

**OSHTEMO CHARTER TOWNSHIP BOARD  
7275 West Main Street  
Kalamazoo, MI 49009  
269.375.4260**

**July 12, 2016  
BOARD WORK SESSION  
5:00 p.m. (Note: Special Earlier Start Time)  
AGENDA**

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County
- D. Discussion of Fire Department Strategic Plan for Staffing
- E. Request to Enter into Closed Session to Discuss Pending Litigation on Mystic Heights (if time; otherwise will be during regular meeting item 7)
- F. 2015 Annual Audit Review with Seber Tans Auditors
- G. Committee Updates and Other Business

**REGULAR MEETING  
7:00 p.m.  
AGENDA**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Citizen Comments on Non-Agenda Items
- 4. Consent Agenda
  - a. Approve Minutes – June 28 , 2016, Regular Meeting
  - b. Receipts & Disbursements Report
- 5. Public Hearing on Creation of Industrial Development District for One Way Products, Inc.
- 6. Consideration of Step One Site Condominium Review – Mystic Heights on South Van Kal Street (Continued)
- 7. Consideration of Proposed Zoning Text Amendments to Sections 24.205, 39.406, 66.201, & 76.190
- 8. Consideration of BTR 2.0 Grant Submission
- 9. Consideration of Amendment to the Interlocal Agreement for State Building Code Inspection Services
- 10. Consideration of Separation Agreement Regarding Building Code Inspection Services
- 11. Consideration of Fire Department 2016 Staffing Changes & 2016 Budget Amendment
- 12. Other Township Business
- 13. Board Member Comments
- 14. 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 to respond at a later date.
- 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.

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; it is not required unless the speaker wishes to have their comment recorded in the minutes.

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 or Citizen Comment on 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 is in contravention of any of the principles and procedures set forth herein.

(adopted 5/9/2000)  
(revised 5/14/2013)

**Policy for Public Comment**  
**6:00 p.m. "Public Comment"/Portion of Township Board Meetings**

At the commencement of the meeting, the Supervisor shall poll the members of the public who are present to determine how many persons wish to make comments. The Supervisor shall allocate maximum comment time among persons so identified based upon the total number of persons indicating their wish to make public comments, but no longer than ten (10) minutes per person. Special permission to extend the maximum comment time may be granted in advance by the Supervisor based upon the topic of discussion.

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 to respond at a later date.

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; it is not required unless the speaker wishes to have their comment recorded in the minutes.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor shall terminate any public comment which is in contravention of any of the principles and procedures set forth herein.

(adopted 2/27/2001)  
(revised 5/14/2013)

F

# SEBER TANS, PLC

CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

June 22, 2016

To the Township Board  
Charter Township of Oshtemo, Michigan

In planning and performing our audit of the financial statements of the Charter Township of Oshtemo (the Township), as of and for the year ended December 31, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered the Township's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all such deficiencies have been identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

However, during our audit, we became aware of the following matter, which we believe represent opportunities for strengthening internal controls and operating efficiency:

Segregation of Duties

The Township Treasurer has the following incompatible duties with regards to tax receipts: 1) receives property tax receipts under single control, 2) posts property tax receipts to the subsidiary ledger and general ledger, and 3) is an authorized check signer.

Inadequate segregation of duties may allow for errors or fraud to occur and not be detected. The Township has instituted mitigating controls but is still limited to achieving adequate segregation of duties because of statutory duty requirements and the number of Township personnel. Mitigating controls include: an active Township Board and the predictable nature of tax receipts and their reconciliation to the tax levy.

This communication is intended solely for the information and use of management of the Township and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



Seber Tans, PLC

**RECEIPTS & DISBURSEMENTS**

**\*\* GENERAL, FIRE, SEWER & WATER FUNDS \*\***

**RECEIPTS 06/16/ thru 06/30/2016**

Zoning Verification/Lorenz	50.00
Site Plan Review/Westside Church	600.00
Site Plan Review/Bosch	250.00
Site Plan Review/Glas	600.00
Site Plan Review/Carlson Consulting	600.00
Planning Escrow/Westside Church	1,000.00
Planning Escrow/Bosch	500.00
Planning Escrow/Glas	1,000.00
Planning Escrow/Carlson Consulting	1,000.00
Sign Permits	720.00
Copies	57.63
Ordinance/Parking Violations	370.00
Sidewalk Permits	100.00
Grave Sales	600.00
Grave Openings	240.00
Rent Deposits	675.00
Grange Rental	455.00
OCC Rentals	150.00
Twp Park Pavilion Rentals	235.00
Flesher Field Pavilion	150.00
Metal Bin Credit	159.00
Water Receipts	18,637.41
Sewer Receipts	20,362.42

**Total 48,511.46**

**DISBURSEMENTS**

7/6/2016	Payroll/Office/FF/PC/ZBA	59,664.57
7/8/2016	Payables	132,359.94

**Total 192,024.51**

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
aflac	Aflac	07/07/2016	050955	GEN	extra insurance	1,139.46
90047974	Attn: Remittance Processing Service 1932 Wynnton Rd Columbus GA, 31999-0797	07/08/2016		N		
		/ /	0.0000	N		0.00
		07/08/2016		N		1,139.46

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-000-26700	AFLAC Insurance	284.38
206-000-26700	AFLAC Insurance	855.08
		<u>1,139.46</u>

VENDOR TOTAL:

1,139.46

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
bwd	Best Way Disposal	07/07/2016	35788	GEN	dump day container removal 6/25	240.98
90047977	2314 Miller Rd	07/08/2016		N		0.00
	Kalamazoo MI, 49001	/ /	0.0000	N		240.98
Paid		07/08/2016		N		
GL NUMBER	DESCRIPTION				AMOUNT	
101-249-95900	Trash Collection				240.98	
bwd	Best Way Disposal	07/07/2016	37139	GEN	garbage	1,507.23
90047978	2314 Miller Rd	07/08/2016		N		0.00
	Kalamazoo MI, 49001	/ /	0.0000	N		1,507.23
Paid		07/08/2016		N		
GL NUMBER	DESCRIPTION				AMOUNT	
107-756-93100	Maintenance Services				339.07	
206-340-93100	Building Maintenance				322.99	
101-218-93100	Maintenance Services				845.17	
					<u>1,507.23</u>	
bwd	Best Way Disposal	07/07/2016	38294	GEN	h2 garbage service	625.00
90047975	2314 Miller Rd	07/08/2016		N		0.00
	Kalamazoo MI, 49001	/ /	0.0000	N		625.00
Paid		07/08/2016		N		
GL NUMBER	DESCRIPTION				AMOUNT	
206-340-93100	Building Maintenance				625.00	
bwd	Best Way Disposal	07/07/2016	65782	GEN	old twp hall porta potty	90.00
90047976	2314 Miller Rd	07/08/2016		N		0.00
	Kalamazoo MI, 49001	/ /	0.0000	N		90.00
Paid		07/08/2016		N		
GL NUMBER	DESCRIPTION				AMOUNT	
107-756-93100	Maintenance Services				90.00	

VENDOR TOTAL: 2,463.21

User: DeannaJ  
 DB: Oshtemo  
 EXP CHECK RUN DATES 07/08/2016 - 07/08/2016  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GEN  
 Vendor Code Vendor name Vendor Address City/State/Zip Post Date Invoice Hold Sep CK 1099 Invoice Description Gross Amount Discount Net Amount

bs&a	BS&A Software	14965 Abbey Lane	Bath MI, 48808	07/07/2016	107574	GEN	APEX CLASS FOR J. MILLER 6/13/16	205.00	0.00	205.00
90047982				07/08/2016	000008547	N		205.00	0.00	205.00
				/ /	0.0000	N				
				07/08/2016		N				

Paid  
 GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED  
 101-209-95800 APEX CLASS FOR J. MILLER 6/13/16 205.00 205.00

VENDOR TOTAL: 205.00

cms	Center for Municipal Solutions	70 Cambridge Drive	Glenmont NY, 12077	07/07/2016	37571-001	GEN	CONSULTING SERVICES RE FIBER TECH METRO	1,125.00	0.00	1,125.00
90047983				07/08/2016	000008552	N		1,125.00	0.00	1,125.00
				/ /	0.0000	N				
				07/08/2016		N				

Paid  
 GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED  
 101-249-82000 CONSULTING SERVICES RE FIBER TECH METRO 1,125.00 1,125.00

VENDOR TOTAL: 1,125.00

Vendor name: Consumers Energy  
 Address: Payment Center  
 City/State/Zip: PO Box 740309 Cincinnati OH, 45271-0309

Vendor Code: ce-e  
 Ref #: 90047986

Post Date: 07/07/2016  
 CK Run Date: 07/08/2016  
 Disc. Date: / /  
 Due Date: 07/08/2016

Invoice: 07082016  
 PO: 10029986  
 Disc. %: 0.0000

Bank: GEN  
 Hold: N  
 Sep CK: N  
 1099: N

Invoice Description: electric and gas

Gross Amount: 4,452.13  
 Discount: 0.00  
 Net Amount: 4,452.13

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-218-92100	twp office electric	1,360.91
101-218-92300	twp office gas	28.37
206-340-92100	st 1 electric	1,286.14
206-340-92300	st 1 gas	63.02
206-340-92100	st 2 electric	1,079.85
206-340-92300	st 2 gas	52.68
107-756-92100	grange electric 75%	155.40
206-340-92100	st 3 electric 25%	51.81
101-218-92300	maint bldg	14.12
101-218-92100	maint/veh bldg	112.93
107-756-92100	flesher electric	103.47
107-756-98100	drake house electric	108.82
107-756-98100	drake house gas	11.75
107-756-92100	old town hall electric	22.86
		<u>4,452.13</u>

VENDOR TOTAL: 4,452.13

cts	DESCRIPTION	GEN	AMOUNT
90047984	CTS Telecom Inc. 13800 E Michigan Galesburg MI, 49053	GEN	716.21
		N	0.00
		N	716.21

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-249-85300	Telephone	477.44
206-340-85300	Telephone	238.77
		<u>716.21</u>

VENDOR TOTAL: 716.21

BANK CODE: GEN  
 Vendor name: DeNooyer Chevrolet  
 Address: 5800 Stadium Drive  
 City/State/Zip: Kalamazoo MI, 49009  
 Vendor Code: 206-340-86700  
 Ref #: 90047987  
 Post Date: 07/07/2016  
 CK Run Date: 07/08/2016  
 Disc. Date: / /  
 Due Date: 07/08/2016  
 Invoice: 527669  
 PO: 000008545  
 Disc. %: 0.0000  
 Bank: GEN  
 Hold: N  
 Sep CK: N  
 1099: N  
 Invoice Description: 551 REPLACEMENT IGNITION SWITCH  
 Gross Amount: 210.37  
 Discount: 0.00  
 Net Amount: 210.37

Paid  
 GL NUMBER: 206-340-86700  
 DESCRIPTION: 551 IGNITION SWITCH REPLACEMENT  
 AMOUNT: 210.37  
 AMT RELIEVED: 210.37  
 VENDOR TOTAL: 210.37

irs  
 90047993  
 Department of Treasury - IRS  
 07/07/2016  
 07/08/2016  
 06302016  
 pcori fees  
 N  
 N  
 N  
 34.72  
 0.00  
 34.72  
 Paid

GL NUMBER: 101-234-71600  
 DESCRIPTION: Health & Life Insurance  
 AMOUNT: 34.72  
 VENDOR TOTAL: 34.72

evp  
 90047988  
 Emergency Vehicle Products  
 2975 Interstate Pkwy  
 Kalamazoo MI, 49048-9600  
 07/07/2016  
 07/08/2016  
 9205  
 000008542  
 0.0000  
 511 REAR STEP, CHECK A/C, AUTO EJECT, C  
 N  
 N  
 N  
 379.52  
 0.00  
 379.52  
 Paid

GL NUMBER: 206-340-86700  
 DESCRIPTION: 511 MISC REPAIRS  
 AMOUNT: 379.52  
 AMT RELIEVED: 379.52

evp  
 90047989  
 Emergency Vehicle Products  
 2975 Interstate Pkwy  
 Kalamazoo MI, 49048-9600  
 07/07/2016  
 07/08/2016  
 9212  
 000008543  
 0.0000  
 532 AERIAL POWER, AIRHORN REPAIR  
 N  
 N  
 N  
 253.39  
 0.00  
 253.39  
 Paid

GL NUMBER: 206-340-86700  
 DESCRIPTION: 532 AERIAL POWER, AIRHORN REPAIR  
 AMOUNT: 253.39  
 AMT RELIEVED: 253.39  
 VENDOR TOTAL: 632.91

BANK CODE: GEN  
 Vendor name: First Due Fire Supply Company  
 Address: 207 E Kipp Road  
 City/State/Zip: Suite A, Mason MI, 48854

Vendor Code: 90047990  
 Ref #: 90047990  
 Post Date: 07/07/2016  
 CK Run Date: 07/08/2016  
 Disc. Date: / /  
 Due Date: 07/08/2016  
 Invoice: 16-288  
 PO: 000008065  
 Disc. %: 0.0000  
 Sep CK: 1099

Invoice Description: TRENCH RESCUE TRAILER AND EQUIPMENT  
 Gross Amount: 59,342.67  
 Discount: 0.00  
 Net Amount: 59,342.67

GL NUMBER: 211-344-98000  
 DESCRIPTION: FULLY EQUIPTED TRENCH RESCUE TRAILER  
 AMOUNT: 59,342.67  
 AMT RELIEVED: 79,314.67  
 VENDOR TOTAL: 59,342.67

Paid  
 Fleckenste 90047991  
 Fleckenstein Ron  
 3625 Whicker Pointe  
 Kalamazoo MI, 49006  
 DESCRIPTION: retiree med reimbursement  
 Due From Retiree Medical Trust Fund  
 AMOUNT: 1,825.78  
 VENDOR TOTAL: 1,825.78

Paid  
 MISC 90048033  
 Gayle Reyes  
 3364 S. 6th Street  
 Kalamazoo MI, 49009  
 DESCRIPTION: rental deposit refund  
 AMOUNT: 250.00  
 VENDOR TOTAL: 250.00

Paid  
 GL NUMBER: 101-000-24800  
 DESCRIPTION: Rent Deposits  
 AMOUNT: 250.00  
 VENDOR TOTAL: 250.00

iab 90047994  
 Interstate All Battery Center  
 3515 Stadium Drive  
 Kalamazoo MI, 49009  
 DESCRIPTION: EMERGENCY LIGHT BATTERY  
 AMOUNT: 12.99  
 VENDOR TOTAL: 12.99

Paid  
 GL NUMBER: 107-756-76000  
 DESCRIPTION: EMERGENCY LIGHT BATTERY  
 AMOUNT: 12.99  
 VENDOR TOTAL: 12.99

Vendor Code Vendor name Address City/State/zip Post Date Invoice Date Invoice Description Bank Hold Sep CK 1099  
 Ref # 90047995 Kalamazoo City Treasurer 415 E Stockbridge Kalamazoo MI, 49001 07/07/2016 07/08/2016 water GEN N  
 07/08/2016 / / 0.0000 N  
 07/08/2016 / / 0.0000 N

GL NUMBER	DESCRIPTION	AMOUNT
101-218-92000	Water - twp	96.98
206-340-92000	Water	137.51
107-756-98100	Capital Outlay/Drake House	31.69
		<u>266.18</u>

VENDOR TOTAL: 266.18

kct	DESCRIPTION	AMOUNT	AMT RELIEVED
90047996	Kalamazoo County Treasurer	20.00	20.00
	201 West Kalamazoo Ave	20.00	20.00
	Kalamazoo MI, 49007	0.00	0.00
		<u>20.00</u>	<u>20.00</u>

GL NUMBER 101-805-82600 DESCRIPTION RECORD 3 P CONSENT TO SIDEWALK SAD AMOUNT 20.00 AMT RELIEVED 20.00

VENDOR TOTAL: 20.00

kfc	DESCRIPTION	AMOUNT	AMT RELIEVED
90047997	Kalamazoo Flag Company	308.47	308.47
	9720 Siesta Key Drive	0.00	0.00
	Portage MI, 49002	0.00	0.00
		<u>308.47</u>	<u>308.47</u>

GL NUMBER 101-218-76000 DESCRIPTION CEMETERY FLAGS AMOUNT 299.52 AMT RELIEVED 299.52  
 101-218-76000 FIAP S&H 8.95 8.95  
308.47

VENDOR TOTAL: 308.47

BANK CODE: GEN  
 Vendor name: Kal-Blue Reprographics & Supplies  
 Address: 914 E Vine Street  
 City/State/Zip: Kalamazoo MI, 49001-3083  
 Vendor Code: kb  
 Ref #: 90047998  
 Post Date: 07/07/2016  
 CK Run Date: 07/08/2016  
 Disc. Date: / /  
 Due Date: 07/08/2016  
 Invoice: 27769  
 PO: 000008550  
 Disc. %: 0.0000  
 Bank: GEN  
 Hold: N  
 Sep CK: N  
 1099: N  
 Invoice Description: CAPITAL CAMPAIGN POSTER  
 Gross Amount: 119.04  
 Discount: 0.00  
 Net Amount: 119.04

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-80800	CAPITAL CAMPAIGN LOGO POSTER	119.04	119.04
VENDOR TOTAL:		119.04	

MISC	DESCRIPTION	DATE	AMOUNT	AMT RELIEVED
90047985	Kimberly Collins	07/07/2016	07012016	rental deposit refund
	5859 Coddington Ln	07/08/2016		
	Kalamazoo MI, 49009	/ /	0.0000	
Paid		07/08/2016		
VENDOR TOTAL:				175.00

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-000-24800	Rent Deposits	175.00	
VENDOR TOTAL:		175.00	

kss	DESCRIPTION	DATE	AMOUNT	AMT RELIEVED
90047999	KSS Enterprises	07/07/2016	985132	RESTROOM SUPPLIES
	616 E Vine Street	07/08/2016	000008566	
	Kalamazoo MI, 49001	/ /	0.0000	
Paid		07/08/2016		
VENDOR TOTAL:				505.51

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-76600	LINER BANDS	30.24	
206-340-93100	TRUCK WASH	47.99	
107-756-76600	NITRILE GLOVES	16.60	
107-756-76600	PROPRIETARY ROLL TOWELS	261.44	
107-756-76600	JUMBO JR PAPER	149.24	
VENDOR TOTAL:		505.51	505.51

VENDOR TOTAL:		505.51
VENDOR TOTAL:		505.51

BANK CODE: GEN  
 Vendor name      Post Date      Invoice      Bank      Invoice Description      Gross Amount  
 Address      CK Run Date      PO      Hold  
 City/State/Zip      Disc. Date      Disc. %      Sep CK      Discount  
    Due Date      1099      Net Amount

MISC	Larry & Carol Logan	07/07/2016	07082016	GEN	refund grave sales	450.00
90048000	13529 Blake Dr	07/08/2016		N		0.00
	Port Charlotte FL, 33981	/ /	0.0000	Y		450.00
		07/08/2016		N		
Paid						
GL NUMBER	DESCRIPTION	AMOUNT				
101-001-64300	Sales of Lots	450.00	VENDOR TOTAL: 450.00			

MISC	Lisa Bowen	07/07/2016	07022016	GEN	rental deposit refund	100.00
90047980	1074 Mount Royal Dr	07/08/2016		N		
	Apt 1B	/ /	0.0000	Y		0.00
	Kalamazoo MI, 49009	07/08/2016		N		100.00
Paid						
GL NUMBER	DESCRIPTION	AMOUNT				
101-000-24800	Rent Deposits	100.00	VENDOR TOTAL: 100.00			

brown-1	Lois Brown	07/07/2016	07082016	GEN	retiree med reimbursement	756.20
90047981	23039 Paulson	07/08/2016		N		0.00
	Gobles MI, 49055	/ /	0.0000	N		756.20
		07/08/2016		N		
Paid						
GL NUMBER	DESCRIPTION	AMOUNT				
101-000-08300	Due From Retiree Medical Trust Fund	756.20	VENDOR TOTAL: 756.20			

Vendor name: Lowe's Home Center  
 Address: PO Box 530954, Atlanta GA, 30353-0954  
 City/State/Zip: Atlanta GA, 30353-0954  
 Vendor Code: 90048001  
 Ref #: 90048001  
 Post Date: 07/07/2016  
 CK Run Date: 07/08/2016  
 Disc. Date: / /  
 Due Date: 07/08/2016  
 Invoice: 908837  
 PO: 000008538  
 Disc. %: 0.0000  
 Bank: GEN  
 Hold: N  
 Sep CK: N  
 1099: N

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Lowe's	Lowe's Home Center	07/07/2016	908837	GEN	SHOP VAC, MISC HARDWARE ITEMS FOR TRAIN	170.39
90048001	PO Box 530954	07/08/2016	000008538	N		
	Atlanta GA, 30353-0954	/ /	0.0000	N		0.00
		07/08/2016		N		170.39

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	SHOP VAC FOR STATION 5-2	132.05	132.05
206-340-76000	MISC. HARDWARE ITEMS FOR TRAINING	38.34	38.34
		170.39	170.39

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Lowe's	Lowe's Home Center	07/07/2016	913730	GEN	SHOP RAGS, BREAKER BAR	33.17
90048002	PO Box 530954	07/08/2016	000008537	N		
	Atlanta GA, 30353-0954	/ /	0.0000	N		0.00
		07/08/2016		N		33.17

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	SHOP RAGS FOR 5-2	20.86	20.86
206-340-75700	BREAKER BAR FOR STATION 5-2 TOOL BOX	12.31	12.31
		33.17	33.17

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MISC	Lynn Geresy	07/07/2016	06232016	GEN	rental deposit refund	250.00
90047992	7964 Spring Haven	07/08/2016		N		0.00
	Kalamazoo MI, 49009	/ /	0.0000	Y		0.00
		07/08/2016		N		250.00

GL NUMBER	DESCRIPTION	AMOUNT
101-000-24800	Rent Deposits	250.00
		250.00

VENDOR TOTAL: 203.56  
 VENDOR TOTAL: 250.00  
 VENDOR TOTAL: 250.00

BANK CODE: GEN  
 Vendor Code      Vendor name      Post Date      Invoice      Bank      Invoice Description      Gross Amount  
 Ref #      Address      CK Run Date      PO      Hold      Sep CK      Discount  
 City/State/Zip      Disc. Date      Disc. %      1099      Net Amount  
 Due Date

MISC	Mark & Beth Principe	07/07/2016	07022016	GEN	rental deposit refund	
90048032	965 Wickford Dr	07/08/2016		N		250.00
	Kalamazoo MI, 49009	/ /	0.0000	Y		0.00
Paid		07/08/2016		N		250.00

GL NUMBER	DESCRIPTION	AMOUNT				
101-000-24800	Rent Deposits	250.00				
VENDOR TOTAL:						250.00

meekhof	Meekhof Tire Sales & Service	07/07/2016	402543-71	GEN	552 REPLACEMENT TIRES	
90048004	1640 Olson NE	07/08/2016	000008546	N		634.92
	Grand Rapids MI, 49503	/ /	0.0000	N		0.00
Paid		07/08/2016		N		634.92

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED			
206-340-86700	552 REPLACEMENT TIRES	634.92	634.92			

meekhof	Meekhof Tire Sales & Service	07/07/2016	408126.71	GEN	TIRES AND WHEELS FOR TRAILER	
90048003	1640 Olson NE	07/08/2016	000008570	N		338.00
	Grand Rapids MI, 49503	/ /	0.0000	N		0.00
Paid		07/08/2016		N		338.00

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED			
107-756-75300	TIRES FOR TRAILER	194.40	194.40			
206-340-93100	TIRES FOR TRAILER	21.60	21.60			
107-756-75300	MOUNT AND DISMOUNT TIRES	45.00	45.00			
206-340-93100	MOUNT AND DISMOUNT TIRES	5.00	5.00			
107-756-75300	WHEELS	64.80	64.80			
206-340-93100	WHEELS	7.20	7.20			
VENDOR TOTAL:						972.92

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
menards 90048005	Menards 6800 West Main Street Kalamazoo MI, 49009	07/07/2016 07/08/2016 / /	13457 000008536 0.0000	GEN N N N	RUBBER FLOOR ADHESIVE	16.99 0.00 16.99
Paid						
GL NUMBER 206-340-93100	DESCRIPTION ADHESIVE				AMOUNT	AMT RELIEVED
menards 90048006	Menards 6800 West Main Street Kalamazoo MI, 49009	07/07/2016 07/08/2016 / /	15100 000008437 0.0000	GEN N N N	SPRAY PAINT, DISH SOAP, CLOROX WIPES	36.12 0.00 36.12
Paid						
GL NUMBER 206-340-72800	DESCRIPTION CLOROX WIPES				AMOUNT	AMT RELIEVED
206-340-72800	DISH SOAP				5.89	5.89
206-340-72800	DISHWASHER FLUID				7.97	7.97
206-340-76000	SPRAY PAINT				10.98	10.98
					11.28	11.28
					36.12	36.12
menards 90048008	Menards 6800 West Main Street Kalamazoo MI, 49009	07/07/2016 07/08/2016 / /	18392 000008565 0.0000	GEN N N N	PARK AND WASHER SUPPLIES	16.45 0.00 16.45
Paid						
GL NUMBER 107-756-76000	DESCRIPTION SUPPLIES FOR PARK AND WASHER REPAIRS				AMOUNT	AMT RELIEVED
206-340-93100	SUPPLIES FOR PARK AND WASHER REPAIRS				12.34	12.34
					4.11	4.11
					16.45	16.45
menards 90048007	Menards 6800 West Main Street Kalamazoo MI, 49009	07/07/2016 07/08/2016 / /	19149 000008553 0.0000	GEN N N N	FIRE DEPARTMENT PROPANE EXCHANGE	63.28 0.00 63.28
Paid						
GL NUMBER 206-340-72800	DESCRIPTION PROPANE				AMOUNT	AMT RELIEVED
					63.28	63.28

VENDOR TOTAL: 132.84



Vendor Code Vendor name Address City/State/Zip Post Date Invoice PO Invoice Description Bank Hold Sep CK Gross Amount Discount Net Amount

mmbj 90048014 Mika Meyers Becket & Jones PLC 900 Monroe Ave NW Grand Rapids MI, 49503 07/07/2016 602299 legal fees - btr2.0 GEN N 71.00 0.00 71.00

Paid

GL NUMBER 490-000-95800 DESCRIPTION Professional Fees AMOUNT 71.00

mmbj 90048013 Mika Meyers Becket & Jones PLC 900 Monroe Ave NW Grand Rapids MI, 49503 07/07/2016 602300 legal fees - sanitary sewer GEN N 375.66 0.00 375.66

Paid

GL NUMBER 490-000-95800 DESCRIPTION Professional Fees AMOUNT 375.66

VENDOR TOTAL: 446.66

mrc 90048015 Miner Supply Co., Inc. 922 47th Street SW Wyoming MI, 49509 07/07/2016 463983 RESTROOM SUPPLIES GEN N 93.28 0.00 93.28

Paid

GL NUMBER 206-340-93100 DESCRIPTION MULTIFOLD TOWELS AMOUNT 93.28 AMT RELIEVED 93.28

VENDOR TOTAL: 93.28

mrc 90048016 MRC Industries, Inc. 2538 South 26th Street Kalamazoo MI, 49048 07/07/2016 48929 cleaning - june GEN N 1,175.97 0.00 1,175.97

Paid

GL NUMBER 206-340-93100 DESCRIPTION Building Maintenance AMOUNT 130.66

101-218-93100 Maintenance Services 522.65

107-756-93100 Maintenance Services 522.66

VENDOR TOTAL: 1,175.97

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
BANK CODE: GEN						
VENDOR TOTAL: 1,175.97						
nf	Networkfleet, Inc.	07/07/2016	21194	GEN	PROGRAM TRANSFER FOR NEW FIRE DEPARTMENT	
90048018	PO Box 975544	07/08/2016	000008556	N		65.00
	Dallas TX, 75397-5544	/ /	0.0000	N		0.00
		07/08/2016		N		65.00
Paid						
GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED			
206-340-86700	PROGRAM TRANSFER	65.00	65.00			
nf	Networkfleet, Inc.	07/07/2016	427989	GEN	fd navigation services	
90048017	PO Box 975544	07/08/2016	0.0000	N		119.65
	Dallas TX, 75397-5544	/ /		N		0.00
		07/08/2016		N		119.65
Paid						
GL NUMBER	DESCRIPTION	AMOUNT				
206-340-85300	FD Network Fleet Monthly Fee	119.65				
VENDOR TOTAL: 184.65						
MISC	Pauline Birdsall	07/07/2016	06252016	GEN	rental deposit refund	
90047979	1310 Washington Ave	07/08/2016		N		250.00
	Kalamazoo MI, 49001	/ /	0.0000	Y		0.00
		07/08/2016		N		250.00
Paid						
GL NUMBER	DESCRIPTION	AMOUNT				
101-000-24800	Rent Deposits	250.00				
VENDOR TOTAL: 250.00						



BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CR Run Date	PO	Hold		Discount
	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

pncbank	PNC Bank	07/07/2016	amazon	GEN	SECURITY BIT SET FROM AMAZON	22.85
90048028	PO Box 856177	07/08/2016	000008569	N		0.00
	Louisville KY, 40285	/ /	0.0000	N		22.85
		07/08/2016		N		

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-75700	SECURITY BIT SET	22.85	22.85

pncbank	PNC Bank	07/07/2016	citgo	GEN	FUEL FOR FIRE DEPARTMENT FUEL CANS	17.64
90048023	PO Box 856177	07/08/2016	000008471	N		0.00
	Louisville KY, 40285	/ /	0.0000	N		17.64
		07/08/2016		N		

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-86800	PREMIUM FUEL	17.64	17.64

pncbank	PNC Bank	07/07/2016	gih ind supply	GEN	6 FLOOR SQUEEGES	187.80
90048024	PO Box 856177	07/08/2016	000008070	N		0.00
	Louisville KY, 40285	/ /	0.0000	N		187.80
		07/08/2016		N		

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	FLOOR SQUEEGES	187.80	187.80

pncbank	PNC Bank	07/07/2016	mission	GEN	conf expense - kristine	258.62
90048029	PO Box 856177	07/08/2016	0.0000	N		0.00
	Louisville KY, 40285	/ /		N		258.62
		07/08/2016		N		

GL NUMBER	DESCRIPTION	AMOUNT
101-209-95800	Education/Dues - assessing	258.62

pncbank	PNC Bank	07/07/2016	smartsign	GEN	PARK SIGNS - DOGS ON LEASH	43.90
90048019	PO Box 856177	07/08/2016	000008484	N		0.00
	Louisville KY, 40285	/ /	0.0000	N		43.90
		07/08/2016		N		

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED



BANK CODE: GEN  
 Vendor name: Ridge Napa Auto Parts  
 Address: 1655 South Drake St  
 City/State/Zip: Kalamazoo MI, 49006  
 Vendor Code: 206-340-86700  
 Ref #: 90048035

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	275312 & credit	GEN	551 REPLACEMENT BATTERY, WASHER FLUID	96.13
07/08/2016	000008544	N		0.00
/ /	0.0000	N		96.13
07/08/2016		N		

Paid  
 GL NUMBER: 206-340-86700  
 DESCRIPTION: 551 BATTERY, WASHER FLUID  
 AMOUNT: 96.13  
 AMT RELIEVED: 108.44  
 VENDOR TOTAL: 96.13

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	13252	GEN	COMMUNITY CENTER LANDSCAPE MAINTENANCE	248.00
07/08/2016	000008251	N		0.00
/ /	0.0000	N		248.00
07/08/2016		N		

Paid  
 GL NUMBER: 900-728-93300  
 DESCRIPTION: MONTHLY LANDSCAPING MAINTENANCE  
 AMOUNT: 248.00  
 AMT RELIEVED: 248.00  
 VENDOR TOTAL: 248.00

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	65257/47371	GEN	computer support & credit	1,310.57
07/08/2016		N		0.00
/ /	0.0000	N		1,310.57
07/08/2016		N		

Paid  
 GL NUMBER: 206-340-80900  
 DESCRIPTION: Computer Operations  
 AMOUNT: 805.29  
 AMT RELIEVED: 805.29  
 VENDOR TOTAL: 805.29

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	13252	GEN	COMMUNITY CENTER LANDSCAPE MAINTENANCE	248.00
07/08/2016	000008251	N		0.00
/ /	0.0000	N		248.00
07/08/2016		N		

Paid  
 GL NUMBER: 101-201-80500  
 DESCRIPTION: Computer Support  
 AMOUNT: 505.28  
 AMT RELIEVED: 505.28  
 VENDOR TOTAL: 505.28

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	275312 & credit	GEN	551 REPLACEMENT BATTERY, WASHER FLUID	96.13
07/08/2016	000008544	N		0.00
/ /	0.0000	N		96.13
07/08/2016		N		

Paid  
 GL NUMBER: 206-340-80900  
 DESCRIPTION: Computer Operations  
 AMOUNT: 805.29  
 AMT RELIEVED: 805.29  
 VENDOR TOTAL: 805.29

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	13252	GEN	COMMUNITY CENTER LANDSCAPE MAINTENANCE	248.00
07/08/2016	000008251	N		0.00
/ /	0.0000	N		248.00
07/08/2016		N		

Paid  
 GL NUMBER: 101-201-80500  
 DESCRIPTION: Computer Support  
 AMOUNT: 505.28  
 AMT RELIEVED: 505.28  
 VENDOR TOTAL: 505.28

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	275312 & credit	GEN	551 REPLACEMENT BATTERY, WASHER FLUID	96.13
07/08/2016	000008544	N		0.00
/ /	0.0000	N		96.13
07/08/2016		N		

Paid  
 GL NUMBER: 206-340-80900  
 DESCRIPTION: Computer Operations  
 AMOUNT: 805.29  
 AMT RELIEVED: 805.29  
 VENDOR TOTAL: 805.29

Post Date	Invoice	Bank	Invoice Description	Gross Amount
CK Run Date	PO	Hold		Discount
Disc. Date	Disc. %	Sep CK		Net Amount
Due Date		1099		
07/07/2016	13252	GEN	COMMUNITY CENTER LANDSCAPE MAINTENANCE	248.00
07/08/2016	000008251	N		0.00
/ /	0.0000	N		248.00
07/08/2016		N		

Paid  
 GL NUMBER: 101-201-80500  
 DESCRIPTION: Computer Support  
 AMOUNT: 505.28  
 AMT RELIEVED: 505.28  
 VENDOR TOTAL: 505.28

Vendor Code Vendor name Address City/State/Zip  
 Ref #  
 Vendor name Address City/State/Zip  
 90048038 Time Emergency Eqpt LLC  
 2415 West Sunset Dr  
 Roscommon MI, 48653

Post Date Invoice PO Disc. % Due Date  
 07/07/2016 117331 000008572 / / 07/08/2016  
 07/08/2016 000008572 / / 07/08/2016  
 07/08/2016 000008572 / / 07/08/2016

Bank Invoice Description  
 Hold  
 Sep CK  
 1099  
 GEN FIRE DEPARTMENT 5' STORZ ADAPTERS  
 N  
 N  
 N

Gross Amount  
 Discount  
 Net Amount  
 1,139.50  
 0.00  
 1,139.50

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED  
 211-344-98000 STORZ ADAPTERS 1,139.50 1,139.50

time Time Emergency Eqpt LLC  
 2415 West Sunset Dr  
 Roscommon MI, 48653  
 Paid

GL NUMBER DESCRIPTION AMOUNT AMT RELIEVED  
 211-344-98000 GATED WY 2.5' FEMALE SWIVEL 1,399.75 1,399.75  
 211-344-98000 GATED WY 2.5' FL 4,049.75 4,049.75  
 211-344-98000 5" STORZ X 2.5' FEMALE 1,499.25 1,499.25  
 211-344-98000 3-WAY VALVED MANIFOLD 6,125.00 6,125.00  
 211-344-98000 FOAM EDUCTOR 1,980.00 1,980.00  
 211-344-98000 2.5" SLOW CLOSE HYDRANT VALVE 3,099.50 3,099.50  
 211-344-98000 WATER THIEF 2.5" INLET X 2.5 2,780.00 2,780.00  
 211-344-98000 BLITZFIRE OSCILLATING HIGH ELEVATION 15,800.00 15,800.00  
 211-344-98000 LOW LEVEL STRAINER 1,949.85 1,949.85  
 211-344-98000 MONSOON REMOTE CONTROLLED 2000 GPM 4,995.00 4,995.00  
 211-344-98000 VALVE UNDER MONITOR 710.50 710.50  
 211-344-98000 4 STACKED TIPS 3.5' INLET 619.95 619.95  
 211-344-98000 MASTER STREAM NOZZLE 1,650.00 1,650.00  
 211-344-98000 MONITOR COMMUNICATION INERFACE BOX 585.00 585.00

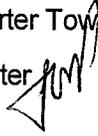
47,243.55

VENDOR TOTAL: 48,383.05

TOTAL - ALL VENDORS: 132,359.94

# Memo



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter   
**Date:** July 7, 2016  
**Subject:** Hinkle Properties, L.L.C.  
 One Way Products, Inc.  
 Creation of Industrial Development District

## **OBJECTIVE**

To create an Industrial Development District for Hinkle Properties, L.L.C. and One Way Products, Inc. in order to facilitate their request for an Industrial Facilities Exemption Certificate.

## **BACKGROUND**

Isaac Hinkle of Hinkle Properties, L.L.C. and One Way Products, Inc. is purchasing property in Oshtemo Charter Township on West KL Avenue. He has requested, pursuant to Public Act 198 of 1974, that we create an Industrial Development District which would allow him to apply for an Industrial Facilities Exemption Certificate per the Township Board's policy of February 23, 1993. As of the Board meeting of July 12, 2016, the Board will consider establishing a District covering the property of Hinkle Properties, L.L.C. and One Way Products, Inc., and subsequently, you will be asked to consider an Industrial Facilities Exemption Certificate for the improvements and new personal property.

Attached hereto is a copy of the Notice of Hearing on Creation of Industrial Development District which has been served upon all of the parties listed in the Notice. In addition, we have served Mr. Hinkle, as President, and One Way Products, Inc. with the Notice. The Notice was published in the Gazette on June 28, 2016.

## **INFORMATION PROVIDED**

Attached hereto is a copy of the Notice of Hearing on Creation of Industrial Development District which has been served upon all of the parties listed in the Notice. The Notice was published in the Gazette on June 28, 2016.

Also attached is the proposed Excerpt of Minutes for the July 12 Township Board meeting.

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

Approve the resolution to create an Industrial Development District for Hinkle Properties, L.L.C. and One Way Products, Inc. at 6500 West KL Avenue.

CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

**Excerpt of Minutes of Township Board Meeting**  
**Held July 12, 2016**

A regular meeting of the Township Board of the Charter Township of Oshtemo was held at the Oshtemo Township Hall on Tuesday, July 12, 2016, commencing at 7:00 p.m.

Members Present:

Members Absent:

Also present were James W. Porter Township Attorney, and \_\_\_\_\_ residents and property owners of the Township.

\*\*\*\*\*

The next order of business was consideration of the creation of an industrial development district in Sections 23 and 24 of Oshtemo Township at 6500 (approx.) West KL Avenue, Kalamazoo, Michigan. It was reported that notice of the hearing on the request had been published in the *Kalamazoo Gazette* on June 28, 2016, and had been mailed via certified mail to the owner of the subject property, Hinkle Properties, L.L.C., and One Way Products, Inc. The Affidavit of the foregoing was filed as part of the records of the meeting.

Representatives of Hinkle Properties, L.L.C. and One Way Products, Inc. were present and described the nature of the contemplated project for the premises.

After further discussion, a motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt the following Resolution:

**RESOLUTION CREATING INDUSTRIAL DEVELOPMENT DISTRICT**  
**AT 6500 (APPROX.) WEST KL AVENUE**

WHEREAS, Hinkle Properties, L.L.C. is the owner of land in Sections 23 and 24 of the Oshtemo Charter Township located at 6500 (Approx.) West Kl Avenue, which land and premises are more particularly described as:

THE EAST 456.45 FEET OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPTING THEREFROM THE NORTH 103 FEET OF THE WEST 145.99 FEET:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23 AND THE SOUTHWEST QUARTER OF SECTION 24, T. 2 S., R. 12 W., OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER POST OF SECTION 23, T. 2 S., R. 12 W., OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, THENCE WEST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 23, 54.01 FEET; THENCE S. 0°24'50" WEST 756.48 FEET TO THE NORTHERLY LINE OF THE PENN CENTRAL TRANSPORTATION COMPANY RIGHT-OF-WAY (FORMERLY N.Y.C.-R.R. CO. AND M.C.-R.R. CO.) THENCE SOUTH 80°34'05" EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY, 516.73 FEET TO A POINT BEING 200.00 FEET DUE WEST FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, T. 2 S., R. 12 W.; THENCE NORTH 0°24'50" EAST, PARALLEL WITH AND 200.00 FEET FROM THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 850.51 FEET TO THE EAST-WEST QUARTER LINE OF SAID SECTION 24; THENCE SOUTH 88°49'00" WEST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 24, 456.45 FEET TO THE WEST QUARTER POST OF SAID SECTION 24 AND THE PLACE OF BEGINNING

SUBJECT TO SURVEY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, Isaac Hinkle, on behalf of Hinkle Properties, L.L.C. and One Way Products, Inc., is proposing to develop said property for business purposes and proposing to install machinery, equipment, fixtures and furniture thereat; and

WHEREAS, Isaac Hinkle, Hinkle Properties, L.L.C. and One Way Products, Inc. have requested the Township to have the afore-described lands and premises established as an industrial development district under the provisions of 1974 PA 198, as amended; and

WHEREAS, the Township Board has scheduled a hearing for this time, date and place on such request and has given appropriate notice thereof by publication in the *Kalamazoo Gazette* on June 28, 2016, and by mailing, by certified mail, to the aforesaid owners on June 24, 2016, as required by law and statute provided and has conducted a hearing in accordance therewith; and

WHEREAS, no material objections have been received to the establishment of said district; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Township Board of the Charter Township of Oshtemo, Kalamazoo County, Michigan, hereby establishes an Industrial Development District comprising the property hereinbefore described under the provisions of 1974 PA 198, as amended.

Upon roll call vote upon the adoption of said Resolution,

The following voted "Yes":

The following voted "No":

The following abstained:

The Supervisor declared the motion carried, and the Resolution adopted.

\_\_\_\_\_  
Deborah L. Everett, Clerk  
Oshtemo Charter Township

\*\*\*\*\*

CERTIFICATE

I, DEBORAH L. EVERETT, the duly elected Clerk of the Charter Township of Oshtemo hereby certifies that the above constitutes a true copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board, Kalamazoo County, Michigan, held on July 12, 2016, at which meeting a quorum was present; that the members of said Board voted upon the aforesaid Resolution as shown; that said Resolution was accordingly duly adopted; and that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

\_\_\_\_\_  
DEBORAH L. EVERETT, Township Clerk

# Memo



**To:** Oshtemo Charter Township Board  
**From:** Julie Johnston, AICP  
**Date:** July 1, 2016  
**Mtg. Date:** July 12, 2016  
**Subject:** Zoning Ordinance Amendments

## OBJECTIVE

The Planning Commission and Township staff recommend amendments to the Township Zoning Ordinance, specifically Sections 24.205: Permitted Uses – Multiple-Family Dwellings; 39.406: Development Standards of the Business and Research Park District; 66:201: Schedule of Area, Frontage and/or Width Requirements; and, 76.190: Temporary Signs, for the Township Boards consideration of first reading.

## BACKGROUND

### Section 24.205: R-4 District Permitted Uses – Multiple Family Dwellings

A request was made by a Township Trustee to promote recycling in multi-family developments within the Township. The R-4 District, which allows multi-family projects by right, has some specific requirements for development. To encourage residents within any new multi-family development to recycle, receptacles will need to be made available. Requiring these receptacles within Dumpster enclosures is within the purview of zoning and can be included within these requirements.

The recommended language is as follows:

**Recycling. Dumpster enclosures shall be designed large enough to contain both a standard trash receptacle and a recycling receptacle.**

In addition to adding the language above, some minor organizational changes are recommended to address consistency within this section.

### Section 39.406: Development Standards of the Business and Research Park District

During discussions with Western Michigan University (WMU) regarding the development of the Business Technology Research Park (BTR) 2.0, concerns were raised about the Business and Research Park (BRP) District language related to open space. The current requirement refers to total ground coverage per individual site, as follows:

39.406 *Development Standards.*

(d) *Total ground coverage shall not exceed 50 percent of the individual site.*

The difficulty with phrasing the requirement in this way is two-fold, as follows:

- The Township Zoning Ordinance does not have a definition for ground coverage. While seemingly self-explanatory, ground coverage is defined differently in many ordinances. Some include sidewalks and some do not, some define it as any impervious surface while some just count the building. Without a definition, we would have to count everything that is not naturally occurring on the site, which could considerably reduce the buildable footprint.
- By regulating through "ground coverage" on individual sites, we are precluding, or making it extremely difficult, to provide dedicated and/or public open space within a BRP development. For example, the current design for BTR 2.0 has approximately 16 acres set aside as dedicated open space, meaning the land will be owned and maintained by the condominium association separate from the individual buildable sites. It is the intent of WMU to allow this open space to be open to the public. Based on the current ordinance language, none of this land could be counted toward the open space requirements of the individual sites. Each individual buildable site would continue to be required to have 50 percent open space, limiting the overall buildable area of each site and the entire development.

Based on these concerns, the Planning Commission recommends changing the development standard to the following:

**50 percent of the entire development shall be retained as open space. This open space can be developed as dedicated open space that is owned and maintained by an association, or provided on each individual parcel, lot or building site within the development, or a combination of these options. In no case, shall an individual parcel, lot or building site have less than 20 percent open space.**

The revised language will provide some flexibility within the regulation to allow each developer an opportunity to plan open space as either dedicated to the larger project, dedicated for public use or as natural features on the individual sites. It also provides some continued requirements on each individual buildable site, eliminating the possibility of an entire parcel, lot or buildable site being 100 percent covered by impervious surface.

Section 66.201: Schedule of Area, Frontage and/or Width Requirements

With the recent amendments approved by the Township Board to Section 62.000 Nonconforming Uses, Structures and Land, a change needed to be made to Section 66.201, which deals with area, frontage and width requirements of parcels, lots and building sites. Currently Section 66.201 states the following:

*Any parcel, lot or building site existing prior to March 31, 1997 shall be considered buildable if the only dimensional nonconformity is a depth to width ratio exceeding four-to-one subject to the Planning Director in his/her discretion to require the dedication of a 66-foot-wide easement for future access to interior lands.*

The changes to the Nonconforming section of the Zoning Ordinance allows all parcels, lots or building sites that were lawfully created to be buildable. To ensure these two sections of the code work well together, the Planning Commission is recommending the following language:

**Parcels, lots or building sites which meet the regulations of Section 62: Nonconforming Uses, Structures and Land may be issued a building permit provided all other requirements of this Ordinance are met.**

Section 76.190: Temporary Signs

A reoccurring request has been made to the Planning Department to allow temporary business signs during the rehabilitation or reconstruction of a building or during the maintenance of an permanent sign, when the business will still be active. For example, a commercial center is completing façade improvements to update the look of the building. The planned improvements are not internal so construction will not require the businesses in the center to close. However, the improvements will require the removal of the permanent business signs. The request made to the Planning Department is to allow temporary banner signs during construction.

The current Sign Ordinance does not permit this type of sign in the Temporary Sign section of the code. The amended language recommended by the Planning Commission would permit these types of signs for the duration of the construction or maintenance period with a maximum approval time of 12 months. The recommendation is to allow temporary banner signs, 32 square feet in area, for each business that may be effected by the construction, as follows:

<b>Commercial Banner Signs</b>	<b>Number</b>	<b>1 per business</b>
	<b>Area</b>	<b>32 square feet</b>
	<b>Height</b>	<b>8 feet, maximum</b>
	<b>Duration</b>	<b>During construction or maintenance period (not to exceed 12 months)</b>
	<b>Location</b>	<b>Building wall</b>
	<b>Permit</b>	<b>Not required</b>

The Planning Commission forwarded a recommendation of approval of these amendments at their June 23, 2016 meeting.

**INFORMATION PROVIDED**

Planning Commission Minutes  
Proposed Ordinance

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

The Planning Commission and Township staff recommend a motion of approval for first reading from the Township Board for the amendments requested to Sections 24.205: Permitted Uses – Multiple-Family Dwellings; 39.406: Development Standards of the Business and Research Park District; 66:201: Schedule of Area, Frontage and/or Width Requirements; and, 76.190: Temporary Signs, as presented in the attached Ordinance.

**OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION**

**MINUTES OF A MEETING HELD JUNE 23, 2016**

# **DRAFT**

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## **Agenda**

### **PUBLIC HEARING: ZONING ORDINANCE AMENDMENTS**

- a. Section 66.201: Schedule of Area, Frontage and / or Width Requirements**
- b. Section 39.406: Business Research Park Development Standards**
- c. Section 76.190: Temporary Signs**
- d. Section 24.205: Multiple-Family Dwelling Conditions of Development**

### **Old Business:**

- a. Landscape Ordinance Amendments**
- 

A meeting of the Oshtemo Charter Township Planning Commission was held on Thursday, June 23, 2016, commencing at approximately 7:00 p.m. at the Oshtemo Charter Township Hall.

### **ALL MEMBERS WERE PRESENT:**

Millard Loy, Chair  
Fred Antosz  
Kimberly Avery  
Wiley Boulding, Sr.  
Dusty Farmer  
Pam Jackson  
Mary Smith

Also present were Julie Johnston, Planning Director, James Porter, Township Attorney, and Martha Coash, Meeting Transcriptionist. No other persons were in attendance.

### **Call to Order and Pledge of Allegiance**

The meeting was called to order by Chairperson Loy at approximately 7:00 p.m., and the "Pledge of Allegiance" was recited.

### **Agenda**

Chairperson Loy asked if there were any additions, deletions or corrections to the Agenda. Hearing none, he called for a motion to accept the Agenda as presented.

Ms. Jackson made a motion to accept the agenda as presented. Mr. Antosz seconded the motion. The motion passed unanimously.

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

Chairperson Loy noted there were no audience members present and proceeded to the next agenda item.

### **Approval of the Minutes of June 9, 2016**

Chairperson Loy asked if there were any additions, deletions or corrections to the minutes of June 9, 2016. Hearing none, he asked for motion to approve the minutes.

Mr. Antosz made a motion to approve the minutes of June 9, 2016 as presented. Ms. Jackson seconded the motion. The motion was approved unanimously.

### **PUBLIC HEARING:**

**Section 66.201: Schedule of Area, Frontage and / or Width Requirements**

**Section 39.406: Business Research Park Development Standards**

**Section 76.190: Temporary Signs**

**Section 24.205: Multiple-Family Dwelling Conditions of Development**

Mr. Loy moved to the next item on the agenda and asked Ms. Johnston to review the proposed Ordinance amendments to the four sections listed.

Ms. Johnston walked through the proposed changes to the four sections for Commissioner review.

#### **a. Schedule of Area, Frontage and/or Width Requirements**

Ms. Johnston explained with the recent changes recommended by the Planning Commission to the Township Board on Section 62.000 Nonconforming Uses, Structures and Land, a change needed to be made to Section 66.201, which deals with area,

frontage and width requirements of parcels, lots and building sites. Currently Section 66.201 states the following:

The changes to the Nonconforming section of the Zoning Ordinance allows all parcels, lots or building sites that were lawfully created to be buildable. To ensure these two sections of the code work well together, the following language was recommended:

**Parcels, lots or building sites which meet the regulations of Section 62: Nonconforming Uses, Structures and Land may be issued a building permit provided all other requirements of this Ordinance are met.**

**b. Business Research Park Open Space Requirements**

Ms. Johnston said during the discussion with Western Michigan University regarding the development of the Business Technology Research Park (BTR) 2.0, concerns were raised about the Business Research Park (BRP) District language related to open space. The current requirement refers to total ground coverage per individual site, as follows:

*39.406 Development Standards.*

- ***Total ground coverage shall not exceed 50 percent of the individual site.***

She said the difficulty with phrasing the requirement in this way is two-fold:

- The Township Zoning Ordinance does not have a definition for ground coverage.
- By regulating through “ground coverage” on individual sites, we are precluding, or making it extremely difficult, to provide dedicated public open space within a BRP development. Each individual buildable site would continue to be required to have 50 percent open space, limiting the overall buildable area of each site and the entire development.

Based on these concerns, Planning staff recommended changing the development standard to the following:

**50 percent of the entire development shall be retained as open space. This open space can be developed as dedicated open space that is owned and maintained by an association, or provided on each individual parcel, lot or building site within the development, or a combination of these options. In no case, shall an individual parcel, lot or building site have less than 20 percent open space.**

Ms. Johnston said the revised language would provide some flexibility within the regulation to allow each developer an opportunity to plan open space as either dedicated to public use or as natural features on the individual sites. It also provides some continued

requirements on each individual buildable site, eliminating the possibility of an entire parcel, lot or buildable site being 100 percent covered.

### **c. Temporary Signs**

Ms. Johnston explained a recurring request has been made to the Planning Department to allow temporary business signs during the rehabilitation or reconstruction of a building, when the business will still be active. The request made to the Planning Department is to allow temporary banner signs during construction.

The current Sign Ordinance does not permit this type of sign in the Temporary Sign section of the code. The amended language would permit these types of signs for the duration of the construction or maintenance period with a maximum approval time of 12 months. The recommendation is to allow temporary banner signs, 32 square feet in area, for each business that may be affected by the construction.

### **d. Recycling in Multi-Family Developments**

Ms. Johnston said a request was made by a Township Trustee to promote recycling in multi-family developments within the Township. The R-4 District, which allows multi-family projects by right, has some specific requirements for development. To encourage residents within any new multi-family development to recycle, receptacles will need to be made available. Requiring these receptacles within Dumpster enclosures is within the purview of zoning and can be included within these requirements.

She recommended language as follows:

**Recycling. Dumpster enclosures shall be designed large enough to contain both a standard trash receptacle and a recycling receptacle. Recycling shall be made available in all Dumpster enclosures.**

Ms. Johnston noted in addition to adding this language, minor organizational changes are recommended to address consistency within this section.

Chairperson Loy asked if there were questions for Ms. Johnston from Commissioners.

In answer to questions regarding why multi-family unit residents are not required to recycle, Attorney Porter said when the Ordinance regarding recycling was put in place, a large number of multi-family unit owners complained they did not have the area needed and were not equipped to provide recycling. A requirement may be considered in the future. He also noted the Township is looking at the possibility of a single hauler.

Ms. Farmer noted that residents are not required to recycle by Township Ordinance, but do have recycle bins and are required to pay for them regardless of whether they recycle or not.

Ms. Johnston noted if multi-family unit residents are required to recycle it would be through a General rather than a Zoning Ordinance.

Ms. Smith wondered how solar panels are viewed regarding the open space requirement.

Ms. Johnston said they are not allowed in a natural state, but they would be considered part of the impervious area of a property.

Ms. Farmer asked for a definition of "public space" as related to the Business Research Park.

Ms. Johnston said most all Ordinances call for open space. It is up to an association whether they want to make the open space public, that is for anyone to enjoy. Some private developments make open space available to employees only.

Attorney Porter noted WMU makes its open space open to the public.

Ms. Farmer confirmed the change to the multi-family recycling language is for future developments only, with the proposed change to the Ordinance. She also suggested the proposed language for this section be revised in order make it clear that recycling is not required of residents.

It was the consensus of the Board that the second sentence, "Recycling shall be made available in all Dumpster enclosures" could be misleading and should be deleted.

In answer to a question from Ms. Smith who was concerned about the type of temporary sign that might be utilized, Ms. Johnston confirmed the Ordinance does not say a temporary sign must be professionally made.

There were no further questions from Commissioners, and after noting there were no audience members present to comment in the public hearing, Chairperson Loy moved to Board Deliberation.

There were no further comments; Chairperson Loy entertained a motion on the recommendation.

Ms. Jackson made a motion to approve four amendments to the as recommended by staff with the second sentence of the recycling language deleted as discussed. The motion was supported by Ms. Farmer. The motion carried unanimously.

Chairperson Loy moved to the next item on the agenda.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING  
CONDUCTED JUNE 23, 2016.

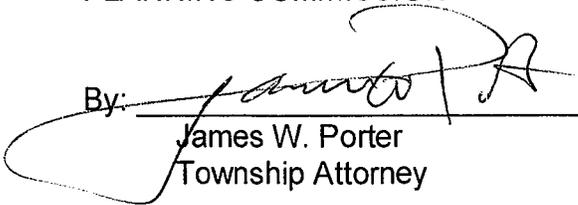
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76.190.

See Attachment

OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION

Date: June 23, 2016

By: \_\_\_\_\_

  
James W. Porter  
Township Attorney

Final Action by Oshtemo Charter Township Board

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

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

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OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

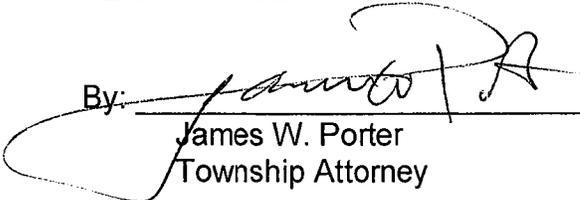
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James W. Porter  
Township Attorney

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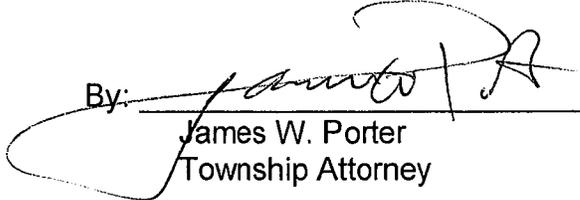
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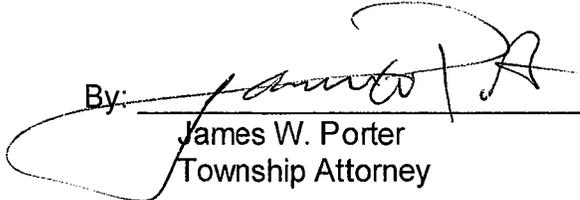
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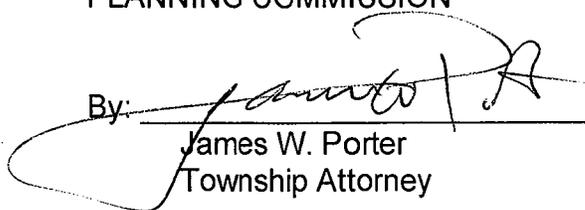
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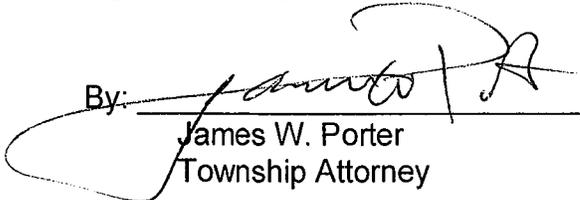
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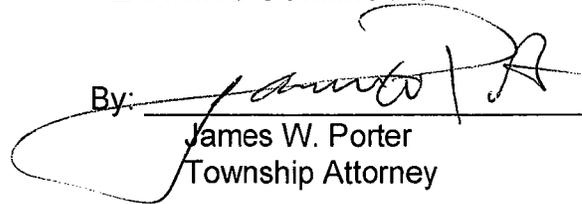
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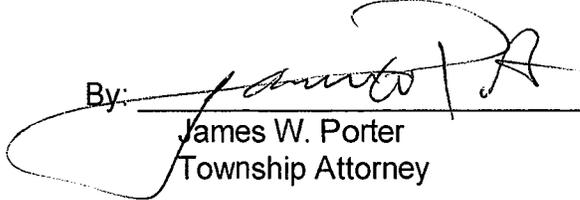
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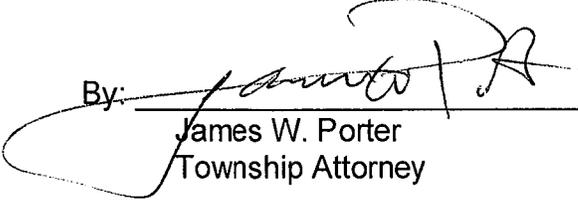
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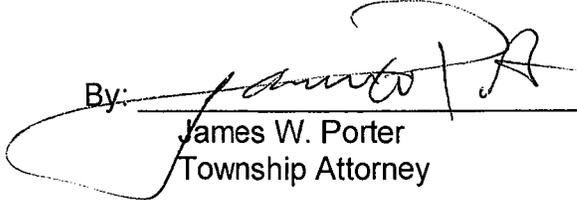
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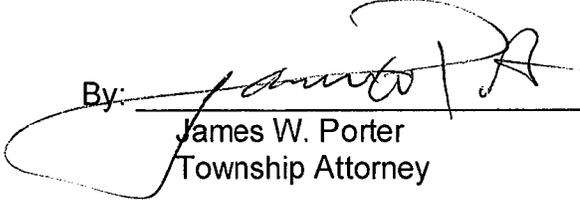
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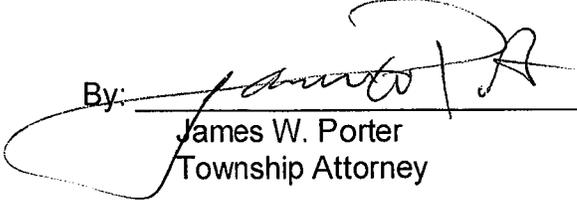
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James W. Porter  
Township Attorney

Final Action by Oshtemo Charter Township Board

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

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

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

# Memo



**To:** Oshtemo Charter Township Board

**From:** Julie Johnston, AICP, Director of Planning  
James Porter, Corporate Counsel  
Marc Elliott, P.E., Director of Public Works

**Date:** July 6, 2016

**Subject:** BTR 2.0 Grant Submission

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## OBJECTIVE

Township Boards consideration of support for the Business Technology Research (BTR) Park 2.0 project through sponsorship of funding in the amount of \$656,600 and the approval of the Township as a co-applicant with Western Michigan University (WMU) for the Economic Development Administration (EDA) grant application.

## BACKGROUND

### Project Overview

For benefit of a quick review, WMU is working towards the development of the Colony Farm Orchard, which is located at the northwest corner of Drake Road and Parkview Avenue as the second phase of its successful BTR campus. WMU and their consultants have held a number of public meetings to discuss the design of BTR 2.0 and have finalized the concept plan, which is attached to this report.

It is intended that BTR 2.0 will be entirely private, developed through the Condominium Act. A condominium association will be established to maintain the dedicated open space and other amenities planned for the park. It is expected that approximately 6 to 8 building sites will be developed, depending on the needs of potential users. The final breakdown of park is as follows:

Total Property:	51.3 acres
Developable Area:	33.8 acres
Dedicated Open Space:	17.5 acres

Before development can occur, however, infrastructure must be installed. Recently updated cost estimates for infrastructure installation and land preparation put the development at around \$3.9 million.

## History

On March 10, 2015, the Board voted to support the BTR 2.0 park through financial support of matching funds required to submit a grant application to the EDA. The total cost for the project at that time was expected to be \$3.5 million, of which the EDA grant would cover half. The Township committed to 1.5 million with the University contributing \$250,000. Approximately \$90,000 was to come from the water/sewer fund to cover some up-front costs and then a bond for the remainder of the commitment. It was determined that water and sewer hook-up fees would cover most of the Townships expenses as 12 building sites were planned.

After continued refinement to the plan and consultation with Southwest Michigan First, the concept plan that was presented to the public was altered considerably from the initial proposal. Over 17 acres were dedicated to open space which reduced the available acreage for development. Unfortunately, this reduction in buildable sites did not reduce the overall cost for infrastructure. The Township's commitment was based on receiving water/sewer hook-up fees to reimburse our contribution to the project. The reduction in possible building sites reduced our ability to pay back the bonds for the project, increasing the financial risk to the Township.

After discussion with the Township Board in May of 2016, it was decided the risk was too high for the Township to contribute the \$1.5 million to the project. Township staff met with WMU to discuss our position and possible solutions to the problem. They requested we review the budget and return with a number that would be an acceptable risk for the Township to manage. After careful review of the budget, the types of infrastructure the Township can pay for and the potential benefits of retaining this project in the Township, the following budget number was proposed based on the design consultants estimate of costs:

Public road construction:	\$366,500
Water construction:	\$146,100
Sewer construction:	\$144,000
<b>Total Costs:</b>	<b>\$656,600</b>

This information was presented to WMU in June, who accepted the revised contribution of the Township and reiterated their desire to continue to work with us as co-applicants on the EDA grant. The Township was informed in late June that WMU wanted to move forward with the grant submittal to the EDA. To do this, the Township Board needs to approve this revised proposal.

## Current Proposal

The current proposal is for the Township Board to consider utilizing reserves from the water/sewer fund to cover the total \$656,600 cost. Bonding for an amount less than \$1 million is often not cost effective because of the added expense of the bonding process. It is expected that approximately \$420,000 will be reimbursed through infrastructure fees, leaving \$236,600 to be covered by the Township. Based on projected taxes, the Township revenues should increase annually to approximately \$52,178 by year seven of the project, if all building sites sell within this

seven year timeframe. Therefore, the funds not covered by hook-up fees should be paid back to the Township within eight to nine years after the expenditure.

While there is still some risk to the Township, it is greatly reduced at this lower investment. The Township Board heard from Southwest Michigan First when this project first started that the market conditions are ideal for this type of development, especially with freeway frontage, freeway access, connection to a major research institution, and the track record from the first BTR Park. BTR 2.0 represents one of the largest economic development projects in the Township's history. It will provide substantial benefits not just to Oshtemo Township but to the County, Western Michigan University, and the community as a whole.

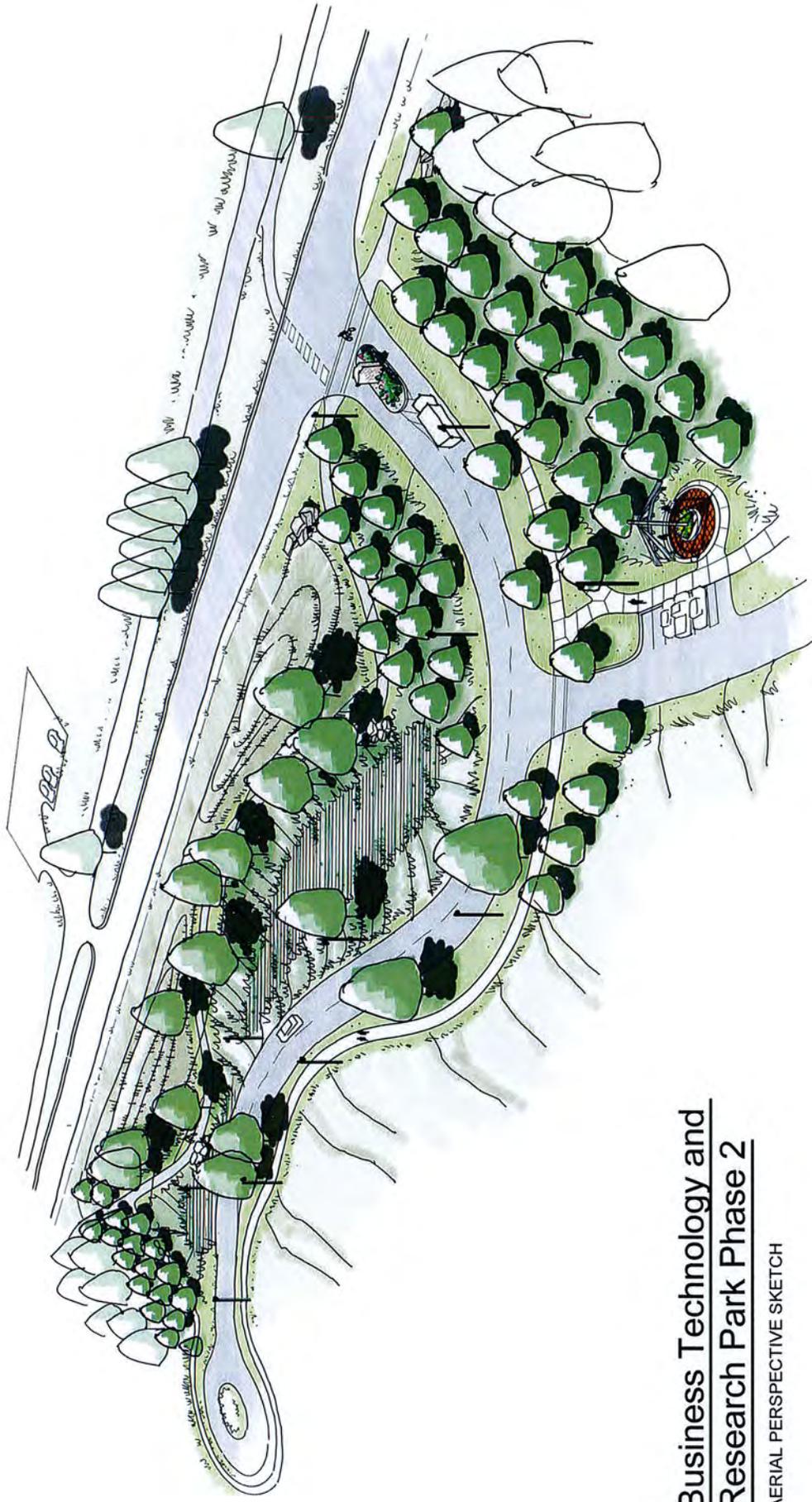
**INFORMATION PROVIDED**

Concept Plan  
Proposed Budget

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

Approval of financial support for the Business Technology Research (BTR) Park 2.0 project in the amount of \$656,600 for infrastructure development funded through the water/sewer reserve funds and to allow Supervisor Heiny-Cogswell to sign the EDA grant as a co-applicant with Western Michigan University.





Business Technology and  
Research Park Phase 2

AERIAL PERSPECTIVE SKETCH

21 March 2016

**Business, Technology and Research Park - Phase 2**  
**Western Michigan University**  
 Kalamazoo, Michigan



FTCH Proj. No.: G150766

**Schematic Design Opinion of Probable Costs**

Item	Qty.	Unit	Unit Price	Total
<b>Site Preparation</b>				
Clearing & Grubbing/Trees & Brush	6	AC	\$ 7,450.00	\$ 44,700.00
Orchard Removal/Disposal	6	AC	\$ 7,450.00	\$ 44,700.00
Selective Clearing and Forest Management	23	AC	\$ 5,000.00	\$ 115,000.00
Strip and Stockpile Topsoil (12")	9,600	CYD	\$ 4.50	\$ 43,200.00
Paving Removals	15,000	SF	\$ 1.00	\$ 15,000.00
Remove Concrete Curb and Gutter	30	LF	\$ 7.00	\$ 210.00
Remove Pole Building	1	Lump Sum	\$ 20,000.00	\$ 20,000.00
Miscellaneous Underground Removals	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
Remove Fence	2,500	LF	\$ 5.00	\$ 12,500.00
<b>Site Preparation Subtotal</b>				<b>\$ 305,310.00</b>
<b>Earthwork</b>				
Mass Grading	50,000	CYD	\$ 5.00	\$ 250,000.00
Fine Grading	70,000	SYD	\$ 1.50	\$ 105,000.00
Remove Unsuitable Soils	13,000	CYD	\$ 8.00	\$ 104,000.00
<b>Earthwork Subtotal</b>				<b>\$ 459,000.00</b>
<b>Soil Erosion and Sedimentation Control</b>				
Rock Riffle/Check Dam	8	EA	\$ 500.00	\$ 4,000.00
Silt Sack	16	EA	\$ 250.00	\$ 4,000.00
Mulch Blanket	5,000	SYD	\$ 3.00	\$ 15,000.00
Silt Fence	8,000	LF	\$ 2.50	\$ 20,000.00
Seeding	20,000	SQFT	\$ 0.15	\$ 3,000.00
<b>Soil Erosion and Sedimentation Subtotal</b>				<b>\$ 46,000.00</b>
<b>Road Development</b>				
Asphalt, Gravel and Subbase	1,550	LF	\$ 180.00	\$ 279,000.00
Concrete Curb and Gutter	3,400	LF	\$ 25.00	\$ 85,000.00
Pavement Markings	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Drake Road Improvements (placeholder)	1	Lump Sum	\$ 250,000.00	\$ 250,000.00
<b>Road Development Subtotal</b>				<b>\$ 616,500.00</b>
<b>Utilities</b>				
Sanitary Sewer	1,900	LF	\$ 50.00	\$ 95,000.00
Sanitary Lateral	700	LF	\$ 30.00	\$ 21,000.00
Sanitary Manhole	8	EA	\$ 3,500.00	\$ 28,000.00
Storm Sewer	2,800	LF	\$ 50.00	\$ 140,000.00
Storm Structure	16	EA	\$ 3,500.00	\$ 56,000.00
Overflow Structure	2	EA	\$ 5,000.00	\$ 10,000.00
Flared End Section W/ Rip Rap	12	EA	\$ 800.00	\$ 9,600.00
Watermain	1,600	LF	\$ 60.00	\$ 96,000.00
Water Service	700	LF	\$ 35.00	\$ 24,500.00
Water Valves	8	EA	\$ 1,200.00	\$ 9,600.00
Tap Fee	2	EA	\$ 2,000.00	\$ 4,000.00
Hydrants	4	EA	\$ 3,000.00	\$ 12,000.00
Substation Connection & Configuration (placeholder)	1	LS	\$ 100,000.00	\$ 100,000.00
Electrical Main (Direct Bury)	2,500	LF	\$ 15.00	\$ 37,500.00
Gas Main	2,200	LF	\$ 30.00	\$ 66,000.00
Telecommunication Mainline (Concrete Encased)	2,500	LF	\$ 60.00	\$ 150,000.00
<b>Utilities Subtotal</b>				<b>\$ 859,200.00</b>

21 March 2016

**Business, Technology and Research Park - Phase 2**  
**Western Michigan University**  
 Kalamazoo, Michigan



FTCH Proj. No.: G150766

**Schematic Design Opinion of Probable Costs**

Item	Qty.	Unit	Unit Price	Total
<b>Site Lighting</b>				
Electrical Light Service (Direct Bury)	2,500	LF	\$ 10.00	\$ 25,000.00
Site Lighting (Road)	9	EA	\$ 5,000.00	\$ 45,000.00
Site Lighting (Pedestrian)	15	EA	\$ 3,000.00	\$ 45,000.00
<b>Site Lighting Subtotal</b>				<b>\$ 115,000.00</b>
<b>Site Amenities</b>				
Concrete Walks (8' wide)	15,000	SF	\$ 5.50	\$ 82,500.00
Drake / Parkview Non Motorized Path (8' Wide Conc.)	26,000	SF	\$ 5.50	\$ 143,000.00
Sidewalk & Cross Walk Modifications at Parkview Ave.	1	LS	\$ 25,000.00	\$ 25,000.00
Retaining Wall and Gaurdrail (Parkview Ave Westbound)	1	LS	\$ 56,000.00	\$ 56,000.00
Site Furnishings	1	Lump Sum	\$ 30,000.00	\$ 30,000.00
Entry Treatment (Walls and Signage)	1	Lump Sum	\$ 75,000.00	\$ 75,000.00
Directional Signs	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
Natural Path Trail	1,600	LF	\$ 12.00	\$ 19,200.00
Boardwalk and Overlook	1	Lump Sum	\$ 55,000.00	\$ 55,000.00
<b>Site Amenities Subtotal</b>				<b>\$ 495,700.00</b>
<b>Water Tower Preservation</b>				
Remove Debris to 3' below Cap	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
Sand Fill	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
Concrete Cap	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
Masonry Restoration	1	Lump Sum	\$ 5,000.00	\$ 5,000.00
Interpetive Signage	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
Landscape Restoration	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
<b>Water Tower Preservation Subtotal</b>				<b>\$ 22,000.00</b>
<b>Site Landscaping</b>				
Entry Statement Plantings	1	Lump Sum	\$ 50,000.00	\$ 50,000.00
Turnaround Island	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
Street Trees	1	Lump Sum	\$ 30,000.00	\$ 30,000.00
Storm Treatment Plantings	1	Lump Sum	\$ 75,000.00	\$ 75,000.00
Turf Seeding	90,000	SF	\$ 0.15	\$ 13,500.00
Specialty Seeding	160,000	SF	\$ 0.30	\$ 48,000.00
Irrigation (Entry and Turnaround Island)	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
<b>Site Landscaping Subtotal</b>				<b>\$ 266,500.00</b>
<b>Project Subtotal</b>				<b>\$ 3,185,210.00</b>
+15% Contingency				\$ 477,781.50
Consultant Fees				\$ 250,000.00
<b>Project Total</b>				<b>\$ 3,912,991.50</b>

**Assumptions:**

1. Non motorized path will not be lighted.
2. Sanitary Lift Station is not required/included.
3. Excavation/Haul-Off costs have been included for approxiamtely 50% of the old Orchard Soils. This requires further review upon completion of the Environmental Site Assessment and any resulting Due-Care Plans.
4. Drake Road Improvements have not been identified as of this report. Further discussion and input from RCKC is required.
5. Electrical connection costs have not been identified by Consumers Energy as of this report. A placeholder of \$100,000 is used.
6. Guardrail and retaining wall along Parkview allows for pedestrian travel to US131 Overpass.

**OSHTEMO CHARTER TOWNSHIP  
RESOLUTION APPROVING FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

At a regular meeting of the Township Board of Oshtemo Charter Township, Kalamazoo County, Michigan (the "Township"), held at the Oshtemo Charter Township Hall, 7275 West Main, Kalamazoo, Michigan 49009, on the \_\_\_\_\_ day of July, 2016, at \_\_\_\_\_ p.m., Eastern Daylight Time.

PRESENT: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_  
and supported by \_\_\_\_\_:

**WHEREAS**, the Township is a "participating local unit" of the Kalamazoo Area Building Authority ("KABA") pursuant to the Interlocal State Construction Code Enforcement and Administration Agreement dated March 5, 2012, as amended (the "Agreement"); and

**WHEREAS**, the Agreement, as amended, does not contain an express provision for the withdrawal of a participating local unit or units from KABA; and

**WHEREAS**, Paragraph 11 of the Agreement allows the participating local units to amend the Agreement by formal resolution adopted by the governing body of each of the participating local units; and

**WHEREAS**, the Township Supervisors of the participating local units in KABA have reviewed the attached First Amendment to the Agreement, which would amend Paragraph 11 to permit one or more participating local units to withdraw from KABA upon the terms and conditions agreed to by each of the participating local units in a separation agreement, and the Township Supervisors have tentatively agreed to recommend approval of the attached First Amendment by their respective Township Boards; and

**WHEREAS**, the Township Board deems that it would be in the best interest of the public safety, health and welfare to approve the attached First Amendment to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Oshtemo Charter Township, Kalamazoo County, Michigan, as follows:

1. The Township Board hereby adopts the attached First Amendment to the Agreement.
2. The Township Supervisor and Clerk are hereby authorized to sign the First Amendment to the Agreement behalf of the Township, but only after substantially similar resolutions have been made by the Township Boards of all of the other participating local units in KABA.

3. The First Amendment shall be effective upon its signing by the Township Supervisor and Clerk of each participating local unit in KABA.
4. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ROLL CALL VOTE:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent/Abstain: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
 Libby Heiny-Cogswell, Township Supervisor

STATE OF MICHIGAN            )  
   ) ss  
 COUNTY OF KALAMAZOO        )

I, the undersigned, the duly qualified and acting clerk for Oshtemo Charter Township, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Comstock Charter Township Board at a meeting held on the \_\_\_\_ day of July, 2016, and further certify that the above Resolution was adopted at said meeting.

\_\_\_\_\_  
 Deb Everett, Township Clerk

**FIRST AMENDMENT TO INTERLOCAL STATE CONSTRUCTION  
CODE ENFORCEMENT AND ADMINISTRATION AGREEMENT**

This First Amendment to Interlocal State Construction Code Enforcement and Administration Agreement (“Initial Agreement”) is made this \_\_ day of July, 2016, by and between Kalamazoo Charter Township (“Kalamazoo”), Comstock Charter Township (“Comstock”) Oshtemo Charter Township (“Oshtemo”), and Cooper Charter Township (“Cooper”), all Michigan municipal corporations within Kalamazoo County, Michigan (the “Participating Local Units”):

**WHEREAS**, paragraph 11 of the Initial Agreement allows the Participating Local Units to amend the Initial Agreement by formal resolution adopted by the governing body of each of the Participating Local Units, and

**WHEREAS**, representatives from each of the Participating Local Units have met and agreed upon this First Amendment of the Initial Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

The Participating Local Units agree that Paragraph 11 of the Initial Agreement shall be amended to read as follows:

The within Agreement may be amended at any time by formal resolution adopted by the governing body of each Participating Local Unit. Additional Participating Local Units may be permitted to join the Authority upon the terms and conditions agreed to by the Participating Local Units, and thereby be bound by the terms and conditions of this Agreement. Participating Local Units may be permitted to withdraw from the Authority upon the terms and conditions agreed to by the Participating Local Units in a Separation Agreement, and are thereby bound by the terms and conditions of such Separation Agreement.

IN WITNESS WHEREOF, the undersigned Participating Local Units have executed this First Amendment to the Initial Agreement as of June \_\_, 2016, and in pursuance of duly-adopted resolutions of the governing body of each of the Participating Local Units at duly-called meetings of each respective governing body.

(Signatures on next page)

KALAMAZOO CHARTER TOWNSHIP

By: Ronald E. Reid, Its Supervisor

By: Donald Z. Thall, Its Clerk

Pursuant to Resolution adopted:

COMSTOCK CHARTER TOWNSHIP

By: Ann Nieuwenhuis, Its Supervisor

By: Anna L. Goodsell, Its Clerk

Pursuant to Resolution adopted:

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COMSTOCK CHARTER TOWNSHIP

By: Libby Heiny-Cogswell, Its Supervisor

By: Deb Everett, Its Clerk

Pursuant to Resolution adopted:

COOPER CHARTER TOWNSHIP

By: Jeff Sorensen, Its Supervisor

By: Bonnie L. Sytsma, Its Clerk

Pursuant to Resolution adopted:

# Memo



**To:** Oshtemo Charter Township Board  
**From:** Deb Everett, Clerk  
**Date:** July 8, 2016  
**Subject:** Separation from KABA

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You will recall that at the April 12, 2016 meeting the Supervisor and myself as the Township's KABA representative were directed to work to negotiate our separation from the Kalamazoo Area Building Authority.

Much work has been completed since then, the Supervisors representing the four KABA jurisdictions have been meeting a regular basis for several weeks to work out a separation agreement.

The separation process has two steps, the first is to adopt a resolution to amend the Interlocal Agreement that established the original authority. This document is included in the packet.

Step two will be to adopt a resolution approving the actual separation agreement. At the KABA meeting yesterday, the KABA board authorized the KABA chairperson to sign the separation agreement subject to some last minute additions which the KABA attorney is adding. The final document is expected to be available either late Friday or Monday. It will be added to the packet and forwarded to board members when it is received.

**OSHTEMO CHARTER TOWNSHIP  
RESOLUTION APPROVING SEPARATION AGREEMENT**

At a regular meeting of the Township Board of Oshtemo Charter Township, Kalamazoo County, Michigan (the "Township"), held at the Oshtemo Charter Township Hall, 7275 West Main Street, Kalamazoo, Michigan 49009, on the 12<sup>th</sup> day of July, 2016, at 7:00 p.m. Eastern Daylight Time.

PRESENT: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_  
and supported by \_\_\_\_\_:

**WHEREAS**, the Township is a "participating local unit" of the Kalamazoo Area Building Authority ("KABA") pursuant to the Interlocal State Construction Code Enforcement and Administration Agreement dated March 5, 2012, as amended (the "Agreement"); and

**WHEREAS**, the Agreement, as amended by the First Amendment to that Agreement, allows one or more participating local units to withdraw from KABA upon the terms and conditions agreed to by each of the participating local units in a separation agreement; and

**WHEREAS**, the Township Supervisors of each of the participating local units in KABA have tentatively agreed to recommend approval of the attached Separation Agreement by their respective Township Boards; and

**WHEREAS**, the Township Board deems that it would be in the best interest of the public safety, health and welfare to approve the attached Separation Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Oshtemo Charter Township, Kalamazoo County, Michigan, as follows:

1. The Township Board hereby adopts the attached Separation Agreement.
2. The Township Supervisor and Clerk are hereby authorized to sign the Separation Agreement on behalf of the Township, but only after substantially similar resolutions have been made by the Township Boards of all of the other participating local units in KABA and by the KABA Board.
3. The Separation Agreement shall be effective upon its signing by the Township Supervisor and Clerk of each participating local unit in KABA and by the KABA Chairperson.

4. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ROLL CALL VOTE:

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent/Abstain: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Libby Heiny-Cogswell, Township Supervisor

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF KALAMAZOO    )

I, the undersigned, the duly qualified and acting clerk for Oshtemo Charter Township, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Oshtemo Charter Township Board at a meeting held on the 12<sup>th</sup> day of July, 2016, and further certify that the above Resolution was adopted at said meeting.

\_\_\_\_\_  
Deb Everett, Township Clerk

## SEPARATION AGREEMENT

This Separation Agreement is made this \_\_ day of \_\_\_\_\_, 2016, by and between Kalamazoo Charter Township (“Kalamazoo”), Comstock Charter Township (“Comstock”), Oshtemo Charter Township (“Oshtemo”) and Cooper Charter Township (“Cooper”), all Michigan municipal corporations within Kalamazoo County, Michigan (the “Participating Local Units”); in addition, the Kalamazoo Area Building Authority (“KABA”), an intergovernmental entity formed by Agreement of the Participating Local Units, concurs in and is bound by this Separation Agreement for purposes only of the terms relating to the relocation of its office, the transfer of its assets and data, and the issues of liability, release, insurance and indemnification addressed in this Separation Agreement.

**WHEREAS**, the Participating Local Units are currently members of KABA pursuant to the Interlocal State Construction Code Enforcement and Administration Agreement, as amended by the Participating Local Units on \_\_\_\_\_, 2016 (“Initial Agreement”), and

**WHEREAS**, representatives of each of the Participating Local Units have met and agreed upon this Separation Agreement and the reconstitution of KABA, under which Oshtemo and Cooper will no longer be Participating Local Units in KABA effective on and after October 5, 2016, end of business at 11:59 pm.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Determination and Distribution of KABA’s Net Assets as of October 5, 2016, end of business at 11:59 pm.** The Participating Local Units agree that the Net Assets of KABA as of October 5, 2016, end of business at 11:59 pm, are estimated to be \$791,248.48, and will be finally calculated by a professional accountant, in a timely fashion. These Net Assets are the amounts remaining after KABA has paid all claims, liabilities, damages, losses or expenses due against or incurred by KABA as of October 5, 2016, end of business at 11:59 pm. By November 15, 2016, 38.2% of KABA’s Net Assets shall be distributed by KABA to Oshtemo in a single cash payment, and 13.0% of KABA’s Net Assets shall be distributed by KABA to Cooper in a single cash payment. The Participating Local Units recognize and agree that 38.2% equals the dollar value of all building permits issued within Oshtemo during the 2013-2015 fiscal years divided by the total dollar value of building permits issued by KABA during the 2013-2015 fiscal years; and that 13.0% equals the dollar value of all building permits issued within Cooper during the 2013-2015 fiscal years divided by the total dollar value of building permits issued by KABA during the 2013-2015 fiscal years.

2. **KABA Liabilities after October 5, 2016; Indemnification.** The Participating Local Units recognize that KABA carries insurance covering certain of its potential claims, liabilities, damages, losses or expenses, but that KABA may incur claims, liabilities, damages, losses or

expenses that are not covered by KABA's insurance for actions taken or not taken by KABA on or before October 5, 2016; and except as otherwise provided in this Separation Agreement, it is the intent of the Participating Local Units to share such KABA claims, liabilities, damages, losses or expenses that are not covered by KABA's insurance in the same proportions as KABA's Net Assets in paragraph 1 above, namely, 38.2% of such uninsured KABA claims, liabilities, damages, losses or expenses shall be paid by Oshtemo, 13.0% of such uninsured KABA claims, liabilities, damages, losses or expenses shall be paid by Cooper, and the balance of such uninsured KABA claims, liabilities, damages, losses or expenses shall be paid from the remaining assets of KABA after the distributions to Oshtemo and Cooper under paragraph 1. Cooper and Oshtemo shall have no liability of any kind for any claims, liabilities, damages, losses or expenses which arise from or are related to actions taken or not taken by KABA after October 5, 2016. KABA, Kalamazoo and Comstock agree to indemnify and hold Oshtemo and Cooper and their boards, officials, agents and/or assigns harmless from any and all claims, liabilities, damages, losses or expenses arising from or related to actions taken or not taken by KABA after October 5, 2016.

3. **Oshtemo and Cooper Liabilities after October 5, 2016; Indemnification.** Effective after October 5, 2016, Oshtemo and Cooper shall be responsible for their own respective building code enforcement duties for any Projects, and KABA shall have no future responsibility for building code enforcement of any Projects in Oshtemo or Cooper after that date. The Participating Local Units recognize that Oshtemo and Cooper may incur claims, liabilities, damages, losses or expenses for actions taken or not taken by them or their authorized agents after October 5, 2016, end of business at 11:59 pm, in connection with any Projects, and it is the intent of the Participating Local Units that KABA, Kalamazoo and Comstock shall not share any portion of those claims, liabilities, damages, losses or expenses. Oshtemo and Cooper agree to indemnify and hold KABA, Kalamazoo and Comstock and their boards, officials, agents and/or assigns harmless from any and all claims, liabilities, damages, losses or expenses arising from or related to actions taken or not taken by Cooper, Oshtemo or their authorized agents with respect to any Projects after October 5, 2016.

4. **Transfer of Files and Records.** Electronic copies of all KABA files relating to Oshtemo and Cooper, including all case files, shall be transferred by KABA to Oshtemo and Cooper on or before October 10, 2016, end of business at 5:00 pm. KABA shall also retain copies of the case files transferred to Oshtemo and Cooper on or before October 10, 2016. The cost of this transfer shall be borne by KABA and shared by the Participating Local Units in the same proportions as other liabilities incurred prior to October 10, 2016. Oshtemo and Cooper shall acknowledge receipt of all such case files by the signature of their new building official(s). The process of separating the electronic files of Oshtemo and Cooper from the other files of KABA shall commence on October 6, 2016 at 8 am, Eastern Standard Time, and the transfer of such data to Cooper and Oshtemo or their designee shall be completed on or before October 10, 2016.

5. **No Transfer of Equipment, the KABA Website and Other IP, Computers and Software, and Other Personal Property.** All of the existing equipment, the KABA website and other intellectual property, computers and software and other personal property of KABA shall remain the property of KABA. No portion thereof shall be transferred to either Oshtemo or

Cooper as part of the separation as outlined in this Agreement. Cooper and Oshtemo shall have no liability relative to any claims related to the condition and/or functionality of the equipment, website and intellectual property, computers and software, and other personal property of KABA.

6. **No Transfer of Employees; Employment Liabilities.** All existing employees of KABA shall remain employees of KABA. If KABA incurs any claims, liabilities, damages, losses or expenses that are not covered by KABA's insurance with respect to any of its employees terminated or laid off prior to January 1, 2017, liability for such uninsured claims, liabilities, damages, losses or expenses shall be allocated among the Participating Local Units in the same proportions as KABA's Net Assets in paragraph 1 above, namely, 38.2% of such liabilities shall be paid by Oshtemo, 13.0% of such liabilities shall be paid by Cooper, and the balance of such liabilities shall be paid from the remaining assets of KABA after the distributions to Oshtemo and Cooper under paragraph 1. Cooper and Oshtemo shall have no liability of any kind for any claims, liabilities, damages, losses or expenses due against or incurred by KABA with respect to employees terminated or laid off on or after January 1, 2017. If KABA employees are laid off or are otherwise eligible to obtain unemployment compensation prior to January 1, 2017, Oshtemo and Cooper shall pay 38.2% and 13.0% (respectively) of the total unemployment compensation actually paid to such employees for up to a 20-week maximum duration.

7. **Releases.** Except as may be provided in this Separation Agreement, Oshtemo and Cooper hereby release any and all claims to or interests in the assets, of any kind, to KABA. Except as may be provided in this Separation Agreement, KABA, Comstock and Kalamazoo hereby release any and all claims to or interests in the assets, of any kind, distributed to Oshtemo and Cooper under this Separation Agreement. Further, except as may be provided in this Separation Agreement, KABA, Kalamazoo, Comstock, Oshtemo and Cooper mutually release one another from any and all claims, liabilities, damages, losses and expenses of any kind that any one or more of them may have arising from or relating to Oshtemo's and Cooper's participation as Participating Local Units of KABA and their withdrawal as local units of KABA.

8. **Relocation of KABA Offices.** Effective upon 30 days' written notice to Oshtemo, or less if mutually agreed upon, the offices of KABA shall be removed from the Oshtemo Hall and shall be relocated. The parties hereby acknowledge that KABA has prepaid Oshtemo \$12,000 in annual rent for the calendar year 2016. Oshtemo shall refund to KABA the amount of pro-rata lease payments for days remaining in the lease through December 31, 2016, within 30 days of relocation. All future notices and correspondence to KABA shall be mailed or delivered to its new address in a timely fashion.

9. **Addresses of the Participating Local Units.** All future notices and correspondence to the Participating Local Units shall be mailed to the following addresses:

KALAMAZOO CHARTER TOWNSHIP:

Township Supervisor

1720 Riverview Dr.  
Kalamazoo, MI 49004

COMSTOCK CHARTER TOWNSHIP:

Township Supervisor  
P.O. Box 449  
Comstock, MI 49041-0449

OSHTEMO CHARTER TOWNSHIP:

Township Supervisor  
7275 West Main St.  
Kalamazoo, MI 49009

COOPER CHARTER TOWNSHIP:

Township Supervisor  
1590 W. D Ave.  
Kalamazoo, MI 49009

10. **Effective Date.** This Separation Agreement shall be effective upon the adoption of approving resolutions by the governing boards of each of the Participating Local Units and the KABA Board. The separation of Oshtemo and Cooper as Participating Local Units of KABA shall be effective October 5, 2016, end of business at 11:59 pm.

11. **Authorized Signatures.** Each party acknowledges and represents that the person(s) signing this Separation Agreement below are fully authorized to execute this Separation Agreement on behalf of and to bind such party.

12. **Miscellaneous.** This Separation Agreement contains the entire agreement and understanding of the Participating Local Units and KABA, and it supersedes all verbal and written agreements. There are no additional promises or terms beyond those contained in this Separation Agreement. The terms of this Separation Agreement are to be interpreted and enforced under the laws of the State of Michigan. Enforcement of the terms of this Separation Agreement shall be in a State court of competent jurisdiction in Kalamazoo County, Michigan. The terms of this Separation Agreement shall be binding upon the Participating Local Units, and upon their respective boards, commissions, officials, agents and assigns. This Separation Agreement may be executed in one or more counterparts, each of which shall be deemed an original. The captions of this Separation Agreement are for purposes of convenience only, and shall not be deemed to be a part of this Separation Agreement or be construed to alter or amend the terms and provisions of this Separation Agreement. The various terms and provisions of this Separation Agreement shall be deemed to be severable; the invalidity or unenforceability of any particular term or provision of this Separation Agreement shall not alter or impair the validity and enforceability of any and all other terms and provisions of this Separation Agreement.

IN WITNESS WHEREOF, the undersigned Participating Local Units have executed this Separation Agreement to the Initial Agreement as of \_\_\_\_\_, 2016, and in pursuance of duly-adopted resolutions of the governing body of each of the Participating Local Units at duly-called meetings of each respective governing body.

KALAMAZOO CHARTER TOWNSHIP

COMSTOCK CHARTER TOWNSHIP

By: Ronald E. Reid, Its Supervisor

By: Ann Nieuwenhuis, Its Supervisor

By: Donald Z. Thall, Its Clerk

By: Anna L. Goodsell, Its Clerk

Pursuant to Resolution adopted: \_\_\_\_\_, 2016

Pursuant to Resolution adopted: \_\_\_\_\_, 2016

OSHTEMO CHARTER TOWNSHIP

COOPER CHARTER TOWNSHIP

By: Libby Heiny-Cogswell, Its Supervisor

By: Jeff Sorensen, Its Supervisor

By: Deb Everett, Its Clerk

By: Bonnie L. Sytsma, Its Clerk

Pursuant to Resolution adopted: \_\_\_\_\_, 2016

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Kalamazoo Area Building Authority (“KABA”) concurs in and is bound by this Separation Agreement for purposes only of the terms relating to relocation of its office, the transfer of its assets and data and the issues of liability, release, insurance and indemnification addressed in this Separation Agreement.

KALAMAZOO AREA BUILDING AUTHORITY

By: Deb Everett, Its Chairperson

Pursuant to Resolution adopted: \_\_\_\_\_, 2016



# Memo

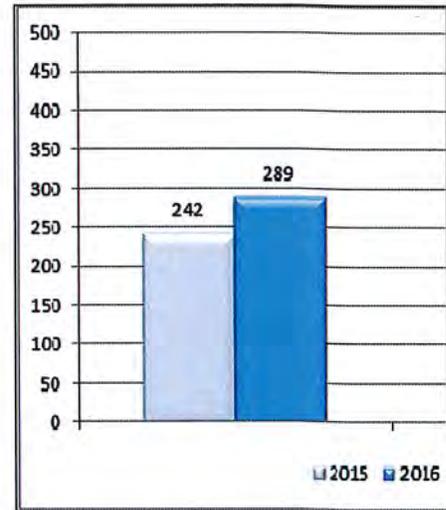
**To:** Libby Heiny-Cogswell, Township Supervisor and Township Board

**From:** Mark Barnes, Fire Chief

**Date:** July 7, 2016

**Re:** Proposed changes to current staffing model and budgetary impacts.

I am proposing an important change in the deployment model of your fire and rescue services. OFD has experienced a serious shortage of qualified paid on-call (POC) driver operators (DO). This shortage is a state and national trend that we had hoped would bypass this community for a while longer - but it has not. This shortage has resulted in numerous brownouts of one of our fire stations and on occasion forced me to spontaneously order full-time employees to work additional nights, weekends and holidays. The chart demonstrates that in all of 2015, we suffered a station closing for 242 hours. Year to date in 2016 has already passed that by 47 hours and will continue to climb.

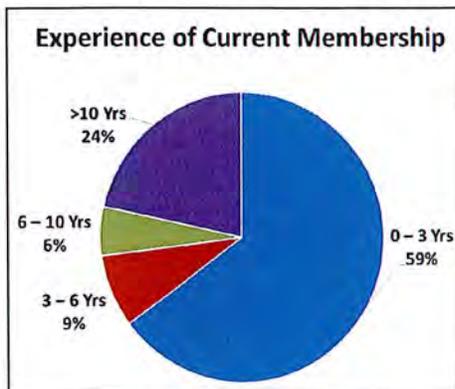


This staffing condition negatively impacts our ability to maintain consistent and predictable minimal levels of service. In addition, it has increased the workload on our few full-time staff. Pressing 40-hour per week employees to routinely work 50 and 60 hours is not only wounding their longevity but is risking their safety and that of the public's. The danger of injuries and errors in judgement increase as the work hours escalate.

This serious shortfall demands an immediate change in our staffing model which has been felt at one time by all communities experiencing growth and a change in the culture of their citizens.

Staffing by paid vs. volunteer / paid on-call (POC) firefighters is closely associated with a jurisdiction's population size. Among the state's smallest jurisdictions (<10,000), 71% of officials say they are served by all-volunteer forces, compared with only 3% among the largest jurisdictions. Meanwhile, 35% of mid-sized jurisdictions—those with between 10,001-30,000 residents—report having all-paid firefighters, as do nearly two-thirds (65%) of the largest cities and townships.

Another driver is the transient tendency of the community's members. As our community grows, we recognize that few family members stay here for multiple generations. Being a local volunteer firefighter used to be levied within a family's tradition and passed through generations. That is not so true anymore. This results in a high level of turnover.



Sixty one POC's have been hired in the past 10-years. Only 8 of those (13%) stayed long enough to become a driver operator.

The following recommended changes are intended to insure a consistent minimal response to Oshtemo for the next 6-8 years.

1. 24/7 minimum station staffing will consist of 1 DO and 1 FF. POC members will be called to duty for incidents that typically need a heightened effort such as fires, cardiac arrests and car crashes.
2. Implement typical fire service 24-hour shifts (24 hrs. on duty followed by 48 hrs. off).
3. Transfer two current FTE DO qualified day staff (maintenance and admin assistant) members to the new 24-hour shift positions. They will then average 56 hours per week which is the maximum allowed by FLSA before overtime kicks in.
4. Provide four new 24-hour DO shift positions.
5. This will result in the reduction of POC DO annual staffing hours from 12,555 to 1,446.
6. The vacancy of our current DO rated administrative assistant will be filled with a civilian FTE which is paid at a lower rate. That rate will mirror what is paid to current clerical staff.
7. Change the current merit wage % increase to an annual % paid bonus. i.e. Employee's base wage is \$58,108. A onetime merit bonus of up to 1% (\$581) could be paid. This will protect the fixed wage scale yet allow Township management to recognize outstanding employee performance.

**Recommendation:**

To allow the Fire Department to hire four full-time firefighters and one civilian administrative assistant and to adjust the 2016 operational budget by \$122,000 from its fund balance.

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Additional Information

**Predictable Wage Scale**

The implementation of 24-hour firefighter shifts is an opportune time to also implement a predictable wage scale. Most career positions provide a scale of wage recognizing the skill and experience levels of tenured employees. Oshtemo has not had that tool.

The scale being recommended provides 6 steps over a 12 year window for a firefighter and Lieutenant (Lt.). Each rank after that has one less step; Captains 5, Battalion Chief 4 and Assistant Chief 3. Each step is a 3% jump.

In 2015, the average full-time firefighter in Michigan received an annual wage of \$44,000. That is somewhat below the national average of \$49,330. Our recommended wage chart is in step with Michigan and actually duplicates the 2016 starting per hour rate of Portage at \$15.69.

**Proposed Wage Scale.**

Wage Scale Steps		Each step increase % is: 3.0									
Hours worked:		Annual hours for a 40-hour week: 2,080					Annual Hours for a 54-hour week: 2,808				
		Steps are every two years - takes 10 years to reach top pay.									
		Step A	Step B	Step C	Step D	Step E	Step F	Difference			
FF (Marion @ \$20.09/\$41,787)	2,080 Hrs.	\$ 15.69	\$ 16.16	\$ 16.65	\$ 17.14	\$ 17.66	\$ 18.19	\$ 0.25			
	2,808 Hrs.	\$ 22.63	\$ 23.61	\$ 24.62	\$ 25.66	\$ 26.73	\$ 27.83				
	(Marion) 2,808 Hrs.	\$ 44,058	\$ 45,379	\$ 46,741	\$ 48,143	\$ 49,587	\$ 51,073				
Lt. (Bob & Eric @ \$22.95/\$47,736)	2,080 Hrs.	\$ 18.44	\$ 18.99	\$ 19.56	\$ 20.15	\$ 20.75	\$ 21.38	\$ 0.25			
	(Bob) 2,808 Hrs.	\$ 51,777	\$ 53,330	\$ 54,930	\$ 56,578	\$ 58,275	\$ 60,023				
	(Eric) Staff Lt. 2,080	\$ 24.89	\$ 25.64	\$ 26.41	\$ 27.20	\$ 28.02	\$ 28.86				
		\$ 51,777	\$ 53,330	\$ 54,930	\$ 56,578	\$ 58,275	\$ 60,023				
<b>Captain (Vacant)</b>		\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.72	\$ 24.43	\$ 0.35				
	2,080 Hrs.	\$ 45,190	\$ 46,545	\$ 47,942	\$ 49,388	\$ 50,818					
	2,808 Hrs.	\$ 61,006	\$ 62,836	\$ 64,722	\$ 66,667	\$ 68,665					
<b>Battalion Chief (Vacant)</b>		\$ 24.78	\$ 25.53	\$ 26.29	\$ 27.09	\$ 0.35					
	2,080 Hrs.	\$ 51,548	\$ 53,093	\$ 54,686	\$ 56,328						
	2,808 Hrs.	\$ 69,588	\$ 71,675	\$ 73,825	\$ 76,040						
Asst. Ch. (Jim @ \$29.31/\$60,965)	2,080 Hrs.	\$ 27.63	\$ 28.46	\$ 29.31	\$ 0.55						
		\$ 57,470	\$ 59,194	\$ 60,970							
All positions work a scheduled 54-hour work week (2,808 annually). FLSA is added after these amounts.											
<b>Portage 7/1/16</b>		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter Hourly	Annually	\$ 15.69	\$ 16.83	\$ 17.98	\$ 19.10	\$ 20.24	\$ 20.73	\$ 21.21	\$ 21.70	\$ 22.19	\$ 22.69
	Annually	\$ 44,068	\$ 47,259	\$ 50,445	\$ 53,630	\$ 56,828	\$ 58,202	\$ 59,589	\$ 60,975	\$ 62,311	\$ 63,710
Captain Hourly	Annually	\$ 23.62	\$ 23.85	\$ 24.08	\$ 24.31	\$ 24.54					
	Annually	\$ 66,334	\$ 66,879	\$ 67,420	\$ 68,268	\$ 68,908					
Battalion Chief Hourly	Annually	\$ 26.23	\$ 26.49								
	Annually	\$ 73,651	\$ 74,394								
Plus: Holiday Pay (1.5x 24-hours if worked or annual bonus of 110 hours of straight pay); Uniform Allowance (\$1,075); Food Allowance (\$775); Longevity (\$110 per yr. of service); acting pay...											

**Budget Impacts for 2016**

Using the wage scale, the annual cost of hiring one entry level FTE Firefighter with benefits is estimated to be \$68,860. The far right column of this chart depicts wages with benefits to hire the four new firefighters and one civilian administrative assistant for the remainder of 2016.

Starting August 2016		Range of possible hours			Overtime			Wages	
Hourly FTEs	Hourly Rate	Min	Mid	Max	104	50	32	Annual Total	Need for remaining 5 months of 2016
		40 Hrs. per week / 2,080	46.5 Hrs. per week / 2,414	54 Hrs. per week / 2,808 (max for 212 rule)	2 Hr. per week (to avg 56 per week) x 52 weeks = 104 hours. <i>Fixed</i>	Hrs. for 2nd alarms, training & shift coverage. <i>Variable</i>	Holiday Pay is 30 Hrs. at regular rate (33% of 88 hours) <i>Fixed</i>		
FF. 24 Hr.	\$ 15.69	New Positions		\$ 44,058	\$ 2,448	\$ 1,177	\$ 753	\$ 48,435	\$ 20,181
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Admin Asst	\$ 14.50	\$30,160						\$ 30,160	\$ 12,567
								\$223,900	\$ 93,292
Estimated % cost of benefits							30%	\$ 67,170	\$ 27,988
Total estimated costs of wages and benefits.								\$291,070	\$ 121,279

**Reduction in POC DO**

This new deployment model will result in the substantial reduction of POC DO annual staffing costs by \$183,049 (from \$206,853 to \$23,804). There will be a fractional savings in 2016.

**Staffing Benchmarking**

The method used to anticipate future full-time staffing needs is as much art as it is science. Nationally, it is found that the busier a fire and rescue agency is, the less likely they can sustain POC positions.

Today's need in Oshtemo is being driven by a number of factors such as work load (which is described as calls for service) and in the availability of qualified POC members who fill the key role of driver operator. I suspect those factors will continue to be the prime motivators.

With these understandings, a subjective chart depicting when additional staff could be considered is provided.

	Year	Day FTEs	Increase FTEs	24-Hour FTEs per shift	Total FTEs in Dept.	Population Projections	CFS (5% > per yr)	Benchmark for change
	2016	6			6	22,000	2,500	
1	2016	4	4	6	9		2,625	
2	2017						2,756	
3	2018						2,894	
4	2019						3,039	
5	2020					25,000	3,191	
6	2021						3,350	
7	2022		3	9	12		3,518	1000 CFS
8	2023						3,694	
9	2024						3,878	
10	2025					30,000	4,072	
11	2026						4,276	
12	2027		3	12	15		4,490	1000 CFS
13	2028						4,714	
14	2029						4,950	
15	2030						5,197	
16	2031						5,457	
17	2032						5,730	
18	2032		3	15	18		6,017	1500 CFS
19	2033						6,317	
20	2034					35,000	6,633	

Portage is here today with 9 FTEs per shift, min of 7 on-duty. Total staff of 27 FTEs that work shifts.

Please note that this is highly conservative especially understanding where Portage is today.