

OSHTEMO CHARTER TOWNSHIP BOARD
7275 West Main Street
Kalamazoo, MI 49009
269.375.4260

Tuesday
June 4th, 2019

Township Board Special Meeting

6:30 p.m.
AGENDA

1. Call to Order
2. Public Comment
3. Discussion of Township Public Transit
4. Other Township Business
5. Public Comment
6. Adjournment

**Policy for Public Comment
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email (oshtemo@oshtemo.org), walk-in visits, or by appointment.

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

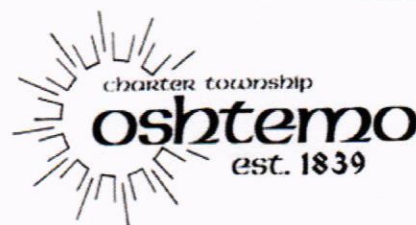
Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)
(revised 5/14/2013)
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am - 5:00 pm, and on Friday 8:00 am-1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at www.oshtemo.org, email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to oshtemo@oshtemo.org and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<u>Supervisor</u>		
Libby Heiny-Cogswell	216-5220	libbyhc@oshtemo.org
<u>Clerk</u>		
Dusty Farmer	216-5224	dfarmer@oshtemo.org
<u>Treasurer</u>		
Grant Taylor	216-5221	gtaylor@oshtemo.org
<u>Trustees</u>		
Cheri L. Bell	372-2275	cbell@oshtemo.org
Deb Everett	375-4260	deverett@oshtemo.org
Zak Ford	271-5513	zford@oshtemo.org
Ken Hudok	548-7002	khudok@oshtemo.org

Township Department Information		
<u>Assessor:</u>		
Kristine Biddle	216-5225	assessor@oshtemo.org
<u>Fire Chief:</u>		
Mark Barnes	375-0487	mbarnes@oshtemo.org
<u>Ordinance Enf:</u>		
Rick Suwarsky	216-5227	rsuwarsky@oshtemo.org
<u>Parks Director:</u>		
Karen High	216-5233	khigh@oshtemo.org
Rental Info	216-5224	oshtemo@oshtemo.org
<u>Planning Director:</u>		
Julie Johnston	216-5223	jjohnston@oshtemo.org
<u>Public Works:</u>		
Marc Elliott	216-5236	melliott@oshtemo.org



Memorandum

Date: 30 May 2019
To: Oshtemo Township Board
From: Libby Heiny-Cogswell, Supervisor
Subject: Oshtemo Township Board Discussion about Public Transportation Services

Objective:

Township Board Discussion to reach consensus on the public transit boundary questions, below. Notification to Central County Transit Authority is due July 1, 2019 for the following:

- **Does Oshtemo Township wish to add Precinct 3 to the CCTA boundaries?**
Or, alternatively,
- **Does Oshtemo Township wish to continue the current service agreement 2021-2025?**

Background:

Please refer to the information provided. Also, Sean McBride is available to attend the meeting to answer Board questions about service extensions. Please call to request any additional information.

Information Provided:

1. 2019 4-18 Letter from Sean McBride, Executive Director Central County Transit Authority
2. 2016 9-19 CCTA Transit Service Agreement with Oshtemo (Effective through August 31, 2021)
3. 2014 10-14 Oshtemo Township Board Minutes Excerpt on Transit Discussion
4. 2016 Oshtemo Township Transit Service Agreement with Meijer
5. 2019 Oshtemo Township Bus Routes, Voting Precincts, and Transit Revenue Estimates Mapping (will forwarded upon completion, with estimate of 5-31 or 6-3)



#1
Central County Transportation Authority
530 N. Rose Street Kalamazoo, MI 49007
269-337-8087 | www.kmetro.com

April 18, 2019

Ms. Libby Heiny-Cogswell, Supervisor
Oshtemo Township
7275 West Main Street
Kalamazoo, MI 49009

Dear Libby:

The purpose of this letter is to provide information regarding the next CCTA millage election and the impact on the Service Agreement with Oshtemo Township.

Oshtemo Township voting precincts 4, 5, 6, 7, and 8 are contained within the boundaries of the CCTA. Oshtemo Township and CCTA entered into an agreement in September of 2016 to pay for the continuation of bus services in precinct 3 which is outside the boundaries of the CCTA. The bus route, Route 14 – West Main, provides service along West Main Street from approximately US-131 to 9th Street in Oshtemo Township. This agreement covers the period of the current CCTA millage which expires after 2020. We truly appreciate the spirit of cooperation working with Oshtemo Township on the current Service Agreement.

The CCTA is currently developing plans for the next millage election. It is anticipated the next millage election will occur either in March 2020 or May 2020. Any changes, which could include additions, to the CCTA boundaries must be changed in the CCTA Articles of Incorporation and approved by the Kalamazoo County Board of Commissioners well before the 2020 election.

As part of the existing service agreement, it was stated that the CCTA would only enter into a single five-year agreement. After that it was then expected that those with Service Agreements would have to be added to the CCTA boundaries for continuation of service in 2021 and beyond. The CCTA Board has reviewed this requirement and has decided that those with current Service Agreements (Texas Township/KVCC and Oshtemo Township) and desire to continue to have public transit service could either:

1. Be added to the CCTA boundaries prior to the 2020 millage election; or,
2. Continue with a Service Agreement to service Oshtemo voting precinct 3 during the duration of the next millage 2021 through 2025.

The CCTA policy that discusses this change is attached to this letter. If Oshtemo Township would like to:

1. Pursue Option 1 and be added to the CCTA boundaries; and/or,
2. Make any other changes to the boundaries of the CCTA within Oshtemo Township by either adding any of the precincts 1, 2, 9 and 10 or removing any of the precincts 4, 5, 6, 7, and 8.

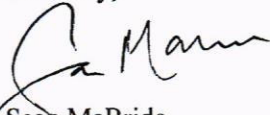
Letter: L. Heiny-Cogswell Oshtemo Township
Re: Oshtemo Township Service Agreement
April 18, 2019
Page 2

I request you provide me notification by July 1, 2019 on what Oshtemo Township would like to do so ample time to address any changes with the Kalamazoo County Board of Commissioners is available.

If Oshtemo Township desires to continue with the Service Agreement with no changes to the existing precincts in CCTA boundary, I request that you provide me that information by July 1, 2019. This will enable the CCTA to adequately plan for the next millage election. The 2021 through 2025 Service Agreement would not need to be finalized until next year.

Please let me know if you have any questions or thoughts as you review this matter. I look forward to discussing this matter with you.

Sincerely,



Sean McBride
Executive Director

c: Dusty Farmer, Oshtemo Township Clerk

Attachments:

Oshtemo Township and CCTA Service Agreement
Updated CCTA Policy Regarding Fixed-Route Bus Service to Areas Outside Authority Boundaries

Transit Service Agreement

Central County Transportation Authority
("CCTA")
530 North Rose Street
Kalamazoo, Michigan 49007
Attn: Sean McBride, Executive Director

Charter Township of Oshtemo
("Oshtemo Township")
7275 West Main Street
Kalamazoo, Michigan 49009
Attn: Libby Heiny-Cogswell, Supervisor

City of Kalamazoo
("City of Kalamazoo")
241 West South Street
Kalamazoo, Michigan 49007
Attn: James Ritsema, City Manager

CCTA, Oshtemo Township, and City of Kalamazoo agree as follows in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Acknowledged Facts.

a. The City of Kalamazoo currently provides regional public transit services to Oshtemo Township.

b. Beginning October 1, 2016, pursuant to a Comprehensive Transition Agreement, regional public transit operations will be operated by the Central County Transportation Authority ("CCTA") and not the City of Kalamazoo.

c. CCTA's public transit operations is funded in part by a 0.75 millage that was approved on August 5, 2015, by voters residing in CCTA's designated district boundaries. The approved millage has been levied beginning July 2016.

d. Oshtemo Township voting precincts 4, 5, 6, 7 and 8 are inside the CCTA's designated district boundaries. These areas of Oshtemo Township will continue to receive fixed-route bus service.

e. Oshtemo Township voting precincts 1, 2, 9 and 10 are outside of CCTA's designated district boundaries and are therefore not subject to the millage. These areas will not receive fixed route bus service. A portion of precinct 9 currently receives fixed-route bus service and will not beginning September 6, 2016.

f. Oshtemo Township voting precinct 3 is outside of CCTA's designated district boundaries, and Oshtemo Township desires to continue receiving fixed route bus service and is therefore willing to share responsibility for payment to CCTA for the fixed-route bus service described below.

g. With this Agreement, fixed route bus service on Route 14 – West Main will continue to serve Oshtemo Township along West Main Street from US-131 west to 9th Street. Service will include fixed route bus service continuing to the Meijer

store located at 6660 West Main Street. Without this Agreement, service along this corridor would stop.

2. **Transit Service to be Provided.**

a. **Fixed-Route Service.** City of Kalamazoo or CCTA will provide fixed-route service on Route 14 – West Main (the “Fixed Route Service”) in Precinct 3 of Oshtemo Township. Specifically, fixed-route service will be provided along West Main Street from US-131 west to 9th Street and into the Meijer store. A map and schedule of the fixed route service is attached as Exhibit A. City of Kalamazoo or CCTA will notify Oshtemo Township of any changes to service hours, frequency, or route design that impacts Route 14 in Oshtemo Township. City of Kalamazoo or CCTA will have the sole discretion to adjust services to meet overall system needs and objectives. City of Kalamazoo or CCTA will set passenger fares consistent with fares charged for other fixed-route service.

b. **Fee for Services.** The fee to Oshtemo Township for the Fixed-Route Service Fee (“Service Fee”) will be \$62,754 for the period of September 1, 2016 through August 31, 2017.

i. Beginning September 1, 2017, and on each September 1 thereafter, CCTA may annually adjust the Service Fee. Annual increases to the Service Fee, if any, shall be limited as follows:

1) the increase shall not exceed the lesser of the most recently reported Consumer Price Index (CPI) annual percentage increase or the previous year’s percentage increase in Kalamazoo County taxable value; and

2) if the CCTA levies less than 0.75 mills within the CCTA boundaries, the annual Service Fee increase permitted by subparagraph (1) above will be reduced by the percentage actually levied less than 0.75 mills. For clarification, if the CCTA levies 0.735 mills (2% less than 0.75 mills), the Service Fee will be reduced by 2% after calculating any increase caused by the CPI/taxable value adjustment in subparagraph (1) above. The CCTA will determine the millage levy amount on an annual calendar year basis no later than May 15 of each year.

c. **Payment Terms.** Oshtemo Township will be invoiced on a quarterly basis, after the Fixed-Route Service has been provided (i.e. CCTA will invoice Oshtemo Township on December 1 for the Fixed-Route Service provided during the September through December quarter.). The first invoice on December 1, 2016 will be issued by CCTA and the pro-rata amount for the month of September, 2016 of \$5,229.50 will be issued to the City of Kalamazoo.

d. **Provision of Service:** City of Kalamazoo agrees to provide the Fixed-Route Service through September 30, 2016, at which time CCTA will take over providing the Fixed-Route Service.

3. **Insurance.** City of Kalamazoo and CCTA will maintain the same level of property damage and liability insurance covering the Fixed-Route Service that they maintain for their other transit services. Oshtemo Township will maintain their current level of property damage and liability insurance on their respective properties and operations. Each party will, upon request, provide a certificate of its insurance to the other parties.

4. **Loss Payment and Indemnification.**

a. To the extent permitted by law, each party shall defend, indemnify, and hold harmless each other party and its officers, directors, employees, agents, and other affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) arising directly or indirectly from the indemnifying party's breach (or breach by any of the indemnifying party's employees or other agents) of this Agreement, including without limitation all claims relating to the injury or death of any person or damage to any property.

b. **Notice.** A party claiming a loss or right to indemnification must promptly give written notice of that claim to the indemnifying party as soon as reasonably possible. The indemnifying party need not pay any loss to the extent that failure to give prompt notice materially adversely affects its ability to defend against the claim. The indemnifying party has the exclusive right to defend or settle the claim.

5. **Term and Early Termination.**

a. **Term.** This Agreement is effective beginning September 1, 2016 and expires on August 31, 2021.

b. **Early Termination.** The City and CCTA may jointly terminate this Agreement before the term expiration date, and Oshtemo Township may do the same, by providing at least 90 days advance written notice of termination to the other parties, subject to the remainder of this subparagraph. If the City or CCTA breaches this Agreement, then the Agreement may be terminated early only if Oshtemo Township agrees. If Oshtemo Township breaches this Agreement, then the Agreement may be terminated early only by the City or CCTA.

6. **Default and Remedies.** A party is in default only if it fails to perform an obligation within 15 days after receiving written notice of default from one or both of the other parties. Upon a default, the innocent parties have all available remedies, including the right to terminate this Agreement to the extent permitted under section 5b.

7. **General.**

a. **Notice.** Any notice, consent or approval required or permitted to be given under this Agreement shall be:

- i. in writing;
- ii. addressed to the recipient at the address of the recipient set forth on this Agreement's first page, or to such other address as that party may hereafter designate in writing to the other party; and
- iii. deemed to have been received upon (i) personal delivery, (ii) one business day after being deposited with Federal Express or another reliable, nationally-recognized overnight courier service for next day delivery or transmission, or (iii) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

8. **Severall Liability.** Oshtemo Township is severally responsible for their obligations under this Agreement.

9. **Assignment.** No party may assign its rights under this Agreement, except that CCTA may assign its rights as part of its transfer of assets under the Comprehensive Transition Agreement.

10. **No Waiver.** The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

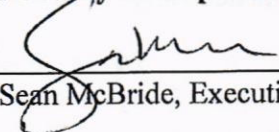
11. **Entire Understanding; Modification.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to the subject matter of this Agreement.

12. **Severability of Provisions.** Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unenforceable or invalid, the balance of this Agreement shall not be affected and shall remain enforceable.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.


Central County Transportation Authority

Dated: 9/2, 2016

By 
Sean McBride, Executive Director

Oshtemo Township

Dated: 9/2, 2016

By 
Its SUPERVISOR

Dated: 9/19, 2016

City of Kalamazoo

By [Signature]
Its City Manager

Exhibits

A. Proposed Fixed-Route Service Map

FORM APPROVED
9-16-16
CSE
CITY ATTORNEY

**CENTRAL COUNTY TRANSPORTATION AUTHORITY
POLICY STATEMENT AND IMPLEMENTING PROCEDURES**

**SUBJECT: CCTA Fixed-Route Bus
Service to Areas Outside
Authority Boundaries**

SECTION NO: 1.00.00

PAGE 1 OF 2

**ORIGINAL EFFECTIVE DATE: 12/19/14
UPDATE DATE: 02/11/19**

PURPOSE/APPLICATION:

To provide direction and parameters for providing fixed-route bus service to areas outside of the boundaries of the Authority.

POLICY STATEMENT:

The CCTA boundaries include the City of Kalamazoo, City of Portage, City of Parchment, Comstock Township, Kalamazoo Township and Precincts 4, 5, 6, 7 and 8 within Oshtemo Township. Fixed-route bus service at the time of this policy update is only provided within the boundaries of the CCTA or through service agreement. There are service agreements with Texas Township/Kalamazoo Valley Community College for service to Texas Township Precinct 3 and Oshtemo Township for service to Precinct 3. A map dated February 11, 2019 is attached that depicts the CCTA boundaries and precincts with a service agreements.

The CCTA will not provide fixed-route bus service outside of the boundaries of the Authority, however the CCTA may consider providing service(s) that meet the following:

1. Service to areas outside of the Authority boundaries will be limited to the following conditions:
 - a. A service contract must be entered into between the CCTA and the jurisdiction that includes the area outside of the boundary.
 - b. A service contract will only be entered into if there is a demonstrated demand for service.
 - c. The term of the agreement will only extend for the duration of the approved CCTA millage.
 - d. The cost will be set at the amount equal to the millage that would have been collected if the precinct where service is provided were included in the boundaries of the Authority.
 - e. The CCTA may enter into a service contract:
 - i. With a jurisdiction/organization that has an existing service contract at the time this policy is updated. The service contract will not contain any areas that are within the CCTA boundaries at the time of the policy update.
 - ii. A new service contract may be considered for areas outside the CCTA boundaries on case-by-case basis and will comply with parameters of this section. Areas inside the CCTA boundaries at the time of the policy update will not be considered for a service agreement.
 - f. Contracts to provide fixed-route bus service to Kalamazoo Valley Community College Main Campus and other countywide publicly funded educational facilities with significant student population and ridership demand may be entered with the educational agency if an agreement with the jurisdiction

**CENTRAL COUNTY TRANSPORTATION AUTHORITY
POLICY STATEMENT AND IMPLEMENTING PROCEDURES**

**SUBJECT: CCTA Fixed-Route Bus
Service to Areas Outside
Authority Boundaries**

SECTION NO: 1.00.00

PAGE 2 OF 2

**ORIGINAL EFFECTIVE DATE: 12/19/14
UPDATE DATE: 02/11/19**

where the facility is located cannot be agreed upon. Service will be provided strictly to the educational facility under contract and to no other areas outside the Authority boundaries.

- g. Board approval is required for all service contracts.
2. The CCTA in efforts to review and test future service delivery may want to conduct a pilot program that includes areas outside of current Authority boundaries. The purpose of the pilot is to analyze the demand for service and the operational feasibility of service. Any pilot program will have a specific time period, defined service metrics and will require CCTA Board approval. Areas with existing service at the time of passage of this Policy will not be considered for a pilot program.

POLICY IMPLEMENTATION:

The policy will not be implemented until such time a millage to fund fixed-route bus service is approved and levied.

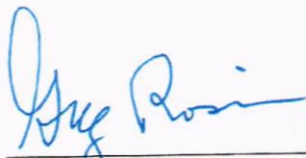
Any service decisions must comply with Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT) requirements, rules and regulations.

Any service decision impacting fixed-route bus service will impact required complimentary para-transit service provided as part of the Metro Connect service. Service decisions need to be coordinated with the Kalamazoo County Transportation Authority (KCTA), since this is the funding agency which provides the local match for Metro Connect.

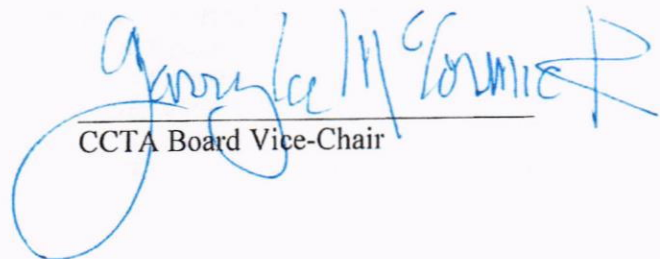
ATTACHMENT:

1. CCTA Service Area Map dated February 11, 2019

APPROVAL:



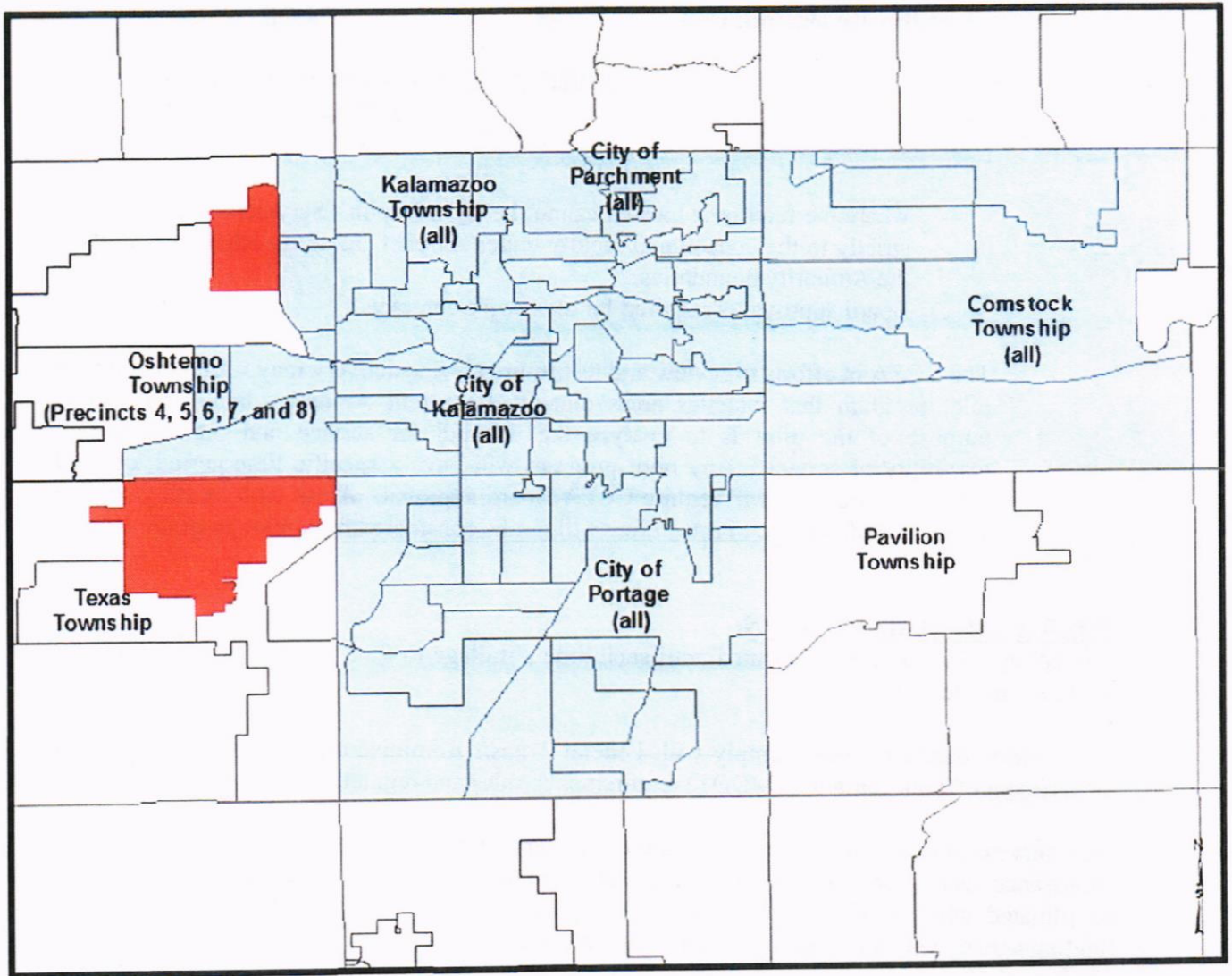
CCTA Board Chair



CCTA Board Vice-Chair

CCTA Service Area Map

Central County Transportation Authority
February 11, 2019



Legend

- Service Agreement Area
- Included in Vote
 - >City of Kalamazoo
 - >City of Parchment
 - >City of Portage (all)
 - >Comstock Township (all)
 - >Kalamazoo Township (all)
 - >Oshtemo Township (partial)
 - Precinct 4
 - Precinct 5
 - Precinct 6
 - Precinct 7
 - Precinct 8
- Not Included in Vote

CCTA

CENTRAL COUNTY
TRANSPORTATION AUTHORITY

Transit Service Agreement

Central County Transportation Authority
("CCTA")
530 North Rose Street
Kalamazoo, Michigan 49007
Attn: Sean McBride, Executive Director

Charter Township of Oshtemo
("Oshtemo Township")
7275 West Main Street
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4. **Loss Payment and Indemnification.**

a. To the extent permitted by law, each party shall defend, indemnify, and hold harmless each other party and its officers, directors, employees, agents, and other affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) arising directly or indirectly from the indemnifying party's breach (or breach by any of the indemnifying party's employees or other agents) of this Agreement, including without limitation all claims relating to the injury or death of any person or damage to any property.

b. **Notice.** A party claiming a loss or right to indemnification must promptly give written notice of that claim to the indemnifying party as soon as reasonably possible. The indemnifying party need not pay any loss to the extent that failure to give prompt notice materially adversely affects its ability to defend against the claim. The indemnifying party has the exclusive right to defend or settle the claim.

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a. **Term.** This Agreement is effective beginning September 1, 2016 and expires on August 31, 2021.

b. **Early Termination.** The City and CCTA may jointly terminate this Agreement before the term expiration date, and Oshtemo Township may do the same, by providing at least 90 days advance written notice of termination to the other parties, subject to the remainder of this subparagraph. If the City or CCTA breaches this Agreement, then the Agreement may be terminated early only if Oshtemo Township agrees. If Oshtemo Township breaches this Agreement, then the Agreement may be terminated early only by the City or CCTA.

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- iii. deemed to have been received upon (i) personal delivery, (ii) one business day after being deposited with Federal Express or another reliable, nationally-recognized overnight courier service for next day delivery or transmission, or (iii) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

8. **Severall Liability.** Oshtemo Township is severally responsible for their obligations under this Agreement.

9. **Assignment.** No party may assign its rights under this Agreement, except that CCTA may assign its rights as part of its transfer of assets under the Comprehensive Transition Agreement.

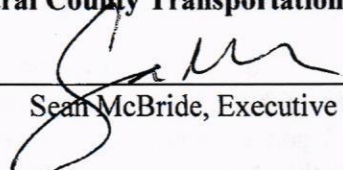
10. **No Waiver.** The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

11. **Entire Understanding; Modification.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to the subject matter of this Agreement.

12. **Severability of Provisions.** Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unenforceable or invalid, the balance of this Agreement shall not be affected and shall remain enforceable.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

Dated: 9/2, 2016

Central County Transportation Authority
By 
Sean McBride, Executive Director

Dated: 9/2, 2016

Oshtemo Township
By 
Its SUPERVISOR

Dated: 9/19, 2016

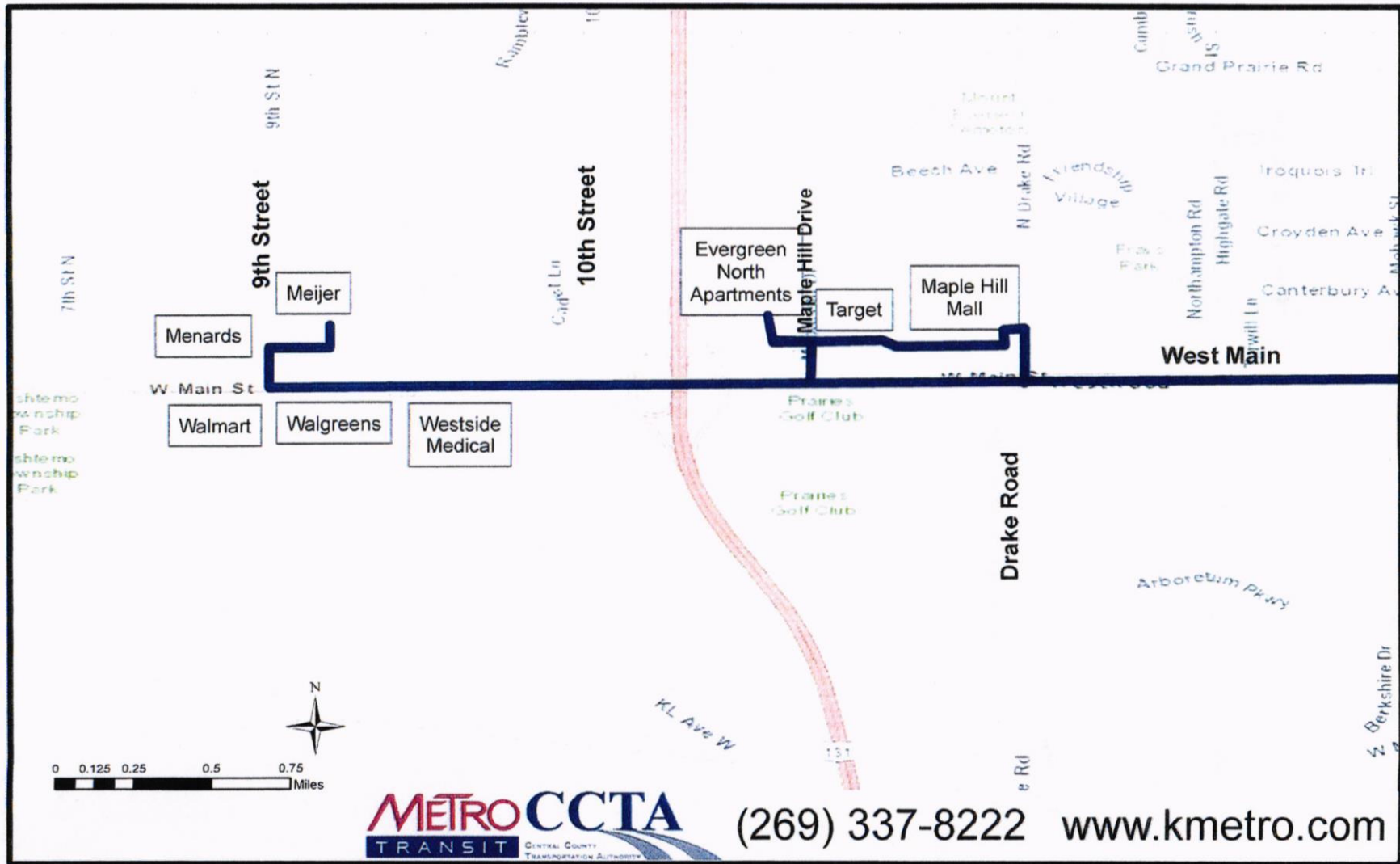
City of Kalamazoo
By [Signature]
Its City Manager

Exhibits

- A. Proposed Fixed-Route Service Map

FORM APPROVED
9-16-16
CTR
CITY ATTORNEY

Route 14 - West Main Route Change - Starting September 6, 2016



EXCERPT:

**THE CHARTER TOWNSHIP OF OSHTEMO
Township Board Meeting
October 14, 2014**

**CENTRAL COUNTY TRANSPORTATION AUTHORITY (CCTA)
ESTABLISH TOWNSHIP BOUNDARIES**

The decision to decide which Township precincts should be included in the proposed CCTA boundaries was before the Board. The CCTA proposal is to include all ten precincts. As discussed at the work session, Clerk Everett provided an overview of the survey sent to all Township residents seeking input on public transportation; approximately 12,000 post cards mailed with 304 survey responses. Supervisor Heiny-Cogswell advised consensus was to vote on each precinct individually; the motion to be acted on will be to opt out as required by State statute.

Supervisor Heiny-Cogswell provided a recap of the discussion from the earlier work session; the survey was a good tool, the western portion of the Township is viewed as rural and the survey responses indicated lack of interest in that area, eastern portion of the Township has users and results included statements of need, the middle area of the Township results not as clear. Comments from staff that public transit is an essential infrastructure, millennials want transportation options; it is an investment in the Township for benefit in the long term. Other board member comments included development of the boundaries should have been phased in, precinct lines are not appropriate boundaries, if a precinct should be divided any millage already being collected would continue for the term of the approved millage, communities pay taxes for other things for the good of the whole, i.e., schools, boundaries should have been based on reasonable access, there has been no plan shared for possible expansion, and no guarantee all areas will receive service.

Other Board member comments included questioning the need, observation of empty buses, survey comments that residents do not want tax increase, data from KCTA indicates ridership has increased over the last few years, some survey responses of those who never use the service recognize the overall benefit, precincts not included now can be opted in later, not opting all in is a disservice, investment needs to be made in the Township for future growth.

- | | |
|---|--------------|
| Motion by Everett, second by Farmer to opt out Precinct #1. | Carried 5-2. |
| Motion by Everett, second by Farmer to opt out Precinct #2. | Carried 5-2. |
| Motion by Culp, second by Everett to opt out Precinct #3. | Carried 4-3. |
| Motion by Everett, second by Heiny-Cogswell to opt out Precinct #4. | Failed 0-7. |
| Motion by Heiny-Cogswell, second by Everett to opt out Precinct #5. | Failed 0-7. |
| Motion by Heiny-Cogswell, second by Everett to opt out Precinct #6. | Failed 1-6. |
| Motion by Culp, second by Everett to opt out Precinct #7. | Failed 0-7. |
| Motion by Everett, second by Culp to opt out Precinct #8. | Failed 0-7. |
| Motion by Heiny-Cogswell, second by Everett to opt out Precinct #9. | Carried 4-3. |
| Motion by Everett, second by Culp to opt out Precinct #10. | Carried 4-3. |

SERVICE AGREEMENT

This agreement, by and between Oshtemo Charter Township, with offices located at 7275 West Main Street, Kalamazoo, Michigan 49009 (the "TOWNSHIP"), and Meijer, Inc., a Michigan corporation, with offices located at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WITNESSETH:

WHEREAS, Meijer desires to continue fixed route service to their Meijer Store #119 – Oshtemo Township, Kalamazoo County, Michigan; and

WHEREAS, the CENTRAL COUNTY TRANSMIT AUTHORITY (the "CCTA") in Kalamazoo County had an established route within Oshtemo Township that provided services to Meijer; and

WHEREAS, the CCTA determined that that route would be terminated effective Sept 6, 2016 and

WHEREAS, the parties understand that, as a result of a discontinuation of service by the CCTA, both parties have mutually agreed to provide financial support for the continuation of that fixed route service.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the TOWNSHIP and Meijer agree as follows:

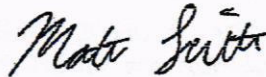
1. That for and in consideration of the TOWNSHIP's contribution and contract with the CCTA to re-establish services described in Section 2 hereof, Meijer will pay to the TOWNSHIP an annual total sum of Twelve Thousand Seven Hundred Fifty-Four Dollars (\$12,754.00).
 - a. A payment of Three Thousand One Hundred Eighty-Eight and 50/100 Dollars (\$3,188.50), billed quarterly, with the first payment being due on December 1, 2016, and in quarterly payments thereafter upon receipt of an invoice from the TOWNSHIP.
2. That in exchange for payment to the TOWNSHIP by Meijer of the sum referred to in Section 1, the TOWNSHIP will provide an annual contribution to the CCTA of \$62,754 to maintain the regular fixed route bus service to Meijer in accordance with the route as agreed upon by the parties as shown on Exhibit A; and
3. That the term of this agreement shall commence December 1, 2016 and terminate November 30, 2017. The term of this agreement shall automatically renew for successive periods of one-year each unless either party gives no less than sixty (60) days' prior written notice to the other party of termination. Notwithstanding the foregoing, either party may

terminate this License at any time by no less than sixty (60) days' prior written notice thereof to the other party.

4. This License shall be interpreted pursuant to the laws of the state of Michigan.

5. This License may be executed in counterpart, and each of the counterparts shall be deemed an original.

Sincerely,
MEIJER



Matt Levitt
Real Estate Manager

ACCEPTED AND ACKNOWLEDGED BY:

LICENSEE:

OSHTEMO CHARTER TOWNSHIP

By: 

Its: SUPERVISOR

MEIJER:

MEIJER, INC.

By: 

Its: VICE PRESIDENT

APPROVED


cc: W. H. Allen Shelden