



7275 W. MAIN STREET, KALAMAZOO, MI 49009  
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www.oshtemo.org

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

**Oshtemo Community Center  
6407 Parkview Avenue**

March 21, 2019  
12:00 p.m.

**AGENDA**

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: January 17, 2019
4. Treasurer's Report:
  - a. January - February, 2019 (unaudited)
5. Streetscape Update:
  - a. Corner Property Development
    - i. Design Drawings Discussion - Update from OCBA/Streetscape Subcommittee
  - b. Stadium Drive Sidewalks
    - i. Resolution of Support
    - ii. Approval of Easement
    - iii. Project phasing
6. S & T Contract for 2019
7. Announcements and Adjournment

Next Meeting **Thursday, May 16, 2019**

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

**MINUTES OF THE MEETING HELD JANUARY 17, 2019**

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, January 17, 2019. The meeting was called to order at approximately 12:10 p.m. at the Oshtemo Community Center, 6407 Parkview Avenue.

Members present: Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Julie Hite, Rich MacDonald, Jack Siegel, Dick Skalski and Ryan Wieber.

Member absent: Grant Taylor, Bruce Betzler, Kyle Kirshman, Mike Lutke and Ethan Sivewright.

Also present: Julie Johnston, Oshtemo Township Planning Director, Martha Coash, Meeting Transcriptionist and guests Mr. Ken Paragon of OCBA, Tom Wheat of Prein & Newhof and Jamie Baker, Oshtemo Township Public Works.

With the absence of the Chair and Vice-Chair, the Treasurer, Mr. Corakis, conducted the meeting.

**Approval of Agenda**

Mr. Corakis asked for a motion to approve the agenda as presented.

Ms. Johnston noted "Election of Officers" for 2019 needed to be added as the next item on the agenda.

Mr. Wieber moved to approve the agenda as presented with the addition of "Election of Officers." Mr. MacDonald supported the motion. The motion passed unanimously.

**Election of Officers**

It was noted Ms. Dacoba, Vice Chairperson in 2018, was no longer on the Board. Mr. Taylor who served as Chairperson, Mr. Corakis who served as Treasurer and Mr. Betzler who served as Secretary, were all willing to continue in those roles.

Mr. Skalski nominated Mr. MacDonald to serve as Vice Chair. Mr. MacDonald indicated he was willing accept the nomination.

Hearing no further nominations, Mr. Corakis asked for a motion.

Mr. Skalski moved to approve the following slate of officers for 2019:

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

Ms. Libby Heiny-Cogswell supported the motion. The motion was approved unanimously.

### **Approval of Minutes**

Mr. Corakis asked if there were additions or corrections to the minutes for the meeting of December 6, 2018.

Hearing none, he asked for a motion.

Mr. MacDonald moved to approve the Minutes of the Regular Meeting of December 6, 2018 as presented. Mr. Skalski supported the motion. The motion carried unanimously.

### **Treasurer's Reports for November - December, 2018 (unaudited)**

Ms. Johnston presented the Treasurer's Report for November - December, 2018. She reported there were only three expenditure activities during this time period: payment to the Township for staff time, the Façade Grant program, and payments to Prein & Newhof for work on the Stadium Drive nonmotorized path.

Revenue increased during this two-month period with the payment from the State of Michigan on personal property loss. A total of \$41,059.50 was added to the DDA's revenues, slightly less than the \$44,288.27 received in 2017.

Mr. Skalski moved to approve the Treasurer's Reports for November – December, 2018 as presented. Mr. Wieber supported the motion. The motion carried unanimously.

## **Streetscape Update**

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

#### **Preliminary Design Drawings Discussion – Update from OCBA /Streetscape Subcommittee**

Mr. Ken Paragon, OCBA, noted the DDA approved the corner lot concept at the July, 2018 meeting, providing feedback for the next iteration. He said all environmental restrictions have been removed.

Ms. Johnston said the official documents confirming that all restrictions were lifted were received the previous week.

She went on to say that the survey proposal from Prein and Newhof includes regional boundary changes between the DDA and the church.

Mr. Paragon went through the modifications discussed by the DDA in July and reported on the latest plan based on that conversation. This iteration includes four benches and a trash receptacle, three options for walls to be moved back five feet from the parking lot edge and provision of a place for signage, barrier free parking lot, changes in walkways and an evergreen tree for holiday decoration.

It was pointed out the zoning ordinance does not require an actual wall for screening. After extended discussion, the group decided that rather than an expensive wall or fence, they would prefer to use a low maintenance hedgerow with shorter annuals and perennials on at least the street side and discrete beds of flowers around the area. Appealing, colorful and well-maintained plants will fit better with the desire for a welcoming, aesthetically pleasing gateway feature.

It was acknowledged that option will require more maintenance, and that the Church specified they wanted low maintenance additions if they were to be responsible. The group agreed it would be worth their while to take on the maintenance of plantings achieve the welcoming corner they have envisioned.

They also confirmed agreement with removing the sidewalk on the south side of the parking lot, keeping the east side sidewalk with a rolled curb, as well as a narrowed drive.

They noted the sign could be moved a little on site, likely on a curved retaining wall and be strategically lit. It was felt the Township logo should be used and that if other welcoming areas to the Township are developed it might be desirable to use the same materials and signage/logo to tie them together.

Instead of planting an evergreen, they decided they would prefer to bring in trees temporarily for holiday decoration, utilizing receptacles appropriately located near the retaining wall.

A leaching basin may be preferable and should be considered for storm water; Mr. Paragon noted a shared use agreement regarding parking, stormwater management and maintenance will be needed.

There was also discussion of sidewalks to access the Church, particularly an accessible aisle and a request to consider whether there is enough storage area for plowed snow.

OCBA will work on further design development based on the DDA's direction. The Subcommittee will meet in February to consider signage, electricity and lighting. Mr. Paragon will attend the March DDA meeting with a revised plan.

**b. Stadium Drive Sidewalks**

Preliminary Design Drawings Discussion – Update from Prein & Newhof

Mr. Tom Wheat, of Prein & Newhof, shared plans for the Stadium Drive sidewalk project. They have been submitted to the Road Commission, but as yet there is no response. When they respond, any revisions or adjustments required will be made and grading plans will be started.

He explained the geometry is guided by what is in the way. They will try to stay as near the right-of-way as possible in order to avoid having to move any more large utility poles than necessary; smaller ones are not such a problem.

There will need to be extensive work at the Speedway Station to re-do the entrance and eliminate the unused deceleration lanes. An easement will be needed from LaRue's because of the topography. The changes needed should be an improvement for their business.

Mr. Baker of the Township's Public Works Department, indicated close to 30 easements will be needed and suggested inviting everyone to a meeting for a presentation, with documents present and ready for signatures.

Ms. Johnston said she would work to set up a meeting with these property owners. The expectation for maintenance is that the DDA would cover for the first couple of years of snow removal to allow time to create a district for sidewalk maintenance among the owners. The Township will be responsible for pot holes or breaks in the sidewalks.

She explained the corner property sidewalk is expected to be developed in 2019 so it does not need to be part of the Stadium sidewalk project.

Ms. Heiny-Cogswell asked that a lump sum estimate for the road work needed for this project be provided for presentation to the Township Board.

In answer to a question from Mr. MacDonald, Mr. Baker explained no pathways will be part of this plan since there are too many driveways to be able to provide a safe pathway. The primary goal is to get people off the road. He noted there will be a lot of pathway interconnection with the "Go Green" plan and added a primary goal for Metro Transit is to add a couple of shelters along Stadium Drive. He said sidewalks were installed on both sides of the street at the Texas Township city center and that they are well used, where prior to installation there was little foot traffic there.

Ms. Johnston said the goal for project completion is the end of summer, 2020.

### **Announcements and Adjournment**

There were no announcements.

There being no further business, Mr. Corakis adjourned the meeting at approximately 1:20 p.m.

Oshemo Charter Township  
Downtown Development Authority

Minutes Prepared: January 19, 2019  
Minutes Approved:



March 8, 2019

**To: DDA Board**

**From: Themis Corakis, Treasurer**

**Re: Treasurer's Report**

Attached you will find the Treasurer's Report for January - February, 2019, unaudited.

There were only two expenditures to report during this time period. These costs included 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 Environmental Quality (MDEQ).

There are no new revenues to report during this time period.

Attachment: January - February budget spreadsheet  
Invoice

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Treasurer's Report January - February, 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	\$0.00	\$0.00
Miscellaneous	\$40,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$3,000.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES</b>	<b>\$606,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$457,250.00</b>

EXPENDITURES	2019 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
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	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Fees	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Notices	\$500.00	\$0.00	\$30.00	\$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>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>	<i>0.00%</i>
<i>Lawn care and maintenance</i>	<i>\$4,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$4,000.00</i>	<i>0.00%</i>
<i>Millard's Way snow removal</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>	<i>0.00%</i>
Capital Outlay/Obligated Projects	\$510,000.00	\$0.00	\$1,595.00	\$1,595.00	\$508,405.00	0.31%
<i>Corner site improvement construction</i>	<i>\$400,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$400,000.00</i>	<i>0.00%</i>
<i>Corner site improvement construction docs &amp; admin.</i>	<i>\$70,000.00</i>	<i>\$0.00</i>	<i>\$1,595.00</i>	<i>\$1,595.00</i>	<i>\$68,405.00</i>	<i>2.28%</i>
<i>Façade grant program</i>	<i>\$10,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$10,000.00</i>	<i>0.00%</i>
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>	<i>\$50,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$50,000.00</i>	<i>0.00%</i>
<b>TOTAL EXPENDITURES</b>	<b>\$606,250.00</b>	<b>\$0.00</b>	<b>\$1,625.00</b>	<b>\$1,625.00</b>	<b>\$604,625.00</b>	<b>0.27%</b>

<b>CARRYOVER 2019</b>	<b>\$457,250.00</b>
<b>REVENUES EARNED 2019</b>	<b>\$0.00</b>
<b>EXPENDITURES 2019</b>	<b>\$1,625.00</b>
<b>NET BALANCE 2018</b>	<b>\$455,625.00</b>

**FUND BALANCE:** **\$784,941.81**  
(as of December 31, 2018)





31 December 2018

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

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

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

**Invoice #41801.00 - 6**

**Billing Period: through 12/31/2018**

**Final Design through Construction Administration Lump Sum Fee**

(excluding reimbursable expenses) \$ 42,000.00

Percent of Services Complete	4%	\$	1,595.00
Total Earned to Date		\$	1,595.00
Less Previous Invoices		\$	(0.00)
Fee Billed this Invoice		\$	1,595.00
<b>Reimbursable Expenses Estimated Not to Exceed</b>		\$	<b>1,000.00</b>
Total Billed to Date		\$	0.00
Percentage Billed to Date			0%

**Amount Due this Invoice** \$ **1,595.00**

Thank you,  
Kenneth W. Peregón

P.O. 11532  
Julie Johnston



March 14, 2019

**Mtg Date:** March 21, 2019  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**Re:** Corner Property Improvements

The Streetscape Subcommittee met in February and March to review concept plans prepared by OCBA for final DDA approval. Enclosed you will find Concept Plan A and B for the design of the corner lots, as well as a recommended wall sign diagram.

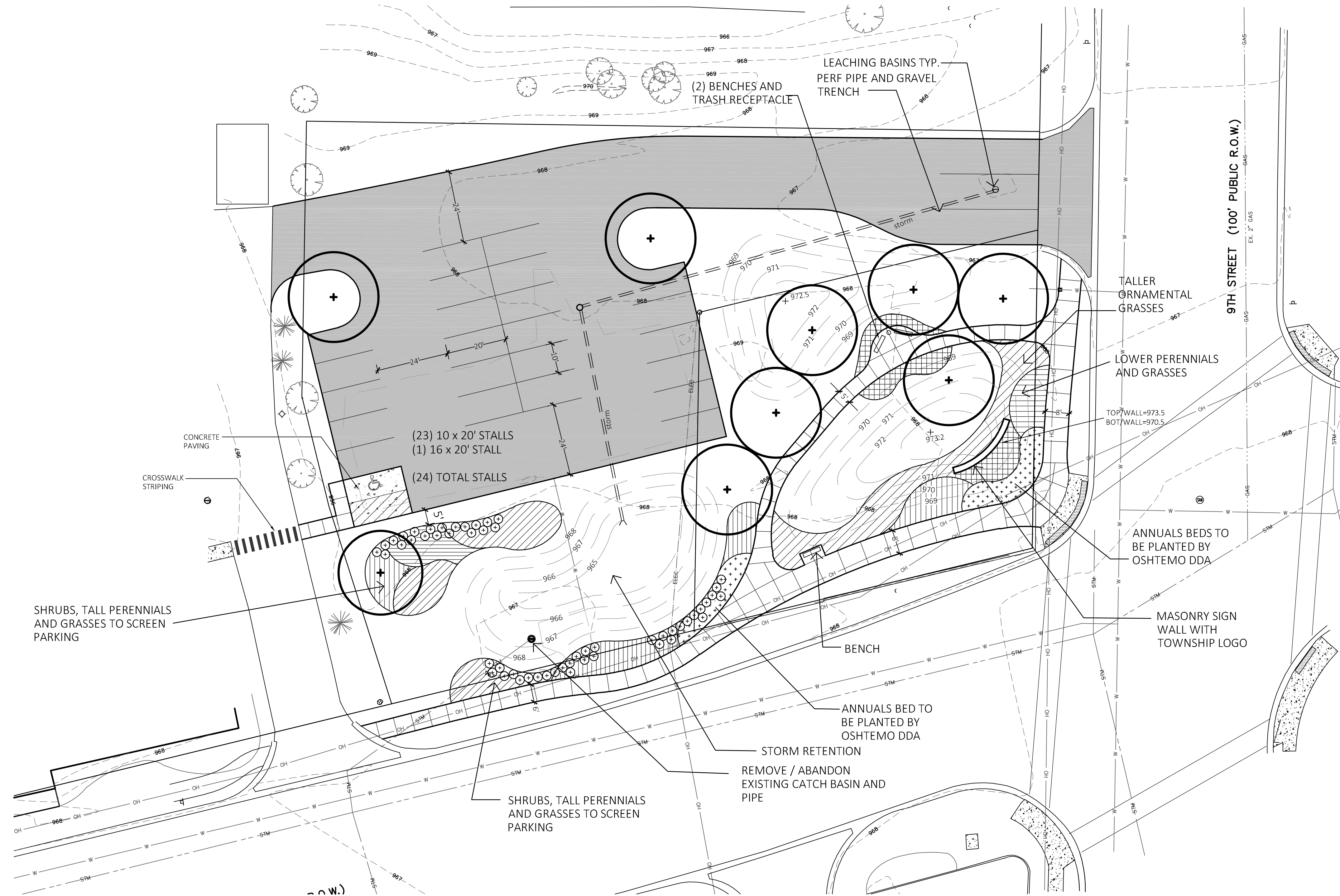
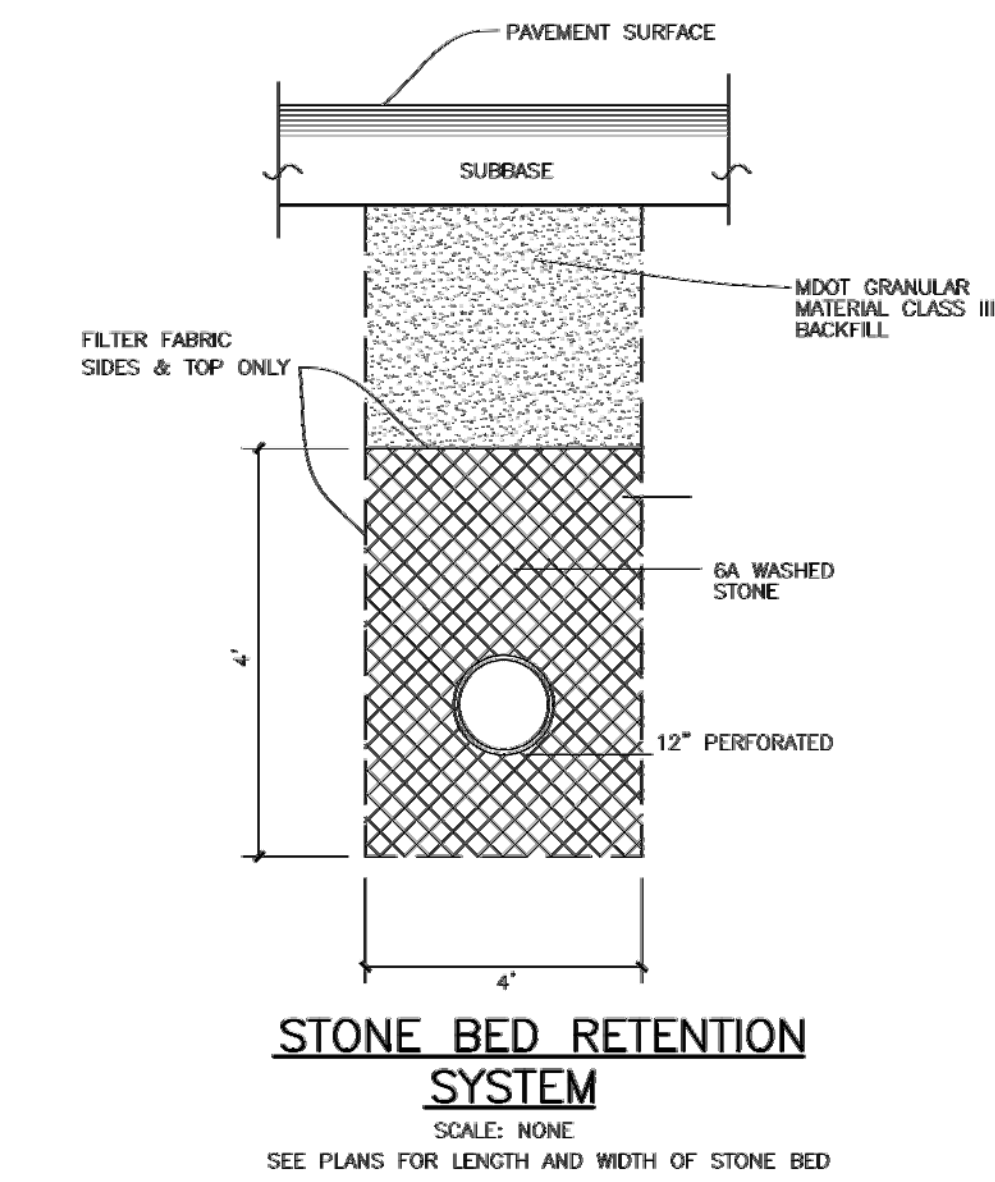
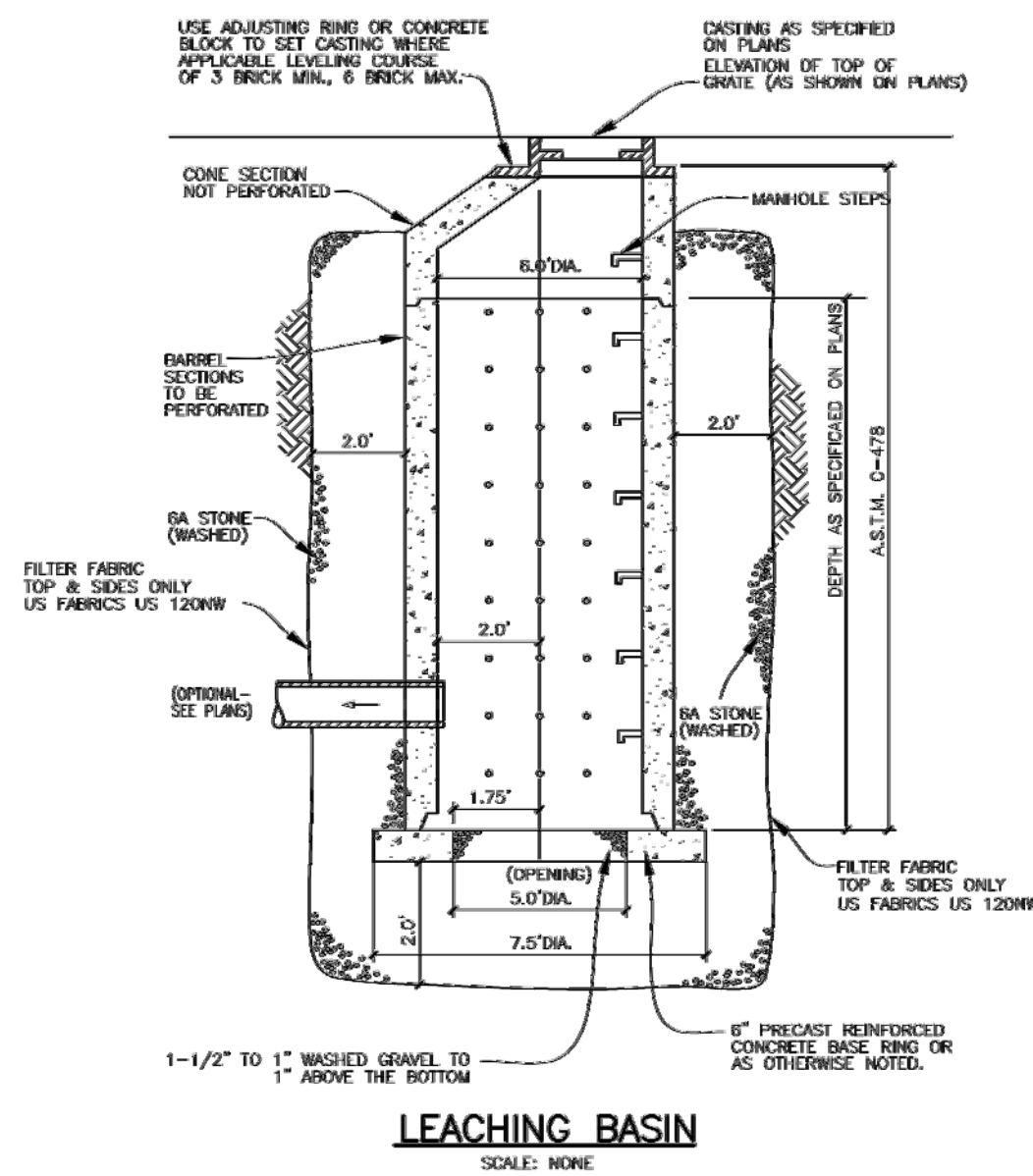
The essential difference between these two concept plans is the placement of a stone wall along the south side of the parking lot and the size and shape of the landscape beds. If a wall is chosen, the landscaping around the parking lot and along the sidewalk to the south of the parking lot (in front of Stadium Drive) has been reduced. If a wall is not included, these landscape beds are more robust to help screen the parking lot.

The Subcommittee decided to provide both options so this final decision could be considered by the entirety of the DDA Board. In addition, there are estimated budgets for both plans.

The DDA will need to finalize the concept plan at the March 21<sup>st</sup> 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.

Staff will reach out to our Church contact to discuss the final design, the property line re-description, maintenance, etc. We will try to set a meeting the first of April and request members of the Subcommittee consider attending. The DDA may wish to have some discussion regarding long-term maintenance at the March 21<sup>st</sup> meeting prior to our interaction with the Church. Based on the current design plans, it is estimated that the costs to maintain the landscape beds on both the DDA and Church properties would be the same as the costs the DDA covers at the Community Center, around \$2,200 a year. This would not include any lawn maintenance.

**Attachments:** Concept Plans  
Estimated Budgets  
Sign Elevation



**1 Preliminary Plan**  
SCALE: 1" = 20'-0"

For Review Only -  
Not For Construction

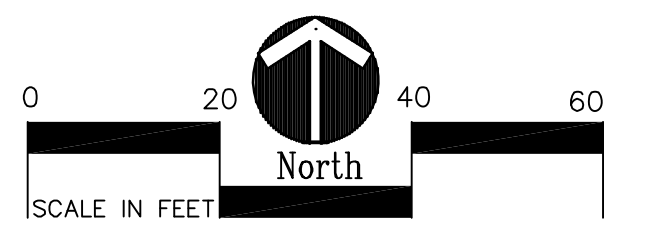
HARD COPY IS INTENDED TO BE 24"x36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.

Issued For: \_\_\_\_\_ Date  
BOARD REVIEW 3-21-19

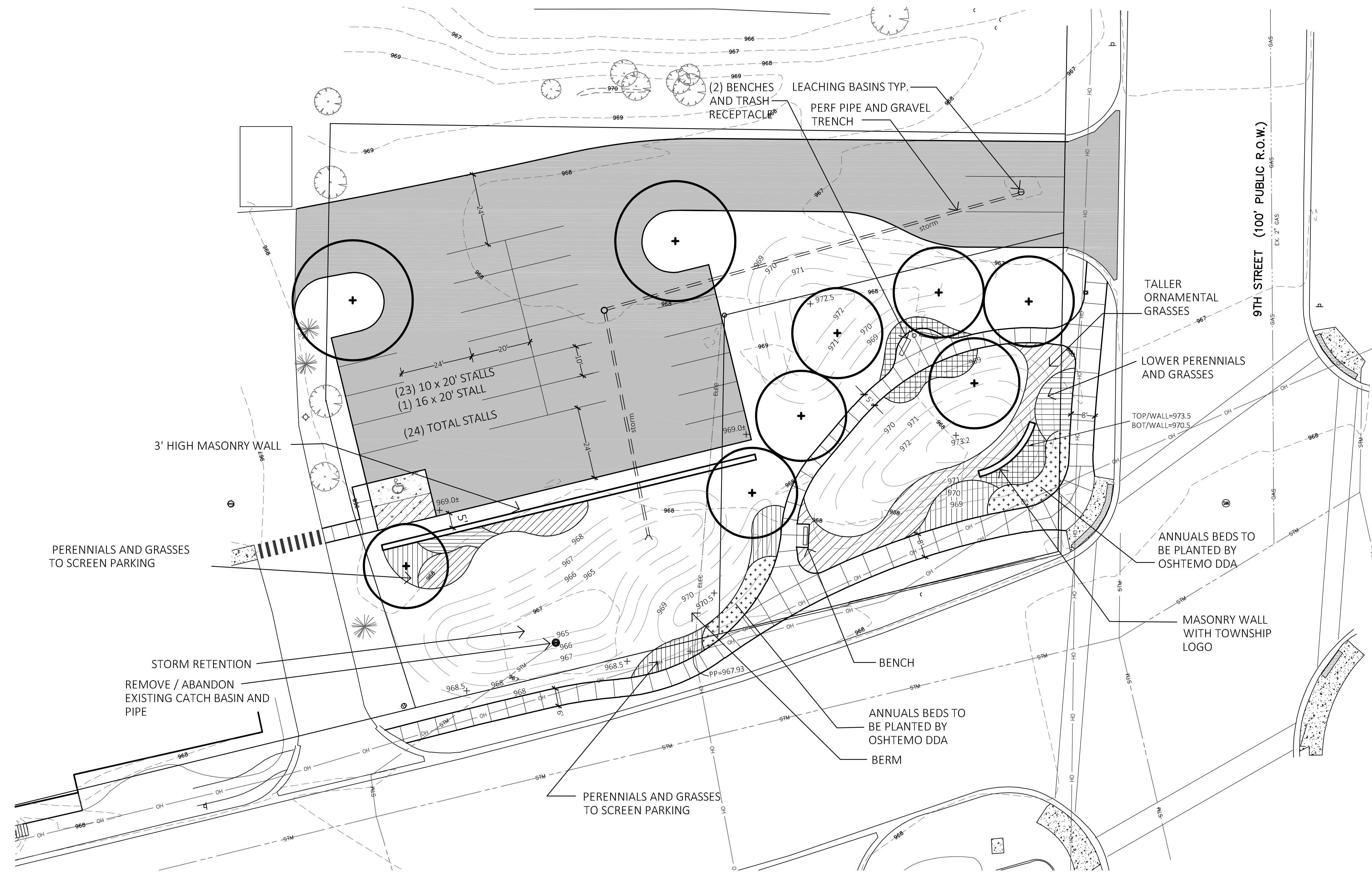
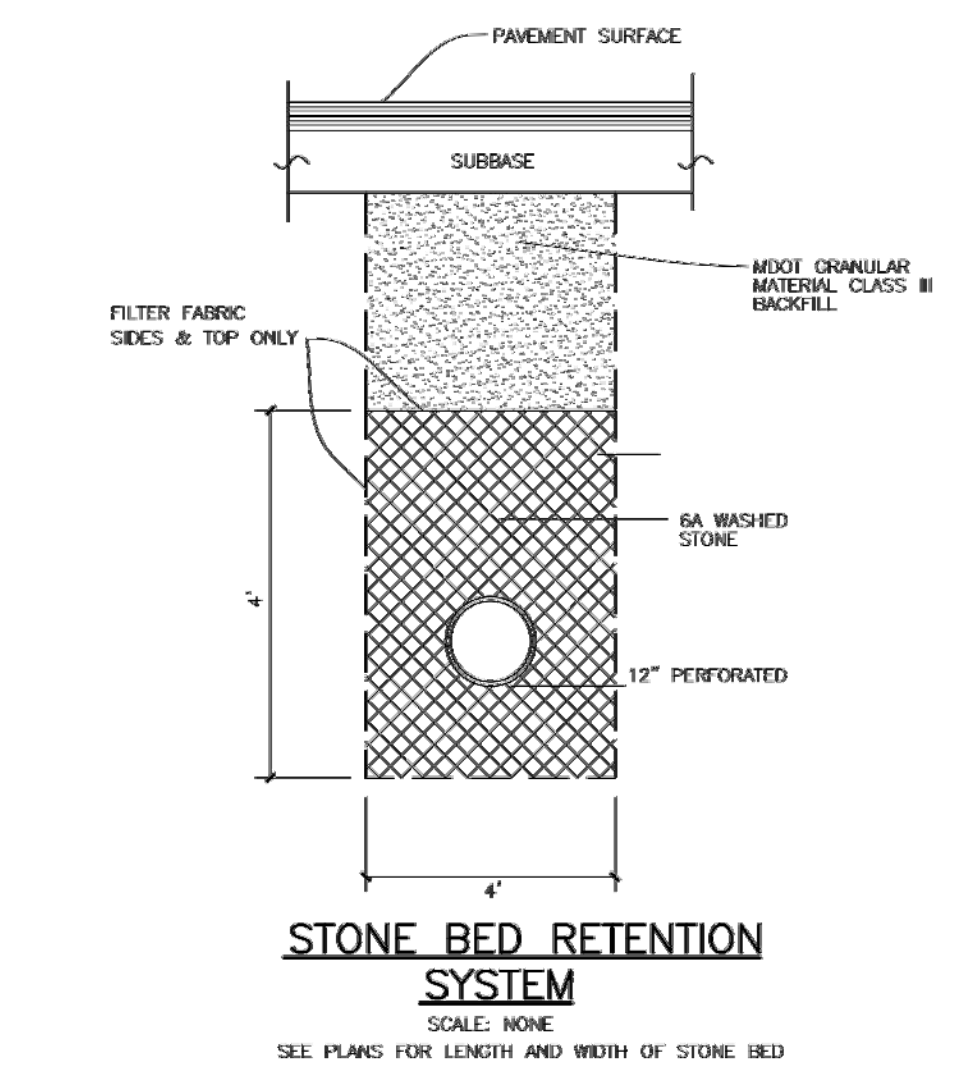
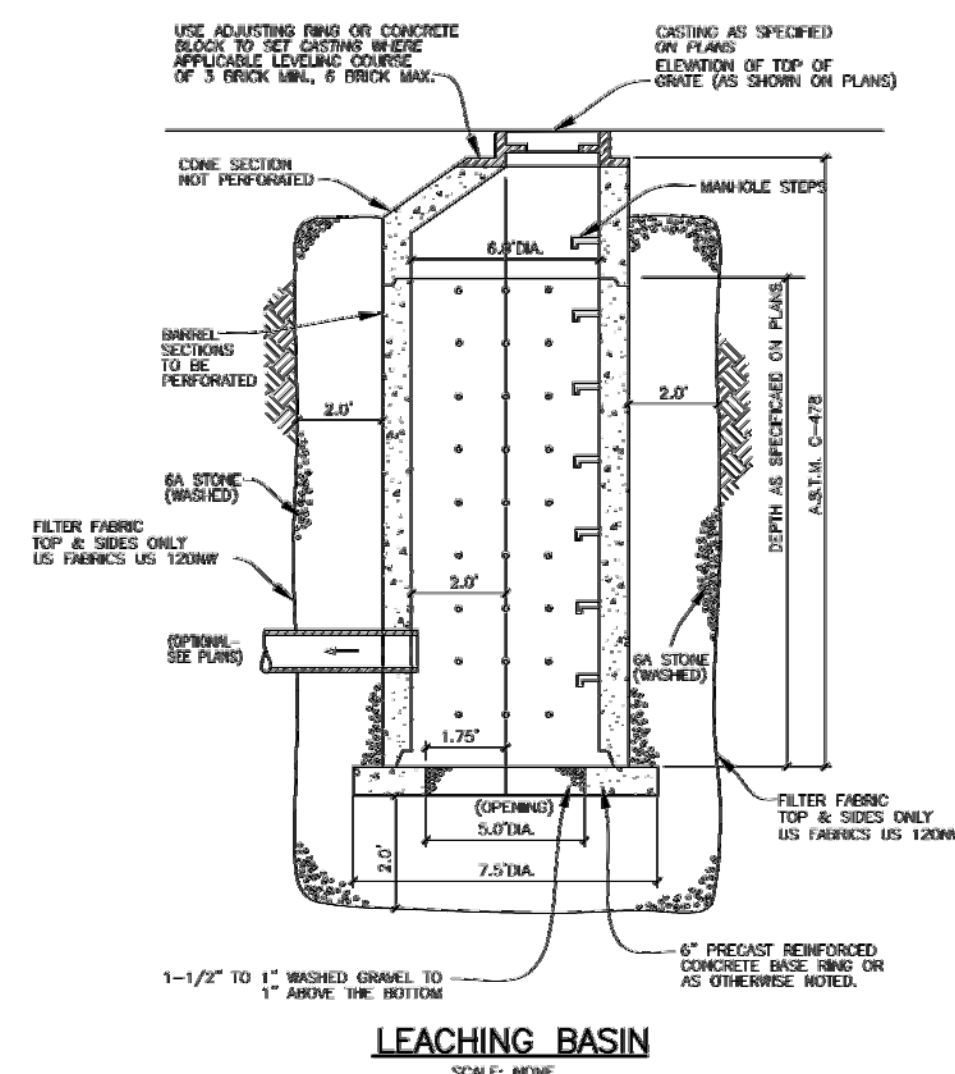
Project:  
**Ostemo Village Corner Plaza**

**9th Street and Stadium Drive Kalamazoo, MI 49009**

Sheet Title  
**Preliminary Plan OPTION A**



Job No. \_\_\_\_\_ Sheet No. \_\_\_\_\_



For Review Only -  
Not For Construction

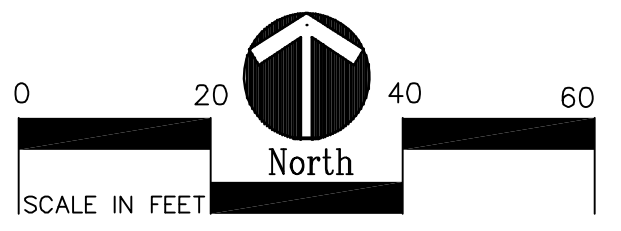
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Issued For: \_\_\_\_\_ Date  
BOARD REVIEW 3-21-19

Project:  
**Oshemo Village Corner Plaza**

**9th Street and Stadium Drive Kalamazoo, MI 49009**

Sheet Title  
**Preliminary Plan OPTION B**



Job No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

**1 Preliminary Plan**  
SCALE: 1" = 20'-0"





Oshtemo Village Corner Plaza

March 14, 2019

Sign Wall Elevation





13 March 2019



**Oshtemo DDA: Village Corner Redevelopment Concepts**  
Oshtemo Township, Michigan

**Village Corner and Church Property Concept Plan A**

**Preliminary Opinion of Probable Costs**

Item	Quantity	Unit	Unit Price	Total	Comments
<b>VILLAGE CORNER</b>					
Site Clearing and Demolition	1	LS	\$5,000.00	\$5,000.00	
Removal of Existing Paving	6,000	SF	\$1.50	\$9,000.00	
Earthwork and Grading	1	LS	\$7,500.00	\$7,500.00	
4" Concrete Walk (5-8' Width)	3,700	SF	\$6.00	\$22,200.00	Includes conc walk in R.O.W.
Lighting and Electrical Supply	1	LS	\$10,000.00	\$10,000.00	Landscape Lighting only
Masonry Sign Wall with Cap	27	LF	\$400.00	\$10,800.00	
Signage	1	EA	\$1,500.00	\$1,500.00	On masonry wall
Deciduous Trees	6	EA	\$700.00	\$4,200.00	
Perennials, Grasses and Groundcovers	2,200	SF	\$8.00	\$17,600.00	
Soil for Berms	220	CY	\$11.00	\$2,420.00	
Topsoil and Planting Soil	160	CY	\$22.00	\$3,520.00	
Turf	4,500	SF	\$0.15	\$675.00	
Site Furniture	1	LS	\$11,000.00	\$11,000.00	
Irrigation	1	LS	\$20,000.00	\$20,000.00	Includes new water meter in pit
Soil Erosion and Sedimentation Control	1	LS	\$500.00	\$500.00	
<b>Village Corner Construction Subtotal</b>				<b>\$125,915.00</b>	
<b>Contingency (10%)</b>				<b>\$12,591.50</b>	
<b>Survey Allowance</b>				<b>\$4,000.00</b>	
<b>A/E Fees (12%)</b>				<b>\$17,100.78</b>	
<b>VILLAGE CORNER TOTAL</b>				<b>\$159,607.28</b>	
<b>CHURCH PROPERTY</b>					
Miscellaneous Demolition	1	LS	\$1,000.00	\$1,000.00	
Earthwork and Grading	1	LS	\$15,000.00	\$15,000.00	
Removal of Existing Paving	21,400	SF	\$1.50	\$32,100.00	
6" Concrete Paving	320	SF	\$6.50	\$2,080.00	
4" Concrete Sidewalk	150	SF	\$5.50	\$825.00	
Asphalt Paving - Parking Lot	1,920	SY	\$21.00	\$40,320.00	
Pavement Marking	1	LS	\$700.00	\$700.00	
Perennials, Grasses and Groundcovers	1,500	SF	\$8.00	\$12,000.00	Screen Parking in Church property / Storm Basin
Deciduous Trees	3	EA	\$700.00	\$2,100.00	
Shrubs	54	EA	\$50.00	\$2,700.00	
Turf Seeding	9,000	SF	\$0.15	\$1,350.00	
Topsoil and Planting Soil	165	CY	\$22.00	\$3,630.00	
Stormwater Management	1	LS	\$25,000.00	\$25,000.00	Leaching Basins and trench
Soil Erosion and Sedimentation Control	1	LS	\$1,500.00	\$1,500.00	
<b>Church Property Re-Development Construction Subtotal</b>				<b>\$140,305.00</b>	
<b>Contingency (10%)</b>				<b>\$14,030.50</b>	
<b>Survey Allowance</b>				<b>\$4,000.00</b>	
<b>A/E Fees (12%)</b>				<b>\$19,000.26</b>	
<b>CHURCH PROPERTY TOTAL</b>				<b>\$177,335.76</b>	
<b>TOTAL VILLAGE CORNER AND CHURCH PROPERTY CONCEPT A</b>				<b>\$336,943.04</b>	

13 March 2019



**Oshtemo DDA: Village Corner Redevelopment Concepts**  
Oshtemo Township, Michigan

**Village Corner and Church Property Concept Plan B**

**Preliminary Opinion of Probable Costs**

Item	Quantity	Unit	Unit Price	Total	Comments
<b>VILLAGE CORNER</b>					
Site Clearing and Demolition	1	LS	\$5,000.00	\$5,000.00	
Removal of Existing Paving	6,000	SF	\$1.50	\$9,000.00	
Earthwork and Grading	1	LS	\$7,500.00	\$7,500.00	
4" Concrete Walk (5-8' Width)	3,700	SF	\$6.00	\$22,200.00	Includes conc walk in R.O.W.
Lighting and Electrical Supply	1	LS	\$10,000.00	\$10,000.00	Landscape Lighting only
Masonry Sign Wall with Cap	27	LF	\$400.00	\$10,800.00	
Signage	1	EA	\$1,500.00	\$1,500.00	On masonry wall
Deciduous Trees	6	EA	\$700.00	\$4,200.00	
Perennials, Grasses and Groundcovers	2,200	SF	\$8.00	\$17,600.00	
Soil for Berms	220	CY	\$11.00	\$2,420.00	
Topsoil and Planting Soil	160	CY	\$22.00	\$3,520.00	
Turf	4,500	SF	\$0.15	\$675.00	
Site Furniture	1	LS	\$11,000.00	\$11,000.00	
Irrigation	1	LS	\$20,000.00	\$20,000.00	Includes new water meter in pit
Soil Erosion and Sedimentation Control	1	LS	\$500.00	\$500.00	
<b>Village Corner Construction Subtotal</b>				<b>\$125,915.00</b>	
<b>Contingency (10%)</b>				<b>\$12,591.50</b>	
<b>Survey Allowance</b>				<b>\$4,000.00</b>	
<b>A/E Fees (12%)</b>				<b>\$17,100.78</b>	
<b>VILLAGE CORNER TOTAL</b>				<b>\$159,607.28</b>	

**CHURCH PROPERTY**

Miscellaneous Demolition	1	LS	\$1,000.00	\$1,000.00	
Earthwork and Grading	1	LS	\$15,000.00	\$15,000.00	
Removal of Existing Paving	21,400	SF	\$1.50	\$32,100.00	
6" Concrete Paving	320	SF	\$6.50	\$2,080.00	
4" Concrete Sidewalk	150	SF	\$5.50	\$825.00	
Asphalt Paving - Parking Lot	1,920	SY	\$21.00	\$40,320.00	
Pavement Marking	1	LS	\$700.00	\$700.00	
36" high Masonry Wall	128	LF	\$400.00	\$51,200.00	
Perennials, Grasses and Groundcovers	1,000	SF	\$8.00	\$8,000.00	Screen Parking in Church property / Storm Basin
Deciduous Trees	3	EA	\$700.00	\$2,100.00	
Topsoil and Planting Soil	150	CY	\$22.00	\$3,300.00	
Soil for Berms	32	CY	\$11.00	\$352.00	
Turf Seeding	9,000	SF	\$0.15	\$1,350.00	
Stormwater Management	1	LS	\$25,000.00	\$25,000.00	
Soil Erosion and Sedimentation Control	1	LS	\$1,500.00	\$1,500.00	Leaching Basins and trench
<b>Church Property Re-Development Construction Subtotal</b>				<b>\$184,827.00</b>	
<b>Contingency (10%)</b>				<b>\$18,482.70</b>	
<b>Survey Allowance</b>				<b>\$4,000.00</b>	
<b>A/E Fees (12%)</b>				<b>\$24,877.16</b>	

**CHURCH PROPERTY TOTAL** **\$232,186.86**

**TOTAL VILLAGE CORNER AND CHURCH PROPERTY CONCEPT E** **\$391,794.14**



March 13, 2019

**Mtg Date:** March 21, 2019  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**Re:** Stadium Drive Sidewalks

Resolution of Support

Included with this memo is a Resolution of Support for the Stadium Drive sidewalk project. In February 2019, MDOT changed the requirements for the Transportation Alternative Program grant applications. The grant application now requires Resolutions of Support from each governmental unit affected by the facility. MDOT provided a list of criteria that must be included in each Resolution of Support, including:

- 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.

The attached Resolution of Support addresses each of these criteria. Additional Resolutions of Support will be coordinated with the following partner agencies: Oshtemo Township Board (received February 26<sup>th</sup>), Road Commission of Kalamazoo County, Kalamazoo Area Transportation Study (KATS) Technical Committee and Policy Committees.

Approval of Easement

An easement for the Stadium Drive sidewalk is needed on the property owned by the DDA at 6520 Stadium Drive. Staff requests 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.

Project Phasing

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 11<sup>th</sup> 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 KATS. 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 8<sup>th</sup> 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.

Attachments: Resolution of Support

**OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION IN SUPPORT OF TRANSPORTATION ALTERNATIVES PROJECT**

**STADIUM DRIVE SHARED-USE NON-MOTORIZED FACILITY WITHIN THE  
DOWNTOWN DEVELOPMENT AUTHORITY AREA (8<sup>TH</sup> STREET TO 617 FEET  
WEST OF QUAIL RUN DRIVE)**

WHEREAS, the Federal Transportation Act provides funding towards transportation alternatives for pedestrian and bicycle facilities, access to public transportation, enhanced mobility and safety, and the Michigan Department of Transportation is soliciting new candidate projects for Transportation Alternatives Program (TAP) grants; and

WHEREAS, Oshtemo Township has identified an improvement project on Stadium Drive, a public road that is within the municipal jurisdiction of Oshtemo Township; and

WHEREAS, the Kalamazoo Area Transportation Study (KATS) awarded Oshtemo Township a local TAP grant for 2020 to construct a six-foot wide shared-use pathway on both sides of Stadium Drive from 11<sup>th</sup> Street to 617 feet west of Quail Run Drive and constructing both segments of the non-motorized facility at the same time would be a cost-effective use of Township funds; and

WHEREAS, Oshtemo Township created the *Go! Green Oshtemo* Master Plan and Non-motorized update wherein the construction of a non-motorized facility along Stadium Drive is a highest priority non-motorized facility for Oshtemo Township; and

WHEREAS, Oshtemo Township approved and submitted an application to the Road Commission of Kalamazoo County to build a non-motorized facility within the public right-of-way, and provided preliminary design plans as a basis to initiate negotiations with the Road Commission of Kalamazoo County for Oshtemo to be responsible for the grant's required local matching funds plus all non-eligible project costs estimated to be \$400,000; and

WHEREAS, the Road Commission of Kalamazoo County has accepted said application for a non-motorized facility improvement in the form of a six-foot wide shared-use pathway, along both sides of Stadium Drive, providing barrier-free non-motorized access, a connector to commercial centers adjacent to Stadium Drive, plus necessary pedestrian access to single and multi-family housing within this well-traveled corridor; and

WHEREAS, Oshtemo Township caused to be created a Downtown Development Authority along Stadium Drive and 9<sup>th</sup> Street whose principal purpose is tax increment financing to revitalize and preserve the economic and social vitality of the corridor, and whose initial plan has adopted as its principle effort the provision of non-motorized facilities; and

WHEREAS, upon ratification of the award of the funding and execution by the respective local authorities (Road Commission of Kalamazoo and Oshtemo Township) of necessary inter-

local agreements for the Transportation Alternatives Projects, the parties will proceed toward construction letting by summer of 2020; and

WHEREAS, Oshtemo Township, within its Non-Motorized Facility Agreement with the Road Commission of Kalamazoo County approved by unanimous vote of the Oshtemo Township Board on March 13, 2018, will provide engineering documents for the non-motorized facility, obtain all permits, and fund potential cost overruns and non-participating items, and maintain the Stadium Drive non-motorized facility in perpetuity.

NOW, THEREFORE, BE IT RESOLVED that the Oshtemo Downtown Development Authority does support the application for the use of federal Transportation Alternatives Project funds for the Stadium Drive shared-use non-motorized facility within the Downtown Development Authority area.

\_\_\_\_\_  
Grant Taylor, Chairperson  
Oshtemo Downtown Development Authority

\_\_\_\_\_  
Date



March 13, 2019

**Mtg Date:** March 21, 2019  
**To:** Downtown Development Authority  
**From:** Julie Johnston, AICP  
**Re:** S & T Landscaping Maintenance Contract

Enclosed is a letter and contract from S & T Lawn Service for the 2019 season. While the letter and contract detail a lawn maintenance proposal, indicating mowing and trimming in the contract, they actually provide maintenance of the landscaping beds at the Community Center. This is a cost that 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 and costs the DDA \$2,208.

Attachments: S & T Letter and Contract



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

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February 21, 2019

**Re: *Lawn Maintenance Proposal***

Enclosed is the lawn maintenance proposal for the upcoming 2019 season. Upon approval, please sign, date and return the original proposal to us by March 14<sup>th</sup>, 2019. Please retain a copy for your files.

If you should have any questions, please feel free to contact me at 375-0334.

Sincerely,

Jeff Triemstra

Enclosure



*Professional Service Since 1980*





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

**LAWN MAINTENANCE PROPOSAL**

Property Name <b>Oshtemo Charter Township</b>	Property Address <b>Parkview Hall</b>	Date <b>February 20, 2019</b>
Contact Person <b>Karen High</b>	Fax:	Effective Dates <b>April 1, 2019 - November 30, 2019</b>

**Lawn Maintenance**

**Additional Services**

	Price	Per
Mowing & Trimming	\$ 276.00	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

## **S&T LAWN SERVICE, INC. QUALITY GUARANTEE**

S&T Lawn Service, Inc. is committed to providing the highest quality service. If you are not satisfied with the results of our service and notify us within three (3) days after the date of service, we shall review the problem area and correct if deemed necessary.

### **STANDARD TERMS AND CONDITIONS**

1. S&T Lawn Service, Inc. agrees to furnish labor and materials and is authorized by "authorized signer" to service the property at the address shown on the front of this agreement. Authorized signer ("Customer") represents and warrants to S&T Lawn Service that he/she has the authority to grant S&T Lawn Service the right to complete the services in accordance with this agreement. The services to be completed are detailed on the front of this agreement.
2. Some services completed by S&T Lawn Service, Inc. may require the watering and/or fertilizing of the material upon completion of contract. Customer agrees to assume all watering, fertilizing and maintenance responsibilities. All warranties are null and void if maintenance is not strictly adhered to by customer.
3. Because the size of your property is a significant factor in determining the cost of S&T Lawn Service's services, S&T Lawn Service may increase the specified charges proportionally to reflect any additional costs incurred should you add additional property under this agreement. If you do not agree to pay such additional costs, S&T Lawn Service may terminate this agreement by providing you thirty (30) days advance written notice. S&T Lawn Service shall not be obligated to service any additional property under this agreement until additional costs have been agreed upon.
4. In the event you fail to make payment when due, S&T Lawn Service, Inc. reserves the right to terminate this agreement. A late fee of equal to the lesser of 1.5% per month (18% A.P.R.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including reasonable attorney's fees and court costs.
5. You agree to notify S&T Lawn Service, Inc. in writing in the event that you sell the property which is subject of this agreement. This agreement shall be terminated upon receipt by S&T Lawn Service, Inc. of your written notice that you have sold the property.
6. S&T Lawn Service, Inc. is not responsible for any incidental, consequential, or special damages arising or resulting from the performance or nonperformance of any obligations under this agreement.
7. This agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on customer's order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
8. Effort will be made to effect services in a consistent and timely manner. S&T Lawn Service shall not be responsible for any delay or failure to deliver service caused wholly or in part by any cause not resulting from negligence on the part of S&T Lawn Service, Inc., including but not limited to fire, flood, accident, labor trouble, civil commotion, acts of terrorism, failure in equipment, product availability, inability to obtain fuel, power and/or raw materials. Fuel surcharges may be applied in the event of significant cost increases beyond the reasonable control of S&T Lawn Service, Inc.
9. This service agreement is only valid if accepted by the customer within thirty (30) days of the date submitted to customer.
10. This service contract is subject to modification by us prior to acceptance by you.