
On board foam system with 30 gallons of
Class B foam concentrate
Automated External Defibrillator
Various emergency medical supplies

821

2016 Pierce Saber
1500 Gallon per minute pump
750 Gallons of water Automated
External Defibrillator Various
emergency medical supplies
Extrication Tools



851

2022 Chevrolet 3500
150 Gallon per minute pump
200 Gallons of water
Assorted nozzles and tools for brush fires
Automated External Defibrillator Various
emergency medical supplies





2022 ANNUAL REPORT

Station 2 (Eastwood)

Eastwood Fire Station

2703 East Main Street

Built in 1940

Houses Engine 812, Ladder 842 and Rescue 852





2022 ANNUAL REPORT

Station 2 (continued)



812

2015 Pierce Saber
1500 Gallon per minute pump
720 Gallons of water
On board foam system with 30 gallons of
Class A foam concentrate
Automated External Defibrillator
Various emergency medical supplies
Extrication equipment

842

2007 Sutphen TS-100
1500 Gallon per minute pump
300 Gallons of water
100-foot aerial bucket Automated
External Defibrillator Various
emergency medical supplies



852

2019 Chevrolet Suburban
Automated External Defibrillator
Various emergency medical supplies



2022 ANNUAL REPORT

Station 3 (Lakewood)



Lakewood Fire Station

3100 Lake Street
Built in 1950, Residence in 1967
Houses Engine 813
Houses Air Trailer 880

813

2007 Sutphen Shield
1500 Gallon per minute pump
1000 Gallons of water Automated
External Defibrillator Various
emergency medical supplies



880

2015 aluminum trailer
Dual 4,000 pound axles with brakes
Bauer Diesel Motor
Bauer 6,000 PSI 13.1 CFM Air Compressor
Four 6,000 PSI cascade tanks
Dual SCBA fill station
Remote fill capabilities with a 150 foot reel





2022 ANNUAL REPORT

Station 4 (Westwood)

Westwood Fire Station
1310 Nichols Road
Built in 1967
Houses Engine 814, Ladder 844, and Rescue 854





2022 ANNUAL REPORT

Station 4 (continued)

814

1998 Pierce Quantum
1500 Gallon per minute pump
880 Gallons of water
Full complement of extrication tools
Automated External Defibrillator
Various emergency medical supplies



844

2009 Sutphen TS-100
1500 Gallon per minute pump
300 Gallons of water
100-foot aerial bucket Automated
External Defibrillator Various
emergency medical supplies



854

2019 Chevrolet Suburban
Automated External Defibrillator
Various emergency medical supplies





2022 ANNUAL REPORT

Apparatus Fleet Status

The average age of our fleet is now approaching eight years old and we have some vehicles which are approaching their replacement dates. We use a replacement date in line with current industry standards in order to plan for vehicle purchases and budget capital improvement funds more efficiently. These replacement dates are used to get the most value out of each piece of apparatus, while also replacing them frequently enough to allow for safety and technological improvements to enhance the services we deliver.

- Rescues are replaced approximately every 10 years.
- Engines are replaced approximately every 25 years.
- Ladders are replaced approximately every 30 years.

The table below shows the current timeline of each vehicle, as well as necessary special equipment that must be factored into apparatus purchasing/replacement decisions in order to maintain our current level of service.

Unit	Type	Year	Age	Assigned	Projected	Special equipment
811	Engine	2011	11	Northwood	2036	Foam System
821	Engine	2016	6	Northwood	2041	Vehicle Extrication
851	Rescue/Brush	2022	0	Northwood	2022	Water tank & pump for grass
812	Engine	2015	7	Eastwood	2040	Foam System & Extrication
842	Platform Ladder	2007	15	Eastwood	2037	Ladder Truck
852	Rescue	2019	3	Eastwood	2029	
813	Engine	2007	15	Lakewood	2032	
814	Engine	1998	24	Westwood	2022	Vehicle Extrication
844	Platform Ladder	2009	13	Westwood	2039	Ladder Truck
854	Rescue	2019	3	Westwood	2029	
855	Fire Marshal	2014	8	Township	2023	Fire Investigation Equipment
856	Maintenance	2016	6	Township	2024	Snow plow
800	Utility	2019	3	Township	2027	Snow plow
801	Utility	2021	1	Township	2029	
890	Fire Chief	2018	4	Township	2026	



2022 ANNUAL REPORT

Equipment Inspection, Testing and Maintenance

The annual fire department equipment inspection, testing and maintenance are an important function on both the liability and safety sides of our operation. While much of the inspection, testing and maintenance work is done by our trained and certified fire department personnel, some of the work must be done by contracting to an outside service provider.

The following list describes our larger inspection, testing and maintenance projects that must be performed and documented on an annual basis.

Ground Ladder Testing – All ground ladders carried on fire apparatus were visually inspected and weight tested with only minor repairs needed.

Ladder Truck Inspection and Testing – Both ladder trucks were visually inspected, and functionally tested. Cost of inspection: \$2,625

Breathing Air Compressor – A visual inspection was made of both the mobile and fixed location breathing air compressor systems. Quarterly air samples were taken and sent in for analysis. All test samples passed required quality standards. Cost: \$2,246

Fire Extinguisher Inspections (Facility and Vehicle) – Visual inspection and annual certification were completed on all fire department facility and vehicle mounted fire extinguishers with only a few minor repairs needed. Cost: \$1,425

Fire Protective Coat and Pant Inspection/Maintenance – When our fire protective clothing develops rips, tears, signs of wear or holes, it must be sent to a certified company for inspection and repair. In 2022, equipment was sent in as needed for inspection and maintenance, reducing the amount of fire protective clothing that needed to be replaced. Cost: \$4,183

Self-Contained Breathing Apparatus – 43 units were inspected and flow tested with only minor repairs needed. Cost: \$2,800

Self-Contained Breathing Apparatus Cylinder Hydrostatic Testing – 86 units were visually and then hydrostatically tested. Cost: \$1,935

Fire Truck 3rd Party Inspections – Outside company inspection of all fire apparatus required by ISO rating system. Cost: \$5,845



2022 ANNUAL REPORT

Capital Purchases

Separate from our operational budget, our capital improvement budget helps us maintain our facilities and provide for equipment purchases that enhance our emergency response capability.

Through continued collaborative efforts with adjoining municipality's emergency responders, we make every attempt to not duplicate special equipment and services between organizations. This process has reduced our overall equipment purchase and maintenance costs.

Listed below are some of the projects completed in 2022

- Replace firefighter protective clothing (turnout gear) - \$32,000
- Replace 5 inch supply fire hose - \$6,000
- Upgrade phone system and phone lines to stations -
- Purchase Hurst tool power unit (gas) - \$1,500
- Replace corded smoke ejector fan with battery operated - \$4,000
- Purchase 5 inch intake valves (2) for new 814 - \$3,000
- Station 8-1 (Northwood) replace apparatus bay door - \$4,385
- New Station 8-2 (Eastwood) project and design - \$174,345



2022 ANNUAL REPORT

Fire Prevention and Code Enforcement

Inspections consist of the physical inspection of commercial occupancies within the Township of Kalamazoo to enforce fire codes. The length of time spent on these inspections can vary widely depending on the size and hazards of the occupancy.

Citations are issued as an enforcement tool to ensure compliance with fire codes.

Fire/EMS Calls are responses by the fire marshal to emergencies when he is in the area during the time of dispatch, thus providing more rapid response to active emergencies.

Investigations are conducted on most fires, and all loss fires, in an attempt to determine cause and origin. Time spent on these investigations varies widely depending on the complexity of the investigation.

Public Education is time spent in the local schools teaching fire prevention to students throughout the community.

Court Hours are hours spent appearing in court for enforcement of citations, as a witness in arson prosecutions, and anytime subpoenaed as an expert witness.

Burn Complaints are responses to complaints about citizens not burning within the rules outlined in the Kalamazoo Township Burning Ordinance.

Training Hours are those hours spent in advancing education as well as mandatory required credits to maintain licensure as a fire inspector and fire investigator.



2022 ANNUAL REPORT

Training

There are three major categories of training within the department. They are initial employment training, department wide training and outside training. All training hours are paid at the current training rate approved by the township board.

Initial Employment Training consists of a 295-hour training academy which covers firefighting basics, hazardous material responses, and incident command. New employees must also obtain their Michigan license as a Medical First Responder which is a 100-hour training course. In 2022, the department hired 4 new paid on call employees who attended 1,185 hours of training to obtain their initial certifications.

Department Wide Training consists of a 3-hour scheduled training every Tuesday. We offer a morning session and evening session to allow our paid on call personnel to attend the session that does not conflict with their full-time jobs. Training varies every week and covers all areas of the expected job functions. In 2022, our firefighters spent 2,865 hours performing proficiency training within our department. Firefighters also spent 206 hours maintaining their EMS licenses through specific proficiency training offered by the department.

Outside Training consists of any training in the region in which an employee attends with the approval of the department. Normally, if an employee receives outside training, all travel, tuition, lodging, and books are covered by the Township. In 2022, our firefighters spent 371 hours receiving advanced training outside of the department training program.



*Pictured above is the Kalamazoo Regional Training Tower where department wide training is held several times throughout the year.



2022 ANNUAL REPORT

Inter-Governmental Cooperation

Kalamazoo County Hazardous Materials Response Team

The Kalamazoo County Hazardous Materials Response Team (KCHMRT) is made up of various personnel from numerous fire departments within Kalamazoo County. Their major goal is to provide a level of service that no municipality could alone provide to its residents without a substantial financial commitment.

In 2022 there were five team members and one executive board member from the Township of Kalamazoo on the KCHMRT as outlined below:

- ✓ Fire Chief Dave Obreiter – Executive Board Member
- ✓ Lieutenant George Tazelaar – Team Member
- ✓ Lieutenant Chris Weidemann – Team Member
- ✓ Lieutenant Shawn Bickings – Team Member
- ✓ Firefighter Derek Bucknell – Team Member



These members have additional training above and beyond the requirements of the fire department which take place once a month with the rest of the KCHMRT.

Kalamazoo County Fire Investigator Response Team

The Kalamazoo County Fire Investigator Response Team (KCFIRT) is a group of fire investigators throughout Kalamazoo County that through their combined efforts and schedules allow continuous availability of investigators to respond immediately upon request following a fire in order to determine the cause and origin. Fire Marshal Todd Kowalski is a Senior Fire Investigator with KCFIRT and Battalion Chief Matt Mulac is an Investigator with the team.



2022 ANNUAL REPORT

Appendix

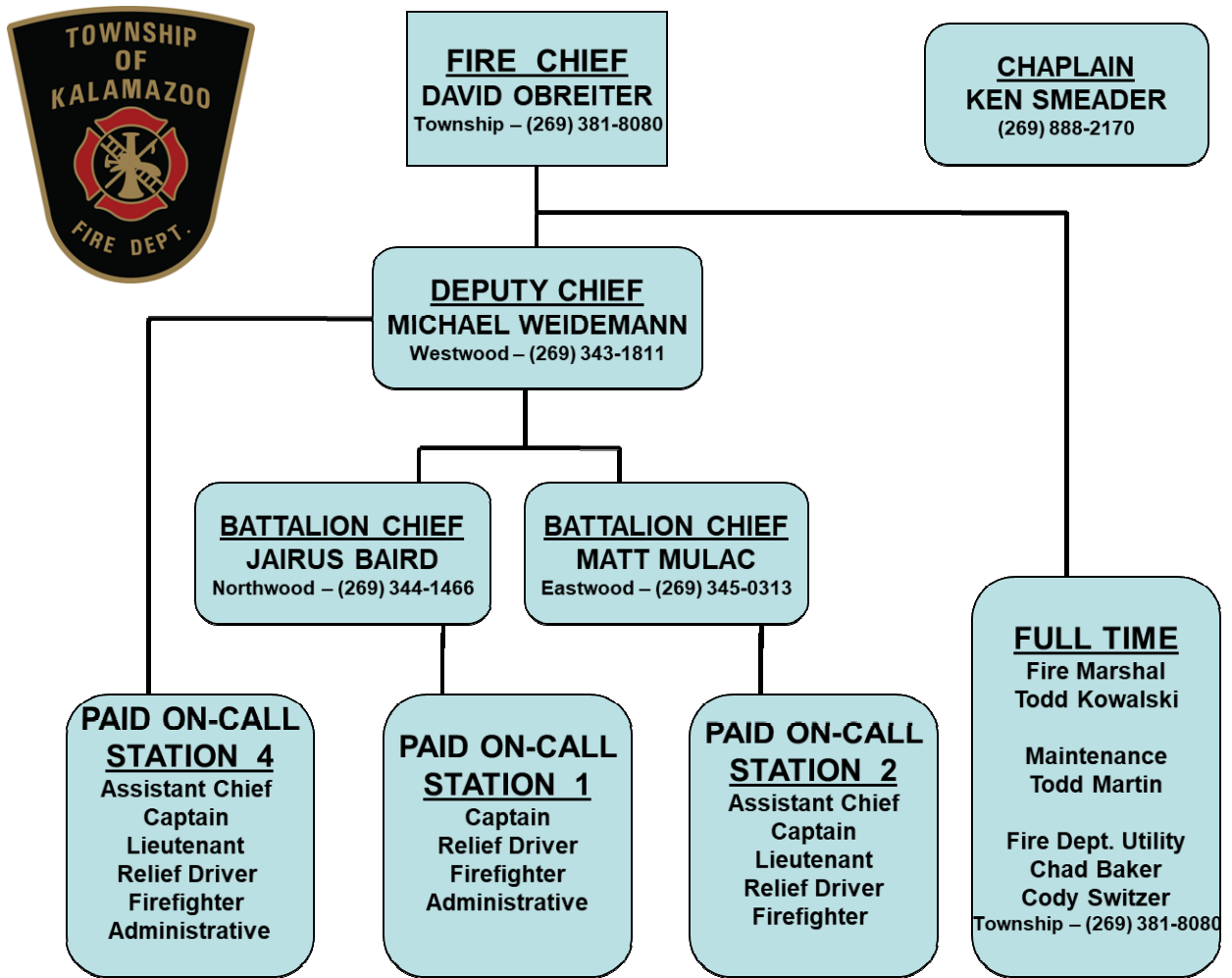
RANK	NAME	Yrs. Of	Award	RANK	NAME	Yrs. Of	Award
Lt.	Tim James	46		FF	Kent Tatroe	7	
Capt.	Randy Thompson	45		FF	Cody Switzer	7	
D/C	Mike Weidemann	38		FF	Erik Brinkert	7	
A/C	Dave Hoekstra	37		FF	Jeremie Bular	6	
FF	Mark Warnicke	36		FF	Edward Medina	6	
FF	Joe Vanorder	34		FF	Logan Callen	6	
Chief	Dave Obreiter	33		Chapl.	Ken Smeader	5	Pin
Capt.	Todd Kowalski	32		FF	Brent Boswell	5	Pin
FF	Jim Loedeman	31		FF	Joseph Coudron	5	Pin
A/C	Todd Dunfield	30	Pin	FF	Andrew McCann	5	Pin
Capt.	Todd Martin	29		FF	Travis Wendt	5	Pin
FF	Joe Landreville	28		FF	DeMonte Spann	4	
B/C	Matt Mulac	25	Pin	FF	Dillon Moe	4	
Disp.	Teresa	25	Pin	FF	Jennifer Gonzalez	3	
FF	Rick Trott	19		FF	Brandon Bromley-	3	
FF	Derek Bucknell	18		FF	Brad Juilen	3	
FF	Mike Hubbart	18		FF	Andrew Romstadt	3	
FF	Dave Ives	18		FF	Ben Barber	3	
FF	Dan Merchant	18		FF	Elizabeth Kowalski	3	
FF	Gabriel Podolsky	16		FF	Alan Oxhandler	2	
Capt.	Chad Baker	16		FF	Anthony Lee-EI	2	
B/C	Jairus Baird	14		FF	Dakota Northup	2	
Lt.	Chris Weidemann	14		FF	Megan Martin	2	
FF	Shawn Gallagher	13		FF	Mitchell Seiler	2	
FF	Paul Fox	13		FF	Brian Fulbright	1	
FF	Tom Baas	12		FF	Colin Fletter	1	
Lt.	Shawn Bickings	12		FF	Jeff Cabello	1	
Lt.	George Tazelaar	11		FF	Shawn Wertz	1	
FF	Brian Tenbrink	11		FF	Khaleb Cretsinger	NEW	
FF	Mike Rotgers	10	Pin	FF	Daniel Hardenbrook	NEW	
Disp.	Rachel Baird	9		FF	Shane Peterson	NEW	
FF	Anthony Tazelaar	8		FF	Kirsten Scheller	NEW	
FF	Tim Evans	8					



2022 ANNUAL REPORT

Appendix (continued)

Fire Department Organizational Chart



Updated 9-1-2021



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: _____

FOR MEETING DATE: _____

SUBJECT: _____

REQUESTING DEPARTMENT: _____

SUGGESTED MOTION:

Financing Cost: _____

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Submitted by: _____

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.



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: 9B 03272023

FOR MEETING DATE: March 27, 2023

SUBJECT: Fire Alarm System Maintenance (Eastwood Fire Station)

REQUESTING DEPARTMENT: Fire Department

SUGGESTED MOTION:

To approve the services agreement with Kalamazoo Valley Intergovernmental Ambulance Agreement. And have the Manager sign the agreement.

Financing Cost: \$14,900.00

Source: General Fund _____ Grant _____ Other FD - Capital Budget

Are these funds currently budgeted? Yes X No _____

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

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 Eastwood Fire Station and residence at the cost of \$14,900. Originally the Eastwood Station was not going to be updated as we had plans to rebuild the station. With the change in the timeline for replacing the station, we are required by code to update the alarm system and make it safe for the personnel at that station. I would recommend authorizing Manager Mitchell to sign the agreements representing the Township of Kalamazoo.

Submitted by: Township Manager Mitchell & Supervisor Martin

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.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 2nd day of March, 2023 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 E 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. [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 \$14,900.00 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 \$160.00, in addition to \$54.74 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 twenty-five (25) days in advance of the effective date of such increase. Subscriber shall notify EPS prior to the effective date of the increase if the Subscriber is unwilling to pay any such increased charge. If Subscriber timely provides such 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.

I. Communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced 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.

H. Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

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 E MAIN STREET KALAMAZOO, MI 49048

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
- 23 4" Octagon Box
- 11 DMP Smoke Detector 12V, LX Bus
- 12 194 Degree Rate-of-Rise Heat Detector
- 6 DMP Surface-Mounted Backbox
- 6 DMP Single Action Pull Station
- 18 DMP 1-Zone Module
- 1 10 Amp 120 Volt Remote Charger Power Supply in Lockable Metal Enclosure
- 3 Battery 12v 7ah
- 4 System Sensor White Wall Mount Horn/Strobe
- 5 System Sensor White Wall Mount Strobe
- 4 Shop Parts Bridle Rings
- 2000 Wire 18G/4C Fire Plenum
- 2750 Wire 14G/2C Fire Plenum
- 3 Miscellaneous
- 5 Conduit 10' Unit
- 6 System Sensor White Indoor Ceiling Mount Horn/Strobe
- 5 System Sensor White Ceiling Mount Strobe
- 1 DMP Red Power Supply 12v DC
- 4 White Low Frequency Sounder

In addition to all existing equipment

- 1- Honeywell Vista 32FB Fire Panel
- 1- Fire Keypad
- 5- Smokes
- 11-Heats2- Handpulls
- 3- Bells

*All existing equipment to be demo'd and replaced
by this new agreement.
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.



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: _____

FOR MEETING DATE: _____

SUBJECT: _____

REQUESTING DEPARTMENT: _____

SUGGESTED MOTION:

Financing Cost: _____

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes _____ No _____

Other comments or notes:

Submitted by: _____

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.



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

AGENDA ITEM REQUEST FORM

AGENDA ITEM NO: 9D 03272023

FOR MEETING DATE: March 27, 2023

SUBJECT: RFP for Township Mowing

REQUESTING DEPARTMENT: Managers Department

SUGGESTED MOTION:

To approve the three (3) year mowing RFP and have the Township Manager sign the paperwork.

Financing Cost: TBD

Source: General Fund _____ Grant _____ Other _____

Are these funds currently budgeted? Yes X No _____

Other comments or notes:

Submitted by: Dexter Mitchell, Township Manager

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 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.

**Charter Township of
Kalamazoo**
County of Kalamazoo,
Michigan

Request for Proposals
Mowing and Trimming of Township Parks and Designated
Open Spaces

Contract Requirements 2023-2025

The Charter Township of Kalamazoo, Kalamazoo County, Michigan is seeking bids for mowing and trimming services for the following Township-owned/controlled properties (“TOP”):

I. CALENDAR YEAR: growing seasons (May 1 to November 1) in 2023, 2024, and 2025.

II. PROPERTIES:

- | | |
|-------------------|---|
| A. Academy Park | Academy & Grand 06-17-492-010 |
| B. Stroud Park | 3417 Grand Prairie 06-07-435-012 Does not include the Little League |
| C. Rynbrandt Park | Edna Blvd - 06-12-405-021 |
| D. Wilson Park | 2520 Coy Ave - 06-13-119-221 |
| E. Business Loop | Boardman Ave -06-23-440-030 |

See the aerial views, attached. The Charter Township of Kalamazoo will provide the contractor with individual parcel maps establishing areas to be cut.

III. GENERAL SPECIFICATIONS:

1. Bid shall establish the price for mowing to be accomplished every other week unless directed otherwise by the Township Manager.
2. Bid shall include costs for trimming around existing trees, shrubs, fences, posts, goals, and bleachers in the parks identified as A-D above. No trimming is needed on the Business Loop.
 - a. All mowing is to be accomplished on a regular schedule supplied by May 1 annually by the contractor and approved by the Township Manager.
 - b. Preferred regularly-scheduled days are either Thursdays or Mondays, with allowance for schedule changes due to inclement weather or wet/soggy conditions which will not permit mowing on the schedule.
 - c. Notification of change in the schedule shall be provided to Township Manager if such conditions exist.
3. Monthly billings to be generated and submitted to the Township Manager for payment authorization, to identify location and date cut.
4. Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves therewith as to existing conditions so that they may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract.
5. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

IV. MOWING/CUTTING SPECIFICATIONS

- A. Each TOP is to be cut to a height of 2.5” on open fields and 3” on the park grounds as shall be identified on the individual parcel maps.
- B. Mowing/cutting shall be accomplished to not less than 6 inches from trees and shrubs on site.
- C. All adjoining streets, roads, paths, and sidewalks upon which cutting debris is left must be cleared of the cutting debris after each mow/cut.
- D. Contractor must be able to cut grass within 4” of terrain and 3’ under tree limbs.
- E. All areas that are reasonably accessible by a four-wheel drive tractor or wing mower shall be cut.

V. TRIMMING

- A. No trimming is required on the I-94 business loop.
- B. Trimming occurs on every other scheduled mowing/cutting.
- C. Additional trimming must be authorized by Township at least 24 hours in advance of work

VI. CONTRACTOR CONDITIONS

- A. No equipment shall be left on any job site overnight.
- B. There shall be no equipment transported on sidewalks or bike paths.
- C. Contractor shall be responsible for operating all equipment in a safe and prudent injury or damage to persons or property.
- D. All equipment is to meet all current MIOSHA and MDOT safety standards and shall be maintained to those standards.
- E. The contractor must have sufficient operators and equipment available to perform job tasks on schedule. Upon request by the Township Manager, equipment shall be made available for inspection.
- F. Trucks and trailers shall identify the contractor by name.
- G. All trucks, trailers, and drivers must meet State guidelines.
- H. Contractor’s staff will be required to wear clothing that identifies them as a mowing contractor, including a required maintenance/utility style vest.

VII. INDEMNIFICATION

- A. The Contractor shall indemnify, hold harmless and defend the Township, its elected and appointed officials, its agents, and employees against all claims, damages, losses, expenses, judgments, or punitive awards, including attorney fees, which may be sustained or incurred on account of injury or death to person(s) or damage to or destruction of property resulting from the performance of work hereunder, not caused by the sole negligence of the Township, its officials, its agents, or employees.
- B. Contractor guarantees the reimbursement, repair or replacement, and restoration of any cultivated area damaged by careless or accidental use of materials and/or machinery in the performance of the contract, to the satisfaction of the Township. There should be no damage to any tree, shrub, bleacher, post, goal, netting, curbing, or other township property from trimming. Any damages incurred will be the contractor’s responsibility

VIII. CONTRACTUAL PROVISIONS

- A. The Contract shall be binding upon the parties hereto and their respective successors and assigns.
- B. The contractor shall not sublet, assign, or transfer the contract or any portion of any payment due them thereunder, without the written consent of the Township.
- C. All contractors shall fill out completely the attached bid document.
- D. Upon the Township's request the contractor shall make available for our inspection the firm's support equipment (truck, trailers, etc.) before awarding this contract. We intend to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further consideration.
- E. The length of this contract shall extend over the next two (2) years concluding on November 30, 2025, with a possible option for the Township to extend the contract every year provided the pricing remains the same.
- F. This contract may be canceled by the Township at any time after the expiration of six (6) months from the date hereof by giving to the contractor thirty (30) days prior written notice of intention to do so.
- G. This contract may be canceled by the Township at any time should the contractor fail to maintain compliance with any of the conditions or specifications listed in this document.
- H. Only the Township's staff are authorized to seek additional information from prospective vendors regarding their bid proposals. Correspondence or inquiries made directly to vendors regarding their bid proposals from all other persons are to be directed to those Township employees designated above for appropriate review and response.
- I. Any deviation from the specifications stated above must be detailed in the bid.
- J. The Charter Township of Kalamazoo reserves the right to reject any bids.

IX. INSURANCE

- A. The contractor shall not commence work under this contract until he/she has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and authorized to do business in the State of Michigan. All coverage shall be with an insurance carrier acceptable to the Charter Township of Kalamazoo.
- B. Workers' Compensation Insurance: The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability coverage, in conformity with the applicable Statutes of the State of Michigan.
- C. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors coverage; (D) Broad Form General Liability Extensions or equivalent.
- D. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The Charter Township of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof.
- F. Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of

cancellation, non-renewal, reduction and/or material change be sent to the Township Clerk, Charter Township of Kalamazoo, 1720 Riverview Dr. Kalamazoo MI 49004”.

- G. Cancellation Notice: Workers’ Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advanced Written Notice of Cancellation, Non-Renewable, Reduction, and/or Material Change shall be sent to the Supervisor’s Office, Charter Township of Kalamazoo, 1720 Riverview Dr. Kalamazoo MI 49004.
- H. Proof of Insurance Coverage: The Contractor shall provide the Charter Township of Kalamazoo at the time the contracts are returned by them for execution, certificates, and/or policies as listed below:
 - 1. Two (2) copies of the Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of the Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of the Certificate of Insurance for Vehicle Liability Insurance
 - 4. If so requested, certified copies of all policies mentioned above will be furnished.

X. AUTHORIZED TOWNSHIP CONTACT

- A. Dexter Mitchell, Township Manager, (269) 381-8085 ext. 123

XI. OPTIONAL SECONDARY BID FOR ORDINANCE CUTTING OF PRIVATE PROPERTIES

The Charter Township of Kalamazoo has adopted a weed/grass control ordinance that allows the Township, under the ordinance and state statute and after notice, to cut grass and weeds over 8” in height on private properties within the Township. A bidder that satisfies the equipment and insurance requirements herein may make a per-cut and/or per-parcel bid for cutting grass/weeds on properties at the request and direction of the Township’s ordinance enforcement officer.

**CHARTER TOWNSHIP OF
KALAMAZOO**

Sealed Bid Form

**2023
2025**

**Requested by the Township Office
Bid Opening: Tuesday, April 11, 2023, at 12:30 p.m.**

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices outlined in this bid do cover all the requirements listed in the bid packet "Mowing and Trimming of Township Parks and Designated Open Spaces."

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that the prices bid will remain firm through invoice.

The Charter Township of Kalamazoo reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability, and service when in its judgment it best serves the Charter Township of Kalamazoo.

BID SECTION #1. Bid each package independently of the others. You do not have to bid on each package to be considered for the package(s) you wish to bid on.

BID PACKAGE "A" – Township Parks as specified in Addendum "A".

A. Academy Park	Academy & Grand 06-17-492-010
B. Stroud Park	3417 Grand Prairie (Does not include the Little League)
C. Rynbrandt Park	Edna Blvd - 06-12-405-021
D. Wilson Park	2520 Coy Ave - 06-13-119-221
E. Business Loop	Boardman Ave -06-23-440-030

Mowing and Trimming Fee per cut:

BID PACKAGE " B" – I-94 Business Loop

Mowing per cut _____

BID PACKAGE " C" – Private Properties Under Ordinance

Mowing per cut _____

Date: _____

Signature: _____

BIDDER:

Name of Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Authorized Signature: _____

Date: _____

EQUIPMENT TO BE USED ON JOBS

Lawn Mowers (make & year)

Blowers

Trimmers

Edgers

Trucks

Trailers

References (commercial accounts)

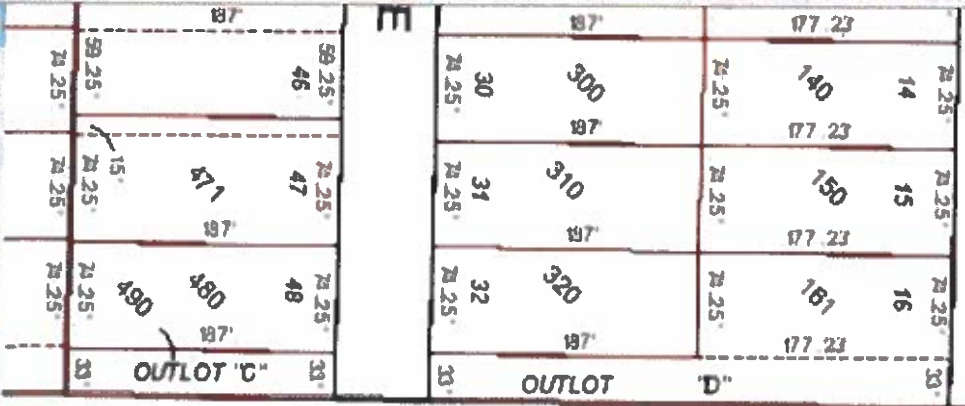
Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

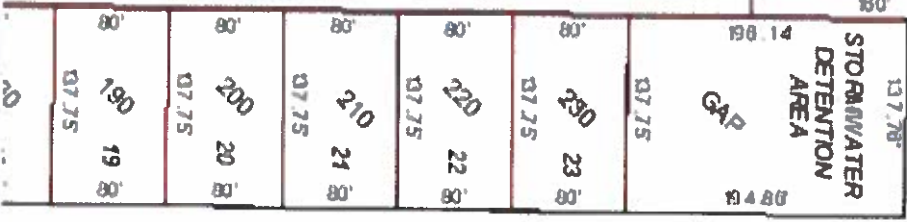
GRAND PRAIRIE ROAD



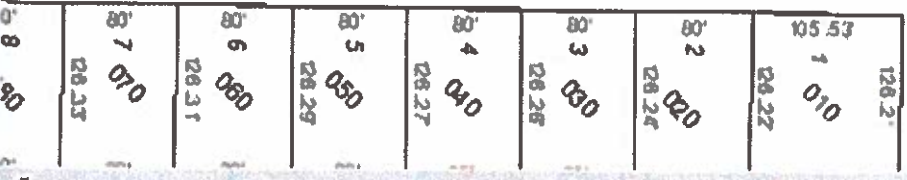
435

011

Nichols Landing



VALLEY DRIVE



Wilson Park

