



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

**DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS**

REGULAR MEETING – VIRTUAL

Participate through this Zoom link:

<https://us02web.zoom.us/j/89233666185>

Or by calling: 1-929-205-6099

Meeting ID: 892 3366 6185

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

**THURSDAY, MAY 20, 2021
12:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call and Remote Location Identification
3. Approval of Agenda
4. Approval of Minutes: April 7, 2021
5. Treasurer's Report: March – April 2021 (unaudited)
6. Project Updates
 - a. Stadium Drive Sidewalks, Landscaping, Contract, and Open House
7. Potential New Hire
8. Other Items
9. Public Comment
10. Announcements and Adjournment

Next Meeting Thursday, July 15th, 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: 892 3366 6185**

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: **892 3366 6185#**

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



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

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

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

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

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

DRAFT MINUTES OF A VIRTUAL MEETING HELD APRIL 7, 2021

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held meeting via tele-conference on Thursday, April 7, 2021. The meeting was called to order at approximately 12:02 p.m.

Roll Call Vote:

<u>Members present:</u>	<u>Location of Members during Meeting</u>
Grant Taylor	Portage
Bruce Betzler	Oshtemo
Bill Cekola	Portage
Themis Corakis	Oshtemo
Libby Heiny-Cogswell	Seattle, WA
Dick Skalski	Kalamazoo
Ryan Wieber	Kalamazoo

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

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

Agenda

Chairperson Taylor confirmed with Ms. Lubbert there were no additions or corrections to the agenda.

Mr. Wieber made a motion to approve the agenda as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Minutes

The Chair determined no one had additions or corrections to the Minutes of the Virtual Meeting of January 21, 2021.

Mr. Corakis made a motion to approve the Minutes of the Meeting of January 21, 2021 as presented. Mr. Betzler seconded the motion. The motion carried unanimously by roll call vote.

Budget Amendment – Removal of Guy Pole and Anchor at DDA Gateway

Mr. Skalski noted there was a no longer needed guy pole and unattached anchor at the recently completed Oshtemo Village Gateway project park. For Consumers Energy to remove the pole and anchor the line, needed for both appearance and vehicle

safety, Consumers Energy paid most of the cost, but a payment of \$1,356 was required from the DDA prior to having the work done. Payment in that amount was authorized by the Township with the DDA Chair's approval, with the understanding the DDA would reimburse the Township.

Mr. Corakis questioned why the DDA should be responsible for any cost for this work since it is Consumers Energy's equipment.

Mr. Skalski said the charge is some sort of a local shares assessment. He will get clarification regarding the reason the DDA is being charged and report back at the next DDA meeting.

Ms. Lubbert said that to pay the invoice the DDA would need to make a budget adjustment to cover the \$1,356 expenditure as construction funds for the corner project were not carried over to 2021.

Mr. Skalski made a motion to approve a budget amendment increase of \$1,356 to pay the Consumers Energy bill for the guy pole and anchor work at the DDA Gateway. Mr. Betzler seconded the motion. The motion carried 5 – 2 by roll call vote (Mr. Cekola and Mr. Corakis dissenting).

Budget Amendment - 2021 Landscape and Maintenance Quotes

Ms. Lubbert provided two quotes received from S&T Lawn Service in May of 2020 for landscaping and maintenance services for the Village Corner Plaza and Millard's Way, which were used to inform the DDA's 2021 budget. S&T confirmed the provided quotes are still valid, but they 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 now been provided. The quote for the cost for landscaping and maintaining all three sites is:

- Village Corner Plaza: \$605/month, \$4,840/year
- Millard's Way: \$903/month, \$7225/year
- Parkview Hall/Community Center: \$304.30/month, \$2434.40/year

With spring around the corner, she said it is appropriate for the DDA Board to 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.

After discussion, it was decided that the Township would continue to mow at both the Community Center and Millard's Way and that S & T would be asked to remove the mowing of those two locations from their quote. As the budgeted amount will still be \$204 short, the budget would still need amendment.

Mr. Corakis made a motion to approve a budget amendment for an increase of \$500 for landscaping and maintenance. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

“Music in the Park” Concert Series – Discussion of Support for Local DDA Restaurants

Chairperson Taylor reported at the March DDA meeting, members in attendance discussed ways the “Music in the Park” concert series could support local businesses struggling because of the pandemic. It was suggested the DDA purchase gift cards from each of the nine restaurants located within its boundaries. The gift cards would be donated to the Oshtemo Friends of the Parks (OFP) and raffled at the outdoor concerts. Proceeds from the raffle would be used to support Oshtemo parks.

Oshtemo Friends of the Park (OFP) volunteers will purchase the gift cards and conduct a raffle according to the rules from the Michigan Lottery Charitable Gaming Division. A total donation from the DDA of \$300 would cover the cost of \$225 for gift cards, plus \$75 for the cost of signs and raffle tickets. The DDA will offer monetary support only.

Mr. Corakis compiled a list of restaurants within the DDA boundary, and suggested support should be provided equally to them.

Chairperson Taylor noted no DDA funds can be provided outside of the DDA.

Mr. Wieber made a motion to approve the budget amendment for an increase of \$300 for gift cards to be purchased by the Parks Department to support the restaurants within the DDA through raffles at Music in the Park concerts. Mr. Cekola seconded the motion. The motion carried 6 – 1 (Mr. Corakis abstaining) by roll call vote.

Other Board Items/Updates

There were no items or updates.

Public Comment

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

Announcements and Adjournment

As there were no announcements, Chairperson Taylor adjourned the meeting at approximately 12:35 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: April 9, 2021

Minutes Approved:

DRAFT



March 13, 2021

To: DDA Board

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

Re: March – April 2021 Treasurer’s Report

Attached you will find the Treasurer’s Report for March – April 2021, unaudited. Budget amendments, approved at the DDA’s last meeting, are shown in red.

For revenues, \$57,774.84 in property tax revenue and \$253.01 in interest earned were collected this cycle.

Expenditures from this cycle total \$12,068.13. Payments included general operating expenditures, Stadium Drive Shared Use Path design and easement recording fees, a payment for DDA banner rotation, and annual sponsorship of ‘Music in the Park’.

Attachments: March – April 2021 Treasurer’s Report
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report March - April 2021
Unaudited

REVENUES	2021 Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00
Property Tax Revenue	\$189,476.00	\$0.00	\$57,774.84	\$57,774.84
Misc (Personal Property Loss)	\$35,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$25.88	\$253.01	\$278.89
TOTAL REVENUES	\$725,476.00	\$500,025.88	\$58,027.85	\$558,053.73

EXPENDITURES	2021 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance per 2020 Budget	Percent Used
Staff	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	50.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$1,050.00	\$0.00	\$750.00	\$750.00	\$300.00	71.43%
Consultants	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0.00%
<i>Assistance with new projects</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
<i>DDA Executive Director</i>	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	0.00%
Accounting & Auditing Fees	\$3,000.00	\$300.00	\$750.00	\$1,050.00	\$1,950.00	35.00%
Legal Fees	\$2,000.00	\$30.00	\$45.00	\$75.00	\$1,925.00	3.75%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$49.38	\$0.00	\$49.38	\$1,150.62	4.12%
Electric	\$600.00	\$135.39	\$90.93	\$226.32	\$373.68	37.72%
Repairs & Maintenance	\$15,500.00	\$380.00	\$380.00	\$760.00	\$14,740.00	4.90%
<i>Banner rotation/storage/maintenance</i>	\$2,000.00	\$380.00	\$380.00	\$760.00	\$1,240.00	38.00%
<i>Lawn care and maintenance</i>	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0.00%
<i>Millard's Way snow removal</i>	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Capital Outlay/Obligated Projects	\$576,356.00	\$5,987.11	\$9,552.20	\$15,539.31	\$560,816.69	2.70%
<i>Stadium Corner Project</i>	\$1,356.00	\$0.00	\$0.00	\$0.00	\$1,356.00	0.00%
<i>Stadium Drive Shared Use Path</i>	\$450,000.00	\$5,987.11	\$9,552.20	\$15,539.31	\$434,460.69	3.45%
<i>9th Street Sidewalk</i>	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
<i>Façade grant program</i>	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
<i>Car Charging Station</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
<i>OCC Wifi</i>	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
<i>Property Acquisition</i>	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
TOTAL EXPENDITURES	\$658,206.00	\$7,381.88	\$12,068.13	\$19,450.01	\$638,755.99	2.96%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$538,603.72
FUND EQUITY	\$160,955.85
TOTAL CASH BALANCE	\$699,559.57

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



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

INVOICE # 10125

Date: April 5, 2021

STATEMENT

Invoice #	Description	Rate	Quantity	Due	Balance
10125	Planning Staff				
	1st Qtr 2021	\$500	1	\$500.00	\$500.00
	1st Quarter 2021 Legal Support				
	Jan 2021	\$150	-0-	\$-0-	\$-0-
	Feb 2021	\$150	-0-	\$-0-	\$-0-
	Mar 2021	\$150	0.3	\$45.00	\$45.00
Total Due					\$545.00

PAST DUE BALANCE

Invoice #	0-30	30-60	60-90	90+
10125	\$545.00			

Please make all checks payable to: ***Oshtemo Township***
Invoice # 10125

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

Total Due: \$545.00



Invoice

To: Grant Taylor, Oshtemo Downtown Development Authority
From: Karen High, Oshtemo Township Parks Director
Date: March 25, 2021
RE: Invoice for Sponsorship - Music in the Park 2021
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 June 1, 2021.***

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. Thank you!

cc: Iris Lubbert

SiegfriedCrandallPC

Certified Public Accountants & Advisors

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

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

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

Invoice Number: 105708
Client ID: 6870

Date: 03/31/2021
Payable upon receipt

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

Ann - assistance with February month end cash and other questions - 14.75 hours @ \$135	1,991.25
Ann - assistance with audit files - 9.50 hours @ \$135	1,282.50
Less: discount	(78.75)
Dan Veldhuizen - assistance with sewer information for Peter Haefner - .5 hour @ \$210	105.00
Joel - assistance with February cash - 6.50 hours @ \$160	1,040.00
Joel - assistance with audit preparation - 13 hours @ \$160	2,080.00
Steve - assistance with audit preparation - 40 hours @ \$210	8,400.00
Josh - assistance with audit preparation - 40 hours @ \$210	8,400.00

Breakdown by Fund:

101 - \$14,615	Gen 13792
107 - 500	Parts 13801
206 - 1,250	FD 13800
207 - 1,250	Police 13793
211 - 500	FD 13800
249 - 2,000	Ord Exp 13795
490 - 1,355	PW 13753
491 - 1,250	PW 13753
900 - 500	Planning 13794

\$23,220
=====

New Charges:	\$23,220.00
Plus Prior Balance:	\$2,300.00
New Balance:	<u>\$25,520.00</u>

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

COMPLETED

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

Invoice Number: 104938
Client ID: 6870

Date: 02/28/2021
Payable upon receipt

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

J Frederickson - assistance with December and January cash - 31 hours @ \$160)	4,960.00
A Knafel - assistance with bank reconciliations and state annual return - 25.50 hours @ \$135	3,442.50
Less: discount	(202.50)

Breakdown by Fund:

- ✓ 101 - \$6,200 - 101 - 223 - 82500 Gen
- ✓ 107 - 250 - 107 - 756 - 82500 Parks
- ✓ 206 - 250 - 206 - 336 - 82500 FD
- ✓ 207 - 250 - 207 - 310 - 82500 Police/Clerk
- ✓ 211 - 250 - 211 - 344 - 82500 FD
- ✓ 249 - 250 - 249 - 371 - 82500 Ord Em.
- ✓ 490 - 250 - 490 - 000 - 80800 PW
- ✓ 491 - 250 - 491 - 000 - 80800 PW
- 900 - 250 - 900 - 728 - 82500 Planning

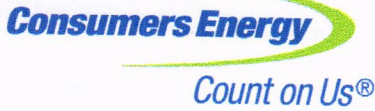
\$8,200
=====

PW - P 13753
Parks - P 13801
FD - P 13800
Police - P 13793
Gen - P 13792
Ord - P 13795
Planning - P 13794

New Charges:	\$8,200.00
Plus Prior Balance:	\$2,600.00
New Balance:	<u>\$10,800.00</u>

PO13720

Account: **1030 3845 5574**



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

Amount Due: **\$45.93**
Please pay by: **April 05, 2021**

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

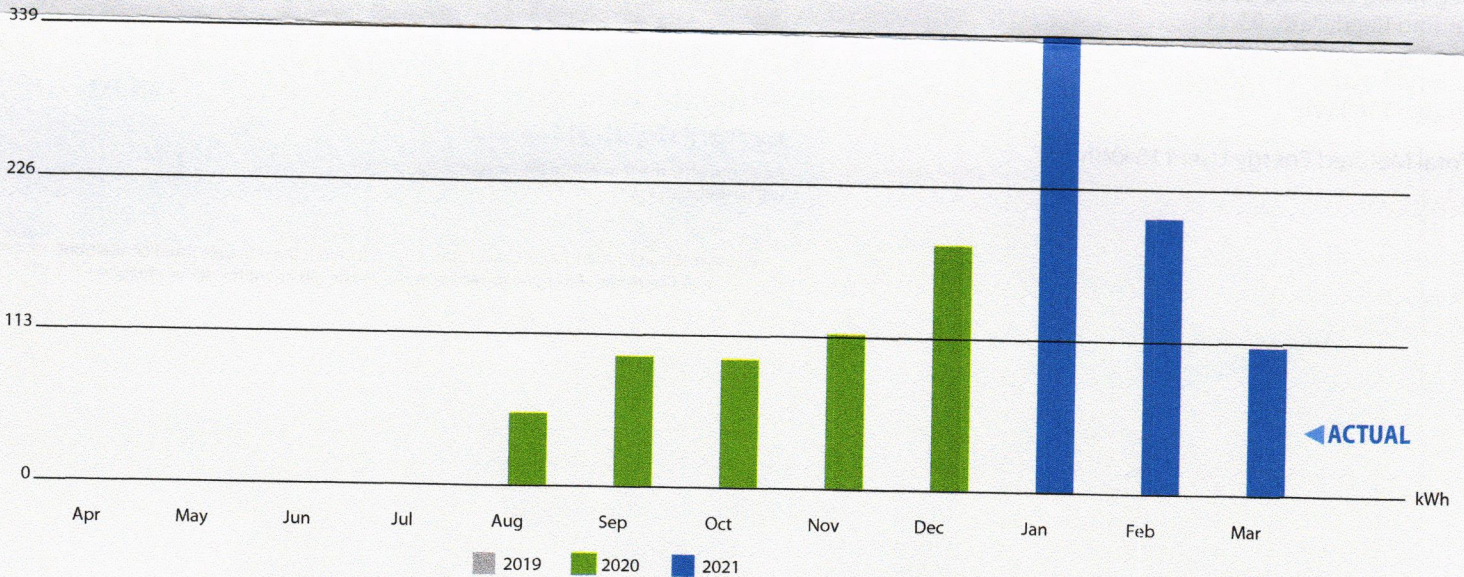


- ▶ **Thank You** - We received your last payment of **\$58.45** on **March 11, 2021**
- ▶ **Service Address:**
6520 STADIUM DR
KALAMAZOO MI 49009-2018

March Energy Bill

Service dates: February 11, 2021 - March 11, 2021 (29 days)

Total Electric Use (kWh - kilowatt-hour)



March Electric Use

110 kWh
March 2020 use: 0 kWh

Cost per day:

\$1.54

kWh per day:

4

Prior 12 months electric use:

1,197 kWh

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



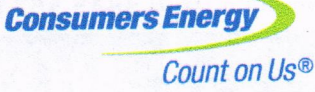
Downed power lines.
Stay 25 feet away. Call from a safe location.



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



COVID-19: The latest information can be found at www.ConsumersEnergy.com/coronavirus. We are committed to the health and safety of our co-workers, customers and communities.



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

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

Account Information

Bill Month: March
Service dates: 02/11/2021 - 03/11/2021
Days Billed: 29
Portion: 12 03/21

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 04/12/2021

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 0000003870323
Beginning Read Date: 02-11
Ending Read Date: 03-11
Beginning Read: 1087
Ending Read: 1197 (Actual)
Usage: 110 kWh

Total Metered Energy Use: 110 kWh

March Energy Bill

Invoice: 205278297935

Account Summary

Last Month's Account Balance	\$58.45
Payment on March 11, 2021	\$58.45-
Balance Forward	\$0.00
Late Payment Charge	\$1.17

Payments applied after Mar 12, 2021 are not included.

Electric Charges

Energy	110@ 0.091224	\$10.03
PSCR	110@ 0.002020	\$0.22
System Access		\$28.22
U20286 Residual Balance		\$0.10-
U20697 Deferral Surcharge	110@ 0.000555	\$0.06
Distribution	110@ 0.047786	\$5.26
FCM Incentive	110@ 0.000098	\$0.01
Power Plant Securitization	110@ 0.001342	\$0.15
Low-Income Assist Fund		\$0.91
Total Electric		\$44.76

Total Energy Charges **\$44.76**

Amount Due: **\$45.93**
by April 05, 2021

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

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

NEWS AND INFORMATION

ALERT - Beware of phone and email scams
regarding utility payments: Consumers Energy

never demands payment using only a prepaid card.
Many options at
www.ConsumersEnergy.com/waystopay.

P013720 Elec.

Account: **1030 3845 5574**



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

Amount Due: \$45.00
Please pay by: May 05, 2021



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



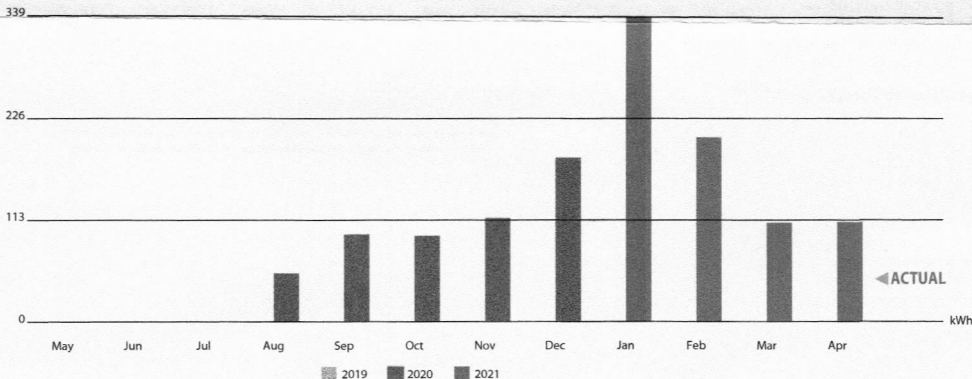
▶ **Thank You** - We received your last payment of **\$45.93** on **April 05, 2021**

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

April Energy Bill

Service dates: March 12, 2021 - April 12, 2021 (32 days)

Total Electric Use (kWh - kilowatt-hour)



April Electric Use

111 kWh
April 2020 use: 0 kWh

Cost per day:

\$1.41

kWh per day:

3

Prior 12 months electric use:

1,308 kWh

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



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



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



Protecting the Environment

Our Environmental Policy is a promise to keep priorities in check. That means providing you with reliable energy while keeping our environment protected for generations to come. Find out more at www.ConsumersEnergy.com/community/sustainability/environment



Count on Us®

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

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

Account Information

Bill Month: April
Service dates: 03/12/2021 - 04/12/2021
Days Billed: 32
Portion: 12 04/21

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 05/11/2021

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 000003870323
Beginning Read Date: 03-12
Ending Read Date: 04-12
Beginning Read: 1197
Ending Read: 1308 (Actual)
Usage: 111 kWh

Total Metered Energy Use: 111 kWh

April Energy Bill

Invoice: 201718709197

Account Summary

Last Month's Account Balance	\$45.93
Payment on April 05, 2021	\$45.93-
Balance Forward	\$0.00

Payments applied after Apr 13, 2021 are not included.

Electric Charges

Energy	111@ 0.091224	\$10.13
PSCR	111@ 0.002020	\$0.22
System Access		\$28.22
U20697 Deferral Surcharge	111@ 0.000555	\$0.06
Distribution	111@ 0.047786	\$5.30
FCM Incentive	111@ 0.000098	\$0.01
Power Plant Securitization	111@ 0.001342	\$0.15
Low-Income Assist Fund		\$0.91
Total Electric		\$45.00

Total Energy Charges \$45.00

Amount Due: \$45.00

by May 05, 2021

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

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

NEWS AND INFORMATION

We have filed a request with the Michigan Public Service Commission in Case U-20963 to adjust electric rates. This will help make improvements to

enhance reliability, customer service and benefit the environment. A copy of our filing and explanation of proposed changes may be viewed at our offices and <https://mi-psc.force.com/s/>.

13679



5757 E. Cork St, Kalamazoo, MI 49048
Phone: 800.422.3030 Fax: 269.381.0999

INVOICE 008043
Invoice Date 4/7/2021
Sales Order 0007425
Quotation # 0009923
Customer PO BANNER SWAP
Customer ID OT04
Salesperson Steve VanderSloot

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

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

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

ATTENTION

CONTACT IRIS LUBBERT

Item	Qty	UM	Description of Work	Price	Extension
002	1.00	EA	BANNER SWAP - 2 (APRIL)	\$380.00	\$380.00

Using one (1) man and 30' bucket truck, removed from SignArt inventory and reinstall customer provided 2'6" x 5'0" banners. Swapped out existing banners located on various utility poles in the village district. Returned existing banners to SignArt inventory.

SignArt, Inc. Is An Equal Opportunity Employer

* indicates a taxed item

AMOUNT DUE UPON RECEIPT

Total Amount: \$380.00

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

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

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

Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525
 T. 616-364-8491 F. 616-364-6955 preinnewhof.com

Invoice

OSHEMO CHARTER TOWNSHIP
 MARC ELLIOTT
 7275 W MAIN ST
 KALAMAZOO, MI 49009-8210

Invoice number 60334
 Date 04/06/2021
 Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 2/28/21 TO 3/27/21

PROFESSIONAL SERVICES RELATED TO
 DESIGN

DDA TAP

ENGINEER
 CONSTRUCTION ENGINEERING

Hours	Rate	Billed Amount
4.00	100.00	400.00

TECHNICIAN III
 SENIOR PROJECT MANAGER II
 SENIOR ENGINEER
 ENGINEER

Hours	Rate	Billed Amount
0.75	84.00	63.00
1.00	157.00	157.00
4.00	116.00	464.00
2.00	100.00	200.00

1344

Phase subtotal 884.00

DDA SIDEWALK ENGINEERING

SURVEYOR II
 SENIOR TECHNICIAN IV
 SENIOR PROJECT MANAGER II
 ENGINEER

Hours	Rate	Billed Amount
7.00	116.00	812.00
27.00	132.00	3,564.00
0.50	157.00	78.50
36.50	100.00	3,650.00

PD 13680

Phase subtotal 8,104.50

Invoice total **9,388.50**

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

TEMPORARY PERMIT
To the Charter Township of Oshtemo
Parcel No. 3905-35-105-021

The Grantors, Pinehurst Limited Dividend Housing Association Limited Partnership, a Michigan partnership whose address is 420 E. Alcott, Suite 200, Kalamazoo, MI 49001,

DOES HEREBY GRANT AND CONVEY TO:

Charter Township of Oshtemo, whose address is 7275 West Main Street, Kalamazoo, MI 49009, a Temporary Permit to change existing land contours, to remove trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, and other facilities as required for the Stadium Drive Non-Motorized Path Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the Township of Oshtemo, County of Kalamazoo, State of Michigan, as described as:

The South 15 feet of the following described parcel lying North of the Northerly right-of-way line of Stadium Drive (formerly known as W. Michigan Avenue) as occupied. Section 35-2-12. Beginning at a point on the North line of Section 824.58 feet East of the Northwest corner of said Section; thence East along the North line of said Section, 665.13 feet; thence South 10°-20' East, 142.80 feet; thence South 74°-56'-23" West, 429.57 feet; thence South 3°-13' East, 350 feet to the center line of W. Michigan Avenue; thence Southwesterly thereon 266 feet; thence Northerly to beginning. Reserving the South 50 feet for highway.

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of One Dollar and No Cents (\$1.00) which is acknowledged as received.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Stadium Drive Non-Motorized Path Project, including restoration of the Temporary Permit area.

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this 23rd day of MARCH 2021.

Grantor: Pinehurst Limited Dividend Housing Association Limited Partnership
A Michigan partnership

By: *Michelle Davis*
Michelle Davis

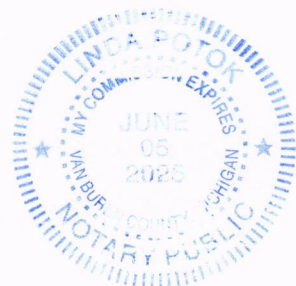
Its: President

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

On this 23 day of March, 2021, before me, a Notary Public, in and for said County, personally appeared Michelle Davis in her capacity as President of Pinehurst Limited Dividend Housing Association Limited Partnership, a Michigan partnership, owner of said parcel, who executed the within instrument and acknowledged the same to be their free act and deed.

Linda Potok, Notary Public
Van Buren County, Michigan
Acting in: Kalamazoo County, Michigan
My Commission Expires: June 5, 2025

This instrument was drafted by and when recorded please return to:
James W. Porter, Township Attorney
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009



EASEMENT AND RIGHT OF WAY GRANT

To the Charter Township of Oshtemo

Parcel No. 3905-35-205-012

THE GRANTORS, L & N Company LLC, a Michigan limited liability company, whose address is 3000 Breton Road SE, Grand Rapids, MI 49512

FOR AND IN CONSIDERATION of the sum of Four Thousand Four Hundred and Eighty-Six Dollars and Eleven Cents (\$4,486.11), which is acknowledged as paid to them and received from the Charter Township of Oshtemo, a Michigan municipal corporation, with offices at 7275 West Main Street, Kalamazoo, Michigan 49009,

DOES HEREBY CONVEY to the Charter Township of Oshtemo an easement and right of way in which to install, construct, use, repair, and replace a non-motorized trail, low-level landscaping, and appurtenant parts thereof, including signage, and to enter upon sufficient land adjacent to said easement and right of way for the purpose of the construction, operation, maintenance, repair, and/or replacement thereof,

The easement aforementioned is specifically described as follows:

Part of the Northeast 1/4 of Section 35, T. 2 S., R. 12 W., Oshtemo Township, Kalamazoo County, Michigan described as: Beginning at the intersection of the Northerly right-of-way line of Stadium Drive and the Easterly right-of-way line of 9th Street; thence Northeasterly along the Northerly right-of-way line of Stadium Drive, 50.00 feet; thence Northwesterly to a point on the Easterly right-of-way line of 9th Street, 50.00 feet North of the place of beginning; thence South thereon, 50.00 feet to the place of beginning.

IT IS UNDERSTOOD that buildings, fences, walls, trees, or any type of structure(s) which would inhibit the intended use of this easement will not be placed upon the easement area without the prior written consent of the Charter Township of Oshtemo, its successors or assigns. It is also understood that low-level landscaping installed by the Charter Township of Oshtemo as conveyed above will be maintained by the Charter Township of Oshtemo, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this 19th day of February 2021.

Grantor: L & N Company LLC,
a Michigan limited liability company

By: [Signature]

(Louis Cares)

Its: Member

(Title)

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

On this 19 day of February, 2021, before me, a Notary Public, in and for said County, personally appeared Louis Cares in his capacity as Member of L & N Company LLC, a Michigan limited liability company, owner of said parcel, who executed the within instrument and acknowledged the same to be their free act and deed.

[Signature], Notary Public

Kent County, Michigan
Acting in: Kent County, Michigan
My Commission Expires: 5-1-2024

This instrument was drafted by and when recorded please return to:

James W. Porter, Township Attorney
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

BETTY BLAND
Notary Public, State of Michigan
County of Kent
My Commission Expires 5/1/2024
Acting in the County of Kent



3355 Evergreen Drive NE Grand Rapids, MI 49525
 t. 616-364-8491 f. 616-364-6955 preinnewhof.com

Invoice

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

Invoice number 59752
 Date 03/05/2021

Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 1/31/21 TO 2/27/21

PROFESSIONAL SERVICES RELATED TO
 MONTHLY MEETING AND EASEMENT
 ACQUISITION

DDA TAP

	Hours	Rate	Billed Amount
SURVEYOR II	2.50	116.00	290.00
TECHNICIAN IV	3.50	92.00	322.00
SENIOR ENGINEER	1.50	116.00	174.00
ENGINEER	5.00	100.00	500.00
OFFICE TECHNICIAN	0.75	84.00	63.00
Phase subtotal			1,349.00
		Invoice total	1,349.00

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

May 11, 2021



To: DDA Board

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

Re: Stadium Drive Sidewalks and Contract

At the DDA Board's meeting on January 15th a contract for engineering design services was entered into with Prein&Newhof for sidewalk on Stadium Drive. Ryan Russell, with Prein&Newhof, will provide the DDA Board an update on this project at their regular May 20th meeting.

The Board is also requested to consider the attached proposal for construction staking and observation.

Attachments: Proposal for construction staking and observation

March 11, 2021

Sent via email: granttaylor20@gmail.com

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

RE: Stadium Drive Sidewalk Project (DDA) Construction Observation

Dear Mr. Taylor:

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

Construction Engineering – \$55,000

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


Construction Staking – \$10,000


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

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

Sincerely,

Prein&Newhof


Ryan M. Russell, P.E.


Jason M. Washler, P.E.

TCW:RMR:JMW:dlj

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

Professional Services Agreement

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

WHEREAS Client intends to:

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

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client

For P&N

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

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

ARTICLE 2 – GENERAL CONDITIONS

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

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

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

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

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

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

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

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

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client: _____

By: _____

By: _____

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

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions

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

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

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

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

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

J. Insurance

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

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

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

L. Documents and Data

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

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

May 14, 2021



To: DDA Board

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

Re: Potential New Hire

Last year the DDA created a subcommittee to explore the possibility of hiring a DDA Executive Director. After research and discussion, the subcommittee agreed that the discussion for a potential Executive Director was occurring prematurely and should be revisited once the DDA has a better understanding for where they see themselves in the future. Grant Taylor, DDA chair, would like to bring this item back to the Board for further discussion and consideration at their regular May 20th meeting.