



7275 W. MAIN STREET, KALAMAZOO, MI 49009
269-216-5220 Fax 375-7180 TDD 375-7198
www.oshtemo.org

**DOWNTOWN DEVELOPMENT AUTHORITY
Board of Directors - Regular Meeting**

**Oshtemo Community Center
6407 Parkview Avenue**

January 16, 2020
12:00 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Election of Officers - Office of Chair, Vice-Chair, Secretary, and Treasurer
4. Approval of Minutes: November 21st, 2019
5. Treasurer's Report:
 - a. November – December 2019 (unaudited)
6. Streetscape Update:
 - a. Corner property development
 - b. Seasonal Banners Contract with SignArt, Inc.
7. Village Theme Development Plan Update
8. Setting Dates and Times for the 2020 Open Houses
9. Announcements and Adjournment

Next Meeting **Thursday, March 19th, 2020**

**OSHTEMO CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS**

MINUTES OF THE MEETING HELD NOVEMBER 21, 2019

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, November 21, 2019. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview.

Members present: Grant Taylor, Bruce Betzler, Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Mike Lutke and Ryan Wieber

Members absent: Julie Hite, Rich MacDonald, Jack Siegel, and Dick Skalski.

Also present: Iris Lubbert, Planning Director, and Martha Coash, Meeting Transcriptionist

Others Present: OCBA representatives Ken Peregon and Paul Warwick, OCBA.

Approval of Agenda

Chairperson Taylor called the meeting to order and asked for a motion to approve the agenda.

Mr. Wieber moved to approve the agenda as presented. Mr. Corakis seconded the motion. The motion passed unanimously.

Approval of Minutes

Chairperson Taylor asked if there were additions or corrections to the minutes of the regular meeting of September 19, 2019 and October 10, 2019 (special meeting)

Hearing none, he asked for a motion.

Mr. Wieber moved to approve the Minutes of the Regular Meeting of September 19, 2019 and the Special Meeting of October 10, 2019 as presented. Mr. Cekola seconded the motion. The motion carried unanimously.

Treasurer's Reports for September - October, 2019 (unaudited)

The written report included invoices that reflected the main expenditures for the period of September – October, 2019 related to the corner property improvements and the Stadium Drive sidewalk. The first invoice request from the contractor for corner

property expenses was received in the amount of \$41,870.70 and two additional invoices from OCBA were received.

Chairperson Taylor explained an unexpected expense applied to the DDA budget in the amount of \$11,224.12 was repayment to the County for taxes collected in error for captured mils from the Juvenile Home fund that were not the DDA's to capture.

There were other administrative expenses related to accounting fees and maintenance costs associated with the Community Center.

Additional revenue was received for interest earned in the amount of \$7,855.89.

Ms. Lubbert noted that a more aggressive approach instituted by Mr. Taylor is resulting in a much better investment return for the Township/DDA.

Ms. Heiny-Cogswell moved to approve the Treasurer's Reports for October - November, 2019 as presented. Mr. Lutke seconded the motion. The motion carried unanimously.

Streetscape Update

a. Corner Property Development (OCBA Presentation)

Mr. Warwick of OCBA provided an update on the corner property development project. He reported slower progress than hoped for but that the sign logo and lettering were up.

Before the road commission will provide the R.O.W. permit, the final application and additional review fee need to be submitted. They are requiring that work be done by a MDOT certified electrician to adjust the traffic control manholes. Prein & Newhof are preparing that application for resubmittal which will require an additional fee quoted at \$1472.21 to be billed as a reimbursable expense. Additional landscape work the road commission was requiring for traffic control has been abandoned.

Ms. Lubbert added an electrical permit will also be needed.

The concrete work is also dependent on the R.O.W. permit; the subcontractor for that work indicated they are unavailable for the next couple of weeks. With December approaching this brings concern as freezing temperatures can cause cracking in newly poured concrete. In addition there would be an additional \$6000 charged for cold weather concrete and the work would not be guaranteed by the subcontractor.

He said Consumers has met with them on site and will be submitting a fee proposal and a schedule for a service line from the meter to the pole.

Mr. Warwick indicated some other work can be done during the cold season as weather allows, including adjusting traffic control manholes, electrical service, rough grading and topsoil, sign wall cap.

Spring 2020 work could include concrete walks, furniture and irrigation, landscaping, seeding, final cleanup and restoration.

After discussion it was agreed it would be better to pour concrete in the spring because of lack of the unavailability of the contractor, additional cost, and the possibility of damage to the newly poured concrete over the winter which would not be warrantied.

Chairperson Taylor determined the change order amount for the quote of \$1471.21 for the traffic control manhole adjustment, needed approval and asked for a motion.

Mr. Corakis moved to approve the quote for the traffic control manhole adjustment in the amount of \$1471.21. Mr. Betzler seconded the motion. The motion carried unanimously.

b. Street Light Conversion to LED discussion (Update from Mr. Skalski)

Chairperson Taylor noted Mr. Skalski was unable to attend the meeting, but has been working diligently with Consumers Energy on a cost to convert lighting from Meridian down to N Avenue, but learned today from Mr. Corakis the great news that it has already been converted, as well as 9th Street which the DDA was also looking to do. They also completed lighting on Stadium to 6th Street and even added more lights.

Ms. Heiny-Cogswell indicated she knew Mr. Skalski had been working on a price for the work that is already done and observed Consumers has apparently not been communicating between their departments.

Chairperson Taylor said Mr. Skalski was also working on determining what portion of the \$200,000 paid by the Township for conversion was within the DDA. Once this is known the DDA would reimburse the Township, likely between \$40,000 and \$60,000, so the Township can do more conversions. That bill will likely come to the DDA in the spring for consideration.

Mr. Corakis noted he would like to see more lights on 9th Street by the park. It is still dark there and poles are already in place.

The Chair indicated Mr. Skalski is also working on trying to determine what the cost might be to bury some of the lines. A few years ago an estimate to bury the lines at the 9th Street and Stadium Drive corner was about \$400,000. That investigation will be continued in the spring.

Village Theme Development Plan Update

Ms. Lubbert reported the public hearing was scheduled for the Planning Commission's November meeting which was cancelled for lack of a quorum. However, it is moving forward and will be included on the December Planning Commission meeting agenda.

2020 Meeting Dates

Chairperson Taylor noted the 2020 meeting dates needed to be approved. The proposed schedule for the traditional third Thursday every other month at noon was as follows:

January 16
March 19
May 21
July 16
September 17
November 19.

Ms. Heiny-Cogswell moved to approve the 2020 Meeting Dates as proposed. Mr. Corakis seconded the motion. The motion carried unanimously.

Announcements and Adjournment

Chairperson Taylor broached the subject of banners for the holiday season.

Ms. Lubbert said she and Ms. Johnston determined there was no formal contract and that the banners have not been changed all year. She reported that she and Ms. Johnston have been in contact with the vendor about the situation who said that the holiday banners will be put up as soon as possible.

The Chair noted there is \$2000 in the budget for the current year but that no charges have been submitted. It was also noted that the holiday banners were still not up.

Ms. Lubbert noted that the vendor is still interested in providing service. She will reach out to them again to discuss a contract and about getting the holiday banners up as soon as possible.

The group agreed not to put decorations up at the corner this holiday season.

Ms. Lubbert reported the roof on the Chime School building has been replaced and some trees removed from the property.

She added that a prospective buyer reached out to Ben Clark, the Township's Zoning Administrator. They will meet Monday, November 25th at 11:00 a.m. at the Township Hall. The prospective buyer wants to talk about zoning requirements.

It was unclear whether the prospective buyer is Mr. Riggins or someone else.

It was agreed those available sub-committee members will attend the meeting on the 25th.

Chairperson Taylor reminded the group they had agreed they would not be interested in committing the Board to anything until an environmental impact study and a structural analysis were done.

Ms. Lubbert reported she had the legal description of the corner property back and has forwarded it to the church board, hopefully for signature.

The Chair explained the memo of understanding was that the shared cost of the demolition of the car wash would be squared by the church by ceding \$45,000 worth of land to the DDA. Once the agreement is signed, the new DDA area will be sodded in the spring. This arrangement was put on hold while negotiations were underway for the DDA to possibly buy the whole property. When an agreement on price could not be reached, the memo of understanding was advanced. He still thinks an agreement for purchase may be worked out in the future.

Since this was Ms. Lubbert's first DDA meeting as Planning Director, she and board members briefly introduced themselves.

Ms. Heiny-Cogswell explained it is the time of year the Township appoints members to the various Boards. She explained the DDA Board has had 13 members though there are currently 11. Bylaws allow between 8 and 12 members, plus the Supervisor. They are thinking they will shrink membership at this time and at the same time send out letters to people in the area inviting participation. A majority of members with interest or property within the DDA boundaries must be maintained; the rest can be at large.

She also reported feedback from both the Township and DDA on the sidewalk project has been given to Prein & Newhof some of which has been incorporated. The

Township has authorized additional design work for signal lights at the private drive at Hope Woods, outside of the DDA, across from Venture Park Road, a key intersection. The Township is providing the total cost of \$5000 to P & N for that work, since it is outside of the DDA.

There being no further business, Chairperson Taylor adjourned the meeting at 12:41 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: November 22, 2019
Minutes Approved:



January 9, 2020

To: DDA Board

**From: Iris Lubbert, AICP
Planning Director**

Re: November – December Treasurer's Report

Attached you will find the Treasurer's Report for November – December 2019, unaudited.

The main expenditures for this two-month period are related to the corner property improvements (\$2,376.95) and the Stadium Drive sidewalk (\$7,122.71). We also received our second invoice request from Wade Trim for the DDA Village Theme Plan Review, invoices for staff and accounting services, along with the monthly lawn service invoices from S&T Lawn Service Inc.

The DDA did receive additional revenue in the amount of \$976.09 in Interest Earned.

**Attachment: November – December Treasurer's Report
Invoices**

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report November - December, 2019
Unaudited

REVENUES	2019 Budget	Previous Activity	Activity this Period	Actual Available Balance
Carryover	\$457,250.00	\$0.00	\$0.00	\$457,250.00
Property Tax Revenue	\$146,000.00	\$126,216.65	\$0.00	\$126,216.65
Interest Earned	\$3,000.00	\$7,855.89	\$976.09	\$8,831.98
TOTAL REVENUES	\$606,250.00	\$134,072.54	\$976.09	\$592,298.63

EXPENDITURES	2019 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance per 2019 Budget	Percent Used
Staff	\$2,000.00	\$1,000.00	\$500.00	\$1,500.00	\$500.00	75.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$750.00	\$750.00	\$0.00	\$750.00	\$0.00	100.00%
Consultants	\$30,000.00	\$0.00	\$337.62	\$337.62	\$29,662.38	1.13%
Accounting & Auditing Fees	\$2,000.00	\$1,250.00	\$150.00	\$1,400.00	\$600.00	70.00%
Legal Fees	\$2,000.00	\$322.50	\$60.00	\$382.50	\$1,617.50	19.13%
Legal Notices	\$500.00	\$60.00	\$0.00	\$60.00	\$440.00	12.00%
Miscellaneous	\$0.00	\$11,224.12	\$0.00	\$11,224.12	-\$11,224.12	0.00%
Repairs & Maintenance	\$8,000.00	\$1,872.89	\$536.00	\$2,408.89	\$5,591.11	30.11%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>	<i>0.00%</i>
<i>Lawn care and maintenance</i>	<i>\$4,000.00</i>	<i>\$1,728.00</i>	<i>\$536.00</i>	<i>\$2,264.00</i>	<i>\$1,736.00</i>	<i>56.60%</i>
<i>Millard's Way snow removal</i>	<i>\$2,000.00</i>	<i>\$144.89</i>	<i>\$0.00</i>	<i>\$144.89</i>	<i>\$1,855.11</i>	<i>7.24%</i>
Capital Outlay/Obligated Projects	\$510,000.00	\$103,380.54	\$9,499.66	\$112,880.20	\$397,119.80	22.13%
<i>Corner site improvement construction</i>	<i>\$400,000.00</i>	<i>\$41,870.70</i>	<i>\$422.50</i>	<i>\$42,293.20</i>	<i>\$357,706.80</i>	<i>10.57%</i>
<i>Corner site improvement construction docs & admin.</i>	<i>\$70,000.00</i>	<i>\$44,046.17</i>	<i>\$1,954.45</i>	<i>\$46,000.62</i>	<i>\$23,999.38</i>	<i>65.72%</i>
<i>Stadium Drive sidewalk documents</i>	<i>\$30,000.00</i>	<i>\$17,463.67</i>	<i>\$7,122.71</i>	<i>\$24,586.38</i>	<i>\$5,413.62</i>	<i>81.95%</i>
<i>Façade grant program</i>	<i>\$10,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$10,000.00</i>	<i>0.00%</i>
Capital Outlay/Obligated Projects	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
<i>Stadium Drive sidewalk easement acquisition</i>	<i>\$50,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$50,000.00</i>	<i>0.00%</i>
TOTAL EXPENDITURES	\$606,250.00	\$108,635.93	\$11,083.28	\$130,943.33	\$475,306.67	21.60%

ACTUAL NET BALANCE (Actual Available Balance - Total Expenditure)	\$461,355.30
FUND EQUITY	\$326,823.03
TOTAL CASH BALANCE	\$788,178.33

**Oshtemo
Township**
7275 W. Main
Kalamazoo MI, 49009



Bill To:
Oshtemo Downtown Development Authority
7275 West Main
Kalamazoo, MI 49009

INVOICE # 10075

Date: October 1, 2019

STATEMENT

Invoice #	Description	Rate	Quantity	Due	Balance
10075	Planning Staff				
	3rd Quarter 2019	\$500	1	\$500.00	\$500.00
	3rd Quarter 2019 Legal Support				
	July 2019	\$150	.40	\$60.00	\$60.00
	August 2019	\$150	-0-	\$0.00	\$0.00
	September 2019	\$150	-0-	\$0.00	\$0.00
Total Due					\$560.00

"Staff"
"legal fees"

PAST DUE BALANCE

Invoice #	0-30	30-60	60-90	90+
10075	\$560.00			

Please make all checks payable to: **Oshtemo Township**
Invoice # 10075

Attention:
Oshtemo Twp Treasurer's Office
7275 W Main
Kalamazoo MI, 49009

Total Due: \$560.00

Req: # 000012658



2851 Charlevoix Drive SE • Suite 108 • Grand Rapids, MI 49546
616.956.3304 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: AICP Julie Johnston
Planning Director
Oshtemo Charter Township
7275 W. Main Street
Kalamazoo, MI 49009

Invoice : 3014513
Invoice Date : 11/19/2019
Project : OSH600201N
Project Name : DDA Village Theme Plan Rvw & Update

For Professional Services Rendered Through 11/3/2019

DDA Village Theme Plan Review & Update

Fee	% Complete	Billings		
		To Date	Previous	Current
32,900.00	100.00	32,900.00	32,224.75	675.25

Current Billings	675.25
Amount Due This Bill	675.25

50%
337.62

Total Fee :	32,900.00
To Date Billings :	32,900.00
Total Remaining :	0.00

Siegfried Crandall PC

Certified Public Accountants & Advisors

246 E. Kilgore Road
Portage, MI 49002-5599
www.siegfriedcrandall.com

Telephone 269-381-4970
800-876-0979
Fax 269-349-1344

CHARTER TOWNSHIP OF OSHTEMO
7275 WEST MAIN STREET
KALAMAZOO, MI 49009

Invoice Number: 100994
Client ID: 6870

Date: 10/31/2019
Payable upon receipt

Professional services during the month of October 2019, which included the following:

Joel - assistance with June reconciliation (4 hours @ \$150)	600.00
Steve - capital plan spreadsheets (6 hours @ \$200)	1,200.00

Breakdown by fund:

PO# 11651 ✓ 101 - \$ 900 - PO# 11624 ✓
 107 - 100
 PO# 11677 ✓ 206 - 100 } PO# 11630 ✓
 207 - 100 }
 211 - 50 }
 PO# 11689 ✓ 249 - 100 - PO# 11642 ✓
 490 - 200
 491 - 200
 900 - 50 - PO# 11618

\$1,800
=====

New Charges:	\$1,800.00
Plus Prior Balance:	\$0.00
New Balance:	\$1,800.00

<u>10/31/2019</u>	<u>09/30/2019</u>	<u>08/31/2019</u>	<u>07/31/2019</u>	<u>06/30/2019+</u>
1,800.00	0.00	0.00	0.00	0.00

Unpaid balances after 60 days subject to interest at 1% per month, minimum of \$1.00

Siegfried Crandall PC

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Fax 269-349-1344

CHARTER TOWNSHIP OF OSHTEMO
7275 WEST MAIN STREET
KALAMAZOO, MI 49009

Invoice Number: 101080
Client ID: 6870

Date: 11/30/2019
Payable upon receipt

Professional services during the month of November 2019, which included the following:

Steve - assistance with CVTRS reporting (6 hours @ \$200)	1,200.00
Steve - assistance with capital plan - final (2 hours @ \$200)	400.00
Joel - July cash assistance; assistance with tax account (8 hours @ \$150)	1,200.00

Breakdown by fund:

✓ PO# 11651 - 101 - \$2,000 - PO# 11624 ✓
 ✓ PO# 11677 - 107 - 100
 206 - 100
 207 - 100 } PO# 11630 ✓
 211 - 100
 249 - 100 - PO# 11642 ✓
 ✓ PO# 11689 - 490 - 100
 491 - 100
 900 - 100 - PO# 11618

 \$2,800
 =====

New Charges:	\$2,800.00
Plus Prior Balance:	\$0.00
New Balance:	\$2,800.00

<u>11/30/2019</u>	<u>10/31/2019</u>	<u>09/30/2019</u>	<u>08/31/2019</u>	<u>07/31/2019+</u>
2,800.00	0.00	0.00	0.00	0.00

Unpaid balances after 60 days subject to interest at 1% per month, minimum of \$1.00

S&T Lawn Service Inc.

(269) 375-0334
 3393 South 6th Street
 Kalamazoo, MI 49009

Invoice

Bill To:
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

Date:	10/31/2019
Invoice #:	17188
Terms:	Net 15

Regarding:	9th Street and Stadium Dr. Lot
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
10/1/2019	10/01/2019 -- Fertilizing	1	0.00	0.00
10/4/2019	10/04/2019 -- Weeding	1	0.00	0.00
10/4/2019	10/04/2019 -- Lawn Mowing & Trimming	1	0.00	0.00
10/11/2019	10/11/2019 -- Lawn Mowing & Trimming	1	0.00	0.00
10/18/2019	10/18/2019 -- Weeding	1	0.00	0.00
10/18/2019	10/18/2019 -- Lawn Mowing & Trimming	1	0.00	0.00
10/25/2019	10/25/2019 -- Lawn Mowing & Trimming	1	0.00	0.00
10/31/2019	10/31/2019 -- Lawn Service - Monthly Installment	1	268.00	268.00

Total	\$268.00
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Thank you for your business.

PO# 11809

S&T Lawn Service Inc.

(269) 375-0334
3393 South 6th Street
Kalamazoo, MI 49009

Invoice

Bill To:
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

Date: 11/30/2019

Invoice #: 17255

Terms: Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
11/1/2019	11/01/2019 – Clean Up:Fall	1	0.00	0.00
11/30/2019	11/30/2019 – Lawn Service - Monthly Installment	1	268.00	268.00

Total **\$268.00**

Thank you for your business.



**OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO MI 49009-8210**

Amount Due: \$422.50
Please pay by: December 05, 2019

Invoice Number	9316982163
PO Number	
PO Date	
Bill Date	11/21/19

Account: 3000 1660 0540

▶ 6520 STADIUM DR KALAMAZOO - - NOTIFICATION NUMBER (s): - 1050501582 - - - - -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Underground Srvc General Srvc	65.0 FT	\$6.50	\$422.50

TOTAL DUE: \$422.50

See Page 2 for Payment Options.
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Sarah T Curry -(269) 337-2393 -



Invoice

Date	Invoice #
10/31/2019	41801.00-16

Bill To
Downtown Development of Oshtemo Township c/o Charter Township of Oshtemo Grant Taylor 7275 West Main Street Kalamazoo MI 49009

Project		P.O. No.	Terms
041801 Oshtemo Village Corner Plaza			
Quantity	Description	Rate	Amount
1	EPI-Oshtemo DDA Corner Property, Electrical Contract Admin-Sept Work	840.00	840.00
1	Prein Newhof-RcKC and Monitoring Well Issues-Sept Work	830.00	830.00
1	Prein/Newhof-Services related to RCKC Permitting Assistance-Oct Work	284.45	284.45
#41801.00 Current Invoice 1,954.45 Previously Billed Invoices 39,905.50		Total	\$1,954.45

O'Boyle, Cowell, Blalock & Associates, Inc.
 350 E. Michigan Ave, Suite 415
 Kalamazoo, MI 49007
 Ph. (269) 381-3357 / Fx. (269) 381-2944
 bookkeeping@ocba.com

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

Invoice

3355 Evergreen Drive NE Grand Rapids, MI 49525
t. 616-364-8491 f. 616-364-6955 preinnewhof.com

OSHEMO CHARTER TOWNSHIP
LIBBY HEINY-COGSWELL
7275 W MAIN ST
KALAMAZOO, MI 49009-8210

Invoice number 52354
Date 11/04/2019

Project 2180386 STADIUM DRIVE-ONE WAY
PATH

BILLING PERIOD: 9/29/19 TO 10/26/19

PROFESSIONAL SERVICES RELATED TO
DESIGN AND RCKC COORDINATION

RCKC TAP = \$ 9,652.80
DDA TAP = \$ 522.50

	Hours	Rate	Billed Amount
SENIOR TECHNICIAN	9.50	95.00	902.50
TECHNICIAN III	1.50	80.00	120.00
SENIOR TECHNICIAN III	3.00	125.00	375.00
SENIOR PROJECT MANAGER	0.50	137.00	68.50
ENGINEER	86.00	95.00	8,170.00
SURVEYOR	5.50	95.00	522.50
subtotal	106.00		10,158.50
Miles			Billed Amount 16.80
Invoice total			10,175.30

DDA 70%

7,122.71

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



January 9, 2020

To: DDA Board

**From: Iris Lubbert, AICP
Planning Director**

Re: Seasonal Banners Contract with SignArt Inc.

In the past the DDA has had a gentleman's agreement with SignArt, Inc. to install, rotate, and store their four seasonal banners within their district. However, it has come to staff's attention that in the last year SignArt, Inc. had not been rotating these banners in a timely manner. After discussion with SignArt, Inc. it was agreed that entering into a contract would be the best approach to avoid this issue in the future. SignArt, Inc. has provided a sample contract, images of the four types of banners, along with four proposed dates for when the banners would be rotated. The DDA Board is asked to review and provide feedback on the attached sample contract and proposed banner rotation dates. Staff recommends that the final, agreed upon rotation dates are incorporated into the contract.

**Attachment: Sample contract
Images of banners with proposed rotation dates**



QUOTATION & PURCHASE CONTRACT

CONTRACT # SV4026070

QUOTATION DATE 4/28/2014

Page 1 of 2

DRAWING #

COMPANY SignArt, Inc.
5757 EAST CORK STREET
KALAMAZOO, MICHIGAN 49048
Phone: 800.422.3030 - Fax: 269.381.0999

PURCHASER OSHTEMO CHARTER TOWNSHIP OT04 LOCATION OSHTEMO CHARTER TOWNSHIP
7275 W. MAIN ST. 7275 WEST MAIN STREET
KALAMAZOO, MI 49009 KALAMAZOO, MI 49009

ATTENTION LINDA IGNASIAK 269.375.4260 CONTACT

SignArt, Inc., a Michigan Corporation, proposes to manufacture, and or deliver, and or install and maintain for the above-named customer the items described below subject to the terms and conditions set for on the last page hereof. Prices quoted are for items listed only and do not reflect any quotations or contractual arrangements for freight, installation, connection, foundations or steel supporting structures unless specifically itemized.

Table with 6 columns: Item, Description of Work, Product, Installation, Pkg/Crate, Total. Rows include BANNER SWAP - 1 through 4, NOTE, Other Charges, and Tax.

See attached SignArt Inc. Warranty Statement and Additional Terms and Conditions, dated August, 2005

Accepted for Purchaser and Payment Personally Guaranteed by:

TOTAL AMOUNT: \$1,520.00

X

DEPOSIT:

Signature Print Title Date

Accepted for SignArt, Inc. by:

BALANCE: \$1,520.00

(to be paid upon completion)

Signature Print Title Date

If COMPANY affects the manufacture and installation of the sign: COMPANY warrants the sign against defective workmanship and materials for one (1) year from date of installation. Electronic ballasts are warranted for a period of 4 years from date of installation. Labor for the replacement of transformers, ballasts, and electrical equipment is warranted for six months from date of installation. This warranty is null and void if customer or any person performs work on sign without company's written authorization. If the product is purchased for shipment only, then: COMPANY warrants the products quoted, excluding lamps, neon and rare gas tubing, against defective workmanship and materials for one (1) year from date of shipment. Labor for replacement of transformers, ballasts and electrical equipment is not included therein.

Whenever there is any circumstance on which a claim might be based, COMPANY must be informed in writing, within ten (10) days, or the provisions of this warranty are null and void. No allowance will be made for expense incurred by PURCHASER in repairing any defective material or supplying any missing parts except on the prior written consent of COMPANY. Any part found by COMPANY to be defective due to faulty workmanship or materials, if returned within the warranty period, will be repaired or replaced, F.O.B. point of production. COMPANY reserves the right to repair or replace, in whole or in part. If the replacement part is shipped prior to receipt of the returned part, a charge for the replacement part shall be made pending return and examination of the part claimed defective. COMPANY shall not be liable for any damages or losses other than the replacement of such defective work or material.

NO OTHER WARRANTIES ARE MADE. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OF COMPANY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NEITHER COMPANY NOR THE MANUFACTURER OF ANY PRODUCTS COVERED HEREUNDER ASSUMES, OR AUTHORIZES ANY PERSON TO ASSUME, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

ADDITIONAL TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. COMPANY shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for any defects caused thereby.

2. The PURCHASER agrees to obtain, at his sole expense, all necessary governmental permits and/or all necessary permits from the building owner and/or others whose permission is required for the installation of this sign, and he assumes all liability with regard to same, and all liability, public and otherwise, for damages caused by the sign or by reason of it being on or attached to the premises. PURCHASER agrees to secure all necessary permission or use of all registered trademarks or copyrights used on the sign. All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be of the required voltage, and in compliance with local, state and national electric codes. They will be properly fused and installed at the expense of the PURCHASER. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK, UNSTABLE SOIL, MOISTURE, OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.

3. Any items not shipped or installed on or before 90 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice on receipt. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the sign commencing at the end of said 90-day period. COMPANY at its option, may invoice for that portion of the work completed during any given month.

No item is to be held beyond 90 days after completion. In the event that size and weight of any item prohibits storage by COMPANY on its own property, PURCHASER must make arrangements for shipments immediately upon completion.

4. Payment for items purchased under the terms of this contract will be made on receipt of invoice as submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge ten (10) days from invoice date, at 1 ½% per month compounded monthly. In the event this contract is placed for collection or if collected by suit, reasonable attorney's fees shall be added.

5. All applicable taxes payable under the laws of the State and local jurisdictions into which the property is to be delivered or installed as mentioned herein shall be added to the price quoted if not already noted.

6. COMPANY will not be responsible for delays in shipments caused by delays created by suppliers, transportation service, or labor disputes, or due to other circumstances beyond its control.

7. All shipments will be made freight collect unless PURCHASER specifies otherwise, which specification must be in writing signed by COMPANY and PURCHASER. If PURCHASER requests the shipment to be prepaid, PURCHASER will be designated as the shipper. If PURCHASER requests COMPANY to prepay the freight charges, or if the Interstate Commerce Commission regulations permit a common carrier to demand the COMPANY prepay the freight charges, COMPANY will bill the freight charges to purchaser at actual cost plus a fifteen percent (15%) service charge. COMPANY'S responsibility for safe delivery of goods ceases when goods are accepted by the carrier. Freight claims must be filed with carrier by PURCHASER. PURCHASER is cautioned to examine and test each item when received, note any damage or shortage on the freight delivery receipt, and request an immediate inspection by the carrier's claim department to facilitate filing of the claim.

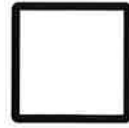
8. Title to all materials and property covered by this contract shall remain in COMPANY and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. COMPANY is given an express security interest in said material and property, both installed and uninstalled, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default of PURCHASER, including, but not limited to payment of any amounts due and payable, COMPANY may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used, or intended for use, in the construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

9. This Agreement shall be governed by the laws of Michigan and should litigation become necessary to enforce any of the provisions of this Agreement, the parties further agree that the site of such litigation will be Kalamazoo, Kalamazoo County, Michigan, the venue shall be deemed to be in Kalamazoo, Kalamazoo County, Michigan; and the Courts located there shall have jurisdiction over said litigation.

10. When this contract is signed by duly authorized persons of each party, all provisions contained herein become integral parts of this contract and there is no other agreement or understanding of any nature concerning same unless such other agreement or understanding is specifically incorporated herein by reference.



Oshtemo Banners



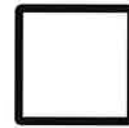
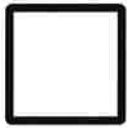
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Oshremo
Community PRIDE

GlasAssociates

SUNAS & SERVICE
469-181-8111

Blue sign on a utility pole



