

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

November 14, 2023

Refer to page 3 for Virtual Meeting Information

REGULAR MEETING
5:30 P.M.
AGENDA

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

WORK SESSION ITEMS

4. Presentation: Kalamazoo County Sheriff's Office
5. Presentation: Master Plan Update and Thought Leader Committee
6. Other Updates & Business

BREAK (Time Permitting) – 7:05 P.M.

REGULAR SESSION ITEMS – 7:15 P.M.

7. Pledge of Allegiance
8. Township Mission/Vision/Core Values
9. Public Comment on Non-Regular Session Items
10. Consent Agenda
 - a. Minutes of Regular Meeting October 24, 2023
 - b. Receipts and Disbursements
 - c. Re-Survey of Fruit Belt Trail
 - d. Budget Amendments
 - e. 2024 Depositories
 - f. Second Reading re: Amended Private Roads/Streets General & Zoning Moratorium Ordinances
11. Public Hearing: 5303 West Main Golf Liquor License Request
12. First Reading: Conditional Rezoning of 8469 Stadium Dr (EZ Mart)
13. Consideration of 2024 Benefits/Open Enrollment
14. Consideration of 2024 Police Contract Renewal
15. Consideration of Building Department Job Descriptions & Independent Contracted Inspector Agreement
16. Consideration of Media & Communications and Human Resources Job Descriptions
17. Public Hearing: Special Assessment for Fire & Safety Protection District No.1
18. Public Hearing: Special Assessment Roll for Fire & Safety Protection District No. 2
19. Public Hearing: Road Maintenance & Improvement Levy
20. Public Hearing: Special Assessment for Police Protection Districts 2004-1 & 2009-1 Levy
21. Public Hearing: 2024 General Fund Budget/General Tax Levy
22. Consideration: 2024 Township Officers' and Trustees Compensation
23. Consideration: 2024 Routine Expenditures & Purchases
24. Public Comment
25. Board Member Comments and Committee Updates
26. 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 | | |
|---|----------|--|
| <u>Supervisor</u> | | |
| Cheri Bell | 216-5220 | cbell@oshtemo.org |
| <u>Clerk</u> | | |
| Dusty Farmer | 216-5224 | dfarmer@oshtemo.org |
| <u>Treasurer</u> | | |
| Clare Buszka | 216-5260 | cbuszka@oshtemo.org |
| <u>Trustees</u> | | |
| 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 | | | |
|--|----------|--|--|
| <u>Assessor:</u> | | | |
| Kristine Biddle | 216-5225 | assessor@oshtemo.org | |
| <u>Fire Chief:</u> | | | |
| Greg McComb | 375-0487 | gmccomb@oshtemo.org | |
| <u>Ordinance Enforcement:</u> | | | |
| Rick Suwarsky | 216-5227 | rsuwarsky@oshtemo.org | |
| <u>Parks Director:</u> | | | |
| Vanessa Street | 216-5233 | vstreet@oshtemo.org | |
| Rental Info | 216-5224 | oshtemo@oshtemo.org | |
| <u>Planning Director:</u> | | | |
| Iris Lubbert | 216-5223 | ilubbert@oshtemo.org | |
| <u>Public Works Director:</u> | | | |
| Anna Horner | 216-5228 | ahorner@oshtemo.org | |

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to join.zoom.us on any browser and entering this **Meeting ID: 886 2537 5277**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **886 2537 5277#**

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



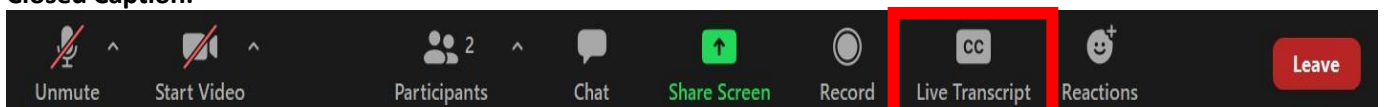
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- 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 that their input is wanted.
 - Difficult questions are not marginalized.
- Allow residents to interact directly with the 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.

Memorandum



Date: 8 November 2023
To: Township Board
From: Iris Lubbert, Planning Director
Subject: Oshtemo Charter Township Thought Leader Committee

Objectives

Township Board to accept and recognize the following stakeholders as the Oshtemo Charter Township Thought Leader Committee for the new Comprehensive Master Plan.

| Representing | Name |
|-------------------------------|-----------------|
| County Government | Dale Deleeuw |
| SWM Land Conservancy | Michael Larson |
| RCKC | Mark Worden |
| Township Board | Neil Sikora |
| Hinman | Rich MacDonald |
| United Way | Patrese Griffin |
| Discover Kalamazoo | Jane Ghosh |
| Resident | Rex Bell |
| Bronson | Greg Milliken |
| Resident | Micki Maxwell |
| Fire Department/Public Safety | Greg McComb |
| Western Michigan University | Jeff Breneman |
| Disability Network | Paul Ecklund |
| Meyer C Weiner | Matthew McDade |

Background

The Township Board entered into a contract with Progressive AE to conduct a multiyear comprehensive planning project to result in a new Comprehensive Master Plan for the community. The success of any Master Plan is dependent on community involvement and feedback. The individuals listed above were selected because they work, live, own property or business, or have another interest in the stake of Oshtemo’s future. Each individual was initially approached as they represent a unique view and/or bring a specific expertise which both the township supervisor and staff felt would greatly benefit the process. The Oshtemo Charter Township Thought Leader Committee will take a proactive role in the Oshtemo Comprehensive Master Plan process, much like a Steering Committee. More information about the role of the Thought Leaders can be found in the attached Thought Leader Welcome Letter. In addition to officially adopting this list of participants, we wanted to also take the opportunity to publicly thank these wonderful individuals for their time and commitment to help Oshtemo address its challenges and celebrate its strengths, and use the desire to see a better future for our Township to guide our plan development.

Information Provided: Thought Leader Welcome Letter, Master Plan informational handout

Core Values Public Service, Sustainability, Innovation, Professionalism, Integrity



YOU CAN MAKE A DIFFERENCE

WELCOME!

We are extremely excited to welcome you to the Oshtemo Charter Township Thought Leader Committee! As a member of this Committee, you will help inform the Comprehensive Master Plan process and guide the direction of the Township's future. We are looking forward to where this process will take us.

From preliminary discussions, it is evident that stakeholders are excited by Oshtemo's future and are ready to see new growth that reflects the community's values and needs. A comprehensive plan is a 20-year policy document that directs how and where change will occur in our township. The plan is intended to address our built and natural environments – everything from housing and parks to businesses and transportation, improving our quality of life, and making our township more resilient.

A key component of this process is capturing the voices of our community, and you are one of the people we would like to directly involve in this. You will be there to work alongside our team throughout the project; to serve as visionaries who provide insight to the different components of the community and ensure we are on the right track.

We value your input as an advocate and leader in our community. Your feedback on proposed goals, recommendations, and other key directions will be greatly valued and appreciated. This is an opportunity for us to work together and make a real difference in our community for years to come.

Please join us for our Township Board meeting on November 14, 2023, at 5:30 PM where you will be appointed to the Committee! Our Thought Leader Kickoff Meeting will occur the following day on November 15, 2023. Be on the lookout for an email with various November 15th meeting times for you to vote on.

Please review the attached in-depth description of your role to begin the journey as a Thought Leader.

See you soon,

Cheri Bell
Township Supervisor
Oshtemo Charter Township
(269) 216-5220

Iris Lubbert
Planning Director
Oshtemo Charter Township
(269) 216-5252



THE JOURNEY STARTS HERE

The Comprehensive Master Plan Thought Leader position is designed for **visionaries** who work, live, own property or business, or have another interest in the stake of Oshtemo's future and seek to take a proactive role in the Oshtemo Comprehensive Master Plan process. Together we will share opinions and thoughts, help Oshtemo address its challenges and celebrate its strengths, and use our desire to see a better future for our Township to guide our plan development.

As a member of the Thought Leader Committee, you will be asked to advise and make recommendations about the Comprehensive Master Plan process to the consultant team. This is a **forward-thinking** project where we will continuously be looking into the future. Viewing the project through a **holistic lens** will be what guides us to a beneficial result that reflects the desires of the community as a whole.

Your **active participation** throughout the entirety of this process is invaluable; full commitment to this role will be crucial in the success of the planning process and therefore, the future of our township. Please ensure that you are able to commit to your presence at all proposed Committee meetings and public events: expected to be a minimum of 30 hours over the course of the project.

Additional components of being a part of the Thought Leader Committee include the following:

- Reviewing the guiding principles and overall objectives of the Oshtemo Comprehensive Master Plan.
- Informing your constituency of, and encouraging their participation in, the planning process.
- Providing insight and advice about community sentiments, potential implementation partners, and opportunities for collaboration.
- Advising what types of events and approaches would be most successful in reaching all segments of Oshtemo's population.
- Validating alignment between community input received during the planning process and Comprehensive Plan recommendations.

Our initial kickoff meeting on November 15, 2023, will review the proposed community engagement approach for the planning process. Committee meetings will occur every other month on the third Wednesday of the month. These meetings will consist of consultant presentations, open discussions, and facilitated exercises that assist in guiding the formation of the Comprehensive Master Plan. Each meeting will be approximately 1.5 hours in length. Your full participation in discussions is essential, understanding that emergencies do arise from time to time. Your participation at community meetings and events would be beneficial so that you may hear directly from the neighbors, business owners, and other stakeholders.

(As previously mentioned, be on the lookout for an email with various meeting times for you to vote on.)

We are extremely excited to begin this meaningful process for the betterment of our community and we look forward to having you there! For further details on the framework of the Thought Leader Committee Meetings to come, please review the summaries provided on the following page.



THOUGHT LEADER COMMITTEE MEETINGS

The Thought Leader Committee will meet approximately 10 times during this nearly 2-year project. The Committee meets to monitor progress, review and accept draft products, provide policy direction, and serve as an oversight body. Meetings will involve feedback on previous work tasks, the preview of materials to be used in upcoming tasks, and decision-making concerning the content of the Comprehensive Master Plan. Two additional formal Planning Commission meetings will also occur to meet the requirements of the Michigan Planning Enabling Act.

The purpose of each Thought Leader Committee meeting is summarized below:

November 15, 2023: Meeting 1 – Getting to know each other! Introductions and review of community profile PowerPoint presentation and the proposed public involvement program.

January 17, 2024: Meeting 2 – Setting intentions! Begin creating a vision and goals for the project. Recommend focus group participants, locations, and meeting format as well as locations and format for the first Pop-Up event in March.

March 20, 2024: Meeting 3 - Review summary of focus groups 1, 2, and 3, and any additional data. Review format for Community Gathering #1 (incorporation of vision, goals, and objectives).

May 15, 2024: Meeting 4 - Review results of Community Gathering #1; review proposed draft goals and objectives; provide direction on future land use alternatives and framework concepts; review format for Community Gathering #2 (planning framework).

July 17, 2024: Meeting 5 – Review results of Community Gathering #2 and review format for Community Gathering #3 (plans and policies). Refine vision, goals, objectives, future land use alternatives, and plan components and policies based on engagement thus far. Identify special studies if desired.

September 18, 2024: Meeting 6 – Review special studies (if applicable); Non-Motorized Plan recommendations; review proposed implementation approaches and the Economic Development Strategic Program.

November 20, 2024: Meeting 7 – Refine implementation and zoning plan recommendations; discuss alignment with Capital Improvements Plan and other Township plans; review and refine the preliminary draft comprehensive plan.

January 15, 2025: Meeting 8 – Review Complete Streets Policy update and provide guidance on Road Standards Policy; continue to review and refine the preliminary draft comprehensive plan.



March 19, 2025: Meeting 9 – Review/recommend Road Standards Policy and any other policies or implementation components. Prepare for adoption of the comprehensive plan by the Township Board.

April 16, 2025: Meeting 10 – Review adopted zoning plan and final comprehensive plan. Thank you and next steps!

SEE YOU SOON!



What is a Master Plan?

The Michigan Planning Act defines a Master Plan as a land use and infrastructure plan that sets forth local goals, objectives, and policies for community growth and/or redevelopment over the next 20 - 30 years. The Master Plan is an official document authorized by Michigan law that serves as a basis for zoning and can be viewed as a blueprint for a community's future. State Law requires that a Master Plan be updated/reviewed at least every 5 years. Some benefits for having a Master Plan include:

1. **Consistency in decision making:** The plan gives decision makers a stable point of reference for taking action.
2. **Ability to make informed decisions:** The plan provides facts on existing conditions and trends, enabling decision makers to better understand the impact of their decisions. Staff use these documents to define scope of projects or leverage opportunities to pursue projects.
3. **Achieve predictability:** The plan describes where and what type of development the community desires. This information allows for the zoning, purchase, and use of land consistent with community goals.
4. **Maximizing use of resources:** The plan includes information from different stakeholders, departments, and sources. This information can be used in deciding and prioritizing which projects to undertake (such as promoting brownfield redevelopments, buying land for parks, or applying for grants for affordable housing, etc.) It also can be used to inform the location and size of utility extensions and coordinating road improvements.
5. **Preserving community character:** The plan describes the community's vision for the future and establishes its existing and intended growth. It permits the community to identify what is important and how it should be protected.
6. **Produce positive economic development:** Planning for a community helps existing residents and businesses better predict the future development of an area. This prediction creates a comfort level for knowing what to expect on neighboring properties. It also encourages new businesses and residential developments because there are clear expectations.

Where can Oshtemo Township's Master Plan be found?

Oshtemo's current Master Plan and its updates are outlined below with the most recent amendment completed in 2019. These documents can be found at <https://oshtemo.org/master-plan/>.

- *In Process: Housing Study and Action Plan*
- 2019 Village Theme Development Plan Update
- 2019 Go!Green Oshtemo
- 2017 Master Plan Update, included:
 - Maple Hill Drive Sub-Area Plan
 - Rural Preservation Strategy
- 2011 Master Plan
 - Genesee Prairie Sub-Area Plan
 - West Main Street Sub-Area Plan
 - 9th Street Sub-Area Plan
 - Century Highfield Sub-Area Plan

Memorandum

Date: 27 October 2023

To: Township Board

From: James Porter – Legal Department



Subject: Second Reading re Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s)

Objectives

To accept for Second Reading the proposed Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s).

Background

The Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s) would allow for an extension of the Moratorium(s) until February 27, 2024, or until such time as the General and Zoning Ordinance(s) can be revised to incorporate the necessary revisions to address connectivity and access management to ensure public health, safety and welfare, associated with the development of Private Roads/Streets.

Information Provided

I have attached a copy hereto of the Amended Private Roads/Streets General and Zoning Moratorium Ordinance(s).

Core Values

Public Service

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. 661

Adopted:

Effective:

An Ordinance to amend the Moratorium Ordinance No. 650 placing a Moratorium Ordinance on all Private Roads/Street Developments in the Township and amend the Oshtemo Charter Township Subdivision, Site Condominium, and Land Division Ordinance (Ord No.585) to impose a Moratorium on all Private Roads/Streets, until such time as the Ordinance can be revised, to incorporate the necessary revisions to address connectivity and access management to ensure, public health, safety, and welfare associated with the development of Private Roads/Streets.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

**AMENDED PRIVATE ROAD AND PRIVATE STREET GENERAL MORATORIUM
ORDINANCE NO. 661**

SECTION I. TOWNSHIP MORATORIUM ON PRIVATE ROADS/STREETS:

The Township hereby extends the six-month Moratorium enacted pursuant to Ordinance No. 650 on all New Private Roads or Private Streets, until February 27, 2024, or until such time that its Zoning and General Ordinances can be reviewed and amended, if necessary, to address connectivity and proper access management, to ensure public health, safety and welfare, associated with the development of Private Roads/Streets.

**SECTION II. AMENDMENT TO SECTION 29.008 OF THE SUBDIVISION SITE
CONDOMINIUM AND LAND DIVISION ORDINANCE:**

Amendment to Section 29.008 Subdivision/Site Condominium Design Layout Standards:

The provisions of Section 29.008 allowing for Private Roads/Streets, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION III. EFFECTIVE DATE:

This Ordinance will take effect upon Publication after Adoption in accordance with state law. Ordinances, or parts Ordinances, are in conflict herewith are hereby suspended until the Moratorium provisions of this Ordinance are otherwise amended or repealed.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO.662

Adopted:

Effective:

An Ordinance to amend the Moratorium Ordinance No. 651 placing a Moratorium in the Oshtemo Township Zoning Ordinance extending the Moratorium on all Private Roads/Streets, until February 27, 2024, or until such time as the Zoning Ordinance can be revised to incorporate the necessary revisions to address connectivity and access management to ensure, public health, safety and welfare, associated with the development of Private Roads/Streets.

THE CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN
ORDAINS:

AMENDED PRIVATE ROADS AND PRIVATE STREETS ZONING MORATORIUM

ORDINANCE NO. 662

SECTION I. AMENDMENT OF SECTION 34.70 OF THE TOWNSHIP ZONING ORDINANCE VILLAGE FORM BASED CODE OVERLAY ZONE:

The provisions of Section 34.70, allowing for Private Roads/Streets, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION II. AMENDMENT OF SECTION 35.50 FOR THE TOWNSHIP ZONING ORDINANCE 9TH STREET AND WEST MAIN OVERLAY ZONE:

The provisions of Section 35.50 dealing with site circulation that provides for two-way interior streets, or one-way interior streets, are temporarily suspended upon the enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION III. AMENDMENT OF SECTION 41.80 OF THE TOWNSHIP ZONING ORDINANCE PLANNED UNIT DEVELOPMENT:

The provisions of Section 41.80 allowing for Private Roads/Streets in Commercial Planned Unit Developments and Residential Planned Unit Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION IV. AMENDMENT OF SECTION 42.30 OF THE TOWNSHIP ZONING ORDINANCE RESIDENTIAL CONDOMINIUM DEVELOPMENT STANDARDS:

The provisions of Section 42.30 allowing for Private Roads/Streets or Private Drives in Residential Condominium Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION V. AMENDMENT OF SECTION 43.50 OF THE TOWNSHIP ZONING ORDINANCE OPEN SPACE COMMUNITY:

The provisions of Section 43.50 allowing for Private Roads/Streets in an Open Space Community, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VI. AMENDMENT OF SECTION 44.50 OF THE TOWNSHIP ZONING ORDINANCE OPEN SPACE PRESERVATION RESIDENTIAL DEVELOPMENT OPTION:

The provisions of Section 44.50 which allow for private two-way interior or private one-way roads/streets are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VIII. AMENDMENT OF SECTION 48.100 OF THE TOWNSHIP ZONING ORDINANCE CONDITIONS FOR SPECIFIED PERMITTED USER:

The provisions of Section 48.100 dealing with interior two-way drives/streets within a multifamily development Township Zoning Ordinance are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION VII. AMENDMENT OF SECTION 49.200 OF THE TOWNSHIP ZONING ORDINANCE REQUIREMENT FOR SPECIAL USES:

The provisions of Section 49.200, which allows an alternative to Public Streets in Non-Residential Site Condominium Developments, are temporarily suspended upon enactment of this extension of the Moratorium Ordinance, until February 27, 2024, or until otherwise amended or repealed.

SECTION IX. EFFECTIVE DATE:

This Ordinance will take effect upon Publication after Adoption in accordance with state law. Ordinances, or parts Ordinances, are in conflict herewith are hereby suspended until the Moratorium provisions of this Ordinance are otherwise amended or repealed.

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

Memorandum

Date: 20 October 2023
To: Township Board
From: James Porter – Legal Department
Subject: 5303 West Main Golf LLC - Liquor License Request



Objectives

To approve the Liquor License Request for 5303 West Main Golf LLC at 5303 West Main St Kalamazoo, MI 49009.

Background

Oshtemo Charter Township currently has three new Class C licenses, within our quota. 5303 West Main Golf 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 Township application, Restriction Agreement, and proof of payment.

Core Values

Public Service



LIQUOR LICENSE APPLICATION

Date: 10/2/23

Applicant Information:

Name (First, MI, Last): Roger E. Hinman
Address: 4104 Katydid Lane, Kalamazoo, MI 49008
Phone: (269) 342-8600 Email: roger@hinmancompany.com
As authorized agent of (company): 5303 W. Main Golf LLC

Applicant's Date of Birth: 10/19/1946 Place of Birth: _____
Citizenship (time/place of naturalization, if applicable): US

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

Yes Provide the date, place, and disposition of each application: In 2022,
a company I have an ownership in obtained a B-Hotel license
in Portage, Michigan

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: LLC formed September 2023

Business and Premises Information:

Business Name: 5303 W Main Golf, LLC

Address: 5303 W. Main St. 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 |
|----------------------------------|--------------|--|
| Joseph L. Gesmundo 2012 Trust | Member / 50% | 11550 East DE Ave. Richland, MI 49063 |
| Hinman Family LLC | Member / 50% | 4104 Katydid Lane Kalamazoo, MI 49006 |
| | | |
| | | |
| | | |

What is the character of the business, or the object(s) for the corporation/co-partnership was formed: To own and operate the Prairies Golf Club in Kalamazoo

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)):

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: Golf course operations

No

License Type:

This application is to Transfer an Existing License Obtain a New License

Obtain a "Limited License" pursuant to Public Act 270 of 2014

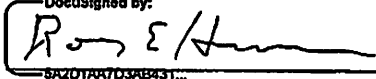
for the Manufacture (MCL 436.1603(15)(b)) Retail Sale

of beer, wine, and/or liquor under a Class C license.

Disclaimer and Signature:

By signing this application, the applicant affirms that the information provided herein is true and accurate to the best of their knowledge, and that the applicant will not any of the laws of the State of Michigan or of the United States or any ordinances of Oshtemo Charter Township in the conduct of its business. The applicant further affirms that should any information contained in the application (or attachments) change during the term of the license, the applicant will notify the Township Clerk (Clerk@oshtemo.org) in writing of the change within thirty (30) days.

I Roger Hinman, as agent for 5303 W Main Golf LLC have submitted all requested materials, and the required application fee- payable to Oshtemo Charter Township.

DocuSigned by:

Signature: _____
Title: Member
Date: 10/9/2023

**RESTRICTION AGREEMENT ON
TRANSFER OF CLASS C LIQUOR LICENSE**

AGREEMENT made this 11th day of October 2023, 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 5036 West KL Avenue, 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.

5303 West Main Golf LLC

By: DocuSigned by:
Joseph Gasmundo
Its: Authorized Agent

Licensee
Address: 5303 W Main St
Kalamazoo, MI 49009
Phone No. (269) 217-3477

CHARTER TOWNSHIP OF OSHTEMO

By: *Cheri Bell*
Cheri Bell
Its: Supervisor

Address: 7275 West Main Street
Kalamazoo, MI 49009
Phone No. (269) 375-4260

Oshtemo Charter Township

Receipt: 191925

10/19/23

7275 W MAIN ST
KALAMAZOO, MI 49009

Cashier: SHIGGINS
Received Of: LAKEWOOD MANAGEMENT

269-375-4260

OSHEMOTOWNSHIP.ORG

The sum of: 500.00

| | | | |
|------|----------------------------|-------|--------|
| 1303 | POLICE - LIQUOR LICENSE FE | | 500.00 |
| | | Total | 500.00 |

CHECK 13978 500.00

Signed: _____

MEMORANDUM



Date: November 1, 2023
To: Township Board
From: James Porter *[Signature]*
Subject: First Reading re Conditional Rezone of 8469 Stadium Dr

OBJECTIVE:

To accept for First Reading the Conditional Rezone of 8469 Stadium Dr from the current dual zoning of C - Local Business and RR – Rural to a Conditional Rezoning of C – Local Business District.

PROPOSED MOTION:

I move to accept the Planning Commission’s Recommendation for approval of the Conditional Rezoning of the subject property from the current dual zoning of C - Local Business and RR – Rural to a Conditional Rezoning of C – Local Business District.

BACKGROUND:

Attached is the Recommendation from the Planning Commission, signed by the Planning Director and the Meeting Minutes of October 26, 2023.

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. _____

Adopted:

Effective:

An Ordinance to amend the Oshtemo Charter Township Zoning Ordinance by the conditional rezoning of EZ Mart located at 8469 Stadium Dr, Parcel No.3905-33-402-341, from the current dual zoning of C - Local Business and RR – Rural to a Conditional Rezoning of C – Local Business District of the Oshtemo Charter Township Zoning Ordinance. This 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 33. The Oshtemo Charter Township Zoning Ordinance is hereby amended to conditionally rezone EZ Mart, located at 8469 Stadium Dr, Parcel No.3905-33-402-341, to conditionally rezone the subject property from the current dual zoning of C - Local Business and RR – Rural to a Conditional Rezoning of C – Local Business District of the Oshtemo Charter Township Zoning Ordinance, with the following conditions:

1. The conditional rezoning will be tied to a site plan for a 7,500 square foot, 3-unit building, one of which would include the EZ Mart store, to be approved by the Township Planning Commission.
2. Permitted uses will be limited to the following indicated in the C - Local Business District:
 - a. Any business primarily for the retail sale of merchandise or services in which any manufacturing, assembling, or fabricating is merely incidental to and an unsubstantial part of said business.
 - b. Banks, credit unions, savings and loan offices and similar financial institutions.
 - c. Offices.
 - d. Laundromats and dry-cleaning establishments, excluding those establishments providing cleaning services for other laundromat and dry-cleaning establishments.
 - e. Medical clinics.
 - f. Pet shops.
 - g. Houses of worship.
 - h. Commercial Center
 - i. Accessory buildings and uses customarily incidental to the foregoing.

3. Permitted uses with conditions and special uses will remain as allowed by the C – Local Business District.

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

DUSTY FARMER, CLERK
OSHTEMO CHARTER TOWNSHIP

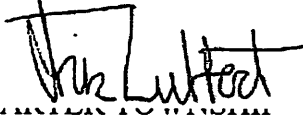
OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

RECOMMENDATION OF THE OSHTEMO CHARTER TOWNSHIP PLANNING
COMMISSION RESULTING FROM A PUBLIC HEARING CONDUCTED ON
OCTOBER 26, 2023

The Oshtemo Charter Township Planning Commission hereby recommends APPROVAL of the conditional rezoning of 8469 Stadium Drive from split-zoned C: Local Business District and RR: Rural Residential to C: Local Business District of the Oshtemo Charter Township Zoning Ordinance. The subject property is 1.58 acres, Parcel No. 05-33-402-341, and is more particularly described as follows:

PLAT OF FRIE & GIBBS LOT 4 BLK 4 EXC S 420 FT THEREOF * **12-98 1998
DESCRIPTION REVISION

A copy of the Planning Commission Staff Report and the Draft Meeting Minutes from the October 26, 2023 Public Hearing are attached to this Rec


OSHTEMO CHARTER TOWNSHIP
PLANNING COMMISSION

Date: November 1, 2023

By: _____
Iris Lubbert, AICP
Township Planning Director

Final Action by Oshtemo Charter Township Board

_____ APPROVED _____

_____ DENIED _____

_____ REFERRED BACK TO PLANNING COMMISSION

PLANNING COMMISSION

DRAFT MINUTES OF A MEETING HELD OCTOBER 26, 2023

Agenda

PUBLIC HEARING – CONDITIONAL REZONING – 8469 STADIUM DRIVE

Khem Virk was requesting to conditionally rezone 8469 Stadium Drive, from its current split zoning of R-2, Residence, and C, Local Business District to C, Local Business District, to facilitate the redevelopment of the property into a 7,500 square foot, multi-tenant commercial building.

WORK SESSION: Private Drive/Street Ordinance Update

A meeting of the Oshtemo Charter Township Planning Commission was held Thursday, October 26, 2023, commencing at approximately 6:00 p.m. at the Oshtemo Township Hall, 7275 West Main Street.

ALL MEMBERS

WERE PRESENT:

Phil Doorlag, Chair
Deb Everett
Zak Ford, Board Liaison
Scot Jefferies
Micki Maxwell, Vice Chair
Scott Makohn
Alistair Smith

Also present: Jim Porter, Township Attorney, Leeanna Harris, Zoning Administrator, Colten Hutson, Zoning Administrator, Suzanne Schulz, representative of Progressive AE, and several members of the public.

Call to Order and Pledge of Allegiance

Chairperson Doorlag called the meeting to order at 6:00 p.m. and invited those present to join in the Pledge of Allegiance.

Approval of Agenda

Hearing no requests for changes to the agenda, the Chair asked for a motion.

Mr. Ford **made a motion** to approve the Agenda as presented. Ms. Everett **seconded the motion**. The **motion was approved** unanimously.

Public Comment on Non-Agenda Items

Mr. Curt Aardema, AVB, 4200 W. Centre Avenue, said he had marked up a draft of the MU District document with comments for consideration in an effort to be efficient, distributed copies to Commissioners, and said he would provide copies to the Township office as well.

The Chair thanked him and said Commissioners would review the documents for future discussion.

Approval of Minutes: September 14, 2023

Chairperson Doorlag asked if there were additions, deletions, or corrections to the Minutes of the Meeting of September 14, 2023.

Hearing none, he asked for a motion.

Mr. Ford **made a motion** to approve the Minutes of the Meeting of September 14, 2023 as presented. Mr. Smith **seconded the motion**. The **motion was approved** unanimously.

Chairperson Doorlag moved to the next agenda item and asked Ms. Harris for her presentation.

PUBLIC HEARING – CONDITIONAL REZONING – 8469 STADIUM DRIVE

Ms. Harris said Khem Virk was requesting to conditionally rezone 8469 Stadium Drive, Parcel No. 3905-33-402-341, from its current split zoning of R-2, Residence, and C, Local Business District to C, Local Business District, to facilitate the redevelopment of the property into a 7,500 square foot, multi-tenant commercial building.

Ms. Harris indicated that presently, the 1.58-acre property at 8469 Stadium Drive is dual-zoned C: Local Business District on the northern section and RR: Rural Residential on the southern section. The applicant wished to rezone the entire property to C: Local Business District in order to redevelop the property.

The EZ Mart liquor and convenience store has been operating at 8469 Stadium Drive for at least 22 years. The applicant, Khem Virk, was proposing to demolish the existing 2,240 square foot retail space to build a new 7,500 square foot, 3-unit building, one of which would include the EZ Mart store. The remaining two units would be developed as "white box," with future uses to be determined. A site plan for the proposed 7,500 multi-tenant building is one of the conditions of rezoning outlined by the applicant.

Article 66 — Conditional Rezoning Considerations

Ms. Harris summarized the conditions the applicant was proposing for rezoning of the property at 8469 Stadium Drive:

1. The conditional rezoning will be tied to the site plan approved by the Township Planning Commission.
2. Permitted uses will be limited to the following indicated in the C - Local Business District:
 - a. Any business primarily for the retail sale of merchandise or services in which any manufacturing, assembling, or fabricating is merely incidental to and an unsubstantial part of said business.
 - b. Banks, credit unions, savings and loan offices and similar financial institutions.
 - c. Offices.
 - d. Laundromats and dry-cleaning establishments, excluding those establishments providing cleaning services for other laundromat and dry-cleaning establishments.
 - e. Medical clinics.
 - f. Pet shops.

- g. Houses of worship.
 - h. Commercial Center
 - i. Accessory buildings and uses customarily incidental to the foregoing.
3. Permitted uses with conditions and special uses will remain as allowed by the C – Local Business District.

She noted Article 66 of the Township Zoning Ordinance outlines the process for a conditional rezoning to be considered, which is consistent with Section 405 of the Michigan Zoning Enabling Act (MCL 125.3405) by which an owner seeking a rezoning may voluntarily propose conditions regarding the use and/or development of land as part of the rezoning request. The Zoning Enabling Act, which allows Townships to zone property, does not provide any required standards that a Planning Commission must consider when reviewing a rezoning request. However, there are some generally recognized factors that should be deliberated before a rezoning decision is made. Ms. Harris outlined these considerations along with staff's analysis, incorporating the applicants' proposed conditions:

1. Master Plan Designation

The Township's adopted 2017 Future land Use Map designates 8469 Stadium Drive and the properties to the north, northeast, and east as Neighborhood Commercial. The Desired Future Development Pattern for "Neighborhood Commercial" as outlined in the Master Plan are:

- Be located on an arterial or a major collector street.
- Be located in the rural portion of the Township to serve rural residents.
- Designed to be compatible with adjacent land uses in building scale and site development.
- Utilize access management techniques like shared curb cuts to reduce impact on road system.

"Neighborhood Commercial" is described as low intensity commercial and retail establishments. Specifically, the Future Land Use category of Neighborhood Commercial is intended to support the Rural Preservation Strategy of the Plan. Per this strategy, locally oriented service establishments would be appropriate. She noted there is no existing zoning district within the Township Ordinance that accomplishes the goals of the Neighborhood Commercial designation. As is, the C, Local Business zoning classification allows for uses that would be well outside the desired character for the area. This is why only roughly half of the site is currently zoned straight commercial so as to limit the scale of development at this site.

A conditional rezoning for the entirety of the property is appropriate to ensure is approved is tailored to the desired goals and outcomes for the area. In their conditions the applicant has tailored the permitted uses to be more in line with the vision of the Master Plan's Neighborhood Commercial designation. In addition, by tying the rezoning to a site plan for a 7,500 square foot, three-unit building, the reviewing body is guaranteed a specific development and design for the site. In reviewing the proposed site plan, staff deemed the proposed development and building scale compatible with adjacent land uses. The proposed rezoning conditions honor the intent and are consistent with the Master Plan's Neighborhood Commercial designation.

2. Consistency of the Zoning Classification in the General Area

8469 Stadium Drive is in the middle of a wide assortment of zoning classifications. The subject site is currently split-zoned, with the northern portion being zoned C, Local Business, and the southern portion being zoned R-2, Residence. To the north and northwest, there are properties that are zoned RR: Rural Residential. To the southeast, there are properties zoned R-2: Residence District. To the northeast, there are properties that are zoned I-1: Industrial and I-R: Industrial.

Rezoning the back half of the property to commercial would be consistent with the zoning classifications in the area. The proposed use is consistent with the C, Local Business zoning classification.

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

Per the Township Master Plan, the Future Land Use category of Neighborhood Commercial is intended to support the Rural Preservation Strategy of the Plan. Per this strategy, Neighborhood Commercial areas are in strategic locations within the western portion of the Township. The Master Plan designates these areas as low intensity commercial and retail establishments that would accommodate a planned mixture of farm service business and other locally oriented service establishments. The intent is to provide services, like a small convenience store, that will support and be compatible with nearby residential development. The establishment of a neighborhood commercial enterprise at this location would be consistent with the 2017 Future Land Use designation for this area.

The applicant was proposing to construct a three-unit, 7,500 square foot retail establishment. One of the three units within the building will be 4,000 square feet and the other two 1,750 square feet. The existing EZ mart store on this site is an estimated 2,240 square feet. A winery establishment to the north of the subject site is an estimated 5,520 square feet. The scale of the proposed building, and specifically the size of the proposed units within the building, ensure lower scale commercial operations consistent with land use patterns in the area.

4. Utilities and Infrastructure

Utilities and infrastructure are 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 Stadium Drive; however, based on the location, sanitary sewers are not available. Therefore, after being reviewed and approved by the Public Works Department, a septic tank was proposed on site.

5. Reasonable Use under Current Zoning Classification

The property is currently zoned C: Local Business District on the northern portion of the property with the southern portion zoned RR: Rural Residential. The present EZ Mart is operating in the area that is zoned C: Local Business District, which is a permitted use by right within the C district. Reasonable use under the current zoning ordinance is still achievable, even with split zoning. However, some development restrictions are present due to the split zoning, which is the reason for the conditional rezoning request.

6. Effects on Surrounding Property

The applicant indicated the entire subject site would be conditionally rezoned and redeveloped into a multi-tenant commercial establishment. It is intended that EZ Mart, the existing use onsite, will occupy the 4,000 square foot unit; the other two 1,750 square foot units are for future tenants. Any redevelopment of the property would have effects on the surrounding property in the area. Ultimately, the impacts on the surrounding properties may be more significant with the proposed 7,500 square-foot multi-tenant building than what is currently experienced by the 2,240 square foot convenience store on the property or by the winery located to the north. However, the 2017 Oshtemo Township Master Plan determined that such an impact would be minimal due to the area in question being planned for neighborhood commercial, subject to the proposed use complying with the neighborhood commercial intended uses. Staff felt the proposed site plan allows for three uses that would be considered appropriate following the intent of the neighborhood commercial designation.

Ms. Harris then walked through the staff analysis of **Section 64: Site Plan Review:**
General Zoning Compliance:

Zoning: 8469 Stadium Drive is currently dual-zoned RR: Rural Residential on the south and C: Local Business District on the north. If the rezoning were approved, the entire site would be C: Local Business District. The proposed percentage of land on-site covered by impervious surfaces is 42% and the remaining 58% is reserved for open space. All general zoning requirements have been met.

Parcel Dimensions: The site under consideration is about 1.8 acres with frontage on 3 streets (Yucca Drive to the east is not yet installed). On Stadium Drive, there is approximately 307 feet of frontage and along South 5th, approximately 223 feet of frontage. The parcel exceeds the minimum property area (50,000 square feet) and minimum frontage (200 feet) requirements within the C: Local Business District.

Setbacks: Generally, properties within the C: Local Commercial District must have a minimum front yard setback of 70 feet however, there are some exceptions. In this case, the ordinance requires a 120-foot front yard setback from the centerline of Stadium Drive. The proposed building is located approximately 121.7 feet from Stadium Drive, 70 feet from South 5th Street, and 71.4 feet from the uninstalled Yucca Drive. Per the ordinance, the minimum setback distance between any building and any rear or interior side property line shall be 20 Ft or the height of the building, whichever is greater. The proposed building is just under 24 Ft tall. The proposed rear yard setback is over 100 feet. All setback requirements have been met.

Access and Circulation

Access: The property currently has an access point off Stadium Drive. To improve safety, the applicant has moved the access point to South 5th Street. Circulation aisles within the proposed site plan are approximately 24 feet wide and have safe turning radii, with a 30-foot entrance width from South 5th Street. Fire engines and other vehicles have ample space and circulation if emergency response is needed. Oshtemo's Fire Marshal reviewed the proposed layout and had no concerns in terms of access and circulation. Ms. Harris noted all driveways will need to be

reviewed and approved by the Road Commission of Kalamazoo County and that an approved driveway permit will need to be submitted prior to building permit issuance.

Additionally, she said the applicant provided a letter of intent in accordance with Article 52.140 requesting a deviation from the requirements in Article 52.60 that states loading and unloading areas shall be to the rear of the building. The applicant requested to locate the loading and unloading areas to the east side of the building with the following three provided reasons:

1. The existing site is not only a corner lot, but has three frontages.
2. The main entrance is now off S. 5th street; the loading area is to the rear of this main entrance.
3. The site layout and traffic circulation work well with much of the parking on the north and south sides of the building. The loading zone on the back (south) of the building would hinder pedestrian foot traffic to the building.

Ms. Harris indicated the requested deviation appropriate given the site's layout and location between three streets.

Parking: The proposed structure on this site will serve three general commercial uses. Section 52.100 of the zoning ordinance for uses of this nature requires one parking space for every 150 square feet (SF) of net floor area. A 7,500 SF building with 5,250 SF usable floor area (UFA) is proposed, with the result that 35 parking spaces are required. The proposed site plan provides a total of 35 parking spaces, three of which are ADA. All parking requirements have been met. She noted restaurants will not be permitted at this location.

Shared Use Path: The Township's Non-Motorized Transportation Plan identifies a 6-foot wide Shared Use Path along the frontage of this property on Stadium Drive. The applicant has shown this path on their plan, along with a ramp and detectable warning plates, and will coordinate its design and installation with the Township's Public Works Department.

Internal Sidewalk Network: Per Section 57.90 of the Ordinance, an internal sidewalk network is required. The proposed site plan has a sidewalk on the northern and western side of the building abutting parking and includes a sidewalk connection from the building to Stadium Drive.

Building Design

Building Information: The proposed 7,500 SF one story building will be 24 feet tall. The proposed dumpster enclosure will be placed in the rear right corner of the site and made of cedar planks. The applicant has provided elevations. She noted the elevations do not include materials or color. Updated elevation drawings including these details will be required.

Fencing: No fencing was proposed.

Lighting: A lighting and photometric plan was provided that meets all lighting ordinance requirements.

Signs: The applicant was proposing one monument sign near the northwest of the property and

indicated all signage shall be reviewed separately by Township Staff through the Township's sign permit application process after site plan approval. The location of the monument sign is satisfactory.

Landscaping

A landscaping plan was submitted that meets all landscape ordinance requirements.

Engineering

Prein & Newhof and the Oshtemo Public Works Department reviewed the project site plan and noted all on-site engineering concerns have been addressed.

Fire Department

The Township Fire Marshal was satisfied with the overall design of the site. One fire hydrant is required to be placed on-site and has been provided in the site plan.

RECOMMENDATION:

Ms. Harris said Planning Department staff recommended the Planning Commission recommend approval of the proposed Conditional Rezoning for EZ Mart at 8469 Stadium Drive from the split-zoned C: Local Business District and RR: Rural Residential to C: Local Business District with the conditions outlined by the applicant to the Township Board for the following reasons:

1. The Oshtemo Township 2017 Master Plan's Future Land Use Plan designates the subject property as Neighborhood Commercial. The restricted list of uses and site plan for a 7,500 square foot, three-unit commercial building are consistent with the intent of the Neighborhood Commercial Designation.
2. The proposed uses and scale of the proposed building are consistent with the land use pattern in the area.
3. The subject property is adjacent to other C: Local Business District properties to the east and industrial uses to the north. The proposed conditional rezoning is consistent with the zoning classifications in the general area.
4. The conditional rezoning of the subject site to C: Local Business District would provide a reasonable use of the property.

If the conditional rezoning is approved, the following conditions shall be tied to the correlating site plan:

1. Planning Commission to grant a deviation from the requirements in Article 52.60 that states that loading and unloading areas shall be to the rear of the building. Permitting loading/unloading areas to be on the east side of the building.
2. An approved driveway permit from the Road Commission of Kalamazoo County shall be submitted to the Township prior to building permit issuance.
3. The existing access point on Stadium Drive shall be closed.
4. Sidewalk connections shall be coordinated with the Oshtemo Township Public Works department and installed prior to occupancy.
5. Updated elevation drawings, including façade materials and colors, shall be provided to the

- Township prior to building permit issuance.
6. All signage shall be reviewed separately by staff through the Township's sign permit application process after site plan approval.
 7. An approved SESC permit shall be provided to Oshtemo Township prior to building permit issuance.
 8. A 20' public utility easement is proposed and will need to be recorded and submitted to the City of Kalamazoo and Oshtemo Township.
 9. The installation of all utilities shall be coordinated with the appropriate corresponding agency.

Chairperson Doorlag thanked Ms. Harris for her presentation and asked if the easement for water was only along Stadium Drive.

She suggested he ask the applicant.

Mr. Jefferies asked how this request differs from a similar one the Commission denied recently.

Ms. Harris said this request is different in size and scale, being closer to the size of other buildings in the area as well as less intensity of use.

The Chair expanded that the previous request was for a 12,000 sq ft building for one tenant; this request is for a total of 7,500 square feet for three businesses.

Mr. Jefferies said it was desirable to retain the rural character.

Chairperson Doorlag said as this property is on two street frontages, the buffer is not as critical here. The look and feel of the parcel is different than the one that is on Stadium Drive only, and it is best practice to move the drive to 5th St.

Mr. Jefferies asked if the penetrator St. on Yucca is being abandoned.

Ms. Harris said it is still currently plotted.

Attorney Porter noted the property owner is planning to reverse that in the future.

As there were no further questions, the Chair asked if the applicant wished to speak.

Mr. Tyler Cravens, Mid-State Engineering of Delton MI, said the overall goal is to provide a better building with more goods and services for residents. He noted a 20 foot water easement is needed as two public fire hydrants will need to be installed.

Mr. Jefferies asked if there is any thought the entire building could be a larger convenience store.

Mr. Cravens said neither another convenience store nor an expansion is planned. He also confirmed the back door would be used by employees only. Customers will park in the rear and follow a sidewalk to the front door.

Mr. Jefferies asked if there might be a drive-thru in the future.

Mr. Cravens said a coffee shop or restaurant is prohibited, so there will be no drive-thru added.

Mr. Everett asked what the process would be if the applicant wishes to change an approved plan.

Attorney Porter said in such a case the applicant would have to come back to the Commission with a request to change the conditional rezoning and the site plan.

He also confirmed for Mr. Jefferies that the conditional zoning would follow the property regardless of who owns it.

Hearing no further questions, the Chair moved to a Public Hearing.

Mr. Larry Cruz spoke, indicating he lives across the Street from 5th Street. He expressed concern about septic issues, an increase in traffic noise, that people currently drink while sitting in the parking lot waiting for the store to open, that there are already many traffic accidents in that area, whether open store hours will be limited, a concern that his property taxes may be increased as a result of the new building, and a suggestion that a back-up system be provided to power the store out of concern about power outages causing spoiled food merchandise.

Ms. Denise Runge said she lives across from EZ Mart and often hears screechy tires; there are many accidents, and she is most worried about the noise from a building three times the size of the current business. She also picks up trash every day left by store customers and expects that to increase. She was also concerned about her property's value.

Hearing no further comments, Chairperson Doorlag closed the Public Hearing and moved to Board Deliberations.

Mr. Jefferies said he sees the benefits to safety and traffic concerns if the 5th Street access change is made; success of the access/use for parking lot loading and unloading will depend on the owner managing it with drivers.

Mr. Ford agreed that traffic safety should improve with the change to 5th St. access.

Chairperson Doorlag thought it might be valid to limit hours of operation, but Attorney Porter said there is no limitation on open hours in the Township's ordinance and noted that conditions requested by the applicant by law cannot be changed by the Commission.

Mr. Smith wondered if loading/unloading should be addressed in the site plan.

The Chair indicated it is up to the business owner as to how they operate their business and noted if loading/unloading is done in the rear it will interfere with customers trying to access the building.

Mr. Ford said he was sympathetic to residents' traffic concerns, but felt what is being proposed will provide improved traffic management and benefits to the Township and supported the recommendation for approval.

Chairperson Doorlag asked for a motion.

Mr. Ford **made a motion** to approve the conditional rezoning request to rezone 8469 Stadium Drive, Parcel No. 3905-33-402-341, from its current split zoning of R-2, Residence, and C, Local Business District to C, Local Business District to facilitate the redevelopment of the property into a 7,500 square foot, multi-tenant commercial building based on the following reasons:

1. The Oshtemo Township 2017 Master Plan's Future Land Use Plan designates the subject property as Neighborhood Commercial. The restricted list of uses and site plan for a 7,500 square foot, three-unit commercial building are consistent with the intent of the Neighborhood Commercial Designation.
2. The proposed uses and scale of the proposed building are consistent with the land use pattern in the area.
3. The subject property is adjacent to other C: Local Business District properties to the east and industrial uses to the north. The proposed conditional rezoning is consistent with the zoning classifications in the general area.
4. The conditional rezoning of the subject site to C: Local Business District would provide a reasonable use of the property.

Mr. Smith **supported the motion.** The **motion was approved** unanimously.

Mr. Doorlag **made a motion** to approve the correlating site plan as requested to include the deviation for loading and unloading as listed below in the nine staff recommendations for approval:

1. Planning Commission to grant a deviation from the requirements in Article 52.60 that states that loading and unloading areas shall be to the rear of the building. Permitting loading/unloading areas to be on the east side of the building.
2. An approved driveway permit from the Road Commission of Kalamazoo County shall be submitted to the Township prior to building permit issuance.
3. The existing access point on Stadium Drive shall be closed.
4. Sidewalk connections shall be coordinated with the Oshtemo Township Public Works department and installed prior to occupancy.
5. Updated elevation drawings, including façade materials and colors, shall be provided to the Township prior to building permit issuance.
6. All signage shall be reviewed separately by staff through the Township's sign permit application process after site plan approval.
7. An approved SESC permit shall be provided to Oshtemo Township prior to building permit issuance.
8. A 20' public utility easement is proposed and will need to be recorded and submitted to the City of Kalamazoo and Oshtemo Township.
9. The installation of all utilities shall be coordinated with the appropriate corresponding agency.

Mr. Smith **supported the motion.** The **motion was approved** unanimously.

WORK SESSION: Private Street Ordinance

Chairperson Doorlag moved the meeting to a work session at approximately 7:00 p.m.

Suzanne Schulz, a representative from Progressive AE provided a presentation on the purpose, intent, and outcomes of a Private Street Ordinance for Oshtemo. She described how it would be developed and organized, sought their input, and as the group was very enthusiastic about the approach, process and desired outcome, she indicated when she returns in

December, she will bring a draft Ordinance for their consideration. If approved at that meeting, it will be recommended to the Township Board for approval at a January 2024 meeting.

OTHER UPDATES AND BUSINESS

Mr. Jefferies reported he attended the Citizen Planner program provided by MSU Extension and found it very helpful.

ADJOURNMENT

With there being no further business to consider, Chairperson Doorlag adjourned the meeting at approximately 7:56 p.m.

Minutes prepared:
October 27, 2023

Minutes approved:
_____, 2023

Memorandum

Date: 14 November 2023
To: Township Board
From: Sara Feister, Human Resources Director
Subject: 2024 Employee Benefit Package



Objective

PROPOSED MOTION: Requesting Board approval of the 2024 Employee Benefit Package.

Background

The Township provides a comprehensive benefit package to employees. The Township works closely with Nulty as our agent for most of the benefits provided. Annually, typically in October, the renewal of benefit plans is discussed with Nulty, to talk through any suggested vendor changes to plans and any additional options therein. Supervisor and HR in 2021 and 2022 attended this meeting to review plan renewals for the subsequent year. In 2023, the Township Supervisor, HR, and (per the Oshtemo Local #5240 Collective Bargaining Agreement 2023-2025) a representative from the Local IAFF #5240 (Firefighter's Union) were present at the renewal meeting.

Summary of 2024 Employee Benefit Package

- ❖ Medical Insurance (Blue Cross Blue Shield of Michigan)
 - High Deductible Health Plan (HDHP)
 - 8.61% increase
 - Deductible increasing from \$3000/\$6000 to \$3200/\$6400 (IRS requirement)
 - Out of Pocket Limit decreasing from \$6000/\$12000 to \$3200/\$6400
 - Traditional Health Plan
 - 6.06% increase
 - No structure changes.
- ❖ Dental Insurance (Delta Dental)
 - 7.99% increase
 - No structure changes.
- ❖ Vision Insurance (Delta Vision/VSP Network)
 - 4.00% increase
 - No structure changes.
- ❖ Short- & Long-Term Disability Insurance (NIS/Kansas City Life)
 - No increase
 - No structure changes.
- ❖ Life/AD&D Insurance (Currently Consumers Life, Moving to Colonial Life)
 - Consumers Life 2024 cost is approximately \$7100. Colonial Life 2024 cost is approximately \$4300.
 - Increasing Paid on Call Firefighter benefit from \$7500 to \$50000 (same as full time)
 - NOTE: We have the opportunity to increase a current benefit while still seeing a cost savings!
- ❖ Long Term Care Insurance (UNUM)
 - No increase
 - No structure changes.
- ❖ Health Savings Account for employees enrolled in the HDHP (Currently Navia, Moving to Kushner)
 - Requesting Board approval to fund employee HSAs \$1600/\$3200 (50% of the deductible amount, which is equivalent to 2023 funding)
 - Navia 2024 cost for administrative fees is approximately \$1200. Kushner 2024 cost is approximately \$1000.
- ❖ Health Reimbursement Arrangement for employees enrolled in the Traditional HP (Currently Navia, Moving to Kushner)
 - No structure changes.
 - Navia 2024 cost for administrative fees is approximately \$2400. Kushner 2024 cost is approximately \$1200.

- ❖ Worker’s Compensation (Accident Fund)
 - Increase amount is unknown and pending annual claim audit (2023 increase was \$7,600)
 - No structure changes.
- ❖ Firefighter Supplemental Insurance (VFIS)
 - Unknown amount of increase, if any (there was no increase from 2021 to 2022)
 - No structure changes.
- ❖ Retiree Health Care Savings Plan (MERS)
 - No structure changes.
- ❖ 401(a)/457(b) Retirement Account (Greenleaf Trust)
 - No structure changes.
- ❖ Paid Time Off & Holiday Pay
 - No structure changes (apart from changing how the Floating Holiday is assigned, which was approved at the 10/24/23 Board Meeting)

Voluntary Employee Paid Benefits

- ❖ Supplemental Insurance (AFLAC)
 - No structure changes.
- ❖ Medical, Limited Term, & Dependent Care Flexible Spending Accounts (Currently Navia, Moving to Kushner)
 - No structure changes.
 - Navia 2024 cost for administrative fees is approximately \$2400. Kushner 2024 cost is approximately \$1000.
- ❖ Additional Life/AD&D Insurance (Currently UNUM, Moving to Colonial Life)
 - UNUM 2024 cost to employees is approximately \$7400. Colonial Life 2024 cost to employees is approximately \$4600.

Affordable Care Act (ACA) & Applicable Large Employer (ALE) Information

To qualify as an ALE, an employer must employ, on average, at least 50 full-time employees, including full-time equivalent employees (FTEs), on business days during the preceding calendar year. Employers will determine each year, based on their current number of employees, whether they will be considered an ALE for the next year. Starting in January of 2024, Oshtemo Charter Township will do the ALE calculation. Additional information on ACA requirements (which include 1094-C & 1095-C tax forms) for ALEs is available upon Board request.

Insurance Quoting

The census that employers complete annually is what the insurance carriers use to produce quotes. The employer includes only benefit eligible employees on the census. The eligibility (minimum of 32 hours) is determined by the employer and should be stated in the employer’s Summary Plan Description (SPD). At Oshtemo Township, Paid On call Firefighters, Seasonal employees, & Part Time employees under 32 hours per week are exempt from health insurance benefits per our Summary Plan Description (SPD); therefore, these employees are not included on the census. When our census was completed this year, we had 43 eligible employees. This meant that for medical quoting only, the carriers quoted us as small group – under 50 employees.

Information Attached

1. Budget Analysis (including 2023 cost, 2024 budget, and 2024 projected amount)

Core Values

Sustainability. Integrity, Fiscal Stewardship

2023/2024 BUDGET & COST ANALYSIS

| Description | 2023 Carrier | 2024 Carrier | 2023 Total Cost | 2024 Budget | 2024 Projected Cost |
|--|------------------|------------------|---------------------|---------------------|---------------------|
| Medical Insurance | BCBSM | BCBSM | \$331,103.14 | \$370,000.00 | \$395,273.67 |
| Dental & Vision Insurance | Delta Dental | Delta Dental | \$27,402.49 | \$37,000.00 | \$34,046.64 |
| Health Savings Account (HSA) Funding | N/A | N/A | \$38,250.00 | \$35,000.00 | \$55,000.00 |
| Health Reimbursement Arrangement (HRA) Funding | N/A | N/A | \$3,000.00 | \$25,000.00 | \$10,000.00 |
| Medical Opt Out | N/A | N/A | \$15,000.00 | \$24,000.00 | \$15,000.00 |
| HRA, FSA, & HSA Administration Fees | Navia | Kushner | \$3,550.00 | \$4,500.00 | \$3,200.00 |
| Long Term Care | UNUM | UNUM | \$5,364.92 | \$6,500.00 | \$5,400.00 |
| LTD & STD | Kansas City Life | Kansas City Life | \$15,401.28 | \$17,000.00 | \$15,500.00 |
| Life Insurance/AD&D | Consumers Life | Colonial Life | \$7,078.22 | \$9,000.00 | \$4,300.00 |
| Medicare Reimbursement | N/A | N/A | \$1,947.84 | \$2,500.00 | \$2,000.00 |
| Worker's Compensation | Accident Fund | Accident Fund | \$87,126.00 | \$104,000.00 | \$95,000.00 |
| Firefighter Supplemental Insurance | VFIS | VFIS | \$18,519.00 | \$20,000.00 | \$18,600.00 |
| | | | \$553,742.89 | \$654,500.00 | \$653,320.31 |

**contingent on actual 2024 enrollments*

**estimate based on previous year*

POLICE PROTECTION AGREEMENT

This Agreement is made this 17 day of Dec., 2019, by and between the County of Kalamazoo, hereinafter designated "County"; the Sheriff of Kalamazoo County, Michigan, hereinafter designated "Sheriff"; and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter designated "Township."

WITNESSETH:

WHEREAS, Act 246 of the Public Acts of 1945, as amended [MCL 41.181], authorizes a township, by resolution, to appropriate funds and call upon the sheriff of the county to provide special police protection for the township, including enforcement of local township ordinances; and

WHEREAS, Act 33 of the Public Acts of 1951, as amended [MCL 41.801], further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, The Township accordingly desires to enter into an Agreement with the Sheriff and the County for additional police protection within the Township.

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

1. The Township, under the authority of the aforementioned Public Acts, hereby calls upon the Sheriff to furnish additional special police protection within the Township for the enforcement of state and local laws and ordinances of the Township, subject to the terms and conditions hereinafter contained. Within the limitations of available personnel, the Sheriff hereby covenants and agrees to furnish such additional police protection under such terms and conditions.

2. For the time period of January 1, 2020 through December 31, 2023, the County and the Sheriff agree to provide the equivalent of five (5) full-time Uniform Services Section Deputies, with appropriate experience, to service the Township with additional special police protection and to provide the necessary hours for overtime in relation to the routine duties of those officers. The County and the Sheriff agree to provide one (1) full-time Lieutenant, with appropriate experience, to direct overall police service operations within the Township including, subject to the terms and conditions of all applicable collective bargaining agreements, scheduling the Deputies, coordinating police services, analyzing operations to develop plans and manage resources and ensure the effective and efficient delivery of such services. The County and the Sheriff agree to provide the equivalent of one (1) full-time Sergeant, with appropriate experience, to supervise the Deputies. The County and Sheriff agree to provide the equivalent of one (1) full-time traffic enforcement Deputy who will ordinarily issue citations under the Township's Uniform Traffic Code ordinance. The full-time Traffic Deputy will operate throughout the entire

Township. Traffic enforcement will take place as directed by the Sergeant with input from the Township Supervisor. The traffic enforcement Deputy will serve as the primary Deputy to handle traffic accidents thereby relieving Uniform Services Section Deputies to respond as needed. The County and Sheriff agree to provide one (1) full-time Community Policing Deputy. Also, the County and the Sheriff agree to provide the necessary associated personnel, equipment, and services, and other various indirect and associated costs in support of the above.

3. For the performance of the above-described services, the Township agrees to pay the County pursuant to the Township Contracting Rate Schedule 2020 that is attached as Exhibit 1 and incorporated by reference in this Agreement. The amount due will be calculated based upon the position assigned and include the amount of any shift differential, if applicable. The County shall submit an itemized quarterly invoice for services showing the costs, days and hours worked by each position assigned. Payment will be made within ten (10) days of the receipt of the itemized invoice. The reduction in the Township's payment under this Agreement will be required whenever a patrol officer is absent from his/her scheduled shift during the month without suitable replacement. For each subsequent year of the Agreement the County will provide the Township with an updated Contracting Rate Schedule utilizing the formula in Exhibit 1.
4. Reporting: The Sheriff/County will provide Crime Watch or similar reporting data to the Citizens of the Township through an internet address. The Sheriff will continue to provide reports for the Township through the Sheriff's Liaison or Command Officer assigned to the Township. The reports will reflect the call volume, clearance rates, and type of calls monitored. The reporting will show trends and tracking related to the Township. The reports described in this Paragraph may include, but will not be limited to, an Annual Report; Oshtemo Township Monthly Statistical Reports; Oshtemo Township Year-to-Date Statistical Reports; UCR/Clearance Reports (Clearance will mean the resolving of a crime); and Crime Watch Internet Reports.
5. If the Township intends to extend this Agreement it will notify the County and the Sheriff in writing on or before September 1, 2023, and submit a request describing the police services desired. As soon as practicable after receiving the Township's request, the County and the Sheriff will provide the Township with a written statement of the costs for such services. The parties will work in good faith to enter into a new Agreement for the subsequent year(s).
6. These Deputies (s) will work principally within the boundaries of the Township and will not be employed by the Sheriff outside of said boundaries, except in case of general public emergencies, riots or civil disturbances, or general inter-municipal cooperation in a search and apprehension in a general inter-municipal cooperative law enforcement effort. The Kalamazoo County Consolidated Dispatch Authority will be made aware of the stipulations of this paragraph.
7. The normal Sheriff's police protection will be continued within the Township and will not be reduced as a result of this Agreement or as a result of additional police service provided

hereunder. Patrol officers assigned to the Township under this Agreement will enforce Township ordinances as well as State law and County ordinances. The officers will not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.

8. All Sworn Staff will be deputy sheriffs and directly accountable to the Sheriff.
9. The County will provide insurance for the motor vehicle(s) used in the performance of the services described in this Agreement, as well as the liability and workers' compensation insurance coverage for any personnel assigned to duty in the Township. "Insurance", insofar as vehicles and personnel are concerned, means the coverage provided by the County as of the effective date of this Agreement. If such coverage is discontinued for any reason, the County will notify the Township immediately.
10. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the Township will not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.
11. It is expressly understood and agreed by the parties hereto that the requirements of this Agreement will not be construed as in any way affecting the collective bargaining agreement covering the personnel assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
12. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
13. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
14. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto and any prior agreements will be null and void.

16. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

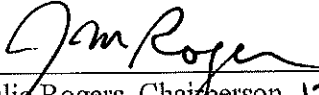
17. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.

18. This Agreement will continue until one of the parties hereto delivers a written notice to all other parties of this Agreement of their intent to terminate this Agreement; 90 days after delivery of such written notice, this Agreement will end and be null and void thereafter. This Agreement may also be terminated pursuant to the provisions of Paragraph 5 hereof if the Township or the County indicates their unwillingness to continue the Agreement for another calendar year.

19. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

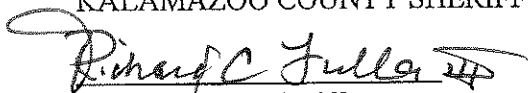
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement the day and date first above written.

COUNTY OF KALAMAZOO



 Julie Rogers, Chairperson 12.17.19
 Kalamazoo County Board of Commissioners


 Timothy A. Snow 12.17.19
 County Clerk/Register

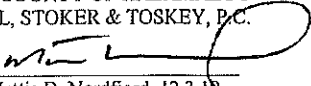
KALAMAZOO COUNTY SHERIFF


 Richard Fuller, Sheriff 12/11/19

TOWNSHIP OF OSHTEMO


 Elizabeth Heiny-Cogswell
 Supervisor

APPROVED AS TO FORM
FOR COUNTY OF KALAMAZOO
COHL, STOKER & TOSKEY, P.C.

By: 
Mattis D. Nordfjord 12.3.19

n:\client\kalamazoo\sheriff\agreements\oshtemo patrol\k-zoo sheriff and oshtemo twship agreement 2020 (rev to include shift diff and lt.) 12.2.19.docx

EXHIBIT 1

Township Contracting Rate Schedule 2020

Base Cost Per Position

This base amount remains unchanged from previous year. Will be billed quarterly instead of monthly.

| | Quarterly Rate |
|--|--------------------|
| Officer equipment | \$ 408.50 |
| Additional direct costs (fuel, training, maint.) | \$ 1,048.75 |
| Equipped car* | \$ - |
| Clerical costs | \$ - |
| Supervisory costs | \$ - |
| Indirect cost (ins., departmental, admin.) | \$ - |
| Total Base Cost Per Position | \$ 1,457.25 |

If an additional car is required, the Township will be required to pay a one-time charge of \$16,720.

Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

| Deputy Position | Hourly Base Pay | Overtime (10%) | Benefit Allocation | Total Hourly Rate |
|-----------------|--------------------|-------------------|-----------------------|----------------------|
| NF19 - A Step | \$ 21.08 | \$ 2.11 | \$ 12.52 | \$ 35.71 |
| NF19 - B Step | \$ 22.35 | \$ 2.24 | \$ 13.28 | \$ 37.87 |
| NF19 - C Step | \$ 23.60 | \$ 2.36 | \$ 14.02 | \$ 39.98 |
| NF19 - D Step | \$ 24.88 | \$ 2.49 | \$ 14.78 | \$ 42.15 |
| NF19 - E Step | \$ 26.15 | \$ 2.62 | \$ 15.54 | \$ 44.31 |
| NF19 - F Step | \$ 27.41 | \$ 2.74 | \$ 16.28 | \$ 46.43 |
| NF19 - G Step | \$ 28.67 | \$ 2.87 | \$ 17.03 | \$ 48.57 |
| NF19 - H Step | \$ 29.94 | \$ 2.99 | \$ 17.78 | \$ 50.71 |
| | | | | |
| F19 - A Step | \$ 23.42 | \$ 2.34 | \$ 13.91 | \$ 39.67 |
| F19 - B Step | \$ 24.83 | \$ 2.48 | \$ 14.75 | \$ 42.06 |
| F19 - C Step | \$ 26.22 | \$ 2.62 | \$ 15.57 | \$ 44.41 |
| F19 - D Step | \$ 27.64 | \$ 2.76 | \$ 16.42 | \$ 46.82 |
| F19 - E Step | \$ 29.05 | \$ 2.91 | \$ 17.26 | \$ 49.22 |
| F19 - F Step | \$ 30.45 | \$ 3.05 | \$ 18.09 | \$ 51.59 |
| F19 - G Step | \$ 31.86 | \$ 3.19 | \$ 18.93 | \$ 53.98 |
| F19 - H Step | \$ 33.27 | \$ 3.33 | \$ 19.76 | \$ 56.36 |

**Township Contracting Rate Schedule
2020**

Rate Schedule Per Position - Per Collective Bargaining Agreement eff 1/1/2018

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

| Sergeant Position | Hourly Base Pay | Overtime (10%) | Benefit Allocation | Total Hourly Rate |
|----------------------------|----------------------------|---------------------------|-------------------------------|------------------------------|
| NF22 - A Step | \$ 24.28 | \$ 2.43 | \$ 14.42 | \$ 41.13 |
| NF22 - B Step | \$ 25.77 | \$ 2.58 | \$ 15.31 | \$ 43.66 |
| NF22 - C Step | \$ 27.26 | \$ 2.73 | \$ 16.19 | \$ 46.18 |
| NF22 - D Step | \$ 28.77 | \$ 2.88 | \$ 17.09 | \$ 48.74 |
| NF22 - E Step | \$ 30.26 | \$ 3.03 | \$ 17.98 | \$ 51.27 |
| NF22 - F Step | \$ 31.76 | \$ 3.18 | \$ 18.87 | \$ 53.81 |
| NF22 - G Step | \$ 33.25 | \$ 3.33 | \$ 19.75 | \$ 56.33 |
| NF22 - H Step | \$ 34.74 | \$ 3.47 | \$ 20.63 | \$ 58.84 |
| | | | | |
| F22 - A Step | \$ 26.98 | \$ 2.70 | \$ 16.03 | \$ 45.71 |
| F22 - B Step | \$ 28.63 | \$ 2.86 | \$ 17.00 | \$ 48.49 |
| F22 - C Step | \$ 30.29 | \$ 3.03 | \$ 17.99 | \$ 51.31 |
| F22 - D Step | \$ 31.97 | \$ 3.20 | \$ 18.99 | \$ 54.16 |
| F22 - E Step | \$ 33.62 | \$ 3.36 | \$ 19.97 | \$ 56.95 |
| F22 - F Step | \$ 35.29 | \$ 3.53 | \$ 20.96 | \$ 59.78 |
| F22 - G Step | \$ 36.94 | \$ 3.69 | \$ 21.94 | \$ 62.57 |
| F22 - H Step | \$ 38.60 | \$ 3.86 | \$ 22.93 | \$ 65.39 |
| | | | | |
| Lieutenant Position | Hourly Base Pay | Overtime (10%) | Benefit Allocation | Total Hourly Rate |
| NCO2 -A Step | \$ 39.53 | \$ - | \$ 21.35 | \$ 60.88 |
| | | | | |
| C02 -A Step | \$ 43.92 | \$ - | \$ 23.72 | \$ 67.64 |

MUTUAL LETTER OF UNDERSTANDING

The County of Kalamazoo (hereinafter referred to as "County"), the Sheriff of Kalamazoo County (hereinafter referred to as "Sheriff") and Oshtemo Charter Township (hereinafter referred to as "Township") and the County, Sheriff and Township (hereinafter referred to "Parties") entered into a Police Protection Agreement, effective January 1, 2020, for the period of January 1, 2020 through December 31, 2023 (hereinafter the "Agreement").


The Parties propose to make minor adjustments to that Agreement, but not formally amend it due to the Parties continued discussions for further services, until such time as the Sheriff has the resources to provide said services. Wishing to advance the cooperation between the Parties, and ensure mutual satisfaction, the Parties hereby agree as follows:

1. During the remaining term of the existing Agreement, the Sheriff will provide the equivalent of one (1) additional full-time sergeant (assigned to the afternoon shift) with the appropriate experience to supervise a deputy.
2. Payment for such services shall be made in accordance with paragraph three of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Mutual Letter of Understanding.


[This space is intentionally left blank, signature page follows]

This Mutual Letter of Understanding shall take effect as of the date of last signature of the Parties below. The individuals signing below on behalf of the Parties to the above stated Agreement certified by their signatures that they are duly authorized to sign this Mutual Letter of Understanding on behalf of said Parties.

OSHEMO CHARTER TOWNSHIP

By: 
Elizabeth Heiny-Cogswell
Its: Supervisor
Date: Nov 9, 2021, 2021

COUNTY OF KALAMAZOO

By: 
Tracy Hall, County Board of Commissioners
Its: Chairperson
Date: 11.3, 2021

KALAMAZOO COUNTY SHERIFF

By: _____
Richard D. Fuller, III.
Its: Sheriff
Date: _____, 2021

**EXTENSION OF
POLICE PROTECTION AGREEMENT
BETWEEN
THE KALAMAZOO COUNTY SHERIFF'S OFFICE AND
TOWNSHIP OF OSHTEMO
(2024)**

THIS EXTENSION AGREEMENT (“Second Extension”) dated as of _____ (the “Effective Date”), by and between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, on behalf of the Kalamazoo County Sheriff’s office (the “Sheriff”), and the Township of Oshtemo, a Michigan municipal corporation (the “Township”), collectively known as the “Parties, extends and amends the Police Protection Agreement entered into between the Parties on December 17, 2019, and amended by a Memorandum of Understanding in November, 2021.

WHEREAS, the Parties entered into a contract on December 17, 2019, whereby the Sheriff agreed to provide police services for the Township for the period of January 1, 2020 through December 31, 2023 (the “Original Contract”); and

WHEREAS, the term of the Original Contract expires on December 31, 2023; and

WHEREAS, the parties entered into a Memorandum of Understanding in November, 2021, and;

WHEREAS, the Parties hereby agree to extend the term of the Original Contract and the Memorandum of Understanding, in accordance with the terms of the Original Contract and the Memorandum of Understanding, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties mutually covenant and agree as follows:

1. The Original Contract and the Memorandum of Understanding is extended for an additional one-year period, which will begin on January 1, 2024, immediately upon the expiration of the Original Contract and the Memorandum of Understanding and will end on December 31, 2024. The parties may further extend the Original Contract and the Memorandum of Understanding for one additional one-year period by mutual agreement.
2. The Contracting Rate Schedule 2020 referenced in Paragraph 3 of the Original Contract, as amended, is replaced by the Contracting Rate Schedule 2024, a copy of which is attached as Exhibit A and incorporated by reference.
3. Paragraph 5 of the Original Contract is amended to state as follows:

If the Township intends to further extend this Agreement, it shall notify the Sheriff in writing on or before September 1, 2024, and submit a request describing the police services desired. As soon as practical after receiving the Township’s request, the Sherriff shall provide the Township with a written statement of the costs for such services. The Parties will work in good faith to enter into a new Agreement for the subsequent year.
4. All other terms and conditions of the Original Contract and the Memorandum of Understanding remain unchanged.

5. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

COUNTY OF KALAMAZOO

TOWNSHIP OF OSHTEMO

By: _____
John Taylor, Chairperson
County Board of Commissioners

By: _____
Cheri Bell, Township Supervisor

Date: _____

Date: _____

COUNTY OF KALAMAZOO

COUNTY OF KALAMAZOO

By: _____
Richard C. Fuller, III, Sheriff

By: _____
Meredith Place, County Clerk/Register

Date: _____

Date: _____

**APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On: November 10, 2023**

N:\Client\Kalamazoo\Sheriff\Agreements\Oshtemo Twp Patrol\2024\Oshtemo Twp Police Protection Extension 2024 - final.docx

EXHIBIT A

Township Contracting Rate Schedule 2024

Base Cost Per Position

This base amount per position increased 3% from previous year. Will be billed quarterly instead of monthly.

| | Quarterly Rate |
|--|--------------------|
| Officer equipment | \$ 449.35 |
| Additional direct costs (fuel, training, maint.) | \$ 1,153.63 |
| Equipped car* | \$ - |
| Clerical costs | \$ - |
| Supervisory costs | \$ - |
| Indirect cost (ins, departmental, admin.) | \$ - |
| | |
| Total Base Cost Per Position | \$ 1,602.98 |

If an additional car is required, the Township will be required to pay a one-time charge of \$16,720.

Rate Schedule Per Position - Per Collective Bargaining Agreement effective 1/1/2024.

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

| Deputy Position | Hourly Base Pay | Overtime (10%) | Benefit Allocation | Total Hourly Rate |
|-----------------|--------------------|-------------------|-----------------------|----------------------|
| D19 - A Step | \$ 26.17 | \$ 2.62 | \$ 14.13 | \$ 42.92 |
| D19 - B Step | \$ 27.65 | \$ 2.76 | \$ 14.93 | \$ 45.34 |
| D19 - C Step | \$ 29.13 | \$ 2.91 | \$ 15.73 | \$ 47.77 |
| D19 - D Step | \$ 30.62 | \$ 3.06 | \$ 16.54 | \$ 50.22 |
| D19 - E Step | \$ 32.08 | \$ 3.21 | \$ 17.33 | \$ 52.62 |
| D19 - F Step | \$ 33.58 | \$ 3.36 | \$ 18.13 | \$ 55.07 |
| D19 - G Step | \$ 35.06 | \$ 3.51 | \$ 18.93 | \$ 57.50 |
| D19 - H Step | \$ 38.95 | \$ 3.90 | \$ 21.04 | \$ 63.88 |

Rate Schedule Per Position - Per Collective Bargaining Agreement effective 1/1/2024.

The total hourly rate to be billed will be adjusted as salaries are determined with each collective bargaining agreement.

| Sergeant Position | Hourly Base Pay | Overtime (10%) | Benefit Allocation | Total Hourly Rate |
|-------------------|--------------------|-------------------|-----------------------|----------------------|
| E22 - A Step | \$ 30.18 | \$ 3.02 | \$ 16.30 | \$ 49.49 |
| E22 - B Step | \$ 31.93 | \$ 3.19 | \$ 17.24 | \$ 52.37 |
| E22 - C Step | \$ 33.69 | \$ 3.37 | \$ 18.19 | \$ 55.25 |
| E22 - D Step | \$ 35.43 | \$ 3.54 | \$ 19.13 | \$ 58.11 |
| E22 - E Step | \$ 37.19 | \$ 3.72 | \$ 20.08 | \$ 60.99 |
| E22 - F Step | \$ 38.92 | \$ 3.89 | \$ 21.02 | \$ 63.83 |
| E22 - G Step | \$ 40.69 | \$ 4.07 | \$ 21.97 | \$ 66.72 |
| E22 - H Step | \$ 45.21 | \$ 4.52 | \$ 24.41 | \$ 74.14 |

Memorandum

Date: 14 November 2023
To: Township Board
From: James Porter, Township Attorney & Sara Feister,
Human Resources Director
Subject: Job Descriptions & Independent Contracted Inspector Agreement for Oshtemo Charter
Township's Building Department



Objective

PROPOSED MOTION: To accept the job descriptions & independent contracted inspector agreement for the newly established Oshtemo Charter Township Building Department.

Background

On 10/10/23, the Board approved the establishment of the Building Department. The proposed job descriptions for the Building Department include the following positions: Office Manager, Building Department Administrator, Building Official/Inspector/Plan Reviewer, as well as the Independent Contracted Inspector Agreement.

Attachments

1. Building Department Administrator Job Description
2. Building Department Office Manager Job Description
3. Building Official/Inspector/Plan Reviewer Job Description
4. Building Department Independent Contracted Inspector Agreement

Core Values

Sustainability, Professionalism, Integrity

OSHTEMO CHARTER TOWNSHIP BUILDING DEPARTMENT
POSITION DESCRIPTION

Title: Building Department Administrator

Reports to: Township Supervisor

Employment Status: Non-Exempt

General Summary:

Under the direct supervision of the Township Supervisor, performs a variety of clerical duties.

Essential Job Functions:

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

The employee must be able to use word processing programs, BS&A programs and type various documents including memos, notices, time reports, building reports, etc.

The employee must be able to maintain the records of the Oshtemo Charter Township's Building Department. To do so, the employee must be able to open, maintain and close files, required lifting, standing, bending, walking, and manipulation of the files within their records and the official records for the Oshtemo Charter Township Building Department. The employee must also be able to physically file and retrieve files, from storage and other designated secure locations.

The employee must be able to answer the telephone, written and emailed correspondence in English. Must be able to make outbound calls, schedule appointments and maintain the calendar for Oshtemo Charter Township's Building Department.

The employee must be able to open, sort, read and distribute incoming correspondence, both regular and electronic.

Typical Responsibilities:

1. Receive requests for inspections, schedule and notify appropriate inspectors.
2. Enter building, electrical, mechanical, and plumbing permit requests into BS&A.

Effective Date: 11/14/23

3. Submit permit requests for review and zoning approval.
4. Provide clerical assistance to the Building Official as needed, including returning calls and requesting documents to process building permits.
5. Submit zoning requests to local municipalities for review and zoning approval, and email requests to contractors for site plans.
6. Manage Building records per State and Township policy.
7. Coordinate 3rd party plan reviews.
8. Work closely with the Township Supervisor to prepare annual Building Department budget.
9. Other duties as assigned.

Secondary Responsibilities:

1. Maintain office, answering the telephone, and provide service at the customer counter.
2. Maintain skill level as software and computers are updated.

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

Employment Qualifications:

EDUCATION: High School graduate or equivalent.

EXPERIENCE: Must be able to meet prescribed typing and computer standards and maintain skill level as software and computers are updated.

Strong interpersonal communications skills- both oral and written.

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

Effective Date: 11/14/23

OSHTEMO CHARTER TOWNSHIP BUILDING DEPARTMENT
POSITION DESCRIPTION

Title: OFFICE MANAGER

Reports to: Township Supervisor

Positions Supervised: Building Department Administrator

Employment Status: Non-Exempt

General Summary:

Under the direct supervision of the Township Supervisor, performs a variety of administrative and management duties of the Building Department.

Essential Job Functions:

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

The employee must be able to use BS&A Software & Technology, word processing programs and type various documents including memos, notices, time reports, etc.

The employee must be able to maintain the records of the Oshtemo Charter Township's Building Department. To do so, the employee must be able to open, maintain and close files, required lifting, standing, bending, walking, and manipulation of the files within their records and the official records for the Oshtemo Charter Township's Building Department. The employee must also be able to physically file and retrieve files, from storage and other designated secure locations.

The employee must be able to answer the telephone, written and emailed correspondence in English. Must be able to make outbound calls, schedule appointments and maintain the calendar for Oshtemo Charter Township's Building Department.

The employee must be able to open, sort, read and distribute incoming correspondence, both regular and electronic.

Responsibilities:

1. Oversee/coordinate and direct office/customer service tasks.

2. Develop annual department financial budget and monitors throughout fiscal year; provides monthly reports to Township Supervisor & Building Official regarding department activities; Prepares and presents needed budget amendments quarterly.
3. Review operating practices and procedures to determine whether improvements can be made in areas such as workflow, reporting procedures or expenditures.
4. Ensure that the Building Department provides excellent customer service to both external and internal customers.
5. Direct the filing of the Building Department documents, records, and reports.
6. Assure staff understanding of administrative and operating policies and procedures.
7. Meet with individuals, jurisdictional groups, and others after consultation with the the Building Official to address and solve operational issues.
8. Provide customer service and assist the Administrative Assistant as needed.
9. Pre-process building permits.
10. Coordinate 3rd party plan reviews.
11. Review building permit invoices.
12. Other duties as assigned.

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

Skills and Abilities:

- Thorough knowledge of Microsoft Office and Excel required. Experience with BS&A software is a plus.
- Basic accounting knowledge with previous experience in accounts payable/receivables.
- Ability to communicate well verbally and in written form.
- Positive customer service attitude.
- Detail oriented, strong organizational skills and the ability to prioritize tasks for self and staff.
- Develop and maintain constructive and cooperative working relationships with others with a concentration on team building.

- Knowledge of business and management principles involved in strategic planning, resource allocation, human resource modeling, leadership technique, production methods and coordination of people and resources.
- Creative, self-motivated with a desire to foster continual improvements in workflow and processes to improve the organization.
- Encourage personal and staff professional development.

Employment Qualifications:

EDUCATION: Bachelor's Degree w/one year of experience in office management or Associate's Degree w/five years of experience in office management.

EXPERIENCE: Experience in a similar type of job with 10 years of experience.

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

OSHTEMO CHARTER TOWNSHIP BUILDING DEPARTMENT POSITION DESCRIPTION

| | |
|-------------------------------------|---|
| <u>Title</u> | BUILDING OFFICIAL/INSPECTOR/PLAN REVIEWER |
| <u>Reports to:</u> | Township Supervisor |
| <u>Positions Supervised:</u> | Building, Mechanical, Electrical and Plumbing Inspectors |
| <u>Employment Status:</u> | Exempt |

Broad Statement of Responsibilities:

Responsible for overall direction and management of the Building, Mechanical, Electrical and Plumbing Inspectors in the enforcement of building codes and related ordinances, the issuance of related permits and the licensing of contractors within the Township to protect the health and safety of the public. Also responsible for the supervision, evaluation, discipline and recommendation of hiring and discharge of Building, Mechanical, Electrical and Plumbing Inspectors.

Responsible for reviewing construction plans and conducting inspections of construction-in-process to ensure compliance with State and local building codes. Enforces Township Zoning Ordinances by performing field investigations and responding to complaints.

Specific Duties and Responsibilities:

1. Receives building permit applications; reviews, checks and examines construction plans, specifications and drawings to determine building code, site plan and related ordinance compliance with State and local codes; maintains appropriate building permit records; reviews construction plans checking for compliance with applicable ordinances; issues building permits after State and local code compliance has been determined.
2. Provides on-site review for the Township Planning Department for all site plan requirements, including but not limited to building setbacks, ADA issues, parking ramps, sidewalks/nonmotorized paths, storm drains, etc. Makes final inspections upon completion of new buildings, improvements or repairs to determine conformity with plans and code. Then report to the Township Planning Director and Township Engineer.
3. Refers all fire suppression, fire alarm permits and installation, to the designated outside fire alarm/suppression expert selected by the Township Board. May be required to assist outside expert with video review and approval of building fire suppression and fire alarm systems.
4. Supervises and directs Building, Electrical, Mechanical and Plumbing Inspectors; oversees and examines building plans and installation plans for electrical, mechanical and plumbing; issues permits for new construction and improvements, occupancy, etc.; assigns inspections

and participates in inspections to ensure compliance with State and local regulations.

5. Oversees investigations of ordinance violation complaints and institutes action to prosecute violators of building code and zoning ordinances; explains and interprets zoning ordinance to Township property owners; sends out ordinance violation notices when necessary; assists in representing the Township in legal matters regarding building and zoning regulation issues.
6. Participates in building inspections and issues violation notices to violators; enters all building inspections and zoning notices in computer as necessary.
7. Conducts occupancy inspections on both new and existing buildings and issues permits accordingly.
8. Prepares periodic reports of inspection activities and maintains related records accordingly; provides information and counsel on building code requirements to residents, builders, architects, engineers, attorneys and Township Board.
9. Enforces Dangerous Building Ordinance including conducting investigations; orders correction of unsafe conditions in existing structures; arranges for issuance of condemnation notices; attends public hearing and monitors demolition process through to completion.
10. Assists in developing financial budget.
11. Oversees permits, plans and correspondence regarding buildings and plats within the Township; maintains files of flood plan permits and records.
12. Attends seminars and other continuing education classes as required by State of Michigan for maintaining required certification as Building Official; maintains ongoing awareness of construction trends/new materials through trade journals and attending seminars and trade conferences.
13. Processes applications to the Construction Board of Appeals; attends Construction Board of Appeals meetings to respond to questions.
14. Coordinates development and construction issues with Planning Department as necessary; Performs other duties and special projects as requested.

Knowledge, Skills and Abilities:

1. High school completion plus minimum five years of relevant experience in building construction, inspection and ordinance enforcement; Plan Review and Building Inspector and Building Official level designations by the State required; comprehensive knowledge of building code enforcement principles and practices required.

2. Communication and interpersonal skills to deal effectively with Township office staff, property owners, State and local government representatives, builders, contractors and general public.
3. Supervisory skills to effectively lead building inspection and ordinance enforcement staff toward achieving departmental goals.
4. Ability to independently plan, organize and schedule work; ability to concentrate and pay close attention to details.
5. Valid driver's license and ability to travel regularly throughout Township; ability to climb, walk and stoop while visiting building inspection sites during all seasons and all weather conditions; occasionally requires lifting boxes of materials, office supplies, files, records and equipment weighing minimum of 40 pounds to waist-high level; also requires manual dexterity to operate computer and other office equipment.

The above is intended to describe the general content of and requirements for the performance of the position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements for the position.

DRAFT

OSHTEMO CHARTER TOWNSHIP BUILDING DEPARTMENT INDEPENDENT CONTRACTED INSPECTOR AGREEMENT

This Agreement is made by and between the Oshtemo Charter Township (hereafter "Township"), whose principal business address is 7275 W Main St., Kalamazoo, MI 49009, and _____ (hereafter "Inspector"), whose principal business address is _____, and are collectively, the "Parties".

The Parties agree under the following terms and conditions.

RELATIONSHIP

The Township contracts with the Inspector as an independent contractor to work within its Building Department. The terms of the Agreement shall not be construed to imply the creation or existence of an employee-employer relationship.

TERM AND SEPARATION

The Term of this Agreement is defined for a period of one (1) year, beginning on January 1, 2023, and ending on December 31, 2023, unless otherwise terminated pursuant to the terms of this Agreement.

The Inspector serves at the pleasure of the Township Board (hereafter, "Board"), and the Agreement may be terminated at any time with or without cause prior to or during the term of the Agreement as defined herein.

Should the Township terminate the Agreement without cause, the Township shall provide at least thirty (30) days' notice to the Inspector in writing.

Should the Township terminate the Agreement with cause, which includes but is not limited to misfeasance, malfeasance and nonfeasance, such termination shall be effective on the date written notice of termination is delivered to the Inspector.

Should the Inspector voluntarily terminate the Agreement with the Township, the Inspector shall provide thirty (30) days' advance notice in writing of the intent to terminate the Agreement. The Inspector shall continue to perform all duties set forth in this Agreement until the effective date of termination of the Agreement.

Under no circumstances shall the Inspector be entitled to any additional compensation outside of the terms of this Agreement.

HOLDOVER CLAUSE

In the event that the Board fails to renew this Agreement for a subsequent term at the end of the Term of this Agreement, the provisions of this Agreement shall continue in full effect on a month-to-month basis until a new agreement is made between the Parties, provided that: (1) The Board has not provided notice of termination to the Inspector as required by the Agreement; (2) The Inspector remains in full

compliance with the Agreement; and (3) Continues to perform their duties in a satisfactory manner.

The purpose of this clause is to ensure that the Building Department's ability to serve its participating local units is not interrupted and does not negate the Building Department's desire to limit the Agreement to the prescribed Term to the fullest extent possible.

POSITION AND DUTIES

The Inspector shall cooperate with the Building Department under the supervision of the Building Official.

The Inspector shall, to the best of their ability and within the terms of this Agreement, perform inspections, review plans, make reports, and provide technical assistance to the Building Department.

The Inspector shall keep and supply accurate accountings to the Building Department of inspections performed, the results of said inspections and any violations discovered during the inspections.

The Inspector shall appear in court or at Township Board meetings at the request of the Building Department if deemed necessary to protect the health, safety and welfare of the public, for which the Inspector shall be compensated at an hourly rate as defined in this Agreement.

The Inspector shall maintain a valid cell phone number where the Building Department or members of the public can reach the Inspector during the official business hours held by the Building Department on the days when the Inspector is scheduled to provide services to the Building Department.

The Inspector may elect to hold office hours at the Building Department's place of business as needed at the Inspector's discretion.

The Township shall provide the Inspector with means to access the Building Department's computer network and systems for the purposes of receiving inspection assignments, performing technical research relating to inspections or plan reviews assigned by the Building Department, recording inspection results and any violations found during a given inspection.

All inspections and plan reviews performed by Inspector under the terms of this Agreement shall conform to the currently adopted building codes as set forth by the State of Michigan, as well as all applicable local laws and ordinances.

LICENSE

At all times and with no exception, Inspector shall possess a valid license to perform the duties as described herein and be registered as required by State law and shall also maintain compliance with all other Federal, State, local laws and ordinances

as applicable and required to carry out the business of the Building Department under this Agreement. If at any time the Inspector no longer possess a valid license or registration to perform the duties assigned by the Building Department under the terms of this Agreement, they shall immediately notify the Building Official and cease all operations under this Agreement. If the matter is not resolved within a reasonable period of time, the failure of the Inspector to possess a valid license or registration shall be cause for termination of this Agreement, subject to the terms outlined herein.

FEES

In consideration of services to be rendered by Inspector to the Building Department, the Parties agree to the follow schedule of compensation:

- \$50 per inspection performed at the direction of the Building Department and under the terms of this Agreement. The Inspector must enter the results of all inspections as directed by the Building Department to receive compensation. The Inspector shall not receive compensation for inspections which were scheduled, but not performed. If an inspection is canceled after the Inspector has already attempted to perform the Inspection and was locked out, refused entry, or similar, the Inspector shall be entitled to compensation.
- \$50 per hour spent performing plan review at the direction of the Building Department and under the terms of this Agreement.
- \$50 per hour for attendance at Township Board meetings or court appearances as required under the terms of this Agreement.
- \$50 per hour for consultations requested by the Building Department in writing.

The Inspector shall submit an invoice to the Township on a bi-weekly basis detailing the date of inspection, address of inspection, type of inspection performed and result of inspection. The inspector shall submit separate invoice(s) for plan review, meeting attendance, consultations or other claims for compensation under the terms of this Agreement.

PAYMENT OF FEES

The Township shall remit payment for invoices received from the Inspector on a bi-weekly basis.

Payments made by the Township to the Inspector under the terms of this Agreement shall be made in the form of a check issued to the Inspector. The Inspector may elect to have such payments mailed to the address listed on IRS Form W9 or to pick up the check from the Township office.

The Inspector shall provide to the Township with a completed IRS Form W9 prior to the start of the term of this Agreement as defined herein. The Inspector shall ensure that a complete and accurate IRS Form W9 is provided to the Township any time the information contained in that Form changes.

The Inspector is responsible for maintaining accurate contact information on file with the Township. The Township is not responsible for processing delays caused by the provision of incomplete or inaccurate information to the Building Department by the Inspector.

BENEFITS, TAXES, BUSINESS EXPENSES

The Parties agree that the Inspector is engaged in the Inspector's own independently established business.

The Township is not responsible for and will not withhold or pay payroll or employment taxes of any kind. Because the Inspector is an independent business and not an employee of the Township, the Inspector is not eligible for any benefits offered to the employees of the Township.

The Inspector shall be personally responsible for all ordinary and necessary business expenses incurred while performing services to the Building Department under the terms of this Agreement. Such expenses may for example include mileage, office supplies, personal protective equipment, postage, etc. The Building Department shall not be liable to the Inspector for any expenses paid or incurred by the Inspector unless otherwise agreed to in writing by the Township Board.

INSURANCE

The Inspector shall provide to the Township proof of liability insurance with a minimum of one million dollars (\$1,000,000) in coverage.

The Inspector shall provide to the Township proof of auto personal injury / property protection coverage with minimum amounts of five hundred thousand dollars (\$500,000) / five hundred thousand dollars (\$500,000).

The Inspector shall comply with all applicable Worker's compensation law. Proof of Worker's Compensation insurance shall be provided to the Township, except when the Inspector operates as a sole proprietorship and provides satisfactory documentation of such to the Township, or when the Inspector operates as a limited liability company and provides a form WC-337 from the Worker's Compensation Agency, evidencing its exclusion from Worker's Compensation coverage.

INDEMNIFICATION

The Inspector agrees to indemnify and hold the Township and its officials, members, employees or agents harmless from any and all suits, claims, damages, costs and expenses of every kind and nature which may or might be asserted against the Township and its officials, members, employees or agents by another or others resulting directly or indirectly from the acts or omissions by the Inspector.

RETURN OF MATERIALS

The Inspector acknowledges that all equipment, files, records, lists, books, computer printouts, software, manuals, financial information and all other documents relating to the Building Department will be returned to Township upon termination of the contract.

LAWS OF MICHIGAN

This Agreement shall be governed by the laws of the State of Michigan. Any action brought to enforce the terms of the Agreement or to remedy violations of the Agreement be brought in Kalamazoo County, and the Parties submit themselves to that jurisdiction.

ENTIRE AGREEMENT

This is the entire agreement of the parties, and no other representations, promises, or agreements, oral or otherwise, shall be of any force or effect. The terms of this Agreement may only be altered in writing, signed by authorized representatives of the Inspector and the Building Department upon approval of the Township Board of Directors.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this agreement on the latter of the signatory dates below.

OSHTEMO CHARTER TOWNSHIP

By: _____
 CHERI BELL
Its: SUPERVISOR

Date of Signing

AND

By: _____
 GARRETT REITENOUR
Its: BUILDING OFFICIAL/INSPECTOR

Date of Signing

INSPECTOR

By: _____
Its: SOLE PROPRIETOR

Date of Signing

Memorandum

Date: 14 November 2023
To: Township Board
From: Sara Feister, Human Resources Director
Subject: Media & Communications Manager and Human Resources Coordinator Job Descriptions



Objective

Requesting Board approval of the proposed Media & Communications Manager and Human Resources Coordinator job descriptions.

Information Attached

1. DRAFT Media & Communications Manager Job Description
2. DRAFT Human Resources Coordinator Job Description

Core Values

Public Service, Sustainability, Innovation, Professionalism, Integrity

**CHARTER TOWNSHIP OF OSHTEMO
POSITION DESCRIPTION**

Position Title: **MEDIA & COMMUNICATIONS MANAGER**

General Summary:

Under the direct supervision of the Personnel Director, performs a variety of Township Media & Communications duties to ensure the overall functioning of Township business by performing various tasks to meet the needs of the Township.

Essential Job Functions:

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

The employee must be able to read and analyze correspondence, contracts, ordinances, reports, etc. This requires the ability to open and sort the mail, review and sort documents and distribute documents which requires the employee to be able to lift, move and manipulate such items, to deliver such documents to the Personnel Director and other office personnel.

The employee must be able to exercise reasonably proficient typing skills. In addition, the employee must have the necessary dexterity to operate a computer to research and write reports. To perform these functions, the employee must be able to read and speak English and communicate with others, including the ability to type, make calls, schedule appointments, and type memorandums.

The employee will be required to attend and assist at some meetings to provide, as well as disseminate information on behalf of the Township to interface with those inside and outside the office. This will require the employee to physically attend all the required meetings, be prepared to speak in English to those persons in attendance, to gather information and communicate to the various boards and commissions on Township positions. The employee may also be required to assist Township departments orally and in writing and be able to physically meet with various Department Heads to assist in that regard.

Typical Responsibilities:

1. Communicate highly technical topics to the general public (multiple mediums, formats, types, etc.).
2. Create and maintain a database of stakeholders & areas of interest, resident's interest(s)/experiences, and resources (neighborhood/local/partner agencies).
3. Create and implement a communications strategy (minimum annual outreach, special projects, social media frequency, etc.).
4. Maintain a database of media organizations and contacts.
5. Manage all the Township's social media communications.

Effective Date: 11/14/23

6. Proofread and edit communications, forms, and other publications from the Township to maintain vision, mission, & branding.
7. Create regular newsletters in coordination with Department Heads and Elected Officials.
8. Produce internal communications in coordination with Department Heads and Elected Officials.
9. Act as a spokesperson for the Township in coordination with the Township Supervisor.
10. Write, edit, & distribute various types of content for the website, press releases, & marketing material.
11. Prepare and manage the Township's communications budget.
12. Develop & maintain working relationships with media outlets.
13. Coordinate and collaborate with Public Media Network (PMN) as needed.
14. Develop and maintain the Township's website(s) in coordination with the IT Director.
15. Serves as backup for the IT Director.
16. Multiple times a year, employee is expected to attend and facilitate the Township Board meetings.

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

Desired Skills:

- Visual media/content creation abilities
- Detail oriented, consistency
- High level mechanical and grammatical understanding of the English language
- Good oral and written communication skills
- Decision-making and problem-solving skills
- Good networking skills
- Ability to multitask and prioritize projects

Desired Qualifications:

- EDUCATION: Communications related degree (i.e. Marketing, Communications, English, Public Relations, Advertising, Electronic & Digital Media, Journalism, Interpersonal Communication, etc.)
- EXPERIENCE:
 - 5 years minimum in a related field
 - Branding experience
 - Customer Relationship Management (CRM) experience

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

**CHARTER TOWNSHIP OF OSHTEMO
POSITION DESCRIPTION**

Position Title: **HUMAN RESOURCES COORDINATOR**

General Summary:

Under the direct supervision of the Personnel Director, performs a variety of Township Human Resource duties to ensure the overall functioning of Township business by performing various tasks to meet the needs of the Township.

Essential Job Functions:

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

The employee must be able to read and analyze correspondence, contracts, ordinances, reports, etc. This requires the ability to open and sort the mail, review and sort documents and distribute documents which requires the employee to be able to lift, move and manipulate such items, to deliver such documents to the Personnel Director and other office personnel.

The employee must be able to exercise reasonably proficient typing skills. In addition, the employee must have the necessary dexterity to operate a computer to research and write reports. To perform these functions, the employee must be able to read and speak English and communicate with others, including the ability to type, make calls, schedule appointments, and type memorandums.

The employee will be required to attend and assist at some meetings to provide, as well as disseminate information on behalf of the Township to interface with those inside and outside the office. This will require the employee to physically attend all the required meetings, be prepared to speak in English to those persons in attendance, to gather information and communicate to the various boards and commissions on Township positions. The employee may also be required to assist Township departments orally and in writing and be able to physically meet with various Department Heads to assist in that regard.

Typical Responsibilities:

1. Work closely with the Human Resources Director to support a variety of HR functions, including but not specifically limited to:
 - a. Manage all employee benefit programs.
 - b. Design and implement effective training and development plans.
 - c. Ensure all employee records are maintained and updated as needed.
 - d. Respond to employees' benefits queries and resolve issues in a timely and professional manner.

Effective Date: 11/14/23

- e. Create, implement, and evaluate all Human Resources Department policies, procedures, and structures.
- f. Other tasks as requested by the Human Resources Director with the approval of the Township Supervisor.

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

Desired Qualifications:

EXPERIENCE:

- A minimum of 3 years' proven experience in a similar role.
- Strong knowledge of labor legislation and payroll processes.
- Good understanding of the full recruitment process.
- Outstanding verbal and written communication skills.
- Solid problem-solving and team management abilities.

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

DRAFT

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

**EXCERPT OF MINUTES OF REGULAR MEETING OF THE
OSHTEMO CHARTER TOWNSHIP BOARD HELD ON NOVEMBER 14, 2023,
REGARDING FIRE PROTECTION SPECIAL ASSESSMENT DISTRICT NO. 1
BUDGET AND SPECIAL ASSESSMENT**

A meeting of the Oshtemo Charter Township Board was held in person at 7275 West Main Street, Kalamazoo, MI 49009 on November 14, 2023, commencing at 7:15 p.m.

Members Present:

Members Absent:

The Township Supervisor announced that the next item of business would be the public hearing on the proposed Fire Protection Budget and Special Assessment levy, in the amount of \$2,632,589.00 (3.75 mills), against the lands and premises located within the Fire Protection Special Assessment District No. 1 previously created by the Oshtemo Charter Township Board.

The Township Clerk reported that notice of the public hearing had been published in the Kalamazoo Gazette, a newspaper of general circulation within the Charter Township, on October 31, 2023. An affidavit of the foregoing publication is attached hereto.

The Fire Protection Special Assessment District is Township-wide and the proposed levy of 3.75 mills (\$3.75 per \$1,000 of assessed valuation) would raise \$2,632,589.00; the total budgeted amount for fire protection being \$4,233,299.00.

The Township Supervisor then asked for comments from persons present at the hearing.

After all persons had been given an opportunity to be heard, and an invitation had been repeated by the Township Supervisor for the continuance of the public hearing which produced no further comments, the following Resolution was then presented by the Township Attorney for consideration and adoption by the Township Board:

FIRE PROTECTION BUDGET AND SPECIAL ASSESSMENT RESOLUTION

WHEREAS, in accordance with Michigan Public Act 33 of 1951 and Public Act 188 of 1954, as amended, a hearing was scheduled and held this date with regard to the Fire Protection Special Assessment District No. 1 created by the Township for the purpose of raising sufficient funds to provide additional fire protection within the District for a 12-month period; and

WHEREAS, the Township Supervisor has submitted to the Oshtemo Charter Township Board a budget for Fire Protection within the Township for the calendar year of 2024 for operations and maintenance- including capital expenditures for fire extinguishing apparatus, equipment, and housing- in the amount of \$4,233,299.00; and

WHEREAS, it has been tentatively determined by the Township to assess the sum of \$2,632,589.00 against the taxable lands and premises (via a renewal of the current millage) within the Township through the levy of 3.75 mills special assessment and to pay any additional costs of such fire protection from the Township's General Fund; and

WHEREAS, notice of the hearing was given by publication in the Kalamazoo Gazette on October 31, 2023; and

WHEREAS, an affidavit of the October 31, 2023, publication was presented as part of the records of the meeting and is attached to this Resolution; and

WHEREAS, a hearing was held on November 14, 2023, at 7:15 p.m. in accordance with duly published notice thereof in accordance with the law and statute and opportunity given to all persons present to be heard; and

WHEREAS, upon further review by the Township Board it appears reasonable and proper to approve the Fire Protection budget for the 2024 fiscal year of the Township in the amount of

\$4,233,299.00 and to further approve a renewal of the Fire Protection Special Assessment levy of 3.75 mills against the taxable lands and premises within the Township's Fire Protection Special Assessment District No.1 benefitted by such fire protection to defray the foregoing sums.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That a budget of the estimated costs and expenses of Fire Protection for operations and maintenance- including capital expenditures for fire extinguishing apparatus, equipment, and housing- for the same in the total amount of \$4,233,299.00 for the 2024 fiscal year of the Township, commencing January 1, 2024, be hereby approved as reasonable and proper.

2. That a Fire Protection Special Assessment levy against the taxable lands and premises within the Fire Protection Special Assessment District No.1 of the Township in the amount of 3.75 mills raising the sum of \$2,632,589.00 be hereby approved and confirmed for collection in a special column on the tax statements to be mailed to the taxpayers of the Township in December of 2023.

3. That the Township Treasurer be hereby directed to collect the foregoing special assessments at the time of the collection of ad valorem Township taxes in December 2023.

Motion was made by _____, 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 Moderator declared the motion carried and the Resolution duly adopted.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

* * * * *

CERTIFICATE

Dusty Farmer, the duly elected and acting Clerk of Oshtemo Charter Township, Kalamazoo County, Michigan, hereby certifies that the foregoing is a true and correct copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board held on November 14, 2023, at which a quorum was present.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MICHIGAN

RE: FIRE & SAFETY SPECIAL ASSESSMENT DISTRICT NO. 2

EXCERPT OF MINUTES OF PUBLIC HEARING AND SPECIAL MEETING OF THE
TOWNSHIP BOARD HELD AT THE OSHTEMO CHARTER TOWNSHIP HALL ON
TUESDAY, NOVEMBER 14, 2023

Members Present:

Members Absent:

The Supervisor stated that the next order of business was the consideration of the assessment roll for the Fire & Safety Special Assessment District No. 2, which had been prepared by the Supervisor and the Assessing Officer of the Township in accordance with the Resolution of the Township Board adopted on November 14, 2023.

At the request of the Supervisor, the Clerk presented a proposed assessment roll which had been previously filed with her assessing a portion of the cost of fire & safety protection, and all persons present were invited to inspect the same and make comments with respect thereto. A summary of the comments were made as follows:

After everyone present had been given an opportunity to be heard concerning the assessment roll, and the Board had fully considered the same and all comments made in connection therewith, the following Preamble and Resolution were offered by _____ and supported by _____ for adoption by the Township Board:

**PREAMBLE AND RESOLUTION
REGARDING SPECIAL ASSESSMENT ROLL FOR
FIRE & SAFETY SPECIAL ASSESSMENT DISTRICT NO. 2**

WHEREAS, the Township Board of the Charter Township of Oshtemo, Kalamazoo County, Michigan, after due and legal notice, has conducted a public hearing upon a proposed assessment roll prepared by the Supervisor and the Assessing Officer of the Township for the purpose of defraying a portion of the costs of fire & safety protection and for the Fire & Safety

Special Assessment District No. 2 as shown on the plans and specifications for such project; and

WHEREAS, such public hearing was preceded by proper notice in the Kalamazoo Gazette, a newspaper of general circulation in the Township, on October 31, 2023, and by first class mail notice to each property owner of record within said District and upon said assessment roll; and

WHEREAS, comments were received from those present at such public hearing concerning said assessment roll and opportunity given to all present to be heard in the matter; and

WHEREAS, it is the opinion of the Township Board that no further time should be granted for the consideration of the matter; and

WHEREAS, the Township Board has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll to be correct, just and reasonable.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The assessment roll submitted by the Supervisor and Assessing Officer of the Township shall hereafter be designated as Oshtemo Charter Township Fire & Safety Special Assessment District No. 2 Special Assessment Roll and shall hereby be confirmed as the assessment roll for Fire & Safety Special Assessment District No. 2 in the amount of \$1,603,253.00- this special assessment, along with the Fire & Safety Special Assessment District No. 1, in the amount of \$2,632,589.00 will raise approximately \$4,233,299.00 to fund the Township's Fire Department Budget of approximately \$4,233,299.00.

2. The assessments in said Fire & Safety Special Assessment District No. 2 shall be

as follows:

(See Attached Roll)

The assessment shall be paid annually and shall be billed with ad valorem taxes December 1, 2023, and due February 15, 2024, and annually thereafter.

3. If the special assessment is not paid when due, then the assessment shall be considered to be delinquent, and there shall be collected, from December 1, 2023, interest at the rate of 8% per annum on any unpaid balance, and a penalty at the rate of one percent (1%) for each month, or fraction of a month, that the assessment remains unpaid before being reported to the Township Board for reassessment upon the Township tax roll, also in accordance with said Acts 33 of 1951 and 188 of 1954.

4. The special assessments confirmed herein constitute a lien upon the property assessed in accordance with Public Act 33 of 1951 and Public Act 188 of 1954, as amended.

5. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with her Warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Acts 33 of 1951 and 188 of 1954.

6. The assessment for said District for subsequent years shall be considered and set at the Township Budget hearing in November for the following year.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

Upon roll call vote, the following voted "Yes":

The following voted "No":

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

DUSTY FARMER, Township Clerk

CERTIFICATE

I, DUSTY FARMER, the duly elected Clerk of the Charter Township of Oshtemo hereby certifies that the foregoing constitutes a true copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, Kalamazoo County, Michigan, held on November 14, 2023, at which meeting _____ members were present as indicated in said Minutes and voted as therein set forth; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan, and the foregoing Excerpt contains all material pertinent to the Fire & Safety Protection Special Assessment District No. .

DUSTY FARMER, Township Clerk

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|------------------------------------|------------------------|---------------|-------|---------|------------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| TMI WESTWOOD RE LLC | 2575 N DRAKE RD | 05-12-230-040 | 201 | R-4 MUL | 1,072,502 | 5.75 | \$6,166.89 |
| EPC TREVI LLC | 1451 BRONSON WAY | 05-12-455-016 | 201 | R-4 MUL | 1,530,900 | 5.75 | \$8,802.68 |
| EPC TREVI LLC | 1700 BRONSON WAY | 05-12-455-017 | 201 | R-4 MUL | 10,716,825 | 5.75 | \$61,621.74 |
| KALAMAZOO OWNERS 1-7 LLC | 5545 SUMMER RIDGE BLVD | 05-13-130-011 | 201 | R-4 MUL | 11,822,400 | 5.75 | \$67,978.80 |
| TWO SQUARED DEVELOPMENT LLC | MAPLE HILL DR | 05-13-130-022 | 202 | C COMM | 77,400 | 5.75 | \$445.05 |
| OSHTEMO HOTELS LLC | 1315 WESTGATE DR | 05-13-130-030 | 201 | C COMM | 2,060,130 | 5.75 | \$11,845.75 |
| KALAMAZOO HOTELS LLC | 1247 WESTGATE DR | 05-13-130-040 | 201 | C COMM | 3,796,275 | 5.75 | \$21,828.58 |
| WESTPOINTE DEVELOPMENT LLC | 1080 N 10TH ST | 05-13-160-003 | 207 | R-3 RES | 381,361 | 5.75 | \$2,192.83 |
| WESTPOINTE DEVELOPMENT LLC | 1090 N 10TH ST | 05-13-160-006 | 207 | R-3 RES | 295,900 | 5.75 | \$1,701.43 |
| SHUGARS KEVIN ALLEN REV TRUST | 1040 N 10TH ST A | 05-13-160-007 | 207 | R-3 RES | 159,800 | 5.75 | \$918.85 |
| WESTPOINTE DEVELOPMENT LLC | 1040 N 10TH ST B | 05-13-160-008 | 207 | R-3 RES | 129,623 | 5.75 | \$745.33 |
| WESTPOINTE DEVELOPMENT LLC | 1040 N 10TH ST C | 05-13-160-009 | 207 | R-3 RES | 280,552 | 5.75 | \$1,613.17 |
| WESTPOINTE DEVELOPMENT LLC | 940 N 10TH ST | 05-13-160-010 | 207 | R-3 RES | 426,800 | 5.75 | \$2,454.10 |
| WESTPOINTE DEVELOPMENT LLC | 890 N 10TH ST | 05-13-160-011 | 207 | R-3 RES | 430,200 | 5.75 | \$2,473.65 |
| 10TH STREET PROPERTIES LLC | 950 N 10TH ST | 05-13-160-013 | 207 | R-3 RES | 411,600 | 5.75 | \$2,366.70 |
| WESTPOINTE DEVELOPMENT LLC | 950 N 10TH ST | 05-13-160-014 | 207 | R-3 RES | 405,825 | 5.75 | \$2,333.49 |
| WESTPOINTE DEVELOPMENT LLC | 950 N 10TH ST | 05-13-160-015 | 207 | R-3 RES | 400,954 | 5.75 | \$2,305.49 |
| WESTPOINTE DEVELOPMENT LLC | 950 N 10TH ST | 05-13-160-016 | 207 | R-3 RES | 410,700 | 5.75 | \$2,361.53 |
| TWO SQUARED DEVELOPMENT | 5650 W MAIN ST | 05-13-180-029 | 202 | C COMM | 271,605 | 5.75 | \$1,561.73 |
| MAPLE HILL LEASEHOLDS LLC | 5622 W MAIN ST | 05-13-180-035 | 201 | C COMM | 3,027,003 | 5.75 | \$17,405.27 |
| REALTY INCOME CO BLDG 2506 | 5658 W MAIN ST | 05-13-180-040 | 201 | C COMM | 261,200 | 5.75 | \$1,501.90 |
| CHOICE WYATT LLC | 5200 CROYDEN AVE | 05-13-230-013 | 201 | R-4 MUL | 9,327,990 | 5.75 | \$53,635.94 |
| GOODRICH THEATER PROPCO LLC - | MAPLE HILL DR | 05-13-255-012 | 201 | C COMM | 108,465 | 5.75 | \$623.67 |
| ORF VIII MAPLE HILL PROPERTY OWNER | MAPLE HILL DR | 05-13-255-016 | 202 | C COMM | 3,100 | 5.75 | \$17.83 |
| GOODRICH THEATER PROPCO LLC - | 820 MAPLE HILL DR | 05-13-255-018 | 201 | C COMM | 1,963,216 | 5.75 | \$11,288.49 |
| BFS RETAIL & COMMERCIAL OPERATIONS | 5490 W MAIN ST | 05-13-255-030 | 201 | C COMM | 299,775 | 5.75 | \$1,723.71 |
| 5474 WEST MAIN LLC | 5474 W MAIN ST | 05-13-255-040 | 201 | C COMM | 461,475 | 5.75 | \$2,653.48 |
| MCDONALDS CORPORATION (21-0180) | 5394 W MAIN ST | 05-13-255-050 | 201 | C COMM | 486,255 | 5.75 | \$2,795.97 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|------------------------------------|---------------------|---------------|-------|---------|------------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| FARRAND INVESTMENTS LLC | 5370 W MAIN ST | 05-13-255-060 | 201 | C COMM | 313,950 | 5.75 | \$1,805.21 |
| TARGET CORPORATION T-0901 | 5350 W MAIN ST | 05-13-255-071 | 201 | C COMM | 3,004,749 | 5.75 | \$17,277.31 |
| COLE AP KALAMAZOO MI LLC | 5330 W MAIN ST | 05-13-255-079 | 201 | C COMM | 596,505 | 5.75 | \$3,429.90 |
| ORF VIII MAPLE HILL PROPERTY OWNER | 5160 W MAIN ST | 05-13-280-010 | 201 | C COMM | 321,485 | 5.75 | \$1,848.54 |
| ORF VIII MAPLE HILL PROPERTY OWNER | 5050 W MAIN ST | 05-13-280-022 | 201 | C COMM | 10,183,530 | 5.75 | \$58,555.30 |
| COMERICA BANK | 5080 W MAIN ST | 05-13-280-030 | 201 | C COMM | 318,150 | 5.75 | \$1,829.36 |
| GORDON FOOD SERVICE | 827 N DRAKE RD | 05-13-280-040 | 201 | C COMM | 514,605 | 5.75 | \$2,958.98 |
| ORF VIII MAPLE HILL PROPERTY OWNER | 5030 W MAIN ST 5022 | 05-13-280-051 | 201 | C COMM | 3,014,340 | 5.75 | \$17,332.46 |
| 5020 W MAIN LLC | 5020 W MAIN ST | 05-13-280-055 | 201 | C COMM | 837,480 | 5.75 | \$4,815.51 |
| CONSUMERS CREDIT UNION | 5018 W MAIN ST | 05-13-280-062 | 201 | C COMM | 384,300 | 5.75 | \$2,209.73 |
| MALATESTA AVENI KALAMAZOO LLC | 5431 W MAIN ST | 05-13-401-010 | 201 | C COMM | 412,335 | 5.75 | \$2,370.93 |
| HOOVER GROVE W II | 5455 W MAIN ST | 05-13-401-020 | 201 | C COMM | 300,825 | 5.75 | \$1,729.74 |
| ATT AVON LLC | 5481 W MAIN ST | 05-13-401-030 | 201 | C COMM | 242,800 | 5.75 | \$1,396.10 |
| 626 MAPLE HILL LLC | 5519 W MAIN ST | 05-13-401-070 | 201 | C COMM | 609,900 | 5.75 | \$3,506.93 |
| 626 MAPLE HILL LLC | 5601 W MAIN ST | 05-13-401-082 | 201 | C COMM | 766,000 | 5.75 | \$4,404.50 |
| REV CORP | 618 MAPLE HILL DR | 05-13-401-102 | 201 | C COMM | 524,055 | 5.75 | \$3,013.32 |
| 626 MAPLE HILL LLC & J MILHAM LLC | 626 MAPLE HILL DR | 05-13-403-010 | 201 | C COMM | 500,850 | 5.75 | \$2,879.89 |
| STEAK N SHAKE INC | 5371 W MAIN ST | 05-13-405-021 | 201 | C COMM | 370,545 | 5.75 | \$2,130.63 |
| GOLF RIDGE LLC | 5349 W MAIN ST | 05-13-405-028 | 201 | C COMM | 1,940,210 | 5.75 | \$11,156.21 |
| TRADE CENTER G & H LLC | 5303 W MAIN ST | 05-13-405-032 | 201 | R-2 RES | 1,207,500 | 5.75 | \$6,943.13 |
| NATIONAL CITY BANK | 5299 W MAIN ST | 05-13-430-012 | 201 | C COMM | 586,950 | 5.75 | \$3,374.96 |
| NATIONAL CITY BANK | 5299 W MAIN ST | 05-13-430-013 | 201 | C COMM | 101,447 | 5.75 | \$583.32 |
| WDS VENTURES LLC | 5171 W MAIN ST | 05-13-430-020 | 201 | C COMM | 318,570 | 5.75 | \$1,831.78 |
| 19 PROPS LLC | 5015 W MAIN ST 5063 | 05-13-430-041 | 201 | C COMM | 2,233,770 | 5.75 | \$12,844.18 |
| WESTMAIN PAD LLC | 5119 W MAIN ST | 05-13-430-050 | 201 | C COMM | 761,853 | 5.75 | \$4,380.65 |
| WESTMAIN 2000 LLC | 5159 W MAIN ST | 05-13-430-060 | 201 | C COMM | 1,846,294 | 5.75 | \$10,616.19 |
| WESTMAIN 2000 LLC | 5125 W MAIN ST | 05-13-485-005 | 201 | C COMM | 3,086,136 | 5.75 | \$17,745.28 |
| 320 S DRAKE LLC | 320 S DRAKE RD | 05-13-485-020 | 201 | R-4 MUL | 2,611,800 | 5.75 | \$15,017.85 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|------------------------------------|----------------|---------------|-------|---------|------------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| SHEEHY FRANCIS E REV LIVING TRUST | 336 S DRAKE RD | 05-13-485-030 | 201 | R-3 RES | 82,600 | 5.75 | \$474.95 |
| WESTMAIN 2000 LLC | 5161 W MAIN ST | 05-13-485-031 | 201 | C COMM | 4,391,488 | 5.75 | \$25,251.06 |
| SERVICES REALTY LLC | 6958 W MAIN ST | 05-14-155-015 | 201 | C COMM | 446,019 | 5.75 | \$2,564.61 |
| PRETTY GOOD LAND MANAGEMENT CO LLC | 6984 W MAIN ST | 05-14-155-019 | 201 | C COMM | 281,017 | 5.75 | \$1,615.85 |
| MENARDS INC | 6800 W MAIN ST | 05-14-155-029 | 201 | C COMM | 3,074,856 | 5.75 | \$17,680.42 |
| VPN HOLDINGS LLC | 6880 W MAIN ST | 05-14-155-035 | 201 | C COMM | 675,465 | 5.75 | \$3,883.92 |
| MCDONALDS USA | 6820 W MAIN ST | 05-14-155-050 | 201 | C COMM | 408,030 | 5.75 | \$2,346.17 |
| BARNES REAL ESTATE HOLDING LLC | 6780 W MAIN ST | 05-14-155-072 | 201 | C COMM | 682,081 | 5.75 | \$3,921.97 |
| MEIJER INC | 6660 W MAIN ST | 05-14-185-023 | 201 | C COMM | 5,576,806 | 5.75 | \$32,066.63 |
| KAZOO CORNER LLC | 980 N 9TH ST | 05-14-185-029 | 201 | C COMM | 464,855 | 5.75 | \$2,672.92 |
| OMNI COMMUNITY CREDIT UNION | 6622 W MAIN ST | 05-14-185-031 | 201 | C COMM | 569,441 | 5.75 | \$3,274.29 |
| TANG SIK-LING/MUI-LING ET AL | 6600 W MAIN ST | 05-14-185-033 | 201 | C COMM | 391,020 | 5.75 | \$2,248.37 |
| FLAGSTAR BANK FSB | 6560 W MAIN ST | 05-14-185-036 | 201 | C COMM | 436,800 | 5.75 | \$2,511.60 |
| AUTOZONE DEVELOPMENT LLC | 6550 W MAIN ST | 05-14-185-039 | 201 | C COMM | 523,635 | 5.75 | \$3,010.90 |
| MEIJER REALTY CO | 6700 W MAIN ST | 05-14-185-040 | 201 | C COMM | 488,900 | 5.75 | \$2,811.18 |
| ADVIA REAL ESTATE HOLDINGS LLC | 6400 W MAIN ST | 05-14-255-011 | 201 | C-1 COM | 14,658,530 | 5.75 | \$84,286.55 |
| HOPESTONE PROPERTIES LLC | 6312 W MAIN ST | 05-14-255-080 | 201 | R-3 RES | 188,055 | 5.75 | \$1,081.32 |
| KARMON TIMOTHY J | 6294 W MAIN ST | 05-14-255-090 | 201 | R-2 RES | 62,704 | 5.75 | \$360.55 |
| LAKE MICHIGAN CREDIT UNION | 6170 W MAIN ST | 05-14-288-021 | 201 | R-3 RES | 326,097 | 5.75 | \$1,875.06 |
| WEST MAIN 6146 LLC | 6146 W MAIN ST | 05-14-288-041 | 201 | R-3 RES | 377,900 | 5.75 | \$2,172.93 |
| CHEMICAL BANK | 6080 W MAIN ST | 05-14-288-062 | 201 | R-3 RES | 387,135 | 5.75 | \$2,226.03 |
| MAPLE HILL LEASEHOLDS LLC | 6883 W MAIN ST | 05-14-305-015 | 201 | C COMM | 496,100 | 5.75 | \$2,852.58 |
| WAL-MART STORES INC | 501 N 9TH ST | 05-14-305-022 | 201 | C COMM | 4,653,148 | 5.75 | \$26,755.60 |
| KASTEN INVESTMENTS LLC | 6857 W MAIN ST | 05-14-305-030 | 201 | C COMM | 391,672 | 5.75 | \$2,252.11 |
| 6831 W MAIN ST LLC | 6831 W MAIN ST | 05-14-305-040 | 201 | C COMM | 258,153 | 5.75 | \$1,484.38 |
| CAR L SHINE LLC | 6775 W MAIN ST | 05-14-310-001 | 201 | C COMM | 275,200 | 5.75 | \$1,582.40 |
| CYPHER REAL ESTATE LLC | 635 N 9TH ST | 05-14-310-002 | 201 | C COMM | 153,300 | 5.75 | \$881.48 |
| CONSUMERS CREDIT UNION | 6699 W MAIN ST | 05-14-330-012 | 201 | C COMM | 434,280 | 5.75 | \$2,497.11 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|------------------------------------|---------------------|---------------|-------|---------|-----------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| PETE VANDERHAM DAIRY INC | 6649 W MAIN ST | 05-14-330-016 | 201 | C COMM | 757,995 | 5.75 | \$4,358.47 |
| WESTCARE ASSOCIATES LLC | 6565 W MAIN ST 6563 | 05-14-330-020 | 201 | C COMM | 3,921,276 | 5.75 | \$22,547.34 |
| COUNTRY MANAGEMENT PROPERTIES LLC | 714 N 9TH ST | 05-14-332-001 | 201 | C COMM | 472,600 | 5.75 | \$2,717.45 |
| COUNTRY MANAGEMENT PROPERTIES LLC | 606 N 9TH ST | 05-14-332-002 | 201 | C COMM | 319,499 | 5.75 | \$1,837.12 |
| VANDENBERG PROPERTIES LLC | 6619 W MAIN ST | 05-14-332-004 | 201 | C COMM | 368,025 | 5.75 | \$2,116.14 |
| MASSMUTUAL ASSET FINANCE LLC | 6739 SEECO DR | 05-14-332-007 | 201 | C COMM | 546,400 | 5.75 | \$3,141.80 |
| MICHIGAN RESTAURANT PROPERTIES LLC | 6740 SEECO DR | 05-14-332-009 | 201 | C COMM | 375,520 | 5.75 | \$2,159.24 |
| 9TH MICKEY LLC/HANAPEL HOME CENTE | 370 N 9TH ST | 05-14-385-069 | 201 | R-2 RES | 331,590 | 5.75 | \$1,906.64 |
| AEG OSHTEMO PROPCO LLC | 210 N 9TH ST | 05-14-385-070 | 201 | R-2 RES | 3,646,400 | 5.75 | \$20,966.80 |
| HER VISION LLC | 6221 W MAIN ST | 05-14-430-010 | 201 | R-2 RES | 126,210 | 5.75 | \$725.71 |
| DBOVEN MANAGEMENT LLC | 6211 W MAIN ST | 05-14-430-030 | 201 | C COMM | 210,100 | 5.75 | \$1,208.08 |
| PORTAGE BREWING COMPANY LLC | 6101 W MAIN ST | 05-14-430-064 | 201 | C COMM | 764,665 | 5.75 | \$4,396.82 |
| TMV PROPERTIES LLC | 5945 W MAIN ST 5937 | 05-14-435-011 | 201 | C COMM | 780,807 | 5.75 | \$4,489.64 |
| HCD PROPERTIES LLC | 6025 W MAIN ST | 05-14-435-031 | 201 | C COMM | 558,600 | 5.75 | \$3,211.95 |
| RAUSCH SCOTT R | 709 LODGE LN | 05-14-435-083 | 201 | C COMM | 197,900 | 5.75 | \$1,137.93 |
| BAY AREA TOUCHLESS CAR WASH LLC | 6670 W MAIN ST | 05-14-901-040 | 210 | C COMM | 126,263 | 5.75 | \$726.01 |
| WAYFOUND LLC | 6556 W MAIN ST | 05-14-901-050 | 210 | NOT AP | 25,830 | 5.75 | \$148.52 |
| MAR BO INVESTMENTS INC | 7250 W MAIN ST | 05-15-255-070 | 201 | C COMM | 136,395 | 5.75 | \$784.27 |
| PESHL GARY A & KATHRYN A | 8608 W MAIN ST | 05-16-180-042 | 201 | C COMM | 386,400 | 5.75 | \$2,221.80 |
| WEST MAIN PROPERTIES LLC | 8500 W MAIN ST | 05-16-180-048 | 201 | C COMM | 1,574,265 | 5.75 | \$9,052.02 |
| DRIVEN AUTOMOTIVE HOLDINGS LLC | 8688 W MAIN ST | 05-16-180-059 | 201 | C COMM | 213,675 | 5.75 | \$1,228.63 |
| BROWN PAUL | 8410 W MAIN ST 8412 | 05-16-255-020 | 201 | C COMM | 28,028 | 5.75 | \$161.16 |
| WHITETAIL DREAMS LLC | 8178 W MAIN ST | 05-16-280-012 | 201 | C COMM | 1,534,455 | 5.75 | \$8,823.12 |
| WHITETAIL DREAMS LLC | 8128 W MAIN ST 8132 | 05-16-280-015 | 201 | C COMM | 175,140 | 5.75 | \$1,007.06 |
| THE HOP FAMILY LLC | 8739 W MAIN ST | 05-16-330-010 | 201 | C COMM | 187,110 | 5.75 | \$1,075.88 |
| EVANS STEVEN M | 25 S 4TH ST | 05-16-355-071 | 201 | RR | 68,787 | 5.75 | \$395.53 |
| BAINS LLC | 8441 W MAIN ST | 05-16-405-010 | 201 | C COMM | 113,925 | 5.75 | \$655.07 |
| CHIANG CHING KUEI/YANG FENG S | 8419 W MAIN ST | 05-16-405-035 | 201 | C COMM | 81,594 | 5.75 | \$469.17 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|--------------------------------|-------------------------|---------------|-------|---------|------------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| HUSTED SOCTT P & MARY J | 9191 W MAIN ST | 05-17-430-050 | 201 | C COMM | 42,315 | 5.75 | \$243.31 |
| ELKEN FAMILY PARTNERSHIP LLLP | 7106 W KL AVE | 05-22-285-061 | 201 | R-4 MUL | 70,245 | 5.75 | \$403.91 |
| ELKEN FAMILY PARTNERSHIP LLLP | 7086 W KL AVE | 05-22-285-070 | 201 | R-4 MUL | 77,910 | 5.75 | \$447.98 |
| YES FOUNTAIN SPRINGS LLC | 1410 S 9TH ST | 05-23-355-011 | 201 | R-5 MHP | 3,434,706 | 5.75 | \$19,749.56 |
| ARBOR FINANCIAL CREDIT UNION | 6401 QUAIL RUN DR | 05-23-455-026 | 201 | R-3 RES | 353,325 | 5.75 | \$2,031.62 |
| DEKONING STEVEN | 6376 QUAIL RUN DR | 05-23-455-027 | 201 | R-3 RES | 166,405 | 5.75 | \$956.83 |
| ARBOR FINANCIAL CREDIT UNION | 1551 S 9TH ST | 05-23-455-034 | 201 | R-3 RES | 1,979,250 | 5.75 | \$11,380.69 |
| MEADOWS OF PERRYSBURG LLC | 5900 W KL AVE | 05-24-155-023 | 201 | R-4 MUL | 10,362,600 | 5.75 | \$59,584.95 |
| MEADOWS OF PERRYSBURG LLC | 5900 W KL AVE | 05-24-155-024 | 201 | R-4 MUL | 2,581,600 | 5.75 | \$14,844.20 |
| 58 WEST KL LLC | 5800 W KL AVE | 05-24-155-026 | 201 | R-4 MUL | 9,951,799 | 5.75 | \$57,222.84 |
| SOJOURNER AID PROPCO LLC | 5364 GREEN MEADOW RD | 05-24-255-026 | 201 | R-4 MUL | 1,178,800 | 5.75 | \$6,778.10 |
| CANTERBURY APARTMENTS | 690 DRAGONFLY | 05-24-260-010 | 201 | R-4 MUL | 2,596,284 | 5.75 | \$14,928.63 |
| SBV-KALAMAZOO NOTTINGHAM LLC | 704 S DRAKE RD | 05-24-280-040 | 201 | R-4 MUL | 2,654,884 | 5.75 | \$15,265.58 |
| COLONIAL MANOR ASSOCIATES LLC | 5500 W KL AVE | 05-24-330-040 | 201 | R-5 MHP | 1,066,711 | 5.75 | \$6,133.59 |
| AUDREY HOMES | 1548 CONCORD PLACE DR | 05-24-410-015 | 201 | R-4 MUL | 4,497,970 | 5.75 | \$25,863.33 |
| AUDREY HOMES | 1548 CONCORD PLACE DR | 05-24-410-030 | 201 | R-4 MUL | 1,277,560 | 5.75 | \$7,345.97 |
| AUDREY HOMES | 5050 BECKLEY RD | 05-24-430-020 | 201 | R-4 MUL | 872,392 | 5.75 | \$5,016.25 |
| AUDREY HOMES | 5050 BECKLEY RD | 05-24-430-035 | 201 | R-4 MUL | 2,484,125 | 5.75 | \$14,283.72 |
| INDY-C-KAL INC | 5034 W KL AVE | 05-24-430-050 | 201 | R-4 MUL | 300,806 | 5.75 | \$1,729.63 |
| DAME & UPDIKE CO-PARTNERSHIP | 5263 W KL AVE | 05-24-460-021 | 201 | C COMM | 171,675 | 5.75 | \$987.13 |
| PROGRO DEVELOPMENT LLC | 5169 W KL AVE | 05-24-480-011 | 201 | C COMM | 609,210 | 5.75 | \$3,502.96 |
| SPEEDWAY LLC | 1250 S DRAKE RD | 05-24-480-017 | 201 | C COMM | 616,980 | 5.75 | \$3,547.64 |
| JOHN E THOMAS PROPERTIES LLC | 5033 W MICHIGAN AVE | 05-24-485-071 | 201 | R-3 RES | 363,900 | 5.75 | \$2,092.43 |
| LICENCE GEOFFREY C & DIANA J | 5519 CODDINGTON LN | 05-25-130-010 | 201 | R-4 MUL | 123,000 | 5.75 | \$707.25 |
| LICENCE GEOFFREY C & DIANA J | 5537 CODDINGTON LN | 05-25-130-020 | 201 | R-4 MUL | 133,900 | 5.75 | \$769.93 |
| 3381 FOREST VIEW INVESTORS LLC | 5555 CODDINGTON LN 5557 | 05-25-130-030 | 201 | R-4 MUL | 346,200 | 5.75 | \$1,990.65 |
| 3381 FOREST VIEW INVESTORS LLC | 5566 CODDINGTON LN | 05-25-130-040 | 201 | R-4 MUL | 154,900 | 5.75 | \$890.68 |
| 3381 FOREST VIEW INVESTORS LLC | 5528 CODDINGTON LN | 05-25-130-050 | 201 | R-4 MUL | 134,600 | 5.75 | \$773.95 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|-------------------------------------|---------------------------|---------------|-------|---------|-----------|-------|------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| 3381 FOREST VIEW INVESTORS LLC | 1604 S 11TH ST 1664 | 05-25-130-060 | 201 | R-4 MUL | 240,500 | 5.75 | \$1,382.88 |
| 3381 FOREST VIEW INVESTORS LLC | 1800 S 11TH ST | 05-25-142-020 | 201 | R-4 MUL | 449,300 | 5.75 | \$2,583.48 |
| T G KALAMAZOO LLC | 1842 S 11TH ST 1942 | 05-25-142-030 | 201 | R-4 MUL | 631,365 | 5.75 | \$3,630.35 |
| 5725 PARTNERS LLC | 5725 VENTURE PARK DR | 05-25-153-010 | 201 | C COMM | 295,500 | 5.75 | \$1,699.13 |
| KAIA LLC | 5713 VENTURE PARK DR | 05-25-153-020 | 201 | C COMM | 481,400 | 5.75 | \$2,768.05 |
| VENTURE COURT LLC | 5708 VENTURE CT | 05-25-153-080 | 201 | C COMM | 314,239 | 5.75 | \$1,806.87 |
| BIRDSHOT LLC | 5770 VENTURE PARK DR | 05-25-153-090 | 201 | C COMM | 249,480 | 5.75 | \$1,434.51 |
| GREATER KALAMAZOO ASSOC OF REALTORS | 5830 VENTURE PARK DR | 05-25-153-105 | 201 | C COMM | 692,990 | 5.75 | \$3,984.69 |
| O'BRYANT DALE J | 5886 VENTURE PARK DR | 05-25-153-120 | 201 | C COMM | 298,300 | 5.75 | \$1,715.23 |
| FARADAY PROPERTIES LLC | 5912 VENTURE PARK DR | 05-25-153-130 | 201 | C COMM | 387,000 | 5.75 | \$2,225.25 |
| FUTURE VEST FINANCIAL LLC | 5938 VENTURE PARK DR | 05-25-153-140 | 201 | C COMM | 332,400 | 5.75 | \$1,911.30 |
| VP15 LLC | 5988 VENTURE PARK DR 5990 | 05-25-153-150 | 201 | C COMM | 354,700 | 5.75 | \$2,039.53 |
| MIEDEMA NEAL & AMY | 5991 VENTURE PARK DR | 05-25-153-160 | 201 | C COMM | 133,500 | 5.75 | \$767.63 |
| SCHIER REAL ESTATE HOLDINGS LLC | 5925 VENTURE PARK DR | 05-25-153-170 | 201 | C COMM | 307,000 | 5.75 | \$1,765.25 |
| VENTURE PARK LLC | 5865 VENTURE PARK DR | 05-25-153-180 | 201 | C COMM | 239,900 | 5.75 | \$1,379.43 |
| POWERS LAURENE A TRUST | 5835 VENTURE PARK DR | 05-25-153-190 | 201 | C COMM | 420,100 | 5.75 | \$2,415.58 |
| METRO LEASING LLC | 5775 VENTURE PARK DR | 05-25-153-200 | 201 | C COMM | 338,549 | 5.75 | \$1,946.66 |
| 5800 STADIUM DRIVE LLC | 5800 STADIUM DR | 05-25-180-019 | 201 | C COMM | 1,678,110 | 5.75 | \$9,649.13 |
| HOMES BUILDERS ASSOC OF KAL | 5700 W MICHIGAN AVE | 05-25-180-030 | 201 | C COMM | 251,296 | 5.75 | \$1,444.95 |
| BLASIUS ROGER TRUSTEE | 2014 INVERWAY CT 2062 | 05-25-188-010 | 201 | R-4 MUL | 156,030 | 5.75 | \$897.17 |
| 2050 INVERWAY LLC | 2026 INVERWAY CT 2056 | 05-25-188-020 | 201 | R-4 MUL | 123,300 | 5.75 | \$708.98 |
| 2050 INVERWAY LLC/INVERWAY EXCHANGE | 2032 INVERWAY CT 2050 | 05-25-188-030 | 201 | R-4 MUL | 133,800 | 5.75 | \$769.35 |
| 2050 INVERWAY LLC/INVERWAY EXCHANGE | 2038 INVERWAY CT 2044 | 05-25-188-040 | 201 | R-4 MUL | 129,700 | 5.75 | \$745.78 |
| INVICTUS COLLECTION LLC | 5534 W MICHIGAN AVE 5540 | 05-25-188-050 | 201 | C COMM | 275,100 | 5.75 | \$1,581.83 |
| JOHNSON LINDA | 2005 INVERWAY CT | 05-25-188-070 | 201 | C COMM | 53,025 | 5.75 | \$304.89 |
| STONE PROPERTY MANAGEMENT LLC | 2004 INVERWAY CT | 05-25-188-080 | 201 | C COMM | 135,248 | 5.75 | \$777.68 |
| SPRING HARBOR AUTO WASHES INC | 5680 STADIUM DR | 05-25-190-011 | 201 | C COMM | 511,980 | 5.75 | \$2,943.89 |
| WALTERS DOUGLAS Y | 5617 W MICHIGAN AVE | 05-25-190-061 | 201 | C COMM | 165,480 | 5.75 | \$951.51 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|--------------------------------|-----------------------|---------------|-------|---------|-----------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| LAKE EFFECT ALLIANCE GROUP LLC | 2156 S 11TH ST | 05-25-190-090 | 201 | C COMM | 63,400 | 5.75 | \$364.55 |
| KAL STADIUM LLC | 2280 S 11TH ST | 05-25-190-112 | 201 | C COMM | 418,702 | 5.75 | \$2,407.54 |
| SP & BALLY INC | 5620 STADIUM DR | 05-25-190-132 | 201 | C COMM | 299,775 | 5.75 | \$1,723.71 |
| YOUNGS DANIEL L & LISA J | 5659 W MICHIGAN AVE | 05-25-195-010 | 201 | C COMM | 97,480 | 5.75 | \$560.51 |
| TIGER KALAMAZOO LLC | 1653 S 11TH ST | 05-25-205-010 | 201 | C COMM | 1,488,700 | 5.75 | \$8,560.03 |
| TMI KALAMAZOO RE LLC | 1701 S 11TH ST | 05-25-205-020 | 201 | C COMM | 918,049 | 5.75 | \$5,278.78 |
| RUIIMVELD PROPERTIES LLC | 5400 W MICHIGAN AVE | 05-25-205-039 | 201 | C COMM | 502,215 | 5.75 | \$2,887.74 |
| ASPEN WEST LLC | 5093 W MICHIGAN AVE | 05-25-230-061 | 201 | C-R COM | 98,070 | 5.75 | \$563.90 |
| EMERALD HOLDING LLC | 1624 S DRAKE RD | 05-25-231-010 | 201 | C-R COM | 231,588 | 5.75 | \$1,331.63 |
| COSTCO WHOLESALE CORP | 5100 CENTURY AVE | 05-25-240-001 | 201 | C COMM | 3,838,170 | 5.75 | \$22,069.48 |
| CORNER @ DRAKE B LLC | 1650 S DRAKE RD | 05-25-240-003 | 201 | C COMM | 496,440 | 5.75 | \$2,854.53 |
| CORNER SHOPPES LLC | 1750 S DRAKE RD | 05-25-240-004 | 201 | C COMM | 1,010,961 | 5.75 | \$5,813.03 |
| CORNER @ DRAKE C, LLC | 1900 S DRAKE RD | 05-25-240-008 | 201 | C COMM | 568,296 | 5.75 | \$3,267.70 |
| KALAMAZOO LODGING LLC | 5425 W MICHIGAN AVE | 05-25-255-010 | 201 | C COMM | 848,085 | 5.75 | \$4,876.49 |
| KALAMAZOO SUPERIOR HOSPITALITY | 2203 S 11TH ST | 05-25-255-031 | 201 | C COMM | 768,180 | 5.75 | \$4,417.04 |
| MIKESHELL1971 LLC BY MIKE MAY | 2275 S 11TH ST | 05-25-255-060 | 201 | C COMM | 80,600 | 5.75 | \$463.45 |
| GESMUNDO LLC | 5215 CENTURY AVE | 05-25-275-010 | 201 | C COMM | 2,199,872 | 5.75 | \$12,649.26 |
| CORNER @ DRAKE POINTE ONE LLC | 5105 CENTURY AVE | 05-25-275-021 | 202 | C COMM | 137,380 | 5.75 | \$789.94 |
| CORNER @ DRAKE E, LLC | 5099 CENTURY AVE | 05-25-275-029 | 201 | C COMM | 1,858,240 | 5.75 | \$10,684.88 |
| CORNER @ DRAKE D, LLC | 5003 CENTURY AVE | 05-25-275-030 | 201 | C COMM | 1,106,385 | 5.75 | \$6,361.71 |
| METRO LEASING LLC | 5924 STADIUM DR | 05-25-305-031 | 202 | C COMM | 140,400 | 5.75 | \$807.30 |
| METRO LLC | 5850 STADIUM DR | 05-25-305-048 | 201 | C COMM | 1,776,705 | 5.75 | \$10,216.05 |
| ABTZ PROPERTIES LLC | 5943 STADIUM DR | 05-25-320-024 | 201 | R-3 RES | 459,050 | 5.75 | \$2,639.54 |
| OFD PROPERTIES LLC | 5917 STADIUM DR | 05-25-320-040 | 201 | R-3 RES | 222,600 | 5.75 | \$1,279.95 |
| CHESTNUT HILLS LIMITED | 2487 CHESTNUT HILL DR | 05-25-320-052 | 201 | R-4 MUL | 1,286,040 | 5.75 | \$7,394.73 |
| TAPLIN PROPERTIES LLC | 5787 STADIUM DR | 05-25-324-010 | 201 | R-3 RES | 339,100 | 5.75 | \$1,949.83 |
| JONES DENNIS R & PEGGY A | 5765 STADIUM DR | 05-25-330-011 | 201 | R-3 RES | 221,235 | 5.75 | \$1,272.10 |
| PNV INVESTMENTS LLC | 5655 STADIUM DR | 05-25-330-057 | 201 | R-3 RES | 40,900 | 5.75 | \$235.18 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|-------------------------------------|----------------------|---------------|-------|---------|-----------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| LONGITUDE 85, LLC | 5579 STADIUM DR | 05-25-330-071 | 201 | C COMM | 1,001,100 | 5.75 | \$5,756.33 |
| CANNAAN PROPERTIES LLC | 2490 S 11TH ST | 05-25-330-076 | 201 | C COMM | 859,719 | 5.75 | \$4,943.38 |
| PNV INVESTMENTS LLC | 5659 STADIUM DR | 05-25-332-010 | 201 | R-3 RES | 181,200 | 5.75 | \$1,041.90 |
| PNV INVESTMENTS LLC | 5657 5659 STADIUM DR | 05-25-332-020 | 201 | R-3 RES | 426,570 | 5.75 | \$2,452.78 |
| VRSK LLC | 2632 S 11TH ST | 05-25-335-013 | 201 | R-3 RES | 552,930 | 5.75 | \$3,179.35 |
| BRONSON PROPERTIES CORPORATION | 2854 S 11TH ST | 05-25-355-070 | 201 | C COMM | - | 5.75 | \$0.00 |
| FHC 16 EVERGREEN S LIMITED DIVIDEND | 2900 CRYSTAL LN | 05-25-385-028 | 201 | R-4 MUL | 2,485,245 | 5.75 | \$14,290.16 |
| CREATIVE FINANCIAL PARTNERS INC | 2415 S 11TH ST | 05-25-404-010 | 201 | C COMM | 269,010 | 5.75 | \$1,546.81 |
| EXPRESSWAY PROPERTIES LLC | 2555 S 11TH ST | 05-25-404-020 | 201 | C COMM | 198,977 | 5.75 | \$1,144.12 |
| KALAMAZOO WEST PROFESSIONAL CENTER | 2425 S 11TH ST | 05-25-405-012 | 201 | C COMM | 367,815 | 5.75 | \$2,114.94 |
| MBK HOSPITALITY LLC | 2575 S 11TH ST | 05-25-405-020 | 201 | C COMM | 1,033,830 | 5.75 | \$5,944.52 |
| WESTWOOD OFFICE PLAZA | 5380 HOLIDAY TER | 05-25-405-032 | 201 | C COMM | 283,556 | 5.75 | \$1,630.45 |
| WESTWOOD OFFICE PLAZA | 5360 HOLIDAY TER | 05-25-405-036 | 201 | C COMM | 464,003 | 5.75 | \$2,668.02 |
| WESTWOOD OFFICE PLAZA | 5320 HOLIDAY TER | 05-25-405-037 | 201 | C COMM | 322,222 | 5.75 | \$1,852.78 |
| WESTWOOD OFFICE PLAZA | 5340 HOLIDAY TER | 05-25-405-038 | 201 | C COMM | 219,111 | 5.75 | \$1,259.89 |
| ZUIDERVEEN IRENE & RONALD | 5464 HOLIDAY TER | 05-25-405-041 | 201 | R-3 RES | 183,972 | 5.75 | \$1,057.84 |
| KALAMAZOO HOTEL GROUP LLC | 2749 S 11TH ST | 05-25-405-112 | 201 | C COMM | 2,006,602 | 5.75 | \$11,537.96 |
| KALAMAZOO HOTEL GROUP LLC | 2747 S 11TH ST | 05-25-405-116 | 201 | C COMM | 3,557,818 | 5.75 | \$20,457.45 |
| BGRPKR LLC | 2889 S 11TH ST | 05-25-405-120 | 201 | R-3 RES | 666,700 | 5.75 | \$3,833.53 |
| FARADAY PROPERTIES LLC | ROBERT JONES WAY | 05-25-435-003 | 202 | BRP | 298,200 | 5.75 | \$1,714.65 |
| SNAPP III INVESTMENTS LLC | 2860 S 9TH ST | 05-26-380-011 | 201 | R-4 MUL | 157,290 | 5.75 | \$904.42 |
| TRILLIUM VILLAGE SQUARE OWNER LLC | 2890 S 9TH ST | 05-26-380-021 | 201 | R-4 MUL | 2,638,800 | 5.75 | \$15,173.10 |
| DLS 9TH ST PROPERTIES LLC | 2970 S 9TH ST | 05-26-380-033 | 201 | VC VILL | 261,450 | 5.75 | \$1,503.34 |
| 3030 S 9TH LLC | 3030 S 9TH ST | 05-26-380-046 | 201 | VC VILL | 481,900 | 5.75 | \$2,770.93 |
| 9TH STREET INVESTMENTS LLC | 3112 S 9TH ST | 05-26-380-048 | 201 | VC VILL | 229,575 | 5.75 | \$1,320.06 |
| CAMPBELL CARON GROUP LLC | 3080 MILL CREEK DR | 05-26-380-069 | 201 | R-4 MUL | 2,561,514 | 5.75 | \$14,728.71 |
| GHN REAL ESTATE LLC | 3054 S 9TH ST | 05-26-381-001 | 201 | VC VILL | 116,760 | 5.75 | \$671.37 |
| GHN REAL ESTATE LLC | 3062 S 9TH ST | 05-26-381-002 | 201 | VC VILL | 49,100 | 5.75 | \$282.33 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|-----------------------------------|-----------------------|---------------|-------|---------|-----------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| GHN REAL ESTATE LLC | 3082 S 9TH ST | 05-26-381-003 | 201 | VC VILL | 184,275 | 5.75 | \$1,059.58 |
| 6200 STADIUM DRIVE LLC | 6200 STADIUM DR 6220 | 05-26-440-013 | 201 | C COMM | 424,121 | 5.75 | \$2,438.70 |
| EMRO MARKETING COMPANY | 6150 STADIUM DR | 05-26-440-016 | 201 | C COMM | 218,610 | 5.75 | \$1,257.01 |
| 6120 STDR LLC | 6120 STADIUM DR | 05-26-440-018 | 201 | C COMM | 433,125 | 5.75 | \$2,490.47 |
| 6100 STADIUM DRIVE LLC | 6100 STADIUM DR | 05-26-440-021 | 201 | C COMM | 596,846 | 5.75 | \$3,431.86 |
| BETZLER PROPERTIES, LLC | 6080 STADIUM DR | 05-26-440-028 | 201 | C COMM | 697,200 | 5.75 | \$4,008.90 |
| H & L SERVICES/FIFTH THIRD BANK | 6040 STADIUM DR | 05-26-440-035 | 201 | C COMM | 249,900 | 5.75 | \$1,436.93 |
| KKDS THINNES LLC | 6338 STADIUM DR | 05-26-456-151 | 201 | VC VILL | 253,900 | 5.75 | \$1,459.93 |
| J&S REAL ESTATE INVESTMENT INC | 6312 STADIUM DR | 05-26-460-011 | 201 | VC VILL | 727,024 | 5.75 | \$4,180.39 |
| FAMILY D LLC | 6430 STADIUM DR | 05-26-465-022 | 201 | VC VILL | 697,616 | 5.75 | \$4,011.29 |
| CORAKIS MARIA | 6416 STADIUM DR | 05-26-465-030 | 201 | VC VILL | 56,110 | 5.75 | \$322.63 |
| CORAKIS MARIA TRUST | 6400 STADIUM DR | 05-26-465-040 | 201 | VC VILL | 80,010 | 5.75 | \$460.06 |
| FAMILY D LLC | 6360 STADIUM DR | 05-26-465-050 | 201 | VC VILL | 152,800 | 5.75 | \$878.60 |
| STADIUM DRIVE LLC | 6375 STADIUM DR | 05-26-465-075 | 201 | VC VILL | 315,540 | 5.75 | \$1,814.36 |
| GLAS ASSOC DESIGNERS/BUILDERS LLC | 6339 STADIUM DR | 05-26-474-021 | 201 | VC VILL | 203,000 | 5.75 | \$1,167.25 |
| KITCHEN & BATH UNLIMITED LLC | 6313 STADIUM DR | 05-26-474-050 | 201 | VC VILL | 63,420 | 5.75 | \$364.67 |
| KITCHEN & BATH UNLIMITED LLC | 6305 STADIUM DR | 05-26-474-060 | 201 | VC VILL | 78,000 | 5.75 | \$448.50 |
| BLACK LABEL INVESTMENTS LLC | 6301 STADIUM DR | 05-26-474-070 | 201 | VC VILL | 100,275 | 5.75 | \$576.58 |
| BLACK LABEL INVESTMENTS LLC | 6281 STADIUM DR | 05-26-474-090 | 201 | VC VILL | 158,800 | 5.75 | \$595.50 |
| MITN LLC | 6203 STADIUM DR | 05-26-480-020 | 201 | R-4 MUL | 2,551,400 | 5.75 | \$14,670.55 |
| DANFORD CREEK HOUSING, LLC | 2930 DANFORD CREEK DR | 05-26-480-033 | 201 | R-4 MUL | 1,796,259 | 5.75 | \$10,328.49 |
| VALLEY OAK PROPERTIES LLC | 6011 STADIUM DR | 05-26-480-070 | 201 | R-3 RES | 209,400 | 5.75 | \$1,204.05 |
| 6200 PARKVIEW LLC | 6200 PARKVIEW AVE | 05-26-480-081 | 201 | R-4 MUL | 143,220 | 5.75 | \$823.52 |
| YES WOODLAND ESTATES LLC | 4797 S 4TH ST | 05-33-355-035 | 201 | R-5 MHP | 1,343,867 | 5.75 | \$7,727.24 |
| SJCJ PROPERTIES LLC | 8089 STADIUM DR | 05-33-402-082 | 201 | R-3 RES | 150,973 | 5.75 | \$868.09 |
| KHEM S VIRK | 8469 STADIUM DR | 05-33-402-341 | 201 | C COMM | 80,115 | 5.75 | \$460.66 |
| GREENTREE PROPERTY SOLUTIONS LLC | 7178 STADIUM DR | 05-34-230-011 | 201 | C COMM | 191,940 | 5.75 | \$1,103.66 |
| BROWNS FOUNDATION LLC | 7162 STADIUM DR | 05-34-230-030 | 201 | C COMM | 161,400 | 5.75 | \$928.05 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|---------------------------------|----------------------|---------------|-------|---------|---------|-------|------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| STOCHASTIC CORP | 7070 STADIUM DR | 05-34-230-047 | 201 | C COMM | 237,261 | 5.75 | \$1,364.25 |
| JSL STADIUM PROPERTIES LLC | 7120 STADIUM DR | 05-34-235-001 | 201 | C COMM | 176,295 | 5.75 | \$1,013.70 |
| 7110 STADIUM DRIVE LLC | 7110 STADIUM DR | 05-34-235-002 | 201 | C COMM | 258,510 | 5.75 | \$1,486.43 |
| STADIUM DRIVE BUILDING LLC | 7123 STADIUM DR | 05-34-275-001 | 201 | C COMM | 470,283 | 5.75 | \$2,704.13 |
| JVTR STADIUM, LLC | 7171 STADIUM DR | 05-34-275-004 | 201 | C COMM | 346,756 | 5.75 | \$1,993.85 |
| OAK RIDGE ASSETS LLC | 7035 STADIUM DR | 05-34-280-045 | 201 | C COMM | 199,290 | 5.75 | \$1,145.92 |
| HECKERT INVESTMENTS INC | 7067 STADIUM DR 7069 | 05-34-281-010 | 201 | C COMM | 213,809 | 5.75 | \$1,229.40 |
| 6850 STADIUM LLC | 6850 STADIUM DR | 05-35-102-008 | 201 | VC VILL | 283,710 | 5.75 | \$1,631.33 |
| NGUYEN THUAN Q | 6860 STADIUM DR | 05-35-102-009 | 201 | VC VILL | 295,890 | 5.75 | \$1,701.37 |
| NGUYEN THUAN QUANG | 6980 STADIUM DR | 05-35-102-010 | 201 | VC VILL | 223,860 | 5.75 | \$1,287.20 |
| NGUYEN THUAN Q | 7000 STADIUM DR | 05-35-102-011 | 201 | VC VILL | 231,525 | 5.75 | \$1,331.27 |
| ELLIS SALES INC | 6915 STADIUM DR | 05-35-115-031 | 201 | VC VILL | 320,001 | 5.75 | \$1,840.01 |
| FARRER CONTRACTING SERVICES LLC | 6827 STADIUM DR | 05-35-115-061 | 201 | VC VILL | 122,325 | 5.75 | \$703.37 |
| REDMAN AGENCY LLC | 6672 STADIUM DR | 05-35-130-035 | 201 | VC VILL | 204,765 | 5.75 | \$1,177.40 |
| REDMAN VENTURES LLC | 6638 STADIUM DR | 05-35-130-051 | 201 | VC VILL | 112,800 | 5.75 | \$648.60 |
| CORAKIS MARIA TRUST | 6703 STADIUM DR | 05-35-132-051 | 201 | VC VILL | 34,635 | 5.75 | \$199.15 |
| CHIME SCHOOL LLC | 6667 STADIUM DR | 05-35-135-011 | 201 | VC VILL | 99,225 | 5.75 | \$570.54 |
| IRIS HOUSE SALON AND SPA LLC | 6641 STADIUM DR | 05-35-135-021 | 201 | VC VILL | 82,800 | 5.75 | \$476.10 |
| ROSE III JAMES H TRUST | 6619 STADIUM DR | 05-35-135-031 | 201 | VC VILL | 60,358 | 5.75 | \$347.06 |
| HINMAN CORNER LLC | 6541 STADIUM DR 6547 | 05-35-135-102 | 201 | VC VILL | 206,220 | 5.75 | \$1,185.77 |
| HINMAN CORNER LLC | 6523 STADIUM DR | 05-35-135-231 | 201 | VC VILL | 130,305 | 5.75 | \$749.25 |
| L & N COMPANY LLC | 6460 STADIUM DR | 05-35-205-012 | 201 | VC VILL | 159,285 | 5.75 | \$915.89 |
| PURAZRANG MEHDI | 3311 S 9TH ST | 05-35-205-031 | 201 | VC VILL | 66,001 | 5.75 | \$379.51 |
| PURAZRANG MEHDI | 6475 STADIUM DR 6477 | 05-35-205-051 | 201 | VC VILL | 49,980 | 5.75 | \$287.39 |
| RANDWELL PROPERTIES LLC | 6471 STADIUM DR | 05-35-205-085 | 201 | VC VILL | 257,603 | 5.75 | \$1,481.22 |
| NAMASTE LLC | 3335 S 9TH ST | 05-35-205-181 | 201 | VC VILL | 99,120 | 5.75 | \$569.94 |
| LUTKE MICHAEL & JANET | 3357 S 9TH ST | 05-35-205-191 | 201 | VC VILL | 133,560 | 5.75 | \$767.97 |
| PURAZRANG MEHDI | 3393 S 9TH ST | 05-35-205-201 | 201 | VC VILL | 58,156 | 5.75 | \$334.40 |

FIRE-2 PROTECTION SPECIAL ASSESSMENT DISTRICT

2023 Assessment Roll

Fire 5.7500 Mills

| | Street | | | | 2023 | | Total |
|--------------------------------|-------------------------|---------------|-------|---------|-----------|-------|-------------|
| Owner | Address | Parcel No. | Class | Zoning | TV | Mills | Assessment |
| DLHECKAMAN LLC | 6303 PARKVIEW AVE | 05-35-210-027 | 201 | VC VILL | 214,900 | 5.75 | \$1,235.68 |
| SAGO PROPERTIES LLC | 3497 S 9TH ST | 05-35-212-035 | 201 | VC VILL | 670,400 | 5.75 | \$3,854.80 |
| K2JO LLC | 3601 S 9TH ST | 05-35-215-010 | 201 | VC VILL | 300,200 | 5.75 | \$1,726.15 |
| SUN HUNTINGTON RUN LLC | 6255 CRANBROOK LN | 05-35-230-012 | 201 | R-5 MHP | 1,212,300 | 5.75 | \$6,970.73 |
| SUN HUNTINGTON RUN LLC | 6255 CRANBROOK LN MID | 05-35-280-011 | 201 | R-5 MHP | 1,028,700 | 5.75 | \$5,915.03 |
| SUN HUNTINGTON RUN LLC | 6255 CRANBROOK LN SOUTH | 05-35-280-019 | 201 | R-5 MHP | 1,212,300 | 5.75 | \$6,970.73 |
| EDWARD ROSE DEVELOPMENT CO LLC | 6675 TALL OAKS | 05-35-330-014 | 201 | R-4 MUL | 3,190,688 | 5.75 | \$18,346.46 |
| STORE CAPITAL LLC | 3926 S 9TH ST | 05-35-330-018 | 201 | VC VILL | 1,099,300 | 5.75 | \$6,320.98 |
| ATH LLC & ATH KALAMAZOO LLC | 5527 PARKVIEW AVE | 05-36-130-092 | 201 | R-4 MUL | 288,435 | 5.75 | \$1,658.50 |
| GLYSAN LLC | 4797 CAMPUS DR | 05-36-232-012 | 207 | BRP | 789,600 | 5.75 | \$4,540.20 |
| T-SHIRT PRINTING PLUS INC | 8608 W MAIN ST | 05-99-016-180 | 301 | NOT AP | 75,871 | 5.75 | \$436.26 |

\$1,594,885.38

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

**EXCERPT OF MINUTES OF REGULAR MEETING OF THE
OSHTEMO CHARTER TOWNSHIP BOARD HELD ON NOVEMBER 14, 2023,
REGARDING ROAD MAINTENANCE AND IMPROVEMENT BUDGET
AND LEVY**

A meeting of the Oshtemo Charter Township Board was held in person at 7275 West Main Street, Kalamazoo, MI 49009 on November 14, 2023, commencing at 7:15 p.m.

Members Present:

Members Absent:

The Township Supervisor announced that the next item of business would be the public hearing on the proposed Road Maintenance and Improvement Fund Budget and levy, in the amount of \$1,318,790.00 (1.25 mills) against all the lands, premises, and personal property located within the Township.

The Township Clerk reported that notice of the public hearing had been published in the Kalamazoo Gazette, a newspaper of general circulation within the Charter Township, on October 31, 2023. An affidavit of the foregoing publication is attached hereto.

The Road Maintenance and Improvement District will be Township-wide levy, with a proposed levy of 1.25 mills (\$1.25 per \$1,000 of assessed valuation), which would raise \$1,318,790.00 for road maintenance and improvement.

The Township Supervisor then asked for comments from persons present at the hearing.

After all persons had been given an opportunity to be heard, and an invitation had been repeated by the Township Supervisor for the continuance of the public hearing which produced no further comments, the following Resolution was then presented by the Township Attorney for consideration and adoption by the Township Board:

ROAD MAINTENANCE AND IMPROVEMENT BUDGET
AND LEVY RESOLUTION

WHEREAS, the Township Supervisor has submitted to the Oshtemo Charter Township Board a budget for Road Maintenance and Improvement within the Township for the calendar year of 2024 for road maintenance and improvement in the amount of \$1,678,964.00; and

WHEREAS, the Township Board has tentatively determined that the aforesaid tax levy is necessary, and it has been tentatively determined by the Township to assess the sum of \$1,318,790.00 against the taxable lands and premises within the Township through the levy of 1.25 mills and to pay any additional costs of such road maintenance and improvement from the General Fund of the Township; and

WHEREAS, notice of the hearing was given by publication in the Kalamazoo Gazette on October 31, 2023; and

WHEREAS, an affidavit of the October 31, 2023, publication was presented as part of the records of the meeting and is attached to this Resolution; and

WHEREAS, a hearing was held on November 14, 2023, at 7:15 p.m. in accordance with duly published notice thereof in accordance with the law and statute; and

WHEREAS, upon further review by the Township Board it appears reasonable and proper to approve the Road Maintenance and Improvement budget for the 2024 fiscal year of the Township in the amount of \$1,678,964.00; and

WHEREAS, the Township Board finds the proposed Road Maintenance and Improvement levy as a Township-wide levy of 1.25 mills (\$1.25 per \$1,000 of assessed valuation) against the assessed valuation of the Township property reasonable and proper to defray the costs of road

maintenance and improvement within the Township.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That a budget of the estimated costs and expenses of Road Maintenance and Improvement for road maintenance and improvement in the amount of \$1,678,964.00 for the 2024 fiscal year of the Township commencing January 1, 2024, be hereby approved as reasonable and proper.

2. That said Road Maintenance and Improvement levy against the assessed valuation of all the lands, premises, and personal property within the Township be set at 1.25 mills, raising the sum of \$1,318,790.00.

3. That said Road Maintenance and Improvement levy be hereby approved and confirmed for collection on the tax statements to be mailed to the taxpayers of the Township in December of 2023.

4. That the Township Treasurer be hereby directed to collect the foregoing levy at the time of the collection of ad valorem Township taxes in December 2023.

Motion was made by _____, 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 Moderator declared the motion carried and the Resolution duly adopted.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

* * * * *

CERTIFICATE

Dusty Farmer, the duly elected and acting Clerk of Oshtemo Charter Township, Kalamazoo County, Michigan, hereby certifies that the foregoing is a true and correct copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board held on November 14, 2023, at which a quorum was present.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

**EXCERPT OF MINUTES OF REGULAR MEETING OF THE
OSHTEMO CHARTER TOWNSHIP BOARD HELD ON NOVEMBER 14, 2023,
REGARDING POLICE FUND BUDGET AND PROTECTION SPECIAL ASSESSMENT**

A meeting of the Oshtemo Charter Township Board was held in person at 7275 West Main Street, Kalamazoo, MI 49009 on November 14, 2023, commencing at 7:15 p.m.

Members Present:

Members Absent:

The Township Supervisor announced that the next item of business would be the public hearing on the proposed Police Protection Budget and Special Assessment levies in the amount of \$1,200,00.00 comprised of 2.8 mills against the lands and premises located within the Police Protection Special Assessment District No. 2004-1 and .67 mills against the lands and premises located within the Police Protection Special Assessment District No. 2009-1 previously created by the Oshtemo Charter Township Board.

The Township Clerk reported that notice of the public hearing had been published in the Kalamazoo Gazette, a newspaper of general circulation within the Charter Township, on October 31, 2023. An affidavit of the foregoing publication is attached hereto.

It was explained that the levies of 2.8 mills (generating \$721,618.00) and .67 mills (generating \$484,686.00) would raise approximately \$1,200,000.00 within said Districts which would be utilized to continue to furnish police protection within Police Protection Special Assessment District No. 2004-1 (which includes the commercial, commercially developed, high density and multi-family residential areas requiring a higher level of service, and does not include any residentially-assessed properties) and Police Protection Special Assessment District No. 2009-1 (which includes all the property not otherwise included in Police Protection Special Assessment District No. 2004-1) for a 12 month period commencing January 1, 2024. The Districts are set forth on the attached map.

The total Police Protection budget for the 2024 fiscal year is \$1,480,074.00 which includes approximately \$1,200,000.00 to be raised by special assessment levy (from Police Protection Special Assessment District No. 2004-1 and Police Protection Special Assessment District No. 2009-1), court judgements, and miscellaneous income, with the remaining

\$277,000.00 to come from reserves or a transfer from the Township's General Fund.

The Township Supervisor then asked for comments from persons present at the hearing.

After all persons had been given an opportunity to be heard, and an invitation had been repeated by the Township Supervisor for the continuance of the public hearing which produced no further comments, the following Resolution was then presented by the Township Attorney for consideration and adoption by the Township Board:

POLICE PROTECTION BUDGET AND SPECIAL ASSESSMENT RESOLUTION

WHEREAS, in accordance with Michigan Public Act 33 of 1951 and Public Act 188 of 1954, as amended, a hearing was scheduled and held this date with regard to the Police Protection Special Assessment District No. 2004-1 created by the Township Board on August 26, 1980 (expanded and/or amended and confirmed June 10, 2003, November 12, 2013, and October 10, 2017, after hearing), for the purpose of raising sufficient funds to provide additional police protection within the District for a 12-month period; and

WHEREAS, in accordance with Michigan Public Act 33 of 1951 and Public Act 188 of 1954, as amended, a hearing was scheduled and held this date with regard to the Police Protection Special Assessment District No. 2009-1 created by the Township Board on November 9, 2009 (confirmed on November 23, 2009, and amended October 10, 2017, after hearing), for the purpose of raising sufficient funds to provide additional police protection within the District for a 12-month period; and

WHEREAS Township Supervisor has submitted to the Oshtemo Charter Township Board a budget for Police Protection within the Township for calendar year 2024 in the amount of \$1,480,074.00; and

WHEREAS, it has been tentatively determined by the Township to assess the sum of \$1,200,000.00 against the taxable lands and premises (via a renewal of the current millage) within the Township through the levies of 2.8 mills (Police Protection Special Assessment District No. 2004-1) and .67 mills (Police Protection Special Assessment District No. 2009-1), respectively,

special assessments, and to pay any additional costs of such Police Protection from the Township's General Fund; and

WHEREAS, notice of the hearing was given by publication in the Kalamazoo Gazette on October 31, 2023; and

WHEREAS, an affidavit of the October 31, 2023, publication was presented as part of the records of the meeting and is attached to this Resolution; and

WHEREAS, a hearing was held on November 14, 2023, at 7:15 p.m. in accordance with duly published notice thereof in accordance with the law and statute and opportunity given to all persons present to be heard; and

WHEREAS, upon further review by the Township Board it appears reasonable and proper to approve the Police Protection budget for the 2024 fiscal year of the Township in the amount of \$1,200,000.00 and to further approve a renewal of the Police Protection Special Assessment levies of 2.8 mills (Police Protection Special Assessment District No. 2004-1) and .67 mills (Police Protection Special Assessment District No. 2009-1), respectively, against the taxable lands and premises within those Districts to defray the foregoing sums.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That a budget of the estimated costs and expenses of Police Protection in the total amount of \$1,480,074.00 for the 2024 fiscal year of the Township, commencing January 1, 2024, be hereby approved as reasonable and proper.

2. That the levy of 2.8 mills against the lands and premises within the said Police Protection Special Assessment District No. 2004-1 (as expanded and/or amended), which are benefitted by the continued additional police protection therein, be hereby approved and confirmed for collection in a special column on the tax statements to be mailed to the taxpayers of the Township in December of 2023.

3. That the levy of .67 mills against the lands and premises within the said Police

Protection Special Assessment District No. 2009-1, which are benefitted by the continued additional police protection therein, be hereby approved and confirmed for collection in a special column on the tax statements to be mailed to the taxpayers of the Township in December of 2023.

4. That the assessment of the Police Protection Special Assessment levies of 2.8 mills (Police Protection Special Assessment District No. 2004-1) and .67 mills (Police Protection Special Assessment District No. 2009-1), which will collectively raise \$1,200,000.00 along with court judgements, and miscellaneous income will raise approximately \$1,480,074.00

5. That the remainder of the Police Protection budget will be paid from the Township's General Fund.

6. That Police Protection Special Assessment levies of 2.8 mills (Police Protection Special Assessment District No. 2004-1) and .67 mills (Police Protection Special Assessment District No. 2009-1), respectively, be hereby approved and confirmed for collection in a special column on the tax statements to be mailed to the taxpayers of the Township in December of 2023.

7. That the Township Treasurer be hereby directed to collect the foregoing Police Protection Special Assessments at the time of the collection of ad valorem Township taxes in December 2023.

Motion was made by _____, 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 Moderator declared the motion carried and the Resolution duly adopted.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

* * * * *

CERTIFICATE

Dusty Farmer, the duly elected and acting Clerk of Oshtemo Charter Township, Kalamazoo County, Michigan, hereby certifies that the foregoing is a true and correct copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board held on November 14, 2023, at which a quorum was present.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

**EXCERPT OF MINUTES OF REGULAR MEETING OF THE
OSHTEMO CHARTER TOWNSHIP BOARD HELD ON NOVEMBER 14, 2023,
REGARDING GENERAL FUND BUDGET, FIRE FUND BUDGET, POLICE FUND
BUDGET, AND ROAD MAINTENANCE AND IMPROVEMENT FUND BUDGET**

A meeting of the Oshtemo Charter Township Board was held in person at 7275 West Main Street, Kalamazoo, MI 49009 on November 14, 2023, commencing at 7:15 p.m.

Members Present:

Members Absent:

The Township Supervisor announced that the next item of business would be the public hearing on the proposed 2023 General Fund Budget, including the Fire Fund Budget, Police Fund Budget, and Road Maintenance and Improvement Fund Budget for Oshtemo Charter Township.

The Township Clerk reported that notice of the public hearing had been published in the Kalamazoo Gazette, a newspaper of general circulation within the Charter Township, on October 31, 2023. An affidavit of the foregoing publication is attached hereto.

Reference was made to the budget document which stated that the total 2024 General Operations Budget for Oshtemo Charter Township- including special assessment levies- will be approximately \$18,204,069.00. The cost and expenses of the General Fund operations for 2024 will be approximately \$6,739,560.00.

The Budget for the Police Fund (for Police Protection, Parking Enforcement, and Ordinance Enforcement) for the fiscal year commencing January 1, 2024, is approximately \$1,480,874.00 which includes \$1,200,000.00 to be raised by the special assessment levy, court judgments, and miscellaneous income.

The Budget for the Fire Fund for the fiscal year commencing January 1, 2024, is approximately \$4,233,299.00 which includes \$4,235,842.00 (Fire SAD No. 1 \$2,632,589.00 and Fire SAD No. 2 \$1,603,252.00) to be raised by special assessment and revenue carryover.

The Budget for the Road Maintenance and Improvement Fund for the fiscal year commencing January 1, 2024, is approximately \$1,678,964.00 of which \$1,318,790.00 is to be raised by a 1.25 mill levy against the assessed valuation of the Township Property.

The general levy of 1.5 mills against the taxable property within the Township will raise \$1,582,548.00

The Township Supervisor then asked for comments from persons present at the hearing.

After all persons had been given an opportunity to be heard, and an invitation had been repeated by the Township Supervisor for the continuance of the public hearing which produced no further comments, the following Resolution was then presented by the Township Attorney for consideration and adoption by the Township Board:

GENERAL OPERATIONS BUDGET APPROPRIATIONS ACT
AND MILLAGE RESOLUTION

WHEREAS, in accordance with law and statute a General Operations Budget has been prepared by the Township Supervisor and submitted to the Township Board covering the 2024 fiscal year of the Township in the total amount of \$18,204,069.00 for General Operations, comprised of the Police Fund Budget of \$1,480,074.00; the Fire Fund Budget of \$4,233,299.00; the Road Maintenance and Improvement Fund Budget of \$1,678,964.00; and General Operations Budget of \$6,739,560.00; and

WHEREAS, it has tentatively been determined by the Township Board to levy 1.5 mills against the taxable real and personal properties within the Township to raise the sum of \$1,582,548.00 of said total budget; and

WHEREAS, notice was published in the Kalamazoo Gazette of a hearing upon said Budget and the levy of 1.5 mills for charter millage and 1.25 for the road millage, on October 31, 2023, scheduling a hearing for this time and date upon the same and describing where said Budget may be reviewed by the public; and

WHEREAS, a public hearing has been held as scheduled in accordance with such notice and all persons given an opportunity to be heard upon said Budgets and levies; and

WHEREAS, as a result of the foregoing, it appears reasonable and proper to approve a total General Operations Budget in the amount of \$18,204,069.00- including the aforementioned Fire

Fund, Police Fund special assessment levies, a Road Maintenance and Improvement Fund levy, and to approve a general levy of 1.5 mills.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the General Operations Budget for the Charter Township of Oshtemo for the 2024 fiscal year of the Township, commencing on January 1, 2024, in the total amount of \$18,204,069.00- including \$6,739,560.00 for general Township operations, Police Fund budget of \$1,480,074.00 (which includes \$1,200,000.00 from special assessment levy, court judgments, and miscellaneous income); Fire Fund Budget of \$4,233,299.00 (which includes \$4,238,964.00 from special assessment levy); and a Road Maintenance and Improvement Fund of \$1,678,964.00 (which includes \$1,318,790.00 from special assessment levy)- is adopted.

2. The Fire Fund and Police Fund special assessment levies are hereby approved and confirmed as reasonable and proper and shall be placed on the December 2023 notices to taxpayers in the Township and collected with said taxes.

3. The Road Maintenance and Improvement Fund levy in the amount of 1.25 mills is hereby approved and confirmed as reasonable and proper and shall be placed on the December 2023 notices to taxpayers in the Township and collected with said taxes.

4. That a general tax levy in the amount of 1.5 mills against the taxable real and personal properties within the Township be hereby approved and confirmed to be collected with the tax statement delivered to taxpayers in the Township in December of 2023 to defray a portion of the foregoing budget.

5. That the Township Clerk be hereby directed to report the foregoing tax levy to the Township Supervisor forthwith, and that the Township Supervisor, in turn, be hereby directed to

deliver certified copies of this Resolution to the Clerk of the County of Kalamazoo for presentation to the County Board of Commissioners at its subsequent annual meeting.

Motion was made by _____, 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 Moderator declared the motion carried and the Resolution duly adopted.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

* * * * *

CERTIFICATE

Dusty Farmer, the duly elected and acting Clerk of Oshtemo Charter Township, Kalamazoo County, Michigan, hereby certifies that the foregoing is a true and correct copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board held on November 14, 2023, at which a quorum was present.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

**OSHTEMO CHARTER TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN**

RESOLUTION REGARDING 2024 TOWNSHIP OFFICER COMPENSATION

WHEREAS, MCL 42.6 and 41.95(3) state that the Township Board determines the salaries/compensation of Township Officers; and

WHEREAS, the Oshtemo Charter Township Board wishes to set its 2024 compensation schedule for its Officers.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

1. That effective January 1, 2024, the salaries of the Township Supervisor, Township Clerk, and Township Treasurer will increase from the 2023 annual salary of seventy-eight thousand two hundred and ninety-six dollars and ninety-two cents (\$78,296.92), to eighty-two thousand two hundred and eleven dollars and seventy-seven cents (\$82,211.77).

2. That effective January 1, 2024, the salaries of Township Trustees will increase from the 2023 annual salary of three-thousand and twenty dollars (\$3,020.00) to three-thousand one hundred and seventy-one dollars (\$3,171.00).

3. That effective January 1, 2024, the Township Trustees will be paid (in addition to their annual salary) one hundred and thirty dollars (\$130.00) per Township Board meeting, sixty-five (\$65.00) per half (1/2) day for committee meetings, and one hundred and thirty dollars (\$130.00) per full day for committee meetings in accordance with the Township Board Policy adopted November 15, 2022.

A motion was made by _____, 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 Township Supervisor declared the motion carried and the Resolution duly adopted.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP

* * * * *

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a meeting of the Oshtemo Charter Township Board, held on November 14, 2023, at which meeting _____ members were present and voted upon the same as indicated in said Minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan.

Dusty Farmer, Clerk
OSHTEMO CHARTER TOWNSHIP