

## DOWNTOWN DEVELOPMENT AUTHORITY Board of Directors - Regular Meeting

## Oshtemo Community Center 6407 Parkview Avenue

Thursday, March 19, 2020 12:00 p.m.

#### **AGENDA**

- 1. Call to Order
- 2. Approval of Agenda
- 3. Approval of Minutes: January 16, 2020
- 4. Public Comment
- 5. Treasurer's Report: January February 2020 (unaudited)
- 6. Contract with S&T Lawn Service Parkview Hall
- 7. Project Updates:
  - a. Corner Property Development
  - b. Village Theme Development Plan
  - c. Sidewalks
- 8. May Open House Coordination Public Act 57 of 2018
- 9. New or Other Business
- 10. Announcements and Adjournment

Next Meeting Thursday, **May 21<sup>st</sup>, 2020** (Proposed change to Thursday, May 14<sup>th</sup>, 2020)

## OSHTEMO CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

#### DRAFT MINUTES OF THE MEETING HELD JANUARY 16, 2020

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, January 16, 2020. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview.

<u>Members present</u>: Grant Taylor, Bill Cekola, Themi Corakis, Rich MacDonald, Jack Siegel, Dick Skalski and Ryan Wieber.

Members absent: Bruce Betzler, Libby Heiny-Cogswell, Julie Hite, and Mike Lutke.

<u>Also present</u>: Iris Lubbert, Planning Director, Josh Owens, Assistant Supervisor, and Martha Coash, Meeting Transcriptionist

#### **Approval of Agenda**

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

Mr. MacDonald <u>moved</u> to approve the agenda as presented. Mr. Skalski seconded the motion. The motion passed unanimously.

#### **Election of Officers: Chair, Vice Chair, Secretary and Treasurer**

Chairperson Taylor indicated he and the other current officers were willing to continue in their same capacities for 2020.

Hearing no other nominations, the Chair asked for a motion.

Mr. Skalski moved to approve the following slate of officers for 2020:

Mr. Taylor, Chair

Mr. MacDonald, Vice Chair

Mr. Corakis, Treasurer

Mr. Betzler, Secretary

Mr. MacDonald <u>supported the motion</u>. The <u>motion was approved unanimously</u>.

#### **Approval of Minutes**

Chairperson Taylor asked if there were additions or corrections to the minutes of the Regular Meeting of November 21, 2019. Hearing none, he asked for a motion.

Mr. Cekola <u>moved</u> to approve the Minutes of the Regular Meeting of November 21, 2019 as presented. Mr. Skalski <u>seconded the motion</u>. The <u>motion carried unanimously</u>.

#### a. Treasurer's Report for November - December, 2019 (unaudited)

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

The DDA received additional revenue from interest earned in the amount of \$976.09.

She indicated a budget amendment would be needed to provide funds for 2020 invoices for corner property expenses.

Mr. Skalski <u>moved</u> to approve the Treasurer's Reports for November - December, 2019 as presented. Mr. Siegel <u>seconded the motion</u>. The <u>motion carried unanimously</u>.

#### b. 2020 Budget and Proposed Amendment

Ms. Lubbert noted the 2020 DDA budget did not include funds for the "corner site improvement construction" project which was part of the 2019 budget. There are several invoices anticipated before the closeout of the project.

In addition, the owner of the remainder of the site has indicated that the church is still interested in development and further exploring a partnership with the DDA. They plan to send a "letter of intent." She recommended utilizing the available balance from 2019, \$381,706.18 from the fund equity, for 2020 to cover any remaining expenses for the ongoing corner site project as well as for any future development at this overall location. If endorsed by the DDA, the budget amendment would go to the Township Board for approval.

In response to a question from Mr. Skalski, Chairperson Taylor indicated street lighting is not currently included in the 2020 budget and will require a budget amendment at a later date to pay the Township back for expenses if needed.

Mr. Corakis confirmed additional work at the corner lot will be postponed until there is a thaw. He also mentioned issues with glare from the lights at the corner that have been brought to the attention of the Ordinance Enforcement Officer. Visors are being considered to alleviate that problem.

Chairperson Grant said OCBA will facilitate what is needed for the Road Commission regarding right-of-way at the corner property.

The group discussed several criticisms received from the public regarding the new permanent Oshtemo Village sign. It was agreed that the sign will be considered for changes next summer after the project, including plantings, is completed.

Mr. Skalski <u>moved</u> to approve a budget amendment to carryover \$380,000 from the DDA's fund equity to the appropriate line items in the 2020 budget for expenses related to corner property development and possible further development opportunities with the church. Mr. Corakis <u>seconded the motion</u>. The <u>motion carried unanimously</u>.

#### Streetscape Update

#### a. Corner Property Development

Ms. Lubbert reported that although the property line re-description was finalized for reimbursement for the car wash demolition by the church, it was discovered that the legal description was incorrect and must be redone.

She said she had a congenial conversation with the church's representative, Mr. Selkirk, who indicated he will be talking with the church about moving forward with the original plan.

Chairperson Taylor noted that when the plan was discussed previously, the responsibility for the storm drain within the project area was a concern for the church. We will see if they decide to move forward.

#### b. Seasonal Banners Contract with SignArt, Inc.

Ms. Lubbert indicated that in the past the DDA has had a gentleman's agreement with SignArt, Inc. to install, rotate, and store the DDA's four seasonal banners. In the last year the banners were not rotated in a timely manner. It was agreed with SignArt that entering into a contract would be the best approach to avoid this issue in the future. SignArt provided a sample contract for Board consideration. Ms. Lubbert recommended rotation dates be included in a one year contract to be signed by the Chair. SignArt reported the current banners are in very good condition and will not need replacement any time soon.

After discussion it was agreed that the banners should be changed each year in January, April, June, and November.

Mr. MacDonald <u>moved</u> to authorize Chairperson Taylor to sign the one year contract with SignArt, Inc.as proposed, not to exceed \$2,000.00, and specifying timely

rotation of seasonal signs in January, April, June and November. Mr. Skalski <u>seconded</u> the motion. The motion carried unanimously.

#### <u>Village Theme Development Plan Update</u>

Ms. Lubbert said the Village Theme Development Plan Update will be taken to the Township Board for a public hearing at their first meeting in February and that Ms. Julie Johnston will be present to answer any questions. She indicated it would be beneficial for DDA members to be present at the hearing. She will send a reminder of the date.

Mr. MacDonald said he attended several previous meetings when the Plan was discussed and plans to attend the hearing in the role of DDA member, business owner, and property owner.

#### **Setting Dates and Times for the 2020 Open Houses**

Chairperson Taylor reported new requirements mandate the DDA to hold open houses twice a year for which dates needed to be established.

Ms. Lubbert explained state law requires transparency regarding what the DDA is doing with their funds. Two Open House formatted events of two hours minimum length are needed. This will be a good avenue for disseminating information. They would likely need just Mr. Taylor and Ms. Lubbert to be present.

The Chair suggested the open houses be held in May with focus on the corner site plan, and in September regarding the sidewalk project.

Ms. Lubbert said she would bring a plan for consideration to the March DDA meeting regarding how to communicate the open house as well as general information to the public, targeting the DDA district.

#### **Announcements and Adjournment**

Mr. Skalski reported on a meeting with Consumers Energy regarding conversion of street lights within the DDA area.

Conversion has already been done on Stadium Drive from the east boundary west of U.S. 131 to at least 4<sup>th</sup> Street. He has requested a breakdown of cost for just Stadium Drive. 9<sup>th</sup> Street to Atlantic Ave. is included, but should be completed to I-94. He is asking for a cost for conversion as far as N Ave.

Chairperson Taylor noted 6-7 posts are already in place on 9<sup>th</sup> Street to N Ave., and at a ballpark cost of \$100 each for lights, the total cost should be about \$600-700.

Mr. Corakis added the new LED lights are rated to last 5 times longer and use 1/3 the amount of electricity as those being replaced.

The Chair said the Township Board is asking whether the DDA might be interested in funding a bus stop structure in front of Hite House. There was support for an initial investigation of feasibility.

In addition, a possible structure at Wally's, and whether the addition of bus structures could be tied into the sidewalk construction project were mentioned.

Ms. Lubbert suggested the open houses would be excellent venues to collect public input/feedback via survey and comment on various topics, including the addition of bus stops.

Mr. Corakis noted a survey should include a question determining if the responder is a property owner, tenant, or business owner to better assess their points of view.

There being no further business, Chairperson Taylor <u>adjourned the meeting</u> at 12:51p.m.

Oshtemo Charter Township Downtown Development Authority

Minutes Prepared: January 18, 2020

Minutes Approved:



March 11, 2020

To: DDA Board

From: Iris Lubbert, AICP

**Planning Director** 

Re: January – February Treasurer's Report

Attached you will find the Treasurer's Report for January – February 2020, unaudited.

The only expenditure for this two-month period is a \$50.00 fee for accounting services from Siegfried Crandall PC. Note that the \$380,000.00 in carryover funds approved at the previous DDA meeting to support ongoing and future Corner Site Improvements is also reflected in this report.

There are a few pending expenditures worth noting, outlined below.

- A contract has been entered into with SignArt for \$1,520.00 to store and switch out the DDA's banners for 2020, see attached. It is anticipated that an invoice for \$760.00 will be received in April to cover the expenses of the first two banner swaps.
- Oshtemo' Friends of the Park has officially submitted a request for the DDA to be a sponsor in this
  year's Music in the Park, see attached. The fee for being a Presenting Sponsor for this event is
  \$750.00. The DDA approved this expenditure in their 2020 budget and the payment to Oshtemo's
  Friends of the Park is currently being processed. This year's concert dates and performers are
  listed below.
  - o June 28 Corn Fed Girls
  - o July 12 The Bronk Bros
  - August 16 Last Gasp Collective

Attachment: January – February 2020 Treasurer's Report

Invoice from Siegfried Crandall PC

Contract with SignArt

Music in the Park 2020 - Invoice for Sponsorship

# DOWNTOWN DEVELOPMENT AUTHORITY Treasurer's Report January - February, 2020 Unaudited

REVENUES	2020 Budget	Previous Activity	Activity this Period	Actual Available Balance
Carryover	\$380,000.00	\$0.00	\$0.00	\$380,000.00
Property Tax Revenue	\$170,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$565,000.00	\$0.00	\$0.00	\$380,000.00

					Available Balance	
EXPENDITURES	2020 Budget	Previous Activity	Activity this Period	Total Expenditure	per 2020 Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
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	\$0.00	\$0.00	\$0.00	\$750.00	0.00%
Consultants	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Accounting & Auditing Fees	\$2,000.00	\$0.00	\$50.00	\$50.00	\$1,950.00	2.50%
Legal Fees	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Repairs & Maintenance	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
Banner rotation/storage/maintenance	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Lawn care and maintenance	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
Millard's Way snow removal	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Capital Outlay/Obligated Projects	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	0.00%
Corner site improvement construction/documents/admin.	\$380,000.00	\$0.00	\$0.00	\$0.00	\$380,000.00	0.00%
Stadium Drive sidewalk documents	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Façade grant program	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Capital Outlay/Obligated Projects	\$110,000.00	\$0.00	\$0.00	\$0.00	\$110,000.00	0.00%
Property Acquisition	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
Stadium Drive sidewalk easement acquisition	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
TOTAL EXPENDITURES	\$546,250.00	\$0.00	\$50.00	\$0.00	\$546,200.00	0.01%

CARRY OVER	\$380,000.00
FUND EQUITY	\$408,178.33
TOTAL CASH BALANCE	\$788,178.33

## Siegfried Crandall<sub>PC</sub>

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:

101333

Client ID:

6870

Date:

01/31/2020 Payable upon receipt

Professional services during the month of January 2020, which included the following: J. Frederickson - September bank reconciliation - 4.25 hours @ \$150

637.50

Less: discount

(37.50)

```
Po# 12776 Breakdown as follows:

Req # 12883 -107 - 50
206 - 50 - 8eq # 12884 PO# 12760

Reg # 12885 - 207 - 50 - Req # 12884 PO# 12760

249 - 50 - Req # 12886 PO# 12793

Reg # 12887 - [490 - 50]

Reg # 12887 - [491 - 50]

Po# 12770 \( \sqrt{900} - \sqrt{50} - \Req # 12888 \)

Po# 12770 \( \sqrt{900} - \sqrt{50} - \Req # 12888 \)

Po# 12785
                                                                                                    $600
                                                                                                        ===
```

**New Charges:** 

\$600.00

Plus Prior Balance:

\$0.00

New Balance:

\$600.00

01/31/2020	12/31/2019	11/30/2019	10/31/2019	09/30/2019+
600.00	0.00	0.00	0.00	0.00



#### QUOTATION & PURCHASE CONTRACT

0008166 CONTRACT #

11/26/2019 Page 1 of 1 QUOTATION DATE

SALESPERSON SJV

Salesperson Email svandersloot@signartinc.com

**BANNER SWAP** Cust PO#/Reference

LOCATION OSHTEMO CHARTER TOWNSHIP

7275 W. MAIN ST. KALAMAZOO, MI 49009

SignArt, Inc. COMPANY

**5757 EAST CORK STREET** KALAMAZOO, MICHIGAN 49048

Phone: 800.422.3030 Fax: 269.381.0999

PURCHASER OSHTEMO CHARTER TOWNSHIP 7275 W. MAIN ST.

KALAMAZOO, MI 49009

ATTENTION **IRIS LUBBERT**  (269)375-4260

**OT04** 

CONTACT

**IRIS LUBBERT** 

(269) 216-5232

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 condition 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.

ltem	Qty	UM	Description of Work	Part #	Price	Extension
001	1.00	EA	BANNER SWAP - 1 (JAN)	SA INSTALL	\$380.00	\$380.00
			Using one (1) man and 30' bucket truck, remove from SignArt provided 2'6" x 5'0" banners. Swap out existing banners locat village district. Return existing banners to SignArt inventory.			
002	1.00	EA	BANNER SWAP - 2 (APRIL)	SA INSTALL	\$380.00	\$380.00
			Using one (1) man and 30' bucket truck, remove from SignArt provided 2'6" x 5'0" banners. Swap out existing banners locat village district. Return existing banners to SignArt inventory.			
003	1.00	EA	BANNER SWAP - 3 (JULY)	SA INSTALL	\$380.00	\$380.00
			Using one (1) man and 30' bucket truck, remove from SignArt provided 2'6" x 5'0" banners. Swap out existing banners locat village district. Return existing banners to SignArt inventory.			
004	1.00	EA	BANNER SWAP - 4 (NOV)	SA INSTALL	\$380.00	\$380.00
			Using one (1) man and 30' bucket truck, remove from SignArt provided 2'6" x 5'0" banners. Swap out existing banners locat village district. Return existing banners to SignArt inventory.			
005	1.00	EΑ	NOTES			
			-Each banner swap to be invoiced separately.			
			-Exact dates to be determined.			

See attached SignArt, Inc. Warranty	Statement and Additional Terms and Conditions, dated August, 2014

-Banner support repairs, if necessary, to be authorized by customer and performed on a time and

Accepted for Purchaser and Payment Personally Guaranteed by:

Signatute

Accepted for SignArt, Inc.

materials basis.

TOTAL AMOUNT:

\$1,520.00

Print

Steve VanderSloot

Sales <u>Director</u>

03/12/20

(to be paid upon completion)

**DEPOSIT:** 

**BALANCE:** 

Signature SIGNART, INCORPORATED is an Equal Opportunity Employer.



### **Invoice**

To: Grant Taylor, Oshtemo Downtown Development Authority

From: Karen High, Oshtemo Township Parks Director

Date: February 23, 2020

RE: Invoice for Sponsorship - Music in the Park 2020

Amount: \$750

#### Grant,

On behalf of the Oshtemo Friends of the Parks, please accept our sincere gratitude to the Downtown Development Authority for again sponsoring our "Music in the Park" outdoor concert series at Flesher Field. *Please make your contribution of \$750 by May 30, 2020.* 

Checks should be made payable to <u>Oshtemo Friends of the Parks</u> and delivered to the attention of Karen High. Please contact me with any questions at (269) 216-5233 or <u>khigh@oshtemo.org</u>. Thank you!

cc: Iris Lubbert



March 11, 2020

To: DDA Board

From: Iris Lubbert, AICP

**Planning Director** 

Re: Contract with S&T Lawn Service – Parkview Hall

Attached you will find the 2020 lawn care maintenance proposal for Parkview Hall from S&T Lawn Service. This proposal is consistent with previous years and is within the DDA's allotted budget. Staff requests that the DDA Board consider the proposal.

Attachment: 2020 lawn care season proposal

#### LAWN MAINTENANCE PROPOSAL

Date

Authorized Signature

Property Name	Property Address			Date		
	D 1 : II II			T. 1		
Oshtemo Charter Township Parkview Hall Contact Person			Fax:	February 20, 2019 Effective Dates		
Karen High			April 1, 2020 - N		er 30. 2020	
maren mgn				riprii i, avav Trovonio	01 00, 2020	
			<u> </u>			
Lawn Maintenance			Additional Services			
	Price	Per	EXTRAS	Price	Per	
			Mulching of all beds &			
Mowing & Trimming	\$ 276.00	Month	tree rings	Included	Spring	
Blowing of Walks/Lots & Debris			Planting and Maintenance		Spring &	
Removal	n/a		of Annual Beds	Included	Fall	
THE COLUMN 1 A	7 1 1 1					
Weeding of Stone/Bark Areas	Included					
		Per Application - 5 Total:				
		Fertilizer (4), broadleaf weed control &				
Fertilizing/Weed Control	Included	crabgrass preventer (1)	Edging	n/a	Monthly	
Tree and Shrub Fertilizing	n/a		Pruning	n/a	2 Times/year	
			Vs-			
Spring Clean Up	Included	Once in spring	Brush Hog Service	n/a	Hour	
			Sprinkling System Start			
Fall Clean Up	Included	Twice in fall	Up & Shut Down	n/a		
Acceptance of Proposal:	The prices, specifications	and conditions are satisfa	ctory and are hereby accepted. You are authorized	to complete the work as specified.		
-						

#### S&T LAWN SERVICE, INC. QUALITY GUARANTEE

S&T Lawn Service, Inc. is committed to providing the highest quality service. If you are not satisfied with the results of our service and notify us within three (3) days after the date of service, we shall review the problem area and correct if deemed necessary.

#### STANDARD TERMS AND CONDITIONS

- 1. S&T Lawn Service, Inc. agrees to furnish labor and materials and is authorized by "authorized signer" to service the property at the address shown on the front of this agreement. Authorized signer ("Customer") represents and warrants to S&T Lawn Service that he/she has the authority to grant S&T Lawn Service the right to complete the services in accordance with this agreement. The services to be completed are detailed on the front of this agreement.
- 2. Some services completed by S&T Lawn Service, Inc. may require the watering and/or fertilizing of the material upon completion of contract. Customer agrees to assume all watering, fertilizing and maintenance responsibilities. All warranties are null and void if maintenance is not strictly adhered to by customer.
- 3. Because the size of your property is a significant factor in determining the cost of S&T Lawn Service's services, S&T Lawn Service may increase the specified charges proportionally to reflect any additional costs incurred should you add additional property under this agreement. If you do not agree to pay such additional costs, S&T Lawn Service may terminate this agreement by providing you thirty (30) days advance written notice. S&T Lawn Service shall not be obligated to service any additional property under this agreement until additional costs have been agreed upon.
- 4. In the event you fail to make payment when due, S&T Lawn Service, Inc. reserves the right to terminate this agreement. A late fee of equal to the lesser of 1.5% per month (18% A.P.R.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including reasonable attorney's fees and court costs.
- 5. You agree to notify S&T Lawn Service, Inc. in writing in the event that you sell the property which is subject of this agreement. This agreement shall be terminated upon receipt by S&T Lawn Service, Inc. of your written notice that you have sold the property.
- 6. S&T Lawn Service, Inc. is not responsible for any incidental, consequential, or special damages arising or resulting from the performance or nonperformance of any obligations under this agreement.
- 7. This agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on customer's order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
- 8. Effort will be made to effect services in a consistent and timely manner. S&T Lawn Service shall not be responsible for any delay or failure to deliver service caused wholly or in part by any cause not resulting from negligence on the part of S&T Lawn Service, Inc., including but not limited to fire, flood, accident, labor trouble, civil commotion, acts of terrorism, failure in equipment, product availability, inability to obtain fuel, power and/or raw materials. Fuel surcharges may be applied in the event of significant cost increases beyond the reasonable control of S&T Lawn Service, Inc.
- This service agreement is only valid if accepted by the customer within thirty (30) days of the date submitted to customer.
- 10. This service contract is subject to modification by us prior to acceptance by you.



March 11, 2020

To: DDA Board

From: Iris Lubbert, AICP

**Planning Director** 

Re: May Open House Coordination - Public Act 57 of 2018

Public Act 57 of 2018 requires that Downtown Development Authorities hold at least two informational meetings a year. These meetings do not have to be official Board meetings but can be designed as open houses to inform the public of the goals of the Board and the projects that the DDA is financing. At the DDA's previous meeting the Board agreed to hold one of these two public meetings in May of this year. At the DDA's March 19<sup>th</sup> regular meeting staff will present some ideas for an Open House format and asks that the logistics of the event be discussed so planning can commence.