

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

August 25, 2026

Refer to page 3 for Virtual Meeting Information

**REGULAR MEETING
5:30 P.M.
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Remote Location Identification (for remote attendance when permitted by statute)
4. Township Mission/Vision/Core Values:
Core Value: Public Service
5. Approval of the Agenda
6. Public Officials and Community Partner Updates
7. Work Session:
 - a. Presentation – Kalamazoo County Winter Shelter Funding Request, Willa DiTaranto, Deputy Director Kalamazoo County Housing Department ([Pg 7](#))
 - b. Presentation – Oshtemo Fire Department Monthly Report, Eric Burghart, Deputy Chief ([Pg 9](#))
8. Public Comment on Consent Agenda or Non-Regular Session Items
9. Consent Agenda
 - a. Meeting Minutes [[Minutes of Regular Meeting August 11](#)]
 - b. Appointment Friends of the Parks Committee ([Pg 11](#))
 - c. Second Reading re Wastewater Service Ordinance No. 208 – Section 232.000 ([PG 13](#))
10. Topics for Board Discussion
 - a. Oshtemo Energy Ordinance
11. Discussion and Consideration – Budget Amendments Oshtemo Fire Department ([Pg 17](#))
12. Discussion and Consideration – Kalamazoo County Winter Shelter Funding Request
13. Discussion and Consideration – Liquor License Nosh Restaurant & Bar ([Pg 21](#))
14. Resolution – Consumers Energy Streetlight Contract ([Pg 37](#))

15. Public Comment

16. Board Member Comments & Committee Updates

17. Adjournment

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

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

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

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

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

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

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

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

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

Oshtemo Township Board of Trustees

Supervisor

Cheri Bell 216-5220 cbell@oshtemo.org

Clerk

Dusty Farmer 216-5224 dfarmer@oshtemo.org

Treasurer

Clare Buszka 216-5260 cbuszka@oshtemo.org

Trustees

Neil Sikora 760-6769 nsikora@oshtemo.org

Kristin Cole 375-4260 kcole@oshtemo.org

Zak Ford 271-5513 zford@oshtemo.org

Michael Chapman 375-4260 mchapman@oshtemo.org

Township Department Information

Assessor:

Kristine Biddle 216-5225 assessor@oshtemo.org

Fire Chief:

Greg McComb 375-0487 gmccomb@oshtemo.org

Ordinance Enforcement:

Alan Miller 216-5230 amiller@oshtemo.org

Parks Director:

Vanessa Street 216-5233 vstreet@oshtemo.org

Rental Info 216-5224 oshtemo@oshtemo.org

Planning Director:

Jodi Stefforia 375-4260 jstefforia@oshtemo.org

Public Works Director:

Anna Horner 216-5228 ahorner@oshtemo.org

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

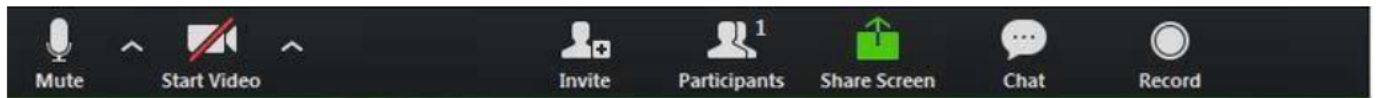
You may also join a meeting without the link by going to join.zoom.us on any browser and entering this Meeting ID: 774 238 7802

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: +1 312 626 6799 US (Chicago)
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: 774 238 7802#

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



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

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

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

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

Closed Caption:



Turn on Closed Caption:

Using the icons at the bottom of the Zoom screen:

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

Mission:

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

Vision:

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

Core Values:

PUBLIC SERVICE

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

SUSTAINABILITY

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

INNOVATION

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

PROFESSIONALISM

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

INTEGRITY

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

FISCAL STEWARDSHIP

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

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July 27, 2026

Cheri Bell Supervisor
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

Dear Supervisor Bell:

On behalf of Kalamazoo County, I am writing to request a financial contribution of up to **\$25,000** from the Oshtemo Charter Township to support coordinated winter sheltering services during the 2026–2027 cold-weather season.

Each winter, individuals and families throughout Kalamazoo County face unsafe conditions because they lack stable housing or access to an appropriate emergency shelter placement. These needs do not stop at municipal boundaries. Oshtemo Charter Township residents experiencing a housing crisis rely upon the same countywide shelter system, outreach teams, referral networks, and emergency resources as residents of other communities.

Funding will support a coordinated winter response operating from November 1, 2026, through March 31, 2027. Services may include:

- Daytime warming and shelter services;
- Overnight congregate or non-congregate shelter;
- Options for unhoused households with pets;
- Emergency overflow capacity during extreme weather;
- Coordinated shelter intake, diversion, and placement;
- Transportation and connections to community resources; and
- Basic necessities, including meals, hygiene supplies, linens, and other safety-related items.

Kalamazoo County, the City of Kalamazoo, and the Kalamazoo County Continuum of Care (CoC) are pooling funds in order to conduct a competitive Request for Proposals process to identify qualified providers. Applicants will be evaluated based on their experience, service-delivery plans, facility and operational readiness, staffing and safety protocols, cost-effectiveness, and ability to coordinate with the broader homeless-response system. This process is intended to expand winter capacity while avoiding unnecessary duplication of existing services.

We recognize that winter sheltering is a shared regional responsibility. The 2025-2026 winter season marked the first time that municipalities and the CoC came together to plan coordinated solutions to unsheltered homelessness during the harshest months of the year. This year, we are hoping to expand this partnership with additional municipalities. Participation by the Oshtemo Charter Township

would help ensure that residents have access to safe, dignified shelter during dangerous weather while demonstrating a countywide commitment to addressing homelessness collaboratively. Contributions from local government partners will also help leverage other public, philanthropic, and private resources.

We would appreciate the opportunity to discuss the request, anticipated service levels, reporting expectations, and an appropriate contribution from the Oshtemo Charter Township. Participating jurisdictions will receive information regarding the use of funds, the number of people served, shelter utilization, and other agreed-upon performance measures.

Thank you for considering this request and for the Oshtemo Charter Township's continued partnership in promoting the health and safety of residents throughout our community. Please contact me at 269 903-6429 or jen.strebs@kalcounty.gov with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer A. Strebs", written in a cursive style.

Jennifer A. Strebs

Kalamazoo County Board Chair
CoC Member

OSHTEMO FIRE & RESCUE

MONTHLY REPORT

Jul-26



"To honorably service our residents, visitors, and fellow firefighters by providing service with respect, responsibility and pride."

Executive Summary

During the most recent reporting period, the Oshtemo Township Fire Department responded to 375 incidents. Incident activity was concentrated during daytime and afternoon hours, with more than 64% of all incidents occurring between 6:00 a.m. and 6:00 p.m. The busiest periods were late morning through late afternoon, including peak activity at 10:00 a.m. and 4:00 p.m. This information is useful when evaluating deployment, training schedules, administrative activities, and the overall alignment of department resources with community demand.

The department's annual hose testing was successfully completed in a single day, despite occurring on the hottest day of July. On-duty crews worked alongside the testing vendor to remove, test, and reload all 13,310 feet of hose in service. During the testing process, each section of hose was filled with water, pressurized to established testing standards, and held at those pressures for a specified period to verify integrity and serviceability. Thanks to the coordination and hard work of all personnel involved, the testing was completed efficiently and safely. With the exception of one section of attack hose that did not meet testing requirements and was removed from service, all other hose successfully passed its annual certification testing.

Incident Overview

Call Type	This Month	YTD2
Fire	11	57
Hazardous Situation	50	153
Medical	208	1265
Public Service	27	145
Rescue	1	4
No Emergency	90	491
Law Enforcement Support	1	6
Total Incident Count	388	2121

High Acuity Incident Types

Incident Type	This Month	YTD
Injury / Trauma - Motor Vehicle Collision	11	60
Structure Fire - Room and Contents Fire	1	5
Cardiac Arrest	6	24
Structure Fire - Confined Cooking / Appliance Fire	0	5
Transportation Fire - Vehicle Fire - Passenger	2	11
Motor Vehicle Collision Extrication / Entrapment	0	2
Transportation Fire - Vehicle Fire - Commercial	1	2
Total Listed High-Acuity Incidents	21	109

Community Risk Reduction

Activity	This Month	YTD
Inspections Completed	16	164
Public Events	1	15
Food Truck Inspections	0	5
Car Seat Installation	5	40
Total Residents Reached	22	224

Training Hours

Focus Area	This Month	YTD
Fire Suppression	32.13	605.74
EMS/Rescue	44	270
Technical Rescue	7	280
Officer Development	150	1026
Total Training Hours	233.13	2181.74

Department Highlights

Josh Lower recently obtained Fire Instructor I certification and has taken an active role in leading department training sessions on elevator emergencies and vertical ventilation. He is also assisting with trench rescue training for our mutual aid partners and will attend Trench Rescue Technician training in September to further expand his expertise.

As a Driver/Operator, Josh consistently demonstrates initiative and a strong commitment to professional development. His efforts contribute not only to his own growth, but also to the continued advancement of the department and the broader Kalamazoo-area fire service. Through his dedication to training, education, and service, Josh exemplifies the department's core values of Respect, Responsibility, and Pride. His willingness to share knowledge and develop specialized skills reflects a commitment to excellence that benefits both our organization and the communities we serve.



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Memorandum



Date: August 25, 2026
To: Township Board
From: Cheri Bell, Supervisor

Subject: Recommendation for Appointment to Friends of the Parks Committee – Molly Page

Objective

Appointment of Molly Page to Oshtemo Charter Township's Friends of the Parks Committee.

Background

Molly brings professional experience in landscape architecture and park design through her work with OCBA, where she has contributed to projects involving public parks, playgrounds, and trail systems. She holds a Bachelor of Landscape Architecture from Ball State University with a minor in Construction Management, providing her with both design and project management expertise relevant to public spaces.

Molly has been actively involved with Friends of the Parks volunteer activities since 2023 and is passionate about preserving natural resources and expanding access to nature for others. Her experience designing parks and recreational amenities, combined with her commitment to environmental stewardship and community engagement, makes her well-suited to support the Friends of the Parks Committee and its efforts to enhance Oshtemo's park system.

Information Provided

- Application for Committee Appointment

Core Value(s)

Public Service



Application for Board / Committee Appointment

Name: Molly Page	
Address: [REDACTED]	City/State: [REDACTED] Zipcode: [REDACTED]
Email: [REDACTED]	Phone: [REDACTED]
Are you currently a resident of Oshtemo Charter Township? ☐ Yes ☒ No	How many years have you lived in Oshtemo?
Are you a US citizen? ☒ Yes ☐ No	Are you at least 18 years old? ☒ Yes ☐ No
What is your occupation? (<i>Please attach any resume information that would support your application.</i>) Landscape Designer	
Supporting Documents: (MP OCBA Resume.pdf)	
Select the specific bod(ies) you are seeking appointment to:	
☐	Board of Review: Hears and acts upon appeals made from determinations and decisions made by the Township Assessor
☐	Planning Commission: An advisory board to the Township Board concerning amendments or changes to the Zoning Ordinance. Provides site plan review for special exception uses.
☐	Zoning Board of Appeals: Provides interpretation of the Zoning Ordinance and acts upon variance requests, site plan review, and questions arising from the administration of the Zoning Ordinance.
☐	Capital Improvements Committee: Coordinates capital improvement projects that make the best use of limited public dollars.
☐	Parks Committee: Oversee the development of the Township's parks and rental facilities by responding to public interest and use of the Parks Master Plan.
☒	Friends of the Parks: Citizen volunteers who promote expanded stewardship and preservation of natural features and parks as community resources.
☐	Downtown Development Authority (DDA): A Downtown Development Authority (DDA) is a tool established by the Michigan Legislature that helps local communities become proactive in halting property value decline and/or helps a particular business area remain on equal footing with other areas of the community experiencing growth and/or reinvestment.
☐	South Drake Road Corridor Improvement Authority (SoDA): A corridor improvement authority is a tool established by the Michigan Legislature to assist local communities with funding improvements in a commercial corridor by permitting the capture and use of future tax increment funds generated in the designated area.
Why would you like to serve? When I was in Kalamazoo for my internship in 2023 I began to attend the bi-weekly volunteer sessions. I had to return to Indiana to finish my degree, but after I came back to start my full time job in 2024, I continued attending these sessions regularly. Nature is one of my passions, and I love to help increase access to it for others. Although I technically live just outside of Oshtemo, I consider it to be my community. I want to do more than just attending the volunteer sessions in order to give back to my community.	

Memorandum



Date: August 19, 2026

To: Township Board

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

Subject: 2nd Reading for Text Amendments to Wastewater Service Ordinance - Section 232.000

Objective

Update ordinance based on recent experience and feedback from industry partners in advance of numerous upcoming public sanitary sewer connections to ensure safe, consistent, environmentally sound practices.

Motion

I move to adopt the text amendments to Wastewater Service Ordinance - Section 232.000.

Background

Following Board discussion during first reading, staff maintains the approach to require pumping of septic tanks, and recommending/highly encouraging crushing, filling, and/or removal of septic tanks and other parts of the system based on the feasibility to do so given the specific conditions of an individual parcel.

Public Works will continue to monitor this process and collect data as much as possible over the next few years during implementation. If further improvements or challenges present, we will bring forward as necessary in the best interest of community and environment.

Attachments

Clean Version

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. 696

Adopted:

Effective:

Amendment of Oshtemo Charter Township General Ordinance: Wastewater Service Ordinance
No. 208 – Section 232.000.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

**SECTION I. AMENDMENT TO SECTION 232.007 - CONNECTIONS TO PUBLIC
SANITARY SEWER SYSTEM:**

B. Permits. Permits for connection with sanitary sewers shall be issued by such person as shall be designated by the Director. Such a permit shall not be issued until all assessments are established or the charge for sewer connections has been paid in full and until the Director has determined that there is capacity available for the wastewater to be discharged in all downstream sewers, lift stations, force mains, and compatible wastes. Abandonment of the private on-site treatment system including but not limited to septic tank(s), drainfield(s), and/or dry well(s) on premises shall be required as part of the permit process.

D. Abandonment

At a minimum, the septic tank(s) shall have all contents pumped out and removed by a licensed septage hauler at the time of connection to the public sanitary sewer system. Following pump-out, it is recommended that the septic tank(s), and/or dry well be rendered unusable by removing or crushing the structure(s) and appurtenances in place and backfilling the excavation with suitable material to prevent settling. Pumping and filling of discontinued onsite sewage treatment system components serves the public interest by preventing ground collapse.

Care shall be taken to keep the soil dispersal area in place intact, and any saturated or excess material cannot be relocated to another location on the property or to another property unless it is licensed as a solid waste disposal. Removing saturated dispersal media to dry at the ground surface will threaten the public health of nearby residents and the contractors removing the material due to potential exposure to pathogens in the process. If the tanks need to be completely removed, the tanks shall not contain any free liquids and must be properly disposed of in a licensed landfill.

SECTION II. AMENDMENT TO SECTION 232.008 - TIMING OF CONNECTIONS:

Any premises abutting a public sewer sanitary main, requiring sewage treatment and/or disposal service, and which is currently served by a septic system which is more than fifteen (15) years old, shall be required to connect to the abutting sanitary sewer system within twenty-four (24)

months following the installation of said public sewer main and publication or mailed notice of availability by the Township, or at such earlier time as the private on-site sewage treatment and/or disposal system serving the premises requires replacement, a new drainfield, new dry well, or new septic tank.

SECTION III. EFFECTIVE DATE AND REPEAL.

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

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

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Memorandum & Request



Date: August 19th 2026
To: Township Board
From: Fire Chief McComb
Subject: Amendment Request

Objective

The purpose of this memorandum is to request approval of the following budget amendment:

From: 211-344-98000 Capital Outlay Facilities

To: 211-344-98000 Capital Outlay Facilities

Proposed Motion:

1. Reallocate \$6,000 in leftover funds from the window install at 5-1 to contract a ground pad and enclosure for a new dumpster at 5-2.

Background:

We are consistently exceeding the capacity of the three trash carts currently serving Station 5-2. Maintenance Director Greg Fountain obtained a quote for the installation of a concrete pad and fenced enclosure to accommodate a dumpster. Funding for the project is available from savings realized during the Station 5-1 window replacement project. In addition to addressing the capacity issue, replacing the three trash carts with a dumpster will reduce monthly waste disposal costs by approximately \$20 per month.

Core Values

Respect, Responsibility, Pride

Memorandum & Request



Date: August 18th 2026
To: Township Board
From: Fire Chief McComb
Subject: Amendment Request

Objective

The purpose of this memorandum is to request approval of the following budget amendments:

From: 206-340-80900 Computer Operations	To: 206-340-93300 Equipment Maintenance
211-344-98000 Capital Outlay Equipment	To: 211-344-98000 Capital Outlay Equipment

Proposed Motion:

1. Transfer \$3,000 from 206-340-80900 Computer Operations to 206-340-93300 Equipment Maintenance.
2. Amend 211-344-98000 Capital Outlay Equipment to utilize \$2,400 in available funds from liquidated purchase orders for the purchase of storage shelving and a wheelbarrow for the Fire Department Training Division.

Background:

Two budget amendments are being requested.

The first amendment transfers \$3,000 from the Computer Operations budget to the Equipment Maintenance budget. During the annual service and testing of the department's self-contained breathing apparatus (SCBA), repair costs associated with several units exceeded the amount originally budgeted. As a result, the Equipment Maintenance account requires additional funding to cover these necessary expenditures.

The second amendment authorizes the use of \$2,400 in funds made available through liquidated purchase orders within the Capital Outlay Equipment account. These funds will be used to purchase storage shelving and a wheelbarrow to support the operations and equipment storage needs of the Fire Department Training Division.

Core Values

Respect, Responsibility, Pride

Memorandum & Request



Date: August 20th 2026
To: Township Board
From: Fire Chief McComb
Subject: Amendment Request

Objective

The purpose of this memorandum is to request approval of a budget amendment to address increased fuel expenditures resulting from significantly higher fuel costs throughout the year.

From: 206-000-40000 Operations Carryover

To: 206-340-86800 Fuel Oil and Grease

Proposed Motion:

Transfer \$20,000 from Operations Carryover to Fuel Oil and Grease.

Background:

Fuel expenses have increased substantially during the current budget year. The department's monthly fuel costs have risen from approximately \$2,300 per month to more than \$5,000 per month. As a result, the Fuel Oil and Grease account is nearly depleted, with approximately \$2,300 remaining.

To ensure adequate funding is available for the remainder of the year, the Fire Department is requesting a transfer of \$20,000 from Operations Carryover to the Fuel Oil and Grease account.

Core Values

Respect, Responsibility, Pride

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Memorandum

Date: August 25, 2026
To: Township Board
From: James Porter – Legal Counsel & Sierra Lucas,
Paralegal Manager
Subject: Nosh Restaurant & Bar LLC - Liquor License Request



Objectives

To approve the Liquor License Request for Nosh Restaurant & Bar LLC at 7000 Stadium Dr. Kalamazoo, MI 49009.

Background

Oshtemo Charter Township currently has two new Class C licenses, within our quota. Nosh Restaurant & Bar LLC has submitted all necessary documentation to facilitate their Liquor License Request and paid the applicable fee to the Township.

Information Provided

I have attached a copy of the completed liquor license application, restriction agreement, and proof of payment.

Core Values

Public Service



LIQUOR LICENSE APPLICATION

Date: 6/24/2026

Applicant Information:

Name (First, MI, Last): Megan L. Horn
Address: 23259 French Rd, Mattawan, MI 49071
Phone: (269) 599-1132 Email: meganlhorn@gmail.com
As authorized agent of (company): Nosh Restaurant and Bar, LLC

Applicant's Date of Birth: 09/10/1985 Place of Birth: Kentucky, USA
Citizenship (time/place of naturalization, if applicable): n/a

Have you ever, prior to this application, made an application for the sale of beer, wine, or spirits?

☐ Yes Provide the date, place, and disposition of each application: _____

☒ No

Have you ever been convicted of a felony?

☐ Yes Explain: _____

☒ No

Are you disqualified under the State Liquor Control Act, or any provision of the Oshtemo Township Ordinance 202, as amended, from receiving a liquor license?

☐ Yes ☒ No

I/company: ☐ own the premises for which a license is sought

☒ have lease for the premises for which a license is sought lease therefor for the full period for which the license is issued (*attach*)

Length of time applicant has been in this business/date of corporate charter: April 29, 2026

Business and Premises Information:

Business Name: Nosh Restaurant and Bar, LLC

Address: 7000 Stadium Dr Kalamazoo, MI 49009

If the business is a co-partnership, or corporation, please provide the names and addresses of all officers, directors, and those having an interest in the corporation/entitled to share in the profits:

Name	Title/Share	Address
Megan Horn	Owner & Manager / 50%	23259 French Rd, Mattawan, MI 49071
Gordy Yokie	Owner / 50%	21325 44th St, Bloomingdale, MI 49026-9612

What is the character of the business, or the object(s) for the corporation/co-partnership was formed: full-service restaurant with bar

Description of the premises (please provide building/plot plans showing (1) the entire structure, (2) the area(s) where the license will be utilized, (3) the adequacy of off-street parking, lighting, refuse disposal, and (4) plans for screening/noise control (if applicable)):

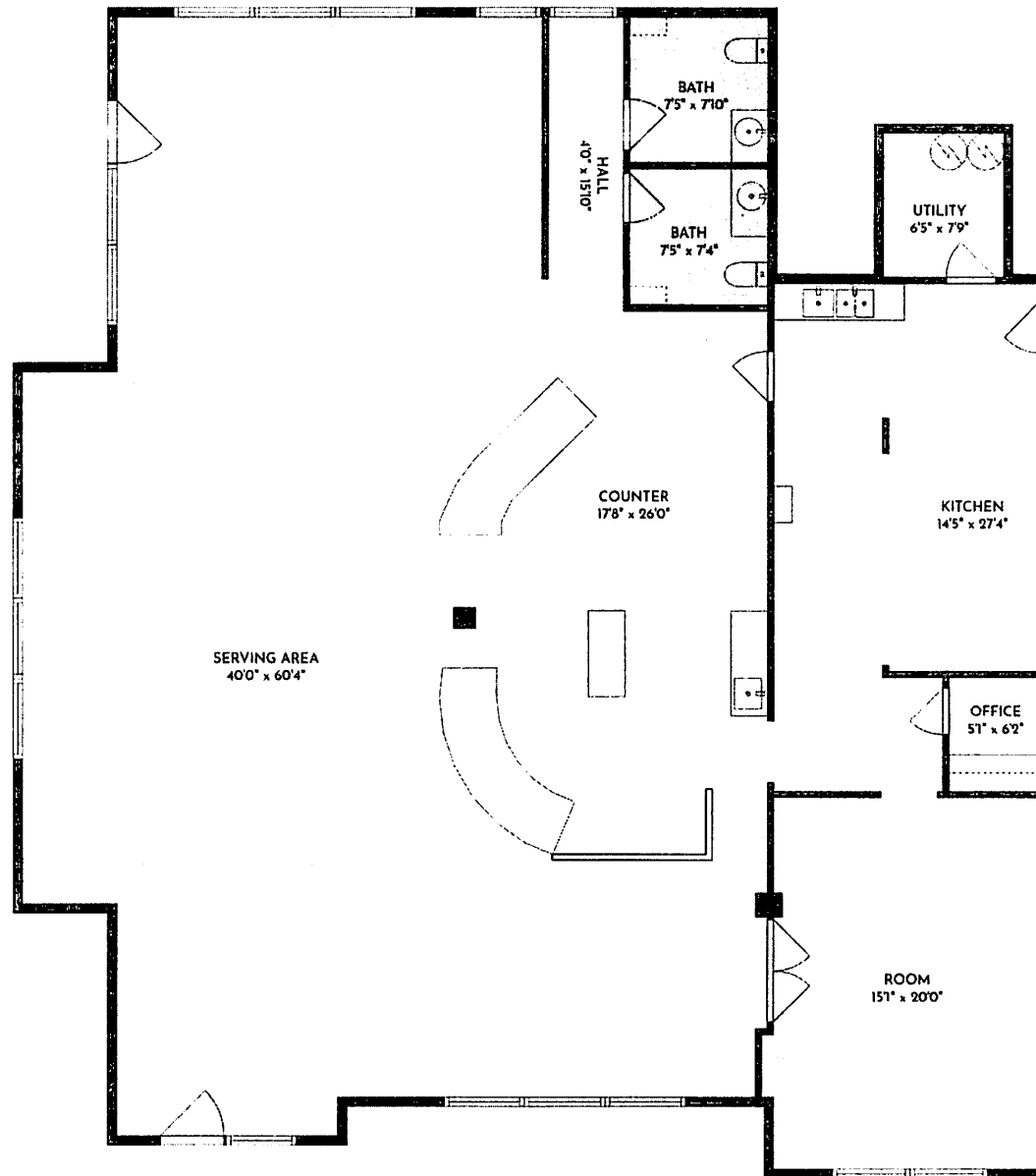
see attached blueprint for lease location. Lease includes off-street parking, lighting and refuse as provided by the property owner.

For businesses other than a brewpub, microbrewery, or wine-tasting room, is the sale of beer, wine, or spirits incidental and subordinate to other permitted business uses on the premises (e.g. food sales, motel operations, recreational activities)?

☒ Yes

Explain: food sales

☐ No



TOTAL: 529 sq. ft
1st floor: 529 sq. ft
EXCLUDED AREAS: KITCHENETTE: 371 sq. ft, UTILITY: 50 sq. ft, SERVING AREA: 1589 sq. ft,
WALLS: 128 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF NOSH RESTAURANT AND BAR LLC

This Limited Liability Company Operating Agreement (this “Agreement”) of Nosh Restaurant and Bar LLC is entered into effective as of [April 27, 2026] by and among Megan Horn and Gordon Yokie (each, a “Member” and collectively, the “Members”), under the laws of the State of Michigan and in accordance with the Michigan Limited Liability Company Act, as amended from time to time (the “Act”). This Agreement is adapted from an operating agreement template that contemplates formation under Michigan law and provides standard provisions on purpose, powers, offices, limited liability, capital, allocations, distributions, management, admission of members, transfer restrictions, dissolution, and governing law

1. Name The name of the limited liability company governed hereby is “Nosh Restaurant and Bar LLC” (the “Company”).
2. Formation; Certificates 2.1 Articles of Organization. The Articles of Organization of the Company have been or will be executed, delivered, and filed with the Michigan Department of Licensing and Regulatory Affairs. The Members shall execute, deliver, and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may conduct business.
3. Purpose The purpose of the Company is to engage in all lawful activities for which a limited liability company may be formed under the Act, including operating a restaurant and bar and any activities incidental or related thereto.
4. Powers The Company shall have the power to do any and all acts reasonably necessary, appropriate, or convenient for the furtherance of the Company’s business and purpose, including those powers typically exercised by managers or members as authorized herein.
5. Principal Business Office The principal place of business and office of the Company shall be located at such place or places as may hereafter be determined by the Members.
6. Registered Office The registered office of the Company in the State of Michigan shall be 23259 French Rd. Mattawan, MI 49071 The template includes a section identifying the registered office in Michigan
7. Registered Agent The registered agent of the Company for service of process in the State of Michigan shall be Megan Horn.
8. Members; Ownership; Voting
 - 8.1 Members; Addresses. The Members of the Company are:
 - (a) Megan Horn, mailing address: 23259 French Rd. Mattawan MI 49071.
 - (b) Gordon Yokie, mailing address: 23259 French Rd. Mattawan MI 49071.

The Members shall each hold a fifty percent (50%) Membership Interest in the Company.

8.3 Voting; Required Approval. All Company decisions, actions, consents, and approvals require the unanimous approval of both Members. No action of the Company shall be authorized without the consent of both Members.

8.4 Certificates; Schedules. The percentage Membership Interests are set forth on Schedule A attached hereto and may be amended from time to time solely to reflect changes permitted by this Agreement. The template uses Schedule A to set forth percentage interests and allows amendments to reflect outstanding interests

9. Term: The term of the Company commenced on the date of filing of the Articles of Organization and shall continue until dissolution in accordance with this Agreement.
10. Limited Liability Except as otherwise provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely those of the Company, and no Member, employee, or agent shall be obligated personally for any such debt, obligation, or liability solely by reason of acting in such capacity.
11. Capital Contributions; Additional Contributions
 - 11.1 Initial Capital Contributions. Each Member has contributed, or shall contribute, the amount set forth on Schedule B in respect of such Member's initial Capital Contribution.
 - 11.2 Additional Contributions. Additional Capital Contributions, if any, shall be made only with the unanimous written consent of both Members and in equal amounts or such other proportions as both Members may unanimously approve.
12. Allocations and Distributions
 - 12.1 Allocations. All items of income, gain, loss, deduction, and credit shall first be applied to repay initial Capital Contributions so that the Members' Capital Accounts are equalized in accordance with their Membership Interests, and thereafter allocated between the Members pro rata in accordance with their respective fifty percent (50%) Membership Interests.
 - 12.2 Distributions. Subject to applicable law, distributions shall not be made until initial Capital Contributions have been repaid; thereafter, distributions shall be made to the Members at such times and in such amounts as both Members unanimously determine, and, absent a different unanimous determination, pro rata in accordance with their Membership Interests.
13. Management
 - 13.1 Member-Managed. The Company is managed by its Members. Each Member is an authorized person to act for and bind the Company only with the unanimous approval required by Section 8.3.

13.2 Authority and Actions. Subject to Section 8.3, upon unanimous approval of both Members, either Member may on behalf of the Company exercise the powers necessary or convenient to carry out the Company's business and affairs, including the authority to: (a) acquire or dispose of property; (b) encumber Company property; (c) open and manage bank accounts; (d) borrow money and incur obligations; (e) execute agreements and instruments; (f) engage employees and agents and set compensation; (g) establish benefit and incentive plans; (h) obtain insurance; (i) initiate or defend proceedings; and (j) participate in joint ventures or strategic alliances.

13.3 Deadlock; Mediation. If the Members are unable to reach unanimous agreement on any matter, either Member may request non-binding mediation with a mutually acceptable third-party mediator to assist in reaching consensus.

14. Other Business Each Member may engage in or possess an interest in other business ventures of any kind and description, independently or with others, and the Company shall have no rights in or to such independent ventures or the income or profits therefrom.

15. Exculpation and Indemnification

15.1 Exculpation. No Member (an "Indemnified Party") shall be liable to the Company or any other person with an interest in the Company for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority, except for gross negligence or willful misconduct.

15.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify an Indemnified Party for any loss, damage, or claim incurred by reason of any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority, except for gross negligence or willful misconduct; provided that any indemnity shall be provided solely from Company assets.

16. Admission of Additional Members No person shall be admitted as an additional member of the Company without the prior unanimous written approval of both Members and any required regulatory approvals.
17. Termination of Membership The termination, dissolution, bankruptcy, or adjudicated incompetency of a Member shall not, by itself, cause dissolution of the Company; the rights of such Member to share in allocations and distributions, to assign its interest pursuant to this Agreement, and to vote shall devolve on such Member's legal representative solely for purposes of settling the Member's estate or administering property, subject to Section 18 (Death Clause; Survivorship).
18. Death Clause; Survivorship 18.1 Transfer on Death to Surviving Member. Notwithstanding anything to the contrary in this Agreement, upon the death of either Member, all of such deceased Member's Membership Interest, including all economic, voting, and governance rights, shall automatically transfer to and vest

in the surviving Member, who shall thereupon own one hundred percent (100%) of the Membership Interests of the Company.

18.2 Waiver of Contrary Rights. The Members expressly waive any right that would otherwise permit transfer to heirs, assigns, or legal representatives inconsistent with Section 18.1.

18.3 Further Assurances. The deceased Member's estate and personal representative shall execute such instruments as are reasonably necessary to evidence and effectuate the transfer described in Section 18.1.

18.4 Continuation. Following such transfer, the Company shall continue as a single-member limited liability company unless and until otherwise determined by the surviving Member, subject to the Act.

19. Assignments; Transfer Restrictions Except as expressly provided in Section 18, no Member may transfer, assign, pledge, or hypothecate, in whole or in part, such Member's interest in the Company without the prior unanimous written consent of both Members and any required regulatory approvals. Any purported transfer in violation of this Section shall be null and void. Any Transfer or Assignment must be approved by the Michigan Liquor Control Commission regarding Liquor License transfers.

20. Dissolution and Winding Up

20.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of: (a) the unanimous written consent of both Members, or after a transfer under Section 18.1, the written consent of the sole surviving Member; (b) the death, disability, bankruptcy, or withdrawal of the last remaining Member; or (c) the entry of a decree of judicial dissolution under applicable law.

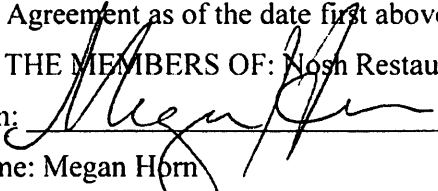
20.2 Winding Up. Upon dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs, including the sale of assets in an orderly manner.

21. Tax and Accounting Elections The Members shall determine the accounting methods and conventions and all tax elections and procedures related to the preparation and filing of the Company's tax returns.
22. Separability of Provisions Each provision of this Agreement shall be considered separable, and if any provision is determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not impair the operation or affect those portions that are valid, enforceable, and legal.

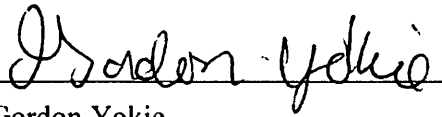
23. Counterparts; Electronic Signatures This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Signatures delivered by electronic means shall be deemed effective.
24. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles.
25. Amendments This Agreement may not be modified, altered, supplemented, or amended except pursuant to a written agreement executed and delivered by both Members.
26. Entire Agreement This Agreement, together with the Schedules hereto, constitutes the entire agreement among the Members with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

BY THE MEMBERS OF: Nosh Restaurant and Bar LLC

Sign:  Date: 4/28/2026

Name: Megan Horn

Sign:  Date: 4-28-26

Name: Gordon Yokie

SCHEDULE A MEMBERSHIP INTERESTS

Member: Megan Horn Percentage: 50%

Member: Gordon Yokie Percentage: 50%

mlh G.Y.

SCHEDULE B INITIAL CAPITAL CONTRIBUTIONS

Member: Megan Horn Initial Capital Contribution: \$^{50,000}~~to be determined~~ Form of Contribution: [cash/property/services—describe] *cash*

Member: Gordon Yokie Initial Capital Contribution: \$~~to be determined~~ Form of Contribution: [cash/property/services—describe] *N/A*

Total Initial Capital: \$~~to be determined~~ *50,000*

Oshtemo Charter Township**Receipt:** 219770

06/30/26

**7275 W MAIN ST
KALAMAZOO, MI 49009****Cashier:** cbuszka
Received Of: MEGAN HORN**269-375-4260****OSHTEMO.ORG****The sum of: 250.00**

1303	POLICE - LIQUOR LICENSE FE	250.00
	Total	250.00

CHECK 10011 250.00**Signed:** _____

RESTRICTION AGREEMENT ON TRANSFER OF CLASS C LIQUOR LICENSE

AGREEMENT made this ____ day of _____ 2026, by and between the Charter Township of Oshtemo, Kalamazoo County, Michigan, a Municipal corporation, and the undersigned Licensee.

In consideration of the approval of a Class C Liquor License by the Charter Township of Oshtemo for the business of the undersigned Licensee, located at 7000 Stadium Dr Kalamazoo, Michigan, 49009, which approval is hereby granted and acknowledged,

IT IS HEREBY COVENANTED AND AGREED by said Licensee, as follows:

1. The aforesaid Class C Liquor License or any renewal thereof shall at no time be sold or transferred by Licensee to any person or entity for use outside the jurisdiction of the Charter Township of Oshtemo through any escrow status of said license or otherwise for a period of five years from issuance.
2. A breach of the foregoing restriction by the Licensee shall require the full purchase price to be received by Licensee or any successor, representative or assignee of the Licensee for such sale or transfer to be forfeited and paid to the Charter Township of Oshtemo as liquidated damages for the breach of the foregoing covenant and as compensation for the removal of such license from the jurisdiction of the Charter Township of Oshtemo and the consequent reduction in the number of such licenses available for issuance in the Charter Township of Oshtemo under the Michigan Liquor Control Act.
3. The foregoing required payment to the Charter Township of Oshtemo shall be due and payable upon closing of the sale or transfer of the license and shall bear interest until paid to the Township at the rate of 7% per annum on the full purchase or transfer price.
4. In default of the foregoing payments to the Township for a period of ten (10) days from the due date thereof, the Township shall have the authority to forthwith attach any assets of the Licensee and commence appropriate litigation to collect such sum and to enjoin any conversion of such sum for other purposes. Where said sale price for the license is to be paid in installments, the entire sale price amount shall be due and payable to the Township. If a sale or transfer of the license out of the jurisdiction to the Township is accomplished without monetary consideration, the Licensee shall be obligated to forthwith pay to the Township the sum of \$60,000.00 as such liquidated damages.
5. The aforesaid 10-day period for payment and suit may be reduced at the option of the Township to zero days if it has any reason to believe the Licensee is going to leave the jurisdiction of the Charter Township of Oshtemo, abscond with said sums, or convert them in any manner to make them unavailable or more difficult to reach by the Township to satisfy the within obligation.

6. The within Agreement is binding upon and ensures to the benefit of the successors, representatives and assigns of either of the parties hereto.
7. Time is deemed of the essence of this agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and date first above written.

Nosh Rest & Bar LLC

By:

Megan Horn

Its: Authorized Agent

Licensee 7000 Stadium Dr.
Address: Kalamazoo, MI 49009

Phone No. (269) 599-1132

CHARTER TOWNSHIP OF OSHTEMO

By:_____

Cheri Bell

Its: Supervisor

Address: 7275 West Main Street
Kalamazoo, MI 49009

Phone No. (269) 375-4260

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Memorandum & Request



Date: August 25th, 2026
To: Township Board
From: Zach Pearson, Public Works Project Manager
Subject: New Streetlight Contract

Objective

Update the Board on the Consumers Energy streetlight contract reconciliation and adopt the resolution for the new contract.

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

Background

In 2025 Consumers Energy began the reconciliation process for Oshtemo Township's streetlighting inventory to ensure proper billing and to consolidate the number of billing accounts. The process required individual GPS verification of the location of every light. Consumers Energy completed this process, and Public Works cross checked the completed list with internal records and updated GIS records.

The reconciliation process has revealed that the Township was incorrectly being billed for 16 high pressure sodium (HPS) lights of various wattages and not being billed for 62 HPS lights of various wattages. The Township was also incorrectly billed for 44 light emitting diode (LED) lights of various wattages and not being billed for 47 LED lights of various wattages. A total of 49 new lights will be added to the inventory for billing.

There are several possible causes for the billing discrepancies but moving forward, any changes to the standard lighting contract will be documented from this singular adjustment. Consumers Energy is also updating the tools they provide for tracking/reporting outages and keeping an accurate inventory of lights.

STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE

Resolution authorizing Consumers Energy to make changes to the standard lighting contract.

Attachments

Resolution
Consumers Energy Streetlight Customer Packet

Core Values

Sustainability
Fiscal Stewardship

OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

**RESOLUTION APPROVING THE STANDARD LIGHTING CONTRACT WITH
CONSUMERS ENERGY DATED JULY 10, 2026**

Adopted: August 25, 2026

WHEREAS, Oshtemo Charter Township and Consumers Energy Company have reconciled Oshtemo Charter Townships streetlight account and have agreed to a new Standard Lighting Contract with Consumers Energy dated July 10, 2026; and

WHEREAS, Oshtemo Charter Township wishes to authorize the new Standard Lighting Contract dated July 10, 2026; and

WHEREAS, this resolution authorizes that any changes to upcoming projects related to the Standard Lighting Contract shall be reviewed by the Oshtemo Charter Township Board and approved through the applicable Consumers Energy resolution and project documentation.

NOW THEREFORE BE IT RESOLVED, the Oshtemo Charter Township Supervisor, Cheri Bell, is authorized to execute the in Standard Lighting Contract, form 547, dated July 10, 2026;

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

Upon roll call vote the following voted "Aye":

The following voted "Nay":

The following were Absent:

The following Abstained:

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

Cheri Bell, Supervisor
Oshtemo Charter Township

CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

I, Dusty Farmer, the duly appointed and acting Clerk of the Township of Oshtemo, certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a regular meeting of the Oshtemo Charter Township Board held on August 25, 2026, which meeting was preceded by required notices under the Michigan Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this ____ day of August, 2026.

Dusty Farmer, Clerk
Oshtemo Charter Township



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

Contract Number: 100000184687
Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO TWP, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO TWP, dated 7/10/2026.

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

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 7/10/2026 shall remain in full force and effect.

Contract Number: 103035156878
Consumers Energy Company is authorized as of _____ by the Township of OSHTEMO TWP, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of OSHTEMO TWP, dated 7/10/2026.

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

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 7/10/2026 shall remain in full force and effect.

Notification Number(s): OSHTEMO RECONCILIATION 2026

Comments: OSHTEMO RECONCILIATION 2026

Township of OSHTEMO TWP

By: _____
(Signature)

(Printed)

Its: _____
(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO TWP, dated 7/10/2026, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of OSHTEMO TWP, dated 7/10/2026, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

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

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

Dated:

Municipal Customer Type: Township