



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  
Board of Directors - Regular Meeting**

**Oshtemo Community Center  
6407 Parkview Avenue**

July 19, 2018  
12:00 p.m.

**AGENDA**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: May 17, 2018
4. Treasurer's Report:
  - a. May - June, 2018 (unaudited)
5. Streetscape Update:
  - a. Corner Property Development
  - b. Stadium Drive Sidewalks
6. Village Theme Development Plan
  - a. Market Study?
7. 2019 Budget
8. Announcements and Adjournment

Next Meeting **Thursday, September 20, 2018**

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

**MINUTES OF THE MEETING HELD MAY 17, 2018**

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, May 17, 2018. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview Avenue.

Members present: Grant Taylor, Chair, Bruce Betzler, Themis Corakis, Maria Dacoba, Julie Hite, Rich MacDonald, Jack Siegel, Ethan Sivewright, Dick Skalski and Ryan Wieber.

Members absent: Libby Heiny- Cogswell and Mike Lutke.

Also present: Julie Johnston, Oshtemo Township Planning Director, Natalie Bond, Planning Department Intern, Martha Coash, Meeting Transcriptionist and guests Corrie and Kyle Kirshman, Kirshman Kitchen Design, and Ken Paragon, OCBA.

**Approval of Agenda**

Chairperson Taylor noted an addition to the agenda to consider a façade program grant request from Kirshman Kitchen Design. He asked for a motion to approve the agenda with that addition.

Mr. Corakis moved to approve the agenda as amended. Mr. Skalski supported the motion. The motion passed unanimously.

**Approval of Minutes**

Chairperson Taylor asked if there were any additions or corrections to the minutes for the meetings of January 18, 2018 and February 22, 2018. Hearing none, the Chair asked for a motion to approve the two sets of minutes as presented.

Mr. Skalski moved to approve the Minutes of the Regular Meetings of January 18, 2018 and February 22, 2018. Mr. Betzler supported the motion. The motion carried unanimously.

**Treasurer's Reports for January – April, 2018 (unaudited)**

Ms. Johnston presented the Treasurer's Report for January - April, 2018. The main activities for this four-month period were for the consultant work on the demolition of the car wash and the Stadium Drive sidewalks. In addition, the costs for Drug &

Laboratories Disposal, Inc. to remove the unknown liquid chemicals from the car wash prior to demolition were included.

She noted further miscellaneous activities included \$100 for accounting services, \$50 for the demolition permit, and \$380 for the banner swap within the Village area. Consultant invoices equaled more than what was billed to the DDA due to the shared costs with the Township for the Stadium Drive sidewalk work.

Chairperson Taylor asked for a motion to approve the Treasurer's report.

Mr. Skalski moved to approve the Treasurer's report for January – April 2018 as presented. Mr. Wieber supported the motion. The motion passed unanimously.

### **Application for Façade Grant Program**

A grant request application was received from Ms. Corrie Kirshman of Kirshman Kitchen Design Studio for work on the property at 6338 Stadium Drive. She said she purchased the property to provide greater visibility and access for her business which has been operating at Parkview Hills for 25 years. Ms. Kirshman said the estimated project cost for façade work was \$23,507 and she requested the maximum amount allowed from the grant program of \$5,000 toward that work.

Ms. Johnston explained the only item listed on the application not eligible for grant reimbursement was landscaping, but the other expenditures easily met the total needed to be eligible for the full \$5,000.

In response to a question from Chairperson Taylor about the timing of whether work could begin prior to grant approval, Ms. Johnston said there was nothing to prohibit work being done before DDA action on a request. She noted the program requests 1-3 bids, but it is up to the DDA to decide whether invoices and price information provided by the applicant meets the grant guidelines.

Mr. Corakis said sometimes you can receive a better deal if you have worked with a vendor previously, as they will try to keep costs down for existing customers.

It was confirmed this location is within the Village Core, but Ms. Johnston said since there is no addition to square footage in this project, a site plan was not required and therefore no requirement to meet Form-Based Code regulations.

Chairperson Taylor stated this project is exactly what was envisioned as the purpose of the Façade Grant Program and he was very much in favor of it. The budget for the program is \$10,000 per year; no other applications have been received this year. Out of four applications received since the beginning of the program, only one was eligible for approval.

Mr. MacDonald agreed the application meets the spirit and intent of the Façade program.

Chairperson Taylor asked for a motion.

Mr. MacDonald moved to approve the request from Ms. Kirshman for a \$5,000 grant from the Façade Grant Program for improvements to the building at 6338 Stadium Drive. Mr. Skalski supported the motion. The motion passed unanimously.

### **Car Wash Demolition**

Ms. Johnston congratulated the group on completion of the demolition of the car wash property.

She provided final expenditure figures, noting there was an additional charge of \$400 for removal of church property from the bays prior to demolition, which increased the cost of the project from \$19,000 to \$19,400. She indicated she approved that increase as the total dollars was still below the DDA's budgeted amount for the project and said three further steps will complete the process:

1. A property line re-description is needed so the DDA gets the property from the church as compensation for the demolition.
2. The paving needs to be completed.
3. Cross-access agreements with the church need to be determined.

Ms. Johnston explained she needs approval from the group to move ahead to discuss the property line re-description with Mr. Selkirk, Church representative.

Mr. Corakis commented the budget included enough extra to cover unexpected expenses; the extra \$400 was not a problem.

Ms. Johnston said during conversations with the church, five different options were offered to adjust the property line to allow for better development of the corner concept plans; however, the church preferred the original option in order to maximize their frontage on Stadium Drive.

Mr. MacDonald moved to authorize Ms. Johnston to work with the church to finish up the property line re-description. Mr. Skalski supported the motion. The motion passed unanimously.

### **Streetscape Update**

#### **a. Corner Property Development**

Ms. Johnston reported that per DDA direction, OCBA created two possible redevelopment scenarios for the corner lot and adjacent church parking lot. After discussion with staff at Prein and Newhof, it was determined the corner lot must remain capped with an impervious surface, which would place some limitations on returning the site completely to a natural landscape. With that in mind, OCBA provided some

concept plans that still include concrete, but with landscape amenities that can be controlled within some type of containment structure.

However, since that time, the Department of Environmental Quality reconsidered and lifted restrictions, with the exception that installation of a well would not be allowed.

She said a motion was needed to allow Chairperson Taylor to sign a “Resolution Authorizing Declaration of Restrictive Covenant for a Restricted Residential Corrective Action” and “Notice of Rescission of Land and Resource Use Restrictions” as required and provided by the DEQ in order to allow the DDA to proceed with whatever plan is decided upon for development of the corner property.

Mr. Corakis moved to authorize Chairperson Taylor to sign the required DEQ documents on behalf of the DDA. Mr. MacDonald supported the motion. The motion carried unanimously.

Ms. Johnston noted concept plans for development of the corner were provided by Mr. Ken Paragon of OCBA under the cap restrictions. Now that the cap is not needed, he was in attendance to hear what the Board would really like to have on the corner.

Mr. Paragon said he needed buy-in on a concept plan to proceed. The next steps would be to develop a design plan, complete construction documents, and put the work out for bid.

Ms. Johnston agreed a concept plan is the next step which will be followed by a proposal with cost information included. She noted a sidewalk will need to be incorporated into the design of the corner property. She added that the original plan would treat the development as one project as a whole with the church. If the desire of the group is to make the corner look really nice, incorporating the church property makes sense.

Mr. Paragon said storm water runoff, though minimal, will have to be handled from this site.

The outcome of group discussion was that with the removal of restrictions, the group wishes to design the corner as more of a gateway rather than a destination. Features that were mentioned for possible inclusion were berming for some topography, shrubs, screening of the parking area, enough natural area between the foot traffic sidewalk area to allow safety for walkers and a place for snow to be plowed in winter, a way for foot traffic to cut across the site, a leaching base in the parking area, a variety of colors and plant material throughout the year with irrigation, a bench or two, possibly an art feature, junction boxes to allow tasteful LED lighting which would provide both security and highlighting of plantings as well as holiday decoration, a welcoming analog low-key attractive sign or a low stone wall with metal letters. It was noted that a clock is a possibility but that often, public clocks do not reliably keep time.

It was the consensus of the group that the parking area would be kept as part of the concept plan for financial planning purposes. Also mentioned was a charging station for vehicles, which Ms. Johnston noted would need to be addressed as part of the cross-access agreement with the church.

Ms. Johnston said a little more budget would need to be provided to continue with the concept plans and suggested increasing the budget line item.

It was agreed the streetscape sub-committee would be reactivated, including the Chair, Mr. Betzler and Ms. Dacoba and any other members wishing to participate. They will share revised plans with the church along with Ms. Johnston in order to obtain agreement on a new design. Mr. Paragon will provide a new design for the July DDA meeting after he receives feedback on the concept plan. Ms. Johnston will schedule a meeting with Mr. Selkirk, church's representative.

Mr. MacDonald moved to amend the budget to include an additional \$3,000 for the development of new concept plans. Mr. Skalski supported the motion. The motion carried unanimously.

#### **b. Stadium Drive Sidewalks**

Ms. Johnston reviewed progress to date and budget for the Stadium Drive sidewalk project. The entire project will cost over a million dollars. After receipt of grant funds, 65% of the cost, over \$500,000, will be the responsibility of the DDA. There is currently about \$700,000 in the DDA's bank account, so to be able to cover costs for both the sidewalk and the corner property projects, the DDA will need to consider how to handle a shortfall if there is not enough money to do both projects concurrently. The DDA will need to carefully consider current project costs, future project desires, annual revenue generation, and bond costs when making financing decisions.

She wanted to confirm with the group that they still want to move ahead with the project before continuing work to determine and obtain necessary easements, mostly on the south side of Stadium Drive. These are needed for safety and to meet MDOT requirements and are the first step to facilitate the grant process with the state.

Ms. Johnston recommended the Township Engineer's work on design engineering be done in 2018, rather than 2019 as planned, to allow easements to be obtained prior to submitting the grant request to MDOT. Construction in 2020 is the goal.

Mr. MacDonald said he likes the idea of having the preliminary work, including the design work, done early since unexpected funding sometimes presents itself if a project is ready to go.

It was the consensus of the group to continue with the project team of Prein and Newhof and OCBA for engineering design without going out for bid, with the next step being to begin the work to obtain needed easements.

### **Village Theme Development Plan**

Ms. Johnston reported the Village Theme Development Plan subcommittee has been working diligently to complete the update to the Plan. The draft of the update to the Plan was presented at a joint meeting between the DDA, Planning Commission, and Township Board on March 27.

She said there was some concern from the Township Board to making changes to the Form Based Code. They wanted the project moved to the Planning Commission for review and direct input. Since the Planning Commission has other projects in process, progress will be slower than hoped, but progress is still being made. She will keep DDA updated.

### **Any Other Business**

Ms. Johnston requested approval of a lawn maintenance proposal for \$268 per month from S & T Lawn Service for 2018 season lawn maintenance. There was Board discussion about going out to bid for the 2019 contract, as it has been approximately three years since the bid process was completed. In addition, the Board discussed approving a three-year contract after the bid process. Mr. Corakis felt better pricing might be available for a multi-year contract.

Mr. Corakis moved to approve the S & T 2018 lawn maintenance proposal as presented. Mr. Skalski supported the motion. The motion carried unanimously.

Mr. Corakis asked if the proposal included maintaining the corner lot owned by the DDA. Ms. Johnston stated it did not, but she would contact S & T to request they include that work in the DDA's contract, similar to their 2017 work with the DDA.

### **Announcements and Adjournment**

There being no further business, Chairperson Taylor adjourned the meeting at approximately 1:35 p.m.

Oshtemo Charter Township  
Downtown Development Authority

Minutes Prepared: May 19, 2018  
Minutes Approved:



July 11, 2018

**To: DDA Board**

**From: Themis Corakis, Treasurer**

**Re: Treasurer's Report**

Attached you will find the Treasurer's Report for May - June, 2018, unaudited.

The main activity to report for this two-month period is the collection of tax revenue, which totaled \$101,228. This is \$34,553 more than was collected in 2017. This increase is due to improvements within the District (Harding's, Memory Care Center, etc.) and increased taxable values. The DDA will also receive additional revenues by the end of the year through a personal property loss payment from the State of Michigan. Last year, the DDA received a payment of approximately \$44,000.

Further miscellaneous activities included accounting services, maintenance of the Community Center, and consulting costs. The invoices are attached. You will note that the consultant invoices equal more than what was billed to the DDA. This is due to the shared costs with the Township for the Stadium Drive sidewalk project and Village Theme Development Plan.

Attachment: Treasurer's Report May – June, 2018



**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Treasurer's Report May - June, 2018**  
**unaudited**

REVENUES	2018 Budget	Previous Activity	Activity this Period	Available Balance
Carryover	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Current Real Property Tax	\$132,000.00	\$0.00	\$101,228.21	\$101,228.21
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$400.00	\$0.00	\$809.64	\$809.64
<b>TOTAL REVENUES</b>	<b>\$172,400.00</b>	<b>\$0.00</b>	<b>\$102,037.85</b>	<b>\$142,037.85</b>

EXPENDITURES	2018 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	\$2,000.00	\$500.00	\$0.00	\$500.00	\$1,500.00	25.00%
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	\$750.00	\$750.00	\$0.00	100.00%
Consultants	\$80,000.00	\$11,862.91	\$2,916.65	\$14,779.56	\$65,220.44	18.47%
Accounting & Auditing Fees	\$2,000.00	\$650.00	\$250.00	\$900.00	\$1,100.00	45.00%
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%
Repairs & Maintenance	\$6,000.00	\$640.00	\$528.00	\$1,168.00	\$4,832.00	19.47%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$380.00</i>	<i>\$0.00</i>	<i>\$380.00</i>	<i>\$1,620.00</i>	<i>19.00%</i>
<i>Lawn care and maintenance</i>	<i>\$3,000.00</i>	<i>\$260.00</i>	<i>\$258.00</i>	<i>\$518.00</i>	<i>\$2,482.00</i>	<i>17.27%</i>
<i>Commercial Access Drive</i>	<i>\$1,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$1,000.00</i>	<i>0.00%</i>
Capital Outlay/Obligated Projects	\$78,150.00	\$20,651.50	\$0.00	\$20,651.50	\$57,498.50	26.43%
<i>Car wash demolition</i>	<i>\$40,000.00</i>	<i>\$20,651.50</i>	<i>\$0.00</i>	<i>\$20,651.50</i>	<i>\$19,348.50</i>	<i>51.63%</i>
<i>Corner site improvement</i>	<i>\$28,150.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$28,150.00</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>
<b>TOTAL EXPENDITURES</b>	<b>\$172,400.00</b>	<b>\$34,304.41</b>	<b>\$4,444.65</b>	<b>\$38,749.06</b>	<b>\$133,650.94</b>	<b>22.48%</b>

<b>REVENUES EARNED 2018</b>	<b>\$102,037.85</b>
<b>EXPENDITURES 2018</b>	<b>\$38,749.06</b>
<b>NET BALANCE 2018</b>	<b>\$63,288.79</b>

**FUND BALANCE: \$788,266.00**

OSHTEMO DDA  
JULIE JOHNSTON  
7275 W. MAIN ST.  
KALAMAZOO, MI 49009

Invoice number 44416  
Date 05/08/2018  
Project 2170472 OSHTEMO CAR CARE  
DEMOLITION

BILLING PERIOD: 4/01/18 TO 4/28/18

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PROFESSIONAL SERVICES RELATED TO  
FINAL PAYMENT AND CONTRACT CLOSE OUT

Invoice Total 171.00

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

P.O. 10524  
Julie Johnston

# 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: 96450  
Client ID: 6870

Date: 04/30/2018  
Payable upon receipt

Professional services during the month of April 2018, which included the following:

Progress billing on auditing services for the year ended 12/31/17	
- Steve's assistance with audit preparation and financial statements	2,500.00
- Steve's assistance with quarterly meeting including planning	900.00
- Steve's assistance with quarterly parks meeting and quarterly report	500.00
- Ann's assistance with payroll	125.00

Breakdown by fund:

101 - \$2,725 - Req #10723 PO #10617  
107 - 600 - Req #10724 PO #10633  
206 - 100  
207 - 100 - Req #10726 PO #10659  
211 - 100  
249 - 100 - Req #10727 PO #10635  
490 - 100  
491 - 100  
900 - 100 - Req #10729 PO #10629

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\$4,025  
=====

New Charges:	\$4,025.00
Plus Prior Balance:	\$1,000.00
New Balance:	<u>\$5,025.00</u>

# SiegfriedCrandallPC

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800-876-0979  
Fax 269-349-1344

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

Invoice Number: 96498  
Client ID: 6870

**Date: 05/31/2018**

*Payable upon receipt*

Professional services during the month of May 2018, which included the following:	
Joel - assistance with February cash analysis	500.00
Steve - assistance with questions; review of financial statements and workpapers; assistance with auditor questions and financial statements	3,800.00
Steve - assistance with questions, assist with auditor spreadsheets and meeting at Township	800.00
Tyler - preparation of F-65 Form	195.00
Less: discount on accounting assistance	(295.00)

Breakdown by fund:

101 - \$3,250	Req # 10860 PO# 10761
107 - 150	Req # 10861 PO# 10764
206 - 400	
207 - 150	Req # 10863 PO# 10796
211 - 150	
249 - 250	Req # 10864 PO# 10777
490 - 250	
491 - 250	
900 - 150	Req # 10866 PO# 10750

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\$5,000  
=====

New Charges:	\$5,000.00
Plus Prior Balance:	\$0.00
New Balance:	\$5,000.00



~~PO # 10430~~

Reg # ~~000010510~~  
~~000010524~~

Reg # 000010629  
PO # 10531



ENTERED  
4/9

# Invoice

To: Grant Taylor, Oshtemo Downtown Development Authority  
From: Karen High, Oshtemo Township Parks Director  
Date: March 12, 2018  
RE: Invoice for Sponsorship - Music in the Park 2018  
Amount: \$750

Grant,

On behalf of the Oshtemo Friends of the Parks, please accept our sincere gratitude to the Downtown Development Authority for again sponsoring our "Music in the Park" outdoor concert series at Flesher Field. **Please make your contribution of \$750 by May 1, 2018.**

Checks 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](mailto:khigh@oshtemo.org). Thank you!

cc: Julie Johnston

~~4/12/18~~



30 April 2018

Ms. Julie Johnston  
Charter Township of Oshtemo  
7275 W. Main St.  
Kalamazoo, MI 49009

Sent via e-mail ONLY to Dusty Farmer, Township Clerk at [dfarmer@oshtemo.org](mailto:dfarmer@oshtemo.org)

RE: Stadium Drive Sidewalks

**Invoice #41707.00 - 6**

**Billing Period: through 4/30/2018**

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<b>Lump Sum Fee (excluding reimbursables)</b>	<b>\$ 15,500.00</b>	
Percent of Services Complete	100%	\$ 15,500.00
Total Earned to Date		\$ 15,500.00
Less Previous Invoices		<u>\$(13,255.34)</u>
Fee Billed this Invoice		\$ 2,244.66
<b>Reimbursable Expenses Estimated not to exceed</b>	<b>\$ 150.00</b>	
Total Spent To Date	\$ 70.68	
<u>Disbursements on behalf of the project</u>		
Mileage (11 mi. @ \$0.545, 4/11/18)		<u>\$ 6.00</u>
<b>Amount Due this Invoice</b>		<b><u>\$ 2,250.66</u></b>

A handwritten signature in black ink, appearing to read "K. Pregon", is written over the signature line.

Thank You,  
Kenneth W. Pregon



31 May 2018

Mr. Grant Taylor, Chairperson  
Downtown Development of Oshtemo Township  
c/o 7275 West Main Street  
Kalamazoo, MI 49009

Sent via e-mail ONLY to: Grant Taylor at gtaylor@oshtemo.org  
Copied to: Julie Johnston at JJohnston@oshtemo.org

RE: Oshtemo Village Core Plaza - Concept Design Study

**Invoice #41801.00 - 3**

**Billing Period: through 5/31/2018**

<b>Concept Design Lump Sum Fee</b>			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		100%	\$ 3,000.00
Total Earned to Date	\$		3,000.00
Less Previous Invoices	\$		<u>(2,544.00)</u>
Concept Design Fee Billed this Invoice	\$		456.00
<b>Refine Concept Lump Sum Fee</b>			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		0%	\$ 0.00
<b>Amount Due this Invoice</b>	<b>\$</b>		<b>456.00</b>

Thank you,  
Kenneth W. Peregón

P.O. # 10484  
Julie Johnston

O'Boyle, Cowell, Bialock and Associates, Inc.  
521 S. Riverview Dr., Kalamazoo, MI 49004  
Ph. 269-381-3357, Fax 269-381-2944

**S&T Lawn Service Inc.**

(269) 375-0334  
3393 South 6th Street

PO# 10485

**Invoice**

Bill To:

Oshtemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009

Date:

4/30/2018

Invoice #:

15099

Terms:

Net 15

Regarding:

Parkview Hall

Date:	Description:	Quantity:	Rate:	Amount:
4/15/2018	04/15/2018 -- Clean Up:Spring	1	0.00	0.00
4/15/2018	04/15/2018 -- Mulching	1	0.00	0.00
4/30/2018	04/30/2018 -- Lawn Service - Monthly Installment	1	260.00	260.00

**Total**

\$260.00

Thank you for your business.



PO # 10485

**S&T Lawn Service Inc.**

(269) 375-0334  
3393 South 6th Street

**Invoice**

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

<b>Date:</b>	5/31/2018
<b>Invoice #:</b>	15293
<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>
5/1/2018	05/01/2018 -- Fertilizing	1	0.00	0.00
5/7/2018	05/07/2018 -- Weeding	1	0.00	0.00
5/14/2018	05/14/2018 -- Weeding	1	0.00	0.00
5/21/2018	05/21/2018 -- Planting of Annuals	1	0.00	0.00
5/28/2018	05/28/2018 -- Weeding	1	0.00	0.00
5/31/2018	05/31/2018 -- Lawn Service - Monthly Installment	1	268.00	268.00

<b>Total</b>	\$268.00
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Thank you for your business.

PO #10801



Wade Trim  
2851 Charlevoix Drive SE • Suite 108 • Grand Rapids, MI 49546  
616.956.3304 • FAX: 616.956.3475 • www.wadetrim.com  
Federal ID 38-1539898

INVOICE

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

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

Invoice Date : May 16, 2018  
Invoice # : 2011577  
Project # : OSH600201N

Remit payment to : Wade Trim  
P.O. Box 10  
Taylor, MI 48180

Re: DDA Village Theme Plan Rvw & Update

For Professional Services rendered from 4/1/2018 through 4/29/2018

DDA Village Theme Plan Review & Update

Total Project Fee Authorized	\$32,900.00
Percent Complete as of 4/29/2018	93.65%
Subtotal	\$30,810.85
Less Previously Invoiced	\$30,636.48
<b>Amount Due This Invoice</b>	<b>\$174.37</b>

~~As of 4/15/18~~  
Julie Johnston  
Req. 10913

PO # 10801



Wade Trim  
2851 Charlevoix Drive SE • Suite 108 • Grand Rapids, MI 49546  
616.956.3304 • FAX: 616.956.3475 • www.wadetrim.com  
Federal ID 38-1539898

INVOICE

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

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

Invoice Date : June 26, 2018  
Invoice # : 2011924  
Project # : OSH600201N

Remit payment to : Wade Trim  
P.O. Box 10  
Taylor, MI 48180

Re: DDA Village Theme Plan Rvw & Update

For Professional Services rendered from 4/30/2018 through 5/27/2018

DDA Village Theme Plan Review & Update

Total Project Fee Authorized	\$32,900.00
Percent Complete as of 5/27/2018	97.46%
Subtotal	\$32,064.85
Less Previously Invoiced	\$30,810.85
<b>Amount Due This Invoice</b>	<b>\$1,254.00</b>

July 12, 2018



**Mtg Date:** July 19, 2018  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**Re:** Corner Lot Redevelopment

Per the DDA's direction, OCBA developed a revised concept plan taking into account the new understanding of eliminating the hard surface cap on the lot. OCBA is planning to attend the July meeting to hear input and provide preliminary costs for the development of the project.

In addition, DDA members had a meeting with representatives from the Oshtemo United Methodist Church on June 7<sup>th</sup> to discuss the changes to the corner lot. This meeting was very productive, with the Church members willing to review alternative approaches to the property line re-description, as well as the cross-access agreements needed to move forward.

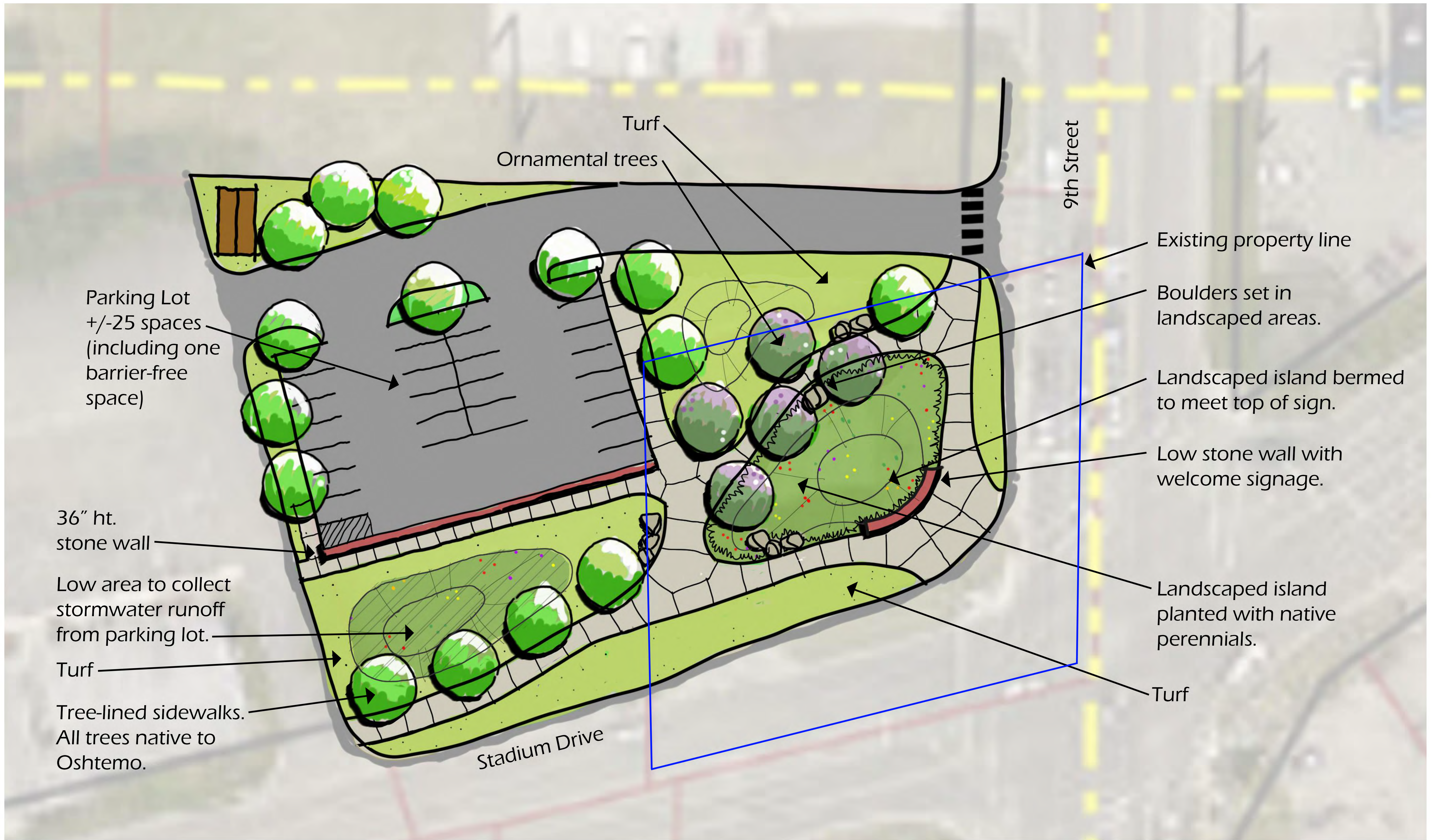
Included with this memo is a draft copy of a possible cross-access agreement. The agreement includes both cross access, parking, and storm water management. According to OCBA, it is possible for storm water from each lot to be managed appropriately on the respective lots, not requiring an agreement for this function. Staff included it in the draft agreement to allow for further discussion as the final design for the project continues to evolve.

Utilizing the new design, the project line re-description for the development can be more fully realized. Staff recommends considering following the north/south sidewalk adjacent to the parking lot as the new property line for the two lots. This would allow a clearer demarcation between the corner property improvements and the parking lot owned by the Church. Please see the attached graphic for a general depiction of how this might work. Finalizing property lines and understanding the final square footage difference between the lots would have to occur during the engineering of the project.

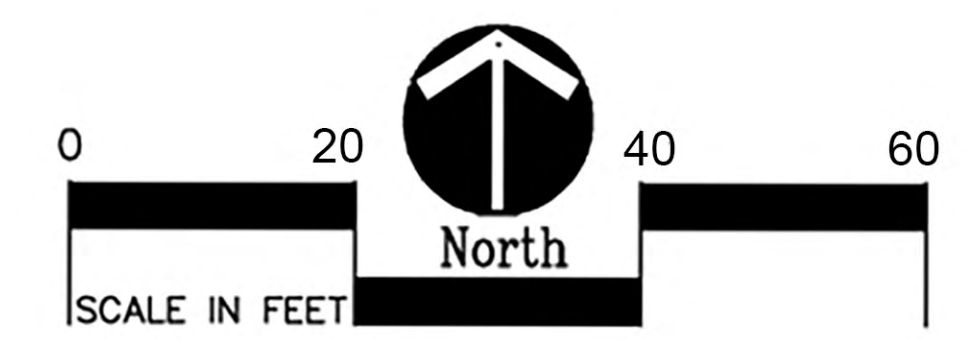
Finally, Prein and Newhof have been working diligently with MDEQ to remove the property restrictions. MDEQ requested some minor changes to the Corrective Action document and a revised version has been sent for their approval. We hope to have the new deed restriction, which only limits the placement of a well, recorded with Kalamazoo County within the next month.

**Attachments:** Corner Property Concept  
Cross-Access Agreement  
Possible Property Line Re-Description  
Declaration of Restrictive Covenant for a Restricted Residential Corrective Action





Oshtemo Village Core Concept  
7/19/18







# Oshtemo Village Core Concept

## Corner Sketch

7/19/18

## **CROSS ACCESS, PARKING, AND STORM WATER MANAGEMENT AGREEMENT**

This CROSS ACCESS, PARKING, AND STORM WATER MANAGEMENT AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between Oshtemo Charter Township Downtown Development Authority (“DDA”), established pursuant to Public Act 197 of 1975, whose address is 7275 West Main Street, Kalamazoo, Michigan 49009 and Oshtemo United Methodist Church (“Church”), a 501c3 tax-exempt religious organization, whose address is 6574 Stadium Drive, Kalamazoo, Michigan 49009.

### **Background**

1. The DDA owns a parcel of real property in Oshtemo Township, Kalamazoo County, Michigan, which is more particularly described on Exhibit A attached. The DDA intends to develop the parcel as a natural gateway feature to the Oshtemo Village, including such items as sidewalks, landscaping, irrigation, pedestrian features, and lighting, which will be managed and maintained by the DDA.
2. The DDA has agreed to develop a parking lot on the parcel of real property owned by the Church, in Oshtemo Township, Kalamazoo County, Michigan, which is more particularly described on Exhibit B attached, as part of the redevelopment project.
3. To ensure proper management of the DDA parcel, access to the Church property is needed to allow for parking of maintenance vehicles and equipment.
4. Both the DDA and Church properties will need to manage storm water per the requirements of the Oshtemo Charter Township ordinances. As the two parcels are intended to be developed as one cohesive project, excess storm water from the DDA parcel may be managed within the engineered basin on the Church parcel, as designed and more particularly described in the engineering plan as Exhibit C attached.

### **Agreements**

NOW THEREFORE, the DDA and Church agree as follows:

1. **Ingress and Egress:** The Church permits representatives of the DDA the right to access, in perpetuity, the parcel owned by the Church and described in Exhibit B for the intention of completing maintenance and/or other property management. The DDA grants the Church these same rights to the parcel described in Exhibit A, if needed.

2. **Parking:** Ingress in perpetuity shall also include the ability to park vehicles and other maintenance equipment within the parking lot of the Church property. This right shall extend to parking only within the timeframe that maintenance and/or other property management activities are occurring on the parcel owned by the DDA.

3. **Storm Water:** The parties grant to one another, for the benefit of both parcels, a perpetual easement for storm water drainage on, over, across and under the other parcel, and for connection to and use of the retention pond facilities and the existing storm water drainage systems located on or about the DDA parcel and/or Church parcel. The location of the storm water management system is described in Exhibit C.

4. **Maintenance of Storm Water Management System:** All maintenance, repair, and replacement costs of the shared storm water retention pond shall be shared between the DDA and Church. The parties agree that the parcels shall engage in regular maintenance of the retention pond and related features. The parties agree that the storm water retention pond shall be inspected by an engineer at least once every three years and that all maintenance work recommended by such engineer will be completed in order to ensure the efficient functioning of the system.

5. **Insurance:** Each party, at their sole expense, shall procure and maintain in full force and effect throughout the term of the Agreement general public liability insurance and property damage insurance against claims for personal injury, death, or property damage. Each party shall provide the other party with certificates of such insurance and with copies of the applicable insurance policies upon written request. Such insurance shall provide that coverage may not be canceled or materially reduced without thirty (30) days prior written notice to the other party. Policies of insurance provided for in this Section shall name the party as insured and the other party as an additional insured.

6. **Miscellaneous Provisions:** Except during times when maintenance, repair, or replacement activities are being conducted, the DDA and Church shall refrain from prohibiting, restricting, limiting, or in any manner interfering with the normal ingress and egress and other permitted uses of the individual parcels. If work is to be performed, other than routine maintenance, the party performing the work shall provide at least 2-weeks' notice, which notice shall detail the work to be performed, the approximate schedule for the work, a reasonable description of the impacts on the other owner, any impacts to services or other uses which may occur.

7. **Agreement Runs With The Land:** The rights, benefits, obligations, and burdens set forth in this Agreement are appurtenant to the DDA parcel and Church parcel, shall run with the land, and shall be binding upon, inure to the benefit of and be enforceable by each of the owners or any part of the parcels, and their heirs, legal representatives, successors, and assigns.

8. **Representation and Warranty:** The persons executing this Agreement represent and warrant, on behalf of themselves and their respective entities, that each party has obtained all necessary consents and approvals and each party has all right, title, and authority to execute this Agreement on behalf of their respective party and parcel, that by such execution each party and their respective parcel is bound by the terms of this Agreement and each party has all necessary power and authority to perform the obligations, terms, conditions, and covenants set forth herein.



Oshtemo Charter Township Downtown Development Authority

By: Grant Taylor  
Its: Chair

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF KALAMAZOO )

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Grant Taylor, the Chair of the Oshtemo Charter Township Downtown Development Authority, on behalf of said organization.

\_\_\_\_\_  
Name:  
Notary Public  
Kalamazoo County, MI

My Commission Expires: \_\_\_\_\_

Oshtemo United Methodist Church

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF KALAMAZOO )

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of the Oshtemo United Methodist Church, on behalf of said organization.

\_\_\_\_\_  
Name:  
Notary Public  
Kalamazoo County, MI

My Commission Expires: \_\_\_\_\_



1 inch = 50 feet

## ***DECLARATION OF RESTRICTIVE COVENANT MODEL***

### **DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED RESIDENTIAL CORRECTIVE ACTION**

MDEQ Reference No: RC-RRD-213-18-028

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Kalamazoo County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 6520 Stadium Drive, Oshtemo Township, Kalamazoo County, Michigan and legally described in the attached Exhibit 1 (Legal Description of the Property). Exhibit 2 (Survey of Property) provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with Lawson Oil, Facility ID 00011043 for which a Revised Closure Report (RCR) was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the RCR dated October 11, 2013. A copy of the RCR is available from the Michigan Department of Environmental Quality (MDEQ), Remediation and Redevelopment Division (RRD) Kalamazoo District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The MDEQ recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the Kalamazoo County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; and 3) assure the exposure control measures relied upon in the RCR are effective.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by Lawson Oil Company. Failure of the

corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the RCR; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the RCR; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the RCR may not have been reviewed by the MDEQ

### Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“Property” means the real property as described in Exhibit 1 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

### Summary of Environmental Conditions and Corrective Action.

Hazardous substances including benzene, toluene, ethyl benzene, xylenes, naphthalene, 2-methylnaphthalene, and trimethylbenzenes were released from an underground storage tank system resulting in contamination of the Property.

The contamination was defined horizontally and vertically. The groundwater in the area of the release is approximately 80 feet below the ground surface and has a northeasterly flow. Soil and groundwater remediation systems were activated to cleanup the contamination. Cleanup activities involved excavating to remove contaminated soil, operating a soil vapor extraction (SVE) treatment system to further remediate the soil, and operating a pump and treat system to clean up the groundwater. The SVE system reduced contaminants in the soil to levels below the MDEQ cleanup criteria, and the pump and treat system reduced contaminants in the groundwater to levels sufficient for a LUST Restricted Residential closure, which allows for some groundwater contamination to remain at the Property using a restrictive covenant. The treatment systems have been removed.

Groundwater contamination remains at the Property at levels that do not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater in excess of the residential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion.

## **NOW THEREFORE,**

### **1. Declaration of Land or Resource Use Restrictions.**

Oshtemo Charter Township Downtown Development Authority, as Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. **Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances.**

The Owner shall prohibit activities on the Property that may result in exposures above levels established in the RCR. These prohibited activities include:

(i.) **Exposure Restriction for Use of Groundwater:**

The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

- (a) Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
- (b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

2. **Contaminated Soil Management.** The Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. **Access.** The Owner grants to the MDEQ and Lawson Oil Company, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the RCR, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the RCR. The right of access provided to Lawson Oil Company above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, The MDEQ will not enforce the Owner's obligation to provide access to Lawson Oil Company.

4. **Conveyance of Property Interest.** A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the RCR, and this Restrictive Covenant. A copy of this Restrictive

Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by the MDEQ that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through the MDEQ, and Oshtemo Charter Township Downtown Development Authority may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, Oshtemo Charter Township Downtown Development Authority has caused this Restrictive Covenant, RC-RRD-213-18-028, to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2018.

Oshtemo Charter Township Downtown Development Authority

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or Type Name

Its: \_\_\_\_\_  
Title

STATE OF Michigan  
COUNTY OF Kalamazoo

The foregoing instrument was acknowledged before me this \_\_\_\_\_ [date]  
By Grant Taylor, Chair of the Oshtemo Charter Township Downtown Development Authority, on behalf of the Oshtemo Charter Township Downtown Development Authority.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Stamp name of Notary Public

Prepared by:  
Timothy B. Woodburne, CPG

When recorded return to:  
Prein&Newhof  
3355 Evergreen Dr NE  
Grand Rapids, MI 49525

**EXHIBIT 1**

**LEGAL DESCRIPTION OF PROPERTY**

**THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN TOWNSHIP OF OSHTEMO, KALAMAZOO COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:**

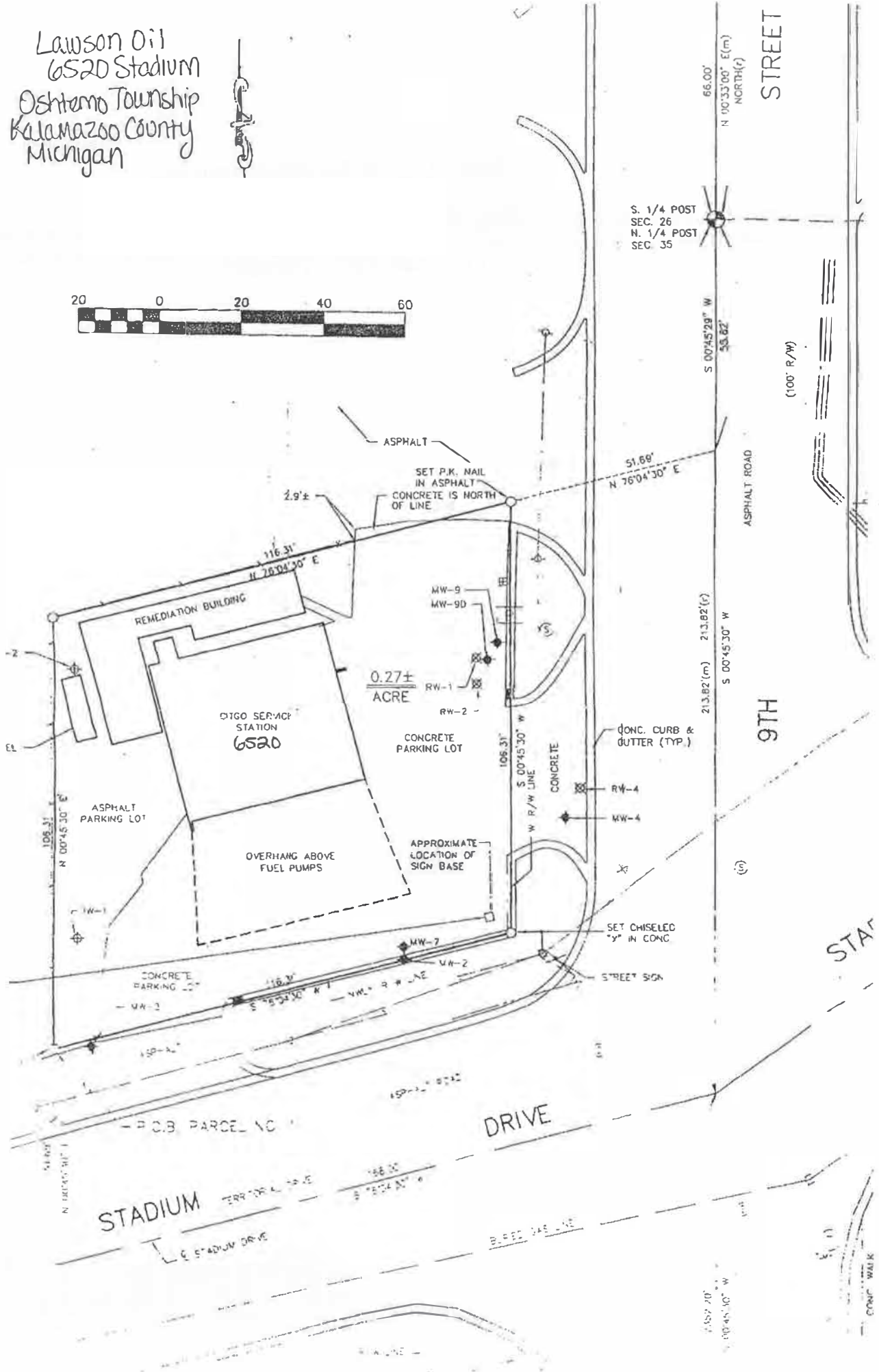
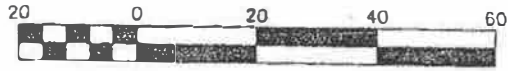
**SECTION 35, TOWNSHIP 2 SOUTH RANGE 12 WEST: COMMENCING AT THE INTERSECTION OF THE NORTH & SOUTH 1/4 LINE WITH CENTERLINE OF WEST MICHIGAN AVENUE; THENCE SOUTHWEST ALONG SAID CENTERLINE 168 FEET; THENCE NORTH PARALLEL WITH SAID 1/4 LINE 51.69 FEET FOR PLACE OF BEGINNING; THENCE NORTH PARALLEL WITH SAID 1/4 LINE 106.31 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE 116.31 FEET; THENCE PARALLEL WITH SAID 1/4 LINE 106.31 FEET; THENCE SOUTHWESTERLY 116.31 FEET TO PLACE OF BEGINNING.**



**EXHIBIT 2**

**SURVEY OF THE PROPERTY**

Lawson Oil  
6520 Stadium  
Oshtemo Township  
Kalamazoo County  
Michigan



STREET

9TH

STAD

STADIUM

DRIVE

66.00'  
N 10°33'00" E (m)  
NORTH (r)

S. 1/4 POST  
SEC. 26  
N. 1/4 POST  
SEC. 35

(100' R/W)

213.82 (m)  
S 00°45'30" W

51.66'  
N 76°04'30" E

55.62'  
S 00°45'28" W

106.31'  
S 00°45'30" W  
W R/W LINE

116.31'  
N 76°04'30" E

106.31'  
N 00°45'30" E

51.620'  
N 10°45'30" W

75.720'  
S 00°45'30" W

CONC WALK



July 11, 2018

**Mtg Date:** July 19, 2018  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**Re:** Stadium Drive Sidewalks

At the May meeting, the DDA decided to move this project forward to engineering design utilizing the same project team of OCBA and Prein and Newhof. Staff requested a proposal from the project team for review, as well as professional services agreement. After some requested additions, the enclosed memo from Prein and Newhof was provided, which outlines the work to be completed during this phase of the project. The proposal includes check-ins with the DDA and an opportunity for public input.

In addition, the memo outlines total costs for survey, engineering design, and landscape architecture design for the project. It also includes assistance with the MDOT Transportation Alternative Program grant application. The total costs are \$136,250. The DDA is responsible for \$84,500 of this total, which includes the design work for the DDA District. At this time, the DDA's budget does not cover the full costs for this project. However, staff would recommend waiting on any budget adjustments and re-evaluating in September and November as the project progresses. It is possible that the design work will span both 2018 and 2019, allowing the costs to be spread over two budget years.

The professional service agreement was approved by the Township Board on June 26, 2018 and work has begun. Staff will update the DDA as more information is available.

As a reminder, preliminary costs are anticipated to be approximately \$1.6 million for the entire project. However, this does not include easement acquisition, which will be needed in a handful of locations. Hopefully, grant funding will cover approximately 50 to 60 percent of the total project cost or a minimum of \$811,000. The remaining balance of approximately \$811,000 will be split between the DDA and the Township based on percentages within district boundaries. The total project distance is approximately 9,300 linear feet. The DDA's portion is roughly 6,000 linear feet or 64.5 percent. This equates to a maximum (hoped for) expense of around \$523,095.

Attachments: Prein and Newhof Proposal

June 25, 2018  
 915

Sent via email: [libbyhc@oshtemo.org](mailto:libbyhc@oshtemo.org)

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

RE: Stadium Drive 6' One-way Path Project (8th Street to 11th Street)  
 Proposal for Survey, Engineering and Landscape Design Services

Dear Ms. Heiny-Cogswell:

Prein&Newhof is pleased to present our Professional Services Agreement for Survey, Engineering Design and Landscape Architecture Design Services for the proposed Stadium Drive 6' One-way Path Project from 8th Street to 11th Street. The scope of this survey and design will be in general accordance with the previous OCBA/ P&N preliminary study which was recently completed and presented to the Township. We understand that this project may be split into two separate projects to align with DDA and non-DDA participation as well as TAP funding from the MPO. As such our fees are shown as separated into the two projects.

We propose to complete the following for each project:

- A. Topographic survey and ROW line verification.
- B. Existing utility research.
- C. 6' One-way Path design including ADA compliance.
- D. Landscape Architecture: We will continue partnering with OCBA on this project and will integrate landscape architecture design into the overall design.
- E. Retaining wall design.
- F. Legal Descriptions for necessary easements. Preliminary study identified 17 required. Cost will be \$250 for each description, no exhibit to be prepared, Township to provide current deed or tax description.
- G. MDOT programming, SHPO submittal, GI submittal, and MDOT bidding assistance.
- H. MDOT Transportation Alternatives Program (TAP) application preparation for submittal by the Township.

Meetings:

- A. Design progress meetings with Township staff, two per month.
- B. DDA meeting at 50% and 90% design.
- C. One public comment meeting at 50% design (to correspond with 50% DDA meeting).

We will provide the above services for the lump sum price as tabulated below:

	<u>RCKC TAP (11th to DDA)</u>	<u>DDA TAP (DDA to 8th)</u>
Survey	\$ 6,000	\$10,000
Engineering Design	37,000	59,000
Landscape Architecture Design	8,000	12,000
Easement Descriptions (17 est.)	<u>750</u>	<u>3,500</u>
<b>TOTALS</b>	<b>\$51,750</b>	<b>\$84,500</b>

Ms. Elizabeth Heiny-Cogswell  
June 25, 2018  
Page 2

The project team is proposed to be:

P&N Thomas C. Wheat, Project Manager and Ryan Russell, Project Engineer  
OCBA Ken Peregon – project oversight and liaison to P&N and Township and Paul Warnick –  
project landscape architect responsible for design document production and construction  
administration

If the team members need to be changed then Oshtemo shall consent to the change.

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

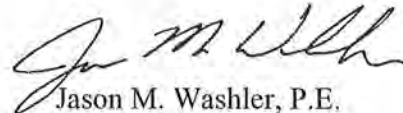
If this proposal meets with your approval, please sign and return the Professional Services  
Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

**Prein&Newhof**



Thomas C. Wheat, P.E.



Jason M. Washler, P.E.

TCW:JMW:dlj

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

cc: Jamie Baker, Charter Township of Oshtemo (via email)

## Professional Services Agreement

This Professional Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 7123 Stadium Drive, Kalamazoo, MI 49009, and Charter Township of Oshtemo (“Client”), of 7275 W. Main Street, Kalamazoo, MI 49009.

WHEREAS Client intends to:

Obtain Survey, Engineering Design and Landscape Architecture Design Services for the proposed Stadium Drive 6' One-way Path Project 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: Elizabeth Heiny-Cogswell  
Title: Supervisor  
Phone Number: (269) 375-4260  
Facsimile Number: (269) 375-7180  
Email: libbyhc@oshtemo.org

Name: Thomas C. Wheat, P.E.  
Title: Office Manager  
Phone Number: (269) 372-1158  
Facsimile Number: (269) 372-3411  
Email: twheat@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 June 25, 2018
- 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 June 25, 2018



Scope of Services defined as follows:

**ARTICLE 4 – COMPENSATION:**

Lump Sum for Services Described in Article 3 above - \$136,250.00.

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

*Bill To/Ship To (if different)*

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_

Fx: \_\_\_\_\_

Email: \_\_\_\_\_

## 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.~~ *TEW 5-29-18*
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.

July 12, 2018



**Mtg Date:** July 19, 2018  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**RE:** 2019 Draft Budget

It is budget time, and a draft budget for 2019 is included in the packet. As with previous years, the process is for the DDA Board to recommend a draft budget to the Township Board. The Township will then incorporate the budget into their review and approval process. Draft budgets are requested to be provided to the Township Supervisor by the end of July.

Based on our 2018 tax capture, staff is recommended a tax revenue budget of \$106,000, with a personal property loss payment from the state in the amount of \$40,000. The Township Assessor suggested increasing revenue by one percent for the Consumer Price Index. In addition, staff added an increase of approximately four percent for the possible tax revenue that will be collected on the new construction and redevelopment within the District, for an approximate five percent increase from 2018.

At the time of this memo, determining the 2019 budget is difficult as preliminary costs for the corner property improvements have not yet been determined. OCBA intends to have these draft costs prepared for the July meeting, so updates to the recommended draft budget can be accomplished at that time. Based on future work of the DDA, staff would recommend funding the following projects under the Capital Outlay/Projects line item for 2019:

#### Stadium Drive Sidewalks

- Engineering Design/Grant Application - \$30,000  
Remaining needs from 2018 contract (contract expected to extend over two years)
- Easement Acquisition - \$50,000

#### Corner Property Improvements

The below numbers are best guess for the corner property improvement based on previous draft budgets for the streetscape plan.

- Engineering Design - \$30,000
- Construction Oversight - \$40,000
- Construction of Corner/Parking Lot - \$400,000

The following recommendations are for the Consultant line item:

9<sup>th</sup> Street Sidewalks

- Concept Plans - \$10,000

Market Study - \$10,000

If the DDA decides to move forward with a market study in 2018, it may span two years of budget. We would need to include some dollars in 2019 to cover this eventuality.

Based on the above costs, approximately \$387,250 will be needed from the DDA's fund balance. According to the Township Treasurer, the current fund balance sits at \$788,266. The proposed budget would reduce the fund balance to 401,016. With the planned Stadium Drive Sidewalk project in 2020, the DDA will need approximately \$523,095 or more to complete construction. With the current tax revenue generated by the District and available balances from 2018, we will likely have just enough funds to complete both the corner improvements and the sidewalk project.

**2019 DDA Budget**

*DRAFT: 7-19-2018*

<b>REVENUES</b>	<b>2017 Budget</b>	<b>2017 Actual</b>	<b>2018 Budget</b>	<b>2019 Proposed Budget</b>	<b>Change from 2018-19</b>
Carryover	\$ 51,950.00	\$ -	\$ 88,000.00	\$ 387,250.00	\$ 299,250.00
Current Real Property Tax	\$ 126,900.00	\$ 75,764.45	\$ 132,000.00	\$ 106,000.00	\$ (26,000.00)
Miscellaneous (personal property loss)	\$ -	\$ 44,288.27	\$ -	\$ 40,000.00	\$ 40,000.00
Interest Earned	\$ 400.00	\$ 3,650.14	\$ 400.00	\$ 3,000.00	\$ 2,600.00
<b>TOTAL REVENUES</b>	<b>\$ 179,250.00</b>	<b>\$ 123,702.86</b>	<b>\$ 220,400.00</b>	<b>\$ 536,250.00</b>	<b>\$ 315,850.00</b>

<b>EXPENDITURES</b>	<b>2017 Budget</b>	<b>2017 Actual</b>	<b>2018 Budget</b>	<b>Recommended 2019 Budget</b>	<b>Change from 2018-2019</b>
Staff	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
Supplies	\$ 500.00	\$ 220.70	\$ 500.00	\$ 500.00	\$ -
Postage	\$ 500.00	\$ 175.00	\$ 500.00	\$ 500.00	\$ -
Community Events	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ -
Consultants	\$ 125,000.00	\$ 30,736.60	\$ 72,000.00	\$ 20,000.00	\$ (52,000.00)
Accounting & Auditing Fees	\$ 2,000.00	\$ 1,150.00	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Fees	\$ 2,000.00	\$ 97.50	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Notices	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -
Repairs & Maintenance	\$ 6,000.00	\$ 2,840.00	\$ 6,000.00	\$ 8,000.00	\$ 2,000.00
Miscellaneous	\$ -	\$ 3,390.48	\$ -	\$ -	\$ -
Capital Outlay/Obligated Projects	\$ 40,000.00	\$ -	\$ 134,150.00	\$ 500,000.00	\$ 365,850.00
Capital Outlay/Acquisition	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
<b>TOTAL EXPENDITURES</b>	<b>\$ 179,250.00</b>	<b>\$ 41,360.28</b>	<b>\$ 220,400.00</b>	<b>\$ 536,250.00</b>	<b>\$ 315,850.00</b>

Consultants

9th Street Sidewalk Concept Plans	\$ 10,000.00
Market Study	\$ 10,000.00

Capital Outlay/Projects

Stadium Drive Sidewalks	\$ 30,000.00
Corner Lot Improvements	\$ 470,000.00

Capital Outlay/Acquisitions

Stadium Drive Easements	\$ 50,000.00
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