

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

**January 10, 2023**

*Refer to page 3 for Virtual Meeting Information*

**REGULAR MEETING  
6:00 P.M.  
AGENDA**

1. Call to Order
2. Approval of the Agenda (varies from adopted policy)

**WORK SESSION ITEMS**

3. Discussion on Facilities Improvement - Customer Service Counter Security Glass
4. Discussion on Oshtemo Organizational Review (Continued)
5. Other Updates & Business

**BREAK (Time Permitting) – 7:05 P.M.**

**REGULAR SESSION ITEMS – 7:15 P.M.**

6. Pledge of Allegiance
7. Public Comment on Non-Regular Session Items
8. Consent Agenda
  - a. Approve Minutes – December 13th, 2022 Regular Meeting
  - b. Receipts and Disbursements
  - c. Facilities Project – Counter Glass J&J Agreement
  - d. Ordinance 407 Amendments – MERS Health Savings Plan Benefit – Second Reading (Tabled 12.13.2022)
  - e. Municipal Finance Advisor – Bendzinski Agreement Amendment
  - f. Pension Benefit – Greenleaf Trust Amendment Number Four
9. Consideration of Reduction in Rate for Water Surcharge
10. Consideration of Liquor License Application (Speakeasy Golf) (Tabled 12.13.2022)
11. First Reading - Zoning Ordinance Amendments (Ordinance No. 647) including amendments to:
  - a. Article 69 - Variance Duration and Clarification of the Zoning Board of Appeal's Duties and Operational Procedures
  - b. Compliance with Public Act 106 & Other Clean Up
    - i. Article 2, Section 2.20 - Definitions
    - ii. All Residential District Articles - Add Qualified Residential Treatment Program (QRTP) as a Permitted Use
12. Discussion of Township Board Meeting Policy Amendments
13. Discussion on 2023 Oshtemo Community Survey
14. Public Comment
15. Board Member Comments
16. 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](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

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

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

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

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

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

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8:00 a.m. – 5:00 p.m., and on Friday, 8:00 a.m. – 1:00 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://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](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

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

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

## 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:



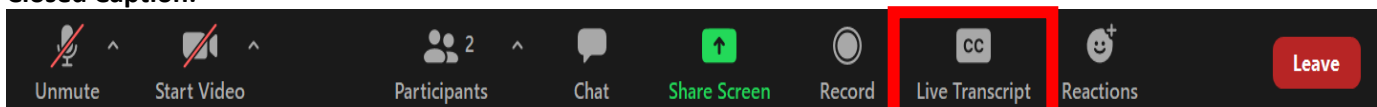
Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- 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”.

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# Memorandum

**Date:** 10 January 2023  
**To:** Township Board  
**From:** Greg Fountain, Maintenance Director  
**Subject:** Office Security Glass

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## **Objective**

Board consideration to authorize Township Supervisor to enter into agreement with J&J Glass in the amount of \$7,626.20 to install security glass at the customer service counter. This work will be paid from the current 2023 budget, 101-218-97400 from Capital Outlay (no budget amendment is requested).

## **Background**

The request for consideration is two-fold: health and safety. In recent months, there have been heightened interactions between residents and business owners whose confrontational behaviors range from irritated to infuriated. A particular incident that occurred in early September, exposed a weakness in written policy for handling such situations. Quick temporary protocols were provided and communicated through HR and has spurred on the need for a Safety Committee. An ad-hoc committee was assembled last quarter and has been meeting to discuss a variety of safety as well as health-related concerns. From the Safety Committee's recommendation, the security glass is currently the best, affordable resolve to help prevent transfer of viruses for consideration of Staff personal health, to maintain the flow of resident in-person transactions and for an added layer of protection to all Staff for any future adverse occurrences.

## **Information Provided:**

Cost for material and installation. I requested 4 estimates from local vendors.

- The Glass Doctor came out and surveyed the situation but does not do this sort of project.
- Dave's Glass came out and surveyed the situation but did not respond.
- Mulder Glass estimate \$13,275
- J&J Glass estimate \$7626.20

If approved, I would recommend we move forward with J&J Glass. They were the lowest bidder and referenced several local projects that were similar in scope. I have attached the quote.



COMMERCIAL • RESIDENTIAL

509 East Vine Street, Kalamazoo, MI 49001  
 Ph: (269)344-2834 Fax: (269)344-0378 Tax ID: E38-3342860  
 Residential Builders License: 2102184918

W.O. #	WO B0077441	Date	10/18/2022
Cust. #	3754260	Price Cat	2
P.O. #		Sold By	CM
		Inst'l By	

OSHTEMO CHARTER TOWNSHIP  
 7275 WEST MAIN ST  
 KALAMAZOO, MI 49009

Bus.: (269) 375-4260

Qty	Part	Thickness	Description	List	Price	Total
GLASS FOR COUTNERTOP IN MAIN OFFICE						
8	TEMP	3/8	42 X 66 TEMPERED SAFETY GLASS APPROX SIZE	423.50	423.50	3388.00
8	L1		(All) 3/8-1/2 TMP FLT POL	140.40	140.40	1123.20
4	MISC		3 1/2" HOLES FOR SPEAKTHRU	98.00	98.00	392.00
1	MISC		POLISHED EDGENOTCH 12 X 6 APPROX	475.00	475.00	475.00
4	MISC		CRL SPEAKTHRU COVER 834A	27.00	27.00	108.00
32	MISC		Z810 bn CLAMPS	20.00	20.00	640.00
1	LABOR		Labor Charge	1500.00	1500.00	1500.00

GREG FOUNTAIN 216-5243  
 CALLED IN BY KYLE 269- 585-4154 HOURS 8-5 M-THUR 8-1 FRIDAY  
 CLOSED FOR LUNCH 1-2 PM

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Subtotal	6126.20
Labor	1500.00
Tax	0.00
Total	7626.20
Balance	7626.20

Terms of payment are 30 days from Invoice date. A service charge of 1.500% per month (18.000% annum) will be added to past due accounts.

RECEIVED BY:

10/18/22 4:26pm by ADMIN Updated 12/19/22 8:26am by ADMIN

# Memorandum



**Date:** 11 January 2023  
**To:** Township Board  
**From:** Sara Feister, HR/Benefit Coordinator  
**Subject:** Revision to Ord 407, Section 105.007– Retiree Health Care Defined Contribution Plan Ordinance to 2023 Accrual Based Program - **SECOND READING 01.10.23**

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## **Objective**

Requesting Board approval to revise the Retiree Health Care Defined Contribution Plan Ordinance to match the move to an accrual based, per pay period, contribution as previously approved by the Board. The intention is to accept Ordinance revisions for First Reading, and to set Second Reading on December 13th.

## **Background**

The Board approved the per pay period accrual-based contribution in September 2022. There is a need to revise the language in the Ordinance to accommodate the accrual-based change.

## **Information Provided**

1. Redline of Ord 407 Section 105.007– Retiree Health Care Defined Contribution Plan Ordinance

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

OSHTEMO CHARTER TOWNSHIP ORDINANCE

An Ordinance to amend the Oshtemo Charter Township Employee Benefits (Ordinance No. 407, as amended), specifically Section 105.007, and to repeal all Ordinances or parts of Ordinances in conflict.

OSHTEMO CHARTER TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN  
ORDAINS:

SECTION I. AMENDMENT OF COMPILED SECTION 105.007, RETIREE HEALTH CARE DEFINED CONTRIBUTION PLAN. Compiled Section 105.007 is amended to read as follows:

Section 105.007– Retiree Health Care Defined Contribution Plan

Sec. VII

The Oshtemo Charter Township Board shall determine the annual reimbursement for retirees' medical insurance premiums and the annual contribution the Township will make toward the Retiree Health Care Defined Contribution Plan created, established, and contracted for under this Ordinance. ~~Each eligible officials and/or employees (as are enumerated in the table in Section III) who is employed by the Township on December 31st is eligible for the Retiree Health Care Defined Contribution Plan.~~ Individuals eligible for retiree health benefits prior to November 21, 2012, shall be reimbursed for medical, dental, and vision insurance premiums for themselves, and/or for their spouse (during the employee's



lifetime), up to the annual set amount determined by the Township Board and are not entitled to participate in the Retiree Health Care Defined Contribution Plan.

SECTION II.

EFFECTIVE DATE. This Ordinance shall take effect upon publication after adoption in accordance with State law. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP

OSHTEMO CHARTER TOWNSHIP ORDINANCE NO. \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

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KALAMAZOO COUNTY, MICHIGAN  
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Sec. VII

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SECTION II.

EFFECTIVE DATE. This Ordinance shall take effect upon publication after adoption in accordance with State law. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



January 3, 2023

Ms. Elizabeth Heiny-Cogswell, Supervisor  
Oshtemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009

RE: Oshtemo Charter Township, County of Kalamazoo, State of Michigan, General Obligation  
Limited Tax Bonds, Series 2023

Dear Ms. Heiny-Cogswell

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above referenced bond issue. This letter (the "Agreement") will confirm the terms of our engagement:

- Act on behalf of the Charter Township of Oshtemo (the "Issuer") with a fiduciary duty, as well as dealing fairly with all persons in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- Phase-Part I
  - Prepare complete financial information in cooperation with officials and engineers in order to arrive at the amount of the issue to be sold;
  - Development of cash flow analysis and revenue sources to meet the principal and interest obligations on the proposed bonds;
- Phase-Part II
  - Assist the Issuer in determining the revenue sources to meet the principal and interest obligations on the proposed bonds;
  - Provide assistance when requested to the Issuer's Attorney and Bond Counsel to insure that all possible provisions are made towards the most advantageous terms to the Issuer;
  - Prepare with cooperation of the Issuer, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
  - If requested, prepare with cooperation of the Issuer, the application required by the Rural Development to obtain Rural Development approval;
  - Prepare Bond Specifications for the Issuer's Bond Counsel;

## **Bendzinski & Co.**

Ms. Heiny-Cogswell

January 6, 2023

- Advise and assist the Issuer to enable them a successful delivery of funds from Rural Development; and
- Furnish the debt service schedule and sources and uses of funds.

Bendzinski & Co. proposes fees as follows:

Phase 1 Series A Bonds: \$26,500.00

Phase 1 Series B Bonds: \$14,930.00

Additional work required due to litigation \$25,000.00 ~~and~~

~~Phase 1B \$14,930.00~~

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds, The additional work fee will be payable when Phases 1A and 1B are closed. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.’s filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

**Bendzinski & Co.**

Ms. Heiny-Cogswell

January 6, 2023

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

**BENDZINSKI & CO.**  
**Municipal Finance Advisors**



Robert J. Bendzinski, CIPMA  
President  
Registered Municipal Advisor

Accepted: \_\_\_\_\_, 20\_\_

CHARTER TOWNSHIP OF OSHTEMO, STATE OF MICHIGAN

By: \_\_\_\_\_  
(Name, Title)

# Memorandum

**Date:** 10 January 2023  
**To:** Township Board  
**From:** Sara Feister, HR/Benefit Coordinator  
**Subject:** Consideration of Greenleaf Amendment #4

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## **Objective**

Seeking Board approval to make a plan amendment to add Information Security and Fraud Prevention and Restoration information to plan documents. This is a free service that is available to all employees and is included at no charge to the Township. The proposed amendment will add the language about this program.

## **Information Provided**

Charter Township of Oshtemo 401(a) and 457(b) Plans Amendment Four



# GREENLEAF® TRUST

## **Retirement Plan Service Provider Agreement and Fee Disclosure for Charter Township of Oshtemo 401(a) and 457(b) Plans *Amendment Four***

The Retirement Plan Service Provider and Fee Disclosure Agreement between **Greenleaf Trust** (“Greenleaf”) and Charter Township of Oshtemo (“Plan Sponsor”) effective July 1, 2012 is amended per this document for the following:

**Section I (H) is added as:**

### **H. Information Security and Fraud Prevention and Restoration**

Greenleaf Trust (“Greenleaf”) is a privately held wealth management firm with specialized disciplines in wealth management, trust administration, and retirement plan administration. Greenleaf is proud to offer Plan Sponsor and Participants our Fraud Restoration Program (“Program”) in connection with your [for example, Master Services Agreement] [or] [Retirement Plan Service Provider Agreement and Fee Disclosure] (“Agreement”). For accounts where Greenleaf serves as the plan recordkeeper, Greenleaf may restore losses to a Participant’s Greenleaf retirement accounts that result from others’ fraudulent use of Personal Information caused through no fault of Participant.

**1. Information Security.** Greenleaf seeks to protect the integrity, security, and confidentiality of the information of Plan Sponsor and Plan Participants (“Participants”) and to prevent fraud in connection with Greenleaf providing the services under the Agreement (“Services”).

- **Personal Information.** “Personal Information” means information provided by or on behalf of Plan Sponsor or Participants, or their agents to Greenleaf in the course of Greenleaf’s performance of the Services under this Agreement that: (i) identifies an individual (by name, signature, address, telephone number or other unique identifier), or (ii) can be used to identify or authenticate an individual.

Personal Information includes (i) an individual’s government-issued identification number (including social security number, driver’s license number, or state-issued identification number); and (ii) financial account number in combination with any required security code, access code, personal identification number, or password, that would permit access to an individual’s financial account.

- **Confidentiality.** Greenleaf agrees to keep all Personal Information confidential, using an appropriate degree of care to avoid unauthorized use and disclosure. Greenleaf may disclose Personal Information in accordance with the terms of the



Agreement, and additionally to its employees having a need to know this information in connection with the performance of the Services for Plan Sponsor. Greenleaf may also disclose Personal Information to its affiliates and its subcontractors having a need to know this information in connection with the performance of Services. If Greenleaf receives a request for the production of Personal Information under applicable law, Greenleaf shall notify Plan Sponsor in writing before producing any information or documents (except to the extent otherwise prohibited by applicable law).

- **Greenleaf Information Security Program.** Greenleaf states that (i) its treatment of Personal Information is in compliance with applicable laws and regulations with respect to privacy and data security, and (ii) it has implemented and currently maintains a written information security program including administrative, technical, and physical safeguards and other security measures necessary (iii) to ensure the security and confidentiality of Personal Information; (iv) to protect against unauthorized access to or acquisition of Personal Information that would likely result in harm to Plan Sponsor or Participant (“Cybersecurity Event”).

As part of Greenleaf’s Information Security Program, (v) Greenleaf maintains at its sole expense cyber-liability insurance coverage subject to certain deductibles, exclusions, and other limitations. Coverage limits may be increased or decreased without notice to Plan Sponsor. (vi) Greenleaf maintains a written Information Security Policy which may be audited by government (for example, Michigan Department of Insurance and Financial Services) or other qualified third-party auditors from time to time. (vii) Greenleaf requires routine cybersecurity training to be completed by all its employees. (viii) Greenleaf shall notify Plan Sponsor, without unreasonable delay, upon confirming that a Cybersecurity Event has occurred. (ix) Greenleaf shall dispose of all records, electronic or otherwise, including any Personal Information related to Plan Sponsor and its Participants at the completion of the engagement or at Plan Sponsor’s request or as required by law.

2. **Fraud Prevention and Restoration.** For accounts where Greenleaf serves as the plan recordkeeper, Greenleaf will restore losses to a Participant’s Greenleaf retirement accounts that result from others’ fraudulent use of Personal Information caused through no fault of Participant, provided the following conditions are met subject to the limitations set forth below. Participant accounts may not be reimbursed if these requirements have not been followed. Greenleaf’s Fraud Restoration program terms and conditions are available on Greenleaf’s website. **Greenleaf will determine the amount of the reimbursement, in its sole discretion, based on the facts of the situation.**

Greenleaf and Plan Sponsor will use commercially reasonable efforts to prevent fraud and unauthorized transactions. The parties agree to the following fraud prevention duties.

- **Greenleaf’s Duties**
  - Greenleaf will follow and maintain the Information Security Program described herein.

- Greenleaf will verify the identity of Participant before account information may be discussed, before Participant can obtain online account access, and before Participant may obtain a fund withdrawal.
- Greenleaf will abide by its Participant Security Protocol attached here as Addendum A which may be updated from time to time.

- **Plan Sponsor's Duties**

- Plan Sponsor will provide all Participants an electronic communication directing them to this Fraud Restoration Program and its terms and conditions, including but not limited to Participant's Duties set forth below within fourteen (14) days of execution of the Agreement.
- Greenleaf's Fraud Restoration terms and conditions are available on the Greenleaf Fraud Restoration webpage and may be updated from time to time.
- Plan Sponsor will supply Greenleaf with updated Participant records immediately upon change in Participant status.
- Plan Sponsor will immediately inform Greenleaf of any cybersecurity events effecting Plan Sponsor or known Participants (for example, phishing, password compromise, email account compromise, ransomware, or other malware).

- **Participant's Duties**

- Plan Sponsor will abide by the Participant Security Protocol attached here as Addendum A, which may be updated from time to time. Participant will remain vigilant for fraud.<sup>1</sup>
- Participant will report suspicious activity to Greenleaf immediately, but no later than sixty (60) days from the suspected unauthorized transaction.
- Participant will not share user ID's, passwords, or challenge questions with third parties.
- Participant will provide up-to-date contact information, including email addresses and cell phone numbers to Greenleaf.
- Participant has enrolled in two-factor authentication and account alerts, as available, on their accounts.
- Participant has installed current software updates on their devices.
- In the event Participant suffers identity theft, Participant will change their account passwords and notify Greenleaf immediately.

- Plan Sponsor will cooperate in any investigation of fraud or Cybersecurity Event, including but not limited to completing an affidavit of fraud, filing a police report, and/or providing Greenleaf's investigative team access to computer or email logs.

**3. Fraud Restoration Limitations.** Fraud restoration does not cover direct or indirect losses arising from the following:

- Activity by Plan Sponsor, financial advisor, or other untrusted third party who is authorized by Participant to access data or with whom a Participant has shared their account credentials.
- A breach, security compromise, or cybersecurity event of the systems of those third parties (as referenced in point above).
- Accounts held or managed by third parties, such as outside self-directed brokerage accounts.
- Taxes, legal fees, expenses or any indirect, consequential, or non-monetary damages or those amounts that have already been reimbursed from other sources, such as identity theft insurance.
- Unauthorized use of a Password occurring before Greenleaf is notified that a Password is compromised, unless such unauthorized use is the result of Greenleaf's negligence or willful misconduct.
- Losses that result from Participant's own negligence, or from Plan Sponsor's negligence or breach of fiduciary duty.

<sup>1</sup> For resources regarding how to prevent fraud on your retirement accounts, visit United States Securities and Exchange Commission fraud prevention website at <https://www.investor.gov/protect-your-investments/fraud/how-avoid-fraud>.

**Section V – Participant Security Protocol**

**Addendum A**

**Insuring security for retirement funds is top priority for  
your organization and your employees.**

**Participant Verbal & Written Communication**

Each method of communication requires verification before account information can be discussed. Identity is verified by the participant correctly providing:

- ✓ Participant Date of Birth
- ✓ Last four digits of Participant’s Social Security Number
- ✓ Participant Date of Hire or Termination

Additionally, there is an effort to collect supplementary personal information, as needed:

- ✓ Participant Mobile & Work Phone Numbers
- ✓ Participant Personal & Work Email Addresses

As necessary, the participant can grant a one-time verbal authorization to discuss account information with an agent on the same phone call. There is a written consent form that is required to be filed for account information to be reviewed with anyone other than the participant from there on out.

**Participant Online Account Access**

Online account access is achieved after successfully completing the enrollment process. Logging on for access requires the participants to successfully provide:

- ✓ Login
- ✓ Password
- ✓ Multi-factor authentication PIN – via text or email

**Participant Fund Withdrawal**


Withdrawing funds from an account can be completed with an online fund withdrawal form or a paper form if the plan permits. Additional levels of security required may include:

- ✓ Picture ID for funds >\$10,000, and with discretion for funds <\$10,000
- ✓ Employer’s signature
- ✓ Notary Public

This Amendment is effective fourteen days after the Plan Sponsor signature date below.

**Greenleaf Trust:**

**Charter Township of Oshtemo:**

DocuSigned by:  
  
 Kathleen J. Waldron, QKA  
 Vice President, Asst. Dir. Ret. Plan Div.

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

Date: 11/22/2022 | 15:19 EST

Date: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 20CDDC1B80DF4B5B8D7A5A6AE8F1AE9B	Status: Sent
Subject: Complete with DocuSign Charter Township of Oshtemo Amendment Four	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christie Dando
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	211 South Rose Street
	Kalamazoo, MI 49007
	CDando@greenleaftrust.com
	IP Address: 67.219.203.162

**Record Tracking**

Status: Original	Holder: Christie Dando	Location: DocuSign
1/4/2023 9:18:34 AM	CDando@greenleaftrust.com	

**Signer Events**

Signature	Timestamp
Elizabeth Heiny-Cogswell libbyhc@oshtemo.org Oshtemo Charter Township Security Level: Email, Account Authentication (None)	Sent: 1/4/2023 9:20:31 AM
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 3/26/2021 3:33:23 PM	
ID: d9ad31fb-1a60-4772-b13d-92f2efdd558d	

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Chris Sharp csharp@greenleaftrust.com Senior Relationship Specialist Greenleaf Trust Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/4/2023 9:20:32 AM
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		

Sara Feister sfeister@oshtemo.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/4/2023 9:20:31 AM Viewed: 1/4/2023 9:28:14 AM
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/4/2023 9:20:32 AM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Greenleaf Trust (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Greenleaf Trust:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [okrings@greenleaftrust.com](mailto:okrings@greenleaftrust.com)

**To advise Greenleaf Trust of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [okrings@greenleaftrust.com](mailto:okrings@greenleaftrust.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Greenleaf Trust**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [okrings@greenleaftrust.com](mailto:okrings@greenleaftrust.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Greenleaf Trust**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [okrings@greenleaftrust.com](mailto:okrings@greenleaftrust.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Greenleaf Trust as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Greenleaf Trust during the course of my relationship with you.

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CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN

**RESOLUTION ESTABLISHING PUBLIC WATER FEES  
AND USER RATES**

Adopted: \_\_\_\_\_, 2023

Effective: \_\_\_\_\_, 2023

WHEREAS, the Charter Township of Oshtemo has heretofore adopted the Public Water Service Ordinance, being Ordinance number 508, and as thereafter amended; and

WHEREAS, pursuant to Section 2 of said Ordinance, the Township Board is required to establish appropriate service charges and user rates for each water service user and to make changes from time to time to reflect the changes in cost and water needs; and

WHEREAS, Oshtemo Charter Township in conjunction with the Kalamazoo Area Water and Wastewater Commission has recently negotiated a new 40-year Water services contract with the City of Kalamazoo; and

WHEREAS, as a result of multi-year negotiations with the Township and the Commission were able to obtain significant benefits and protection for Township residents regarding water service fees and user rates thereby allowing the Township to lower its water surcharge and undertake a study to determine whether other service charges or fees may be further reduced; and

NOW THEREFORE, until further modification by resolution of the Township Board, the public water service charges and user rates are hereby adopted, and the following fees shall be payable for all water users of the Township at the time of connection.

**Water Service Fees and User Rates.**

Monthly or quarterly use charges shall be billed to each user connected to the public water system by the City of Kalamazoo in conjunction with the user's water bill as metered, in accordance with the water service agreement between the Charter Township of Oshtemo and the City of Kalamazoo.

In addition to the user charges as established by the City of Kalamazoo, each water service user will be charged a surcharge for this service of 2.5%, to be added to each user's monthly or quarterly billing for administrative and professional services related to the oversight of the water system within Oshtemo Charter Township

**Annual Review.**

These fees are to be reviewed annually.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt the foregoing resolution.

Upon roll call vote,

The following voted "Aye":

The following voted "Nay":

The following abstained or were absent:

The Supervisor declared the motion carried in the resolution duly adopted.

\_\_\_\_\_  
DUSTY FARMER, Clerk  
Oshtemo Charter Township

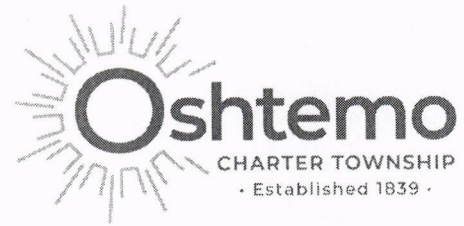
\*\*\*\*\*

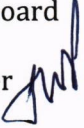
CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of an Excerpt of the Minutes of a regular meeting of the Oshtemo Charter Township Board, held on January 10, 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

# Memorandum



**Date:** December 13, 2022  
**To:** Township Board  
**From:** James Porter   
**Subject:** Liquor License Application – Speakeasy Golf

---

## **Objective**

To consider the request of Speakeasy Golf for one of the Townships quota class C liquor licenses.

## **Background**

Speakeasy Golf has received a special use permit to operate an indoor recreational facility at 6120 Stadium Drive. It wishes to add the ability to serve beer and wine to their clientele.

## **Information Provided**

The Township currently has 4 class C liquor licenses at its disposal. Attached are the minutes from the Planning Commission of which the applicant received a special use permit to operate an indoor recreational business consisting of an indoor recreational golf club.

## **Semen What's Been Requested**

The applicant is requesting that the Township issue one of its quota class C liquor license for subject facility.



**MCKENNA**

# Memorandum

**TO:** Oshtemo Township Planning Commission

**FROM:** Kyle Mucha, AICP, Senior Planner  
Paul Lippens, AICP, NCI, Vice President

**SUBJECT:** **SiteCreate/Speakeasy Golf – Special Land Use; 6120 Stadium Drive, Suite B (Parcel ID: 05-26-440-018)**

**DATE:** November 3, 2022

On behalf of the Charter Township of Oshtemo Planning Department, McKenna has reviewed the above-referenced Special Land Use submission for a proposed indoor golf facility, which will utilize golf simulators, operating year-round. The applicant proposes to occupy an existing tenant suite within the commercial building located at 6120 Stadium Drive.

## SITE DESCRIPTION & BACKGROUND

The applicant proposes to operate a year-round indoor golf facility, with two simulator units, restroom facilities, office space and a bar. The proposed facility will occupy an estimated 1,469 square feet of the total 9,158 square feet of commercial space, located at 6120 Stadium Drive.

The subject site fronts Stadium Drive, however, provides ingress/egress along Fairgrove Street, as shown in the image to the right.

The subject site has been zoned C-1, Local Commercial since the commercial building was first proposed in 1997. It should be noted that a variance was granted on October 6, 1997 to permit off-site water retention.



## REVIEW COMMENTS

The proposed indoor recreational facility is considered a special land use within the C, Local Commercial Zoning District. Therefore, the review of the proposed project is subject to the regulations as outlined within Oshtemo Township's Zoning Ordinance. Due to the applicant proposing to reoccupy an existing commercial site and with no changes to the exterior being proposed, an additional site plan review was determined to not be required at this time.

**KALAMAZOO**  
151 South Rose Street  
Suite 920  
Kalamazoo, Michigan 49007

○ 269.382.4443  
F 248.596.0930  
**MCKA.COM**

Communities for real life.



## **Special Uses (§65.30)**

Special Uses are subject to the regulations of Section 65 of the Zoning Ordinance.

- a. *The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.* The intent of the C, Local Commercial District is designed to permit retail sales and commercial service uses. As previously referenced, the Township Zoning Ordinance considers indoor recreational facilities a special use within the Commercial District. Furthermore, the applicant seeks to occupy an existing commercial space, which had received prior approval by the Zoning Board of Appeals on October 6, 1997. We find that the proposed indoor recreational facility aligns with the intent of the Master Plan.
- b. *Site Plan Review Criteria.* The applicant proposes to utilize/reoccupy an existing commercial suite. Due to no apparent exterior modifications proposed, nor an increase in building square footage, site plan review is not warranted at this time.
- c. *The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.* Based on existing land use patterns to the east and west, the re-occupancy of the suite is not anticipated to create a negative impact. Furthermore, the suite is limited in size via square footage, thus "capping" the expansion capabilities. We find that the proposed indoor recreational facility can coexist with neighboring uses.
- d. *Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.* The site provides 49 parking spaces, enough spaces to accommodate the newly proposed and existing uses within the Commercial building. The re-occupancy of an existing tenant suite for an indoor recreational facility, measuring roughly 1,500 square-feet, is not anticipated to adversely impact adjacent properties.
- e. *The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.* The Zoning Board of Appeals (ZBA), in 1997, made a determination that the proposed construction of this commercial building, offering tenant suites, would not be detrimental, hazardous nor disturbing to existing uses. We find that the proposed use aligns with the findings of the ZBA in 1997.
- f. *Environment.* *The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.* The site is not proposed to change due to the applicant seeking to occupy and existing commercial suite.
- g. *Public facilities.* *Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.* No apparent changes are proposed that would warrant a change in the existing public/private infrastructure currently servicing the commercial property.



## RECOMMENDATION

In conclusion, the applicant is seeking to operate an indoor recreational facility at 6120 Stadium Drive, Suite B. The subject site is zoned C-1, Local Business, and as such, the proposed use requires a Special Land Use review and approval. Based on the review conducted above, we recommend that the Planning Commission **approve** the request subject to the following conditions:

1. Full compliance with building and fire safety requirements.
2. Approval to operate a beer/wine bar from the Township.

Respectfully submitted,

### McKENNA

Paul Lippens, AICP, NCI  
Vice President

Kyle Mucha, AICP  
Senior Planner





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

**PLEASE PRINT**

PROJECT NAME & ADDRESS Speakeasy Golf 6120 Stadium Dr STE B, Kalamazoo, MI 49009

**PLANNING & ZONING APPLICATION**

Applicant Name : John R Crookston II

Company SiteCreate/Speakeasy Golf

Address 6120 Stadium  
Suite B  
Kalamazoo, MI 49009

E-mail Rob@speakeasygolf.com

Telephone 269-760-1249 Fax \_\_\_\_\_

Interest in Property Leasee

THIS SPACE FOR TOWNSHIP USE ONLY

**OWNER\*:**

Name 6120 STDR, LLC

Address 5770 Venture Park  
Kalamazoo, MI 49009

Email info@gardermi.com

Phone & Fax 269-323-7774 269-323-7778

Fee Amount \_\_\_\_\_  
Escrow Amount \_\_\_\_\_

**NATURE OF THE REQUEST:** (Please check the appropriate item(s))

- |   |   |
|---|---|
| <input type="checkbox"/> Planning Escrow-1042                 | <input type="checkbox"/> Land Division-1090           |
| <input checked="" type="checkbox"/> Site Plan Review-1088     | <input type="checkbox"/> Subdivision Plat Review-1089 |
| <input type="checkbox"/> Administrative Site Plan Review-1086 | <input type="checkbox"/> Rezoning-1091                |
| <input type="checkbox"/> Special Exception Use-1085           | <input type="checkbox"/> Interpretation-1082          |
| <input type="checkbox"/> Zoning Variance-1092                 | <input type="checkbox"/> Text Amendment-1081          |
| <input type="checkbox"/> Site Condominium-1084                | <input type="checkbox"/> Sign Deviation-1080          |
| <input type="checkbox"/> Accessory Building Review-1083       | <input type="checkbox"/> Other: _____                 |

**BRIEFLY DESCRIBE YOUR REQUEST** (Use Attachments if Necessary): \_\_\_\_\_

Want to open a recreational indoor golf club

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARCEL NUMBER:** 3905- 26-440-018

**ADDRESS OF PROPERTY:** 6120 Stadium Dr STE B, Kalamazoo, MI 49009

**PRESENT USE OF THE PROPERTY:** Empty

**PRESENT ZONING** C **SIZE OF PROPERTY** 1500 Sq Ft

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

Name(s)	Address(es)
_____	_____
_____	_____

**SIGNATURES**

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

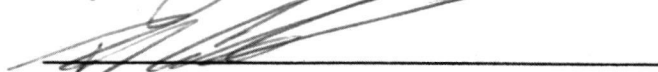
6120 STDR, LLC

By:  Manager

**Owner's Signature** (\* If different from Applicant)

9/1/22

**Date**



**Applicant's Signature**

8-20-22

**Date**

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

\*\*\*\*

**PLEASE ATTACH ALL REQUIRED DOCUMENTS**

Dear Oshtemo

We are speakeasy golf; we would like to open an indoor golf facility at 6120 Stadium Dr suite B. Our proposed indoor recreational golf facility will utilize golf simulators to help members in training all year long.

The space we want to use is 1500 sq ft and is not currently occupied. The building is owned by The Gardner Group, email [Info@gardnermi.com](mailto:Info@gardnermi.com). The space will require minimal changes to fit our needs. Our long-term plan would be to add a small bar to the space to serve beer and wine to members while they are using our facilities. Other additions will include a small area used for putting practice as well as having our merchandise available for purchase.

We are looking forward to getting started on this project and developing Oshtemo's newest recreational facility.

Sincerely,

Speakeasy Golf



6120 Stadium Dr  
6120 Stadium Dr, Kala...  
42.26°N, 85.67°W

6120 Stadium Dr

Stadium Drive

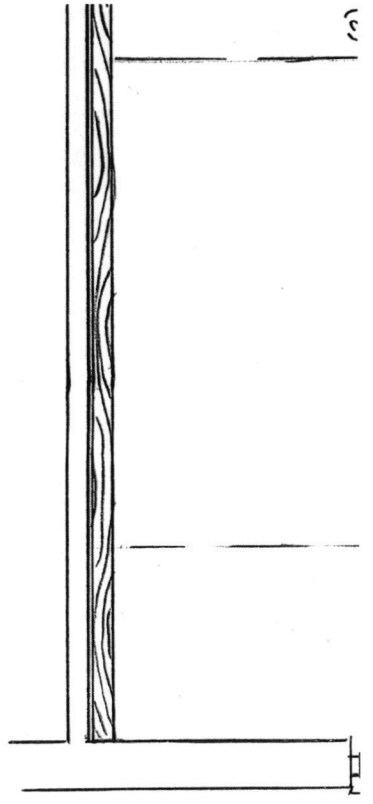
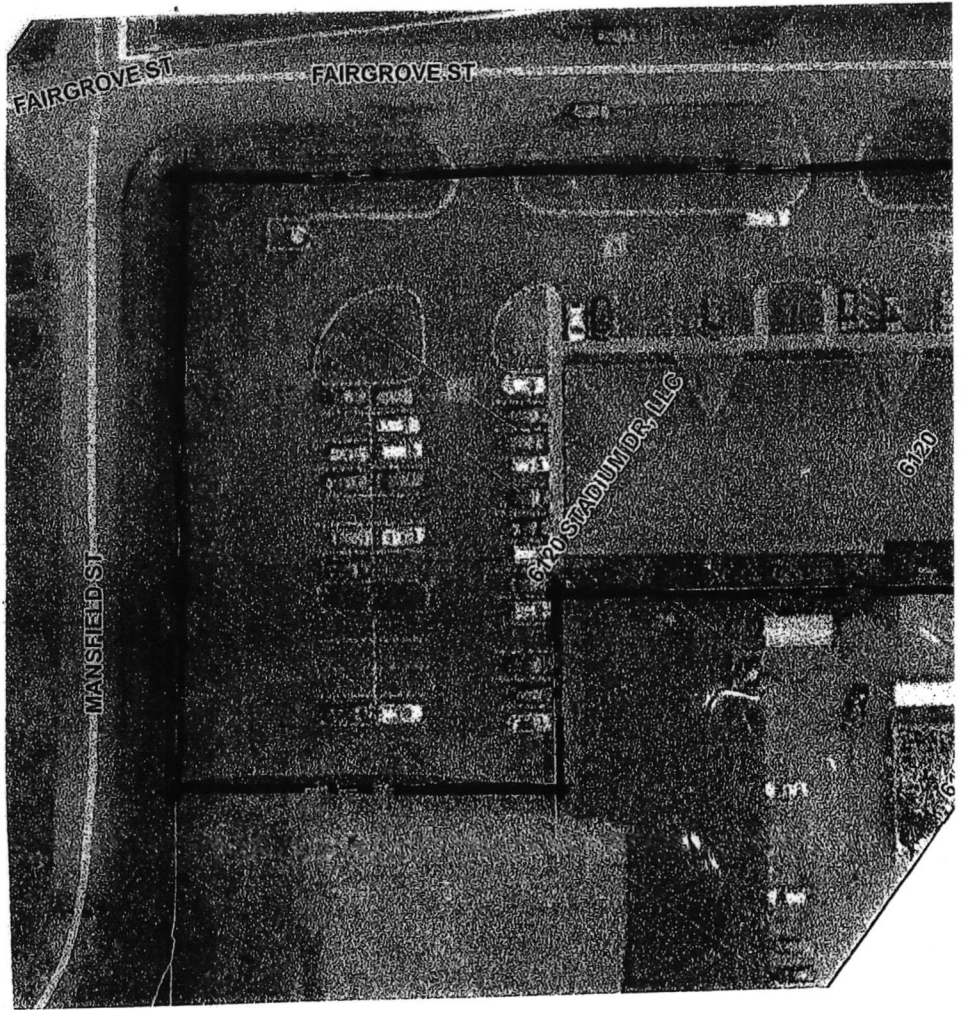
Google Earth

10 m

Imagery and data attributions  
Camera: 428 m 42°15'49"N 85°40'13"W 294 m

## GENERAL NOTES

1. VERIFY ALL NEW EQUIPMENT WITH EXISTING POWER CIRCUITS. ADD NEW CIRCUITS IF NECESSARY.
2. EXISTING CEILING TO REMAIN.
3. PATCH EXISTING FLOOR W/ CARPET OR REPLACE PER OWNER'S DIRECTIVE.
4. VERIFY PROPER OPERATION OF EXISTING EXIT LIGHTS, EMERGENCY LIGHTS, AND BATTERY PACKS.





**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ regular \_\_\_\_\_ meeting of the \_\_\_\_\_ Oshtemo Charter Township \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on December 13, 2022 at 6:00pm  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from John R. Crookston II (on behalf of Speakeasy Golf)  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C Liquor License  
(list specific licenses requested)

to be located at: 6120 Stadium Drive, Suite B, Kalamazoo, Michigan 49009

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

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

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

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_ Township  
council/board at a \_\_\_\_\_ regular \_\_\_\_\_ meeting held on December 13, 2022  
(regular or special) (date) (township, city, village)

Dusty Farmer

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



**LIQUOR LICENSE APPLICATION**

Date: 11-07-2022

**Applicant Information:**

Name (First, MI, Last): John R Crookston II

Address: 905 coolidge ave

Phone: (269) 760-1249 Email: rob@speakeasygolf.com

As authorized agent of (company): Speakeasy Golf

Applicant's Date of Birth: 03-06-1982 Place of Birth: Kalamazoo

Citizenship (time/place of naturalization, if applicable): \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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: 3 months

**Business and Premises Information:**

Business Name: Speakeasy Golf

Address: 6120 stadium Dr suite B 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

What is the character of the business, or the object(s) for the corporation/co-partnership was formed: We want to open a recreational indoor golf club.

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: Primary source of income will be from members fees.

No




**License Type:**

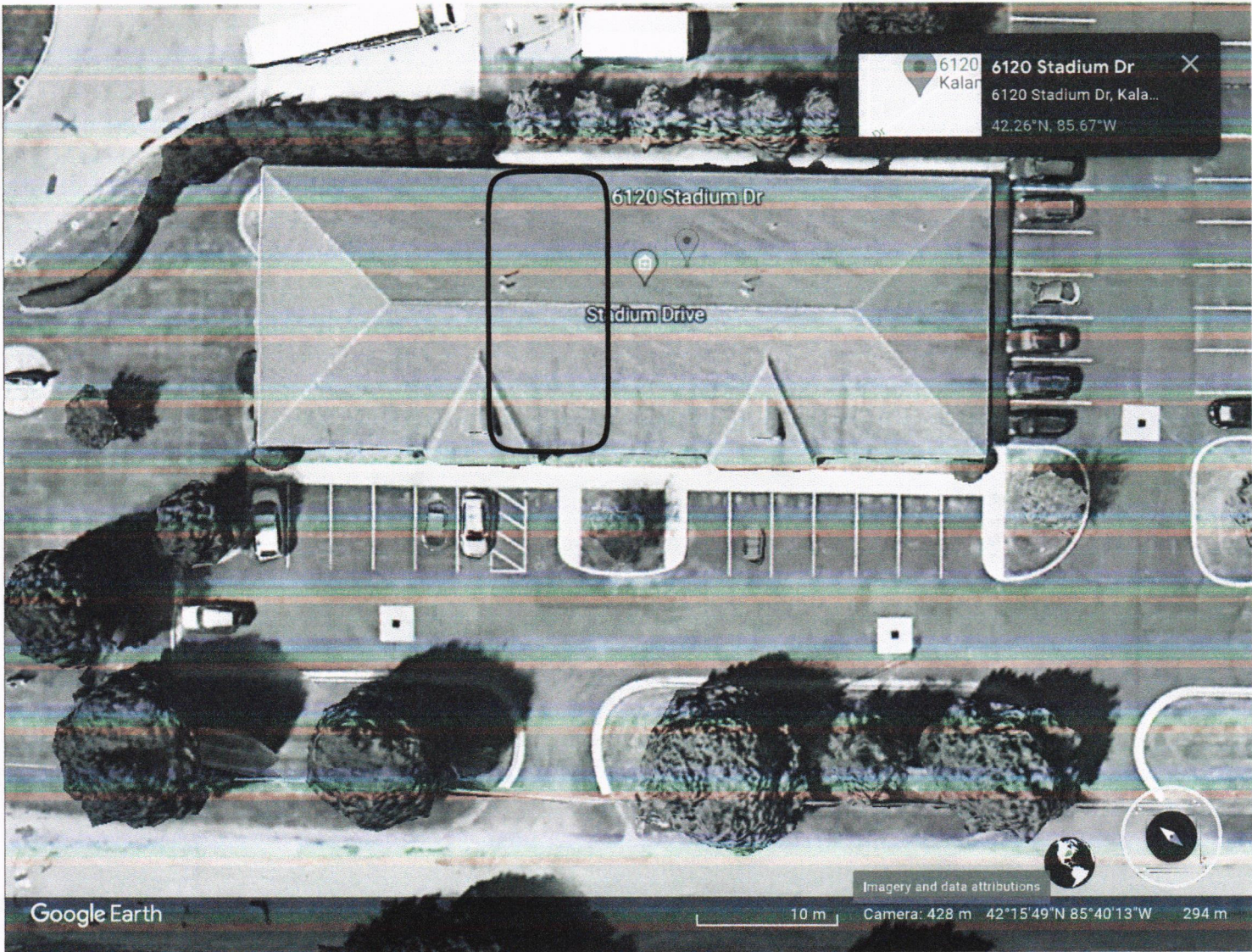
This application is to  Transfer an Existing License  Obtain a New License  
 Obtain a "Limited License" pursuant to Public Act 270 of 2014  
for the  Manufacture (MCL 436.1603(15)(b))  Retail Sale  
of beer, wine, and/or liquor under a Class C license.

**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](mailto:Clerk@oshtemo.org)) in writing of the change within thirty (30) days.

I John R Crokoston II have submitted all requested materials, and the required application fee- payable to Oshtemo Charter Township.

Signature:   
Title: \_\_\_\_\_  
Date: 11/07/2022



6120 Stadium Dr  
6120 Stadium Dr, Kalamazoo, MI 49001  
42.26°N, 85.67°W

6120 Stadium Dr

Stadium Drive

Google Earth

Imagery and data attributions

10 m

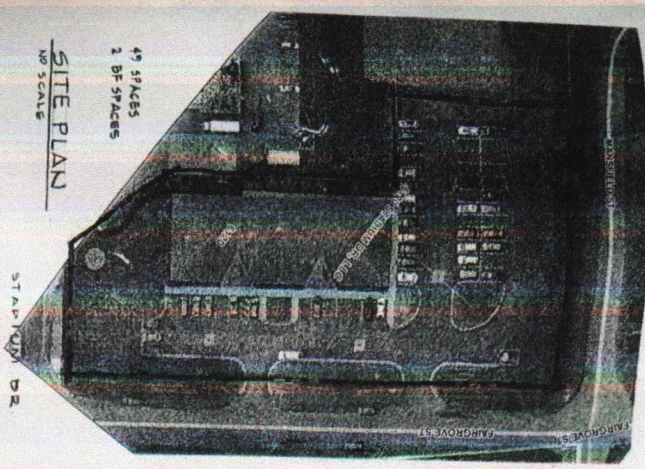
Camera: 428 m 42°15'49"N 85°40'13"W 294 m

**GENERAL NOTES**

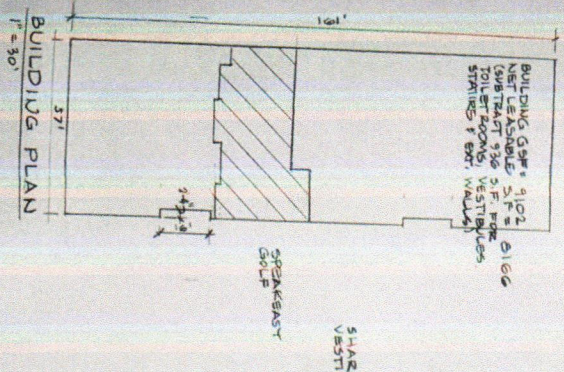
1. VERIFY ALL NEW EQUIPMENT WITH EXISTING POWER CIRCUITS.
2. ADD NEW CIRCUITS IF NECESSARY.
3. PATCH EXISTING CEILING TO REMAIN.
4. PATCH EXISTING FLOOR W/ CARPET OR REPLACE PER OWNER'S PREFERENCE.
5. VERIFY PROPER OPERATION OF EXISTING EXIT LIGHTS.
6. VERIFY PROPER OPERATION OF EXISTING LIGHTS.
7. VERIFY PROPER OPERATION OF EXISTING VESTIBULES.
8. VERIFY PROPER OPERATION OF EXISTING STAIRS & ELEVATORS.

**PROJECT INFO**

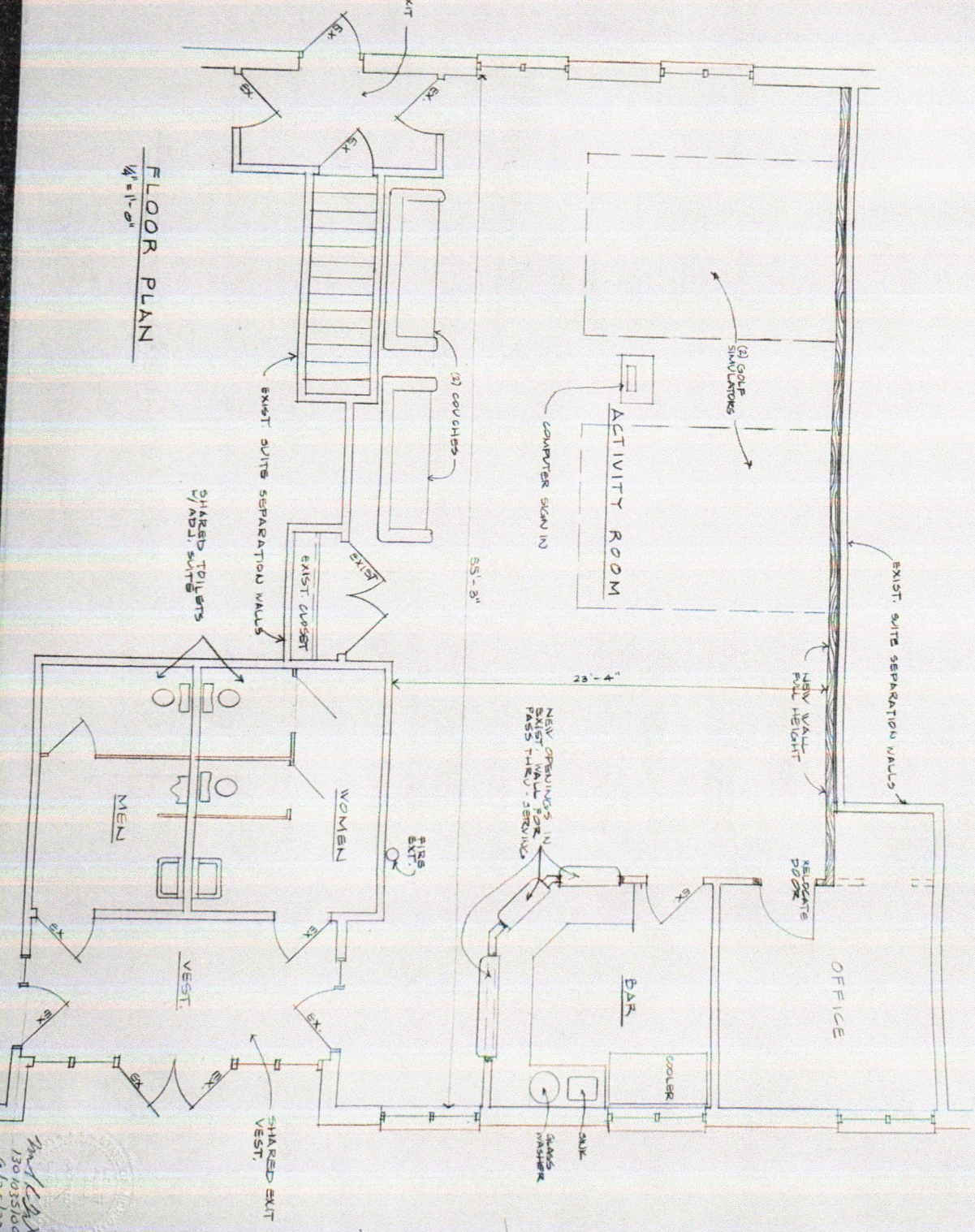
OWNERS: TREVOR M. LEBOD, JOHN CARROLL STON  
 ADDRESS: 6120 STADIUM DR., SUITE B, KALAMAZOO, MI 49009  
 AREA: 1409 SF  
 USE GROUP: B (PER 1003.1.1)  
 OCCUPANT LOAD: 17 (PER 1004.1.2)  
 CODE EDITION: IBC 2015  
 4 USERS PER SIMULATOR = 8  
 4 WAITING = 8  
 1 SIMULATOR = 17



**SITE PLAN**



**BUILDING PLAN**



**FLOOR PLAN**

1301035100

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

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

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

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

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

OSHTEMO CHARTER TOWNSHIP PLANNING COMMISSION

Date: \_\_\_\_\_, 202\_

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

Iris Lubbert  
Township Planning Director

Final Action by Oshtemo Charter Township Board

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

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

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

## **ARTICLE 69 – ZONING BOARD OF APPEALS**

### **69.10 STATEMENT OF PURPOSE**

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

### **69.20 APPOINTMENT; MEMBERS; CONDUCT OF BUSINESS**

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

**B. Members.** The Zoning Board of Appeals shall consist of five (5) regular members and may include the appointment of two (2) alternate members to serve as voting members in the absence of a regular member, or when a conflict of interest prevents a regular member from voting. One (1) member of the Zoning Board of Appeals shall be a member of the Township’s Planning Commission; the remaining members shall be appointed in accordance with the requirements of the Michigan Zoning Enabling Act and may include one (1) member who is a member of the Township Board (provided that such member shall not serve as Chairperson). No employee, or contractor, of the Township may serve as a member of the Zoning Board of Appeals (except to the extent that a member of the Township Board is considered to be an “employee” of the Township).

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

### **69.30 TERM OF OFFICE**

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

### **69.40 CONFLICT OF INTEREST**

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

## **69.50 VARIANCE AND APPEALS**

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

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

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

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

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

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

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

**69.60 RIGHT TO APPEAL ZONING BOARD OF APPEALS DECISION.**

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

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December 9, 2022

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

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Objective:

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

Background:

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

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

## ZONING ORDINANCE ARTICLE 69

### 69 – BOARD OF APPEALS

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#### Contents:

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

#### **69.10 APPOINTMENT; MEMBERS**

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

#### **69.20 TERM OF OFFICE**

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

#### **69.30 CONFLICT OF INTEREST**

---

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

#### **69.40 VARIANCE**

---

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

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



**2.20 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Agriculturally related uses** - Those activities that predominantly use agricultural products, buildings or equipment, such

as pony rides, corn mazes, pumpkin rolling, sleigh/hay rides, and educational events, such as farming and food preserving classes, etc.

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

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

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

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

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

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

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

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

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

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

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

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

- a. A burial ground for earth interments.

- b. A mausoleum for crypt entombments.
- c. A crematory for the cremation of human remains.
- d. A columbarium for the deposit of cremated remains.

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

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

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

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

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

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

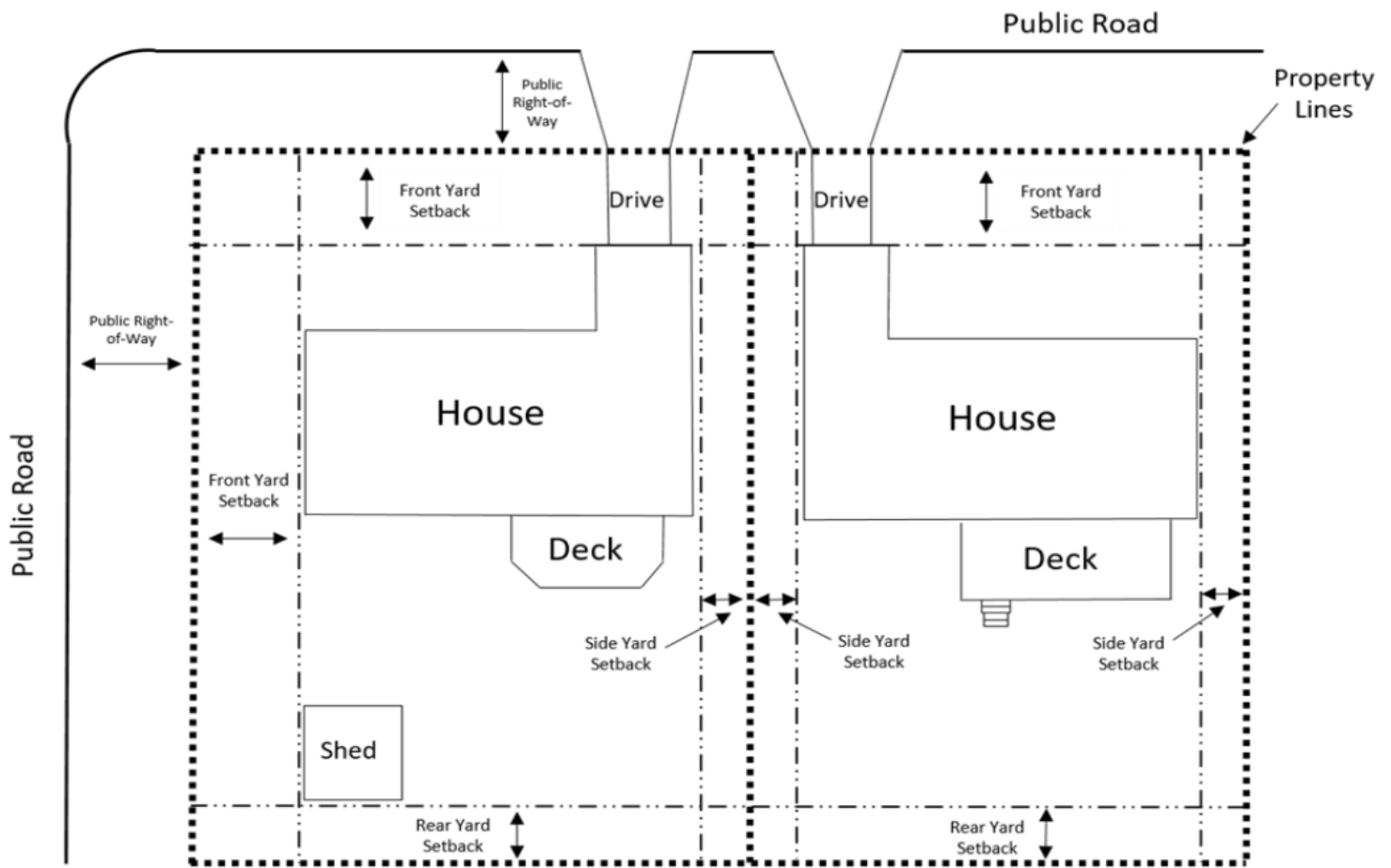
- A. **General common elements** - The common elements of a condominium project other than the limited common elements.
- B. **Limited common elements** - The portion(s) of the common elements reserved in the master deed of a condominium project for the exclusive use of less than all the owners of condominium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

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

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

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

## Setback Diagram



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

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

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

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

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

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

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

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

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

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

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

and "assisted living facility.")

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

**Family.**

a. "Traditional Family" shall mean:

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

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

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

This definition shall not include any of the following:

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

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

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

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

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



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

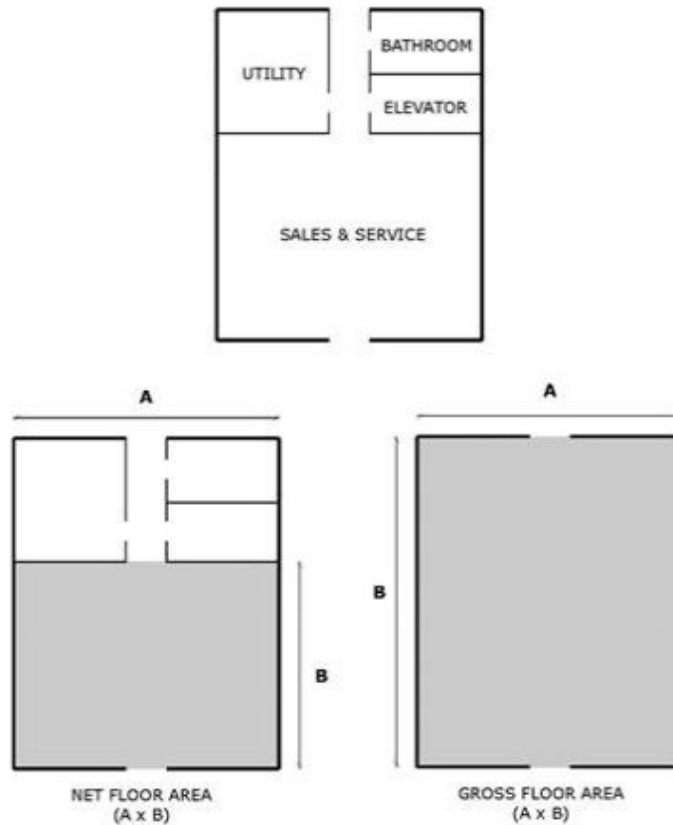
**Financial Institution** – A Building or portion of a Building primarily devoted to the provision of financial and/or banking services to customers or clients (e.g., banks, credit unions, savings banks, savings and loan associations, lending establishments, and investment companies).

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

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

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

### FLOOR AREA



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

**Foster Family Home** - The Private Home of an individual licensed by the State of Michigan (pursuant to 1973 Public Act 116) to provide twenty-four (24) hour care for one (1), but not more than four (4), minor children who are placed away

from their parent, legal guardian, or legal custodian in foster care.

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

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

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

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

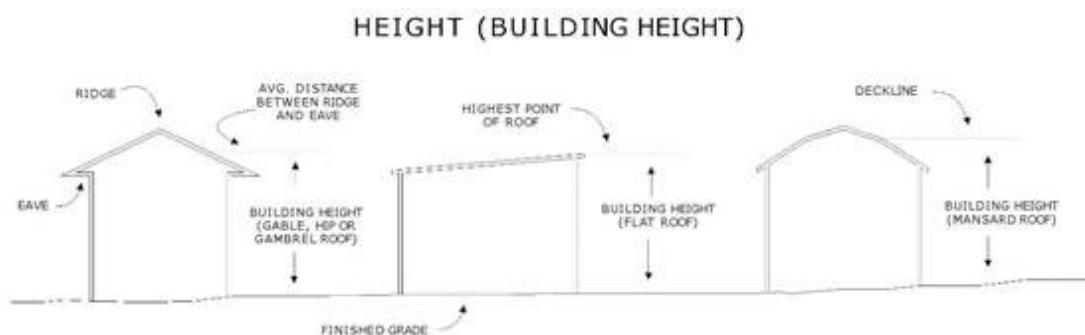
**Grade, Street or Street Grade** - The elevation of the nearest edge of the pavement or traveled way.

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

**Hazardous substance.**

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

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



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

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

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

this Ordinance, "Hotel" and "Motel" are considered synonymous.

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

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

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

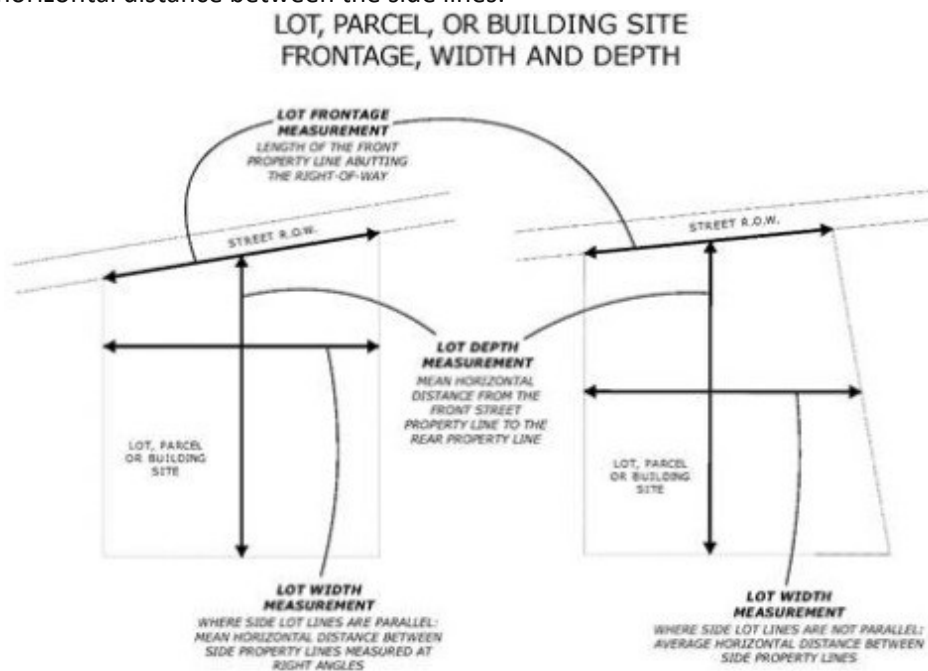
**Lot** - A single unit or division of land contained in a platted subdivision, whether it be numbered, lettered, or otherwise designated, which has frontage on a public or private street or road.

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

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

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

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



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

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

**Medical use of marijuana** – The following definitions shall apply:

- a. Dispensary means any operation where marijuana is distributed to a qualifying patient by someone other than his or her designated primary caregiver.

- b. Marihuana, also known as Marijuana, also known as Cannabis. That term shall have the meaning given to it in Section 7601 of the Michigan Public Health Code, 1978 PAS 368, MCL 333.7106, as is referred to in Section 3(d) of The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d). Any other term pertaining to marihuana used in this section and not otherwise defined shall have the meaning given to it in the Michigan Medical Marihuana Act and/or in the General Rules of the Michigan Department of Community Health issued in connection with that Act.
- c. Medical use of marihuana. The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, as defined under The Michigan Medical Marihuana Act, P.A. 2008, Initiated Law, MCL 333.26423(d).
- d. Michigan Medical Marihuana Act or Act means the Michigan Initiated Law 1 of 2008, MCL 333.26421 et seq.
- e. Primary caregiver means a person as defined under MCL 333.26423(g) of the Act, who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs and who has been issued and possesses a Registry Identification Card under the Act.
- f. Qualifying patient means a person as defined under MCL 333.26423(h) of the Act, who has been diagnosed by a licensed physician as having a debilitating medical condition and who has been issued and possesses a Registry Identification Card under the Act.
- g. Registry Identification Card means the document defined as such under MCL 333.26423(i) of the Act and which is issued by the Michigan Department of Community Health to identify a person as a registered qualifying patient or registered primary caregiver.
- h. Smoke house means a facility that allows multiple qualifying patients to consume or ingest medical marihuana upon the premises. This term does not encompass (1) a primary caregiver facility at which medical marihuana is consumed or ingested on the premises solely by the designated qualifying patient(s) of the primary caregiver(s) operating within the facility or (2) the consumption or ingestion of medical marihuana by a qualifying patient at his/her residence or at a hospital or hospice at which the qualifying patient is receiving care.

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

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

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

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

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

**Motel** – See “Hotel”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

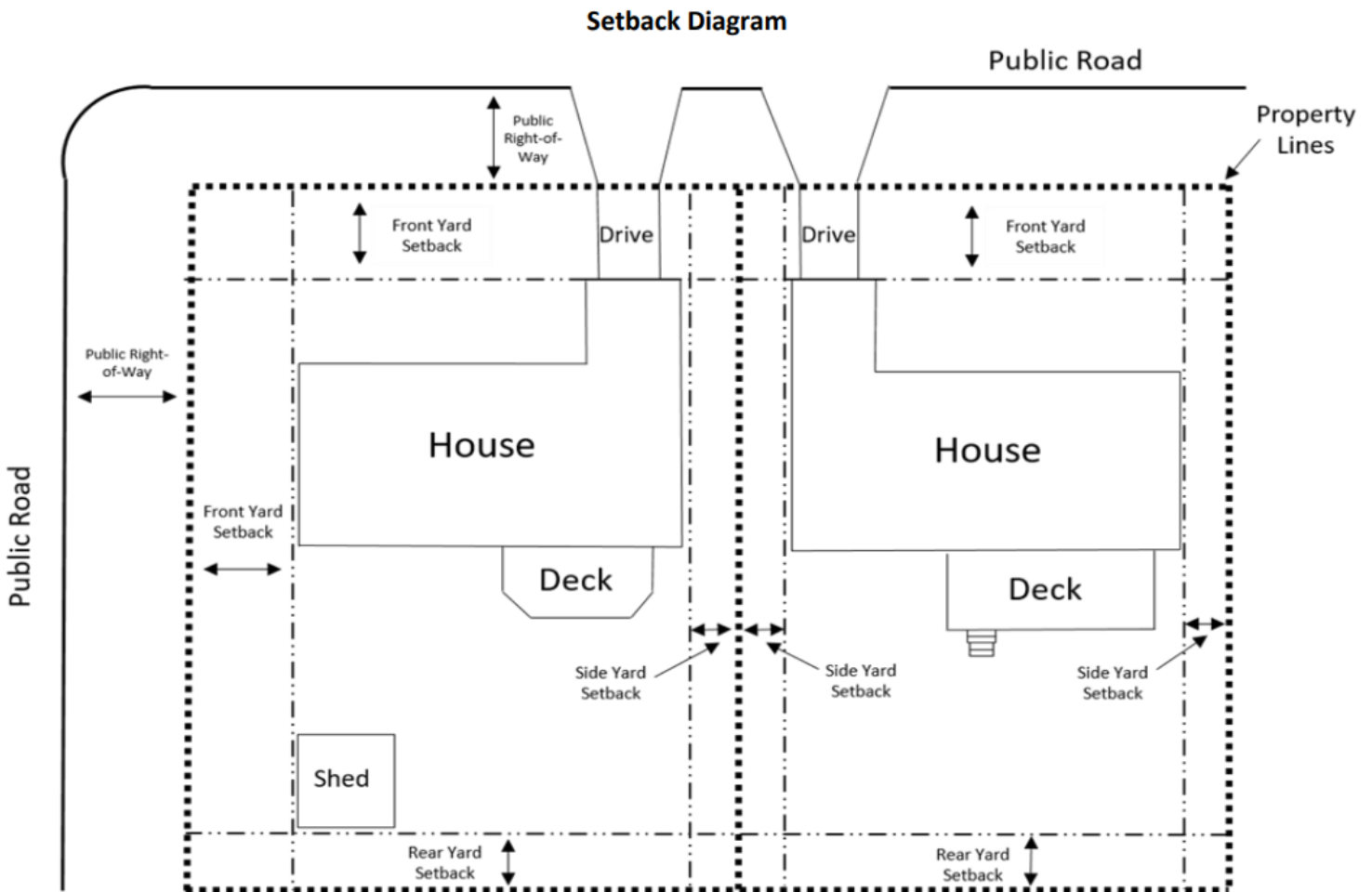
**Riding stable** - A building used or to be used by the owner or operator thereof for the housing of horses for hire and/or for payment of boarding expenses.

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

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

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

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



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

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

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

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

**Soil erosion control measures.**

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

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

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

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

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

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

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

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

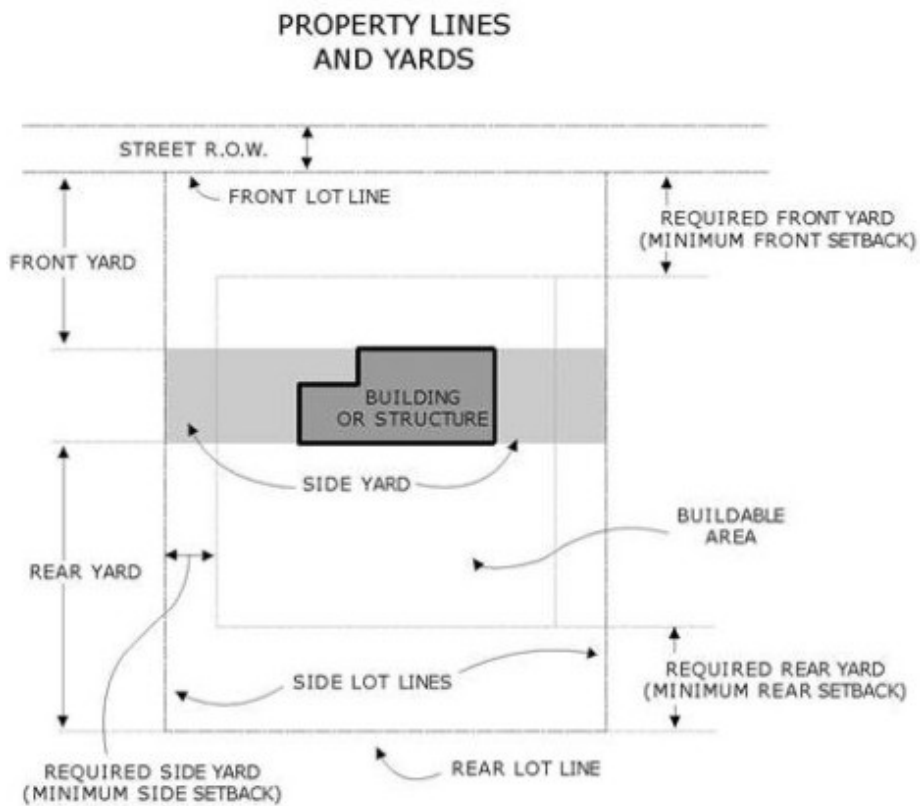
**Wine tasting room** - An off-site facility operated by a licensed winery other than the winery premises for the purpose of offering free samples of the wine it manufactures to customers as well as selling wine and goods to customers for consumption off premises only. Such a facility shall be properly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

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

**Wooded area** - An area of land dominated by trees.

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

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







December 9, 2022

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

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Objective:

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

Background:

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

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

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

Attachments: Proposed amendments to Section 2.20



## 2.20 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

preserving classes, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

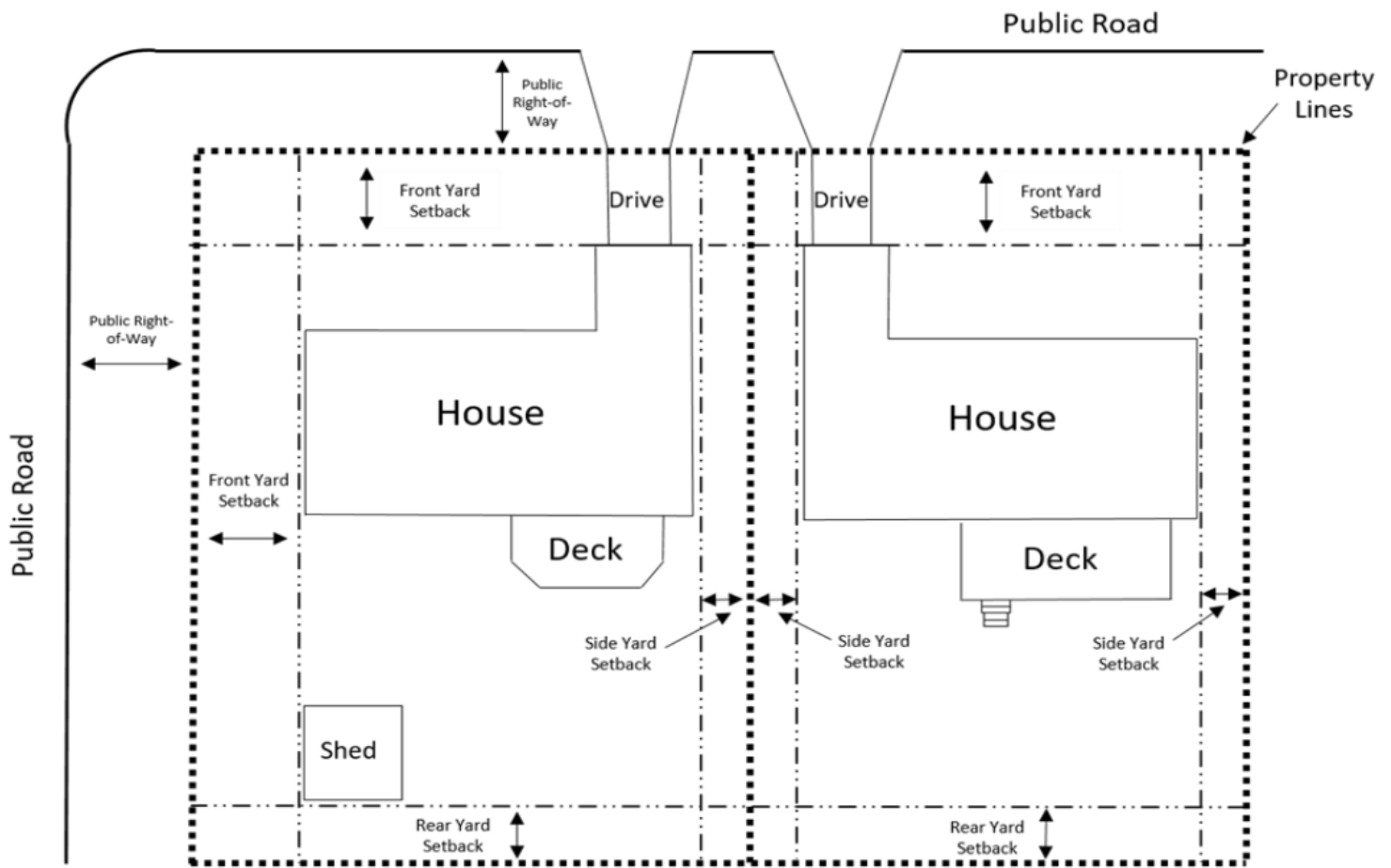
**Condominium project** - A development plan or project consisting of not less than two condominium units established in conformance with, and pursuant to, the Condominium Act, Act No. 59 of the Public Acts of 1978, as amended.

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

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

\_\_\_\_\_

## Setback Diagram



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

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

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

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

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

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

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

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

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

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

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

and "assisted living facility.")

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

**Family.**

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

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

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

This definition shall not include any of the following:

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

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

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

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

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

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

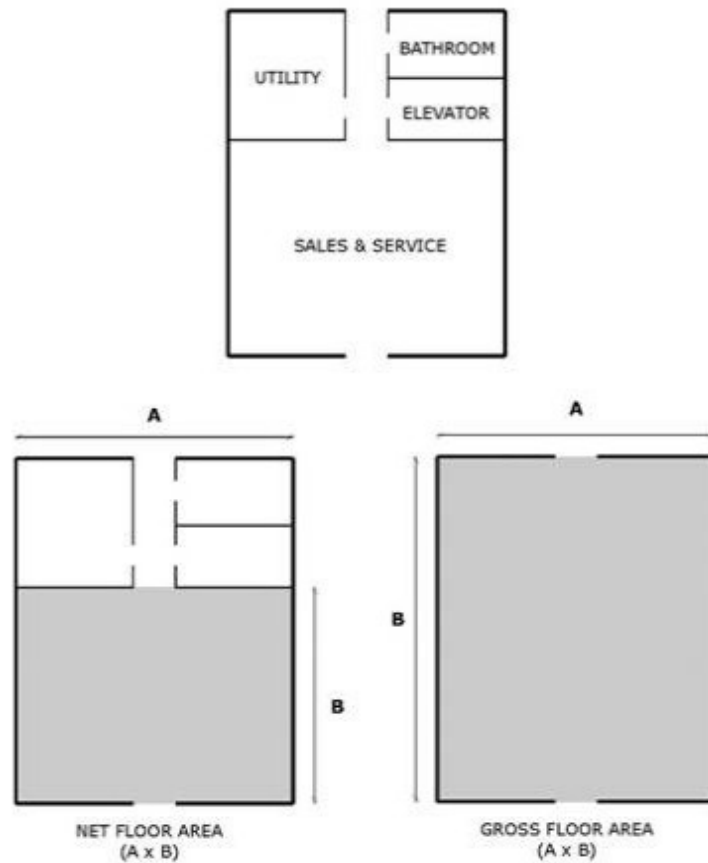
**Financial ~~i~~nstitution** -- A Building or portion of a Building~~n~~area primarily devoted to the provision of financial and/or banking services to customers or clients. Typical uses include (e.g., banks, credit unions, savings banks, savings and loan associations, lending establishments, and investment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

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

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

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

## FLOOR AREA



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

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

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

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

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

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

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

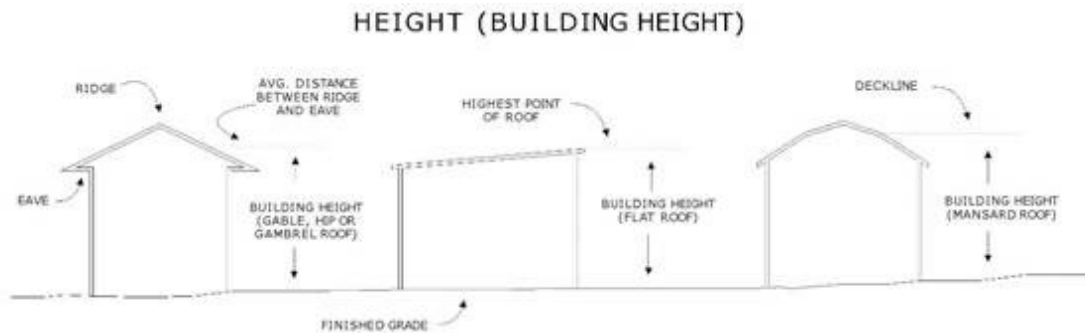


member of the household family by blood, marriage, or adoption. A Group day-care Home includes a home in which care is given to an unrelated minor child for more than four weeks during a calendar year.

### **Hazardous substance.**

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

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



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

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

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

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

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

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

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

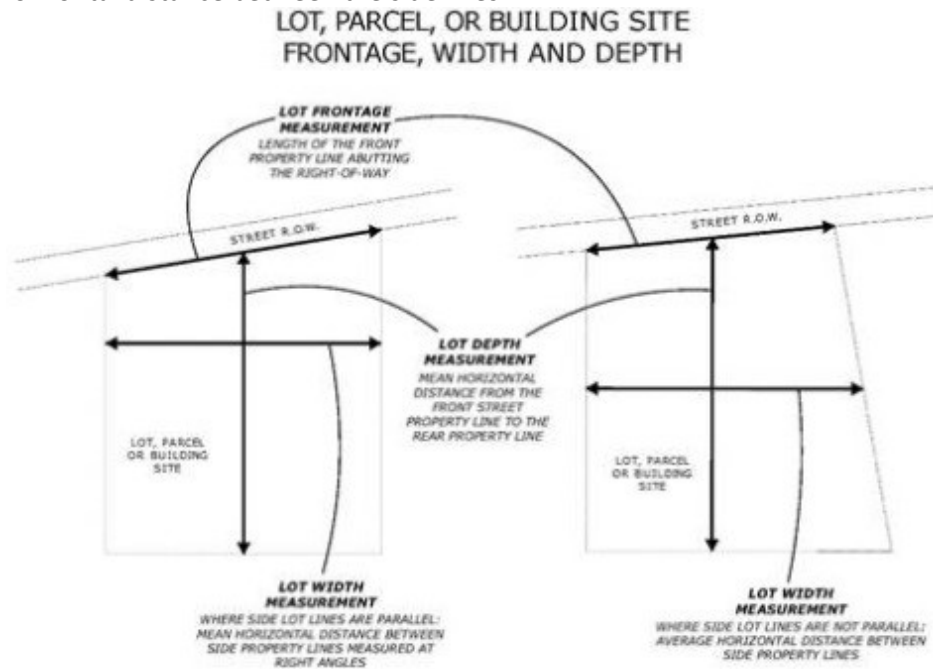
**Lot, parcel, or building site area** - The total horizontal area included within lot, parcel or building site property lines; where the front lot, parcel or building site property line is the centerline of a public street, the area shall not include that

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

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

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

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



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

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

**Medical use of marihuana** – The following definitions shall apply:

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

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

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

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

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

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

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

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

**Motel** – See “Hotel”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

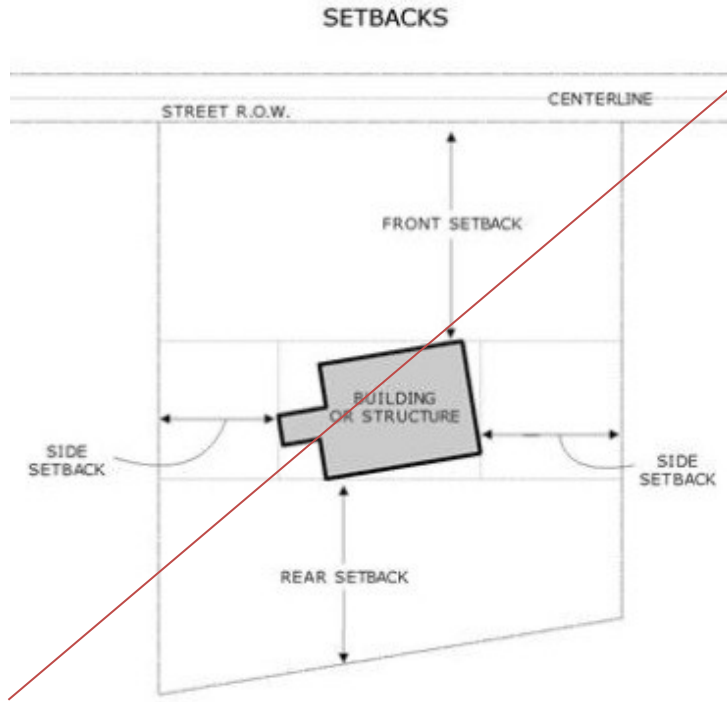
**School** - An educational institution that is properly registered or licensed with the State.

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

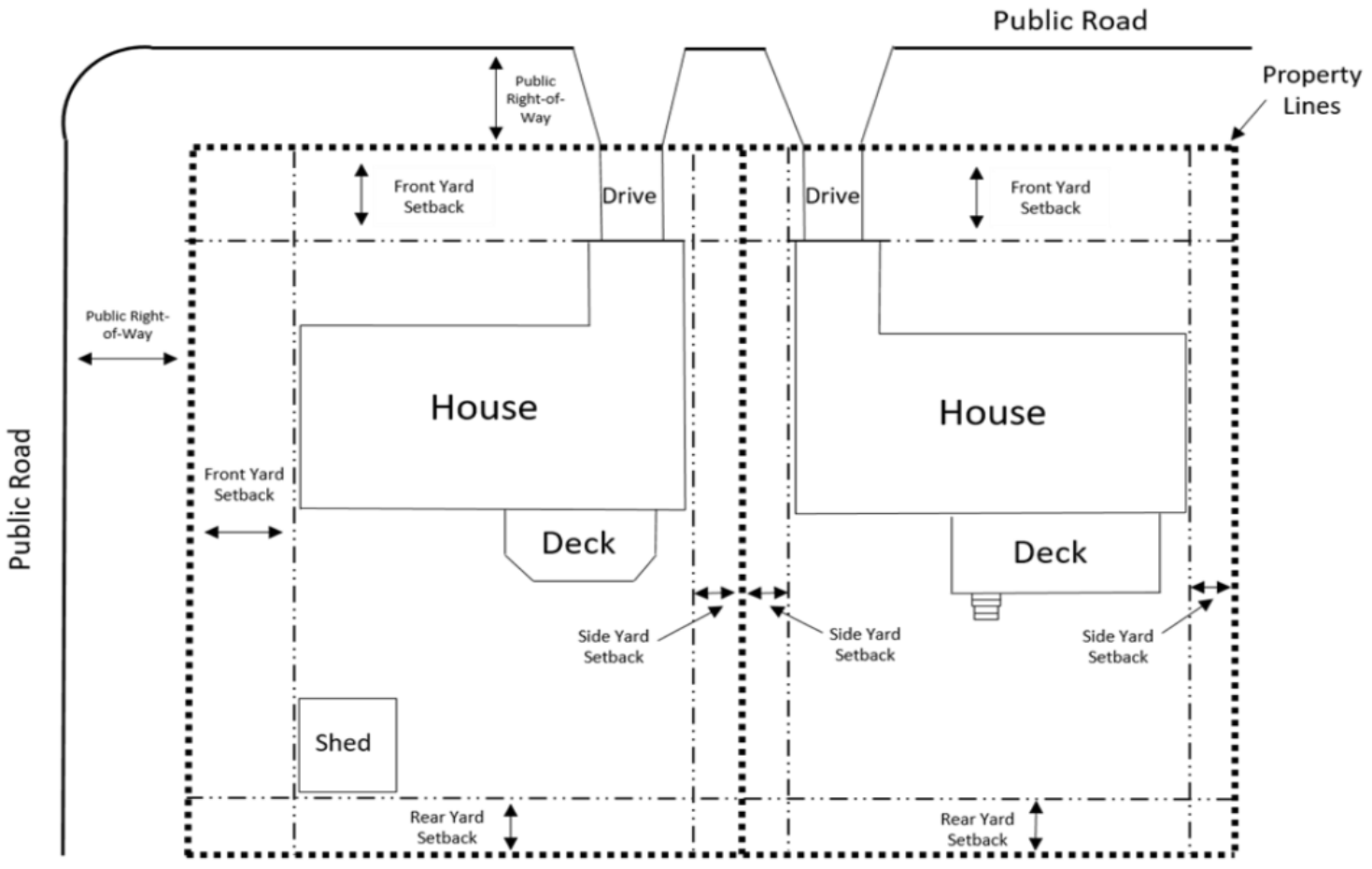
**Sediment** - Solid particulate matter, mineral or organic, that has been deposited in water, is in suspension in water, is being transported, or has been removed from its site of origin by soil erosion.

**Setback** - The required minimum horizontal distance between the leading edge of the building or structure (including,

but not limited to, terraces, decks, covered projections) to the related front, side, or rear property line, or to the right-of-way.



**Setback Diagram**



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

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

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

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

**Soil erosion control measures.**

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

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

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

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

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

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

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

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

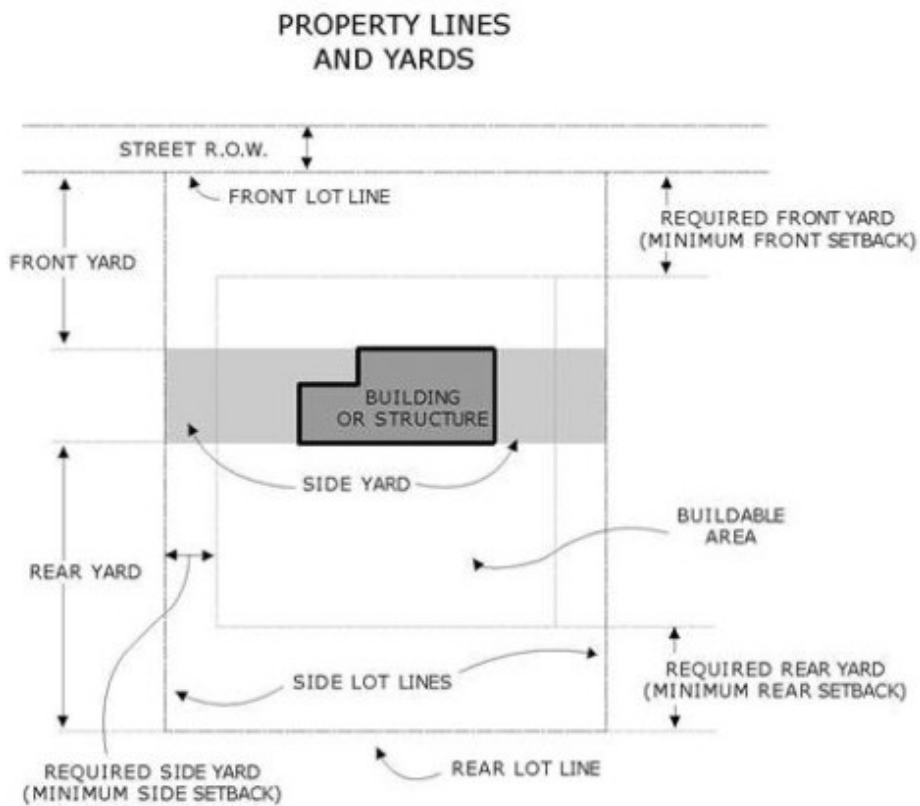
**Wine tasting room** - An off-site facility operated by a licensed winery other than the winery premises for the purpose of offering free samples of the wine it manufactures to customers as well as selling wine and goods to customers for consumption off premises only. Such a facility shall be properly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

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

**Wooded area** - An area of land dominated by trees.

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

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



**OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION**

**DRAFT MINUTES OF A MEETING HELD DECEMBER 15, 2022**

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**Agenda**

**PUBLIC HEARING: SPECIAL USE, KABAS**

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

**PUBLIC HEARING: CODE AMENDMENT – ARTICLE 69 BOARD OF APPEALS**

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

**PUBLIC HEARING: CODE AMENDMENT – SECTION 2.20 DEFINITIONS**

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

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

**MEMBERS PRESENT:**

Bruce VanderWeele, Chair  
Deb Everett  
Micki Maxwell, Vice Chair  
Chetan Vyas

**MEMBERS ABSENT:**

Kizzy Bradford  
Alistair Smith  
Anna Versalle

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

**Call to Order and Pledge of Allegiance**

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



## **Approval of Agenda**

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

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

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

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

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

Hearing none, Chairperson VanderWeele asked for a motion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hearing nothing further, the Chair closed the public hearing.

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

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

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

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

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

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

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

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

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

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

The Chair moved to the next item on the agenda.

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

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

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

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

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

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

### **PUBLIC COMMENT**

There were no public comments.

### **OTHER UPDATES AND BUSINESS**

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

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

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

### **ADJOURNMENT**

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

Minutes prepared:  
December 16, 2022

Minutes approved:  
\_\_\_\_\_, 2022

James Palmitessa  
2504 Ramblewood Drive  
Kalamazoo, MI 49009

December 10, 2022

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

Dear Members of the Planning Commission,

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

Respectfully,



# Memorandum



**Date:** 6 January 2023  
**To:** Township Board  
**From:** Libby Heiny-Cogswell, Supervisor  
**Subject:** Oshtemo Community Survey by Cobalt Community Research

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## **Objective**

Township Board discussion on whether to proceed with a 2023 Community Survey conducted by Cobalt Community Research, coordinated by Deb Everett.

## **Background**

The Township previously conducted a professionally executed Oshtemo community-wide surveys in the years 2013 and 2017. These provided beneficial, representative, overall services data, and helpful feedback to consider in Township deliberations. The survey is random and the results statistically significant. Such a survey could notably increase residents' understanding of our resources as well as help to inform and support community vision of Township goals. The Township Board and Staff learn from survey results and are thus better able to align with the community. Three members of the current Board are familiar with the previous process and results. It is important to have discussion with the current Board to decide whether the Board wishes to pursue.

Cobalt Community Research and one elected employee previously worked with Department Heads and the Board to arrive at the survey questions and focus. The Supervisor/Board has at times expressed a goal to conduct the survey every 3 or 4 years, repeating some questions over time to see changes. Election years are avoided to not skew results. Years 2023 & 2025 are the opportune years. The Planning and Parks Departments have expressed clear support for both conducting a community-wide survey and to use the previous consultant, since this is important to their upcoming Master Plan land use and Parks' planning efforts.

I have not done detailed work on this project or agreement, but rather 'dug up' past Cobalt contact information as a starting point. Deb Everett coordinated previous survey work. Given her experience, I recently reached out to inquire if she would consider assisting again and learned she is willing. Further work to refine agreement with Cobalt and with Deb would occur if there were Board consensus to continue. If work continues, there will be opportunity for the Board and Departments to provide input on questions and big-picture focus.

It is typical for planners to use multiple methods to gain community input, including in-person focus group discussions, random surveys, targeted surveys, stakeholder discussions, Board discussions, and other creative means. This allows for all voices to be heard. From a community wide survey, planning, parks, transportation, etc, would receive feedback covering a broad scope of areas. The results would provide input that can be referenced in the upcoming Master Plan updates and in other projects. Repeat and new questions are likely. **The goal would be to obtain a good representation of residents' values and opinions.**

The Township is familiar with Cobalt Community Research organization from the previous surveys. From information provided, they are "a national 501c3 nonprofit, non-partisan coalition that helps local 7275 W. Main Street, Kalamazoo, MI 49009, (269) 216-5220, Fax (269) 375-7180, [www.oshtemo.org](http://www.oshtemo.org)

governments, schools and membership organizations affordably engage communities through high-quality data, benchmarking, geofencing, and community engagement. Cobalt combines big data with local insights to help communities thrive as changes emerge in the economic, demographic, and social landscape.”

The Cobalt scope and pricing ‘shopping cart’ is provided. Deb Everett also provided an estimate of 40 hours maximum for her time, at a rate of \$30 per hour. This equates to an estimate for the coordination work of \$1200. **The Board can discuss whether and how to accomplish a 2023 community survey. Supervisor has provided one option, to work with Cobalt Community Research and with former elected official/employee Deb Everett. The Board may wish to discuss other options.**

**Information Provided:**

- 2017 Oshtemo Community Survey Summary (Example)
- 2017 Cobalt Agreement (Example)
- 2023 Cobalt Scope & Price Agreement (For consideration)
- 2013 Oshtemo Community Survey Report (Example)



# Preserving Voice: Looking Into Detail

## Sample:

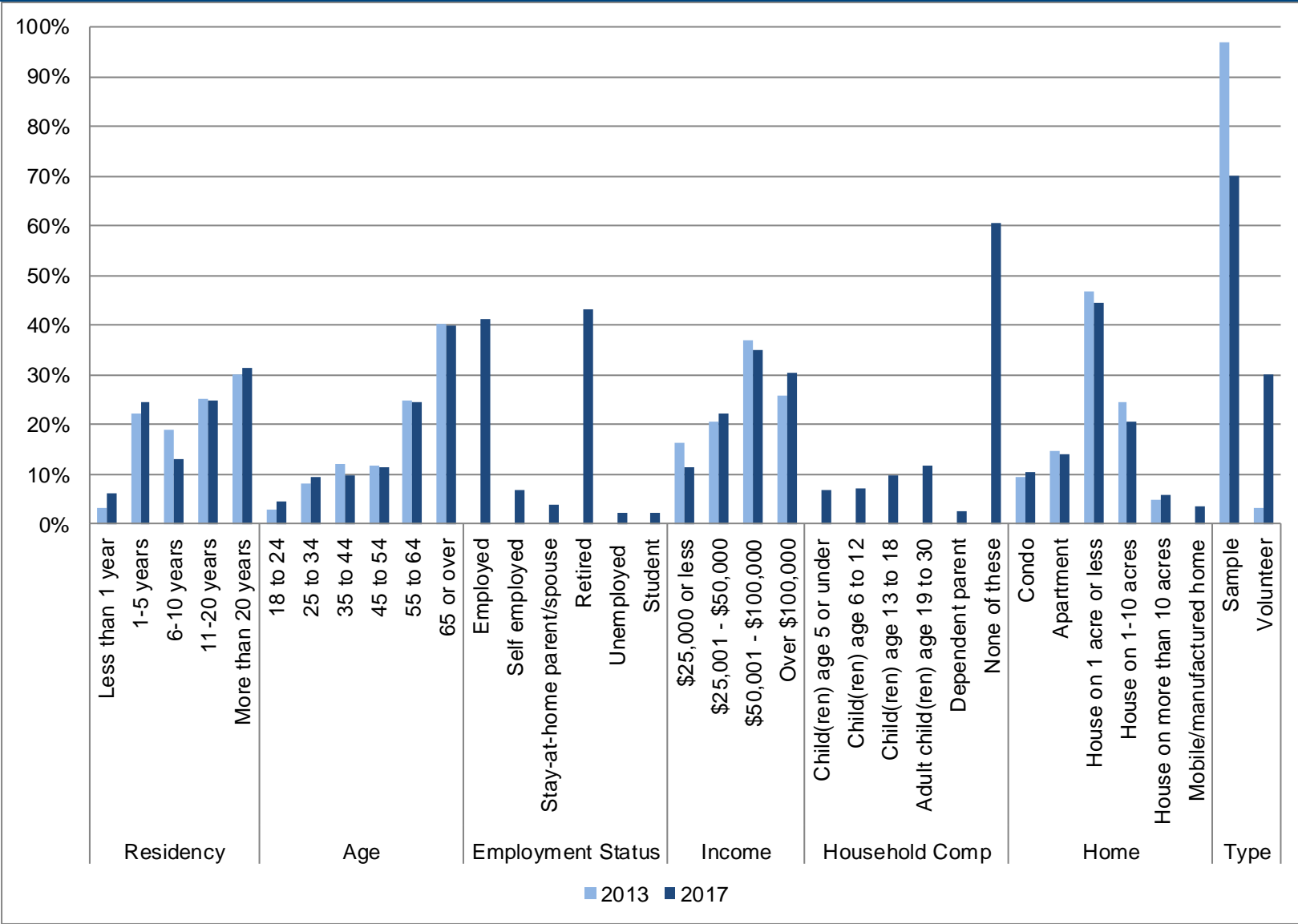
2017 Oshtemo Twp  
Citizen Survey  
Core Scores (Scale = 1-10)

		Fire & EMS			Police Services			Transportation Infrastructure			Property Taxes		Township Government						
		Fire coverage for the community	Response time to fires	Response time to medical emergencies	Respectful treatment of citizens	Fair and equitable enforcement	Response time to police calls for service	Public transportation options	Street maintenance/repair	Accommodation for bicycle and foot traffic	Fairness of Township property appraisals	Amount/quality of services received for taxes paid	Trustworthy leaders	Efficient and organized operation	Well trained employees	Communicates effectively with the community	Spends dollars wisely	Encourages citizen ideas and involvement	Maintains a website that meets your needs
2013 Overall Satisfaction - Sample		8.6	8.9	8.7	8.5	8.1	7.7	6.1	6.0	5.7	6.3	6.0	7.1	7.2	7.4	7.2	6.3	6.9	7.0
2017 Overall Satisfaction - Sample		8.9	9.0	8.9	8.8	8.7	8.2	5.9	5.3	5.7	6.1	6.0	7.0	7.2	7.5	6.9	6.4	6.8	7.5
Residency	Less than 1 year	8.0	8.3	8.0	9.0	8.5	8.0	6.4	6.0	6.3	6.6	6.5	5.8	7.3	8.8	6.1	6.0	5.9	6.0
	1-5 years	8.9	8.9	8.8	8.6	8.3	8.0	6.4	5.1	5.2	6.2	5.8	7.4	7.2	7.4	6.8	7.1	6.8	7.3
	6-10 years	9.4	9.2	9.2	8.7	9.1	8.2	5.2	5.6	5.8	6.9	7.0	7.3	7.6	8.0	7.3	7.2	7.1	8.0
	11-20 years	9.0	9.0	9.1	8.7	8.7	7.9	5.9	5.3	5.8	6.1	6.3	7.7	7.5	7.4	7.5	6.7	7.5	8.1
	More than 20 years	8.8	9.1	8.7	8.8	8.9	8.6	6.0	5.1	5.8	5.9	5.7	6.4	6.8	7.4	6.5	5.8	6.3	7.2
Age	18 to 24	9.3	9.2	8.8	8.3	8.0	8.6	5.6	3.9	4.3	6.2	5.5	8.0	8.6	8.0	6.3	7.2	7.0	6.2
	25 to 34	8.8	8.7	8.8	8.4	8.3	7.9	5.1	4.7	4.3	5.3	5.3	6.9	6.9	6.9	6.2	6.0	6.4	7.3
	35 to 44	8.8	8.5	8.1	9.2	9.0	7.9	5.8	5.7	5.8	7.0	6.6	6.3	6.3	6.5	6.0	6.8	6.0	7.4
	45 to 54	9.2	9.3	8.9	8.6	8.6	7.6	6.0	4.9	5.6	5.3	5.7	7.0	6.8	7.2	7.0	6.2	6.2	7.3
	55 to 64	8.4	8.6	8.5	8.9	8.6	8.1	6.4	5.0	6.2	5.7	5.6	6.6	6.8	7.0	6.7	6.0	6.7	7.6
	65 or over	9.1	9.2	9.1	8.7	8.9	8.5	6.2	5.6	5.8	6.7	6.4	7.4	7.5	8.1	7.4	6.9	7.3	7.8

Consistent regardless of demographic

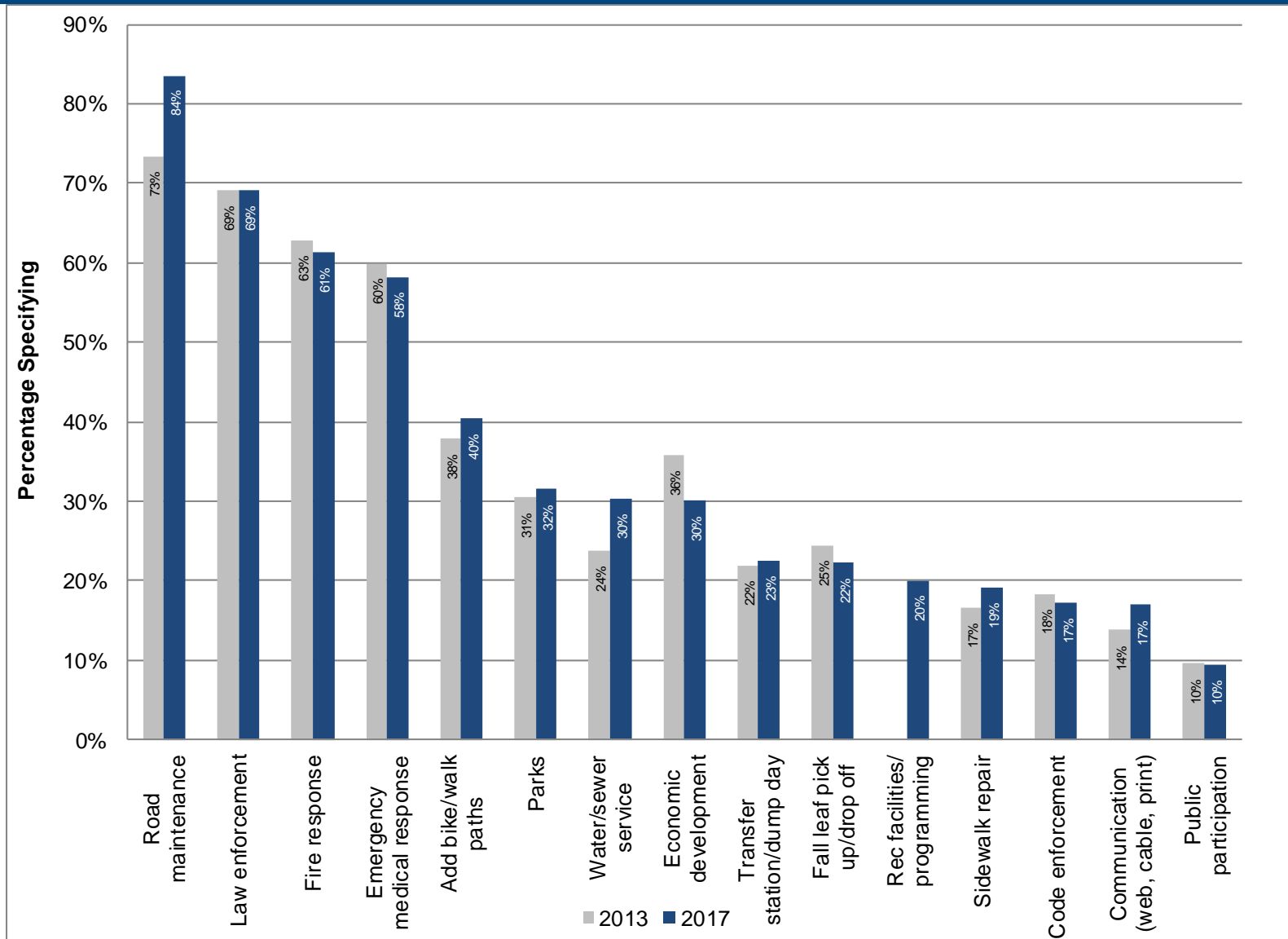
Differences based on demographic

# Respondent Profile



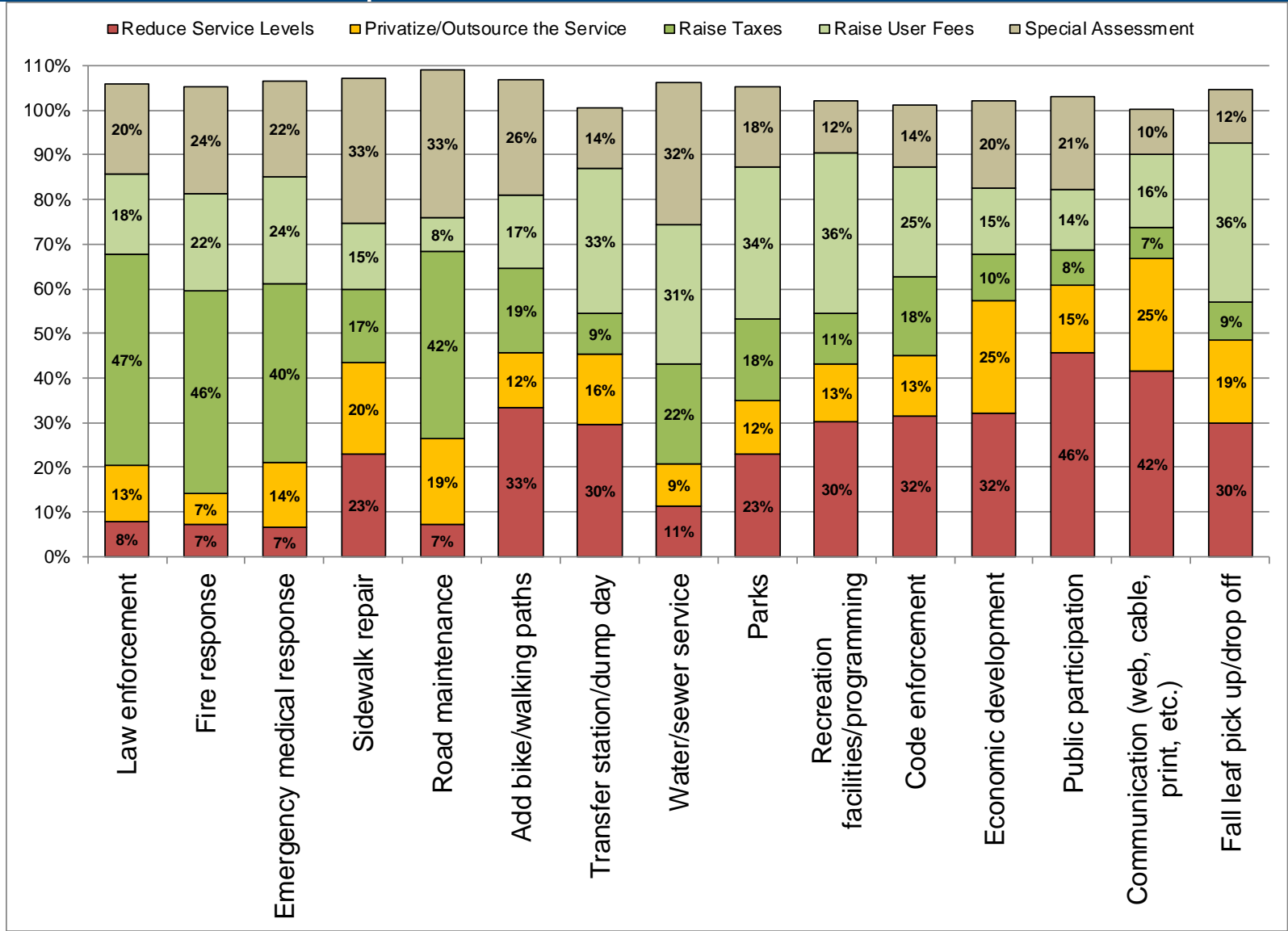
# Budget Prioritization

Percent selecting, could select top (7) for prioritization





# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels: Preferred Options for All Services





## Southwest Michigan Communities Joint Agreement for Research

February 2, 2017

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and each of the communities undersigned below (the Partner). Cobalt Community Research ([www.cobaltcommunityresearch.org](http://www.cobaltcommunityresearch.org)) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt is located at 1134 Municipal Way, Lansing, Michigan 48917; (877) 888-0209; F: (517) 703-9707; [wsaintamour@cobaltcommunityresearch.org](mailto:wsaintamour@cobaltcommunityresearch.org)

### DELIVERABLES (SECTION I)

Count	Core Package	Subtotal
1	Includes executive summary in MS PowerPoint, Up to 4 pages (2 sheets) of custom questions, priority analysis, detailed cross-tabs with thermal mapping, phone-based follow-up on results	\$ 4,997
<b>Additional Modules and Options [To be adopted separately by Partner(s)]</b>		
	Additional Pages: <b>\$1,000 per page</b>	\$ -
	Non-English Versions: <b>\$700 per translation</b>	\$ -
	On-site, In-Person Presentation/Review of Results: <b>\$500 per presentation</b>	\$ -
<b>Distribution</b>		
1	Web link for completion online (included) <b>\$ Waived</b>	\$ -
	Eblast distribution via email list provided by partner (3 waves): <b>\$100 per 1,000 recipients</b>	\$ -
	<b>1st Class Mail Distribution:</b> Production and postage for an initial mailing of a 4- page assessment with cover letter, a second mailing of the assessment to those who have not responded, and business reply postage based on a 25% response rate. Actual costs may vary based on final counts, page counts, postal discounts, and response levels. <b>Estimated cost: \$3,980 (1,500 recipients).</b>	\$ -
<b>Total quote for assessment to be shared by participating communities, not including mailing distribution, community oversamples or community-specific customization: \$4,997</b>		<b>\$4997</b>

**Note:** If 3 communities participate, assessment cost would be \$4,997 divided by 3, **plus** each community's printing and mailing distribution (estimated distribution cost: \$3,980). Per community cost is approximately \$5,650 (includes: assessment, printing, mailing, data entry, results and a web conference review of results). Pricing does **not** include additional pages of questions and travel costs for communities that request in-person presentations of results. Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

### ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

**Nondisclosure Statement:** All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

COMMUNITY NAME:	DATE:	AUTHORIZED REPRESENTATIVE SIGNATURE:	MAILING: 1 <sup>ST</sup> CLASS, 1,500 RECIPIENTS, 2 WAVES COST: \$3,980	ADDITIONAL PAGE: COST: \$1,000 PER PAGE	ON-SITE, IN-PERSON PRESENTATION: COST: \$500
SAMPLE TOWNSHIP	2/2/17	JOHN DOE	YES	YES, 1 PAGE	NO
OSHTEMO TOWNSHIP	3/14/17		YES	YES	NO

*William St. Amour*

Cobalt Community Research, Executive Director

*Elizabeth Heiny-Cogswell*

ELIZABETH HEINY-COGSWELL, TWP SUPERVISOR

February 2, 2017

Date

# Oshtemo Charter Township Agreement for Resident Research 2023

January 3, 2023

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and Oshtemo Charter Township, MI (the Partner), having a business address of 7275 W Main Street, Kalamazoo, MI 49009. Cobalt Community Research ([www.cobalt360.org](http://www.cobalt360.org)) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt’s address is POB 416, Charlotte, MI 48813; (877) 888-0209; E-mail: [wsaintamour@cobaltcommunityresearch.org](mailto:wsaintamour@cobaltcommunityresearch.org)

## DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 2 pages (1 sheet) of custom questions which may include community experience/satisfaction, awareness, budget priorities, potential future services/programs, funding options, policy support, communication preference, general demographic questions, benchmarking as applicable, etc. Executive summary in PowerPoint; data entry if needed, thermal-map/cross tab, verbatim comments, remote follow-up with Partner	\$7,100		Break the results by precinct; allow non-sample residents to participate but be reported separately	
2	Additional sheet (4 pages)	\$6,290	1	Online coding, branded web landing page, and web link for completion online	Waived
	Set of 2 work groups/focus groups (partner provides location and recruits participants)	\$0		Eblast distribution via email list provided by partner (3 waves) per 1,000 recipients	\$0
	One-time set up and reporting out of all work groups/focus groups	\$0		Phone/text message invitation (1 wave) per 1,000 recipients	\$0
	Onsite visit for staff review/staff meetings (includes air and hotel costs) (Per half day)	\$0	1500	Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 6-page 3 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage.	\$3,900
	Non-English Version	\$0	1	Include Visitor360™ Metrics Report	\$945
<b>Total Cost: \$18,235.00</b>					

Options:

1. Increase sample to a mailing of 2,000 residents: Add \$1,300
2. Eliminate mailing and include survey invitation with other Township mailings/direct to online landing page: Subtract \$3,900
3. Reduce page count from 6 to 4: Subtract \$3,145
4. Eliminate Visitor360 report: Subtract \$945

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

### ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

**Nondisclosure Statement:** All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative



Cobalt Community Research, Executive Director

Date

January 3, 2023

Date

# CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

## 1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

## 2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

## 3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements.

## 4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

## 5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

## 6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to

the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

## 7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 15 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

## 8. ASSUMPTIONS

The Partner shall provide community contact data.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

## 9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMIRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

## 10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

## 11. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

## 12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

## PROCESS

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Cobalt proposes a five-step process for the development of the assessment.

### Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

### Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with community needs.

### Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

### Step 4 – Modeling & Analysis:

Cobalt will analyze the data, which quantifies the relationships between the various elements of the assessment.

### Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results and comments will be provided to the project lead in MS Excel.

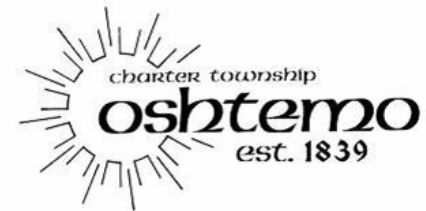


**2013 Example for Board Reference**

# Oshtemo Township Citizen Engagement and Priority Survey

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November 2013



# Background on Cobalt Community Research

- 501c3 not for profit research coalition
- Mission to provide research and education
- Developed to meet the research needs of schools, local governments and nonprofit organizations

# Measuring Where You Are: Why Research Matters

- Understanding community values and priorities helps you plan and communicate more effectively about Township decisions
- Perception impacts behaviors you care about
- Understanding community perception helps you improve and promote the Township
- Community engagement improves support for difficult decisions
- Reliable data on community priorities aids in balancing demands of vocal minorities with the reality of limited resources
- Bottom line outcome measurement of service and trust: Good administration requires quality measurement and reporting

# Study Goals

- Support budget and strategic planning decisions
- Explore service assumptions to ensure baseline service measures are understood
- Identify which aspects of community provide the greatest leverage on citizens' overall satisfaction
- Discover key outcome behaviors such as recommending the community, remaining in the community, volunteering and encouraging someone to start a business
- Determine support for planning and zoning regulations and future service opportunities

# Bottom Line

- Oshtemo Township overall ACSI score = 71
  - Michigan Local Governments = 60
  - Michigan Local Governments (Population 10,001-25,000) = 64
  - Michigan County Governments = 56
  - Michigan State Government = 45
- There are several areas where improvement can have significant impact on overall satisfaction:
  - Drivers:
    - Township government management
    - Economic health
    - Property taxes
    - Police services
    - Parks and recreation
- Detailed information by specific demographic groups is available to aid in policy review
  - Detail by: sample or volunteer, years of residency, own/rent, age, education, income, marital status, household composition, gender and type of home

# Preserving Voice: Looking Into Detail

## Sample:

### Oshtemo Township 2013 Core Scores

		Fire & Emergency Medical Services	Fire coverage for the community	Response time to fires	Response time to medical emergencies	Transportation Infrastructure	Public transportation options	Street maintenance/repair	Accommodation for bicycle and foot traffic	Utility Services	Drinking water quality	Municipal sewer/water billing process	Garbage collection	Recycling service	Electrical and gas service reliability
2013 Overall Satisfaction - Sample		-	8.6	8.9	8.7	-	6.1	6.0	5.7	-	7.0	7.6	8.2	7.4	8.0
2013 Overall Satisfaction - Volunteer		-	5.1	4.8	4.5	-	6.8	4.8	5.9	-	8.0	8.7	7.6	6.9	6.4
Residency	One year or less	-	10.0	-	10.0	-	7.2	7.3	6.0	-	8.9	6.8	7.8	6.0	9.0
	1-5 years	-	8.9	9.0	8.4	-	6.5	6.2	5.3	-	6.8	7.2	8.4	6.6	8.0
	6-10 years	-	8.4	8.4	8.6	-	6.9	6.1	5.4	-	6.6	7.1	8.4	7.5	7.9
	11-20 years	-	8.6	9.0	8.7	-	5.3	5.5	5.6	-	6.8	7.4	7.8	7.1	7.9
	More than 20 years	-	8.6	8.9	8.8	-	5.7	6.2	6.3	-	7.6	8.4	8.5	8.1	8.1
Do you own or rent/lease your residence?	Own	-	8.5	8.9	8.8	-	6.0	6.0	5.7	-	7.1	7.6	8.3	7.5	8.0
	Rent/Lease	-	9.0	9.0	8.7	-	6.6	6.6	5.6	-	6.5	6.8	8.2	6.8	8.3
Age	18 to 24	-	8.7	8.0	9.0	-	6.1	6.0	6.6	-	6.3	6.5	7.7	8.6	8.3
	25 to 34	-	9.3	9.3	8.7	-	6.2	6.3	5.1	-	7.2	7.6	8.6	6.3	8.6
	35 to 44	-	9.0	8.9	8.6	-	7.1	6.7	5.8	-	6.9	6.5	7.4	5.5	7.8
	45 to 54	-	7.7	7.8	8.0	-	4.7	4.5	4.1	-	6.0	6.8	8.0	7.1	7.0
	55 to 64	-	8.6	9.0	9.0	-	6.3	6.1	6.2	-	7.3	8.0	8.5	7.9	8.0
	65 or over	-	8.8	9.0	8.9	-	6.3	6.3	6.0	-	7.5	8.1	8.4	7.9	8.4
Education	Some high school	-	10.0	10.0	10.0	-	7.5	4.0	6.0	-	4.5	5.0	6.7	8.3	8.0
	High school graduate	-	8.5	8.8	8.8	-	5.9	7.1	5.8	-	7.4	7.9	9.2	8.0	8.5
	Some college	-	8.7	8.9	8.6	-	7.1	6.4	6.5	-	7.0	7.6	8.1	7.2	8.4
	College graduate	-	8.7	9.2	9.2	-	5.8	5.9	5.4	-	6.7	7.5	8.3	7.4	7.7
	Graduate degree(s)	-	8.6	8.5	8.4	-	5.9	5.7	5.5	-	7.4	7.7	8.0	7.4	8.0

# Methodology

- Random sample of 1500 residents drawn from voter records
- Utilized [www.random.org](http://www.random.org), a well-respected utility used internationally by many universities and researchers to generate true random numbers
- Conducted using two mailings in September and October 2013
- Valid response from 308 residents, providing a conventional margin of error of +/- 5.5 percent in the raw data (95% confidence)
  - Note: National surveys with a margin of error +/- 5% require a sample of 384 responses to reflect a population of 330,000,000
- In addition to the random sample, there were 10 responses from volunteer respondents
- Compared responses by gender with that of the voter records, and difference is less than 2.3 percent

# Results

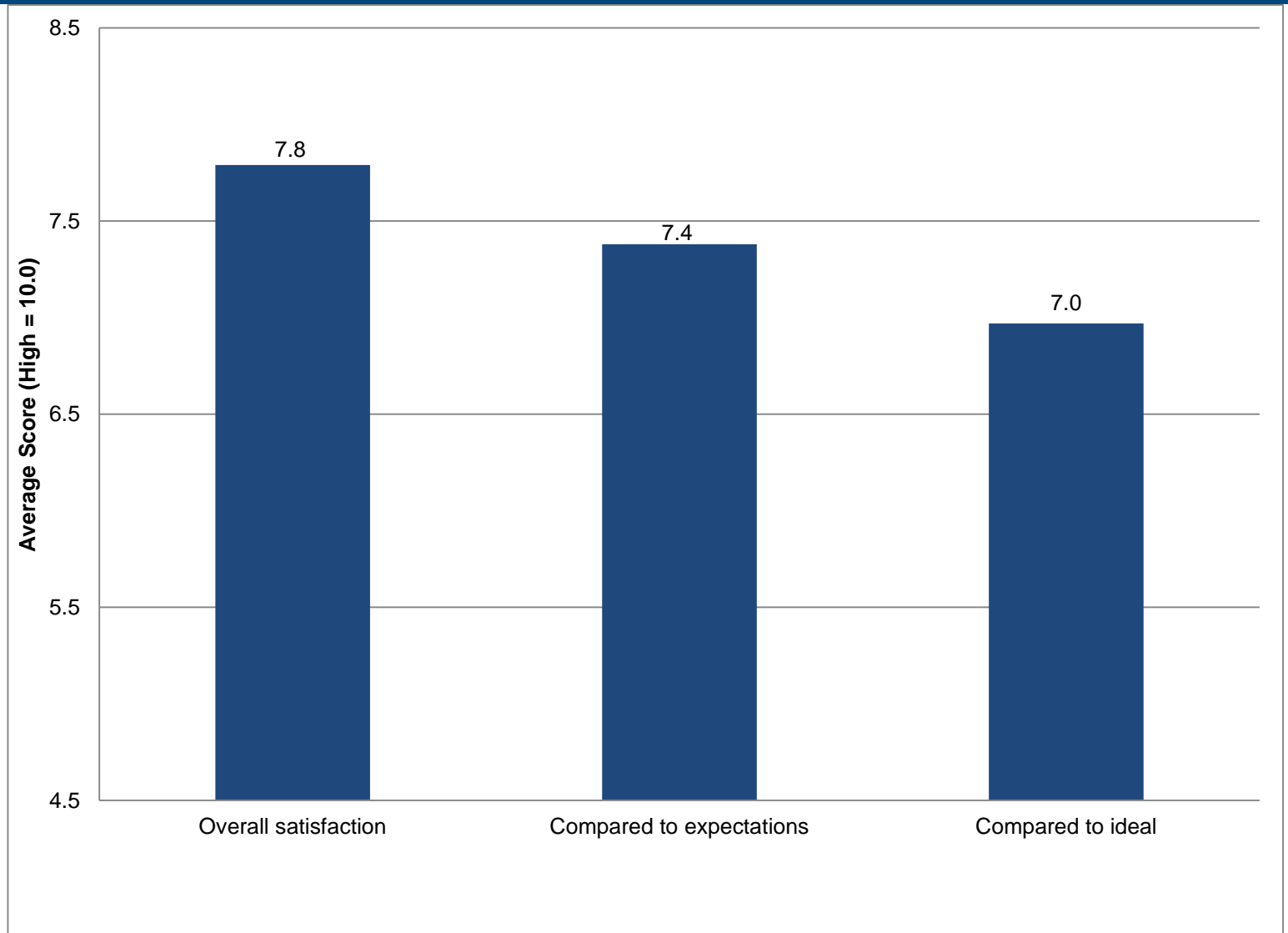






# ACSI Dimensions

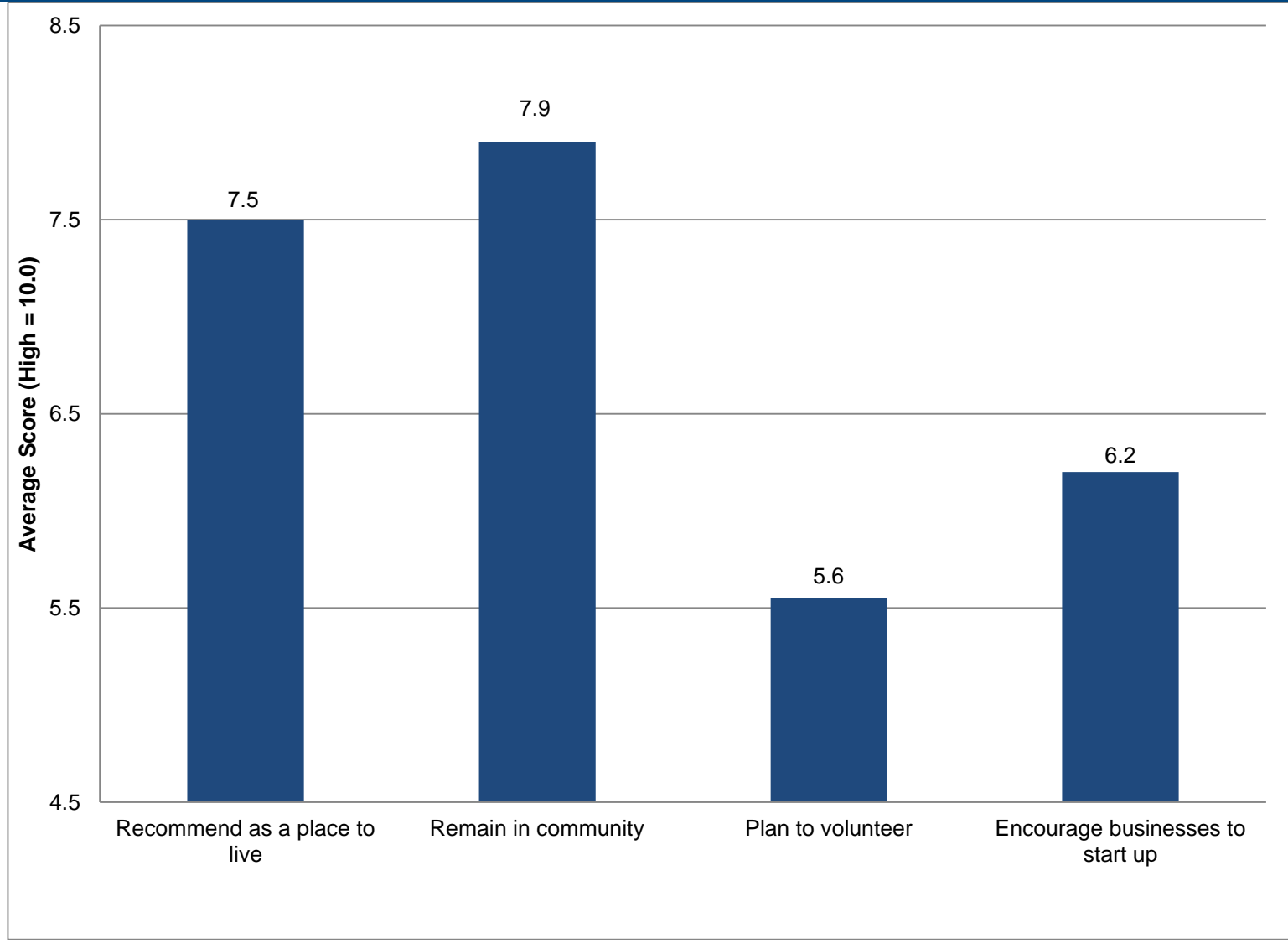
(High score = 10)





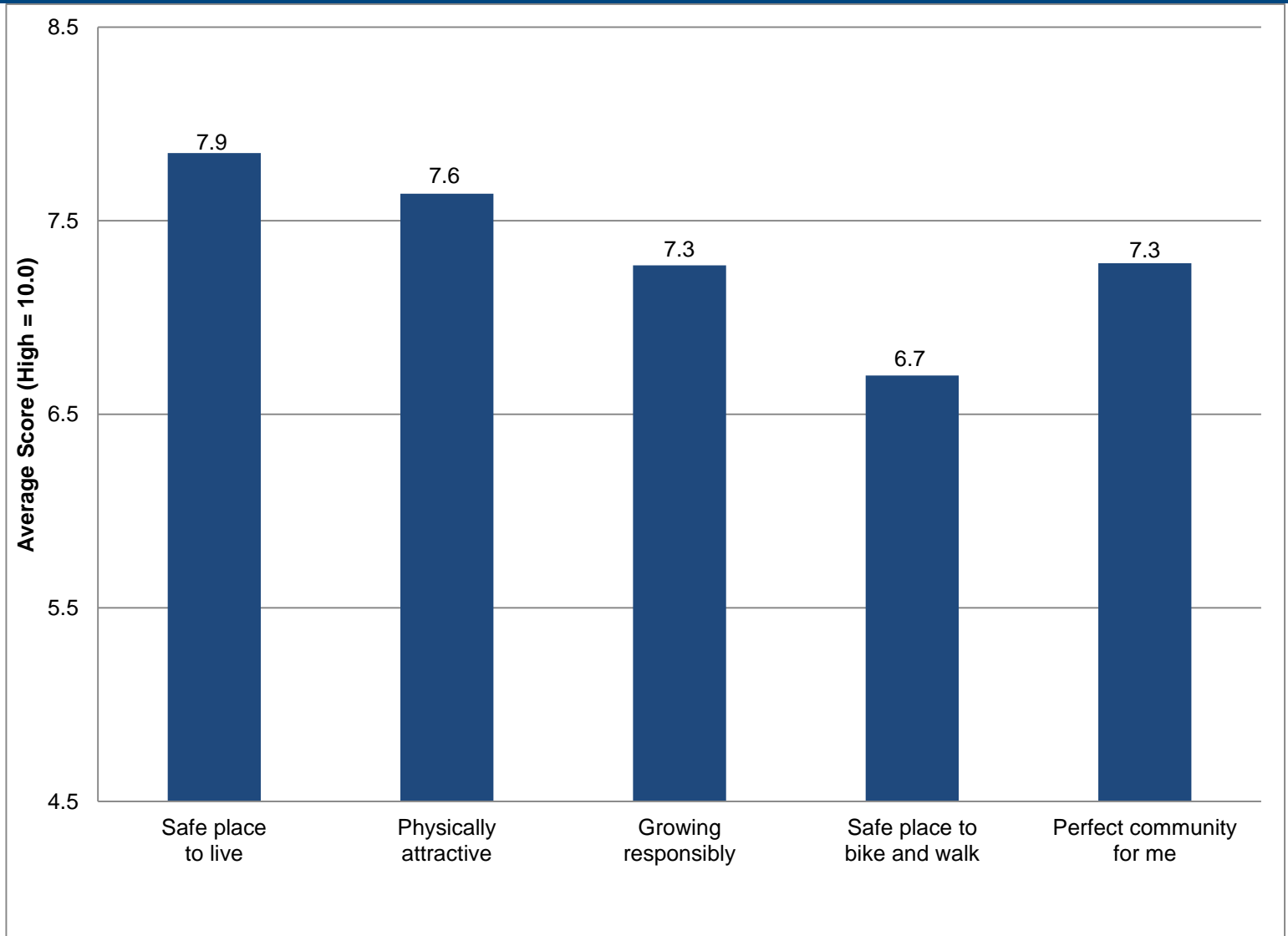
# Outcome Behaviors

(High score = 10)

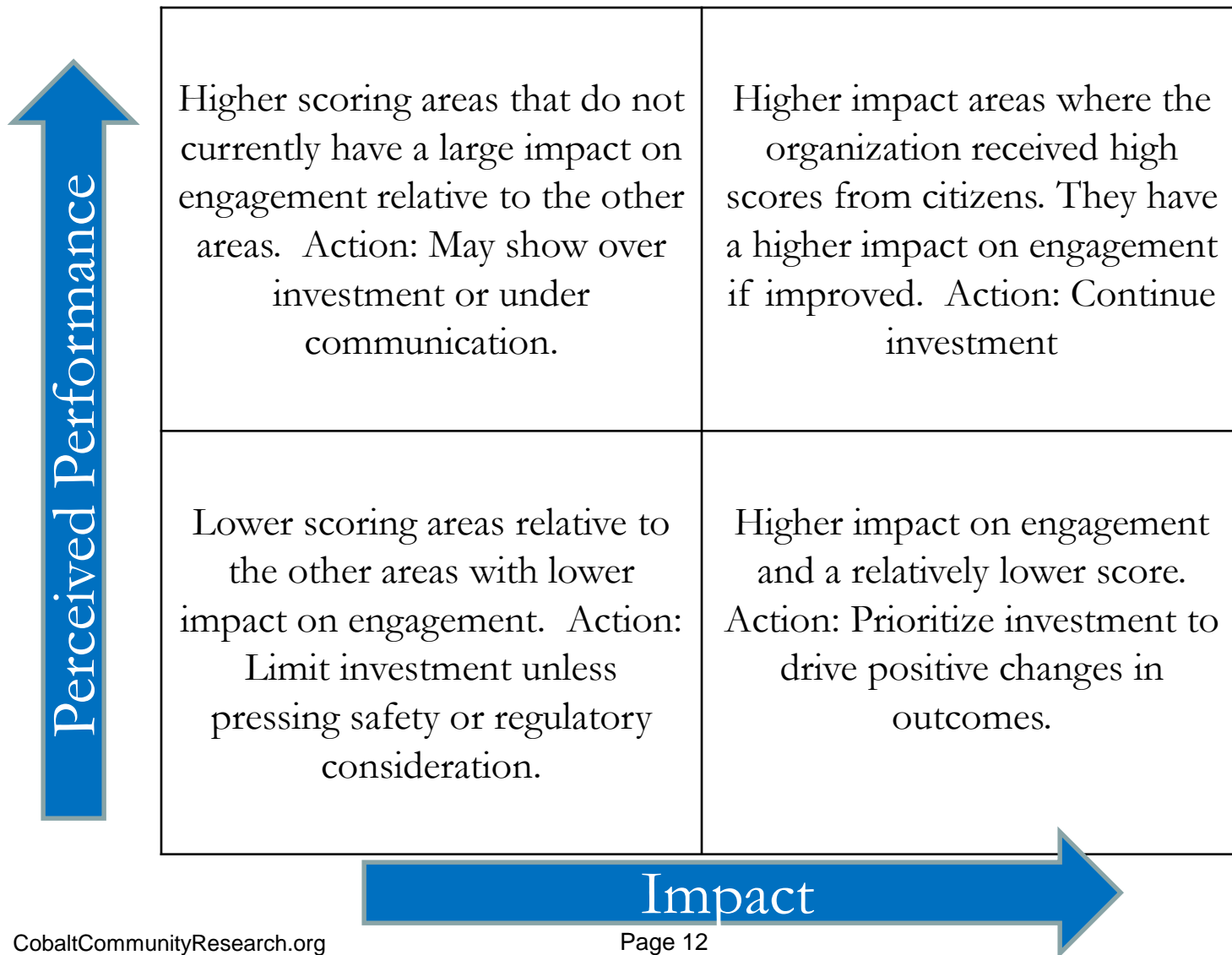


# Community Image

(High score = 10)



# Understanding the Charts: Community Questions – Long-term Drivers

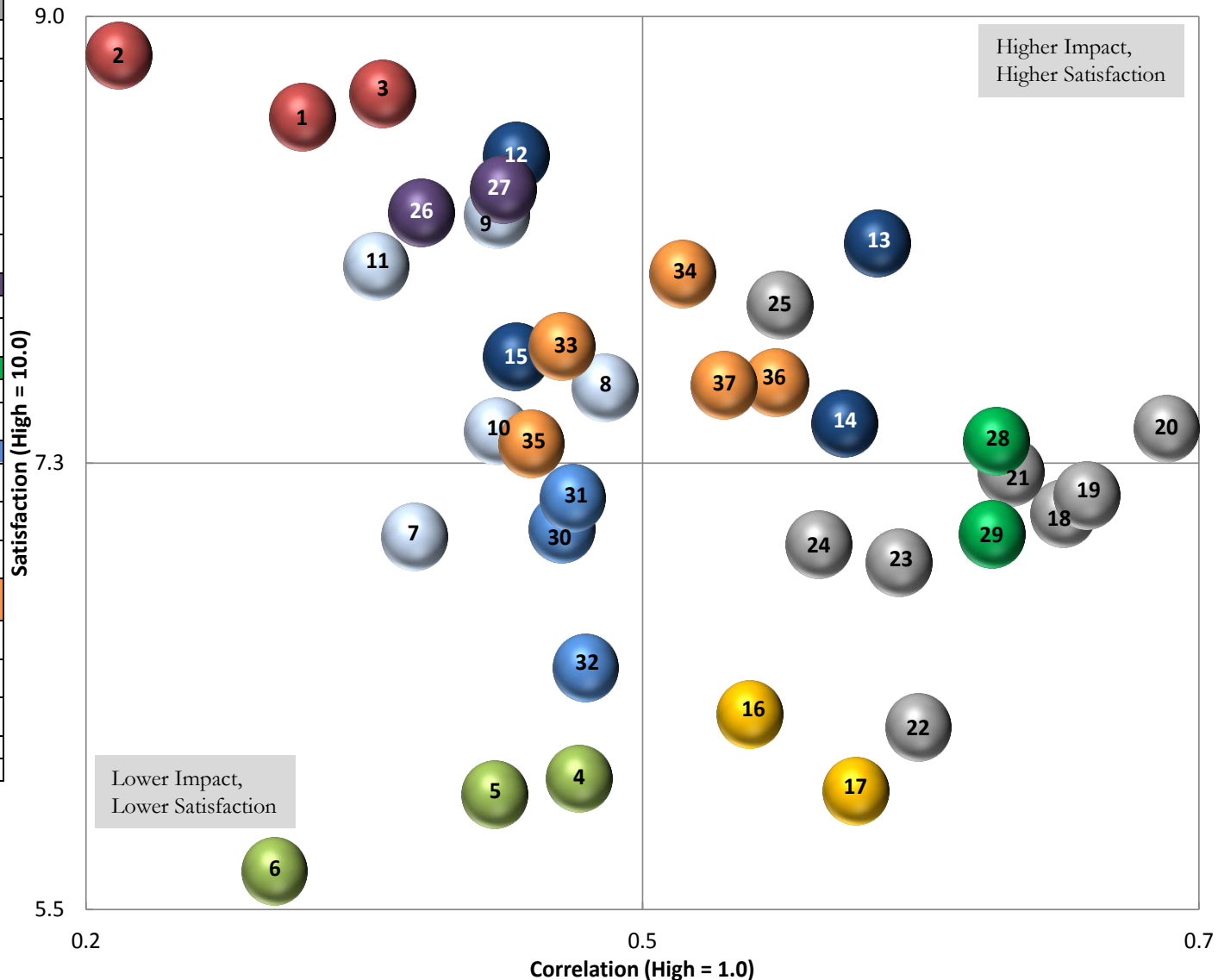




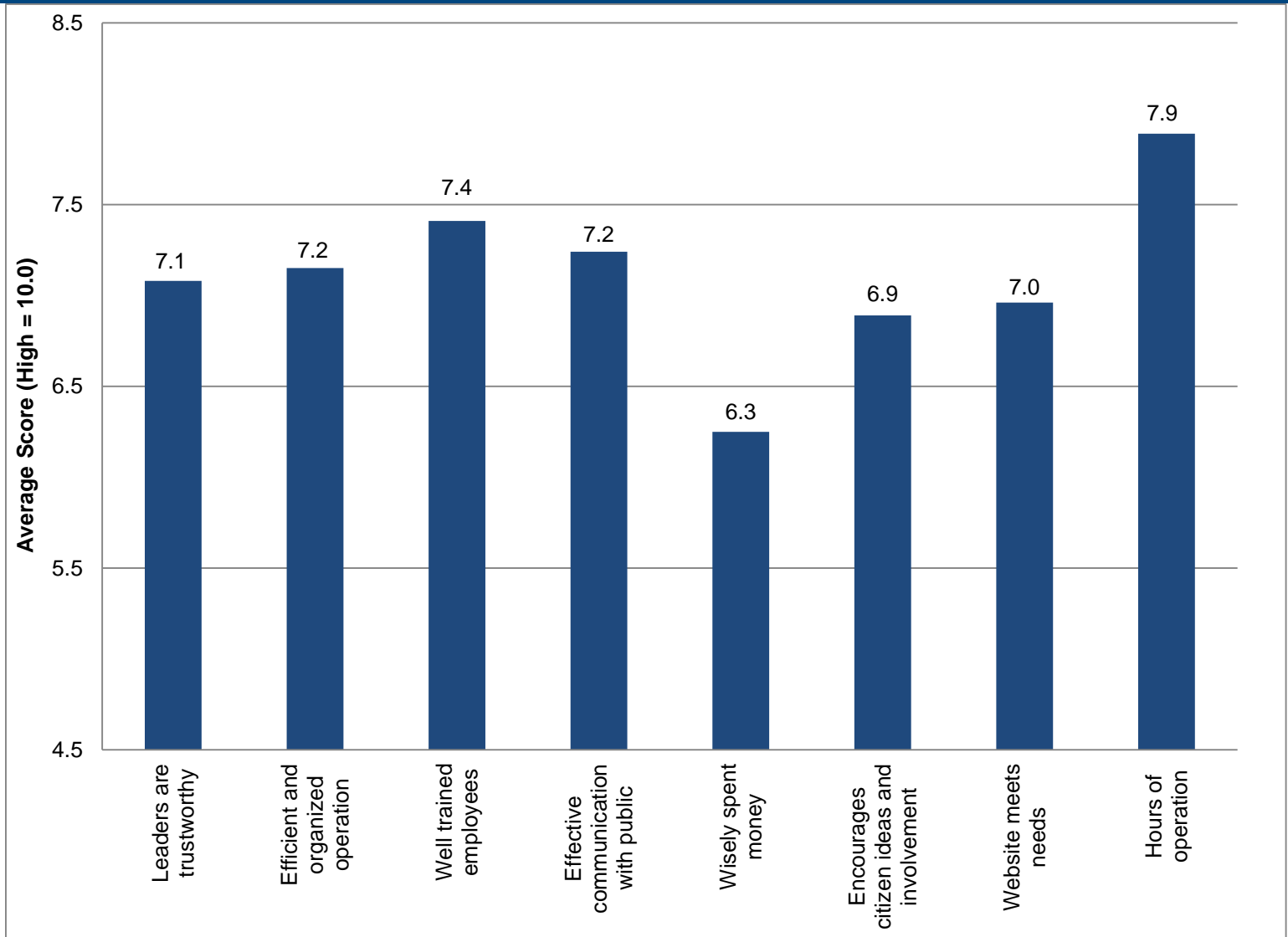
# Drivers of Satisfaction: Strategic Priorities

<b>Fire &amp; EMS</b>
1. Fire coverage
2. Response time to fires
3. Response time to emergencies
<b>Transportation Infrastructure</b>
4. Public transportation options
5. Street maintenance/repair
6. Accommodation for bike/foot traffic
<b>Utility Services</b>
7. Drinking water quality
8. Municipal sewer/water billing process
9. Garbage collection
10. Recycling service
11. Electrical and gas service reliability
<b>Police Services</b>
12. Respectful treatment of citizens
13. Fair/equitable enforcement
14. Safety education
15. Response time to calls for service
<b>Property Taxes</b>
16. Fairness of property appraisals
17. Amount/quality of services for taxes paid
<b>Township Government</b>
18. Trustworthy leaders

<b>Township Government</b>
19. Efficient and organized operation
20. Well-trained employees
21. Communicates effectively with community
22. Spends dollars wisely
23. Encourages citizen's ideas/involvement
24. Maintains a website that meets your needs
25. Hours of operation (Township offices)
<b>Library Services</b>
26. Hours of operation
27. Adequate resources
<b>Economic Health</b>
28. Affordability of housing
29. Stability of property values
<b>Telecommunications</b>
30. Cell phone reception
31. Speed of your internet connection
32. Variety of internet access options
<b>Parks and Recreation</b>
33. Facilities meet your needs
34. Quality of facilities
35. Variety of facilities
36. Public safety/security
37. Access for the disabled

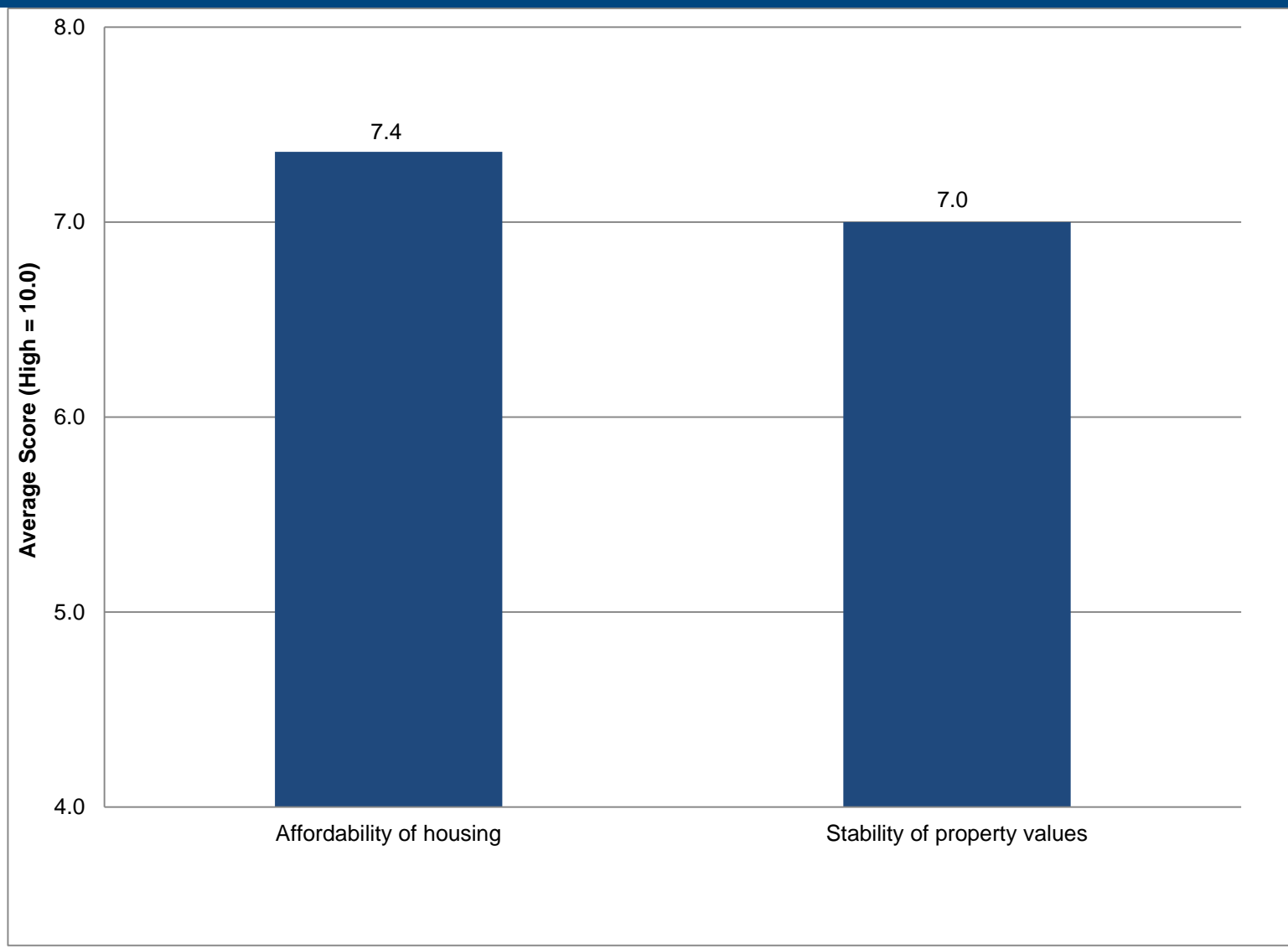


# Drivers of Satisfaction: Township Government Management

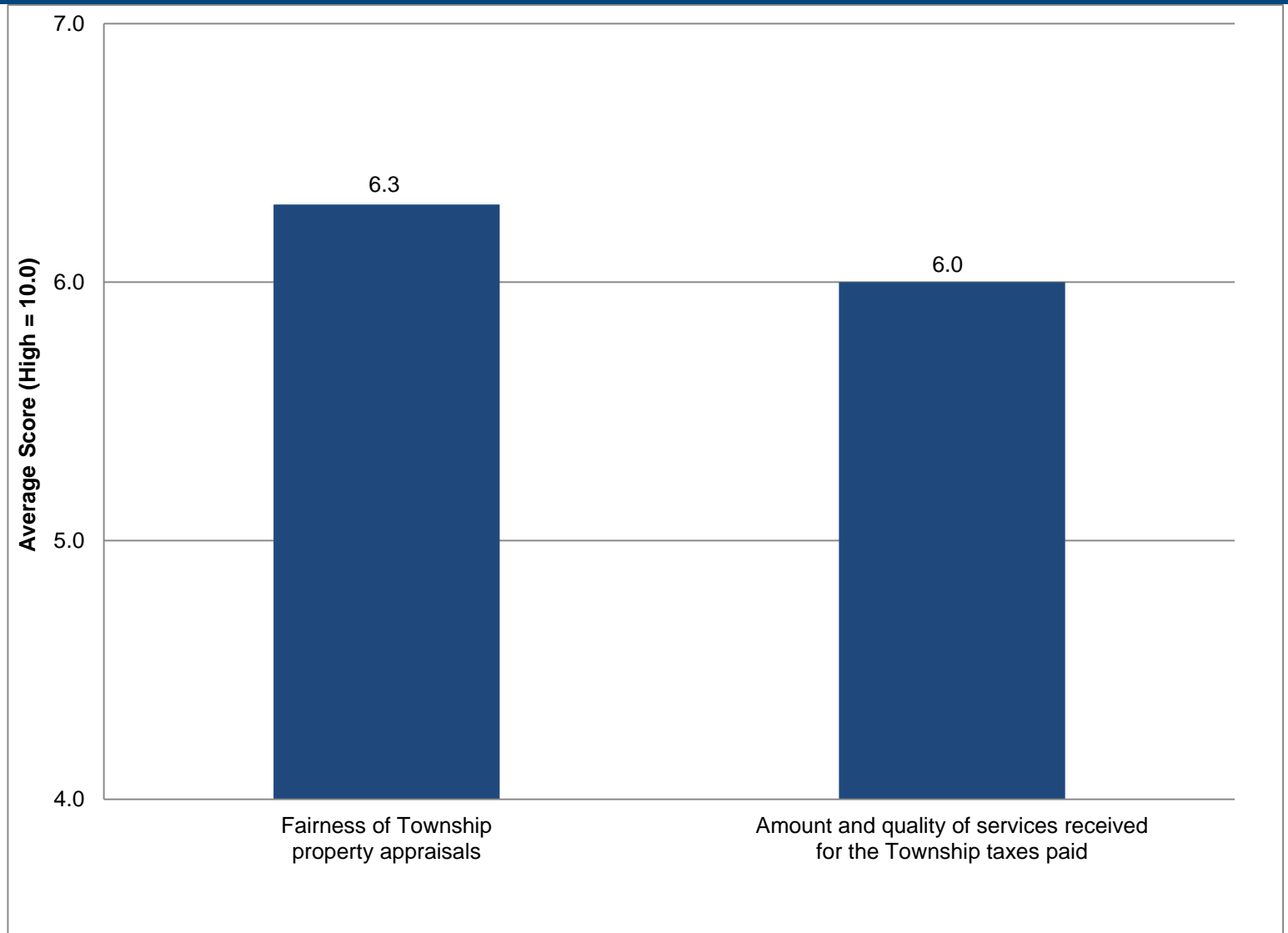




# Drivers of Satisfaction: Economic Health



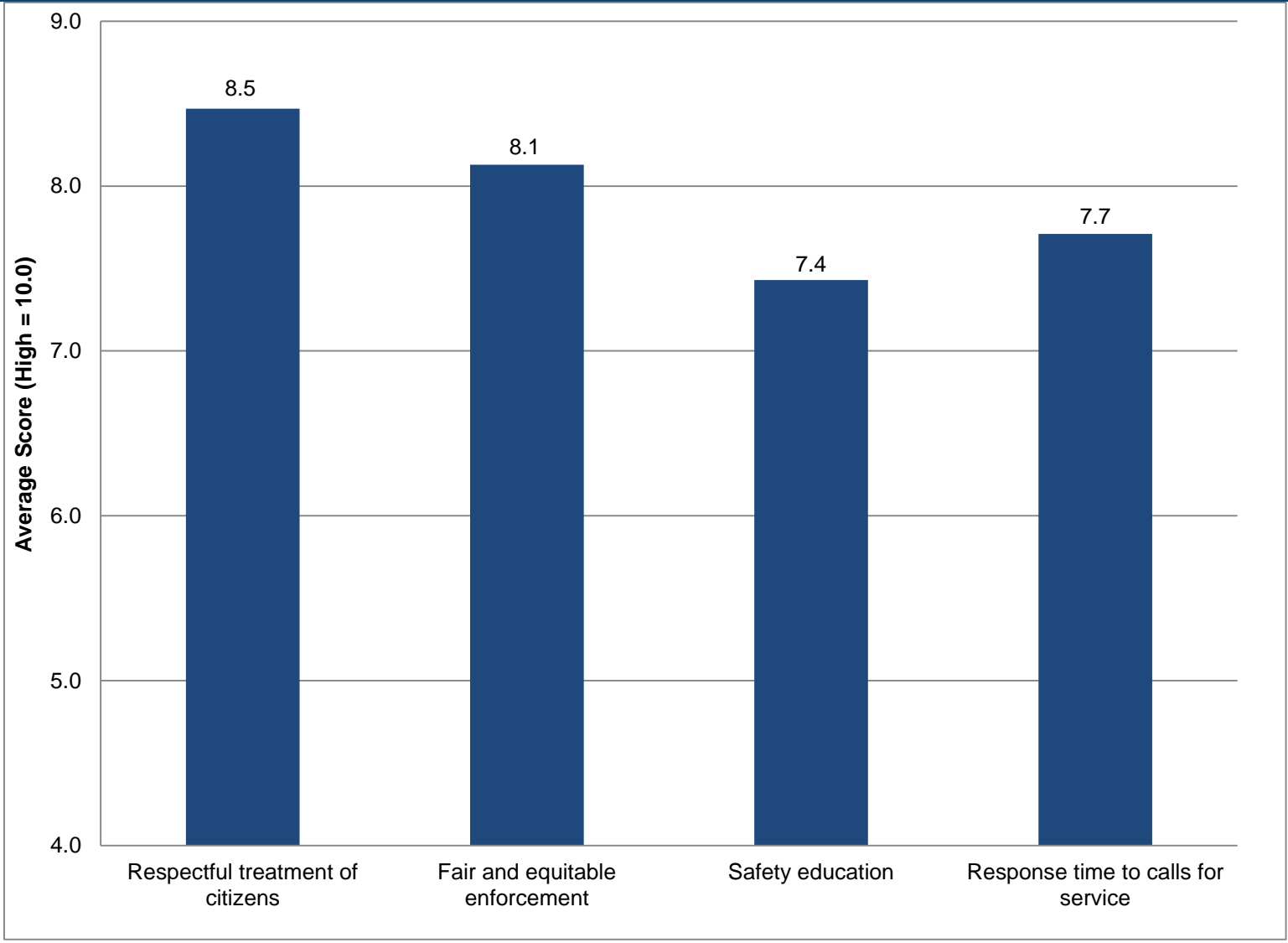
# Drivers of Satisfaction: Property Taxes





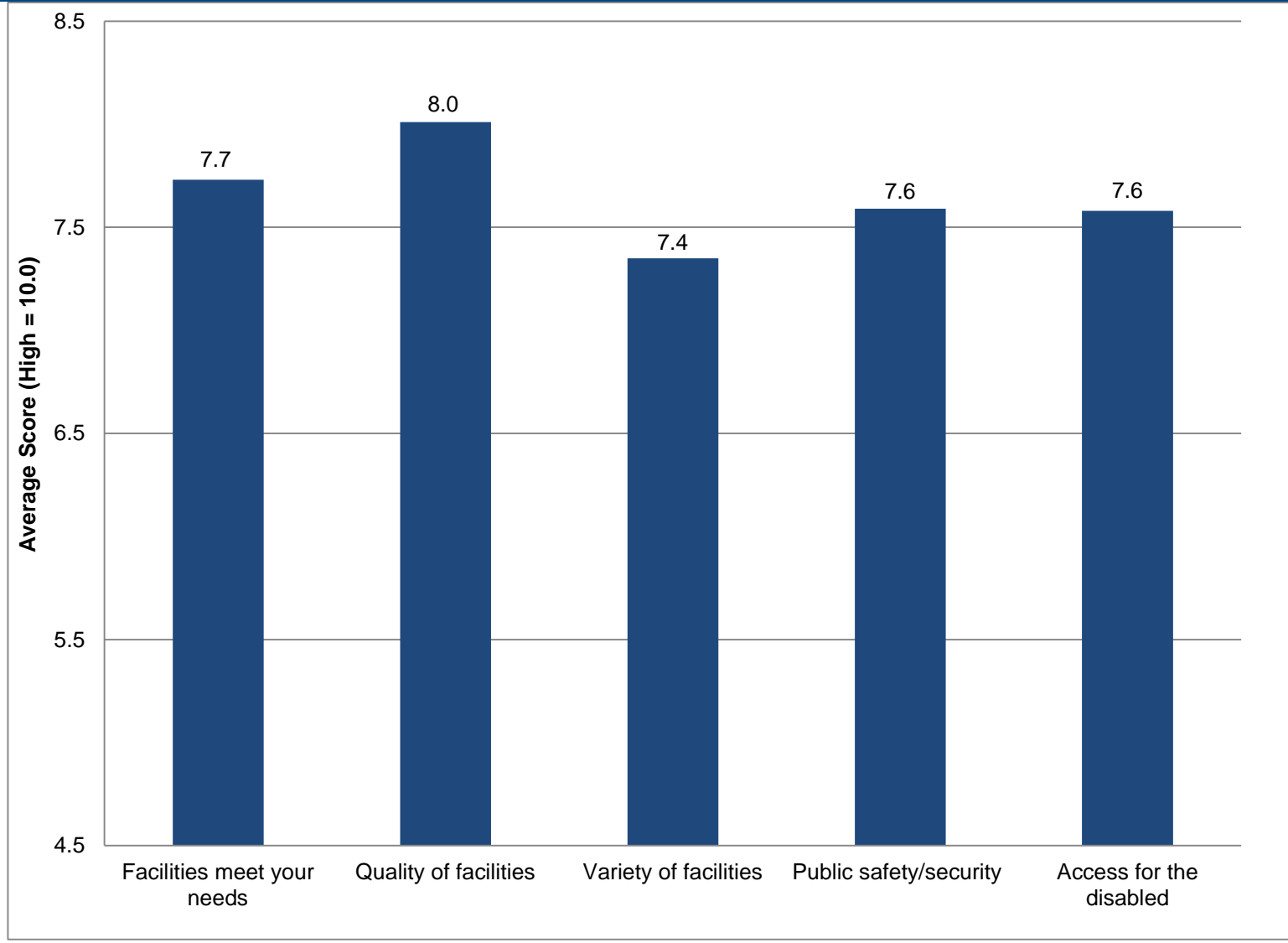


# Drivers of Satisfaction and Behavior: Police Services



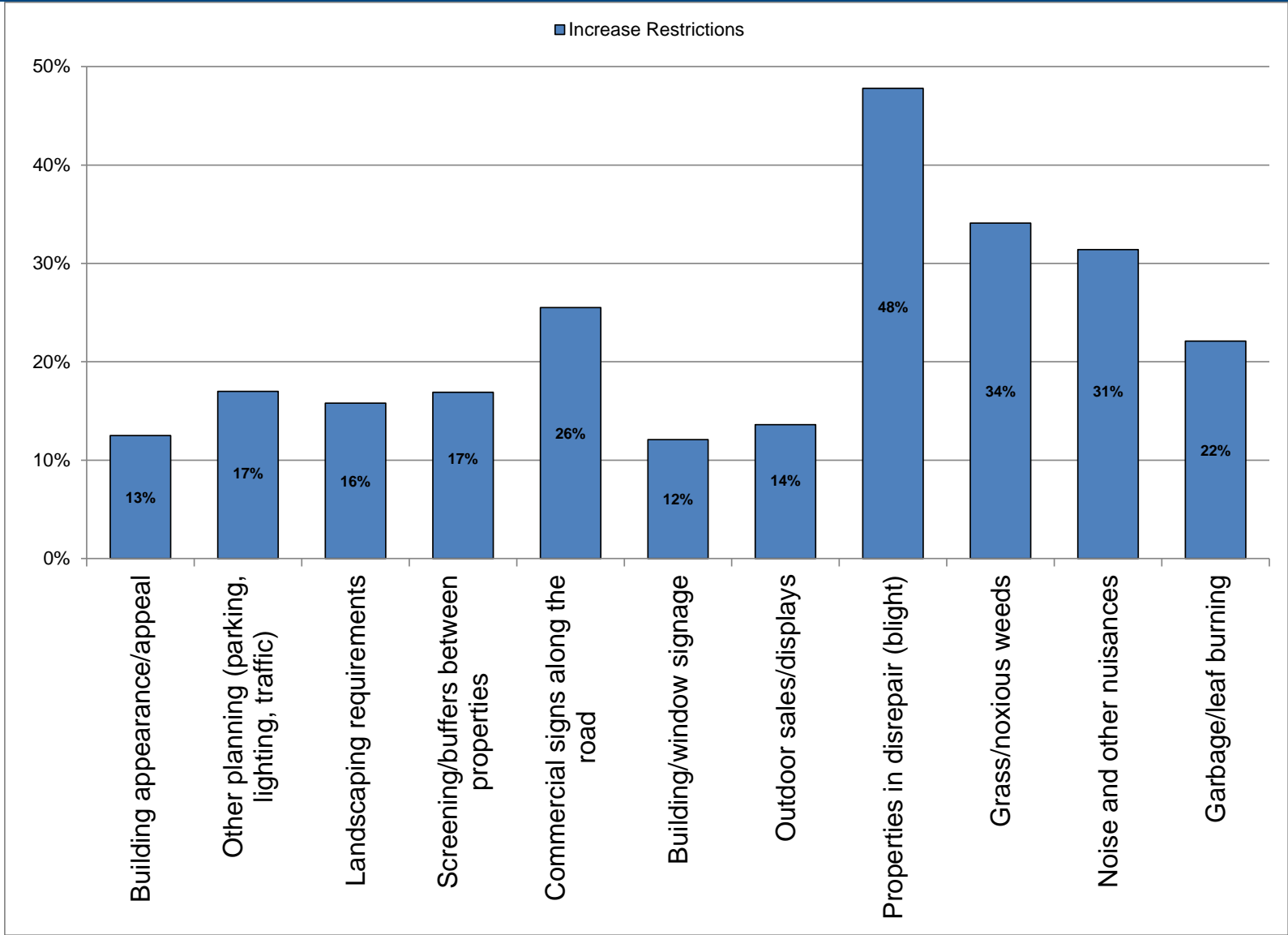


# Drivers of Satisfaction: Parks and Recreation



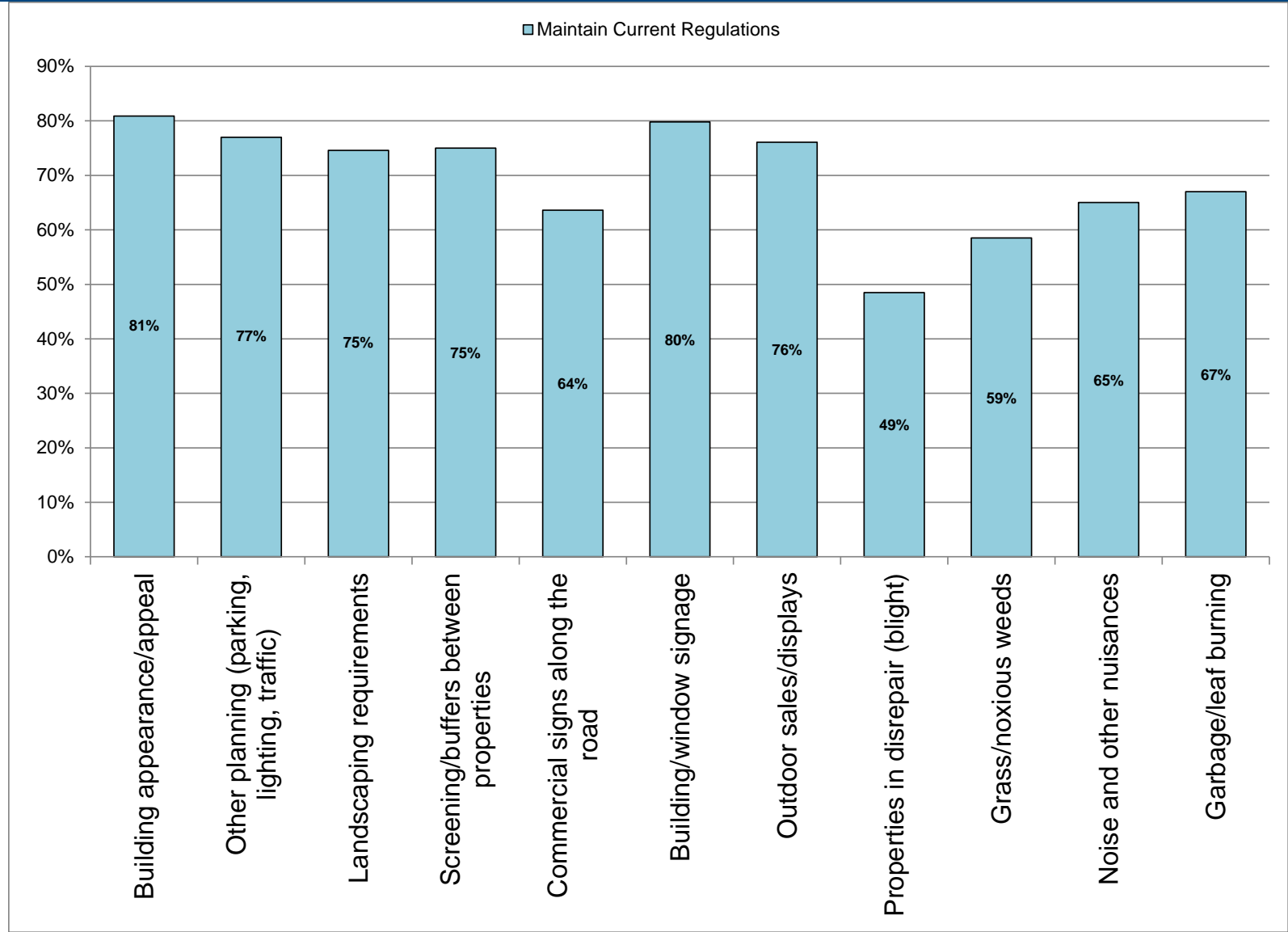
# Planning and Zoning

# Planning & Zoning: Increase Restrictions



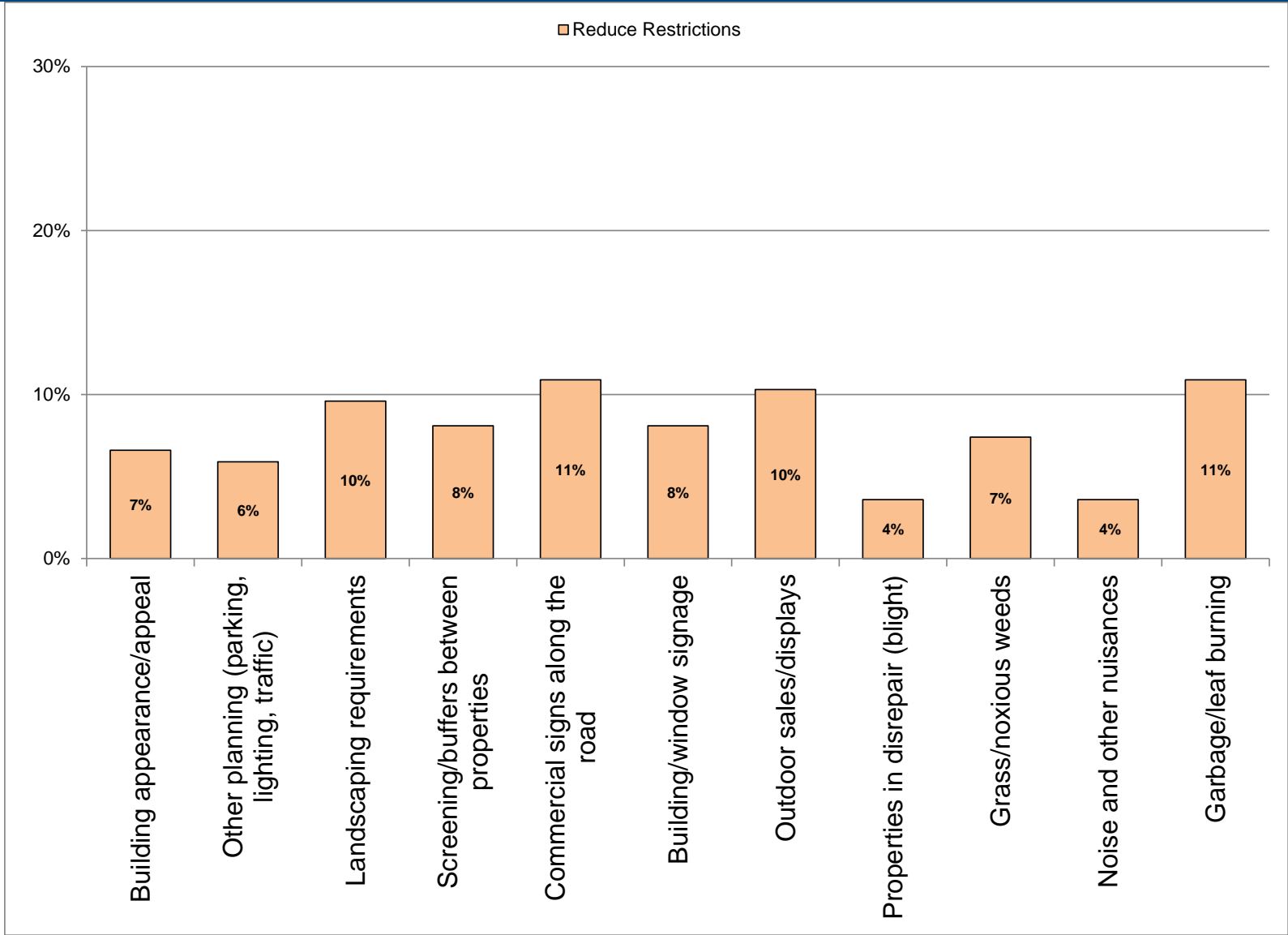


# Planning & Zoning: Maintain Current Regulations

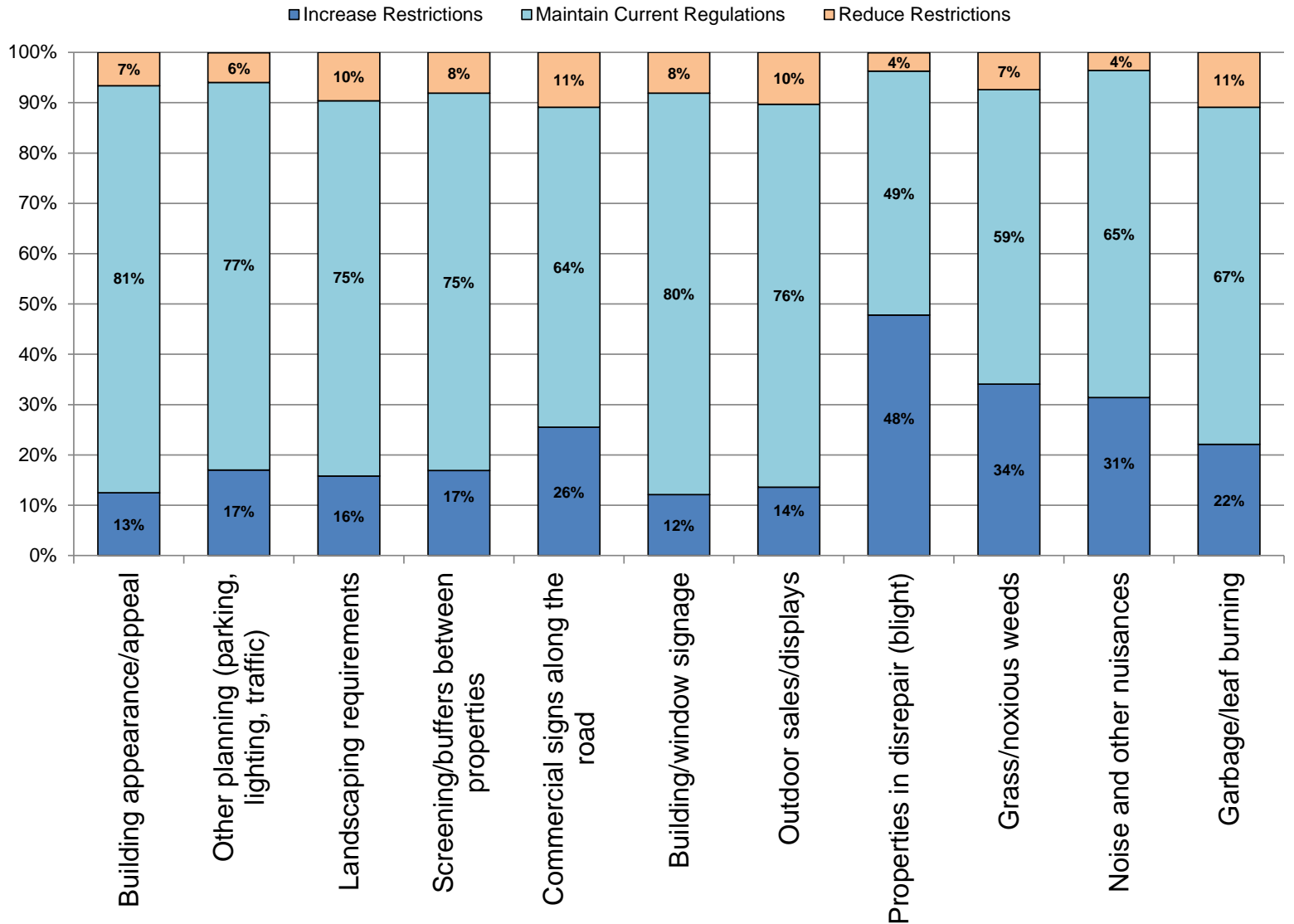




# Planning & Zoning: Reduce Restrictions



# Planning & Zoning: Combined

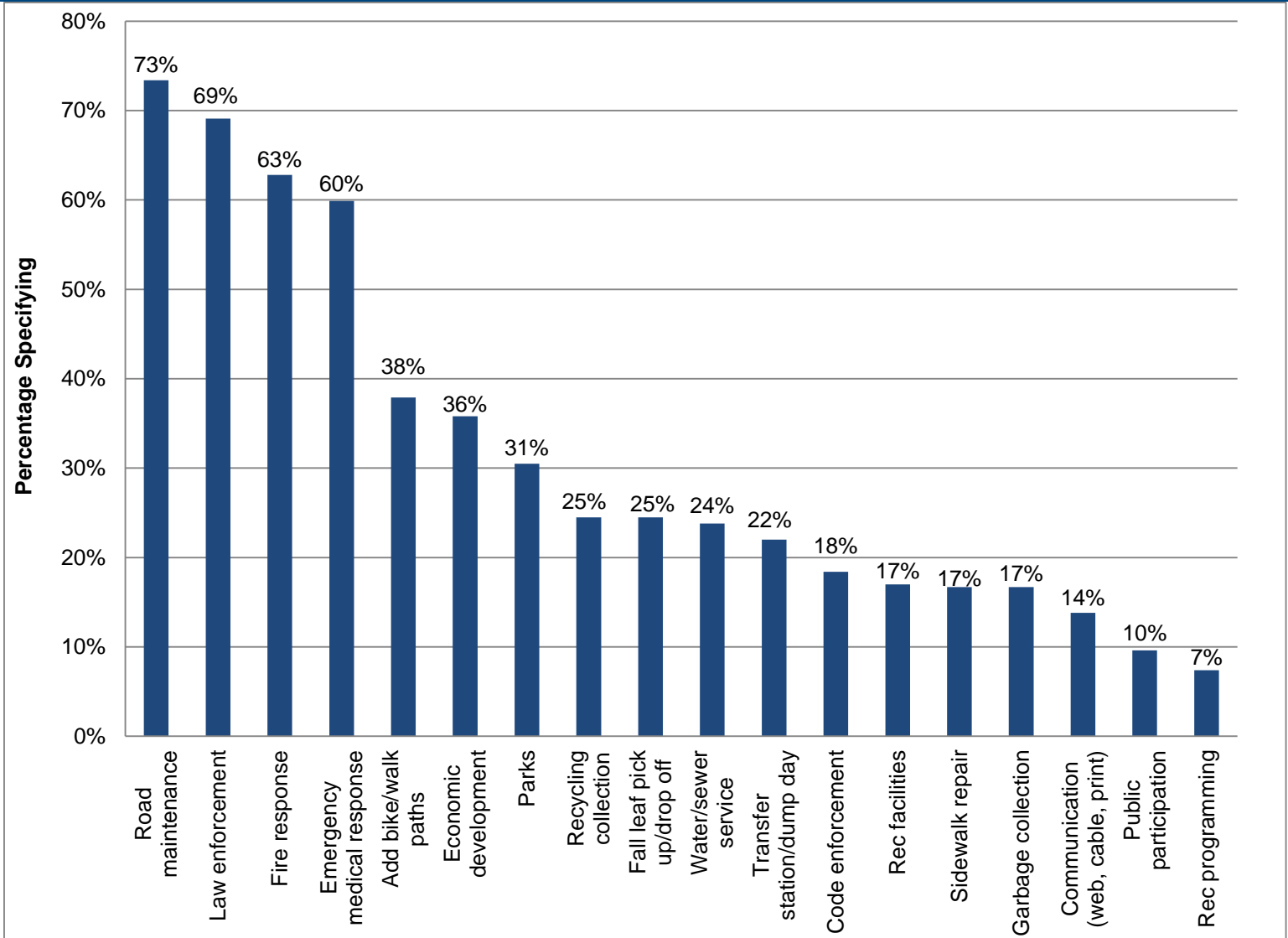


# Budget Priorities and Support



# Budget Prioritization

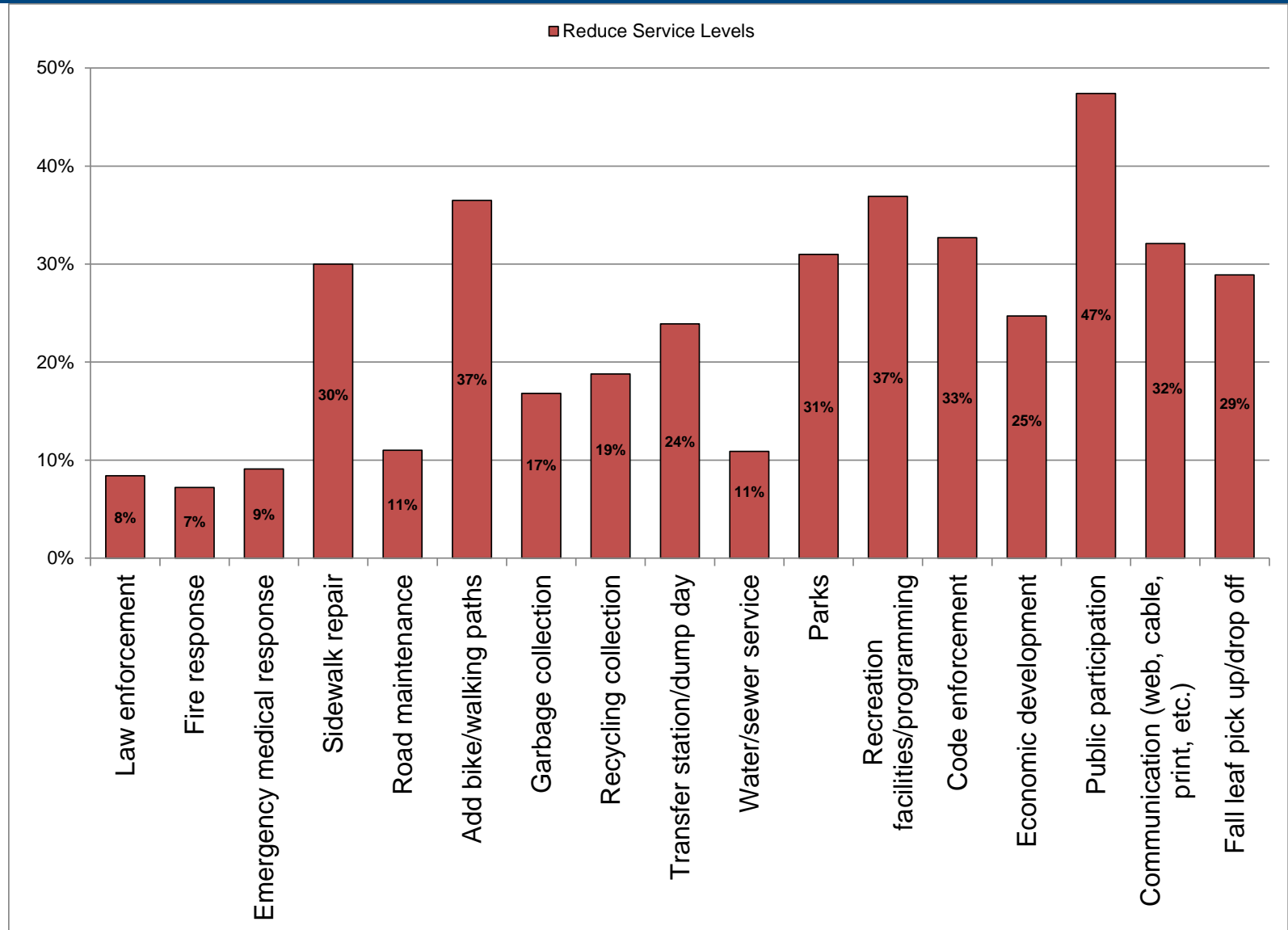
Percent selecting, could select top (7) for prioritization





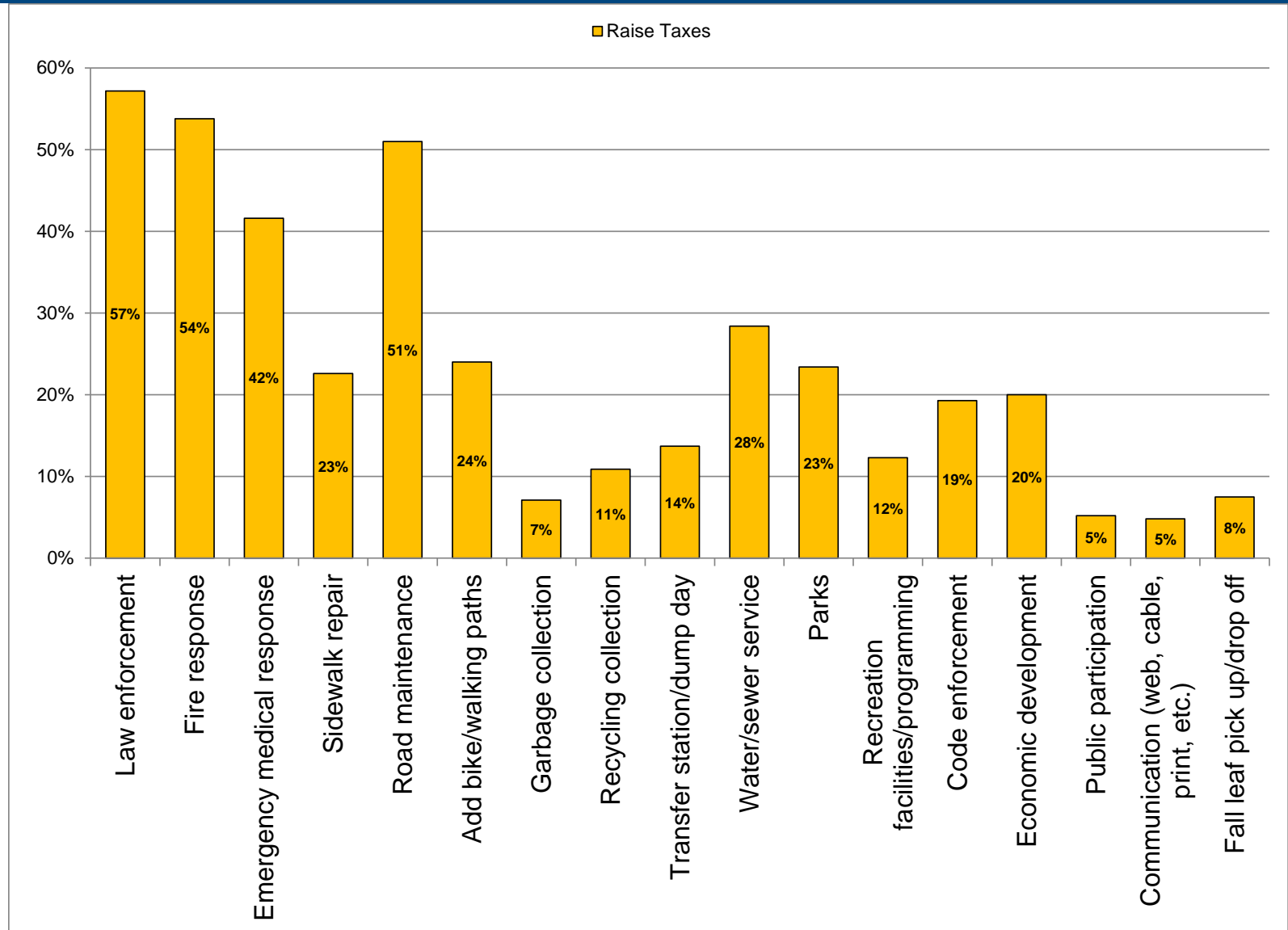
# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels:

## Reduce Service Levels



# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels:

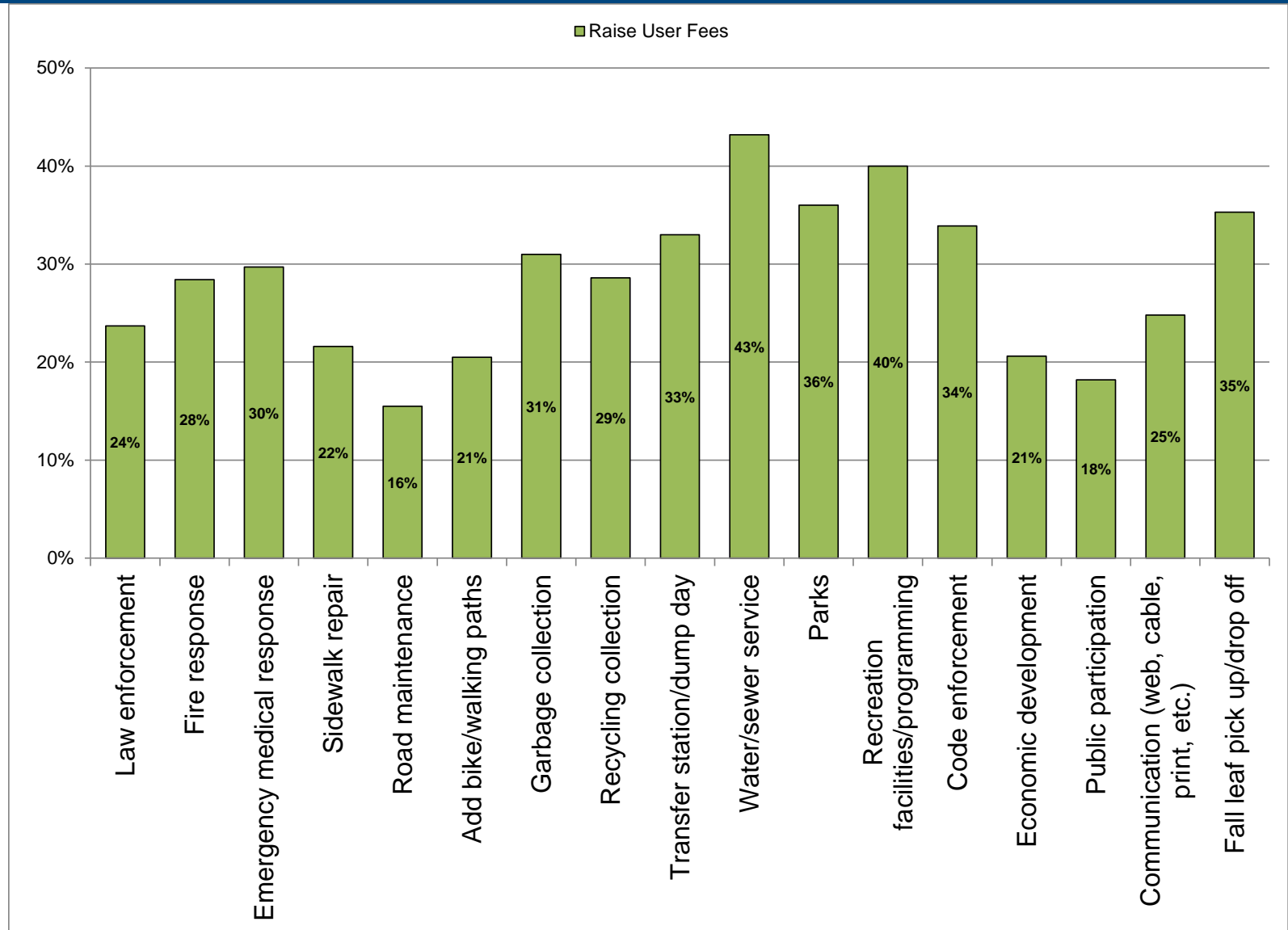
## Raise Taxes





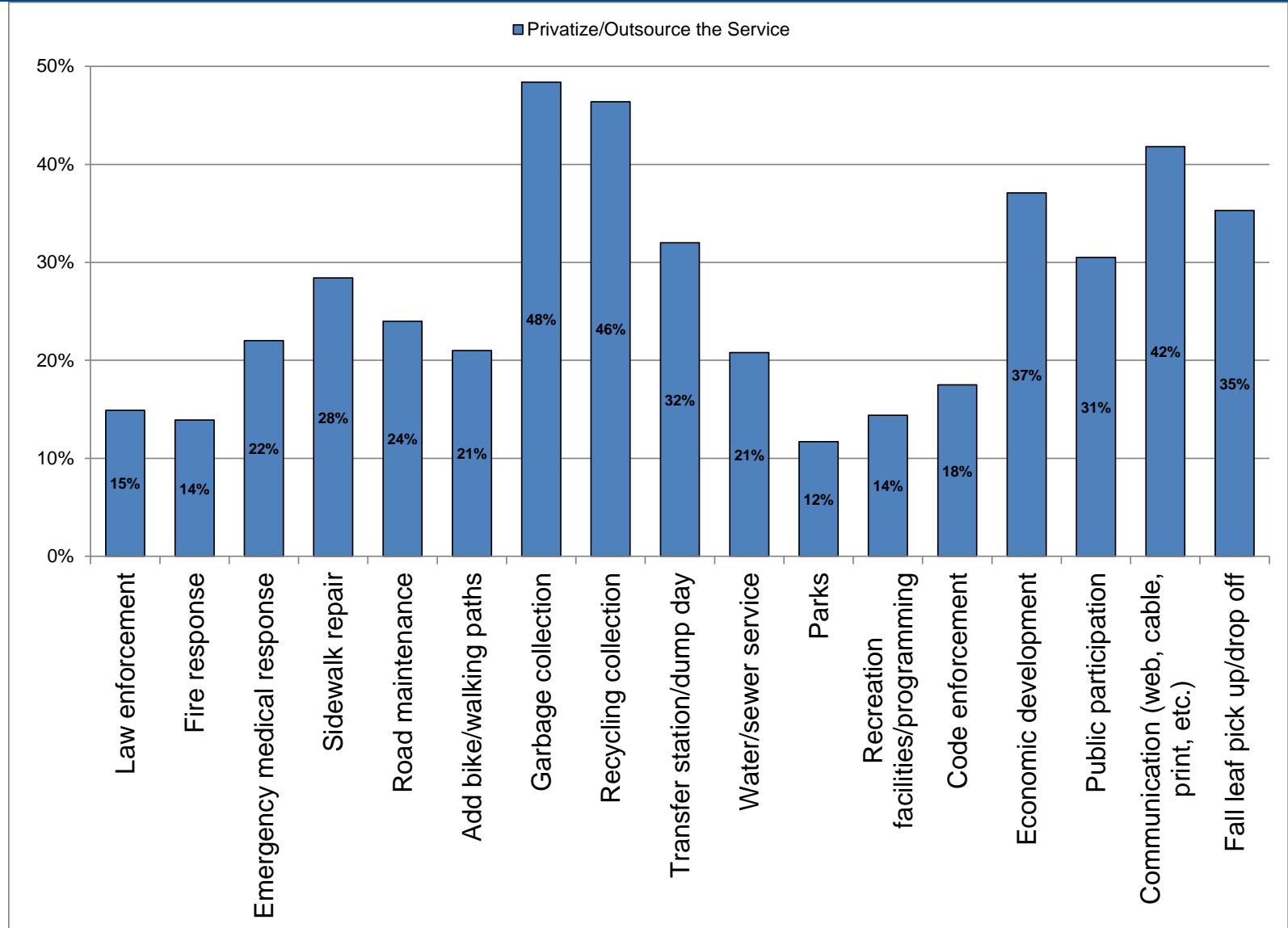
# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels:

## Raise User Fees



# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels:

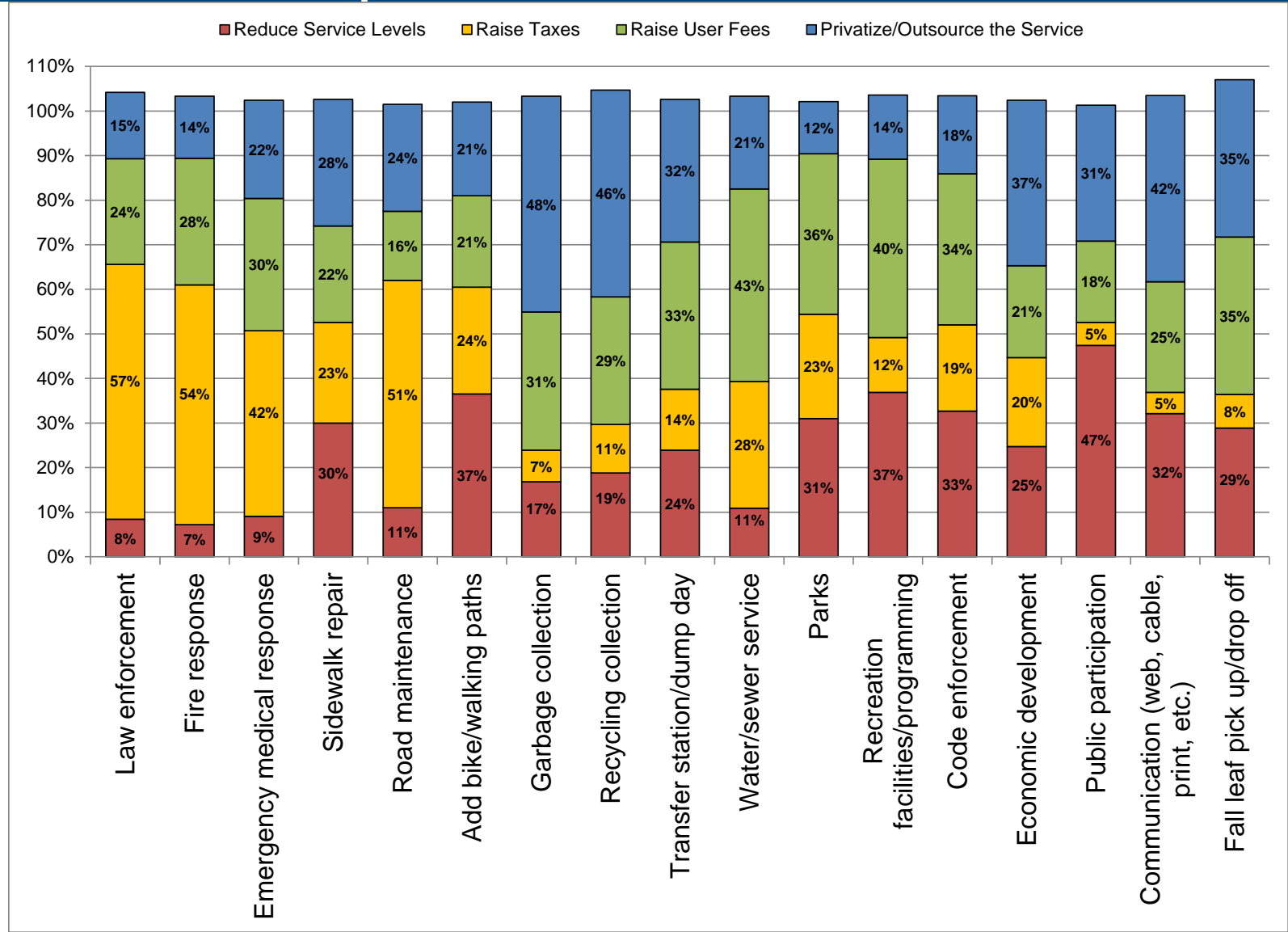
## Privatize/Outsource the Service





# Support for Budget Actions if Revenues Not Adequate to Maintain Current Levels:

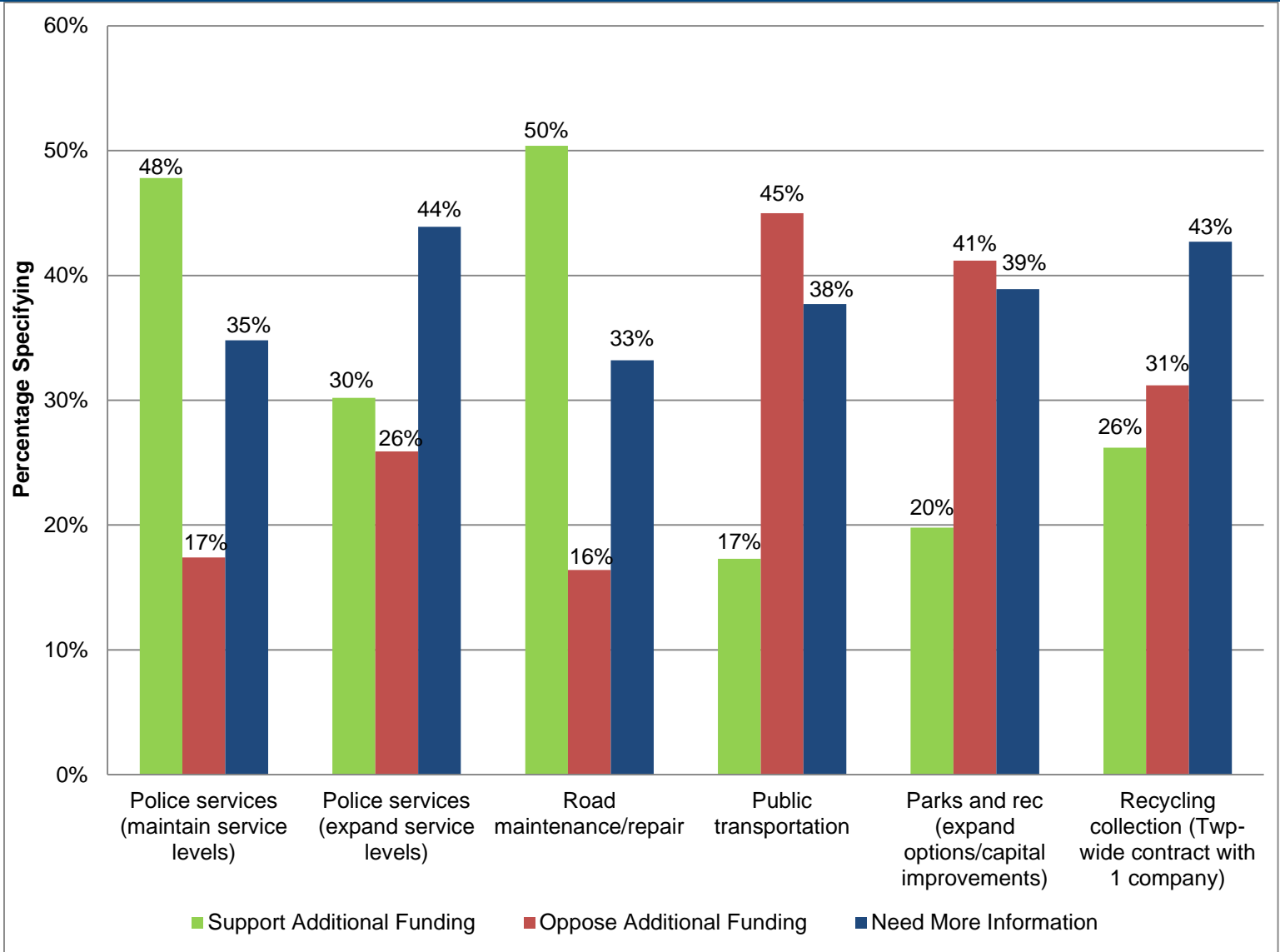
## Preferred Options for All Services



# Consideration of Future Options



# Interest and Support for Future Service Improvements





# Text Cloud: Additional Comments Regarding the Township

## Top Themes:

1. **Streets/Roads**
  - improve, better resurfacing
2. **Taxes**– too high, better usage of funds
3. **Neighborhood**
  - more sidewalks, biking access



**Note:** See full list of comments for context

# Implementing Results

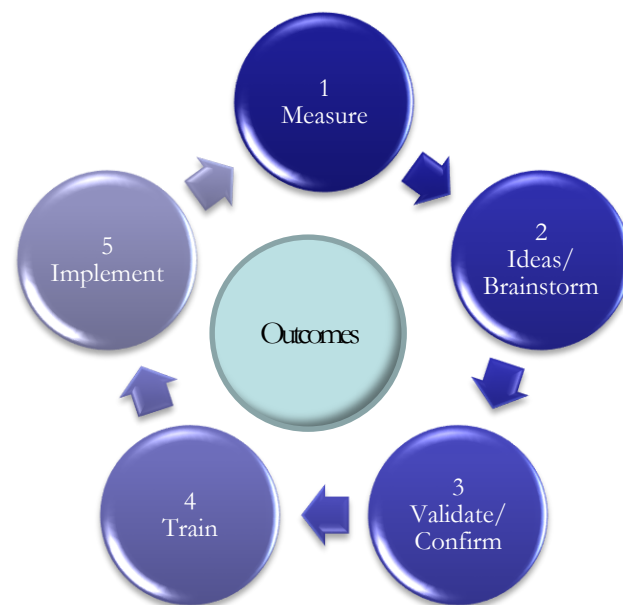
# Perception v Reality: Minimize Distortion or Fix Real Performance Issues



# Strategy is About Action: Improve Performance to Improve Outcomes

The diagram at the right provides a framework for following up on this survey.

- The first step (measurement) is complete. This measurement helps prioritize resources and create a baseline against which progress can be measured.
- The second step is to use internal teams to further analyze the results and form ideas about why respondents answered as they did and potential actions in response.
- The third step is to validate ideas and potential actions through conversations with residents and line staff – do the ideas and actions make sense. Focus groups, short special-topic surveys and benchmarking are helpful.
- The fourth step is to provide staff with the skills and tools to effectively implement the actions.
- The fifth step is to execute the actions.
- The final step is to re-measure to ensure progress was made and track changes in resident needs.





# Be Clear About Your Strategic Outcomes

What are the characteristics of an ideal community through residents' eyes?

Your residents want you to succeed.