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www.oshtemo.org

DOWNTOWN DEVELOPMENT AUTHORITY
Board of Directors - Regular Meeting

Oshtemo Community Center
6407 Parkview Avenue

July 21, 2016
12:00 p.m.

AGENDA

1. Call to Order

2. Approval of Agenda

3. Approval of Minutes: June 9, 2016 Special Meeting

4. Treasurer's Report:
   a. May - June, 2016 (unaudited)

5. Streetscape Update:
   a. Car Wash Property
   b. 9th Street Safe Routes to School Proposal

6. Village Form-Based Code Overlay Zone:
   a. Architectural Requirements

7. Prioritization of Projects

8. 2017 Draft Budget Discussion

9. Any Other Business

10. Announcements and Adjournment

Next Meeting **Thursday, September 15, 2016**

OSHTEMO CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS

MINUTES OF SPECIAL MEETING HELD JUNE 9, 2016

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a special meeting meeting on Thursday, June 9, 2016. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview Avenue.

Members present: Grant Taylor, Chair, Jay Brown, Shelly Corakis, Libby Heiny-Cogswell, Maria Dacoba, Rich MacDonald, Terry Schley, Richard Skalski and Jack Siegel.

Members absent: Bruce Betzler, Stephen Dallas, Glenn Steeg, and Mike Lutke.

Also present: Julie Johnston, Oshtemo Township Planning Director

Approve of Agenda

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

Approval of Minutes

Chairperson Taylor asked if there were any additions or corrections to the minutes of March 17, 2016.

Ms. Corakis indicated that her last name was spelled incorrectly.

Hearing no further additions or corrections, the Chair asked for a motion to approve the three sets of minutes.

Mr. Schley moved to approve the Minutes of the Regular Meeting of March 17, 2016 with the proposed corrections. Mr. Skalski supported the motion. The motion carried unanimously.

Treasurer's Report

Chairperson Taylor asked for an overview of the Treasurer's Report. Ms. Johnston gave on overview of the report, stating that tax revenue for 2016 had been collected and that revenues were higher than expected. The budget for 2016 was $78,000 and the DDA actually accrued $119,768 in tax revenues.

Ms. Johnston stated that some minor invoices were paid during this period, which totaled approximately $3,000.

Mr. Schley requested that the two line items under the capital outlay section of the budget, corner site improvements and streetscape elements at the intersection, be reviewed for a better understanding as to why these items were specifically outlined in the budget.

Mr. Skalski moved to approve the Treasurer's Report as presented. Ms. Dacoba supported the motion. The motion passed unanimously.

Nominations for Treasurer

Chairperson Taylor asked if any member was interested in the position of Treasurer.

Mr. Skalski stated that he saw his name listed in the last minutes as a possible candidate for Treasurer. As he is so new to the DDA, he wished to decline at this time until he has more experience with the Board.

Chairperson Taylor indicated that the Board would continue to have Ms. Johnston prepare the Treasurers' reports.

Streetscape Update

a. Car Wash Property

Ms. Johnston indicated that the Board requested she provide some possible costs for the demolition of the car wash and to try and set a meeting with the Church to discuss possible partnerships for the demolition. She stated that a meeting had not been set, but that the Church members requested the DDA provide some dates/times that the Streetscape Subcommittee was free to meet. She will discuss this with the Subcommittee after the meeting is adjourned.

Ms. Johnston then reviewed the report prepared on the possible costs and next steps for the car wash demolition. Her report indicated that the demolition would likely be a five month process, from preparing the environmental assessment through demolition, and that it would cost around $15,000.

Mr. Schley indicated that he thought the costs would likely be higher. Because of the use of the property, the demolition may be more involved than just taking down the building. He also indicated that because the DDA is quasi-governmental the process for bidding the project needs to be considered.

Mr. Schley stated that any agreement between the Church and the DDA must be mutually beneficial to both parties. If not, than the Church would be responsible to pay back the DDA. If it is not mutually beneficial, we are essentially providing a grant for the demolition. Mr. Schley stated he cannot support the demolition without some mutual benefit. He indicated that the DDA had been pursuing an exchange of land for the demolition. A mutual access easement is not enough benefit for a possible $20,000 expenditure.

Mr. Skalski agreed with Mr. Schley statements. He was concerned with setting a precedent. Their needs to be equal compensation for the cost of the demolition.

Mr. MacDonald suggested that maybe the DDA could tear down the property and build the parking if the Church was willing to enter into a special assessment to pay back the costs over time. The parking could be considered a public benefit because of its association with the improvements on the corner lot.

Mr. Schley thought this was a good idea to investigate, but was concerned that the Church's' resources might not support this concept.

Mr. MacDonald indicated that a special assessment could be stretched over 30 years.

Ms. Corakis felt that the Board should put this discussion on hold until the meeting with the Church.

The Board agreed to continue the discussion after the meeting with the Church.

b. Stadium Drive Sidewalk MDOT Grant

Ms. Johnston informed the Board that the Kalamazoo Area Transportation Study (KATS) has included in their budget for 2020 a grant for the completion of sidewalks on Stadium Drive from 11th Street to Quail Run. While not in the DDA area, it places the DDA in a much better position to receive an MDOT grant to complete the sidewalks on Stadium Drive through the district. Their investment provides support for the larger project.

Ms. Johnston continued stating she met with Prein & Newhoff and OCBA, the consultants on the streetscape project to receive their input on moving forward. Both suggested that the best approach is to submit an MDOT application for the same timeline that KATS is going to provide funding. That means construction would occur in 2020.

Because of the four year wait, Ms. Johnston asked the consultants what projects could be completed sooner to allow the DDA to move forward with their streetscape plans. They suggested a Safe Routes to School grant for sidewalks on 9th Street. She requested the consultants provide a proposal to the DDA for the submittal of a Safe Routes to School grant, which would be available at the July meeting.

Ms. Johnston indicated that this project would need a champion from the elementary school. She asked Prein & Newhoff to include in their proposal working with the school.

Mr. Skalski indicated that he agrees the DDA should wait and package all of the Stadium Drive as one project in 2020. He stated that he used to manage these types of projects and administratively, a larger project is more bang for the buck.

Ms. Johnston stated that if we went after the Safe Routes to School grant and was awarded funds, it would be another level of support for an MDOT application.

Mr. Schley reflected that the school has not been well integrated into the community. At the time of their construction approval, they indicated they would be a community partner but the lack of pedestrian connection has hindered this ability. Now, with security concerns things may be different, but a pedestrian connection for access is still important.

The Board will continue this discussion when the Safe Routes to School proposal is presented.

Catalyst Project: Presentation

Ms. Johnston indicated that the DDA has a number of projects they would like to see accomplished in the near future, which all have substantial budgets. She stated that the only way for the DDA to improve revenues is if new development occurs in the district. She has met with a couple of developers who have indicated an unwillingness to work within the Village Form-Based Code Overlay, which has specific development standards. She felt it might be beneficial for the DDA to consider sponsoring a "catalyst project" in the area to not only show that development can be successful under the Form-Based Codes but to increase the tax revenues coming to the DDA.

Ms. Johnston presented some properties that may be disposed for redevelopment, indicating the DDA could either:

1. Purchase the properties and solicit bids from possible developers for a mixed-use project. As part of the incentive to complete the project, the DDA would sell the properties to the developer at a significantly reduced rate, or

2. Work with a developer on gap financing.

Ms. Johnston provided some information on "missing middle housing," which was a project sponsored by the Michigan State Housing Development Authority and the Michigan Economic Development Corporation. It was a competition for architects to develop plans for housing that fits between single-family and large multi-family apartments. Ms. Johnston felt this type of housing could work well within the "village" atmosphere the DDA is trying to create.

Ms. Johnston wrapped up her presentation stating that substantial increased revenues can only occur if new development or redevelopment occurs within the district. But, this does not seem to be happening organically, which may mean that the DDA has to get more directly involved.

Mr. MacDonald indicated that he felt this was a great start to what will likely be a larger discussion. He stated that the bottom line is that there must be a market for the development and that the numbers have to make economic sense to the developer or the project will fail. He stated that the cost of new construction is not in line with the demands of the market in this area. He indicated that we need to take a holistic view of the market to see if there is a demand for housing and what type of housing it might be, possibly a high level pro forma.

Mr. MacDonald felt the DDA should consider spending some dollars on residential and commercial market potential studies and possibly some dollars on concept planning to better understand costs. We need to get to the economic feasibility of development. Then, the DDA can market the area with real information and if there is a gap between construction costs and the potential market rents, we can address it. He is interested in furthering this discussion.

Mr. Schley indicated that a big partner we should consider is Harding's Market. At some point they will be faced with an obsolete building. He stated we should keep the lines of communication open with them to understand their future plans and not miss out on possible opportunities. Ms. Corakis stated we should reach out to them sooner rather than later.

Mr. Schley liked the idea of a catalyst project from the residential perspective because the Village Theme Plan is pedestrian based but the economic base does not exist to support the vision. So, increasing residential would improve the economic base and in turn support the Plan.

Mr. MacDonald indicated that he felt the DDA reacts to agenda items instead of having a clear plan. He believes we need to further the discussion on strategically increasing revenues while not sacrificing the projects already in play.

Mr. Schley stated that the Board has periodically reviewed their priorities list. This hasn't been done in a while and maybe the Board should re-establish this list.

Ms. Johnston asked if the Board would like to review priorities at the July meeting before making any decisions regarding market studies or ways to incentivize development in the area.

Mr. Schley stated he thought it would be very helpful to complete this review. He felt it is important to establish consensus on projects. The group has changed enough since the last time this was done that we may need to reestablish consensus.

Chairperson Taylor asked for this to be placed on the agenda for July.

Village Form-Based Code Overlay Zone

a. Signs

Ms. Johnston indicated that a request was made to the Planning Commission to consider an amendment to the sign section of the Village Form-Based Code Overlay. The amendment would allow property owners to change out internally lit plastic box signs,

which are not permitted in the Overlay. The Township often receives requests to allow a panel change to these box signs when there is a tenant change in a building. Technically, the Overlay District would require the replacement of a new sign that is in compliance with the Architectural Standards.

Mr. Skalski stated he felt the existing plastic sign faces should be allowed to continue until larger redevelopment occurs.

Ms. Corakis indicated changing the entire sign could be very expensive.

Ms. Heiny-Cogswell stated a concern that maybe the proposed amendment was allowing too much latitude to nonconformities. She was worried that the amended language would allow for the continuation of nonconforming signs while incremental updates are being made to the building.

Mr. Schley indicated that he thought there was a mechanism in the Form-Based Code that gives latitude to the Planning Commission for the continuation of the nonconformities.

Ms. Johnston stated she would complete a review of the Ordinance.

b. Architectural Requirements

Ms. Johnston stated that as part of the Planning Commission's discussion on signs in the Form-Based Code, the rest of the Architectural Standards were debated, in particular the different areas of the Regulatory Plan, which determines which properties have to follow the Architectural Standards. The Regulating Plan has a Village Core, Village Fringe, Corridor East and Corridor South. Corridor South, which is down 9th Street, is exempt from these requirements.

Ms. Johnston continued saying that after the Planning Commission reviewed the regulating plan and discussed the type of uses and style of site development in these areas, they wondered if Corridor East should also be exempt. They thought it may make more sense to focus the Architectural Standards on the Village Core and Village Fringe. They have requested the DDA's input on removing Corridor East from the requirements of the Architectural Standards.

Mr. Schley stated that there are some differences between the areas of the Regulating Plan. For examples, setbacks in the Corridor East area are different then in the Village Core, but the overall Architectural Standards are the same. For point of reference, the Form-Based Code was driven by the Village Commercial Overlay.

Mr. Schley stated the Planning Commission could consider that if the Architectural Standards aren't working, maybe what has worked on the west side of Stadium Drive could be used instead as transitory edge to the Village.

Mr. Skalski stated that Corridor East and Corridor South could be transition areas.

Mr. MacDonald asked for a comparison chart to understand what is required by the Regulatory Plan.

Any Other Business

Friends of the Park

Ms. Johnston provided a thank you letter and other information from Friends of the Park for the concert series the DDA sponsored. The first concert is June 12th, which is the concert the DDA funds supported.

Chairperson Taylor indicated that the Friends of the Park offered an opportunity for the DDA to speak at the concert.

Mr. Schley stated some acknowledgement of the DDA would be appropriate.

Ms. Johnston stated that a sign could be generated.

Flags

Mr. Schley stated their used to be something called the Oshtemo Business Association and they had a bunch of flags that used to be put up by the fire department. At some point the DDA accepted responsibility for these flags. He wondered if those flags still existed and suggested the Board might find some use for them.

DDA Property Sink-Hole

Ms. Heiny-Cogswell informed the Board that a sink-hole occurred on the old Citgo property. She indicated that the Township Engineer, Marc Elliott, contacted Prein & Newhoff to determine how to resolve the issue. If the DDA is willing, she will have Prein & Newhoff check into the problem and provide dollars to remedy the situation.

Mr. Schley stated he felt it made sense to have Prein & Newhoff work on this problem as they have been involved in this property with the DDA from the beginning.

Mr. Schley moved for Ms. Johnston to work with Prein & Newhoff to investigate and resolve the sinkhole on the DDA property with funds up to $5,000. Mr. Skalski supported the motion. The motion passed unanimously.

Ms. Heiny-Cogswell indicated that this could be taken from the Corner Site Improvements line item of the budget, which has available funds.

Announcements and Adjournment

There being no further business, the Chair adjourned the meeting at 1:40 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: July 12, 2016
Minutes Approved:

July 13, 2016

To: **DDA Board**

From: **Julie Johnston**

Date: **July 21, 2016**

Re: **Treasurer's Report**

Attached you will find the Treasurer's Report through June 30, 2016, unaudited.

The largest expense to the budget was partial payment to Hite House for the façade improvements to 6360 Stadium Drive. This project is still underway, but invoices with proof of payment were submitted to the Township for payment. Copies of those invoices are attached.

The only other expenses this period were lawn maintenance and accounting fees. To date, no expenses from the Commercial Access Drive project have been applied to the DDA budget.

Attachment: Treasurer's Report May - June, 2016
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report May - June 2016
unaudited

REVENUES	2016 Budget	Previous Activity	Activity this Period	Available Balance	Percent of Budget
Carryover	$0.00	$0.00	$0.00	$0.00	0.00%
Current Real Property Tax	$78,000.00	$0.00	$119,768.68	$119,768.68	153.55%
Miscellaneous	$0.00	$0.00	$0.00	$0.00	0.00%
Interest Earned	$400.00	$410.65	$0.00	$410.65	102.66%
TOTAL REVENUES	**$78,400.00**	**$410.65**	**$119,768.68**	**$120,179.33**	**153.29%**

EXPENDITURES	2016 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	$2,000.00	$1,000.00	$0.00	$1,000.00	$1,000.00	50.00%
Supplies	$500.00	$0.00	$0.00	$0.00	$500.00	0.00%
Postage	$500.00	$61.10	$0.00	$61.10	$438.90	12.22%
Community Events	$0.00	$750.00	$0.00	$750.00	-$750.00	-100.00%
Consultants	$30,000.00	$1,532.12	$0.00	$1,532.12	$28,467.88	5.11%
Accounting & Auditing Fees	$2,000.00	$300.00	$600.00	$900.00	$1,100.00	45.00%
Legal Fees	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0.00%
Legal Notices	$500.00	$0.00	$0.00	$0.00	$500.00	0.00%
Repairs & Maintenance	$5,000.00	$1,008.00	$496.00	$1,504.00	$3,496.00	30.08%
Banner rotation/storage/maintenance	*$2,000.00*	*$760.00*	*$0.00*	*$760.00*	*$1,240.00*	*38.00%*
Lawn care and maintenance	*$3,000.00*	*$248.00*	*$496.00*	*$744.00*	*$2,256.00*	*24.80%*
Capital Outlay/Obligated Projects	$34,900.00	$0.00	$4,200.00	$4,200.00	$30,700.00	12.03%
Façade Grant Program	*$10,000.00*	*$0.00*	*$4,200.00*	*$4,200.00*	*$5,800.00*	*42.00%*
Corner Site Improvements	*$10,000.00*	*$0.00*	*$0.00*	*$0.00*	*$10,000.00*	*0.00%*
Streetscape Elements at Intersection	*$14,900.00*	*$0.00*	*$0.00*	*$0.00*	*$14,900.00*	*0.00%*
TOTAL EXPENDITURES	**$78,400.00**	**$4,651.22**	**$5,296.00**	**$9,947.22**	**$68,452.78**	**12.69%**

REVENUES 2016	**$119,768.68**
EXPENDITURES 2016	**$9,947.22**
NET BALANCE 2016	**$109,821.46**

FUND BALANCE (6/30/2016):	**$677,122.00**
Commercial Rear Access Drive	**$70,000.00**
TOTAL FUND BALANCE:	**$607,122.00**

SiegfriedCrandallPC
Certified Public Accountants & Advisors

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

Invoice Number: 89218
Client ID: 6870

Date: 04/30/2016
Payable upon receipt

Professional services during the month of April 2016, which included the following:

Joel's assistance with audit preparation and financial statements	7,490.00
Steve's assistance with audit preparation and financial statements	11,505.00
Ann's assistance with tax issues	2,250.00

Breakdown by Fund:

101 -	$14,745
107 -	1,000
206 -	2,000
207 -	1,000
211 -	500
249 -	500
490 -	500
491 -	500
900 -	500
	$21,245

Vendor # SC
Acct #
Net Amt 21,245.00 Due Date 5/13
Invoice # 89218 Inv Date 4/30
Comment Acctng support

New Charges:	$21,245.00
Plus Prior Balance:	$0.00
New Balance:	$21,245.00

04/30/2016	03/31/2016	02/29/2016	01/31/2016	12/31/2015+
21,245.00	0.00	0.00	0.00	0.00

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

S&T Lawn Service Inc.
3393 South 6th Street
Kalamazoo, MI 49009
(269) 375-0334

Invoice

Bill To:
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

Date:	4/30/2016
Invoice #:	13049
Terms:	Net 15

Regarding:	Parkview Hall

Date:	Description:	Quantity:	Rate:	Amount:
4/12/2016	04/12/2016 -- Weeding	1	0.00	0.00
4/15/2016	04/15/2016 -- Clean Up:Spring	1	0.00	0.00
4/15/2016	04/15/2016 -- Mulching	1	0.00	0.00
4/19/2016	04/19/2016 -- Weeding	1	0.00	0.00
4/19/2016	04/19/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
4/26/2016	04/26/2016 -- Weeding	1	0.00	0.00
4/26/2016	04/26/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
4/30/2016	04/30/2016 -- Lawn Service - Monthly Installment	1	248.00	248.00

INVOICE # 13049
INVOICE DATE 4-30-16
PO # 8251
INVOICE AMOUNT 248 —
CLOSE PO? YES / NO

Total $248.00

Thank you for your business.

SiegfriedCrandallPC
Certified Public Accountants & Advisors

246 E. Kilgore Road
Kalamazoo, 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: 89429
Client ID: 6870

Date: 05/31/2016
Payable upon receipt

Professional services during the month of May 2016, which included the following:

Joel's assistance with January cash analysis	595.00
Ann's assistance with bank reconciliations	285.00
Jim Baker - review of financial statements	280.00
Steve's assistance with questions; review of financial statements and workpapers	2,730.00
Teresa - F-65 preparation	250.00
Deb & Karmella - financial statement checking	605.00
Less: discount on accounting assistance	(745.00)

Breakdown as follows:

101 -	$2,800
107 -	100
206 -	400
207 -	100
211 -	100
249 -	200
490 -	100
491 -	100
900 -	100

	$4,000
	=====

Vendor # SC
Acct #
Net Amt 4000— Due Date ~~7~~ 6/24
Invoice # 89429 Inv Date 5/31
Comment ~~[illegible]~~ Acctingsupport

New Charges:	$4,000.00
Plus Prior Balance:	$0.00
New Balance:	$4,000.00

S&T Lawn Service Inc.
3393 South 6th Street
Kalamazoo, MI 49009
(269) 375-0334

PO# 8251

Invoice

Bill To:
Oshtemo Charter Township 7275 West Main Street Kalamazoo, MI 49009

Date:	5/31/2016
Invoice #:	13245
Terms:	Net 15

Regarding:	Parkview Hall

Date:	Description:	Quantity:	Rate:	Amount:
5/1/2016	05/01/2016 -- Fertilizing	1	0.00	0.00
5/3/2016	05/03/2016 -- Weeding	1	0.00	0.00
5/3/2016	05/03/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
5/10/2016	05/10/2016 -- Weeding	1	0.00	0.00
5/10/2016	05/10/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
5/17/2016	05/17/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
5/21/2016	05/21/2016 -- Planting of Annuals	1	0.00	0.00
5/24/2016	05/24/2016 -- Lawn Mowing & Trimming	1	0.00	0.00
5/31/2016	05/31/2016 -- Lawn Service - Monthly Installment	1	248.00	248.00

INVOICE # 13245
INVOICE DATE 5/31/16
PO # 8251
INVOICE AMOUNT 248 —
CLOSE PO? YES / NO

Total $248.00

Thank you for your business.

charter township
oshtemo
est. 1839

June 13, 2016

To: Deb Everett, Township Clerk

From: Julie Johnston, Planning Director

RE: DDA Façade Grant Program

On March 17, 2016, the Downtown Development Authority approved a $5,000 grant for Julie Neilitz and Ellie Hite, the owners of Hite House. Per the requirements of the grant, Ms. Neilitz must have a total cost for the façade improvement of $10,000 to receive the full award. To date, she has provided receipt documentation of expenditures in the amount of $8,355.90, which is 85 percent of the total requirement. At this time, we are requesting that 85 percent, or $4,200 be provided to Ms. Neilitz to reimburse her costs to date.

Total request: $4,200
GL Number: 900-728-97500

DDA grant

Vendor # Misc - Hite House
Acct # 900 728 975
Net Amt 4200.00 Due Date 6/24
Invoice # Hite House (Grant) Inv Date 6/13
Comment Program

7275 W. Main St.
Kalamazoo, MI 49009
(269) 375-4260
www.oshtemo.org

beaver tile and stone

A member of the Olympia Tile Group

BEAVER TILE (OTUSA)
GRAND RAPIDS
1694 GEZON PARKWAY
616-534-2883
WYOMING, MI 49519

PRO-FORMA INVOICE

PICKING TICKET NO.	176963
PAGE	1
DATE	05/25/16

REPRINT

SOLD TO

4003388
Hite House LLC
210 S Kalamazoo Mall
Kalamazoo, MI 49007

SHIP TO

SAME
Hite House LLC
210 S Kalamazoo Mall
Kalamazoo, MI 49007

EKH

CUSTOMER P.O. #	DATE	SLSP	TERMS	TAX CODE	DOC. NO.	W/H	FREIGHT	SHIP VIA
STORE FRONT	03/22/16	175	COD	X	176963	03	COLLECT	PICKUP

ITEM	DESCRIPTION	ORDERED	COMMIT	B/O	U/M	PRICE	U/M	EXTENSION
	Ordered By MATT							
	Unicolour					.00		.00
	6X24 Dark Grey Polished					.00		.00
BY.UN.DGR.0624.PL.OS	Unicolour 6X24 Dark Grey Polis	70.000	70.000	.000	SF	5.50	SF	385.00
	70Sf					.00		.00
	$5.50Sf					.00		.00
	Unicolour					.00		.00
	6X24 White Matte					.00		.00
BY.UN.WHT.0624.MT.OS	Unicolour 6X24 Extra White Mat	70.000	70.000	.000	SF	4.98	SF	348.60
	70 Sf					.00		.00
	$4.98 Sf					.00		.00
FLX56SRG50	50Lb Grey Sag Resistant Mortar	8.000	8.000	.000	PC	17.90	PC	143.20
KM.NN.BNT.0848.MT	Noon 8X48 Burnet (Brown) Matte	240.410	240.410	.000	SF	6.47	SF	1555.45
CUCPMBP3	3.5Gal Multi-Surface Bonding Primer	1.000	1.000	.000	PC	120.24	PC	120.24
FLX66325	25Lb North Sea Grey Sanded Gro	1.000	1.000	.000	PC	11.50	PC	11.50
CUPBG54025	25Lb Truffle Sanded Grout	1.000	1.000	.000	PC	14.63	PC	14.63
CUPBG38625	25Lb Oyster Gray Sanded Grout	3.000	3.000	.000	PC	14.63	PC	43.89
FLX56SRW50	50Lb White Sag Resistant Mortr	18.000	18.000	.000	PC	19.98	PC	359.64
RY.180BASE2000	Rls Clips 1/8 - 1/2 2000Pcs Raimondi Levelling System	1.000	1.000	.000	PC	109.00	PC	109.00
CUFP111-2T	1Gal Fusion Pro Snow White	4.000	4.000	.000	PC	52.61	PC	210.44
GGLB100	3/8" Light Bronze Finish L	13.000	13.000	.000	PC	.00	PC	.00

Paid in Full
5/25/16

20% restocking fee applied to all returns.
Returns on field tile full cartons only; trim by the piece.
Special order and Outlet center purchases are not returnable.
No returns accepted beyond 30 days from original invoice.

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL DUE
3301.59	.00	.00	.00	.00	3301.59

SUBJECT TO OUR TERMS & CONDITIONS OF SALE

BEAVER TILE STONE G R
1694 Gezon Parkway
Wyoming, MI 49519
616-534-2883
5436845555513356

SALE

MID: 5600 Store: 0001 Term: 0003
REF#: 00000006
Batch #: 193 RRN: 614615209428
05/25/16 11:05:33
Cust CODE: 1 CVC: H
Trans ID: 0525MDBAKKZ5H
APPR CODE: 209428
MASTERCARD
**********7426CNP
/

AMOUNT **$3,301.59**

APPROVED

THANK YOU!

CUSTOMER COPY

Use Your BIG CARD 2% REBATE

MENARDS®

MENARDS - KALAMAZOO
6800 WEST MAIN STREET
KALAMAZOO, MI 49009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/19/16

If you have questions regarding the charges on your receipt, please email us at:
KALAfrontend@menards.com

Sale Transaction

Cust name: Hite, Julie
Tax Exempt MI0224956
Resale

ORDER 05317

2X10-8' AC2 GREEN TREATE-PICK*			
1111626	15 @9.77	146.55	NT
2X10-12' AC2 GREENTREATE-PICK*			
1111642	10 @13.69	136.90	NT
2X4-16' AC2 GREEN TRTD -PICK*			
1110850	5 @8.99	44.95	NT
1/2"-(15/32)-4'X8' AC2 -PICK*			
1235040	9 @22.99	206.91	NT
END OF ORDER			

TOTAL SALE 535.31
MASTERCARD 4846 535.31
H39333
Swiped

TOTAL SAVINGS **18.22**

TOTAL NUMBER OF ITEMS = 39

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Rhonda

MENARDS® PICKING LIST - GUEST COPY

STORE # 3150 KALA
6800 WEST MAIN STREET
KALAMAZOO, MI 49009

PHONE: (269) 544-1461
FAX: (269) 544-1470

CASHIER - PRESS RECALL TRANS AND SCAN BARCODE ==>

KALA 05317

PAGE 1 OF 1

CASHIER:

PLEASE STAPLE RECEIPT HERE.

SOLD BY: ALYSSA L.
DATE: 05/21/16

GUEST NAME - ADDRESS - PHONE

Hite, Julie
4331 S 11th St
Kalamazoo, MI 49009-9511

Ph: (269) 760-4913
JOB DESC:

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
5 EACH	2X4-16' AC2 GREEN TRTD ABOVE GROUND	111-0850	8.99*	44.95
15 EACH	2X10-8' AC2 GREEN TREATEDABOVE GROUND	111-1626	9.77*	146.55
10 EACH	2X10-12' AC2 GREENTREATEDABOVE GROUND	111-1642	13.69*	136.90
9 EACH	1/2"-(15/32)-4'X8' AC2 PLYWOOD AG PAD	123-5040	22.99*	206.91

TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 535.31

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>

June 6, 2016

Hite House
6360 Stadium Dr.
Kalamazoo, MI 49009

Roof the backside of newly installed para pit. Tie into the existing roof.

Labor and materials $500.00

PAID IN FULL

Thank you,

Ken Ward

Ken Ward

HITE HOUSE COUTURE
210 S KALAMAZOO MALL
KALAMAZOO MI 49007

1218

74-8183-2724
40

Date 5/22/16

PAY to the order of Ken Ward $ 500.00

Five hundred & XX/100 Dollars

consumers credit union
7401 Stadium Dr
Kalamazoo MI 49009
www.consumerscu.org

6360 Stadium Drive

FOR ROOFING TIE-IN PARAPET

⑆001218⑆ ⑈272483833⑈ XX XX ⑈20031638080⑈

Advia Credit Union
4
5/26/2016 12:29 PM
<<272483833<<

Ken Ward
XXXXXXXXXXXXXXXX

June 6.2016

Hite House
6360 Stadium Dr.
Kalamazoo, MI 49009

Install new sheet metal over the outside of the new para pit. Added wood to make gray stand out.

Metal		$ 742.00
Wood	80 ft.	77.00
Labor		1,200.00
Amount due		$ 2,019.00

PAID IN FULL

Thank you,

Ken Ward

Ken Ward

HITE HOUSE COUTURE
210 S KALAMAZOO MALL
KALAMAZOO MI 49007

1220

74-6183/2724
40

Date 6/6/16

PAY to the order of Ken Ward $ 2019.00

Two thousand nineteen + xx/100 Dollars

consumers

FOR Parapet metal install & metal

⑆001220⑆ ⑈272483633⑈ ⑈2003138608⑈

Advia Credit Union
4
6/7/2016 9:38 AM
<<272483633>>

Ken Ward

XXXXXXXXXX

Precision Painting

~~5377 West R Avenue~~
~~Schoolcraft, MI 49087~~
733 TREASURE ISLAND DR
MATTAWAN, MI 49071
269-615-5388

SUBMITTED TO: HITE HOUSE HOME FURNISHINGS	PHONE	DATE: 5/22/16	
STREET: STADIUM DRIVE		JOB NAME	JOB PHONE
CITY, STATE and ZIP CODE: KALAMAZOO MI		JOB LOCATION	

We hereby submit specifications and estimates for:

1. REMOVE OLD FASCIA & PULL BACK ROOF
2. BUILD NEW FACADE
   FRAMING & SHEATHING
3. BUILD COLUMNS

PAID
✓ # 1217

LABOR $2000.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

LABOR

MATERIALS

All material is guaranteed to be specified. All work to be done in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Randy Block

Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

HITE HOUSE COUTURE
210 S KALAMAZOO MALL
KALAMAZOO MI 49007

1217

74-8183/2724
4C

Date 5/22/16

PAY to the order of Precision Painting $ 2000.00

Two thousand & XX/100 Dollars

consumers
credit union
Kalamazoo MI 49008
www.consumerscu.org

FOR Parapet building 6360 Stadium

⑆001218183⑆ 9200313608⑈

Precision Painting
XXXXXXXXXX
XXXXXXXXXX

Advia Credit Union
6
5/25/2016 5:31 PM
<<27483633>>

July 13, 2016

Mtg Date: July 21, 2016

To: Downtown Development Authority

From: Julie Johnston, AICP

RE: Streetscape Update

Car Wash Property

The Streetscape Subcommittee met with members of the Oshtemo United Methodist Church on June 30th to discuss the demolition of the car wash at 6532 Stadium Drive. The members indicated that the reason they purchased that property was to allow for the expansion of the Church at some later date. Their concern with selling property to the DDA or encumbering the property in some way will limit their ability to expand in the future. They suggested a low cost lease arrangement with the DDA for a possible 15 year period.

Members of the Streetscape Subcommittee indicated to the Church that to expend DDA dollars on the demolition, some permanent arrangement would need to be considered. There was discussion around the Church exchanging that portion of the property along the Stadium Drive right-of-way that would be required for building and/or parking setbacks based on the Township zoning requirements. Church Member Bill Selkirk asked for the exact dimension of the setback be sent to him by email and he would discuss this possibility with the larger Board of Trustees. Staff reviewed the Village Form-Based Code Overlay Zone and found that a minimum five foot buffer is required when a parking lot is adjacent to a public road. However, because of the limited right-of-way at this location and the DDA's desire to install sidewalks, staff indicated to Mr. Selkirk that a minimum of 10-feet would be needed.

The suggestion of a loan to the Church to demolish the car wash was also discussed. The Church said they would consider a loan if the terms were amenable. The inquired about a grant to help with the demolition, stating they understood the DDA had grant opportunities. We explained that the grant was for façade improvements only. However, the DDA could consider changing the scope of the grant program to include site as well as façade improvements. Both have impacts to the overall aesthetic and economic viability of the district.

The meeting ended with the Church willing to review the possibility of selling that portion of the property within the setbacks and the Streetscape Subcommittee willing to discuss other financing possibilities with the larger DDA.

9th Street Safe Routes to School

At the June special meeting, information was presented to the Board regarding possible grants for sidewalks within the District. One recommendation from our consultants and MDOT was to consider a Safe Routes to School grant for 9th Street. Prein & Newhoff have provided a scope of services to assist

with the preparation of the grant. However, there are a number of tasks outlined in the proposal that would require considerable staff input. At this time, additional evaluation needs to be undertaken by Township staff to see if time is available to commit to this project. In addition, we need to secure a champion from the school who will commit to the project. Staff will work to resolve these issues for the September meeting.

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Sent via email: JJohnston@oshtemo.org

July 11, 2016

Ms. Julie Johnston
Charter Township of Oshtemo
7275 W. Main Street
Kalamazoo, MI 49009

RE: Proposal for Safe Routes to School Grant Application

Dear Ms. Johnston:

Prein&Newhof (P&N) believes in finding long-term solutions while developing long-term relationships with our clients through means of providing a service that the client has come to expect. Quality design, budget sensitive, good communication, working to understand the client's goals are some of the attributes that make P&N the firm of choice for many of these communities.

Project Understanding

Safe Routes to School (SR2S) is a Michigan (and federal) program to make it safe, convenient and fun for children to bicycle and walk to school. When routes are safe, walking or biking to and from school is an easy way to get the regular physical activity children need for good health. Safe Routes to School initiatives also help ease traffic jams and air pollution, unite neighborhoods and contribute to students' readiness to learn in school. Michigan's Safe Routes to School program is managed by the Michigan Department of Transportation (MDOT), with training, logistical, administrative, and technical support from the Michigan Fitness Foundation.

Steps that need to be completed are:

- Register your school on the Safe Routes to School website.
- Build a multidisciplinary SR2S team.
- Collect parent and student surveys.
- Collect environmental information with a walking and/or bicycling audit.
- Complete an Action Plan of projects and activities to eliminate or reduce barriers, using survey and environmental audit findings.

As you know, the purposes of Safe Routes to School programs are:

- To enable and encourage children in grades K-8, including those with disabilities, to walk and bicycle to school;
- To make walking and bicycling to school a safer and more appealing transportation choice, thereby encouraging a healthy and active lifestyle from an early age;
- To facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of elementary schools.

Work Plan / Scope of Services

P&N will help your Township and your Safe Routes to School (SR2S) Team with the planning process and technical needs to submit the grant application.

Below are the parts of the grant application divided up for what P&N and the SR2S Team will each provide for the sake of this proposal and development of a fee. Many of the tasks require information from the other so it will be a back and forth teaming effort. If at any time the SR2S Team would like P&N to take care of an item on their list, P&N would be able to do that with a negotiated fee acceptable to both parties.

P&N

- SR2S Planning Process
- SR2S Priority Map
- Map of Property Owners
- SR2S Map of School Enrollment Area
- SR2S Map of Student Homes
- Assist with Action Plan and Walking Audit
- Photographs
- SR2S Infrastructure Project Description
- Plan View Map
- Budgets/ Construction Estimates
- Typical Cross Sections
- Responses to Technical Reviews

Township/SR2S Team

- Parent Survey
- Student Survey
- Parent Summary
- Student Travel Tally
- SR2S Post-Test Evaluation Commitment
- Action Plan
- School Profile and Demographics
- Principal Letters of Support
- Walking Audit
- Prioritizing of Potential Projects
- Photographs
- List of Impacted Addresses
- Fiduciary Letter of Commitment
- Parent Letters of Support
- Letters to Property Owners
- City/Community/MDOT Letters of Support
- Easement Support Letters from Property Owner
- SR2S Non-Infrastructure Project Description
- Resolution

Application Submittal

The development of all parts of the SR2S Grant Application is a daunting undertaking but becomes much easier if broken into steps. P&N has experience putting the full grant application together and will provide guidance throughout the project. The important thing is to keep moving and have concurrent tasks being completed in order to submit a timely application.

P&N will submit a grant application on the MDOT Grant System website. The application will include:

- Project descriptions and location details
- Contact Information
- Narrative to describe the proposed work and how the project will benefit the affected community
- Student Surveys and Parent Surveys
- Documentation of Parent Surveys, Student Surveys, Travel Tally Reports, Evaluations, Letters of Support, Maps, Action Plan, Photographs, SR2S Planning Process, Plan View Sketches, Narrative and other documentation.
- Budget Estimates
- Schedule of Milestones from beginning to completion
- Environment/Community information
- A plan for operation and maintenance of the projects and what source of funds will be used. Maintenance Plan by tasks to indicate frequency of maintenance and estimated annual costs

Early Actions

Applying for and receiving a SR2S grant is very exciting for communities but it takes a while. There are 3 things that you can begin to think about right now:

1) The Action Plan will be developed early on and includes these items:

    - Evaluating student and parent attitudes toward walking and bicycling to school
    - Engineering safer street crossings or bike lanes
    - Educating students about safe walking behaviors
    - Encouraging parents to form walking/bicycling groups or obey speed limits in school zones
    - Enforcing current laws or starting a community watch program

2) Consider setting up a Walk to School Day (or Bike to School Day) which is a great way to launch Safe Routes to School and is highly recommended. Michigan Fitness Foundation provides an abundance of material to advertise and promote an event such as this.

3) Consider applying for a Mini-Grant. Per the Michigan Fitness Foundation's latest e-mail "Mini-grants can provide up to $5,000 to start a walking school bus or a bike train program, train and hire Corner Captains, provide resources for a bike mechanic club, and more." Applications are due February 19th.

Fee

We propose to provide these Professional Services for a Fee of $8,500.00.

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. A faxed or emailed signed version of the Agreement is sufficient for scheduling; however, please return an original signed version for our records. If you have any questions, please contact Dan at 269-372-1158 or Connie at 231-468-3456. We appreciate the opportunity to present this proposal and look forward to working with you on this grant submittal.

Sincerely,

Prein&Newhof

Daniel G. Lewis, P.E.
Project Manager

Connie S. Houk, P.E.
Lead SR2S Grant Coordinator

CSH:vav:dlj

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

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Project No._____

Professional Services Agreement

This Professional Services Agreement is made this _____ day of _____, 2016 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 7123 Stadium Drive, Kalamazoo, MI 49009, and Charter Township of Oshtemo ("Client"), of 7275 W. Main Street, Kalamazoo, MI 49009.

WHEREAS Client intends to:

Obtain a Safe Routes to School Grant Application

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For Client	For P&N
Name: Julie Johnston	Name: Daniel G. Lewis, P.E.
Title: ____	Title: Project Manager
Phone Number: (269) 216-5223	Phone Number: (269) 372-1158
Facsimile Number: (269) 375-7180	Facsimile Number: (269) 372-3411
Email: JJohnston@oshtemo.org	Email: dlewis@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

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

☒ P&N Standard Terms and Conditions for Professional Services

☒ P&N Proposal dated July 11, 2016

☐ P&N Standard Rate Schedule

☐ P&N Supplemental Terms and Conditions

☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

☒ P&N Scope of Services per Proposal dated July 11, 2016

☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

☒ Lump Sum for Services Described in Article 3 above - $8,500.00.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.

☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

☐ Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:		**Accepted for:**	
Prein&Newhof, Inc.		**Client:**	_____
By:	_____	**By:**	_____
Printed Name:	**Thomas C. Wheat, P.E.**	**Printed Name:**	_____
Title:	**Office Manager**	**Title:**	_____
Date:	_____	**Date:**	_____

Bill To/Ship To (if different)

Name:_____
Company:_____
Address:_____
_____
Ph:_____
Fx:_____
Email:_____

Standard Terms & Conditions

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

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

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings

provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

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

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

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

L. Documents and Data

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

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut–down costs incurred. Shut–down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary – Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

July 14, 2016

Mtg Date: July 21, 2016

To: Downtown Development Authority

From: Julie Johnston, AICP

RE: Village Form-Based Codes

At the June special meeting, staff requested the DDA provide feedback to the Township Planning Commission on the Village Form-Based Codes. Specifically, the request related to signage and the architectural standards of the Overlay Zone.

At the March 24, 2016 Planning Commission meeting, the Commission discussed the Architectural Standards of the Form-Based Code and the Regulating Plan which governs which properties must meet these requirements. Property within a certain area of the Village may be required to comply with specific architectural standards depending on its location. A copy of the Regulating Plan is attached.

At this time, the Village Core, Village Fringe and East Corridor are all required to meet the Architectural Standards of the Form-Based Code. Corridor South has been exempted from these requirements. The Planning Commission acknowledged the significant differences between the Village Core and Fringe and the east and south corridors as outlined on the Regulating Plan. There was discussion that compliance to the Architectural Standards might be better served only in the Core and Fringe areas as the architectural styles, uses and site conditions in these areas are different from the East and South Corridors. They concluded the meeting requesting that staff consult with the DDA to garner input on this discussion.

At the June special meeting, the DDA requested staff provide some type of chart comparing the code to help with their deliberations. It is important to note that the Architectural Standards are only required in this part of Oshtemo Township. Therefore, property owners are either within the areas of the Regulating Plan that require these standards or they are not required. To assist with discussion, instead of creating a comparison chart, a simplified version of the basic architectural requirements is provided.

The Planning Commission would like feedback from the DDA on whether the East Corridor of the Village Form-Based Code Overlay District should be exempt from the Architectural Standards, similar to the south corridor.

Architectural Standards of the Village Form-Based Code Overlay Zone
Simplified Version

These standards are required in the Village Core, Village Fringe and Corridor East of the Regulating Plan. These Architectural Standards are not required outside of these specific areas of the Township.

Permitted building materials:

1. Brick and tile masonry.
2. Split-faced block (only for piers, foundation walls, and chimneys).
3. Pre-cast masonry (for trim and cornice elements only).
4. Native stone (or synthetic equivalent).
    a. Brick, block, stone and similar materials must be properly detailed and in appropriate load-bearing configurations.
5. Stucco (cement-like finish).
    a. Smooth or sand only, no rough or "cake icing" finish.
6. Gypsum Fiber Reinforced Concrete (GFRC - for trim elements only).
7. Exterior Insulating and Finish Systems (EIFS - for trim elements only).
8. Metal (for beams, lintels, trim elements and ornamentation only).
9. Wood lap siding.
    a. Smooth finish only (no rough-sawn).
    b. Must be painted or stained.
10. Hardie-Plank equivalent or better siding.
11. Vinyl or aluminum (architectural quality, heavy gauge: .040-.050 for vinyl or .019-.026 for aluminum)

Permitted roof types:

1. Pitch (exclusive of roofs behind parapet walls).
    a. Simple hip and gable between 6:12 and 12:12 pitch.
    b. Shed roofs between 4:12 and 7:12 pitch
2. Parapet

Window requirements:

1. Materials:
    a. Anodized or painted aluminum, wood, clad wood, vinyl, or steel.
    b. Glass must be clear, with at least 90 percent light transmission at the ground floor at 75 percent light transmission for upper stories.

c. Specialty windows may be stained, opalescent or glass block

d. Doors shall be wood, clad wood, fiberglass, glass, aluminum, and/or steel.

2. Configuration

a. Openings for windows, windowpanes, and doors shall be at least as tall as or taller than they are wide. Transom windows are not included in the measurements for this requirement.

b. Windows may be ganged horizontally (maximum three per group) if subdivided by a mullion that is at least five inches wide.

c. Windows shall be no closer than 36 inches to building corners.

d. Exterior shutters, if utilized, shall be sized and mounted appropriately for the window (½ the width), even if inoperable.

e. Shall have vertical proportions.

<u>Sign requirements</u>:

1. Design and Materials.

a. Exterior materials, finishes, and colors should be the same or similar to those used on the principal building.

b. Materials such as metal, stone, hardwood, and brass.

c. The use of exposed neon tubing in conjunction with other types of materials to emphasize the business name, logo, or to indicate if open or closed is permitted; however, neon tubing within a sign cabinet that creates internal illumination or any other use of neon tubing is prohibited.

d. Internally lit plastic letters or plastic box signs are prohibited.

2. Sign Lighting.

a. Internal sign illumination prohibited. The only exceptions are signs with cut-out lettering where the internal light shines through the cut out sign copy but not the opaque sign face.

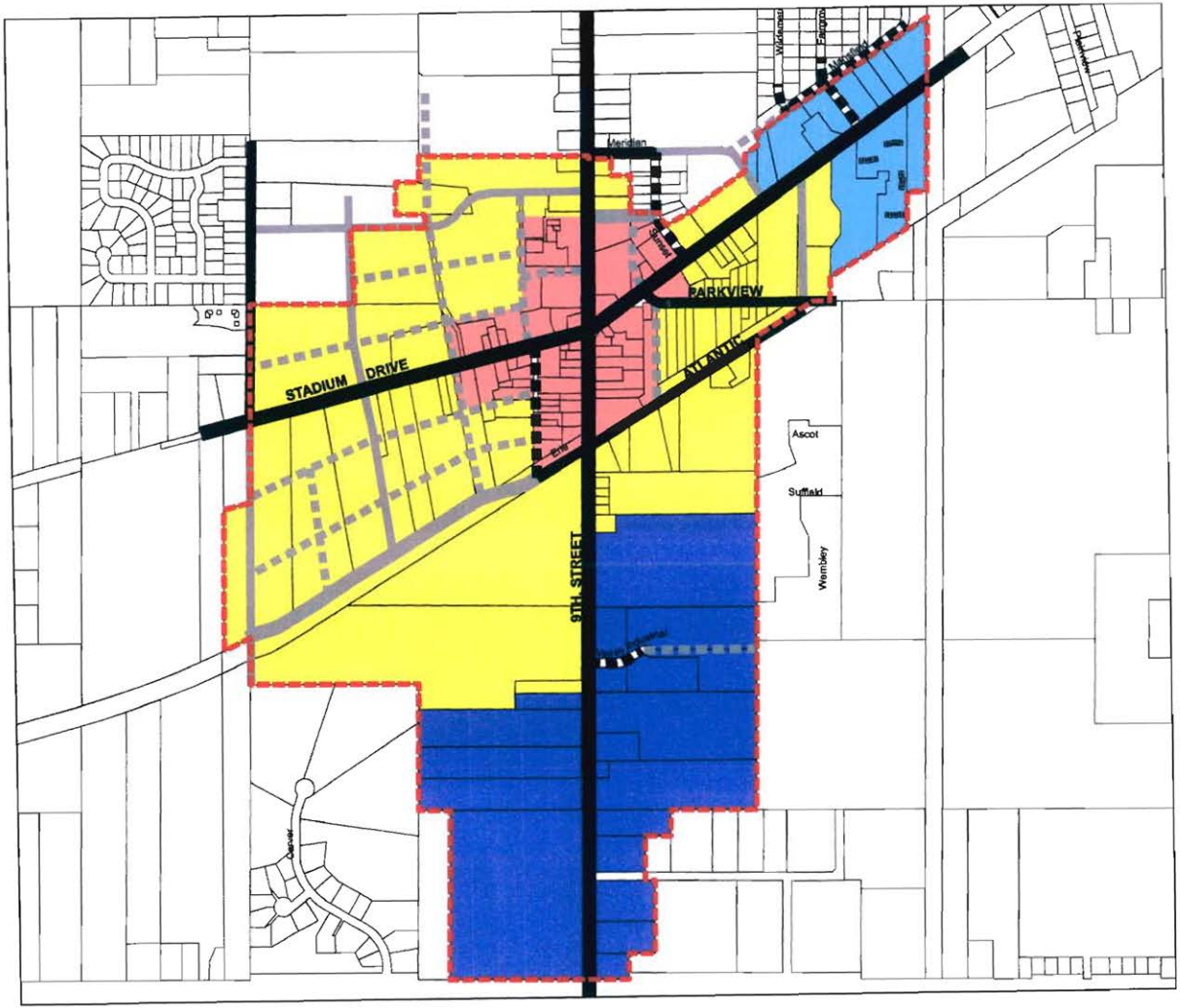
b. Any external sign light source must be designed so that the light source is directed against the sign and away from pedestrian or automobile travel ways.

c. Back-lit, Halo-lit, or Reverse Channel Letter Illumination. The use of back-lit, halo-lit, or reverse channel-lit lighting is permitted and encouraged.

d. Prohibited Sign Elements. Any sign elements incorporating flashing or blinking lights, animated display screens, video monitors, or LCD, LED, or similar readerboards are prohibited in the Village Overlay District.

Regulating Plan

Oshtemo Charter Township,
Kalamazoo County, Michigan



Legend

- Village Core
- Village Fringe
- Corridor East
- Corridor South
- Existing Arterial Road
- Existing Collector
- Existing Local Road
- Proposed Arterial Road
- Proposed Collector
- Proposed Local Road
- DDA Boundary

Data Source: Oshtemo Charter Township, 2005

0 500 1,000 Feet

McKenna ASSOCIATES

July 13, 2016

Mtg Date: July 21, 2016

To: Downtown Development Authority

From: Julie Johnston, AICP

RE: Project Prioritization

At the June special meeting, there was a request for the Board to review past project prioritization and to reconsider future priorities. Included with this packet is the list of projects outlined in the Tax Increment Financing and Development Plan that was adopted when the District was established. Also, included is a revised list based on recent activities with the Board. The intent is to discuss these and any possible future projects to prioritize both by importance to the Board and available funding to achieve a positive outcome.

7275 W. Main St.
Kalamazoo, MI 49009
(269) 375-4260
www.oshtemo.org

Oshtemo Township Downtown Development Authority

Project Prioritization

Prioritization	Possible Projects	Estimated Costs to DDA
	Sidewalks on Stadium (40% plus design)	$260,000
	Sidewalks on 9th Street (40% plus design)	$246,000
	Corner Property Improvements	$1,100,000
	Car Wash Demolition	$30,000
	Streetscape Improvements – Trees and Lighting	$1,500,000
	Market Study	$35,000
	Land Acquisition	Depends on project
	Gap Financing	Depends on project – or set aside each year
	Façade Improvement Grant/Property Improvement Loans	$10,000 (could include additional funds for loans)

Note: Estimated costs for streetscape improvements were derived from the Streetscape Plan budget created by OCBA.

OSHTEMO TOWNSHIP DOWNTOWN DEVELOPMENT AREA PROJECT SUMMARY

Project Description	Estimated Cost	Sources of Funding	Approximate Timeframe
Non-Motorized Connections & Improvements	$425,000	Tax Increment, private investment and other resources	2005 - 2008 +
Lighting Enhancement	$150,000	Tax Increment and MEDC	2006 - 2008
Theme Development	$275,000	Tax Increment and other resources	2004
Market Study	$30,000	Tax Increment and other resources	2004
Land Acquisition	*	Tax Increment, private investment and other resources	2005 - 2012
Street Trees	$50,000	Tax Increment, MEDC other resources	2006 - 2015
Access Management, Pedestrian Safety, Vehicular Circulation ♦ Driveway Abandonment ♦ Roadway Improvements ♦ Traffic/Pedestrian Study	 $80,000 $980,000 $10,000	Tax Increment, private investment as well as Road Commission and MEDC resources	2005 - 2015
Other Area Improvements	Unknown	Tax Increment, other resources	2004 - 2033

* Note, to the extent that land acquisition occurs under this plan, the DDA will apply appropriate safeguards to assure adequate value in the property acquired for the amounts paid.

H. PLANNED NEW DEVELOPMENT

The objectives of this Plan are to encourage new development in the private sector. At the time this Plan was adopted, approximately 12,000 square feet of new construction was anticipated to occur within the Development Area. However, no other private sector development is immediately contemplated as a component of this plan. It is expected that as the proposed projects are implemented, additional private sector interest in the village area will be generated ultimately resulting in new private investment.

I. EXISTING AND PLANNED OPEN SPACE

As new developments are undertaken by the private sector, the DDA will work with the Planning Commission and the Township Board to encourage the incorporation of attractive landscaped areas and walking paths that will connect uses and provide green areas within the Village area.

Oshtemo Charter Township DDA
Priorities Report- Village Theme Plan 1/21/09

The following priorities from the Board adopted plan (3/14/06) were revisited by the DDA on May 17, 2006* and re-supported as priorities.

Item	Identified Priority	Target Schedule	Party Responsible	$ Source	Status
Review & Update Regulations	High (*1)	1-2 yrs.	Twsp, DDA	TIFA, Gen. funds	Completed (7/10/08)
Traffic/ Circulation Study	High (*3)	1 yr. (3/07)	DDA	Grant	Committee suggested 1/06' (Schley, Betzler, Brown, Dyloff)See Next
Congestion Mitigation Study	--	--		Grant	Coming Fall 09' via other
Market Study	High (*2)	1 yr. (3/07)	DDA	TIFA	Investigated 1/07'; RFP= EST $30,000 Target cost; committee (Schley, Betzler, Dyloff)
Branding	Med	1-2 yrs. (07/08)	DDA	TIFA	Banners Authorized 4/16/08 $3500/10 poles/ Pursue early 2009
Streetscape Improvements	Med	2-5 yrs. (2008-2011)	DDA, Prop. owners	TIFA, Trans Grant, Private, Bonds	
Design Assist/Façade Improvement Incentives	Low	3-5 yrs. (2009-2011)	DDA	TIFA	
Road Improvements	High (*4)	2-5 +yrs. (2008-2011)	DDA, Twsp., County, Prop Owners	TIFA, G'funds, Grants, Govmnt, Private, Bonds	
Public Parking	Med	4-7 yrs. (2010-2013)	DDA	TIFA, Bonds	
Demo/Beautif' Project	--	4/09'- 6/09	DDA	TIFA, Twsp Parks, Metro Act	Spring Project $60,000

Other similar ideas as part of the above Items (or separately), can be" brainstormed" for a priority at the pleasure of the DDA at anytime. Current funding available is at least $185,500.

Branding – Logo, color scheme, community & locator signs.
Gateway work – Signs, landscape – Messages to ID place
Streetscape Plan/ Congestion Mitigation

- Amenities, benches, trashcans, planters
- Sidewalks
- Crosswalks, islands, paver areas
- Lighting, trees, gazebo, hanging baskets, planter boxes
- Public plaza, village square, public art
- Bump outs
- Public art
- Put electric underground

Centralized / Public Parking
Purchase buildings and or property
Building Development Grants
Develop Alternate Road Network
Outdoor Marketplace/Public Marketplace

July 13, 2016

Mtg Date: July 21, 2016

To: Downtown Development Authority

From: Julie Johnston, AICP

RE: 2017 Draft Budget

It is budget time, and a draft budget for 2017 is included in the packet. As with previous years, the process is for the DDA Board to recommend a draft budget to the Township Board. The Board will then incorporate this budget into their review and approval process. Draft budgets are requested to be provided to the Township Supervisor by July 29th.

At this time, there is not a firm estimate on anticipated tax capture for 2017. However, there are two items to consider for increased tax revenue; Consumer Price Index and new construction. The Township Assessor suggested increasing revenue by one percent for the Consumer Price Index. In addition, staff added an increase of approximately five percent for the possible tax revenue that will be collected on the new construction at 6480 Technology Avenue. This increase was based on the estimated taxable value provided by the Assessor. If a better estimate is available by the time of the meeting, it will be provided.

The suggested changes from the 2016 budget include the following:

1. An increase in consultant fees. If the DDA decides to attempt a Safe Routes to School grant for sidewalks on 9th Street, additional funds for grant submittal and construction design will be needed.

2. A decrease in legal fees. A review of past Treasurer Reports show that this line item is rarely used.

3. An increase in grant (or possible loan) funds. The DDA may want to consider changing the Façade Grant program into a Property Improvement program to address site conditions that detract from the District that can't be addressed with a façade program.

4. An increase in the capital outlay/projects fund. This is an increase based on increased revenues from the TIF.

5. An increase in the repairs/maintenance line item. With the development of the commercial access drive, additional funds may be needed for maintenance in 2017.

6. The addition of a line item for Community Events in the amount of $750 for future sponsorships.

2017 DDA Budget

DRAFT: 7-21-2016

REVENUES	2015 Budget	2016 Budget	2016 Expenditures (June 30th)	Recommended 2017 Budget	Change from 2016-17
Carryover	$ -	$ -			$ -
Current Real Property Tax	$ 73,997.00	$119,768.68		$ 126,900.00	$ 7,131.32
Miscellaneous	$ -	$ -			$ -
Interest Earned	$ 300.00	$ 400.00		$ 400.00	$ -
TOTAL REVENUES	**$ 74,297.00**	**$ 120,168.68**		**$ 127,300.00**	**$ 7,131.32**

EXPENDITURES	2015 Budget	2016 Budget			Change from 2015-2016
Supplies	$ 1,000.00	$ 500.00	$ -	$ 500.00	$ -
Postage	$ 500.00	$ 500.00	$ 39.78	$ 500.00	$ -
Capital Outlay/Projects	$ 48,297.00	$ 24,900.00	$ -	$ 43,050.00	$ (18,150.00)
Façade Grant Program	$ 10,000.00	$ 10,000.00	$ -	$ 20,000.00	$ (10,000.00)
Land Acquisition	$ -	$ -	$ -	$ -	$ -
Accounting & Auditing Fees	$ 1,500.00	$ 2,000.00	$ 300.00	$ 2,000.00	$ -
Legal Fees	$ 5,000.00	$ 3,000.00	$ -	$ 2,000.00	$ 1,000.00
Legal Notices	$ 1,000.00	$ 500.00	$ -	$ 500.00	$ -
Repairs & Maintenance	$ 5,000.00	$ 5,000.00	$ 1,008.00	$ 6,000.00	$ (1,000.00)
Obligated Projects	$ -		$ -	$ -	$ -
Staff	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ -
Community Events	$ -	$ -	$ 750.00	$ 750.00	$ (750.00)
Consultants	$ 38,297.00	$ 30,000.00	$ 1,532.12	$ 50,000.00	$ (20,000.00)
TOTAL EXPENDITURES	**$ 112,594.00**	**$ 78,400.00**		**$ 127,300.00**	**$ (34,194.00)**