



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**

**MEETING WILL BE HELD IN PERSON
AT THE OSHTEMO COMMUNITY CENTER
6407 PARKVIEW AVENUE**

**THURSDAY, MARCH 17, 2022
12:00 P.M.**

AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Minutes: January 20, 2022
4. Public Comment on Non-Agenda Items
5. Treasurer's Report:
 - A. January – February 2022 (unaudited)
6. Closed Session – Discussion of a Potential Acquisition/Project
7. Project Updates
 - A. Stadium Drive Sidewalks:
 - i. North Side
 - ii. South Side
 - iii. 2/16 Open House
 - B. Electric Vehicle Charging Station
 - C. VC and Village Form Based Code Amendment
8. Contract Renewal for Landscaping and Maintenance
9. 'Music in the Park' Concert Series, Request for Funds
10. Other Items
11. Announcements and Adjournment

Next Meeting: **May 19, 2022**

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

DRAFT MINUTES OF A MEETING HELD JANUARY 20, 2022

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held their regular meeting at the Oshtemo Community Center, on Thursday, January 20, 2022. The meeting was called to order at approximately 12:00 p.m.

Members Present: Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Rich MacDonald, Dick Skalski, Ryan Wieber, and Ryan Winfield

Members absent: Grant Taylor, Stephen Dallas, and Jack Siegel

Also present: Iris Lubbert, Planning Director, Josh Owens, Assistant Supervisor, and Martha Coash, Recording Secretary

Guests present:
Ryan Russell, Prein & Newhof (by phone), Mrs. Phyllis Lubbert

Agenda

Vice Chair MacDonald asked if there were any corrections or additions to the agenda. Hearing none, he asked for a motion.

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

Election of Officers – Chair, Vice Chair, Treasurer, Secretary, Assistant Treasurer, and Assistant Secretary

The following slate of officers was proposed:

Grant Taylor, Chair
Rich MacDonald, Vice Chair
Themis Corakis, Treasurer
Ryan Winfield, Secretary
Iris Lubbert, Assistant Treasurer
Martha Coash, Assistant Secretary

Mr. Winfield made a motion to elect the slate of officers as proposed. Ms. Heiny-Cogswell seconded the motion. The motion carried unanimously.

Approval of Minutes: November 18, 2021

Vice Chair MacDonald asked if there were additions or corrections to the Minutes of November 18, 2021.

Mr. Corakis asked that paragraph five on page three of the minutes be corrected as follows:

~~He~~ *The Chair* suggested staying with the Township. ~~noting~~ *Mr. Corakis noted* people have been upset with the sidewalk installation and that the removal needs to be done in a timely manner.

Ms. Lubbert suggested that Mr. Corakis keep an eye on the snow removal and report back with any issues or concerns."

Mr. Skalski made a motion to approve the Minutes of the Meeting of November 18, 2021, with the correction as suggested by Mr. Corakis. Mr. Wieber seconded the motion. The motion carried unanimously.

Treasurer's Report: November - December 2021 (unaudited)

Ms. Lubbert presented the Treasurer's Report for November - December 2021, (unaudited) noting all tax revenues, totaling \$217,957.50, have been collected for the year and \$306.40 in interest was collected; \$882.70 in interest was earned in 2021.

Expenditures from this cycle totaled \$270,586.66. Payments included general operating expenditures, the first payment for the Zoning Amendment project, Stadium Drive shared use path work, and landscaping fees.

She noted the following projects within the Treasurer's Report were not completed in 2021 and would require a budget amendment for work to be continued into 2022: Zoning Amendment, \$12,500, Stadium Drive Shared Use Path, \$681,436 and Car Charging Station, \$20,000.

Mr. Wieber made a motion to accept the Treasurer's Report for November – December 2021, as presented. Mr. Winfield seconded the motion. The motion carried unanimously.

Mr. Skalski made a motion to approve the three budget amendments: Zoning Amendment, **\$12,500**, Stadium Drive Shared Use Path, **\$681,436** and Car Charging Station, **\$20,000**. Mr. Winfield seconded the motion. The motion carried unanimously.

POTENTIAL PROJECT: NEW ROAD CONSTRUCTION

Ms. Lubbert and Ryan Russell with Prein&Newhof indicated they wished to present a potential road construction project that would involve property acquisition.

Mr. Skalski made a motion to move to closed session to discuss the possible acquisition of property for potential road construction. Mr. Wieber seconded the motion. The motion carried unanimously by roll call vote.

The meeting moved to closed session at 12:22 p.m.

Mr. Wieber made a motion to return to open session. Mr. Skalski seconded the motion. The motion carried unanimously.

The meeting returned to open session at 1:02 p.m.

Mr. Wieber made a motion to direct the real estate subcommittee to proceed as discussed in closed session. Mr. Skalski seconded the motion. The motion carried unanimously.

PROJECT UPDATES:

Stadium Drive Sidewalks

Mr. Russell provided an update on both the north and south sides of this project.

North: He indicated work on the north side will not resume until spring, when the area from 9th Street to Andover will be completed. The work is expected to take about six weeks. Supply chain problems have held up delivery of the fence railings for the church ramp which should also be completed in the spring.

Mr. Corakis asked about compaction of dirt that was not done. Mr. Russell said it would be allowed to settle over the winter and compaction tests would be done in the spring for proper compaction.

Mr. Corakis also noted there are tire tracks across the new concrete at Erbelli's.

Mr. Russell said the area had been barricaded properly but someone violated the cones/tape barriers. The area will be evaluated in the spring. If the problem turns out to be only aesthetics, the DDA would need to pay to re-do if desired. The cost would be minimal. He will discuss the situation with the contractor in the spring and have them go ahead to repair the concrete.

South: The survey is complete and design work has begun. The big issue is the utilities and utility poles just east of Parkview. He will work with Consumers Energy regarding moving the wires and possibly one pole. A small portion of a retaining wall, some landscaping and a sign in the right of way will need to be addressed. The retaining wall material will be block similar to what was used along Drake Road.

Ms. Lubbert indicated a public open house needed to be scheduled for general purposes and to feature the Stadium Drive south side project.

Mr. MacDonald made a motion to set a public open house for general purposes and featuring the Stadium Drive south side project for February 16 from 3-5 p.m. at the Community Center. Mr. Skalski seconded the motion. The motion carried unanimously.

It was agreed that, if necessary, the open house could be moved to a virtual meeting. The open house will be published on the website, and shared in various other ways including a mailed notice to owners on the south side of Stadium Drive.

Electric Vehicle Charging Stations

Mr. Josh Owens, Oshtemo Assistant Supervisor and consultant for this project, told the group the station is in place and the electricity is hooked up. Hayes Automotive will connect at their end within a day or so. At that point the station will be live. He will submit an invoice to pay for the station.

Ms. Lubbert indicated the station will be publicized in the Township newsletter, will be included in the open house, advertised in social media, and in a press release to news stations.

Mr. Corakis suggested adding a light in that area, which will be considered.

Ms. Lubbert recommended the DDA donate the charging station to Oshtemo Township, which would assume responsibility for the insurance and maintenance. She provided the draft of a letter for Chairperson Taylor to sign and to be presented at the February 8 meeting of the Township Board.

Mr. Winfield made a motion to donate the Vehicle Charging Station to Oshtemo Township and to approve the proposed letter of donation as presented to be signed by Chairperson Taylor. Mr. Cekola seconded the motion. The motion carried unanimously.

VC and Village Form Based Code Amendment

Vice Chair MacDonald provided an update from the subcommittee, noting they had met several times and were working through the details of the amendment language.

Contract Renewal for DDA Seasonal Banners

Ms. Lubbert said in order to continue services with SignArt to store and rotate the DDA's seasonal banners, a new contract needs to be entered into for 2022. The proposed contract is the same as it has been in previous years: \$380 per banner swap for an annual total amount of \$1,520.

Vice Chair MacDonald made a **motion** to continue the contract with SignArt for seasonal banner swap at the same cost of \$380 per swap, for an annual cost in 2022 of \$1520. Mr. Corakis **seconded the motion**. The **motion carried unanimously**.

Mr. Corakis asked that SignArt be requested to provide an annual proposed contract for banner swapping services prior to the DDA's December meeting so it can be addressed more efficiently.

Other Board Items/Updates

Mr. Corakis reported problems with timely/lack of snow removal on the new sidewalk on the north side of Stadium Drive.

Ms. Heiny-Cogswell said she spoke with Mr. Everett about this problem, who acknowledged the intent is to have plowing completed within 48 hours of a snow event and that he agreed the recent oversight was not acceptable. She asked Mr. Corakis to contact Mr. Everett directly if there are problems in the future.

Public Comment

Mrs. Phyllis Lubbert commented that she was excited to see what the proposed new road construction project would be. She noted that there are a number of safety issues with the current network.

Announcements and Adjournment

As there were no announcements, Chairperson Taylor adjourned the meeting at approximately 1:45 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: January 22, 2021

Minutes Approved:

March 10, 2022



To: DDA Board

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

Re: January – February 2022 Treasurer’s Report

Attached you will find the Treasurer’s Report for January – February 2022, unaudited.

No tax revenues have been reported yet for this year. \$14.79 in interest was collected this cycle.

Expenditures from this cycle total \$13,783.66. Payments included general operating expenditures, the second payment for the zoning amendment project, payment for the installation of the electric car charging station, and a banner swap.

Attachments: January – February 2022 Treasurer’s Report
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report January - February 2022
Unaudited

REVENUES	2022 Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$463,019.00	\$0.00	\$463,019.00	\$463,019.00
Property Tax Revenue	\$200,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$0.00	\$14.79	\$14.79
Loans/Grants	\$600,000.00	\$0.00	\$0.00	\$0.00
Oshtemo Township - Southern Sidewalk Install	\$600,000.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$1,264,019.00	\$0.00	\$463,033.79	\$463,033.79

EXPENDITURES	2022 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance	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	\$31,908.00	\$0.00	\$1,906.25	\$1,906.25	\$30,001.75	5.97%
Assistance with new projects	\$20,000.00	\$0.00	\$300.00	\$300.00	\$20,000.00	0.00%
Zoning Amendment	\$11,908.00	\$0.00	\$1,606.25	\$1,606.25	\$11,908.00	0.00%
Accounting & Auditing Fees	\$2,000.00	\$0.00	\$300.00	\$300.00	\$1,700.00	15.00%
Legal Fees	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$0.00	\$51.78	\$51.78	\$1,148.22	4.32%
Electric	\$600.00	\$0.00	\$116.63	\$116.63	\$483.37	19.44%
Outdoor Decorations	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Repairs & Maintenance	\$17,500.00	\$0.00	\$380.00	\$380.00	\$17,120.00	2.17%
Stadium Drive snow removal	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Banner rotation/storage/maintenance	\$2,000.00	\$0.00	\$380.00	\$380.00	\$1,620.00	19.00%
Lawn care and maintenance	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0.00%
Millard's Way snow removal	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Capital Outlay/Obligated Projects	\$1,146,111.00	\$0.00	\$11,029.00	\$11,029.00	\$1,135,082.00	0.96%
Stadium Drive Shared Use Path - North Side	\$231,111.00	\$0.00	\$0.00	\$0.00	\$231,111.00	0.00%
Stadium Drive Shared Use Path - South Side	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	0.00%
Loan Repayment	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.00%
9th Street Sidewalk	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
Façade grant program	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Car Charging Station	\$20,000.00	\$0.00	\$11,029.00	\$11,029.00	\$8,971.00	55.15%
OCC Wifi	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
TOTAL EXPENDITURES	\$1,210,569.00	\$0.00	\$13,783.66	\$13,783.66	\$1,196,785.34	1.14%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$449,250.13
FUND EQUITY	\$175,909.18
TOTAL CASH BALANCE	\$625,159.31



INVOICE

Quote for EV Charging Equipment

HAGE AUTOMOTIVE
2475 W GRAND BLVD
DETROIT, Michigan 48208
United States

Phone: 313-262-6722
Mobile: 313-209-1261
www.hageauto.com

BILL TO
Oshtemo Charter Township
Josh Owens
7275 W. Main Street
Kalamazoo, Michigan 49009
United States

jowens@oshtemo.org

Invoice Number: 192

Invoice Date: January 17, 2022

Payment Due: January 31, 2022

Amount Due (USD): \$11,029.00

[Pay Securely Online](#)

Items	Quantity	Price	Amount
JuiceBox Pro 40C JuiceBox Pro 40C Hardwired (includes 3-year warranty) - 9.6 kWh power output	2	\$1,280.00	\$2,560.00
JuicePedestal JuicePedestal with Retractable Cables	1	\$1,799.00	\$1,799.00
JuiceNet Enterprise Subscription 3-year subscription to JuiceNet Enterprise Management Software	2	\$360.00	\$720.00
Shipping - JuicePedestal JuicePedestal Shipping	1	\$250.00	\$250.00
EV Charger Commissioning Level 2 Pedestal Commissioning: Set up JuiceNet Enterprise Account, commission EV chargers, establish rates and set up payment method for site host, test chargers and ensure ready for public use	1	\$200.00	\$200.00
Installation (JuicePedestal) Furnish and install 2 50amp Square D breakers in current 200amp electrical panel in maintenance building. From panel, run surface mounted conduit to desired wall and bore through to outside. Once outside, trench over to desired charger location and run underground conduit and wiring at charger location, install cement slab in grass area to mount charger pedestal on between the two selected parking spots. Install pedestal and hardwire chargers and rebury trench. Call MS DIG to mark underground utilities prior to start.	1	\$5,500.00	\$5,500.00



INVOICE

Quote for EV Charging Equipment

HAGE AUTOMOTIVE
2475 W GRAND BLVD
DETROIT, Michigan 48208
United States

Phone: 313-262-6722
Mobile: 313-209-1261
www.hageauto.com

Total: \$11,029.00

Amount Due (USD): \$11,029.00

Pay Securely Online



link.waveapps.com/u8tve3-sftz2f

Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

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

Invoice

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

Invoice number 65929
Date 02/07/2022

Project 2220136 GENERAL ENGINEERING 2022
- OSHTEMO TWP.

BILLING PERIOD: 1/01/22 TO 1/29/22

PROFESSIONAL SERVICES RELATED TO
PRELIMINARY REVIEW, DISCUSSIONS AND
COST ESTIMATES REGARDING ATLANTIC
AVE REALIGNMENT PROJECT (\$600) AND
CIC MEETING (\$232)

SENIOR PROJECT MANAGER II
ENGINEER II

	Hours	Rate	Billed Amount
	1.50	168.00	252.00
	5.00	116.00	580.00
subtotal	6.50		832.00

Invoice total **832.00**

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

SiegfriedCrandallPC

Certified Public Accountants & Advisors

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

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

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

Invoice Number: 107824
Client ID: 6870

Date: 01/31/2022
Payable upon receipt

Professional services during the month of January 2022, which included the following:
W2 and 1099 forms
Josh - accounting assistance (28.50 hours @ \$210)
A. Knafel - assistance with W2s and 1099s (21.25 hours @ \$140)
Less: discount

228.50 General Fund
5,985.00 Pay of
2,975.00 Feb.
(160.00) Invoice
Per
Elmira

Breakdown by fund:

101 - \$6,400 14468
107 - 300 14464
206 - 300 14465
207 - 300 14460
211 - 300 14465
249 - 300 14461
490 - 300 14459
491 - 300 14459
900 - 300 14463

\$8,800
=====

New Charges: ⁸⁸⁰⁰ ~~\$9,028.50~~
Plus Prior Balance: \$0.00
New Balance: \$9,028.50
\$ 8800.00

01/31/2022	12/31/2021	11/30/2021	10/31/2021	09/30/2021+
9,028.50	0.00	0.00	0.00	0.00

Unpaid balances after 60 days subject to interest at 1% per month, minimum of \$1.00



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

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

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

INVOICE 009299
 Invoice Date 1/27/2022
 Sales Order 0008736
 Quotation # 0011450
 Customer PO -
 Customer ID OT04
 Salesperson Steve VanderSloot

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

ATTENTION

CONTACT IRIS LUBBERT

Item	Qty	UM	Description of Work	Price	Extension
001	1.00	EA	BANNER SWAP - 1 (JAN)	\$380.00	\$380.00
Using one (1) man and 30' bucket truck, removed from SignArt inventory and reinstalled customer provided 2'6" x 5'0" banners. Swapped out existing banners located on various utility poles in the village district. Returned existing banners to SignArt inventory.					

SignArt, Inc. Is An Equal Opportunity Employer

* indicates a taxed item

AMOUNT DUE UPON RECEIPT

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

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

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

Total Amount: \$380.00



City of Kalamazoo
Treasurer's Office
241 W. South Street
Kalamazoo, MI 49007-4750
269-337-8000

City of Kalamazoo Utility Bill

Account Number:	SDK00652002	Bill Date:	02/07/2022
Unique ID:	163648	Due Date:	02/28/2022
Customer Name:	OSHTEMO TOWNSHIP		
Service Address:	6520 STADIUM DR	Cycle:	3C

Special Message:
THE 2020 WATER QUALITY REPORT CAN BE FOUND AT
WWW.KALAMAZOOCITY.ORG/WATERQUALITY.
YOU CAN REQUEST A HARD COPY OF THE REPORT BY CALLING 311 OR
(269) 337-8000.

02701

OSHTEMO TOWNSHIP

7275 W MAIN ST
KALAMAZOO, MI 49009-9334

Prior Balance	\$414.29
Paid Since Last Bill	\$(414.29)
Adjustments	\$0.00
Penalties	\$0.00
PAST DUE BALANCE	\$0.00

Office Open:
Monday - Friday
8:00 am - 4:30 pm

Email Address:
utilities@kalamazoo.org

Visit our website:
www.kalamazoo.org

Meter #	Prev Date	Curr Date	Previous Reading	Current Reading	Usage
1566502634	11/02/21	02/03/22	355	355	0
-	-	-	-	-	-

Service	Usage	Charges
OSH-SURCHARGE-WATER		\$1.99
WATER OMR QT OS 1"		\$49.79

Please see reverse side for additional information.

PO # 14680

TOTAL CURRENT CHARGES	\$51.78
BALANCE FORWARD	\$0.00
TOTAL AMOUNT DUE	\$51.78

Total due if after due date: \$54.27

Any payments applied after 02/07/2022 are not included

IF PAST DUE IS NOT PAID WITHIN 15 DAYS, SERVICE WILL BE DISCONNECTED. NO FURTHER NOTICE WILL BE MAILED.

DUE DATE APPLIES TO NEW CHARGES ONLY. A LATE CHARGE OF 6% WILL APPLY IF PAYMENT IS NOT RECEIVED BY DUE DATE.

Return Lower Portion With Your Payment, Retain Upper Portion For Your Records.

PAY YOUR BILL ONLINE AT WWW.KALAMAZOOCITY.ORG

Cycle: 3C					
ACCOUNT NUMBER	BILL DATE	DUE DATE			
SDK00652002	02/07/2022	02/28/2022			
TOTAL CURRENT CHARGES	PAST DUE BALANCE	TOTAL AMOUNT DUE			
\$51.78	\$0.00	\$51.78			

Please Check This Box If Completing Back of Coupon.



REMIT TO ----> CITY OF KALAMAZOO TREASURER
241 W. SOUTH ST
KALAMAZOO, MI 49007-4750

OSHTEMO TOWNSHIP

7275 W MAIN ST
KALAMAZOO, MI 49009-9334



0000000000000000SDK00652002U000000051



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For City Information Visit: www.kalamazoo-city.org

To authorize Direct Debit, complete the information below, attach your voided check and return it to us. Allow 4-6 weeks for your application to be processed. Continue to pay your bill by check until you see a message on your bill stating your bank account will be debited for payment. If completing the application below, please check the box on the front of the payment coupon.

City of Kalamazoo Utility Debit Billing Authorization

I hereby authorize the City of Kalamazoo to initiate utility bill payment deductions from my checking account on the **attached VOIDED check**. I understand the payment will be initiated approximately on the bill due date (15 days after the bill date). If the due date does not fall on a business day, the charge will be initiated on the first business day following the due date. This authorization is to remain in full force and effect until the City of Kalamazoo and my financial institution has received written notification of its termination in such time and in such manner as to afford both the City and my financial institution a reasonable opportunity (estimated to be 30 days) to act upon such termination. I understand it is my responsibility to ensure there are sufficient funds in the account at all times to make the required payments.

Print Name _____

Utility Account Number _____
(See front of statement for your account number.)

Service Address _____

Phone Number _____

Email Address _____

Mobile Number _____

Signature _____

Date _____

Signature _____

Date _____

Note: If joint account, both parties must sign.

METHODS OF PAYMENT

Direct Debit: See information above to enroll

Pay Online by Credit Card or e-Check: Access options with your utility account number located on the front of your bill at www.kalamazoo-city.org

Pay by Phone: By calling Point & Pay at 866-273-5523

A convenience fee will be collected by Point & Pay for the use of a debit card, credit card or e-Check.

Payments by Mail: Kalamazoo City Treasurer 241 W. South Street Kalamazoo, MI 49007-4750

Drop Box: Available at the front of City Hall on the west side of the door.

In Person: City Hall, 241 W. South Street, Monday through Friday, 8:00 AM - 4:30 PM

Online Payment with Your Bank: Allow 5-7 business days for us to receive the payment.

CUSTOMER INQUIRIES: Water, Sewer and Solid Waste Customer Service - (269) 337-8036

PLEASE CONSERVE WATER - Every drop counts at Kalamazoo!

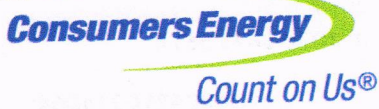
For more information about water use and water conservation, please visit the City's website at www.kalamazoo-city.org

CITY OF KALAMAZOO TREASURER
241 W. SOUTH ST
KALAMAZOO, MI 49007-4750

CITY OF KALAMAZOO TREASURER
241 W. SOUTH ST
KALAMAZOO, MI 49007-4750

14499 elec

Account: 1030 3845 5574



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

Amount Due: **\$47.77**
Please pay by: **March 03, 2022**

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

▶ **Thank You** - We received your last payment of **\$68.86** on **February 03, 2022**

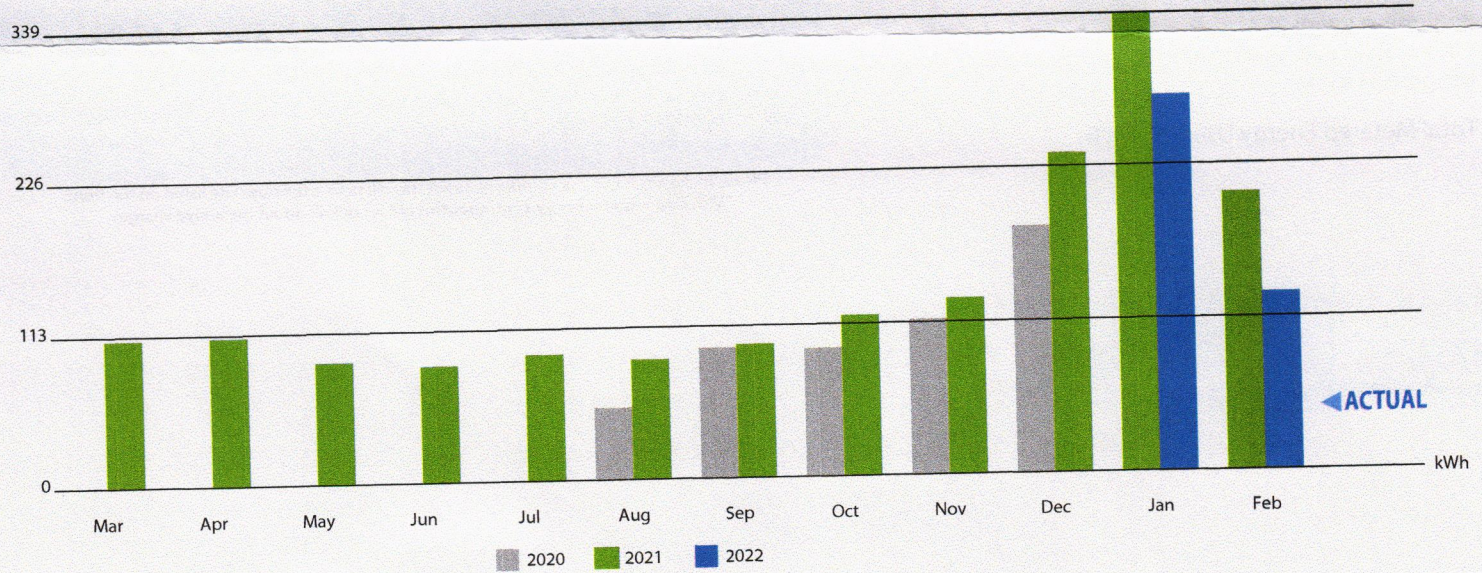
▶ **Service Address:**
6520 STADIUM DR
KALAMAZOO MI 49009-2018



February Energy Bill

Service dates: January 11, 2022 - February 08, 2022 (29 days)

Total Electric Use (kWh - kilowatt-hour)



February Electric Use

131 kWh
February 2021 use: 205 kWh

Cost per day: **\$1.65**

kWh per day: **5**

Prior 12 months electric use: **1,575 kWh**

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



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

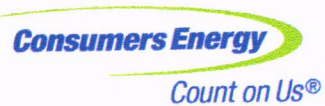


If you smell natural gas.
If the "rotten egg" odor of gas is apparent, call from a safe location.



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

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



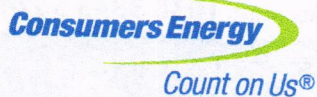
You can pay your bill by mail, by phone or online
See reverse side for more information

Account: **1030 3845 5574**

Service Address:
OSHTEMO TOWNSHIP
6520 STADIUM DR
KALAMAZOO MI 49009-2018

PAYMENT CENTER
PO BOX 740309
CINCINNATI OH 45274-0309

Amount Due: **\$47.77**
Please pay by: **March 03, 2022**
Enclosed: **47.77**



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

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

Account Information

Bill Month: February
Service dates: 01/11/2022 - 02/08/2022
Days Billed: 29
Portion: 12 02/22

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 03/10/2022

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 000003870323
Beginning Read Date: 01-11
Ending Read Date: 02-08
Beginning Read: 2531
Ending Read: 2662 (Actual)
Usage: 131 kWh

Total Metered Energy Use: 131 kWh

February Energy Bill

Invoice: 204210934664

Account Summary

Last Month's Account Balance	\$68.86
Payment on February 03, 2022	<u>\$68.86-</u>
Balance Forward	\$0.00

Payments applied after Feb 09, 2022 are not included.

Electric Charges

Energy	131@ 0.091332	\$11.96
PSCR	131@ 0.001760	\$0.23
System Access		\$28.49
Distribution	131@ 0.046168	\$6.05
FCM Incentive	131@ 0.000098	\$0.01
Power Plant Securitization	131@ 0.001256	\$0.16
Low-Income Assist Fund		<u>\$0.87</u>
Total Electric		\$47.77

Total Energy Charges **\$47.77**

Amount Due: \$47.77
by March 03, 2022

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

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

NEWS AND INFORMATION

Please see the insert for details on the environmental characteristics of electricity delivered to customers.

For service on and after Jan. 1, your bill includes the U-20963 electric rate adjustment. The Michigan Public Service Commission approved the adjustment Dec. 22, 2021. Learn more about electric

rate plans and options at www.ConsumersEnergy.com/ratesbiz.

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

Ways to pay your energy bill:



Auto-pay
Checking or savings

Auto-pay
Discover® MasterCard®
or Visa®
(Eligibility varies)



eLockbox
via ACH

Secure electronic
payment with
emailed remittance



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
or Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
or Visa® or eCheck



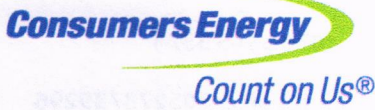
By mail
Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order

Varies by authorized
payment location
Fee may apply



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

Amount Due: **\$68.86**

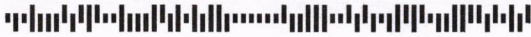
Please pay by: **February 02, 2022**

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

*Req 14823
14649*

▶ **Thank You** - We received your last payment of **\$64.02** on **January 06, 2022**

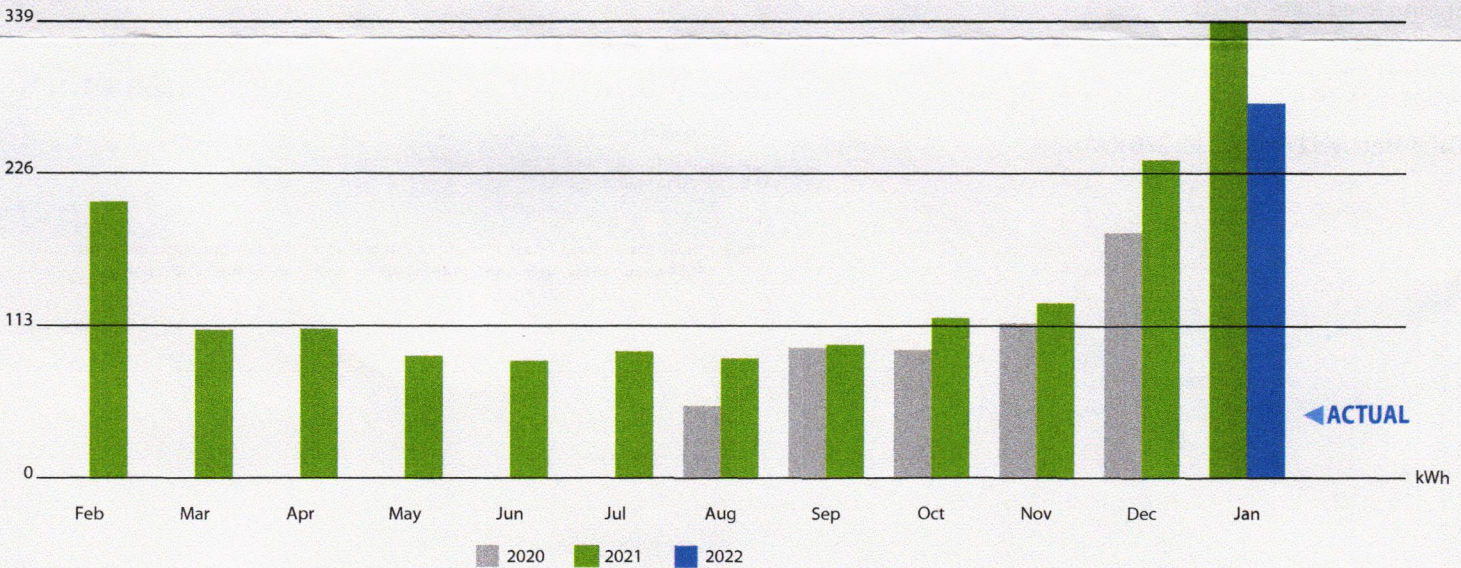
▶ **Service Address:**
6520 STADIUM DR
KALAMAZOO MI 49009-2018



January Energy Bill

Service dates: December 10, 2021 - January 10, 2022 (32 days)

Total Electric Use (kWh - kilowatt-hour)



January Electric Use

278 kWh
January 2021 use: 339 kWh

Cost per day:

\$2.15

kWh per day:

9

Prior 12 months electric use:

1,649 kWh

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



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



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



Save Energy and Money This Winter

We all know just how unpredictable Michigan weather can be. Temperature swings can impact your monthly bill. Manage your energy use with energy saving tips and rebates.

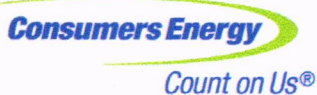


Did You Know? Higher energy bills may be caused by extensive cold snaps, expanded shifts or a larger facility.

Learn more at

www.ConsumersEnergy.com/startsaving

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



You can pay your bill by mail, by phone or online
See reverse side for more information

Account: **1030 3845 5574**

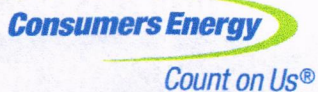
Service Address:
OSHTEMO TOWNSHIP
6520 STADIUM DR
KALAMAZOO MI 49009-2018

PAYMENT CENTER
PO BOX 740309
CINCINNATI OH 45274-0309

Amount Due: **\$68.86**

Please pay by: **February 02, 2022**

Enclosed: *68.86*



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

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

Account Information

Bill Month: January
Service dates: 12/10/2021 - 01/10/2022
Days Billed: 32
Portion: 12 01/22

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 02/08/2022

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 000003870323
Beginning Read Date: 12-10
Ending Read Date: 01-10
Beginning Read: 2253
Ending Read: 2531 (Actual)
Usage: 278 kWh

Total Metered Energy Use: 278 kWh

January Energy Bill

Invoice: 205278739296

Account Summary

Last Month's Account Balance \$64.02
Payment on January 06, 2022 \$64.02-

Balance Forward \$0.00

Payments applied after Jan 11, 2022 are not included.

Electric Charges

Energy	191@ 0.091224	\$17.42
Energy	87@ 0.091332	\$7.95
PSCR	278@ 0.001770	\$0.49
System Access		\$28.49
U20697 Deferral Surcharge	191@ 0.000555	\$0.11
Distribution	191@ 0.047786	\$9.13
Distribution	87@ 0.046168	\$4.02
FCM Incentive	278@ 0.000098	\$0.03
Power Plant Securitization	278@ 0.001256	\$0.35
Low-Income Assist Fund		<u>\$0.87</u>

Total Electric \$68.86

Total Energy Charges \$68.86

Amount Due: \$68.86
by February 02, 2022

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

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

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

Ways to pay your energy bill:

 Auto-pay Checking or savings Auto-pay Discover® MasterCard® or Visa® (Eligibility varies)	 eLockbox via ACH Secure electronic payment with emailed remittance	 Same-day payment ConsumersEnergy.com Discover® MasterCard® Visa® or eCheck	 Same-day payment 866-329-9593 Discover® MasterCard® Visa® or eCheck	 By mail Check, money order Consumers Energy Payment Center P.O. Box 740309 Cincinnati, OH 45274-0309	 In person Cash, check, card or money order Varies by authorized payment location Fee may apply
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For more information, visit ConsumersEnergy.com/waystopay



March 10, 2022

To: DDA Board

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

Re: Project Update: Stadium Drive Sidewalks

Ryan Russell with Prein&Newhof will provide an update to the DDA Board on both the north and south side of this project at their regular March 17th meeting.



March 10, 2022

To: DDA Board

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

Re: Project Update: Electric Vehicle Charging Station

Iris Lubbert will provide an update to the DDA Board on this project at their regular March 17th meeting.



March 10, 2022

To: DDA Board

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

Re: Project Update: VC and Village Form Based Code Amendment

Wade Trim, per contract with the DDA, is underway drafting amendments to both the VC zoning district and Village Form Based Code. The subcommittee will provide an update to the DDA Board at their regular March 17th meeting.



March 10, 2021

To: DDA Board

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

Re: 2022 Landscaping and Lawn Maintenance quote

S&T Lawn Service has provided a quote to renew their contract with the DDA Board for the landscaping and lawn care of the Parkview Hall, Millards Way, and the Village Corner Plaza. It should be noted that due to higher operating costs, S&T Lawn Service has increased their prices. A cost breakdown/comparison is provided below.

	2021 Costs Per Month	2022 Cost Per Month
Village Corner Plaza	\$605.00	\$654.00
Millards Way	\$564.00	\$610.00
Parkview Hall	\$304.30	\$330.00
Total	\$1,473.30	\$1,594.00

Services would be provided from April 1st to November 30, 2022 (8 months of service). This raises the annual cost from \$11,786.40 to \$12,752.00. The DDA currently has \$12,500 budgeted for lawn care and maintenance; a budget amendment would be needed. The DDA Board is asked to consider approving the proposal.

Attachments: Letter from S&T
Quotes for the three properties



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

February 20, 2021

Re: *Lawn Maintenance Proposal*

I would like to take the opportunity of introducing myself as the new Maintenance Manager at S&T Lawn Service Inc. One of our goals this year is to provide a quality and superior service to each and every one of our customers. When you do business with us, not only do we want to give you the experience you expected, but we pride ourselves on going above and beyond.

After reviewing our operating costs for 2021 - Regrettably, we've made the decision to increase our prices on lawn maintenance, due to a substantial rise in fuel, equipment, and labor costs. This change will go into effect for 2022 monthly maintenance contracts. We appreciate you as a customer and are grateful for the business you do with us.

Enclosed is the lawn maintenance proposal for the upcoming 2022 season. Upon approval, please sign, date, and return the original proposal to us by March 14th, 2022. Please retain a copy for your files.

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

Sincerely,
Brandon Medina

Brandon Medina

Maintenance Manager



Professional Service Since 1980





THE STATE OF MICHIGAN
DEPARTMENT OF TREASURY
TREASURY

STATE OF MICHIGAN

STATE OF MICHIGAN
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DEPARTMENT OF TREASURY
TREASURY





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

LAWN MAINTENANCE PROPOSAL

Property Name Oshtemo Charter Township	Property Address Village Corner Plaza	Date February 20, 2022
Contact Person Iris Lubbert - 7275 W. Main Street Kalamazoo, MI 49009	Fax:	Effective Dates April 1, 2022- November 30, 2022

Lawn Maintenance

Additional Services

	Price	Per
Mowing & Trimming	\$ 654.00	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	Included	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.

Signature: _____

Date: _____



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

LAWN MAINTENANCE PROPOSAL

Property Name Oshtemo Charter Township	Property Address Millards Way	Date February 20, 2022
Contact Person Iris Lubbert - 7275 W. Main Street Kalamazoo, MI 49009	Fax:	Effective Dates April 1, 22022 November 30, 2022

Lawn Maintenance	Additional Services
-------------------------	----------------------------

	Price	Per
Mowing & Trimming	n/a	
Monthly Service	\$ 610.00	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	n/a	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.

Signature: _____

Date: _____



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

LAWN MAINTENANCE PROPOSAL

Property Name Oshtemo Charter Township	Property Address Parkview Hall	Date February 20, 2022
Contact Person Iris Lubbert - 7275 W. Main Street Kalamazoo, MI 49009	Fax:	Effective Dates April 1, 2022- November 30, 2022

Lawn Maintenance	Additional Services
-------------------------	----------------------------

	Price	Per	EXTRAS	Price	Per
Mowing & Trimming	\$ 330.00	Month	Mulching of all beds & tree rings	Included	Spring
Blowing of Walks/Lots & Debris Removal	n/a		Planting and Maintenance of Annual Beds	Included	Spring & Fall
Weeding of Stone/Bark Areas	Included				

Fertilizing/Weed Control	Included	Per Application - 5 Total: Fertilizer (4), broadleaf weed control & crabgrass preventer (1)	Edging	n/a	Monthly
Tree and Shrub Fertilizing	n/a		Pruning	n/a	2 Times/year

Spring Clean Up	Included	Once in spring	Brush Hog Service	n/a	Hour
Fall Clean Up	Included	Twice in fall	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

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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.

Signature: _____

Date: _____



Memorandum

Date: February 24, 2022
To: Oshtemo Downtown Development Authority
From: Karen High, Parks Director
Subject: Update on 2021 restaurant gift card raffle at 'Music in the Park' concert series, request for funds to continue raffle in 2022

In 2021, the DDA sponsored a restaurant gift card raffle during the outdoor concerts at Flesher Field. The idea for the raffle came about as a way to support local restaurants impacted by the pandemic. It turned out to be very popular with attendees. People loved it! It added a new element of fun and audience participation during the event. It also allowed us to promote our local restaurants and raised nearly \$600 for accessible playground improvements. Thank you for your support!

Oshtemo Friends of the Parks (OFP) would like to host a restaurant gift card raffle again this summer at 'Music in the Park'. ***We are again seeking DDA support in the amount of \$300 to offset the cost.*** This would cover the cost of nine gift cards at \$25 each (\$225) plus \$75 for signs and raffle tickets.

The raffle will be conducted according to rules from the Michigan Lottery Charitable Gaming Division. Our volunteers will purchase \$25 gift cards from each of the nine restaurants located within the DDA boundaries. Three gift cards will be raffled at each of the three outdoor concerts. Raffle ticket cost will again be \$1 per ticket or 6 tickets for \$5. All ticket sales will occur during the event (no advance sales). All prizes will be distributed during the event (must be present to win). Restaurants will be invited to have menus, coupons, etc. available for concert attendees to pick up from the OFP display table during each concert. Proceeds from the raffle will go to support Oshtemo parks.

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