



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**

**MEETING WILL BE HELD AT THE  
OSHTEMO COMMUNITY CENTER  
6407 PARKVIEW AVENUE**

**THURSDAY, JANUARY 20, 2022  
12:00 P.M.**

**AGENDA**

1. Call to Order and Roll Call
2. Approval of Agenda
3. Election of Officers - Chair, Vice-Chair, Secretary, and Treasurer
4. Approval of Minutes: November 18, 2021
5. Treasurer's Report:
  - A. November – December 2021 (unaudited)
  - B. 2022 Budget Amendments
6. Potential Project: New Road Connection
7. Project Updates
  - A. Stadium Drive Sidewalks:
    - i. North side
    - ii. South side
    - iii. Project Open House
  - B. Electric Vehicle Charging Station
  - C. VC and Village Form Based Code Amendment
8. Contract Renewal for DDA Seasonal Banners
9. Other Items
10. Public Comment
11. Announcements and Adjournment

Next Meeting: **March 17, 2022**

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

**DRAFT MINUTES OF A MEETING HELD NOVEMBER 18, 2021**

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held meeting at the Oshtemo Community Center, on Thursday, November 18, 2021. The meeting was called to order at approximately 12:00 p.m.

Members Present: Grant Taylor, Themis Corakis, Libby Heiny-Cogswell (attending virtually from Seattle WA), Dick Skalski, Ryan Wieber and Ryan Winfield.

Members absent: Bill Cekola, Julie Hite, Rich MacDonald, and Jack Siegel

Also present: Iris Lubbert, Planning Director, Josh Owens, Assistant Supervisor, and Martha Coash, Recording Secretary

Several Guests were present:

Ryan Russell, Prein & Newhof, Mike Lutke, and Mr. and Mrs. Lubbert

**Agenda**

Chairperson Taylor asked if there were any corrections or additions to the agenda. Hearing none, he asked for a motion.

Mr. Corakis made a motion to approve the agenda as presented. Mr. Skalski seconded the motion. The motion carried unanimously.

**Minutes**

Ms. Lubbert suggested a correction to the Treasurer's Report motion. It was incorrectly referred to as the Minutes that were being approved rather than the Treasurer's Report.

Hearing no further additions or corrections to the Minutes of the Virtual Meeting of September 16, 2021, Chairperson Taylor asked for a motion.

Mr. Wieber made a motion to approve the Minutes of the Meeting of September 16, 2021, with the correction as noted. Mr. Skalski seconded the motion. The motion carried unanimously.

**Treasurer's Report: September - October 2021 (unaudited)**

Ms. Lubbert presented the Treasurer's Report for September – October 2021, unaudited, noting all tax revenues for the year have been collected. Due to a Tax

Tribunal case, \$1,348.63 dollars were returned to 05-26-480-020 which belongs to MITN 6203 Stadium Drive; this was reflected as a negative value in the report.

Expenditures from this cycle totaled \$58,600.29. Payments included general operating expenditures, Stadium Drive Shared Use Path work, a down payment for holiday decorations, landscaping fees, and snow removal expenses from the winter of 2020-2021.

Mr. Corakis was concerned that 2020/21 snow removal was not billed until late summer of 2021.

Ms. Heiny-Cogswell explained the Township's maintenance staff had been short, but that they were now caught up and agreed the billing for snow removal should be done in May.

Mr. Skalski made a motion to approve the Treasurer's Report for September – October 2021, as presented. Mr. Skalski seconded the motion. The motion carried unanimously.

Chairperson Taylor moved to the next agenda item.

### **DDA Meeting Dates for 2022**

Ms. Lubbert proposed, and the group considered meeting dates for 2022:

**Downtown Development Authority (DDA)**  
**Third Thursday- every other month @ noon**  
**At the Oshtemo Community Center or virtually**

#### **2022 Meeting Dates**

**January 20<sup>th</sup>**

**March 17<sup>th</sup>**

**May 19<sup>th</sup>**

**July 21<sup>st</sup>**

**September 15<sup>th</sup>**

**November 17<sup>th</sup>**

Mr. Skalski made a motion to approve the Meeting Date Schedule for 2022 as proposed. Mr. Wieber seconded the motion. The motion carried unanimously.

## **PROJECT UPDATES:**

### **Stadium Drive Sidewalks Snow Removal**

Ms. Lubbert noted that at their regular July 15<sup>th</sup> meeting the DDA Board agreed the DDA should assume snow removal responsibility for the new sidewalks being installed along Stadium Drive.

She said one option is to enter into an agreement with the Township's Maintenance Department for \$0.0178 per frontage foot per snow occurrence. She provided the following comment from Rick Everett, Maintenance Director, regarding his response time for snow removal:

“And a note of service to all our customers – I strive to keep within the 48 hour window of having the walks cleared. With now 6 miles of sidewalks to clear that's 15 hour of snow blowing – two day of clearing sidewalks and that comes after the township fire stations, lots and rental facilities get done. Last year that goal was met except when we had to order parts for the snowblower; then we were about 6 hours late. So in other words, if it snows in the morning, most sidewalks won't be cleared in the morning, many will be done in the afternoon and that snowfall won't be finished until the following day.”

Another option is to go with a private contractor to do the work. Themis Corakis was able to get a proposal from Leonard Landscaping, attached. Staff has reached out to request a per foot cost for comparison purposes.

Mr. Corakis explained he also approached S & T for a proposal, but they are fully booked and declined to bid. Leonard Landscaping would remove snow anytime two or more inches collect at 6.5 cents per foot.

He suggested staying with the Township, noting people have been upset with the sidewalk installation and that the removal needs to be done in a timely manner.

The Chair agreed that they should stay with the Township unless timing becomes an issue. At that time they can explore going with a private contractor. If one is not available at that time, they would stay with the Township. He asked for a motion.

Mr. Skalski made a **motion** to contract with Oshtemo Township for snow removal for the new sidewalks along Stadium Drive for the 2021-2022 winter as proposed. Mr. Wieber **seconded the motion**. The **motion carried** with Mr. Corakis abstaining due to a conflict of interest.

### **Stadium Drive Sidewalks**

Mr. Ryan Russell with Prein & Newhof provided an update.

He stated the original cutoff date for completion was October 15. There were numerous problems with the contractor including covid slowdowns and issues with the concrete firm. The Road Commission allowed lane closure to extend to November 15 to



allow the project to continue but that deadline for completion was also missed. The paving will begin from 9<sup>th</sup> Street to Andover in the spring, at which time the Road Commission will approve a mini closure at Andover. Some of the delay has been out of the contractor's control, including a 20 week lead time for materials to build the rail at the church, so that would have had to be done in the spring regardless. All trees are planted. S & T has planted the garden at the corner of 9<sup>th</sup> and Stadium.

He noted as the contractor did not meet the deadline for substantial completion by November 15 that Prein & Newhof would need to be present in the spring to monitor and inspect the work yet to be done. That work would cost \$500 per day until completion, and estimated at 20 days' work to accomplish, would amount to \$10,000.

Several options were considered. The group settled on penalizing the contractor liquid damages of \$500 per day for the overage in time to compensate the DDA for the additional charges that will be incurred for Prein & Newhof's inspection work. In addition the unit prices from Krohn will remain the same.

Mr. Corakis indicated he wanted to speak as a business owner. He said he had been told maintenance at the entrance at Theo & Stacy's would be done by the Township as it is a major intersection/drive and as it was the only drive that met ADA requirements, it was not replaced with concrete but was left as asphalt. He noted it is 15 years old and will need maintenance. He requested assurance in writing that the Township would be responsible for its maintenance.

Chairperson Taylor assured him this issue will be looked into. Mr. Russell will look into costs for concrete for this drive and agreed the issue needs to be defined.

### **Electric Vehicle Charging Stations**

Mr. Josh Owens, Oshtemo Assistant Supervisor and consultant for this project, asked the Board to consider approving the installation of an electric vehicle charging station (two charging ports) at Flesher Field.

He said during the previous meeting the Board was presented with several charging station options as well as two potential locations, Harding's Friendly Market and Flesher Field. The Board chose to use the Juicebox Enel X charging stations and asked the consultant to look at installing charging stations at both locations.

Following that DDA Board meeting, a quote for both locations was sought from an installer. The Township's Parks Committee unanimously agreed to the installation of an electric vehicle charging station at Flesher Field.

The installer looked at both locations and determined Harding's Friendly Market is not a viable option because there is not a useable power source. In order to run power to a parking space it would require using a power source within Harding's which would lead to tearing up a portion of the parking lot, greatly increasing the cost. Because of this determination, he proposed only the Flesher Field location.

Mr. Owens requested the DDA Board approve installation of the electric vehicle charging station with two ports at Flesher Field. If approved, work would begin immediately with installation projected to occur before the end of the year.

The group was in favor of installing the station. There is a three year initial warranty; they acknowledged they will need to decide who will own and maintain the station. It was noted oversight of the dash board, which is easy to maintain and will provide many data points, would be part of the maintenance.

Chairperson Taylor said to start with the DDA will own and be responsible for the station. Other options, including insurance, can be considered later.

Mr. Owens noted there will be concrete barriers protecting the station, but vandalism would be a possibility.

Mr. Corakis asked if it might be possible to recoup some cost for installation when grant money from Consumers Energy next year becomes available.

Mr. Owens said that was possible and noted the budgeted amount for the project was approved at \$20,000, but the quoted cost is \$11,390. He noted users would pay the electricity cost. Our attorney says as a governmental we cannot give away a free utility. Rates will need to be decided upon.

Ms. Heiny-Cogswell asked that a plan be brought to the January DDA meeting addressing ownership options, maintenance, insurance, cost and use monitoring.

The Chair asked for a motion.

Mr. Wieber made a **motion** to approve the contract with Hage Automotive to install a charging station at Flesher Field as proposed, in the amount of \$11,390. Mr. Winfield **seconded the motion**. The **motion carried unanimously**.

### **VC and Village Form Based Code Amendment**

Ms. Lubbert reported Wade Trim, per contract with the DDA, is underway drafting amendments to both the VC zoning district and Village Form Based Code. The first meeting to review drafted amendments with the DDA subcommittee has been scheduled for Tuesday, December 7.

## **Holiday Décor**

Ms. Lubbert said most of the holiday decorating at the Stadium and 9<sup>th</sup> corner lot is done, with the exception of a some tree ornaments that needed to be replaced.

Chairperson Taylor noted there is a cost decline for decoration due to buying and storing items for future years.

## **Open House Coordination – December 1<sup>st</sup>**

Ms. Lubbert reported the public notice for the DDA's virtual open house being jointly held with SoDA and scheduled for December 1 from 3-5 p.m., was done yesterday.

She expected topics to be covered will be:

1. What is DDA?
2. What is SoDA?
3. Current projects
4. How does DDA receive funding?

Mr. Russell from Prein & Newhof will be present for questions and will provide project photos.

## **Other Board Items/Updates**

Ms. Lubbert said the Housing Action Plan study is starting up and is seeking help to gather names of stakeholders who might participate in meetings with a consultant, similar to a focus group. She asked that any suggested names be sent to her.

Mr. Corakis said S & T did a great job re-seeding at the sidewalks, finished a day early and put in a good sized tree.

Chairperson Taylor said the south side sidewalk loan funding from the Township was approved at a 0% rate for a three year pay back at \$200,000 a year. The first payment will be in 2022 after the summer tax capture. It will be great to get both the north and south sides done in two years, but means that a lot of funding over the next few years will be tied to the repayment. He thanked Mr. Russell for his great work.

## **Public Comment**

Residents Mr. and Mrs. Lubbert were in attendance and asked Mrs. Lubbert asked if there would be visual surveillance of the new charging station and also commented on the corner holiday décor.

Chairperson Grant said there was not a plan for surveillance, but that it was a good idea and would be considered.

**Announcements and Adjournment**

As there were no announcements, Chairperson Taylor adjourned the meeting at approximately 1:15 p.m.

Oshtemo Charter Township  
Downtown Development Authority

Minutes Prepared: November 20, 2021

Minutes Approved:



January 12, 2022

**To: DDA Board**

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

**Re: November – December 2021 Treasurer’s Report**

Attached you will find the Treasurer’s Report for November – December 2021, unaudited.

All tax revenues for the year have been collected, totaling \$217,957.50. \$306.40 in interest was collected this cycle, totaling \$882.70 in interest earned in 2021.

Expenditures from this cycle total \$270,586.66. Payments included general operating expenditures, the first payment for the Zoning Amendment project, Stadium Drive shared use path work, and landscaping fees.

Highlighted projects within the Treasurer’s Report were not completed in 2021 and will require a budget amendment for work to be continued into 2022. The approved 2022 DDA budget is also attached for reference.

Attachments: November – December 2021 Treasurer’s Report  
Budget Amendments  
2022 Approved Budget  
Invoices

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Treasurer's Report November - December 2021**  
**Unaudited**

REVENUES	2021 Amended Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$676,434.31	\$676,434.31	\$0.00	\$676,434.31
Property Tax Revenue	\$252,077.69	\$217,957.50	\$0.00	\$217,957.50
Misc (Personal Property Loss)	\$35,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$576.30	\$306.40	\$882.70
<b>TOTAL REVENUES</b>	<b>\$964,512.00</b>	<b>\$894,968.11</b>	<b>\$306.40</b>	<b>\$895,274.51</b>

EXPENDITURES	2021 Amended Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance	Percent Used
Staff	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	100.00%
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	\$1,050.00	\$1,050.00	\$0.00	\$1,050.00	\$0.00	100.00%
Consultants	\$55,000.00	\$0.00	\$592.50	\$592.50	\$54,407.50	1.08%
<i>Assistance with new projects</i>	<i>\$7,500.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$7,500.00</i>	<i>0.00%</i>
<i>Zoning Amendment</i>	<i>\$12,500.00</i>	<i>\$0.00</i>	<i>\$592.50</i>	<i>\$592.50</i>	<i>\$11,907.50</i>	<i>0.00%</i>
<i>DDA Executive Director</i>	<i>\$35,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$35,000.00</i>	<i>0.00%</i>
Accounting & Auditing Fees	\$3,000.00	\$2,450.00	\$300.00	\$2,750.00	\$250.00	91.67%
Legal Fees	\$2,000.00	\$1,110.00	\$0.00	\$1,110.00	\$890.00	55.50%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$433.51	\$414.29	\$847.80	\$352.20	70.65%
Electric	\$600.00	\$487.94	\$112.34	\$600.28	-\$0.28	100.05%
Outdoor Decorations	\$5,000.00	\$2,220.15	\$2,285.75	\$4,505.90	\$494.10	90.12%
Repairs & Maintenance	\$17,500.00	\$10,568.25	\$1,985.80	\$12,554.05	\$4,945.95	71.74%
<i>Stadium Drive snow removal</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>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$1,520.00</i>	<i>\$380.00</i>	<i>\$1,900.00</i>	<i>\$100.00</i>	<i>95.00%</i>
<i>Lawn care and maintenance</i>	<i>\$12,500.00</i>	<i>\$8,959.00</i>	<i>\$1,605.80</i>	<i>\$10,564.80</i>	<i>\$1,935.20</i>	<i>84.52%</i>
<i>Millard's Way snow removal</i>	<i>\$1,000.00</i>	<i>\$89.45</i>	<i>\$0.00</i>	<i>\$89.45</i>	<i>\$910.55</i>	<i>8.95%</i>
Capital Outlay/Obligated Projects	\$747,792.00	\$185,928.82	\$264,895.98	\$450,824.80	\$296,967.20	60.29%
<i>Stadium Corner Project</i>	<i>\$1,356.00</i>	<i>\$500.00</i>	<i>\$0.00</i>	<i>\$500.00</i>	<i>\$856.00</i>	<i>36.87%</i>
<i>Stadium Drive Shared Use Path</i>	<i>\$681,436.00</i>	<i>\$185,428.82</i>	<i>\$264,895.98</i>	<i>\$450,324.80</i>	<i>\$231,111.20</i>	<i>66.08%</i>
<i>9th Street Sidewalk</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$30,000.00</i>	<i>0.00%</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>
<i>Car Charging Station</i>	<i>\$20,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$20,000.00</i>	<i>0.00%</i>
<i>OCC Wifi</i>	<i>\$5,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$5,000.00</i>	<i>0.00%</i>
Property Acquisition	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$896,642.00</b>	<b>\$206,248.67</b>	<b>\$270,586.66</b>	<b>\$476,835.33</b>	<b>\$419,806.67</b>	<b>53.18%</b>

Actual Available Balance (Total Actual Revenue - Total Expenditure)	<b>\$418,439.18</b>
<b>FUND EQUITY</b>	<b>\$220,489.00</b>
<b>TOTAL CASH BALANCE</b>	<b>\$638,928.18</b>

Fund Name	Additional Funds Requested		Amount	Funds Requested From		Amount	Explanation of Request
	GL Number	Description		GL Number	Description		
DDA	900-728-97500	Stadium N Sidewalk	\$ 231,111.00	900-001-40100	Carryover	\$ 231,111.00	Previously budgeted & approved 2021 nonmotorized project, to be completed in 2022. Not a new project, and amount reflects unspent 2021 project funds.
		<b>Total</b>	\$ 231,111.00		<b>Total</b>	\$ 231,111.00	

Fund Name	Additional Funds Requested		Amount	Funds Requested From		Amount	Explanation of Request
	GL Number	Description		GL Number	Description		
DDA	900-728-97500	Car Charging Station	\$ 20,000.00	900-001-40100	Carryover	\$ 20,000.00	Previously budgeted & approved 2021 project, to be completed in 2022. Not a new project, and amount reflects unspent 2021 project funds.
		<b>Total</b>	\$ 20,000.00		<b>Total</b>	\$ 20,000.00	

Fund Name	Additional Funds Requested		Amount	Funds Requested From		Amount	Explanation of Request
	GL Number	Description		GL Number	Description		
DDA	900-728-80800	Zoning Consultant	\$ 11,908.00	900-001-40100	Carryover	\$ 11,908.00	Previously budgeted & approved 2021 VTDP Zoning Amendment Consultant, to be completed in 2022. Not a new project, and amount reflects unspent 2021 project funds.
		<b>Total</b>	\$ 11,908.00		<b>Total</b>	\$ 11,908.00	

**2022 DDA Budget Per Approved CIP**

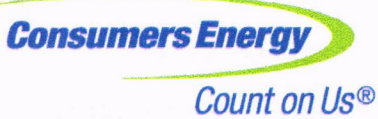
<b>REVENUES</b>	<b>2021 Budget Amended</b>	<b>2022 Budget</b>
Carryover	\$ 676,434.31	\$ 150,000.00
Current Real Property Tax	\$ 219,306.13	\$ 200,000.00
Interest Earned	\$ 1,000.00	\$ 1,000.00
Loans/Grants	\$ -	\$ 600,000.00
<b>TOTAL REVENUES</b>	<b>\$ 896,740.44</b>	<b>\$ 951,000.00</b>

<b>EXPENDITURES</b>	<b>2021 Budget Amended</b>	<b>2022 Budget</b>
Staff	\$ 2,000.00	\$ 2,000.00
Supplies	\$ 500.00	\$ 500.00
Postage	\$ 500.00	\$ 500.00
Community Events	\$ 1,050.00	\$ 750.00
Consultants	\$ 55,000.00	\$ 20,000.00
Accounting & Auditing Fees	\$ 3,000.00	\$ 2,000.00
Legal Fees	\$ 2,000.00	\$ 2,000.00
Water	\$ 1,200.00	\$ 1,200.00
Electric	\$ 600.00	\$ 600.00
Legal Notices	\$ 500.00	\$ 500.00
Repairs & Maintenance	\$ 17,500.00	\$ 17,500.00
Banner rotation/storage	\$ 2,000.00	\$ 2,000.00
Lawn care and maintenance	\$ 12,500.00	\$ 12,500.00
Millards Way snow removal	\$ 1,000.00	\$ 1,000.00
Stadium Drive sidewalk snow removal	\$ 2,000.00	\$ 2,000.00
Holiday Décor	\$ 5,000.00	\$ 5,000.00
Capital Outlay/Obligated Projects	\$ 747,792.00	\$ 895,000.00
Corner site	\$ 1,356.00	\$ -
Stadium drive sidewalk (design/construction)	\$ 681,436.00	\$ 600,000.00
Loan Repayment	\$ -	\$ 250,000.00
Facade improvment	\$ 10,000.00	\$ 10,000.00
OCC Wifi	\$ 5,000.00	\$ 5,000.00
9th Street sidewalk	\$ 30,000.00	\$ 30,000.00
Car Charging Station	\$ 20,000.00	\$ -
Capital Outlay/Acquisition	\$ 60,000.00	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 896,642.00</b>	<b>\$ 947,550.00</b>



13720 elec

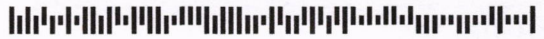
Account: **1030 3845 5574**



<b>Questions:</b> Visit: <a href="http://ConsumersEnergy.com">ConsumersEnergy.com</a> Call us: <b>800-805-0490</b>	Amount Due: <b>\$48.32</b>
	Please pay by: <b>December 03, 2021</b>

**GATEWAY ATTN DUSTY FARMER  
OSHTEMO TOWNSHIP  
7275 W MAIN ST  
KALAMAZOO MI 49009-8210**

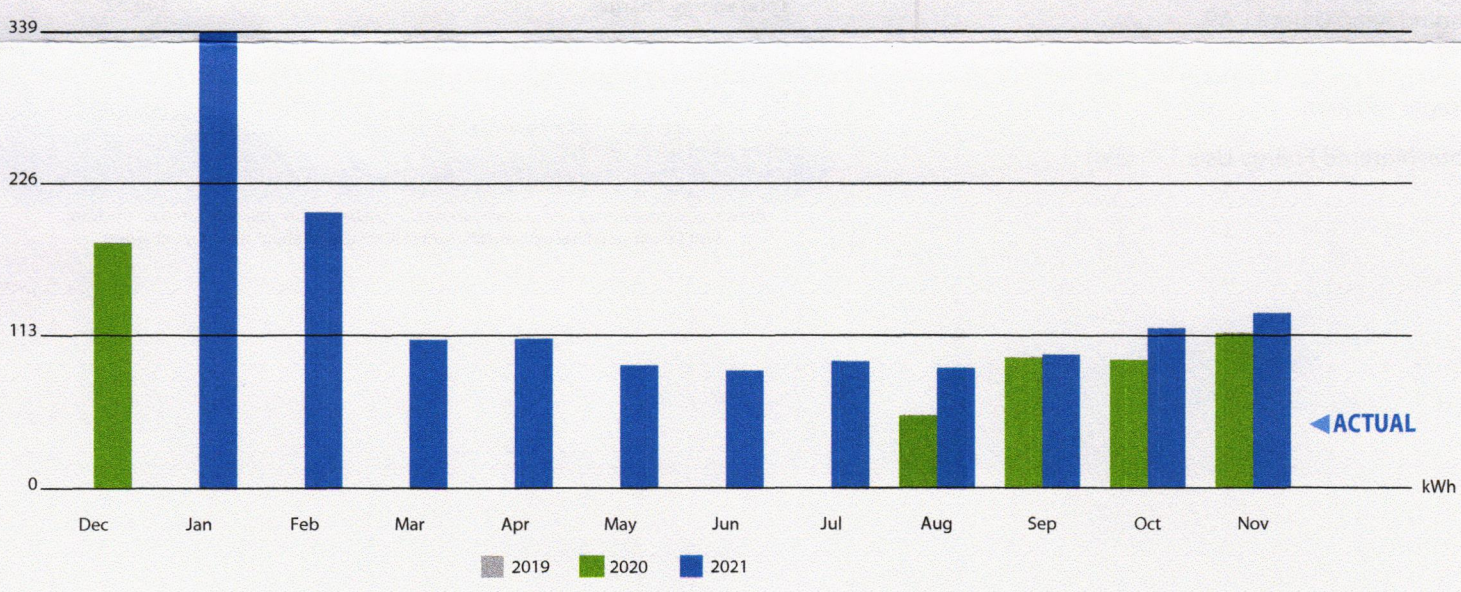
- ▶ **Thank You** - We received your last payment of **\$46.71** on **November 03, 2021**
- ▶ **Service Address:** 6520 STADIUM DR *street lights*  
KALAMAZOO MI 49009-2018



### November Energy Bill

Service dates: **October 12, 2021 - November 09, 2021 (29 days)**

#### Total Electric Use (kWh - kilowatt-hour)



**November Electric Use**  
**130 kWh**  
November 2020 use: 115 kWh

Cost per day:  
**\$1.67**

kWh per day:  
**4**

Prior 12 months electric use:  
**1,656 kWh**

**STAY SAFE:** Call 9-1-1 and 800-477-5050. We'll respond day or night.



**Downed power lines.**  
Stay 25 feet away. Call from a safe location.



**If you smell natural gas.**  
If the "rotten egg" odor of gas is apparent, call from a safe location.



### Consumers Energy Employee Identification

Your safety is our top priority. All our employees and contractors carry photo identification. Ask to see it before allowing anyone who claims to be a utility representative into your business. Immediately contact 911 if you observe suspicious activity.

Fold, detach and mail this portion with your check made payable to Consumers Energy. Please write your account number on your check.



**You can pay your bill by mail, by phone or online**  
See reverse side for more information

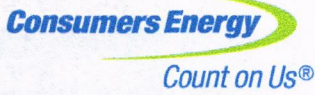
Account: **1030 3845 5574**

**Service Address:**  
OSHTEMO TOWNSHIP  
6520 STADIUM DR  
KALAMAZOO MI 49009-2018

**PAYMENT CENTER**  
PO BOX 740309  
CINCINNATI OH 45274-0309

Amount Due: <b>\$48.32</b>
Please pay by: <b>December 03, 2021</b>
<b>Enclosed:</b>





Need to talk to us? Visit [ConsumersEnergy.com](http://ConsumersEnergy.com)  
or call **800-805-0490**  
Hearing/speech impaired: Call 7-1-1

**Service Address:**  
6520 STADIUM DR; KALAMAZOO MI  
49009-2018  
Account: **1030 3845 5574**

### Account Information

Bill Month: November  
Service dates: 10/12/2021 - 11/09/2021  
Days Billed: 29  
Portion: 12 11/21

### Rate Information

Elec Gen Sec Rate GS Com  
Rate: 1100

### Meter Information

Your next scheduled meter read  
date is on or around 12/10/2021

#### Electric Service:

Smart Meter  
Meter Number: 31641858  
POD Number: 0000003870323  
Beginning Read Date: 10-12  
Ending Read Date: 11-09  
Beginning Read: 1887  
Ending Read: 2017 (Actual)  
Usage: 130 kWh

Total Metered Energy Use: 130 kWh

## November Energy Bill

Invoice: 201185154341

### Account Summary

Last Month's Account Balance	\$46.71
Payment on November 03, 2021	<u>\$46.71-</u>
<b>Balance Forward</b>	<b>\$0.00</b>

Payments applied after Nov 10, 2021 are not included.

### Electric Charges

Energy	130@ 0.091224	\$11.86
PSCR	130@ 0.007090	\$0.92
System Access		\$28.22
U20697 Deferral Surcharge	130@ 0.000555	\$0.07
Distribution	130@ 0.047786	\$6.21
FCM Incentive	130@ 0.000098	\$0.01
Power Plant Securitization	130@ 0.001256	\$0.16
Low-Income Assist Fund		<u>\$0.87</u>

**Total Electric** **\$48.32**

**Total Energy Charges** **\$48.32**

**Amount Due:** **\$48.32**  
**by December 03, 2021**

If you pay after the due date, a 2% late payment charge  
will be added to your next bill.

Please make any inquiry or complaint about this bill before the due date listed on the front.  
Visit [ConsumersEnergy.com/aboutmybill](http://ConsumersEnergy.com/aboutmybill) for details about the above charges.

### NEWS AND INFORMATION

**Understanding Your Electric Bill: Power supply charges** include electric generation and transmission costs based on the amount of

kilowatt-hours (kWh) used. Different rates are charged depending on the time of year and the amount of energy used. Consumers Energy does not make a profit on the cost of fuel or purchased

power. More at [www.ConsumersEnergy.com/ratesbiz](http://www.ConsumersEnergy.com/ratesbiz).

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

## Ways to pay your energy bill:



**Auto-pay**  
Checking or savings  
**Auto-pay**  
Discover® MasterCard®  
or Visa®  
(Eligibility varies)



**eLockbox**  
via ACH  
Secure electronic  
payment with  
emailed remittance



**Same-day payment**  
[ConsumersEnergy.com](http://ConsumersEnergy.com)  
Discover® MasterCard®  
or Visa® or eCheck



**Same-day payment**  
866-329-9593  
Discover® MasterCard®  
or Visa® or eCheck

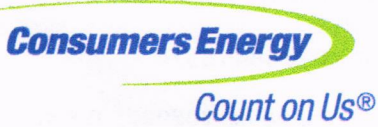


**By mail**  
Check, money order  
Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**  
Cash, check, card  
or money order  
Varies by authorized  
payment location  
Fee may apply





**Questions:**  
Visit: [ConsumersEnergy.com](http://ConsumersEnergy.com)  
Call us: 800-805-0490

**Amount Due:** \$64.02  
**Please pay by:** January 03, 2022

GATEWAY ATTN DUSTY FARMER  
OSHTEMO TOWNSHIP  
7275 W MAIN ST  
KALAMAZOO MI 49009-8210



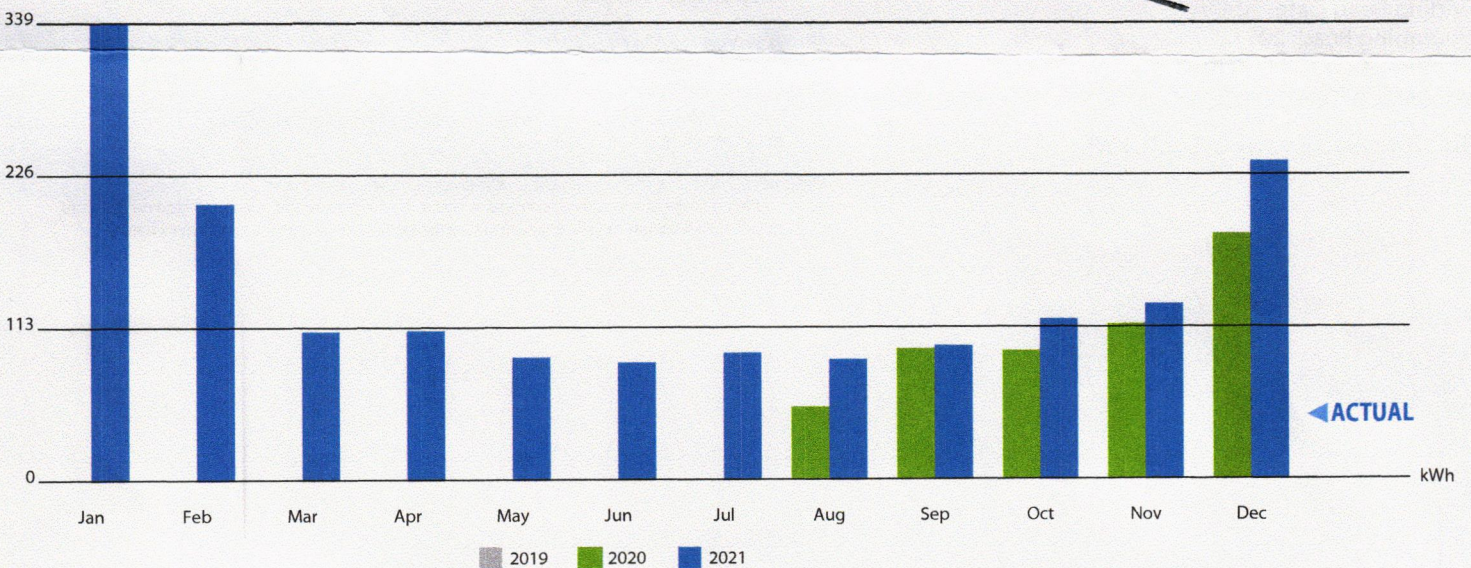
▶ **Thank You** - We received your last payment of \$48.32 on November 24, 2021

▶ **Service Address:**  
6520 STADIUM DR  
KALAMAZOO MI 49009-2018

### December Energy Bill

Service dates: November 10, 2021 - December 09, 2021 (30 days)

#### Total Electric Use (kWh - kilowatt-hour)



**December Electric Use**  
**236 kWh**  
December 2020 use: 182 kWh

**Cost per day:**  
**\$2.13**

**kWh per day:**  
**8**

**Prior 12 months electric use:**  
**1,710 kWh**

**STAY SAFE:** Call 9-1-1 and 800-477-5050. We'll respond day or night.



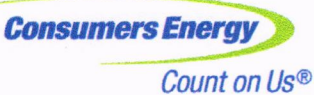
**Downed power lines.**  
Stay 25 feet away. Call from a safe location.



**If you smell natural gas.**  
If the "rotten egg" odor of gas is apparent, call from a safe location.

**ALERT: Beware of unauthorized payment centers or phone and email scams regarding utility payments:** Consumers Energy never demands payment using only a prepaid card. For your convenience, you can find a payment center near you or choose from many other secure payment options at [www.ConsumersEnergy.com/waystopay](http://www.ConsumersEnergy.com/waystopay).

Fold, detach and mail this portion with your check made payable to Consumers Energy. Please write your account number on your check.



**You can pay your bill by mail, by phone or online**  
See reverse side for more information

Account: 1030 3845 5574

**Service Address:**  
OSHTEMO TOWNSHIP  
6520 STADIUM DR  
KALAMAZOO MI 49009-2018

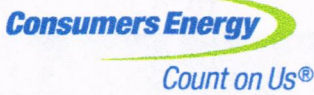
**PAYMENT CENTER**  
PO BOX 740309  
CINCINNATI OH 45274-0309

**Amount Due:** \$64.02  
**Please pay by:** January 03, 2022  
**Enclosed:**

I 103038455574 000000064022 0000 2056 7 000000000000

H





Need to talk to us? Visit [ConsumersEnergy.com](http://ConsumersEnergy.com)  
or call **800-805-0490**  
Hearing/speech impaired: Call 7-1-1

**Service Address:**  
6520 STADIUM DR; KALAMAZOO MI  
49009-2018  
Account: **1030 3845 5574**

### Account Information

Bill Month: December  
Service dates: 11/10/2021 - 12/09/2021  
Days Billed: 30  
Portion: 12 12/21

### Rate Information

Elec Gen Sec Rate GS Com  
Rate: 1100

### Meter Information

Your next scheduled meter read  
date is on or around 01/11/2022

#### Electric Service:

Smart Meter  
Meter Number: 31641858  
POD Number: 0000003870323  
Beginning Read Date: 11-10  
Ending Read Date: 12-09  
Beginning Read: 2017  
Ending Read: 2253 (Actual)  
Usage: 236 kWh

Total Metered Energy Use: 236 kWh

## December Energy Bill

Invoice: 205990593698

### Account Summary

Last Month's Account Balance	\$48.32
Payment on November 24, 2021	<del>\$48.32</del>
<b>Balance Forward</b>	<b>\$0.00</b>

Payments applied after Dec 10, 2021 are not included.

### Electric Charges

Energy	236@ 0.091224	\$21.53
PSCR	236@ 0.007090	\$1.67
System Access		\$28.22
U20697 Deferral Surcharge	236@ 0.000555	\$0.13
Distribution	236@ 0.047786	\$11.28
FCM Incentive	236@ 0.000098	\$0.02
Power Plant Securitization	236@ 0.001256	\$0.30
Low-Income Assist Fund		<del>\$0.87</del>

**Total Electric** **\$64.02**

**Total Energy Charges** **\$64.02**

**Amount Due:** **\$64.02**  
**by January 03, 2022**

If you pay after the due date, a 2% late payment charge  
will be added to your next bill.

Please make any inquiry or complaint about this bill before the due date listed on the front.  
Visit [ConsumersEnergy.com/aboutmybill](http://ConsumersEnergy.com/aboutmybill) for details about the above charges.

### NEWS AND INFORMATION

**Energy Usage:** If you have questions or would like  
information about your energy usage or

weather-adjusted consumption data, please contact  
800-477-5050 or visit  
[www.ConsumersEnergy.com/aboutmybill](http://www.ConsumersEnergy.com/aboutmybill).

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

## Ways to pay your energy bill:



**Auto-pay**  
Checking or savings

**Auto-pay**  
Discover® MasterCard®  
or Visa®  
(Eligibility varies)



**eLockbox**  
via ACH

Secure electronic  
payment with  
emailed remittance



**Same-day payment**  
[ConsumersEnergy.com](http://ConsumersEnergy.com)

Discover® MasterCard®  
or Visa® or eCheck  
(Eligibility varies)



**Same-day payment**  
866-329-9593

Discover® MasterCard®  
or Visa® or eCheck



**By mail**  
Check, money order

Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**  
Cash, check, card  
or money order

Varies by authorized  
payment location  
Fee may apply

# SiegfriedCrandallPC

Certified Public Accountants & Advisors

21141

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: 107390  
Client ID: 6870

**Date: 10/31/2021**  
Payable upon receipt

Professional services during the month of October 2021, which included the following:	
Ann - bank reconciliations - 14 hours	1,890.00
Joel - bank reconciliations, revenue loss calculation, other questions - 6.25 hours	1,000.00
Steve - meeting and capital plan work - 4 hours	840.00

Breakdown by fund:

101 - \$2,830 ✓  
 107 - 100 ✓  
 206 - 100 ✓  
 207 - 100 ✓  
 211 - 100 ✓ *→ fire*  
 212 - 100 ✓  
 249 - 100 ✓  
 490 - 100 ✓  
 491 - 100 ✓  
 900 - 100 ✓

-----  
\$3,730  
=====

New Charges:	\$3,730.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$3,730.00</u>

<u>10/31/2021</u>	<u>09/30/2021</u>	<u>08/31/2021</u>	<u>07/31/2021</u>	<u>06/30/2021+</u>
3,730.00	0.00	0.00	0.00	0.00

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



# GRAPIDS

IRRIGATION

1170 Plainfield Ave. NE - Grand Rapids, MI 49503  
GR 616-235-6666 K-zoo 269-372-6600  
www.GRAPIDS.com

Invoice 721749  
Invoice Date 10/26/2021  
Completed Date 10/26/2021  
Technician Mitchell Olsen  
Customer PO  
Payment Term Due Upon Receipt  
Due Date 10/26/2021  
Job Address  
The Gateway  
6520 Stadium Drive  
Kalamazoo, MI 49009 USA

**Billing Address**  
The Gateway  
6520 Stadium Drive  
Kalamazoo, MI 49009 USA

PO14333

### Description of Work

Task #	Description	Quantity	Your Price	Your Total
NM Winterization Residential	Winterization Residential (1.25" and smaller	1.00	\$80.00	\$80.00
NM Com Wint Zone	Commercial Wint Zone Shutdown Fee	7.00	\$7.50	\$52.50

**Potential Savings** \$6.63-\$13.25  
**Sub-Total** \$132.50  
**Total Due** \$132.50  
**Balance Due** \$132.50

See how we are supplying fresh water to Africa!  
[www.lifewater.org](http://www.lifewater.org)

Pay online at Grapids.com!

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

10/26/2021

I find and agree that all work performed by Grapids Irrigation has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

10/26/2021

# SiegfriedCrandallPC

Certified Public Accountants & Advisors

14141

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: 107532  
Client ID: 6870

**Date: 11/30/2021**  
Payable upon receipt

Professional services during the month of November 2021, which included the following:

Steve - assistance with CVTRS reporting	1,500.00
Steve - multiple meetings, assistance with USDA forms (12 hours @ \$210)	2,520.00
Joel - September/October cash assistance (9 hours @ \$160)	1,440.00
Ann - assistance with bank reconciliations (3.75 hours @ \$135)	506.25
Less: discount	(266.25)

Breakdown by fund:

- 101 - \$3,900 ✓
- 107 - 200 ✓
- 206 - 300 ✓
- 207 - 200 ✓
- 211 - 200 ✓
- 249 - 300 ✓
- 490 - 200 ✓
- 491 - 200 ✓
- 900 - 200 ✓

-----  
\$5,700  
=====

New Charges:	\$5,700.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$5,700.00</u>



13485

# S&T Lawn Service Inc.

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

# Invoice

<b>Bill To:</b>
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

<b>Date:</b>	10/31/2021
<b>Invoice #:</b>	19699
<b>Terms:</b>	Net 15

<b>Regarding:</b>	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
10/1/2021	Monthly Lawn Maintenance	1	304.30	304.30

<b>Total</b>	\$304.30
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5757 E. Cork St, Kalamazoo, MI 49048  
 Phone: 800.422.3030 Fax: 269.381.0999

Remit to: SIGN ART INC. / DRAWER #2476  
 PO BOX 5935, TROY, MI 48007-5935

PURCHASER OSHTEMO CHARTER TOWNSHIP  
 7275 W. MAIN ST.  
 KALAMAZOO, MI 49009

13679  
**INVOICE 009101**  
 Invoice Date 11/30/2021  
 Sales Order 0007425  
 Quotation # 0009923  
 Customer PO -  
 Customer ID OT04  
 Salesperson Steve VanderSloot

LOCATION OSHTEMO CHARTER TOWNSHIP  
 7275 W. MAIN ST.  
 KALAMAZOO, MI 49009

ATTENTION

CONTACT IRIS LUBBERT

Item	Qty	UM	Description of Work	Price	Extension
004	1.00	EA	BANNER SWAP - 4 (NOV)	\$380.00	\$380.00
Using one (1) man and 30' bucket truck, removed from SignArt inventory and reinstalled customer provided 2'6" x 5'0" banners. Swapped out existing banners located on various utility poles in the village district. Returned existing banners to SignArt inventory.					

SignArt, Inc. Is An Equal Opportunity Employer

\* indicates a taxed item

AMOUNT DUE UPON RECEIPT

ALL ACCOUNTS PAST DUE MORE THAN 10 DAYS WILL BE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH ON THE UNPAID BALANCE (18% per annum).

IN THE EVENT THIS INVOICE IS PLACED FOR COLLECTION OR IF COLLECTED BY SUIT, REASONABLE ATTORNEY'S FEES AND/OR COLLECTION COSTS SHALL BE ADDED.

PLEASE REMIT PAYMENT TO:  
 SIGN ART INC.  
 DRAWER #2476  
 PO BOX 5935  
 TROY, MI 48007-5935

Total Amount: \$380.00

\*\*\* INVOICE \*\*\*

Road Commission of Kalamazoo County  
3801 E. Kilgore Road  
Kalamazoo, MI 49001-0000

269-381-3171

0112 Charter Township of Oshtemo  
7275 West Main Street  
Kalamazoo, MI 49009

Invoice Number 6296  
Invoice Date 11/12/2021

201 County Road Fund

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Permit No	Job No	Description	Fee Type	Fee Amount
2021-009642		Oshtemo Twp Location: Stadium Drive	Other Permits Not C	390.00
			Current Charges	<hr/> 390.00
			Total Amount Due	<hr/> 390.00



City of Kalamazoo  
 Treasurer's Office  
 241 W. South Street  
 Kalamazoo, MI 49007-4750  
 269-337-8000

City of Kalamazoo Utility Bill

13842

Account Number:	<b>SDK00652002</b>	Bill Date:	<b>11/08/2021</b>
Unique ID:	<b>163648</b>	Due Date:	<b>11/29/2021</b>
Customer Name:	<b>OSHTEMO TOWNSHIP</b>		
Service Address:	<b>6520 STADIUM DR</b>	Cycle:	<b>3C</b>

**Special Message:**  
 THE 2020 WATER QUALITY REPORT CAN BE FOUND AT  
 WWW.KALAMAZOOCITY.ORG/WATERQUALITY.  
 YOU CAN REQUEST A HARD COPY OF THE REPORT BY CALLING 311 OR  
 (269) 337-8000.

02711

OSHTEMO TOWNSHIP  
 ##  
 7275 W MAIN ST  
 KALAMAZOO, MI 49009-9334

**Prior Balance** \$334.62  
**Paid Since Last Bill** \$(334.62)  
**Adjustments** \$0.00  
**Penalties** \$0.00  
**PAST DUE BALANCE** **\$0.00**

Office Open:

Monday - Friday  
 8:00 am - 4:30 pm

Email Address:  
 utilities@kalamazooocity.org

Visit our website:  
 www.kalamazooocity.org

Meter #	Prev Date	Curr Date	Previous Reading	Current Reading	Usage
1566502634	07/30/21	11/02/21	264	355	344.435
-	-	-	- Auto Read	- Auto Read	-

Service	Usage	Charges
OSH-SURCHARGE-WATER SEASONAL -METER WATER OMR QT OS 1"	344.435	\$15.93 \$348.57 \$49.79

Please see reverse side for  
 additional information.

TOTAL CURRENT CHARGES **\$414.29**  
 BALANCE FORWARD **\$0.00**  
**TOTAL AMOUNT DUE \$414.29**

**Total due if after due date: \$434.21**

**Any payments applied after 11/08/2021  
 are not included**

IF PAST DUE IS NOT PAID WITHIN 15 DAYS, SERVICE WILL BE DISCONNECTED.  
 NO FURTHER NOTICE WILL BE MAILED.

DUE DATE APPLIES TO NEW CHARGES ONLY. A LATE CHARGE OF 5% WILL APPLY IF PAYMENT IS NOT RECEIVED BY DUE DATE.

Return Lower Portion With Your Payment, Retain Upper Portion For Your Records.

OSHTEMO TOWNSHIP  
 ##  
 7275 W MAIN ST  
 KALAMAZOO, MI 49009-9334

PAY YOUR BILL ONLINE AT WWW.KALAMAZOOCITY.ORG

Cycle: 3C



ACCOUNT NUMBER	BILL DATE	DUE DATE
SDK00652002	11/08/2021	11/29/2021
TOTAL CURRENT CHARGES	PAST DUE BALANCE	TOTAL AMOUNT DUE
\$414.29	\$0.00	\$414.29

Please Check This Box If Completing Back of Coupon.



REMIT TO ---> CITY OF KALAMAZOO TREASURER  
 241 W. SOUTH ST  
 KALAMAZOO, MI 49007-4750

0000000000000000SDK00652002U000000414





For City Information Visit: [www.kalamazoocity.org](http://www.kalamazoocity.org)

To authorize Direct Debit, complete the information below, attach your voided check and return it to us. Allow 4-6 weeks for your application to be processed. Continue to pay your bill by check until you see a message on your bill stating your bank account will be debited for payment. If completing the application below, please check the box on the front of the payment coupon.

**City of Kalamazoo Utility Debit Billing Authorization**

I hereby authorize the City of Kalamazoo to initiate utility bill payment deductions from my checking account on the **attached VOIDED check**. I understand the payment will be initiated approximately on the bill due date (15 days after the bill date). If the due date does not fall on a business day, the charge will be initiated on the first business day following the due date. This authorization is to remain in full force and effect until the City of Kalamazoo and my financial institution has received written notification of its termination in such time and in such manner as to afford both the City and my financial institution a reasonable opportunity (estimated to be 30 days) to act upon such termination. I understand it is my responsibility to ensure there are sufficient funds in the account at all times to make the required payments.

Print Name \_\_\_\_\_

Utility Account Number \_\_\_\_\_  
(See front of statement for your account number.)

Service Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Mobile Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Note: If joint account, both parties must sign.

**METHODS OF PAYMENT**

**Direct Debit:** See information above to enroll

**Pay Online by Credit Card or e-Check:** Access options with your utility account number located on the front of your bill at [www.kalamazoocity.org](http://www.kalamazoocity.org)

**Pay by Phone:** By calling Point & Pay at 866-273-5523

*A convenience fee will be collected by Point & Pay for the use of a debit card, credit card or e-Check.*

**Payments by Mail:** Kalamazoo City Treasurer 241 W. South Street Kalamazoo, MI 49007-4750

**Drop Box:** Available at the front of City Hall on the west side of the door.

**In Person:** City Hall, 241 W. South Street, Monday through Friday, 8:00 AM - 4:30 PM

**Online Payment with Your Bank:** Allow 5-7 business days for us to receive the payment.

**CUSTOMER INQUIRIES:** Water, Sewer and Solid Waste Customer Service - (269) 337-8036

**PLEASE CONSERVE WATER - Every drop counts at Kalamazoo!**

For more information about water use and water conservation, please visit the City's website at [www.kalamazoocity.org](http://www.kalamazoocity.org)

CITY OF KALAMAZOO TREASURER  
241 W. SOUTH ST  
KALAMAZOO, MI 49007-4750

CITY OF KALAMAZOO TREASURER  
241 W. SOUTH ST  
KALAMAZOO, MI 49007-4750

13685

**S&T Lawn Service Inc.**

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

**Invoice**

<b>Bill To:</b>
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

<b>Date:</b>	10/31/2021
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<b>Invoice #:</b>	19700
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<b>Terms:</b>	Net 15
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<b>Regarding:</b>	Millards Way
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
10/1/2021	Monthly Lawn Maintenance	1	564.00	564.00

<b>Total</b>	\$564.00
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Agreement

To engage the Services of Wade Trim Associates, Inc., as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Zoning Amendments Assistance between the Oshtemo Township Downtown Development Authority of 7275 West Main Street, Kalamazoo, Michigan, 49009, hereinafter called "Owner," and Wade Trim Associates, Inc., 500 Griswold, Suite 2500, Detroit, Michigan, 48226, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in our September 8, 2021 proposal letter, attached.

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump sum fee of \$12,500, payable on a monthly basis based on effort expended.

C. Owner agrees to establish an allowance of \$ n/a for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in our September 8, 2021 proposal letter, attached.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner: Grant Taylor

Professional: Adam Young

By: Grant Taylor  
(Print Name)

By: Adam Young, AICP  
(Print Name)

Title: Chair - DDA

Title: Senior Project Manager

Date Signed: 9-29-21

Date Signed: September 17, 2021

Witness: Karla Taylor

Witness: Jason T. Smith

## General Provisions

### 1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

~~F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Section F Deleted by Adam Young, 9-17-21~~

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### 8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

### 9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



September 8, 2021

Oshtemo Charter Township  
7275 W. Main Street  
Kalamazoo, MI 49009

Attention: Downtown Development Authority

Re: Proposal for Professional Assistance to Prepare Zoning Ordinance Amendments  
As Recommended by the 2019 Village Theme Development Plan Update

Dear DDA Board Members:

As requested, we are providing a Scope of Work and Cost Estimate to assist the Downtown Development Authority (DDA) in the preparation of amendments to the Oshtemo Township Zoning Ordinance. These amendments are intended to implement the recommendations outlined in the 2019 Village Theme Development Plan Update – a plan guiding future growth and development of the DDA District surrounding Stadium Drive and 9<sup>th</sup> Street. As you may recall, Wade Trim assisted the DDA in the preparation of this update to the Village Theme Development Plan.

**Scope of Work**

The specific zoning ordinance amendment recommendations are outlined in the Implementation chapter of the Village Theme Development Plan (pages 49-51). These recommendations provide the basis for our scope of work for this project, which is as follows:

1. Build-To-Line Table (Table 34.2): Wade Trim will develop amendments allowing flexibility on the required build-to-lines to permit consistency with established setbacks of neighboring developments and allow for limited vehicular access/parking.
2. Street Types and Standards (Section 34.70, A-C): We will prepare amendments to largely eliminate the requirements of this section. Instead, we will develop language that refers to the street circulation and design standards outlined within the Village Theme Plan.
3. Other Street Design Standards & Access Management (Section 34.70, D-E): Wade Trim will prepare amendments to largely eliminate the street design standards which are outside of the Township's jurisdiction (i.e., RCKC jurisdiction). We will review and prepare amendments, as necessary, to the standards controlling the interface between the private realm and public street, such as clear vision, sidewalk crossings/pass-throughs, required streetscape improvements, and access management standards.
4. Parking Setbacks (Section 34.80, B): We will prepare amendments that incorporate flexibility to allow limited vehicular access and parking within the front and side yards (one stall only). Additionally, we will develop amendments that require public benefits, such as enhanced landscaping, to be provided and design standards to be followed if vehicular access/parking is provided in front.
5. Drive Throughs (Section 34.80, B, 6): We will prepare amendments to eliminate special use approval for drive-throughs, unless allowed only as a special use in the underlying zoning district. We will also prepare amendments to allow drive-throughs in the side yards only, including design standards to be followed if drive-throughs are within in the side yard.



6. Density (multiple sections): We will prepare amendments that increase the maximum allowable density from eight dwelling units per acre to as much as 12 to 15 dwelling units per acre. These density “bonuses” are likely to be implemented only within certain portions of the Village (i.e., Village Core and Village Fringe). We will prepare supplementary language on eligibility and minimum requirements to qualify for a density bonus.
7. Modifiable Standards (multiple sections): We will review the Village Form-Based Code Overlay Zone (Article 34) to identify where the Planning Commission should be given additional authority to modify standards. We will prepare supplementary language on eligibility and minimum requirements to qualify for such modifications.
8. Wade Trim will conduct a detailed review of the Village Commercial District (Article 19) and Village Form-Based Code Overlay Zone (Article 34) to identify any additional amendments that:
  - Are necessary to eliminate conflicting language. (For example, most of the development standards of the VC District conflict with the development standards of the Form-Based Code Overlay Zone.)
  - Are necessary to accomplish the scope items listed above.
  - Would support the overall recommendations of the Village Theme Plan.

Following the review, we will prepare the zoning ordinance amendment language, as necessary.

As recommended by the Village Theme Plan, our scope of work does not include the elimination or significant alterations to the overall structure of the Village Form-Based Code Overlay Zone.

We will present the proposed amendments in an easy-to-use report format that contains the existing ordinance language, while highlighting the language that is proposed to be deleted and the language that is proposed to be added.

### **Process / Meetings / Schedule**

We recommend the Downtown Development Authority appoint a working committee, comprised of a combination of DDA, Planning Commission and/or Township Board members, to provide guidance to Wade Trim throughout this effort. Wade Trim will meet (in-person) with the working committee on not more than three (3) occasions to review the proposed zoning ordinance amendments.

After the recommended amendments are finalized, we will assemble a complete draft of proposed amendments and provide it to the Downtown Development Authority (Word and Adobe PDF formats). We anticipate completing this process within an approximately 4-to-5-month timeframe.

### **Cost Estimate**

Wade Trim proposes to complete the above-described scope of work for a **lump sum fee of \$12,500**. This cost includes Wade Trim’s attendance (in-person) at up to three (3) working committee meetings. This cost is also inclusive of all project related expenses, such as copies, travel costs, and shipping.

### **Adoption Process** (not included in our scope/cost)

We understand that the Downtown Development Authority intends to forward the finalized amendments report to the Planning Commission for their consideration and action. Ultimately, the Planning Commission would need to schedule and hold a public hearing on the proposed amendments and would provide a recommendation of adoption to the Township Board. The Township Board has final authority for adopting the amendments.

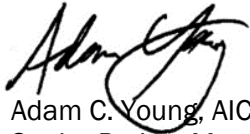
Our scope of work and cost does not include effort to prepare revisions or additional amendments requested by the Planning Commission or Township Board, nor the effort to attend additional meetings

with the Planning Commission or Township Board. The Township can either handle these revisions and meetings on their own, or the Township may request us to assist. Depending on the scope of the changes and number of meetings requested, we would provide a cost estimate for the Township's or DDA's consideration and approval.

We look forward to working with the Downtown Development Authority on this important project. If you have any questions concerning the work plan, please contact us.

Very truly yours,

Wade Trim Associates, Inc.



Adam C. Young, AICP  
Senior Project Manager

ACY:lkf  
AAA 8140-21  
20210908\_DDABoardMembers-Ltr.docx

cc: Ms. Iris Lubbert, AICP  
Planning Director for Oshtemo Charter Township

**S&T Lawn Service Inc.**

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

13685

**Invoice**

<b>Bill To:</b>
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

<b>Date:</b>	10/31/2021
<b>Invoice #:</b>	19707
<b>Terms:</b>	Net 15

<b>Regarding:</b>	Village Corner
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
10/1/2021	Monthly Lawn Maintenance	1	605.00	605.00

<b>Total</b>	\$605.00
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Iris Lubbert  
 Oshtemo Township  
 7275 W. Main Street  
 Kalamazoo, Michigan 49009  
 gtaylor@oshtemo.org  
 (269) 216-5232



Christmas Decor by Naylor  
 Landscape Management  
 1300 S. 8th Street  
 Kalamazoo, MI 49009  
 info@naylorlandscape.com  
 www.naylorlandscape.com  
 W: (269) 375-0084  
 F: (269) 375-0363

## Decorating Renewal

**Service Address:** 9th & Stadium Drive Corner Park

Category	Description	Location	Color	N/R	Regular Price	Discounted
<b>Your Current Display (Items Installed Last Season (Early Installation Incentive 6/30/2021 SAVE 20.00%))</b>						
<b>Tree/Shrub Light</b>						
<input type="checkbox"/>	T Canopy w/ Mini LED 6"	Three Small Crabapples Canopies	Green LED	R	\$324.00	\$259.20
<input type="checkbox"/>	T Canopy w/ Mini LED 6"	Add to Everest Tree	Red LED	R	\$360.00	\$288.00
<input type="checkbox"/>	T Canopy w/ Mini LED 6"	Two 3" cal. Oak Tree Canopies	Cool White LED	R	\$360.00	\$288.00
<input type="checkbox"/>	T Trunk Wrap w/ Mini LED	Two 3" cal. Oak Trees	Red LED	R	\$156.00	\$124.80
<input type="checkbox"/>	T Trunk Wrap Mini 3.5 LED	Three Small Crabapple Trunks	Cool White LED	R	\$164.00	\$131.20
<b>Ground</b>						
<input type="checkbox"/>	Stake Lighting C9 15" LED	Oaval Bed in Front of Sign (WW/R)	Custom LED	R	\$239.97	\$191.98
<b>Garland</b>						
<input type="checkbox"/>	Deluxe Unlit 14" w/Picks	14" Deluxe Garland with Picks & Orn. Picks on Sign		R	\$410.40	\$328.32
<b>Electrical</b>						
<input type="checkbox"/>	Timer - Digital	Digital Timer		R	\$132.00	\$105.60
<b>Displays</b>						
<input type="checkbox"/>	Tree of Lights 9ft	9ft. Animated Tree	Red LED	R	\$600.00	\$480.00
<b>Ornaments</b>						
<input type="checkbox"/>	100 MM Classic Red, w/UV protector	For Everest Tree		R	\$282.00	\$225.60
<input type="checkbox"/>	100 MM Classic Silver, w/UV protection	For Everest tree		R	\$282.00	\$225.60
<input type="checkbox"/>	100 MM Satin Gold, w/UV protection	For Everest tree		R	\$270.00	\$216.00
<b>Tree-Outdoor</b>						
<input type="checkbox"/>	12 FT BRECKENRIDGE LED TREE	12ft Pre-Lit Everest Tree -Slin add Gold Decomesh		R	\$1,970.00	\$1,576.00
Reinstallation Total					\$5,550.37	\$4,440.30
Sales Tax					\$0.00	\$0.00
<b>YOUR Total</b>					<b>\$5,550.37</b>	<b>\$4,440.30</b>

**Your savings for an early installation: \$(1,110.07)**

<b>Payment Options: Deposit Requested</b>	<b>\$2,775.19</b>	<b>\$2,220.15</b>
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### Earn Elf Dollars for Next Year - 10% of This Season's Purchases!

We are pleased to remind you that you will be earning *Elf Dollars* equal to 10% of every dollar invested in your display this season. *Elf Dollars* can be redeemed and used to add items to your display next season or can be gifted to a friend or family member at any time. Please ask your Christmas Decor Decorating Consultant about *Elf Dollars*, or call our office with additional questions.

Please tell us how we can improve your service at [www.naylorlandscape.com](http://www.naylorlandscape.com). To contact the corporate office [www.christmasdecor.net](http://www.christmasdecor.net).

Iris Lubbert  
 Oshtemo Township  
 7275 W. Main Street  
 Kalamazoo, Michigan 49009  
 gtaylor@oshtemo.org  
 (269) 216-5232



Christmas Decor by Naylor  
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 F: (269) 375-0363

## Decorating Renewal

**Service Address:** 9th & Stadium Drive Corner Park

Category	Description	Location	Color	N/R	Regular Price	Discounted
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\*By renewing your entire display each season, you qualify for *Elf Dollar* redemption. This program is only available through participating franchises. Some exceptions may apply.

\*Loyalty Incentive pertains only to items that were displayed in the previous year.

### Service Is Included

Your Holiday Decorating Service includes customized installation, service, take down, and removal.

### Service Call Policy

Christmas Decor guarantees that your display will be functioning and looking great at the completion of installation. If you see that anything is not working between our Pro-Active service visits, please call to let us know. Except for cases of vandalism, damage caused by acts of individuals or animals, and some extraordinary weather conditions, there is never an additional charge for service required to keep your display working properly.

### Scheduling, Incentives, and Approvals

Our schedule fills very quickly. Please initial check boxes for approved items and sign. Please call, mail, e-mail or fax in your order as soon as possible for timely scheduling and early incentives (if applicable).

Client Signature: Grant Taylor

Check One:  Visa  Master  AMX  Discover Card #: \_\_\_\_\_  
 Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_ Deposit Amount: \$ \_\_\_\_\_ Signature: \_\_\_\_\_

Please tell us how we can improve your service at [www.naylorlandscape.com](http://www.naylorlandscape.com). To contact the corporate office [www.christmasdecor.net](http://www.christmasdecor.net).

March 11, 2021

Sent via email: [granttaylor20@gmail.com](mailto:granttaylor20@gmail.com)

Mr. Grant Taylor  
Oshtemo Downtown Development Authority  
7275 West Main Street  
Kalamazoo, MI 49009

RE: Stadium Drive Sidewalk Project (DDA) Construction Observation

Dear Mr. Taylor:

Prein&Newhof is pleased to present our Professional Services Agreement for Construction Staking and Construction Observation for the proposed Stadium Drive Sidewalk Project from the East DDA limits to 8th Street.

Construction Engineering – \$55,000

- A. Full-time Construction Observation – assumes 250 hours
- B. Mileage to and from construction site (assumes 100 trips)
- C. Concrete Testing by MDOT certified inspector
- D. Compaction Testing by MDOT certified inspector
- E. Record Plans


Construction Staking – \$10,000

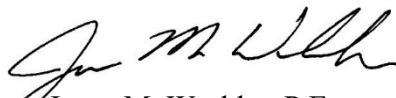
- F. Right-of-way
- G. Walks
- H. ADA Ramps
- I. Driveways/curbs

We will provide the above services on a time and materials basis estimated at \$65,000. If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**

  
Ryan M. Russell, P.E.

  
Jason M. Washler, P.E.

TCW:RMR:JMW:dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

## Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001 and Oshtemo Downtown Development Authority (“Client”), of 7275 W. Main Street, Kalamazoo, MI 49009.

WHEREAS Client intends to:

Construct a 6-foot wide one-way path on Stadium drive from East DDA limits to 8th Street.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

### ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Grant Taylor  
Title: Chairperson, DDA Board of Directors  
Phone Number: (269) 216-5221  
Facsimile Number: (269) 375-7180  
Email: granttaylor20@gmail.com

Name: Ryan M. Russell, P.E.  
Title: Project Engineer  
Phone Number: (269) 372-1158  
Facsimile Number: (616) 364-6955  
Email: russell@preinnewhof.com

### ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated March 11, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

### ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated March 11, 2021

Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$\_\_\_\_\_.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed. Estimated at \$65,000.

Other:

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**Client:** \_\_\_\_\_

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

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

**Printed Name:** Jason M. Washler, P.E.

**Printed Name:** \_\_\_\_\_

**Title:** Vice President

**Title:** \_\_\_\_\_

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

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



## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
  2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
  3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
  2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

**L. Documents and Data**

- ~~1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.~~
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

March 11, 2021

Sent via email: [granttaylor20@gmail.com](mailto:granttaylor20@gmail.com)

Mr. Grant Taylor  
Oshtemo Downtown Development Authority  
7275 West Main Street  
Kalamazoo, MI 49009

RE: Stadium Drive Sidewalk Project (DDA) Construction Observation

Dear Mr. Taylor:

Prein&Newhof is pleased to present our Professional Services Agreement for Construction Staking and Construction Observation for the proposed Stadium Drive Sidewalk Project from the East DDA limits to 8th Street.

Construction Engineering – \$55,000

- A. Full-time Construction Observation – assumes 250 hours
- B. Mileage to and from construction site (assumes 100 trips)
- C. Concrete Testing by MDOT certified inspector
- D. Compaction Testing by MDOT certified inspector
- E. Record Plans


Construction Staking – \$10,000

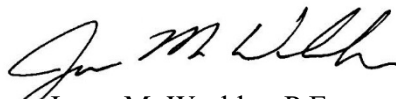
- F. Right-of-way
- G. Walks
- H. ADA Ramps
- I. Driveways/curbs

We will provide the above services on a time and materials basis estimated at \$65,000. If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**

  
Ryan M. Russell, P.E.

  
Jason M. Washler, P.E.

TCW:RMR:JMW:dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)

## Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001 and Oshtemo Downtown Development Authority (“Client”), of 7275 W. Main Street, Kalamazoo, MI 49009.

WHEREAS Client intends to:

Construct a 6-foot wide one-way path on Stadium drive from East DDA limits to 8th Street.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

### ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Grant Taylor  
Title: Chairperson, DDA Board of Directors  
Phone Number: (269) 216-5221  
Facsimile Number: (269) 375-7180  
Email: granttaylor20@gmail.com

Name: Ryan M. Russell, P.E.  
Title: Project Engineer  
Phone Number: (269) 372-1158  
Facsimile Number: (616) 364-6955  
Email: russell@preinnewhof.com

### ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated March 11, 2021
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

### ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated March 11, 2021

Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$\_\_\_\_\_.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed. Estimated at \$65,000.

Other:

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**Client:** \_\_\_\_\_

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

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

**Printed Name:** Jason M. Washler, P.E.

**Printed Name:** \_\_\_\_\_

**Title:** Vice President

**Title:** \_\_\_\_\_

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

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

## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
  2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
  3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
  2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

**L. Documents and Data**

1. ~~All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.~~
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.



3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

December 2, 2021  
2180386

Ms. Elizabeth Heiny-Cogswell  
Supervisor  
Charter Township of Oshtemo  
7275 W. Main Street  
Kalamazoo, MI 49009-8210

RE: Sidewalk Improvements (DDA North) – Section A

Dear Ms. Heiny-Cogswell:

Enclosed please find Payment Request #4 on the contract for the Sidewalk Improvements (DDA North) Section A project with Krohn Excavating, LLC. All work has been completed in general conformance with the plans and specifications.

We therefore recommend payment in the amount of \$239,655.63. This figure represents a retainage of \$26,316.00.

Sincerely,

**Prein&Newhof**



Ryan M. Russell, P.E.

RMR:dj

Enclosure

cc: Steve Krohn, Krohn Excavating, LLC (via email)

**Contractor's Application for Payment**

<b>Owner:</b> <u>Charter Township of Oshtemo</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Prein&amp;Newhof</u>	<b>Engineer's Project No.:</b> <u>2180386</u>
<b>Contractor:</b> <u>Krohn Excavating, LLC</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Sidewalk Improvements (DDA North)</u>	
<b>Contract:</b> <u>Section A</u>	
<b>Application No.:</b> <u>4</u>	<b>Application Date:</b> <u>12/2/2021</u>
<b>Application Period:</b> From <u>10/5/2021</u> to <u>12/1/2021</u>	

1. Original Contract Price	\$ 526,320.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 526,320.00
4. Total Work completed and materials stored to date (Column L Unit Price Total)	\$ 385,662.63
5. Retainage	
a. <u>6.82</u> % X \$ <u>385,662.63</u> Work Completed	\$ 26,316.00
b. _____ % X \$ _____ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 26,316.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 359,346.63
7. Less previous payments (Line 6 from prior application)	\$ 119,691.00
8. Amount due this application	\$ 239,655.63
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 166,973.37

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** KROHN EXCAVATING LLC

**Signature:** *Steve Krohn* **Date:** 12-3-21

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u><i>[Signature]</i></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>12/2/2021</u>	<b>Date:</b> _____
<b>Approved by Funding Agency (if applicable)</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: Charter Township of Oshtemo  
 Engineer: Prein&Newhof  
 Contractor: Krohn Excavating, LLC  
 Project: Sidewalk Improvements (DDA North)  
 Contract: Section A

Owner's Project  
 Engineer's Project 2180386  
 Contractor's

Application No.: 4 Application From 10/5/2021 to 12/1/2021 Application Date: 12/2/2021

A	B	C	D	E	F	G		I	J	K	L
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (G X E)				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Quantity From Previous Application	\$ From Previous Application (\$)	Total Quantity (G + I)	Total Paid to Date (K X E)
						Quantity	Value				
<b>Original Contract</b>											
<b>SECTION A</b>											
1	Mobilization, Max 5%	1	LS	\$29,800.00	29,800.00	0.00	0.00	1.00	29,800.00	1.00	29,800.00
2	Tree, Rem, 37 inch or larger	1	EA	\$2,000.00	2,000.00	0.00	0.00	1.00	2,000.00	1.00	2,000.00
3	Tree, Rem, 6 inch to 18 inch	40	EA	\$400.00	16,000.00	0.00	0.00	40.00	16,000.00	40.00	16,000.00
4	Stump, Rem, 6 inch to 18 inch	40	EA	\$50.00	2,000.00	0.00	0.00	40.00	2,000.00	40.00	2,000.00
5	Stump, Rem, 37 inch or larger	1	EA	\$500.00	500.00	0.00	0.00	1.00	500.00	1.00	500.00
6	Clearing	0.5	ACRE	\$8,200.00	4,100.00	0.00	0.00	0.50	4,100.00	0.50	4,100.00
7	Curb and Gutter, Rem	2,700	FT	\$5.00	13,500.00	0.00	0.00	2,690.00	13,450.00	2,690.00	13,450.00
8	Sidewalk, Rem	350	SYD	\$14.00	4,900.00	0.00	0.00	404.00	5,656.00	404.00	5,656.00
9	Pavt, Rem	275	SYD	\$12.00	3,300.00	0.00	0.00	291.00	3,492.00	291.00	3,492.00
10	Structures, Rem	1	LS	\$6,900.00	6,900.00	0.00	0.00	0.00	0.00	0.00	0.00
11	Embankment, CIP	3,500	CYD	\$20.00	70,000.00	3,322.00	66,440.00	200.00	4,000.00	3,522.00	70,440.00
12	Sidewalk Grading	4,550	LF	\$15.00	68,250.00	740.00	11,100.00	1,500.00	22,500.00	2,240.00	33,600.00
13	Erosion Control, Inlet Protection, Silt Bag	12	EA	\$100.00	1,200.00	0.00	0.00	8.00	800.00	8.00	800.00
14	Erosion Control, Silt Fence	400	FT	\$3.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Subbase, CIP	330	CYD	\$14.00	4,620.00	70.00	980.00	208.00	2,912.00	278.00	3,892.00
16	Maintenance Gravel, LM	70	CYD	\$30.00	2,100.00	60.00	1,800.00	0.00	0.00	60.00	1,800.00
17	Dr Structure Cover, Adj, Case 1	6	EA	\$300.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00
18	HMA Surface, Rem	3,000	SYD	\$6.00	18,000.00	35.00	210.00	2,630.00	15,780.00	2,665.00	15,990.00
19	Hand Patching	3	TON	\$430.00	1,290.00	0.00	0.00	0.00	0.00	0.00	0.00
20	HMA, 13A	25	TON	\$430.00	10,750.00	0.00	0.00	0.00	0.00	0.00	0.00
21	HMA, 36A	25	TON	\$430.00	10,750.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Driveway, Nonreinf Conc, 6 inch	920	SYD	\$45.00	41,400.00	793.00	35,685.00	0.00	0.00	793.00	35,685.00
23	Curb, Conc, Det E4	25	FT	\$30.00	750.00	62.50	1,875.00	0.00	0.00	62.50	1,875.00
24	Curb, Conc, Det D2	50	FT	\$25.00	1,250.00	63.00	1,575.00	0.00	0.00	63.00	1,575.00
25	Curb, Conc, Det F4	2,100	FT	\$24.00	50,400.00	1,623.00	38,952.00	0.00	0.00	1,623.00	38,952.00
26	Sidewalk Ramp, Conc, 6 inch	1,550	SFT	\$6.50	10,075.00	897.25	5,832.13	0.00	0.00	897.25	5,832.13
27	Sidewalk, Conc, 4 inch	21,500	SFT	\$3.00	64,500.00	15,362.00	46,086.00	0.00	0.00	15,362.00	46,086.00
28	Sidewalk, Conc, 6 inch	4,100	SFT	\$5.00	20,500.00	3,508.50	17,542.50	0.00	0.00	3,508.50	17,542.50
29	Detectable Warning Surface, Cast Iron	80	SFT	\$55.00	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00
30	Reinforced Concrete Ramp (Detail Section B)	1	LS	\$10,000.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00
31	Reinforced Concrete Ramp (Detail Section A)	1	LS	\$3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
32	Traffic Control Devices	1	LS	\$10,000.00	10,000.00	0.00	0.00	1.00	10,000.00	1.00	10,000.00
33	Turf Establishment	11,000	SYD	\$2.00	22,000.00	8,155.00	16,310.00	0.00	0.00	8,155.00	16,310.00
34	Gate Box, Adj, Case 2	3	EA	\$300.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00
35	Gate Box, Adj, Case 1	2	EA	\$300.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00
36	Hydrant, Relocate, Case 1	1	EA	\$1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Landscaping</b>											
37	Malus sargentii 'Firebird' 2" cal	5	EA	\$5.00	25.00	5.00	25.00	0.00	0.00	5.00	25.00
38	Asclepias tuberosa 1 gal	40	EA	\$12.00	480.00	40.00	480.00	0.00	0.00	40.00	480.00
39	Allium 'Globemaster' 1 gal	20	EA	\$13.00	260.00	20.00	260.00	0.00	0.00	20.00	260.00
40	Hemerocallis 'Primal Scream' 1 gal	20	EA	\$12.00	240.00	20.00	240.00	0.00	0.00	20.00	240.00
41	Helictotrichon sempervirens 1 gal	24	EA	\$15.00	360.00	24.00	360.00	0.00	0.00	24.00	360.00



Application No.:		4		Application		From		10/5/2021		to		12/1/2021		Application Date:		12/2/2021	
A	B	C	D	E	F	G	H	I	J	K	L						
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Quantity From Previous Application	\$ From Previous Application (\$)	Total Quantity (G + I)	Total Paid to Date (K X E) (\$)						
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (G X E) (\$)										
<b>Original Contract</b>																	
42	Peroviskia atripicifolia 'Little Spire' 1 gal	16	EA	\$15.00	240.00	16.00	240.00	0.00	0.00	16.00	240.00						
43	Rudbeckia fulgida var deamii 1 gal	32	EA	\$15.00	480.00	32.00	480.00	0.00	0.00	32.00	480.00						
44	Schizachyrium scoparium 'The Blues' 1 gal	30	EA	\$15.00	450.00	30.00	450.00	0.00	0.00	30.00	450.00						
45	Site Preparation	1	LS	\$3,000.00	3,000.00	1.00	3,000.00	0.00	0.00	1.00	3,000.00						
46	Metal Landscape Edging	50	LF	\$6.00	300.00	50.00	300.00	0.00	0.00	50.00	300.00						
47	Planting Soil	20	CYD	\$70.00	1,400.00	20.00	1,400.00	0.00	0.00	20.00	1,400.00						
48	Bark Mulch	70	SY	\$15.00	1,050.00	70.00	1,050.00	0.00	0.00	70.00	1,050.00						
49	Watering and Cultivating 1st Season	1	LS	\$3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00						
<b>Original Contract Totals</b>					\$	<b>526,320.00</b>		\$	<b>252,672.63</b>		\$	<b>132,990.00</b>		<b>48%</b>	\$	<b>385,662.63</b>	



January 12, 2022

**To: DDA Board**

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

**Re: Potential Project: New Road Connection**

Ryan Russell with Prein&Newhof and Iris Lubbert will present a potential project to the DDA Board at their regular January 20<sup>th</sup> meeting for discussion.



January 12, 2022

**To: DDA Board**

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

**Re: Project Update: Stadium Drive Sidewalks**

Ryan Russell with Prein&Newhof will provide an update to the DDA Board on both the north and south side of this project at their regular January 20<sup>th</sup> meeting. Dates for a potential Open House will be discussed.



January 12, 2022

**To: DDA Board**

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

**Re: Project Update: Electric Vehicle Charging Station**

Josh Owens will provide an update to the DDA Board on this project at their regular January 20<sup>th</sup> meeting.

The DDA Board will be asked to consider donating the Vehicle Charging Station, once installed, to Oshtemo Township. A proposed letter of donation is attached for consideration.



January X, 2022

Oshtemo Charter Township Board,

RE: Electric Car Charging Station Donation

The Oshtemo Downtown Development Authority (DDA) recognizes that electric vehicles are increasing in popularity in Michigan and as such electric vehicle users are representing an increasing percentage of patrons. To attract and encourage this group of patrons to come to the historic Oshtemo Village, the DDA Board's 2021 budget included funds for the installation of an electric car charging station within its boundaries. With the assistance of Josh Owens, Assistant Supervisor, and approval from the Oshtemo Parks Committee, an electric car charging station has been installed in Flesher Field. Users of the charging station will pay for their electric usage and contribute to the maintenance costs of the station. The station will be self-sustaining.

The Downtown Development Authority wishes to donate the electric charging station to Oshtemo Township.

Thank you for your continued support and partnership,

Grant Taylor, DDA Chair



January 12, 2022

**To: DDA Board**

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

**Re: Project Update: VC and Village Form Based Code Amendment**

Wade Trim, per contract with the DDA, is underway drafting amendments to both the VC zoning district and Village Form Based Code. The subcommittee will provide an update to the DDA Board at their regular January 20<sup>th</sup> meeting.



January 12, 2022

**To: DDA Board**

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

**Re: Contract renewal for DDA Seasonal Banners**

For the past number of years the DDA Board has contracted with SignArt to store and rotate the DDA's seasonal banners. With a new year a new contract needs to be entered into for their services. The proposed contract with SignArt, attached, is the same as those from previous years: \$380 per banner swap for a total amount of \$1,520.

Attachment – SignArt Contract

# Oshtemo Township Banner Swap 2020



January 1 - April 1



April 1 - June 30



July 1 - November 16



November 16 - January 4 2021



**QUOTATION & PURCHASE CONTRACT**

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

**CONTRACT #** 0011450  
**QUOTATION DATE** 12/21/2021 **Page 1 of 1**  
**SALESPERSON** SJV  
**Salesperson Email** svandersloot@signartinc.com  
**Cust PO#/Reference** BANNER SWAP

**PURCHASER** OSHTEMO CHARTER TOWNSHIP OT04  
**7275 W. MAIN ST.**  
**KALAMAZOO, MI 49009**

**LOCATION** OSHTEMO CHARTER TOWNSHIP  
**7275 W. MAIN ST.**  
**KALAMAZOO, MI 49009**

**ATTENTION** IRIS LUBBERT (269)375-4260 **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 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 support structures unless specifically itemized.

Item	Qty	UM	Description of Work	Part #	Price	Extension
001	1.00	EA	BANNER SWAP - 1 (JAN) Using one (1) man and 30' bucket truck, remove from SignArt inventory and reinstall customer provided 2'6" x 5'0" banners. Swap out existing banners located on various utility poles in the village district. Return existing banners to SignArt inventory.	SA INSTALL	\$380.00	\$380.00
002	1.00	EA	BANNER SWAP - 2 (APRIL) Using one (1) man and 30' bucket truck, remove from SignArt inventory and reinstall customer provided 2'6" x 5'0" banners. Swap out existing banners located on various utility poles in the village district. Return existing banners to SignArt inventory.	SA INSTALL	\$380.00	\$380.00
003	1.00	EA	BANNER SWAP - 3 (JULY) Using one (1) man and 30' bucket truck, remove from SignArt inventory and reinstall customer provided 2'6" x 5'0" banners. Swap out existing banners located on various utility poles in the village district. Return existing banners to SignArt inventory.	SA INSTALL	\$380.00	\$380.00
004	1.00	EA	BANNER SWAP - 4 (NOV) Using one (1) man and 30' bucket truck, remove from SignArt inventory and reinstall customer provided 2'6" x 5'0" banners. Swap out existing banners located on various utility poles in the village district. Return existing banners to SignArt inventory.	SA INSTALL	\$380.00	\$380.00
005	1.00	EA	NOTES -Each banner swap to be invoiced separately.  -Exact dates to be determined.  -Banner support repairs, if necessary, to be authorized by customer and performed on a time and materials basis.			

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

Accepted for Purchaser and Payment Personally Guaranteed by:

**TOTAL AMOUNT: \$1,520.00**

**X**

**DEPOSIT:**

Signature \_\_\_\_\_ Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**BALANCE:**

Accepted for SignArt, Inc. by:

**(to be paid upon completion)**

Signature \_\_\_\_\_ Print \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_