

# **OSHTEMO CHARTER TOWNSHIP BOARD**

**7275 West Main Street  
Kalamazoo, MI 49009  
269.375.4260**

**February 12, 2019  
BOARD WORK SESSION  
6:00 p.m.  
AGENDA**

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County (Sean McBride)
- D. Update and Discussion with Government Efficiency Committee
- E. Other Updates and Business

## **REGULAR MEETING 7:15 p.m. AGENDA**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
  - a. Approve Minutes of January 29<sup>th</sup>, 2018 Special Meeting
  - b. Receipts & Disbursements Report
  - c. Recodification of Township Zoning Ordinance & (6) Amendments – SECOND READING
  - d. Employee Handbook Amendment – Internet, Computer Use, Employee Information Privacy (tentative)
- 5. PUBLIC HEARING - "GO! Green Oshtemo Plan for Parks, Recreation, Non-motorized & Conservation" (aka Community Park, Recreation, Open Space and Greenways plans, including "5-Year Recreation Plan")
  - a. Township Master Plan Update for Parks, Non-Motorized, & Conservation
  - b. Cemetery Master Plans for West Oshtemo, Hill, & Genessee Prairie
- 6. Consideration of Resolutions for Adoption for:
  - a. Township Master Plan Update for Parks, Non-motorized, & Conservation
  - b. Cemetery Master Plans for West Oshtemo, Hill, & Genessee Prairie
- 7. Consideration of Zoning Ordinance Section 53.510 Amendment – FIRST READING
- 8. Consideration of General Nuisance Ordinance – FIRST READING
- 9. Consideration of Township IT Migration to the Cloud
- 10. Consideration of IT Room HVAC & Mezzanine Access
- 11. Discussion on Treasurer Position Vacancy (Beginning February 22, 2019)
- 12. Other Township Business
- 13. Public Comment
- 14. Board Member Comments
- 15. Request to Enter into Closed Session to Discuss Written Opinion of Counsel
- 16. Adjournment

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

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

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email ([oshtemo@oshtemo.org](mailto: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 xx/xx/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am- 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://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](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b><u>Clerk</u></b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b><u>Treasurer</u></b>		
Nancy Culp	216-5221	<a href="mailto:ncoshtwp@oshtemo.org">ncoshtwp@oshtemo.org</a>
<b><u>Trustees</u></b>		
Deb Everett	375-4260	<a href="mailto:deverett@oshtemo.org">deverett@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Ken Hudok	359-0787	<a href="mailto:khudok@oshtemo.org">khudok@oshtemo.org</a>

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

# Memo



To: Oshtemo Charter Township Board  
From: Julie Johnston, AICP  
Planning Director  
Date: February 5, 2019  
Mtg Date: February 12, 2019  
Subject: Zoning Ordinance Recodification and Amendments – Second Reading

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## **OBJECTIVE**

Consideration of the reorganized Zoning Ordinance for second reading and final approval of the recodification and the following amendments:

- Article 5, Section 5.40, Subsection A to delete “motorized vehicle roadway” as a special exception use allowed in the RR: Rural Residential District (page 19).
- Article 20, Section 20.20, Subsection D and F of the BRP: Business and Research Park District, to delete the references to “drive-through service as a special use” in the permitted uses section (page 37).
- Article 20, Section 20.40 of the BRP: Business and Research Park District, add Subsection G to allow “drive-through service and/or windows” as a special use (page 38).
- Article 27, Section 27.20, Subsection H of the I-1: Industrial District, to delete the reference to “sale of new material” under wholesale or retail lumber yards (page 48).
- Article 49, Section 49.70, under Requirements for Special Uses, to delete the reference to “motorized vehicular roadways” (page 201).
- Article 65, Sections 65.20: Applicability and 65.30: Review Criteria, to add language outlining the standards and requirements to apply for all special uses and their review criteria (pages 319 and 320).

## **BACKGROUND**

In an effort to modernize and make the Township’s Zoning Ordinance more user-friendly, a comprehensive reorganization of the code was completed by Wade Trim, consulting planners, and Township staff. This reorganization was then reviewed and updated by the Planning Commission over the last 6-month period. In addition to the reorganization, some minor amendments are being recommended to the Ordinance. The most significant change is to the Special Use section of the

Ordinance. Article 65: Special Uses outlines the requirements for approval of a special use. Changes are being recommended to Sections 65.20: Applicability and 65.30: Review Criteria to better define the standards for approval and which uses must meet these standards.

It is the intent of this re-organization to assist the public, developers and other stakeholders to better understand Township zoning ordinance regulations, while also assisting staff to more effectively administer the code. If approved, the reorganized Zoning Ordinance will be uploaded to Encode Plus, the Township's current "cloud-based" provider. The web-based ordinance will continue to allow the Township to utilize techniques such as hyperlinks, linked table of contents, links to the zoning map, etc. to promote ease of use.

The Zoning Ordinance has been organized into the following groupings:

- Introduction and Use of Language (definitions)
- Zoning Districts
- Overlay Zones (West Main, 9<sup>th</sup> Street, etc.)
- Special Development Options (Planned Unit Developments, Open Space Community, etc.)
- Use Requirements (conditional and special uses)
- Schedule of Regulations (area requirements, setbacks, etc.)
- General Requirements (landscaping, signs, parking, etc.)
- Non-Conforming Uses
- Review/Approval Procedures and Approval Bodies
- Enforcement

The Planning Commission held their public hearing on December 11, 2018 for both the recodification of the Ordinance and the amendments outlined above. There was a unanimous recommendation to forward the reorganized Ordinance and requested amendments to the Township Board for approval.

The Township Board held their first reading of the recodification and amendments on January 8, 2019. There were no public comments at that meeting. A motion was made to accept the zoning ordinance recodification and the six amendments for first reading, and set second reading for the February 12<sup>th</sup> meeting. The motion carried 6-0.

### **INFORMATION PROVIDED**

- Reorganized Zoning Ordinance can be found under the 2019 Board Agenda Packets for the February 12<sup>th</sup> meeting or at the following link:  
<https://www.oshtemo.org/wp-content/uploads/2018/12/Draft-Zoning-Ordinance-12-04-2018.pdf>
- Ordinance



OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_

Adopted: \_\_\_\_\_, 2019

Effective: \_\_\_\_\_, 2019

OSHTEMO CHARTER TOWNSHIP ORDINANCE

This Ordinance completely recodifies the Oshtemo Charter Township Zoning Ordinance, and amends simultaneously Article 5, Section 5.40 Subsection A; Article 20, Section 20.20, Subsections D and F; Article 20, Section 20.40 by adding Subsection G; Article 27, Section 27.20, Subsection H; Article 49, Section 49.70 and Article 65, Sections 65.20 and 65.30 by adding language outlining the standards and requirements to apply for all special uses and review criteria therefor. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I. RECODIFICATION OF THE TOWNSHIP’S ZONING ORDINANCE.

The complete recodification of the Township’s Zoning Ordinance reorganizing the Zoning Ordinance into the following ten sections:

- |                                      |                                                |
|--------------------------------------|------------------------------------------------|
| 1. Introduction and Use of Language. | 6. Schedule of Regulations.                    |
| 2. Zoning Districts.                 | 7. General Requirements.                       |
| 3. Overlay Zones.                    | 8. Non-Conforming Uses.                        |
| 4. Special Development Options.      | 9. Review and Approval; Procedures and Bodies. |
| 5. Use Requirements.                 | 10. Enforcement.                               |

SECTION II. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 5.

SECTION 5.40, SUBSECTION A. Article 5 Rural Residential District, Section 5.40 Special Uses, Subsection A is hereby amended to delete motorized vehicle roadways, to read as follows:

**5.40 SPECIAL USES**

- A. Golf courses, parks, and outdoor recreational areas.

SECTION III. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 20, SECTION 20.20, SUBSECTIONS D AND F. Article 20 BRP Business and Research Park, Section 20.20 Permitted Uses, Subsections D and F are hereby amended to delete references to drive-through service in Subsection D and drive through windows in Subsection F, to read as follows:

**20.20 PERMITTED USES**

- D. Banks, credit unions, and similar financial institutions.
- F. Retail and/or service establishments, including restaurants and fitness clubs, are permitted provided that such uses shall not be permitted as a principal use of a building and shall have at least one customer entrance off an interior hallway or atrium.

SECTION IV. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 20, SECTION 20.40, Article 20 BRP Business and Research Park, Section 20.40 Special Uses, is hereby amended by the addition of Subsection G to add drive through service and/or windows to read as follows:

**20.40 SPECIAL USES**

- G. Drive through service and/or windows.

SECTION V. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 27, SECTION 27.20, Article 27 I-1 Industrial District, Manufacturing /Servicing, Section 27.20 Permitted Uses, Subsection H is hereby amended to delete reference to sale of new material to read as follows:

**27.20 PERMITTED USES**

- H. Wholesale and retail lumber yards.

SECTION VI. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 49,  
SECTION 49.70, Article 49 Requirements for Special Uses, Section 49.70  
titled Golf Courses, Parks, Motorized Vehicular Roadways, and Outdoor  
Recreational Areas, is amended to delete the reference to motorized  
vehicular roadways, to read as follows:

**49.70 GOLF COURSES, PARKS, AND OUTDOOR RECREATIONAL AREAS**

SECTION VII. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE 65,  
SECTIONS 65.20 AND 65.30, Article 65 Special Uses, Section 65.20  
Applicability and Section 65.30 Review are amended to add language  
outlining the standards and requirements to apply for all special uses and  
the review criteria thereof, to read as follows:

**65.20 APPLICABILITY**

The standards and requirements of this Article apply to all Special Uses outlined in Article 49.

**65.30 REVIEW CRITERIA**

The Planning Commission shall only approve an application for a Special Use that meets the following standards.

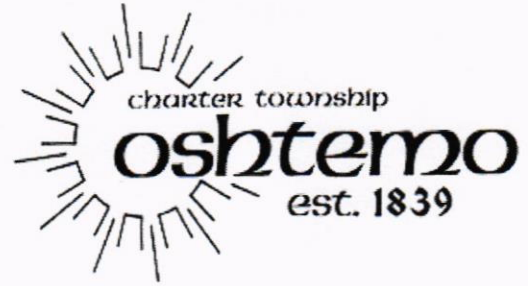
- A. Master Plan/Zoning Ordinance. The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including District in which the use is located.
- B. Site Plan review. The Site Plan Review Criteria of Section 64.80.
- C. Impacts.
  - 1. The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.
  - 2. Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.
  - 3. The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.
- D. Environment. The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate the site design elements, particularly where the natural features assist in preserving the general character of the area.


- E. Public facilities. Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.
- F. Specific use requirements. The Special Use development requirements of Article 49.

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

# Memo



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter   
**Date:** February 12, 2019  
**Subject:** Amendments to Section 6.7 and Appendix G of the Employee Handbook

## **OBJECTIVE**

To properly reference the Media Policy in the Township's Employee Handbook, including Section 6.7 regarding Internet Usage, Medial and Security Policies, as well as the incorporation of the Media Policy into Appendix G.

## **BACKGROUND**

The Board adopted a Media Policy on January 8, 2019, and the Employee Handbook now needs to be amended to incorporate those changes.

## **INFORMATION PROVIDED**

A red-lined version of Section 6.7 and Appendix G is attached, showing the changes as a result of the adopted Media Policy.

## **STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE**

Asking the Board to approve the Employee Handbook changes to incorporate appropriate references to the Township's Media Policy.

**6.7 Internet Usage/Social Media and Security Policies:**

Oshtemo Charter Township provides access to the Internet to assist employees in the performance of their jobs. The facilities to provide that access represent a considerable commitment of Oshtemo Charter Township resources for telecommunications, networking, software, storage, etc. ~~This~~ ~~The~~ ~~Internet~~ ~~Usage~~, ~~Social~~ ~~Media~~ ~~and~~ ~~Security~~ ~~policies~~ ~~is~~ ~~are~~ designed to help employees understand Oshtemo Charter Township's expectations for the use of the Internet.

While explicit requirements for Internet ~~Usage~~ ~~and~~ ~~Social~~ ~~Media~~ are set forth in Appendix G, an understanding of Oshtemo Charter Township's Internet ~~and~~ ~~Social~~ ~~Media~~ Usage philosophy is necessary as a base. ~~First~~ ~~and~~ ~~foremost~~, ~~The~~ ~~Internet~~ ~~and~~ ~~Social~~ ~~Media~~ ~~is~~ ~~are~~ considered a business tool, provided to employees at significant cost. Employees must conduct themselves honestly and appropriately on the Internet, ~~through~~ ~~the~~ ~~use~~ ~~of~~ ~~Social~~ ~~Media~~, and respect the copyrights, software licensing rules, property rights, privacy and privileges of others, just as they would in any other business dealings. All existing Oshtemo Charter Township policies apply to conduct on the Internet ~~and~~ ~~Social~~ ~~Media~~, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of Oshtemo Charter Township resources, sexual

harassment, information and data security, and confidentiality. Unlawful Internet usage may also garner negative publicity for Oshtemo Charter Township and expose Oshtemo Charter Township to significant legal liabilities.

While a direct connection to the Internet and ~~Social~~ Media offers a plentitude of potential benefits, it can also open the door to significant risks to Oshtemo Charter Township's data and systems if the appropriate security disciplines are not followed. An Internet user can and will be held accountable for any breaches of security or confidentiality.

All employees are expected to comply with the Township's Sensitive Information Handling Policy and Information Security Policies attached to Appendix G.

Please refer to Appendix G for additional rules and regulations of Internet, ~~Social~~ Media, and Computer and Cell Phone Usage at Oshtemo Charter Township.

*Revised Sec. 6.7 - Effective: 12/11/07*  
*Revised Sec. 6.7 Title & Add Second to Last ¶ - Effective: 04/08/14*  
*Revised Sec. 6.7 - Effective: \_\_\_\_\_/19*



## **APPENDIX G:**

### **INTERNET, ~~SOCIAL MEDIA~~, COMPUTER AND CELL PHONE USAGE GUIDELINES:**

As mentioned in Section 6.7, Internet usage at Oshtemo Charter Township is a privilege for Oshtemo's employees. Any violation of the policy mentioned in Section 6.7 or stated below, will result in disciplinary action up to, and including termination.

#### **Internet Use:**

- A. Oshtemo Charter Township reserves the right to inspect any and all files. There shall be no expectation of employee privacy.
- B. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, discriminatory, a violation of civil rights, or is otherwise unlawful or inappropriate may not be archived, stored, distributed, edited or recorded using Oshtemo Charter Township's network or computing resources.
- C. Oshtemo Charter Township's Internet facilities and computing resources must not be used intentionally to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction. Use of any Oshtemo Charter Township resource for illegal activity is grounds for immediate dismissal.
- D. Any software or files downloaded via the Internet into Oshtemo Charter Township's network become the property of Oshtemo Charter Township, subject to any previously existing trademark or copyright of the originator. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
- E. All employees must comply with the Township's Sensitive Information Handling Policy and Information Security Policies attached hereto as Attachments G-1 and G-2.

## **APPENDIX G**

- F. No employee may use Oshtemo Charter Township's Internet facilities to deliberately propagate any virus, worm, Trojan horse, trap-door, or any other malicious program code.
- G. No employee may use Oshtemo Charter Township's Internet facilities knowingly to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.
- H. Misuse of Oshtemo Charter Township's Internet access facilities in violation of any policy will lead to the appropriate disciplinary action up to and including termination.
- I. Employees with Internet access may not use Oshtemo Charter Township's Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.

Social Media Policy:

Consistent with this policy, any use of Social Media should comply with the following:

- A. Do not use Social Media to speak for the Township unless authorized to do so – in so doing, be honest, accurate and civil in all respects.
- B. Do not use Social Media in such a way as to violate any existing policies of the Township including sexual harassment or prohibited discriminatory harassment policies.
- C. Do not disclose any confidential information or media account passwords.

**APPENDIX G**

*Addition of Social Media Policy - Effective \_\_\_\_\_, 2018 9*

- D. Any personal accounts on ~~Socia~~ Media should be kept personal and should not imply that any statement or information is sponsored, endorsed or approved by the Township. When expressing a personal opinion, where it may be unclear as to whether you are speaking for yourself or the Township, it is best to include a statement that says: "This information I share through this account reflects my own opinion and beliefs and does not reflect the views of Oshtemo Charter Township.

Computer Use:

The policy is stated below with respect to the use of the Charter Township of Oshtemo computer systems. All employees who use the Charter Township of Oshtemo computer systems or computers owned by the Charter Township of Oshtemo are required to comply with this policy statement. All use is subject to the following rules herein.

- A. **Business Use:** All computers and connections to the Internet are designed for business purposes related to the Charter Township of Oshtemo.
- B. **Personal Use:** Personal use is restricted to authorized breaks and lunch time as permitted by the employee's Department Head; however, in doing so the employee accepts the Township's rights and ownership and acknowledges that he/she has **no personal rights of privacy** to any messages or information placed in or received from these systems.
- C. **Ownership:** All information and messages that are created, sent, received and/or stored on the Charter Township of Oshtemo computer systems are the sole property of the Charter Township of Oshtemo.

**APPENDIX G**

*Addition of Computer Use Guidelines - Effective 12/11/07*  
*Addition of ~~Socia~~ Media Policy - Effective \_\_\_\_\_, 2018 9*



- D. **Removal of Data:** There shall be no removal of data from the Charter Township of Oshtemo property without the approval of TWO Administrators.
- E. **E-Mail Review:** All e-mail is subject to the right of the Charter Township of Oshtemo to monitor, access, read, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail.
- F. **Prohibited Content:** Employees may not send e-mails containing statements or contents that are libelous, offensive, harassing, illegal, derogatory, or discriminatory. Foul, inappropriate and/or offensive messages such as racial, sexual, religious slurs, and/or jokes are prohibited. Sexually explicit messages, images, cartoons, and/or jokes are prohibited.
- G. **Security:** The computers and computer systems are only to be used by authorized persons, and employees must use the password issued in order to access and use the computers or computer systems. Employees shall not disclose their codes or passwords to others and may not use someone else's code or password without written authorization from the IT director or other authorized administrator.
- H. **No Presumption of Privacy:** Computer (i.e. e-mail, Internet and/or intranet) communications should not be assumed to be private and security cannot be guaranteed. Highly confidential and/or sensitive information should not be sent through the computer systems.
- I. **Computer Checks:** All Charter Township of Oshtemo computers will be checked randomly for unauthorized use of programs, e-mails, etc. These checks will or will not be done with the employee's knowledge.
- J. **Certain Prohibited Activities:** Employees may not, without the Charter Township of Oshtemo's express written authorization, transmit non-public information or other confidential private and/or proprietary information and/or materials through the computer system.

## APPENDIX G

*Addition of Computer Use Guidelines - Effective 12/11/07*

- K. **Message Retention and Creation:** Employees should be careful in creating e-mail. Even when a message has been deleted, it may still exist in a printed version, be recreated from a back-up system, or may have been forwarded to someone else. Please note that appropriate electronic messages may need to be saved. The Charter Township of Oshtemo may be required to produce e-mail in litigation.
  
- L. **Software:** No software of any kind is to be downloaded onto the computer system without the authorization of the IT director.
  
- M. **Viruses:** Any files imported and/or downloaded from other sources must be scanned with the Charter Township of Oshtemo virus detection software. Failure to do so may result in the employee being held responsible for repairs to the computer systems. Any viruses, tampering or system problems must be immediately reported to the IT director.
  
- N. **Consequences of Violations:** Violations of this policy will result in disciplinary action in accordance with the *Employee Handbook* of the Charter Township of Oshtemo.

## APPENDIX G

*Addition of Computer Use Guidelines - Effective 12/11/07*

## Cell Phone Use

The cell phone policy shall be as follows:

A. Employees required to have cell phones.

The Township will provide cell phones and a selected service plan for employees who the Township Board determines require cell phones at all times to further their official duties, which include full-time Elected Officials (Supervisor, Clerk and Treasurer), the Ordinance Enforcement Officer, Maintenance Dept. Head, Fire Chief, Assistant Fire Chief, and those firefighters the Fire Chief determines require cell phones.

1. Township employees required to have a cell phone, but who do not use this cell phone for personal use, will not incur any expense. Those employees wishing to use the Township cell phone for personal use may do so by paying one-half of the per month cost for the service in addition to any other charges not deemed necessary by the Township.
2. Those employees required to have a cell phone at all times but who wish to maintain their own cell phone service may request reimbursement of up to one-half of the cost of the Township's service plan.

B. Employees required to have cell phones periodically.

Township employees with duties and responsibilities which take them from the Township Offices should have a cell phone available while on Township business. Employees have the option of using their own cell phone and making that phone number available to the Township, or, in the alternative, may secure a cell phone from the front desk by logging out the same and returning the same upon their return from the field.

## **APPENDIX G**

*Addition of Cell Phone Use Guidelines - Effective 10/13/09*  
*Amendment of Cell Phone Use Guidelines - Effective 7/28/11*  
*Amendment of Cell Phone Use Guidelines ¶ A- Effective 10/9/12*  
*Amend. of Cell Phone Use Guidelines ¶A1& 2 & New ¶B – Eff. 10/08/13*  
*Amend. of Cell Phone Use Guidelines ¶A – Eff. 08/09/16*

# Memo



To: Oshtemo Charter Township Board  
From: Julie Johnston, AICP  
Planning Director  
Date: February 7, 2019  
Mtg Date: February 12, 2019  
Subject: *GO!* Green Oshtemo Plan

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## **OBJECTIVE**

Request to hold a public hearing and consider adoption of the *GO!* Green Oshtemo Plan, where parks, recreation, nonmotorized facilities, and conservation of open space and greenways is planned in a comprehensive and coordinated way.

## **BACKGROUND**

The *GO!* Green Oshtemo planning effort has been underway since the beginning of 2018. The intent of the project is to coordinate the parks, recreation, nonmotorized, and conservation plans of the Township into one guiding document. This Plan will not only assist the Township in achieving its overall vision, but will support grant applications made to state and local agencies.

To ensure that the *GO!* Green Oshtemo Plan is supported to the fullest extent, it will be incorporated as part of the Township's Master Plan. To accomplish this goal, the Plan must go through the state mandated process for community master plans, which includes a public hearing before both the Planning Commission and Township Board.

To ensure that the development of the Plan was resident driven, individual study groups were created for the different components of the project – parks and recreation, nonmotorized, and conservation. These study groups met regularly over an approximate 8-month period to help guide the public process, provide input into the development of the plan, and offer a citizen's perspective.

In addition to the study groups, three public input sessions were held in March, June and August of 2018. These sessions were publicized on the Township's website, Facebook page and in the newsletter. Invitation emails were sent to interested master plan participants and to other social media sites like NextDoor. At the March open house, a survey was developed for participants to weigh in on the *GO!* Green Oshtemo subjects. This survey was made available on the Township's website for a month after the March meeting.



Finally, per state regulations, neighboring jurisdictions were notified of the Township's intent to plan for parks, recreation, nonmotorized transportation and conservation. When the draft Plan was complete, they were provided a 63-day opportunity to provide input. We received letters or emails of support from the City of Kalamazoo, City of Portage, Kalamazoo County, and Texas Charter Township, which are included with this memo.

The Planning Commission held their hearing on Thursday, January 24<sup>th</sup>. No residents were in attendance. The Planning Commission motioned to forward a recommendation of approval to the Township Board, which was approved unanimously.

### **INFORMATION PROVIDED**

- GO! Green Oshtemo Summary Report – final draft
  - Full Plan can be found at <http://www.oshtemo.org/gogreen/>
- Planning Commission minutes – excerpt
- Neighboring jurisdiction responses
- Recommendation from the Planning Commission
- Resolution adopting GO! Green Oshtemo Plan

### **Public Comment on Non-Agenda Items**

The Vice Chair determined no one cared to comment regarding non-agenda items and moved to the next agenda item.

### **Approval of the Minutes of January 10, 2019**

The Vice Chair asked if there were any additions, deletions or corrections to the Minutes January 10, 2019. Hearing none, he asked for a motion.

Ms. Maxwell made a motion to approve the minutes of the Minutes of January 10, 2019 as presented. Mr. Commissaris supported the motion. The motion was approved unanimously.

Vice Chairperson Smith moved to the next agenda item.

### **PUBLIC HEARING: GO! GREEN OSHTEMO MASTER PLAN UPDATE PUBLIC HEARING TO CONSIDER A RECOMMENDATION TO THE TOWNSHIP BOARD TO INCLUDE PARKS AND RECREATION, NONMOTORIZED TRANSPORTATION, AND CONSERVATION EFFORTS OUTLINED IN THE GO! GREEN OSHTEMO PLAN AS PART OF THE TOWNSHIP MASTER PLAN.**

In the absence of Ms. Johnston, Vice Chair Smith asked Ms. Karen High to review the recommendation.

Ms. High said the *GO! Green Oshtemo* planning effort has been underway since the beginning of 2018. The intent of the project is to coordinate the parks, recreation, nonmotorized, and conservation plans of the Township into one guiding document. This will be the first time the Township has had a coordinated plan, which will not only assist the Township in achieving its overall vision, but will support grant applications made to state and local agencies.

To ensure that the *GO! Green Oshtemo Plan* is supported to the fullest extent, it will be incorporated as part of the Township's Master Plan, which includes a hearing before both the Planning Commission and Township Board.

During the course of the Plan development, she said individual study groups were created for the different components of the Plan – parks and recreation, nonmotorized, and conservation. These study groups met regularly to help guide the public process, provide input into the development of the plan, and offer a citizen's perspective.

In addition to the study groups, three public input sessions were held in March, June and August of 2018. These sessions were publicized on the Township's website, Facebook page and in the newsletter. Invitation emails were sent to interested master plan participants and to other social media sites like NextDoor. At the March open

house, a survey was developed for participants to weigh in on the GO! Green Oshtemo subjects. This survey was made available on the Township's website for a month after the March meeting.

Finally, Ms. High said that per state regulations, neighboring jurisdictions were notified of the Township's intent to plan for parks, recreation, nonmotorized transportation and conservation. When the draft Plan was complete, they were provided a 63-day opportunity to provide input on the Plan. We received letters or emails of support from the City of Kalamazoo, City of Portage, and Kalamazoo County.

Ms. High said if there are no further final suggested changes, Ms. Johnston suggested the Planning Commission forward a recommendation of approval to the Township Board, which would likely be considered at the February 12 meeting.

Vice Chair Smith thanked Ms. High for her report and said it is a beautiful, comprehensive program, good for Oshtemo and far-sighted.

Attorney Porter noted the letters from other municipalities were supportive and positive.

Mr. Baker, Public Works Technical Specialist said a lot of data was gathered for all the areas around the Township to try to integrate with their plans to create seamless at all boundaries to meet everyone's needs.

Mr. Commissaris said he was impressed and felt the plan was well done. He was pleased to see the match ups with other municipalities, particularly the Kal-Haven Trail and the Portage Trailway.

Vice Chair Smith opened the meeting for Public Comment, and noted no members of the public were in attendance. She asked for a motion.

Ms. Farmer made a motion to recommend approval of the Go! Green Oshtemo Plan for inclusion in the Master Plan as presented. Ms. Maxwell supported the motion. The motion was approved unanimously.

## **OLD BUSINESS**

### **a. Agritourism Ordinance Public Comment**

Attorney Porter indicated Ms. Johnston hoped Commissioners would review the most up-to-date version of the Agribusiness and Agritourism Ordinance. The new information provided was based on comments received from the public at the December 13, 2018 meeting and the Commission's review on January 10<sup>th</sup>.

Attorney Porter said Staff attempted to capture the Commission's comments



# KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

December 13, 2018

Oshtemo Charter Township Planning Commission  
Att: Chairperson of the Planning Commission  
Oshtemo Township Hall  
7275 W. Main Street  
Kalamazoo MI 49009

By email to: [jjohnston@oshtemo.org](mailto:jjohnston@oshtemo.org)

Re: Review of proposed Master Plan Update for Oshtemo Charter Township for the development of parks, recreation, non-motorized transportation and conservation "GO!Green Oshtemo Plan".

At its meeting on December 6, 2018, the Kalamazoo Metropolitan County Planning Commission (KMCPC) reviewed the proposed Charter Township of Oshtemo Master Plan Update "GO! Green Oshtemo Plan."

During the review and discussion, it was noted that although much of the Plan is focused on internal areas in the Township, the non-motorized transportation and some of the areas of interest (recreation, nature preserves, cemeteries, historic farmsteads etc.) are in some cases close to the neighboring townships and may have an effect on them. Especially non-motorized transportation along the township border streets are links that provide a good opportunity for developing contacts and communication between the neighboring municipalities, and the County as a whole.

It was also noted that the document is very comprehensive, particularly when considering the numerous appendices available in the on-line version.

The Kalamazoo Metropolitan County Planning Commission voted unanimously to recommend approval of the proposed Master Plan Update "GO!Green Oshtemo Plan" and determined that the proposed plan is CONSISTENT with the planning and zoning of the neighboring units of government in Kalamazoo County, and respectfully submits the above comments for your consideration.

Thank you,

Lotta Jarnefelt  
Director  
Planning & Development Department

**From:** [Bauckham, Robert](#)  
**To:** [Julie Johnston](#)  
**Subject:** Go Green Oshtemo Plan  
**Date:** Tuesday, December 11, 2018 9:35:06 AM

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December 11, 2018

Julie,

Thanks for sending the Go Green Oshtemo Plan to us for review. The plan looks great! Good luck in fulfilling the stated goals.

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**Confidentiality: Think before you Print.** The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to which it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of the Email message is strictly prohibited. If you have received this message in error, please notify me by Email reply, and delete the original message from your system.

January 2, 2019

Julie Johnston, Planning Director  
Charter Township of Oshtemo  
7275 West Main Street  
Kalamazoo, Michigan 49009

Dear Ms. Johnston:

Re: Oshtemo Township Master Plan Update - "Go! Green Oshtemo Plan"

Thank you for the notice requesting review and comment regarding the Charter Township of Oshtemo Master Plan Update. The Commission appreciates the opportunity to review and comment on the proposed Master Plan Update.

During the December 20, 2018 meeting, the City of Portage Planning Commission reviewed the proposed Master Plan Update. After a brief discussion, the Planning Commission voted unanimously to receive the Oshtemo Township Master Plan Update with no specific comments offered.

If you have any questions, please feel to contact Christopher Forth, Deputy Director of Planning, Development and Neighborhood Services at (269) 329-4474.

Sincerely,



Wayne Stoffer, Chairman  
City of Portage Planning Commission

Attachment: December 20, 2018 Planning Commission meeting minutes (DRAFT)

B-3 would “square up” the existing B-3 zoning district boundary that is present to the north and would allow for 129 Boston Avenue to serve as a buffer to the interior residential neighborhood. Mr. Bruinsma indicated the increase in commercial zoning depth from South Westnedge Avenue would also allow more flexibility for commercial development/redevelopment options. Mr. Bruinsma stated the B-3 rezoning request was consistent with the Comprehensive Plan and zoning pattern to the north.

The Commission, applicant and staff next discussed various aspects of the rezoning request including the configuration of the existing 5747 South Westnedge Avenue/121 Boston Avenue zoning lot and available parking, redevelopment potential of the rezoning parcel (129 Boston Avenue), requirements for a medical marijuana provisioning center, the surrounding zoning pattern and the Future Land Use Map designation. Commissioner Schimmel expressed specific concern about further commercial encroachment into the adjacent neighborhood.

The public hearing was opened by Chairman Stoffer. No citizens spoke regarding the proposed rezoning. After a brief conversation, a motion was made by Commissioner Schimmel, seconded by Commissioner Corradini, to adjourn the public hearing for Rezoning Application #18/19-3, 129 Boston Avenue, to the January 3, 2019. The motion was unanimously approved 6-0.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

I. Oshtemo Township Master Plan Update – “Go! Green Oshtemo Plan”. Mr. West summarized the December 13, 2018 staff report regarding the notification provided by the Charter Township of Oshtemo for an update to the Township Master Plan. Mr. West briefly reviewed the contents of the Summary Report and indicated that comments were request by Oshtemo Township prior to the January 24, 2019 public hearing.

After a brief discussion, a motion was made by Commissioner Schimmel, seconded by Commissioner Pezzoli, to receive the Oshtemo Township Master Plan Update – “Go Green Oshtemo Plan” and convey no comments. The motion was unanimously approved 6-0.

**STATEMENT OF CITIZENS/COMMISSIONERS:**

None.

7:40 p.m. - The Commission took a short recess.

7:45 p.m. - The Commission reconvened the meeting in City Hall Conference Room No. 1

**NEW BUSINESS:**

I. Planning Commission Training – Public Utility System Overview. Commissioner Corradini and Kendra Gwin, Director of Transportation and Utilities, discussed the City of Portage public utility system. Commissioner Corradini discussed his position with Suez Environmental Services and how the private company contracts with the city for management and operation of the public utility system. Commissioner Corradini and Ms. Gwin reviewed facts/statistics, annual goals and capital improvement program projects pertaining to the 1) Public water system; 2) Sanitary sewer system and 3) Public storm sewer system. The Commission and staff next exchanged questions and answers. At the end of the presentation, the Commission thanked Ms. Gwin and Commissioner Corradini for their time and effort into preparation of the presentation and associated utility system maps.



**From:** [Steve Deisler](#)  
**To:** [Julie Johnston](#)  
**Cc:** [Julie VanderWiere](#); [Libby Heiny-Cogswell](#); [Jamie Baker](#); "[Dennis Berkebile](#)"; [Jennie Miller](#)  
**Subject:** FW: Go Green Oshtemo Draft Plan  
**Date:** Tuesday, January 22, 2019 8:53:09 AM

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Good Morning Julie,

Our Planning Commission meets tonight and am hoping they will have some comments on the Go Green Oshtemo Plan. I wanted to at least share my thoughts on how Texas Township and Oshtemo Township may connect its pathways.

- Emphasize and work towards a partnership to create and connect key locations along 9<sup>th</sup> St. (9<sup>th</sup> and Stadium Dr to Texas Corners) as a major non-motorized and trail system
- Support the Kalamazoo Region Bike Route Committee to implement the installation of the M1-8a Bikeway Signs and KATS overall Non-motorized Plan
- Consider Future links between major recreational locations - Oshtemo Twp. Park (W. Main St. ), Flesher Field with Texas Twp. Texas Dr. Trailway and Proposed 6<sup>th</sup> St Park.
- Texas Township will assess pathway connection as it develops it new Township Comprehensive Master Plan in 2019

I will share any further comments with you from the Planning Commission tomorrow.

Steve

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**From:** Jennie Miller  
**Sent:** Friday, January 11, 2019 8:25 AM  
**To:** Bart Davis <bartdavis@johngreenerealtor.com>; Dennis Berkebile <dberkebile@yahoo.com>; Larry Loeks <larry@deloofconstruction.com>; Mike Corfman <corfmanm@comcast.net>; Steve Bosch <sbosch@boscharch.com>; Steve Deisler <sdeisler@texastownship.org>; Trish Roberts <troberts@texastownship.org>  
**Subject:** Go Green Oshtemo Draft Plan

Good Morning!

Oshtemo Township has requested to have our Planning Commission members review the Go Green Oshtemo draft plan specifically as it relates to connecting pathways to Texas Township. Please see the link below. Please have any comments back to me by January 21, 2019.

<http://www.oshtemo.org/gogreen/>

Thanks!

**Jennie Miller**  
Planning/Zoning and Building Assistant  
**Charter Township of Texas**

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

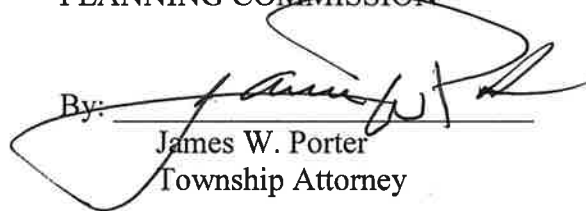
RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED JANUARY 24, 2019, REGARDING THE GO! GREEN OSHTEMO PLAN.

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following, and the same shall constitute a part of and be incorporated into the Oshtemo Charter Township Master Plan:

GO! Green Oshtemo Plan for Parks and Recreation, Nonmotorized Transportation, and Conservation.

OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION

Date: January 24, 2019

By:   
James W. Porter  
Township Attorney

Final Action by Oshtemo Charter Township Board

\_\_\_\_\_ APPROVED \_\_\_\_\_

\_\_\_\_\_ DENIED \_\_\_\_\_

\_\_\_\_\_ REFERRED BACK TO PLANNING COMMISSION

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

**Resolution Adopting *GO! Green Oshtemo Five-Year  
Master Plan for 2019-2023***

DATE: \_\_\_\_\_

WHEREAS, Oshtemo Charter Township has the authority, pursuant to the Charter Township Act, specifically MCL 42.14, to maintain and operate public parks and their facilities, preserve areas for conservation, and develop nonmotorized amenities, and to exercise the powers and functions both expressed and implied by the grant of such authority including the development of such facilities; and

WHEREAS, the Township Board directed its Planning Commission and Parks Committee to work with staff to develop the *GO! Green Oshtemo Five-Year Master Plan*; and

WHEREAS, after undertaking a thorough process of inventory, analysis and public input, the Planning Commission and Parks Committee has prepared a Five-Year Master Plan for 2019-2023 for Oshtemo Charter Township entitled *GO! Green Oshtemo*; and

WHEREAS, the Planning Commission has provided for extensive public input of the same and is recommending the adoption of the *GO! Green Oshtemo Five-Year Master Plan* for 2019-2023 to the Township Board; and

WHEREAS, the Township has, pursuant to state guidelines, made the *GO! Green Oshtemo Five-Year Master Plan for 2019-2023* available for public review, both at the Township Hall and on the Township's website commencing November 14, 2018; and

WHEREAS, the Township published a Notice of 63-day Public Review Period and Public Hearing by the Planning Commission on January 24, 2019 and the Township Board on February 12, 2019.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Charter Township of Oshtemo's *GO! Green Oshtemo Five-Year Master Plan for 2019-2023* is hereby adopted and shall remain in effect until further amended by the Township.

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

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

Elizabeth Heiny-Cogswell, Deborah Everett, Nancy Culp, Dusty Farmer,

\_\_\_\_\_

\_\_\_\_\_

The following voted "Nay": \_\_\_\_\_

The following "Abstained": \_\_\_\_\_

The Supervisor declared that the Resolution has been adopted.

\_\_\_\_\_  
DUSTY FARMER, CLERK

Oshtemo Charter Township

\*\*\*\*\*

CERTIFICATE

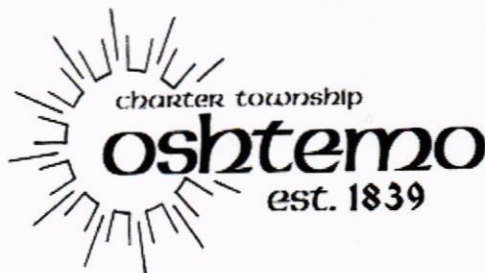
I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on \_\_\_\_\_, at which meeting \_\_\_\_\_ members were present and voted upon the same as indicated in said Minutes; that said meeting was held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

\_\_\_\_\_  
DUSTY FARMER, CLERK

Oshtemo Charter Township

# Memorandum

Date: 8 February 2019  
 To: Township Board  
 From: GO! Green Oshtemo, Cemeteries Study Group  
 Re: Cemetery Master Plans for West Oshtemo, Hill, and Genessee Prairie



## **OBJECTIVE**

- 1) Public Hearing to elicit feedback from the public on the cemetery Master Plans for West Oshtemo, Hill, and Genessee Prairie, and
- 2) Consideration of adoption of West Oshtemo, Hil, and Genessee Prairie Cemetery Master Plans.

## **BACKGROUND**

Oshtemo Township owns and manages three cemeteries: Genessee Prairie Cemetery, located at the corner of Parkview Avenue and South 11<sup>th</sup> Street, Hill Cemetery, located at the corner North 2<sup>nd</sup> Street and West J Avenue, and West Oshtemo Cemetery, located at the corner of South 1<sup>st</sup> Street and West KL Avenue.

A variety of issues prompted the Township Clerk's Office and the Buildings & Grounds Committee to begin cemetery planning in 2018. Most important was a concern for the short and long term costs of cemetery maintenance, such as mowing, tree trimming and removal, and repairing gravel drives. Other issues included a lack of historic burial records for some sections of the cemeteries, questions about the amount of burial space required in the long term, and evolving trends for types of burial spaces. For example, there is growing interest in offering a green (or natural) burial option. In this instance, the body is not prepared with chemicals such as embalming fluids and is simply placed in a biodegradable coffin or shroud and interred without a concrete burial vault. Green burial areas are typically not mowed on a regular basis. They may be planted with prairie grasses or other native vegetation. Rather than individual headstones, names may be listed on a community cenotaph nearby. More options for cremated remains, such as columbaria, were also desired.

Because of the historic connection between cemeteries and parks and their value for conservation and open space, cemeteries were included in the GO! Green Oshtemo planning process for parks and recreation, non-motorized transportation, and conservation. A landscape architect specializing in cemetery planning and design, with knowledge of the industry and trends, was hired to lead the effort. Citizen input included three public meetings, an 11-member cemetery study group made up of residents, Board and staff members, and consultants, and an all-day design charrette. Three local funeral directors participated in the design charrette, in addition to study group, Board and staff members, and consultants.

Draft master plans were created that include both short and long term recommendations for circulation, burial types, memorialization options, committal facilities, site amenities, and landscape enhancements. The draft design plans, a summary of the research ground penetrating radar (GPR) used to identify unmarked grave locations, and other existing conditions factors were discussed with the Township Board in December 2018. No further public comment has been received. The master plans can be implemented over many years and will be a useful tool for future generations. Improvements have been prioritized for each cemetery, with a list of tasks that can be undertaken soon. The plans offer more interment options and a dramatic increase in number of burial spaces in the future.



CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

**Resolution Adopting Township Cemetery Master Plans**

**February 12, 2019**

WHEREAS, Oshtemo Charter Township has the authority, pursuant to PA 272 of 1909, PA 113 of 1915 and PA 46 of 1931, to establish, maintain, operate and enlarge public cemeteries and their facilities and to exercise the powers and functions both expressed and implied by the grant of such authority; and

WHEREAS, the Township Board directed its Engineers to work with Staff to develop Cemetery Master Plans for Hill, West Oshtemo and Genessee Prairie Cemeteries; and

WHEREAS, after undertaking a thorough process of inventory, analysis and public input, the Township has prepared a Master Plan for each Township Cemetery; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Charter Township of Oshtemo Cemetery Master Plans for Hill, West Oshtemo and Genessee Prairie are hereby adopted and shall remain in effect until further amended by the Township.

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

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

The following voted "Nay":

The following "Abstained":

The Supervisor declared that the Resolution has been adopted.

---

DUSTY FARMER, Clerk  
Oshtemo Charter Township

\*\*\*\*\*

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on February 12, 2019, at which meeting \_\_\_\_\_ members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

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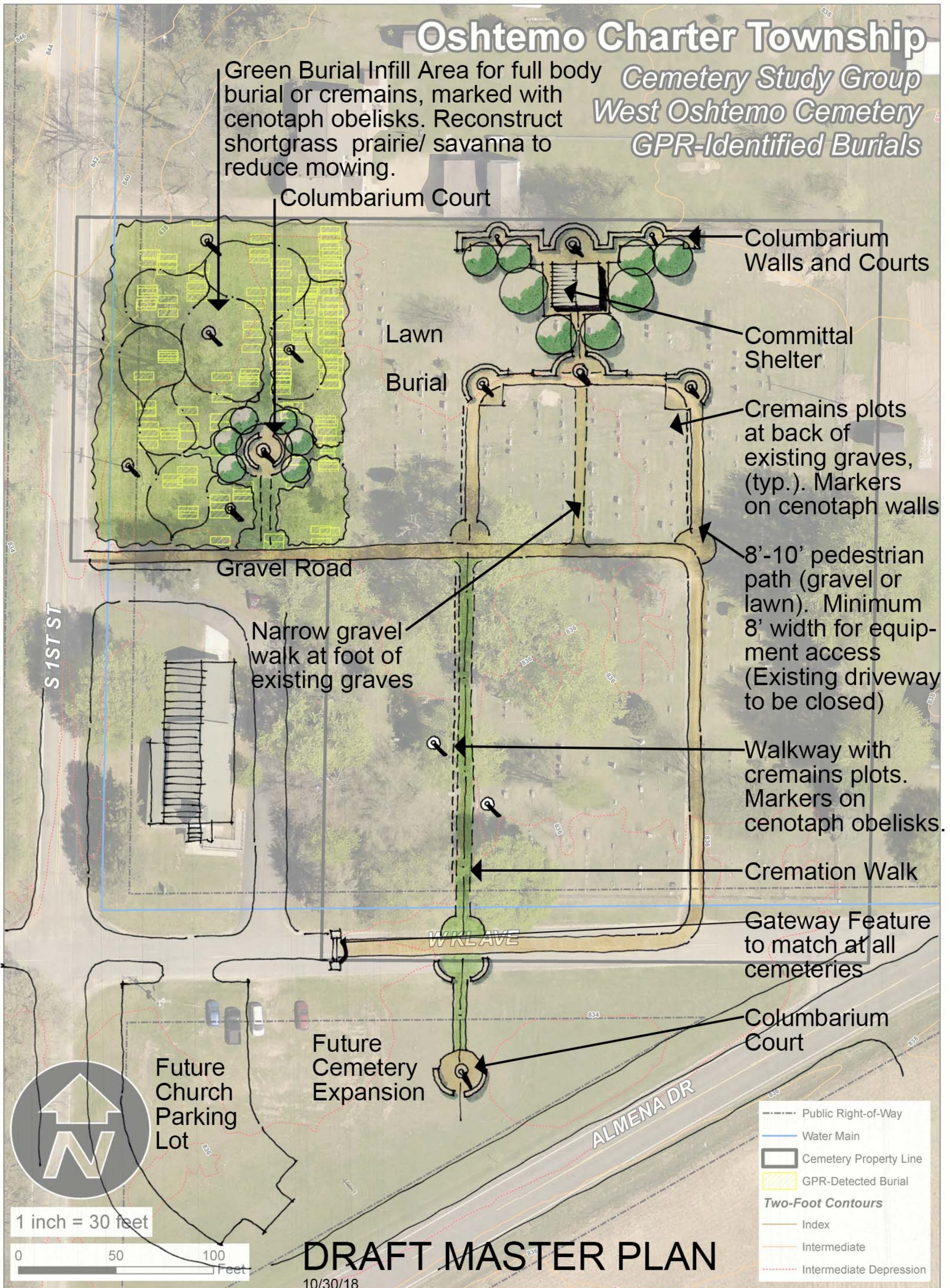
DUSTY FARMER, Township Clerk



# Oshtemo Charter Township

## Cemetery Study Group West Oshtemo Cemetery GPR-Identified Burials

Green Burial Infill Area for full body burial or cremains, marked with cenotaph obelisks. Reconstruct shortgrass prairie/ savanna to reduce mowing.



1 inch = 30 feet



# DRAFT MASTER PLAN

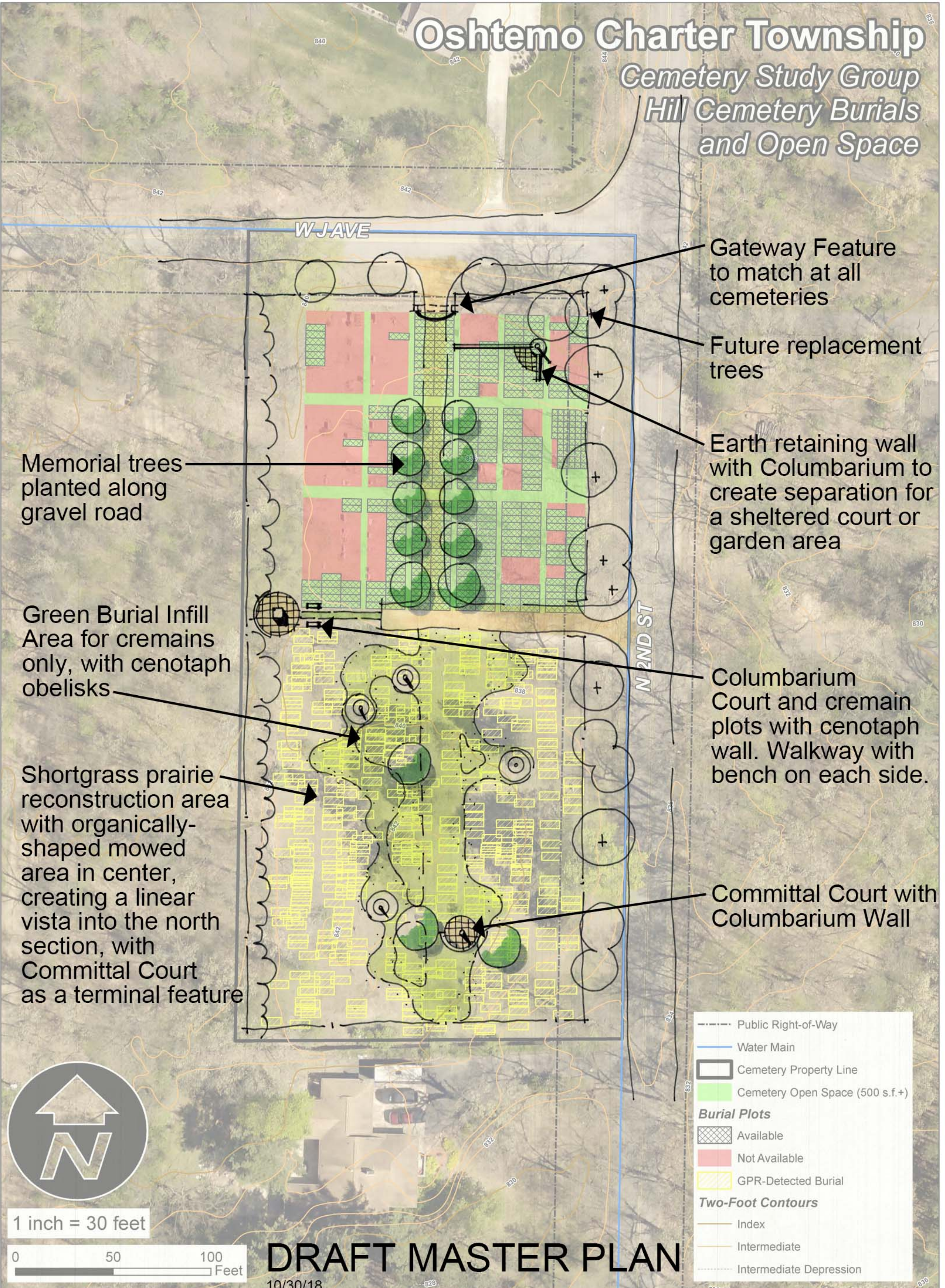
10/30/18

	Public Right-of-Way
	Water Main
	Cemetery Property Line
	GPR-Detected Burial
<b>Two-Foot Contours</b>	
	Index
	Intermediate
	Intermediate Depression



# Oshtemo Charter Township

## Cemetery Study Group Hill Cemetery Burials and Open Space



Memorial trees planted along gravel road

Green Burial Infill Area for cremains only, with cenotaph obelisks

Shortgrass prairie reconstruction area with organically-shaped mowed area in center, creating a linear vista into the north section, with Committal Court as a terminal feature

Gateway Feature to match at all cemeteries

Future replacement trees

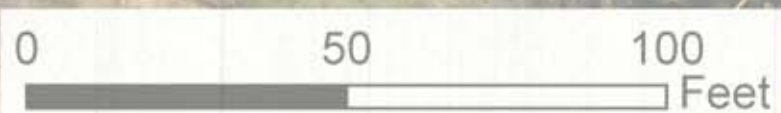
Earth retaining wall with Columbarium to create separation for a sheltered court or garden area

Columbarium Court and cremain plots with cenotaph wall. Walkway with bench on each side.

Committal Court with Columbarium Wall



1 inch = 30 feet



# DRAFT MASTER PLAN

10/30/18

	Public Right-of-Way
	Water Main
	Cemetery Property Line
	Cemetery Open Space (500 s.f.+)
<b>Burial Plots</b>	
	Available
	Not Available
	GPR-Detected Burial
<b>Two-Foot Contours</b>	
	Index
	Intermediate
	Intermediate Depression



# Oshtemo Charter Township Cemetery Study Group Genessee Prairie Cemetery Burial Sites

Existing Historic Marker

Pioneer Cemetery Memorial  
- Non-motorized path  
- Benches overlooking historic burial ground  
- Bike parking  
- Harris family recognition

Columbarium Court  
- Grass walkway to paved area with central monument  
- Gravel drive with two parking stalls  
- Bollards to define drive

Existing driveways to be closed, Create burial plots or plant trees

Existing driveway closed in the next phase of development

Existing driveways to be closed, Create burial plots or plant trees

Fence along perimeter turned at 45 degree angle and landscaped at cemetery entries

Memorial Trees planted along walks and property lines

Existing driveway to be closed, Create burial plots or plant trees

Walkway with cremain plots, names on cenotaph wall

Gateway Feature to match at all cemeteries.

Green Burial Area for full body or cremains,  
- Gravel parking for 8-10 cars  
- 8' wide mowed walkways  
- 20' wide burial meadows (10'x12' grid pinned at corners)  
- Names on cenotaph wall or obelisk, Shortgrass prairie reconstruction area to reduce mowing

Existing driveway to be closed when parking/turnaround area is completed

Entry archways from east side if Armory lot is used for overflow parking

Columbarium Court and cenotaph wall.

Columbarium walls and courts - 5' ht. walls with cap

Small seating area

Committal Shelter

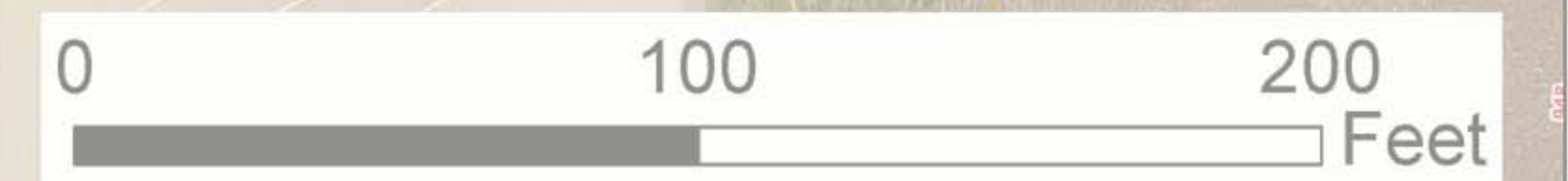
Meditation Node with mowed walkway

**DRAFT MASTER PLAN**

10/30/18



1 inch = 30 feet



	Public Right-of-Way
	Water Main
	Cemetery Property Line
<b>Burial Plots</b>	
	Available
	Not Available
	GPR-Detected Burial
<b>Two-Foot Contours</b>	
	Index
	Index Depression
	Intermediate
	Intermediate Depression

PHASE 2

PHASE 3

S 117<sup>th</sup> ST

PARKVIEW AVE



# Memo



To: Oshtemo Charter Township Board  
From: Julie Johnston, AICP  
Planning Director  
Date: February 5, 2019  
Mtg Date: February 12, 2019  
Subject: Conditional Rezoning Ordinance Amendment – 1<sup>st</sup> Reading

---

## **OBJECTIVE**

Consideration of first reading of an amendment to *Section 53.510: Reversion of Zoning* of the Conditional Rezoning regulations of the Township Zoning Ordinance.

## **BACKGROUND**

The Township received an inquiry on a property (3000 South 11<sup>th</sup> Street) that was conditionally rezoned in 2016 from the R-2: Residence District to the R-3: Residence District. The conditional rezoning was specifically to allow office uses to develop on a property. The inquiry was to utilize the property as a single-family home, as originally zoned. In reviewing the conditional rezoning application and *Section 53: Conditional Rezoning* of the Zoning Ordinance, it became clear that the conditional rezoning no longer met the requirements of Section 53.500, which states:

*“Unless another time period is specified in the Ordinance rezoning the subject land, the approved development and/or use of the land pursuant to building and other required permits must be commenced upon the land within **12 months after the rezoning took effect** and thereafter proceed diligently to completion. This time limitation may upon written request be extended by the Township Board if (1) it is demonstrated to the Township Board's reasonable satisfaction that there is a strong likelihood that the development and/or use will commence within the period of extension and proceed diligently thereafter to completion and (2) the Township Board finds that there has not been a change in circumstances that would render the current zoning with Statement of Conditions incompatible with other zones and uses in the surrounding area or otherwise inconsistent with sound zoning policy.”*

The conditional rezoning for 3000 South 11<sup>th</sup> Street was never established and an extension was not requested within the allowable 12-month period. Township staff was going to initiate a reversion to the original R-2 District, but noted the following language in Section 53.510:

*“If approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection 53.500 above, then the land shall revert to its former zoning classification as set forth*

*in MCL 125.3405. The reversion process shall be initiated by the Township Board requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applied to all other rezoning requests.”*

According to this Section, Township staff would first have to request the reversion process be initiated at a Township Board meeting. Then, if approved, the Planning Commission would have to hold a public hearing and the Township Board would have to hold two readings, similar to a rezoning request, ultimately requiring four meetings to remove the conditional rezoning.

The ordinance seems redundant and over-regulatory as Section 53.510 clearly states that if the use is not established within **12 months of approval or an extension is not granted**, the land reverts to its former zoning classification. To ensure this happens, the Township would just need to record a revocation of conditional rezoning with the County Registrar of Deeds, removing the conditions established on the property.

However, the Planning Commission wanted to ensure that due process is provided to the property owner who received the conditional rezoning. The following recommended amendments were developed by the Planning Commission over several months prior to their public hearing:

Section 53.510 – Reversion of zoning.

If **the** approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection 53.500 ~~above~~, then the land shall revert to its former zoning classification as set forth in MCL 125.3405 (**Michigan Zoning Enabling Act, Public Act 110 of 2006**).

The reversion process shall be initiated by **Township staff who will send a notification letter to the property owner indicating a Revocation of Conditional Rezoning will be recorded with the County Registrar of Deeds. The property owner will have 30 days from the date of the notification letter to provide proof to the Planning Director that the development and/or use of land has commenced. If satisfied, the Planning Director will halt the Revocation of Conditional Rezoning. If proof is deemed unsatisfactory, the Planning Director will notify the property owner who may then appeal the Revocation to the Township Board within this same 30-day period. If no appeal is filed, the Revocation of Conditional Rezoning will be recorded and the land shall revert to its former zoning classification.**

~~the Township Board requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applied to all other rezoning requests.~~

Section 53.500 still provides an opportunity for an extension if the property owner wishes to continue with the conditional rezoning but was not able to establish the use within the required 12-month period. So, the applicant has two options – 1. Request an extension of the conditional rezoning from the Township Board before their 12-month period to establish the use as lapsed, or 2. Appeal the Planning Director’s decision to the Township Board if it is determined that the use has not commenced.

The Planning Commission held their public hearing on January 10, 2019. No public was in attendance for this agenda item. The Planning Commission recommended approval to the Township Board with a vote of 7-0.

## **INFORMATION PROVIDED**

- Planning Commission Minutes – excerpt of the public hearing
- Planning Commission recommendation
- Ordinance

Mr. VanderWeele made a motion to elect Ms. Farmer as Secretary for 2019. Mr. Chambers supported the motion. The motion was approved unanimously.

Chairperson VanderWeele moved to the next item on the agenda.

### **Appointment of Planning Commission Liaison to the Zoning Board of Appeals**

Ms. Farmer nominated Ms. Maxell to serve as Planning Commission Liaison to the Zoning Board of Appeals. Hearing no other nominations and determining Ms. Maxwell was willing serve in that capacity, Ms. Johnston asked for a motion.

Mr. Chambers made a motion to appoint Ms. Maxwell as the Planning Commission liaison to the Zoning Board of appeals for 2019. Ms. Farmer supported the motion. The motion was approved unanimously.

Chairperson VanderWeele moved to the next agenda item and asked Ms. Johnston for her report.

### **PUBLIC HEARING: CONDITIONAL REZONING ORDINANCE AMENDMENT CONSIDERATION OF AN AMENDMENT TO SECTION 53.000 CONDITIONAL REZONING, SUBSECTION 53.510: REVERSION OF ZONING TO OUTLINE THE STEPS FOR THE REMOVAL OF A CONDITIONAL REZONING IF THE APPROVED DEVELOPMENT AND/OR USE DOES NOT OCCUR WITHIN THE REQUIRED TIMEFRAME ESTABLISHED BY THE ORDINANCE.**

Ms. Johnston said the suggested amendment was brought to the Planning Commission at the September 13<sup>th</sup> meeting with requested changes to address how the Township revokes a conditional rezoning. According to current language under Section 53.510, Township Staff would first have to request the reversion process be initiated at a Township Board meeting then, if approved, the Planning Commission would have to hold a public hearing and the Township Board would have to hold two readings.

The Ordinance process seems redundant and over-regulatory as Section 53.510 clearly states if the use is not established according to Section 53.500, which provides a 12-month window, the land reverts to its former zoning classification. To ensure this happens, the Township would just need to record a revocation of conditional rezoning with the County Registrar of Deeds, removing the conditions established on the property. On November 8, 2018, the Planning Commission reviewed new language for this amendment based on the September 13 discussion. The following language was approved at the November 8<sup>th</sup> meeting for a public hearing.

#### **Section 53.510 – Reversion of zoning.**

*If the approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection 53.500, then the land shall revert to its former zoning classification as set forth in MCL 125.3405 (Michigan Zoning Enabling Act, Public Act 110 of 2006).*

*The reversion process shall be initiated by Township staff who will send a notification letter to the property owner indicating a Revocation of Conditional Rezoning will be recorded with the County Registrar of Deeds. The property owner will have 30 days from the date of the notification letter to provide proof to the Planning Director that the development and/or use of land has commenced. If satisfied, the Planning Director will halt the Revocation of Conditional Rezoning. If proof is deemed unsatisfactory, the Planning Director will notify the property owner who may then appeal the Revocation to the Township Board within this same 30-day period. If no appeal is filed, the Revocation of Conditional Rezoning will be recorded and the land shall revert to its former zoning classification.*

She recommended after the required public hearing the Planning Commission forward a recommendation of approval to the Township Board.

The Chair asked if there were questions for Ms. Johnston.

Responding to questions she indicated the property owner would be allowed a 30-day window after being noticed to respond and provide documentation that progress towards developing the use has been made. The notice would be sent in a way that would verify delivery. Progress must be made within a 12-month period or the conditional rezoning revocation process would begin. If proof of progress is not satisfactory to the Planning Director, the property owner could appeal to the Township Board for an extension. If the property owner does not respond to the notice the revocation process would begin. If the conditional zoning is revoked, the property owner could return to the Planning commission with a new request to rezone the property.

Attorney Porter said the process does not automatically terminate since it is a property right which requires a reasonable process. The amendment satisfies the due process requirement.

Chairperson VanderWeele determined there were no public comments on the amendment. Hearing no further comments from Commissioners, he asked for a motion.

Mr. Commissaris made a motion to forward a recommendation of approval of the amendment to the Conditional Rezoning Ordinance to the Township Board for approval. Ms. Maxwell supported the motion. The motion was approved unanimously.

Chairperson VanderWeele moved to the next item on the agenda.

## **OLD BUSINESS**

### **a. Agritourism Ordinance Public Comment**

The Chair asked Ms. Johnston for her report.

Ms. Johnston provided the most up-to-date draft of the Agribusiness and



OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING  
CONDUCTED JANUARY 10, 2019.

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment to Section 53.000, Conditional Rezoning, Subsection 53.510 Reversion of zoning of the Zoning Ordinance:

**53.510 Reversion of zoning.**

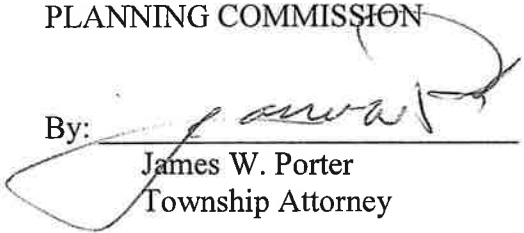
If the approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection 53.500, then the land shall revert to its former zoning classification as set forth in MCL 125.3405 (Michigan Zoning Enabling Act, Public Act 110 of 2006).

The reversion process shall be initiated by Township staff who will send a notification letter to the property owner. The property owner will have 30 days to provide proof that the development and/or use of land has commenced. If satisfied, the Revocation will be halted. If proof is unsatisfactory, the property owner may appeal the Revocation to the Township Board within this same 30-day period. If no appeal is filed, the Revocation of Conditional Rezoning will be recorded and the land shall revert to its former zoning classification.

OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION

Date: January 10, 2019

By:

  
James W. Porter  
Township Attorney

Final Action by Oshtemo Charter Township Board

\_\_\_\_\_ APPROVED \_\_\_\_\_

\_\_\_\_\_ DENIED \_\_\_\_\_

\_\_\_\_\_ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_, 2019

Effective: \_\_\_\_\_, 2019

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance by the amendment of Section 53.000 Conditional Rezoning, Subsection 53.510 Reversion of zoning. This Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN  
ORDAINS:

SECTION I.

AMENDMENT OF ZONING ORDINANCE COMPILED SECTION 53.000 CONDITIONAL REZONING, SUBSECTION 53.510 REVERSION OF ZONING. Subsection 53.510 Reversion of zoning is hereby amended to read as follows:

**53.510 Reversion of zoning**

If ~~the~~ approved development and/or use of the rezoned land does not occur within the time frame specified under Subsection 53.500 ~~above~~, then the land shall revert to its former zoning classification as set forth in MCL 125.3405 (**Michigan Zoning Enabling Act, Public Act 110 of 2006**).

~~The reversion process shall be initiated by Township staff who will send a notification letter to the property owner indicating a Revocation of Conditional Rezoning will be recorded with the County Registrar of Deeds. The property owner will have 30 days from the date of the notification letter to provide proof to the Planning Director that the development and/or use of land has commenced. If satisfied, the Planning Director will halt the Revocation of Conditional Rezoning. If proof is deemed unsatisfactory, the Planning Director will notify the property owner who may then appeal the Revocation to the Township Board within this same 30-day period. If no appeal is filed, the Revocation of Conditional Rezoning will be recorded and the land shall revert to its former zoning classification.~~

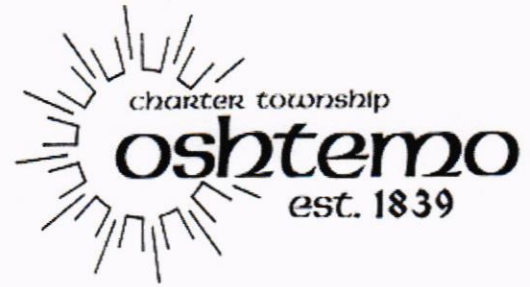
~~the Township Board requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification. The procedure for considering and making this reversionary rezoning shall thereafter be the same as applied to all other rezoning requests.~~

SECTION II.

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

# Memo



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter *[Signature]*  
**Date:** February 12, 2019  
**Subject:** New Nuisance Ordinance

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## **OBJECTIVE**

To accept the Nuisance Ordinance for first reading and set it for second reading.

## **BACKGROUND**

In the past, the Township had an Anti-Noise and Nuisance Ordinance with very little emphasis on general nuisances. When we rewrote the Anti-Noise Ordinance, it was recommended that we create a separate Nuisance Ordinance to better clarify what constitutes a general nuisance.

## **INFORMATION PROVIDED**

Attached is a proposed copy of a Nuisance Ordinance, which was patterned, in part, after the MTA Ordinance, as well as other Ordinances.

## **STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE**

Asking the Board to accept the Nuisance Ordinance for first reading and set it for second reading.

CHARTER TOWNSHIP OF OSHTEMO ORDINANCE NO. \_\_\_\_  
NUISANCE ORDINANCE

Adopted: \_\_\_\_\_, 2019

Effective: \_\_\_\_\_, 2019

An Ordinance is to preserve the peace, welfare, order, health, and safety of persons and property within Oshtemo Charter Township; to prescribe a penalty for the violation of the provisions thereof; and to repeal existing Ordinances, or parts of Ordinances in conflict herewith.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN,  
ORDAINS:

SECTION I. NAME.

This Ordinance shall be known and cited as the "Oshtemo Charter Township Nuisance Ordinance."

SECTION II. PURPOSE.

The purpose of this Ordinance is to preserve the peace, welfare, order, health and safety of persons and property within Oshtemo Charter Township by the prevention or elimination of certain environmental causes of nuisance, which exist, or may in the future exist, in the Township.

SECTION III. DEFINITIONS.

- A. The term "persons" or "person" shall be read to refer to: any natural person; corporations, partnerships, or associations; and corporate officers and officials existing under, or authorized to exist under, the laws of the State of Michigan, any other state, or any foreign country.
- B. The term "nuisance" shall be read to refer to any act, acts, or omission to act on the part of any person which create or permit the existence of a situation which annoys, injures, or endangers the peace, welfare, order, health and/or safety of the public in their persons or property. The term "nuisance" shall be read to include, but not be limited to:

1. Conditions which render persons insecure in life or in the use and enjoyment of their property (i.e. effects and emanations from noise, glare, lights, vibration, dust, smoke, odor, gas, steam, fly-ash, soot, acids, chemicals, fumes, cinders, worms, insects, rodents, flies, or decaying matter), whether such effects and emanations are natural, or result from human and/or mechanical alteration or manipulation of materials; also including unsafe site conditions such as open, unbarricaded excavation and abandoned swimming pools.
  2. Residues or leaching from deposits of matter which seep into water on the surface or in the ground thereby making it unfit or unpalatable for human consumption, or for use by domestic animals;
  3. Any condition which is indecent, obnoxious, or offensive to the senses.
- C. The term "abate" or "abatement" shall be read to refer to: the demolition, removal, repair, maintenance, construction, reconstruction, replacement and/or reconditioning of structures, appliances, appurtenances or equipment; the removal, transportation, disposal and treatment of refuse, manure, or other substance capable of causing obnoxious odors, attracting, or breeding, flies; and the application of chemicals, insecticides, other substances, or use of mechanical means to control, eradicate, and eliminate the nuisance condition(s).

#### SECTION IV. ABATEMENT OF NUISANCE PENALTIES.

It is the duty of the person who creates, causes, allows, suffers, or permits the existence of a nuisance to abate the same, in compliance with the provisions below:

- A. A notice to abate the nuisance. Whenever a nuisance condition described above shall exist on a private premises within the Township, the Ordinance Enforcement Officer shall give notice in writing, in person, by posting or by first class mail addressed to the owner or occupant of record of the property where the nuisance exists or to the person(s) otherwise responsible for the nuisance condition. The notice shall specify the location and nature of the public nuisance, and shall indicate that such owner, occupant, or person otherwise responsible is required to abate or otherwise remove the nuisance condition within 14 days of the mailing of the notice. The Notice shall further state that if the nuisance condition is not abated or otherwise removed, the Township Ordinance Enforcement Officer shall charge the owner or occupant as specified herein. If the actual owner or occupant of the premises is unknown, or cannot be located through reasonable means,



notice may be given by posting a copy upon a conspicuous part of the property where the nuisance is located, or by mailing a copy by first class mail to the owner or party of interest at the address show in the Township tax records at least 14 days before further action by the Township will occur.

- B. Violation of any of the provisions of this Ordinance or failure to comply with any of its requirements shall constitute a municipal civil infraction.
- C. Upon determination of responsibility, the person, corporation, firm or other entity shall pay a fine according to the following schedule:

	<u>Minimum Fine</u>
First Offense	\$ 75.00
Second Offense within three years of first offense	\$ 150.00
Third Offense within three-year period	\$ 325.00
Fourth and each subsequent offense within three-year period are each	\$ 500.00

Each day during which a violation continues shall be deemed a separate offense. The imposition, and Township collection, of a fine shall not exempt an offender from compliance with the provisions of this Ordinance.

SECTION V. ENFORCEMENT.

The Township Ordinance Enforcement Officer is hereby authorized to enforce this Ordinance in accordance with the terms herein. Nothing contained within the construction of this Ordinance shall be construed as preventing the Township Board, a public official, or private citizen from taking such lawful action as is necessary to restrain, or prevent, any violation of this Ordinance.

The Township may seek abatement of a nuisance, and such other relief as may be obtained by civil proceedings in court, in addition to the fines listed under Section IV (C) of this Ordinance. If a determination is made by a court having jurisdiction over this matter, the court may impose fines as provided for by law in addition to the fines imposed by the Township in accordance with the schedule listed under Section IV of this Ordinance.

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 thereof so declared to be invalid.

SECTION VII. REPEAL.

All Ordinances or parts of Ordinances in conflict with any provisions of this Ordinance are hereby repealed.

SECTION VIII. EFFECTIVE DATE.

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

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



February 7, 2019

## Oshtemo Township Cloud Computing Evaluation Narrative

### **Executive Summary**

Oshtemo Township has operated a virtualized server environment based upon a single on premise host running VMware with multiple virtual server instances for more than five years. In January 2019, the server failed, assumedly due to environmental conditions exceeding recommended operating temperatures. In response, Secant deployed a rental server to allow the Township to resume critical server operations.

After an initial meeting to discuss options for permanent replacement of the failed server, several solutions were presented. These solutions included purchase of a new on premise VMware host as well as a hybrid on premise/cloud delivered server solution. After discussion at the IT Committee meeting held 1/29, the township asked Secant to provide further analysis and pricing of a full cloud delivered server solution.

### **Existing Conditions**

The Oshtemo Township server room has limited physical access based upon a physical button/code access control solution for the entry door. This limits access to the space but does not provide an audit trail of who entered nor when they entered. The room has adequate power but is limited to a single UPS (uninterruptible power supply) unit for battery back-up.

The cooling in the room is handled by a single unit AC unit. This unit failed in December 2018 and has not been repaired or replaced though plans exist to do so. At present, the room lacks an environmental monitoring system to notify someone if the conditions exceed acceptable operating conditions.

### **Site Conditions/Application Review**

At the request and permission of the Township, Secant has leveraged a one-time use of asset discovery software to assist in gathering information on the type and location of applications currently in use on Township computers (endpoints and servers). This information was then reviewed and evaluated for use in formulating recommended solutions.

Observations: While some of the more critical 3<sup>rd</sup> party applications such as industry specific non-Microsoft software facilitating roles of Property Tax Assessment, Emergency Response Services and more are installed on the existing Remote Desktop Services server, far more are uniquely installed on local computers.

Example: Multiple versions and components exist uniquely on Township endpoint computers of Apex Sketch, ArcGIS, BS&A, TurboVUi and more. Additionally, locally attached (non-networked) printers and scanners are far more prevalent than networked/shared versions across the environment. This level of reliance on local software operation and print services provides real obstacles to moving into a fully mobile Remote Desktop Services solution.

**Summary:** Township staff are currently self-managing versions of critical 3<sup>rd</sup> party applications and their components. This would work well in a Remote Desktop Services solution. There are far more unique 3<sup>rd</sup>

party applications and printer software installed on endpoint computers than within the existing Remote Desktop server (OSHTEMO-RDS1).

**Conclusion:** Township staff rely more on locally installed applications and printers than those currently available in the Remote Desktop Services environment. Requiring staff to adjust the way that they work would create business risk by moving to a full Remote Desktop Services environment.

### **Options for Consideration**

#### *Thick Client with Ethernet Virtual Connection (EVC)*

This solution leverages Secant's server and storage architecture inside the Secant Data Center. In addition, the server and storage architecture is replicated to our data center in Southfield. By adding a large pipe between the township and Secant, an EVC, the servers will benefit from the security, power and cooling redundancies, and hardened facility that the Secant Data Center provides. Leveraging the EVC will allow applications that require local install to the PC to be run while maintaining high bandwidth access to the server resources running at Secant.

#### *Thick Client (standard PC) with On-site Accelerator*

Under this solution, Secant provides the Township with a fully managed server that is backed up nightly to the Secant Data Center. Backup files are then replicated to our Southfield data center. Using this solution places the server as close to the PCs as possible but has limits to the physical security, power, and environmental conditioning present in the Township's server room.

#### *Remote Desktop Services in Cloud*

This solution leverages Secant's server and storage architecture inside the Secant Data Center. In addition, the server and storage architecture is replicated to our data center in Southfield. This solution does not require a large pipe connection between Secant and the township because it leverages the RDS service to limit the amount or required bandwidth between the sites. This solution also provides extreme portability and remote accessibility in that township employees can have secure access to the server environment from virtually any Internet connected compute device. This could provide flexibility in allowing workers to work from home, at a conference, or from an Internet hot spot as needed. This solution also relies upon the ability of any critical applications and printers to be compatible with the RDS environment. Not all printers and applications will be compatible.

*Considerations* - In our evaluation of site conditions and applications, we found the following applications which are untested by Secant within an RDS environment: ArcGIS, Apex Sketch, TurboVUI

### **Recommendations**

#### *Full Secant Business Cloud*

Provides dedicated, HA (high availability) computing platform based upon a very high performance, redundant server and storage architecture. The Secant data center is a hardened space with redundant



power, cooling, fire suppression and highly restricted physical access. For cost and licensing reasons, remote access through RDS is limited to 20 named users.

*Considerations* – For this solution to work best, based upon the findings of our site and applications analysis, an EVC should be procured through CTS Telecom. The costs associated with this circuit are \$685/month.

*Alternate Solution: On-site Accelerator* Provides local server accessibility without added bandwidth costs to connect to Secant. Remote access through RDS services is available. For cost and licensing reasons, remote access through RDS is limited to 20 named users.

*Considerations* – The environmental factors that impacted the recently failed server may continue to present challenges to the new On-site Accelerator though Secant will include an environmental monitoring solution with this option.



## Addendum to the **SECANT** Terms and Conditions for BusinessCLOUD (VPS) Services

This *Addendum to the SECANT Terms and Conditions for BusinessCLOUD VPS Services* (the "Addendum") is made and entered into between **SECANT TECHNOLOGIES** (hereafter referred to as "**SECANT**") of 6395 Technology Ave., Kalamazoo, MI 49009 and the **CLIENT**, (hereafter referred to as "**CLIENT**") as referenced in the Attachments SVPS-A and MCC-A (if applicable, utilized where circuits are provided as part of BusinessCLOUD Services) located at the address specified therein. These Addenda govern the services identified as Virtual Private Server ("**VPS**") with SaaS, Managed Communications Circuits, and all related services as defined in this document.

### **Qualification and Overriding Terms**

To qualify for this service, a fully executed copy of **SECANT Terms and Conditions** is required. **CLIENT** understands and agrees to be bound by the terms and conditions of the **SECANT Terms and Conditions**. This Addendum works in conjunction with, and requires that, the **CLIENT** have an executed copy of **SECANT Terms and Conditions** on file.

### **Term of Addendum**

The initial term of this Addendum is referenced in the Attachment SVPS-A. Addendum will renew automatically upon its anniversary, unless earlier terminated by either party in accordance herewith, for additional 12-month periods, subject to applicable rate changes. Rate changes, where applicable, will be published to **CLIENT** 60 days prior to service renewal. In the event of conflict between **SECANT Terms and Conditions** and the terms and conditions hereof, this Addendum shall control. For the interpretation of this Addendum: the terms "hereof," "hereto," "herefrom," "hereunder," "herewith," and "hereby" shall refer to this Addendum as a whole; the term "days" shall mean calendar days; and the conjunction "or" is not exclusive.

### **Commencement of Services**

**SECANT** agrees to make the services operational as soon as is practical after the parties have executed this Addendum. Contract term will commence upon verification core services are operational.

### **Description of Services**

**SECANT** shall provide to **CLIENT** (1) a reliable Virtual Private Server (VPS) environment that offers both performance and flexibility, (2) all related services described herein, and (3) any additional software or services described in Attachment SVPS-A (collectively, the "Services"). Operating System ("OS") and OS licensing is provided for the system configuration as described in Attachment SVPS-A, incorporated herein by this reference. VPS services will be accessible to the authorized **CLIENT** users and authorized **SECANT** support staff.

**SECANT** shall ensure that any **SECANT** subcontractor involved in the provision of services hereunder and any subcontractor of a **SECANT** subcontractor (each a "Subcontractor") complies with all relevant terms hereof, including provisions relating to **CLIENT** data and Confidential Information. Subcontracting shall not relieve **SECANT** of its representations, warranties or obligations hereunder. **SECANT** shall remain responsible and liable for any and all (1) performance required hereunder, including the proper supervision, coordination and performance of the Services, and (2) acts or omissions of each Subcontractor or such Subcontractor's employees or agents to the same extent as if such acts or omissions were by **SECANT**. Any noncompliance by a Subcontractor or its employees or agents with the provisions hereof will constitute a breach by **SECANT**. Prior to the provision of Services by any Subcontractor, **SECANT** shall obtain from such proposed Subcontractor a written confidentiality agreement giving **CLIENT** confidentiality protections at least equal to those granted hereunder.

### **Server Resource and Performance Parameters**

**SECANT** will provide VPS Service with SaaS with included server hosting with sufficient redundancy, recoverability, resources and bandwidth for **CLIENT** requirement(s) as specified herein and in Attachment SVPS-A.

#### **Bandwidth**

**SECANT** guarantees a Committed Information Rate (CIR) of 10 Mb/sec, to and from the VPS via the Internet unless otherwise specified in SVPS-A.

**Server Processing:** Server CPU will be current within the last 3 years and sufficient to support **CLIENT** applications identified in as specified in Attachment SVPS-A.

**Server Memory & Storage:** **SECANT** will provide fault-tolerant storage for **CLIENT** application software and data. Specific capacities as specified in Attachment SVPS-A.

### **Initial Server Build**

**SECANT** will perform the initial server build that includes allocation of server and bandwidth resources, installation of Operating System, and activation of server required to support applications as specified in Attachment SVPS-A. A **SECANT** engineer will review specifications for the server build and details will be outlined in a Scope of Work, which, subject to **CLIENT**'s review and approval, will be attached to this Addendum.



### Server Access and Privileges

An administrative user ID and password will be provided upon request to the **CLIENT** designated authorized user/administrator for the **CLIENT** VPS. **CLIENT** is required to notify **SECANT'S** Service Desk personnel through telephone at 269-375-8996 or email at support@secantcorp.com of authorized personnel changes to avoid interruption to monitoring and maintenance services.

### Server & SaaS Monitoring

**SECANT** will provide 24X7 monitoring of server performance and functions including bandwidth utilization, memory and CPU utilization, storage capacity, temperature, power and Internet connectivity, as well as other parameters **SECANT** deems necessary.

**SECANT** will provide 24x7 monitoring and alerting of VPS services as detailed in Attachment-SVPS-A. **SECANT** will provide system and security logging consistent with industry standards so as to enable a detailed investigation.

### Maintenance and Patch Administration

**Server Backup:** **SECANT** will perform a weekly machine-state backup of **CLIENT** VPS with which a restore can be performed in the unlikely event of a hardware failure. This is defined as a "Disaster Recovery Level Backup" of **CLIENT** server, intended for complete restore of **CLIENT'S** server, not individual file restore. The retention of this level of back up is only until the next successful back up is done.

**OS Patching:** **SECANT** will apply critical system patches and security updates to the software listed in the Attachment SVPS-A within a timeframe consistent with **CLIENT** identified directive in same. **CLIENT** is responsible for verifying compatibility between **CLIENT** application(s) that are outside the scope of the Attachment SVPS-A of this Addendum and assumes all responsibility for any incompatibility that may exist between **CLIENT** applications and OS updates/patches. **CLIENT** may engage **SECANT** to assist in resolving incompatibilities that arise from OS updates as a billable service.

**Unscheduled Patch and Update Maintenance:** **CLIENT** authorizes **SECANT** to perform Updates (1) upon reasonable prior notification, or (2) without prior notification whenever security concerns reasonably so require.

### Optional Service: Enhanced System Support

System administration is included as part of this enhanced support option. System administration tasks may include: requested changes to Microsoft features such as DNS/DHCP, add/remove Active Directory user accounts, user password resets, shared folder creation and the associated permissions, add/remove shared printer(s), modifications to security and/or Group Policies and minor software updates. Additionally, Client may request that Secant look into performance issues not identified by the included performance monitoring. Secant will provide best effort to resolve reported issues. In the event the issue cannot be resolved, we will contact the Client to recommend alternative resolution options.

### Offsite Backup Service

**Backup Service Description:** Included in the VPS Services; **SECANT**-provided Offsite Backup Service will provide a robust, high quality offsite backup service. **CLIENT** VPS data will be backed up as specified by **CLIENT** and detailed the Attachment SVPS-A\* and from which **CLIENT'S** backed-up data can be restored. The **CLIENT'S** backup data stored on the primary backup system will also be replicated to an independent secondary backup server at an alternate site.

*\*Where **CLIENT** specifications not provided, Data Center defaults will be set and selection parameters will be returned to client for review and approval with executed Addendum.*

**Backup Data:** **SECANT** will install Offsite-Backup Service onto **CLIENT** VPS and backup the required data on a pre-set schedule (nightly unless identified otherwise by **CLIENT**), attached hereto as Appendix A, which will run automatically and unattended. After installation and configuration, the Offsite Backup Service will backup **CLIENT'S** data to the offsite backup system. **CLIENT'S** backed up data is fully encrypted automatically in transport and at rest.

**Backup Restoration:** **SECANT** will restore **CLIENT'S** backed-up data promptly upon request by **CLIENT**, subject only to limitations of bandwidth, which shall not be less than 100 Mb/sec, and file size of the data requested to be restored. To facilitate on-line restoration, a web-interface allows both the **CLIENT** and **SECANT** Service Desk to see and select and restore files.

**Activity Reporting:** For each completed backup job, the Offsite Backup Service will send a report with a detailed listing of all files that have been backed up within the backup job to the **CLIENT** authorized contact as well as **SECANT** Service Desk. This report will show all unexpected errors encountered during the backup operation. If



any error has occurred during the backup operation, the **CLIENT** will be notified in a timely manner. In addition, if a scheduled backup job has not been run at the scheduled time, a missed job report will be sent to the **CLIENT'S** authorized contact as well as **SECANT** Service Desk via email to report this problem.

**Retention Models:** The Offsite Backup Service will provide data retention for a 365-day period or at **CLIENT'S** election, an alternate retention period specified in SPVS-A. A retention period is defined as the contiguous time frame in which **CLIENT** data file modifications will be stored by the Offsite Backup Service and during which a file or modified version of a file can be restored.

**Offsite Backup Volumes:** The identified data store volumes as detailed in Attachment SVPS-A are included in the core VPS service pricing. Back-up volume will increase automatically beyond included values as needed to accommodate **CLIENT** data to ensure complete and successful data backup. **CLIENT** may discuss with support team, as desired, strategies to mitigate storage increases by monitoring back-up reporting values and pruning stored files.

## Software

**Operating System:** **SECANT** is responsible for obtaining and maintaining valid software licenses for the Services, including all software as specified and provided in the Initial Server Build section of this document and listed in the Attachment SVPS-A of this Addendum.

**CLIENT Applications:** **CLIENT** is responsible for obtaining and maintaining valid software licenses for all application software and other utility software, except for software owned by **SECANT** and provided as part of identified services. **SECANT** hereby grants to **CLIENT** a nonexclusive license for the term hereof, which shall be royalty-free except for the payments expressly set forth herein or in Attachment SVPS-A, to access and use all **SECANT**-owned software provided as part of the Services as needed or useful for **CLIENT'S** business purposes. Anti-Virus Protection: **SECANT** shall at all times provide up-to-date Anti-Virus Protection and other information-security measures consistent with industry standards for hosted services on **CLIENT'S** VPS. **SECANT** is responsible for obtaining and maintaining valid software licenses and updates for Anti-Virus protection and other information-security measures.

**Optional Service: Application Support:** Technical support, which includes but is not limited to installation, configuration, patching, updating, compatibility and troubleshooting, for software applications or custom scripts are not included as part of the Services except as specified in Attachment SVPS-A. Support for applications outside those identified in Attachment SVPS-A of this Addendum will be provided as Additional Services on a time and materials and best effort basis.

## Maintenance & Security of Service Underlying Hardware

**Managed Firewall:** **SECANT** will provide and manage a packet inspection-based firewall at the **SECANT** Data Center unless otherwise specified in Attachment SVPS-A. Configuration of any **CLIENT** or **SECANT** firewall utilized for access to/through this VPS environment will be based upon the requirements specified in Attachment SVPS-A. **SECANT** will facilitate firewall configuration changes for VPS access at **CLIENT'S** request.

**Hardware Maintenance:** In accordance with Manufacturer's specifications, **SECANT** is responsible for providing routine maintenance and replacement of hardware components. In the event of hardware failure, **SECANT** will return **CLIENT** VPS to pre-failure conditions, utilizing weekly backup as specified in Initial Server Build section of this document and will return **CLIENT** applications specified in Attachment SVPS-A and their related data to the last recoverable state, either through a reboot or recovery from backup.

**Notice of Security Limitations:** **CLIENT** acknowledges that devices such as routers, firewalls, and proxy servers, etc., are only part of a secure environment. **SECANT** shall provide security measures against malicious activities that achieve reasonable protection consistent with industry standards for hosted services. **CLIENT** acknowledges that data loss or corruption can occur as a result of many actions or events outside **SECANT'S** reasonable control, including, but not limited to equipment failure, human error, security issues, malicious intent and all sources of power surges.

## CLIENT Responsibilities:

**CLIENT Site Requirements:** Site must provide a stable Internet connection with sufficient bandwidth to transport required data to and from VPS environment to avoid issues of VPN instability, and maintain Internet connectivity. **CLIENT** internal network and WAN configuration will affect connectivity to hosted VPS. **CLIENT** network issues beyond **SECANT'S** control may affect end user perceived VPS service quality, and assistance by **SECANT** technicians to resolve those issues will be billed as a separate service on a time and materials basis at prevailing rates.

**CLIENT Network Security:** Good security consists of many components including, but not limited to, control of physical access, network design, password protection and security audits. Security for the **CLIENT'S** physical facility and physical and virtual networks therein are the direct responsibility of the **CLIENT**.



**Password Protection:** CLIENT is responsible to take all steps reasonable, necessary and prudent to protect CLIENT login ID and password for access to CLIENT VPS.

**Security Review:** SECANT strongly recommends CLIENT perform a thorough review of all their security measures and procedures in addition to adhering to common sense safe computing practices.

CLIENT is required to notify SECANT'S Service Desk personnel (via 269-375-8996 or support@secantcorp.com) of authorized personnel changes to avoid interruption to monitoring and maintenance services.

**Ownership:** CLIENT shall warrant that it is the owner or licensee of its applications and data to be stored on the VPS and has authority to utilize said applications and data in accordance with the terms of this Addendum and laws and regulations of the United States.

### Service Level Agreement

**Monitoring:** SECANT will monitor services provided under this Addendum 24/7 and act upon notification of outages/disruption. SECANT will provide a proactive response to notification of outages/disruptions. Commencement of repairs will start within two (2) business hours during normal business hours which are Monday-Friday, 8am-5pm. Eastern Standard Time. Where notifications occur after business hours, SECANT will provide a best effort response not to exceed four (4) hours. SECANT will facilitate resolving the service outage by reporting to the CLIENT the nature of the problem and estimated time to resolve.

CLIENT may contact SECANT at any time to report an outage or disruption in service by calling 1-800-875-4222 or 269-375-8996. Where CLIENT calls to report a service outage outside normal business hours, the opportunity to leave a message and contact information in the After Hours Emergency Response Center mailbox will be available. Messages left in the Response Center mailbox will be responded to within 30 minutes.

### Additional Services

Moves, add or changes to the VPS configuration as described in this Addendum and unless otherwise stated, will be invoiced separately at prevailing rates. Additional support items beyond those described in this Addendum will be invoiced monthly at prevailing rates for actual services provided.

**Service Uptime:** SECANT guarantees to maintain an uptime ratio for VPS services in any particular month of 99.9%, excluding scheduled or emergency maintenance. Crucial services that are guaranteed for VPS environments are network connectivity and network operating system. In the event of a hosted services failure, SECANT will work to restore system data to the last good backup. Service and data restore is not synonymous with disaster recovery services. Assistance restoring system to pre-existing configuration can be schedule on a time and materials basis.

### Maintenance Definitions:

**Scheduled maintenance** means maintenance (1) performed outside Business hours with at least 2 hours advance notice to CLIENT; (2) otherwise authorized by CLIENT in advance.

**Emergency Maintenance** means maintenance performed outside of a Scheduled Maintenance period that, because of security or system-stability risks, would be imprudent to defer until a Scheduled Maintenance period. SECANT will notify CLIENT of such maintenance as far in advance as reasonably possible; however, SECANT may perform Emergency Maintenance without prior notification whenever security concerns reasonably so require.

**Resolution Time:** When a disruption of the Hosted Services occurs, SECANT will resolve the issue as soon as reasonably possible based on the priority level of the disruption. *A server level outage, any service outage affecting all users or those affecting the entire data center will receive the highest priority.*

**Billing Adjustments:** In the event that SECANT does not meet service uptime ratio as defined above, SECANT will make a billing adjustment equivalent to 1 day for each outage last more than 1 hours within a single day. The CLIENT's next invoice following the outage will reflect a prorated reduction in the monthly recurring charges. Billing adjustments shall not exceed CLIENT's monthly recurring charge as stated in Attachment SVPS-A.

### Confidentiality

"Confidential Information" means all a party's non-public information, whether or not expressly designated as confidential, and with regard to CLIENT includes all CLIENT data or information stored or processed by the Hosted Services. SECANT shall strictly maintain the confidentiality of all CLIENT Confidential Information. Neither party shall, without the prior written consent of the other party, disclose or use the Confidential Information of the other party during or after the term of this Addendum into perpetuity except as expressly permitted hereby. As between CLIENT and SECANT, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all CLIENT data, including all intellectual property rights relating thereto. SECANT shall not access or use and shall not permit others to access or use CLIENT data or systems without CLIENT's express prior written authorization.



## Terms of Payment

Recurring charges are pre-billed monthly 5 days ahead of service period and shall be due on the first day of said service period. Undisputed amounts due that have not been paid in full within **CLIENT** terms (as dictated by on file T&C Agreement) will be considered delinquent. Initial billing will include applicable installation fees, prorated first month service, and pre-bill for the second month service. Payment terms validated from the date on **SECANT**'s printed invoice. The Setup Fee will be billed as soon as services are operational. Where services are provided under an annual fee, **CLIENT** will be billed as soon as services are operational and identified as live. Where services are provided under a monthly recurring fee schedule, billing will commence as soon as services are operational and not earlier. No individual service shall be deemed operational until it complies in all material respects with the requirements hereof.

## Billing Dispute Resolution

Should **CLIENT** dispute any item on an invoice, **CLIENT** will pay the undisputed amount within their terms (as dictated by the T&C Agreement) and advise **SECANT** of the disputed item. **SECANT** and **CLIENT** will seek to resolve such disputes in good faith within 30 additional days from invoice date or in the next billing period in which it is practical to do so.

## Acceptable Use Policy

**CLIENT** assumes total responsibility and risk for **CLIENT**'s use of the Internet, and **CLIENT** accesses the Internet at its own risk. **SECANT** exercises no control over and has no responsibility whatsoever for the content accessible on the Internet or **CLIENT**'s actions taken on the Internet. **CLIENT**'s use of the Internet is subject to all the applicable local, state, national and international laws and regulations. The transmission of any material in violation of any United States or state regulations is prohibited. This includes, but is not limited to, copyright-infringing material, material legally judged threatening or obscene, trade secrets or other proprietary material not licensed or owned by **CLIENT** and that **CLIENT** is not otherwise permitted to transmit. **CLIENT** and **SECANT** agree to be bound by and comply with all laws and regulations, and all lawful policies and backbone carrier regulations relating to the Services.

## Warranties

**SECANT** warrants that it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet **SECANT**'s obligations hereunder. Otherwise, **SECANT** makes no warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose; *for example*, e-mail communications that are delayed, not delivered or missed as a result of service interruption. **SECANT** is responsible for ensuring the availability of contracted services as defined in the Attachment SVPS-A, and detailed in this Addendum. **SECANT** does not bear any responsibility for the content of your user activities while using our services. **SECANT** specifically disclaims any responsibility for the accuracy or quality of third-party information obtained through its services. *For example*, if **SECANT** hosts your website, **SECANT** bears no responsibility for the content posted on your website by your users or external sources. **SECANT** shall not be liable for any delay or failure of performance of any part of this Addendum to extent that such failure or delay is caused by the **CLIENT**, an event of force majeure, acts or omissions of vendors or suppliers including circuit provider, or failure of performance of network WAN, or other causes beyond **SECANT**'s reasonable control.

## Remedies and Limitations

**SECANT** shall maintain in force at all times during the term hereof a policy of insurance with coverage for general liability, technical errors and omissions, and privacy data breach at least equal to industry standards. **CLIENT** may request a copy of current coverage (COI) at will.

**CLIENT** understands that third-party telecommunication and/or network access services that are not under **SECANT**'s control may be temporarily unavailable for scheduled or unscheduled maintenance and for other reasons outside of the reasonable control of **SECANT**. **SECANT** shall not be liable for any such third-party errors, delays, interruptions in services or loss of information.

Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and each of the other party's affiliates, and each of the foregoing persons' respective officers, directors, employees, agents, contractors, successors and assigns, (each of the foregoing persons, an "Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") to the extent that such Action arises out of or results from the Indemnifying Party's breach hereof or action or omission in connection with the performance or nonperformance of any Services under this Agreement, including infringement, misappropriation or other violation of the intellectual property rights of a third party.



**Suspension of Services**

The **CLIENT** agrees that **SECANT** may suspend services without notice and without liability for any of the following reasons; **CLIENT** is in violation of the Acceptable Use Policy or **CLIENT** fails to cooperate in a reasonable investigation of a suspected Acceptable Use Policy violation. A malicious event for which **SECANT** reasonably believes that the suspension of services is necessary to protect its network, **CLIENT** servers or as requested by law enforcement or government agency.

**Termination of Addendum**

The **CLIENT** or **SECANT** may decline to renew this Addendum with written notification at least (60) sixty days prior to the end of the initial or renewal term. Cancellation at any other time will be subject to termination charges. **SECANT** may additionally terminate this Addendum without notice if **CLIENT** fails to pay for a provided service within sixty (60) days of the service being provided. Either party may terminate this Addendum with written notification in the event of a breach by either party of the terms of this Addendum, including Acceptable Use Policy violations. Early termination by the **CLIENT**, absent clear breach by **SECANT**, will result in forfeiture of all prepaid fees.

**Right to Cure**

From date of notification of intent to terminate Addendum:

- **BREACH: BOTH PARTIES**, will be allowed a period of 30 days from notification to resolve a breach.
- **FAILURE TO PAY: CLIENT** will be afforded 10 days from notification of intent to terminate services to resolve outstanding payment issues. Should a second notification to terminate due to failure to pay become necessary within 12 months of the first, the cure period will reduce to 5 days and no further cure will be extended for the duration of the Addendum.

**Acceptance**

This Addendum and the documents referenced herein or attached hereto are the entire agreement of the parties with regard to the subject matter thereof. No modification or change shall be valid unless in writing and signed by both parties.

**Authorized CLIENT Representative**

I agree that the staff, detailed in Attachments SVPS-A, and (if applicable) MCC-A, are authorized by **CLIENT**, and have the authority to speak for **CLIENT**, and to request and approve billable work performed by **SECANT**. I further acknowledge **CLIENT'S** responsibility to notify **SECANT** of any changes to staff requiring a change to our designated authorized **CLIENT** representatives.

**Signatures**

The signature of the designated representative signing below, are accepted in good faith by **SECANT** as an acknowledgement that this designee has the authority to execute this Addendum. By that signature, the designee affirms having read, and agrees to comply with the stated terms and conditions herein; and further acknowledges reading, understanding, and accepting **SECANT** Standard Terms and Conditions by signing below.

FOR CLIENT

FOR **SECANT TECHNOLOGIES, INC. "SECANT"**

SIGNATURE

SIGNATURE

Laura Irish

PRINT NAME

PRINT NAME

Operations Manager

TITLE

TITLE

DATE

DATE

**Attachment SVPS-A**

COMPANY NAME:		DATE CREATED:	
PHYSICAL ADDRESS:		ACCT #:	
CITY, STATE, ZIP		ACCOUNT REP:	
AUTHORIZED REPRESENTATIVES	EMAIL ADDRESS	DIRECT PHONE	CELL PHONE
			CONTACT
			PRIMARY TECHNICAL
			SECONDARY TECHNICAL
LENGTH OF TERM:	TERM START:	TERM END:	REF NUMBER:
			*LIVE DATE:

*All BusinessCLOUD Servers are supported with Endpoint Protection,, Patch Management and Performance Monitoring*

ITEM #1	#USERS / PROC / CPU OR VOLUME	ITEM #2	#USERS / PROC / CPU OR VOLUME

INSTALLATION FEE:	RECURRING FEE:	INSTALLATION FEE: :	RECURRING FEE:
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ITEM #3	#USERS / PROC / CPU OR VOLUME	ITEM #4	#USERS / PROC / CPU OR VOLUME

INSTALLATION FEE:	RECURRING FEE:	INSTALLATION FEE: :	RECURRING FEE:
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ITEM #5	#USERS / PROC / CPU OR VOLUME	ITEM #6	#USERS / PROC / CPU OR VOLUME

INSTALLATION FEE:	RECURRING FEE:	INSTALLATION FEE: :	RECURRING FEE:
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ITEM #7	#USERS / PROC / CPU OR VOLUME	Details of Additional Services	UNIT	RECURRING FEES

INSTALLATION FEE:	RECURRING FEE:		
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MEMO: <b>Minimum</b> early termination fee is equivalent to full payment of current month of service plus 1.5 times the client's current total monthly recurring charges for services provided under the BusinessCLOUD Services Addendum as they exist at the time of termination. Additional fees may apply for multi-year contracts where set up fee was partially or fully waived, and/or distributed into the long-term contract fees.	TOTAL OF ALL MONTHLY RECURRING FEES:	<b>\$ 0.00</b>
	TOTAL OF ALL INSTALLATION FEES:	<b>\$ 0.00</b>

**THE SECTIONS ON PAGE 2 MUST BE COMPLETED IN ORDER TO PROPERLY AND FULLY SUPPORT THIS CLIENTS SERVICES UNDER THIS AGREEMENT**









6395 Technology Ave., Kalamazoo, MI 49009  
 269-375-8996 Fax: 269-375-4222  
 secantcorp.com

Quote: DC-43502.589  
 Quote Date: 2/6/19  
 Contract Term: 36 Month  
 Rep Name: J Minich  
 Account: OSHT2636

Company Name: Oshtemo Charter Township

Address: 7275 W. Main Street Kalamazoo, MI 49009

Qty	Item	Description					Monthly Fee	One-time Fee		
1	FIBER-EVC	<b>CTS Fiber Connectivity Service</b> 100Mb   100Mb   Down/Up Bandwidth <i>Information provided, not included in quote total.</i>					\$ 685.00	N/C		
<i>Quoted/billed directly by CTS</i>										
1	XCON3PE	<b>BusinessCloud Co-location Services</b> X-Connect   Includes   Third Party Carrier cross-connect via copper (to rack)					\$ 200.00	\$ 200.00		
1	DOMAIN	<b>SecantNET Managed Domain and DNS Service</b> & DNS   Mgmt. Includes   Domain Management and DNS Hosting Private domain registration reduces SPAM Modifications of associated domains/records.					\$ -	<i>Existing Service</i>		
<i>Included with BusinessCloud</i>										
1	SERVER(S)	<b>BusinessCloud AD/File/Print Services</b> AD/File/Print   Services   Virtual Windows Active Directory, File and Print Includes   STOR   Offsite Backup w/ 1 Year retention, Volume = to Data					\$ 950.00	\$ 1,500.00		
		<b>Per Server</b>	<b>Included</b>	<b>Add</b>	<b>x Svrs</b>	<b>Total</b>			<b>Add</b>	
		Add'l GB	Data	0	1300	1			1300	1300
		Additional	vCore	1	0	1			1	0
		Additional	vRam	4	0	1			4	0
		Add'l GB	vHD/STOR	1300	0	Shared			1300	0
		Additional	Support	Enhanced System Support (1=YES, 0=NO)				1		
1	SERVER(S)	<b>BusinessCloud SQL Database Services (BS&amp;A/LASERFICHE)</b> SQL   Services   Virtual Windows SQL Server Includes   STOR   Offsite Backup w/ 1 Year retention, Volume = to Data Client   App   Client to provide any third party licensing & media					\$ 995.00	\$ 1,500.00		
		<b>Per Server</b>	<b>Included</b>	<b>Add</b>	<b>x Svrs</b>	<b>Total</b>			<b>Add</b>	
		Add'l GB	Data	0	600	1			600	600
		Additional	vCore	1	3	1			4	3
		Additional	SQL*	4	0	1			4	0
		Additional	vRam	4	12	1			16	12
		Add'l GB	vHD/STOR	600	0	Shared			600	0
		Additional	Support	Enhanced System Support (1=YES, 0=NO)				0		
		<b>*SQL requires 4 vCore licensing minimum.</b>								
1	SERVER(S)	<b>BusinessCloud Remote Desktop Services</b> RDS   Services   Virtual Windows Remote Desktop Services Server Client   App   No Back Up Services included for this server Client to provide any third party licensing & media					\$ 486.00	\$ 1,500.00		
		<b>Per Server</b>	<b>Included</b>	<b>Add</b>	<b>x Svrs</b>	<b>Total</b>			<b>Add</b>	
		Add'l GB	Data	0	30	1			30	30
		Additional	vCore	1	3	1			4	3
		Additional	vRam	4	12	1			16	12
		Additional	Users	0	20	Shared			20	20
		Additional	Office CSP	0	0	Shared	0	0		



		Office 365 (CSP) Services		COMMERCIAL LICENSING						
1	OFFICE-CSP	Microsoft	Services	Microsoft Office 365 Service Plans, with Best of Breed Safety & Secure/Compliance Enhancements from Secant						
		<b>Microsoft CSP Apps</b>		<b>Included</b>	<b>Add</b>	<b>x Users</b>	<b>Total</b>	<b>Unit Price</b>		
	Exchange Online	Exchange	Online 1	0	0	Per User	0	\$ 4.00	\$ -	
		Exchange	Online 2	0	0	Per User	0	\$ 8.00	\$ -	
	Office 365 for Business	Business	Business	0	0	Per User	0	\$ 8.30	\$ -	
		Business	Essentials	0	0	Per User	0	\$ 5.00	\$ -	
		Business	Premium	0	0	Per User	0	\$ 12.50	\$ -	
	Office 365 for Enterprise	Enterprise	Pro Plus	0	0	Per User	0	\$ 12.00	\$ -	
		Enterprise	E1	0	0	Per User	0	\$ 8.00	\$ -	
		Enterprise	E3	0	80	Per User	80	\$ 18.00	\$ 1,440.00	
		Enterprise	E5	0	0	Per User	0	\$ 35.00	\$ -	
	Secant Enhancement Bundle Base Pkg.	<b>Safety Bundle</b>		0	0	Per User	0	\$ 10.00	\$ -	
		Enhanced Support		0	0	Per User	0	\$ 5.00	\$ -	
		Email Defender		0	80	Per User	80	\$ 2.00	\$ 160.00	
		Email Backup		0	80	Per User	80	\$ 4.00	\$ 320.00	
	Secant Enhancement Add-on to Safety Bundle	<b>Secure/Compliance Add-on</b>		0	0	Per User	0	\$ 14.00	\$ -	
		Email Compliance Archive		0	0	Per User	0	\$ 5.00	\$ -	
		Email Encryption		0	0	Per User	0	\$ 7.00	\$ -	
		Two-Factor Authentication		0	0	Per User	0	\$ 3.00	\$ -	
			<b>Note:</b>	<b>Office Pro Plus, E3, or E5 required for use with RDS.</b>						
		<b>Note:</b>	Office Business and Pro Plus do not include Exchange.							
		<b>Note:</b>	Office Essentials and E1 are web only (no local install).							
		<b>Note:</b>	Office Business, Essentials, and Premium 300 user max.							
		<b>Note:</b>	If this is an Office 365 take-over, official date is required.							
1	LOB	<b>BusinessCloud Line of Business Application and Uplift (where applicable)</b>								
		LoB	Uplift	General support is included for the approved Line of Business application(s) listed below (as indicated)						
		Prior to turning up support, Secant will perform a technical survey of the environment which may effect BusinessCloud resource allocation and/or Line of Business application uplift costs							\$ -	\$ -
		<b>1 = Yes Place a 1 in the box left of application to be supported.</b>								
		0	BS&A		BS&A/SCPro					
		0	Laserfiche		Laserfiche					
1	BW50MB	<b>Connectivity Services for Connection to the BusinessCloud</b>								
		Bandwidth	Includes	50Mb/50Mb of blended internet bandwidth				\$ 125.00	\$ 125.00	
		Note:	Bandwidth includes /29 Subnet, 8 Static IP addresses.							
<p><b>Important Note: These new services eliminate the following contracted services; SecantSTOR (2.1TB) @ \$612/month, Domain Management (2 domains) @ \$20/month, and SPAM Prevention Service (up to 50 email users) @ \$105/month, for a total reduction in current billing of \$737/month.</b></p>										
<b>50% discount applied to One-Time Fee with 3 year contract</b>							Quote valid for 30 days	\$ 4,676.00	\$ 3,372.50	
Quote accepted by: _____							Date: _____	Monthly Fee	One-Time Fee	



# Memorandum

To: Oshtemo Township Board  
From: Rick Everett  
Date: February 8, 2019  
Subject: Server Room HVAC



**Server Room HVAC Control** After the most recent server room HVAC evaluations and in light of the IT committee's recommendation of sourcing the servers for the township off site, the BTU load of the room and necessity of close control of the climate appears to be decreased.

**Evaluation** The current configuration consists of a wall mounted ductless HVAC unit which is a heat pump design. It shares another wall mounted unit in the IT room (formerly a dispatch room). The main unit was repaired and now is back in service.

For redundancy we have a roll around 12,000 BTU air conditioning unit. And then at the outset we have utilized an open door with a box fan.

**Upgrade and Systems Evaluations** As our present HVAC will probably be sufficient for the reduced BTU load any upgrades to the systems will be placed on hold in light of future needs or changes to the room configuration. As the server room will still contain electronics, I feel that it is still necessary to remotely monitor the temperature to alert for any system failures. Also to upgrade the mezzanine access for the current systems that need monitoring and to facilitate any future upgrades requiring utilization of that area.

**Board Consideration** A temperature monitoring unit cost of \$400.00; and an attic ladder installation approximately \$1,000.00 for a preliminary project cost estimate of \$1,400.00. These items could be covered by the current budget dependent on system failures for the remainder of 2019.

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