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

August 23, 2016

PUBLIC COMMENT SESSION
6:00 p.m.
AGENDA

A. Call to Order
B. Public Comment
C. 2017 Budget Discussion (Ongoing)
D. 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 August 9th, 2016, Regular Meeting
   b. Receipts & Disbursements Report
   c. Consideration of Sky King Meadows III Sewer Extension Agreement

5. Consideration of KCHMT Mutual Aid Agreement

6. Consideration of Rezoning Request – 10145 West KL Avenue

7. Consideration of Two Easements for Kzoo Storage LLC

8. Consideration of Southwest Michigan Building Authority - Oshtemo & Cooper Townships
   a. Interlocal Agreement
   b. By-Laws
   c. Ordinance 530 Amendments – Second Reading
   d. Ordinances 521, 176, 208, 98, 507, 502, and 510 Amendments – First Reading

9. Update on CCTA Regarding Fixed Route Bus Transportation

10. Other Township Business

11. Board Member Comments

12. 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)

4,6,

RECEIPTS & DISBURSEMENTS

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

RECEIPTS 07/01/ thru 07/29/2016

Land Div App/Parker	100.00
Land Div App/SMT Real Estate	100.00
Site Plan/Spec Ex Use/Corner Dev	900.00
Admin Site Plan/Domaine	250.00
Planning Escrow/Corner Dev	1,000.00
Sign Permits	575.00
Copies	21.80
Ordinance/Parking Violations	3,943.98
Sidewalk Permits/Inspections	150.00
Grave Sales	150.00
Grave Openings	370.00
Foundations	428.80
Address Signs	10.00
Rent Deposits	250.00
Twp Park Pavilion Rentals	475.00
Flesher Field Pavilion	50.00
Flesher Field Gazebo	50.00
Sale of FD Equipment	409.48
Reimbursement/Vehicle Plates	15.00
State Revenue Payment	271,347.00
Metal bin credit	253.00
Water Receipts	22,472.25
Sewer Receipts	14,129.00
Total	**317,450.31**

DISBURSEMENTS

8/17/2016	Payroll/Office	39,349.72
8/19/2016	Payables	831,090.04
	Total	**870,439.76**

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
aflac	Aflac	08/16/2016	474955	GEN	extra insurance	
90048297	Attn: Remittance Processing Service	08/19/2016		N		1,139.46
	1932 Wynnton Rd					
	Columbus GA, 31999-0797	/ /	0.0000	N		0.00
		08/19/2016		N		1,139.46

Paid

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

VENDOR TOTAL: 1,139.46

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
att	AT&T	08/16/2016	08042016	GEN	drake house phone	
90048298	PO Box 5080	08/19/2016		N		90.47
	Carol Stream IL, 06197-5080	/ /	0.0000	N		0.00
		08/19/2016		N		90.47

Paid

GL NUMBER	DESCRIPTION	AMOUNT
107-756-98100	Capital Outlay/Drake House	90.47

VENDOR TOTAL: 90.47

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
balkema	Balkema Excavating Inc	08/17/2016	pymt #1	GEN	NORTH 10TH ST SANITARY, SANITARY PUMP S	
90048349	1500 River Street	08/19/2016	000008593	N		502,148.36
	Kalamazoo MI, 49048	/ /	0.0000	N		0.00
		08/19/2016		N		502,148.36

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
490-000-96400	UNIT PRICE SANITARY SEWER PROJECT	502,148.36	502,148.36

balkema	Balkema Excavating Inc	08/17/2016	pymt #3	GEN	ATLANTIC AVE WTR, SANIT & COMMERCIAL AC	
90048348	1500 River Street	08/19/2016	000008592	N		101,170.84
	Kalamazoo MI, 49048	/ /	0.0000	N		0.00
		08/19/2016		N		101,170.84

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
490-000-96400	UNIT COST SANITARY SEWER PART	39,621.14	39,621.14
101-506-95200	ALT2 COMMERCIAL DRIVE (OSH RD)	28,615.00	28,615.00
900-728-97500	ALT2 COMMERCIAL DRIVE (DDA PART)	32,934.70	32,934.70
		101,170.84	

VENDOR TOTAL: 603,319.20

bcbs	Blue Cross Blue Shield of Michigan	08/16/2016	september	GEN	health insurance	
90048299	PO Box 674416	08/19/2016		N		22,745.74
	Detroit MI, 48267-4416	/ /	0.0000	N		0.00
		08/19/2016		N		22,745.74

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-234-71600	HEALTH & LIFE INSURANCE	13,346.48
206-336-71600	Health & Life Insurance	4,850.11
101-000-27800	H/D/V INSURANCE	4,549.15
		22,745.74

VENDOR TOTAL: 22,745.74

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
bs&a	BS&A Software	08/18/2016	108719	GEN	conf exp - jennie	
90048386	14965 Abbey Lane	08/19/2016		N		205.00
	Bath MI, 48808	/ /	0.0000	N		0.00
		08/19/2016		N		205.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-209-95800	Education/Dues	205.00

VENDOR TOTAL: 205.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
clean	Clean Earth	08/16/2016	2-9025	GEN	TELEVISE DRAIN LINE APPARATUS BAY 5-1	
90048300	5189 King Highway	08/19/2016	000008676	N		412.00
	Kalamazoo MI, 49048	/ /	0.0000	N		0.00
		08/19/2016		N		412.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
211-344-98000	TELEVISE DRAIN LINE APPARATUS BAY 5-1	412.00	412.00

VENDOR TOTAL: 412.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
ce-sl	Consumers Energy	08/16/2016	july	GEN	street lights	
90048302	Payment Center	08/19/2016		N		9,105.32
	PO Box 740309					
	Cincinnati OH, 45274-0309	/ /	0.0000	N		0.00
		08/19/2016		N		9,105.32
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-506-92600	Street Lighting	9,105.32

VENDOR TOTAL: 9,105.32

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
devisser	DeVisser Landscape Services	08/16/2016	22933	GEN	FLESHER FIELD GARDEN MAINTENANCE	
90048303	4014 S 9th Street	08/19/2016	000008444	N		160.00
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		160.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-97900	FLESHER FIELD GARDEN MAINTENANCE	160.00	160.00

VENDOR TOTAL: 160.00

BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
evp	Emergency Vehicle Products	08/16/2016	9286	GEN	504 OIL CHANGE AND SERVICE	
90048304	2975 Interstate Pkwy	08/19/2016	000008685	N		367.35
	Kalamazoo MI, 49048-9600	/ /	0.0000	N		0.00
		08/19/2016		N		367.35
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-86700	OIL CHANGE AND SERVICE	367.35	367.35

evp	Emergency Vehicle Products	08/16/2016	9290	GEN	FIRE DEPERTMENT ENGINE 511 SERVICE	
90048306	2975 Interstate Pkwy	08/19/2016	000008690	N		5,100.90
	Kalamazoo MI, 49048-9600	/ /	0.0000	N		0.00
		08/19/2016		N		5,100.90
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-86700	LABOR - EGR PRESSURE SENSOR	1,020.00	1,020.00
206-340-86700	LABOR - TURBO ACTUATOR SERVICE	1,360.00	1,360.00
206-340-86700	EGR VALVE WITH PRESSURE SENSOR	1,151.02	1,151.02
206-340-86700	SENSOR COOLANT LEVEL	228.23	228.23
206-340-86700	ACTUATOR KIT	1,214.15	1,214.15
206-340-86700	LABOR - #2 DISCHARGE LEAK	127.50	127.50
		5,100.90	

evp	Emergency Vehicle Products	08/16/2016	9318	GEN	FIRE DEPARTMENT ENGINE 511 BROW LIGHT	
90048305	2975 Interstate Pkwy	08/19/2016	000008679	N		325.00
	Kalamazoo MI, 49048-9600	/ /	0.0000	N		0.00
		08/19/2016		N		325.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-86700	BROW LIGHT INSTALLATION	325.00	325.00

VENDOR TOTAL: 5,793.25

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
encode	EnCode Plus, LLC	08/16/2016	1205	GEN	ZONING ORDINANCE WEBSITE	
90048307	1415 Highway 6 South, Suite D 100	08/19/2016	000008678	N		13,649.00
	Sugar Land TX, 77478	/ /	0.0000	N		0.00
		08/19/2016		N		13,649.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-805-80800	ZONING ORDINANCE WEBSITE	13,649.00	13,649.00

VENDOR TOTAL: 13,649.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
eps	Engineered Protections Systems, Inc	08/16/2016	a710013	GEN	h2 alarm 9/1 - 11/30	
90048308	750 Front NW	08/19/2016		N		126.54
	Suite 200					
	Grand Rapids MI, 49504-4400	/ /	0.0000	N		0.00
		08/19/2016		N		126.54
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
206-340-93100	Building Maintenance	126.54

VENDOR TOTAL: 126.54

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
fahey	Fahey Schultz Burzych Rhodes PLC	08/16/2016	32989	GEN	legal fees	
90048309	4151 Okemos Road	08/19/2016		N		7,459.70
	Okemos MI, 48864	/ /	0.0000	N		0.00
		08/19/2016		Y		7,459.70
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-223-82600	Legal Fees	7,459.70

VENDOR TOTAL: 7,459.70

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
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Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
ftch	Fishbeck, Thompson, Carr & Huber	08/16/2016	347749/355701	GEN	FACILITIES STUDY	
90048310	1515 Arboretum Drive SE	08/19/2016	000008007	N		30,000.00
	Grand Rapids MI, 49546	/ /	0.0000	N		0.00
		08/19/2016		N		30,000.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-97500	FACILITIES STUDY - MAINT	3,000.00	3,000.00
207-310-97000	FACILITIES STUDY - POLICE	6,000.00	6,000.00
211-344-98000	FACILITIES STUDY - FIRE	18,000.00	18,000.00
249-371-97600	FACILITIES STUDY - KABA	3,000.00	3,000.00
		30,000.00	30,000.00

VENDOR TOTAL: 30,000.00

hts	Handley's Tree Service	08/16/2016	14135	GEN	REMOVE BRANCHES GENESEE PRAIRIE CEMETER	
90048312	PO Box 298	08/19/2016	000008674	N		1,750.00
	Oshtemo MI, 49077	/ /	0.0000	N		0.00
		08/19/2016		N		1,750.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-218-93100	REMOVE BRANCHES GENESEE PRAIRIE CEMETERY	1,750.00	1,750.00

VENDOR TOTAL: 1,750.00

hopkins-fc	Hopkins Fundraising Consulting	08/17/2016	08152016	GEN	AUGUST INVOICE FOR DRAKE FARMSTEAD CAPI	
90048363		08/19/2016	000008696	N		5,500.00
	5712 Highbury Ada MI, 49301	/ /	0.0000	N		0.00
		08/19/2016		Y		5,500.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-80800	AUGUST INVOICE FOR DRAKE FARMSTEAD CC	5,500.00	5,500.00

VENDOR TOTAL: 5,500.00

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
MISC	Husain Syed	08/18/2016	08192016	GEN	refund overpayment of winter 2015 prope	
90048387	3975 North 10th Street	08/19/2016		N		1,901.27
	Kalamazoo MI, 49009	/ /	0.0000	Y		0.00
		08/19/2016		N		1,901.27
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-249-96200	Miscellaneous	1,901.27

VENDOR TOTAL: 1,901.27

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
iron	Iron Mountain	08/16/2016	mvk9049	GEN	FILE STORAGE FOR AUGUST, 2016	
90048313	PO Box 27128	08/19/2016	000008665	N		181.54
	New York NY, 10087-7128	/ /	0.0000	N		0.00
		08/19/2016		N		181.54
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-209-80700	AUGUST 2016 FILE STORAGE	181.54	181.54

VENDOR TOTAL: 181.54

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
j&b	J&B Medical	08/16/2016	3080624	GEN	FIRE DEPARTMENT EMS SUPPLIES	
90048315	50496 West Pontiac Trail	08/19/2016	000008683	N		577.47
	Wixom MI, 48393	/ /	0.0000	N		0.00
		08/19/2016		N		577.47
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-75500	EMS GLOVES	351.00	351.00
206-340-75500	LARGE ADULT BLOOD PRESSURE CUFFS	160.29	160.29
206-340-75500	ADULT BLOOD PRESSURE CUFFS	27.12	27.12
206-340-75500	COLD PACKS	39.06	39.06
		577.47	

VENDOR TOTAL: 577.47

BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
MISC	Jakes Fireworks	08/16/2016	08192016	GEN	escrow refund - 2016 tent sale	
90048314	1500 E. 27th Terrace	08/19/2016		N		325.00
	Pittsburg KS, 66762	/ /	0.0000	Y		0.00
		08/19/2016		N		325.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-805-81000	Escrow Refund	325.00

VENDOR TOTAL: 325.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
fulton	James E Fulton & Sons Inc	08/16/2016	16417	GEN	FIRE STATION 5-1 FRONT CONCRETE WORK	
90048311	2516 Miller Rd	08/19/2016	000008599	N		30,075.07
	Kalamazoo MI, 49001-4184	/ /	0.0000	N		0.00
		08/19/2016		N		30,075.07

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
211-344-98000	CONCRETE EXCAVATION	22,300.00	22,300.00
211-344-98000	CONTIGENCY USED ($10,000) WAS APPROVED	7,775.07	7,775.07
		30,075.07	30,075.07

VENDOR TOTAL: 30,075.07

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcfca	Kal County FIre Chiefs Assoc	08/16/2016	2016-NF-1	GEN	NOZZLE FORWARD ENGINE ACADEMY	
90048321	7275 West Main	08/19/2016	000008680	N		420.00
	Attn Mark Barnes					
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		420.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-70700	NOZZLE FORWARD TRAINING	420.00	420.00

VENDOR TOTAL: 420.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcityt-w	Kalamazoo City Treasurer	08/16/2016	07292016	GEN	water - twp	
90048316	415 E Stockbridge	08/19/2016		N		204.22
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		204.22
Paid						
GL NUMBER	DESCRIPTION				AMOUNT	
101-218-92000	Water - twp				204.22	
kcityt-w	Kalamazoo City Treasurer	08/16/2016	07292016	GEN	water - w.o. cemetery	
90048317	415 E Stockbridge	08/19/2016		N		15.60
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		15.60
Paid						
GL NUMBER	DESCRIPTION				AMOUNT	
101-218-92000	Water - twp				15.60	
kcityt-w	Kalamazoo City Treasurer	08/16/2016	07292016	GEN	water - g.p. cemetery	
90048318	415 E Stockbridge	08/19/2016		N		17.76
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		17.76
Paid						
GL NUMBER	DESCRIPTION				AMOUNT	
101-218-92000	Water - twp				17.76	
kcityt-w	Kalamazoo City Treasurer	08/16/2016	07292016	GEN	water - drake house	
90048319	415 E Stockbridge	08/19/2016		N		36.02
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		36.02
Paid						
GL NUMBER	DESCRIPTION				AMOUNT	
107-756-98100	Capital Outlay/Drake House				36.02	
kcityt-w	Kalamazoo City Treasurer	08/16/2016	07292016	GEN	water - house 2	
90048320	415 E Stockbridge	08/19/2016		N		93.80
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		93.80
Paid						
GL NUMBER	DESCRIPTION				AMOUNT	
206-340-92000	Water				93.80	

Vendor Code Ref #	Vendor name Address City/State/Zip	Post Date CK Run Date Disc. Date Due Date	Invoice PO Disc. %	Bank Hold Sep CK 1099	Invoice Description	Gross Amount Discount Net Amount
					VENDOR TOTAL:	367.40

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcrc	Kalamazoo County Road Commission	08/17/2016	51384	GEN	ROAD MAINTENANCE, GREEN MEADOW & DRIFTW	
90048352	3801 E Kilgore Rd	08/19/2016	000008392	N		237.63
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		237.63
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	A) GREEN MEADOW DR, GREEN MEADOW RD	237.63	237.63

kcrc	Kalamazoo County Road Commission	08/17/2016	51385	GEN	ROAD MAINTENANCE, OSHTEMO WOODS & WHITE	
90048353	3801 E Kilgore Rd	08/19/2016	000008395	N		4,446.20
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		4,446.20
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	B) LAMPLIGHTER LN, OSHTEMO WOODS LN	4,446.20	4,446.20

kcrc	Kalamazoo County Road Commission	08/17/2016	51386	GEN	ROAD MAINTENANCE, SKY KING MEADOWS	
90048355	3801 E Kilgore Rd	08/19/2016	000008397	N		6,598.74
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		6,598.74
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	E) SEECO DRIVE, MICKEYS TRL, BELLE ST	6,598.74	6,598.74

kcrc	Kalamazoo County Road Commission	08/17/2016	51387	GEN	ROAD MAINTENANCE, SPRINGWOOD HILL AREA	
90048357	3801 E Kilgore Rd	08/19/2016	000008399	N		13,987.83
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		13,987.83
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	F) SPRINGWOOD DR, AMBER CIR, AUTUMN WOOD	13,987.83	13,987.83

kcrc	Kalamazoo County Road Commission	08/17/2016	51388	GEN	ROAD MAINTENANCE, PINE ACRES	
90048354	3801 E Kilgore Rd	08/19/2016	000008396	N		1,667.97
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		1,667.97
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	G) PINE ACRES DRIVE	1,667.97	1,667.97

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcrc	Kalamazoo County Road Commission	08/17/2016	51389	GEN	ROAD MAINTENANCE, COUNTRY TRAIL HOMESIT	
90048350	3801 E Kilgore Rd	08/19/2016	000008390	N		1,478.36
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		1,478.36
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	H) CROSS COUNTRY DR, OAK HIGHLANDS DR,	1,478.36	1,478.36

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcrc	Kalamazoo County Road Commission	08/17/2016	51390	GEN	ROAD MAINTENANCE, CROYDEN AVE	
90048351	3801 E Kilgore Rd	08/19/2016	000008391	N		1,322.83
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		1,322.83
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	I) CROYDEN AVENUE	1,322.83	1,322.83

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcrc	Kalamazoo County Road Commission	08/17/2016	51391	GEN	ROAD MAINTENANCE, SOUTH 11TH ST	
90048356	3801 E Kilgore Rd	08/19/2016	000008398	N		2,258.78
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		2,258.78
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	J) 1ST STREET	2,258.78	2,258.78

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kcrc	Kalamazoo County Road Commission	08/17/2016	51392	GEN	ROAD MAINTENANCE, WESTERN WOODS	
90048358	3801 E Kilgore Rd	08/19/2016	000008400	N		5,091.76
	Kalamazoo MI, 49001	/ /	0.0000	N		0.00
		08/19/2016		N		5,091.76
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-506-95200	K) WESTERN WOODS DR, HAWKINS COURT	5,091.76	5,091.76

VENDOR TOTAL: 37,090.10

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
ko	Kalamazoo Oil Company	08/16/2016	1958-1621301	GEN	fuel - twp vehicles	
90048324		08/19/2016		N		248.29
	2601 N. Burdick Street					
	Kalamazoo MI, 49007-1874	/ /	0.0000	N		0.00
		08/19/2016		N		248.29

Paid

GL NUMBER	DESCRIPTION	AMOUNT
206-340-86800	Fuel	35.80
101-249-86800	Fuel, Oil & Grease	82.93
107-756-86800	Fuel, Oil & Grease	82.61
101-218-86800	Fuel, Oil & Grease	46.95
		248.29

VENDOR TOTAL: 248.29

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kb	Kal-Blue Reprographics & Supplies	08/16/2016	29168	GEN	ROLL PAPER FOR PLAN COPIER	
90048323	914 E Vine Street	08/19/2016	000008675	N		38.34
	Kalamazoo MI, 49001-3083	/ /	0.0000	N		0.00
		08/19/2016		N		38.34

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	PAPER FOR OCE PLAN COPIER	38.34	38.34

VENDOR TOTAL: 38.34

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kansas	Kansas City Life Co	08/16/2016	1221329	GEN	ltd & std	
90048325		08/19/2016		N		591.94
	PO Box 8858					
	Carol Stream IL, 60197-8858	/ /	0.0000	N		0.00
		08/19/2016		N		591.94

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-234-71600	Disability Insurance	413.36
206-336-71600	Health & Life Insurance	178.58
		591.94

VENDOR TOTAL: 591.94

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
mangia	Mangia Pizza & Pasta	08/17/2016	08172016	GEN	LUNCH FOR DRAKE FARMSTEAD CAMPAIGN CABI	
90048364	3112 S. 9th Street	08/19/2016	000008700	N		156.00
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		156.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-80800	AUGUST LUNCH FOR CAMPAIGN CABINET MTG	156.00	156.00

VENDOR TOTAL: 156.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
coash	Martha Coash	08/16/2016	july	GEN	minute transcriptionist	
90048301	25800 Wise Road	08/19/2016		N		350.00
	Gobles MI, 49055	/ /	0.0000	N		0.00
		08/19/2016		Y		350.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-805-70200	Salary	350.00

VENDOR TOTAL: 350.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
bugge	Mary Lynn Bugge	08/17/2016	david	GEN	retiree health premium reimbursment	
90048362	70 Gabriel	08/19/2016		N		312.72
	South Haven MI, 49090	/ /	0.0000	Y		0.00
		08/19/2016		N		312.72
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-000-08300	Due From Retiree Medical Trust Fund	312.72

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
bugge	Mary Lynn Bugge	08/17/2016	marylynn	GEN	retiree health premium reimbursment	
90048361	70 Gabriel	08/19/2016		N		943.34
	South Haven MI, 49090	/ /	0.0000	Y		0.00
		08/19/2016		N		943.34
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
101-000-08300	Due From Retiree Medical Trust Fund	943.34

VENDOR TOTAL: 1,256.06

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
menards	Menards	08/16/2016	21933	GEN	FIRE DEPARTMENT VEHICLE CLEANING SUPPLI	
90048329	6800 West Main Street	08/19/2016	000008651	N		116.92
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		116.92

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	WIRE BRUSH	5.99	5.99
206-340-72800	6" WIRE BRUSH	7.99	7.99
206-340-72800	EARMUFF	55.96	55.96
206-340-72800	FOAM EAR PLUGS	46.98	46.98
		116.92	116.92

menards	Menards	08/16/2016	22200	GEN	SHOWER SPRAY, HOSE FITTING, POLISH	
90048327	6800 West Main Street	08/19/2016	000008692	N		44.42
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		44.42

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	SHOWER SPRAY, HOSE FITTING, POLISH	44.42	44.42

menards	Menards	08/16/2016	22455	GEN	SHOWER HEADS AND VOLTAGE TESTER FOR FIR	
90048328	6800 West Main Street	08/19/2016	000008691	N		69.78
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		69.78

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-72800	VOLTAGE TESTER	39.80	39.80
206-340-93100	SHOWER HEADS	29.98	29.98
		69.78	

VENDOR TOTAL: 231.12

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
maa	MI Assessors Association	08/16/2016	08192016	GEN	conf - jennie miller	
90048330	PO Box 638	08/19/2016		N		300.00
	Grand Ledge MI, 48837	/ /	0.0000	Y		0.00
		08/19/2016		N		300.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-209-95800	Education	300.00

VENDOR TOTAL: 300.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
mpw	Mi Print Works	08/17/2016	71007 - 71061	GEN	PRINT MATERIALS FOR DRAKE FARMSTEAD CAP	
90048365	509 Mills Street	08/19/2016	000008702	N		771.06
	Kalamazoo MI,	/ /	0.0000	N		0.00
		08/19/2016		N		771.06

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-80800	A2 ENVELOPES - 250	35.00	35.00
107-756-80800	#9 ENVELOPES - 250	30.00	30.00
107-756-80800	PLEDGE CARDS - 250	60.00	60.00
107-756-80800	MAILING LABELS - 250	10.00	10.00
107-756-80800	#10 ENVELOPES - 500	70.00	70.00
107-756-80800	LETTERHEAD - 500	60.00	60.00
107-756-80800	BLANK SECOND SHEET - 500	20.00	20.00
107-756-80800	NOTE CARD - 250	10.08	10.08
107-756-80800	BROCHURE - 280	475.98	475.98
		771.06	771.06

VENDOR TOTAL: 771.06

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
mer	Michigan Election Resources	08/16/2016	36448	GEN	IMPRINTING AV ENVELOPES/AUG ELECTION	
90048331	1616 Consruction Drive	08/19/2016	000008693	N		364.32
	Kalamazoo MI, 49048	/ /	0.0000	N		0.00
		08/19/2016		N		364.32

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-191-72800	IMPRINT CHARGE/AV ENVELOPES - OUTGOING	182.16	182.16
101-191-72800	IMPRINT CHARGE/AV ENVELOPES - INCOMING	182.16	182.16
		364.32	364.32

VENDOR TOTAL: 364.32

BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
mifis	Michigan Fire Insp Society	08/16/2016	050116	GEN	exam - flahive	
90048332	PO Box 193	08/19/2016		N		350.00
	Kalamazoo MI, 49004	/ /	0.0000	N		0.00
		08/19/2016		N		350.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
206-336-95900	Continuing Education	350.00

VENDOR TOTAL: 350.00

loy	Millard Loy	08/16/2016	101	GEN	MAINT SERVICES W/E 8/6	
90048326	5590 Parkview	08/19/2016	000008669	N		371.25
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		371.25

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-218-93100	MAINTENANCE SERVICES PRECINCT SETUP	183.75	183.75
107-756-93100	MAINTENANCE SERVICES PARKS	187.50	187.50
		371.25	371.25

VENDOR TOTAL: 371.25

mcps	Miller, Canfield, Paddock and Stone	08/17/2016	1329602	GEN	legal fees	
90048334	277 S Rose St Ste 5000	08/19/2016		N		1,084.48
	Kalamazoo MI, 49007	/ /	0.0000	N		0.00
		08/19/2016		Y		1,084.48

Paid

GL NUMBER	DESCRIPTION	AMOUNT
491-000-82600	Legal Fees	1,084.48

VENDOR TOTAL: 1,084.48

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
kg	MLive Media Group	08/16/2016	07312016	GEN	legal notices	
90048322	Dept 77571	08/19/2016		N		2,300.96
	PO Box 77000					
	Detroit MI, 48277-0571	/ /	0.0000	N		0.00
		08/19/2016		N		2,300.96

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-249-90300	Legal Notices	1,048.35
101-805-90300	Legal Notices	840.54
206-340-72800	Supplies	412.07
		2,300.96

VENDOR TOTAL: 2,300.96

mta-k	MTA - Kalamazoo Chapter	08/17/2016	2016	GEN	2016 chapter dues	
90048333	c/o George Cochran	08/19/2016		N		211.43
	Kalamazoo Township					
	Kalamazoo MI, 49004	/ /	0.0000	N		0.00
		08/19/2016		N		211.43

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-249-95800	Education	211.43

VENDOR TOTAL: 211.43

nederveld	Nederveld	08/17/2016	99641	GEN	TOPOGRAPHIC SURVEY DRAKE ROAD - STADIUM	
90048359	3025 Miller Road	08/19/2016	000007290	N		1,200.00
	Ann Arbor MI, 48103	/ /	0.0000	N		0.00
		08/19/2016		N		1,200.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-97600.WMSTDM	TOPO SURVEY DRAKE RD - STADIUM TO W MAIN	1,200.00	1,200.00

VENDOR TOTAL: 1,200.00

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
nf	Networkfleet, Inc.	08/17/2016	449835	GEN	fd navigation services	
90048345	PO Box 975544	08/19/2016		N		119.65
	Dallas TX, 75397-5544	/ /	0.0000	N		0.00
		08/19/2016		N		119.65
Paid						

GL NUMBER	DESCRIPTION	AMOUNT
206-340-85300	FD Network Fleet Monthly Fee	119.65

VENDOR TOTAL: 119.65

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
nfpa	NFPA	08/17/2016	6762463x	GEN	2016 ANNUAL MEMBERSHIP RENEWAL	
90048335	PO Box 9689	08/19/2016	000008684	N		175.00
	Manchester NH, 03108-9689	/ /	0.0000	N		0.00
		08/19/2016		N		175.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-336-95900	MEMBERSHIP RENEWAL	175.00	175.00

VENDOR TOTAL: 175.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
n&s	Niewoonder & Sons, Inc	08/17/2016	198	GEN	CONTRACT MOWING OF CEMETERYS	
90048336	2319 N Drake	08/19/2016	000008440	N		1,410.00
	Kalamazoo MI, 49006	/ /	0.0000	N		0.00
		08/19/2016		N		1,410.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-218-80600	CONTRACT MOWING OF CEMETERYS	1,410.00	1,410.00

VENDOR TOTAL: 1,410.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
office	Office Depot	08/17/2016	849475356001	GEN	credit for returned supplies	
90048383	Dept .69-00827020	08/19/2016		N		(38.30)
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		(38.30)

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-249-72800	Supplies	(38.30)

office	Office Depot	08/17/2016	849489087001	GEN	COPY PAPER	
90048366	Dept .69-00827020	08/19/2016	000008699	N		111.96
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		111.96

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	COPY PAPER	111.96	111.96

office	Office Depot	08/17/2016	850246574001	GEN	2 BINDERS, RED FLAGS, DVD'S, STAPLES, B	
90048367	Dept .69-00827020	08/19/2016	000008597	N		82.11
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		82.11

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	3" BINDERS	21.98	21.98
101-249-72800	RED FLAGS	14.16	14.16
101-249-72800	DVD'S - 50	20.99	20.99
101-249-72800	STAPLES	4.99	4.99
101-249-72800	BINDING COOMBS	19.99	19.99
		82.11	

office	Office Depot	08/17/2016	851602183001	GEN	BANKER BOXES, MINI CLIPS, LEGAL PADS, P	
90048368	Dept .69-00827020	08/19/2016	000008606	N		115.13
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		115.13

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	BANKERS BOXES	69.98	69.98

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description		Gross Amount / Discount / Net Amount
101-249-72800	MINI CLIPS				9.58	9.58	
101-249-72800	LEGAL PADS				17.98	17.98	
101-249-72800	UNIBALL PENS				17.59	17.59	
					115.13		
office	Office Depot	08/17/2016	852090430001	GEN	COPY PAPER		
90048369	Dept .69-00827020	08/19/2016	000008620	N			48.00
	PO Box 183174						
	Columbus OH, 43218	/ /	0.0000	N			0.00
		08/19/2016		N			48.00
Paid							
GL NUMBER	DESCRIPTION				AMOUNT	AMT RELIEVED	
101-249-72800	COPY PAPER				48.00	48.00	
office	Office Depot	08/17/2016	852260634001	GEN	AA BATTERIES, FLASH DRIVES, BINDERS		
90048370	Dept .69-00827020	08/19/2016	000008617	N			79.51
	PO Box 183174						
	Columbus OH, 43218	/ /	0.0000	N			0.00
		08/19/2016		N			79.51
Paid							
GL NUMBER	DESCRIPTION				AMOUNT	AMT RELIEVED	
101-249-72800	1440 SUCKERS				49.99	49.99	
101-249-72800	THUMB DRIVES				27.93	27.93	
101-249-72800	BINDER				1.59	1.59	
					79.51		
office	Office Depot	08/17/2016	852260774001	GEN	COFFEE CREAMER/SUGAR		
90048371	Dept .69-00827020	08/19/2016	000008619	N			33.36
	PO Box 183174						
	Columbus OH, 43218	/ /	0.0000	N			0.00
		08/19/2016		N			33.36
Paid							
GL NUMBER	DESCRIPTION				AMOUNT	AMT RELIEVED	
101-249-72800	CREAMER- 3EA.				26.37	26.37	
101-249-72800	SUGAR - 3EA				6.99	6.99	
					33.36		
office	Office Depot	08/17/2016	852401856001	GEN	ASST COLOR LTR SX FILE FOLDERS		
90048372	Dept .69-00827020	08/19/2016	000008618	N			117.16
	PO Box 183174						

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		117.16
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	ASST COLOR LTR SX FILE FOLDERS	117.16	117.16

office	Office Depot	08/17/2016	853143892001	GEN	PURPLE FILES FOLDERS	
90048381	Dept .69-00827020	08/19/2016	000008703	N		24.13
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		24.13
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	PURPLE FILES FOLDERS	24.13	24.13

office	Office Depot	08/17/2016	853148625001	GEN	CLIPBOARD, SHEET PROTECTORS, BALL POINT	
90048380	Dept .69-00827020	08/19/2016	000008698	N		22.83
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		22.83
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	CLIPBOARD	4.99	4.99
101-249-72800	SHEET PROTECTORS	8.00	8.00
101-249-72800	ASST. STICK PENS	9.84	9.84
		22.83	

office	Office Depot	08/17/2016	853148625002	GEN	PLASTIC ORGANIZERS	
90048373	Dept .69-00827020	08/19/2016	000008673	N		29.31
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		29.31
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	PLASTIC ORGANIZERS	29.31	29.31

office	Office Depot	08/17/2016	853148626001	GEN	BUS CARD CASE	
90048374	Dept .69-00827020	08/19/2016	000008661	N		3.29
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
		08/19/2016		N		3.29
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	BUS CARD CASE	3.29	3.29

office	Office Depot	08/17/2016	853148627001	GEN	ORDINANCE CARDSTOCK	
90048375	Dept .69-00827020	08/19/2016	000008672	N		4.94
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		4.94
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	ORDINANCE CARDSTOCK	4.94	4.94

office	Office Depot	08/17/2016	853148629001	GEN	EXP'G SHEET PROTECTORS	
90048376	Dept .69-00827020	08/19/2016	000008664	N		9.06
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		9.06
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	EXP'G SHEET PROTECTORS	9.06	9.06

office	Office Depot	08/17/2016	854675413001	GEN	2 WHITE BINDERS, 2 PURPLE BINDERS, 11X	
90048377	Dept .69-00827020	08/19/2016	000008658	N		119.91
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		119.91
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-72800	WHITE BINDERS	21.98	21.98
101-249-72800	CARD HOLDERS	5.98	5.98
101-249-72800	PENCIL ERASERS	2.00	2.00
101-249-72800	PURPLE BINDERS	13.98	13.98
101-249-72800	LEDGER PAPER	59.99	59.99
101-249-72800	8.5X14 PAPER	15.98	15.98
		119.91	

office	Office Depot	08/17/2016	854675529001	GEN	KEY TAGS

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
90048378	Dept .69-00827020	08/19/2016	000008667	N		6.78
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		6.78
Paid						
GL NUMBER	DESCRIPTION				AMOUNT / AMT RELIEVED	
101-249-72800	KEY TAGS				6.78 / 6.78	
office	Office Depot	08/17/2016	854676652001	GEN	COPY PAPER - 4 CASES	
90048379	Dept .69-00827020	08/19/2016	000008662	N		115.96
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		115.96
Paid						
GL NUMBER	DESCRIPTION				AMOUNT / AMT RELIEVED	
101-249-72800	COPY PAPER				115.96 / 115.96	
office	Office Depot	08/17/2016	855622179001	GEN	CLIP BOARDS FOR ORDINANCE DEPT	
90048382	Dept .69-00827020	08/19/2016	000008697	N		13.98
	PO Box 183174					
	Columbus OH, 43218	/ /	0.0000	N		0.00
		08/19/2016		N		13.98
Paid						
GL NUMBER	DESCRIPTION				AMOUNT / AMT RELIEVED	
101-249-72800	CLIPBOARDS				13.98 / 13.98	
					VENDOR TOTAL:	899.12
oshfop	Oshtemo Friends of the Parks	08/17/2016	08092016	GEN	contribution	
90048384	7275 West Main Street	08/19/2016	000008695	N		1,000.00
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		1,000.00
Paid						
GL NUMBER	DESCRIPTION				AMOUNT / AMT RELIEVED	
107-756-72800	MUSIC IN THE PARK SERIES				1,000.00 / 1,000.00	
					VENDOR TOTAL:	1,000.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
p&n	Prein & Newhof	08/17/2016	various	GEN	engineering fees	
90048337	3355 Evergreen Drive NE	08/19/2016		N		29,157.95
	Grand Rapids MI, 49525	/ /	0.0000	N		0.00
		08/19/2016		N		29,157.95

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-209-82000	Engineering Fees	498.50
101-805-82000	Engineering Fees	805.30
490-000-82000	Engineering Fees	27,728.05
491-000-82000	Engineering Fees	126.10
		29,157.95

VENDOR TOTAL: 29,157.95

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
ridge	Ridge Napa Auto Parts	08/17/2016	279262	GEN	ANTIFREEZE	
90048338	1655 South Drake St	08/19/2016	000008659	N		22.98
	Kalamazoo MI, 49006	/ /	0.0000	N		0.00
		08/19/2016		N		22.98

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
107-756-75300	ANTIFREEZE (TRACTOR/GENERATOR)	11.49	11.49
206-340-93100	ANTIFREEZE (TRACTOR/GENERATOR)	11.49	11.49
		22.98	22.98

VENDOR TOTAL: 22.98

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
s&t	S & T Lawn Service	08/17/2016	13402	GEN	COMMUNITY CENTER LANDSCAPE MAINTENANCE	
90048339	3393 South 6th Street	08/19/2016	000008251	N		248.00
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		248.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
900-728-93300	MONTHLY LANDSCAPING MAINTENANCE	248.00	248.00

VENDOR TOTAL: 248.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
st	Seber Tans, PLC	08/17/2016	32657	GEN	audit	
90048340	555 W. Crosstown Pkwy	08/19/2016		N		9,600.00
	Suite 304					
	Kalamazoo MI, 49008	/ /	0.0000	N		0.00
		08/19/2016		N		9,600.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-223-82500	Accounting & Audit Fees	9,600.00

VENDOR TOTAL: 9,600.00

secant	Secant Technologies	08/17/2016	160440	GEN	ADD POTS LINE (PLAIN OLD TELEPHONE LINE	
90048341	6395 Technology Ave	08/19/2016	000008694	N		135.00
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		135.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-85300	POTS(PLAIN OLD TELEPHONE LINE) FOR MODEM	135.00	135.00

VENDOR TOTAL: 135.00

sc	Siegfried Crandall	08/17/2016	89714	GEN	accting support	
90048342	246 E Kilgore Rd	08/19/2016		N		2,403.00
	Kalamazoo MI, 49002-5599	/ /	0.0000	N		0.00
		08/19/2016		N		2,403.00

Paid

GL NUMBER	DESCRIPTION	AMOUNT
101-223-82500	Accounting & Audit Fees	971.00
490-000-80800	Audit Fees	100.00
206-336-82500	Accounting & Audit Fees	300.00
491-000-80800	Audit Fees	100.00
107-756-82500	Accounting & Audit Fees	100.00
207-310-82500	Accounting & Audit Fees	50.00
249-371-82500	Accounting & Audit Fees	682.00
211-344-82500	Accounting & Audit Fees	50.00
900-728-82500	Accounting & Audit Fees	50.00
		2,403.00

VENDOR TOTAL: 2,403.00

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
shrm	Society for Human Resource Mgmt	08/17/2016	08192016	GEN	MEMBERSHIP FOR ED HELLWEGE	
90048385	1800 Duke Street	08/19/2016	000008701	N		175.00
	Alexandria VA, 22314	/ /	0.0000	N		0.00
		08/19/2016		N		175.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-95800	MEMBERSHIP FOR ED HELLWEGE	175.00	175.00

VENDOR TOTAL: 175.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
slp	Steensma Lawn & Power	08/17/2016	355786	GEN	FUEL CAP FOR TRIMMER	
90048343	7561 Stadium Drive	08/19/2016	000008666	N		5.14
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		5.14
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-218-75300	FUEL CAP FOR TRIMMER	5.14	5.14

VENDOR TOTAL: 5.14

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
thomson	Thomson West	08/17/2016	834471616	GEN	ON LINE LIBRARY RESEARCH FOR JULY 2016	
90048344	P.O. Box 6292	08/19/2016	000008681	N		485.26
	Carol Stream IL, 60197-6292	/ /	0.0000	N		0.00
		08/19/2016		N		485.26
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-250-95500	ON LINE LIBRARY RESEARCH FOR JULY 2016	485.26	485.26

VENDOR TOTAL: 485.26

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
viridis	Viridis Design Group	08/17/2016	1424-17	GEN	DRAKE ROAD FROM STADIUM TO W MAIN, NON-	
90048360	313 N. Burdick Street	08/19/2016	000006507	N		2,905.56
	Kalamazoo MI, 49009	/ /	0.0000	N		0.00
		08/19/2016		N		2,905.56
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-249-97600.WMSTDM	PHASE 1B FIN DESIGN & CONST, STDM-DRIFTW	2,905.56	2,905.56

VENDOR TOTAL: 2,905.56

INVOICE APPROVAL BY INVOICE REPORT FOR OSHTEMO TOWNSHIP
EXP CHECK RUN DATES 08/19/2016 - 08/19/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
wb	West Bend Mutual	08/17/2016	bond # 2327694	GEN	NOTARY BOND FOR AMANDA	
90048346	1900 S 18th Ave	08/19/2016	000008670	N		55.00
	West Bend WI, 53095	/ /	0.0000	N		0.00
		08/19/2016		N		55.00
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-234-91200	NOTARY BOND FOR AMANDA	55.00	55.00

VENDOR TOTAL: 55.00

Vendor Code / Ref #	Vendor name / Address / City/State/Zip	Post Date / CK Run Date / Disc. Date / Due Date	Invoice / PO / Disc. %	Bank / Hold / Sep CK / 1099	Invoice Description	Gross Amount / Discount / Net Amount
wsf	West Shore Fire	08/17/2016	11707	GEN	FIRE DEPARTMENT AIR FILL STATION MAINTE	
90048347	6620 Lake Michigan Drive	08/19/2016	000008687	N		74.60
	PO Box 188					
	Allendale MI, 49401	/ /	0.0000	N		0.00
		08/19/2016		N		74.60
Paid						

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-340-93300	AIR FILL MAINTENANCE	74.60	74.60

VENDOR TOTAL: 74.60

TOTAL - ALL VENDORS: 831,090.04

Memo

To: Oshtemo Charter Township Board

From: Julie Johnston, AICP

Date: August 16, 2016

Mtg. Date: August 23, 2016

Subject: Sewer Extension Agreement – Sky King Meadows III

OBJECTIVE

Consideration of approval of the Sky King Meadows III Sewer Extension Agreement.

BACKGROUND

The Sky King Meadows III Open Space Site Condominium received Step 2 approval from the Township Board on August 9, 2016. Step 2 approval allows the property owner to begin the installation of the public infrastructure needed to construct the site condominium. Public sanitary sewer is planned as part of this infrastructure.

The property owner is also providing an interceptor sewer that will allow unserved properties in the immediate area to be served by sanitary sewer in the future. The property owner is installing the interceptor at their expense. The Sewer Extension Agreement outlines how the owner will be repaid for this expense through future hook-up fees both within the Sky King Meadows III project and adjacent properties that may develop within a 10 year period. There will be no costs to the Township for the development of this system.

The Agreement was reviewed by the Public Works Director and Township Attorney, and with the property owner and their engineering firm. All parties have approved the Agreement as presented.

INFORMATION PROVIDED

Sewer Extension Agreement

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Approval of the Sky King Meadows III Sewer Extension Agreement and to allow Supervisor Heiny-Cogswell to sign the Agreement.

SEWER EXTENSION AGREEMENT

SKY KING MEADOWS, PHASE III

AGREEMENT, made this _____ day of August, 2016, by and between the CHARTER TOWNSHIP OF OSHTEMO, 7275 West Main Street, Kalamazoo, Michigan, 49009, a municipal corporation, hereinafter designated "TOWNSHIP," and SEECO 2, L.L.C., 3820 Stadium Drive, Kalamazoo, Michigan, 49008, a limited liability company, hereinafter designated "DEVELOPER."

WITNESSETH:

WHEREAS, the TOWNSHIP, in agreement with the City of Kalamazoo, has provided for the extension of public sanitary sewer service into the Township, which is regulated pursuant to Township Ordinance No. 208, Compiled Section 232; and

WHEREAS, the DEVELOPER desires to avail itself of such service with regard to property in the Southeast ¼ of Section 14 of said Township, upon which is presently being developed as an open space residential condominium development known as Sky King Meadows, Phase III, being the "approved development boundaries;" and

WHEREAS, the DEVELOPER is willing to construct the public sanitary sewer mains and appurtenances necessary to furnish sanitary sewer service to and in the above-described areas, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto, as follows:

1. The DEVELOPER will install public sanitary sewer mains to and within the aforesaid property development boundaries including an interceptor sewer (Part B) at bid cost of $144,352.00 (including engineering) in accordance with the plans and specifications attached hereto and made a part hereof, including additions or alterations made pursuant to Section 10.
2. The DEVELOPER agrees to install the sanitary sewer mains in accordance with the TOWNSHIP'S Wastewater Service Ordinance.
3. The TOWNSHIP hereby agrees to thereafter use all reasonable diligence to provide and maintain regular and uninterrupted sanitary sewer service to all premises rightfully connected to said mains within said property of DEVELOPER. In this regard, however, no guarantee is hereby made of uninterrupted service, and the TOWNSHIP shall not be held liable for damages caused by accidents, repairs and other causes, nor for injuries resulting from the use of the sanitary sewer mains furnished.
4. When the aforesaid sanitary sewer system becomes and is made operational, it is understood that all those connected to the system shall be subject to a sanitary sewer service charge for sewer service, as billed by the City of Kalamazoo as agent of the TOWNSHIP, or by such other department or agency as may subsequently be determined by the TOWNSHIP.

5. The TOWNSHIP and DEVELOPER agree, in order to cover the costs of construction of the public improvement, to service the development, to assess the homes constructed within the development a connection fee in the amount of Three Thousand Dollars ($3,000.00).

6. No limitations shall exist on the right and authority of the TOWNSHIP to extend the aforementioned proposed sanitary sewer system in any direction or manner if so desired beyond the area hereinbefore described, and to connect other properties thereto, without limitation of any kind or nature, and without financial obligation to DEVELOPER, and said system shall, at all times, be considered a public sanitary sewer system under the exclusive control and authority of the TOWNSHIP and/or the City of Kalamazoo. The foregoing shall not obligate the TOWNSHIP or City, however, to maintain, repair or replace any portion of said system located upon private property.

7. The TOWNSHIP agrees to refund to the DEVELOPER one hundred percent (100%) of the connection fees collected from each building site within the approved development boundaries which are collected during the ten (10) years following the completion of construction.

8. The TOWNSHIP agrees to refund to the DEVELOPER eighty percent (80%) of the front-foot fee, if any, for each parcel, lot or building site connecting to the sewer main extensions constructed by DEVELOPER, other than the parcels, lots and building sites within the approved

development boundaries, which are collected during the ten (10) years following the completion of construction.

9. The amount of any refund within or outside of the approved development boundaries shall, in no case, exceed the total construction costs for the interceptor sewer (Part B).

10. It is understood and agreed that, in the event the foregoing installation and construction cost set forth in Paragraph 1 hereof is insufficient to cover the cost of the project as a result of additions to or alterations in the plans and specifications therefor, or as the result of any unforeseen event or contingency, the DEVELOPER will provide additional funds to complete the project.

11. This Agreement shall be subject to all the provisions of the Oshtemo Charter Township Wastewater Service Ordinance which is hereby incorporated in full by reference thereof.

12. This Agreement is hereby declared to be binding upon the heirs, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.

OSHTEMO CHARTER TOWNSHIP
A Municipal Corporation

By: _____
Elizabeth Heiny-Cogswell
Its: Supervisor

SEECO 2, L.L.C.
Developer

By: _____
Michael Seelye
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this _____ day of August, 2016, by Elizabeth Heiny-Cogswell, on behalf of Oshtemo Charter Township as its Supervisor.

_____
Notary Public,
Kalamazoo County, State of Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this ____ day of August, 2016, by Michael Seelye, President of SEECO 2, L.L.C., Developer.

_____
, Notary Public,
Kalamazoo County, State of Michigan
My commission expires: _____

Drafted by and when recorded return to:
JAMES W. PORTER
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009
(269) 375-7195

5.

Memo

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

From: Mark Barnes, Fire Chief

Date: August 18, 2016

Re: Updated Countywide Hazardous Materials Response Agreement

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In 2010 municipalities in Kalamazoo County signed an "Intergovernmental Fire Protection, Hazardous Materials Incident Response Agreement" which gave official birth to the current countywide Hazardous Materials (Haz-Mat) team. This team is made up of members from various fire agencies in Kalamazoo County with the assistance of some local private sector companies.

The team's primary mission is to respond emergently to incidents involving the release of hazardous materials where they will identify the product and then initiate coordinated efforts to stop its spread or contain the hazard. In some cases, the product is an unknown substance which makes identifying it the most important task.

They are not responsible for cleanup but will supervise that it is accomplished in a safe and complete manner. They also act on our behalf to coordinate efforts of various agencies such as Michigan's Department of Natural Resources (DNR) and Department of Environmental Quality (DEQ). In the case of a transportation related event (spill on a roadway, rail or other), they will also provide Haz-Mat guidance to involved agencies such as the Department of Transportation (M-DOT).

Finally, they assist with invoice coordination as the local unit of government bills the costs back to the identified spiller. This updated agreement makes two changes:

1. Changes the annual membership dues paid by all participating municipalities from $600 to $1,400.
2. Allows contiguous municipalities to Kalamazoo County to also participate and thus receive this service. Note: Only the metro communities do not have a boarder with an adjoining county. All other Townships are impacted by events in neighboring county jurisdictions.

Recommendation: That Oshtemo Township continues its membership with the Kalamazoo County Hazardous Materials Response Team (KCHMRT) and sign the updated agreement.

INTERGOVERNMENTAL FIRE PROTECTION HAZARDOUS MATERIALS INCIDENT RESPONSE AGREEMENT

This Intergovernmental Fire Protection Hazardous Materials Incident Response Agreement, dated the ____ day of _____, ~~2010~~ 2016, between the undersigned municipalities, is as follows:

WHEREAS, the specialized services of a hazardous materials response team are above and beyond the normal response services provided on a reciprocal basis under the provisions of the Mutual Aid Fire Agreement entered into by the parties; and

WHEREAS, there is a need to facilitate and coordinate the recovery of the cost of response activity to hazardous materials incidents as permitted by Section 20126a (M.C.L. 324.20126a) of the Michigan Natural Resources and Environmental Protection Act, (NREPA) Public Act 451 of 1994; and,

WHEREAS, each party desires to enhance and improve responses to hazardous materials incidents occurring within Kalamazoo County, and,

WHEREAS, 1951 P.A. 35, as amended, being MCL 124.1 *et seq.*, provides that municipalities may enter into cooperative agreements to provide services to and for each other; and,

WHEREAS, this Hazardous Materials Incident Response Agreement is intended to assist the undersigned municipalities in providing timely and efficient responses to hazardous materials incidents within Kalamazoo County.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, IT IS AGREED:

1. Definitions

   A. **Financial Custodian** means the custodian of response activity costs and annual dues as provided in paragraph 4 of this agreement.

   B. **Fire Chief** includes the fire chief, the fire chief's designated representative or such member of the fire department as is in charge of the fire department emergency and technical response personnel, or the chief of a public safety department or that official's designated representative.

   C. **Incident Management System**: The National Incident Management System (NIMS) required for managing a hazardous materials incident by state and federal regulation.

   D. Member in Good Standing means a municipality that has entered into this agreement and is current in the payment of dues and compliant with the obligations specified in this agreement.

E. **KCHMT member** means an employee of a participating municipality who becomes a member of the Kalamazoo County Hazardous Materials Response Team, (KCHMT) as established pursuant to this agreement.

F. **Participating Municipality** means a municipality that has entered into this agreement and is a member in good standing.

G. **Recovery Costs** mean the costs associated with recovery of response activity costs as defined by this Agreement, including, but not limited to attorney fees, court filing fees, witness fees and other costs of litigation and collection.

H. **Requesting Department**: The fire department serving a participating municipality in which the hazardous materials incident exists and that requests aid under this Agreement.

I. **Responding Department**: Any and all fire departments serving a participating municipality that provide personnel (including personnel who respond as a member of the Kalamazoo County Hazardous Materials Response Team) or equipment under this Agreement. The Kalamazoo County Office of Emergency Management and responding EMS providers are included in this definition.

J. **Response Activity** means evaluation, interim response activity, remedial action, demolition, or the taking of other actions necessary to protect the public health, safety, or welfare, or the environment or the natural resources consistent with the rules relating to the selection and implementation of response activity promulgated under the Michigan Natural Resources and Environmental Protection Act.

K. **Response Activity Costs** or **Costs of Response Activity** means all costs incurred by the requesting department and all responding departments, including the KCHMT, in taking or conducting a response activity, including all costs, that a municipality may recover pursuant to Section 20126a of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20126a. These costs may include, but not be limited to, administrative fees assessed by the financial custodian to services provided relative to the collection of response activity costs, wages and/or salaries except for those employees who are already on duty and being paid; costs of vehicles responding at either the MEMAC reimbursement rate or another verified manner of calculating operating costs; costs of replacing equipment and supplies that are expended and not reusable; costs of decontaminating or cleaning equipment or other costs necessary to put that equipment back in service; costs of personnel support including, but not necessarily limited to, food, lodging, portable rest room facilities, or transportation; costs to rent, purchase or otherwise obtain equipment, supplies, or other material

necessary to mitigate the incident; costs to contract with specialized response personnel or organizations.

L. **MEMAC Reimbursement Rate** means the reimbursement rates for apparatus and other equipment used to mitigate incidents contained in the Michigan Emergency Management Assistance Compact.

2. Kalamazoo County Hazardous Materials Response Team

A. Participating municipalities agree to form and jointly operate the Kalamazoo County Hazardous Materials Response Team, (KCHMT) the purpose of which is to assist local fire departments by providing a trained, equipped team of on-scene support to the incident commander of the requesting department for the provision of response activity to a hazardous materials incident.

B. The KCHMT shall be managed by an executive board as provided for in the by-laws.

C. The executive board shall set all operating standards, policies and procedures and shall establish criteria for individual membership on the team.

D. The executive board shall elect one member to serve as chair of the board and other such officers as may be required. Elected officers will serve a one-year term of office, corresponding to the fiscal year, and may serve consecutive terms.

E. The KCHMT shall maintain By-laws, an Operations Manual and a listing of equipment owned by the team. An updated copy of each, along with a report of annual KCHMT activity shall be provided to any requesting municipality annually, by March 1.

F. Response Procedures

1. A Requesting Department may request the services of the KCHMT following dispatch and response procedures as outlined in the KCHMT Operations Manual.

2. The KCHMT, when responding to an incident, shall operate within the Incident Management System put in place by the Requesting Department. Command of the incident shall remain with the Requesting Department.

3. If a Responding Department's personnel arrive prior to the Requesting Department's units or personnel, the assisting personnel will establish "Incident Command" as prescribed in NIMS and proceed with emergency operations. Upon arrival of a command officer from the Requesting Department, "Incident Command" will be passed to the Requesting Department.

4. Assisting personnel and units will be released and returned to their jurisdiction as soon as practical.

3. Membership Dues

Each municipal fire department serving a participating municipality or municipalities will be required to pay annual dues in the amount of $~~600.00~~ 1,400.00 per fiscal year.

A. The municipal fire departments will be invoiced not later than October 1 for dues for the next calendar year. The department will be in arrears if the dues are not received by January 1.

4. Custodian of Dues and Recovered Costs

A. The County of Kalamazoo will be the custodian of all dues and costs recovered pursuant to paragraph 9 of this agreement. The dues and recovered costs shall be placed in separate accounts and maintained in accordance with standard municipal accounting procedures.

5. Geographical Area of Coverage

The KCHMT shall provide assistance to any Requesting Department within Kalamazoo County. The KCHMT may also provide assistance to municipalities adjoining Kalamazoo County in which there is a written mutual aid agreement. All requests for KCHMT assistance outside of Kalamazoo County must be made by a requesting department that is on scene of the incident, or the Battle Creek Hazmat Team.

6. Personnel and Equipment Standards

KCHMT members and equipment shall meet the following minimal levels of training or recognized industry standards:

A. All KCHMT members shall be certified to the Hazardous Materials Technician level by a representative of the municipality employing the member. However, the executive board of the KCHMT may approve team membership for individuals certified to the Hazardous Materials Operations level if such membership has been determined to provide a benefit to the team.

B. Equipment used shall comply with all applicable rules and regulations including, but not limited to, CFR 1910.120, MIOSHA Part 432, and standards adopted by the executive board.

7. Training and Medical Examinations

A. KCHMT members shall meet all statutory and training requirements applicable to the team position being filled.

1. The KCHMT will conduct regular training as approved by the Executive Board to allow KCHMT members to remain competent in necessary skills. KCHMT members are expected to comply with training requirements.

2. KCHMT members who fail to maintain training requirements or required certifications, as established by the executive board of the KCHMT, may be removed from KCHMT membership by action of the executive board. Such action is not subject to appeal by the participating municipalities.

3. Employees of the participating municipalities who are KCHMT members shall attend monthly training sessions of the team as part of their employment by the participating municipality that employs them.

B. It is the responsibility of the participating member that is an employer of a KCHMT member to provide periodic physical examinations that meet the requirements of 29 CFR 1910.120. The frequency of these examinations may range from twelve to twenty-four months based on the recommendation of the physician. Prior to joining the KCHMT, KCHMT member applicants shall undergo a physical examination to identify any pre-existing medical conditions and to record baseline measurements that may change over time.

8. Liability and Mutual Release

A. Each participating municipality providing KCHMT members to KCHMT shall be solely responsible for all costs and expenses associated with its employees who are KCHMT members and equipment utilized by its employees who are KCHMT members in responding to emergencies or participating in training under this Agreement, including without limitations, wages and fringe benefits, workers' compensation, disability or pension contributions, and the purchase, repair or maintenance of equipment and fire apparatus.

B. Each participating municipality shall only be responsible for claims, demands, costs (including attorney fees) and damages, for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel.

C. Each participating municipality shall defend, indemnify and hold all other participating municipalities including the elected officials, agents and employees (hereinafter collectively as "Indemnitee") of the other participating municipalities harmless from all claims, demands, costs (including attorney's fees) and damages for death, bodily injury, or property damage arising directly from the acts or omissions of its individual personnel, employees or agents. Provided, however, that if such death, injury or damage is caused by personnel, employees or agents of multiple ~~units~~ participating municipalities, each participating municipality shall then be responsible ~~to~~ for its percentage of responsibility, and shall indemnify the other participating municipalities so that each pays in proportion to its responsibility.

D. In providing the indemnification set forth above, the Indemnitor is not waiving any defense as is otherwise available to it by law, provided such defenses are also available and asserted by the Indemnitor for the benefit of the Indemnitee. The Indemnitor shall not be responsible for the indemnification obligation set forth above with respect to the Indemnitee to the extent that the Indemnitee has waived a defense that was otherwise available to it by law. The Indemnitor shall have the option to settle any claim, demand or liability on such terms as it shall determine.

E. No fire fighter or emergency medical personnel from any Department shall be considered a drafted person of another Department when performing services in furtherance of this Agreement under MCL 123.401 through MCL 123.403.

9. Recovery or Reimbursement of Response Activity Costs

A. As soon as practicable after providing response activity to a particular hazardous materials incident:

1. The KCHMT executive board will submit an itemized statement of all response activity costs (excluding labor costs) incurred by the KCHMT in response to the particular incident to the Requesting Department, and provide a copy of such statement to each Responding Department and the County of Kalamazoo.

2. Each Responding Department will submit an itemized statement of all response activity costs (including labor costs) incurred by the Responding Department in response to the particular incident to the Requesting Department, and provide a copy to all other Responding Departments, the KCHMT, and the County of Kalamazoo.

3. The Requesting Department will submit an itemized statement of all recovery costs incurred by the Requesting Department pursuant to paragraph 9(C) below to all Responding Departments and the KCHMT prior to distribution of recovered costs pursuant to paragraph 9 (D) below.

B. The Requesting Department will pay the response activity costs of the KCHMT with respect to materials owned and used by the KCHMT in connection with providing response activity to a particular hazardous materials incident within 30 days of receipt of the itemized statement from KCHMT or on a payment schedule agreed to by the Executive Board. The Requesting Department will be responsible for the payment of these costs irrespective of any recovery of response activity costs as provided in paragraph 9(C) below. The KCHMT will provide an accounting of all response activity costs paid to it by the Requesting Department pursuant to this paragraph to all Responding Departments and the County of Kalamazoo prior to distribution of recovered costs pursuant to paragraph 9 (D) below.

C. Recovery of all response activity costs incurred by the Requesting Department, the KCHMT, and any Responding Department as provided by the Michigan Natural Resources and Environmental Protection Act (NREPA) will be the responsibility of the Requesting Department. The Requesting Department will be responsible for all recovery costs associated with recovery of the response activity costs. The obligation of the Requesting Department to recover response activity costs may be waived by a vote of at least two thirds of the executive board of the KCHMT upon a determination that the expense of cost recovery would not be cost effective. In that event, each participating municipality may elect to recover its own costs.

D. All costs recovered by the Requesting Department as provided in paragraph C, will be deposited with the County of Kalamazoo as the custodian of such funds. Response activity costs will then be paid first to the KCHMT in accordance with its itemized statement, to the extent response activity costs of KCHMT have not been fully reimbursed by the Requesting Department as shown on the accounting for payment of same pursuant to paragraph ~~B,~~ 9 (B), above. The response activity costs of the Requesting Department and ~~the~~ each Responding Departmental will then be paid from the remaining funds recovered. If the remaining funds recovered will not fully reimburse the Requesting Department and each Responding Department, then the remaining funds will be distributed to the Requesting Department and each Responding Department proportionate to the itemized statement prepared by each Department and each Department will be solely responsible for its un-reimbursed costs.

10. Multiple Demands For Service

If any participating municipality is confronted with a simultaneous demand to assist a fire department of another governmental unit or respond to a fire/rescue call within that municipality's jurisdictional boundaries, the command officer in charge of that municipality's responding fire/rescue equipment and personnel shall have the discretion to deploy that equipment and personnel for their best utilization in the interest of public health, safety and welfare and with the recognition of that municipality's primary obligation to respond within its own jurisdiction.

11. Effect Upon Other Agreements

The participating municipalities have also entered into a Mutual Fire Protection Contract, dated March 6, 1987. That contract shall remain in effect and shall not be changed by this agreement.

12. Effective Date, Term, Dissolution, and Termination of Membership

This Agreement is effective as of _____, ~~2010~~ 2016, and shall continue in force until January 1, 2019, or dissolved by a majority vote of the governing bodies of the participating members. A participating member may terminate its membership with or without cause, upon thirty (30) days written notice to the other participating members. Such termination of membership shall not effectuate the dissolution of this agreement or the KCHMT.

IN WITNESS THEREOF, those parties hereto have executed this Agreement on the date indicated above.

CITY OF PORTAGE

By _____

Its _____

CITY OF KALAMAZOO

By _____

Its _____

CHARTER TOWNSHIP OF KALAMAZOO

By _____

Its _____

CHARTER TOWNSHIP OF OSHTEMO

By _____

Its _____

CHARTER TOWNSHIP OF COMSTOCK

By _____

Its _____

CHARTER TOWNSHIP OF TEXAS

By _____

Its _____

SOUTH KALAMAZOO COUNTY FIRE AUTHORITY

By _____

Its _____

CHARTER TOWNSHIP OF COOPER

By _____

Its _____

CHARLESTON TOWNSHIP

By _____

Its _____

CITY OF GALESBURG

By _____

Its _____

PAVILION TOWNSHIP

By _____

Its _____

ROSS/AUGUSTA FIRE DEPARTMENT

By _____

Its _____

CLIMAX TOWNSHIP

By _____

Its _____

CITY OF PARCHMENT

By _____

Its _____

RICHLAND TOWNSHIP

By _____

Its _____

ALAMO TOWNSHIP

By _____

Its _____

COUNTY OF KALAMAZOO

By _____

Its _____

VILLAGE OF CLIMAX

By _____

Its _____

VILLAGE OF RICHLAND

By _____

Its _____

Memo

To: Oshtemo Charter Township Board

From: Julie Johnston, AICP

Date: August 16, 2016

Mtg. Date: August 23, 2016

Subject: 1st Reading of a Rezoning Request – 10145 West KL Avenue

---

OBJECTIVE

James Geresy, on behalf of Louis and Barbara Geresy, is seeking Township Board approval for the rezoning of approximately 46.7 acres of property located at the southeast corner of West KL Avenue and 2nd Street from AG: Agricultural to RR: Rural Residential District. This is the first reading of this request.

BACKGROUND

Subject and Surrounding Properties

The subject parcel is 46.7 acres in size and has approximately 1,000 feet of frontage on West KL Avenue and 1,988 feet of frontage on 2nd Street. Currently being farmed and also the location of a single-family home, the owners of the property intend to use the land for agriculture for only a few more years. Surrounding land uses consist solely of single-family residences, with the subject property being bounded to the north by unplatted Rural Residential (RR) zoned parcels as well as the small *Eggen's Acres* subdivision; to the east by a large RR parcel and the *Oshtemo Valley* and *Veracres* plats; to the west by a handful of Agriculturally zoned parcels currently being used for single-family homes; and to the south by two RR parcels. At this time Township staff is not aware of any intentions to develop a subdivision or site condominium on the subject property.

CONSIDERATIONS

The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that must consider when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. These considerations were discussed by the Planning Commission at their meeting on August 11, 2016 and are as follows:

1. Master Plan Designation

   Attached to this memo is an excerpt from Oshtemo's Master Plan as well as a future land use map that pertains to this part of the Township. As illustrated on the map, the subject property is within an area that is intended to change from agricultural use to Rural Residential. The rezoning of the subject property from AG to RR would help to fulfill the future land use plans of the Township. Although the Master Plan *encourages* existing farms to continue to operate, the owners of the property intend to cease agricultural activity on the property in a few years, regardless of its zoning status.

2. Consistency of the Zoning Classification in the General Area

   Aside from a handful of properties to the west of the subject parcel that are currently zoned as AG, the majority of adjacent properties, and most of those in this part of the Township in general, are zoned as RR. This proposed rezoning is consistent with the prevalent zoning classification of the area.

3. Consistency and Compatibility with General Land Use Patterns in the Area

   While some commercial agricultural operations do remain in the southwest quadrant of the Township, the predominant land use is single-family residential, even on some of the aforementioned smaller AG zoned parcels. The requested rezoning is consistent with this pattern.

4. Utilities and Infrastructure

   Utilities and infrastructure are often considered in a request for rezoning to ensure that public facilities can service any possible development that would occur on the site. Public water is available along the subject property's KL Avenue frontage, but not along 2nd Street. No sanitary sewer service is present or currently planned in this part of the Township, with the nearest sewer main being located approximately 3.5 miles to the east at 9th Street.

   The presence of public utilities, or lack thereof, within the Rural Residential zoning district has little bearing on potential development density: The minimum area requirements dictated by the Zoning Ordinance for this classification are the same whether or not sewer and water are available.

5. Reasonable Use under Current Zoning Classification

   While the AG zoning classification for this property is appropriate for its current land use, the minimum parcel size for agriculturally zoned land—40 acres—means that the 46.7 acre subject parcel may not be divided without falling below the critical area threshold dictated by section *66.000: Area Requirements, Dwelling Standards and Residential Occupancy* of the Oshtemo Township Zoning Ordinance. The AG district does allow one single family dwelling

to be established on the same piece of property for each 200 feet of continuous road frontage, but such dwellings may not exist on legally distinct parcels unless the 40 acre minimum area requirement is met for any new divisions. While it can be argued that the land does have reasonable use under the current zoning classification, it is of a relatively limited nature, given the impending cessation of commercial farming on the property.

6. Effects on Surrounding Property

   Given that the predominate land use in this part of the Township is single-family residential, the requested rezoning will likely have a limited effect, if any, on the surrounding properties. While rezoning to RR does mean that the subject property could one day be subdivided or condominiumized, that is true for many of the surrounding properties as well, so the potential for a shift in density in the area is already present.

After reviewing these considerations, the Planning Commission made a motion to forward a recommendation of approval to the Township Board for this rezoning request. The motion was supported unanimously for the following reasons:

1. The proposed rezoning is consistent with Oshtemo Township's future land use map and is supported by the Master Plan.

2. The proposed rezoning is compatible with the surrounding land uses and zoning classifications.

3. The proposed rezoning will not introduce any potential development patterns not already present in this part of the Township.

INFORMATION PROVIDED

Application
Aerial map
Current zoning map
Future Land Use map
Master Plan excerpt
Planning Commission minutes

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

The Planning Commission and Planning staff recommend a motion of approval for first reading from the Township Board for the rezoning of the 46.7 acres from AG: Agricultural District to the RR: Rural Residential District, as described in the attached Ordinance.

charter township
oshtemo

7275 W. Main Street, Kalamazoo, Michigan 49009-9334
Phone: 269-216-5223 Fax: 269-375-7180

PLEASE PRINT

PROJECT NAME & ADDRESS _____

PLANNING & ZONING APPLICATION

Applicant Name : James Geresy

Company _____

Address 1288 Oshtemo Trace
Kalamazoo, MI. 49009

E-mail _____

Telephone 269-372-1904 Fax _____

Interest in Property My Inheritance

OWNER*:

Name Louis + Barbara Geresy

Address 10145 West K.L. Ave.
Kalamazoo, MI. 49009

Email _____

Phone & Fax 269-375-5677 _____

Oshtemo Township
7275 W MAIN ST
KALAMAZOO, MI 49009
Phone : 269-375-4260
OSHTEMOTOWNSHIP.ORG

Received From: JAMES GERESY
Date: 07/07/2016 Time: 9:01:03 AM
Receipt 123615
Cashier AMCMILLON

ITEM REFERENCE	AMOUNT
1091 APP - REZONING/ZONING APP - REZONING/ZONING	$2,000.00
TOTAL	$2,000.00
CHECK 440	$2,000.00
Total Tendered:	$2,000.00
Change:	$0.00

NATURE OF THE REQUEST: (Please check the appropriate item(

- ___Planning Escrow-1042
- ___Site Plan Review-1088
- ___Administrative Site Plan Review-1086
- ___Special Exception Use-1085
- ___Zoning Variance-1092
- ___Site Condominium-1084
- ___Accessory Building Review-1083
- __Land Division-1090
- __Subdivision Plat Review-1089
- X Rezoning-1091
- __Interpretation-1082
- __Text Amendment-1081
- __Sign Deviation-1080
- __Other:_____

BRIEFLY DESCRIBE YOUR REQUEST (Use Attachments if Necessary): My parents want to deed me the southern 25 acres M/L of their property, so I can build my new home. I'm told we have to re-zone from Ag. to. R.R.

LEGAL DESCRIPTION OF PROPERTY *(Use Attachments if Necessary)*:

_____

_____

_____

PARCEL NUMBER: 3905- 05-19-430-010

ADDRESS OF PROPERTY: Southern 25 Acres M/L of 10145 West K.L. Ave.

PRESENT USE OF THE PROPERTY: Agriculture - Residential

PRESENT ZONING Ag. **SIZE OF PROPERTY** 47 Acres M/L

NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:

Name(s)	Address(es)
Louis Geresy JR.	10145 West. K.L. Ave. Kal, MI. 49009
Barbara Geresy	-Same-

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshtemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.

Louis Geresy, Barbara Geresy — 7-6-16

Owner's Signature(* *If different from Applicant*) — **Date**

James L. Geresy — 7-6-16

Applicant's Signature — **Date**

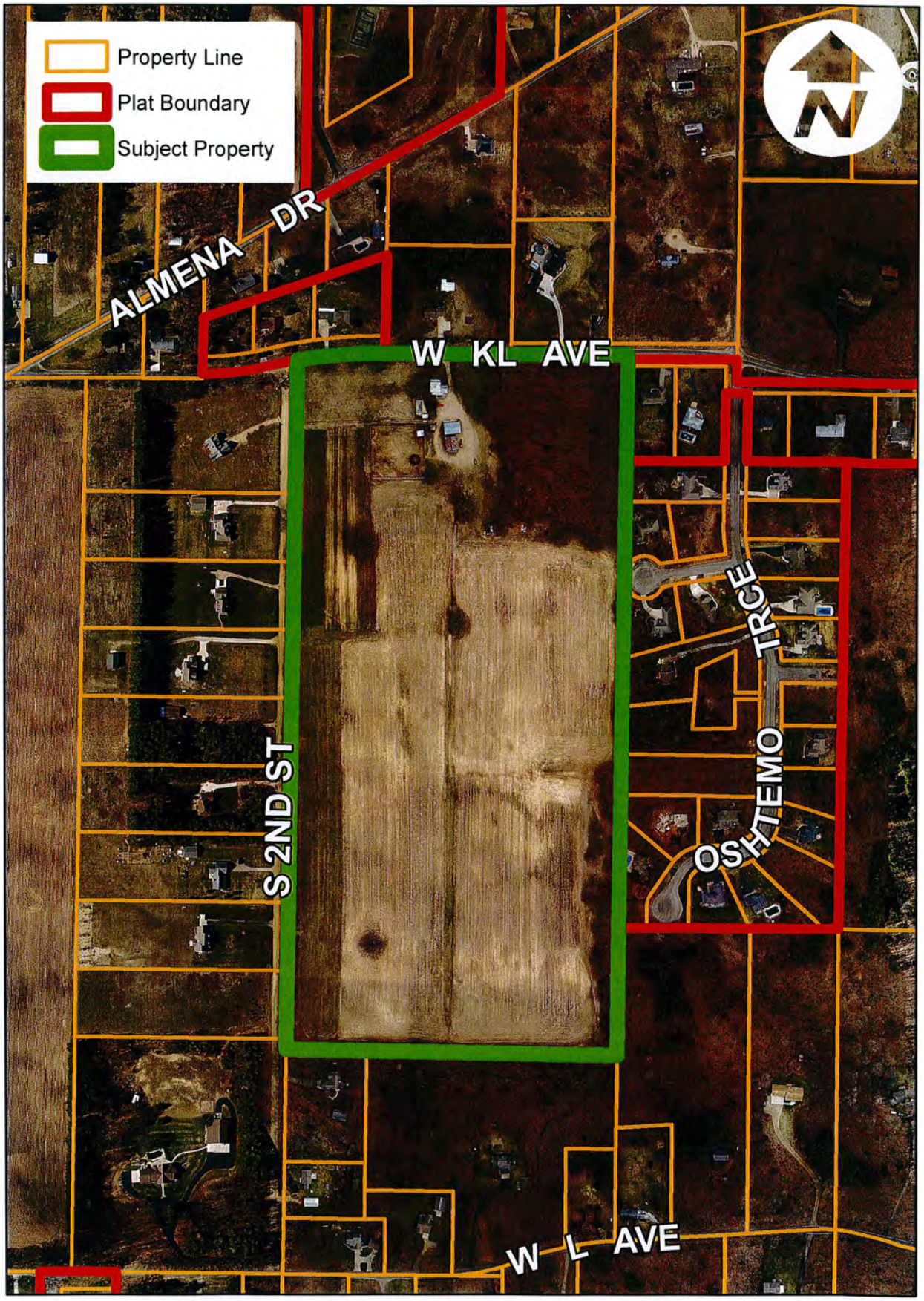
Copies to:
Planning –1
Applicant -1
Clerk –1
Deputy Clerk –1
Attorney-1
Assessor –1
Planning Secretary - Original

****

PLEASE ATTACH ALL REQUIRED DOCUMENTS

10145 West KL Ave. Rezoning Request

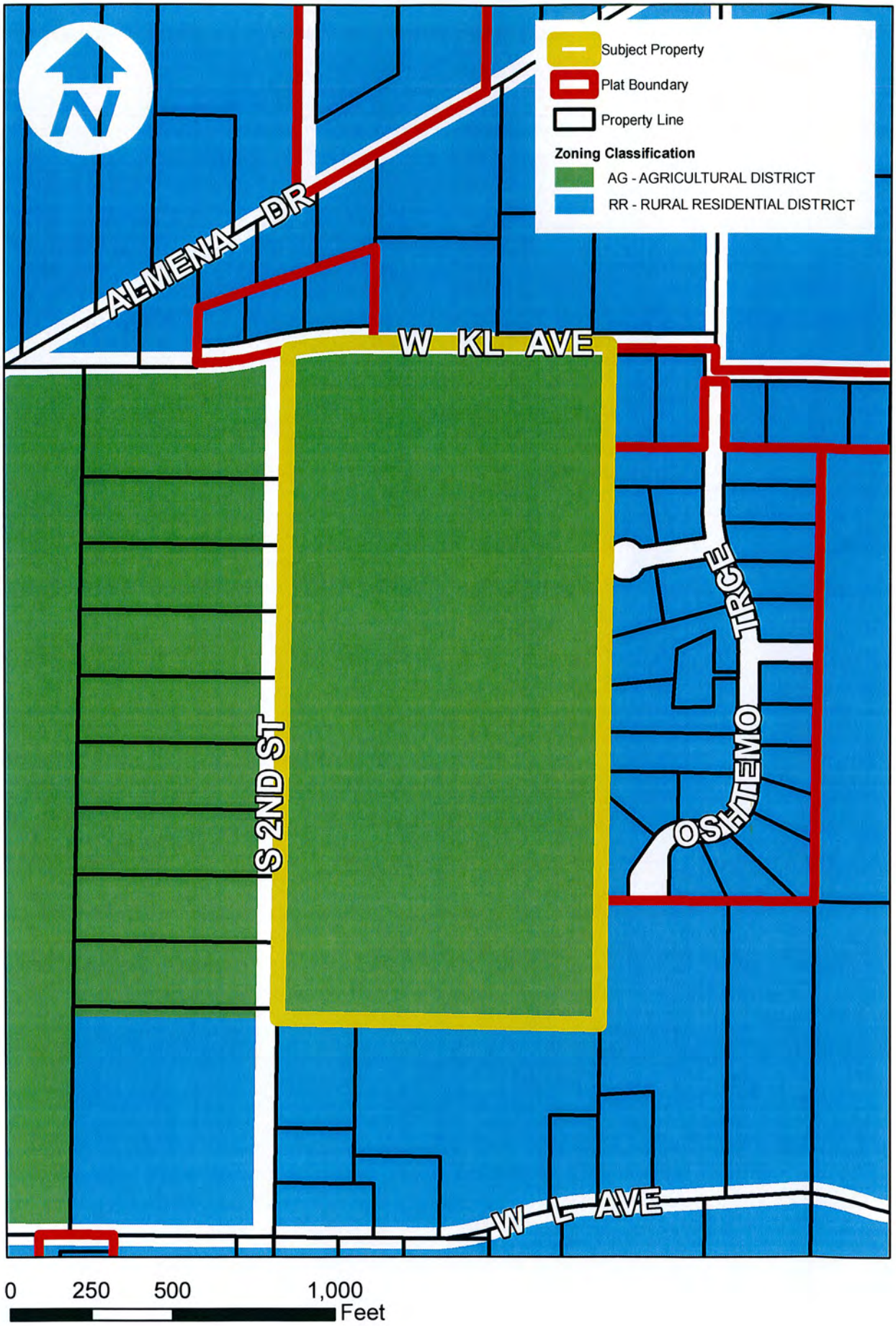
Aerial Map



0 250 500 1,000 Feet

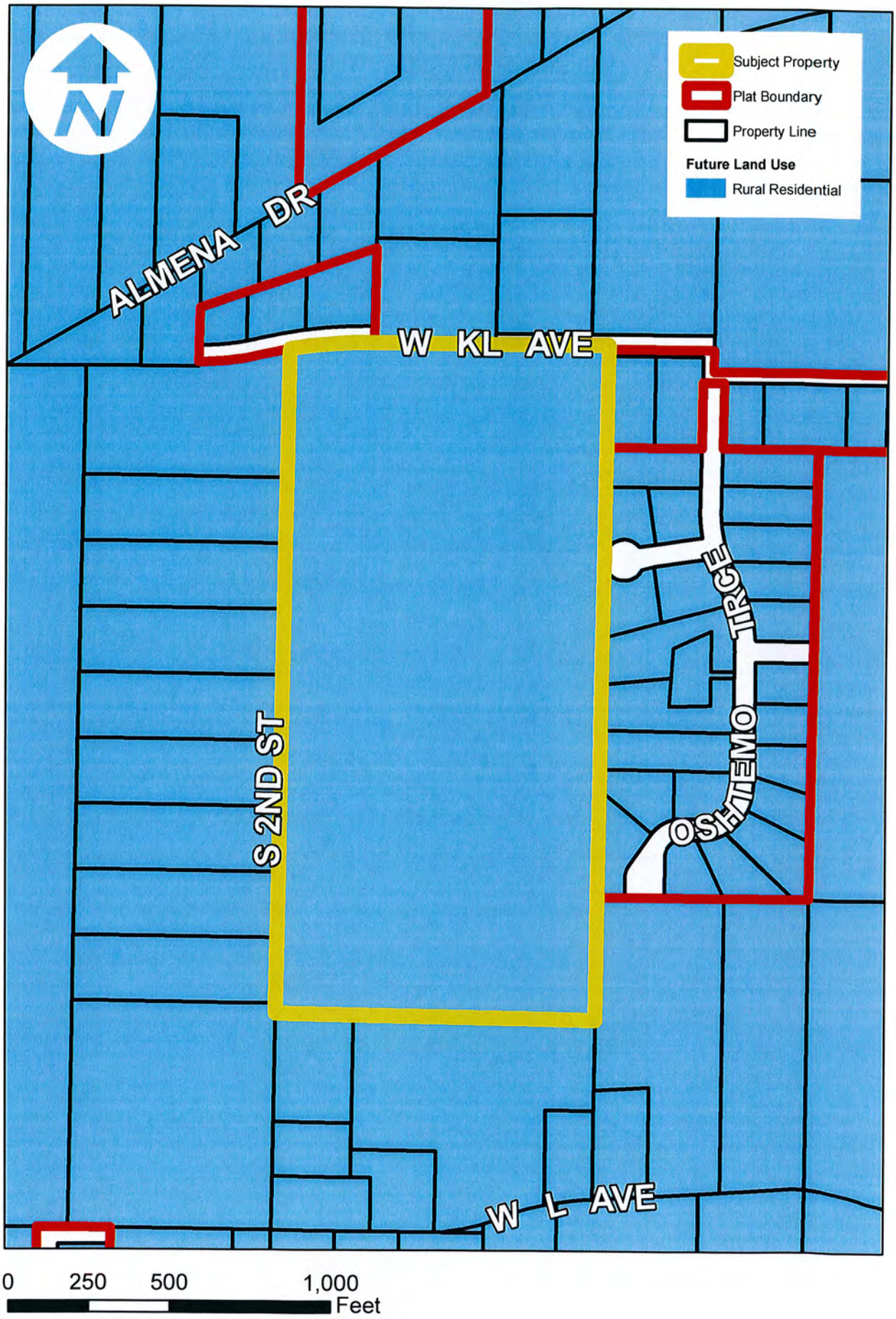
10145 West KL Ave. Rezoning Request

Current Area Zoning



10145 West KL Ave. Rezoning Request

Future Land Use



Rural Residential (14,827 acres)

Development Intensity: Low

The Rural Residential land use designation is the largest designation in the Township. In many ways, it is also the most diverse and the most important.

The Rural Residential designation includes residential, agricultural, and pre-existing limited commercial land uses. Low density subdivision / neighborhood development is permitted and is encouraged to utilize open space cluster development practices in order to protect and preserve the natural features in this area and the rural character it defines. Other residential use consists of scattered-site development at low density. Units typically are served by private wells and septic systems. (Although public utilities have been extended west into portions of the Rural Residential area, this was done to address environmental concerns and not facilitate development.)

Small agricultural uses are scattered throughout this area and are an important part of the rural character of the community. These include family farms, orchards and fruit farms, and other similar operations. Because the Township does not have many significantly sized parcels and due to the value of the land, agriculture will not expand significantly in the future. But it is an important part of the Township's history and rural character, and pre-existing farms are encouraged to continue.

There are also a number of small commercial properties scattered throughout this area that are well-established and have been located at these sites for many years. They are important to the community, many are zoned appropriately, and the Plan does not desire to remove them. These include farm stands as well as commercial uses serving the local and regional market. Besides these pre-existing uses however, the Plan does not call for any additional commercial uses in this area.

DESIRED FUTURE DEVELOPMENT PATTERNS

- Low density residential development
- Utilization of conservation / open space subdivisions to protect sensitive landscapes
- Utilization of programs available – purchase of development rights, transfer of development rights, conservation easements – to protect natural features
- Setback from natural features (surface waters, wetlands)
- Building pad site selection based on minimal disturbance to natural features
- Tree lines and other vegetation along road frontages selectively cleared if at all to minimize impact on rural character along County Roads
- Maintenance of existing agricultural and commercial uses with no new agricultural or commercial development

Low density residential development sensitive to natural features may occur in the rural residential designation.

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED AUGUST 11, 2016.

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the following amendment of the Oshtemo Charter Township Zoning Ordinance:

The rezoning of approximately 47 acres located at 10145 West KL Avenue, Parcel No. 3905-19-430-010, from the "AG" Agricultural District to the "RR" Rural Residential District described more particularly as follows:

SEC 19-2-12 E ½ SE ¼ EXC E 20 R ALSO EXC S 40 R THEREOF.
*(H 19-12).

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: August 11, 2016

By: _____
James W. Porter
Township Attorney

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. _____

Adopted: _____, 2016

Effective: _____, 2016

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance, by the rezoning of a parcel of land located in Land Section 19 from the "AG" Agricultural District to the "RR" Rural Residential District zoning classification. The Ordinance repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF LAND SECTION 19. The Oshtemo Charter Township Zoning Ordinance is hereby amended to rezone approximately 47 acres in Section 19, Parcel No. 3905-19-430-010 from the "AG" Agricultural District to the "RR" Rural Residential District, described as follows:

The rezoning of approximately 47 acres located at 10145 West KL Avenue, Parcel No. 3905-19-430-010, from the "AG" Agricultural District to the "RR" Rural Residential District described more particularly as follows:

SEC 19-2-12 E ½ SE ¼ EXC E 20 R ALSO EXC S 40 R THEREOF.
*(H 19-12).

SECTION II. EFFECTIVE DATE AND REPEAL. All Ordinances or parts of Ordinances inconsistent with this amendment are hereby repealed. This Ordinance shall take effect in accordance with state law.

DEBORAH L. EVERETT, Clerk
OSHTEMO CHARTER TOWNSHIP

OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

MINUTES OF A MEETING HELD AUGUST 11, 2016

Agenda

PUBLIC HEARING: REZONING REQUEST
CONSIDERATION OF AN APPLICATION FROM JAMES GERESY, ON BEHALF OF LOUIS AND BARBARA GERESY, FOR THE REZONING OF APPROXIMATELY 47 ACRES LOCATED AT 10145 WEST KL AVENUE FROM AG: AGRICULTURAL DISTRICT TO THE RR: RURAL RESIDENTIAL DISTRICT. PARCEL NO. 3905-19-430-010.

PUBLIC HEARING: SPECIAL EXCEPTION USE REQUEST (WEATHERVANE STORAGE)
CONSIDERATION OF AN APPLICATION FROM WEATHERVANE STORAGE FOR A SPECIAL EXCEPTION USE AND SITE PLAN REVIEW TO CONSTRUCT A SELF-STORAGE FACILITY, PURSUANT TO SECTION 41.405 OF THE ZONING ORDINANCE AND THE REZONING CONDITIONS ADOPTED BY THE TOWNSHIP BOARD ON JUNE 28, 2016. THE SUBJECT PROPERTY IS LOCATED AT 4221 SOUTH 9TH STREET, IS ZONED I-1: INDUSTRIAL DISTRICT, AND IS APPROXIMATELY 10.82 ACRES. PARCEL NO. 3905-35-405-060.

A meeting of the Oshtemo Charter Township Planning Commission was held on Thursday, August 11, 2016, commencing at approximately 7:00 p.m. at the Oshtemo Charter Township Hall.

ALL MEMBERS WERE PRESENT:

Millard Loy, Chair
Fred Antosz, Vice-Chair
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. Approximately 10 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. 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.

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

Public Comment on Non-Agenda Items

Chairperson Loy noted there were no audience members who wished to comment on non-agenda items and proceeded to the next agenda item.

Approval of the Minutes of July 28, 2016

Chairperson Loy asked if there were any additions, deletions or corrections to the minutes of July 28, 2016. Hearing none, he asked for motion to approve the minutes.

Mr. Boulding, Sr. made a motion to approve the minutes of July 28, 2016 as presented. Mr. Antosz seconded the motion. The motion was approved unanimously.

PUBLIC HEARING: REZONING REQUEST CONSIDERATION OF AN APPLICATION FROM JAMES GERESY, ON BEHALF OF LOUIS AND BARBARA GERESY, FOR THE REZONING OF APPROXIMATELY 47 ACRES LOCATED AT 10145 WEST KL AVENUE FROM AG: AGRICULTURAL DISTRICT TO RR: RURAL RESIDENTIAL DISTRICT. PARCEL NO. 3905-19-430-010.

The Chairperson moved to the next item on the agenda and asked Ms. Johnston to review the application from James Geresy on behalf of Louis and Barbara Geresy for the rezoning of approximately 47 acres located at 10145 West KL Avenue form AG: Agricultural District to RR: Rural Residential District.

Ms. Johnston told Commissioners the applicant requested to have an approximately 47 acre parcel, located at the southeast corner of the West KL Avenue and 2nd Street intersection, rezoned from *AG: Agriculture District* to *RR: Rural Residential District*.

She noted the subject parcel has approximately 1,000 feet of frontage on West KL Avenue and 1,988 feet of frontage on 2nd Street. Currently being farmed and also the

location of a single-family home, the owners of the property intend to use the land for agriculture for only a few more years. Surrounding land uses consist solely of single-family residences, with the subject property being bounded to the north by unplatted Rural Residential (RR) zoned parcels as well as the small *Eggen's Acres* subdivision; to the east by a large RR parcel and the *Oshtemo Valley* and *Veracres* plats; to the west by a handful of Agriculturally zoned parcels currently being used for single-family homes; and to the south by two RR parcels. At this time Township Staff are not aware of any intentions to develop a subdivision or site condominium on the subject property.

Ms. Johnston noted the Board should consider generally recognized standards and noted, 1) the subject property is within an area that is intended to change from agricultural use to Rural Residential. The rezoning of the subject property from AG to RR would help to fulfill the future land use plans of the Township. Although the Master Plan *encourages* existing farms to continue to operate, the owners of the property intend to cease agricultural activity on the property in a few years, regardless of its zoning status, 2) this proposed rezoning is consistent with the prevalent zoning classification of the area, and 3) while some commercial agricultural operations do remain in the southwest quadrant of the Township, the predominant land use is single-family residential, even on some of the aforementioned smaller AG zoned parcels. The requested rezoning is consistent with this pattern.

Based upon the following considerations, Ms. Johnston said Staff recommended the Planning Commission forward the proposed rezoning to the Township Board with a favorable endorsement:

- The proposed rezoning is consistent with Oshtemo Township's future land use map and is supported by the Master Plan.

- The proposed rezoning is compatible with the surrounding land uses and zoning classifications.

- The proposed rezoning will not introduce any potential development patterns not already present in this part of the Township.

Chairperson Loy asked if there were questions for Ms Johnston.

In answer to questions from Ms. Smith, Ms. Johnston indicated lot sizes in RR are required to be 1-1/2 acres except for open space development which allows smaller lots, but a 40% open space configuration. She confirmed the 47 acres being considered consist of flat land.

Hearing no further questions from Board Members, Chairperson Loy asked if the applicant wished to speak.

Mr. James Geresy, 1288 Oshtemo Trace, Kalamazoo, MI 49009, explained his parents, owners of the land being considered for rezoning, are elderly and wish to

provide the land to him and his sister now. He intends to build a house in the back corner of the property. There is not intent to plat the land, but long term plans may include selling 2-3 5 acre parcels along 2nd Street.

The Chairperson determined Board Members had no questions for Mr. Geresy and asked if there was public comment.

Mr. Mark Barnes, 1314 S 2nd Street, said most of his questions had been answered and that Mr. Louis Geresy was a fabulous neighbor. He hoped positive action on this request will not precipitate rezoning to the west.

Ms. Johnston assured him there were no plans for Township initiated rezoning.

Chairperson Loy moved to Board Deliberations.

Ms. Jackson said the rezoning of the parcel is consistent with the Master Plan, fitting the Planning Commission's charge, and that the property fits in RR.

Ms. Farmer said she is always sorry to lose farm land, but the request fits the Master Plan and she supports the rezoning.

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

Mr. Antosz made a motion to recommend endorsement to the Township Board of the request for rezoning from AG to RR, the 47 acres at 10145 West KL Avenue based on the three considerations by Staff. The motion was supported by Mr. Boulding, Sr. The motion carried unanimously.

PUBLIC HEARING: SPECIAL EXCEPTION USE REQUEST (WEATHERVANE STORAGE)
CONSIDERATION OF AN APPLICATION FROM WEATHERVANE STORAGE FOR A SPECIAL EXCEPTION USE AND SITE PLAN REVIEW TO CONSTRUCT A SELF-STORAGE FACILITY, PURSUANT TO SECTION 41.405 OF THE ZONING ORDINANCE AND THE REZONING CONDITIONS ADOPTED BY THE TOWNSHIP BOARD ON JUNE 28, 2016. THE SUBJECT PROPERTY IS LOCATED AT 4221 SOUTH 9TH STREET, IS ZONED I-1:INDUSTRIAL DISTRICT, AND IS APPROXIMATELY 10.82 ACRES. PARCEL NO. 3905-35-405-060.

Chairperson Loy moved to the next item on the agenda and asked Ms. Johnston to review the application for special exception use and site plan review from Weathervane Storage.

Ms. Johnston told the Board the applicant is seeking site plan and special exception use approval from the Oshtemo Township Planning Commission to establish a self-storage facility on the eastern three quarters of the subject property, once the

Memo

To: Oshtemo Charter Township Board

From: Ben Clark, Zoning Administrator

Date: August 19th, 2016

Subject: Storm water and access easements for Kalamazoo Storage, LLC

OBJECTIVE

Township Board approval of a storm water easement and an access easement across Township owned property, to be granted to Kalamazoo Storage, LLC, located at the northeast corner of Stadium Drive and Stadium Park Way.

BACKGROUND

At its July 28th, 2016 meeting, the Oshtemo Township Planning Commission granted conditional approval for a new self-storage facility to be located at 7694 Stadium Drive, at the intersection of Stadium Drive and Stadium Park Way. Initially, the applicant had intended to use a preexisting curb cut on Stadium Drive in order for customers to access the site, but Township staff expressed during the review process that closing the driveway would be preferential, favoring access via Stadium Park Way instead, and that public, health, safety, and general welfare would be better served if all motorized access points to the property were instead situated on the less busy of the two roads on which the subject property has frontage. Willing to work with Oshtemo, the applicant asked if the Township would be willing to allow the installation of a driveway across a small, practically undevelopable parcel owned by the municipality near the intersection of Stadium and Stadium Park Way that was created when the latter roadway was constructed. This compromise achieved both Township staffs' goal of closing the old curb cut on Stadium Drive while still allowing the applicant a driveway that would be relatively visible to customers from the busy adjacent roadway. In order to finalize permission for this planned driveway, which is indicated on the approved site plan, the applicant must secure an access easement from the Township.

Similar to the above scenario, during the site plan review process prior to the July 28th Planning Commission meeting, Township staff asked the applicant to reshape a proposed rectangular storm water retention feature near the subject property's Stadium Drive frontage to a more organic shape. Not necessarily needing the extra retention capacity but willing to consider the Township's requested change, the applicant agreed to reshape the basin to make it more aesthetically pleasing, provided the feature be allowed to encroach onto the adjacent parcel to the West owned by Oshtemo in order to ensure proper functionality. Illustrated on the approved site plan for this project, the establishment of the reshaped basin requires that the Township grant an easement to the applicant.

As conditions for granting these two easements, staff recommends that the applicant also agree to mow the property and keep it free of refuse. The Township has faced difficulties in the past with regards to the upkeep and general maintenance of this parcel, and placing it under the stewardship of the applicant would benefit both the municipality and the community in general. It would also be prudent to require that the applicant indemnify the Township in their insurance. This would absolve Oshtemo of any liability if a vehicle collision or other mishap were to occur on the Township owned property involving any patron or employee of Kalamazoo Storage, LLC.

INFORMATION PROVIDED

Along with this memo, staff has included an excerpt from the approved site plan as well as drafts of the two proposed easements, which include exhibits illustrating the two properties in question—the Township owned parcel as well as the future site of Kalamazoo Storage, indicated on Exhibit 1 of the agreement documents as Parcel A and Parcel B, respectively.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Staff requests that the Township Board approve the granting of the two proposed easements to the applicant, allowing development of the property in accordance with the approved site plan.

ACCESS EASEMENT AGREEMENT

KALAMAZOO STORAGE, LLC

This Agreement (the "Agreement") is entered into as of the ____ day of _____, 2016, between Oshtemo Charter Township, 7275 West Main Street, Kalamazoo, Michigan 49009, hereinafter referred to as the "GRANTOR," and KALAMAZOO STORAGE, LLC, 7694 Stadium Drive, Kalamazoo, Michigan 49009, hereinafter referred to as "GRANTEE" on the terms and conditions set forth below.

1. BACKGROUND AND PURPOSE. The purpose of this Agreement is to allow GRANTEE to develop a storage facility on its property located in Oshtemo Charter Township without creating a curb-cut on Stadium Drive. In order to eliminate the curb-cut on Stadium Drive, the GRANTOR, as the owner of property located on Stadium Parkway, is willing to allow access across its property for a driveway to serve the property of GRANTEE.

2. PROPERTY AFFECTED. The GRANTOR owns a parcel of property identified on Exhibit 1 as Parcel A. GRANTEE owns an adjacent property identified on Exhibit 1 as Parcel B.

3. EASEMENT GRANTED. In consideration of the GRANTOR's grant of an access easement, GRANTEE accepts the conditions herein, and the parties agree to a non-perpetual, non-exclusive easement over the GRANTOR's property as described on Exhibit 2 and as shown on the attached Exhibit 3 for driveway use for ingress and egress.

4. TERMS AND CONDITIONS. Because the GRANTOR is granting an access easement across its property (Parcel A) for driveway purposes, GRANTEE agrees to the following terms and conditions in order to be allowed the continued use of the access easement:

a. Construction Requirements:

The driveway constructed across the easement shall be constructed of concrete, asphalt, or other appropriate all-weather surface. The driveway will be constructed in such a manner of sufficient size to comply with all the requirements of the Township's Ordinances and the Township's Access Management Plan, as well as any site plan approval required by the GRANTOR or other regulatory governmental authority having jurisdiction over the construction.

b. Maintenance.

The driveway will be maintained in good repair by the GRANTEE at its sole cost and expense including the repair of cracks, potholes, replacement of the driveway surface, as well as snowplowing.

c. General Maintenance.

In addition to maintaining the driveway, the GRANTEE shall also be responsible for the general maintenance of all of Parcel A including mowing, trash removal and insurance. GRANTEE shall obtain liability insurance as part of its owner's policy to cover any liability which arises as a result of the use by the GRANTEE of GRANTOR's parcel of property, and the easement granted hereunder shall name GRANTOR as an additional insured on the owner's policy and provide evidence of the same to GRANTOR on an annual basis.

5. INDEMNIFICATION. The GRANTEE shall indemnify and hold the GRANTOR harmless from any and all claims, debts, causes of action, or judgments of any damage to any property, or injury to any person that may arise out of the use of the easement or surrounding property by itself, its agents, employees, representatives, invitees and/or contractors. This provision shall survive the termination of this Agreement.

6. JURISDICTION. Any disputes under this conveyance shall be subject to the laws of the State of Michigan, and venue for all disputes shall lie in the County of Kalamazoo.

7. SEVERABILITY. If any term, covenant, or condition of this Access Easement Agreement, or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, and the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. NOTICE. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing, or in the form of an electronic or facsimile transmission that provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage paid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or new facsimile transmission number to the other as provided for in this section.

9. ENTIRE AGREEMENT. This Agreement, and all exhibits, constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the driveway access easement between the parties, whether written or oral, shall be of no further force and/or effect. This Agreement may not be modified except by a written document signed by both parties.

10. EXHIBITS.

Exhibit 1	Property Affected
Exhibit 2	Easement Description

11. EFFECTIVE DATE. The parties, having signed this Agreement on this date, shall be effective as of the day and year first above.

OSHTEMO CHARTER TOWNSHIP

By: _____

Its: _____

KALAMAZOO STORAGE, LLC

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Elizabeth Heiny-Cogswell, on behalf of Oshtemo Charter Township, Grantor, as its Supervisor.

_____
Notary Public,
_____ County, State of Michigan
Acting in Kalamazoo County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this __ day of _____, 2016, by _____, on behalf of KALAMAZOO STORAGE, LLC, Grantee.

_____
Notary Public,
_____County, State of Michigan
Acting in Kalamazoo County, Michigan
My commission expires: _____

Drafted by and when recorded return to:
JAMES W. PORTER
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009
(269) 375-7195

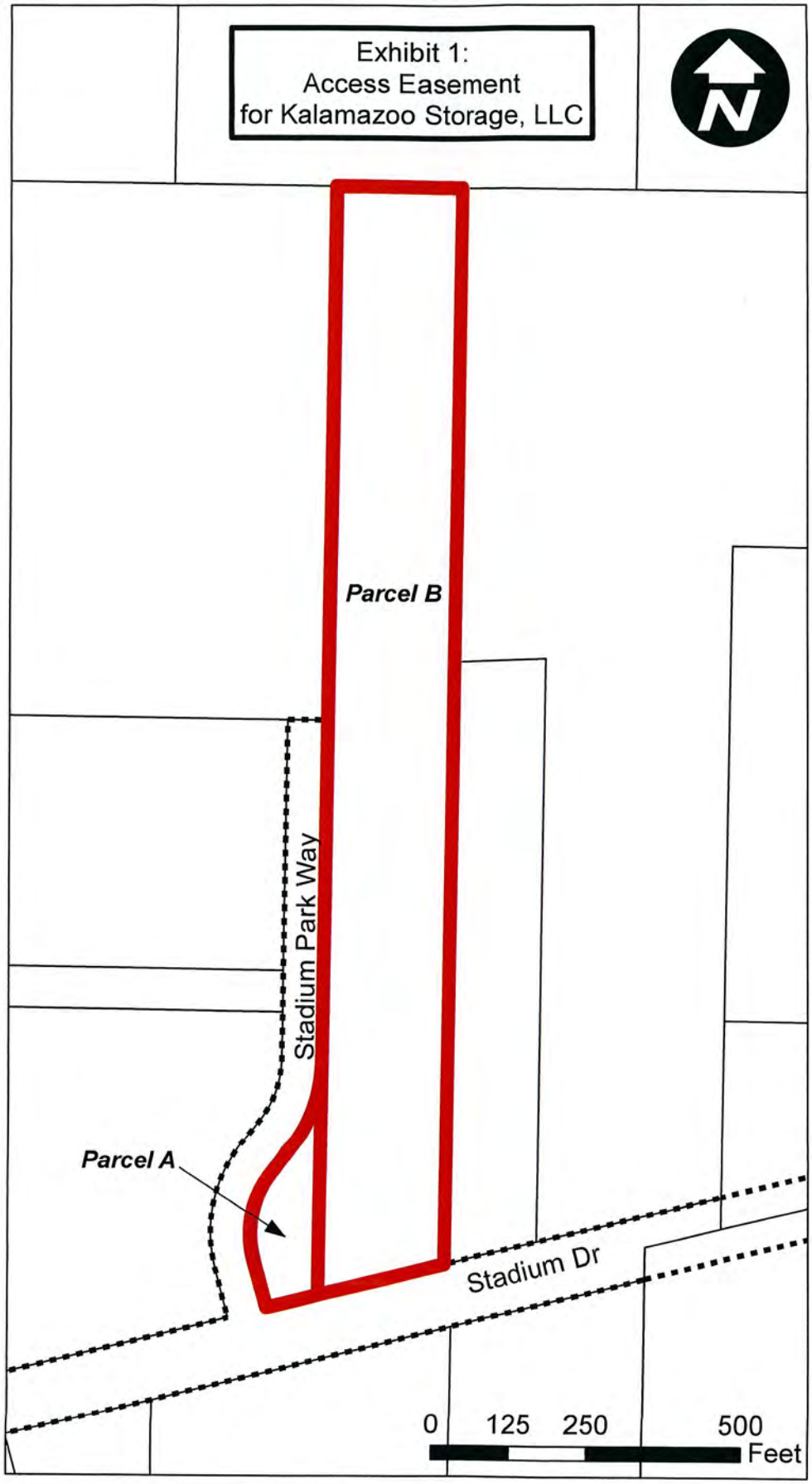


Exhibit 1:
Access Easement
for Kalamazoo Storage, LLC
N
Parcel B
Stadium Park Way
Parcel A
Stadium Dr
0
125
250
500
Feet

EXHIBIT 2

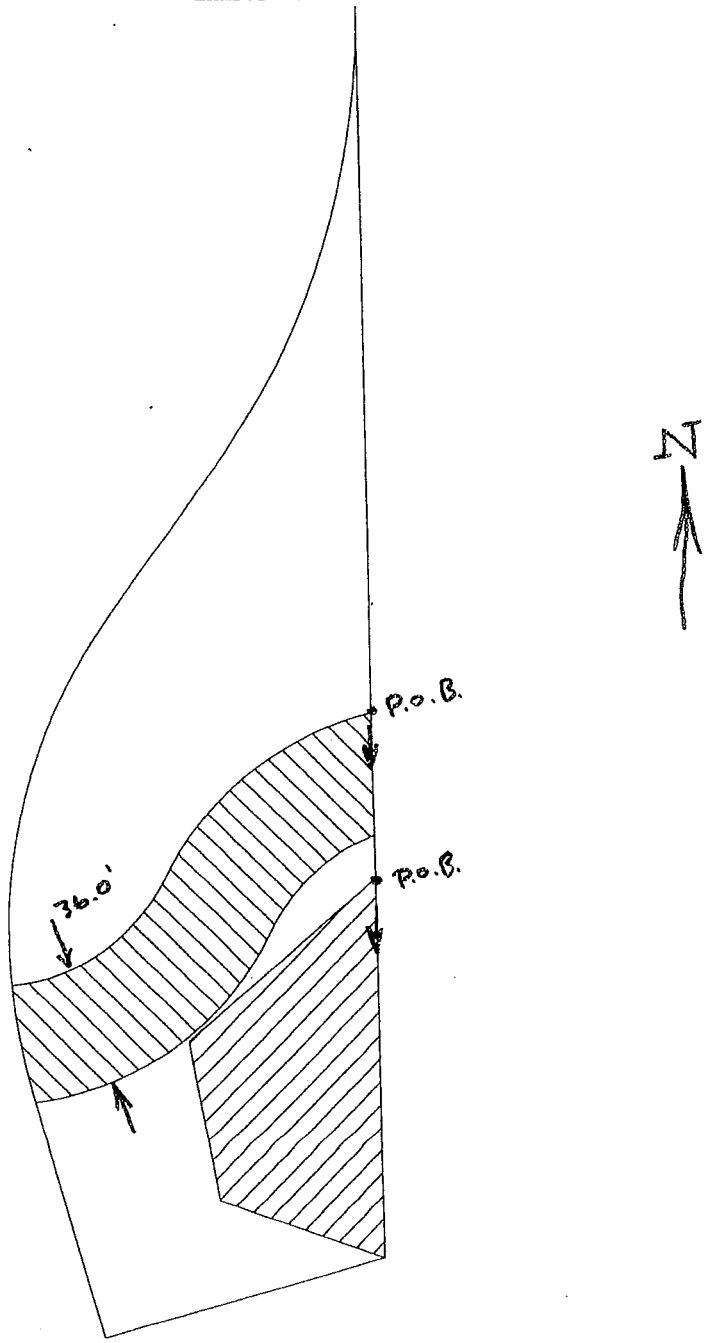
PARCEL DESCRIPTION
for ACCESS EASEMENT

A parcel of land situated in the Northwest quarter of Section 34, Town 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan being more particularly described as:

Commencing at the Northwest corner of Section 34, Town 2 South, Range 12 West; Oshtemo Township, Kalamazoo County, Michigan; thence N. 89°14'37" E. 1579.54 feet along the North line of the Northwest quarter of said Section 34; thence S. 00°34'58" E. 1618.17 feet to the **Place of Beginning**; thence continuing S. 00°34'58" E. 37.23 feet; thence Southwesterly 44.15 feet along the arc of a non-tangent curve to the left having a radius of 57.00 feet, a central angle of 44°22'32", and a chord of S. 48°15'58" W. 43.05 feet; thence Southwesterly 92.23 feet to the Easterly right-of-way line of Stadium Parkway (66.0 foot wide public road) along the arc of a reverse curve to the right having a radius of 93.00 feet, a central angle of 56°49'12", and a chord of S. 54°29'18" W. 88.49 feet; thence N. 15°40'15" W. 4.96 feet along said Easterly right-of-way line; thence Northwesterly 31.24 feet along said Easterly right-of-way line along the arc of a curve to the right having a radius of 167.00 feet, a central angle of 10°43'08", and a chord of N. 10°18'41" W. 31.20 feet; thence Northeasterly 59.01 feet along the arc of a non-tangent curve to the left having a radius of 57.00 feet, a central angle of 59°19'12", and a chord of N. 55°44'18" E. 56.41 feet; thence Northeasterly 84.16 feet along the arc of a reverse curve to the right having a radius of 93.00 feet, a central angle of 51°50'59", and a chord of N. 52°00'11" E. 81.32 feet to the Place of Beginning, containing 0.12 acre of land.

Parcel description is subject to revision based on any future field Boundary Survey of described area.

EXHIBIT 3



STORM WATER BASIN EASEMENT AGREEMENT

KALAMAZOO STORAGE, LLC

This Agreement (the "Agreement") is entered into as of the ____ day of _____, 2016, between Oshtemo Charter Township, 7275 West Main Street, Kalamazoo, Michigan 49009, hereinafter referred to as the "GRANTOR," and KALAMAZOO STORAGE, LLC, 7694 Stadium Drive, Kalamazoo, Michigan 49009, hereinafter referred to as "GRANTEE" on the terms and conditions set forth below.

1. BACKGROUND AND PURPOSE. Having entered into an Access Easement Agreement in order to reduce curb-cuts on Stadium Drive, and GRANTEE needing to address water runoff from the proposed driveway to be constructed on GRANTOR's property, as well as additional runoff from its property, the purpose of this Agreement is to allow GRANTEE to develop a storm water basin, and GRANTOR is willing to allow the construction and use of its property located in Oshtemo Charter Township for storm water runoff and a storm water management basin.

2. PROPERTY AFFECTED. The GRANTOR owns a parcel of property identified on Exhibit 1 as Parcel A. GRANTEE owns an adjacent property identified on Exhibit 1 as Parcel B.

3. EASEMENT GRANTED. In consideration of the GRANTOR's grant of a Storm Water Basin Easement, GRANTEE accepts the conditions herein, and the parties agree to a non-perpetual, non-exclusive easement over the GRANTOR's property as described on attached Exhibit 2 and as shown on the attached Exhibit 3 for a Storm Water Basin Easement.

4. TERMS AND CONDITIONS. Because the GRANTOR is granting a Storm Water Basin Easement upon its property (Parcel A) GRANTEE agrees to the following terms and conditions in order to be allowed the continued use of the access easement:

a. Construction Requirements:

The storm water basin shall be constructed pursuant to the site plan approval required by GRANTOR and reviewed and approved by the GRANTOR's Engineer.

b. General Maintenance.

In addition to maintaining the storm water basin, the GRANTEE shall also be responsible for the general maintenance of all of Parcel A including mowing, trash removal and insurance. GRANTEE shall obtain liability insurance as part of its owner's policy to cover any liability which arises as a result of the use by the GRANTEE of GRANTOR's parcel of property, and the easement granted hereunder shall name GRANTOR as an additional insured on the owner's policy and provide evidence of the same to GRANTOR on an annual basis.

5. INDEMNIFICATION. The GRANTEE shall indemnify and hold the GRANTOR harmless from any and all claims, debts, causes of action, or judgments of any damage to any property, or injury to any person that may arise out of the use of the easement or surrounding property by itself, its agents, employees, representatives, invitees and/or contractors. This provision shall survive the termination of this Agreement.

6. JURISDICTION. Any disputes under this conveyance shall be subject to the laws of the State of Michigan, and venue for all disputes shall lie in the County of Kalamazoo.

7. SEVERABILITY. If any term, covenant, or condition of this Access Easement Agreement, or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, and the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. NOTICE. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing, or in the form of an electronic or facsimile transmission that provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage paid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or new facsimile transmission number to the other as provided for in this section.

9. ENTIRE AGREEMENT. This Agreement, and all exhibits, constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the driveway access easement between the parties, whether written or oral, shall be of no further force and/or effect. This Agreement may not be modified except by a written document signed by both parties.

10. EXHIBITS.

Exhibit 1	Property Affected
Exhibit 2	Easement Description

11. EFFECTIVE DATE. The parties, having signed this Agreement on this date, shall be effective as of the day and year first above.

OSHTEMO CHARTER TOWNSHIP

By: _____
Elizabeth Heiny-Cogswell

Its: Supervisor

KALAMAZOO STORAGE, LLC

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Elizabeth Heiny-Cogswell, on behalf of Oshtemo Charter Township, Grantor, as its Supervisor.

_____
Notary Public,
_____ County, State of Michigan
Acting in Kalamazoo County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF KALAMAZOO)

The forgoing instrument was acknowledged before me this __ day of _____, 2016, by _____, on behalf of KALAMAZOO STORAGE, LLC, Grantee.

_____
Notary Public,
_____County, State of Michigan
Acting in Kalamazoo County, Michigan
My commission expires: _____

Drafted by and when recorded return to:
JAMES W. PORTER
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009
(269) 375-7195

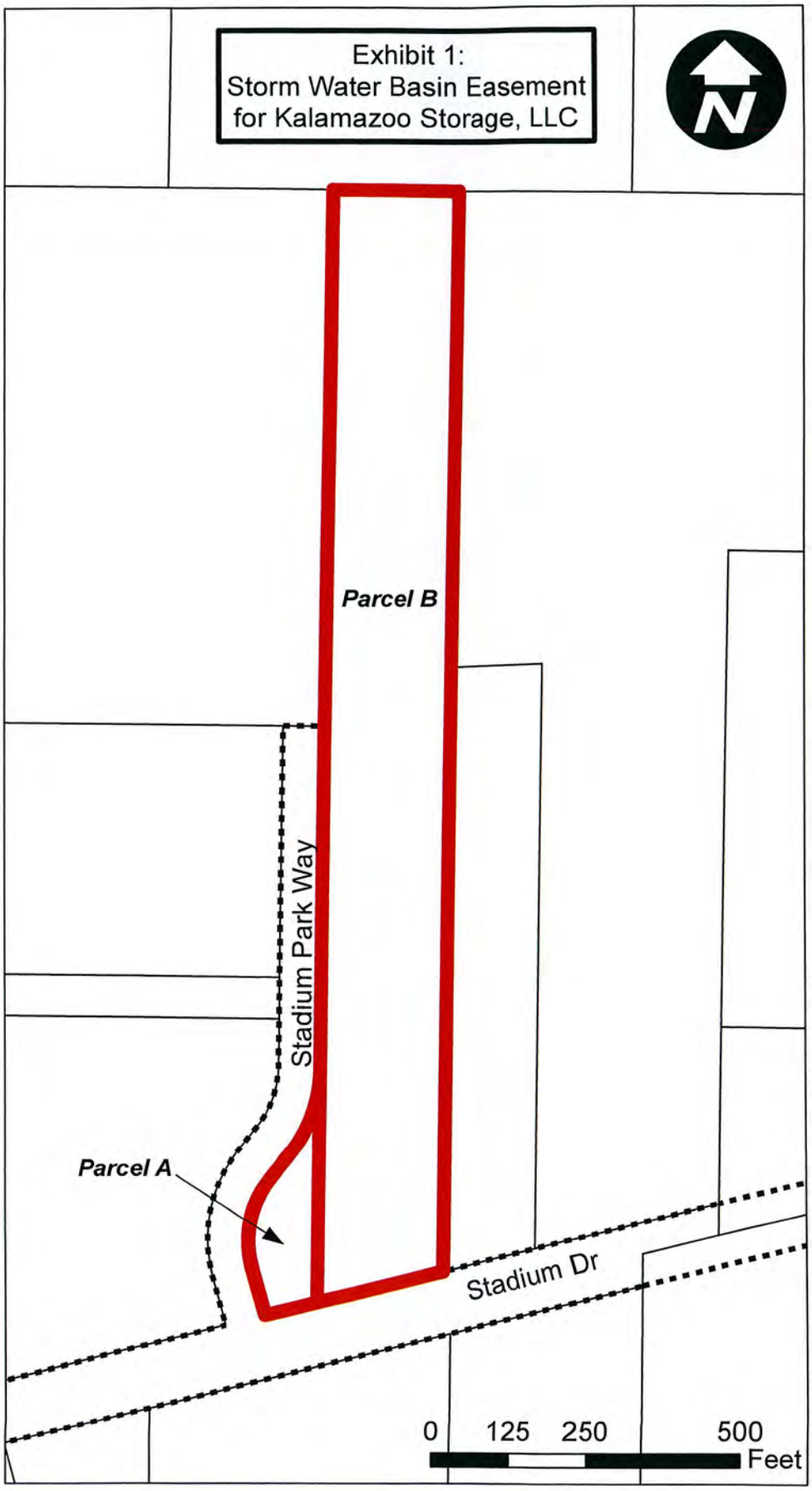


Exhibit 1:
Storm Water Basin Easement
for Kalamazoo Storage, LLC
N
Parcel B
Stadium Park Way
Parcel A
Stadium Dr
0
125
250
500
Feet

EXHIBIT 2

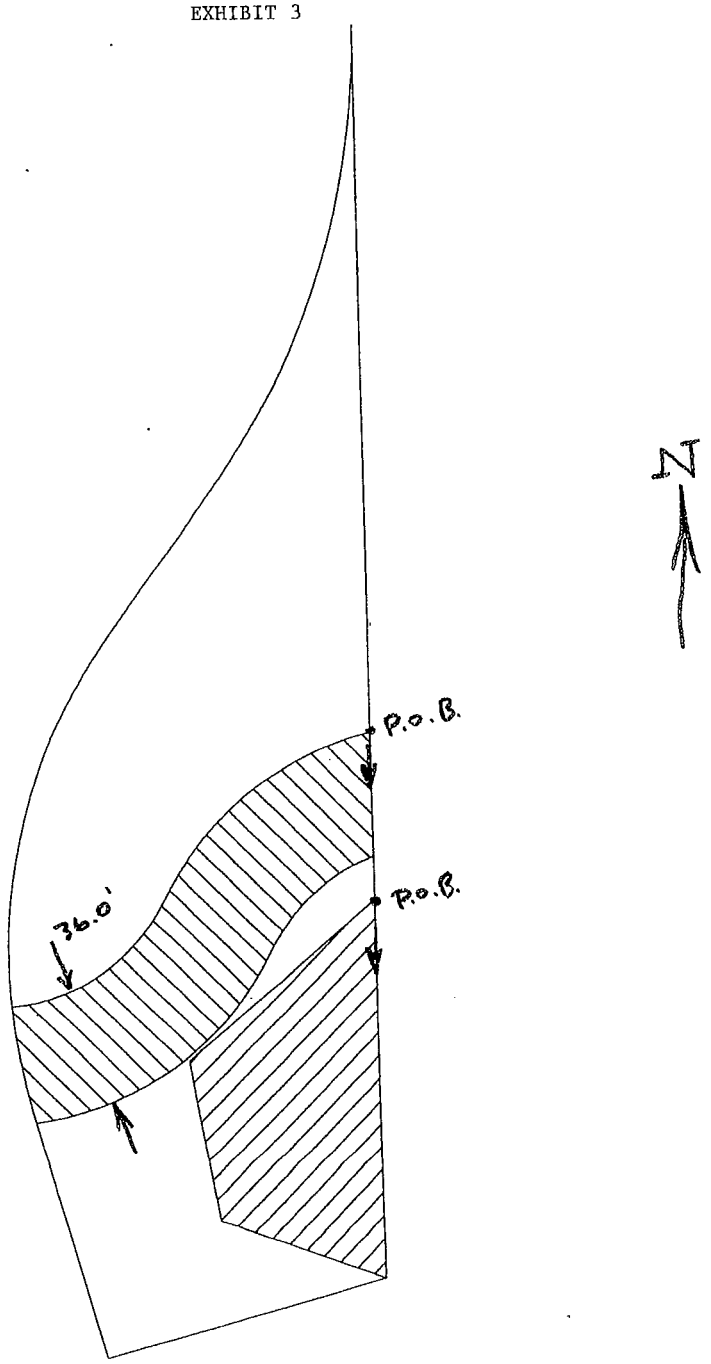
PARCEL DESCRIPTION
for STORM WATER
BASIN EASEMENT

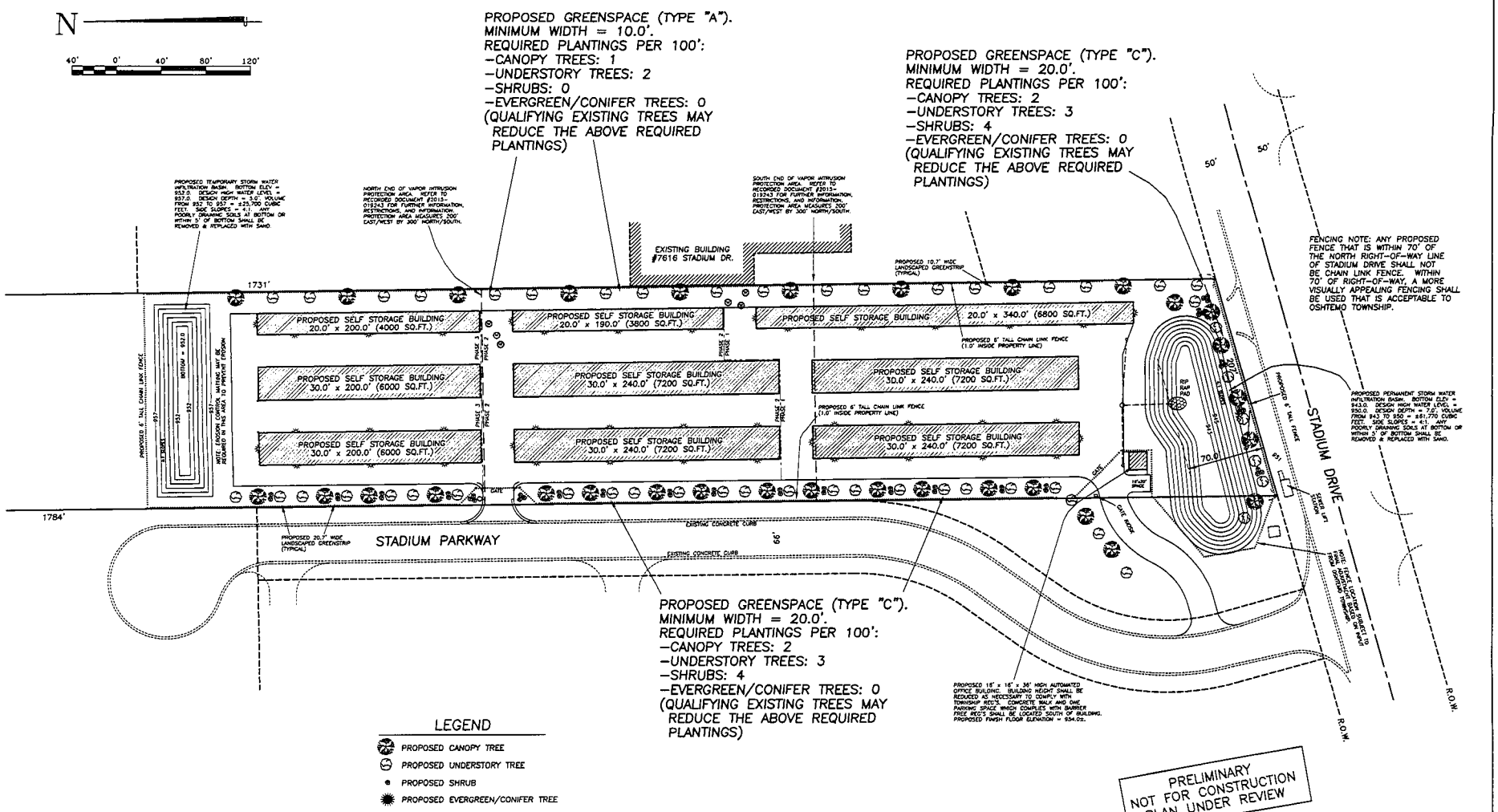
A parcel of land situated in the Northwest quarter of Section 34, Town 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan being more particularly described as:

Commencing at the Northwest corner of Section 34, Town 2 South, Range 12 West; Oshtemo Township, Kalamazoo County, Michigan; thence N. 89°14′37″ E. 1579.54 feet along the North line of the Northwest quarter of said Section 34; thence S. 00°34′58″ E. 1668.44 feet to the **Place of Beginning**; thence continuing S. 00°34′58″ E. 115.60 feet to the Northerly right-of-way line of Stadium Drive (public right-of-way); thence N. 70°23′41″ W. 53.27 feet; thence N. 10°02′41″ W. 49.74 feet to a line extending S. 49°47′50″ W. from said Place of Beginning; thence N. 49°47′50″ E. 75.52 feet to the Place of Beginning, containing 0.10 acre of land.

Parcel description is subject to revision based on any future field Boundary Survey of described area.

EXHIBIT 3





LEGEND

- PROPOSED CANOPY TREE
- PROPOSED UNDERSTORY TREE
- PROPOSED SHRUB
- PROPOSED EVERGREEN/CONIFER TREE

NOTE: ALL TYPES OF PLANTINGS AND SIZES SHALL COMPLY WITH SECTION 75.00 (LANDSCAPING) OF THE OSHTEMO TOWNSHIP ORDINANCE.

PHASING:
PHASE 1: SOUTHERLY 3 BUILDINGS, SOUTH BASIN, & ENTRY.
PHASE 2: MIDDLE 3 BUILDINGS.
PHASE 3: NORTHERLY 3 BUILDINGS & NORTHERLY BASIN.

72 HOURS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

LANDSCAPE PLAN KALAMAZOO STORAGE, LLC PROPERTY IN NW 1/4 OF SECTION 34, T25, R12W, OSHTEMO TWP, KALAMAZOO COUNTY, MICHIGAN	DATE: 6/09/2016 REVISED: 7/19/2016 REVISED: 7/14/2016
Ingersoll, Watson & McMachen, Inc. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS 1133 East Milham Road · Kalamazoo, Michigan 49002 · Area 269 344-8165 · Fax 269 344-0555	SHEET: 4 JOB No.: 36534

8

Memo

To: Oshtemo Charter Township Board

From: James W. Porter

Date: August 9, 2016

Subject: Proposed Amendment to State Construction Code Ordinance

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OBJECTIVE

The primary objective is to remove all references to KABA in Ordinance No. 530.

BACKGROUND

The Township adopted the State Construction Code Ordinance No. 530, which was adopted on September 11, 2012. References to KABA in Sections III, IV and V, now need to be removed. The new amendments will allow the Board to establish a Building Authority if it chooses. Should it decide not to establish an Authority, or withdraw from the Authority, the Board then would take over and establish a Building Department and exercise responsibility for enforcement and establishment of fees, as well as appointing members to a Construction Board of Appeals.

INFORMATION PROVIDED

A copy of the proposed Ordinance Amendment is attached showing the new language changes to Ordinance No. 530 highlighted in red and strikeouts through eliminated language.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

I am asking the Board to approve for first reading the attached amendment to Ordinance No. 530.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. ____

ADOPTED: _____, 2016

EFFECTIVE: _____, 2016

STATE CONSTRUCTION CODE ORDINANCE

This Ordinance amends the provisions of the Oshtemo Charter Township State Construction Code Ordinance No. 530 adopted on September 11, 2012, and repeals all Ordinances or parts of Ordinances in conflict.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I. AMENDMENT TO COMPILED SECTION 274.003 DESIGNATION OF ENFORCING AGENCY. Section III. is amended to read as follows:

274.003 Designation of enforcing agency.

Sec. III.

In accordance with the Urban Cooperation Act (1967 P.A. Ex. Ses 7), Section 8b of the Construction Code Act, and other pertinent Michigan statutes, the Township ~~has~~ is authorized to entere~~d~~ into an agreement with other governmental subdivisions for the joint administration and enforcement of the Construction Code Act, the State Construction Code and this Ordinance through a separate legal entity which ~~is~~ shall be a public body corporate established under the Urban Cooperation Act hereinafter referred to as the Authority. ~~and is known as the Kalamazoo Area Building Authority ("KABA"). Consistent with that agreement,~~ tThe Township ~~hereby~~ may designate ~~designates~~ the person(s) appointed and employed by ~~KABA~~ the Authority as Building Official(s) ~~as~~ of the enforcing agency to discharge the responsibility of the Township for the administration and enforcement of the Construction Code Act, the State Construction Code, and this Ordinance. If no Authority is established, the Township Board shall establish a Building Department to administer and enforce the State Construction Code.

SECTION II. AMENDMENT TO COMPILED SECTION 274.004 FEES. Section IV. is amended to read as follows:

274.004 Fees.

Sec. IV.

If the Township Board, by resolution, establishes an Authority to enforce the State Construction Code, ~~T~~the Board of Directors of ~~KABA~~ the Authority is hereby given the ~~authority~~ power to establish by resolution at any public meeting a schedule of fees, rates and charges for the administration and enforcement of the Construction Code Act, the State Construction Code and this Ordinance, and for the conducting of various activities authorized by said Act/Code and this Ordinance; provided that the same shall be reasonable and bear a reasonable relationship to the cost and expense of such administration, enforcement and activity. The Board of Directors of ~~KABA~~ the Authority shall further have the right to amend by resolution the aforementioned schedule from time to time within the foregoing limits of reasonableness. If no Authority Board is established, the Township Board shall set the fees for its Building Department.

SECTION III. AMENDMENT TO COMPILED SECTION 274.005 CONSTRUCTION BOARD OF APPEALS. Section V., Subsection A. and sub-paragraph (6) are amended to read as follows:

274.005 Construction board of appeals.

Sec. V.

A. General. If the Township Board establishes an Authority, ~~There is hereby~~ the Authority Board shall establish~~ed~~ a Construction Board of Appeals (also referred to as a "Building Board of Appeals") of seven (7) members appointed by the ~~Board of Directors of KABA~~ Authority as follows:

(1) One person who is experienced as a major general contractor.

(2) One person who is experienced in residential construction.

(3) One person who is a registered professional engineer or architect.

(4) One person who is experienced in electrical contracting work.

(5) One person who is experienced in mechanical contracting work.

(6) Two (2) other persons deemed by the ~~Board of Directors of KABA~~ Authority to be qualified by training or experience to perform the duties of the Construction Board of Appeals.

If no Authority Board is established, the Township Board shall appoint the representatives of the Construction Board of Appeals.

SECTION IV. EFFECTIVE DATE. This Ordinance shall take effect upon publication after adoption in accordance with State law. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

DEBORAH L. EVERETT, CLERK
OSHTEMO CHARTER TOWNSHIP

8.d.

Memo

To: Oshtemo Charter Township Board

From: James W. Porter

Date: August 18, 2016

Subject: Amendments to:

Medical Marihuana Operations Ordinance	(Ord. No. 521) – Adopted June 28, 2011;
Anti-Noise and Public Nuisance Ordinance	(Ord. No. 176) – Adopted August 25, 1981;
Wastewater Service Ordinance	(Ord. No. 208) – Adopted February 19, 1985;
Dangerous Buildings Ordinance	(Ord. No. 98) – Adopted November 13, 1973;
Outdoor Wood-Fired Furnaces Ordinance	(Ord. No. 507) – Adopted November 24, 2009;
Rental Housing Ordinance	(Ord. No. 502) – Adopted June 9, 2009; and
Floodplain Management Ordinance	(Ord. No. 510) – Adopted February 9, 2010

OBJECTIVE

To remove all reference to the Kalamazoo Area Building Authority (KABA) from the above Township Ordinances.

BACKGROUND

The Township Board determined to leave the Kalamazoo Area Building Authority and form a new Authority known as the Southwest Michigan Building Authority (SMBA). In order to avoid changes in the future, depending on whether the Board stays with SMBA or establishes its own building authority, we have created a generic reference to either the Township Official or the Authority Officials in reference to the above listed Ordinances.

INFORMATION PROVIDED

Attached is a proposed Ordinance Amendment with red-lined revisions to the various Ordinances referenced.

STATEMENT OF WHT YOU ARE ASKING BOARD TO APPROVE

To accept for first reading the proposed Ordinance Amendment to delete all references to KABA and substitute with references to Township and/or Authority Officials.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. ____

Adopted: _____, 2016

Effective: _____, 2016

This Ordinance amends the following Oshtemo Charter Township Ordinances in transitioning ~~to~~ away from the Kalamazoo Area Townships Building Authority ("KABA").

Medical Marihuana Operations Ordinance	(Ord. No. 521) – Adopted June 28, 2011;
Anti-Noise and Public Nuisance Ordinance	(Ord. No. 176) – Adopted August 25, 1981;
Wastewater Service Ordinance	(Ord. No. 208) – Adopted February 19, 1985;
Dangerous Buildings Ordinance	(Ord. No. 98) – Adopted November 13, 1973;
Outdoor Wood-Fired Furnaces Ordinance	(Ord. No. 507) – Adopted November 24, 2009;
Rental Housing Ordinance	(Ord. No. 502) – Adopted June 9, 2009; and
Floodplain Management Ordinance	(Ord. No. 510) – Adopted February 9, 2010

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

SECTION I. AMENDMENT OF MEDICAL MARIHUANA OPERATIONS ORDINANCE NO. 521, COMPILED SECTION 126.000. Compiled Section 126.000 - Medical Marihuana Operations Ordinance No. 521 - Subsection V. Registration, inspection and licensure requirements, 1Subsection 3 Requirements and standards for licensure, Paragraph d is hereby amended to read as follows:

d. Electrical and plumbing inspectors (and other inspector(s) within whose expertise an inspection is deemed necessary by the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code), must annually inspect and provide a report confirming that all lighting, plumbing, equipment, and all other means proposed to be used at a Facility to grow, cultivate or distribute marihuana is in accordance with applicable codes.

SECTION II. AMENDMENT OF ANTI-NOISE AND PUBLIC NUISANCE ORDINANCE NO. 176, COMPILED SECTION 214.000. Compiled Section 214.000 – Anti-Noise and Public Nuisance Ordinance No. 176 - Subsection III. Anti-Noise regulations, Paragraph C Exceptions, Subparagraph 6 Emergency construction is hereby amended to read as follows:

6. *Emergency construction.* Construction on any building in any zoning district can occur with a permit from the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code, to make "emergency" repairs to buildings from damage such as wind, fire, tornado, etc.

SECTION III. AMENDMENT OF WASTEWATER SERVICE ORDINANCE NO. 208, COMPILED SECTION 232.000. Compiled Section 232.000 – Wastewater Service Ordinance No. 208 - Subsection 11. Water used for cooling purposes, Paragraph (b) is hereby amended to read as follows:

(b) No equipment using direct or indirect water cooling may be installed in the Township unless a means of water disposal other than discharge into the Township's sanitary sewers is provided. No person desiring to use any such equipment shall commence installing the same until there has been filed with the Director such information as in his judgment is necessary to enable him to determine whether or not such equipment meets the requirements of this section. No permit for the installation of any such equipment may be issued by the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code, involving a connection to the Township's storm sewers until a permit has been obtained from the Director.

SECTION IV. AMENDMENT OF WASTEWATER SERVICE ORDINANCE NO. 208, COMPILED SECTION 232.000. Compiled Section 232.000 – Wastewater Service Ordinance No. 208 - Subsection 12. Discharge into storm sewers, Paragraph (b) is hereby amended to read as follows:

(b) No person shall connect or attach any downspout, pipe or drain, or cause the same to be connected or attached, to any

public storm sewer, without first having obtained permission, in writing, so as to do from the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~ as the designated agency of the Township to administer and enforce the State Construction Code. Application for such permission shall be filed with the ~~KABA~~ Township Officials and/or Authority Building Officials and shall state the location of the connection and the name and address of the owner and occupant of the premises to be connected and shall be accompanied by sufficient plans and specifications as to enable the ~~KABA~~ Township Officials and/or Authority Building Officials to determine whether the same is proposed to be done in a good and workmanlike manner and in accordance with standard practices and so as not to endanger pedestrians and others using the public streets, alleys, and places. Upon compliance with the foregoing requirements, the ~~KABA~~ Township Officials and/or Authority Building Officials shall issue such permit, but upon the express condition that the applicant shall not use the downspout, pipe or drain, or permit the use thereof, for any of the purposes other than those allowed and set forth in subsection (a) of this section.

SECTION V. <u>AMENDMENT OF DANGEROUS BUILDINGS ORDINANCE NO. 98, COMPILED SECTION 253.000</u>. Compiled Section 253.000 – Dangerous Buildings Ordinance No. 98 - Subsection IV. Notice of dangerous conditions, Paragraph (C) is amended to read as follows:

(C) The first notice shall specify the time and place to meet with the Oshtemo Charter Township Ordinance Enforcement Officer to discuss the status of the building or structure, and what steps need to be taken to demolish or otherwise make the building safe. If a satisfactory resolution cannot be reached between the Ordinance Enforcement Officer and the building owner, the matter shall be referred to the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code. ~~KABA~~ Authority Building Officials shall be requested to inspect the building or structure and provide a written opinion as to whether the building or structure constitutes a dangerous building under the Township Ordinance. If the Township Officials and/or ~~KABA~~ Authority Building Officials determine that the building or structure is a dangerous building, pursuant to the Ordinance, a final notice shall be served on the owner, agent or lessee that is registered with the Township.

SECTION VI. AMENDMENT OF DANGEROUS BUILDINGS ORDINANCE NO. 98, COMPILED SECTION 253.000. Compiled Section 253.000 – Dangerous Buildings Ordinance No. 98 - Subsection V. Hearing officer, Paragraph (C) is amended to read as follows:

> (C) At the hearing, the Hearing Officer shall take testimony of the Township Ordinance Enforcement Officer, Township Officials and/or Townships ~~Kalamazoo Area~~ Building Authority ~~("KABA") Building~~ Officials, the owner of the property, lessee of the property and any interested party. Not more than five days after the completion of the hearing, the Hearing Officer shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained.

SECTION VII. AMENDMENT OF OUTDOOR WOOD-FIRED FURNACES ORDINANCE NO. 507, COMPILED SECTION 257.000. Compiled Section 257.000 – Wood-Fired Furnaces Ordinance No. 507 - Subsection VI. Required setbacks, is amended to read as follows:

> The outdoor wood-fired furnace shall not be installed in a location within two hundred (200) feet of any residential building not served by said furnace. The outdoor wood-fired furnace shall be located in the rear yard of the property and at least fifty (50) feet from all property lines. The outdoor wood-fired furnace must be within forty (40) feet of the residence it services. The designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~ as the designated agency of the Township to administer and enforce the State Construction Code, may modify the setbacks on a case-by-case basis, if necessary, to comply with the manufacturer's recommendations or if the same would not create a nuisance for neighbors.

SECTION VIII. AMENDMENT OF OUTDOOR WOOD-FIRED FURNACES ORDINANCE NO. 507, COMPILED SECTION 257.000. Compiled Section 257.000 – Wood-Fired Furnaces Ordinance No. 507 - Subsection VII. Chimney height, is amended to read as follows:

> The outdoor wood-fired furnace shall have a chimney that extends at least fifteen (15) feet above the grade at the base of the furnace. The designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ("KABA"), as the designated agency of the Township to administer and

enforce the State Construction Code, may approve a lesser height on a case-by-case basis if necessary to comply with manufacturer's recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors. Installation of a spark arrestor is required at the top of a chimney.

SECTION IX. AMENDMENT OF OUTDOOR WOOD-FIRED FURNACES ORDINANCE NO. 507, COMPILED SECTION 257.000. Compiled Section 257.000 – Wood-Fired Furnaces Ordinance No. 507 - Subsection VIII. Pre-existing outdoor wood-fired furnaces, is amended to read as follows:

> Any outdoor wood-fired furnace existing as of the adoption of this section shall be exempt from the zoning, setback, and chimney height provisions of this section, provided that a permit is acquired from the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~ as the designated agency of the Township to administer and enforce the State Construction Code, within sixty (60) days of the passage of this section.

SECTION XIII. AMENDMENT OF RENTAL HOUSING ORDINANCE NO. 502, COMPILED SECTION 272.000. Compiled Section 272.000 – Rental Housing Ordinance No. 502 - Subsection VI. Application, the last paragraph is amended to read as follows:

> The Township Rental Housing Inspector shall prepare an annual report at the end of each fiscal year showing the income and expenses of the inspection program for the preceding fiscal year. The report shall contain the fees assessed by the Building Department ~~as~~ or Townships Building Authority as the enforcing agency, the cost incurred in performing the inspections, and the number of units inspected.

SECTION XI. AMENDMENT OF RENTAL HOUSING ORDINANCE NO. 502, COMPILED SECTION 272.000. Compiled Section 272.000 – Rental Housing Ordinance No. 502 - Subsection IX. Violations, is amended to read as follows:

> If upon inspection the premises or any part of the premises are found to be in violation of any provision of this Ordinance or the applicable code sections referred to

herein, the Rental Housing Inspector or his designated representative shall report the violation of the premises. In the Rental Housing Inspector's discretion, the occupant shall be notified in writing of the violation. The notice shall state the date of inspection, the name of the inspector, the nature of the violation and the time within which the correction shall be completed. If the Rental Housing Inspector or his designated representative determines that a violation constitutes a hazard to the occupants' health or safety under circumstances where the premises cannot be vacated, he or she shall notify the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code, who then shall order the violation corrected within the shortest reasonable time. The owner shall notify the Rental Housing Inspector and the ~~KABA~~ Township or Authority Building Officials of having begun compliance within three (3) days. All other violations shall be corrected within a reasonable time. The Rental Housing Inspector shall re-inspect after a reasonable time to ascertain whether the violation has been corrected.

If the Rental Housing Inspector or his designated representative determines that a violation constitutes a hazard to the health or safety of the occupants, the Rental Housing Inspector shall notify the Family Independence Agency within 48 hours. The notice shall state the date of the inspection, the name of the inspector, the nature of the violation, and the time within which the correction shall be completed.

SECTION XII. AMENDMENT OF RENTAL HOUSING ORDINANCE NO. 502, COMPILED SECTION 272.000. Compiled Section 272.000 – Rental Housing Ordinance No. 502 - Subsection X. Penalties, the sixth paragraph is amended to read as follows:

If the owner or occupant fails to comply with the notice of violation, the Rental Housing Inspector may bring an action to enforce this act and shall abate or enjoin the violation. If the violation is not corrected and creates imminent danger to the health and safety to the occupants of the premises, or if there are no occupants and the violation creates an imminent danger to the health and safety of the public, the Rental Housing Inspector shall, with the assistance of the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code, file a motion for a preliminary injunction or temporary relief appropriate to remove the danger during the pendency of the action. The owners and

lien holders of record, or owners and lien holders ascertained by the complainant with the exercise of reasonable diligence, shall be served with a copy of the complaint and a summons. The complainant shall also file a notice of the pendency of the action with the appropriate County Register of Deeds office where the premises are located. The court of jurisdiction shall make orderly determinations consistent with the objectives of this Ordinance. The court may enjoin the maintenance of unsafe, unhealthy or unsanitary conditions or violations of this Ordinance and may order the Defendant to make repairs or corrections necessary to abate the conditions.

SECTION XIII. AMENDMENT OF FLOODPLAIN MANAGEMENT ORDINANCE NO. 510, COMPILED SECTION 273.000. Compiled Section 273.000 – Floodplain Management Ordinance No. 510 - Subsection I. Title and agent designated, is amended to read as follows:

> This Ordinance shall be known and may be cited as the Oshtemo Charter Township "Floodplain Management Ordinance." Pursuant to the provisions of the State Construction Code, in accordance with Section 8b(6) of Act 230 of the Public Acts of 1972, as amended, the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code, are hereby designated as the enforcing agent to discharge the responsibility of Oshtemo Charter Township under Act 230 of the Public Acts of 1972, as amended, State of Michigan. Oshtemo Charter Township assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of the community adopting this Ordinance.

SECTION XIV. AMENDMENT OF FLOODPLAIN MANAGEMENT ORDINANCE NO. 510, COMPILED SECTION 273.000. Compiled Section 273.000 – Floodplain Management Ordinance No. 510 - Subsection II. Code appendix enforced, is amended to read as follows:

> Pursuant to the provisions of the State Construction Code, in accordance with Section 8b(6) of Act 230 of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the designated Building Officials appointed by the Township and/or employed by the ~~Kalamazoo Area~~ Townships Building Authority ~~("KABA")~~, as the designated agency of the Township to administer and enforce the State Construction Code.

SECTION XIX. EFFECTIVE DATE. This Ordinance shall take effect upon publication in accordance with Michigan law. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

DEBORAH L. EVERETT, CLERK
OSHTEMO CHARTER TOWNSHIP