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

February 11, 2025

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING
5:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Remote Location Identification (for remote attendance when permitted by statute)
4. Township Mission/Vision/Core Values:

   Core Value: Ensure that taxpayer investments are spent wisely.
5. Public Officials and Community Partner Updates
   a. Kalamazoo County Sheriff's Department
6. Work Session: Continued Discussion of TIF for Housing
7. Public Comment on Non-Regular Session Items (Estimated 6:45 PM)
8. Consent Agenda
   a. Meeting Minutes [Minutes of Regular Meeting, January 28, 2025]
   b. Receipts and Disbursements
   c. Job Description: Administrative Assistant
   d. Second Reading: Warehouse Distribution/Fulfillment Center Zoning Ordinance No. 673 Amendments
   e. Second Reading: Zoning Ordinance No. 674 Amendments
   f. Second Reading: False Violation Report Ordinance No. 675
   g. Check Disbursement Policy
9. Budget Amendments
10. Earned Sick Time Act (ESTA) Implications & Amendments to Policies
11. Consideration: Consumer's Energy Easement and Resolution to Reserve Excess Funds Received from the Consumers Energy Easement within the Fruit Belt Trail for Future Maintenance or Expansion
12. Resolution for MDOT West Main/M-43 Widening Project Streetlight Coordination
13. Public Comment
14. Board Member Comments & Committee Updates
15. Adjournment

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

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

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

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

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

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

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

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

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

Oshtemo Township Board of Trustees

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

Township Department Information

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

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

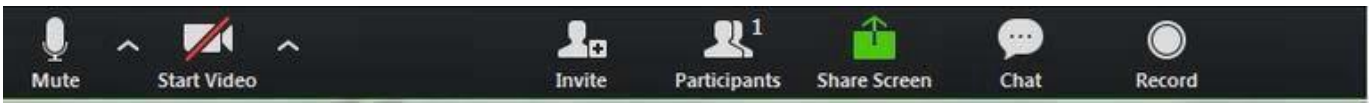
You may also join a meeting without the link by going to **join.zoom.us** on any browser and entering this **Meeting ID: 832 1509 9335**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **832 1509 9335#**

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



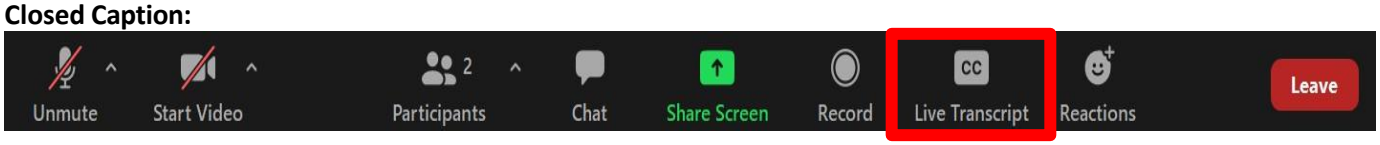
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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

Mission:

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

Vision:

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

Core Values:

PUBLIC SERVICE

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

SUSTAINABILITY

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

INNOVATION

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

PROFESSIONALISM

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

INTEGRITY

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

FISCAL STEWARDSHIP

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

Memorandum

Date: 11 February 2025

To: Township Board

From: Sara Feister, HR Director

Subject: Administrative Assistant Job Description

Objective
PROPOSED MOTION: I approve the proposed Administrative Assistant job description.

Background
During 2025 budgeting, the Board approved the new Administrative Assistant position to support Parks, Maintenance, & Building Departments to be filled in 2025. This is the accompanying job description.

Information Provided
1. Draft Administrative Assistant Job Description

Core Values
Sustainability, Innovation, Professionalism, Integrity

CHARTER TOWNSHIP OF OSHTEMO
POSITION DESCRIPTION

Position Title: **ADMINISTRATIVE ASSISTANT**

General Summary:
Under the direct supervision of the Personnel Director or their designee, performs a variety of administrative duties to ensure the overall functioning of Township business by supporting various departments.

Essential Job Functions:
The physical requirements described herein are representative of those requirements which must be met by an employee to successfully perform the essential job functions of this position. Reasonable accommodation may be made upon request to enable an individual with a disability to perform these essential job functions. The employee must be able to read and analyze correspondence, contracts, ordinances, reports, etc. This requires the ability to open and sort the mail, review and sort documents and distribute documents which requires the employee to be able to lift, move and manipulate such items, and to deliver such documents to office personnel. The employee must be able to exercise reasonably proficient typing skills. In addition, the employee must have the necessary dexterity to operate a computer to research and write reports. To perform these functions, the employee must be able to read and speak English and communicate with others, including the ability to type, make calls, schedule appointments, and type memorandums. Will be required to attend and assist at some meetings to provide, as well as disseminate information on behalf of the Township to interface with those inside and outside the office. This will require the employee to physically attend all the required meetings, be prepared to speak in English to those persons in attendance, to gather information and communicate to the various boards and commissions on Township positions. The employee may also be required to assist Township departments orally and in writing and be able to physically meet with various Department Heads to assist in that regard.

Typical Responsibilities:
1. Prepares correspondence, reports, and other documents for, or on behalf of, assigned Department(s).
2. Reviews incoming correspondence and assesses priority. Intake to a variety of customer service issues including inquiries, complaints, and correspondence from the public, other agencies, staff, and elected officials in professional manner with high emotional intelligence.
   Answers frequently asked questions. May be requested to follow-up and provide response after technical information is provided by professional and technical staff.
3. Reviews, proofreads, and edits documents such as public relations and educational materials, reports, contracts, grant applications, board memos and correspondence.
4. Drafts detailed letters, newsletter articles, transmittals, and reports independently or from brief direction from professional staff in accordance with established procedures and legal requirements.

DRAFT

Position Title: **ADMINISTRATIVE ASSISTANT**

5. Record organization and management for the various Department(s) as assigned.
6. Serves as support and/or liaison for various boards and committees, which includes coordination and facilitation of Department events.
7. Helps organize meetings and calendars.
8. Coordinates special projects and prepares related reports. May include conducting surveys, researching equipment, and contacting vendors, collecting data, and gathering and compiling background information.
9. Responsible for generating monthly budget reports and expenditure tracking.
10. Keeps abreast of current issues, new administrative techniques, and developments in the public administration field through continued education and professional growth. Attend conferences, workshops, and seminars as appropriate.
11. Establishes and maintains cooperative relationships with other departments, citizens, community and business interests, peer agencies and related interests.

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

Employment Qualifications:

- EDUCATION: High School graduate or equivalent.
- Must be able to meet prescribed typing and computer standards in effect at the time of hire as well as operate all standard office equipment and software.
- Proficiency in Microsoft Office Suite is required.
- Strong interpersonal communication skills, both oral and written.
- Detail oriented with strong organization skills with the ability to prioritize and handle multiple requests efficiently.

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

DRAFT

Memorandum

Date: January 28, 2025

To: Township Board

From: Jodi Stefforia, Planning Director

Subject: Zoning Ordinance Text Amendments – Second Reading Ordinance 673

Objective
MOTION: Approve for second reading and adoption Ordinance 673.

Background
A series of amendments to the Zoning Ordinance have been prepared and are before the Board for second reading and adoption. The impetus for the amendments is an application received from Clark Logic to allow warehouse and distribution centers in the I-R, Industrial District, Restricted zone.

In studying this request, consulting with colleagues and Attorney Porter, it was determined that the term should be 'distribution/fulfillment center' rather than 'warehouse and distribution center.' Additionally, it was determined that definitions are needed to distinguish between a distribution/fulfillment center, warehouse, and truck terminal. Collaborating with Attorney Porter, definitions were drafted.

More importantly, appropriate provisions are necessary to allow distribution/fulfillment centers while mitigating and/or minimizing negative effects on neighboring land uses and the street network. The use is proposed for the I-2, Industrial District rather than the I-R, Industrial District, Restricted. The ordinance provides 12 conditions to be met for a distribution/fulfillment center.

Warehouses are proposed to be allowed in the I-R, Industrial District, Restricted, with 6 conditions.

On January 28, 2025, the Township Board accepted Ordinance 673 for first reading and set second reading and adoption for February 11, 2025.

Information Provided
Ordinance 673

Core Values
Public Service.
Sustainability.

DRAFT OSHTEMO CHARTER TOWNSHIP ORDINANCE NO.____

Adopted:_____

Effective:_____

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, Article 2 – Section 2.2, Article 26 - Section 26.40, Article 27 - Section 27.20, Article 27 - Section 27.30, Article 28 - Section 28.40, Article 48 – Section 48.150, Article 49 – Section 49.300. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF ARTICLE 2 – CONSTRUCTION OF LANGUAGE AND DEFINITIONS, SECTION 2.20 – DEFINITIONS. ARTICLE 2, SECTION 2.20, IS HEREBY AMENDED TO ADD THE FOLLOWING:

Distribution/Fulfillment Center– A processing and storage facility which optimizes transportation and uses an inventory management and material handling system such as just in time. Goods or products are stored on site temporarily. These facilities are not intended to involve long-term warehousing of materials nor activities associated with truck terminals.

Outdoor Storage – Any exterior area used for the placement and keeping of goods, materials, products, equipment, or merchandise in the same place for more than 24 hours. Does not include operable and licensed motor vehicles parked on an improved hard surface (asphalt or concrete).

Truck Terminal – An area and building where trucks load and unload cargo and freight where cargo and freight may be broken down or aggregated into smaller or larger loads for transfer to other vehicles or modes of transportation. These facilities are trans-shipment facilities including storage and parking of trucks awaiting cargo as well as facilities for servicing trucks.

Warehouse – A structure used for the storage of goods or products for a temporary or an indeterminate period of time but on average beyond a 30-day period. These facilities do not include activities associated with truck terminals or distribution/fulfillment centers as defined by this Ordinance.

SECTION II. AMENDMENT OF ARTICLE 26 – I-R: INDUSTRIAL DISTRICT, RESTRICTED, SECTION 26.40 – PERMITTED USES WITH CONDITIONS. ARTICLE 26, SECTION 26.40, IS HEREBY AMENDED AS FOLLOWS:

B. Warehouses; fully enclosed.

SECTION III. AMENDMENT OF ARTICLE 27 - I-1: INDUSTRIAL DISTRICT,

MANUFACTURING/SERVICING, SECTION 27.20 – PERMITTED USES. ARTICLE 27, SECTION 27.20, IS HEREBY AMENDED TO REMOVE THE FOLLOWING:

SECTION IV. AMENDMENT OF ARTICLE 27 - I-1: INDUSTRIAL DISTRICT, MANUFACTURING/SERVICING, SECTION 27.30 – PERMITTED USES WITH CONDITIONS. ARTICLE 27, SECTION 27.30, IS HEREBY AMENDED TO ADD THE FOLLOWING:

D. Warehouses, fully enclosed.

SECTION V. AMENDMENT OF ARTICLE 28 -I-2: INDUSTRIAL DISTRICT, MANUFACTURING/SERVICING, SECTION 28.40 – SPECIAL USES. ARTICLE 28, SECTION 28.40, IS HEREBY AMENDED TO ADD THE FOLLOWING:

F. Distribution/fulfillment centers.

SECTION VI. AMENDMENT OF ARTICLE 48 – CONDITIONS FOR SPECIFIC PERMITTED USES, SECTION 48.150 – WHOLESALING, STORAGE, AND/OR WAREHOUSING OF COMMODITIES. ARTICLE 48, SECTION 48.150, IS HEREBY AMENDED AS FOLLOWS:

A. Storage of commercial explosives, above or below ground bulk storage of flammable liquids, or gases unless and only to the extent that such storage of liquids or gases is directly connected to energy or heating on the premises, is prohibited.

B. Non-employee parking areas, access drives other than fire lanes, loading and unloading zones for delivery vehicles, and paved surfaces accessory to the warehouse shall be located not less than 100 feet from any residential use or district. Where a property line abuts a public right of way, the front yard setback shall conform to Section 50.60. Where a property line abuts an overhead utility corridor, the setback shall conform to the side yard setback requirement for industrial districts in Section 50.60.C.

C. Truck docks, loading and unloading zones for semi trucks, overhead doors and trailer staging areas shall be at least 150 feet from and oriented away from any residential district, residential use, or public right-of-way, when feasible. Where this is not practical, docking, loading and staging activities shall be setback a minimum of 250 feet. Where a property line abuts an overhead utility corridor, the setback shall conform to the side yard setback requirement for industrial districts in Section 50.60.C.

D. Outdoor storage is prohibited. Property owners and occupants are jointly responsible for complying with this limitation.

E. At least one sustainable energy technology shall be integrated into the design of the facility such as green roof, green wall, solar, wind, or geothermal.

F. Proposed building elevations shall reduce the visual impact of the building's massing and scale on any side facing a residential district (other than an overhead utility corridor), residential use, or public right-of-way using mitigation measures such as variable color or texture, varying rooflines, vegetation, and vertical and horizontal variations in the façade.

SECTION VII. AMENDMENT OF ARTICLE 49 – REQUIREMENTS FOR SPECIAL USES, SECTION 49.300 – CONDITIONS FOR DISTRIBUTION/FULFILLMENT CENTERS. ARTICLE 49, SECTION 49.300, IS HEREBY AMENDED TO ADD THE FOLLOWING:

1. Truck route. A distribution/fulfillment center shall have direct access to a truck route as identified in the Township's Truck Route Ordinance.

2. Sensitive uses. Any building side of a distribution/fulfillment center shall be placed a minimum of 350 feet from any residential district, residential use or public right-of-way; all other sides including those abutting an overhead utility corridor shall conform to the minimum requirements of the zoning district.

3. Loading and staging. Truck docks, overhead doors and trailer staging areas accessory to a distribution/fulfillment center shall be oriented away from any residential district, residential use, or public right-of-way, when feasible. Where this is not practical, docking, loading and staging activities shall be setback a minimum of 450 feet. Where a property line abuts an overhead utility corridor, the setback shall conform to the minimum requirements of the zoning district.

4. Screening. Before construction of any building commences, a berm ranging from five to eight feet in height with a natural (non-uniform) design and a slope not greater than 1:3 shall be established near any lot perimeter abutting a residential zoning district and along any public right of way. The berm shall be landscaped with coniferous and deciduous trees to provide a dense, four-season screen. The berm shall be subject to Planning Director review and approval. Where the finished floor of the distribution/fulfillment center is greater than 2 feet higher than the berm's base grade then additional screening shall be required using a green wall, tiered and landscaped building edges, or other methods. The provisions of Section 53 shall apply to the balance of the site.

5. Parking and drives. Off-street parking and loading areas, access drives, and paved surfaces accessory to such a use shall be located not less than 150 feet from any residential use or district, or public right-of-way.

6. Idling. On and off-site idling of facility-related vehicles is prohibited. Property owners and occupants are jointly responsible for complying with this limitation.

7. Environmental Responsibility. At least one sustainable energy technology shall be integrated into the design of the facility such as green roof, green wall, solar, wind, or geothermal.

8. Height. Building height may not exceed 60 feet unless otherwise approved by the Planning Commission through the Special Land Use process.

9. Hours. Outdoor activity including loading/unloading activities are not permitted during the hours of 11:00 p.m. and 7:00 a.m. Property owners and occupants are jointly responsible for complying with this limitation.

10. Outdoor storage. Outdoor storage is prohibited. Property owners and occupants are jointly responsible for complying with this limitation.

11. Elevations. Proposed building elevations shall reduce the visual impact of the building's massing and scale on any side facing a residential district (other than an overhead utility corridor), residential use, or public right-of-way using mitigation measures such as variable color or texture, varying rooflines, vegetation, and/or vertical and horizontal variations in the façade.

12. The Reviewing Body may require additional limitations or protective measures to avoid serious adverse effects of the use on occupants of nearby properties and other uses on the site, including a Traffic Impact Study and off-site air quality monitoring.

SECTION VIII. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

Memorandum

Date: February 11, 2025

To: Township Board

From: Jodi Stefforia, Planning Director

Subject: Zoning Ordinance Text Amendments – Second Reading Ordinance 674

Objective
MOTION: Approve for second reading and adoption Ordinance 674.

Background
A series of amendments to the Zoning Ordinance have been prepared and are before the Board for second reading and adoption. The impetus for the amendments is to address childcare homes in the Township and to lessen the burden on residents/homeowners in obtaining local approval to establish or expand the use (as is occurring across Michigan communities).

Other proposed amendments are the result of day-to-day implementation of the ordinance resulting in identification of areas that need modernizing or clarity.

On January 28, 2025, the Township Board accepted Ordinance 674 for first reading and set second reading and adoption for February 11, 2025.

Information Provided
Ordinance 674

Core Values
Public Service.
Sustainability.

DRAFT OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. 674

Adopted:_____

Effective:_____

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, Article 2 – Section 2.2, Article 4 - Section 4.20 & 4.40, Article 5 – Section 5.20 & 5.40, Article 6 – Section 6.20 & 6.40, Article 7 – Section 7.20 & 7.40, Article 8 – Section 8.20 & 8.40, Article 9 – Section 9.20 & 9.40, Article 10 – Section 10.20 & 10.40, Article 11 – Section 11.20 & 11.40, Article 18 – Section 18.20 & 18.40, Article 19 – Section 19.20 & 19.50, Article 20 – Section 20.20 & 20.40, Article 21 – Section 21.20, Article 27 – Section 27.50, Article 28 – Section 28.50, Article 30 – Section 30.30, Article 35 – Section 35.30 & 35.40, Article 48 – Section 48.60, Article 49 – Section 49.110, Article 55 – Section 55.70, Article 57 – Section 57.100, Article 64 – Section 64.20, 64.60 & 64.90. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION 1. AMENDMENT OF ARTICLE 2 – CONSTRUCTION OF LANGUAGE AND DEFINITIONS, SECTION 2.20 – DEFINITIONS. ARTICLE 2, SECTION 2.20, IS HEREBY AMENDED AS FOLLOWS:

Family Child Care Home - A Private Home properly registered or licensed under 1973 Public Act 116, as amended, in which one (1) but fewer than seven (7) minor children (or eight (8) children with increased capacity as defined and permitted by Public Act 106 of 2022) are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the household by blood, marriage or adoption. A Family Child Care Home includes a home in which care is given to an unrelated minor child for more than four (4) weeks during a calendar year. A Family Child Care Home does not include an individual providing babysitting services for another individual (as defined by 1973 Public Act 116).

SECTION 2. AMENDMENT OF ARTICLE 4 – AG: AGRICULTURAL DISTRICT, SECTION 4.20 – PERMITTED USES. ARTICLE 4, SECTION 4.20, IS HEREBY AMENDED AS FOLLOWS:

I. Family Child Care and Group Child Care Homes.

SECTION 3. AMENDMENT OF ARTICLE 4 - AG: AGRICULTURAL DISTRICT, SECTION 4.40 – SPECIAL USES. ARTICLE 4, SECTION 4.40, IS HEREBY AMENDED TO AS FOLLOWS:

B. Reserved.

SECTION 4. AMENDMENT OF ARTICLE 5 - RR: RURAL RESIDENTIAL DISTRICT, SECTION 5.20 – PERMITTED USES. ARTICLE 5, SECTION 5.20, IS HEREBY AMENDED AS FOLLOWS:

H. Family Child Care and Group Child Care Homes.

SECTION 5. AMENDMENT OF ARTICLE 5 - RR: RURAL RESIDENTIAL DISTRICT, SECTION 5.40 – SPECIAL USES. ARTICLE 5, SECTION 5.40, IS HEREBY AMENDED AS FOLLOWS:

H. Reserved.

SECTION 6. AMENDMENT OF ARTICLE 6 – R-1: RESIDENCE DISTRICT, SECTION 6.20 – PERMITTED USES. ARTICLE 6, SECTION 6.20, IS HEREBY AMENDED AS FOLLOWS:

D. Family Child Care and Group Child Care Homes.

SECTION 7. AMENDMENT OF ARTICLE 6 – R-1: RESIDENCE DISTRICT, SECTION 6.40 – SPECIAL USES. ARTICLE 6, SECTION 6.40, IS HEREBY AMENDED AS FOLLOWS:

C. Reserved.

SECTION 8. AMENDMENT OF ARTICLE 7 – R-2: RESIDENCE DISTRICT, SECTION 7.20 – PERMITTED USES. ARTICLE 7, SECTION 7.20, IS HEREBY AMENDED AS FOLLOWS:

I. Family Child Care and Group Child Care Homes.

SECTION 9. AMENDMENT OF ARTICLE 7 – R-2: RESIDENCE DISTRICT, SECTION 7.40 – SPECIAL USES. ARTICLE 7, SECTION 7.40, IS HEREBY AMENDED AS FOLLOWS:

D. Reserved.

SECTION 10. AMENDMENT OF ARTICLE 8 – R-3: RESIDENCE DISTRICT, SECTION 8.20 – PERMITTED USES. ARTICLE 8, SECTION 8.20, IS HEREBY AMENDED AS FOLLOWS:

C. Family Child Care and Group Child Care Homes.

SECTION 11. AMENDMENT OF ARTICLE 8 – R-3: RESIDENCE DISTRICT, SECTION 8.40 – SPECIAL USES. ARTICLE 8, SECTION 8.40, IS HEREBY AMENDED AS FOLLOWS:

I. Reserved.

SECTION 12. AMENDMENT OF ARTICLE 9 – R-4: RESIDENCE DISTRICT, SECTION 9.20 – PERMITTED USES. ARTICLE 9, SECTION 9.20, IS HEREBY AMENDED AS FOLLOWS:

E. Family Child Care and Group Child Care Homes.

SECTION 13. AMENDMENT OF ARTICLE 9 – R-4: RESIDENCE DISTRICT, SECTION 9.40 – SPECIAL USES. ARTICLE 9, SECTION 9.40, IS HEREBY AMENDED AS FOLLOWS:

E. Reserved.

SECTION 14. AMENDMENT OF ARTICLE 10 – R-5: RESIDENCE DISTRICT, SECTION 10.20 – PERMITTED USES. ARTICLE 10, SECTION 10.20, IS HEREBY AMENDED AS FOLLOWS:

B. Family Child Care and Group Child Care Homes.

SECTION 15. AMENDMENT OF ARTICLE 10 – R-5: RESIDENCE DISTRICT, SECTION 10.40 – SPECIAL USES. ARTICLE 10, SECTION 10.40, IS HEREBY AMENDED AS FOLLOWS:

C. Reserved.

SECTION 16. AMENDMENT OF ARTICLE 11 – R-C: RESIDENTIAL CONSERVATION DISTRICT, SECTION 11.20 – PERMITTED USES. ARTICLE 11, SECTION 11.20, IS HEREBY AMENDED AS FOLLOWS:

B. Family Child Care and Group Child Care Homes.

SECTION 17. AMENDMENT OF ARTICLE 11 – R-C: RESIDENTIAL CONSERVATION DISTRICT, SECTION 11.40 – SPECIAL USES. ARTICLE 11, SECTION 11.40, IS HEREBY AMENDED AS FOLLOWS:

F. Reserved.

SECTION 18. AMENDMENT OF ARTICLE 18 – C: LOCAL BUSINESS DISTRICT, SECTION 18.20 – PERMITTED USES. ARTICLE 18, SECTION 18.20, IS HEREBY AMENDED TO ADD THE FOLLOWING:

Q. Child Care Centers.

SECTION 19. AMENDMENT OF ARTICLE 18 – C: LOCAL BUSINESS DISTRICT, SECTION 18.40 – SPECIAL USES. ARTICLE 18, SECTION 18.40, IS HEREBY AMENDED AS FOLLOWS:

B. Adult Care Centers.

SECTION 20. AMENDMENT OF ARTICLE 19 – VC: VILLAGE COMMERCIAL DISTRICT, SECTION 19.20 – PERMITTED USES. ARTICLE 19, SECTION 19.20, IS HEREBY AMENDED TO ADD THE FOLLOWING:

C. Child Care Centers.

SECTION 21. AMENDMENT OF ARTICLE 19 - VC: VILLAGE COMMERCIAL DISTRICT, SECTION 19.50 – SPECIAL USES. ARTICLE 19, SECTION 19.50, IS HEREBY AMENDED AS FOLLOWS:

E. Adult Care Centers.

SECTION 22. AMENDMENT OF ARTICLE 20 – BRP: BUSINESS AND RESEARCH PARK, SECTION 20.20 – PERMITTED USES. ARTICLE 20, SECTION 20.20, IS HEREBY AMENDED TO ADD THE FOLLOWING:

L. Child Care Centers.

SECTION 23. AMENDMENT OF ARTICLE 20 – BRP: BUSINESS AND RESEARCH PARK, SECTION 20.40 – SPECIAL USES. ARTICLE 20, SECTION 20.40, IS HEREBY AMENDED AS FOLLOWS:

B. Adult Care Centers.

SECTION 24. AMENDMENT OF ARTICLE 21 – C-R: LOCAL COMMERCIAL DISTRICT, RESTRICTED, SECTION 21.20 – PERMITTED USES. ARTICLE 21, SECTION 21.20, IS HEREBY AMENDED TO ADD THE FOLLOWING:

C. Child Care Centers.

SECTION 25. AMENDMENT OF ARTICLE 27 – I-1: INDUSTRIAL DISTRICT, MANUFACTURING/SERVICING, SECTION 27.50 – DEVELOPMENT STANDARDS. ARTICLE 27, SECTION 27.50, IS HEREBY AMENDED AS FOLLOWS:

All outdoor storage shall be located outside the required building setback area in a side or rear yard or, when in the front yard, within an area not closer than 150 feet from any street right of way. When viewable from a public right of way or from a property in an abutting residential or commercial district, screening pursuant to Section 53.40, with the exception of 53.40.A, shall be provided.

SECTION 26. AMENDMENT OF ARTICLE 28 – I-2: INDUSTRIAL DISTRICT, MANUFACTURING/SERVING, SECTION 28.50 – DEVELOPMENT STANDARDS. ARTICLE 28, SECTION 28.50, IS HEREBY AMENDED AS FOLLOWS:

All outdoor storage shall be located outside the required building setback area in a side or rear yard or, when in the front yard, within an area not closer than 150 feet from any street right of way. When viewable from a public right of way or from a property in an abutting residential or commercial district, screening pursuant to Section 53.40, with the exception of 53.40.A, shall be provided.

SECTION 27. AMENDMENT OF ARTICLE 30 – MIXED USE DISTRICT, SECTION 30.30 – DEVELOPING WITHIN THE MIXED USE DISTRICT. ARTICLE 30, SECTION 30.30, IS HEREBY AMENDED AS FOLLOWS:

B. (17) Family and Group Child Care Homes, Child Care Centers and Adult Care Centers.
C. (c) Reserved.

SECTION 28. AMENDMENT OF ARTICLE 35 – 9TH STREET AND WEST MAIN OVERLAY ZONE, SECTION 35.30 – PERMITTED USES. ARTICLE 35, SECTION 35.30, IS HEREBY AMENDED AS FOLLOWS:

A. (4) Family child care and group child care homes.
B. (11) Child care centers.
C. (4) Family child care and group child care homes.
D. (11) Child care centers.

SECTION 29. AMENDMENT OF ARTICLE 35 –9TH STREET AND WEST MAIN OVERLAY ZONE, SECTION 35.40 – SPECIAL USES. ARTICLE 35, SECTION 35.40, IS HEREBY AMENDED AS FOLLOWS:

A. (1) Reserved.
B. (4) Adult Care Centers.

SECTION 30. AMENDMENT OF ARTICLE 48 – CONDITIONS FOR SPECIFIC PERMITTED USES, SECTION 48.60 – HOME OCCUPATION. ARTICLE 48, SECTION 48.60, IS HEREBY AMENDED AS FOLLOWS:

A. (5) The dwelling has no exterior evidence to indicate that the same is being utilized for any purpose other than that of a dwelling, with the exception of signage as prescribed in Section 55.70 Schedule A

SECTION 31. AMENDMENT OF ARTICLE 49 – REQUIREMENTS FOR SPECIAL USES, SECTION 49.110 – GROUP DAY CARE HOME. ARTICLE 49, SECTION 49.110, IS HEREBY AMENDED TO REMOVE THE FOLLOWING:

49.110 Reserved.

SECTION 32. AMENDMENT OF ARTICLE 55 – SIGNS AND BILLBOARDS, SECTION 55.70 – AGRICULTURAL AND RESIDENTIAL LAND USE. ARTICLE 55, SECTION 55.70, IS HEREBY AMENDED AS FOLLOWS:

SCHEDULE A - Agricultural and Residential Use Districts					
Use	**Sign Type**	**Max Sign Area**	**Max sign height[5]**	**Sign Permit Required**	**Max number of Signs**
Foster Family Care Home uses in a Private Home		None		Yes	None
Home Occupations	a) Wall sign	2 sq.ft.	N/A	No	1
Family Child Care and Group Child Care Homes in a Private Home	a) Wall sign	2 sq.ft.	N/A	No	1

SECTION 33. AMENDMENT OF ARTICLE 57 – MISCELLANEOUS PROTECTION REQUIREMENTS, SECTION 57.100 – ACCESSORY BUILDINGS SERVING A PRIMARY RESIDENCE. ARTICLE 57, SECTION 57.100, IS HEREBY AMENDED AS FOLLOWS:

D.

1. Subject to the lot coverage limitations listed in Section 50.50, the maximum allowable square footage of accessory buildings on lots, parcels, or building sites, as measured by the combined gross floor area of all detached accessory structures which are located on the property, shall be limited as follows:

Property area	**Maximum cumulative square footage of all detached accessory structures on a property**
0.25 acres or less	840 square feet
More than 0.26 acres but not more than 0.50 acres	1,080 square feet
More than 0.50 acres but not more than 1.0 acre	1,320 square feet
More than 1 acre but not more than 2 acres	2,000 square feet

More than 2 acres but not more than 3 acres	3,000 square feet
More than 3 acres but not more than 5 acres	4,000 square feet
More than 5 acres	5,000 square feet

SECTION 34. AMENDMENT OF ARTICLE 64 – SITE PLAN REVIEW, SECTION 64.20 – APPLICABILITY. ARTICLE 64, SECTION 64.20, IS HEREBY AMENDED AS FOLLOWS:

G. Single-family and two-family properties are exempt from these requirements.

Activity/Use	Administrative Review	Zoning Board of Appeals	Planning Commission	Township Board
ACCESSORY STRUCTURES AND SITE IMPROVEMENTS				
Accessory structures/buildings that do not affect other Zoning requirements	Approve			

Activity/Use	Administrative Review	Zoning Board of Appeals	Planning Commission	Township Board
CHANGE IN USE				
Reuse of any part of an existing building or Commercial Center where no building expansion is proposed, if the Planning Director determines the new use is similar or less intense in terms of parking, traffic generation, drainage, utility needs, noise, aesthetics and other external effects	Approve			

Activity/Use	Administrative Review	Zoning Board of Appeals	Planning Commission	Township Board
NEW CONSTRUCTION				
Mobile Home Subdivision or Condominium			Recommend	Approve
Mobile Home Park			Approve	

SECTION 35. AMENDMENT OF ARTICLE 64 – SITE PLAN REVIEW, SECTION 64.60 – APPLICATION PROCEDURE. ARTICLE 64, SECTION 64.60, IS HEREBY AMENDED AS FOLLOWS:

B. (4) If revised plans are required, the applicant shall submit within the time frame provided by the Planning Department. Revised plans not received within 90 days of issuance of Planning Department written comments may be subject to ordinances in effect at the time of resubmission. Planning staff will determine which Township departments require a second review. Any final comments will be provided to the applicant prior to Zoning Board of Appeals or Planning Commission meeting.

C. (1) (d) Seals of the architect, engineer, surveyor and/or landscape architect for only those sections of the plan set in which they are licensed and responsible to prepare. The Planning Director shall have the authority to waive or modify this requirement.

C. (5) (h) Seal of Landscape Architect, if applicable.

SECTION 36. AMENDMENT OF ARTICLE 64 – SITE PLAN REVIEW, SECTION 64.90 – CONFORMITY TO APPROVED SITE PLAN. ARTICLE 64, SECTION 64.90, IS HEREBY AMENDED AS FOLLOWS:

D. At least one complete set of record construction drawings signed by a licensed civil engineer shall be submitted to the Township or its designee at the time of application for a Certificate of Occupancy or, in the case of residential developments before a Building Permit may be issued.

These drawings shall indicate any changes approved by the Township to the original Site Plan. Additionally, the correct location, size, etc. of any preexisting utilities or facilities shall be specified.

SECTION 37. EFFECTIVE DATE AND REPEAL.

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed. This Ordinance shall take effect upon publication after adoption in accordance with State law.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

Memorandum

Date: February 4, 2025

To: Township Board

From: Sierra Lucas, Paralegal – Legal Department

Subject: False Violation Report Ordinance - Second Reading Ordinance 675

Objective
MOTION: to accept for second reading and adoption of the False Violation Report Ordinance.

Background

To address the ongoing nuisance complaints that appear to be baseless and intended to harass residents, we propose the adoption of the attached False Violation Report Ordinance.

Information Provided

Draft False Violation Report Ordinance 675

Core Value(s)

Public Service
Integrity
Professionalism

DRAFT OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. 675

Adopted:

Effective:

OSHTEMO CHARTER TOWNSHIP FALSE VIOLATION REPORT ORDINANCE

An Ordinance to amend the Oshtemo Charter Township General Ordinances, Section ___. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. TITLE:

This ordinance shall be known as the False Violation Report Ordinance.

SECTION II. PURPOSE:

The Township has established a range of nuisance ordinances to safeguard the health, safety, and overall welfare of its residents. Nonetheless, there are instances where unfounded complaints are lodged against residents alleging nuisance violations, often intended to harass neighbors. To mitigate these circumstances, the Township has implemented this ordinance.

SECTION III. DEFINITION:

False Violation Report: a report that is untrue – a claim made that is not correct, erroneous, or wrong- a claim not well founded in fact and unsupported by any direct or corroborating evidence of any kind.

Violation Report: a description or account of an event or situation based upon a person's observations.

SECTION IV. CHARGES:

A person who intentionally, or without foundation, makes more than one false violation report to a Peace Officer, or Ordinance Enforcement Officer of the Township, for which there is no direct or corroborating evidence of any kind in support of such a violation, will be liable for a municipal civil infraction as defined by Michigan statute, which shall be punishable as set forth below.

The first violation of the false violation report shall be followed by a warning notice from the Ordinance Enforcement Department of the Township. For all second and subsequent false violation reports, the Township shall issue an 8th District Court municipal civil infraction citation to the person, or entity, from which the false violation report originated.

SECTION V SANCTIONS:

	Minimum Fine
1st Warning within the calendar year*	No Charge
1st Offense within the calendar year*	$150.00
2nd Offense within the calendar year*	$300.00
3rd or More Offense within the calendar year*	$500.00
* Calendar year refers to January 1st through December 31st.	

Any person or entity, who violates any of the provisions of this Ordinance shall be deemed to be responsible for a municipal civil infraction as defined by Michigan statute which shall be punishable by a civil fine determined in accordance with the following schedule:

Additionally, any person, or entity, in violation of this ordinance shall pay costs which may include all expenses, direct and indirect, to which Oshtemo Charter Township has been put in connection with the municipal civil infraction. In no case, however, shall the Township bill for costs of less than $9.00 nor more than the actual costs incurred. In addition, the Township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, restraining order, or other appropriate remedy to compel compliance with this Ordinance. Each violation shall constitute a separate offense.

SECTION VI. VALIDITY:

Should any section, clause or provision of this Ordinance be declared by the courts to be invalid, the same shall not affect the validity of this Ordinance as a whole or any part thereof other than the part or portion declared to be invalid.

SECTION VII. REPEAL OF CONFLICTING ORDINANCES & EFFECTIVE DATE:

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. This Ordinance shall take effect upon publication after adoption.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

Memorandum

Date: January 21st, 2025

To: Township Board

From: **Clare Buszka, Treasurer**

Subject: **Disbursement of Township issued checks**

Objective

Proposed Motion: To approve the Check Disbursement Policy as presented.

Background

It has long been suggested by the Michigan Department of Treasury and MTA (Michigan Township Association) that all Township Treasury Offices follow their best practice recommendations as well as the required procedures of the State. We have followed these practices, and I feel we are overdue for an actual Township policy for the check disbursements as required by the State.

Information Provided

"The treasurer or deputy treasurer shall verify that the funds are available, sign the (warrant, check, voucher, payment, disbursement) and distribute it. Checks shall not be returned to the clerk or the originating office for distribution."- MTA

"Checks should not be returned to the originating office for distribution" – Michigan Department of Treasury – under Required procedures.

We currently have numerous other policies as required, e.g. Credit card policy, Investment Policy that follow the other State Guidelines for Required and Best Practice Methods.

Core Values
(Public Service, Sustainability, Innovation, Professionalism, Integrity, Fiscal Stewardship)

OSHTEMO CHARTER TOWNSHIP

CHECK DISBURSEMENT POLICY

Adopted: February 11, 2025

General Purpose:
The purpose of this Check Disbursement Policy is to establish an efficient process for issuing checks for Payroll and Accounts Payable, supporting the day-to-day operations of Oshtemo Charter Township. This policy promotes accountability, transparency, and ethical conduct within the Treasurer's Office and the Township.

Summary Statement of Policy:
This policy is intended to provide guidance for all checks issued by the Township.

Actual Policy as Written:
The Township Board of Trustees holds fiduciary oversight, the Supervisor serves as the purchasing agent for all purchases, the Clerk prepares the check warrant, and the Treasurer initiates payment from the bank.

ACH and IFT payments authorized by the Clerk will be processed promptly upon the issuance of the warrant.

Each paper check disbursement must be signed by the Clerk, or Deputy Clerk, to document Board authorization of that payment, forwarded to the Treasurer by the next business day, and include the payee's name and mailing address.

The Treasurer, or Deputy Treasurer, will verify that sufficient funds are available, sign the check, and distribute it. Checks will not be returned to the Clerk, the originating office, or any other Township office for distribution, unless explicitly authorized by the Treasurer due to extenuating circumstances, such as emergency in-person purchases.

Once the check is signed by the Treasurer's Office it will be placed in the outgoing mail receptacle by Friday at 1 PM.

Exceptions:

The following recipients may be exempt from mailing requirements with prior request, and checks can be picked up from the front counter by the Treasurer or designated Treasury staff:

Facility Renters
Employees
Contractors

Requests for "pick-up" must be made to the Treasurer and can be either a one-time or recurring arrangement.

Defaults:

If no request is made by 5pm Thursday during a payroll or payables week, the check will be mailed out. Checks will not be held for pick-up after 1pm on the Friday following payroll (7-day pick-up window). All checks will only be released to the person named as the payee on the check, such as for payroll, reimbursements, rentals, etc., except in the extenuating circumstances mentioned above. The Township does not offer check cashing services.

This policy will take effect upon adoption by the Township Board and will remain in effect until it is rescinded by the Board. Any revisions or amendments must be approved by the Township Board, documented in writing, and kept with the original policy by the Township Clerk. The Clerk will distribute this policy, along with any amendments, to all Township Board members, Department Heads, and employees.

OSHTEMO CHARTER TOWNSHIP

CHECK DISBURSEMENT POLICY

MOTION TO APPROVE BOARD-APPROVED POLICY:

Motion was made by _____and seconded by_____, to adopt the foregoing Policy by Board Resolution.

The following voted "Aye":

The following voted "Nay":

The following were Absent:

The following Abstained:

The Supervisor declared the motion carried and the Policy Resolution duly adopted.

_____
Dusty Farmer, Clerk
Oshtemo Charter Township

****

CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held on February 11, 2025, which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ___ day of _____, 2025.

_____
Dusty Farmer, Clerk
Oshtemo Charter Township

Memorandum & Request

Date: 2/6/2025

To: Township Board

From: Greg Fountain, Maintenance Director

Subject: Fire Station 5-2 window replacement project

Objective
To approve a budget amendment in the amount of $12,000 for final payment of Fire Station 5-2 window replacement.

From: GL# 211-000-40000 Fire Carryover
To: GL# 211-344-98100 Fire Equipment – Capital Outlay/Window replacement Station 5-2

Proposed Motion
Motion to approve a budget amendment in the amount of $12,000 from 211-000-40000 to 211-344-98100.

Background
A budget amendment of $50,000 was approved for this work to be done in 2024. A 50% deposit of $12,000 was paid 10/17/24. Work was scheduled for December of 2024 but will not be completed until February of 2025. Unforeseen issues with the window manufacturer caused delays and pushed out the scheduling of work by the window installation contractor. Final payment of $12,000 will be required upon completion of the project.

Core Values
Sustainability, Professionalism, Integrity, Fiscal Stewardship

Memorandum & Request

Date: 2/6/2025

To: Township Board

From: Greg Fountain, Maintenance Director

Subject: Fire Station 5-2 interior wallpaper removal and paint project

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Objective
To approve a budget amendment in the amount of $25,000 for payment of wallpaper removal, wall preparation and painting of the Fire Station 5-2 Dayroom/kitchen, meeting room, hallway and public bathrooms.

From: GL# 211-000-40000 Fire Carryover
To: GL# 211-344-98100 Fire Equipment – Capital Outlay/Facilities Painting Station 5-2

Proposed Motion
Motion to approve a budget amendment in the amount of $25,000 from 211-000-40000 to 211-344-98100.

Background
A budget amendment was estimated for $20,000 and was approved for this work to be done in 2024. Work was scheduled for December of 2024 but will not be completed until February of 2025. The original estimate of $20,850 assumed the wallpaper would be easily stripped with minimal drywall damage. However, in several areas, additional skim coating was required, increasing the cost. Since this work was not started until 2025, we are asking for a budget amendment to move unused funds from 2024 in the amount of $25,000.

Core Values
Sustainability, Professionalism, Integrity, Fiscal Stewardship

Memorandum & Request

Date: 2/10/2025

To: Township Board

From: Greg Fountain, Maintenance Director

Subject: Fire Station 5-1 Kitchen, Dayroom, Weight room flooring project

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Objective
To approve a budget amendment in the amount of $4,500.00 for final payment of Fire Station 5-1 Kitchen, Dayroom, Weight room flooring project.

From: GL# 211-000-40000 Fire Carryover
To: GL# 211-344-98100 Fire Equipment – Capital Outlay/Flooring replacement Station 5-1

Proposed Motion
Motion to approve a budget amendment in the amount of $4,500.00 from 211-000-40000 to 211-344-98100.

Background
A budget amendment was estimated for $10,000 and approved for this work to be done in 2024. A deposit of $8,584.40 was paid 10/17/24 to cover material cost. Work was scheduled for December of 2024 but was not completed until January of 2025. Unforeseen issues with the kitchen sub-floor preparation for the project required additional work and costs. Final payment of $4,500.00 will be required. Since this work was not started until 2025, we are asking for a budget amendment to move unused funds from 2024 in the amount of $13,084.40.

Core Values
Sustainability, Professionalism, Integrity, Fiscal Stewardship

Memorandum & Request

Date: February 10, 2025

To: Township Board

From: Greg McComb, Fire Chief

Subject: Station 5-2 repairs / unforeseen issues

Objective
To approve a budget amendment in the amount of $9,000 for unexpected costs of wallpaper removal at station 5-2.

From:	GL 213-000-40000	Fire Capital Carryover
To:	GL 211-344-98100	Fire Equipment / Capital

Proposed Motion: Motion to approve a budget amendment in the amount of $12,500 from 213-000-40000 to 211-344-98100 to cover the unexpected costs associated with the removal of wallpaper from station 5-2.

Background
As you are aware, we encountered a mold issue at Station 5-2 when removing wallpaper. During this process, VanDam and Krusinga discovered that moisture had rusted out the "Z Strips" (metal studs) behind the wallboard. Due to this unexpected finding, we had to obtain an additional quote of $9,000. Given the urgency, we authorized the work under emergency purchase authority.

Core Values
Respect, Responsibility, Pride

Memorandum

Date: 11 February 2025

To: Township Board

From: Sara Feister, HR Director

Subject: Earned Sick Time Act (ESTA)

Objective
PROPOSED MOTION: I approve the recommended Employee Handbook and PTO policy amendments to support Earned Sick Time Act (ESTA) compliance.

Background
The Earned Sick Time Act (ESTA) goes into effect on 02/21/25. This is an enhancement to the Paid Medical Leave Act (PMLA) which was passed in 2019. The ESTA requires that all Michigan employers provide paid leave to any employee working for their organization.

Compliance Information
The ESTA states that current PTO policies, as long as they meet the minimum requirements of ESTA, will comply. Our current PTO policy for Full Time and Part Time Employees is compliant. The enhancement to our PTO policy only applies to Seasonal, Temporary, & Paid on Call Firefighters. These employees shall accrue 1 hour of PTO per 30 hours worked. These employees are not permitted to use more than 72 hours of PTO per calendar year. There is no payout of unused PTO time upon severance of employment.

Information Provided
1. Redline of Employee Handbook Section 9.2: Paid Time Off (PTO)
2. Clean Copy of Employee Handbook Section 9.2: Paid Time Off (PTO)

Core Values
Sustainability, Professionalism, Integrity, Fiscal Stewardship

9.2- PAID TIME OFF (PTO)

Purpose: The purpose of this section is to provide Employees information on PTO eligibility, accrual terms, and use criteria.

Scope: This policy applies to Full-Time, Part-Time (≥20hours/week), Seasonal, Temporary, and ~~eligible~~ POC/OD-POC Township Employees.

Effective: ~~09/28/2022~~02/11/25

Revisions History: Formerly Appendix B (rev. 01/01/08, 03/25/08, 10/13/09, 04/10/12, 10/08/13, 06/24/14, 06/26/18, 01/29/19, 03/26/19~~; eff. 11/24/20~~, 09/28/22)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the "Definitions and General Provisions" section of this *Employee Handbook.*

Cap- means the maximum amount of PTO an Employee can keep in their PTO bank. The Cap is one hundred and fifty percent (150%) of the Employee's Length of Service PTO level. Once the Cap is reached, an Employee will not accrue additional PTO time until their PTO balance is below the Cap (e.g., an Employee with one (1) year Length of Service will stop accruing PTO when they reach two hundred and fifty-two (252) hours thirty-one point five (31.5) days of banked PTO).

POLICY

A. **Eligible Employees.** ~~Full-Time and Part-Time Employees working a minimum of twenty (20) hours a week (and POC/OD-POC who worked, on average, twenty-five (25) hours or more during the immediately preceding calendar year)~~All employees will accrue paid time off (PTO) in accordance with this policy. ~~Temporary Employees, Seasonal Employees, Contractors, Limited Term Workers, and Volunteers are not eligible for PTO benefits.~~ Elected Officials who track and record their time in accordance with this policy will be treated like Full-Time Employees for the purposes of this policy.

B. **PTO Scheduling, Approval, and Recording Requirements.** Department Heads must ensure appropriate coverage for their department when reviewing and approving PTO requests. When coverage conflicts occur, Employees with a greater Length of Service will be given preference for requested PTO vacation dates.

1. **PTO Approval.** Department Heads are responsible for approving Employee PTO requests. Employees must submit ~~written~~ requests for PTO for vacation, and other non-emergency situations, to their Department Head in advance for approval. All

other PTO uses must be promptly reported to the Employee's Department Head. Department Heads are responsible for managing their own PTO time.

2. **Recording Use of and Payment for PTO.** Employees are responsible for recording all uses of PTO on their timesheet using the "PTO" line item. PTO will be paid at the Employee's current regular rate of pay as submitted on the Employee's biweekly timesheet. Employees must enter PTO time taken for vacation purposes on the staff calendar.

C. **PTO Accrual.** Upon hire, Employees will receive their initial PTO allocation as laid out in the table below. Days/hours of PTO will be granted based on Length of Service. PTO will run from calendar year to calendar year. At an Employee's anniversary date, the increase in PTO earned will be prorated for the balance of the year. Employees moving to a higher/lower accrual rate during a calendar year will have their accrual re-calculated when the change to their hour occurs, and ~~the HR/Benefit Coordinator~~the HR Department will inform the Employee of their new PTO balance related to their rate change. PTO shall accrue in the following manner:

Length of Service	Full-Time (40 Hour) Rate[2]	Full-Time (32 Hour) Rate[2]	Part-Time (20 Hour) Rate[2]	24 Hour Shift (Fire) Rate
0-6 months[1]	5 days/40 hours	32 hours	20 hours	88 hours
6 months – 1 year	9 days/72 hours	57.6 hours	36 hours	96 hours
1-5 years	21 days/168 hours	134.4 hours	84 hours	264 hours
accrual rate[3]	6.46 hours/pay period	5.168 hours/pay period	3.23 hours/pay period	10.15 hours/pay period
Cap[3]	31.5 days/ 252 hours	25.2 days/ 201.6 hours	15.75 days/ 126 hours	16.5 days/ 396 hours
5-15 years	27 days/216 hours	172.8 hours	108 hours	336 hours
accrual rate[3]	8.31 hours/pay period	6.648 hours/pay period	4.155 hours/pay period	12.92 hours/pay period
Cap[3]	40.5 days/ 324 hours	32.4 days /259.2 hours	20.25 days/ 162 hours	21 days/ 504 hours
15 years +	32 days/256 hours	204.8 hours	128 hours	408 hours
accrual rate[3]	9.85 hours/pay period	7.88 hours/pay period	4.925 hours/pay period	15.69 hours/pay period
Cap[3]	48 days/ 384 hours	38.4 days/ 307.2 hours	24 days/ 192 hours	25.5 days/ 612 hours

[1] PTO is available for use, but there will be no PTO payout of these hours until the Employee remains employed by the Township for at least thirty (30) days.
[2] Employees working less than forty (40) hours per week but more than twenty (20) hours per week, not listed in the table, will receive PTO calculated as a percentage of the Full-Time (40 hour/week) PTO accrual rate.
[3] Beginning January 1, 2023. The number of days allocated is calculated for either a 24-hour or 8-hour shift.

D. **Use of PTO.** Employees are eligible to take PTO time when it is earned but not before. If time off is needed/wanted, and the Employee has no PTO in their bank, the time off, if approved, will be taken without pay.

1. **Mandatory Use.** Each Employee shall take the equivalent number of days equal to their normal work week off each calendar year in consecutive succession as part of the Employee's PTO time.

2. **Unscheduled PTO.** When taking unscheduled PTO for illness or injury, Employees will make every attempt to notify their immediate supervisor within one (1) hour of their regular starting time, or as soon as possible. Excessive use of unscheduled PTO, or failure to provide notice, may subject the Employee to discipline.

E. **Seasonal, Temporary, & POC/OD-POC PTO.** In accordance with the Earned Sick Time Act, effective 02/21/25, Seasonal, Temporary, & POC/OD-POC Employees will receive one (1) hour of PTO per thirty (30) hours worked. The maximum usage per year shall not exceed seventy-two (72) hours. There is no payout of unused PTO upon severance of employment.

F~~E~~. **Restrictions.** Total PTO at the beginning of any year cannot exceed 1½ (one and one-half) times the annual allotted time (i.e., 50% of total days/hours granted can be carried over into the next year). Beginning January 1, 2023, PTO will not accrue above the Cap; Employees will be able to carry-over an amount equal to their Cap based on their Length of Service.

9.2- PAID TIME OFF (PTO)

Purpose: The purpose of this section is to provide Employees information on PTO eligibility, accrual terms, and use criteria.

Scope: This policy applies to Full-Time, Part-Time (≥20hours/week), Seasonal, Temporary, and POC/OD-POC Township Employees.

Effective: 02/11/25

Revisions History: Formerly Appendix B (rev. 01/01/08, 03/25/08, 10/13/09, 04/10/12, 10/08/13, 06/24/14, 06/26/18, 01/29/19, 03/26/19, 09/28/22)

DEFINITIONS

Capitalized terms not defined below have the same meaning as given in the "Definitions and General Provisions" section of this *Employee Handbook.*

Cap- means the maximum amount of PTO an Employee can keep in their PTO bank. The Cap is one hundred and fifty percent (150%) of the Employee's Length of Service PTO level. Once the Cap is reached, an Employee will not accrue additional PTO time until their PTO balance is below the Cap (e.g., an Employee with one (1) year Length of Service will stop accruing PTO when they reach two hundred and fifty-two (252) hours thirty-one point five (31.5) days of banked PTO).

POLICY

A. **Eligible Employees.** All employees will accrue paid time off (PTO) in accordance with this policy. Elected Officials who track and record their time in accordance with this policy will be treated like Full-Time Employees for the purposes of this policy.

B. **PTO Scheduling, Approval, and Recording Requirements.** Department Heads must ensure appropriate coverage for their department when reviewing and approving PTO requests. When coverage conflicts occur, Employees with a greater Length of Service will be given preference for requested PTO vacation dates.

1. **PTO Approval.** Department Heads are responsible for approving Employee PTO requests. Employees must submit requests for PTO for vacation, and other non-emergency situations, to their Department Head in advance for approval. All other PTO uses must be promptly reported to the Employee's Department Head. Department Heads are responsible for managing their own PTO time.

2. **Recording Use of and Payment for PTO.** Employees are responsible for recording all uses of PTO on their timesheet using the "PTO" line item. PTO will be paid at the Employee's current regular rate of pay as submitted on the Employee's biweekly timesheet. Employees must enter PTO time taken for vacation purposes on the staff calendar.

C. **PTO Accrual.** Upon hire, Employees will receive their initial PTO allocation as laid out in the table below. Days/hours of PTO will be granted based on Length of Service. PTO will run from calendar year to calendar year. At an Employee's anniversary date, the increase in PTO earned will be prorated for the balance of the year. Employees moving to a higher/lower accrual rate during a calendar year will have their accrual re-calculated when the change to their hour occurs, and the HR Department will inform the Employee of their new PTO balance related to their rate change. PTO shall accrue in the following manner:

Length of Service	Full-Time (40 Hour) Rate[2]	Full-Time (32 Hour) Rate[2]	Part-Time (20 Hour) Rate[2]	24 Hour Shift (Fire) Rate
0-6 months[1]	5 days/40 hours	32 hours	20 hours	88 hours
6 months – 1 year	9 days/72 hours	57.6 hours	36 hours	96 hours
1-5 years	21 days/168 hours	134.4 hours	84 hours	264 hours
accrual rate[3]	6.46 hours/pay period	5.168 hours/pay period	3.23 hours/pay period	10.15 hours/pay period
Cap[3]	31.5 days/ 252 hours	25.2 days/ 201.6 hours	15.75 days/ 126 hours	16.5 days/ 396 hours
5-15 years	27 days/216 hours	172.8 hours	108 hours	336 hours
accrual rate[3]	8.31 hours/pay period	6.648 hours/pay period	4.155 hours/pay period	12.92 hours/pay period
Cap[3]	40.5 days/ 324 hours	32.4 days /259.2 hours	20.25 days/ 162 hours	21 days/ 504 hours
15 years +	32 days/256 hours	204.8 hours	128 hours	408 hours
accrual rate[3]	9.85 hours/pay period	7.88 hours/pay period	4.925 hours/pay period	15.69 hours/pay period
Cap[3]	48 days/ 384 hours	38.4 days/ 307.2 hours	24 days/ 192 hours	25.5 days/ 612 hours

[1] PTO is available for use, but there will be no PTO payout of these hours until the Employee remains employed by the Township for at least thirty (30) days.
[2] Employees working less than forty (40) hours per week but more than twenty (20) hours per week, not listed in the table, will receive PTO calculated as a percentage of the Full-Time (40 hour/week) PTO accrual rate.
[3] Beginning January 1, 2023. The number of days allocated is calculated for either a 24-hour or 8-hour shift.

D. **Use of PTO.** Employees are eligible to take PTO time when it is earned but not before. If time off is needed/wanted, and the Employee has no PTO in their bank, the time off, if approved, will be taken without pay.

1. **Mandatory Use.** Each Employee shall take the equivalent number of days equal to their normal work week off each calendar year in consecutive succession as part of the Employee's PTO time.

2. **Unscheduled PTO.** When taking unscheduled PTO for illness or injury, Employees will make every attempt to notify their immediate supervisor within one

(1) hour of their regular starting time, or as soon as possible. Excessive use of unscheduled PTO, or failure to provide notice, may subject the Employee to discipline.

E. **Seasonal, Temporary, & POC/OD-POC PTO.** In accordance with the Earned Sick Time Act, effective 02/21/25, Seasonal, Temporary, & POC/OD-POC Employees will receive one (1) hour of PTO per thirty (30) hours worked. The maximum usage per year shall not exceed seventy-two (72) hours. There is no payout of unused PTO upon severance of employment.

F. **Restrictions.** Total PTO at the beginning of any year cannot exceed 1½ (one and one-half) times the annual allotted time (i.e., 50% of total days/hours granted can be carried over into the next year). Beginning January 1, 2023, PTO will not accrue above the Cap; Employees will be able to carry-over an amount equal to their Cap based on their Length of Service.

Memorandum

Date: February 4, 2025

To: Township Board

From: Vanessa Street, Parks Director

CC: Anna Horner, P.E., Public Works Director

Subject: Consumers Energy Easement Request

Objective
Inform the Board of easement requests from Consumers Energy and comply with agreement stipulations from the State of Michigan as part of accepting grant funds outlined in the Project Agreement for the Fruit Belt Trail development project.

Motion
I move to grant the Consumers Energy Easement request and accept the Resolution to Reserve Excess Funds received from the Consumers Energy Easement Within the Fruit Belt Trail for Future Development, Maintenance or Expansion.

Background
Consumers Energy (CE) is installing a secondary gas line to be in compliance with current regulations and to provide resiliency in service. CE met with Township Staff in 2022 to discuss route options and both parties agreed utilizing the Fruit Belt Trail (FBT) corridor from 6th St to the east would be less disruptive than typical road right of way and would not impact the use or function of the trail property. The line extends east past the FBT trailhead at Chime St and Erie Street, on the north side of Erie St through the road ROW to Township owned parcels on the north side of Atlantic Ave.

Consumers has completed the design of their project and finalized the easement areas. We have reviewed these with consideration of upcoming and future projects, coordination of other utility restrictions, and concerns related to invasive species. Director Horner required certified surveys for all Township parcels to ensure quality, proper detail and clarity of exact limits. Staff consulted with P&N's licensed land surveyors for review.

The easement offers are 80% of the appraised land value. The total Easement offer is $59,759 with timber. The funds for the FBT parcels (approximately 46%) will be tied to that project outlined in the resolution attached. The funds for the other parcel will go to the DDA (approximately 54%) as that was how they were acquired.

Attachments
Easement Language
Exhibits & Descriptions
Resolution

Core Values
Public Service, Sustainability, Innovation, Professionalism, Integrity, Fical Stewardship

EASEMENT FOR PIPELINE

SAP# 40125588
Design# 111531634
Agreement# MI00000078663

CHARTER TOWNSHIP OF OSHTEMO, a Michigan municipal corporation, 7275 West Main Street, Kalamazoo, Michigan 49009 (hereinafter "Owner") for $1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to MCL 207.526(f)*] grants and warrants to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers") a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Oshtemo, County of Kalamazoo, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, necessary, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be necessary or convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: Owner further grants to Consumers, during initial construction and installation only, a temporary easement to use additional work space (hereinafter "Temporary Work Area" or "TWA"), and during any such use, Consumers' rights with respect to the TWA shall be exclusive even as to the Owner, and Owner shall not use or allow others to use the TWA during said initial construction and installation. Consumers will provide the Owner with a map of the TWA prior to commencing any work.

Scope of Work: Consumers will be performing work associated with the installation of a 12" pipeline on Owner's Land being part of the South 1/2 of Section 34, Township 2 South, Range 12 West in Kalamazoo County, Michigan and the West ½ of Section 35, Township 2 South, Range 12 West in Kalamazoo County, Michigan.

Access: Consumers shall have the right to unimpaired access to said pipeline, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Native Seed Mix: Consumers will purchase and install a native seed stabilizing mix at all disturbed areas and include erosion control blankets in areas of steep slope elevation. Specific seed mix to be selected and approved by Owner prior to installation.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: If either party plans to materially alter the ground elevation within the Easement Area, the other party must be made aware as early as possible in the design phase, be consulted on the impacts, and concur with the final proposed alternations.

Notice: Consumers shall provide the Owner with a minimum of seven (7) days written notice prior to the commencement of any work described within this easement. If any work will impact areas of invasive specifies, known to date (Japanese Knotweed - Reynoutria japonica) or identified in the future, this shall be included on the map and marked in the field with proper fencing. Any excavation, earth disturbance, bore pits, pot holing, or work of the like, shall remain outside the marked areas or Consumers shall be responsible to chemically treat those areas for three (3) years or reimburse the Owner the cost of contracting the work for the same period.

Restoration: Consumers shall restore as reasonably as practicable all that portion of Owner's Land and TWA damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this easement to a condition existing immediately prior to the damage to Owner's Land; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this easement.

ADA Compliance: Both parties agree to comply with the Americans with Disabilities Act (ADA) and will take necessary steps to ensure ADA compliance, with flexibility to accommodate any modifications required by the terms of the easement.

Exercise of Easement: Consumers' nonuse or limited use of this easement shall not preclude Consumers' later use of this easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

"Owner": CHARTER TOWNSHIP OF OSHTEMO, a Michigan municipal corporation

_____
Signature
By:_____
Print name
Its: _____
Print title

The foregoing instrument was acknowledged before me in _____ County, Michigan,

on _____ by _____
Print name Print title

of CHARTER TOWNSHIP OF OSHTEMO, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public
_____County, Michigan
Acting in _____ County
My Commission expires: _____

Prepared By:
Joshua W. Berg
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

After recording, return to:
Carrie Main, P24-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

A parcel of land being in the Township of Oshtemo, County of Kalamazoo, and State of Michigan, described as:

Commencing at the Southwest corner of Section 34, Town 02 South, Range 12 West; thence North 00°-50'-53" East along the West line of said Section, 819.09 feet to the Southerly line of an AT&T right-of-way and the place of beginning of the land hereinafter described; thence continuing North 00°-50'-53" East along the West line of said Section, 169.29 feet to the Northerly line of said AT&T right-of-way; thence Northeasterly 1139.46 feet along a curve to the right with a radius of 10780.00 feet and a chord bearing North 71°-26'-08" East, 1138.93 feet; thence North 74°-56'-15" East thereon, 1615.89 feet to the North and South 1/4 line of said Section; thence North 74°-49'-51" East, 1324.75 feet; thence Northeasterly 1459.79 feet along a curve to the left with a radius of 7473.42 feet and a chord bearing North 69°-15'-59" East, 1457.47 feet to the East line of said Section; thence South 00°-48'- 57" West thereon, 33.58 feet to the East 1/4 post of said Section; thence South 00°-57'-03" West along the East line of said Section, 134.71 feet to the Southerly line of said AT&T right-of-way; thence Southwesterly 1411.99 feet along a curve to the right with a radius of 7623.42 feet and a chord bearing South 69°-33'-21" West, 1409.97 feet; thence South 74°-50'-03" West, 1368.13 feet to the North and South 1/4 line of said Section; thence South 74°-56'-15" West, 1572.12 feet; thence Southwesterly 1116.23 feet along a curve to the left with a radius of 10630.00 feet and a chord bearing South 71°-27'-07" West, 1115.72 feet; thence South 63°-13'-46" West, 71.67 feet to the West line of said Section and the place of beginning.

Parcel ID: 05-34-405-020

AND

Commencing at the North 1/4 post of Section 35, Town 02 South, Range 12 West; thence South 01°-00'-28" West along the North and South 1/4 line of said Section, 1077.79 feet to the Easterly extension of the Southerly right-of-way line of Erie Street and the place of beginning of the land hereinafter described; thence continuing South 01°-00'-28" West along the North and South 1/4 line of said Section, 83.00 feet to the Southerly line of an AT&T right-of-way; thence South 58°-35'-28" West thereon, 2216.57 feet; thence South 61°-30'-12" West thereon, 796.99 feet; thence Southwesterly 77.07 feet along a curve to the right with a radius of 7623.42 feet and a chord bearing South 63°-57'-36" West to the West line of said Section; thence North 00°-57'-03" East thereon, 134.71 feet to the West 1/4 post of said Section; thence North 00°-48'-57" East along the West line of said Section, 33.58 feet to the Northerly line of said AT&T right-of-way; thence North 61°-12'-52" East thereon, 945.96 feet; thence North 58°-29'-49" East thereon, 1317.54 feet to the Westerly right-of-way line of Erie Street; thence South 01°-00-28" West thereon, 94.85 feet to the Southerly right-of-way line of Erie Street; thence North 58°-29'-49" East thereon, 832.08 feet to the place of beginning. Subject to Highway right-of-way over the Easterly 50.0 feet.

Parcel ID: 05-35-185-030

AND

Part of Section 35, Town 02 South, Range 12 West. Beginning at a point on the Northerly line of the AT&T right of way, said point being 537.49 feet East and South 00 degrees 43'35" West 649.41 feet of North 1/4 post; thence North 00 degrees 43'35" East 649.41 feet; thence West along North Section line 41.25 feet; thence South 132.00 feet; thence West 66.00 feet; thence South to Northerly AT&T right of way; thence South 58 degrees 22'47" East 126.93 feet to beginning. Also, beginning 537.49 feet East and South 00 degrees 43'35" West 649.41 feet of North 1/4 post; thence South 00 degrees 43'35" West 106.53 feet to the North line of Atlantic Street; thence South 58 degrees 22'47" West thereon to a point 520.00 feet North 58 degrees 22'47" East of North and South 1/4 line; thence North 31 degrees 37'13" West to a point 430.36 feet East of North and South 1/4 line; thence North 00°43'35" East to said Northerly line of AT&T right of way; thence North 58 degrees 22'47" East 126.93 feet to beginning. Also, beginning on the North line 538.23 feet East of North 1/4 post, thence continuing East along North line 220.07 feet; thence South to said Northerly line of AT&T right of way; thence Southwesterly thereof to a point South of beginning; thence North to beginning, except the North 50 feet thereof.

Parcel ID: 05-35-205-132

AND

Part of the Northeast 1/4 of Section 35, Town 02 South, Range 12 West. Commencing on the North line 537.49 feet East of the North 1/4 post; thence South 00 degrees 42'50" West 649.61 feet to the Northerly line former AT&T Co ROW and point of beginning; thence North 58 degrees 12'58" East thereon 543.36 feet; thence South 00 degrees 44'27" West 106.56 feet to

Southerly line of said ROW; thence South 58 degrees 12'58" West thereon to a point South 00 degrees 44'27" West of beginning; thence North 00 degrees 46'45" East 106.53 feet to beginning

Parcel ID: 05-35-210-081

AND

Part of the Northeast 1/4 of Section 35, Town 02 South, Range 12 West. Commencing on the North line 537.49 feet East of the North 1/4 post; thence South 00 degrees 42'50" West 649.61 feet to the Northerly line former AT&T Co ROW; thence North 58 degrees 12'58" East thereon 683.85 feet to point of beginning; thence continuing North 58 degrees 12'58" East to North Section line; thence East thereon to Southerly line of said AT&T ROW; thence South 58 degrees 12'58" West thereon to a point South 00 degrees 44'27" West of beginning; thence North 00 degrees 46'45" East 106.51 feet to beginning.

Parcel ID: 05-35-210-089

AND

That part of the Northeast quarter of the Northeast quarter of Section 35, Town 2 South, Range 12 West, lying Northwesterly of the right of way formerly owned by the Michigan Central Railroad Company and now owned by the American Telephone and Telegraph Company.

Except: The West 80 feet of part of the Northeast quarter of the Northeast quarter of Section 35, Town 2 South, Range 12 West, lying Northwesterly of the Right-of-Way formerly owned by the Michigan Central Railroad Company, now owned by American Telephone and Telegraph Company.

Parcel ID: 05-35-210-070

AND

The West 20 acres of the part of the East 1/2 of the Southeast 1/4 of Section 26, Township 2 South, Range 12 West, lying South of the center line of Territorial Road (now known as Michigan Avenue) and North of the railroad right-of-way formerly used and occupied by the Michigan Central Railroad Company, excepting therefrom the East 13 acres thereof and except 50 feet off the Northerly end of the remainder thereof.

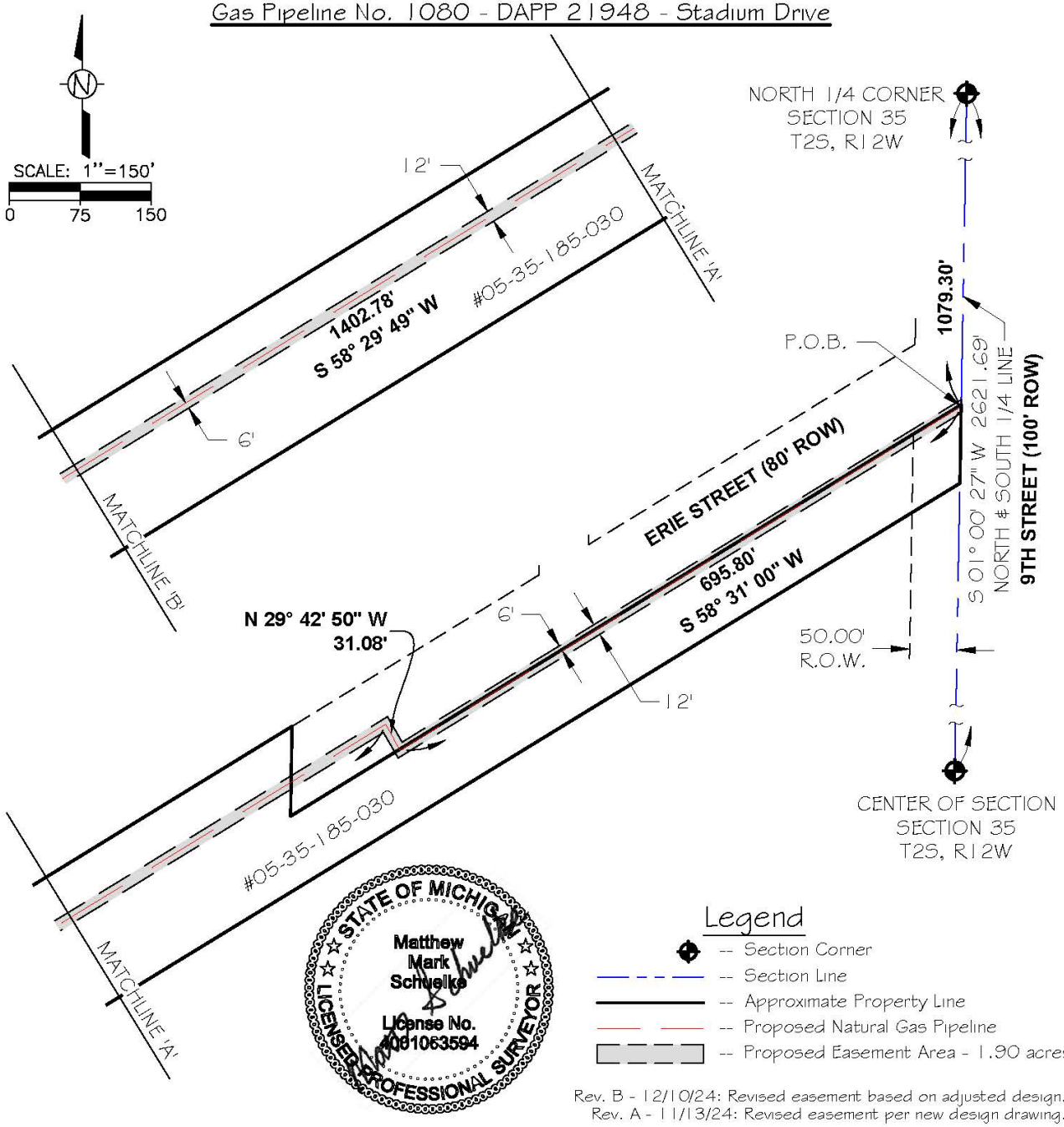
Also Beginning at the Southwest corner of Lot 7 then North 54 degrees 15 minutes Northeast along the Southerly line of Lots 7, 8 and 9 (West Point Plat), 147.29 feet to the East line of Lot 3, then South 00 degrees 45 minutes West thereon, 136.07 feet, then South 68 degrees 39 minutes West, 68.31 feet, then North 35 degrees 45 minutes West, 92.16 feet to the beginning.

Parcel ID: 05-26-480-011

EXHIBIT B

Easement Area

Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive



Legend

- -- Section Corner
- -- Section Line
- -- Approximate Property Line
- -- Proposed Natural Gas Pipeline
- -- Proposed Easement Area - 1.90 acres

Rev. B - 12/10/24: Revised easement based on adjusted design.
Rev. A - 11/13/24: Revised easement per new design drawing.

Consumers Energy

SSI surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1080 -
DAPP 21948 - Stadium Drive
NW 1/4 & SW 1/4 Section 35
SE 1/4 Section 34
T2S, R12W, Oshtemo Twp.
Kalamazoo Co., Michigan

Drawing No. SA-25526Parcel05-35-185-030

Filename:SA25526Parcel05-35-185-030.dwg
Field Crew: n/a
Field Book No. 22367
Drawn By: M. Schuelke
Date: 2/12/2024
Scale: 1" = 150'
Sheet 1

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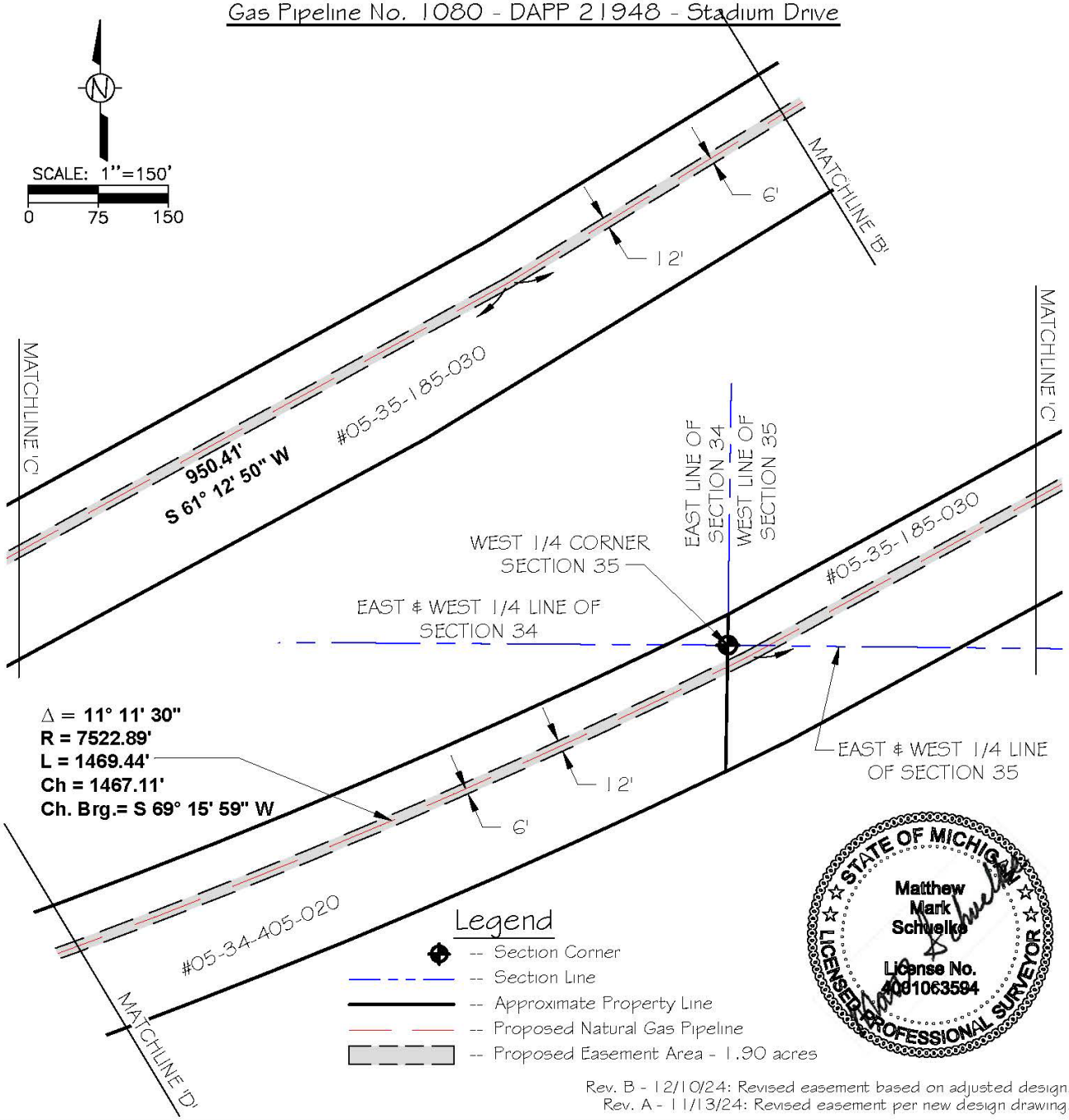
EXHIBIT B

Easement Area

Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive



Rev. B - 12/10/24: Revised easement based on adjusted design.
Rev. A - 11/13/24: Revised easement per new design drawing.

Consumers Energy

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Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive
NW 1/4 & SW 1/4 Section 35
SE 1/4 Section 34
T2S, R12W, Oshtemo Twp.
Kalamazoo Co., Michigan

Drawing No. SA-25526Parcel05-35-185-030

Filename:SA25526Parcel05-35-185-030.dwg
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Field Book No. 22367
Drawn By: M. Schuelke
Date: 2/12/2024
Scale: 1" = 150'
Sheet 2

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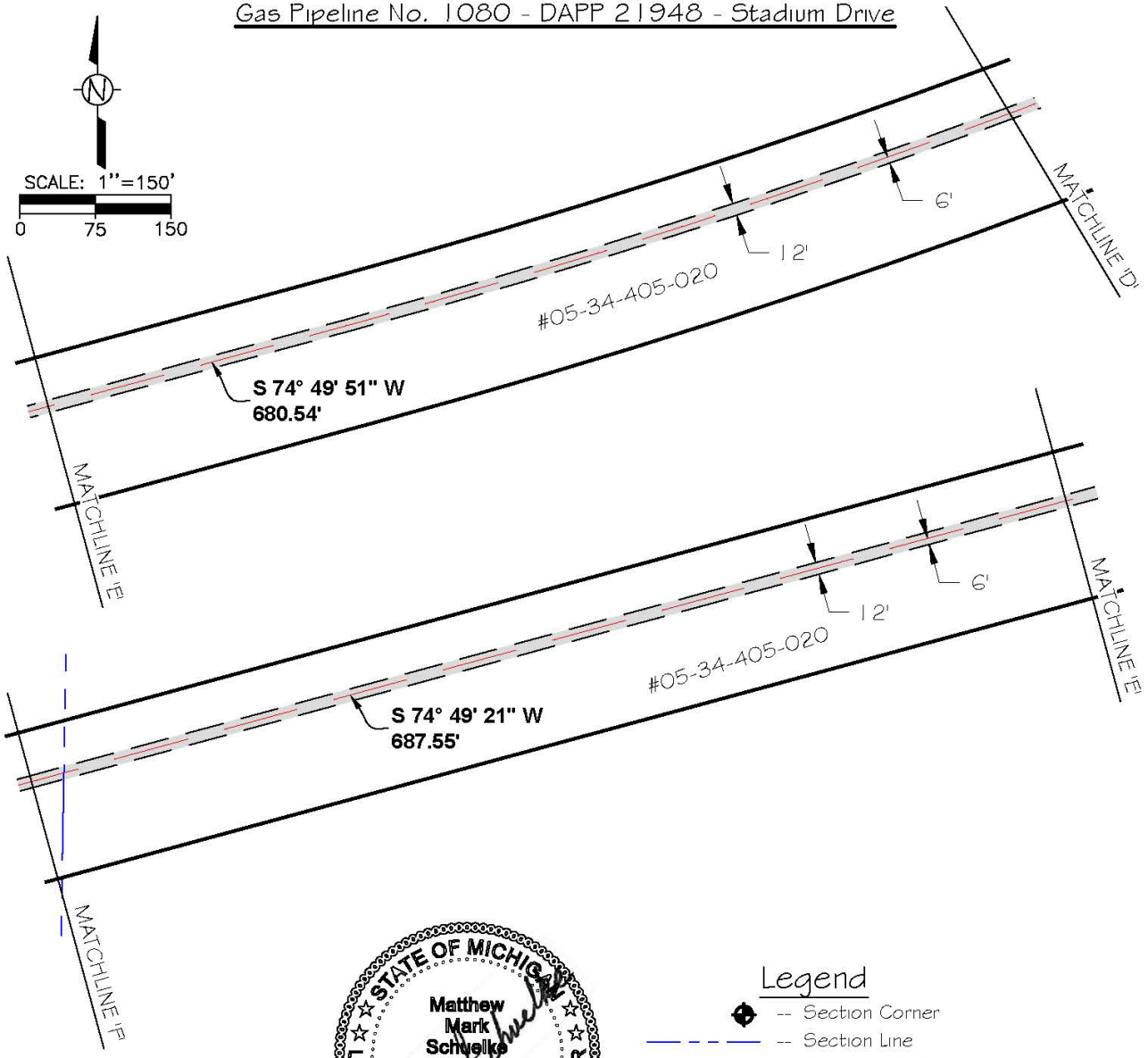
EXHIBIT B

Easement Area

Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive



STATE OF MICHIGAN
Matthew Mark Schuelke
License No. 4001063594
LICENSED PROFESSIONAL SURVEYOR

Legend

- -- Section Corner
- -- Section Line
- -- Approximate Property Line
- -- Proposed Natural Gas Pipeline
- -- Proposed Easement Area - 1.90 acres

Rev. B - 12/10/24: Revised easement based on adjusted design.
Rev. A - 11/13/24: Revised easement per new design drawing.

Consumers Energy

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SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1080 -
DAPP 21948 - Stadium Drive
NW 1/4 & SW 1/4 Section 35
SE 1/4 Section 34
T2S, R12W, Oshtemo Twp.
Kalamazoo Co., Michigan

Drawing No. SA-25526Parcel05-35-185-030

Filename:SA25526Parcel05-35-185-030.dwg
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Field Book No. 22367
Drawn By: M. Schuelke
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Scale: 1" = 150'
Sheet 3

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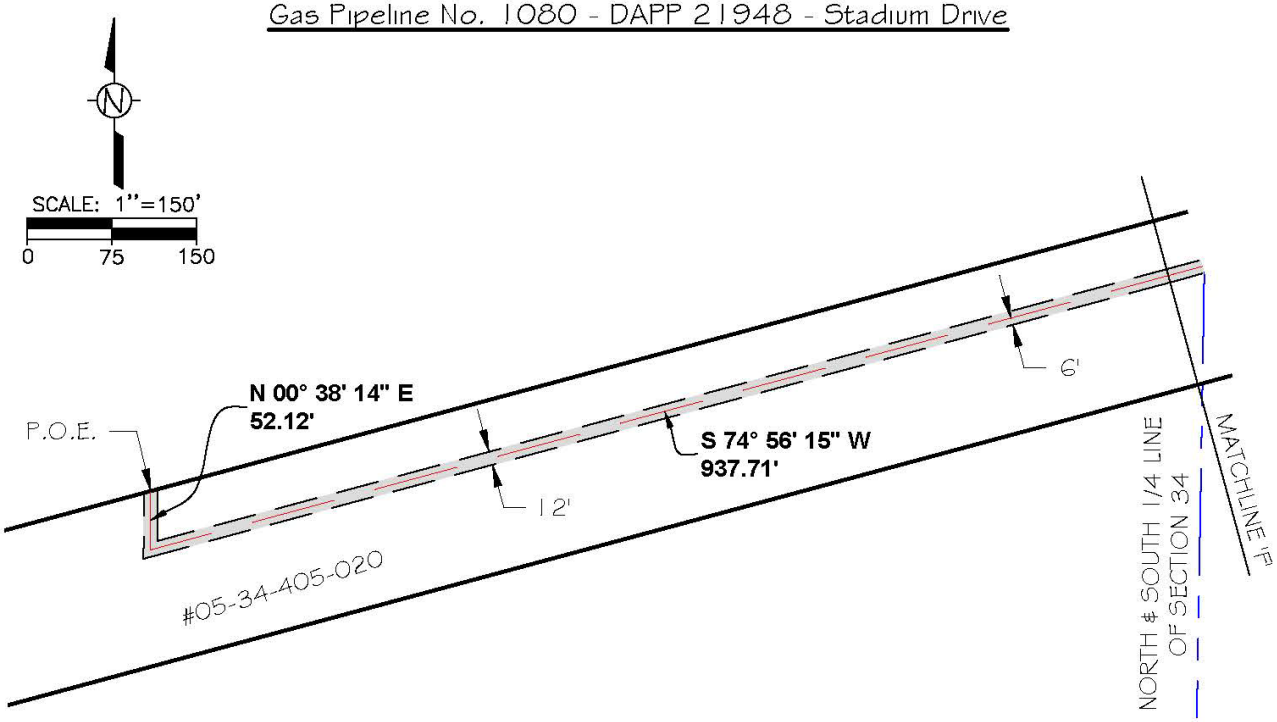
EXHIBIT B

Easement Area

Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive



STATE OF MICHIGAN
Matthew Mark Schuelke
License No. 4001063594
LICENSED PROFESSIONAL SURVEYOR

Legend

- -- Section Corner
- -- Section Line
- -- Approximate Property Line
- -- Proposed Natural Gas Pipeline
- -- Proposed Easement Area - 1.90 acres

Rev. B - 12/10/24: Revised easement based on adjusted design.
Rev. A - 11/13/24: Revised easement per new design drawing.

Consumers Energy

SSI surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1080 -
DAPP 21948 - Stadium Drive
NW 1/4 & SW 1/4 Section 35
SE 1/4 Section 34
T2S, R12W, Oshtemo Twp.
Kalamazoo Co., Michigan

Drawing No. SA-25526Parcel05-35-185-030

Filename:SA25526Parcel05-35-185-030.dwg
Field Crew: n/a
Field Book No. 22367
Drawn By: M. Schuelke
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Scale: 1" = 150'
Sheet 4

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EXHIBIT B

Easement Area

Gas Pipeline No. 1080 - DAPP 21948 - Stadium Drive

Legal Description: Gas Facilities Easement

A strip of land located in the Northwest 1/4 and Southwest 1/4 of Section 35 and the Southeast 1/4 and Southwest 1/4 of Section 34, Township 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan, said strip being 6 feet on each side of the following described centerline:

Beginning at a point on the North & South 1/4 line, which is 1079.30 feet, S.01°-00'-27"W. of the North 1/4 corner of said Section 35; thence S.58°-31'-00"W., 695.80 feet; thence N.29°-42'-50"W., 31.08 feet; thence S.58°-29'-49"W., 1402.78 feet; thence S.61°-12'-50"W., 950.41 feet; thence 1469.44 feet on a curve to the right, having a radius of 7522.89 feet, a central angle of 11°-11'-30", and a long chord which bears S.69°15'-59"W., 1467.11 feet; thence S.74°-49'-51"W., 680.54 feet; thence S.74°-49'-21"W., 687.55 feet; thence S.74°-56'-15"W., 937.71 feet; thence N.00°-38'-14"E., 52.12 feet to the Point of Ending. The sidelines of said easement shall be extended or shortened to meet at angle points and to begin at said North & South 1/4 line and end at the Northerly Property line of Parcel #05-34-405-020.

Rev. B - 12/10/24: Revised easement based on adjusted design.
Rev. A - 11/13/24: Revised easement per new design drawing.

Consumers Energy

SSI surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1080 -
DAPP 21948 - Stadium Drive
NW 1/4 & SW 1/4 Section 35
SE 1/4 Section 34
T2S, R12W, Oshtemo Twp.
Kalamazoo Co., Michigan

Drawing No. SA-25526Parcel05-35-185-030

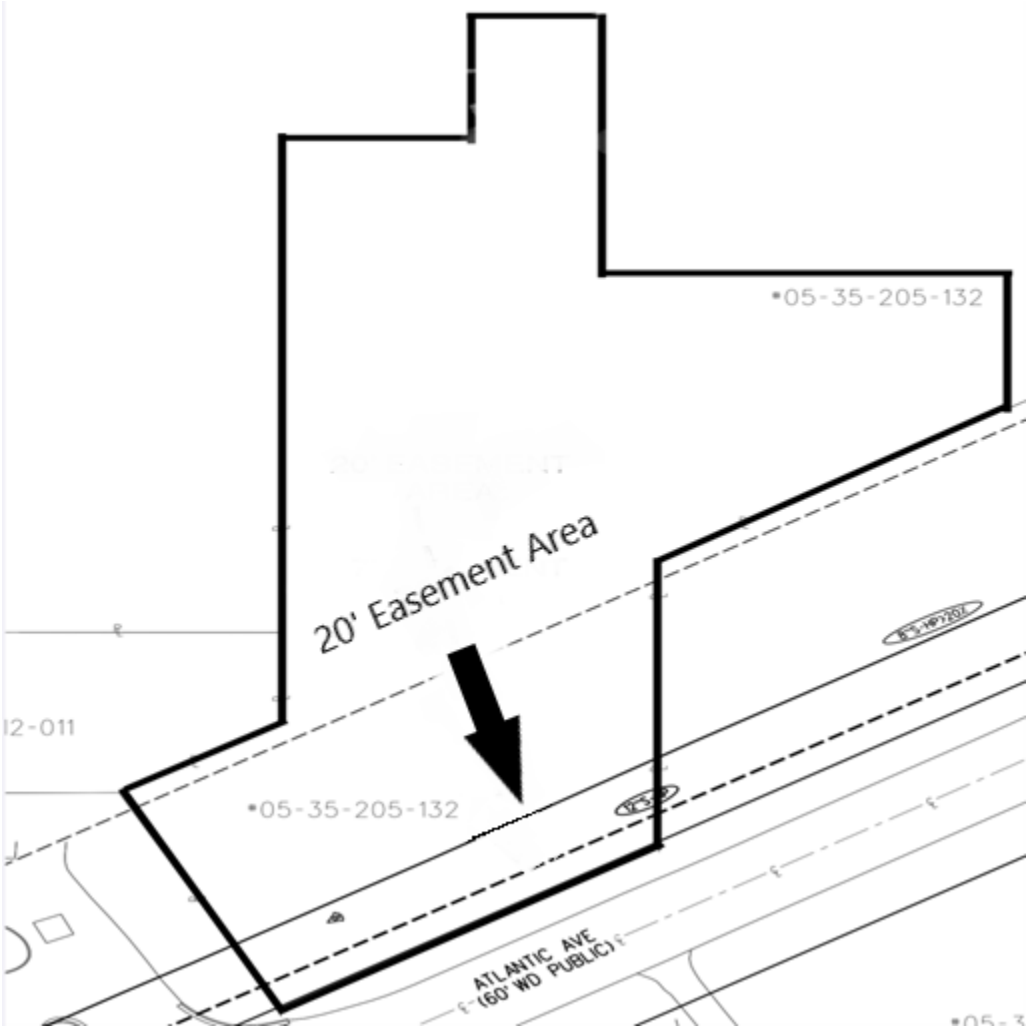
Filename:SA25526Parcel05-35-185-030.dwg
Field Crew: n/a
Field Book No. 22367
Drawn By: M. Schuelke
Date: 2/12/2024
Scale: n/a
Sheet 5

12/10/2024 3:35 PM:j:\projects 2022\a22367\dwg\sa25526\parcel05-35-185-030.dwg

EXHIBIT B

Easement Area

A 20 foot-wide strip of land, the centerline to be located approximately as shown in the attached drawing.



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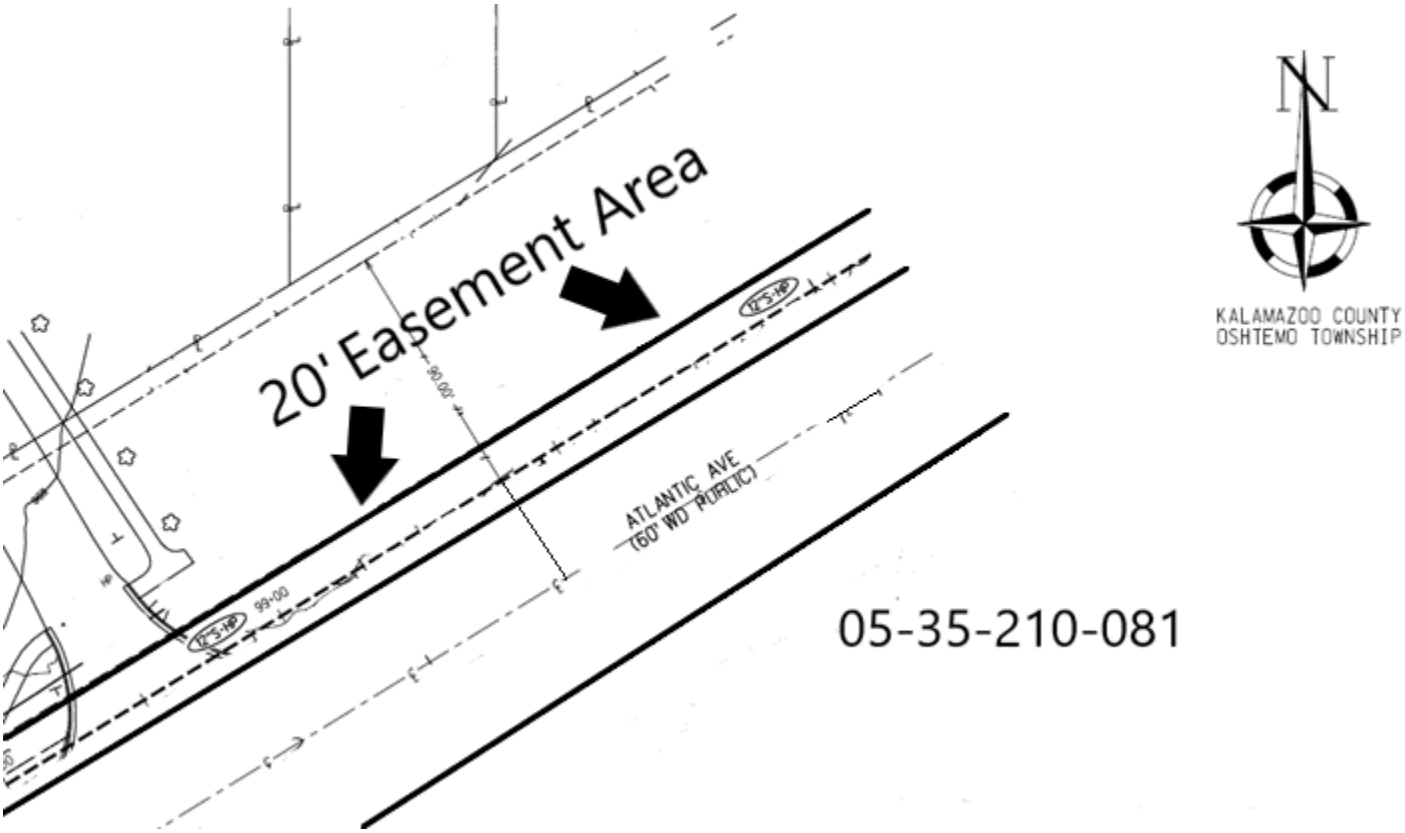

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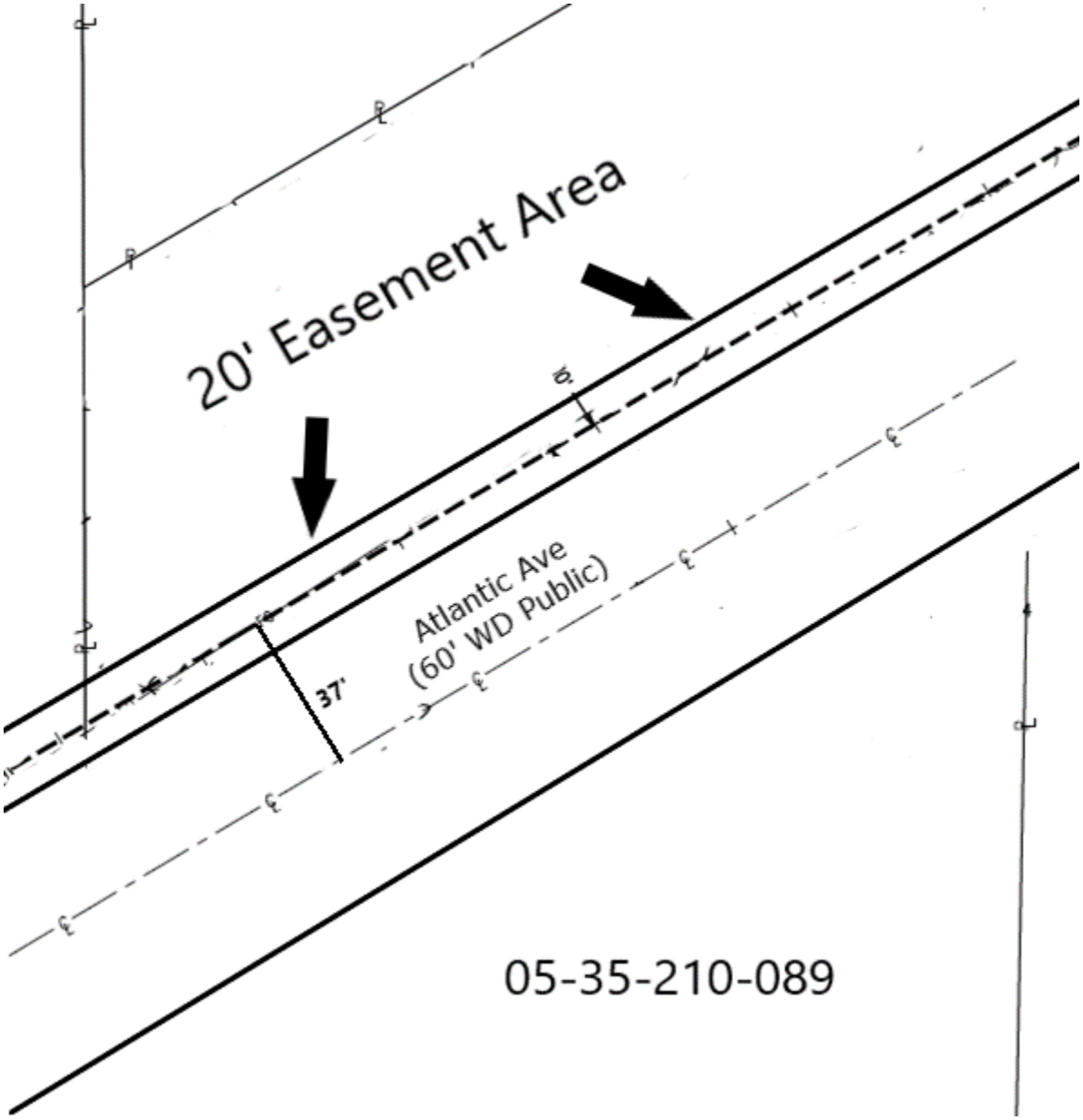

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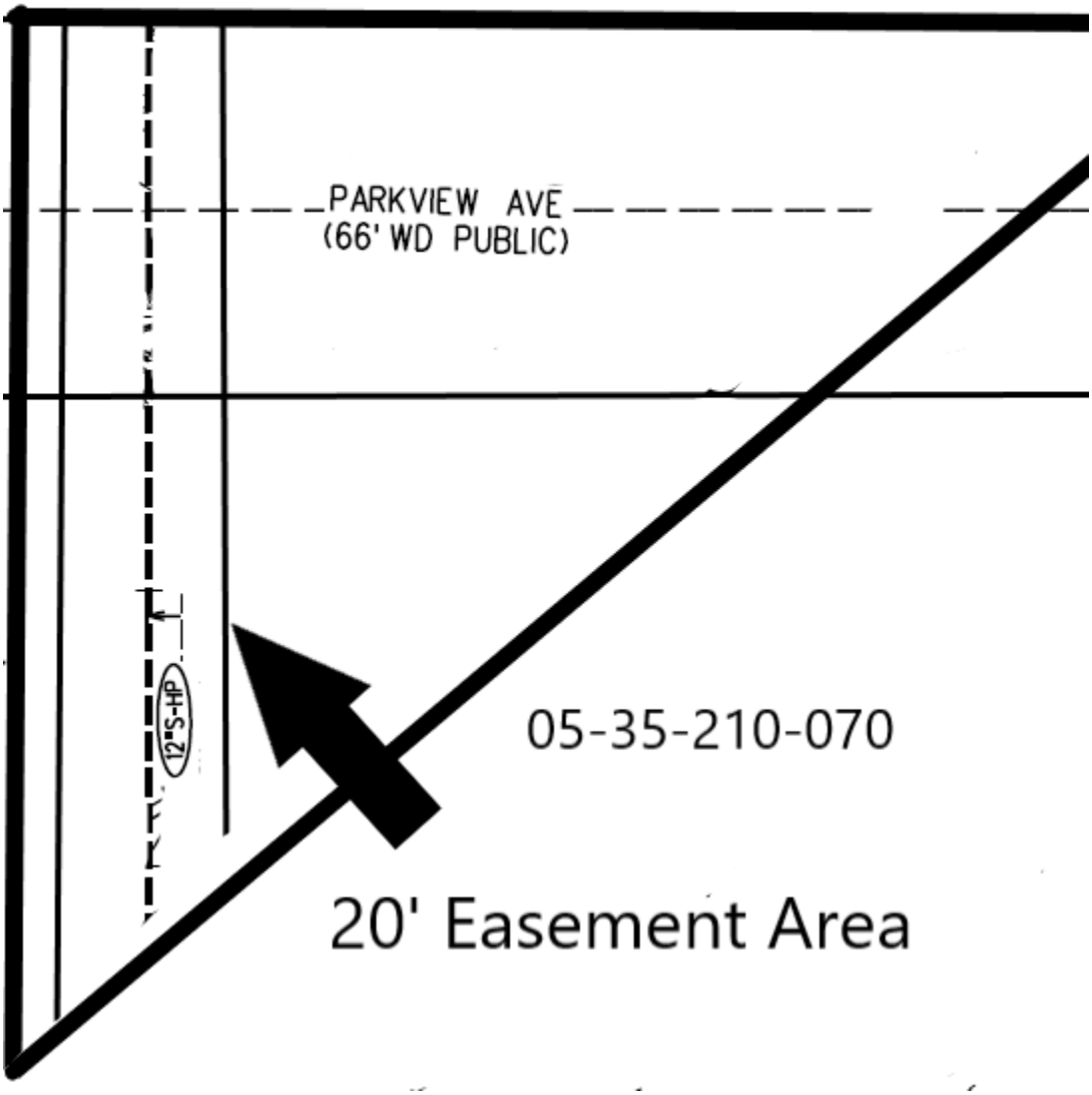

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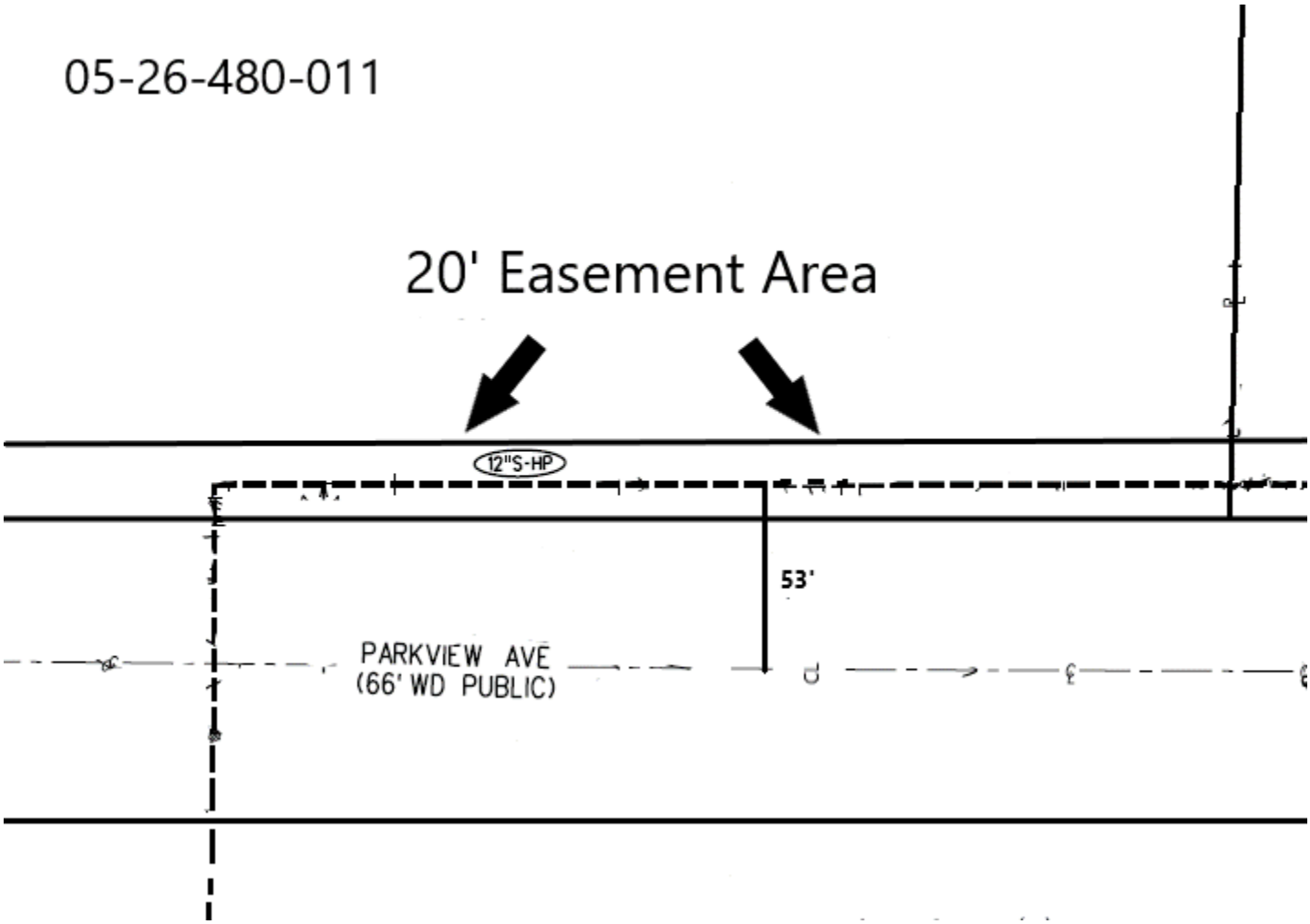

OSHTEMO CHARTER TOWNSHIP
KALAMAZOO, COUNTY MICHIGAN

RESOLUTION TO RESERVE EXCESS FUNDS RECEIVED FROM THE CONSUMERS ENERGY EASEMENT WITHIN THE FRUIT BELT TRAIL FOR FUTURE DEVELOPMENT, MAINTENANCE OR EXPANSION

WHEREAS, Oshtemo Charter Township ("Township") has entered into an agreement with the State of Michigan that requires any "revenues received from the project area which exceed the demonstrated operating costs are to be held in reserve for future maintenance or expansion of the grantee's park"; and

WHEREAS, the Township has entered into an easement agreement with Consumers Energy to secure an easement within the designated project area within the Fruit Belt Trail; and

WHEREAS, the Township has received, or will receive, funds from Consumers Energy as part of this easement agreement; and

WHEREAS, the Township recognizes the importance of maintaining and expanding the Fruit Belt Trail for the benefit of the community and its residents, and desires to ensure that the funds received from this agreement are used for this purpose; and

WHEREAS, any funds received from the Consumers Energy easement that exceed the demonstrated operating costs for the Fruit Belt Trail are available for future development, maintenance, or expansion of the Trail;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Oshtemo Charter Township that:

1. Any funds received from the Consumers Energy easement within the project area that exceed the demonstrated operating costs of the Fruit Belt Trail shall be held in reserve.
2. The reserve fund established from such excess funds shall be designated exclusively for future development, maintenance, or expansion of the Fruit Belt Trail, and shall only be used for these purposes, subject to approval by the Township Board.
3. This resolution shall take effect immediately upon its adoption, and the Township will work with relevant parties to implement financial management mechanisms to ensure compliance with this resolution.

BE IT FURTHER RESOLVED that the Township Board directs staff to coordinate the management of these funds and to ensure that any excess funds are appropriately reserved for the future development, maintenance and expansion of the Fruit Belt Trail as outlined above.

A motion was made by_____, and seconded by_____, to adopt the foregoing Resolution.

Upon roll call vote the following voted "Aye":

The following voted "Nay":

The following were Absent:

The following Abstained:

The Moderator declared the motion carried and the Resolution duly adopted.

_____
Dusty Farmer, Clerk
Oshtemo Charter Township

CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held on February 11, 2025, where a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

_____
Dusty Farmer, Clerk
Oshtemo Charter Township

Memorandum

Date: February 11th, 2025

To: Township Board

From: Zach Pearson, Public Works Project Manager

Subject: MDOT West Main/M-43 Widening Project Streetlight Coordination

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

Proposed Motion: I move to adopt the resolution to authorize Consumers Energy to make changes to the standard lighting contract for Oshtemo Township.

Background
Public Works staff have worked with Consumers Energy to identify streetlights in conflict with the Michigan Department of Transportation's (MDOT) M-43 road widening project. Streetlights must be removed and/or relocated to facilitate the construction of MDOT's project. This resolution authorizes the changes to the standard lighting contract for this work. There will be no cost to the Township for this portion of the work.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE
Resolution authorizing Consumers Energy to make changes to the standard lighting contract.

Attachments
Consumers Energy Resolution and Contract Form 547
Resolution

Core Values
Sustainability
Fiscal Stewardship

Form 547 11-2014

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

Contract Number: 100000184687
Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 2/1/2013.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Contract Number: 103035156878
Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 10/2/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/2/2018 shall remain in full force and effect.

Notification Number(s): 1072639501

Comments: THIS A JOB WITH OSHTEMO & MDOT FOR A ROAD WIDENING PROJECT

Township of OSHTEMO

By: _____

(Signature)

_____

(Printed)

Its: _____

(Title)

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

Form 547 11-2014

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

_____

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO, dated 10/2/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

_____

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

I, _____, clerk of the Township of OSHTEMO do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

_____

Dated:

_____

Municipal Customer Type: Township

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (2) 100 watt HPS Center Suspension NA to Remove at location W Main N 10th St to Drake Rd EC;
- (6) 400 watt HPS Mongoose NA to Remove at location W Main N 10th St to Drake Rd EC;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 40 watt LED White Cobrahead NA to Remove at location W Main N 10th St to Drake Rd EC;
- (1) 40 watt LED White Center Suspension NA to Install at location W Main N 10th St to Drake Rd EC;
- (3) 370 watt LED White Center MONGOOSE NA to Install at location W Main N 10th St to Drake Rd EC;

OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

RESOLUTION AUTHORIZING CONSUMERS ENERGY COMPANY TO MAKE CHANGES IN THE LIGHTING SERVICE AS PROVIDED IN THE STANDARD LIGHT CONTRACT DATED FEBRUARY 1, 2013 AND IN THE STANDARD LIGHT CONTRACT DATED OCTOBER 2, 2018

FEBRUARY 11, 2025

WHEREAS, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of Oshtemo, dated February 1, 2013, in accordance with the Authorization for Change in Standard Lighting Contract dated February 11, 2025.

WHEREAS, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of Oshtemo, dated October 2, 2018, in accordance with the Authorization for Change in Standard Lighting Contract dated February, 11, 2025.

NOW THEREFORE BE IT RESOLVED, the Oshtemo Charter Township Clerk, Dusty Farmer, is authorized to execute such authorization for change on behalf of the Township;

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

Upon roll call vote the following voted "Aye":

The following voted "Nay":

The following were Absent:

The following Abstained:

The Moderator declared the motion carried and the Resolution duly adopted.

_____
Dusty Farmer, Clerk
Oshtemo Charter Township

CERTIFICATE

STATE OF MICHIGAN)

) ss.

COUNTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held on February 11, 2025, which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ___ day of February 2025.

_____

Dusty Farmer, Clerk
Oshtemo Charter Township