



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**

SPECIAL MEETING – VIRTUAL

Participate through this Zoom link:
<https://us02web.zoom.us/j/83249668994>

Or by calling: 1-929-205-6099
Meeting ID: 832 4966 8994

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

Wednesday, April 7, 2021
12:00 p.m. - 12:45 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: January 21, 2021
4. Budget Amendment – Removal of guy pole and anchor at DDA Gateway
5. Budget Amendment – 2021 landscaping and maintenance quotes
6. 'Music in the Park' concert series – Discussion of Support for Local DDA Restaurants
7. Other Items
8. Public Comment
9. Announcements and Adjournment

Next Meeting **Thursday, May 20th, 2021**

Zoom Instructions for Participants

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 832 4966 8994**

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

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **832 4966 8994#**

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



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

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

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

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

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

DRAFT MINUTES OF A VIRTUAL MEETING HELD JANUARY 21, 2021

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting via tele-conference on Thursday, January 21, 2021. The meeting was called to order at approximately 12:02 p.m.

Roll Call Vote:

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

Members absent: Mike Lutke, and Jack Siegel.

Also present: Iris Lubbert, Planning Director and Martha Coash, Recording Secretary.

Guest: Tom Wheat, Prein & Newhof

Approval of Agenda

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

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

Election of Officers

The current officers indicated they were willing to continue in their same capacities for 2021. Hearing no other nominations, the Chair asked for a motion.

Mr. Skalski moved to elect the following current officers to continue for 2021:

Mr. Taylor, Chair
Mr. MacDonald, Vice Chair
Mr. Betzler, Secretary
Mr. Corakis, Treasurer

Mr. Wieber supported the motion. The motion was approved unanimously by roll call vote.

Approval of Minutes

The Chair asked if there were additions or corrections to the Minutes of the Virtual Meeting of December 3, 2020. Hearing none, he asked for a motion.

Mr. Wieber moved to approve the Minutes of the Meeting of December 3, 2020 as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Treasurer's Report:

a. November – December 2020 (unaudited)

Ms. Lubbert reported there were no revenue increases during this cycle.

Expenditures totaled \$49,690.85. Payments included general operating expenditures, the annual Music in the Park contribution, holiday décor at the corner site, finalizing the corner site improvement project, and the second round of Small Business Emergency Assistance Grants

She noted an invoice for a \$120.00 legal fee was double charged and the appropriate account was reimbursed. A \$156.46 electric fee in question was found to be accurate and will be paid when an invoice is received. In addition a retaining wall fee questioned by Mr. Corakis was found to be improperly charged to the DDA and will be corrected. She thanked Mr. Corakis for bringing that to the group's attention.

Mr. Wieber moved to approve the Treasurer's Report for November – December 2020 as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

b. 2021 Budget

Ms. Lubbert reported there were no charges currently to the approved, unaudited 2021 budget.

Chairperson Grant noted after settlement the DDA is expected to capture approximately \$830,000. Last year \$170,000 was captured. \$450,000 is estimated to be spent on the shared use path, but that amount could increase. Last year \$60,000 was budgeted for design and engineering for the Stadium Drive path; only \$7,500 was used. It will be used in 2021, which will require a budget amendment.

Ms. Lubbert reported there is a jump in the maintenance fee in 2021 since the corner lot will be included this year.

The Chair noted \$4,500 of the budgeted \$8,000 was spent from the maintenance budget last year.

Ms. Lubbert said she would expand the maintenance item on the chart for next month to show how the budget is broken up.

Ms. Lubbert said a letter from the Happy Trails Boarding Kennel was received thanking the DDA for the grant received through the Emergency Assistance Program.

Chairperson Grant said he was glad a second round of the grant program was approved to assist DDA businesses.

Project Updates

a. Gateway Project at Stadium and 9th Update

Mr. Skalski reported the construction work at the Gateway Project has been substantially completed. Problems discussed at the last meeting have been addressed. He will address a couple more small problems likely to result in a small charge, if any.

The group was pleased with the holiday décor and looks forward to an even better display for 2021 when there will be more lead time for planning.

b. Stadium Drive Sidewalks and Contract

Ms. Lubbert said during the budget discussion late last year, the DDA Board unanimously agreed their main and largest project for 2021 would be the installation of a shared use path along the north side of Stadium Drive within their boundaries.

Mr. Russell, of Prein & Newhof, was unable to be present at the meeting. Mr. Tom Wheat was in attendance in his place.

Chairperson Taylor noted there was a carryover of \$52-53,000 from last year's budget. An amendment will be needed to provide a budget of \$63,800 for 2021. An estimate for landscaping was included in the contract, with OCBA as the subcontractor.

He indicated design work for both the north and south sides of Stadium Drive will be done in 2021. Construction will be done only on the north side this year. The design work will need to be done by March 26 in order to begin construction this spring. OCBA will provide streetscape work, trees and landscaping after construction. Board approval to sign an approved design contract will be needed. We will have a good idea of construction cost in March. The DDA can approve the construction budget at that time.

Ms. Heiny-Cogswell asked whether there needed to be an amendment to the contract to include OCBA.

Ms. Lubbert explained the DDA requested that invoices from Prein & Newhof for DDA work and Township work be separated to provide invoices that clearly show DDA expenses only. She believed that was not the case for 2020.

Mr. Wheat will clarify with Mr. Russell whether the 2020 work contract was separately calculated or as a total of Township and DDA work.

Ms. Libby-Cogswell wondered whether the contract should be run through attorney review.

Mr. Wheat noted Township Attorney Porter had reviewed the contract.

Chairperson Taylor indicated the contract needed to be changed to 1) update the client information to list him as Chair of the DDA rather than Treasurer and change his email to his personal account, 2) indicate the contract is with the DDA rather than Oshtemo Township, and 3) to scratch out ownership.

Mr. Corakis confirmed Prein & Newhof plans to slope the retaining wall next to affected apartments.

The group agreed to provide landscaping at the small corner (about 10 ft. x 10 ft.) at Stadium and 9th Street in front of the Subway shop, realizing it would be a small expenditure and being mindful of careful stewardship of funds and possible public criticism.

Ms. Heiny-Cogswell noted construction observation was not included in the contract and felt everything should be lined up now.

Mr. Skalski said that is typically done as a separate contract.

Chairperson Taylor indicated a separate contract could be completed later and that he could meet with Mr. Russell on that, but they should get the contract signed and the project underway now.

Mr. Corakis agreed they should move forward now. He thought everything necessary could be done at the next DDA meeting in March so the project could still be put out for bid in March.

Mr. Corakis moved to approve the contract as presented in the amount of \$63,800, with the three amendments discussed: 1) update the client information to list him as Chair of the DDA rather than Treasurer and change his email to his personal account, 2) indicate the contract is with the DDA rather than Oshtemo Township, and 3) to scratch out ownership, and that Chairperson Taylor be authorized to sign the document. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Contract Renewal for DDA Seasonal Banners

Ms. Lubbert indicated the DDA Board has contracted with SignArt in past years to store and rotate the DDA's seasonal banners. A proposed contract, for the same work at the same cost, \$380 per banner swap for a total of \$1,520, needed approval.

Mr. Corakis said he felt other contractors should be considered for 2022 and volunteered to contact a few.

The group agreed and thanked him for taking on that work.

Mr. Skalski moved to approve the SignArt contract for 2021 at the cost of \$1,520. Mr. Betzler seconded the motion. The motion carried unanimously by roll call vote.

DDA Survey Results Discussion

Ms. Lubbert reported that from November through December last year an anonymous online survey was posted on the DDA's website, Facebook and Nextdoor. 63 responses were received and compiled in a report for the Board.

She indicated most respondents were customers; followed by property owners. She felt the angst regarding the sewer debate impacted some responses and said she thought there was a misconception regarding the purpose of DDA funds.

Ms. Lubbert felt there were three main takeaways from the responses:

- 1) There was enough confusion regarding the sunburst on the corner property sign to consider removing it.
- 2) A lot of confusion about the term "Village" was evident.
- 3) Sidewalks were the biggest improvement respondents were excited about.

Ms. Heiny-Cogswell expressed regret the DDA was politicized as a result of the sewer debate last year.

Mr. MacDonald agreed the starburst was confusing and should be removed from the sign. He felt comments confirmed they were right in refraining from a more elaborate gateway, that their decisions were based on the right reasoning.

Mr. Skalski said the area may be perceived more as a village five or ten years down the road than it is currently.

Chairperson Grant was pleased comments reflected confirmation they are moving in the right direction with sidewalk plans.

Mr. Corakis moved to approve an expenditure of up to \$500 from the maintenance budget to remove the starburst from the gateway sign. Mr. MacDonald seconded the motion. The motion carried unanimously by roll call vote.

Other Board Items/Updates

Mr. MacDonald commended Ms. Lubbert for her work administering the Small Business Grants, which was above and beyond the call of duty.

Ms. Heiny-Cogswell said by State law a resident is required to be a member of the DDA. Turnover has resulted in needing to find a resident to serve and asked that members email her with ideas.

Public Comment

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

Announcements and Adjournment

Hearing none, the Chairperson adjourned the meeting at approximately 1:04 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: January 22, 2021

Minutes Approved:

March 8, 2021



To: DDA Board

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

Re: Budget amendment – guy pole and anchor at DDA Gateway

It was brought to staff's attention that there was a guy pole and unattached anchor at the recently completed Oshtemo Village Gateway project park. As there is no longer a need for this support the existing guy pole should be removed and the line anchored for both the appearance of the park as well as for vehicle safety. For Consumers Energy to make the necessary changes a check needed to be issued prior to the work being done. With the DDA Chair's approval, the payment of \$1,356 was authorized by the Township under emergency procedures with the understanding that the DDA would reimburse the Township. In order to pay the invoice, the DDA Board is requested to make a budget amendment as construction funds for the corner project were not carried over to 2021.

Attachments: Consumers Energy Invoice



Count on Us

A CMS Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

March 1, 2021

NOTIFICATION #'s:

ELECTRIC OH DISTRIBUTION: 1056240479

OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO, MI 49009-8210

REFERENCE: NW CORNER STADIUM DR AND 9TH ST, KALAMAZOO

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our proposed design drawings are enclosed.

The estimated cost for your energy request is as follows:

Refundable Agreement for Installation of Electric Facilities:	
Non Refundable Agreement for Installation of Electric Facilities:	\$ 1,356.00
Overhead Electric Service	
Underground Electric Service:	
Excess Footage Charge:	
Temporary Electric Service:	
Winter Construction Costs:	\$ -
Additional Costs (See Invoice):	
Total Estimated Cost	\$ 1,356.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 1,356.00</u>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is a copy of the Agreement for Installation or Modification of Electric Facilities and invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Please review and sign the Agreement for Installation of Electric Facilities and return in the envelope provided or email to: POBoxCEServiceRequest@cmsenergy.com. You will receive a copy of the agreement after it is signed and dated by a Consumers Energy company representative. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request. Payment in full is required before the installation will be scheduled for construction.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

Kyle Brott at (844) 316-9537



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Kyle Brott at (844) 316-9537

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	EMAIL	NUMBER
LVD DESIGNER	MICHAEL BERTAPELLE	MICHAEL.BERTAPELLE@CMSENERGY.COM	989 600 3647
CIRCUIT OWNER	SARAH GILL	SARAH.GILL@CMSENERGY.COM	269 337 2326
COORDINATOR	KYLE BROTT	KYLE.BROTT@CMSENERGY.COM	269 337 2265

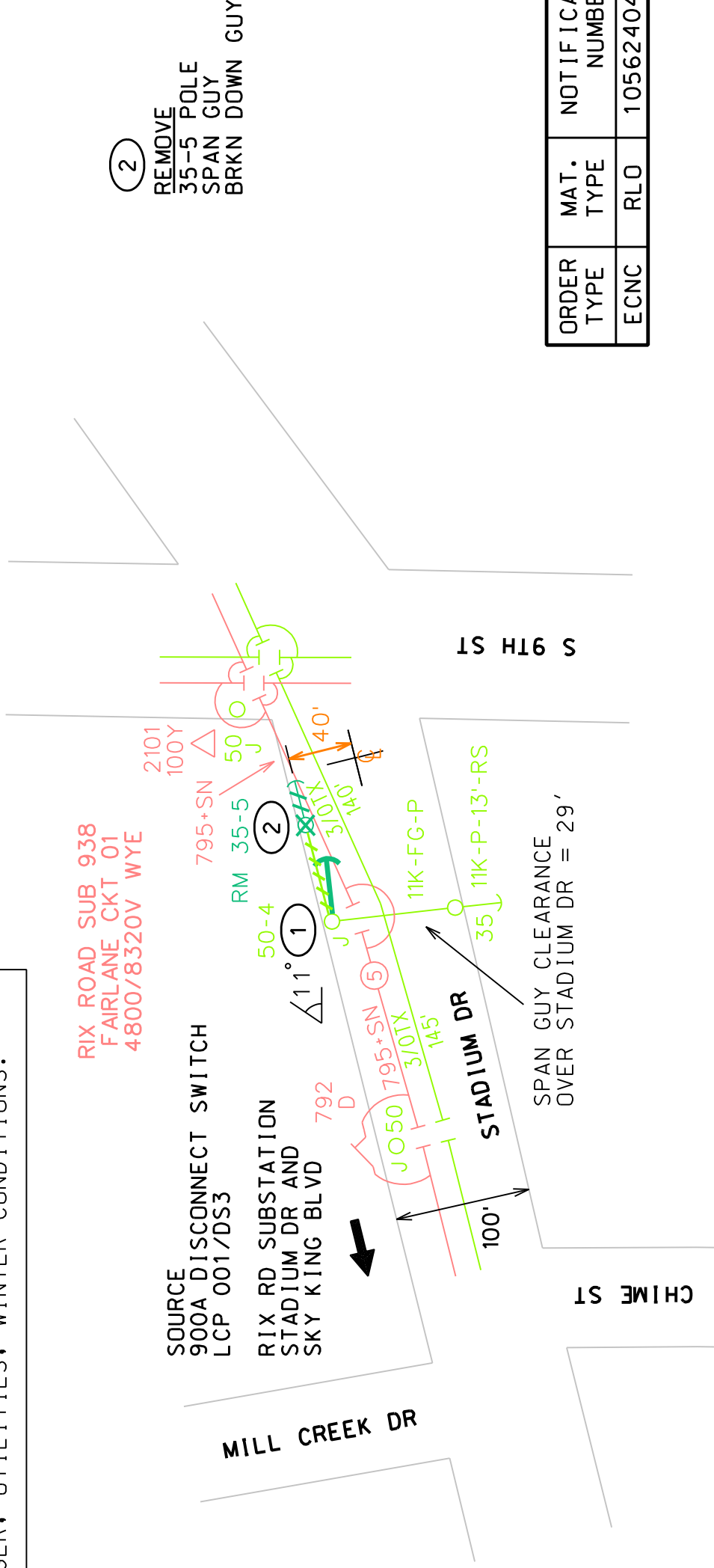
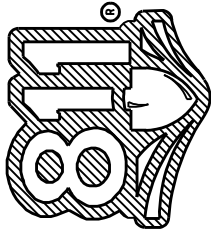
JOB PURPOSE STATEMENT:

1. OSHTEMO TOWNSHIP IS REQUESTING THE REMOVAL OF LOC 2 STUB POLE.

CONSTRUCTION NOTES:

- FAR EDGE OF SIDEWALK IS 24' FROM LOC 1. MAINTAIN A MINIMUM 10' VERTICAL CLEARANCE BETWEEN GUY STRAND AND SIDEWALK.
- COMPLEXITY FACTORS: FLAGGER, UTILITIES, WINTER CONDITIONS.

MISS DIG System, Inc.
1-800-482-7171



1

INSTALL
DOWN GUY
11K-FG-P-40'-RS
FIGURE 22-101-13

REMOVE

S8S
CO (XARM BRKT) x3
LA (RISER BRKT) x3
LCP/FUSE SIZE LABEL
JUMPER x6
SPAN GUY

NOTES

RISER LCP 156/65
NO LONGER EXISTS.
REMOVE OLD RISER
EQUIPMENT FROM POLE.

2

REMOVE
35-5 POLE
SPAN GUY
BRKN DOWN GUY

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	RLO	1056240479	11220018	38133798

ORDER NUMBER

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____



A CMS Energy Company ELECTRIC

DESIGNED BY MBERTAPE DATE 01/26/21

APPROVED BY _____ DATE _____

SHEET 1 OF 1 SCALE 1"=100'

Stadium Dr and 9th St, Kzoo, ECNC RLO

For: OSHTEMO TOWNSHIP NW CORNER STADIUM DR AND 9TH ST

CM NO. 100006192938

ORDER TYPE ECNC ORDER NUMBER 11220018

DESIGN NUMBER 38133798

WD NO. 0938

ECNC RLO 11220018

SUBSTATION RIX ROAD

CIRCUIT FAIRLANE

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:	
<u>POBoxCEServiceRequest@cmsenergy.com</u>	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	1056240479
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 2/10/2021 Notification Number: 1056240479 (Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY a Michigan Corporation

Customer:

OSHEMIO TOWNSHIP (Name)

530 W. Willow St

7275 W MAIN ST

Lansing, MI 48909-7662

KALAMAZOO, MI 49009-8210

(Address)

(City, State and Zip Code)

Attention: DICK SKALSKI

Service Location: NW CORNER STADIUM DR AND 9TH ST KALAMAZOO

Township OSHEMIO County KALAMAZOO

Town 52 Range 12 Section 35

Price: \$ 1,356.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

OSHEMIO TOWNSHIP (Customer)

By (Signature)

By (Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title

Title



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO MI 49009-8210

Amount Due: \$1,356.00
Please pay by: March 15, 2021

Invoice Number	9320270179
PO Number	
PO Date	
Bill Date	03/01/21

Account: 3000 1812 3319

NW CORNER STADIUM DR AND 9TH ST KALAMAZOO - ELECTRIC UTILITY RELOCATION - NOTIFICATION NUMBER (s):
- - - 1056240479 - - - -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Relocation OH-Lines	1.0 EA	\$1,356.00	\$1,356.00
TOTAL DUE:			\$1,356.00

See Page 2 for Payment Options.

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

INVOICE QUESTIONS - Contact: Kyle Brott -(844) 316-9537 -

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



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 1812 3319

Amount Due: \$1,356.00
Please pay by: March 15, 2021
Enclosed:

6 330029642009 000001356005 0000 2056 2 300018123319

H

Ways to pay your nonenergy bill:



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



March 31, 2021

To: DDA Board

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

Re: 2021 landscaping and maintenance quotes

Per request of staff, the attached quote was submitted from S&T Lawn Service in May of 2020 for landscaping and maintenance services for both the Village Corner Plaza and Millard's Way. This quote was used to inform the DDA's 2021 budget. S&T Lawn Service has confirmed that the provided quote is still valid but have noted that landscaping and maintenance around the Community Center (referred to as Parkview Hall) was not part of the two quotes provided in May 2020. A quote for the Community Center has been provided. The cost for landscaping and maintaining all three sites is outlined below.

- Village Corner Plaza: \$605.00 a month: \$4,840.00 a year
- Millard's Way: \$903.00 a month: \$7,225.00 a year
- Parkview Hall/Community Center: \$304.30 a month: \$2,434.40 a year

With Spring around the corner, it is appropriate that the DDA Board review the three quotes and consider approving the proposal so these services can be implemented. If all three quotes are accepted as is, for a total cost of \$14,499.40, a budget amendment will be needed. The DDA currently has \$12,000 budgeted for lawn care and maintenance.

Attachments: Quote for the Village Corner Plaza
Quote for Millard's Way
Quote for the Community Center (Parkview Hall)



Office: (269) 375-0334 Fax: (269) 375-2664
3393 SOUTH 6TH STREET • KALAMAZOO, MI 49009
www.stlawnservice.com

May 29, 2020

Oshtemo Township
Attn: Iris Lubbert

RE: Village Corner Plaza

Price below to provide all labor, material, equipment, and supervision to complete the following:

- Spring cleanup of lawn and shrub areas (cut grasses) \$250.00
- Spring mulching of landscape beds (15yds) \$1,020.00
- Weekly bed maintenance \$1,560.00
- Mowing weekly 28x/season \$45.00/time..... \$1,260.00
- Edging of walks 6x/year \$300.00
- Fall cleanup of lawn and shrub areas (cut perennials)..... \$250.00
- Fertilizer 5 applications(\$40/time)..... \$200.00
- **TOTAL..... \$4,840.00**

Note: Services are totaled, divided by service months (8). Equal payments of \$605.00 per month for items above.

If you should have any questions, please contact me at 269-375-0334.

Thank you,

Jeff Triemstra



Professional Service Since 1980





Office: (269) 375-0334 Fax: (269) 375-2664
3393 SOUTH 6TH STREET • KALAMAZOO, MI 49009
www.stlawnservice.com

May 29, 2020

Oshtemo Township
Attn: Iris Lubbert

RE: Millard's Way

Price below to provide all labor, material, equipment, and supervision to complete the following:

- Spring cleanup of lawn and shrub areas (cut grasses) \$250.00
- Spring mulching of landscape beds (9yds) \$567.00
- Weekly bed maintenance \$1,950.00
- Mowing weekly 28x/season \$97.00/time..... \$2,716.00
- Edging of walks 6x/year \$612.00
- Fall cleanup of lawn and shrub areas (cut perennials) \$250.00
- Fertilizer 5 applications(\$176/time)..... \$880.00
- **TOTAL..... \$7,225.00**

Note: Services are totaled, divided by service months (8). Equal payments of \$903.00 per month for items above.

If you should have any questions, please contact me at 269-375-0334.

Thank you,

Jeff Triemstra



Professional Service Since 1980





3393 South 6th Street
 Kalamazoo, MI 49009
 Phone: (269) 375-0334 Fax: (269) 375-2664

LAWN MAINTENANCE PROPOSAL

Property Name Oshtemo Charter Township	Property Address Parkview Hall	Date February 20, 2021
Contact Person Karen High	Fax:	Effective Dates April 1, 2021- November 30, 2021

Lawn Maintenance

Additional Services

	Price	Per
Mowing & Trimming	\$ 304.30	Month
Blowing of Walks/Lots & Debris Removal	n/a	
Weeding of Stone/Bark Areas	Included	

EXTRAS	Price	Per
Mulching of all beds & tree rings	Included	Spring
Planting and Maintenance of Annual Beds	Included	Spring & Fall

Fertilizing/Weed Control	Included	Per Application - 5 Total: Fertilizer (4), broadleaf weed control & crabgrass preventer (1)
Tree and Shrub Fertilizing	n/a	

Edging	n/a	Monthly
Pruning	n/a	2 Times/year

Spring Clean Up	Included	Once in spring
Fall Clean Up	Included	Twice in fall

Brush Hog Service	n/a	Hour
Sprinkling System Start Up & Shut Down	n/a	

Acceptance of Proposal:

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

 Authorized Signature

 Date

March 31, 2021



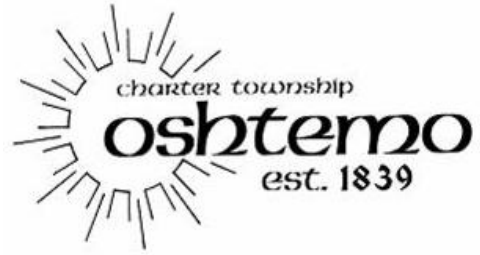
To: DDA Board

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

Re: Music in the Park' concert series – Discussion of Support for Local DDA Restaurants

Karen High and Grant Taylor will lead a discussion with the DDA Board at their special April 7th meeting on whether the Board would be willing to approve \$300.00 to \$500.00 worth of Gift cards to be raffled off during 'Music in the Park' events.

Attachments: Letter with additional details from Karen High



Memorandum

Date: April 1, 2021
To: Oshtemo Downtown Development Authority
From: Karen High, Parks Director
Subject: Oshtemo Friends of the Parks support for restaurant gift card raffle at 'Music in the Park' concert series

At the March DDA meeting, members in attendance discussed how Oshtemo's Music in the Park concert series could support local restaurants struggling because of the pandemic. It was suggested that the DDA purchase \$25 gift cards from each of the nine restaurants located within its boundaries. The gift cards would be donated to Oshtemo Friends of the Parks (OFP) and raffled at the outdoor concerts. Proceeds from the raffle would be used to support Oshtemo parks.

This memo is to confirm that OFP would be thrilled to receive a donation to cover the cost of the restaurant gift cards. Our volunteers will purchase the gift cards and conduct the raffle according to rules from the Michigan Lottery Charitable Gaming Division. A total donation from the DDA of \$300 would cover the cost of nine gift cards at \$25 each (\$225) plus \$75 for the cost of signs and raffle tickets.

We plan to raffle three gift cards at each of the three concerts. Raffle ticket cost will be low, likely \$1 per ticket. All ticket sales will occur during the event (no advance sales). All prizes will be distributed during the event (must be present to win). Restaurants will be invited to have menus, coupons, etc. available for concert attendees to pick up from the OFP display table during each concert.

Please feel free to contact me if you have any questions or suggestions. I can be reached by email at khigh@oshtemo.org or by phone at (269) 216-5233. Thank you!