



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

**DOWNTOWN DEVELOPMENT AUTHORITY
Board of Directors - Regular Meeting**

**Oshtemo Community Center
6407 Parkview Avenue**

May 16, 2019
12:00 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: April 4, 2019 Special Meeting
4. Treasurer's Report:
 - a. March - April, 2019 (unaudited)
5. Streetscape Update:
 - a. Corner Property Development – Subcommittee Update
 - b. Stadium Drive Sidewalks
6. New Project Development
7. Announcements and Adjournment

Next Meeting **Thursday, July 18, 2019**

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

MINUTES OF THE SPECIAL MEETING HELD APRIL 4, 2019

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a special meeting on Thursday, April 4, 2019. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview Ave.

Members present: Grant Taylor, Bruce Betzler, Libby Heiny-Cogswell, Jack Siegel, Dick Skalski and Ryan Wieber.

Members absent: Bill Cekola, Themis Corakis, Julie Hite, Mike Lutke, and Rich MacDonald.

Also present: Julie Johnston, Oshtemo Township Planning Director and Martha Coash, Meeting Transcriptionist.

Approval of Agenda

Chairperson Taylor asked for a motion to approve the agenda as presented.

Mr. Skalski moved to approve the agenda as presented. Mr. Wieber supported the motion. The motion passed unanimously.

Approval of Minutes

Chairperson Taylor asked if there were additions or corrections to the minutes for the meeting of January 17, 2019.

Hearing none, he asked for a motion.

Mr. Wieber moved to approve the Minutes of the Regular Meeting of January 17, 2019 as presented. Mr. Skalski supported the motion. The motion carried unanimously.

Treasurer's Reports for January – February, 2019 (unaudited)

Ms. Johnston presented the Treasurer's Report for January – February, 2019. She reported there were only two expenditures during this period, including payment to OCBA for work completed on the concept plans for the corner site improvements and a \$30 charge to record the new deed restrictions on the corner lot for the Michigan Department of Environment Quality (MDEQ).

She noted the report was missing a \$30,000 item for Stadium Drive sidewalks although the total expenditures listed was correct, and distributed a corrected report that.

There were no revenues to report during this time period.

Mr. Skalski moved to approve the revised Treasurer's Reports for January – February, 2019 as presented. Mr. Betzler supported the motion. The motion carried unanimously.

Chairperson Taylor told Board members he had run estimates of DDA tax capture income and noted the Authority will be receiving a large increase due to the memory care facility construction on Stadium Drive.

Streetscape Update

a. Corner Property Development

i. Design Drawings Discussion – Update from OCBA /Streetscape Subcommittee

Ms. Johnston reported the Streetscape Subcommittee met in February and March to review concept plans prepared by OCBA for final DDA approval. She provided two plans: Concept Plans A and B for the design of the corner lots, as well as a recommended wall sign diagram.

She said the essential difference between the two concept plans is that Plan A does not include a wall to the south of the parking lot and therefore, the landscape beds are taller and more robust to help screen the parking lot. Plan B includes a stone wall, about three feet high, along the south side of the parking lot with reduced landscaping. It would include lower vegetation than Plan A. If Plan A was chosen, she said orientation for the public bench would need to be decided.

The Subcommittee was divided on whether a wall screening the parking lot should be included and decided to provide both options for consideration by the entirety of the DDA Board.

Ms. Johnston indicated the concept plan needed to be approved at this meeting if we want to move forward with construction this year. Staff would recommend allowing OCBA and Prein & Newhof the ability to develop construction documents and go out to bid as soon as possible. The DDA currently has a contract with this team for \$42,000 to take the project through construction. The cost to maintain the landscape beds on the site would be comparable to the Community Center, currently about \$2200.

Subcommittee members Taylor and Betzler explained their perspectives.

Chairperson Taylor said he was in favor of including a wall in the plan, which would be of a similar design to the proposed sign, which would be an added aesthetic to the site. He indicated the budget established will be enough for either plan.

Mr. Betzler explained there is no restriction under the Form Based Code to screen the parking lot and noted that it is likely the lot will be unused 90 percent of the time, so screening is not necessary. He also said he supports using “Oshtemo Village” on the curved sign to create and promote a new identification for this area.

Mr. Wieber said this issue has prompted a lot of thought and discussion and offered a motion.

Mr. Wieber moved to accept Concept A (without a wall), but including the public bench orientation from Concept B, (facing west.) Mr. Betzler supported the motion. The motion carried 5 – 1, with Chairperson Taylor dissenting.

Chairperson Taylor said they had one shot at planning the corner landscaping and he wants it to be as nice as possible, noting the budget provided would include both the wall and ample plantings.

Mr. Betzler said the outcome of what has been approved is going to be excellent.

Ms. Johnston will reach out to Mr. Selkirk, the contact at Oshtemo Methodist Church, to schedule a meeting between them and the Subcommittee to discuss the final design, the property line re-description, and to come to agreement regarding shared access, storm water and maintenance responsibilities.

b. **Stadium Drive Sidewalks**

i. **Resolution of Support**

Ms. Johnston provided a Resolution of Support for the Stadium Drive sidewalk project. In February 2019, MDOT changed the requirements for the Transportation Alternative Program grant application. It now requires Resolutions of Support from each governmental unit affected by the facility which includes:

- Expected amount of local matching funds.
- Commitment to owning and maintaining the nonmotorized facility in perpetuity.
- Commitment to being responsible for engineering, permits, cost overruns, and any non-participating items.

She said the Resolution of Support addresses these criteria. Additional Resolutions of Support will be coordinated with: Oshtemo Township Board (received February 26th), Road Commission of Kalamazoo County, Kalamazoo Area Transportation Study (KATS) Technical Committee and Policy Committees.

Mr. Skalski moved to approve the Resolution in Support of Transportation Alternatives Project as presented. Mr. Betzler supported the motion. The motion carried unanimously.

ii. Approval of Easement

Ms. Johnston explained an easement for the Stadium Drive sidewalk is needed on the property owned by the DDA at 6520 Stadium Drive and requested the DDA grant any necessary easements for this project and allow Chair Taylor to sign any required documents related to the giving of this easement.

Ms. Heiny-Cogswell made a motion to grant any necessary DDA easements for the Stadium Drive Sidewalk Project as recommended and to authorize Chairperson Taylor to sign any easement agreements needed. Mr. Betzler supported the motion. The motion carried unanimously.

iii. Project Phasing

Ms. Johnston reported that unfortunately, the Township heard from MDOT staff that all of the Transportation Alternative Grant funding has been allocated for 2020. The Township will be able to move forward with that portion of the Stadium Drive project from 11th Street west to the utility corridor just west of Quail Run Drive (DDA boundaries). The grant for this portion of the project has been secured through Kalamazoo Area Transportation Study. Since this is east of the DDA boundary, only Township funds will be invested in this portion of the project.

There is still a small chance that funding may be available for the remainder of the project (utility easement west to 8th Street) in 2020. If other previously approved projects don't come to fruition, MDOT may de-obligate these funds and obligate them to other projects that are prepared to begin. With this in mind, staff is continuing to work with Prein & Newhof to secure easements, finalize the construction drawings, and complete the MDOT application documents so we will be ready if funds do become available. If not, it is our hope to secure Transportation Alternative Grant funds in 2021.

While this is an unfortunate setback to the development of the sidewalk, waiting (hopefully) one additional year to secure grant funding seems appropriate. The Transportation Alternative Grant typically pays for 60 percent of project costs. Securing this funding will be important to providing the DDA latitude to complete other projects.

S & T Contract for 2019

Ms. Johnston provided the contract from S & T Lawn Service for the 2019 season for continuing the agreement for trimming and maintenance of the landscaping beds at the Community Center. This is a cost the DDA agreed to cover when the

improvements to the Center were completed in 2009. The Township Maintenance Department takes care of any required lawn mowing at the Community Center.

The contract runs for eight months at a cost of \$2,208, the same as 2018.

Chairperson Taylor said a request for proposal for this work was last done in 2017. At that time, it was agreed to do a new RFP in three years, so one will need to be done for the 2020 season.

Mr. Skalski moved to approve the contract from S & T for landscaping maintenance at the Community Center for the 2019 season at a cost of \$2,208. Mr. Siegel supported the motion. The motion carried unanimously.

Announcements and Adjournment

Ms. Johnston informed the group that Kyle Kirschner and Ethan Sivewright have resigned from the DDA Board and two new members will be needed.

There being no further business, Chairperson Taylor asked for a motion to adjourn.

Mr. Siegel moved to adjourn the meeting. Mr. Skalski supported the motion. The motion carried unanimously.

Chairperson Taylor adjourned the meeting at approximately 12:50 p.m.

Oshemo Charter Township
Downtown Development Authority

Minutes Prepared: April 5, 2019
Minutes Approved:



May 7, 2019

To: DDA Board

From: Themis Corakis, Treasurer

Re: Treasurer's Report

Attached you will find the Treasurer's Report for March - April, 2019, unaudited.

There were a number of small expenditures during this time period; staff fees, auditing fees, and legal fees. The remaining expenses were related to the Stadium Drive sidewalk project and the corner improvement project from OCBA and Prein and Newhof.

Tax revenue was collected in March totaling \$126,216.65. This is a little over \$20,000 more than expected in this line item. The DDA will still collect personal property revenue from the State of Michigan later in the year, likely increasing the budget beyond what was originally planned.

Attachment: March - April budget spreadsheet
Invoice

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report March - April, 2019
unaudited

REVENUES	2019 Budget	Previous Activity	Activity this Period	Available Balance
Carryover	\$457,250.00	\$0.00	\$0.00	\$457,250.00
Current Real Property Tax	\$106,000.00	\$0.00	\$126,216.65	\$126,216.65
Miscellaneous	\$40,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$3,000.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$606,250.00	\$0.00	\$126,216.65	\$583,466.65

EXPENDITURES	2019 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.00%
Consultants	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
Accounting & Auditing Fees	\$2,000.00	\$0.00	\$100.00	\$100.00	\$1,900.00	5.00%
Legal Fees	\$2,000.00	\$0.00	\$60.00	\$60.00	\$1,940.00	3.00%
Legal Notices	\$500.00	\$30.00	\$0.00	\$30.00	\$470.00	6.00%
Repairs & Maintenance	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
<i>Banner rotation/storage/maintenance</i>	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
<i>Lawn care and maintenance</i>	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
<i>Millard's Way snow removal</i>	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Capital Outlay/Obligated Projects	\$510,000.00	\$1,595.00	\$11,137.80	\$12,732.80	\$497,267.20	2.50%
<i>Corner site improvement construction</i>	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	0.00%
<i>Corner site improvement construction docs & admin.</i>	\$70,000.00	\$1,595.00	\$7,096.00	\$8,691.00	\$61,309.00	12.42%
<i>Stadium Drive sidewalk documents</i>	\$30,000.00	\$0.00	\$4,041.80	\$4,041.80	\$25,958.20	0.00%
<i>Façade grant program</i>	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Capital Outlay/Obligated Projects	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
<i>Stadium Drive sidewalk easement acquisition</i>	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
TOTAL EXPENDITURES	\$606,250.00	\$1,625.00	\$11,797.80	\$13,422.80	\$592,827.20	2.21%

CARRYOVER 2019	\$457,250.00
REVENUES EARNED 2019	\$126,216.65
EXPENDITURES 2019	\$13,422.80
NET BALANCE 2019	\$570,043.85

FUND BALANCE: **\$786,575.57**
(as of April 30, 2019)



31 January 2019

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

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

RE: Oshtemo Village Corner Plaza - Final Design through Construction Administration

Invoice #41801.00 - 7

Billing Period: through 1/31/2019

Final Design through Construction Administration Lump Sum Fee

(excluding reimbursable expenses) \$ 42,000.00

Percent of Services Complete	16%	\$	6,595.00	
Total Earned to Date		\$	6,595.00	
Less Previous Invoices		\$	(1,595.00)	
Fee Billed this Invoice				\$ 5,000.00
Reimbursable Expenses Estimated Not to Exceed		\$	1,000.00	
Total Billed to Date		\$	51.60	
Percentage Billed to Date			5%	
<u>Disbursements Made on Behalf of the Project</u>				
Plots (8 24"x36" plots @ \$5.00)		\$	40.00	
Mileage - 1/10/19, 20 miles @ \$0.58			11.60	\$ 51.60
Amount Due this Invoice				\$ 5,051.60

Thank you,
Kenneth W. Peregon

P.O. 11532
Julie Johnston

Req 11631 P.O. 11532



31 March 2019

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

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

RE: Oshtemo Village Corner Plaza - Final Design through Construction Administration

Invoice #41801.00 - 9
Billing Period: through 3/31/2019

Final Design through Construction Administration Lump Sum Fee
(excluding reimbursable expenses) \$ 42,000.00

Percent of Services Complete	37%	\$ 15,345.00	
Total Earned to Date		\$ 15,345.00	
Less Previous Invoices		\$ (13,345.00)	
Fee Billed this Invoice			\$ 2,000.00
Reimbursable Expenses Estimated Not to Exceed		\$ 1,000.00	
Total Billed to Date		\$ 107.60	
Percentage Billed to Date		11%	
<u>Disbursements Made on Behalf of the Project</u>			
Copies		\$ 2.80	
Mileage - 3/13/19, 20 miles @ \$0.58		11.60	
Plots (5 24"x36" plots @ \$6.00)		30.00	\$ 44.40
Amount Due this Invoice			\$ 2,044.40

Thank you,
Kenneth W. Peregón

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

Invoice

OSHTEMO CHARTER TOWNSHIP
 LIBBY HEINY-COGSWELL
 7275 W MAIN ST
 KALAMAZOO, MI 49009-8210

Invoice number 48296
 Date 02/05/2019
 Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 12/30/18 TO 1/26/19

PROFESSIONAL SERVICES RELATED TO
 DDA MEETING, RCKC DISCUSSIONS, AND
 CONTINUING LAYOUT REFINEMENT

RCKC TAP = \$ 1,640.00
 DDA TAP = \$ 1,616.55

	Hours	Rate	Billed Amount
SENIOR PROJECT MANAGER II	2.50	150.00	375.00
SENIOR PROJECT MANAGER	1.25	137.00	171.25
SENIOR ENGINEER	0.25	110.00	27.50
ENGINEER	28.00	95.00	2,660.00
subtotal	32.00		3,233.75
			Billed Amount
Miles			22.80
		Invoice total	3,256.55

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

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

Invoice

OSHTEMO CHARTER TOWNSHIP
 LIBBY HEINY-COGSWELL
 7275 W MAIN ST
 KALAMAZOO, MI 49009-8210

Invoice number 48676
 Date 03/04/2019

Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 1/27/19 TO 2/23/19

PROFESSIONAL SERVICES RELATED TO
 RCKC MEETINGS AND DESIGN FOLLOW-UP

RCKC TAP = \$ 522.50
 DDA TAP = \$ 1,153.20

	Hours	Rate	Billed Amount
ENGINEER	17.50	95.00	1,662.50
Miles			13.20
			Billed Amount
			1,675.70
		Invoice total	1,675.70

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

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

Invoice

OSHTEMO CHARTER TOWNSHIP
 LIBBY HEINY-COGSWELL
 7275 W MAIN ST
 KALAMAZOO, MI 49009-8210

Invoice number 49074
 Date 04/09/2019
 Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 2/24/19 TO 3/30/19

PROFESSIONAL SERVICES RELATED TO
 RCKC COORDINATION

RCKC TAP = \$ 332.50
 DDA TAP = \$ 509.25

	Hours	Rate	Billed Amount
SENIOR TECHNICIAN	0.50	95.00	47.50
SENIOR PROJECT MANAGER	0.25	137.00	34.25
ENGINEER	8.00	95.00	760.00
subtotal	8.75		841.75
		Invoice total	841.75

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

Req # 11604

P.O.# 11477

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



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

INVOICE # 10055

Date:
Tuesday, April 09, 2019

STATEMENT

Invoice #	Description	Rate	Quantity	Due	Paid	Balance
10055	Planning Staff					
	1 st Qtr. 2019	\$500	1	\$500		\$500
	Legal Support 1st Qtr. 2019					
	January 2019	\$150	0	\$0		\$0
	February 2019	\$150	.4	\$60		\$60
	March 2019	\$150	0	\$0		\$0
Total Due						\$560

PAST DUE BALANCE

Invoice #	0-30	30-60	60-90	90+
10055	\$560			

Please make all checks payable to: **Oshtemo Township**
Invoice # 10055

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

Total Due:
\$560

May 7, 2019



Mtg Date: May 16, 2019
To: Downtown Development Authority
From: Julie Johnston, AICP
Re: Corner Property Improvements

The Streetscape Subcommittee met with the Oshtemo Methodist Church contingent on Monday, May 6th to discuss the concept plan, mutual agreements, and any concerns related to the project. It was a productive discussion, but led to some issues to be resolved. The Church is concerned about storm water management on their parcel and how it might interconnect to the existing system at the car wash property. Staff has put them in touch with Prein and Newhof to have this investigated. One of two outcomes are likely; either the church property is on its own storm water system and therefore any changes to the car wash property will be irrelevant or, the two properties are connected and we will need to consider this within the design plan, possibly increasing the storm water detention area. This issue will need to be resolved before we complete the bid documents.

In addition, maintenance of the properties was discussed. The DDA Subcommittee offered a plan where the planting beds are maintained by the DDA and the turf areas (for both parcels) is maintained by the Church. This would likely include mowing, edging, and trimming. The Church indicated they would consider this request, but did not commit at the meeting. Staff would recommend continuing this discussion, particularly related to the DDA property. Maintenance of the grass areas would require more than mowing and trimming, which was not discussed with the Church. Fertilizing, weeding, and seeding should also be considered.

Finally, costs related to maintenance of the storm water management system was a concern. At this time, there was tentative agreement that each parcel owner would cover maintenance costs based on the percentage of storm water runoff from their parcel. Staff has asked OCBA to provide those numbers to be included in the agreement.

According to OCBA, the bid documents are approximately 75 percent complete. The electrical and irrigation subcontractors have the design plans and are in the process of producing their components of the bid documents. OCBA anticipates having the complete draft set ready within two to three weeks. They suggested meeting with the Streetscape Subcommittee at that time to finalize the documents. Staff would recommend the DDA Board grant the Subcommittee permission to approve the final documents so the project can go out to bid as soon as all of the remaining issues have been worked out with the Church.

Attachments: Agreement

CROSS ACCESS, PARKING, STORM WATER MANAGEMENT, AND LANDSCAPE MAINTENANCE AGREEMENT

This CROSS ACCESS, PARKING, STORM WATER MANAGEMENT, AND LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”) is entered into as of the ____ day of ____, 2019 by and between Oshtemo Charter Township Downtown Development Authority (“DDA”), established pursuant to Public Act 197 of 1975, whose address is 7275 West Main Street, Kalamazoo, Michigan 49009 and Oshtemo United Methodist Church (“Church”), a 501c3 tax-exempt religious organization, whose address is 6574 Stadium Drive, Kalamazoo, Michigan 49009.

Background

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

Agreements

NOW THEREFORE, the DDA and Church agree as follows:

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

2. **Parking:** Ingress in perpetuity shall also include the ability to park vehicles and other maintenance equipment within the parking lot of the Church property. This right shall extend to parking only within the timeframe that maintenance, other property management activities, or DDA events are occurring on the parcel owned by the DDA. The DDA agrees to notify the Church a month in advance of the event and to ensure such event does not conflict with an existing or planned activity of the Church. If the DDA event occurs during snow season, the DDA will plow the parking lot for the intended event.

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

4. **Maintenance of Storm Water Management System:** All maintenance, repair, and replacement costs of the storm water detention pond shall be shared between the DDA and Church based on a percentage of storm water runoff from each parcel. **The DDA parcel contributes ??% and the Church parcel contributes ??% of the storm water based on the use of each parcel and as described in Exhibit C.** The parties agree that the parcels shall engage in regular maintenance of the detention pond and related features. The parties agree that the storm water detention pond shall be inspected by an engineer if the detention pond is not functioning correctly, which generally means standing water within the detention ponds, and that all maintenance work recommended by such engineer will be completed in order to ensure the efficient functioning of the system.

5. **Landscape Maintenance:** The DDA agrees to maintain the landscape beds located on both parcels, to include ongoing maintenance, replacement of plantings, spring and fall clean-up, fertilizer, weed control, pruning, and mulching. **The church agrees to maintain the turf areas of both parcels, to include mowing, trimming, and edging. Grass clippings may be left in the turf area as long as no readily visible clumps remain.** The DDA agrees to apply fertilizer and weed control to the turf areas.

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

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

approximate schedule for the work, a reasonable description of the impacts on the other owner, an any impacts to services or other uses which may occur.

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

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

Oshtemo Charter Township Downtown Development Authority

By: Grant Taylor
Its: Chair

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Grant Taylor, the Chair of the Oshtemo Charter Township Downtown Development Authority, on behalf of said organization.

Name:
Notary Public
Kalamazoo County, MI

My Commission Expires: _____

Oshtemo United Methodist Church

By:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____, the _____ of the Oshtemo United Methodist Church, on behalf of said
organization.

Name:

Notary Public
Kalamazoo County, MI

My Commission Expires: _____

May 9, 2019



Mtg Date: May 16, 2019
To: Downtown Development Authority
From: Julie Johnston, AICP
Re: New Project Development

As the corner property and Stadium Drive sidewalk project are currently underway and will likely be completed within the next one to three years, staff thought it might be prudent to consider the next DDA project. Based on past conversations, the following ideas have been considered by the Board:

- Sidewalks on 9th Street
- Street lighting improvements
- Streetscape aesthetics – trees, public benches, trash receptacles, etc.

In addition, the DDA Development Plan indicates the following:

- Nonmotorized connections and improvements
- Lighting enhancements
- Theme development
- Market study
- Land acquisition
- Street trees
- Access management, pedestrian safety, and vehicular circulation
 - Driveway abandonment
 - Roadway improvements
 - Traffic/pedestrian safety

With the recent improvements in the DDA area, i.e. North Woods Village, Jac's Pizza, Harding's Market, Hite House, continued momentum is needed. These projects not only enhance the District, but bring additional revenue to the DDA.

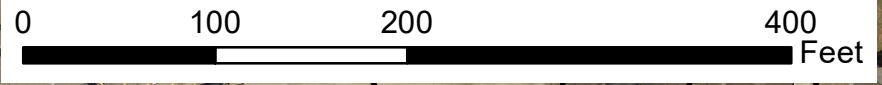
One project for the DDA to consider would be working with the Township and a developer to build new housing along Millards Way. Per the attached map, the Township owns approximately four acres of land that are available for development. From discussion with the Township Supervisor, it was not the intent for this property to lay fallow. We have also heard at the recent Joint Board meeting (held on April 16th), that there is a shortage of housing in the Kalamazoo area, particularly low- and middle-income housing. Considering a public/private partnership for the development of new housing on this acreage could assist with the continued momentum the Village area needs.

Other public/private partnerships could be considered, like loans or business incubators. The DDA could either provide or partner with a local financial institution to provide below market rate loans for new and redevelopment. Or some other type of subsidy could be considered, such as additional grants beyond façade improvements. A retail business incubator (per Public Act 57 of 2018) could be established by the DDA, enticing new services and retail establishments to the Village. This may require the purchase of property to establish a location for the incubator.

With the corner property development and signage, discussion was had regarding branding and marketing the Village area. The DDA may want to consider hiring a marketing coordinator to work with local businesses, social media sites, google, etc. to “brand” the Village area and ensure marketing materials support this endeavor. This could also include better management of the DDA signs/banners.

Staff would recommend additional discussion occur at the DDA meeting, which could include detailing a list of possible projects to investigate and then determining priorities related to those projects.

Attachments: Aerial Map



1 inch = 100 feet

STADIUM DR

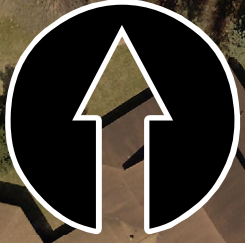
PARKVIEW AVE


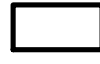
ATLANTIC AVE

0.2 Acres

3.44 Acres

1.1 Acres



-  Township Owned Property
-  Other Property Line