

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

January 24, 2023

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING
6:00 P.M.
AGENDA

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

WORK SESSION ITEMS

3. Discussion on Oshtemo Organizational Review (Continued)
4. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

5. Pledge of Allegiance
6. Public Comment on Non-Regular Session Items
7. Consent Agenda
 - a. Approve Minutes – January 10th, 2023, Regular Meeting
 - b. Second Reading - Zoning Ordinance Amendments (Ordinance No. 647) including amendments to:
 - (1) Article 69 - Variance Duration and Clarification of the Zoning Board of Appeal's Duties and Operational Procedures
 - (2) Compliance with Public Act 106 & Other Clean Up
 - (a) Article 2, Section 2.20 - Definitions
 - (b) All Residential District Articles - Add Qualified Residential Treatment Program (QRTP) as a Permitted Use
 - c. Job Descriptions – Parks Director, Zoning Administrator Amendments
 - d. KATS Contributed Services Agreement
 - e. Purchase – Fire Department - Extrication Tools
 - f. Rename Grange Hall to Grange Hall Park
8. Consideration of Fire Station Two Solar Panel Installation Project
9. Discussion on Sanitary Sewer Expansion Projects
10. Consideration of Engineering Consultant Contract Amendment for Phase 2 Sanitary Sewer Expansion
11. Consideration of Water Connection Fees
12. Discussion with DDA on Atlantic Avenue Road Extension Project
13. Consideration of Board Policy
 - a. Lost or Expired Payment
 - b. Board Meetings
14. Consideration of Election Pay
15. Public Comment
16. Board Member Comments
17. Adjournment

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

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

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

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

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

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

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

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

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8:00 a.m. – 5:00 p.m., and on Friday, 8:00 a.m. – 1:00 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Libby Heiny-Cogswell	216-5220	libbyhc@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Clare Buszka	216-5260	cbuszka@oshtemo.org
<u>Trustees</u>		
Cheri Bell	372-2275	cbell@oshtemo.org
Kristin Cole	375-4260	kcole@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Kizzy Bradford	375-4260	kbradford@oshtemo.org

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

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

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

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

To join the conference by phone:

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

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



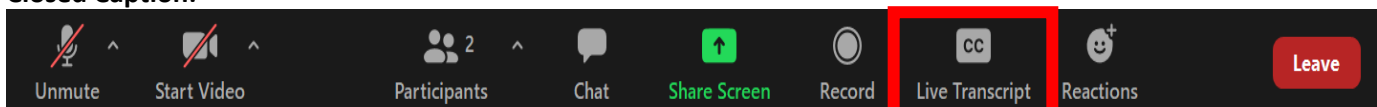
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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

MEMORANDUM



Date: January 18, 2023
To: Township Board
From: James Porter *[Signature]*
Subject: Final Adoption Ordinance 647

OBJECTIVE:

TO ACCEPT ORDINANCE 647 FOR FINAL READING AND ADOPTION

BACKGROUND:

THE BOARD ACCEPTED ORDINANCE 647, FOR FIRST READING, AT ITS MEETING ON JANUARY 10, 2023. THIS WILL AMEND ZONING ORDINANCE SECTION 69 BOARD OF APPEALS, ARTICLE 2 DEFINITIONS, AND ADDED QUALIFIED RESIDENTIAL TREATMENT PROGRAMS TO ALL RESIDENTIAL ZONING.

INFORMATION PROVIDED:

ATTACHED IS THE RECOMMENDATION FROM THE PLANNING COMMISSION, SIGNED BY THE PLANNING DIRECTOR, ALONG WITH THE REDLINED VERSION OF THE PROPOSED ZONING TEXT AMENDMENTS, AND FINAL DRAFT OF ORDINANCE 647.

STATEMENT OF REQUESTED BOARD ACTION:

ADOPT ORDINANCE 647

PROPOSED MOTION:

I MOVED TO ADOPT ORDINANCE 647 AS SUBMITTED.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. 647

Adopted:

Effective:

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, Article 69: ZONING BOARD OF APPEALS. 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 ARTICLE 69: ZONING BOARD OF APPEALS is hereby amended to read as follows:

ARTICLE 69 – ZONING BOARD OF APPEALS

69.10 STATEMENT OF PURPOSE

Oshtemo Charter Township establishes this zoning ordinance, as permitted by the Michigan Zoning Enabling Act (Act 110 of 2006, MCL 125.3101, et seq., as amended), to create a Zoning Board of Appeals and to provide for the membership thereof.

69.20 APPOINTMENT; MEMBERS; CONDUCT OF BUSINESS

A. Creation, Appointment, and Removal. A Township Zoning Board of Appeals shall be appointed by a majority vote of the members of the Township Board as prescribed by the Michigan Zoning Enabling Act. The Zoning Board of Appeals shall be empowered with all the authority prescribed by law, or delegated to it, under specific provisions of this Ordinance. The Township Board shall establish rules to govern the procedures of the Zoning Board of Appeals in accordance with state law. The Township Board may remove members from the Zoning Board of Appeals as allowed under the Zoning Enabling Act, or the Zoning Board of Appeals' rules of procedure.

B. Members. The Zoning Board of Appeals shall consist of five (5) regular members and may include the appointment of two (2) alternate members to serve as voting members in the absence of a regular member, or when a conflict of interest prevents a regular member from voting. One (1) member of the Zoning Board of Appeals shall be a member of the Township's Planning Commission; the remaining members shall be appointed in accordance with the requirements of the Michigan Zoning Enabling Act and may include one (1) member who is a member of the

Township Board (provided that such member shall not serve as Chairperson). No employee, or contractor, of the Township may serve as a member of the Zoning Board of Appeals (except to the extent that a member of the Township Board is considered to be an “employee” of the Township).

C. Conduct of Business. The Zoning Board of Appeals shall conduct meetings in accordance with the requirements of the Michigan Open Meetings Act and the Michigan Zoning Enabling Act, and shall not conduct business unless a majority of the members are present. Where an alternate member has been appointed, they shall continue to serve on that matter until a final decision is made, and shall have the same voting rights as a regular member.

69.30 TERM OF OFFICE

The term of each member shall be three (3) years (except for those members appointed based on their membership on the Planning Commission and/or Township Board, which term is limited to their service thereon). Vacancies shall be filled for the remainder of the unexpired term. Successors must be appointed not more than one (1) month after the term of the preceding member has expired. Initial appointment of terms shall include staggering so that one (1) or more of the first appointed members shall serve for less than three (3) years.

69.40 CONFLICT OF INTEREST

Members shall disqualify themselves from a vote in which they have a conflict of interest. A member of the Zoning Board of Appeals who is also a member of the Planning Commission, or Township Board shall not participate in a public hearing, or vote, on the same matter that they voted on as a member of the Planning Commission or Township Board. However, such member may consider and vote on other unrelated matters involving the same property.

69.50 VARIANCE AND APPEALS

A. Appeals. The Zoning Board of Appeals is empowered to hear appeals of administrative decisions, to interpret the Township’s Zoning Ordinance, and to grant variances as provided herein.

B. Granting of Variance(s). Except as provided for elsewhere in the Township’s Zoning Ordinance, the Zoning Board of Appeals is hereby given the right to:

1. Grant nonuse variances relating to the construction, structural changes, or alteration of Buildings or Structures related to dimensional requirements of the zoning ordinance or to any other nonuse-related standard in the ordinance.
2. Grant a nonuse variance from the Township’s Zoning Ordinance where there are practical difficulties which inhibit strict compliance with the Township’s Zoning Ordinance and where, in the opinion of the Zoning Board of Appeals, the spirit of the foregoing provisions is still observed, public safety, health, and welfare secured, and substantial justice thereby accomplished.
3. Attach conditions and limitations when granting a variance as deemed necessary to further the public health, safety, and general welfare of the Township (e.g., time limits or to require the conveyance or dedication to the public of a 66-foot wide right-of-way for

ingress or egress to and from interior land having otherwise insufficient or inadequate public access for normal, proper and logical development).

C. Duration of Nonuse Variance(s) Approval. A non-use variance, once granted, runs with the land in perpetuity for the property as it existed when the variance was granted (i.e., prior to any land combination, division, or rezoning). A nonuse variance cannot be transferred to another property, site, or parcel. The Zoning Board of Appeals shall not approve a variance on the condition that the property, site, or parcel remain owned by a particular individual or entity.

A nonuse variance shall expire, and shall be automatically deemed null and void, if any of the conditions occur following its approval by the Zoning Board of Appeals:

1. No development activity under the nonuse variance is commenced within one (1) year of the date of approval.
2. If the Township determines and/or establishes by competent, material, and substantial evidence that the applicant is not complying with any attached conditions of the nonuse variance.
3. The Building, Structure, or Sign for which the nonuse variance was granted is, for any reason, removed or destroyed and not replaced for a period greater than twelve (12) months.
4. The property is modified in a way that impacts the condition for which the variance was granted (i.e., any land combination, division, or rezoning).

Where circumstances beyond the control of the applicant result in a failure to implement the granted nonuse variance, or the attached conditions, prior to the expiration of a one (1) year period from the original approval date, the applicant may request a onetime extension. An extension request must: (a) be received by the Planning Department at least thirty (30) days prior to the original expiration date of the nonuse variance, and (b) be requested in writing. Such onetime extension, if granted, shall not exceed twelve (12) calendar months from the original expiration date. The Planning Director shall have the discretion to forward any extension request submitted for administrative approval to the Zoning Board of Appeals for final determination. If administrative approval of the extension request is denied, the applicant may appeal the decision to the Zoning Board of Appeals.

69.60 RIGHT TO APPEAL ZONING BOARD OF APPEALS DECISION.

Any party aggrieved by a decision of the Township's Zoning Board of Appeals may appeal such decision to the Circuit Court for Kalamazoo County in accordance with the Michigan Zoning Enabling Act.

SECTION II. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE TWO
TITLE DEFINITIONS: to add the definition of Qualified Residential Treatment Program (Q RTP) and to add Qualified Residential Treatment Programs as a

permitted use in the following districts- AG, RR, R1, R2, R3, R4, R5 and RC.

The definition of Qualified Residential Treatment Program shall be as defined by chapter 722 of the Michigan bylaws governing child welfare organizations.

SECTION III. AMENDMENT OF ZONING ORDINANCE COMPILED ARTICLE TWO
TITLE DEFINITIONS: is hereby amended to add or revise the following definitions:

2.20 DEFINITIONS

The following terms shall have the following meanings where used in the within Ordinance:

Accessory building - A building or portion of a building subordinate to and on the same lot, parcel, or building site as a principal building, and occupied by or devoted exclusively to an accessory use including, but not limited to, a private garage.

Accessory use - A use of a building, lot, parcel, building site, or portion(s) of same which is customarily incidental and subordinate to the principal use of the principal building or of the lot, parcel, or building site.

Adult Care Center - a non-residential facility, properly registered or licensed with the State, that supports the health, nutritional, social, and daily living needs of adults in a professionally staffed group setting for periods less than 24 hours a day. These facilities typically provide adults with transitional care and shortterm rehabilitation following hospital discharge.

Adult Foster Care Facility - a State certified facility housing at least one but not more than four adults that receive benefits from community mental health service programs. Shall not be signed.

Adult Foster Care Large Group Home - a State certified facility hosting at least thirteen but not more than 20 adults that receive benefits from community mental health service programs.

Adult Foster Care Small Group Home - a State certified facility hosting at least three but not more than 12 adults that receive benefits from community mental health service programs.

Agribusiness - Any business catering exclusively to agricultural production, which may include, but is not limited to, supplying services or goods (such as feed or supplies) to producers of marketable agricultural products like greenhouses, nurseries, and farm cooperatives.

Agriculture - The science, art, or occupation of cultivating land, raising crops, and feeding, breeding, and raising livestock.

Agriculture building - A structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products and that is clearly accessory to the agricultural activity on site.

Agriculture operation - The production, harvesting, and storage of farm products including the land, plants, animals, buildings, structures, ponds, machinery, equipment, and other appurtenances used in the production of farm goods as a source of income.

Agricultural products - Includes but is not limited to, crops (corn, wheat, hay, potatoes); fruit (apples,

floriculture; herbs; forestry; husbandry; livestock and livestock products (cattle, sheep, hogs, horses, poultry, ostriches, emus, farmed deer, farmed buffalo, milk, eggs, and fur, etc.); aquaculture products (fish, fish products, water plants and shellfish); horticultural specialties (nursery stock, ornamental shrubs, flowers and Christmas trees); maple sap, etc.

Agricultural special event (Agritourism Category 2) - A planned and organized education, entertainment, or recreation occasion or activity that brings the public to the agricultural operation, whether or not the participant paid to take part in the special event, provided said event is solely provided by the agritourism property owner.

Agriculturally related products - Items sold at a farm to attract customers and promote the sale of agricultural products. Such items include, but are not limited to, all agricultural and horticultural products, animal feed, baked goods, ice cream and ice cream-based desserts and beverages, jams, honey, food stuffs, and other items promoting the farm and on-site production.

Agriculturally related uses - Those activities that predominantly use agricultural products, buildings or equipment, such as pony rides, corn mazes, pumpkin rolling, sleigh/hay rides, and educational events, such as farming and food preserving classes, etc.

Agritourism - An agriculturally based operation or activity that brings public to a working farm for the purpose of enjoyment, education, or active involvement in the farm operation. Agritourism enterprises are further classified as follows:

- a. Agritourism, Category 1: An agritourism enterprise limited to u-pick fruits and vegetable operations, direct on-farm product sales, and farm markets.
- b. Agritourism, Category 2: An agritourism enterprise that includes education, entertainment, agricultural related uses and products, and limited non-agricultural related uses and products including: educational tours; historical agricultural exhibits; educational classes, lectures and seminars; petting farms, animal display and pony rides; outdoor mazes of agricultural origin, such as straw bales or corn; wagon, sleigh and hayrides; nature trails; outdoor picnic areas; and, other similar uses.
- c. Agritourism, Category 3: An agritourism enterprise that utilizes the rural character or agricultural buildings on site for nonresidential special events or activities, including: educational tours, classes, lectures, and seminars; celebratory gatherings such as weddings; retail events such as farm markets, barn markets, and agricultural sales; day camps; and, other similar special events or activities.

Assembly and Convention Hall - A room or building for the purpose of hosting a party, banquet, wedding, or any other social or business event. Assembly and Convention Halls can also be called meeting rooms, function halls, reception halls, or banquet halls.

Assisted living facility - A residential facility that provides residents with meals and assistance with daily activities, such as dressing, grooming, bathing, etc.

Auto Service- Facilities in which the primary service is the repair and maintenance of motor vehicles. Includes a business or premise that mechanically repairs automobiles (including replacement of parts and where oils and other vehicle fluids are drained or replaced), where tires, gas tanks, radiators or other similar items are replaced or repaired; a facility where the repair, rental, and maintenance of automobiles and trucks (including, but not limited to, the following: body shops, transmission shops, lube and emissions centers, tire stores, car washes (as a primary use), public garages, service stations, auto glass shops, and car rental businesses). Does not include Filling Station.

Awning - A shelter projecting from and supported by the exterior wall of a building constructed of nonrigid materials on a supporting framework. (Compare with "Marquee").

Bed and breakfast inn - A private residence that offers sleeping accommodations to lodgers on a temporary basis in the innkeeper's residence in which the innkeeper resides while renting the rooms to lodgers and serves meals at no extra cost to its lodgers.

Brewpub - A facility licensed as a brewpub by the Michigan Liquor Control Commission and satisfying the requirements of such license that manufactures and sells beer for consumption on the premises or for take-out in addition to providing restaurant services.

Building - A structure having one or more stories and a roof designed primarily for the shelter, support or enclosure of persons, animals or property of any kind.

Building Site - A portion of a Lot or Parcel which is a two-dimensional condominium unit of land (i.e., envelope, footprint), along with any and all limited or general common elements designed for the construction of a principal condominium building in addition to accessory condominium buildings. All building sites shall have access to a public street or road.

Building official - The designated agency of the Township appointed to administer and enforce the State Construction Code, pursuant to Public Act 230 of 1972, as thereafter amended.

Cemetery - One or a combination of more than one of the following:

- a. A burial ground for earth interments.
- b. A mausoleum for crypt entombments.
- c. A crematory for the cremation of human remains.
- d. A columbarium for the deposit of cremated remains.

Child Care Center - A facility, other than a Private Home, properly registered or licensed under 1973 Public Act 116, as amended, receiving one (1) or more children for periods of less than twenty-four hours (24) a day, and where the parents or guardians are not immediately available to the child. Child Care Center includes a facility that provides care for not less than two (2) consecutive weeks per year. The facility is generally described as a child care center, day care center, day nursery, play group, or drop-in center. Child care center does not include any of the following:

- a. A Sunday school, a vacation bible school, or a religious instruction class that is conducted by a religious organization where children are in attendance for not more than three (3) hours per day for an indefinite period, or not more than eight (8) hours per day for a period not to exceed four (4) weeks during a two (2) month period.
- b. A facility operated by a religious organization where children are cared for not more than three hours while persons responsible for the children are attending religious services.

Child Caring Institution - A State certified care facility which allows more than four, but less than 13 minor children on a 24-hour basis.

Clear cutting - The act of removal of most or all trees in a wooded area.

Commercial Center - A commercial building designed for multiple occupancy within which any use permitted in the "C" Local Business District Zoning classification may be located. A change in occupancy of an individual suite within a Commercial Center does not constitute a "change in use."

Common elements - The portions of a condominium project other than the condominium units.

A. General common elements - The common elements of a condominium project other than the

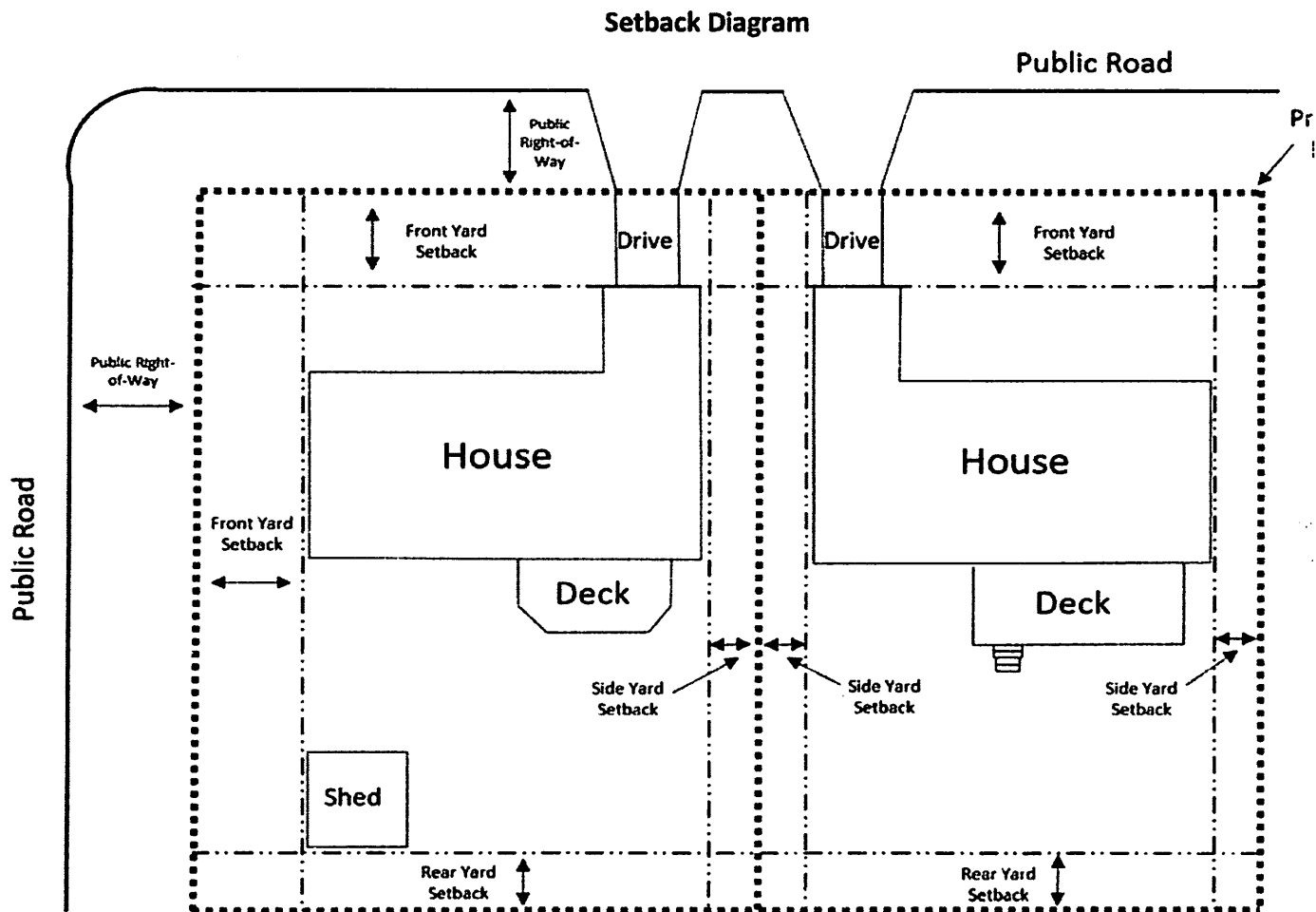
limited common elements.

- B. Limited common elements - The portion(s) of the common elements reserved in the master deed of a condominium project for the exclusive use of less than all the owners of condominium units in the project.

Condominium project - A development plan or project consisting of not less than two condominium units established in conformance with, and pursuant to, the Condominium Act, Act No. 59 of the Public Acts of 1978, as amended.

Condominium unit - That portion of a condominium project designed and intended for separate ownership and use, as described in the master deed of the project, regardless of whether it is intended for residential, office, industrial, business, recreational, or any other type of use approved by the Michigan Department of Commerce for such projects.

Corner Lot - A Lot, Parcel, Building Site located at the intersection of two (2) or more Streets resulting in a frontage on two (2) Streets, such that it has a Front Street Frontage and a Side Street Frontage. For the purpose of determining Setbacks, a Corner Lot shall have two front yards, as depicted in the image below:



Frontage, Front Street - A corner Lot has a Front Street and a Side Street Frontage, with the Front Street Frontage being the frontage onto which the front of the building faces.

Frontage, Side Street - A corner Lot has a Front Street and a Side Street Frontage, with the Side Street Frontage being the frontage onto which the side of the building faces.

Craft food and beverage production facility - A facility engaged in the on-site, small-scale production of food and beverages with limited to no external effects on adjacent properties, generally involving an on-site retail sales component. Typical examples include bakeries, microbreweries, wineries, or other cottage food operations.

Crematory - A building or structure within which the remains of deceased persons are or are intended to be cremated.

Dwelling, single-family - A detached building containing one dwelling unit.

Dwelling, two-family - A detached building containing two separate dwelling units. **Dwelling, three-family** - A detached building containing three separate dwelling units. **Dwelling, four-family** - A detached building containing four separate dwelling units.

Dwelling, multiple-family - A building containing five or more separate dwelling units.

Dwelling unit - A building or portion thereof designed for occupancy by one family for residential purposes, having cooking, sleeping, and sanitary facilities.

Elderly/retirement housing - A residential complex, not single-family, designed for independent living and principally occupied by senior citizens. Such facilities exclude institutional care such as medical or nursing care. (See "nursing home" and "assisted living facility.")

Essential services - The term "essential services" means the erection, construction, alteration, or maintenance by public utilities or township departments or commissions of underground or overhead gas, electrical, steam or water transmissions or distribution systems, collections, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers, telephone exchange and/or repeater buildings, electric substations and substation buildings, gas regulator stations and regulator buildings and other similar equipment and accessories in connection therewith (but not including any buildings EXCEPT THOSE EXPRESSLY REFERRED TO HEREIN) reasonably necessary for the furnishing of adequate service by such public utilities or township departments or commissions or for the public health or safety or general welfare.

Family.

- a. "Traditional Family" shall mean:
 - i. One person; or
 - ii. Up to two unrelated persons; or
 - iii. Where two or more persons reside in a dwelling unit, persons classified as constituting a Family shall be limited to husband, wife, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, aunt, uncle, stepchildren, legally adopted children, foster children, legal wards, or any combination of the above persons living together in a single dwelling unit.

Anyone seeking the rights and privileges afforded a member of a Traditional Family by this ordinance shall have the burden of proof by clear and convincing evidence of their family relationship.

- b. As herein defined, a "Functional Family" shall be given the same rights and privileges and shall have the same duties and responsibilities as a Family, as defined herein for the purposes of construing and interpreting the Zoning Ordinance. "Functional Family" shall mean a collective number of individuals, including religious orders, living together in one dwelling unit whose relationship is of a regular and permanent nature and having a distinct domestic character or a demonstrable and recognizable bond where each party is responsible for the basic material needs of the other and all are living and cooking as a single housekeeping unit.

This definition shall not include any of the following:

- i. A society, club, fraternity, sorority, association, lodge, combine, federation, group, coterie, or organization.
- ii. A group of individuals whose association is temporary or seasonal in character or nature or for the limited duration of their education.
- iii. A group whose sharing of a dwelling unit is not to function as a family, but merely for convenience and economics.

Any person seeking the rights and privileges afforded a member of a Functional Family by this ordinance shall have the burden of proof by clear and convincing evidence of each of the elements of a functional family.

Family Child Care Home - A Private Home properly registered or licensed under 1973 Public Act 116, as amended, in which one (1) but fewer than seven (7) minor children (or nine (9) children with increased capacity as defined and permitted by Public Act 106 of 2022) are received for care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the household by blood, marriage or adoption. A Family Child Care Home includes a home in which care is given to an unrelated minor child for more than four (4) weeks during a calendar year. A Family Child Care Home does not include an individual providing babysitting services for another individual (as defined by 1973 Public Act 116).

Farm Market - The sale of agricultural products directly to the consumer from a site on a working farm or any agricultural, horticultural or agribusiness operation or agricultural land. This definition includes farm stands and roadside stands.

Fence - An artificially constructed barrier of any material or combination of materials, but not including hedges, shrubs, trees, or other natural growth, erected to enclose, screen or separate areas of land.

Filling station - A facility limited to retail sales to the public of motor fuel, motor oil, lubricants, travel aides, and minor automobile accessories. The facility may also offer for sale food items and tangible consumer goods. Common terms include filling station, fueling station, and gas station. The facility may also offer propane tank refill service but shall not have more than one 1,000-gallon tank on-site. Facilities in which the primary service is the repair and maintenance of motor vehicles are excluded.

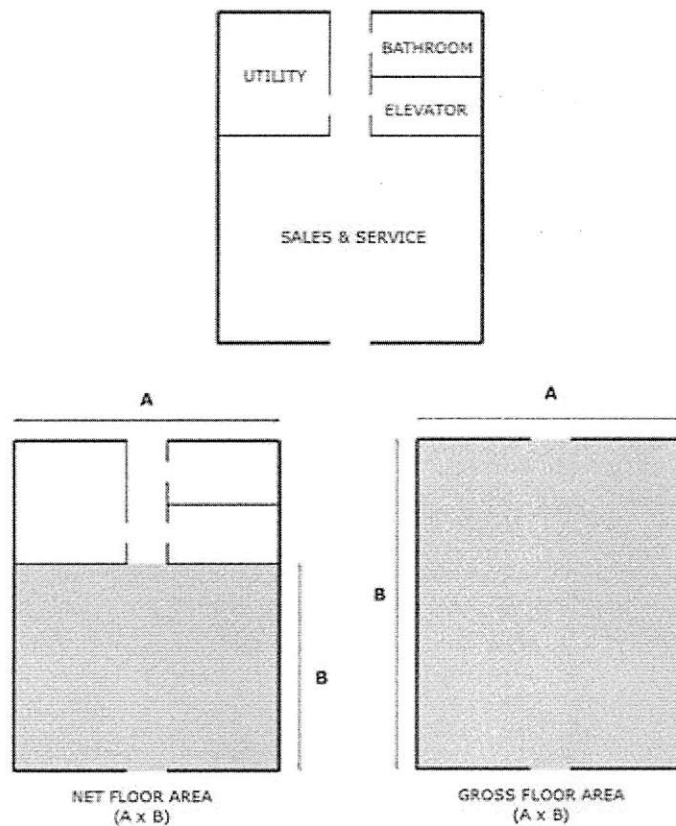
Financial Institution – A Building or portion of a Building primarily devoted to the provision of financial and/or banking services to customers or clients (e.g., banks, credit unions, savings banks, savings and loan associations, lending establishments, and investment companies).

Flag - Any fabric or other flexible material containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision, other non-commercial entity, or which is seasonal or thematic in nature as regulated by Article 57.140.

Floor area, gross - The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of the exterior walls, or from the centerline of a wall separating two buildings, but not including any space where the floor-to-ceiling height is less than 6.5 feet.

Floor area, net – Non-dwellings - The area of all floors in a building computed by measuring the dimensions of the outside walls of a building excluding elevator shafts, stairwells, hallways, floor space used for basic utilities and sanitary facilities such as heating and cooling equipment and lavatories, mezzanines, attics or portions thereof with headroom of less than 6.5 feet, verandas, porches, patios, carports, parking garages, terraces, atriums and decks.

FLOOR AREA



Foster Family Group Home - The Private Home of an individual licensed by the State of Michigan (pursuant to 1973 Public Act 116) to provide twenty-four (24) for more than four (4), but fewer than seven (7) minor children who are placed away from their parent, legal guardian, or legal custodian in foster care.

Foster Family Home - The Private Home of an individual licensed by the State of Michigan (pursuant to 1973 Public Act 116) to provide twenty-four (24) hour care for one (1), but not more than four (4), minor children who are placed away from their parent, legal guardian, or legal custodian in foster care.

Funeral home - A place of business used in the case of preparation for burial or transportation of a dead

human body.

Garage, yard, and household sale - A temporary sale of tangible, used, personal property from residential premises.

Grade, Finished or Finished Grade - The final elevation of the surface of the ground after manmade alterations to the natural grade are completed.

Grade, Natural or Natural Grade - The unaltered natural surface of the ground.

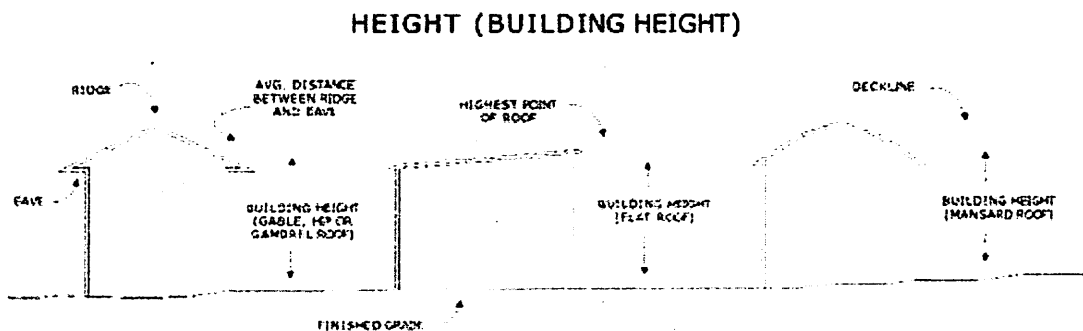
Grade, Street or Street Grade- The elevation of the nearest edge of the pavement or traveled way.

Group Child Care Home - A Private Home that is properly registered, or licensed, under 1973 Public Act 116, as amended, in which more than six (6) but not more than twelve (12) minor children (or fourteen (14) children with increased capacity as defined and permitted by Public Act 106 of 2022) are given care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or guardian, except children related to an adult member of the household by blood, marriage, or adoption. A Group Child Care Home includes a home in which care is given to an unrelated minor child for more than four (4) weeks during a calendar year.

Hazardous substance.

- a. Any substance that the Michigan Department of Natural Resources has demonstrated, on a case-by-case basis, poses an unacceptable risk to the public health, safety, or welfare, or the environment, having considered the fate of the material, dose-response, toxicity, or adverse impact on natural resources.
- b. Hazardous substance as defined in the comprehensive environmental response, compensation, and liability act of 1980, Public Law 96-520, 94 Stat. 2767.
- c. Hazardous waste as defined in part 111 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended; MCL 324.11101 et seq.
- d. Petroleum as described in part 213 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended; MCL 324.21301 et seq.

Height (building height) - The vertical distance of a building measured from the average elevation of the adjacent finished grade to the highest point of the coping of a flat roof, to the average height between eaves and ridge for a gable, hip or gambrel roof, and to the deck line of a mansard roof.



Holiday Events/Festivals (Agritourism Category 2 and 3) - Nationally recognized or official public holidays, and/or observation of cultural traditions.

Home occupations - An occupation which is clearly incidental and subordinate to the principal use of the premises for residential purposes and conforms to the provisions of Section 48.60.

Hotel - A building or group of buildings in which temporary lodging is offered to the public for compensation and which may or may not contain accessory uses such as, but not limited to, restaurants and/or meeting rooms. For purposes of this Ordinance, "Hotel" and "Motel" are considered synonymous.

Industrial Park- An area of land developed as a site for factories and other industrial businesses.

Industrial-Office Development- A development designed to accommodate a variety of light industrial, applied technology, research, and related office uses within a subdivision setting as may be regulated by Section 49.130.

Junkyard - Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap or discarded materials, or for the dismantling, storage or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not including a dump.

Lot - A single unit or division of land contained in a platted subdivision, whether it be numbered, lettered, or otherwise designated, which has frontage on a public or private street or road.

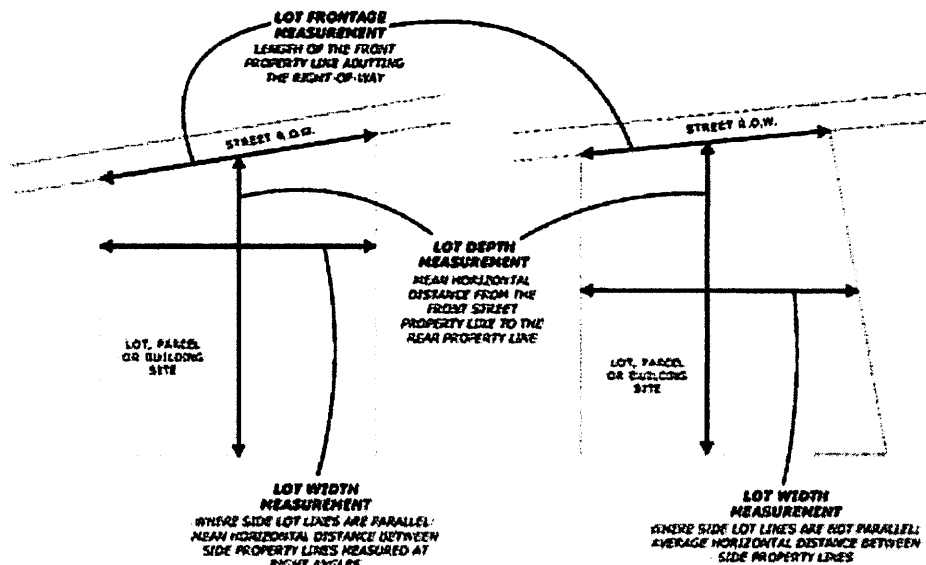
Lot, parcel, or building site area - The total horizontal area included within lot, parcel or building site property lines; where the front lot, parcel or building site property line is the centerline of a public street, the area shall not include that part which is in the public right-of-way.

Lot, parcel, or building site depth - The mean horizontal distance from the front street property line to the rear lot, parcel, or building site property line.

Lot, parcel or building site frontage - The length of the front property line abutting the dedicated public road right-of-way or private street easement.

Lot, parcel, or building site width - The mean horizontal distance between the side property lines as measured at right angles to the said side lines of the lot, parcel, or building site. Where said side lot lines are not parallel, the lot width shall be the average horizontal distance between the side lines.

LOT, PARCEL, OR BUILDING SITE FRONTAGE, WIDTH AND DEPTH



Mansard - A sloped roof or roof-like facade architecturally comparable to a building wall.

Marquee - A permanent roof-like structure or canopy of rigid materials supported by and extending from the facade of a building. (Compare with "Awning".)

Medical use of marihuana – The following definitions shall apply:

- a. Dispensary means any operation where marihuana is distributed to a qualifying patient by someone other than his or her designated primary caregiver.
- b. Marihuana, also known as Marijuana, also known as Cannabis. That term shall have the meaning given to it in Section 7601 of the Michigan Public Health Code, 1978 PAS 368, MCL 333.7106, as is referred to in Section 3(d) of The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d). Any other term pertaining to marihuana used in this section and not otherwise defined shall have the meaning given to it in the Michigan Medical Marihuana Act and/or in the General Rules of the Michigan Department of Community Health issued in connection with that Act.
- c. Medical use of marihuana. The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, as defined under The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d).
- d. Michigan Medical Marihuana Act or Act means the Michigan Initiated Law 1 of 2008, MCL 333.26421 et seq.
- e. Primary caregiver means a person as defined under MCL 333.26423(g) of the Act, who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs and who has been issued and possesses a

Registry Identification Card under the Act.

- f. Qualifying patient means a person as defined under MCL 333.26423(h) of the Act, who has been diagnosed by a licensed physician as having a debilitating medical condition and who has been issued and possesses a Registry Identification Card under the Act.
- g. Registry Identification Card means the document defined as such under MCL 333.26423(i) of the Act and which is issued by the Michigan Department of Community Health to identify a person as a registered qualifying patient or registered primary caregiver.
- h. Smoke house means a facility that allows multiple qualifying patients to consume or ingest medical marihuana upon the premises. This term does not encompass (1) a primary caregiver facility at which medical marihuana is consumed or ingested on the premises solely by the designated qualifying patient(s) of the primary caregiver(s) operating within the facility or (2) the consumption or ingestion of medical marihuana by a qualifying patient at his/her residence or at a hospital or hospice at which the qualifying patient is receiving care.

Microbrewery - A small-scale brewer that produces beer for sale on the premises, as well as for off-site sales, appropriately licensed as a microbrewery by the State of Michigan Liquor Control Commission and satisfying the requirements of such license.

Mobile home - A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained in the structure. Mobile home does not include a recreational vehicle.

Mobile Home Park - A parcel or tract of land upon which three (3) or more Mobile Homes are located on a continual non-recreational basis, and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any Building, Structure, enclosure, Street, equipment, or facility used or intended for use incident to the occupancy of a Mobile Home and which is not intended for use as a temporary trailer park.

Mobile home site or space - A portion of the mobile home park set aside and clearly designated for use by a specific mobile home.

Mobile home subdivision - A platted residential development consisting of mobile homes or single- and two-family dwellings located on individual, separately-owned lots.

Motel – See “Hotel”

Non-agriculturally related products - Items not connected to farming or the farm operation, such as novelty t-shirts or other clothing, crafts and knick-knacks imported from other states or countries, etc.

Non-agriculturally related uses - Activities that are part of an agricultural tourism operation’s total offerings but not tied to farming. Such non-agriculturally related uses include amusement rides, concerts, special events, etc.

Nonconforming uses - The use of a building or of land lawfully existing at the time this Ordinance became effective but which does not conform with the present use regulations of the district in which it is located.

Nursing Home - A facility which provides nursing care to individuals on a 24-hour per day basis because of illness, disease, or physical or mental infirmity. Provides care for those persons not in need of hospital care.

Office - A room, suite of rooms, or building used for executive, administrative, professional, political, informational, research or similar organizations.

Office Complex- a Lot, Parcel, or Building Site containing two (2) or more Office Buildings.

Outdoor - Any area not fully enclosed within a building by walls and a roof.

Outdoor light fixtures - Outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces (e.g., polished, glossy or mirrored surfaces), lamps and similar devices used for illumination or advertisement. Such devices shall include, but are not limited to, lights for:

- a. Buildings and structures
- b. Recreational uses
- c. Parking lots
- d. Landscaped areas
- e. Signs and billboards
- f. Streets
- g. Product display areas
- h. Building overhangs and canopies
- i. Outdoor storage areas
- j. Area lighting

Parapet - The extension of a false front or wall above a roofline.

Parcel - A continuous area, tract or acreage of land which has not been divided or subdivided (i.e., platted) pursuant to, and/or in accordance with, the Land Division Act, 1967 PA 288 or Condominium Act, 1978 PA 59.

Pre-settlement vegetation - Vegetation that occurred prior to wide-spread European settlement as illustrated on the map titled "Pre-settlement Vegetation of Kalamazoo County" on file in the Township office.

Principal building - A building which is primarily occupied or devoted to the principal use of the lot, parcel or building site, i.e., not occupied by or devoted to an accessory use.

Private Home - For the purposes of Family Child Care Home and Group Child Care Home, "Private Home" means a private residence in which the licensee permanently resides as a member of the household, which residency is not contingent upon caring for children or employment by a child placing agency (pursuant to 1973 Public Act 116). Private Home includes a full-time Family Child Care Home, full-time Group Child Care Home, a full-time Foster Family Home, and a full-time Foster Family Group Home as defined by this Article.

Private street or road - A street or road which is and has not been dedicated for the public use and accepted by the Kalamazoo County Road Commission.

Property Line - The boundary line, whether it be front, side or rear, of a lot, parcel or building site.

Qualified Residential Treatment Program (QRTP) - as defined by Chapter 722 of Michigan Compiled Laws Governing Child Welfare Organizations.

Recreational vehicle - A vehicle primarily designed and to be used as temporary living quarters for recreational, camping or travel purposes, including a vehicle having its own motor power or a vehicle mounted on or drawn by another vehicle.

Retail Special Event (Agritourism Category 2 and 3) - A planned retail sales activity which brings the public to the property to allow vendors to sell their products for a set period of time.

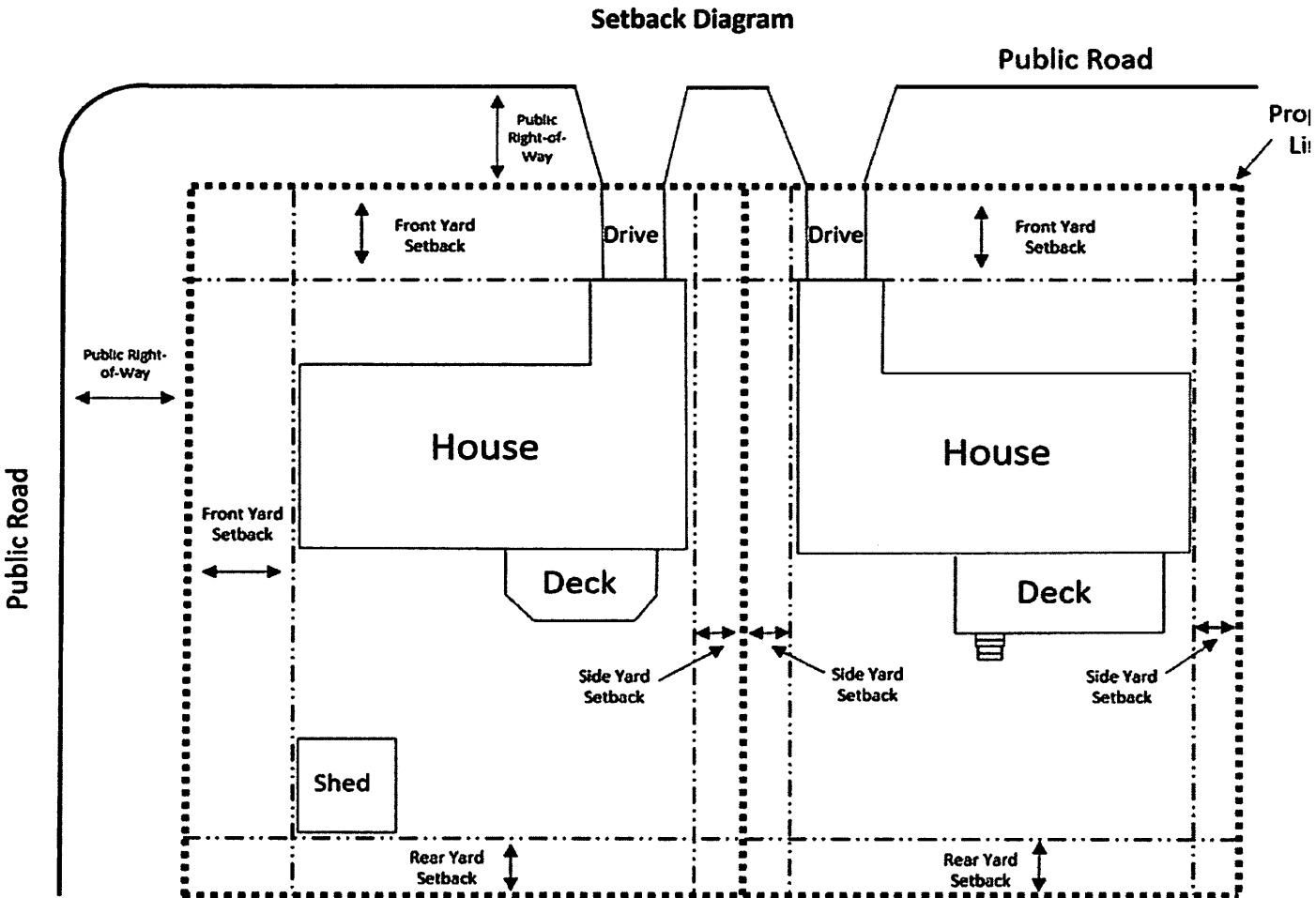
Riding stable - A building used or to be used by the owner or operator thereof for the housing of horses for hire and/or for payment of boarding expenses.

School - An educational institution that is properly registered or licensed with the State.

Seasonal - A recurrent period characterized by certain occurrences, festivities, or crops; harvest, when crops are ready; not all year round.

Sediment - Solid particulate matter, mineral or organic, that has been deposited in water, is in suspension in water, is being transported, or has been removed from its site of origin by soil erosion.

Setback - The required minimum horizontal distance between the leading edge of the building or structure (including, but not limited to, terraces, decks, covered projections) to the related front, side, or rear property line, or to the right-of-way.



Shopping centers - A shopping center is an architecturally integrated group of three or more commercial establishments which are planned, developed, owned and/or managed as one unit, and which have a minimum of 50,000 square feet of gross floor area.

Showroom - A showroom is a commercial establishment, the building for which is primarily used for the display of merchandise samples.

Sidewalk - Any improved portion of the public right-of-way or private road easement lying between the edge of the improved roadway and adjacent property line intended for the use of pedestrians.

The term sidewalk shall include non-motorized multipurpose paths. The construction of said sidewalks shall comply with the Township's Sidewalk Ordinance.

Soil erosion control measures.

- a. "Temporary soil erosion control measures" means interim control measures which are installed or constructed to control soil erosion until permanent soil erosion control is affected.
- b. "Permanent soil erosion control measures" means those control measures which are installed or constructed to control soil erosion and which are maintained after project completion.

Street or road - A "way" or thoroughfare used for, or intended to be used for, the transit of motor vehicles.

Structure - Anything constructed, assembled or erected, the use of which requires location on the ground or attachment to something having location on or in the ground; this term shall include fences which are more than 50 percent solid, tanks, towers, dish antennae, advertising devices, bins, tents, wagons, trailers, dining cars, camp cars or similar structures on wheels or other support used for business or living purposes. The word "structure" shall not apply to wires and their supporting poles or frames or electrical or telephone utilities or to service utilities or to service utilities below the ground.

Tower or communications tower - A guyed, monopole, self-support tower, or other structure, whether free standing or on a building or other structure, which structure contains one or more antennas intended for transmitting or receiving television, radio, digital, microwave, cellular, telephone or other forms of electronic communication other than those customarily accessory to residential dwellings, such as television antennas, ham radio antennas, etc.

U-Pick - A fruit or vegetable-growing farm that provides the opportunity for customers to pick their own fruits or vegetables directly from the plant.

Wedding/Celebratory Event (Agritourism Category 2 and 3) - observation of a special social occasion such as a wedding, birthday, cultural traditions, etc., where people meet to commemorate and revel.

Wetland - Land characterized by the presence of water at a frequency and duration sufficient to support, and under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh and which is any of the following:

- a. contiguous to an inland lake or pond, or a river or stream;
- b. not contiguous to an inland lake or pond, or a river or stream; and more than five acres in size;
- c. not contiguous to an inland lake or pond, or a river or stream; and five acres or less in size if determined to be a wetland by the Michigan Department of Environmental Quality ("MDEQ").

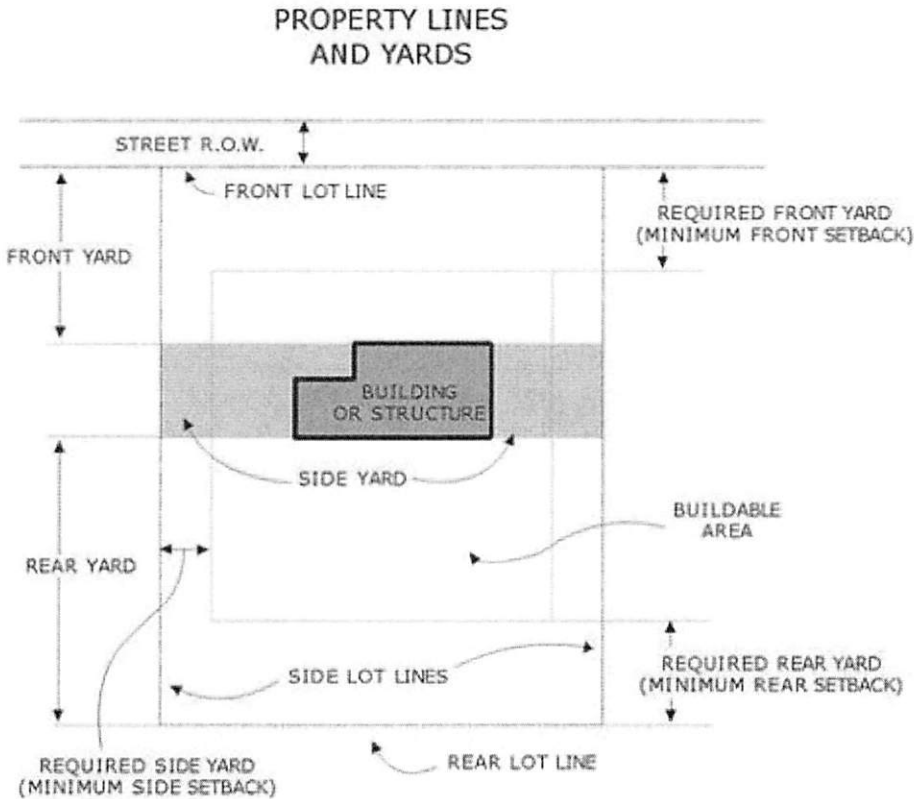
Wine tasting room - An off-site facility operated by a licensed winery other than the winery premises for the purpose of offering free samples of the wine it manufactures to customers as well as selling wine and goods to customers for consumption off premises only. Such a facility shall be properly licensed by the State of Michigan Liquor Control Commission and shall satisfy the requirements of such license.

Winery - A processing facility used for the commercial purpose of processing grapes or other materials to produce wine or similar spirits that is appropriately licensed for such use by the Michigan Liquor Control Commission and satisfies the requirements of such license. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions, and warehousing. Retail sales and tasting facilities of wine and related promotional items may be permitted as part of the winery operations.

Wooded area - An area of land dominated by trees.

Yard, front - Open space extending across the full width of a lot, parcel or building site, between the front property line of the lot, parcel, or building site and the nearest point of the building, or a porch or other projection thereof. The depth of such yard is the average horizontal distance between the front lot, parcel or building site property line and the nearest point of the building, or a porch, or other projection thereof.

Yard, rear - Open space extending across the full width of a lot, parcel or building site, between the rear property line of the lot, parcel or building site and the nearest point of the building, or a porch or other projection thereof. The depth of such yard is the average horizontal distance between the rear lot, parcel or building site property line and the nearest point of the building, or a porch, or other projection thereof.



SECTION IV. 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

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED ON DECEMBER 15, 2022

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following additions and amendments to the Township Zoning Ordinance:

A complete rewrite of Article 69, Board of Appeals of the Township Zoning Ordinance, to read, as follows:

SEE ATTACHMENT

The amendment to Article 2, Section 2.20, Definitions of the Township Zoning Ordinance, to read, as follows:

SEE ATTACHMENT

The amendment of all residential zones within the Township to allow for Qualified Residential Treatment Programs (QRTP) as defined by Chapter 722 of Michigan Compiled Laws Governing Child Welfare Organization as a permitted use.

Copies of the Minutes from the December 15, 2022 Public Hearing and Planning Commission Staff Reports are attached to this Recommendation.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

Date: January 5, 2023

By: Iris Lubbert
Iris Lubbert
Township Planning Director

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION



December 9, 2022

Mtg Date: December 15, 2022
To: Planning Commission
From: Iris Lubbert, AICP, Planning Director
Subject: Public Hearing: Amendments to Article 69 Zoning Board of Appeals

Objective:

Consideration of amendments to Article 69 of the Township Zoning Ordinance, for recommendation to the Township Board.

Background:

Earlier in 2022 a request for a sign variance was submitted to the Township. In the process of researching substantial justice cases, staff found that a sign variance was previously approved for the site in question over a decade ago. The Township Ordinance currently does not state when and if an approved variance expires. For this reason, the request was approved as it fell within the parameters of the previous variance approval. To ensure this situation does not happen again and provide clarity, staff has drafted an amendment to Article 69 that outlines the duration of a variance. As this section was being updated, staff found it prudent to review the entirety of Article 69, additional amendments that provide clarification on the Zoning Board of Appeal's duties and operational procedures are also proposed. Due to the number of changes, a clean version of the proposed text has been provided along with a copy of the current text for reference.

Attachments: Proposed amendments to Article 69, Current version of Article 69

ZONING ORDINANCE ARTICLE 69

69 – BOARD OF APPEALS

Contents:

- 69.10 APPOINTMENT; MEMBERS
- 69.20 TERM OF OFFICE
- 69.30 CONFLICT OF INTEREST
- 69.40 VARIANCE

69.10 APPOINTMENT; MEMBERS

A Township Zoning Board of Appeals shall be appointed by the Township Board as prescribed by statute with all the powers and authority prescribed by law or delegated to it under specific provisions of the Ordinance. The Zoning Board of Appeals shall consist of five (5) members: One (1) member shall be a member of the Township Planning Commission. One (1) member may be a member of the Township Board, but neither that member nor any other member who is an elected officer of the Township may serve as Chairperson of the Zoning Board of Appeals. Up to two (2) alternates may be appointed to serve as voting members for the Board of Appeals when a regular member is unable to attend a meeting or when a regular member has a conflict of interest. An employee or contractor of the Township may not serve as a member of the Zoning Board of Appeals.

69.20 TERM OF OFFICE

The term of each member shall be 3 years and until a successor has been appointed and qualified, which successor must be appointed not more than one month after the expiration of the preceding term. Staggered terms shall be affected by one or more of the first appointed members serving for less than three years. Members from the Township Board and from the Planning Commission shall have terms limited to their respective other official terms or to such lesser period determined by resolution of the Township Board.

69.30 CONFLICT OF INTEREST

Members shall disqualify themselves from a vote in which they have a conflict of interest.

69.40 VARIANCE

Except as provided for elsewhere in the Ordinance, the Zoning Board of Appeals is hereby given the right to grant a variance from the foregoing where there are practical difficulties in the way of carrying out strict compliance with the foregoing or where, in the opinion of said Board, the spirit of the foregoing provisions is still observed, public safety, health, and welfare secured, and substantial justice thereby accomplished. In granting a variance, the Zoning Board of Appeals is hereby further given the right and authority to attach conditions and limitations deemed necessary to further the public health, safety, and general welfare of the Township, such as time limits or to require the conveyance or dedication to the public of a 66-foot wide right-of-way for

ingress or egress to and from interior land having otherwise insufficient or inadequate public access for normal, proper and logical development as a condition to the granting of any variance as herein provided and to further the public health, safety, and general welfare.



December 9, 2022

Mtg Date: December 15, 2022
To: Planning Commission
From: Iris Lubbert, AICP, Planning Director
Subject: Public Hearing: Amendments to Section 2.20 Definitions

Objective:

Consideration of amendments to Section 2.20 of the Township Zoning Ordinance, for recommendation to the Township Board.

Background:

The State Legislature recently acted to amend certain childcare laws to allow for increased capacity within family child care homes and group childcare homes. Public Act 106 of 2022 allows for one (1) additional child for a family child care home and two (2) additional children for a group child care home if they meet certain criteria. A family child care home, or group care home, is automatically eligible for increased capacity after satisfying all the following criteria:

- a) holds a current license;
- b) has been licensed to operate for at least twenty-nine (29) consecutive months;
- c) has received one or more unrelated minor children for care and supervision
- d) during the license (under subdivision b);
- e) has received a renewed regular license after at least twenty-nine (29) months
- f) of licensed operation (under subdivision b).

Due to these changes, the Township Attorney is recommending to amend applicable definitions to ensure Township compliance with the State Legislature. In addition, staff has identified a number of definitions that should be added to provide clarity to other sections of the ordinance and a number of existing problematic definitions that should be revised. The proposed amendments to Section 2.20 of the Ordinance includes amendments that address these concerns.

Attachments: Proposed amendments to Section 2.20

2.20 DEFINITIONS

The following terms shall have the following meanings where used in the within Ordinance:

Accessory building - A building or portion of a building subordinate to and on the same lot, parcel, or building site as a principal building, and occupied by or devoted exclusively to an accessory use including, but not limited to, a private garage.

Accessory use - A use of a building, lot, parcel, building site, or portion(s) of same which is customarily incidental and subordinate to the principal use of the principal building or of the lot, parcel, or building site.

Adult Care Center - a non-residential facility, properly registered or licensed with the State, that supports the health, nutritional, social, and daily living needs of adults in a professionally staffed group setting for periods less than 24 hours a day. These facilities typically provide adults with transitional care and shortterm rehabilitation following hospital discharge.

Adult Foster Care Facility - a State certified facility housing at least one but not more than four adults that receive benefits from community mental health service programs. Shall not be signed.

Adult Foster Care Large Group Home - a State certified facility hosting at least thirteen but not more than 20 adults that receive benefits from community mental health service programs.

Adult Foster Care Small Group Home - a State certified facility hosting at least three but not more than 12 adults that receive benefits from community mental health service programs.

Agribusiness - Any business catering exclusively to agricultural production, which may include, but is not limited to, supplying services or goods (such as feed or supplies) to producers of marketable agricultural products like greenhouses, nurseries, and farm cooperatives.

Agriculture - The science, art, or occupation of cultivating land, raising crops, and feeding, breeding, and raising livestock.

Agriculture building - A structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products and that is clearly accessory to the agricultural activity on site.

Agriculture operation - The production, harvesting, and storage of farm products including the land, plants, animals, buildings, structures, ponds, machinery, equipment, and other appurtenances used in the production of farm goods as a source of income.

Agricultural products - Includes but is not limited to, crops (corn, wheat, hay, potatoes); fruit (apples, peaches, grapes, cherries, berries, etc.); cider; vegetables (sweet corn, pumpkins, tomatoes, etc.); floriculture; herbs; forestry; husbandry; livestock and livestock products (cattle, sheep, hogs, horses, poultry, ostriches, emus, farmed deer, farmed buffalo, milk, eggs, and fur, etc.); aquaculture products (fish, fish products, water plants and shellfish); horticultural specialties (nursery stock, ornamental shrubs, flowers and Christmas trees); maple sap, etc.

Agricultural special event (Agritourism Category 2) - A planned and organized education, entertainment, or recreation occasion or activity that brings the public to the agricultural operation, whether or not the participant paid to take part in the special event, provided said event is solely provided by the agritourism property owner.

Agriculturally related products - Items sold at a farm to attract customers and promote the sale of agricultural products. Such items include, but are not limited to, all agricultural and horticultural products, animal feed, baked goods, ice cream and ice cream-based desserts and beverages, jams, honey, food stuffs, and other items promoting the farm and on-site production.

Agriculturally related uses - Those activities that predominantly use agricultural products, buildings or equipment, such as pony rides, corn mazes, pumpkin rolling, sleigh/hay rides, and educational events, such as farming and food

preserving classes, etc.

Agritourism - An agriculturally based operation or activity that brings public to a working farm for the purpose of enjoyment, education, or active involvement in the farm operation. Agritourism enterprises are further classified as follows:

- a. Agritourism, Category 1: An agritourism enterprise limited to u-pick fruits and vegetable operations, direct on-farm product sales, and farm markets.
- b. Agritourism, Category 2: An agritourism enterprise that includes education, entertainment, agricultural related uses and products, and limited non-agricultural related uses and products including: educational tours; historical agricultural exhibits; educational classes, lectures and seminars; petting farms, animal display and pony rides; outdoor mazes of agricultural origin, such as straw bales or corn; wagon, sleigh and hayrides; nature trails; outdoor picnic areas; and, other similar uses.
- c. Agritourism, Category 3: An agritourism enterprise that utilizes the rural character or agricultural buildings on site for nonresidential special events or activities, including: educational tours, classes, lectures, and seminars; celebratory gatherings such as weddings; retail events such as farm markets, barn markets, and agricultural sales; day camps; and, other similar special events or activities.

Assembly and Convention Hall - A room or building for the purpose of hosting a party, banquet, wedding, or any other social or business event. Assembly and Convention Halls can also be called meeting rooms, function halls, reception halls, or banquet halls.

Assisted living facility - A residential facility that provides residents with meals and assistance with daily activities, such as dressing, grooming, bathing, etc.

Auto Service- Facilities in which the primary service is the repair and maintenance of motor vehicles. Includes a business or premise that mechanically repairs automobiles (including replacement of parts and where oils and other vehicle fluids are drained or replaced), where tires, gas tanks, radiators or other similar items are replaced or repaired; a facility where the repair, rental, and maintenance of automobiles and trucks (including, but not limited to, the following: body shops, transmission shops, lube and emissions centers, tire stores, car washes (as a primary use), public garages, service stations, auto glass shops, and car rental businesses). Does not include Filling Station.

Awning - A shelter projecting from and supported by the exterior wall of a building constructed of nonrigid materials on a supporting framework. (Compare with "Marquee").

Bed and breakfast inn - A private residence that offers sleeping accommodations to lodgers on a temporary basis in the innkeeper's residence in which the innkeeper resides while renting the rooms to lodgers and serves meals at no extra cost to its lodgers.

Brewpub - A facility licensed as a brewpub by the Michigan Liquor Control Commission and satisfying the requirements of such license that manufactures and sells beer for consumption on the premises or for take-out in addition to providing restaurant services.

Building - A structure having one or more stories and a roof designed primarily for the shelter, support or enclosure of persons, animals or property of any kind.

Building Ssite - A portion of a ~~lot~~-Lot or ~~parcel~~-Parcel which is a two-dimensional condominium unit of land (i.e., envelope,footprint), along with any and all limited or general common elements designed for the construction of a principal condominium building in addition to accessory condominium buildings. All building sites shall have access to a public street or road.

Building official - The designated agency of the Township appointed to administer and enforce the State Construction Code, pursuant to Public Act 230 of 1972, as thereafter amended.

Cemetery - One or a combination of more than one of the following:

- a. A burial ground for earth interments.
- b. A mausoleum for crypt entombments.
- c. A crematory for the cremation of human remains.
- d. A columbarium for the deposit of cremated remains.

Child Care Center - A facility, other than a ~~Private residence~~ Home, properly registered or licensed under 1973 Public Act 116, as amended, receiving one (1) or more children for periods of less than twenty-four hours (24) hours a day, and where the parents or guardians are not immediately available to the child. Child Care Center includes a facility that provides care for not less than two (2) consecutive weeks per year. The facility is generally described as a child care center, day care center, day nursery, play group, or drop-in center. Child care center does not include any of the following:

- a. A Sunday school, a vacation bible school, or a religious instruction class that is conducted by a religious organization where children are in attendance for not more than three (3) hours per day for an indefinite period, or not more than eight (8) hours per day for a period not to exceed four (4) weeks during a two (2)-month period.
- b. A facility operated by a religious organization where children are cared for not more than three hours while persons responsible for the children are attending religious services.

Child Caring Institution - A State certified care facility which allows more than four, but less than 13 minor children on a 24-hour basis.

Clear cutting - The act of removal of most or all trees in a wooded area.

Commercial ~~center~~ Center - A commercial building designed for multiple occupancy within which any use permitted in the "C" Local Business District Zoning classification may be located. A change in occupancy of an individual suite within a Commercial Center does not constitute a "change in use."

Common elements - The portions of a condominium project other than the condominium units.

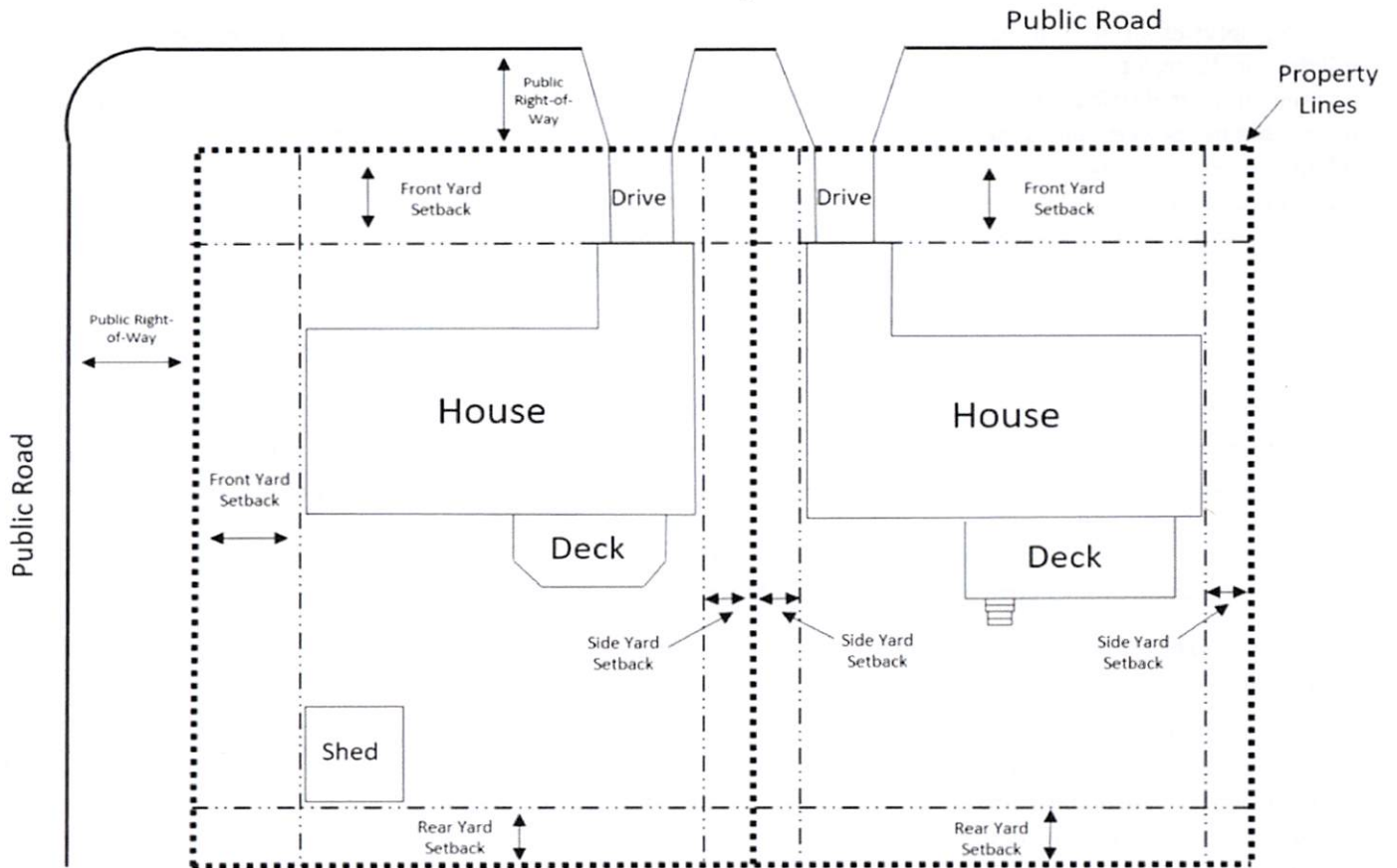
- A. **General common elements** - The common elements of a condominium project other than the limited common elements.
- B. **Limited common elements** - The portion(s) of the common elements reserved in the master deed of a condominium project for the exclusive use of less than all the owners of condominium units in the project.

Condominium project - A development plan or project consisting of not less than two condominium units established in conformance with, and pursuant to, the Condominium Act, Act No. 59 of the Public Acts of 1978, as amended.

Condominium unit - That portion of a condominium project designed and intended for separate ownership and use, as described in the master deed of the project, regardless of whether it is intended for residential, office, industrial, business, recreational, or any other type of use approved by the Michigan Department of Commerce for such projects.

Corner ~~lot~~ Lot - A Lot, Parcel, Building Site located at the intersection of two (2) or more ~~streets~~ Streets resulting in a frontage on two (2) Streets, such that it has a Front Street Frontage and a Side Street Frontage. For the purpose of determining Setbacks, a Corner Lot shall have two front yards, as depicted in the image below:

Setback Diagram



Frontage, Front Street - A corner Lot has a Front Street and a Side Street Frontage, with the Front Street Frontage being the frontage onto which the front of the building faces.

Frontage, Side Street - A corner Lot has a Front Street and a Side Street Frontage, with the Side Street Frontage being the frontage onto which the side of the building faces.

Craft food and beverage production facility - A facility engaged in the on-site, small-scale production of food and beverages with limited to no external effects on adjacent properties, generally involving an on-site retail sales component. Typical examples include bakeries, microbreweries, wineries, or other cottage food operations.

Crematory - A building or structure within which the remains of deceased persons are or are intended to be cremated.

Dwelling, single-family - A detached building containing one dwelling unit.

Dwelling, two-family - A detached building containing two separate dwelling units.

Dwelling, three-family - A detached building containing three separate dwelling units.

Dwelling, four-family - A detached building containing four separate dwelling units.

Dwelling, multiple-family - A building containing five or more separate dwelling units.

Dwelling unit - A building or portion thereof designed for occupancy by one family for residential purposes, having cooking, sleeping, and sanitary facilities.

Elderly/retirement housing - A residential complex, not single-family, designed for independent living and principally occupied by senior citizens. Such facilities exclude institutional care such as medical or nursing care. (See "nursing home")

and "assisted living facility.")

Essential services - The term "essential services" means the erection, construction, alteration, or maintenance by public utilities or township departments or commissions of underground or overhead gas, electrical, steam or water transmissions or distribution systems, collections, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers, telephone exchange and/or repeater buildings, electric substations and substation buildings, gas regulator stations and regulator buildings and other similar equipment and accessories in connection therewith (but not including any buildings EXCEPT THOSE EXPRESSLY REFERRED TO HEREIN) reasonably necessary for the furnishing of adequate service by such public utilities or township departments or commissions or for the public health or safety or general welfare.

Family.

a. "Traditional Family" shall mean:

- i. One person; or
- ii. Up to two unrelated persons; or
- iii. Where two or more persons reside in a dwelling unit, persons classified as constituting a Family shall be limited to husband, wife, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, aunt, uncle, stepchildren, legally adopted children, foster children, legal wards, or any combination of the above persons living together in a single dwelling unit.

Anyone seeking the rights and privileges afforded a member of a Traditional Family by this ordinance shall have the burden of proof by clear and convincing evidence of their family relationship.

b. As herein defined, a "Functional Family" shall be given the same rights and privileges and shall have the same duties and responsibilities as a Family, as defined herein for the purposes of construing and interpreting the Zoning Ordinance. "Functional Family" shall mean a collective number of individuals, including religious orders, living together in one dwelling unit whose relationship is of a regular and permanent nature and having a distinct domestic character or a demonstrable and recognizable bond where each party is responsible for the basic material needs of the other and all are living and cooking as a single housekeeping unit.

This definition shall not include any of the following:

- i. A society, club, fraternity, sorority, association, lodge, combine, federation, group, coterie, or organization.
- ii. A group of individuals whose association is temporary or seasonal in character or nature or for the limited duration of their education.
- iii. A group whose sharing of a dwelling unit is not to function as a family, but merely for convenience and economics.

Any person seeking the rights and privileges afforded a member of a Functional Family by this ordinance shall have the burden of proof by clear and convincing evidence of each of the elements of a functional family.

Family day-Child eCare hHome - A pPrivate hHome properly registered or licensed under 1973 Public Act 116, as amended, in which one (1) but fewer than seven (7) minor children (or nine (9) children with increased capacity as defined and permitted by Public Act 106 of 2022) are received for care and supervision for periods of less than twenty-four (24) 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the ~~family-household~~family by blood, marriage or adoption. ~~A Family day-Child eCare hHome Family day-care home~~ includes a home in which care is given to an unrelated minor child for more than four(4) weeks during a calendar year. A Family Child Care Home does not include an individual providing babysitting services for another individual (as defined by 1973 Public Act 116).

Farm Market - The sale of agricultural products directly to the consumer from a site on a working farm or any agricultural, horticultural or agribusiness operation or agricultural land. This definition includes farm stands and roadside stands.

Fence - An artificially constructed barrier of any material or combination of materials, but not including hedges, shrubs, trees, or other natural growth, erected to enclose, screen or separate areas of land.

Filling station - A facility limited to retail sales to the public of motor fuel, motor oil, lubricants, travel aides, and minor automobile accessories. The facility may also offer for sale food items and tangible consumer goods. Common terms include filling station, fueling station, and gas station. The facility may also offer propane tank refill service but shall not have more than one 1,000-gallon tank on-site. Facilities in which the primary service is the repair and maintenance of motor vehicles are excluded.

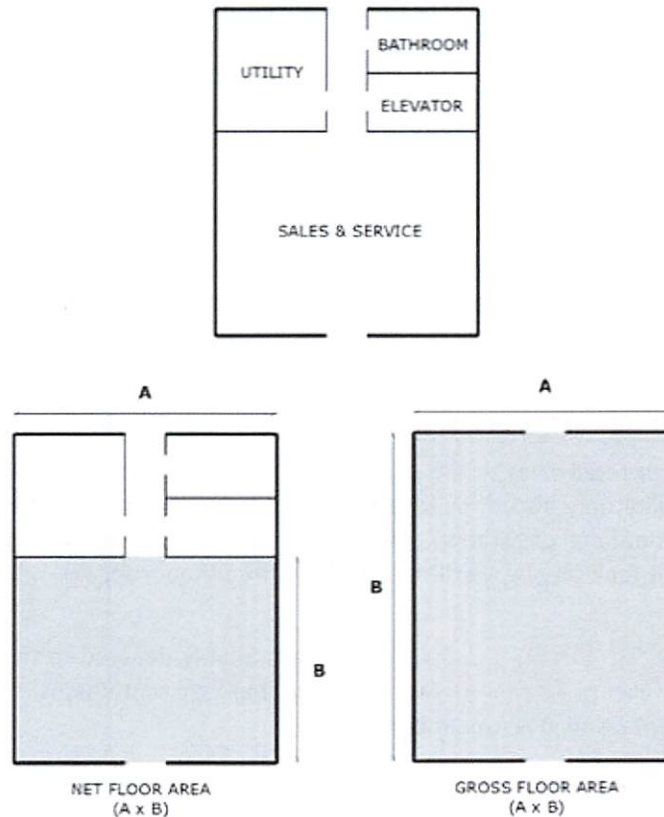
Financial iInstitution -- A Building or portion of a Buildingn-area primarily devoted to the provision of financial and/or banking services to customers or clients. ~~Typical uses include (e.g.,~~ banks, credit unions, savings banks, savings and loan associations, lending establishments, and investment companies].

Flag - Any fabric or other flexible material containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision, other non-commercial entity, or which is seasonal or thematic in nature as regulated by Article 57.140.

Floor area, gross - The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of the exterior walls, or from the centerline of a wall separating two buildings, but not including any space where the floor-to-ceiling height is less than 6.5 feet.

Floor area, net – Non-dwellings - The area of all floors in a building computed by measuring the dimensions of the outside walls of a building excluding elevator shafts, stairwells, hallways, floor space used for basic utilities and sanitary facilities such as heating and cooling equipment and lavatories, mezzanines, attics or portions thereof with headroom of less than 6.5 feet, verandas, porches, patios, carports, parking garages, terraces, atriums and decks.

FLOOR AREA



Foster Family Group Home - ~~A~~ The Private Home of an individual licensed by the State of Michigan (pursuant to 1973 Public Act 116) certified to provide twenty-four (24) certified care facility which allows for more than four (4), but fewer than seven (7) minor children who are placed away from their parent, legal guardian, or legal custodian in foster care on a 24-hour basis.

Funeral home - A place of business used in the case of preparation for burial or transportation of a dead human body.

Garage, yard, and household sale - A temporary sale of tangible, used, personal property from residential premises.

Grade, Finished or Finished Grade - The final elevation of the surface of the ground after manmade alterations to the natural grade are completed.

Grade, Natural or Natural Grade - The unaltered natural surface of the ground.

Grade, Street or Street Grade - The elevation of the nearest edge of the pavement or traveled way.

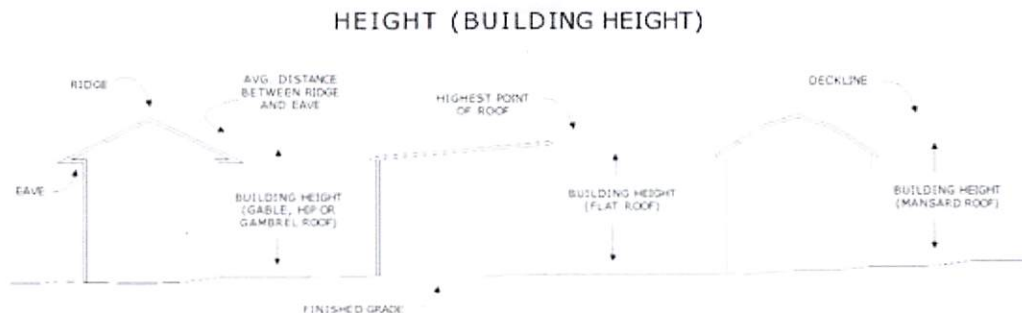
Group day Child Care Home - A private home that is properly registered, or licensed, under 1973 Public Act 116, as amended, in which more than six (6) but not more than twelve (12) minor children (or fourteen (14) children with increased capacity as defined and permitted by Public Act 106 of 2022) are given care and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or guardian, except children related to an adult

member of the household family by blood, marriage, or adoption. A Group day-care Home includes a home in which care is given to an unrelated minor child for more than four weeks during a calendar year.

Hazardous substance.

- a. Any substance that the Michigan Department of Natural Resources has demonstrated, on a case-by-case basis, poses an unacceptable risk to the public health, safety, or welfare, or the environment, having considered the fate of the material, dose-response, toxicity, or adverse impact on natural resources.
- b. Hazardous substance as defined in the comprehensive environmental response, compensation, and liability act of 1980, Public Law 96-520, 94 Stat. 2767.
- c. Hazardous waste as defined in part 111 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended; MCL 324.11101 et seq.
- d. Petroleum as described in part 213 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended; MCL 324.21301 et seq.

Height (building height) - The vertical distance of a building measured from the average elevation of the adjacent finished grade to the highest point of the coping of a flat roof, to the average height between eaves and ridge for a gable, hip or gambrel roof, and to the deck line of a mansard roof.



Holiday Events/Festivals (Agritourism Category 2 and 3) - Nationally recognized or official public holidays, and/or observation of cultural traditions.

Home occupations - An occupation which is clearly incidental and subordinate to the principal use of the premises for residential purposes and conforms to the provisions of Section 48.60.

Hotel - A building or group of buildings in which temporary lodging is offered to the public for compensation and which may or may not contain accessory uses such as, but not limited to, restaurants and/or meeting rooms. For purposes of this Ordinance, "Hotel" and "Motel" are considered synonymous.

Industrial Park- An area of land developed as a site for factories and other industrial businesses.

Industrial-Office Development- A development designed to accommodate a variety of light industrial, applied technology, research, and related office uses within a subdivision setting as may be regulated by Section 49.130.

Junkyard - Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap or discarded materials, or for the dismantling, storage or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not including a dump.

Lot - A single unit or division of land contained in a platted subdivision, whether it be numbered, lettered, or otherwise designated, which has frontage on a public or private street or road.

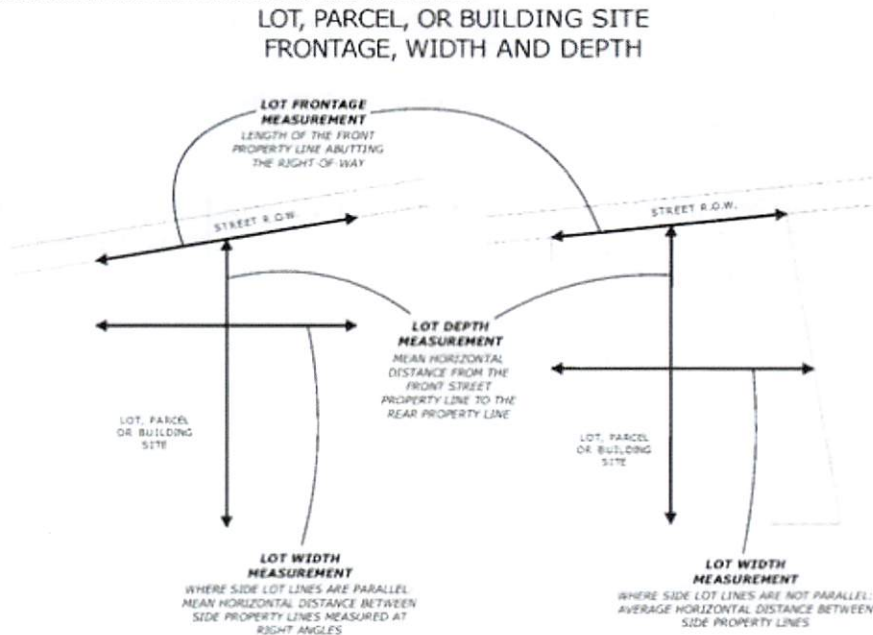
Lot, parcel, or building site area - The total horizontal area included within lot, parcel or building site property lines; where the front lot, parcel or building site property line is the centerline of a public street, the area shall not include that

part which is in the public right-of-way.

Lot, parcel, or building site depth - The mean horizontal distance from the front street property line to the rear lot, parcel, or building site property line.

Lot, parcel or building site frontage - The length of the front property line abutting the dedicated public road right-of-way or private street easement.

Lot, parcel, or building site width - The mean horizontal distance between the side property lines as measured at right angles to the said side lines of the lot, parcel, or building site. Where said side lot lines are not parallel, the lot width shall be the average horizontal distance between the side lines.



Mansard - A sloped roof or roof-like facade architecturally comparable to a building wall.

Marquee - A permanent roof-like structure or canopy of rigid materials supported by and extending from the facade of a building. (Compare with "Awning".)

Medical use of marihuana – The following definitions shall apply:

- a. Dispensary means any operation where marihuana is distributed to a qualifying patient by someone other than his or her designated primary caregiver.
- b. Marihuana, also known as Marijuana, also known as Cannabis. That term shall have the meaning given to it in Section 7601 of the Michigan Public Health Code, 1978 PAS 368, MCL 333.7106, as is referred to in Section 3(d) of The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d). Any other term pertaining to marihuana used in this section and not otherwise defined shall have the meaning given to it in the Michigan Medical Marihuana Act and/or in the General Rules of the Michigan Department of Community Health issued in connection with that Act.
- c. Medical use of marihuana. The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, as defined under The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d).
- d. Michigan Medical Marihuana Act or Act means the Michigan Initiated Law 1 of 2008, MCL 333.26421 et seq.
- e. Primary caregiver means a person as defined under MCL 333.26423(g) of the Act, who is at least 21 years old and

who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs and who has been issued and possesses a Registry Identification Card under the Act.

- f. Qualifying patient means a person as defined under MCL 333.26423(h) of the Act, who has been diagnosed by a licensed physician as having a debilitating medical condition and who has been issued and possesses a Registry Identification Card under the Act.
- g. Registry Identification Card means the document defined as such under MCL 333.26423(i) of the Act and which is issued by the Michigan Department of Community Health to identify a person as a registered qualifying patient or registered primary caregiver.
- h. Smoke house means a facility that allows multiple qualifying patients to consume or ingest medical marihuana upon the premises. This term does not encompass (1) a primary caregiver facility at which medical marihuana is consumed or ingested on the premises solely by the designated qualifying patient(s) of the primary caregiver(s) operating within the facility or (2) the consumption or ingestion of medical marihuana by a qualifying patient at his/her residence or at a hospital or hospice at which the qualifying patient is receiving care.

Microbrewery - A small-scale brewer that produces beer for sale on the premises, as well as for off-site sales, appropriately licensed as a microbrewery by the State of Michigan Liquor Control Commission and satisfying the requirements of such license.

Mobile home - A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained in the structure. Mobile home does not include a recreational vehicle.

Mobile Home Park - A parcel or tract of land ~~under the control of a person~~ upon which three (3) or more ~~m~~Mobile homes ~~Homes~~ are located on a continual non-recreational basis, and which is offered to the public for that purpose regardless of whether a charge is made therefor, together with any ~~building~~Building, ~~structure~~Structure, enclosure, ~~street~~Street, equipment, or facility used or intended for use incident to the occupancy of a ~~mobile~~Mobile ~~h~~Home and which is not intended for use as a temporary trailer park.

Mobile home site or space - A portion of the mobile home park set aside and clearly designated for use by a specific mobile home.

Mobile home subdivision - A platted residential development consisting of mobile homes or single-and two-family dwellings located on individual, separately-owned lots.

Motel – See “Hotel”

Non-agriculturally related products - Items not connected to farming or the farm operation, such as novelty t-shirts or other clothing, crafts and knick-knacks imported from other states or countries, etc.

Non-agriculturally related uses - Activities that are part of an agricultural tourism operation’s total offerings but not tied to farming. Such non-agriculturally related uses include amusement rides, concerts, special events, etc.

Nonconforming uses - The use of a building or of land lawfully existing at the time this Ordinance became effective but which does not conform with the present use regulations of the district in which it is located.

Nursing Home - A facility which provides nursing care to individuals on a 24-hour per day basis because of illness, disease, or physical or mental infirmity. Provides care for those persons not in need of hospital care.

Office - A room, suite of rooms, or building used for executive, administrative, professional, political, informational, research or similar organizations.

Office Complex- a Lot, Parcel, or Building Site containing two (2) or more Office Buildings.

Outdoor - Any area not fully enclosed within a building by walls and a roof.

Outdoor light fixtures - Outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces (e.g.,

polished, glossy or mirrored surfaces), lamps and similar devices used for illumination or advertisement. Such devices shall include, but are not limited to, lights for:

- a. Buildings and structures
- b. Recreational uses
- c. Parking lots
- d. Landscaped areas
- e. Signs and billboards
- f. Streets
- g. Product display areas
- h. Building overhangs and canopies
- i. Outdoor storage areas
- j. Area lighting

Parapet - The extension of a false front or wall above a roofline.

Parcel - A continuous area, tract or acreage of land which has not been divided or subdivided (i.e., platted) pursuant to, and/or in accordance with, the Land Division Act, 1967 PA 288 or Condominium Act, 1978 PA 59.

Pre-settlement vegetation - Vegetation that occurred prior to wide-spread European settlement as illustrated on the map titled "Pre-settlement Vegetation of Kalamazoo County" on file in the Township office.

Principal building - A building which is primarily occupied or devoted to the principal use of the lot, parcel or building site, i.e., not occupied by or devoted to an accessory use.

Private ~~h~~Home - For the purposes of ~~f~~Family ~~d~~ayChild ~~e~~Care ~~h~~Home and ~~g~~Group ~~d~~ayChild ~~e~~Care ~~h~~Home, "~~p~~Private ~~h~~Home" means a private residence in which the licensee ~~or registrant~~ permanently resides as a member of the household, which residency ~~is shall~~ not ~~be~~ contingent upon caring for ~~minor~~ children ~~or employment by a child placing agency (pursuant to 1973 Public Act 116). Private Home includes a full-time Family Child Care Home, full-time Group Child Care Home, a full-time Foster Family Home, and a full-time Foster Family Group Home as defined by this Article.~~

Private street or road - A street or road which is and has not been dedicated for the public use and accepted by the Kalamazoo County Road Commission.

Property Line - The boundary line, whether it be front, side or rear, of a lot, parcel or building site.

Qualified Residential Treatment Programs (QRTP) – as defined by Chapter 722 of Michigan Compiled Laws Governing Child Welfare Organizations.

Recreational vehicle - A vehicle primarily designed and to be used as temporary living quarters for recreational, camping or travel purposes, including a vehicle having its own motor power or a vehicle mounted on or drawn by another vehicle.

Retail Special Event (Agritourism Category 2 and 3) - A planned retail sales activity which brings the public to the property to allow vendors to sell their products for a set period of time.

Riding stable - A building used or to be used by the owner or operator thereof for the housing of horses for hire and/or for payment of boarding expenses.

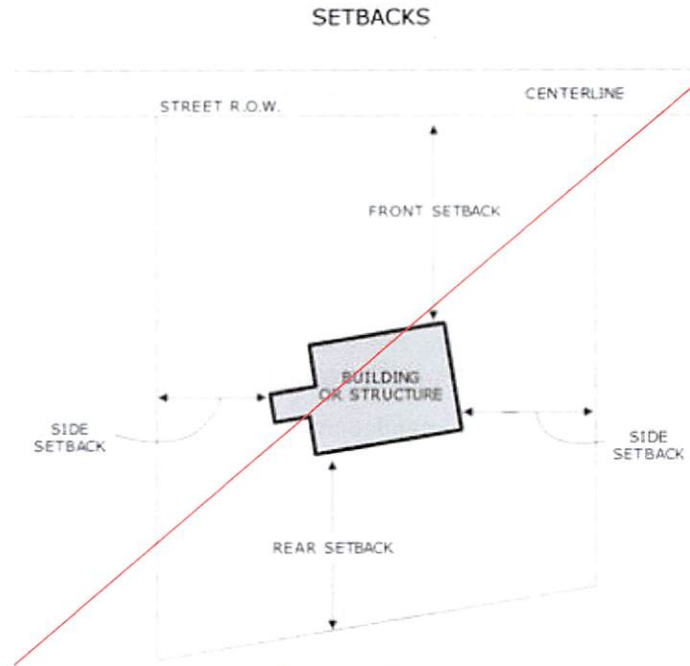
School - An educational institution that is properly registered or licensed with the State.

Seasonal - A recurrent period characterized by certain occurrences, festivities, or crops; harvest, when crops are ready; not all year round.

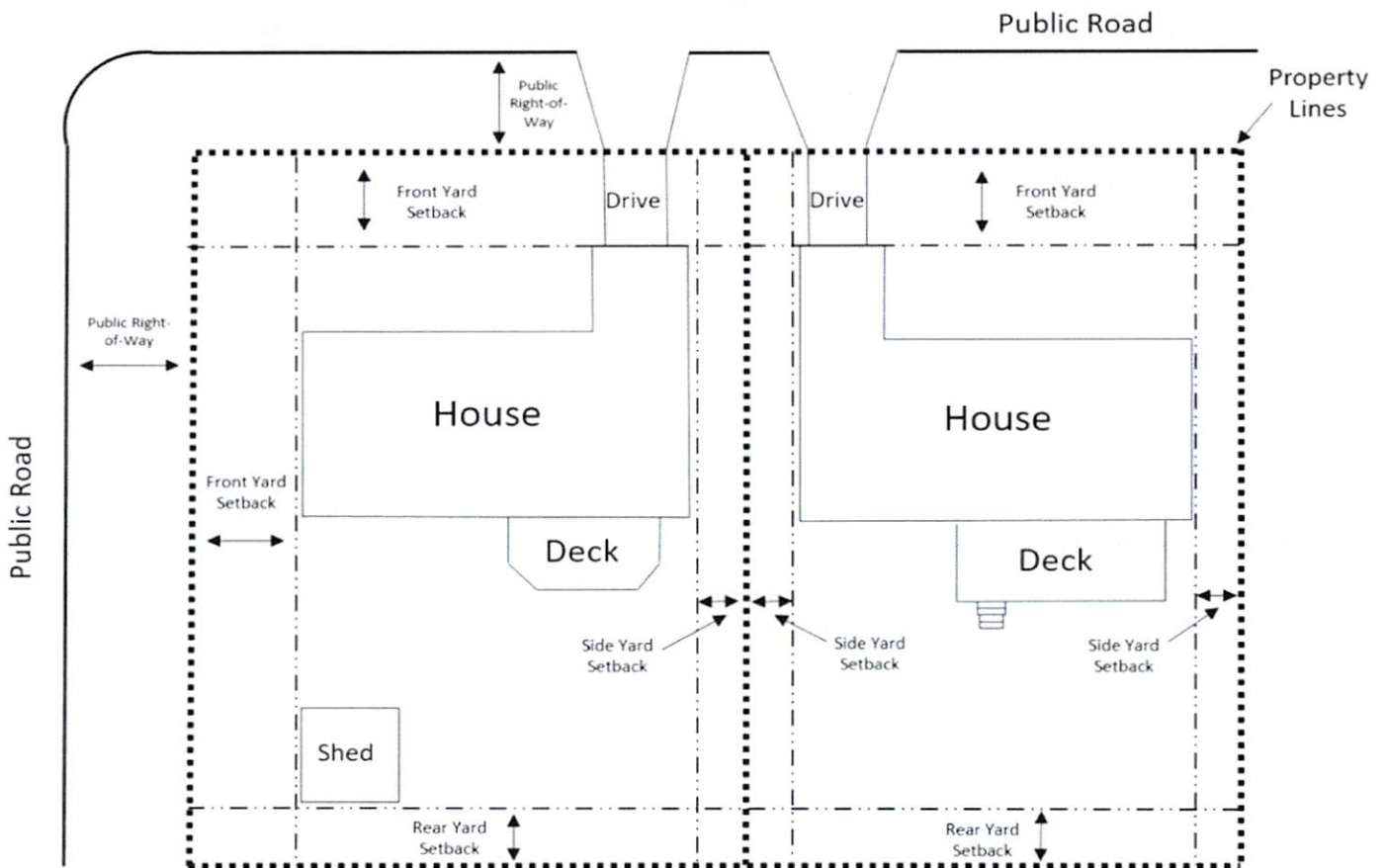
Sediment - Solid particulate matter, mineral or organic, that has been deposited in water, is in suspension in water, is

being transported, or has been removed from its site of origin by soil erosion.

Setback - The required minimum horizontal distance between the leading edge of the building or structure (including, but not limited to, terraces, decks, covered projections) to the related front, side, or rear property line, or to the right-of-way.



Setback Diagram



Shopping centers - A shopping center is an architecturally integrated group of three or more commercial establishments which are planned, developed, owned and/or managed as one unit, and which have a minimum of 50,000 square feet of gross floor area.

Showroom - A showroom is a commercial establishment, the building for which is primarily used for the display of merchandise samples.

Sidewalk - Any improved portion of the public right-of-way or private road easement lying between the edge of the improved roadway and adjacent property line intended for the use of pedestrians.

The term sidewalk shall include non-motorized multipurpose paths. The construction of said sidewalks shall comply with the Township's Sidewalk Ordinance.

Soil erosion control measures.

- a. "Temporary soil erosion control measures" means interim control measures which are installed or constructed to control soil erosion until permanent soil erosion control is affected.
- b. "Permanent soil erosion control measures" means those control measures which are installed or constructed to control soil erosion and which are maintained after project completion.

Street or road - A "way" or thoroughfare used for, or intended to be used for, the transit of motor vehicles.

Structure - Anything constructed, assembled or erected, the use of which requires location on the ground or attachment to something having location on or in the ground; this term shall include fences which are more than 50 percent solid, tanks, towers, dish antennae, advertising devices, bins, tents, wagons, trailers, dining cars, camp cars or similar structures on wheels or other support used for business or living purposes. The word "structure" shall not apply to wires and their supporting poles or frames or electrical or telephone utilities or to service utilities or to service utilities below the ground.

Tower or communications tower - A guyed, monopole, self-support tower, or other structure, whether free standing or on a building or other structure, which structure contains one or more antennas intended for transmitting or receiving television, radio, digital, microwave, cellular, telephone or other forms of electronic communication other than those customarily accessory to residential dwellings, such as television antennas, ham radio antennas, etc.

U-Pick - A fruit or vegetable-growing farm that provides the opportunity for customers to pick their own fruits or vegetables directly from the plant.

Wedding/Celebratory Event (Agritourism Category 2 and 3) - observation of a special social occasion such as a wedding, birthday, cultural traditions, etc., where people meet to commemorate and revel.

Wetland - Land characterized by the presence of water at a frequency and duration sufficient to support, and under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh and which is any of the following:

- a. contiguous to an inland lake or pond, or a river or stream;
- b. not contiguous to an inland lake or pond, or a river or stream; and more than five acres in size;
- c. not contiguous to an inland lake or pond, or a river or stream; and five acres or less in size if determined to be a wetland by the Michigan Department of Environmental Quality ("MDEQ").

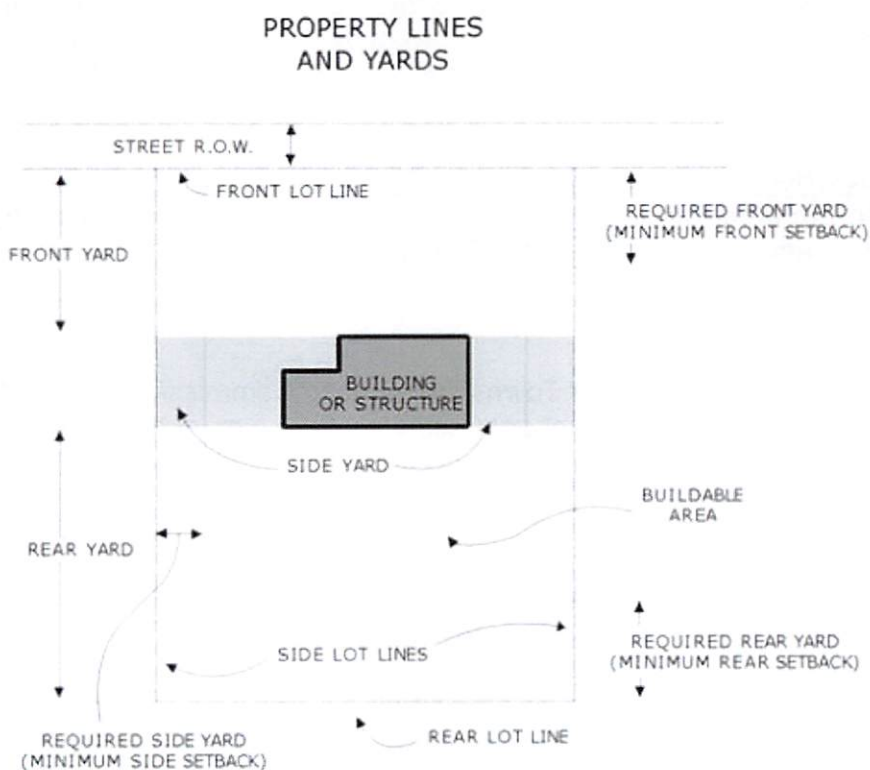
Wine tasting room - An off-site facility operated by a licensed winery other than the winery premises for the purpose of offering free samples of the wine it manufactures to customers as well as selling wine and goods to customers for consumption off premises only. Such a facility shall be properly licensed by the State of Michigan Liquor Control Commission and shall satisfy the requirements of such license.

Winery - A processing facility used for the commercial purpose of processing grapes or other materials to produce wine or similar spirits that is appropriately licensed for such use by the Michigan Liquor Control Commission and satisfies the requirements of such license. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions, and warehousing. Retail sales and tasting facilities of wine and related promotional items may be permitted as part of the winery operations.

Wooded area - An area of land dominated by trees.

Yard, front - Open space extending across the full width of a lot, parcel or building site, between the front property line of the lot, parcel, or building site and the nearest point of the building, or a porch or other projection thereof. The depth of such yard is the average horizontal distance between the front lot, parcel or building site property line and the nearest point of the building, or a porch, or other projection thereof.

Yard, rear - Open space extending across the full width of a lot, parcel or building site, between the rear property line of the lot, parcel or building site and the nearest point of the building, or a porch or other projection thereof. The depth of such yard is the average horizontal distance between the rear lot, parcel or building site property line and the nearest point of the building, or a porch, or other projection thereof.



**OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION**

DRAFT MINUTES OF A MEETING HELD DECEMBER 15, 2022

Agenda

PUBLIC HEARING: SPECIAL USE, KABAS

Kalamazoo Academy for Behavioral and Academic Success was requesting special exception use approval to establish a private school to host up to 24 children within the existing building located at 2345 N. 10 Street.

PUBLIC HEARING: CODE AMENDMENT – ARTICLE 69 BOARD OF APPEALS

Consideration of an amendment to the Township Zoning Ordinance for recommendation to the Township Board, to provide clarification on the duration of a variance and the Zoning Board of Appeal's duties and operational procedures.

PUBLIC HEARING: CODE AMENDMENT – SECTION 2.20 DEFINITIONS

Consideration of amendments to definitions within the Township Zoning Ordinance for recommendation to the Township Board.

A meeting of the Oshtemo Charter Township Planning Commission was held Thursday, December 15, 2022, commencing at approximately 6:03 p.m. at the Oshtemo Township Hall, 7275 West Main Street.

MEMBERS PRESENT: Bruce VanderWeele, Chair
Deb Everett
Micki Maxwell, Vice Chair
Chetan Vyas

MEMBERS ABSENT: Kizzy Bradford
Alistair Smith
Anna Versalle

Also present were Iris Lubbert, Planning Director, Colten Hutson, Zoning Administrator, James Porter, Township Attorney, Martha Coash, Recording Secretary, and five guests.

Call to Order and Pledge of Allegiance

Chairperson VanderWeele called the meeting to order at approximately 6:03 p.m. and those in attendance joined in reciting the Pledge of Allegiance.

Approval of Agenda

The Chair asked if there were any changes to the agenda. Hearing none, he let the agenda stand as published.

Public Comment on Non-Agenda Items

Hearing no comments, the Chairperson moved to the next agenda item.

Approval of the Minutes of the Meeting of December 8, 2022

Chairperson VanderWeele asked if there were additions, deletions, or corrections to the Minutes of the Meeting of December 8, 2022.

Hearing none, Chairperson VanderWeele asked for a motion.

Ms. Maxwell **made a motion** to approve the Minutes of the Meeting of December 8, 2022, as presented. Ms. Everett **seconded the motion**. The **motion was approved** unanimously.

The Chair moved to the next item on the agenda and asked Mr. Hutson for his presentation.

PUBLIC HEARING: SPECIAL USE, KABAS KALAMAZOO ACADEMY FOR BEHAVIORAL AND ACADEMIC SUCCESS WAS REQUESTING SPECIAL EXCEPTION USE APPROVAL TO ESTABLISH A PRIVATE SCHOOL TO HOST UP TO 24 CHILDREN WITHIN THE EXISTING BUILDING LOCATED AT 2345 N. 10th STREET.

Mr. Hutson explained Kalamazoo Academy for Behavioral and Academic Success, also commonly known as KABAS, was requesting special exception use approval to establish a private school within the existing building located at 2345 N 10th Street.

2345 N 10th Street is a standalone parcel located along the west side of N 10th Street, north of W Main Street, and west of US-131. The private school is proposed to be located within the northern most portion of the principal building on-site.

The Kalamazoo Academy for Behavioral and Academic Success (KABAS) is an organization specializing in assisting children with autism and other developmental delays, or who need more support than they are currently receiving. The special use is proposed to utilize roughly 2,464 square feet of space on the upper floor of the northern most portion of the principal building on-site. Up to 24 children between the ages of 5 and 12 are being proposed as well as up to 20 staff members. The applicant indicated no buses will circulate throughout the site as all children will be dropped off and picked-

up through private transportation. The private school's hours are proposed to be Monday through Friday from 9am-4pm.

He noted the subject property is presently zoned R-2: Residence District. Uses permitted in the R-2: Residence District are outlined in Article 7 of the Township's Zoning Ordinance. Public and private schools are identified as a special exception use within said code section. When reviewing a special exception use, the general special use review criteria outlined in Section 65.30 shall be followed.

Mr. Hutson provided an analysis of the proposal against Section 65.30 of the Township's Zoning Ordinance indicating it met all special use criteria and recommended approval of the proposed special exception use for the private school at 2345 N 10th Street with the following conditions.

- 1) The private school will serve up to 24 children between the ages of 5 and 12.
- 2) Hours of operation will be 9am-4pm Monday through Friday, with drop-offs occurring between 8am-9am and pick-ups occurring between 4pm-4:30pm.
- 3) The total space occupied by the private school use for KABAS shall not exceed 2,464 square feet.
- 4) Documentation from the State of Michigan (Department of Licensing and Regulatory Affairs) approving the proposed private school and sealed building drawings for said use shall be provided to the Township.

Chairperson VanderWeele thanked Mr. Hutson for his report and asked if Commissioners had questions.

Mr. Vyas wanted to be sure the necessary infrastructure including fencing would keep children away from 10th Street.

Mr. Hutson indicated the plan follows building codes. The existing playground is secure, enclosed with a four foot tall fence.

Ms. Everett asked whether the State would have to approve the school.

Mr. Hutson said the state would need to approve the school and that staff had conditioned their recommendation on that approval.

Hearing no further questions, the Chair asked if the applicant wished to speak.

Mr. Richard Mulatt, KABAS, 8971 W. KL Avenue, said the opportunity to seek approval for this school was appreciated. Staff have extensive experience teaching children with autism and noted there are only a handful of schools for autistic children in Michigan and they deal with milder problems. A lot of the children that will attend this school have limited language capability and have trouble complying. No school in Michigan and few in the nation deal with children with these problems. Kalamazoo has outstanding behavioral clinics but they are not appropriate for children during school hours. This school will be a very important for children and their families.

Chairperson VanderWeele noted he has attended Centerpoint Church and has had business with them in the past but did not have a conflict of interest on this issue. He moved to a public hearing and noted no one wished to address the board.

Ms. Lubbert read a letter into the record that was received from Mr. James Palmitessa, 2504 Ramblewood Drive, asking the Commission to reject the request from Centerpoint. The letter is attached to these minutes.

Hearing nothing further, the Chair closed the public hearing.

As Commissioners indicated they were satisfied with the request, the Chair asked for a motion.

Mr. Vyas **made a motion** to approve the special exception use approval to establish a private school to host up to 24 children within the existing building located at 2345 N. 10th street as presented based on the staff recommendation to include four staff conditions:

- 1) The private school will serve up to 24 children between the ages of 5 and 12.
- 2) Hours of operation will be 9am-4pm Monday through Friday, with drop-offs occurring between 8am-9am and pick-ups occurring between 4pm-4:30pm.
- 3) The total space occupied by the private school use for KABAS shall not exceed 2,464 square feet.
- 4) Documentation from the State of Michigan (Department of Licensing and Regulatory Affairs) approving the proposed private school and sealed building drawings for said use shall be provided to the Township.

Ms. Everett **seconded the motion**. The **motion was approved** unanimously.

**PUBLIC HEARING: CODE AMENDMENT – ARTICLE 69 BOARD OF APPEALS
CONSIDERATION OF AN AMENDMENT TO THE TOWNSHIP ZONING ORDINANCE
FOR RECOMMENDATION TO THE TOWNSHIP BOARD, TO PROVIDE
CLARIFICATION ON THE DURATION OF A VARIANCE AND THE ZONING BOARD
OF APPEAL’S DUTIES AND OPERATIONAL PROCEDURES.**

Ms. Lubbert noted that earlier in 2022 a request for a sign variance was submitted to the Township. In the process of researching substantial justice cases, staff found that a sign variance was previously approved for the site in question over a decade ago. The Township Ordinance currently does not state when and if an approved variance expires. For this reason, the request was approved as it fell within the parameters of the previous variance approval. To ensure this situation does not happen again and to provide clarity, staff drafted an amendment to Article 69 that outlines the duration of a variance. As this section was being updated, staff found it prudent to

review the entirety of Article 69. Additional amendments that provide clarification on the Zoning Board of Appeal's duties and operational procedures were also proposed.

She walked through the proposed amendment, especially focusing on section C. Duration of Nonuse Variance Approval, including the four newly listed conditions which she indicated were fairly standard, and the allowance of a one-time extension possibility under certain conditions.

As there were no questions from Commissioners, Chairperson VanderWeele opened a public hearing. He closed the hearing after determining there were no public comments on the proposed amendment and requested a motion.

Ms. Maxwell **made a motion** to send the Code Amendment: Article 69 Board of Appeals as presented with a recommendation for approval to the Township Board. Mr. Vyas **seconded the motion**. The **motion was approved** unanimously.

The Chair moved to the next item on the agenda.

PUBLIC HEARING: CODE AMENDMENT – SECTION 2.20 DEFINITIONS CONSIDERATION OF AMENDMENTS TO DEFINITIONS WITHIN THE TOWNSHIP ZONING ORDINANCE FOR RECOMMENDATION TO THE TOWNSHIP BOARD.

Ms. Lubbert informed Commissioners the State Legislature recently acted to amend certain childcare laws to allow for increased capacity within family child care homes and group childcare homes. Public Act 106 of 2022 allows for one (1) additional child for a family child care home and two (2) additional children for a group child care home if they meet certain criteria. A family child care home, or group care home, is automatically eligible for increased capacity after satisfying all the following criteria:

- a) holds a current license;
- b) has been licensed to operate for at least twenty-nine (29) consecutive months;
- c) has received one or more unrelated minor children for care and supervision
- d) during the license (under subdivision b);
- e) has received a renewed regular license after at least twenty-nine (29) months
- f) of licensed operation (under subdivision b).

Due to these changes, the Township Attorney recommended the Commission amend applicable definitions to ensure Township compliance with the State Legislature. As part of these proposed amendments, in order to comply with State legislature, Qualified Residential Treatment Programs (QRTP) shall be added as a permitted use in all residential zones. In addition, staff identified a number of definitions that should be added to provide clarity to other sections of the ordinance and a number of existing problematic definitions that should be revised. Ms. Lubbert reviewed the proposed amendments to Section 2.20 of the Ordinance to comply with state law regarding child care and that address the additionally identified concerns.

Hearing no questions from Commissioners, Chairperson VanderWeele opened a public hearing. He closed the hearing after determining there were no public comments on the proposed amendment and requested a motion.

Ms. Everett **made a motion** to send the Code Amendment – Section 2.20 Definitions as presented with a recommendation for approval to the Township Board. Ms. Maxwell **seconded the motion**. The **motion was approved** unanimously.

PUBLIC COMMENT

There were no public comments.

OTHER UPDATES AND BUSINESS

Ms. Lubbert announced this was the last meeting for Commissioners VanderWeele, Vyas and Bradford, thanked them for their service and presented certificates of appreciation. She noted Township Board member Zak Ford would replace Ms. Bradford on the Planning Commission.

Mr. Vyas expressed his pleasure and honor to serve as a part of this group and hoped the Commission would move forward soon to resolution of the future for Maple Hill South.

Chairperson VanderWeele appreciated the opportunity to serve the Township over the last six years and felt the group had accomplished a fair amount over that time.

ADJOURNMENT

With there being no further business to consider, Chairperson VanderWeele adjourned the meeting at approximately 6:54 p.m.

Minutes prepared:
December 16, 2022

Minutes approved:
_____, 2022

James Palmitessa
2504 Ramblewood Drive
Kalamazoo, MI 49009

December 10, 2022

Oshtemo Charter Township
Planning Commission
Attn: Ms. Iris Lubbert, Planning Director

Dear Members of the Planning Commission,

I am a tax-paying resident of Oshtemo Township and live within 300 feet of the proposed school described in your recent notice related to the Zoning Public Hearing on December 15, 2022. . The address of the” Kalamazoo Academy for Behavior and Academic Success” is exactly the same address as Centerpoint Church which has come to the Planning Commission during the past three years with a number of requests for variance. It would have been helpful if this was disclosed in the notice to the neighborhood. If this non-profit organization isn’t just a way to skirt the zoning laws, one wonders if there has been some market analysis for a need of such a school or does the Planning just take a word at face value of a proposing party. Also, what is the “Kalamazoo Academy for Behavior and Academic Success”? How many staff members does it have? Will its school be separate than the Centerpoint programs? How is this organization, which a Google search indicates was just founded last year, to train teachers at the school? Another quick Google search shows that there was a petition a few years by the group called “Concerned Behavior Analysts” against the Registered Agent of the organization. All this raises important questions and issues which the Church itself should be concerned about before inviting this organization into its complex and in charge of teaching children. However, the key issue for the Planning Commission should be that the Centerpoint Church complex – and whoever they invite into their building – is already too large and has a negative impact on the character and traffic in this residential neighborhood. The members of the Planning Commission and elected officials of the township should reject this request for a special exemption, resist the aggressive lobbying of Centerpoint, and maintain the residential character of this neighborhood for people who live and pay taxes here.

Respectfully,



Memorandum

Date: 20 January 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: Parks Director Job Description Revisions



Objective

Requesting Board consideration of these proposed revisions to the Parks Director job description.

Background

Earlier this month, our current Parks Director announced her intent to retire April 2023. We are beginning to work through the steps we need to take to staff for this position.

Information Provided

Attached is the redline of the Parks Director job description.

Core Values

Sustainability, Professionalism, Integrity

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: PARKS DIRECTOR

General Summary:

Under the direct supervision of the Township Supervisor, performs administrative and professional work directing the management and operations of the Parks. This position works closely with Maintenance Department personnel but has no supervisory responsibilities. There are currently no other staff in the Parks Department.

Physical Requirements:

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

The employee must be able to visit all park properties within the Township. The ability to drive is required in order to view the parks and their amenities. During park visits park properties in order to review all on-site structures, trails, playground equipment, athletic fields, etc.

While at the office, the Parks ~~Administrator-Director~~ must be able to type reports and permits and prepare maps. The Parks ~~Administrator-Director~~ must also be able to visually review schematic drawings, permit applications, site plans and related documents. In addition, the employee must be able to meet with outside agencies and organizations.

Several days of the ~~monthyear~~, the employee must be able to work up to 12 hours per day and attend necessary public meetings. During ~~the public input meetings~~, Planning Commission, ~~Zoning Board of Appeals~~ and Township Board meetings, the employee must also be able to present reports publicly using a computer and a projector system.

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

The ability to communicate the goals of the Parks Committee, prepare reports and analyses and recommendations not only to the public, but also to the Parks Committee, Planning Commission, Township Board, orally and in writing, in English, is required.

Typical Responsibilities:

1. Provide staff assistance to Parks Committee to implement the Five Year Parks and Recreation Master Plan ~~and Non-Motorized Trail Plan~~.

2. Develop and implement parks and open space goals, objectives, policies and procedures. Seek and utilize public input in the development of parks and open space goals and objectives.
3. Plan, organize and direct Parks Committee activities including land acquisition and park planning, design, development, and improvement.
4. Direct, oversee and participate in the development of the Parks Committee work plan, ~~assign work activities~~, lead projects and programs, monitor work flow, review and evaluate work products, methods and procedures.
5. Provide staff support to Oshtemo Friends of the Parks' Board, coordinate volunteer projects in the parks, including recruiting and managing volunteers, and plan and host public events in the parks with support from volunteers. Some weekend work will be required.
- 4.6. Research grant opportunities and prepare grant applications to fund park improvement projects, including State and private grant sources. Implement grant funded projects and administer grants, including grant reporting.
7. Prepare the Parks draft budget; assist in budget preparation with the Parks Committee; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.
8. Develop and manage park information on the Township website.
- 5.9. Work with Township Clerk's staff to manage rentals of park facilities for private and public events.
- 6.10. Build and maintain positive working relationships with co-workers, other parks and open space organizations, employees and the public using principles of good customer service.
- 7.11. Represent the Township to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
12. Research and prepare technical and administrative reports; prepare written correspondence.
- 8.13. Provide landscape plan review support to planning staff.

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

Employment Qualifications:

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

EDUCATION: Equivalent to a Bachelor's degree from an accredited college or university

with major course work in landscape architecture, parks and recreation, environmental design or a related field.

EXPERIENCE: Two years of increasingly responsible experience in park planning, design and development, ~~including two years of supervisory responsibility.~~

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

Effective Date: ~~05/12/15~~01/25/23

Memorandum



Date: 20 January 2023
To: Township Board
From: Sara Feister, HR/Benefit Coordinator
Subject: Zoning Administrator Job Description Revision

Objective

Requesting Board consideration to approve the proposed revisions to the Zoning Administrator job description.

Background

With the addition of the GIS Specialist position, the Zoning Administrator will not be primarily responsible for any GIS duties.

Attachments

- Zoning Administrator Job Description Redline with changes

CHARTER TOWNSHIP OF OSHTEMO POSITION DESCRIPTION

Position Title: **ZONING ADMINISTRATOR**

General Summary:

Under the general direction of the Township Supervisor and the direct supervision of the Planning Director, perform a variety of planning duties:

Physical Requirements:

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

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

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

Several days of the month, the employee must be able to work up to 12 hours per day and attend necessary public meetings. During the Planning Commission, Zoning Board of Appeals and Township Board meetings, the employee must also be able to present reports publicly using a computer and a projector system.

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

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

Typical Responsibilities:

- 1) Respond to inquiries from and provide assistance to public agencies, developers, and citizens regarding planning and zoning related issues.
- 2) Assist applicants with relevant building permits and review applications.

- 3) Perform field inspections of development projects for conformance with approved plans and compliance with Township regulations.
- 4) Review development proposals, as assigned, for compliance with local policies and regulations and accepted planning principles including meeting with developers and property owners. Take applicants through the review/approval process. Coordinate project approvals until completion.
- 5) Prepare written and/or oral reports and findings on planning and zoning activities.
- 6) As necessary, assist Ordinance Enforcement Officer with Zoning Ordinance enforcement.
- 7) Assist Planning Director as Department liaison to Township boards and committees. This includes attending and presenting projects to the Planning Commission, Zoning Board of Appeals, joint board meetings, and Township Board meetings on an as needed basis.
- 8) Participate in planning projects and studies involving zoning, land use, resource management, and socioeconomic analysis.
- 9) Serve as liaison to Township Committees, as assigned.

~~10) Participate in the maintenance of planning and zoning records and coordinate correction of Township maps and GIS.~~

~~11) Responsible for use of GIS to assist with analysis and presentation of information for Township projects as needed.~~

~~12) Participate in professional associations, seminars, and conferences.~~

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

Employment Qualifications:

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

EDUCATION: Bachelor’s Degree in Planning or related field, with coursework in GIS.

EXPERIENCE: At least one (1) year of zoning administration, or related experience.

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

Effective Date: ~~05/12/2020~~01/25/23



The Metropolitan Planning Organization for the Greater Kalamazoo Area

5220 Lovers Lane, Suite 110
Portage, MI 49002
\ . 269-343-0766
info@KATSmpo.org

January 4, 2023

Ms. Libby Heiny-Cogswell, Supervisor
Oshtemo Township
7275 West Main St
Kalamazoo, MI 49009

RE: Contributed Services Agreement for Kalamazoo Area Transportation Study (KATS) Match

Dear Ms. Heiny-Cogswell,

Enclosed you will find the approved schedule of contributed services to cover the local match needed for the Kalamazoo Area Transportation Study (KATS) operations. Thank you for agreeing to help KATS meet the local match it needs for Federal planning funds in FY 2024 (beginning October 1, 2023). This local match will come from the value of contributed services that your staff or consultants will be normally doing in FY 2024. This is not a request for cash from your jurisdiction.

While your township does not receive Federal funds directly through KATS, it does benefit from the operations and actions of KATS. These benefits include:

- Federal funding to the Road Commission of Kalamazoo County and Van Buren County Road Commission for road, bridge, non-motorized, and other projects in your township.
• Federal funding to the Kalamazoo County Transportation Authority, the Central County Transportation Authority, Kalamazoo Metro Transit, and Van Buren Public Transit for public transit.
• KATS is a forum where townships, cities, villages, the Road Commissions, public transit agencies, the counties of Kalamazoo and Van Buren, and the Michigan Department of Transportation meet to cooperatively plan and program transportation projects in Kalamazoo County and a portion of eastern Van Buren County
• Land use and master planning at the local level is tied to transportation planning and KATS staff is available to work with your planning commissions on questions or issues.

Enclosed is an agreement that I ask you to complete and return to us by mail or email erumick@katsmpo.org by February 3, 2023. Again, by agreeing to provide contributed services to KATS, we can use the value of the costs you accrue in completing planning or mapping work that supports the KATS work program. KATS staff will work with you in the coming months to show how you can report this time.

Thank you for your help. Please feel free to call me if you have any questions on this request. I will be happy to meet with you if you would like.

Steven L. Stepek, AICP
Executive Director

Enclosure





**Third Party In-Kind Contributions Notification and Assurances
FY 2024 Unified Planning Work Program
Kalamazoo Urbanized Area**

For Federal Highway Administration Consolidated Planning Dollar Funds (FHWA PL 112)

1. **Notification** - In executing the subject FY 2024 Unified Planning Work Program (UPWP), the Kalamazoo Area Transportation Study (KATS), the Metropolitan Planning Organization (MPO) for the Kalamazoo urbanized area, proposes to use third party in-kind contributions provided by:

- Road Commission of Kalamazoo County
- Van Buren County Road Commission
- City of Kalamazoo
- City of Portage
- Kalamazoo County
- Western Michigan University
- Comstock Township
- Kalamazoo Township
- Oshtemo Township
- Texas Township
- City of Galesburg
- City of Parchment
- Village of Augusta
- Village of Climax
- Village of Mattawan
- Village of Lawton
- Village of Paw Paw
- Village of Richland
- Village of Schoolcraft
- Village of Vicksburg
- Van Buren County
- Alamo Township
- Almena Township
- Antwerp Township
- Brady Township
- Charleston Township
- Climax Township
- Cooper Township
- Pavilion Township
- Paw Paw Township
- Prairie Ronde Township
- Richland Township
- Ross Township
- Schoolcraft Township
- Wakeshma Township

to cover all or a portion of the non-federal match on a total UPWP basis.

2. **Identification and Inclusion** - The third party in-kind contributions are identified in the UPWP tasks descriptions and budget tables. The value of these in-kind contributions is included in the total UPWP budget.

3. **Third Party Consent** - The above stated agencies have agreed that the value of the eligible work performed by their staff or consultants may be used as an in-kind contribution.

4. **Not Paid by Other Federal Funds** - The cost of the third-party work will be paid for with funds available to the third party. The cost for such work will not be paid for by Federal funds or used as a match for other federally funded grants or subgrants.

5. **Eligible and Allowable** - The third party in-kind contributions are for:

- Safety Analysis
- Short and Long Range Planning
- Public Participation
- Transportation System Monitoring
- Planning Program Development
- Development of Transportation Model
- Use of social and economic data
- Congestion Mitigation and Air Quality
- Transportation Management Systems
- Environmental Mitigation and Consultation
- Updating GIS Maps and Pictometry Aerials
- Non-Motorized Planning
- Long Range Transportation Development

Third Party In-Kind Contributions Notifications and Assurances

FY2024 Unified Planning Work Program

Page 1

The eligible amounts paid to gather traffic data under the Traffic Data Collections contract will be included toward agency contributions.

These activities are essential to fulfill Federal transportation planning requirements, are eligible for funding under Title 23, and are allowable under applicable Office of Management and Budget (OMB) Circulars.

6. **Time Period** - The third-party work will be performed during the FY 2024 UPWP time period (October 1, 2023 - September 30, 2024).
7. **Verifiable** - The derivation of the estimated value placed on the third party in-kind contributions is documented and verifiable from the records of the above stated agencies and the MPO. Actual contributions will be recorded and maintained by the MPO and the third party. Such records shall account for all time and costs, not just the portion used as an in-kind contribution.
8. **Amount** - The total amount of estimated third party in-kind contributions approved by the Policy Committee at its February 26, 2014 meeting for the FY 2024 UPWP is \$132,955 based on the following breakdown:

Agency	Match Requested
Road Commission of Kalamazoo County	\$22,000.00
Van Buren County Road Commission	\$10,000.00
City of Kalamazoo	\$22,000.00
City of Portage	\$22,000.00
Kalamazoo County	\$6,000.00
Western Michigan University	\$6,000.00
Comstock Township	\$2,000.00
Kalamazoo Township	\$2,000.00
Oshtemo Township	\$2,000.00
Texas Township	\$2,000.00
City of Galesburn	\$1,200.00
City of Parchment	\$1,200.00
Village of Augusta	\$1,200.00
Village of Climax	\$1,200.00
Village of Mattawan	\$1,200.00
Village of Lawton	\$1,200.00
Village of Paw Paw	\$1,200.00
Village of Richland	\$1,200.00
Village of Schoolcraft	\$1,200.00
Village of Vicksburg	\$1,200.00
Van Buren County	\$500.00
Alamo Township	\$100.00
Almena Township	\$100.00
Antwerp Township	\$100.00
Brady Township	\$100.00
Charleston Township	\$100.00
Climax Township	\$100.00
Cooper Township	\$100.00
Pavilion Township	\$100.00
Paw Paw Township	\$100.00
Prairie Ronde Township	\$100.00
Richland Township	\$100.00
Ross Township	\$100.00
Schoolcraft Township	\$100.00

***Third Party In-Kind Contributions Notifications and Assurances
 FY2024 Unified Planning Work Program
 Page3***

Wakeshma Township	\$100.00
Kalamazoo County Transportation Authority	\$10,330.00
Central County Transportation Authority	\$10,330.00
Van Buren Public Transit	\$2,295.00
Estimated FY 2024 Contributions	\$132,855.00

Agencies are encouraged to continue to report activities to the Kalamazoo Area Transportation Study once their contribution has been reached. If this total exceeds the amount needed to provide the non-Federal match for available FHWA Consolidated Planning Dollar funds, only that portion needed to cover the match will be used. If the third party in-kind contributions are not sufficient to cover the match requirement, the additional match will be paid from non-Federal cash resources.

The Kalamazoo Area Transportation Study will not invoice any contributing member that fails to meet their target listed here provided that the local match needed for the KATS program has been satisfied by all contributed services. In case the required KATS match is not reached, KATS will invoice those agencies/municipalities that did not reach their target for the match shortfall. If more than one agency/municipality is short and cash is required to satisfy the KATS local match, the amount needed will be divided between those entities in proportion to their contributed service targets. The amount invoiced will not exceed the difference between the contributed service target and the services actually contributed by an agency/municipality.

This assurance is provided in support of the Kalamazoo Area Transportation Study's request for prior approval to use in-kind contributions as match to FHWA Consolidated Planning Dollar funds and to convey recognition of the continuing responsibility for record keeping and billing procedures per 49 CFR Part 18. We agree to the estimated third party in-kind contributions for our agency as identified on Pages 2 and 3

Printed Name: 	Date:
Signature:	Agency/(Third Party):
Title:	Department

Memorandum

Date: 24 January 2023
To: Township Board
From: Greg McComb, Fire Chief
Subject: Purchase of extrication tools



Objective

Motion requested: Board authorization to purchase extrication tools in amount of \$115,000 with \$45,000 already in the 2023 budget and to amend the budget to expend \$70,000 additional. The source of the \$70,000 is a donation already received (anonymously donated).

Background

Each year, the Fire Department encounters vehicles which are being built safer, using stronger materials. After a period of time, the tools we use to cut through the metal on vehicles need to be brought up to current times. Late last year we received an anonymous donation of \$70,000 to purchase extrication tools. We evaluated Hurst and Holmatro brand battery powered tools and landed with Holmatro as our choice.

Information Provided

Our current sets of tools are also Holmatro, so the learning curve will be easy. The new tools are battery powered, so we will be able to pull the tool from the truck and go right to work. Our current tools utilize a hydraulic pump and 15' hoses that connect from the pump to the tool, limiting your length of movement. The current system also only allows up to two tools to be powered at any one time. Utilizing the battery powered tools will increase our ability to gain access to patients trapped in their vehicles quicker and safer.



Memorandum



Date: January 19, 2023
To: Township Board
From: Karen High, Parks Director
Subject: **Rename Grange Hall to Grange Hall Park**

Objective

Motion requested: Board approval to rename the Grange Hall to Grange Hall Park to better reflect the recreation amenities available at the site.

Background

Oshtemo's Parks Committee recommends renaming 'Grange Hall' to 'Grange Hall Park'. The proposed name was selected because it is consistent with the names of two of our other parks: Drake Farmstead Park and Oshtemo Township Park. It is also consistent with Flesher Field Park, a term which is sometimes used for clarity when referring to Flesher Field.

The proposed name change will help to inform residents and visitors that recreation amenities are available at the site. Amenities include the following:

- A small accessible playground and picnic area, constructed in 2015 with grant funds from the Michigan Natural Resources Trust Fund.
- Basketball court and horse shoe pits.
- Nature trail built in 2020 and 2021 by Boy Scouts.
- Bike Fix-It Station, water spigot, and other resources for bicyclists who park at the Grange Hall to ride the scenic, rural roads in the area.

The 2023 budget includes funds to replace the ground sign on the site, which is old and in serious disrepair. If approved, the new sign will reflect the park's new name. The Parks Committee also recommends installing a small sign or plaque on the building with the words "West Oshtemo Grange Hall," or something similar, in a size and style in keeping with the historic nature of the structure. Board approval is not required for the addition of the wall plaque.

Oshtemo Township has owned the Grange Hall since 1980. In 2017, it was renovated and an elevator was added to make the building accessible to all. The building was purchased from West Oshtemo Grange #1630 with the stipulation that the organization could continue to use the building meetings and events. It was constructed in 1937.

Core Values

Public Service, Fiscal Stewardship

Memorandum



Date: 11 January 2023
To: Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: **Facilities Project – Fire Station Two Solar Panel Installation – Update**

Action Requested

Motion for Board approval for the Supervisor to enter into an agreement with Helios Solar Investments LLC for installation of solar panels on the south facing roof at Fire Station Two on S 6th Street, per terms of the agreement provided in the packet. This includes the Township leasing the solar panels for a minimum of five years. And to authorize up to \$4,000 from budget line 101-218-97400 Capital Outlay to move the roof vent pipe.

Background

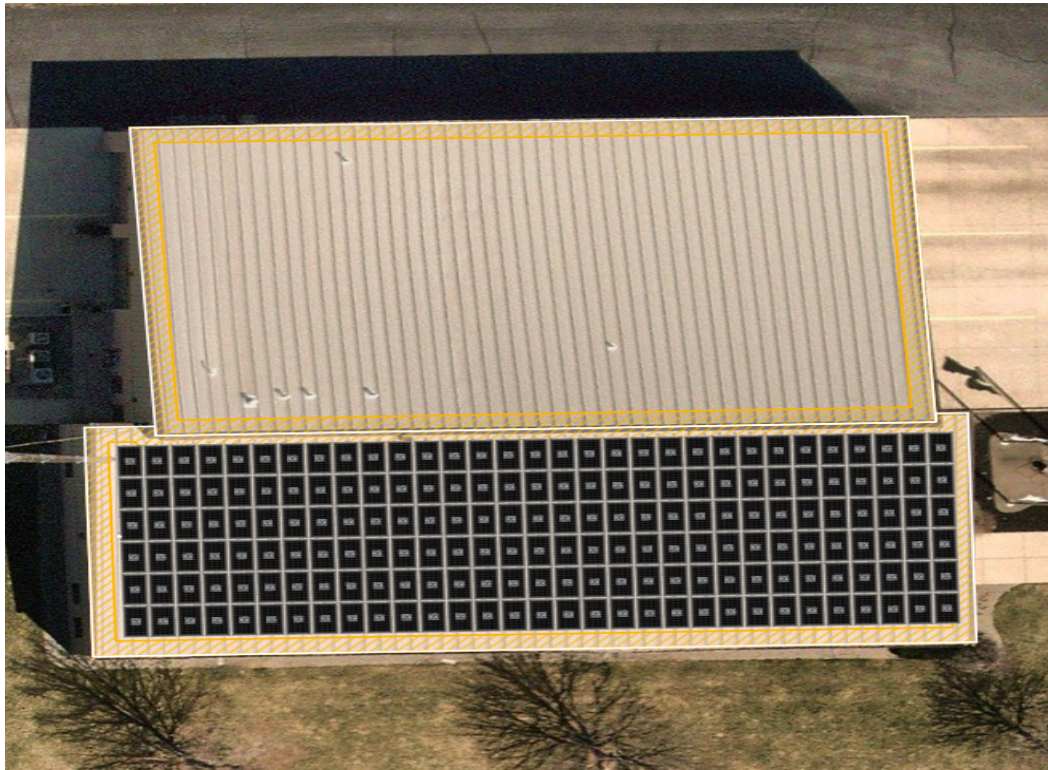
Trustee Zak Ford requested exploration of solar project installation in first quarter 2022. Supervisor provided building plans and utility bills to Connor Field of Helios to evaluate and provide a quote. Many steps were needed to determine whether the roof structure would support the panels weight. The Board discussed the project in December. Following that meeting, due diligence work was done, and the following is provided:

- Attorney Porter reviewed the agreement and determined, among other points, that the agreement “allows the Township to receive a credit if the “avoided cost” is less than the payments made under the service contract. This seems very fair to the Township.” He also reached understanding of the leasing provisions through follow up conversations with Helios’ attorney. Jim’s conclusion is that the panels can be leased, and this will provide cost savings to the Township. Jim will provide a more detailed explanation at the Board meeting.
- Maintenance Department Head Greg Fountain & Supervisor Heiny-Cogswell visited the Kalamazoo Nature Center (KNC) Heronwood property in Alamo to directly view their recent Helios installation. The KNC has completed four solar installation projects with Helios and is exploring a fifth. KNC conveys they have had no issues working with the contractor and highly recommends Helios. The KNC also conveys they have had no issues with the quality and durability of the equipment. The only issue, outside of aesthetic considerations, is delivery time by Consumers Energy for the transformer for the Heronwood installation. Greg Fountain states that all his questions are answered. He recommends moving forward with the project and to lease the equipment (vs outright purchase).
- Maintenance also recommends moving the Fire Station Two roof vent pipe to allow for 6 more solar panels, at an estimated cost not to exceed \$4,000.
- Hartleb Agent Geoff Lansky informs not seeing a problem with leasing the equipment place on the standing seam roof at Fire Station Two. He recommends Helios be named as a “Lessor of Equipment” on the Township insurance policy.
- The Township Board reached consensus in Spring 2022 to use ARPA monies for solar panel expansion. Given the recommendation to lease the equipment, this money can be used for 1) other projects TBD, or 2) other operations and the savings reserved for purchase of the equipment in year six or later, at reduced cost.
- Supervisor Heiny-Cogswell, following a year of work to research the feasibility, expense, and options, recommends Board discussion to determine whether to proceed with this final step to move forward with the first Oshtemo Township solar panel installation project.

Information Provided

Solar panel roof diagram (Roof vent would be relocated for six more panels).

Board packet information from 12.13.2022 - proposed Helios Solar Investments LLC agreement.



SERVICE CONTRACT

SERVICE PROVIDER
HELIOS SOLAR INVESTMENTS LLC
248 WEST MICHIGAN AVE
KALAMAZOO, MI 49007

Service Recipient	Charter Township of Osthemo
Address	7275 West Main Street
Term of Service Contract	25 Years
Beginning Date	April 1, 2023
Ending Date	December 31, 2047
Alternative Energy Facility	Photovoltaic Electricity Generation System with a nominal nameplate capacity of 74.4 kW DC-STC located at 3500 S 6 th St, Kalamazoo, MI 49009
Initial Payment per kWh	\$0.135 per kWh
Service Contract Escalator	4% (Annual Rates are specified in Attachment A)

SERVICE CONTRACT TERMS AND CONDITIONS

1. Helios Solar Investments LLC hereby agrees to provide the service of operation of said Alternative Energy Facility described above to the Charter Township of Osthemo (hereinafter "Service Recipient"), for the term and payments set forth above, to commence on said Beginning Date.

2. At the conclusion of each calendar quarter, Helios Solar Investments LLC will deliver an Invoice to said Service Recipient. The amount due for each calendar quarter shall be the current "Payment Amount per kWh" for the number of kWh's produced by said Alternative Energy Facility as measured and reported to the Enphase Enlighten website established for said Alternative Energy Facility.

3. Helios Solar Investments LLC is solely responsible for the design, installation, construction, operation and maintenance of said Alternative Energy Facility during the term of this Service Contract. It is understood that Helios Solar Investments LLC (1) is the sole owner of said Alternative Energy Facility, (2) is in complete control of said Alternative Energy Facility, and (3) is deemed to be in the physical possession of said Alternative Energy Facility.

4. Service Recipient shall grant access as reasonably necessary for Helios Solar Investments LLC and/or its vendor, Helios Solar LLC, or other authorized subcontractors, to install, construct, maintain and operate said Alternative Energy Facility. Helios Solar Investments LLC shall have the right to restrict access to those areas and equipment as is necessary for safety purposes, including the right to post warning signage as is reasonably appropriate.

5. Helios Solar Investments LLC shall require its vendor, Helios Solar LLC, or other authorized subcontractors, to obtain all appropriate and necessary state and local permits related to the Alternative Energy Facility and shall comply with all federal, state, and local laws related to the Alternative Energy Facility and installation or operation thereof. Helios Solar Investments LLC is obligated to repair any damages to the premises of Service Recipient caused by the installation, operation or maintenance of said Alternative Energy Facility.

6. Helios Solar Investments LLC shall install network enabled monitoring equipment to measure the output of said Alternative Energy Facility to the Enphase Enlighten website and shall make the data produced by said equipment available online to Service Recipient without additional charge.

7. As the owner of said Alternative Energy Facility, Helios Solar Investments LLC is obligated to obtain and pay for its own insurance for loss coverage applicable to said Alternative Energy Facility.

8. Service Recipient is a governmental entity exempt from all real or personal property taxes or any other taxes that might be levied on the said Alternative Energy Facility, or as a result of the electricity generated by said Alternative Energy Facility. Service Recipient agrees to exempt Helios Solar Investments LLC from the assessment for any or all real or personal property taxes under the Michigan General Property tax Act.

9. It is understood that Helios Solar Investments LLC is intended to be the sole beneficiary of any income tax incentives and benefits related to said Alternative Energy Facility and specifically intends to apply for and receive the Investment Tax Credit for said Alternative Energy Facility. Service Recipient agrees that it will execute any documents reasonably requested to implement said understanding.

10. It is the mutual understanding of the parties that the operation of said Alternative Energy Facility will reduce the actual cost that Service Recipient would have otherwise paid to purchase electricity from Consumers Energy. Said reduction of purchases from Consumers Energy by Service Recipient shall hereafter be described by the term "Avoided Cost". If during any calendar year, the Avoided Cost realized by Service Recipient is less than the payments made pursuant to this Service Contract, Service Recipient shall be entitled to a credit for said difference to be realized by reduction of the payments due for the following calendar year.

11. After said Alternative Energy Facility has been in operation for five (5) years, Service Recipient shall have the option to purchase said Alternative Energy Facility from Helios Solar Investments LLC for its fair market value. The schedule contained in Attachment B specifies the agreed fair market value for years 6 through 15. Service Recipient may exercise the option to purchase by written notice to Helios Solar Investments LLC during the month of September of each year with the closing of the transaction to take place on the last business day of the respective year. The obligation of Service Recipient to make quarterly payments to Helios Solar Investments LLC for the kWh's of electricity produced by said Alternative Energy Facility will terminate upon the purchase of said Alternative Energy Facility by Service Recipient.

12. If any quarterly payment is 10 days or more late, Service Recipient will be obligated to pay a Late Charge of 1.5% per month until paid. In addition to any and all remedies allowed at law, if the Service Recipient shall fail to pay any of the monthly payments when due, provided Service Recipient has been given ten (10) days' notice and an opportunity to cure said nonpayment during an additional ten (10) day period and has still failed to pay, Helios Solar Investments LLC shall have the right to enter upon Service Recipient's premises to remove said Alternative Energy Facility.

13. At the end of the original term of this Service Contract or any automatic extension, if said Photovoltaic Electricity Generation System is functioning satisfactorily, this Service Contract shall automatically renew for an additional period of five (5) years unless either party notifies the other party in writing of a decision to reject automatic renewal. Notice of the decision to reject automatic renewal can be delivered at any time prior to the commencement of each individual automatic renewal.

14. At the termination of this Service Contract, Helios Solar Investments LLC shall remove said Alternative Energy Facility at its sole expense, and repair any damages caused by such removal.

15. This Service Contract constitutes the entire agreement of the parties with respect to the subject matter thereof, and may not be changed or modified except in writing. This Service Contract shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

16. Any notice to a party hereunder shall be sufficiently given if mailed to said party by first class mail at the addresses set forth above or such other mail or email addresses as either may designate in writing.

17. This Service Contract shall be governed by the laws of the State of Michigan. No provision hereof which may be construed as unenforceable shall in any way invalidate any other provision, all of which shall remain in full force and effect.

WE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.

SERVICE PROVIDER
Helios Solar Investments LLC

SERVICE RECIPIENT
Charter Township of Osthemo

By: Connor T. Field
Chief Executive Officer

By: (Name)
(Title)

Date:

Date:

ATTACHMENT A
ESCALATOR SCHEDULE

		Payment per kWh rate
Year	Starting Payment	
1	January 1, 2023	\$0.1350
2	January 1, 2024	\$0.1404
3	January 1, 2025	\$0.1460
4	January 1, 2026	\$0.1518
5	January 1, 2027	\$0.1579
6	January 1, 2028	\$0.1642
7	January 1, 2029	\$0.1708
8	January 1, 2030	\$0.1776
9	January 1, 2031	\$0.1847
10	January 1, 2032	\$0.1921
11	January 1, 2033	\$0.1998
12	January 1, 2034	\$0.2078
13	January 1, 2035	\$0.2161
14	January 1, 2036	\$0.2247
15	January 1, 2037	\$0.2337
16	January 1, 2038	\$0.2431
17	January 1, 2039	\$0.2528
18	January 1, 2040	\$0.2629
19	January 1, 2041	\$0.2734
20	January 1, 2042	\$0.2844
21	January 1, 2043	\$0.2958
22	January 1, 2044	\$0.3076
23	January 1, 2045	\$0.3199
24	January 1, 2046	\$0.3327
25	January 1, 2047	\$0.3460

ATTACHMENT B
OPTION TO PURCHASE

Year	Closing Date	Option Price
6	December 31, 2028	\$136,554
7	December 31, 2029	\$129,367
8	December 31, 2030	\$122,180
9	December 31, 2031	\$114,993
10	December 31, 2032	\$107,806
11	December 31, 2033	\$100,619
12	December 31, 2034	\$93,432
13	December 31, 2035	\$86,244
14	December 31, 2036	\$79,057
15	December 31, 2037	\$71,870

Memorandum



Date: January 18, 2023
To: Township Board
From: Anna Horner, P.E., Public Works Director
Subject: Engineering Consultant Services (F&V) Contract Amendment

Objective

Motion Requested: Approval of Amendment K as presented for additional professional services with Fleis & VandenBrink for Phase 2 Sanitary Sewer Design effort.

Background

Township Staff is working with our consultant engineers to finalize the design of Phase II of the Neighborhood Sanitary Sewer Expansion Projects. During the preliminary design phase, it has been identified that utilizing pump stations (also commonly called lift stations) in one specific area of Westport, is more cost effective and safe for construction and long-term maintenance. Please reference the attached memo for more detailed information in this determination and the option considered prior to making this decision. Alternative No. 1 is the recommendation of Public Works Staff and related to this amendment request.

To ensure compliance with USDA requirements and Township purchasing policy, formal approval is requested by the Board.

The presented cost for additional services was included in the 2023 Budget (Fund 493) so no budget amendment is needed.

Attachments

Attachment K
Memo from F&V: Phase 2, Contract D Constructability (Sewer Depth)

This is **EXHIBIT K**, consisting of **[2]** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 8, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: **January 24, 2023.**

Background Data

Effective Date of Owner-Engineer Agreement: January 8, 2019

Owner: Oshtemo Township
7275 West Main Street
Kalamazoo, MI 49009

Engineer: Fleis & VandenBrink
4798 Campus Drive
Kalamazoo, MI 49008

Project: Neighborhood Sewer Extension Phase 2

Nature of Amendment:

 X Modifications of payment to Engineer

Description of Modifications:

- **Modification of the basic services**

Change Contract D gravity sanitary sewer design by adding three lift stations to reduce the overall depth of the sanitary sewer and reduce constructability concerns.

Basic Services: \$53,000

The Engineering services above will be paid with Township available funds and not incorporated into the USDA Loan Amount.

Agreement Summary:

Original agreement amount:	\$ <u>2,150,000</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>53,000</u>
Adjusted Agreement amount:	\$ <u>2,203,000</u>

Change in time for services (days or date, as applicable): Submit final design to Owner by April 21, 2023.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Oshtemo Township

ENGINEER:
Fleis & VandenBrink Engineering, Inc.

By: _____

Print name: Elizabeth Heiny-Cogswell

Title: Township Supervisor

Date Signed: _____



By: _____

Print name: Matt Johnson, P.E.

Title: Regional Manager

Date Signed: 1/19/2023



MEMO

To: Marc Elliott, PE, DPW Director

From: Fleis & VandenBrink

CC:

Date: 07/20/2020

Re: Phase 2, Contract D Constructability (Sewer Depth)

At the beginning of the design phase for Contract D F&V met with Oshtemo Township to understand the overall goal of the sanitary sewer system for project area. It was our understanding that the Township's primary goal for the sanitary sewer system in this area was to design a system that functions by gravity sewer only and does not require a pump station(s).

We proceeded with this direction and designed the sanitary sewer system accordingly. It is possible to install a sanitary sewer system for this area that conveys sewer flow by gravity only, however, it would involve installation of very deep sewer in some areas (up to 28' deep). We recently discussed the proposed sewer depth with a reputable Excavating Contractor to evaluate the constructability of the deep sewer. This Contractor has extensive experience with sanitary sewer construction and deep excavations. The Contractor thought that the proposed sewer depth would come with some significant construction challenges, some of which are listed below:

- Deep sewer installation will require disturbance of an area well beyond the limits of the street. For example, for sewer over 20 feet deep, the top of the trench area may be as wide as 50-60 feet. While this construction area may be contained within the road right-of-way, it will extend into yard areas, landscaping, and may result in exposing other utilities that are buried along the street (watermain, telephone, gas, etc.)
- The installation rate for deep sewer construction is reduced substantially when depths are over 20 foot. A construction crew may only be able to install 60'-80' of pipe per day. This could substantially extend construction schedule.
- With the substantial excavation required for deep sewer construction, it will be nearly impossible to maintain access to residences on a daily basis. Blocking access to driveways is typically limited to 24 hours, in this case, driveways may be blocked for several days while construction proceeds past the residence.
- The service area contains several Cul-de-Sac roads. Access to these roads will be blocked during sewer construction in or adjacent to the Cul-de-Sac area. During a typical construction project, road access would be restored each evening. With the proposed deep sewer, it will be nearly impractical to restore access each day and it will significantly limit the production rate of sanitary sewer installation. If access to these Cul-de-Sacs is allowed to be completely blocked for the duration of construction, it may be blocked for weeks until the sewer work proceeds far enough to restore access. This would have the potential to displace residents for an extended period of time.

4798 Campus Drive
Kalamazoo, MI 49008
P: 269.385.0011
F: 269.382.6972
www.fveng.com



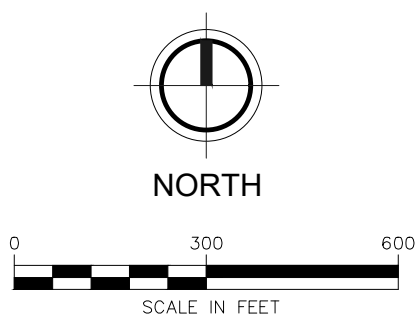
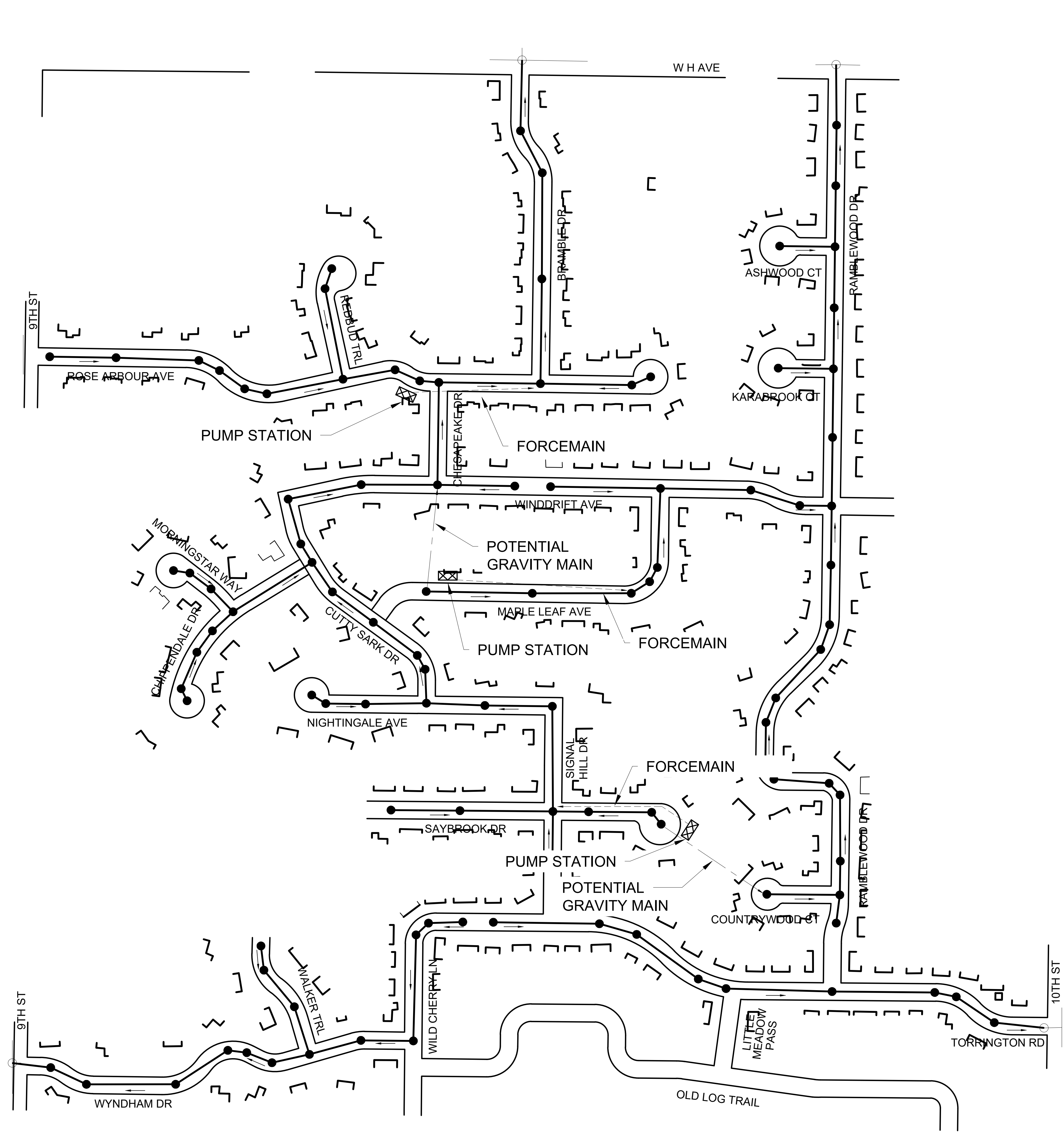
MEMO

Due to the above construction challenges, we feel the Township should consider the following alternative designs for the sanitary sewer system:

- Alternative No. 1 - Revise the design of the proposed sanitary sewer to include three sanitary pump stations at key locations where current proposed sewer depth is excessively deep to achieve the gravity flow option. These locations would be the Cheasapeake Drive/Rose Arbour Avenue intersection, on Maple Leaf Avenue just west of the Cutty Sark Drive intersection, and at the end of the Cul-de-Sac on Saybrook Drive. Under this alternative, sanitary sewer service could be provided to basements and sanitary sewer depth could be maintained at 20 foot or less. The approximate layout of the sanitary pump stations are shown on Figure EX1.
- Alternative No. 2 - Serve as many residences as possible in the proposed service area by gravity service only and maintain sewer depth of 20' or less. This alternative would eliminate pump stations; however, it would result in areas where sanitary sewer service cannot be provided. The reduced service area can be seen on Figure EX2.
- Revise the design of the proposed sanitary sewer include the three pump stations referenced above and revise sanitary sewer depth to serve first floors only. This option will minimize sewer depth, the cost of the sewer system, and disturbance and disruption during construction. The downside to this option is if residences have a lower level drain (that serves their basements), they will have to have their own lift pump to pump to the sewer service outlet. Existing residences may or may not have an existing lift pump.

The original goal of servicing this area by gravity service only is an option that would have been much more practical if it were installed when the area was initially developed and there were no residences. Now that the areas is mostly built-out, it will be much more difficult to install the necessary deep sewer and maintain access during construction.

We feel the Township should consider one of the Alternatives listed above that will provide a more practical solution for a sanitary sewer system to serve this area.



- LEGEND**
- EX SANITARY SEWER
 - EX SANITARY MANHOLE
 - PROP SANITARY SEWER
 - PROP SANITARY MANHOLE
 - PROP DIRECTION OF FLOW
 - - - PROP ALTERNATE DIRECTION OF FLOW
 - - - PROP ALTERNATE DIRECTION OF FORCEMAIN
 - ⊠ PROP ALTERNATE PUMP STATION

CONSTRUCTABILITY EXHIBIT

FLEIS & VANDENBRINK
 DESIGN. BUILD. OPERATE.

4798 Campus Drive
 Kalamazoo, MI 49008
 P: 269.385.0011
 F: 269.382.6972

REVISION:

OSHTEMO TOWNSHIP
 OSHTEMO TOWNSHIP - MICHIGAN
 SEWER EXTENSION PHASE 2 - CONTRACT D
 CONSTRUCTABILITY ALTERNATIVES EXHIBIT

PROJ MGR: MJJ
 DESIGN BY: KCM
 DRAWN BY: DRC

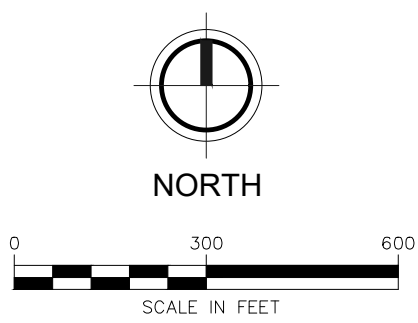
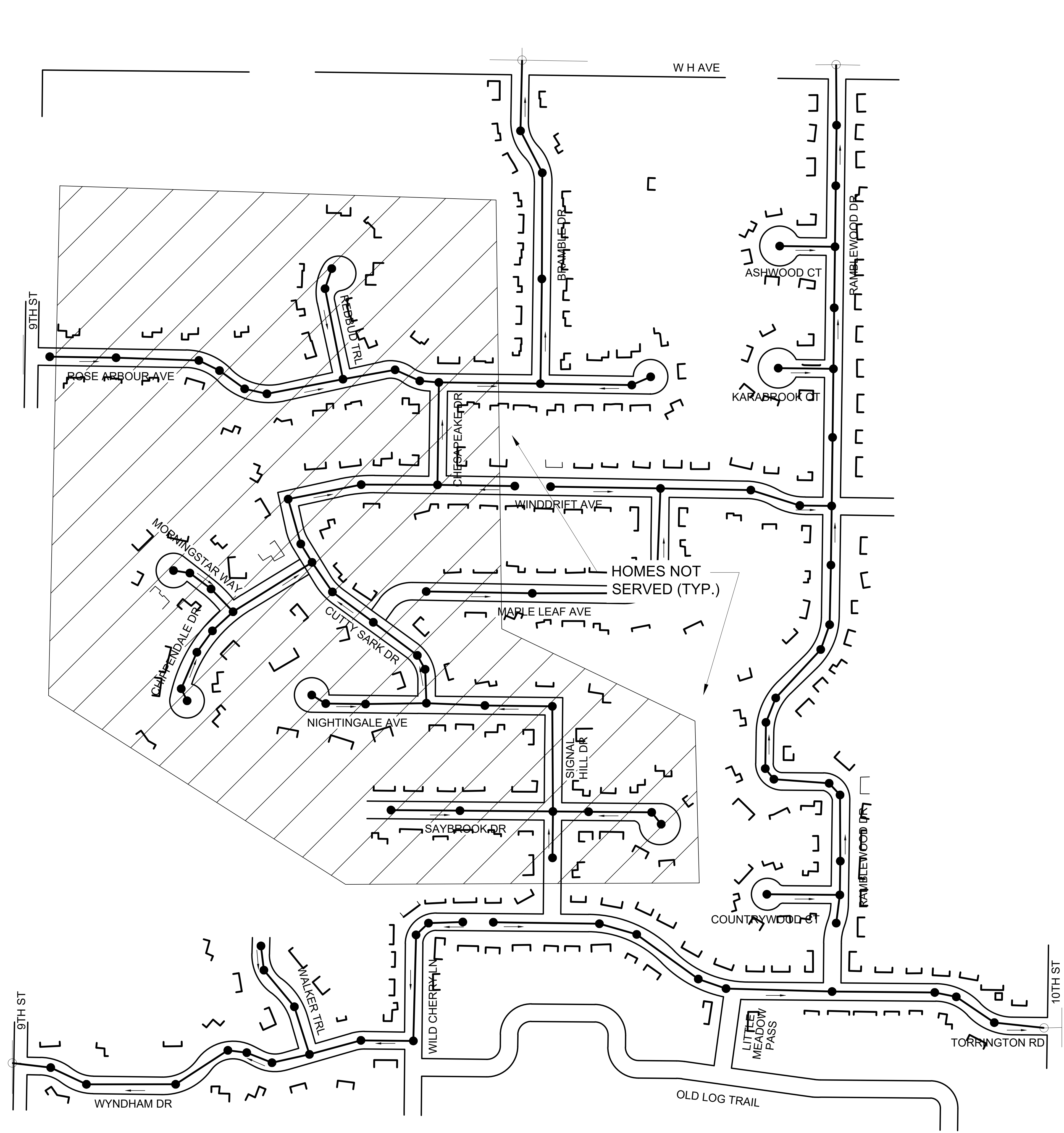
CHECK BY:

DRAWING INFORMATION:
 838790_2D_MEMO_EXHIBIT
 071720 dsdvick

NOT FOR CONSTRUCTION

APRIL 2020
 F&V PROJECT NO.
 838790

EX1



- LEGEND**
- EX SANITARY SEWER
 - EX SANITARY MANHOLE
 - PROP SANITARY SEWER
 - PROP SANITARY MANHOLE
 - PROP DIRECTION OF FLOW
 - ▨ AREA NOT SERVED IF SEWER IS LESS THAN 20' DEEP

CONSTRUCTABILITY EXHIBIT

Memorandum



Date: January 18, 2023
To: Township Board
From: Anna Horner, P.E., Public Works Director
Subject: Amended 2023 Fees for Public Water Connections

Objective

Approval of Water Connection Fees as presented.

Background

The Public Works Department, with guidance of Engineer’s at Prein & Newhof and Capital Improvements Committee (CIC), annually reviews utility connection fees and recommends fee adjustments to the Board as appropriate.

Since the adoption of the new water services agreement, The Township and the City now work together through the “Utility Policy Committee”, in which all agencies are represented and approving financial and policy decisions concerning the water system. This is just one way Township Staff have advocated for representation and equity for residents to protect them and provide the best value.

As the implementation of the new contract is being actively worked on and applied by the UPC, the residents have been at the receiving end of new efficiencies and procedures. Like the reduction in surcharge on water bills for Oshtemo residents, another cost savings is through water connection fees. The UPC is working through more unified connection fees across the system and as those get determined, will go through all parties for approval.

Considerations such as fund balance, capital and operating expenses were factors in recommended reduction below.

Recommend 2023 Water Fees

- Revise the front foot fee from \$45/ft to \$25/ft.
- Revise the lineal foot fee (interior, cross country) from \$85/ft to \$45/ft.
- No Change water benefit fee \$1000 per benefit unit (BU).

Example public connection fee tabulation for Single Family Home Residential Connection – 1 BU

110 feet of frontage - \$3,750

200 feet (maximum applied) of frontage - \$6,000

These connection fees can be financed through the Township as explained in section A item 4 of the resolution.

There are additional costs paid to the City of Kalamazoo for the installation of the water service from the water main to the house (including the meter).

Attachments:

Board Resolution, Amended and Restated Water Connection Fees (2023).

OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

MOTION TO APPROVE
AMENDED AND RESTATED WATER CONNECTION FEES

WHEREAS, the Charter Township of Oshtemo has heretofore adopted the Public Water Service Ordinance, being Ordinance No. 508; and

WHEREAS, pursuant to Sections 2, 4 and 5 of said Ordinance, the Township Board is required to establish appropriate fees for public water main connections, private water main connections, user fees and other charges, from time to time, to reflect the changes in construction costs and to maintain a uniformity between current projects and special assessment districts; and

WHEREAS, it is the desire of the Township Board to treat all persons similarly benefitted and similarly situated in an equal manner with respect to water service charges.

NOW, THEREFORE, until further modification by the Township Board, water connection fees and construction charges within the Charter Township of Oshtemo shall be as follows.

Motion made by _____, seconded by _____, to adopt the foregoing Amended and Restated Water Connection Fees.

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

The following voted "Nay":

None

The following "Abstained":

None

The following were absent:

None

The Supervisor declared that the Motion carried, and duly adopted.

Dusty Farmer, Clerk
Oshtemo Charter Township

* * * * *

CERTIFICATE

I, Dusty Farmer, the duly elected and acting Clerk of the Charter Township of Oshtemo, hereby certify that the foregoing Motion to Approve the Amended and Restated Water Connections Fees was adopted by the Township Board of said Charter Township at a regular meeting of said Board held on _____, at which meeting a quorum was present, and the Motion was approved and ordered to take effect on _____.

Dusty Farmer, Clerk
Oshtemo Charter Township

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

AMENDED AND RESTATED WATER CONNECTION FEES

EFFECTIVE:

I. CONNECTION FEES

A. Public Water Main Connection and Benefit Fees.

1. All property connecting to a public water main shall pay a water main connection Fee unless the property has been assessed as part of a water main special assessment district or is part of a development wherein the developer paid the full cost of water main installation, in which case, there shall be no water main connection fee charged.
2. The public water main connection fee is to be calculated as follows:
 - a. Assessable front foot \$25.00
 - b. Lineal foot (measured along center line of main) \$45.00
 - c. Boring under existing road, additional hydrant to existing main, topsoil, and surface restoration as required Actual Cost + 15%
 - d. Assessable frontage and lineal foot charges shall only be collected for the first 200 feet* for private single and two-family residential properties with only one residential building thereon.

* New parcels, lots or building sites which are split from property already connected to the public water system shall pay the fees as set forth above, except to the extent that a portion of the new lot, parcel or building site front footage or lineal footage was part of the first 200 feet for which the front foot or lineal foot charge has already been levied and paid.

All commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.

- e. All property connecting to a public water main shall also pay a Benefit Fee unless the property was assessed as part of a special assessment district, in subject property shall be entitled to a credit for one benefit fee. Any additional benefit unit charges shall be calculated and paid in accordance with Section V.
3. The assessable front foot connection charge shall apply when a property borders the water main right-of-way, and the lineal foot charge shall apply when the water main right-of-way is located in the interior of a parcel.

4. Installment Payment Agreements shall not exceed 20 years to be charged at the rate of interest equal to the rate set up by Fannie Mae on January 1 of each year based upon the Loan Level Price Adjustment (LLPA) matrix table 1 for all eligible mortgages, using an average credit score of 660-679, and a loan to value range of 80-85%, plus .5%, not to exceed the maximum rate allowed by law.
5. Hydrants shall be placed at intervals of approximately 1,000 feet on all new installation as determined by the Township Engineer. All hydrants are subject to review and approval of the Township Fire Department and may be required at intervals less than 1,000 feet.

B. Water Service Connections and Connection Fees.

On January 1, 2019, the work to install residential water main taps and curb stop valves is planned to transition from Oshtemo to the City of Kalamazoo. Fees and scope of water connection work are dependent upon policies established separately by the City of Kalamazoo (utility service provider) and Oshtemo Township. When an application for water service is received, Oshtemo shall identify the necessary installation service and the organization responsible for providing the water service. For non-residential or non-standard service sizes the City may allow the developer's contractor to complete the service at a private cost under the City's oversight. If required, an agreement between the City of Kalamazoo and the customer will be necessary to initiate this work. If the above described transition is not completed and Township does a portion of the work, the fee for the work by Oshtemo is described herein. If provided, Oshtemo's work is limited to the public right of way. The remaining service line extent shall be privately installed with oversight by the City of Kalamazoo. All private contractors require pre-approval by the Township or its agent, the City of Kalamazoo. The following service line installation fees are established by Oshtemo:

1. The service connection is that pipe from the public water distribution main that delivers water to the curb stop which, in turn, delivers water to the property being serviced. The customer pays for the installation of this service based upon size unless the same was previously installed by the Developer. In the event that the Township has previously installed the curb-stop, or one will need be installed, the charge for a standard connection is as follows:
 - a. 1¼" tap with installation of line and curb box installed by Oshtemo or its construction agent - \$2,700.00.
 - b. 1¼" tap to existing line and curb box previously installed by Oshtemo Township- \$1,515.00.
 - c. 1¼" tap with installation of line and curb box installed by City of Kalamazoo or its contractors – see City of Kalamazoo fee schedule.
 - d. Special services, 2" – Contact City of Kalamazoo
2. Upon payment of Fees to the Township, the water service applicant (owner) shall be issued a Permit by Oshtemo to receive public water service. This Permit will need to be presented to the City of Kalamazoo in order to establish a service billing account and initiate the water service installation/inspection.

3. The water customer (private owner) is responsible for paying the City of Kalamazoo construction inspection fees. The work observed by the Township's agent for operation and maintenance includes the water main tap, the curb-stop valve installation, and installation of the service line from the curb box to the water meter.
4. Once Oshtemo and City fees are paid, the property owner or owner's contractor will need to initiate work coordination and scheduling. All inspections will need to be scheduled by the Township's agent for operation and maintenance, as will the Township's construction participation – if a portion of work is to be completed by the Township. If known, the agent/contractor that will be completing the work will be identified in conjunction with the Township's issuance of a Permit to connect to the water utility.
5. Ditches will be left in reasonable condition: Any exceptional lawn work is the owner's responsibility. Extra charges for winter construction may be added when the service is installed at the customer's insistence at times and places when the frost is over 12" thick. Emergency connectors to be made in less than 48 hours may also result in extra charges.

II. USER FEES

- A. Monthly or quarterly user fees shall be billed to each customer connected to the Oshtemo Township water system as provided in the Water Service Agreement between Oshtemo Charter Township and the City of Kalamazoo fully executed on dated September 1, 2021.

III. BENEFIT UNIT CHARGES

- A. Benefit Unit Charges. Each benefit unit charge shall be \$1,000.00 and the number of benefit units to be charged for each connection shall be determined by the following

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer- New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall
Auto Wash (Mechanical- over 10 gallons per car- recycled)	5.00	Per stall or production line including approach and drying area
Auto Wash (Mechanical- over 10 gallons per car- not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities- recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities- trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet
Clinic (medical or dental)	1.00	Per premise plus 0.5 per exam room

Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom
Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet
Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)	TBD	Based on metered flow
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit
Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule

Multiple-family residence		
Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence- other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities- no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities- with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet
Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet

Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet
School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels
Warehouse and storage	0.2	Per 1,000 square feet

- B. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.
- C. In no event shall a connected use or activity be charged less than one (1) benefit unit.
- D. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
- E. All prior resolutions are hereby repealed.

IV. REGULATIONS APPLYING TO SERVICE CONNECTIONS

- A. SERVICE APPLICATIONS: Applications for service are taken at the Township offices at 7275 West Main Street, Kalamazoo, Michigan.

- B. **PAYMENT**: All service installation charges will be paid in advance. Customers requesting special services, 2" and above, are required to apply at the City of Kalamazoo Water Department, 415 Stockbridge Avenue.
- C. **INSTALLATION AND MAINTENANCE**: All service installations and maintenance are under the control of the Township or its designated representatives, at the request of the property owner or his authorized representative. However, any changes to the site or building subsequent to the installation which hamper the operation or maintenance of their service, shall be rectified at the expense of the owner; the Township is not liable for any resultant damage. No buildings or structures are permitted on top of the service.
- D. **SERVICE AND METER LOCATIONS**: The location of the service and meter is subject to the approval of the water utility. ALL SERVICE INSTALLATIONS MUST MEET THE DESIGN REQUIREMENTS OF THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF KALAMAZOO.
- E. **PLUMBING CONNECTIONS**: The water utility will supervise work on the water service ends at the valve on the discharge side of the meter. Future maintenance is the responsibility of the customer. If you have a well or jet-operated sump, THAT MUST BE DISCONNECTED AND REMAIN PHYSICALLY SEPARATE FROM THE WATER SERVICE. ABSOLUTELY NO "CROSS CONNECTION" CAN BE MADE TO THE SYSTEM.
- F. **SYSTEM PRESSURE**: During the time of installation, the distribution system pressure will be checked. If the distribution system pressure exceeds the International Plumbing Code Standard of 80 PSI, a red tag will be attached to the meter. THE CUSTOMER IS RESPONSIBLE FOR INSTALLING A PRESSURE REDUCING VALVE AT THE DISCHARGE SIDE OF METER.
- V. **DEVELOPER CONSTRUCTION CONTRACT/WATER MAIN EXTENSION AGREEMENT**
 - A. A developer may contract with the Township to extend a public water main to and through a property subject to the following requirements:
 - 1. The design of the water main extension including hydrant placement, roadway borings, topsoil and surface restoration must be in accordance with the current Township standards and approved by the Township Engineer. Generally, construction will be undertaken by or under the control of the Township (water main extension agreement). If, however, pursuant to the approval and authorization of the Supervisor, construction is undertaken by the developer (developer construction contract), then all construction must be inspected and approved by the Township Engineer and/or City of Kalamazoo prior to any use of the system addition.

2. All construction and related costs including administrative fees shall be paid by the developer and deposited with the Township prior to commencement of construction. Said costs shall be calculated at the lineal foot rate for new water main. In the event the Township has authorized the developer to undertake the construction, 7% of the costs shall be paid to the Township.
 3. The Township will collect from property owners for all property outside the development connecting to the water main extension the appropriate connection fee, and pursuant to a written agreement with the developer, will refund to the developer during the next ensuing 10-year period following completion of construction, 80% of the assessable front foot fee. The amount of the refund, however, shall in no case exceed the total construction cost.
- B. All water main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property.

VI. ANNUAL REVIEW

These fees are to be reviewed annually.

Final_02-08-22 Mtn to Approve Amend & Restated Water Connect Fees

Final Audit Report

2022-02-09

Created:	2022-02-09
By:	Emily Westervelt (ewestervelt@oshtemo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtpEyELn_mu1x1BOdkpBuvVPc3-J42VO

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OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

MOTION TO APPROVE
AMENDED AND RESTATED WATER CONNECTION FEES

WHEREAS, the Charter Township of Oshtemo has heretofore adopted the Public Water Service Ordinance, being Ordinance No. 508; and

WHEREAS, pursuant to Sections 2, 4 and 5 of said Ordinance, the Township Board is required to establish appropriate fees for public water main connections, private water main connections, user fees and other charges, from time to time, to reflect the changes in construction costs and to maintain a uniformity between current projects and special assessment districts; and

WHEREAS, it is the desire of the Township Board to treat all persons similarly benefitted and similarly situated in an equal manner with respect to water service charges.

NOW, THEREFORE, until further modification by the Township Board, water connection fees and construction charges within the Charter Township of Oshtemo shall be as follows.

Motion made by _____, seconded by _____, to adopt the foregoing Amended and Restated Water Connection Fees.

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

The following voted "Nay":

None

The following "Abstained":

None

The following were absent:

None

The Supervisor declared that the Motion carried, and duly adopted.

Dusty Farmer, Clerk
Oshtemo Charter Township

* * * * *

CERTIFICATE

I, Dusty Farmer, the duly elected and acting Clerk of the Charter Township of Oshtemo, hereby certify that the foregoing Motion to Approve the Amended and Restated Water Connections Fees was adopted by the Township Board of said Charter Township at a regular meeting of said Board held on _____, at which meeting a quorum was present, and the Motion was approved and ordered to take effect on _____.

Dusty Farmer, Clerk
Oshtemo Charter Township

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

AMENDED AND RESTATED WATER CONNECTION FEES

EFFECTIVE:

I. CONNECTION FEES

A. Public Water Main Connection and Benefit Fees.

1. All property connecting to a public water main shall pay a water main connection Fee unless the property has been assessed as part of a water main special assessment district or is part of a development wherein the developer paid the full cost of water main installation, in which case, there shall be no water main connection fee charged.
2. The public water main connection fee is to be calculated as follows:
 - a. Assessable front foot \$25.00
 - b. Lineal foot (measured along center line of main) \$45.00
 - c. Boring under existing road, additional hydrant to existing main, topsoil, and surface restoration as required Actual Cost + 15%
 - d. Assessable frontage and lineal foot charges shall only be collected for the first 200 feet* for private single and two-family residential properties with only one residential building thereon.

* New parcels, lots or building sites which are split from property already connected to the public water system shall pay the fees as set forth above, except to the extent that a portion of the new lot, parcel or building site front footage or lineal footage was part of the first 200 feet for which the front foot or lineal foot charge has already been levied and paid.

All commercial development, industrial development, residential plat or site condominium, as well as multi-family residential development, shall pay the applicable footage charge without limitation.

- e. All property connecting to a public water main shall also pay a Benefit Fee unless the property was assessed as part of a special assessment district, in subject property shall be entitled to a credit for one benefit fee. Any additional benefit unit charges shall be calculated and paid in accordance with Section V.
3. The assessable front foot connection charge shall apply when a property borders the water main right-of-way, and the lineal foot charge shall apply when the water main right-of-way is located in the interior of a parcel.

4. Installment Payment Agreements shall not exceed 20 years to be charged at the rate of interest equal to the rate set up by Fannie Mae on January 1 of each year based upon the Loan Level Price Adjustment (LLPA) matrix table 1 for all eligible mortgages, using an average credit score of 660-679, and a loan to value range of 80-85%, plus .5%, not to exceed the maximum rate allowed by law.
5. Hydrants shall be placed at intervals of approximately 1,000 feet on all new installation as determined by the Township Engineer. All hydrants are subject to review and approval of the Township Fire Department and may be required at intervals less than 1,000 feet.

B. Water Service Connections and Connection Fees.

On January 1, 2019, the work to install residential water main taps and curb stop valves is planned to transition from Oshtemo to the City of Kalamazoo. Fees and scope of water connection work are dependent upon policies established separately by the City of Kalamazoo (utility service provider) and Oshtemo Township. When an application for water service is received, Oshtemo shall identify the necessary installation service and the organization responsible for providing the water service. For non-residential or non-standard service sizes the City may allow the developer's contractor to complete the service at a private cost under the City's oversight. If required, an agreement between the City of Kalamazoo and the customer will be necessary to initiate this work. If the above described transition is not completed and Township does a portion of the work, the fee for the work by Oshtemo is described herein. If provided, Oshtemo's work is limited to the public right of way. The remaining service line extent shall be privately installed with oversight by the City of Kalamazoo. All private contractors require pre-approval by the Township or its agent, the City of Kalamazoo. The following service line installation fees are established by Oshtemo:

1. The service connection is that pipe from the public water distribution main that delivers water to the curb stop which, in turn, delivers water to the property being serviced. The customer pays for the installation of this service based upon size unless the same was previously installed by the Developer. In the event that the Township has previously installed the curb-stop, or one will need be installed, the charge for a standard connection is as follows:
 - a. 1¼" tap with installation of line and curb box installed by Oshtemo or its construction agent - \$2,700.00.
 - b. 1¼" tap to existing line and curb box previously installed by Oshtemo Township- \$1,515.00.
 - c. 1¼" tap with installation of line and curb box installed by City of Kalamazoo or its contractors – see City of Kalamazoo fee schedule.
 - d. Special services, 2" – Contact City of Kalamazoo
2. Upon payment of Fees to the Township, the water service applicant (owner) shall be issued a Permit by Oshtemo to receive public water service. This Permit will need to be presented to the City of Kalamazoo in order to establish a service billing account and initiate the water service installation/inspection.

3. The water customer (private owner) is responsible for paying the City of Kalamazoo construction inspection fees. ~~This fee is currently \$350.00 for a residential service, but is subject to the City of Kalamazoo's fee schedule.~~ The work observed by the Township's agent for operation and maintenance includes the water main tap, the curb-stop valve installation, and installation of the service line from the curb box to the water meter.
4. Once Oshtemo and City fees are paid, the property owner or owner's contractor will need to initiate work coordination and scheduling. All inspections will need to be scheduled by the Township's agent for operation and maintenance, as will the Township's construction participation – if a portion of work is to be completed by the Township. If known, the agent/contractor that will be completing the work will be identified in conjunction with the Township's issuance of a Permit to connect to the water utility.
5. Ditches will be left in reasonable condition: Any exceptional lawn work is the owner's responsibility. Extra charges for winter construction may be added when the service is installed at the customer's insistence at times and places when the frost is over 12" thick. Emergency connectors to be made in less than 48 hours may also result in extra charges.

II. USER FEES

- A. Monthly or quarterly user fees shall be billed to each customer connected to the Oshtemo Township water system as provided in the Water Service Agreement between Oshtemo Charter Township and the City of Kalamazoo fully executed on dated September 1, 2021.

III. BENEFIT UNIT CHARGES

- A. Benefit Unit Charges. Each benefit unit charge shall be \$1,000.00 and the number of benefit units to be charged for each connection shall be determined by the following

<u>Connected Use or Activity</u>	<u>Benefit Units</u>	<u>Benefit Unit Factor</u>
Auto Dealer- New and/or Used	1.00	Per premise plus 0.25 per 1,000 square feet of building including service area
Auto Repair/Collision	1.00	Same as above
Auto Wash (coin operated do-it-yourself, 10 gallons or less per car)	1.00	Per stall
Auto Wash (Mechanical- over 10 gallons per car- recycled)	5.00	Per stall or production line including approach and drying area
Auto Wash (Mechanical- over 10 gallons per car- not recycled)	10.00	Per stall or production line including approach and drying area
Bar	4.00	Per 1,000 square feet
Barber Shop	1.00	Per shop plus 0.1 per chair after 2
Beauty Shop	1.00	Per shop plus 0.1 per booth
Bowling Alley (No bar)	1.00	Per premise plus 0.2 per alley
Campground Facilities- recreation vehicle, tents, trailers under 12 feet	0.35	Per pad or site plus picnic facilities
Campground Facilities- trailer park or trailers in excess of 12 feet	0.50	Per pad or site plus picnic facilities
Church	0.25	Per 1,000 square feet minimum of 1
Cleaners (pick-up only)	1.00	Per shop
Cleaners (cleaning and pressing facilities)	1.00	Per premise plus 0.5 per 500 square feet
Clinic (medical or dental)	1.00	Per premise plus 0.5 per exam room

Convalescent or boarding home	1.00	Per premise plus 0.25 per bedroom
Convent	1.00	Per premise plus 0.25 per bedroom
Convenience store	1.50	Per premise plus 0.8 per 1,000 square feet
Country club and athletic club	1.50	Per 1,000 square feet of clubhouse plus restaurant, bar and pro shop as retail store
Drug store	1.00	Per premise plus snack bar
Factory (office and production)	0.75	Per 1,000 square feet
Factory (wet process)	TBD	Based on metered flow
Funeral home	1.50	Per 1,000 square feet plus residence to be computed separately
Grocery store and supermarket	1.00	Per premise plus 0.8 per 1,000 square feet
Hospital	1.10	Per bed
Hotel and motel	0.40	Per bedroom plus restaurant and bar
Laundry (self-serve)	1.00	Per premise plus 0.5 per washer
Marina - per boat docking Space	.06	Per space under 25 feet in length
	.10	Per space over 25 feet in length
Mobile home (free standing)	1.00	Per unit
Mobile home (park or division)	0.75	Per pad or site at indirect connection rate plus laundry, community buildings and office to be computed separately per schedule

Multiple-family residence		
Duplex, row house or townhouse	1.00	Per dwelling unit
Apartment residence self-contained unit including laundry facilities in apartment	1.00	Per dwelling unit
Apartment residence- other than self-contained unit - not having laundry facilities in apartments	0.80	Per dwelling unit
Fraternity or sorority house	0.50	Per 1,000 square feet of floor area
Park, recreation facilities, campground		
Picnic facilities- no bathing or overnight accommodations	0.20	Per parking space
Picnic facilities- with bathing privileges or swimming pool	0.35	Per parking space
Post office	1.00	Per 1,000 square feet
Professional office	0.25	Per 500 square feet minimum 1
Public institution	0.75	Per 1,000 square feet
Restaurant (meals only)	2.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (meals and drinks)	3.5	Per 1,000 square feet excluding restrooms, public areas not in regular use and unfinished areas
Restaurant (public area, auxiliary dining room, dance floor or ballroom which are not in regular use)	0.5	Per 1,000 square feet

Retail store (other than listed)	1.0	Per premise plus 0.1 per 1,000 square feet
School	1.0	Per classroom
Service station	1.5	Per 1,000 square feet of building area
Single-family residence	1.0	Per residence
Snack bar, drive-in, etc.	2.5	Per 1,000 square feet
Theater, drive-in	0.04	Per car space
Theater	0.0068	Per seat
Two-family residential	1.0	Per unit
Veterinary facility	1.5	Per facility
Veterinary facility with kennel	1.5	Per facility plus 0.5 per 5 kennels
Warehouse and storage	0.2	Per 1,000 square feet

- B. For those uses not specifically identified above, the Supervisor or his or her designee shall determine the benefit unit factor applicable by identifying the proposed use with that use listed above which is most similar. As a further guide in such determination, each 250 gallons of average daily flow or fraction thereof estimated to be applicable shall constitute one (1) benefit unit.
- C. In no event shall a connected use or activity be charged less than one (1) benefit unit.
- D. The benefit unit charge is predicated upon an assumed average daily flow for a single-family residence of 250 gallons.
- E. All prior resolutions are hereby repealed.

IV. REGULATIONS APPLYING TO SERVICE CONNECTIONS

- A. SERVICE APPLICATIONS: Applications for service are taken at the Township offices at 7275 West Main Street, Kalamazoo, Michigan.

- B. **PAYMENT**: All service installation charges will be paid in advance. Customers requesting special services, 2" and above, are required to apply at the City of Kalamazoo Water Department, 415 Stockbridge Avenue.
- C. **INSTALLATION AND MAINTENANCE**: All service installations and maintenance are under the control of the Township or its designated representatives, at the request of the property owner or his authorized representative. However, any changes to the site or building subsequent to the installation which hamper the operation or maintenance of their service, shall be rectified at the expense of the owner; the Township is not liable for any resultant damage. No buildings or structures are permitted on top of the service.
- D. **SERVICE AND METER LOCATIONS**: The location of the service and meter is subject to the approval of the water utility. ALL SERVICE INSTALLATIONS MUST MEET THE DESIGN REQUIREMENTS OF THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF KALAMAZOO.
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- V. **DEVELOPER CONSTRUCTION CONTRACT/WATER MAIN EXTENSION AGREEMENT**
 - A. A developer may contract with the Township to extend a public water main to and through a property subject to the following requirements:
 - 1. The design of the water main extension including hydrant placement, roadway borings, topsoil and surface restoration must be in accordance with the current Township standards and approved by the Township Engineer. Generally, construction will be undertaken by or under the control of the Township (water main extension agreement). If, however, pursuant to the approval and authorization of the Supervisor, construction is undertaken by the developer (developer construction contract), then all construction must be inspected and approved by the Township Engineer and/or City of Kalamazoo prior to any use of the system addition.

2. All construction and related costs including administrative fees shall be paid by the developer and deposited with the Township prior to commencement of construction. Said costs shall be calculated at the lineal foot rate for new water main. In the event the Township has authorized the developer to undertake the construction, 7% of the costs shall be paid to the Township.
 3. The Township will collect from property owners for all property outside the development connecting to the water main extension the appropriate connection fee, and pursuant to a written agreement with the developer, will refund to the developer during the next ensuing 10-year period following completion of construction, 80% of the assessable front foot fee. The amount of the refund, however, shall in no case exceed the total construction cost.
- B. All water main extensions shall be extended to the far boundary of the property served so as to allow for future extension through adjoining property.

VI. ANNUAL REVIEW

These fees are to be reviewed annually.

Final_02-08-22 Mtn to Approve Amend & Restated Water Connect Fees

Final Audit Report

2022-02-09

Created:	2022-02-09
By:	Emily Westervelt (ewestervelt@oshtemo.org)
Status:	Signed
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Memorandum



Date: January 19, 2023
To: Township Board
From: Iris Lubbert, Planning Director
Anna Horner, Public Works Director
Subject: Discussion on property acquisition for future Atlantic Avenue extension

Objective

Board discussion on the Oshtemo Downtown Development Authority's (DDA) recommendation to acquire 6227 Stadium Drive for \$1,030,000.00 with cooperation of the Township through an Installment Purchase Agreement for future Atlantic Avenue extension. No financial contribution is requested.

Background

The adopted Township Master Plan sets forth local goals, objectives, and policies for community growth and/or redevelopment. The adopted 2019 Village Theme Development Plan, a portion of the adopted Master Plan that focuses on the Oshtemo Village Area (aka DDA boundaries), includes a Future Circulation Plan identifying desired roadways that would improve the safety for all user types, improve the connectivity of the Townships transportation network, and/or implement desired character and growth.

The Oshtemo Downtown Development Authority, an extension of the Township Board, is tasked with implementing the Village Theme Development Plan. When the DDA learned that 6227 Stadium Drive was for sale, they recognized the opportunity to not only implement a portion of the plan but also to improve the overall safety and circulation for the district and larger community. 6627 Stadium Drive is unique because of its size and that it has frontage on Stadium Drive and Parkview Avenue. By purchasing this property, the DDA would ensure that the desired road connection, identified in the attached Future Circulation Plan excerpt, could be implemented. In addition to implementing a component of the Master Plan, this project would allow for the reconfiguration of the Parkview Ave and Atlantic Ave intersection and seek to create a new intersection on Stadium Drive with the intent to eliminate the intersection at Parkview Ave and Stadium Dr. The 9th Street and Stadium Drive intersection has been identified as one of the most dangerous intersections in the County, see attached crash data. Many of these accidents are due to the proximity of the Parkview and Stadium intersection and current configuration. These improvements would be major safety benefits for *all* user types through this corridor and best accommodate future developments and the success of the Village Area.

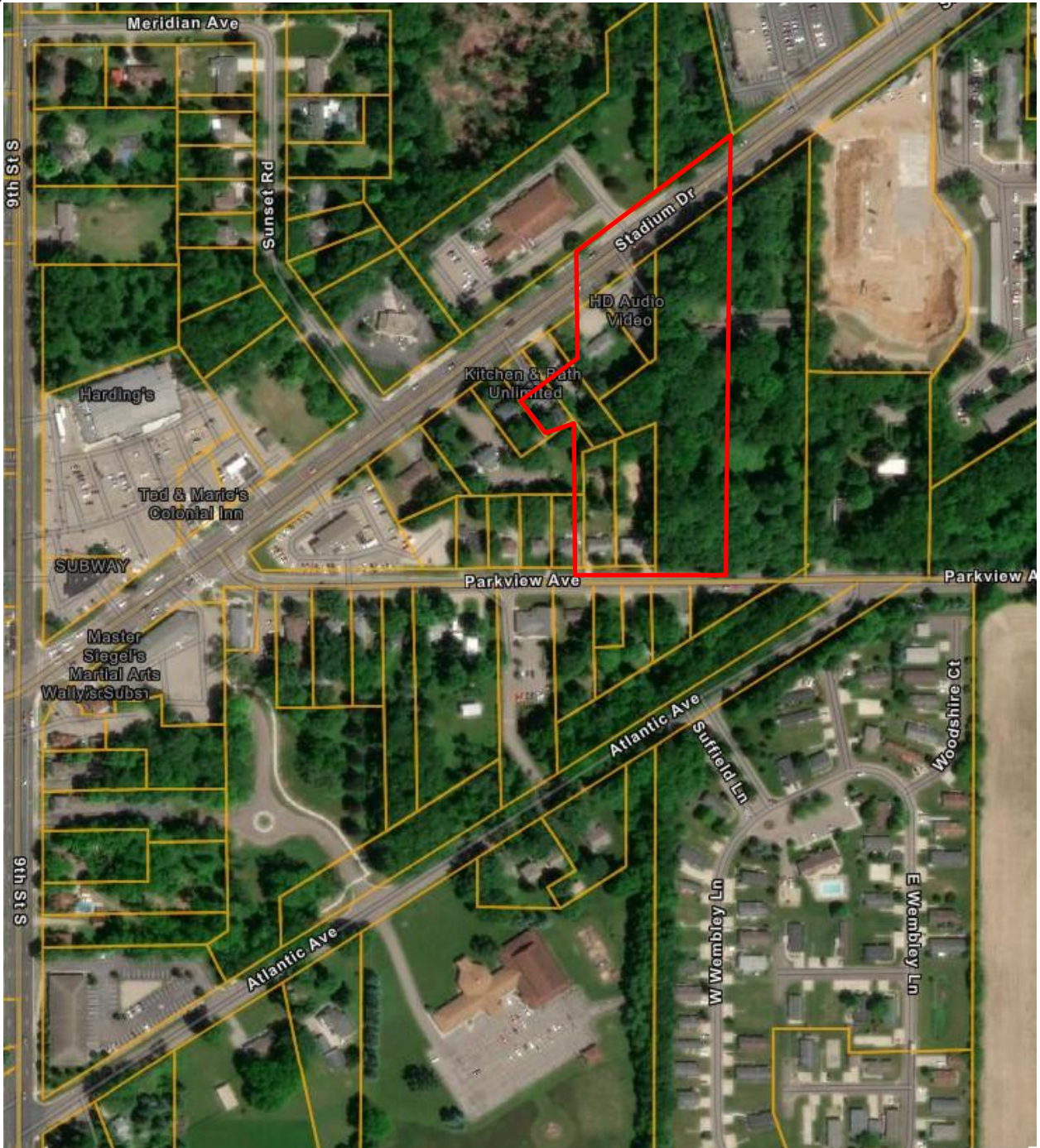
Over the past year the DDA has worked with the property owner, financial advisors, legal advisors, and Township staff to find a way to purchase the property in the most fiscally responsible way. An Installment Purchase Agreement, which would require to Township Board to act as a co-signer, was identified as the best option. Further explanation of and details about the Installment Purchase Agreement is attached. The DDA Board has identified this project as a priority and, with the Township Boards' consent, shall commit future funds to pay for the full purchase of the property. A Debt Service evaluation was completed, see attached, to ensure the DDA can commit to repayment while continuing their other obligations. No financial contribution from the Township is needed for the property purchase. If Township Board is in favor of proceeding, a final Installment Purchase Agreement shall come to the Township Board for approval at a future meeting.

Core Values: Integrity, Fiscal Stewardship, Innovation

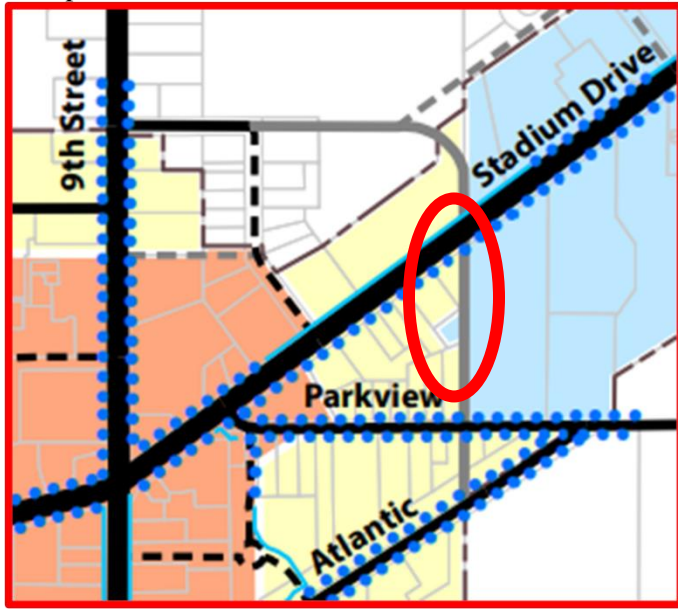
Acquisition Details:

- Purchase price \$1,030,000.00
- Once purchased the property would become the Township's
- Payments will be made by the DDA in full
- No penalty for paying off the loan early
- Current property owner to cease commercial business operations and rent the Single-Family home onsite for 2 years (a lease will be entered, and rental insurance required to protect the Township).

Property under consideration: 6227 Stadium Drive

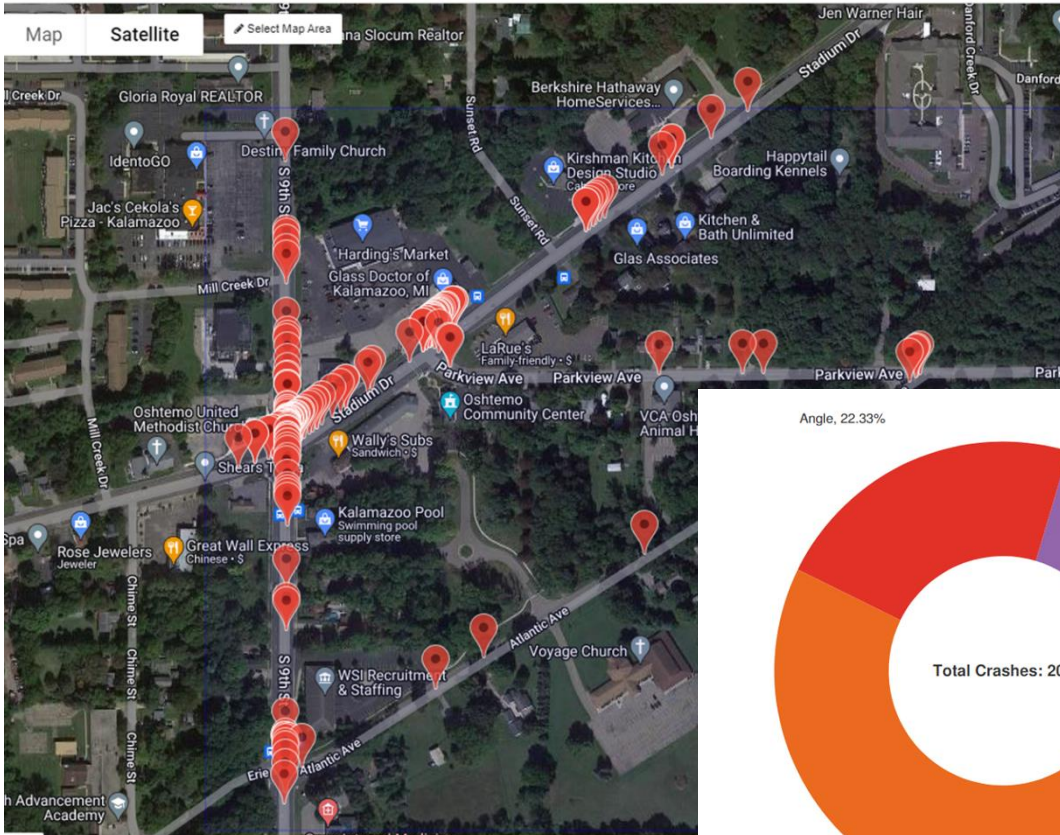


Excerpt from the DDA District Future Circulation Plan: (area of interest circled in red)



206 Crashes **2017-2021 CRASH HISTORY REPORT**

View Crashes by Category: Select ...



7275 W. Main Street, Kalamazoo, MI 49009, (269) 216-5220, Fax (269) 375-7180, www.oshtemo.org

\$730,000 (with 3.75% interest rate)
 CHARTER TOWNSHIP OF OSTHEMO
 COUNTY OF KALAMAZOO, STATE OF MICHIGAN
 INSTALLMENT PURCHASE AGREEMENT

**SCHEDULE OF PROJECTED REVENUES, EXPENDITURES,
 DEBT SERVICE REQUIREMENTS AND COVERAGE**

Year	(1) Projected Tax Increment Revenues	(2) Operating Expenses	Amount Available For Debt Service	(3) Next Year's Debt Service Requirements	Coverage
2022	\$217,268	N/A	N/A	\$ -	
2023	191,000	\$53,550	\$137,450	18,250	7.53
2024	194,820	55,157	139,664	76,438	1.83
2025	198,716	56,811	141,905	74,563	1.90
2026	202,691	58,516	144,175	77,594	1.86
2027	206,745	60,271	146,474	75,531	1.94
2028	210,879	62,079	148,800	73,469	2.03
2029	215,097	63,942	151,156	76,313	1.98
2030	219,399	65,860	153,539	74,063	2.07
2031	223,787	67,836	155,951	76,719	2.03
2032	228,263	69,871	158,392	74,281	2.13
2033	232,828	71,967	160,861	76,750	2.10
2034	237,484	74,126	163,359	74,125	2.20
2035	242,234	76,349	165,885	76,406	2.17

(1) Based on the 2021 actual and the 2022 approved budget and adding two percent each year growth factor.

(2) Based on increasing operating expenditures by three percent per year. We have not included Capital Expenditures.

(3) Based on the attached Schedule of Debt Service Requirements.

17000 Kercheval Ave. Suite 230, Grosse Pointe, Michigan 48230
PHONE: (313) 961-8222

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.

MEMORANDUM

Date: January 20, 2023
To: Township Board
From: James Porter
Subject: Installment Purchase Agreement



OBJECTIVE:

To provide the Township Board with an analysis as to how installment purchase agreements operate.

BACKGROUND:

The Board is aware the Downtown Development Authority is seeking the Township's assistance in purchasing the Kinney property located in the village. Because the Downtown Development Authority does not have the authority to enter into an installment purchase agreement it has requested that the Board enter into an installment purchase agreement with Ms. Kinney for which the Downtown Development Authority will guarantee all payments under the contract.

INFORMATION PROVIDED:

I have set forth below an outline as to how installment purchase agreements operate and the process that would be used in purchasing the Kinney property.

Under P.A. 99 of 1933, the Township may purchase, pursuant to an installment purchase agreement, any real or personal property that it is otherwise authorized for Township purposes. The installment purchase agreements are subject to certain restrictions which are as follows:

1. Installments cannot exceed 15 years;
2. The installment period cannot exceed the useful life of the property acquired;
3. The balance of all purchases authorized under Act 99 cannot exceed 1.25% of the taxable value of the real and personal property within the Township;
4. The purchase must be authorized by resolution of the Township Board.

Often a seller cannot afford to finance the improvement, in this case, a real estate purchase. Therefore, a bank often enters the picture, and through a series of transactions, arranges for the financing. Since neither the Township or its DDA can directly "borrow" from a bank, the format for an installment purchase agreement is generally as follows:

- a. The Township Board and DDA authorize an installment purchase agreement for the purchase of real estate.
- b. The Township and seller enter into an installment purchase agreement for purchase and sale of real estate.
- c. The agreement is coordinated with a local bank to arrange interest charges and terms of payment.
- d. Seller assigns his/her interest in the payments to the bank.
- e. The installment purchase financing agreement is contingent upon the Township DDA providing the following where required by the bank:
 - i. The Township issues a general non arbitrage certificate, i.e., guarantee that the monies are not being reinvested elsewhere in violation of federal tax law.

- ii. Township completes Form 8038-G and a letter to the Internal Revenue Service, (i.e., reports issue to I.R.S.).
 - iii. Township Board and DDA provides an opinion of the tax-exempt status of the transaction.
- f. The bank pays the funds to the seller at closing.
- g. The sale is completed, and the Township and DDA commence repayment on the installment purchase, pursuant to the assignment, to the bank.

I have enclosed a set of sample documents that I believe would fulfill the requirements to comply with Act 99 as follows:

- A. Resolution Approving Installment Purchase Agreement.
- B. Act 99 Certificate.
- C. Act 99 Installment Purchase Agreement.
- D. Assignment Agreement of Obligation of Township.
- E. Non-Arbitrage and Tax Compliance Certificate.
- F. IRS Form 8038-G.
- G. Legal Opinion.

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

ACT 99 INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed on this _____ day of _____, 2023 (hereinafter Agreement), by and between the **Charter Township of Oshtemo**, Kalamazoo County, Michigan, organized and existing under the Constitution and laws of the State of Michigan (hereinafter Township), and the **Mary Jane Kinney Revocable Trust dated March 22, 2006** , 6227 Stadium Drive, of Kalamazoo, Michigan 49009(hereinafter "Kinney Trust").

WITNESSETH:

WHEREAS, the Township desires to acquire real property to further growth and development within its DDA by execution of an Installment Purchase Agreement with the Kinney Trust; and,

WHEREAS, the Township desires to pay for such acquisition substantially through an Installment Purchase Agreement as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended; and

WHEREAS, Kinney Trust is willing to provide the required funding for such construction through an Installment Purchase Agreement for the balance of the costs of the project;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, it is hereby agreed between the parties hereto as follows:

Section 1. Definitions. The following terms wherever used in this Agreement shall have the following meanings, unless the context shall indicate another or different meaning:

Act 99 means Act 99 of the Public Acts of Michigan of 1933, as amended.

Agreement means this Installment Purchase Agreement, by and between the Township and the Contractor.

Code means the Internal Revenue Code of 1986, as amended. Reference to the Code shall also include applicable regulations and proposed regulations thereunder and any successor provisions thereof.

Section 2. Agreement Documents. The agreement documents pertinent to the within agreement consists of the written Real Estate Buy and Sell Agreement. All the

foregoing written documents together with the within Installment Purchase Agreement, constitutes the entire agreement between the parties and supersede any prior negotiations, representations, or oral agreements between the parties.

Section 3. Purchase Price and Method of Payment. The Township shall pay the Kinney Trust for its performance of the within Agreement, the sum of \$1,030,000, of which \$750,000 will be paid through this Installment Purchase Agreement, subject to any change orders in the project approved by the Township.

On the date of closing, the Township shall pay to the Kinney Trust such amount of said purchase price as equates to the amount of the project not to be financed under this Agreement. The balance of the purchase price shall be paid to the Kinney Trust in accordance with the payment schedule in installments together with interest at the rate of ____ per annum on the unpaid balance, in annual installments with the first installment of \$_____ including principal plus interest. The same annual payments shall be made each year thereafter until the full sum of \$_____ has been paid, together with accrued interest, for a total of \$_____.

The first annual payment shall be due and payable on _____, 2023, and the second on the same date of each and every year thereafter until the full amount of \$_____, together with the interest, has been paid. The Township shall have the right to make extra payments on its obligation to the Kinney Trust or to Kinney Trust's assignee and to pay the same in full prior to maturity and without penalty. The Township pledges its limited full faith and credit as security for the payment of the foregoing Agreement obligation.

Section 4. Conditions of Any Contractor's Assignment. In the event the Kinney Trust assigns the Township's obligation under the within Agreement to a third party, such as but not limited to First National Bank of Michigan, the Township upon notification of such assignment shall make all payments directly to such third party at such place as said third party may from time to time designate. The Kinney Trust shall not be an agent of the third party for any purpose and shall not have the authority to change or modify the within Agreement or any related document or instrument in any way which would affect such payment obligation without the approval of both the Township and any third-party assignee. The Township's payment obligation to such third-party assignee under this Agreement shall not be subject to any claim, defense, setoff, or counterclaim that the Township may now or hereafter have against the Kinney Trust whether related or unrelated to the proposed project. The Kinney Trust, however, shall remain subject to any of such Township claims or defenses which shall not be eliminated or decreased by the aforesaid Kinney Trust 's assignment.

The Township represents to the Kinney Trust and to any third-party assignee of Kinney Trust that the interest due under the within Agreement is tax exempt within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986. If for any reason

such interest is held not be tax exempt causing the Kinney Trust or its third-party assignee to pay income taxes upon such interest, interest due under such Installment Purchase Agreement shall be recomputed from the date interest payments accrue under said Agreement and shall be converted to tax equivalent rate of ___%.

If there is a change in the Code or regulations, or in the interpretation thereof by any court, administrative authority, or other governmental authority, (other than an event of taxability as described above) which takes effect after the date of this letter and which changes the effective yield on the Agreement to the Kinney Trust or its assignee including but not limited to changes in federal income tax rates, the interest rate on the Agreement shall change accordingly to compensate for such change in effective yield on the Agreement.

Section 5. Township Warranties. This Contract constitutes the valid and binding obligation of the Township, enforceable in accordance with its terms. The Township further warrants and represents that the Township is a municipal corporation duly organized and validly existing and in good standing under MCL §42.1, as amended, and that the Township has full power and authority to enter into and perform its obligations under this Contract; that the execution, delivery and performance thereof by the Township have been duly authorized by appropriate action of the Township Board and will not violate any provision of the Charter Township Act or other law or any law, rule, order, judgment, contract or agreement that is binding upon the Township; that the Township has designated, by an appropriate resolution, in accordance with Section 265(b)(3)(B) of the Internal Revenue Code of 1986, the obligation of the Township evidenced by this Contract is a "qualified tax-exempt obligation"; that the Township has not designated or issued and does not reasonably expect during the current calendar year to designate or issue more than \$10,000,000.00 (1¼% of its taxable value) of its obligations as "qualified tax-exempt obligations"; and that this Contract does not constitute a "private activity bond" within the meaning of the Internal Revenue Code of 1986.

Section 6. Late Payments. Any payments due and unpaid under this Agreement shall bear additional interest from the date payment is due to the date payment is made at the rate of one percent per month or fraction thereof.

Section 7. Useful Life of Project. The Township represents and warrants that the useful life of the property substantially exceeds the period of the financial obligation of the Township to the Kinney Trust.

Section 8. Representations of Contractor. The Kinney Trust represents and warrants that it has legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder, and that the person executing this Agreement does so on behalf of the Kinney Trust and with its full authority; that it understands the terms of the within Agreement, and that it is binding upon and fully enforceable against said Trust.

Section 9. Indemnification by Contractor. The Kinney Trust agrees to defend, indemnify and save harmless the Township, its officials, employees, departments, and agents from all liability, claims, demands, judgments, and expenses to persons or property occasioned wholly, or in part, by acts or omissions of the Kinney Trust, its agents, employees, or subcontractors pursuant to this Agreement.

Section 10. Indemnification by Township. To the extent permitted by the laws and the constitution of the State of Michigan, the Township shall protect, hold harmless, and indemnify the Kinney Trust from and against any and all liability obligations, losses, claims, and damages whatsoever, and expenses and fees in connection therewith arising out of the financing due the Kinney Trust under this Agreement.

Section 11. Transfer of Ownership. Upon completion of the sale in accordance with the terms of the Buy and Sell Agreement as certified by the Contractor and the County Building Inspector, the property shall be transferred to the ownership and jurisdiction of the Township by Warranty Deed, free and clear of all liens and encumbrances other than the Township's indebtedness to the Kinney Trust or its assignee under the within Agreement.

Section 12. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, or by telegram and confirmed the same day by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Mary Jane Kinney Revocable Trust,
6227 Stadium Drive, Kalamazoo MI
Dated March 22, 2006

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates, or other communications may be sent.

Section 13. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto.

Section 16. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, promises, guarantees, or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

Section 19. Time and Amendments. Time is deemed to be of the essence of this Agreement. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of both the Township and the Contractor, and Contractor's third-party assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authority of its Board of Trustees and Board of Directors respectively on the day and date first above written.

Signed in the presence of:

OSHTEMO CHARTER TOWNSHIP

_____, Supervisor

_____, Clerk

MaryJane Kinney Revocable Trust
Dated March 22, 2006

Memorandum

Date: 1/11/2023
To: Township Board
From: Dusty Farmer, Clerk
Subject: Lost or Expired Payment Policy



Objective

Motions requested: Approve the Lost or Expired Payment Policy, effective immediately.
Approve a budget amendment in the amount of \$350 for GL 101-249-74000

Background

Occasionally the Township experiences an issue with mailed payments. The check might be lost or damaged in the mail. Mailed payments can also arrive after the expiration date of the check. When this happens, it might be appropriate for a "Stop Payment" to be placed on that check, and costs \$35. When it is the fault of the recipient, then the cost of the stop payment is paid by the recipient. If it is not the fault of the recipient, the Township does not have a policy to pay the fee for the stop payment.


Information Provided

Memo from Township Attorney
Draft Policy

Core Values

Integrity, Professionalism, Fiscal Stewardship

MEMO

DATE: January 10, 2023
TO: Dusty Farmer
FROM: James W. Porter 
RE: Checks Issued by the Township But Not Received and Cashed

Apparently, the Township has issued a number of checks which were never received by the intended Payee. When the Township is notified that the Payee never received its check, the practice has been to issue a stop payment order on the first check and issue a second check. The question is who should pay the cost of the stop payment order?

Anytime I try to analyze an issue of liability or responsibility, I typically do what the law often does and decide who is at fault or who will benefit from the required solution. In the issue at hand, it is likely that the Post Office is at fault -- but we cannot charge the post office for not delivering the check. However, it is also not the fault of the Payee nor will the Payee benefit from paying the cost to stop the issuance of the check. Also, while it is not the fault of the Township when a check is not delivered, the Township does benefit from the solution of issuing a stop payment order. This assures the Township that the initial check is not cashed and therefore it is the party benefiting from the required solution. Given that, I think the Township should absorb the cost of putting the stop payment orders in place for checks that were issued but never received.

Oshtemo Township
LOST OR EXPIRED PAYMENT POLICY

Adopted xx/xx/xx

General Purpose

Oshtemo Township, recognizing that printed checks used for payments to vendors for goods and services may be lost or damaged during delivery by the mail service, enacts the following lost payment policy:

Summary Statement of Policy

This policy shall apply to all payments that are sent from the Township and will guide the Treasurer and Clerk's Office to better ensure that lost payments are properly handled so that public funds are protected from fraudulent activity.

Actual Policy as Written

When the Township becomes aware that a payment has been lost or damaged, the Treasurer's Office will be notified immediately. The Treasurer will determine if the check amount warrants a "Stop Payment" designation with the Township financial institution. The Treasurer may request that a damaged or expired check be returned to the Township before the issuance of a new check. If the Treasurer determines it is warranted, the Township will pay the fee for the "Stop Payment" request. The Treasurer will inform the Clerk that a payment was lost or damaged and that a "Stop Payment" designation has been placed on the check and a new payment must be processed. The Clerk's Office will process a new payment.

INCURRED FEES:

The "Stop Payment" fee will be paid from a budgeted General Ledger line. Any late fees incurred will also be paid from this line.

Documentation

The "Stop Payment" designation will be recorded on the monthly statement from the financial institution. The payment for the "Stop Payment" will be recorded in the month end financial process. The voided payment and new payment will be recorded in the Accounts Payable program.

Core Values

Integrity, Professionalism, Fiscal Stewardship

Oshtemo Township Board Meeting Policy and Procedure

Board Meetings

The Township Board sets and adopts their meeting schedule annually. All meetings are held and noticed in accordance with state law. The Board normally meets the second and fourth Tuesday of each month. Regular Meetings begin at 6 PM with Work Session Items, followed by Regular Session Items at 7:15 PM. Joint Meetings begin at 6 PM. Joint meetings are scheduled along with the Township Board meeting schedule, as needed, typically twice annually. Budget meetings may be scheduled outside of the second and fourth Tuesday schedule. Special meetings will be scheduled as needed, according to state statute, and noticed accordingly.

Meeting Agenda

The Board meeting agenda is developed by the Supervisor. (Note: the Board can assign the responsibility to the Supervisor or to the Clerk). The standard sequence for most meeting agendas is:

- Call to Order
- Remote Location Identification (if needed for remote attendance when permitted by statute for medical or military reasons or other statutory allowance)
- Work Session Items
- Regular Session Items
- Pledge of Allegiance
- Public Comment on Non-Regular Session Items
- Consent Agenda
- Various Individual Business Items as Needed
- Public Comment
- Board Member Comments
- Adjournment

The deadline for new business items requested for the agenda is Wednesday noon of the week prior to regular meetings. Requests should be in writing with a written explanation. Board meeting memo and materials are requested by Thursday noon of the week prior to regular meetings. In general, the Supervisor will determine the final agenda by Friday noon of the week prior to regular meetings. Board members may add an item to the agenda the supervisor rejected by a majority vote of the board.

Consent Agenda

Individual formal votes can be avoided on routine matters where there is no opposition, and no discussion is required. All consent agenda items are read and approved as one agenda item. If there is a question regarding any item by anyone in attendance, it can be removed from the consent agenda and placed later on the agenda.

Discussion and Action Items

In general, each agenda item is described as an update, consideration, discussion, or formal hearing. The Board meeting materials will include information about the item and often a recommendation. The outline for discussion of each item will generally proceed as follows:

- Chair will open the agenda item.
- Staff/official or professional may present a report or frame the issue for discussion.
- Chair will allow the applicant to address the Board.
- Chair will ask for clarifying questions from the Board.
- Chair will entertain a motion.
- Chair will open the issue for Board deliberation.
- NOTE: Goal is to take public comment on individual items before any motion.
- Discussion items may or may not include public comment (The public can submit comment prior to the meeting).

Resolutions

Board resolutions are worded to be very specific. The legal department or requesting body determines if a resolution is necessary.

Board Meeting Materials

Board members are requested to review all materials sent in advance and to fully participate in meeting discussions. The goal is to have these materials available the Friday before the Board meeting. The materials include the agenda and background material on agenda items. Another goal isto include an explanatory memo. Special meeting packets will be sent out as soon as possible. Meeting materials are available on the website, and as hard copy when requested.

Meeting Minutes

Minutes reflect official actions taken, not what was said at the meeting, and are sent to Board members prior to the next meeting. The minutes are intended to document legally binding actions. Minutes are posted on the Township website and in the Clerk's office where they can be viewed by Board members and the public. A record of closed session discussion is kept by the Clerk for one year. A record of consensus discussion items where no formal action is taken will also be kept by the Clerk. **(Needs Board discussion).**

Oshtemo Rules of Order (Summary)

Conducting the Meeting

The Chair of the meeting. In the Supervisor's absence, the Clerk opens the meeting and the Board then votes to select the chair for the meeting.

Making Motions

A motion is a proposal that the entire Board takes action or a stand on an issue. The purpose of a motion is to introduce items to the Board for their consideration. A motion cannot be made when any other motion is on the floor. Individual Board members can:

- Make a Motion
- Second a Motion
- Debate/Deliberate a Motion
- Vote on a Motion

Making a Motion and Seconding a Motion

Any Board member will make the motion clearly and concisely. State the motion affirmatively ("I move that we..." rather than, "I move that we do not..."). Another member will second the motion or the Chair will call for a second. If there is no second to the motion it is lost.

The Chair repeats the motion: "It has been moved and seconded that we...", thus placing the motion before the Board for consideration and action. The chair asks for discussion on the motions, followedby a request to vote.

Deliberating a Motion

This is the time after staff/official and/or professional reports, and after public comments, when theBoard speaks amongst themselves to attempt to come to a consensus on the item before them.

Voting on a Motion

The method of vote on any motion depends on the situation. The most common method used by the Board is by voice. The Chair asks those in favor to say, "aye", those opposed to say "no". The Supervisor will state the results of the vote and include the number of ayes, no's, abstentions, and absences for the record. Any member may move for an exact count. Virtual attendance voting will follow voting procedures in state law. All members present must vote except when conflict of interest is established. Members who do not make a verbal vote default to "aye."

Adjourning

The Chair adjourns the meeting. A vote is not necessary.

Oshtemo Township

Board Meeting Policy and Procedure

Board meetings

The Board sets and adopts the meeting schedule annually. All meetings are held and noticed in accordance with state law. The Board normally meets the second and fourth Tuesday of each month. Regular meetings begin at 7:15 PM, Work Sessions begin at 6 PM, and Joint Meetings begin at 6 PM. Joint meetings occur three times annually. Budget meetings may be scheduled outside of the second and fourth Tuesday schedule. Special meetings will be scheduled as needed, and noticed accordingly.

Meeting agenda

The Board meeting agenda is developed by the Supervisor working with staff. Elected Official may request an agenda item. By statute, the Supervisor is the Chair of the meeting. The standard sequence for most meeting agendas is:

- Call to order
- Pledge of Allegiance
- Public comment on non-agenda items
- Consent agenda
 - Information updates
 - Item consideration
- New or unfinished business
- Other Township business
- Public comment
- Board member comments
- Adjournment

Board meeting materials

Board members are requested to review all materials sent in advance and to fully participate in meeting discussions. The goal is to have these materials available the Friday before the Board meeting. The materials include the agenda and background material on agenda items. Another goal is to have simplified and accessible meeting materials, with large packet items at a separate link on the website, and to include an explanatory memo. Special meeting packets will be sent out as soon as possible.

Consent agenda

Individual formal votes can be avoided on routine matters where there is no opposition and no discussion is required. All consent agenda items are read and approved as one agenda item. If there is a question regarding any item by anyone in attendance, it can be removed from the consent agenda and placed in the Other Township Business.

Discussion and action items

Each agenda item is described as an update, consideration, or discussion. The Board meeting materials will include a discussion of the item and a recommended action. Discussion of each item will generally proceed as follows:

- a) Chair will open the agenda item.
- b) Staff/official or professional may present a report or frame the issue for discussion.
- c) Chair will call for questions from the Board.
- d) Chair will allow the applicant to address the Board.
- e) Chair will call for questions from the Board.
- f) Chair will call for public comment.

- g) Chair will open the issue for Board deliberation.
- h) Chair will entertain a motion.

Resolutions

Board resolutions are worded to be very specific. The legal department or requesting body determines if a resolution is necessary.

Meeting minutes

Minutes reflect official actions taken, not what was said at the meeting, and are sent to Board members prior to the next meeting. The minutes are intended to document legally binding actions. Minutes are posted on the Township website and in the Clerk's office where they can be viewed by Board members and the public.

Oshtemo Rules of Order (summary)

A motion is a proposal that the entire Board take action or a stand on an issue. The purpose of a motion is to introduce items to the Board for their consideration. A motion cannot be made when any other motion is on the floor. Individual members can:

- Make a motion.
- Second motions.
- Debate motions.
- Vote on motions.

Deliberation

This is the time after staff/official and/or professional reports, and after public comments, when the Board speaks amongst themselves to attempt to come to a consensus on the item before them.

Making a motion

, Any Board member will make the motion clearly and concisely. State the motion affirmatively ("I move that we..." rather than, "I move that we do not..."). Another member will second the motion or the Chair will call for a second. If there is no second to the motion it is lost.

The Chair repeats the motion: "It has been moved and seconded that we...", thus placing the motion before the Board for consideration and action. The chair asks for discussion on the motions, followed by a request to vote.

Voting on a motion

The method of vote on any motion depends on the situation. The most common method used by the Board is by voice. The Chair asks those in favor to say, "aye", those opposed to say "no". Any member may move for an exact count.

Adjournment

The Chair adjourns the meeting. A vote is not necessary.

Appropriate staff or official will follow up with items needing signatures or future processing.

AGENDA ITEMS FOR MEETINGS (Ch. 2, pp. 61-62)

Most townships have a system for including items of new business on the agenda. As a rule, this system establishes a deadline for people to inform the supervisor or clerk – the law does not specify which officer has the responsibility for producing the agenda – of new business items to be put on the agenda. To keep this from becoming a constant irritation, the board should specify the responsibilities in its bylaws. Members should be permitted to file their agenda item to the township clerk who then assembles the material for review by the supervisor who should be empowered to add or remove items. The draft agenda is then delivered along with other board materials, and at the meeting, the full board gets to approve the agenda for the meeting. If a member wishes to include an item that the supervisor rejected, he or she should move to add the item and a majority of the board will decide the issue.

The deadline for proposing agenda items should be well-publicized and be late enough to permit members and citizens to bring up matters as they begin thinking about an upcoming meeting. But it should also be soon enough to get the agenda and any accompanying reports to the board members to read a few days in advance of the meeting.

Of course, the officer who puts the agenda together will also include the items of unfinished business that did not get resolved at the previous meeting. And there may be routine matters – communications, committee reports, financial reports, and others – that should be added automatically to each meeting agenda.

An increasingly common approach for public official meetings is the use of a consent agenda. This approach incorporates a number of routine items that can be handled with one motion. It works this way: routine matters are listed on the consent agenda and before the question is called on approving these items, the chair asks if any board member wishes to remove any item for discussion. If not, the board approves all the items in one motion. Items removed from the consent agenda are placed in the regular order of business and handled separately. This technique is an excellent time-saver and does so without denying the rights of any member. and others – that should be added automatically to each meeting agenda. An increasingly common approach for public official meetings is the use of a consent agenda. This approach incorporates a number of routine items that can be handled with one motion. It works this way: routine matters are listed on the consent agenda and before the question is called on approving these items, the chair asks if any board member wishes to remove any item for discussion. If not, the board approves all the items in one motion. Items removed from the consent agenda are placed in the regular order of business and handled separately. This technique is an excellent time-saver and does so without denying the rights of any member.

CONDUCT OF MEETINGS (Ch. 2, pp. 62-63)

The law assigns the supervisor to chair the meetings. For charter townships, the law prescribes the election of a chairperson pro tempore to assume the chair in the absence of the supervisor. The election of one of the board members as chairperson pro tempore on a permanent basis will be helpful in general law townships as well. The alternative is for the clerk to assume the chair until the board chooses one of its other members to chair the meeting for that time.

The chairperson's first responsibility is to conduct the meeting in a way that assures that the members of the board can make well-considered decisions. The chairperson's responsibility is not to have the board vote the way the chairperson wants it to vote. To assist the chairperson in

attaining this goal, the board should have a set of bylaws or rules of procedure by which the meetings will be conducted.

Such a set of rules will enable the chairperson to make sure that the meeting runs along in an orderly way. But what happens if someone in the audience becomes disorderly and disruptive? Can the person be removed from the meeting? The law protects rather carefully the right of people to attend meetings of their governmental bodies. Dealing with a person who has become upset about this or that can be a difficult problem. It is one reason a set of written rules will be helpful. Rules that are applied evenhandedly will help demonstrate that everyone is being dealt with fairly. But sometimes a member of the public or the board refuses to play by the rules. The best advice is for the chair to handle the problem patiently and delicately. Sometimes it may be smart for the chair to declare a brief recess. Or, if the chairperson has also become emotionally involved, another member may be of help by moving a ten-minute recess. The law permits a person to be removed for a breach of the peace committed at the meeting. Bodily removal of a person from a meeting constitutes an arrest, so it should be done only as a last resort and by a police officer.

If your township board is dealing with a subject that may arouse strong emotions and a fever pitch among some of your citizens, it may be wise to ask a police officer to serve as marshal for the meeting. And, if the meeting does become disorderly, the clerk should attempt to record the events as clearly as possible: who said what, what happened then, and the like. If the matter ends up in a court case – say, for false arrest – at least there will be some semblance of a record of the events. It is not likely that the people who were present will be able to remember the exact details six months or a year later when they are called in to testify.

Fortunately, meetings like this are rare. In a few places, unfortunately, the political culture is such that many meetings are conducted in a combative style. The OMA, of course, requires a public body to permit individual members of the public to address the board. The board rules should specify that the time for public comment is limited – say three minutes per person early in the meeting and perhaps a time for extended public comment at the end of the meeting.¹⁰¹ This period permits people to say what is on their minds without having to wait until the end of the meeting or perhaps until the board has already settled a matter the person wanted to talk about. What the public and board members should understand, though, is that the meeting is the board's meeting and that other than the times for public comment, the duty of the public is to listen, not to participate in the debate and board discussion. The board should be very reticent to permit the public to join the board members' debate and discussion once it gets underway. It does not appear to us that unelected residents should join in the ongoing debate by board as though they were members of the board with all rights except that of voting. The time for public comment occurs in the public comment period of the agenda.

Rancorous meetings can become even less frequent if the board provides ample opportunity for the citizens to address the board through public hearings. Whenever the board is hearing public comment, whether in a public hearing or the public comment period, the chair should discourage board members from trying to respond to each statement or complaint. At the most, members should only ask for clarifying information. If responses are necessary, ask one of the members to check out the problem and respond later. While board members are listening they should be attentive, avoid critical or sneering facial expressions, refrain from being defensive, and keep from slouching in their chairs. Board members should be attentive to the comments being expressed.

Memorandum

Date: 1/18/2023
To: Township Board
From: Dusty Farmer, Clerk
Subject: Election Pay



Objective

Approve the new election pay rates.
Approve a budget amendment of \$8000 for the 2023 May Election.

Background

Election workers are currently paid the following rates:

- \$165/day Election Inspectors (6 am-end of night; can be 15+ hours and averages \$11/hr)
- \$215/day Election Chairs (6 am-end of night plus receiving board; can be 18+ hours and averages \$13/hr)
- \$75/day Receiving Board (begins after 8 PM and can be 2+ hours)
- \$25/session Election Training (usually lasts 1-2 hours)

In anticipation of the Earned Sick Time Act (ESTA) and the increased minimum wage that will go into effect at the end of February (\$12/hr), the Clerk's Office proposes that we begin paying elections workers at an hourly rate:

- \$12/hr Election Inspectors
- \$15/hr Election Chairs
- No change to Receiving Board, and training would follow hourly rate or \$25, whichever is greater.

For the May Election:

Budget amendment of \$5000 for election inspector pay for GL 101-191-72200 (about 50 workers)
Budget amendment \$3000 for supplies for GL 101-191-72800

Core Values

Integrity, Professionalism