

**DOWNTOWN DEVELOPMENT AUTHORITY
Board of Directors**

Participate through this Zoom link:
<https://us02web.zoom.us/j/89564080795>

Or by calling: 1-929-205-6099
Meeting ID: **895 6408 0795**

(Refer to the www.oshtemo.org Home Page or the next page of this packet for additional Virtual Meeting Information)

Thursday, January 21, 2021
12:00 p.m. - 1:00 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Election of Officers - Chair, Vice-Chair, Secretary, and Treasurer
4. Approval of Minutes: December 3, 2020
5. Treasurer's Report:
 - a. November – December 2020 (unaudited)
 - b. 2021 Budget
6. Project Updates
 - a. Gateway Project at Stadium Drive and 9th Street
 - b. Stadium Drive Sidewalks and Contract
7. Contract Renewal for DDA Seasonal Banners
8. DDA Survey Results Discussion
9. Other Items
10. Public Comment
11. Announcements and Adjournment

Next Meeting Thursday, March 18th, 2021

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 895 6408 0795**

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

To join the conference by phone:

1. On your phone, dial the toll-free teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **895 6408 0795#**

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



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

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press *9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

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

**DRAFT MINUTES OF AN EMERGENCY VIRTUAL MEETING HELD
DECEMBER 3, 2020**

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held an emergency meeting via tele-conference on Thursday, December 3, 2020. The meeting was called to order at approximately 2:06 p.m.

Due to the absences of both Chairperson Taylor and Vice Chairperson MacDonald, Mr. Corakis indicated he would be willing to chair the meeting. Mr. Skalski nominated him and those present were in agreement.

Roll Call Vote:

Mr. Corakis asked Ms. Lubbert to call the roll by voice.

Members present: Bruce Betzler, Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Dick Skalski, and Ryan Wieber.

Members absent: Grant Taylor, Julie Hite, Mike Lutke, Rich MacDonald, and Jack Siegel.

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

Approval of Agenda

Mr. Corakis asked if there were additions or corrections to the agenda. Hearing none, he asked for a motion.

Mr. Wieber moved to approve the agenda as presented. Mr. Skalski seconded the motion. The motion passed unanimously by roll call vote.

Approval of Minutes

Mr. Corakis asked if there were additions or corrections to the Minutes of the Virtual Meeting of November 19, 2020. Hearing none, he asked for a motion.

Mr. Wieber moved to approve the Minutes of the Meeting of November 19, 2020 as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

BUDGET AMENDMENTS – WATER AND ELECTRIC FOR THE GATEWAY SITE

Ms. Lubbert explained that with construction and completion, the Stadium Drive and 9th Street Gateway Project has water and electricity utility expenses and budget amendments were needed to provide funding for the 2020 and 2021 utility bills. Per discussion with the Township Maintenance Director, the following amounts were recommended to be budgeted:

2020 Utilities:	Electricity - \$400.00	Water - \$850.00
2021 Utilities:	Electricity - \$600.00	Water - \$1,200.00

Mr. Corakis said he researched the water usage in 2020 and found almost 2,000,000 gallons of water were used in three months, noting it was a dry summer and watering of the new plantings was done 3-4 times per day, 7 days per week.

The group agreed the proposed amounts for the 2020 and 2021 utility budget amendments were reasonable and could be amended later in the year if necessary. Mr. Corakis asked for two motions.

Mr. Skalski moved to amend the 2020 budget to increase utilities for the Gateway Project by \$400 for electricity and \$850 for water as presented. Mr. Wieber seconded the motion. The motion carried unanimously by roll call vote.

Mr. Cekola moved to amend the 2021 budget to increase utilities for the Gateway Project by \$600 for electricity and \$1,200 for water as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Open House – November 19th and December 2nd

Ms. Lubbert gave an update on the November 19th and December 2nd Open Houses. There were three attendees on November 19th and none on December 2nd. Feedback was provided on the informational pieces posted on the website. To date there have been approximately 60 respondents to the online survey. Comments will be received until December 18th. She will release a summary of the feedback before the New Year.

Other Board Items/Updates

Ms. Lubbert reported a number of queries emerging regarding interest in the second round of the Covid-19 Emergency Assistance Grant Program. Eight applications

have been received so far. The sub-committee will meet to review applications next week.

Public Comment

As there were no members of the public present, Mr. Corakis moved to the next item on the agenda.

Announcements and Adjournment

The group agreed with Ms. Heiny-Cogswell's suggestion that the holiday lights at the corner site be left in place until January 6th.

Ms. Heiny-Cogswell reported the Township learned the Michigan Natural Resource Trust Fund has awarded \$58,000.00 for acquiring the Fruit Belt Trail. It is likely there will be a July or August closing. Township Staff will talk with property owners regarding any concerns they may have.

Ms. Lubbert noted the next DDA meeting is scheduled for January 21st, 2021.

There being no further business, Mr. Corakis adjourned the meeting at approximately 2:23 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: December 4, 2020

Minutes Approved:

January 15, 2021



To: DDA Board

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

Re: November – December 2020 Treasurer’s Report

Attached you will find the Treasurer’s Report for November – December 2020, unaudited.

There were no revenue increases this cycle.

Expenditures from this cycle total \$49,690.85. Payments included general operating expenditures, the annual Music in the Park contribution, holiday décor at the corner site, finalizing the corner site improvement project, and the second round of Small Business Emergency Assistance Grants. Please note that the three new expenditure types, via approved budget amendments, are noted in red in the report.

Note: A invoice for a \$120.00 legal fee and a invoice for a \$156.46 electric fee were not found while preparing this report. Staff is looking into these two charges.

Attachments: November – December 2020 Treasurer’s Report
Invoices
Thank you letter from Happytail Boarding Kennel

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report November - December, 2020
Unaudited

REVENUES	2020 Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$540,000.00	\$540,000.00	\$0.00	\$540,000.00
Property Tax Revenue	\$170,000.00	\$168,226.56	\$0.00	\$168,226.56
Interest Earned	\$15,000.00	\$3,952.21	\$0.00	\$3,952.21
TOTAL REVENUES	\$725,000.00	\$712,178.77	\$0.00	\$712,178.77

EXPENDITURES	2020 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance per 2020 Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	100.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$298.40	\$0.00	\$298.40	\$201.60	59.68%
Community Events	\$750.00	\$0.00	\$750.00	\$750.00	\$0.00	100.00%
Consultants	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Accounting & Auditing Fees	\$2,000.00	\$1,450.00	\$100.00	\$1,550.00	\$450.00	77.50%
Legal Fees	\$2,000.00	\$0.00	\$562.50	\$562.50	\$1,437.50	28.13%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$850.00	\$0.00	\$801.38	\$801.38	\$48.62	94.28%
Electric	\$400.00	\$0.00	\$209.08	\$209.08	\$190.92	52.27%
Repairs & Maintenance	\$8,000.00	\$3,224.38	\$268.00	\$3,492.38	\$4,507.62	43.65%
<i>Banner rotation/storage/maintenance</i>	\$2,000.00	\$1,520.00	\$0.00	\$1,520.00	\$480.00	76.00%
<i>Lawn care and maintenance</i>	\$4,000.00	\$1,608.00	\$268.00	\$1,876.00	\$2,124.00	46.90%
<i>Millard's Way snow removal</i>	\$2,000.00	\$96.38	\$0.00	\$96.38	\$1,903.62	4.82%
Holiday Décor	\$5,000.00	\$0.00	\$4,999.89	\$4,999.89	\$0.11	100.00%
Capital Outlay/Obligated Projects	\$460,000.00	\$165,794.23	\$5,000.00	\$170,794.23	\$289,205.77	37.13%
<i>Corner site improvement construction/documents/admin.</i>	\$380,000.00	\$158,268.23	\$5,000.00	\$163,268.23	\$216,731.77	42.97%
<i>Stadium Drive sidewalk documents</i>	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
<i>Stadium Drive nonmotorized design</i>	\$60,000.00	\$7,526.00	\$0.00	\$7,526.00	\$52,474.00	12.54%
<i>Façade grant program</i>	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Capital Outlay/Obligated Projects	\$110,000.00	\$0.00	\$0.00	\$0.00	\$110,000.00	0.00%
<i>Property Acquisition</i>	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
<i>Stadium Drive sidewalk easement acquisition</i>	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
Emergency Assistance Programs	\$100,000.00	\$47,500.00	\$35,000.00	\$82,500.00	\$17,500.00	82.50%
<i>Small Buisness Emergency Assistance Grants</i>	\$90,000.00	\$47,500.00	\$35,000.00	\$82,500.00	\$7,500.00	91.67%
<i>Gift Card program</i>	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
TOTAL EXPENDITURES	\$712,500.00	\$218,267.01	\$49,690.85	\$267,957.86	\$444,542.14	37.61%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$444,220.91
FUND EQUITY	\$216,734.94
TOTAL CASH BALANCE	\$660,955.85

Oshtemo
Township
 7275 W. Main
 Kalamazoo MI, 49009



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

INVOICE SUMMARY – PLANNING SERVICES

Date: November 23, 2020

STATEMENT

Invoice #	Description	Rate	Quantity	Due	Balance
	Planning Staff				
10081	4 th Qtr 2019			\$500.00	\$500.00
10086	1 st Qtr 2020			\$500.00	\$500.00
10094	2 nd Qtr 2020			\$500.00	\$500.00
10101	3 rd Qtr 2020			\$500.00	\$500.00
Total Due					\$2,000.00

PAST DUE BALANCE

Invoice #	0-30	30-60	60-90	90+
<i>10081</i>				<i>\$500.00</i>
<i>10086</i>				<i>\$500.00</i>
<i>10091</i>				<i>\$500.00</i>
<i>10101</i>				<i>\$500.00</i>

Please make all checks payable to: *Oshtemo Township*

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

Total Due: \$2,000.00
--



Invoice

To: Grant Taylor, Oshtemo Downtown Development Authority
From: Karen High, Oshtemo Township Parks Director
Date: October 29, 2020
RE: Invoice for Sponsorship - Music in the Park 2020
Amount: \$750

Grant,

On behalf of the Oshtemo Friends of the Parks, please accept our sincere gratitude to the Downtown Development Authority for sponsoring our first VIRTUAL "Music in the Park" concert.

A check in the amount of \$750 should be made payable to Oshtemo Friends of the Parks and delivered to the attention of Karen High. Please contact me with any questions at (269) 216-5233 or khigh@oshtemo.org. Thank you!

cc: Iris Lubbert

SiegfriedCrandallPC

Certified Public Accountants & Advisors

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

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

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

Invoice Number: 104230
Client ID: 6870

Date: 11/30/2020
Payable upon receipt

Professional services during the month of November 2020, which included the following:

Steve - assistance with CVTRS reporting (7.5 hours @ \$200)	1,500.00
Steve - assistance with sewer balances and projections - final (1 hour @ \$200)	200.00
Joel - June cash assistance (2.75 hrs @ \$150)	412.50
Ann - assistance with bank reconciliations (3 hours @ \$125)	375.00
Less: discount	(187.50)

Breakdown by fund: 101-223-82500

101 - \$1,500 - P12776
✓ 107 - 100 - P12760 - PD 206-336-82500
✓ 206 - 100 - P12764 - Police - 207-310-82500 (complete)
207 - 100 - P12760 - PD 211-314-82500
✓ 211 - 100 - P12793 - Completed ORAET - 249-371-82500
249 - 100 - P12770 - Public Works - 490-000-80800
✓ 490 - 100 - P12770 - " - 491-000-80800
✓ 491 - 100 - P12785 - Planning 900-728-82500
900 - 100 - P12785 - Planning 900-728-82500

\$2,300
====

New Charges:	\$2,300.00
Plus Prior Balance:	\$6,300.00
New Balance:	<u>\$8,600.00</u>



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

13483

pick?

City of Kalamazoo Utility Bill

Account Number:	SDK00652002	Bill Date:	11/09/2020
Unique ID:	163648	Due Date:	11/30/2020
Customer Name:	OSHTEMO TOWNSHIP		
Service Address:	6520 STADIUM DR	Cycle:	3C

Special Message:
 SIGN UP ONLINE AT WWW.KALAMAZOOCITY.ORG/TREASURER TO SCHEDULE RECURRING PAYMENTS, TEXT ALERTS, AND USE THE DASHBOARD TO VIEW ALL YOUR ACCOUNT INFORMATION IN ONE SPOT.

02811

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

beg 13bill

Prior Balance	\$0.00
Paid Since Last Bill	\$0.00
Adjustments	\$0.00
Penalties	\$0.00
PAST DUE BALANCE	\$0.00

Office Open:

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

Email Address:
utilities@kalamazooacity.org

Visit our website:
www.kalamazooacity.org

Please see reverse side for additional information.

Meter #	Prev Date	Curr Date	Previous Reading	Current Reading	Usage
1566502634	07/07/20	11/04/20	0 Auto Read	193 Estimate	730.51
W012212025	10/31/13	07/07/20	531.31	531.31	0
			Actual	Actual	

Service	Usage	Charges
METER CHANGE		\$0.00
OSH-SURCHARGE-WATER		\$30.82
SEASONAL -METER	730.505	\$721.74
WATER OMR QT OS 1"		\$48.82

TOTAL CURRENT CHARGES	\$801.38
BALANCE FORWARD	\$0.00
TOTAL AMOUNT DUE	\$801.38

Total due if after due date: \$801.38

Any payments applied after 11/09/2020 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	11/09/2020	11/30/2020
TOTAL CURRENT CHARGES	PAST DUE BALANCE	TOTAL AMOUNT DUE
\$801.38	\$0.00	\$801.38

Please Check This Box If Completing Back of Coupon.



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



00000000000000000000\$DK00652002U000000801



NNNNN

For City Information Visit: www.kalamazoo.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 statment 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.kalamazoo.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!

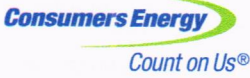
For more information about water use and water conservation, please visit the City's website at www.kalamazoo.org

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

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

cc: Lisa *DBT eddy*

Account: **1030 3845 5574**



Questions:
Visit: ConsumersEnergy.com
Call us: **800-805-0490**

Amount Due: \$52.62
Please pay by: January 05, 2021



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



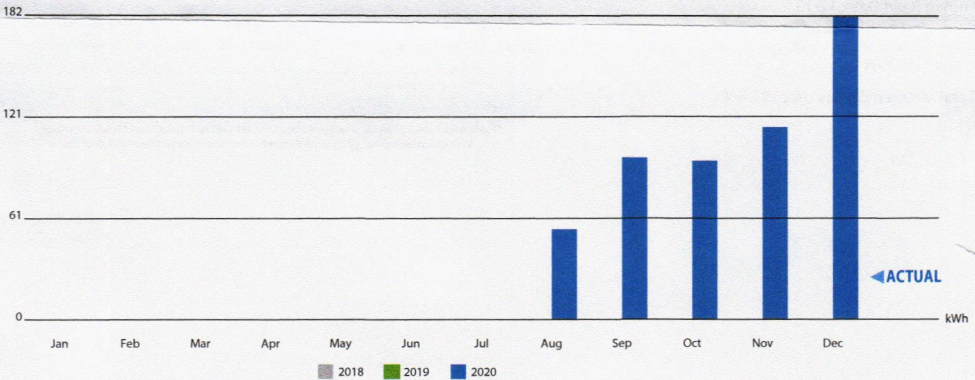
▶ **Thank You** - We received your last payment of **\$129.74** on **December 02, 2020**

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

December Energy Bill

Service dates: November 13, 2020 - December 13, 2020 (31 days)

Total Electric Use (kWh - kilowatt-hour)



December Electric Use

182 kWh
December 2019 use: 0 kWh

Cost per day:

\$1.70

kWh per day:

6

Prior 12 months electric use:

543 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.

900-728-92100

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

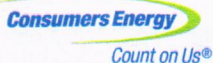
Account: **1030 3845 5574**

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

PAYMENT CENTER
PO BOX 740309
CINCINNATI OH 45274-0309

Amount Due: \$52.62
Please pay by: January 05, 2021
Enclosed:

I 103038455574 000000052621 0000 2056 0 000000000000



Need to talk to us? Visit 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: 11/13/2020 - 12/13/2020
Days Billed: 31
Portion: 12 12/20

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read date is on or around 01/12/2021

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 000003870323
Beginning Read Date: 11-13
Ending Read Date: 12-13
Beginning Read: 361
Ending Read: 543 (Actual)
Usage: 182 kWh

Total Metered Energy Use: 182 kWh

December Energy Bill

Invoice: 201451557133

Account Summary

Last Month's Account Balance \$129.74
Payment on December 02, 2020 \$129.74

Balance Forward \$0.00

Payments applied after Dec 14, 2020 are not included.

Electric Charges

Energy	182@ 0.095527	\$17.39
Cap. Tax Reform Credit	182@ 0.000446-	\$0.08-
PSCR	182@ 0.007460-	\$1.36-
System Access		\$27.94
Distribution	182@ 0.042472	\$7.73
Dist. Tax Reform Credit	182@ 0.000848-	\$0.15-
Power Plant Securitization	182@ 0.001342	\$0.24
Low-Income Assist Fund		<u>\$0.91</u>

Total Electric \$52.62

Total Energy Charges \$52.62

Amount Due: \$52.62
by January 05, 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 for details about the above charges.

NEWS AND INFORMATION

Net Metering Reaches Capacity: Consumers Energy stopped accepting new applications for its net metering program on Nov. 19, 2020. To learn more, send an email to www.EnergyPurchase@cmsenergy.com.

Updating your facility? Building an addition? No

matter how you're growing, an electrical service upgrade request must be submitted, approved and completed before adding load to your electrical service. Increasing your load without an upgrade can create safety hazards, damaged equipment, cause voltage issues at neighboring properties and even result in shut-off. Avoid disruptions to your electric service by calling 800-477-5050 to request your upgrade. For more information about getting in touch with us, visit

www.ConsumersEnergy.com/contact-us.

ALERT - Beware of phone and email scams regarding utility payments: Consumers Energy never demands payment using only a prepaid card. Many options at www.ConsumersEnergy.com/waystopay.

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

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
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

14

S&T Lawn Service Inc.

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

P-13032

Invoice

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

Date:	10/31/2020
Invoice #:	18226
Terms:	Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
10/7/2020	10/07/2020 -- Lawn Mowing & Trimming	1	0.00	0.00
10/14/2020	10/14/2020 -- Lawn Mowing & Trimming	1	0.00	0.00
10/21/2020	10/21/2020 -- Lawn Mowing & Trimming	1	0.00	0.00
10/28/2020	10/28/2020 -- Lawn Mowing & Trimming	1	0.00	0.00
10/31/2020	10/31/2020 -- Lawn Service - Monthly Installment	1	268.00	268.00

Total	\$268.00
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Thank you for your business.

Customer Info		
<i>Last</i> Lubbert	<i>First</i> Iris	
<i>Customer Address</i> 7275 W. Main Street		
<i>City</i> Kalamazoo	<i>State</i> MI	<i>Zip</i> 49009
<i>Phone Number</i> (269) 216-5232	<i>Alt Phone Number</i>	
<i>Service Address</i> 7275 W. Main Street		
<i>City</i> Kalamazoo	<i>State</i> MI	<i>Zip</i> 49009
<i>Contact</i> Iris Lubbert		
<i>Phone Number</i> (269) 216-5232	<i>Alt Phone Number</i>	
<i>Email</i> ilubbert@oshtemo.org		

COMMERCIAL



Customer Copy

Your Local Service Provider
 Naylor Landscape Management
 Barney Naylor
 1300 S. 8th Street
 Kalamazoo, MI 49009
 (269) 375-0084
 BNaylor@naylorlandscape.com

COMMERCIAL DECORATING SERVICE PROPOSAL

<i>Contact Date</i> 9/23/2020	<i>Appt Date</i> 9/28/2020	<i>Accepted Date</i>	<i>Accepted By</i> <i>Grant Taylor</i>
<i>1st Install Date</i>	<i>2nd Install Date</i>	<i>Take Down Date</i>	

Oshtemo Park @ 9th Street & Stadium Dr., Rev I

Included Items

Category	Item	Description	Map	Qty	Color Code	Level	Price Adj	Pricing
Garland	18" x 9' WW LED Garland w/ Bow & Ornamental Picks	14" Delixe Garland with Picks & Orn. Picks on Sign	WR1			1	\$0.00	\$732.48
Tree/Shrub	T Trunk Wrap Mini 3.5 LED	Three Small Crabapple Trunks	T1	200	R	1	\$0.00	\$164.00
Tree/Shrub	T Canopy w/ Mini LED 6"	Three Small Crabapples Canopies	T1	450	G	1	\$0.00	\$324.00
Tree/Shrub	T Trunk Wrap w/ Mini LED	Two 3" cal. Oak Trees	T2	300		1	\$0.00	\$234.00
Tree/Shrub	T Canopy w/ Mini LED 6"	Two 3" cal. Oak Tree Canopies	T2	400		1	\$0.00	\$288.00
Ground	Stake Lighting C9 15" LED	Ooval Bed in Frony opf Oshtemo Sign	STK1		WwR	1	\$0.00	\$239.97
Displays	Tree of Lights 9ft	9ft. Tree of Lights	TOL1		G	1	\$0.00	\$273.96
Electrical	Timer - Digital	Digital Timer w/Battery Back-Up	E			1	\$0.00	\$132.00
Displays	Tree of Lights 12ft	12ft. Treew of Lights	TOL2		RABG	1	\$0.00	\$354.37
Tree-Outdoor	12 FT BRECKENRIDGE LED TREE	Actually 12ft Pre-Lit Everest Tree -Slim, add Dech	EOT1			1	\$0.00	\$1,447.00
Ornaments	100 MM Satin Gold, w/UV protection	For everest tree	ORN1			1	\$0.00	\$270.00
Ornaments	100 MM Classic Silver, w/UV protection	For Everest tree	ORN1			1	\$0.00	\$270.00
Ornaments	100 MM Classic Red, w/UV protection	For Everest Tree	ORN1			1	\$0.00	\$270.00

<i>Notes</i>	Subtotal	\$4,999.78
	Sales Tax	\$0.00
	Grand Total	\$4,999.78
	Deposit	\$2,499.89
	Remaining Balance	\$2,499.89

Iris Lubbert

From: Dick Skalski
Sent: Thursday, December 31, 2020 10:26 AM
To: Dusty Farmer; Libby Heiny-Cogswell; Marc Elliott; Iris Lubbert
Cc: Grant Taylor; Rick Everett; Fred Langeland
Subject: DDA Gateway Project, contract retainage

Follow Up Flag: Follow up
Flag Status: Flagged

The construction work at the DDA Gateway project has now been substantially completed, with the electrical receptacles raised and the mulch beds around the trees, have been expanded to include them. The contractor has also removed the plastic expansion joints within the sidewalk, and replaced them with the required rubber expansion material. The ADA detector strip that was placed upon the concrete surface of the ramp at the west end of the project adjacent to the easterly church drive that was not required, has also been removed along with the adhesive material and fastening bolts, and the disturbed surface has been repaired. I am therefore requesting that the \$5,000 retainage be released to the contractor, closing this project. There were concerns about the repairs at the west ramp, but this area is expected to be reconstructed with the next phase of the project, extending the walk west toward 8th Street next construction season, so those issues will be addressed at that time. Let me know if you have any questions or other concerns.

Dick

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to which it is addressed and may contain legally privileged, confidential information, or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of the e-mail message is strictly prohibited. If you have received this message in error, please notify me by e-mail reply, and delete the original message from your system.

Oshtemo Downtown Development Authority
 COVID-19 Small Business Emergency Assistance Grants – Second Round Awards

Applicant	Amount Awarded
Betzler Funeral Homes, Inc	\$ 2,500.00
HappyTail Boarding Kennel	\$ 2,500.00
Jac's Cekola's Pizza	\$ 2,500.00
Langeland Family Funeral Homes Westside Chapel	\$ 2,500.00
Larue's Family Restaurant	\$ 2,500.00
Schley Nelson Architects	\$ 2,500.00
Skyview CCM Rehabilitation	\$ 2,500.00
Ted and Marie's Restaurant	\$ 2,500.00
Master Siegels Martial Arts	\$ 2,500.00
Mill Creek Apartments	\$ 2,500.00
Messamore Chiropractic	\$ 2,500.00
Platinum Paws LLC	\$ 2,500.00
Shears to ya!	\$ 2,500.00
DLS 9th Street Properties	\$ 2,500.00
Total:	\$ 35,000.00

TO IRIS AND MEMBERS OF
OSHIMO DDA,

...VERY MUCH.



NEITHER THANK YOU NOR
VERY MUCH COVERS THE
GRATITUDE I HAVE THAT YOU
HAVE EXTENDED THIS GRANT
TO ME DURING THESE DIFER
ECONOMIC TIMES. YOUR HELP
RELIEVES A LOT OF STRESS
AS BUSINESSES LIKE MINE
WORK OUR WAY THROUGH THIS
PANDEMIC.

THANK YOU VERY MUCH
Maryanne Kenney
Happytail Boarding Kennel

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report January 2021
Unaudited

REVENUES	2021 Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$500,000.00	\$0.00	\$500,000.00	\$500,000.00
Property Tax Revenue	\$189,476.00	\$0.00	\$0.00	\$0.00
Misc (Personal Property Loss)	\$35,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$725,476.00	\$0.00	\$500,000.00	\$500,000.00

EXPENDITURES	2021 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance per 2020 Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.00%
Consultants	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0.00%
Accounting & Auditing Fees	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Legal Fees	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0.00%
Electric	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00%
Repairs & Maintenance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>	<i>0.00%</i>
<i>Lawn care and maintenance</i>	<i>\$4,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$4,000.00</i>	<i>0.00%</i>
<i>Millard's Way 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>
Capital Outlay/Obligated Projects	\$575,000.00	\$0.00	\$0.00	\$0.00	\$575,000.00	0.00%
<i>Stadium Drive Shared Use Path</i>	<i>\$450,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$450,000.00</i>	<i>0.00%</i>
<i>9th Street Sidewalk</i>	<i>\$30,000.00</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>OCC Wifi</i>	<i>\$5,000.00</i>					
<i>Property Acquisition</i>	<i>\$60,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$60,000.00</i>	<i>0.00%</i>
TOTAL EXPENDITURES	\$656,050.00	\$0.00	\$0.00	\$0.00	\$656,050.00	0.00%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$500,000.00
FUND EQUITY	\$160,955.85
TOTAL CASH BALANCE	\$660,955.85

January 15, 2021



To: DDA Board

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

Re: Gateway Project at Stadium and 9th Update

Mr. Skalski has graciously agreed to help staff coordinate the design and construction efforts related to the Gateway Project. He and staff will present an update to the Board at their regular January 21st meeting on the project's progress.

January 15, 2021



To: DDA Board

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

Re: Stadium Drive Sidewalks Update

During the budget discussion late last year, the DDA Board unanimously agreed that their main and largest project for 2021 would be the installation of a shared use path along the north side of Stadium Drive within their boundaries. Mr. Russel, with Prein&Newhof, will present an update on this project to the Board at their regular January 21st meeting along with a potential time line and contract. An estimate for landscaping has also been included in the contract, OCBA as the subcontractor, that will need to be discussed by the Board.

Attachment – Prein&Newhof Contract

Mr. Grant Taylor
January 15, 2021
Page 1

January 15, 2021

Sent via email: gtaylor@oshtemo.org

Mr. Grant Taylor
Treasurer
Charter Township of Oshtemo
7275 W. Main Street
Kalamazoo, MI 49009-8210

RE: Stadium Drive Sidewalk Project (DDA)

Dear Mr. Taylor:

Prein&Newhof is pleased to present our Professional Services Agreement for Engineering Design Services for the proposed Stadium Drive sidewalk project from the East DDA limits to 8th Street.

Prein and Newhoff proposes the following scope of services - \$55,000

- Research existing utilities.
- Design 6-foot-wide one-way path including ADA ramps.
- Design retaining wall.
- Provide legal descriptions for necessary easements. The cost for each description needed will be \$250 without an exhibit. The Township shall provide current deed or tax description.
- Prepare a detailed engineer's estimate.
- Prepare construction plans and specifications.
- Attend the following meetings:
 - Design progress meetings with Township staff, one per month
 - Township Board and DDA (joint meeting) at 50% and 90% design
 - One public comment meeting at 50% design (to correspond with 50% DDA meeting)
 -

OCBA proposes the following scope of services - \$8,800

- Landscape design for the north side of Stadium Drive
- Landscape architectural design focused on smaller scale street trees
- Preliminary design plan to you for review and comment by RCKC
- Landscape design at the corner of the Stadium/9th Street intersection in which small additional landscape improvements are desired; this may include perennials, ornamental grasses, low shrubs, and possibly low outcroppings consisting of ledgestone to relate to the gateway recently constructed.
- Attend two public DDA meetings
- Construction document preparation & bidding assistance
- Construction administration

Mr. Grant Taylor
January 15, 2021
Page 2

We will provide the services described above for the lump sum price of \$63,800.

The project team proposed to work on this project includes Thomas C. Wheat as project manager, Ryan Russell as lead design engineer and Ken Peregon as Landscape Architect.

This proposal does not include any permit application fees or soil investigation, and does not include construction services such as construction inspection, coordination, or staking. Easement cost will be on a unit basis as indicated above.

We propose to have this project ready to advertise for construction bids by March 25, 2021

Sincerely,

Prein&Newhof



Ryan M. Russell, P.E.



Jason M. Washler, P.E.

TCW:RMR:dj

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

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2020 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001 and Charter Township of Oshtemo (“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 8th Street to 11th 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: Treasurer
Phone Number: (269) 216-5221
Facsimile Number: (269) 375-7180
Email: gtaylor@oshtemo.org

Name: Ryan M. Russell, P.E.
Title: Project Engineer
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: rrussell@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 January 15, 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 January 15, 2021

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$63,800.

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.

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.



January 15, 2021

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



QUOTATION & PURCHASE CONTRACT

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

CONTRACT # 0009923
QUOTATION DATE 12/30/2020 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 _____

January 15, 2021



To: DDA Board

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

Re: DDA Survey Results

November through December last year an anonymous online survey was posted on the DDA's website, Facebook, and Nextdoor. 63 responses were received. Those responses were compiled, see attached, and will be presented for discussion to the DDA Board at their regular January 21st meeting by staff.

Attachment – Survey results

2020 DDA Survey Results – 63 respondents

Question 1: I am a ___ within the DDA District boundary. Select all that apply

Resident	25
Property owner	24
Business owner	6
Employee	3
Customer	38

Question 2: What is your favorite feature/business/characteristic of Oshtemo Village?

- Jac's, Hardings and LaRues are favorite businesses, the pathetic attempt to make this area a village is sad and a waste of my tax monies as I reside in Osthemo TOWNSHIP.
- The area has very little appeal
- The park
- Variety of eatery and shopping
- Convenient
- Family friendly and green space
- The whole package of Oshtemo itself.
- Jac's, soccer field, 9th St to Culver's, Jimmy Johns, and straight drive to KVCC
- Oakridge, post office. It is not on overdeveloped West Main.
- Small town feeling, with the benefit of a larger city next door.
- Quick access to stores downtown Kalamazoo, and the highway
- Quiet neighborhoods
- I don't really have one anymore! Oshtemo has caused unbelievable unnecessary stress in my life and plan to move out soon!!
- Oshtemo Park. I don't have a sense of oshtemo as a village at all
- There is none
- None- however I have two recommendations that can help SAVE LIVES instead of a side walk going no where.
- 2 x 55 mile per hour roads intersecting in the center of "downtown". Make me laugh every time I think about it.
- The park
- That there are traffic signals to allow easy pass through
- A variety of businesses within the village, you can get almost everything you need within the village.
- Big box stores.
- The addition of JACs
- Hardings
- Hardings
- Green space
- Most "village" aspect is long gone
- Library
- The variety of business
- The lower property taxes compared to the City of Kalamazoo
- Corner sign
- It used to be rural but close to city
- Love Flesher Field. Glad that Stadium is wide enough to handle traffic

- LaRue's
- No favorable opinion
- Erbelli's or Jac's
- Lower taxes
- I've never heard the term "Oshtemo Village" before this year but Flesher Park and businesses on 9th street.
- That I can stop and pickup last minute groceries or alcohol
- Target
- The corner Catalpa Tree by Subway
- Oshtemo Village doesn't exist and the idea of it is stupid
- hamburger row
- It's a quiet place to raise a family if Libby would stop trying to push everyone into poverty
- Businesses
- Seasonal street signage
- There isn't one.
- No favorites. Too much development. Do appreciate the non motorized paths.
- The parks
- The new welcome sign and greenspace
- The sense of community. The closeness of shopping, restaurants and post office.
- I appreciate having a grocery store, restaurants and a post office close by. It does feel like community.

Question 3: What improvements or changes would you like to see happen within Oshtemo Village?

- Remove the village theme remove the so called entry wall.
- Stop calling it a Village. Correct one if the worse intersections in the State.
- Always love family friendly improvements like trails
- Businesses being able to prosper and not be held up
- No sewer bond
- Remove the current supervisor and board who have wasted taxpayer money on "pet" projects.
- Need a neighborhood pub, not a franchise or chain place.
- More Development where you could walk to local businesses and have a downtown feel.
- roads
- Sidewalks. Sewer connection funded as an assessment.
- Transparency
- I would like the Oshtemo Township board to be held accountable for all their lies, the Michigan State Police case against them and spending tax money behind our backs for both personal expenses and Township expenses.
- What village ? 9 th and stadium ? Busy intersection
- Oshtemo should be aggressively looking for more businesses to move to our township
- 1) Two proper cross walks on 9th Street. One at Chime Street School and the other one at the light by the Moble Home Park...much like the schools in Portage and at WMU. 2) A side walk on KL Ave going west from Drake Rd all the way to 9th Street withe side walks being on the North side of the street. Last year two college kids were killed walking on the side of the road going to there apartments!
- I think the original "Village Theme Development Plan" had very little resident input, the results of the survey are in the single digits, and it is a travesty for the township to pursue an end that the majority of the residents were not aware of.
- lower speed limits, more pedestrian friendly

- Start using our taxes wisely.
- Remove the ridiculous corner, lose the Christmas decorations, stop trying to make the "village" an actual thing. Stop wasting money on this 4 corners.
- Nothing I can think of now
- More restaurants.
- Seems fine as is. Oshtemo is not a village set up like a little town. To me, the areas in Oshtemo township are scattered but that's ok. Not sure when Oshtemo became a village.
- Hard to read the sign; basically waste of money
- Narrow the roads and slow the speed limit
- Closure of sewer issue
- None. It's not your job, let the market/ business owners decide their own path.
- Lighted hiking trails for Flesher Field.
- Roads need some work in residential areas
- Bury the power lines
- Eliminate the warehouse development and eliminate adding liquor stores and convenience stores.
- I would love it if someone bought and restored the red brick school on Stadium.
- Have the township pay for the sewer and in addition seek advice from this living in the community prior to making decisions. This is typical of liberal leadership we have in the township
- none, too much has been done & it takes away from our rural charm
- Stop wasting township monies on beautifying corners with park benches no one will ever sit on or where no one will sit period
- Don't consider Oshtemo much of anything other than unbridled (and most often) development.
- Density...more of a Main Street feel. Less parking lots
- Residential leaf pickup
- Better use of land - for instance the small sitting park that absolutely nobody uses at 9th and Stadium. That should have been replaced with another gas station or convenience store. It would be great if there was a pharmacy like Walgreens along Stadium.
- Get rid of the weird sign. Also stop calling it a village. That implies that it's an actual village with all the government that is associated with it. Oshtemo is not a village and I don't want it to be one.
- An effort to keep greenspaces and natural habitats from development
- Street parking
- Stop spending money foolishly
- I would like the sign to reflect Oshtemo Township and the "village" theme to go away
- decorations at the holidays
- Honest and transparent leadership that would work for the people instead of against the hostility is old but Libby just won't stop. No one can have an opinion or they're banned on social media or their mic is cut off at meetings
- More decision making with the residents
- Slower speed limits at 9th & Stadium
- Stupid idea.
- Stop creating more places for us to buy stuff. Your infinite growth approach on a finite planet is contributing to climate change and mass species extinction.
- Leaf pick up
- More sidewalk, especially on 9th street
- Quit spending my tax money
- Sidewalk connections west on Stadium and north on 9th. Also, bus service connecting from Stadium to West Main.

- Sidewalks going west on Stadium and north on 9th. Bus service connecting Stadium to West Main is a very much needed service too.

Question 4: What feedback, if any, do you have for the newly installed greenspace and welcome sign at the corner of 9th St and Stadium Dr?

- Just beautiful.
- Waste of tax payers money could have been applied to more needed improvements.
- A careless use of taxes...how can we expand business when the TWP buys property subverting the tax base
- It doesn't seem well used or functional yet
- I think it was a waste of money
- Necessary?
- Love it. It is welcoming and a good use of the space
- Waste of taxpayer money
- haven't seen it.
- Way too much traffic, noise, lousy view
- It's fantastic. Looks great. Hope that we can build businesses around it to make it a gathering area, or focal center.
- It's a terrible place for a park. No more money should be wasted on that corner. Who is supposed to be enjoying this space?
- Sadly it was a waste of our tax dollars
- I don't like it! That corner should have been sold as commercial space to bring in business! That sign and space is ridiculous! I live and have lived for 17 years in Oshtemo Township not Oshtemo Village.
- Not to be cynical but welcome to what ?
- An absolute waste of tax dollars when we have a large beautiful park less than a half mile away that has restrooms, playground equipment and a huge sports field! Also a huge mistake taking a major intersection corner lot off the tax roll!
- Ridiculous! That money was spent foolishly! Who in their right mind would sit at one of the busiest intersections in Oshtemo Township? Do you really think any body is going to sit with there with a child or animal with all the gas fumes or not knowing someone could get hit by a vehicle and killed at that intersection?
- Fix the Coshtemo sign. Either replicate the entire Oshtemo logo, or create a new logo for the village area that doesn't look like a tent worm. Make the work AREA larger.
- Waste of money
- it's lovely, would look better if adjacent parking lot was improved
- It is not a wise use of our money. It does not have an impact on that corner
- Ridiculous.
- Waste of money, and the Coshtemo sign... I think we could have done better with less money
- Not sure why it is at that particular spot.
- A waste of \$
- It's ok. Appreciate the openness of changing the lettering in order to read it correctly. It implies that there is a village right there... when I think of village I think of several shops, restaurants, services, public land to visit. Oshtemo does not really have a main area of village in my opinion.
- Need more connecting sidewalks
- Nice
- Complete waste of money
- I enjoy seeing it

- Looks like we live in Coshtemo township now. It would have been useful to still have a gas station there.
- Seems like it was a waste of money
- It was a waste of money. And the logo looks like Coshtemo.
- I like it
- Absolutely useless, waste of money, remove it and add a business that generates tax revenue
- I find the sign hard to read. The rocks are "too busy" and make the letters hard to read. If there was a solid color piece of metal behind the letters, they would pop out better. The plantings are so new it is hard to tell what they will look like, but if they are similar to the township building (old fire station) they will be great.
- total waste of money
- It's ridiculous that money was spent for this. A
- It's nice
- It brings no value to the township and should have been used as a tax and revenue generating parcel. I drive by it twice a day and have never seen a person utilize that space.
- Why? Why does it say Coshtemo? What is the purpose of the green space and/or the long term plan for the space? Right now it's just a random sign and some benches next to a beat up parking lot that's hard to access. No bus stops there or walking path connected. Just a great place for someone to put a car up for sale. (Or other things to sell...)
- It looks nice and I don't see why so many people are mad about it.
- Glad to see the gas station gone and the green space.
- Complete waste of taxpayers money. The Libby monument is a joke.
- The "Village" should say Township and the "area" is even worse looking than before
- lovely
- You guys are trying to buy property and do all type of meaningless stuff to build Libbyville we are tired of it Libby
- Waste of money
- Too much money spent
- Stop wasting our tax dollars on stupid things
- Sad. Green space for whom? More grass to mow, more flowers for what? More chemicals used to create an aesthetic that is anti-nature.
- I question the purpose of this corner. There are no walking paths that connect to it
- I really like this area and think it has added significant beauty to the Oshtemo Village
- It was a massive waste of money
- I like the look. I am hopeful of the connecting sidewalks, making foot traffic safer along two very busy roads.
- I like it. With sidewalks connecting in the future to the corner will help with safety of foot traffic.

Question 5: Would you be interested in seeing any of the following within the DDA boundary? Select all that apply.

Bus Shelter	17
free WiFi at the Community Center	13
Car Charging Stations	9
Additional Housing Options	4
Trail/Sidewalk connections	27
More community events	16

Other:

- Pharmacy...more private businesses, less TWP involvement
- I live North of Menards and am new to the area. I like the soccer fields.
- Better businesses, development is too disjointed - no flow. Needs to look more like the development west (SchauHaus, etc)
- Transparency!!!!
- 1) Cross walks by both schools on 9th Street like Portage Schools and WMU. 2) sidewalk on the North side of the KL AVE between Drake Rd and 9th Street- and try and save some lives!
- I would like to see a bus route to Hardings and KVCC
- seems like a good area for "tiny houses"
- Please stop spending our hard earned money on frivolous items. You keep raising taxes but are less efficient
- Lower property taxes so landlords can lower rent and make the area more enticing for business and tenants.
- None of this. Just fix roads and leave my septic system alone.
- Bury the lines
- Add grass and trees to compensate for all the sidewalks, parks and liquor stores that the DDA seem to think is best.
- I think this is moot because of the urban sprawl which Oshtemo has become
- Mixed use buildings, less concrete...especially around Stadium and 9th
- Not only housing options, but AFFORDABLE housing for low income families within the township. While this doesn't affect our family personally, I still want to see a more obtainable living situation for all families.
- Street trees
- None, stop spending our tax payer money!
- Promoting Fletcher field is great, the rest of this list is garbage
- No more expenses that we dont want
- Paying of the sewer project or the freedom to decide ourselves
- A splash pad in the park for the kids in the area
- All are ridiculous
- Save tax money for the effects of COVID