



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

**DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS - REGULAR MEETING**

**OSHTEMO COMMUNITY CENTER  
6407 PARKVIEW AVENUE**

**THURSDAY, NOVEMBER 18, 2021  
12:00 P.M.**

**AGENDA**

1. Call to Order
2. Roll Call and Remote Location Identification
3. Approval of Agenda
4. Approval of Minutes: September 16, 2021
5. Treasurer's Report: September – October 2021 (unaudited)
6. 2022 Meeting Dates
7. Snow Removal for Stadium Drive Sidewalks
8. Project Updates
  - A. Stadium Drive Sidewalks – North and South
  - B. Electric Vehicle Charging Station
  - C. VC and Village Form Based Code Amendment
  - D. Holiday Décor
9. Open House Coordination - December 1<sup>st</sup>
10. Other Items
11. Public Comment
12. Announcements and Adjournment

Next Meeting: **January 20, 2022**

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

**DRAFT MINUTES OF A MEETING HELD SEPTEMBER 16, 2021**

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held their regular meeting at the Oshtemo Community Center, on Thursday, September 16, 2021. The meeting was called to order at approximately 12:01 p.m.

Members Present: Grant Taylor, Bruce Betzler, Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Rich MacDonald, Dick Skalski and Ryan Winfield

Members absent: Mike Lutke, Jack Siegel, and Ryan Wieber

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

Several Guests were present, including:

Ryan Russell, Prein & Newhof, Kurt DeVries, Hardings, Phyllis Lubbert, resident; Tom Salamun, resident.

**Agenda**

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

Ms. Heiny-Cogswell made a motion to approve the agenda as presented. Mr. Skalski seconded the motion. The motion carried unanimously.

**Minutes**

The Chair determined no one had additions or corrections to the Minutes of the Virtual Meeting of July 15, 2021, and asked for a motion.

Mr. Winfield made a motion to approve the Minutes of the Meeting of July 15, 2021, as presented. Mr. Betzler seconded the motion. The motion carried unanimously.

**Treasurer's Report: July - August 2021 (unaudited)**

Ms. Lubbert presented the Treasurer's Report for July – August 2021, unaudited, noting no property tax revenue was collected for the cycle. Total expenditures were \$39,867.70. Payments included general operating expenditures, Stadium Drive Shared Use Path work and easement recording fees, banner swap fees, the sunburst removal from the Village monument sign, and landscaping fees.

Mr. MacDonald made a motion to approve the Minutes of the Meeting of July 15, 2021, as presented. Mr. Skalski seconded the motion. The motion carried unanimously.

### **Consideration of VC and Village Form Based Code Amendment Proposal**

Ms. Lubbert reported that, per the DDA Board's request, Wade Trim submitted a proposal for \$12,500 to prepare amendments to the Oshtemo Township Zoning Ordinance that implement the recommendations outlined in the 2019 Village Theme Development Plan Update. She requested the Board consider the proposal. If approved, a budget amendment was not necessary; the existing DDA's Consultant budget would be utilized.

Mr. Corakis asked if the amendments will contain language to allow drive-thrus and if the Oshtemo Planning Commission is aware of and approves of this effort. Ms. Lubbert said that language will be included and the Planning Commission is in support of the effort.

Chairperson Taylor said this is a significant step forward and asked for a motion.

Mr. MacDonald made a motion to approve the proposal from Wade Trim in the amount of \$12,500 to prepare amendments to the Ordinance that implement the recommendations in the 2019 Village Theme Development Plan Update. Mr. Skalski seconded the motion. The motion carried unanimously.

Mr. MacDonald, Mr. Cekola, and Mr. Winfield volunteered to be on a subcommittee to provide guidance throughout this effort.

Mr. DeVries requested to be included when the subcommittee met. Chairperson Taylor said that wouldn't be an issue.

### **Consideration of Holiday Décor Proposal**

Ms. Lubbert provided Naylor Landscaping's renewal proposal for decorating the 9<sup>th</sup> Street and Stadium Drive corner park for review. The proposed work totaled \$4,440.30, which is under the \$5,000.00 budgeted for the project. Decorations will be installed soon after Thanksgiving. Early approval includes a discount reflected in the proposed price.

Mr. Winfield wondered when the décor would be installed. Chairperson Taylor noted there was no specific date in the contract but anticipated the décor would be installed after Thanksgiving.

Ms. Heiny-Cogswell asked for clarification on what décor was being taken out of storage and what was new. Chairperson Taylor said they will request those specific details from Naylor Landscaping in next year's contract.

Mr. Winfield made a motion to approve the proposal from Naylor's for 2021 holiday decorations at the corner of 9<sup>th</sup> Street and Stadium Drive in the amount of \$4,440.30, as submitted. Mr. Skalski seconded the motion. The motion carried unanimously.

Mr. MacDonald noted that he would prefer to see the décor installed before Thanksgiving. The DDA board unanimously agreed to request an early install date.

### **Capital Improvement Plan (CIP) Discussion**

Ms. Lubbert indicated every year the Township is required to prepare a Capital Improvement Plan (CIP) outlining the public structures and improvements planned to be completed in the following six-year period. This document is intended to help municipalities develop intermediate action steps to achieve key objectives in the community and is an ongoing planning instrument that influences Township decisions. Part of the Township's CIP includes a section for the DDA.

At the last DDA meeting, the 2022 budget was discussed and submitted to the Township Board for consideration. The next step is taking the proposed 2022 budget and projecting project decisions forward. She provided a CIP draft for Board consideration.

The DDA Board discussed whether to split the work to complete the southern portion of the Stadium Drive sidewalks at the estimated cost of \$600,000 over two to three years or to approach the Township to borrow funds to be able to complete the project in one year. The group agreed to ask the Township to loan the DDA \$600,000 in order to begin the project in early 2022 and complete it in one year.

Chairperson Taylor made a motion to amend the budget for 2022 to provide a total of \$600,000 to complete the sidewalk project in one year and to ask the Township for a loan in the same amount to be repaid within three years in a minimum of three payments of \$200,000. Mr. Skalski seconded the motion. The motion carried unanimously.

Chairperson Taylor and Ms. Lubbert will request Attorney Porter to draft language for a loan proposal to the Township Board.

### **Project Updates**

**a. Stadium Drive Sidewalks**

Ms. Lubbert introduced Ryan Russell with Prein & Newhof who presented an update on this project.

He reported tree work and grading are completed and it is expected paving will be completed before winter. Pros and cons of specific materials to be used was discussed. He met with the fire chief and building department regarding the proposed ramp for the front of the church and found the Road Commission denied the planned ramp as the space available is two inches short of ADA requirements. Instead they will build a simple set of steps which the church actually preferred – more historically accurate. As this project will remove the only ADA compliant entrance into the church, dollars saved as a result will be used to install a ADA compliant access ramp at the church’s fire exit on the back of the building.

**b. Car Charging Stations**

Josh Owens, Assistant Supervisor, provided a detailed update for the Board on his research regarding the Car Charging Station project, including a listing of available vendor options and ballpark costs, the possibility of a grant, station ownership options, data analytics including likely public usage, two location possibilities, and his recommendation of vendors to whom a request for quote might be solicited. A copy of Mr. Owens presentation is attached to these Minutes. After discussion, it was agreed to move forward and get quotes for the installation of charging stations at both proposed locations.

Chairperson Taylor made a motion to authorize Mr. Owens to request detailed quotes from vendors for car charging stations. Mr. MacDonald seconded the motion. The motion carried unanimously.

Mr. Owens indicated the goal would be to complete installation before winter.

The group expressed its thanks to Mr. Owens for all his work on this project.

**Virtual vs. In-person Meetings**

Ms. Lubbert indicated the group decided to return to in-person meetings at the July meeting. Given the current covid-19 uptick due to the Delta variant, the Board discussed whether they wished to continue in-person meetings or return to virtual meetings.

The group consensus was it was preferable to maintain in-person meetings and to look into the possibility of a hybrid option.

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

Ms. Lubbert noted the DDA must hold two open houses for the public each year. They have provided one this year so far; she proposed, and the group agreed upon a second meeting for December 1<sup>st</sup> from 3-5 p.m. jointly with SODA. Likely items to highlight at the meeting are the sidewalk and corner projects and charging stations if there is something by then to report.

## **Other Board Items/Updates**

Ms. Lubbert reported this was Mr. Betzler's last DDA meeting. He joined the Board when it was founded in 2004. A certificate of appreciation for his service was presented and the group acknowledged he and his contributions would be missed.

Mr. Betzler said he would soon be moving to northern Michigan.

## **Public Comment**

Tom Salamun, an 11<sup>th</sup> Street resident, asked general questions about the DDA. Ms. Lubbert clarified the purpose and boundaries of the DDA.

## **Announcements and Adjournment**

As there were no announcements, Chairperson Taylor adjourned the meeting at approximately 1:29 p.m.

Oshemo Charter Township  
Downtown Development Authority

Minutes Prepared: September 17, 2021

Minutes Approved:



# DDA EV Charging Station

Josh Owens  
Oshtemo Assistant Supervisor

# Electric Vehicle Market

## Current State

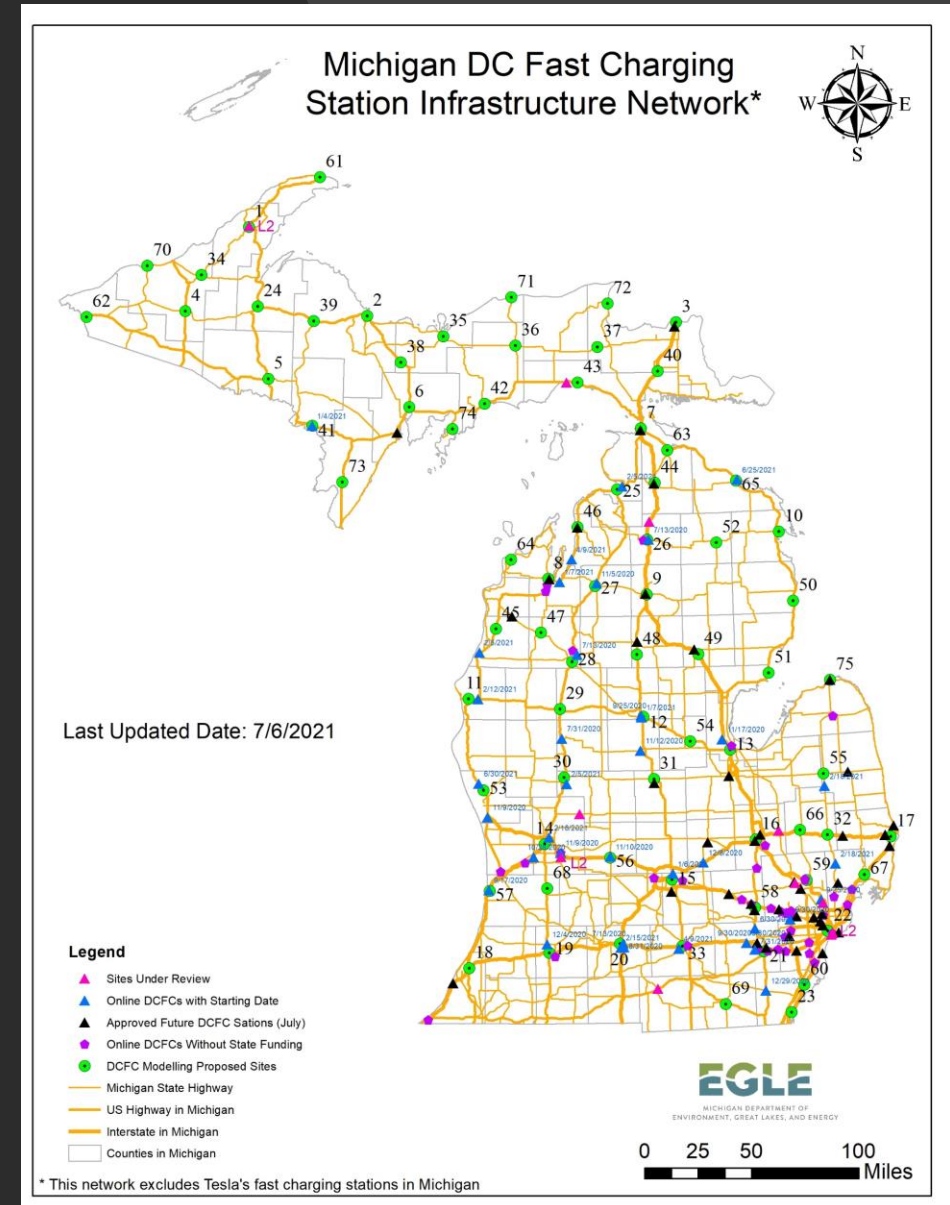
- About 24,000 electric vehicles were registered in Michigan (2021)
  - 2.8 million vehicles total (<1%)
  - Largest market share is California at 8% (2019)
- Nearly 1,400 public charging ports statewide
  - Nearly 216,000 charging ports nationwide
  - Oshtemo has 4 public charging ports



# Electric Vehicle Market

## EV Forecast (continued)

- Current \$1 trillion infrastructure bill would commit \$7.5 billion to EV infrastructure nationwide
- 2.4 million EV chargers will be needed by 2030
  - Workplace chargers = 1.3 million
  - Public level 2 chargers = 900,000
  - DC fast chargers = 200,000
- Michigan looking to add 300 DC fast chargers by 2030



# Types of Charging Stations



# Station Options



## Charging Station Options

Vendor Name	Type of Station	Station Name	Specs	Cost
ChargePoint	Level 2	CT4000	240v 40 amp 7.2 kW	\$10k—\$14k
ChargePoint—CaaS	Level 2	CT4000	240v 40 amp 7.2 kW	\$2040 per year 5-year agreement
Powerlink	Level 2	CT4000	240v 40 amp 7.2 kW	\$9,737
Blink	Level 2	IQ200	240v 100 amp 19.2 kW	\$10,906
Blink—BaaS	Level 2	IQ200	240v 100 amp 19.2 kW	\$2,868 a year 5-year agreement
Blink—Hybrid	Level 2	IQ200	240v 100 amp 19.2 kW	No cost for equipment
Volta	Level 2	L2	240v 40 amp 7.2 kW	No cost for equipment
Enel	Level 2	JuiceBox 48	240v 48 amp 10kW	?

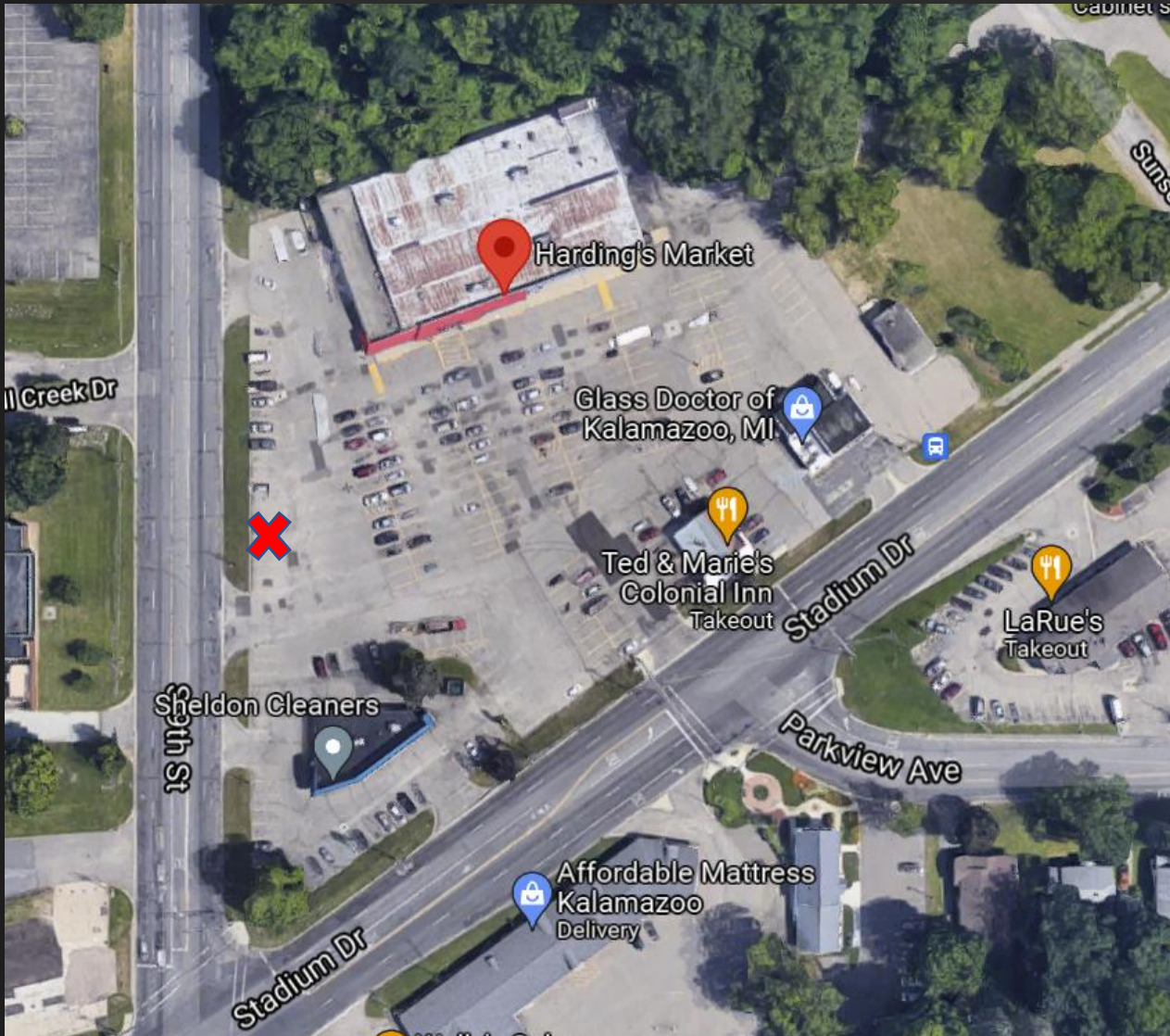
# Installation

- Connecting a charging station to a power source is often an additional cost.
  - Certain requirements need to be met before connecting a station to a power source
    - Must be a 240v power source
    - Must have a concrete pad if installing a pedestal
    - Must have control panel amps up 50 amps
  - Other recommendations must also be considered
    - Control panel amps up to 100 amps to help future proof the location
    - Conduit placed underground from power source to the station

# Site Selection

- When selecting a site, several elements should be considered
  - Dwell time
  - Distance from activities
  - Visibility
  - Distance from power
  - Property ownership
  - Premium parking location

# Harding's Market



## Pros:

- High Visibility
- Distance from activities
- Owner approves of the project
- May be very close to power

## Cons:

- May not be close to power
- Short dwell time
- Long distance to market entrance



# Flesher Field



## Pros:

- Close to power
- Longer dwell time
- Some visibility
- Distance from activities
- Cheapest installation option

## Cons:

- Outer part of the district
- Would need Parks Committee approval



November 4, 2021



**To: DDA Board**

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

**Re: September – October 2021 Treasurer’s Report**

Attached you will find the Treasurer’s Report for September – October 2021, unaudited.

All tax revenues for the year have been collected. Due to a Michigan Tax Tribunal case, \$1,348.63 were returned to 05-26-480-020 which belongs to MITN 6203 Stadium Drive; this is reflected as a negative value in the report.

Expenditures from this cycle total \$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 2020-2021 winter.

Attachments: September – October 2021 Treasurer’s Report  
Invoices



**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Treasurer's Report September - October 2021**  
**Unaudited**

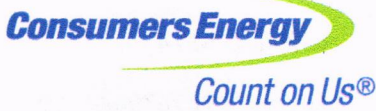
REVENUES	2021 Amended Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$676,434.31	\$676,434.31	\$0.00	\$676,434.31
Property Tax Revenue	\$252,077.69	\$219,306.13	-\$1,348.63	\$217,957.50
Misc (Personal Property Loss)	\$35,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$397.38	\$178.92	\$576.30
<b>TOTAL REVENUES</b>	<b>\$964,512.00</b>	<b>\$896,137.82</b>	<b>\$178.92</b>	<b>\$894,968.11</b>

EXPENDITURES	2021 Amended Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance	Percent Used
Staff	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$0.00	100.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$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	\$0.00	\$0.00	\$55,000.00	0.00%
<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>\$0.00</i>	<i>\$0.00</i>	<i>\$12,500.00</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	\$2,250.00	\$200.00	\$2,450.00	\$550.00	81.67%
Legal Fees	\$2,000.00	\$120.00	\$990.00	\$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	\$0.00	\$433.51	\$766.49	36.13%
Electric	\$600.00	\$397.40	\$90.54	\$487.94	\$112.06	81.32%
Outdoor Decorations	\$5,000.00	\$0.00	\$2,220.15	\$2,220.15	\$2,779.85	44.40%
Repairs & Maintenance	\$17,500.00	\$7,413.20	\$3,155.05	\$10,568.25	\$6,931.75	60.39%
<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>\$0.00</i>	<i>\$1,520.00</i>	<i>\$480.00</i>	<i>76.00%</i>
<i>Lawn care and maintenance</i>	<i>\$12,500.00</i>	<i>\$5,893.40</i>	<i>\$3,065.60</i>	<i>\$8,959.00</i>	<i>\$3,541.00</i>	<i>71.67%</i>
<i>Millard's Way snow removal</i>	<i>\$1,000.00</i>	<i>\$0.00</i>	<i>\$89.45</i>	<i>\$89.45</i>	<i>\$910.55</i>	<i>8.95%</i>
Capital Outlay/Obligated Projects	\$747,792.00	\$134,984.27	\$50,944.55	\$185,928.82	\$561,863.18	24.86%
<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>\$134,484.27</i>	<i>\$50,944.55</i>	<i>\$185,428.82</i>	<i>\$496,007.18</i>	<i>27.21%</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>\$147,648.38</b>	<b>\$58,600.29</b>	<b>\$206,248.67</b>	<b>\$690,393.33</b>	<b>23.00%</b>

<b>Actual Available Balance</b> (Total Actual Revenue - Total Expenditure)	<b>\$688,719.44</b>
<b>FUND EQUITY</b>	<b>\$220,489.00</b>
<b>TOTAL CASH BALANCE</b>	<b>\$909,208.44</b>

13720 elec

Account: **1030 3845 5574**



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

Amount Due: **\$46.71**  
Please pay by: **November 03, 2021**

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

▶ **Thank You** - We received your last payment of **\$43.83** on **September 30, 2021**

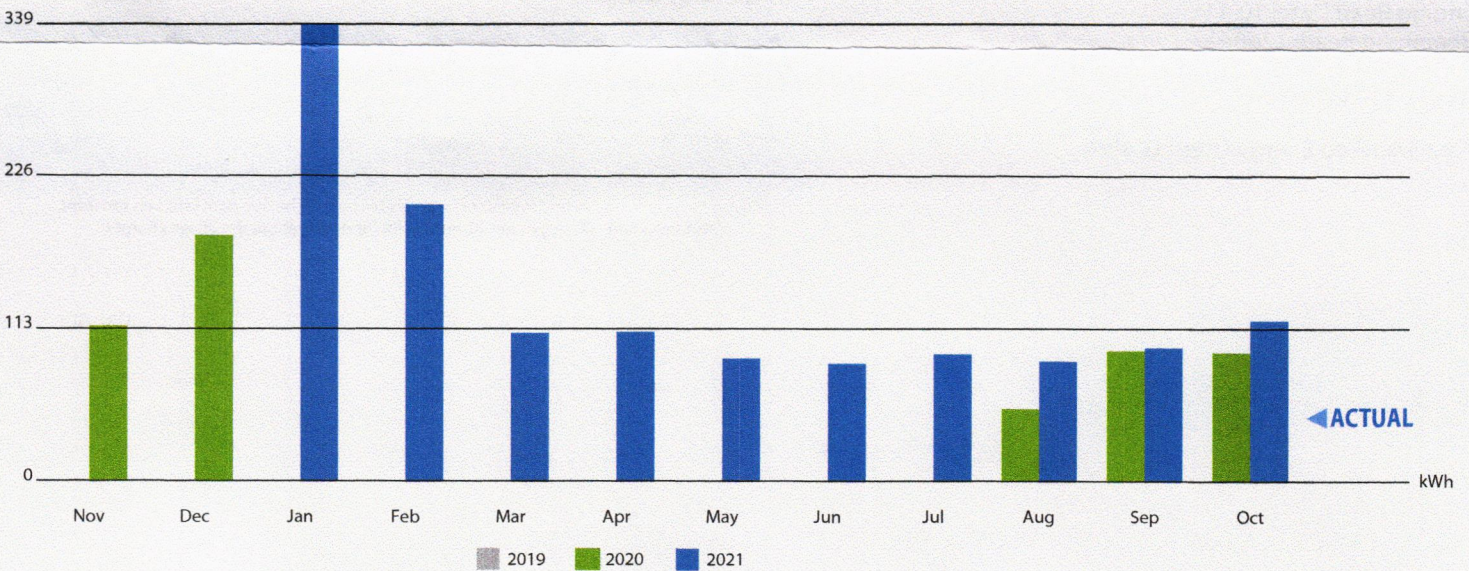
▶ **Service Address:**  
6520 STADIUM DR  
KALAMAZOO MI 49009-2018



**October Energy Bill**

Service dates: **September 10, 2021 - October 11, 2021 (32 days)**

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



**October Electric Use**

**119 kWh**  
October 2020 use: 95 kWh

Cost per day:  
**\$1.46**

kWh per day:  
**4**

Prior 12 months electric use:  
**1,641 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.



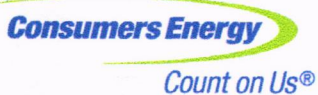
**Explore Energy Efficiency Solutions for Your Business**

Discover the many ways your business can save, or tell us a little about your business to find the solutions best suited to you.

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[www.ConsumersEnergy.com/startsaving](http://www.ConsumersEnergy.com/startsaving)



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

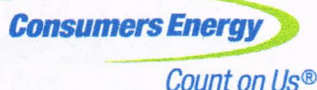
Account: **1030 3845 5574**

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

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

Amount Due: **\$46.71**  
Please pay by: **November 03, 2021**  
Enclosed: *46.71*

I 103038455574 000000046714 0000 2056 2 000000000000



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: October  
Service dates: 09/10/2021 - 10/11/2021  
Days Billed: 32  
Portion: 12 10/21

### Rate Information

Elec Gen Sec Rate GS Com  
Rate: 1100

### Meter Information

Your next scheduled meter read date is on or around 11/09/2021

#### Electric Service:

Smart Meter  
Meter Number: 31641858  
POD Number: 0000003870323  
Beginning Read Date: 09-10  
Ending Read Date: 10-11  
Beginning Read: 1768  
Ending Read: 1887 (Actual)  
Usage: 119 kWh

Total Metered Energy Use: 119 kWh

## October Energy Bill

Invoice: 203676823150

### Account Summary

Last Month's Account Balance	\$43.83
Payment on September 30, 2021	<u>\$43.83-</u>
<b>Balance Forward</b>	<b>\$0.00</b>

Payments applied after Oct 12, 2021 are not included.

### Electric Charges

Energy	119@ 0.091224	\$10.86
PSCR	119@ 0.007090	\$0.84
System Access		\$28.22
U20697 Deferral Surcharge	119@ 0.000555	\$0.07
Distribution	119@ 0.047786	\$5.69
FCM Incentive	119@ 0.000098	\$0.01
Power Plant Securitization	119@ 0.001256	\$0.15
Low-Income Assist Fund		<u>\$0.87</u>

**Total Electric** **\$46.71**

**Total Energy Charges** **\$46.71**

**Amount Due: \$46.71**  
**by November 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

**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](http://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

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



Bill To:

Oshtemo DDA  
 7275 West Main  
 Kalamazoo, MI 49009

Winter Maintenance Invoice:  
 Millards Way 2020-2021

**INVOICE # 10144**

Date: October 13, 2021

**STATEMENT**

Invoice #	Description	Rate	Hours	Applications	Total	25% Obligation
10144	<b>Millards Way</b>					
	Plowing	\$38.00	.7	9	\$239.40	<b>\$59.85</b>
	Salt	\$38.00	.3	0	\$ -0-	<b>\$ -0-</b>
	(Application)					
	Salt (Material)	\$12.52		0	\$ -0-	<b>\$ -0-</b>
	Walk Blow Out	\$0.0178	950ft	7	\$118.37	<b>\$29.60</b>
<b>Total Due</b>						<b>\$89.45</b>

**PAST DUE BALANCE**

Invoice #	0-30	30-60	60-90	90+
10144	\$89.45			

Please make all checks payable to:

**Oshtemo Township**

Invoice # 10144

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

**Total Due: \$89.45**

# 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: 106967  
Client ID: 6870

**Date: 08/31/2021**  
Payable upon receipt

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

Ann - bank reconciliation assistance (11.50 hours @ \$135 per hour)	1,552.50
Less: discount	(52.50)
S Bryer - meeting with Libby and Josh on 8/5, call with Dusty on 8/26, work on G/L and capital plan (5 hours @ \$210)	1,050.00

Breakdown by fund:

101 - \$1,650  
107 - 100 ✓  
206 - 100 ✓  
207 - 100 ✓  
211 - 100 ✓  
249 - 200 ✓  
490 - 100 ✓  
491 - 100 ✓  
900 - 100 ✓

-----  
\$2,550  
=====

New Charges:	\$2,550.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$2,550.00</u>

<u>08/31/2021</u>	<u>07/31/2021</u>	<u>06/30/2021</u>	<u>05/31/2021</u>	<u>04/30/2021+</u>
2,550.00	0.00	0.00	0.00	0.00

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

# SiegfriedCrandallPC

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

Invoice Number: 107188  
Client ID: 6870

**Date: 09/30/2021**  
Payable upon receipt

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

Ann's assistance with tax and agency reconciliations (8.50 hours)	1,147.50
Joel's assistance with cash reconciliations for July (5.75 hours)	920.00
Steve's assistance with meetings/CIP (6 hours)	1,260.00
Less: discount	(127.50)

Breakdown by fund:

101 - \$2,400  
107 - 100  
206 - 100  
207 - 100  
211 - 100  
249 - 100  
490 - 100  
491 - 100  
900 - 100

-----  
\$3,200  
=====

New Charges:	\$3,200.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$3,200.00</u>

<u>09/30/2021</u>	<u>08/31/2021</u>	<u>07/31/2021</u>	<u>06/30/2021</u>	<u>05/31/2021+</u>
3,200.00	0.00	0.00	0.00	0.00

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



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



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

**INVOICE # 10143**

Date: October 12, 2021

**STATEMENT**

Invoice #	Description	Rate	Instances	Due	Balance
10143	2020-2021 Village Gateway Winter Maintenance				
	Open Irrigation	\$57.00	1	\$57.00	<b>\$57.00</b>
	Walk Blowing	\$8.90	7	\$62.30	<b>\$62.30</b>
<b>Total Due</b>					<b>\$119.30</b>

**PAST DUE BALANCE**

Invoice #	0-30	30-60	60-90	90+
10143	\$119.30			

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Please make all checks payable to: **Oshtemo Township**  
*Invoice # 10143*

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

<b>Total Due: \$119.30</b>
--------------------------------



**Village Gateway Winter Maintenance**  
Oshtemo Township Maintenance Department

Date	Job	Fall 2020 - Close Irrigation	N/A
1/5/2021	Blow Walks	- Vendor (Air Compressor)	N/A
1/21/2021	Blow Walks		
1/28/2021	Blow Walks		
2/2/2021	Blow Walks		
2/6/2021	Blow Walks	Spring 2021 - Open Irrigation	\$57.00
2/9/2021	Blow Walks		
2/18/2021	Blow Walks		
		Walk Blowing Instances 500 ft X \$0.0178 per ft	
			7 \$62.30
		<b>Total seasonal cost</b>	<b>\$119.30</b>

**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>	8/31/2021
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<b>Invoice #:</b>	19305
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<b>Terms:</b>	Net 15
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<b>Regarding:</b>	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
8/6/2021	Weeding of stone and/or bark areas	1	0.00	0.00
8/13/2021	Weeding of stone and/or bark areas	1	0.00	0.00
8/20/2021	Weeding of stone and/or bark areas	1	0.00	0.00
8/20/2021	Weeding of stone and/or bark areas	1	0.00	0.00
8/31/2021	Monthly Lawn Maintenance	1	304.00	304.00

<b>Total</b>	\$304.00
--------------	----------

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>	9/30/2021
<b>Invoice #:</b>	19515
<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>
9/1/2021	Monthly Lawn Maintenance	1	304.30	304.30

<b>Total</b>	\$304.30
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***Oshtemo  
Township***  
7275 W. Main  
Kalamazoo MI, 49009



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

**INVOICE #10142**

Date: October 11, 2021

**STATEMENT**

Invoice #	Description	Rate	Quantity	Due	Balance
10142	<b>Planning Staff</b>				
	3rd Qtr 2021	\$500	1	\$500.00	<b>\$500.00</b>
	<b>3rd Quarter 2021 Legal Support</b>				
	Jul 2021	\$150	-0-	\$-0-	<b>\$-0-</b>
	Aug 2021	\$150	2.3	\$345.00	<b>\$345.00</b>
	Sep 2021	\$150	4.3	\$645.00	<b>\$645.00</b>
<b>Total Due</b>					<b>\$1,490.00</b>

**PAST DUE BALANCE**

Invoice #	0-30	30-60	60-90	90+
10142	\$500.00			

Please make all checks payable to: ***Oshtemo Township***  
*Invoice # 10142*

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

<b>Total Due: \$1,490.00</b>
----------------------------------

13685

**S&T Lawn Service Inc.**

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

**Invoice**

Bill To:

Oshemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009

Date:

9/30/2021

Invoice #:

19516

Terms:

Net 15

Regarding:

Millards Way

Date:	Description:	Quantity:	Rate:	Amount:
9/1/2021	Monthly Lawn Maintenance	1	564.00	564.00

**Total**

\$564.00

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>	9/30/2021
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<b>Invoice #:</b>	19517
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<b>Terms:</b>	Net 15
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<b>Regarding:</b>	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
9/1/2021	Monthly Lawn Maintenance	1	605.00	605.00

<b>Total</b>	\$605.00
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***Oshtemo  
Township***  
7275 W. Main  
Kalamazoo MI, 49009



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

**INVOICE #10142**

Date: October 11, 2021

**STATEMENT**

Invoice #	Description	Rate	Quantity	Due	Balance
10142	<b>Planning Staff</b>				
	3rd Qtr 2021	\$500	1	\$500.00	<b>\$500.00</b>
	<b>3rd Quarter 2021 Legal Support</b>				
	Jul 2021	\$150	-0-	\$-0-	<b>\$-0-</b>
	Aug 2021	\$150	2.3	\$345.00	<b>\$345.00</b>
	Sep 2021	\$150	4.3	\$645.00	<b>\$645.00</b>
<b>Total Due</b>					<b>\$1,490.00</b>

**PAST DUE BALANCE**

Invoice #	0-30	30-60	60-90	90+
10142	\$500.00			

Please make all checks payable to: ***Oshtemo Township***  
*Invoice # 10142*

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

<b>Total Due: \$1,490.00</b>
----------------------------------

October 5, 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 #3 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 \$43,198.00. This figure represents a retainage of \$13,299.00.

Sincerely,

**Prein&Newhof**



Ryan M. Russell, P.E.

RMR:dlj

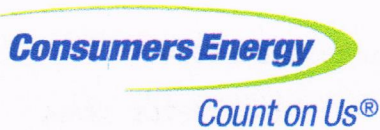
Enclosure

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



Elec Street Light 13120

Account: 1030 3845 5574



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

Amount Due: **\$43.83**  
Please pay by: **October 04, 2021**

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



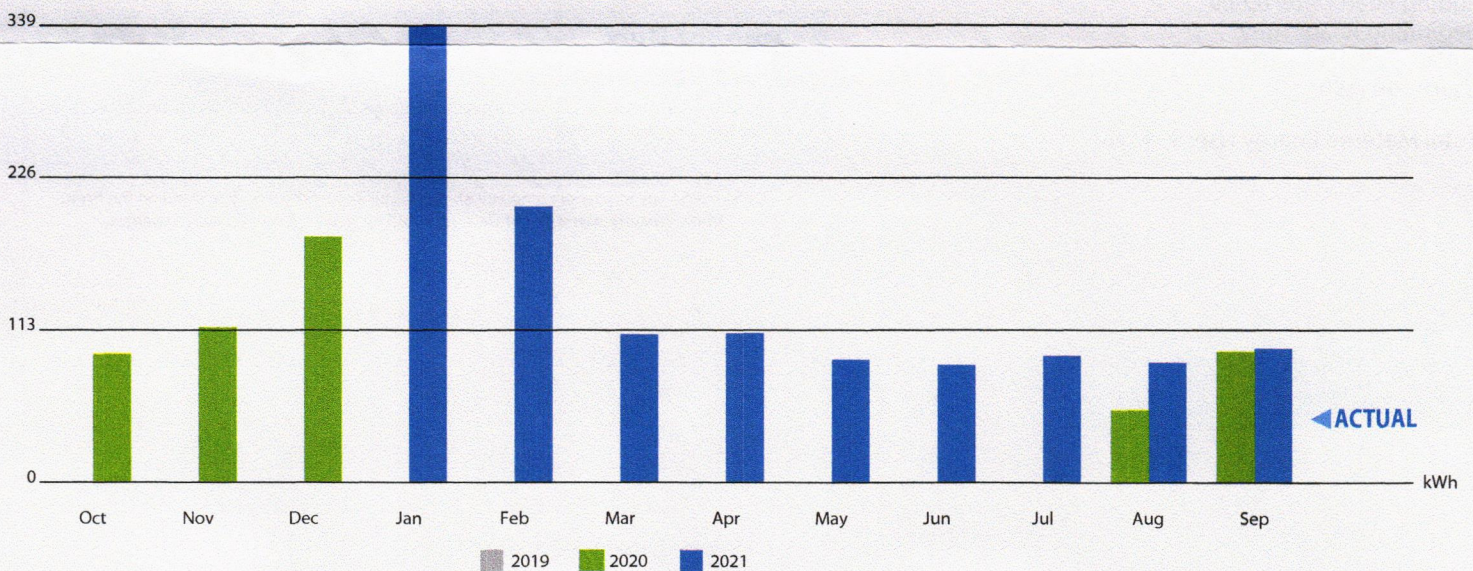
▶ **Thank You** - We received your last payment of \$42.39 on **September 01, 2021**

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

**September Energy Bill**

Service dates: August 11, 2021 - September 09, 2021 (30 days)

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



**September Electric Use**

**99 kWh**  
September 2020 use: 97 kWh

Cost per day:  
**\$1.46**

kWh per day:  
**3**

Prior 12 months electric use:  
**1,617 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.

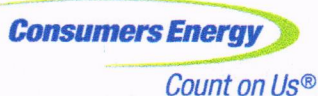


**Explore Energy Efficiency Solutions for Your Business**

Discover the many ways your business can save, or tell us a little about your business to find the solutions best suited to you.

**Get started**  
[www.ConsumersEnergy.com/startsaving](http://www.ConsumersEnergy.com/startsaving)

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

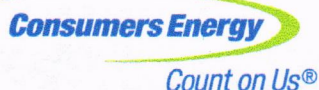
Account: 1030 3845 5574

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

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

Amount Due: **\$43.83**  
Please pay by: **October 04, 2021**  
Enclosed: **43.83**

I 103038455574 000000043836 0000 2056 6 000000000000



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: September  
Service dates: 08/11/2021 - 09/09/2021  
Days Billed: 30  
Portion: 12 09/21

### Rate Information

Elec Gen Sec Rate GS Com  
Rate: 1100

### Meter Information

Your next scheduled meter read  
date is on or around 10/08/2021

#### Electric Service:

Smart Meter  
Meter Number: 31641858  
POD Number: 000003870323  
Beginning Read Date: 08-11  
Ending Read Date: 09-09  
Beginning Read: 1669  
Ending Read: 1768 (Actual)  
Usage: 99 kWh  
  
Total Metered Energy Use: 99 kWh

## September Energy Bill

Invoice: 203765733244

### Account Summary

Last Month's Account Balance	\$42.39
Payment on September 01, 2021	<del>\$42.39</del>
<b>Balance Forward</b>	<b>\$0.00</b>

Payments applied after Sep 10, 2021 are not included.

### Electric Charges

Energy	99@ 0.092266	\$9.13
PSCR	99@ 0.007090	\$0.70
System Access		\$28.22
U20697 Deferral Surcharge	99@ 0.000555	\$0.05
Distribution	99@ 0.047786	\$4.73
FCM Incentive	99@ 0.000098	\$0.01
Power Plant Securitization	99@ 0.001256	\$0.12
Low-Income Assist Fund		<u>\$0.87</u>

**Total Electric** **\$43.83**

**Total Energy Charges** **\$43.83**

**Amount Due:** **\$43.83**  
**by October 04, 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

**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](http://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](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

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



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

**INVOICE #10135**

Date: July 19, 2021

**STATEMENT**

Invoice #	Description	Rate	Quantity	Due	Balance
10135	<b>Planning Staff</b>				
	2nd Qtr 2021	\$500	1	\$500.00	<b>\$500.00</b>
	<b>2nd Quarter 2021 Legal Support</b>				
	Apr 2021	\$150	-0-	\$-0-	<b>\$-0-</b>
	May 2021	\$150	-0-	\$-0-	<b>\$-0-</b>
	Jun 2021	\$150	-0-	\$-0-	<b>\$-0-</b>
<b>Total Due</b>					<b>\$500.00</b>

**PAST DUE BALANCE**

Invoice #	0-30	30-60	60-90	90+
10135	\$500.00			

Please make all checks payable to: ***Oshtemo Township***  
*Invoice # 10135*

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

<b>Total Due: \$500.00</b>
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# 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>	8/31/2021
<b>Invoice #:</b>	19306
<b>Terms:</b>	Net 15

<b>Regarding:</b>	Millards Way
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
8/3/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/10/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/17/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/24/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/31/2021	Monthly Lawn Maintenance	1	564.00	564.00
8/31/2021	Lawn Mowing & Trimming	1	0.00	0.00

<b>Total</b>	\$564.00
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# 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>	8/31/2021
<b>Invoice #:</b>	19307
<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>
8/4/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/11/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/18/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/25/2021	Lawn Mowing & Trimming	1	0.00	0.00
8/31/2021	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  
 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
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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

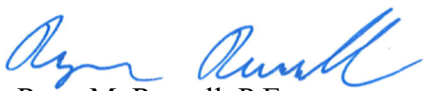
Construction Staking – \$10,000

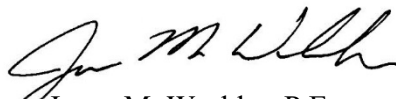
- F. Right-of-way
- G. Walks
- H. ADA Ramps
- I. Driveways/curbs

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.



7275 W. MAIN STREET, KALAMAZOO, MI 49009  
269-216-5220 Fax 375-7180 TDD 375-7198  
[www.oshtemo.org](http://www.oshtemo.org)

**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>th</sup>**

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

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



November 10, 2021

**To: DDA Board**

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

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

At their regular July 15<sup>th</sup> meeting the DDA Board agreed that the DDA should take on the snow removal for the new sidewalks being installed along Stadium Drive.

One option is to enter into an agreement with the Township's Maintenance Department for \$0.0178 per frontage foot per snow occurrence. Please note 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 side walks 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; the we were about 6 hours late. So on 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.

# Done Est\_1169\_from\_Leo...



**LEONARD  
LANDSCAPING**

P.O. Box 167  
Oshtemo, MI 49077

leonard-landscaping.com

## Snow Removal Contract

Date	Contract #
11/10/2021	1169

Estimate prepared for:

Oshtemo DDA  
7275 West Main  
Kalamazoo, MI 49009

Job name:

Phone # 269.353.3411

bob@leonard-landscaping.com

For the 2021/2022 and 2022/2023 snow seasons

Terms	Project

Description	Qty	Rate	Total
Snow Removal sidewalks for DDA upon 2" accumulation.		225.00	225.00
<b>Total</b>			\$225.00

I / we agree to the above for a 2 year contract

Signature \_\_\_\_\_





November 4, 2021



**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 this project at their regular November 18<sup>th</sup> meeting.

# Memorandum

**Date:** 10 November 2021  
**To:** DDA Board  
**From:** Josh Owens, Assistant Supervisor  
**Subject:** Electric Vehicle Charging Station

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## **Objective**

Consideration of approving the installation of an electric vehicle charging station (two charging ports) at Fletcher Field.

## **Background**

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

Following that DDA Board meeting, the consultant worked with an installer to get quotes for both locations and met with the Township's Parks Committee to explain the project and ask for approval, which they unanimously acquiesced to.

The installer looked at both locations and determined that 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 and greatly increasing the cost. Because of this determination, the consultant is only presenting the installation of a charging station at Fletcher Field at this time.

If approved, work would begin immediately and is projected to be installed before the end of the year.

## **Requested Board Action**

The consultant requests that the DDA Board approve the installation of the electric vehicle charging station at Fletcher Field.

## **Attachments**

Installation Quote



# ESTIMATE

Quote for EV Charging Equipment

**HAGE AUTOMOTIVE**  
2475 W GRAND BLVD  
DETROIT, Michigan 48208  
United States

Phone: 313-262-6722  
Mobile: 313-209-1261  
www.hageauto.com

**BILL TO**  
**Oshtemo Charter Township**  
Josh Owens  
7275 W. Main Street  
Kalamazoo, Michigan 49009  
United States

jowens@oshtemo.org

**Estimate Number:** 300

**Estimate Date:** November 2, 2021

**Expires On:** December 31, 2021

**Grand Total (USD): \$11,390.00**

Items	Quantity	Price	Amount
<b>JuiceBox Pro 40C</b> JuiceBox Pro 40C Hardwired (includes 3-year warranty) - 9.6 kWh power output	2	\$1,280.00	\$2,560.00
<b>JuicePedestal</b> JuicePedestal with Retractable Cables	1	\$2,160.00	\$2,160.00
<b>JuiceNet Enterprise Subscription</b> 3-year subscription to JuiceNet Enterprise Management Software	2	\$360.00	\$720.00
<b>Shipping - JuicePedestal</b> JuicePedestal Shipping	1	\$250.00	\$250.00
<b>EV Charger Commissioning</b> Level 2 Pedestal Commissioning: Set up JuiceNet Enterprise Account, commission EV chargers, establish rates and set up payment method for site host, test chargers and ensure ready for public use	1	\$200.00	\$200.00
<b>Installation (JuicePedestal)</b> Furnish and install 2 50amp Square D breakers in current 200amp electrical panel in maintenance building. From panel, run surface mounted conduit to desired wall and bore through to outside. Once outside, trench over to desired charger location and run underground conduit and wiring at charger location, install cement slab in grass area to mount charger pedestal on between the two selected parking spots. Install pedestal and hardwire chargers and rebury trench. Call MS DIG to mark underground utilities prior to start.	1	\$5,500.00	\$5,500.00



# ESTIMATE

Quote for EV Charging Equipment

**HAGE AUTOMOTIVE**  
2475 W GRAND BLVD  
DETROIT, Michigan 48208  
United States

Phone: 313-262-6722  
Mobile: 313-209-1261  
[www.hageauto.com](http://www.hageauto.com)

---

**Total:** \$11,390.00

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**Grand Total (USD):** \$11,390.00

November 4, 2021



**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 first meeting to review drafted amendments with the DDA subcommittee has been scheduled for Tuesday, December 7<sup>th</sup>.