

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

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

**Oshtemo Community Center
6407 Parkview Avenue**

November 15, 2018
12:00 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: July 19, 2018
4. Treasurer's Report:
 - a. July - August, 2018 (unaudited)
5. Streetscape Update:
 - a. Corner Property Development
 - b. Stadium Drive Sidewalks
6. Market Study RFP
7. 2019 Budget - Amendment
8. Announcements and Adjournment

Next Meeting **Thursday, January 17, 2019**

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

MINUTES OF THE MEETING HELD JULY 19, 2018

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, July 19, 2018. 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, Bruce Betzler, Themis Corakis, Libby Heiny-Cogswell, Mike Lutke, Jack Siegel, Dick Skalski and Ryan Wieber.

Members absent: Maria Dacoba, Julie Hite, Rich MacDonald, and Ethan Sivewright.

Also present: Julie Johnston, Oshtemo Township Planning Director, Natalie Bond, Planning Department Intern, Martha Coash, Meeting Transcriptionist and guest Ken Paragon, OCBA.

Approval of Agenda

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

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

Approval of Minutes

Chairperson Taylor asked if there were any additions or corrections to the minutes for the meeting of May 17, 2018.

Hearing none, he asked for a motion to approve the minutes as presented.

Mr. Corakis moved to approve the Minutes of the Regular Meeting of May 17, 2018. Mr. Skalski supported the motion. The motion carried unanimously.

Treasurer's Reports for May - June, 2018 (unaudited)

Ms. Johnston presented the Treasurer's Report for May - June, 2018. She said the main activity to report for this two-month period is the collection of tax revenue, which totaled \$101,228. This is \$34,553 more than was collected in 2017. This increase is due to improvements within the District (Harding's, Memory Care Center, etc.) and increased taxable values. The DDA will also receive additional revenues by the end of the year through a personal property loss payment from the State of Michigan. Last year, the DDA received a payment of approximately \$44,000.

Further miscellaneous activities included accounting services, maintenance of the Community Center, and consulting costs. She noted the consultant invoices equal more than what was billed to the DDA. This is due to the shared costs with the Township for the Stadium Drive sidewalk project and Village Theme Development Plan.

Chairperson Taylor asked for a motion to approve the Treasurer's report.

Mr. Wieber moved to approve the Treasurer's report for May – June, 2018 as presented. Mr. Skalski supported the motion. The motion passed unanimously.

Streetscape Update

a. Corner Property Development

Ms. Johnston reported that per the DDA's direction, OCBA developed a revised concept plan taking into account the new understanding of eliminating the hard surface cap on the lot. She noted Mr. Paragon from OCBA was present to discuss the plan and gather input.

She said DDA members had a meeting with representatives from the Oshtemo United Methodist Church on June 7th to discuss the changes to the corner lot. This meeting was very productive, with the Church members willing to review alternative approaches to the property line re-description, as well as the cross-access agreements needed to move forward. She felt that as long as the revised property lines would leave the church with about the same amount of property and would not reduce their frontage on Stadium Drive, they would be comfortable with whatever the DDA would like to draw.

She also provided a draft copy of a possible cross-access agreement, which included both cross-access, parking, and storm water management. According to OCBA, it is possible for storm water from each lot to be managed appropriately on the respective lots, not requiring an agreement for this function. Staff included it in the draft agreement to allow for further discussion as the project final design continues to evolve.

Utilizing the new design, the project line re-description for the development can be more fully realized. Staff recommended considering following the north/south sidewalk adjacent to the parking lot as the new property line for the two lots. This would allow a clearer demarcation between the corner property improvements and the parking lot owned by the Church. Finalizing property lines and understanding the final square footage difference between the lots would occur during the engineering of the project.

Ms. Johnston said Prein and Newhof have been working diligently with MDEQ to remove the property restrictions. MDEQ requested some minor changes to the Corrective Action document and a revised version has been sent for their approval. We

hope to have the new deed restriction, which only limits the placement of a well, recorded with Kalamazoo County within the next month.

She said it might make sense to maintain the sidewalk on the left side along Stadium Drive and the majority of facilities on DDA property for maintenance purposes.

Mr. Paragon shared the preliminary design concept plan, which included a raised three foot berm in the central area, 25 parking spots for the church with one barrier free, the option of one or two areas for management of storm water, masonry walls with a fieldstone look, a sign on the corner wall, screened parking lot, perennials and plantings including flowering natural plants, and boulders for variety and seating.

He walked through the preliminary budget which totaled a little over \$400,000, noting he would need direction from DDA to develop a more accurate picture of costs.

Discussion yielded consensus on the concept plan with the inclusion of the following preferences:

- DDA payment for development of church property including low maintenance landscaping with church responsibility for maintenance
- Seasonal color spring to fall
- Stone walls or stone façade walls
- Barrier free parking space must be concrete
- Consider whether a connecting sidewalk south to attach to parking lot is necessary
- Move berm/low retaining wall away from road to the northwest to minimize cars damaging it
- Add bench to NW side of interior sidewalk
- Minimize landscaping cost on church property
- Keep perennials, go with short grass
- Include enhancing lighting for night time

It was felt that if the church is presented with DDA willingness to spend \$165,000 on their property, they will recognize the good neighbor nature of the project for each party and will be willing to maintain their portion of the property.

Ms. Heiny-Cogswell asked Ms. Johnston to consider running the project through the site plan process, including Form Based Code restrictions.

Ms. Johnston said she would look at it from a legal standpoint. Since it is not a special exception use, it can't be conditioned. She will read through the agreement and noted cross-access is not needed except for maintenance of DDA property.

The general timetable is to 1) first do a survey, 2) finalize special direction from DDA, 3) accomplish design development and 4) put work out for bid in winter of 2018/19

It was agreed the survey should be done sooner than later and Chairperson Taylor asked for a motion.

Mr. Wieber moved to authorize Chairperson Taylor to sign a contract for survey work at a cost of up to \$8,000. Mr. Skalski supported the motion. The motion carried unanimously.

Mr. Paragon will come back with a revised design plan based on DDA input, and more firm budget figures at the next meeting.

Ms. Johnston will share the plans with church representatives to see if they are ready to move ahead.

b. Stadium Drive Sidewalks

Ms. Johnston reviewed progress to date, saying at the May meeting, the DDA decided to move this project forward to engineering design utilizing the same project team of OCBA and Prein and Newhof. Staff requested a proposal from the project team for review, as well as a professional services agreement. After some requested additions, Prein and Newhof provided an outline of the work to be completed during this phase of the project. Their proposal includes check-ins with the DDA and an opportunity for public input.

In addition, the memo outlines total costs for survey, engineering design, and landscape architecture design for the project. It also includes assistance with the MDOT Transportation Alternative Program grant application. The total costs are \$136,250. The DDA is responsible for \$84,500 of this total, which includes the design work for the DDA District. At this time, the DDA's budget does not cover the full costs for this project, however, she recommended waiting on any budget adjustments and re-evaluating in September and November as the project progresses. It is possible design work will span 2018 and 2019, allowing the costs to be spread over two budget years.

The professional service agreement was approved by the Township Board on June 26, 2018. Work has begun; Staff will update DDA as more information is available.

Preliminary costs are anticipated to be approximately \$1.6 million for the entire project. However, this does not include easement acquisition, which will be needed in a handful of locations. Hopefully, grant funding will cover approximately 50 to 60 percent of the total project cost or a minimum of \$811,000. The remaining balance of approximately \$811,000 will be split between the DDA and the Township based on percentages within district boundaries. The total project distance is approximately 9,300

linear feet. The DDA's portion is roughly 6,000 linear feet or 64.5 percent. This equates to a maximum (hoped for) expense of around \$523,095.

She suggested getting the engineering done in early 2019 and then starting on obtaining needed easements (likely less than 10.) Submission to MDOT for grant funding would follow. We would go to bid through the MDOT process late 2019, with construction in 2020. The KATS grant for 11th Street to Quail Run requires construction in 2020 (Township) and it is hoped the remaining sidewalk (funded by DDA) can be constructed at the same time as one project to achieve economies of scale.

Village Theme Development Plan

a. Market Study

Ms. Johnston noted the DDA put a line item in the budget for a market study. It would make sense to do the study now to inform the update of the Village Theme Development Plan.

It was agreed the plan was always to do a market study; it would also help to inform the PC regarding the Form Based Codes and its effectiveness, and also having the study available to businesses.

Ms. Johnston will prepare a draft request for proposal for review at the September meeting.

2019 Budget

Ms. Johnston said as with previous years, the process is for the DDA Board to recommend a draft budget to the Township Board. The Township will then incorporate the budget into their review and approval process.

Based on the 2018 tax capture, she recommended a tax revenue budget of \$106,000, with a personal property loss payment from the state in the amount of \$40,000. The Township Assessor suggested increasing revenue by one percent for the Consumer Price Index. In addition, staff added an increase of approximately four percent for the possible tax revenue that will be collected on the new construction and redevelopment within the District, for an approximate five percent increase from 2018.

Ms. Johnston recommended funding the following Capital Outlay/Projects for 2019:

Stadium Drive Sidewalks

- Engineering Design/Grant Application - \$30,000

Remaining needs from 2018 contract (contract expected to extend over two years)

- Easement Acquisition - \$50,000

Corner Property Improvements

The below numbers are best guess for the corner property improvement based on previous draft budgets for the streetscape plan.

- Engineering Design - \$30,000
- Construction Oversight - \$40,000
- Construction of Corner/Parking Lot - \$400,000

The following recommendations are for the Consultant line item:

9th Street Sidewalks

- Concept Plans - \$10,000

Market Study - \$10,000

The market study may span two years of budget. We would need to include some dollars in 2019 to cover this eventuality.

Based on the above costs, approximately \$387,250 will be needed from the DDA's fund balance. According to the Township Treasurer, the current fund balance sits at \$788,266. The proposed budget would reduce the fund balance to 401,016. With the planned Stadium Drive Sidewalk project in 2020, the DDA will need approximately \$523,095 or more to complete construction. With the current tax revenue generated by the District and available balances from 2018, we will likely have just enough funds to complete both the corner improvements and the sidewalk project.

In response to a question from Chairperson Taylor, Ms. Johnston said because the grant guidelines for the Safe Routes to School project include having to provide safety and health related programs to students long-term, KPS administration is not willing to commit to the program.

She explained the 9th street sidewalks are still a priority but difficulties are attached.

Ms. Johnston also noted the budget is different than in the past since she moved costs to the capital side of the budget once actual engineering is included.

Chairperson Taylor asked for a motion on the 2019 budget.

Mr. Skalski moved to recommend the 2018 DDA budget as proposed to the Township Board for approval. Mr. Betzler supported the motion. The motion carried unanimously.

Any Other Business

Ms. Johnston reported the façade improvements for the Kirshman Kitchen Design building have been completed and Corrie Kirshman invited DDA members to stop in to see how the grant funds were spent.

Announcements and Adjournment

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

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: July 21, 2018
Minutes Approved:



September 10, 2018

To: DDA Board

From: Themis Corakis, Treasurer

Re: Treasurer's Report

Attached you will find the Treasurer's Report for July - August, 2018, unaudited.

The main activity to report for this two-month period is the façade grant payment to Kirshman Kitchens. In addition, there were payments to Wade Trim and OCBA for consulting work. Finally, two payments to S&T Landscaping for maintenance at the Community Center and \$100 was spent on accounting services.

The dollar amounts in the consulting and capital outlay/obligated projects will appear a little different from the last treasurer's report. Staff found that allocation of invoices was somewhat inconsistent between these two budget line items. For example, Prein & Newhof invoices for overseeing the car wash demolition were found in both expenditure lines. For consistency, staff placed all invoices related to the car wash demolition in the capital projects budget. All other consultant invoices were moved to the consultant budget line item. The spreadsheets are attached.

Attachment: Treasurer's Report May – June, 2018
Capital Outlay/Obligated Projects Spreadsheet
Consultants Spreadsheet
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report July - August, 2018
unaudited

REVENUES	2018 Budget	Previous Activity	Activity this Period	Available Balance
Carryover	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Current Real Property Tax	\$132,000.00	\$101,228.21	\$0.00	\$101,228.21
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$400.00	\$809.64	\$591.64	\$1,401.28
TOTAL REVENUES	\$172,400.00	\$102,037.85	\$591.64	\$142,629.49

EXPENDITURES	2018 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	50.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$750.00	\$750.00	\$0.00	\$750.00	\$0.00	100.00%
Consultants	\$80,000.00	\$11,113.66	\$4,527.66	\$15,641.32	\$64,358.68	19.55%
Accounting & Auditing Fees	\$2,000.00	\$900.00	\$100.00	\$1,000.00	\$1,000.00	50.00%
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%
Repairs & Maintenance	\$6,000.00	\$1,168.00	\$536.00	\$1,704.00	\$4,296.00	28.40%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$380.00</i>	<i>\$0.00</i>	<i>\$380.00</i>	<i>\$1,620.00</i>	<i>19.00%</i>
<i>Lawn care and maintenance</i>	<i>\$3,000.00</i>	<i>\$788.00</i>	<i>\$536.00</i>	<i>\$1,324.00</i>	<i>\$1,676.00</i>	<i>44.13%</i>
<i>Commercial Access Drive</i>	<i>\$1,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$1,000.00</i>	<i>0.00%</i>
Capital Outlay/Obligated Projects	\$78,150.00	\$24,317.40	\$5,000.00	\$29,317.40	\$48,832.60	37.51%
<i>Car wash demolition</i>	<i>\$40,000.00</i>	<i>\$20,651.50</i>	<i>\$0.00</i>	<i>\$24,317.40</i>	<i>\$15,682.60</i>	<i>60.79%</i>
<i>Corner site improvement</i>	<i>\$28,150.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$28,150.00</i>	<i>0.00%</i>
<i>Façade Grant Program</i>	<i>\$10,000.00</i>	<i>\$0.00</i>	<i>\$5,000.00</i>	<i>\$5,000.00</i>	<i>\$5,000.00</i>	<i>50.00%</i>
TOTAL EXPENDITURES	\$172,400.00	\$38,749.06	\$10,663.66	\$49,412.72	\$122,987.28	28.66%

REVENUES EARNED 2018	\$102,629.49
EXPENDITURES 2018	\$49,412.72
NET BALANCE 2018	\$53,216.77

FUND BALANCE: \$788,266.00

09/10/2018

BUDGET ACTIVITY REPORT
TRANSACTIONS FROM 01/01/2018 TO 08/31/2018

Date Description Debits

Fund 900 DDA Fund

01/01/2018 900-728-97500 Capital Outlay/Obligated Projects

01/16/2018	DDA CAR WASH DEMOLITION	606.00
01/24/2018	REMOVAL OF WASTE FROM CAR WASH	1,201.50
02/21/2018	DDA CAR WASH DEMOLITION	1,501.20
02/27/2018	DEMOLITION PERMIT	50.00
03/21/2018	DDA CAR WASH DEMOLITION	741.75
04/23/2018	CAR WAS DEMOLITION	19,400.00
04/23/2018	CAR WASH DEMOLITION	645.95
06/13/2018	CAR WASH DEMOLITION	171.00
07/13/2018	DDA FACADE GRANT	5,000.00
	Total:	29,317.40

Yellow Moved from Consultants Line Item - 900-728-80800

09/10/2018

BUDGET ACTIVITY REPORT
 TRANSACTIONS FROM 01/01/2018 TO 08/31/2018

Date	Description	Debits
Fund 900 DDA Fund		
01/01/2018	900-728-80800 Consultants	
02/21/2018	STADIUM DRIVE SIDEWALKS DESIGN	3,707.75
03/19/2018	STADIUM DRIVE SIDEWALKS DESIGN	955.81
04/18/2018	VILLAGE CORE - CONCEPT PLANS	860.00
04/18/2018	VILLAGE CORE - CONCEPT PLANS	1,684.00
04/18/2018	STADIUM DRIVE SIDEWALKS DESIGN	1,160.45
05/17/2018	STADIUM DRIVE SIDEWALKS DESIGN	1,575.46
06/29/2018	VILLAGE CORE - CONCEPT PLANS	456.00
06/29/2018	VILLAGE THEME DEVELOPMENT PLAN	627.00
06/29/2018	VILLAGE THEME DEVELOPMENT PLAN	87.19
08/10/2018	CONCEPT PLANS - DDA PROPERTY	762.00
08/10/2018	VILLAGE THEME DEVELOPMENT PLAN	79.95
08/14/2018	STADIUM DRIVE SIDEWALK DESIGN	1,447.71
08/28/2018	CONCEPT PLANS - DDA PROPERTY	2,238.00
Total:		15,641.32

Yellow Moved from Capital Outlay/Projects Line Item - 900-728-97500

PO #10943



31 July 2018

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

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

RE: Oshtemo Village Core Plaza - Concept Design Study

Invoice #41801.00 - 5
Billing Period: through 7/31/2018

Concept Design Lump Sum Fee			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		100%	\$ 3,000.00
Refine Concept Lump Sum Fee			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		100%	\$ 3,000.00
Total Earned to Date			\$ 3,000.00
Less Previous Invoices			\$ (762.00)
Refine Concept Fee Billed this Invoice			\$ 2,238.00
Amount Due this Invoice			\$ 2,238.00

Thank you,
Kenneth W. Peregón

P.O.# 10943
Julie Johnston

O'Boyle, Cowell, Blalock and Associates, Inc.
521 S. Riverview Dr., Kalamazoo, MI 49004
Ph. 269-381-3357, Fax 269-381-2944



30 June 2018

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

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

RE: Oshtemo Village Core Plaza - Concept Design Study

Invoice #41801.00 - 4
Billing Period: through 6/30/2018

Concept Design Lump Sum Fee			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		100%	\$ 3,000.00
 Refine Concept Lump Sum Fee			
(including reimbursable expenses)	\$	3,000.00	
Percent of Services Complete		25%	\$ 762.00
Total Earned to Date			\$ 762.00
Less Previous Invoices			<u>\$ 0.00</u>
Refine Concept Fee Billed this Invoice			\$ 762.00
Amount Due this Invoice			<u>\$ 762.00</u>

Thank you,
Kenneth W. Peregón

P.O. 10952
Julie Johnston
10943

S&T Lawn Service Inc.

(269) 375-0334
3393 South 6th Street
Kalamazoo, MI 49009

PO # 10485

Invoice

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

Date:	6/30/2018
Invoice #:	15321
Terms:	Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
6/3/2018	06/03/2018 -- Lawn Mowing & Trimming	1	0.00	0.00
6/4/2018	06/04/2018 -- Weeding	1	0.00	0.00
6/10/2018	06/10/2018 -- Lawn Mowing & Trimming	1	0.00	0.00
6/11/2018	06/11/2018 -- Weeding	1	0.00	0.00
6/17/2018	06/17/2018 -- Lawn Mowing & Trimming	1	0.00	0.00
6/18/2018	06/18/2018 -- Weeding	1	0.00	0.00
6/24/2018	06/24/2018 -- Lawn Mowing & Trimming	1	0.00	0.00
6/25/2018	06/25/2018 -- Weeding	1	0.00	0.00
6/30/2018	06/30/2018 -- Lawn Service - Monthly Installment	1	268.00	268.00

Total	\$268.00
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Thank you for your business.

S&T Lawn Service Inc.

(269) 375-0334
3393 South 6th Street
Kalamazoo, MI 49009

PO # 10485

Invoice

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

Date:	7/31/2018
Invoice #:	15440
Terms:	Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
7/9/2018	07/09/2018 -- Weeding	1	0.00	0.00
7/16/2018	07/16/2018 -- Weeding	1	0.00	0.00
7/31/2018	07/31/2018 -- Lawn Service - Monthly Installment	1	268.00	268.00

Total	\$268.00
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Thank you for your business.

Wade Trim

Wade Trim
2851 Charlevoix Drive SE • Suite 108 • Grand Rapids, MI 49546
616.956.3304 • FAX: 616.956.3475 • www.wadetrtrim.com
Federal ID 38-1539898

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

Oshtemo Charter Township
7275 W. Main Street
Kalamazoo, MI 49009
Attention: Julie Johnston, AICP
Planning Director

Invoice Date : July 17, 2018
Invoice # : 2012041
Project # : OSH600201N

Remit payment to : Wade Trim
P.O. Box 10
Taylor, MI 48180

Re: DDA Village Theme Plan Rvw & Update

For Professional Services rendered from 5/28/2018 through 7/1/2018

DDA Village Theme Plan Review & Update

Total Project Fee Authorized	\$32,900.00
Percent Complete as of 7/1/2018	97.95%
Subtotal	\$32,224.75
Less Previously Invoiced	\$32,064.85
Amount Due This Invoice	\$159.90

P.O. 10801
Julie Johnston



September 13, 2018

Mtg Date: September 20, 2018
To: Downtown Development Authority
From: Julie Johnston, AICP
Re: Corner Property Improvements

After general approval of the concept plan at the July meeting, the DDA requested OCBA provide a proposal for final design, bidding, and construction observation/administration services. This proposal is attached. If approved, OCBA will begin developing the drawings which will be used to bid the project.

In addition, Prein & Newhof has been contracted to complete the survey work for both properties. The contract was for \$5,600, below the \$8,000 budgeted for the project at the July meeting. A copy of the professional services agreement is attached. Staff hopes to have an update on the survey by the meeting.

Staff has also been in touch with our contacts at the Oshtemo United Methodist Church to discuss the updated plans, property line re-description, maintenance, etc. We are working to set a meeting the first week in October. Staff will inform the DDA of the date/time if Board members wish to attend.

Attachments: OCBA Proposal
Prein & Newhof Professional Service Agreement



13 September 2018

Mr. Grant Taylor – gtaylor@oshtemo.org
Oshtemo DDA, Chair

Re: Proposal to Provide Professional Services
Village Corner – Final Design thru Construction Administration

Dear Mr. Taylor:

O'Boyle, Cowell, Blalock & Associates, Inc. (OCBA), in collaboration with Prein & Newhof and Engineering Plus, Inc., is pleased to present the following proposal to provide the Oshtemo DDA with professional services to develop final site design documents, bidding assistance, and construction administration for implementation of improvements to the DDA's Village Corner area on the combined sites of the former gas station and car wash at the northwest corner of Stadium Drive and 9th Street. Thank you for inviting us to submit our proposal; we look forward to continuing to help the DDA realize their vision for this prominent property.

Prein & Newhof will provide civil and structural engineering, due care specifications and materials testing during construction; Engineering Plus, Inc. will provide electrical engineering services.

PROJECT UNDERSTANDING

We understand the DDA wants to implement the improvements shown in the OCBA drawing *Oshtemo Village Core Concept* dated 19 July 2018 with modifications discussed at the DDA Board meeting that same date and as determined during the design process. The improvements are expected to include, but not be limited to, removal of the existing pavement; new access drive from 9th Street to a new parking lot; concrete walks; stormwater management; landscaping; site and landscape lighting; screening of the parking lot to comply with Township requirements; and signage welcoming visitors to Oshtemo Township.

We further understand the improvements will occur on both the corner property owned by the DDA and the adjacent property to the west owned by the nearby church; that the DDA anticipates entering into a land swap agreement with the church; and that the land swap will require new parcel descriptions.

We also understand the site owned by the DDA is a former gas station and convenience store that has been identified as an environmental facility containing soil and groundwater contamination due to a former leaking underground storage tank (LUST). We further understand a Section 7a Due Care Compliance Analysis and registered deed restrictions have previously required maintenance of an impervious surface to prevent infiltration of stormwater that might cause contamination to leach from the soils and migration to groundwater. Those deed restrictions are expected to be removed by agreement with the Michigan Department of Environmental Quality. However, we expect any soil handling will need to be done with due care and soil materials must stay on site or be disposed at a qualified facility; we anticipate soils staying on site will better fit the budget.

PROPOSED SCOPE OF WORK

Based on the above understanding, we will provide final design documentation, bidding assistance and construction administration for the site improvements. Our services will include:

Design Development Phase:

1. *Topographic and Boundary Surveys:* As requested, OCBA solicited a proposal from Prein & Newhof to provide survey data, which has been accepted and executed. The survey will be used to develop the construction documents for the park improvements. In addition, Prein & Newhof will prepare new legal descriptions documenting the parcel line adjustment expected to formalize the land swap between the DDA and adjacent church.
2. *Design Development Documents:* OCBA will incorporate review comments from the 19 July 2018 DDA board meeting into design development drawings of the improvements that will serve as preliminary construction drawings. These drawings will include layout, grading and drainage, lighting and electrical service, and landscape and irrigation plans of the project area identifying materials as well as preliminary details of key construction components.
3. *Cost Opinion:* OCBA will prepare an opinion of probable construction cost for the improvements based on the level of detail provided by the design development documents.
4. *Review Meeting:* OCBA will meet with DDA staff and Board to review the plan documents when they are 50% complete. Comments and suggestions made at this meeting will be incorporated into construction documents for the project.

Construction Documents Phase:

1. *Preliminary Construction Documents:* OCBA will incorporate review comments in response to the design development drawings of the improvements that will serve as preliminary construction drawings.
2. *Review Meeting:* OCBA will meet with DDA staff and Board to review the preliminary construction drawings and receive approval to proceed with preparation of final construction documents. We will prepare a refined opinion of probable construction cost for the improvements based on the level of detail provided by the preliminary construction documents.
3. *Construction Documents:* OCBA will prepare final construction documents suitable for competitive bidding. Documents will include construction drawings, technical specifications, bidding requirements, and contract forms and conditions in a format approved by the DDA. These documents will also include due care specifications for materials handling in response to previously existing environmental site conditions.
4. *Final Cost Opinion:* OCBA will prepare a final opinion of probable construction cost for the improvements based on the level of detail provided by the construction documents.
5. *Review Meetings:* OCBA will meet with DDA staff and Board to review the progress of the construction documents when they are 50% and 90% complete and incorporate modifications as required.
6. *Permits:* OCBA will prepare permit applications and submit drawings as required for pre-construction permits, including a soil erosion and sedimentation control permit and commercial driveway permit with the Road Commission of Kalamazoo County. This proposal assumes that permit fees will be paid directly by Oshtemo DDA.

Bidding Phase:

1. *Bidding Documents:* OCBA will provide reproducible bid documents (including general and supplemental conditions) in electronic format to a local document reproduction and distribution firm for distribution to bidders.
2. *Pre-Bid Meeting:* OCBA will conduct a pre-bid meeting with prospective bidders to review the scope of construction and answer contractor questions about the work.

3. *Bidding Assistance:* OCBA will answer contractor questions during the bid period and will issue clarifying addenda as required to explain the intent of the documents.
4. *Bid Review:* OCBA will review bids received and conduct post-bid interview(s) with the apparent low bidder(s) to confirm their accuracy and completeness, check the references supplied by the bidders, and write a letter recommending award to the lowest qualified bidder.

Construction Administration Phase:

1. *Construction Contracts:* In collaboration with DDA staff, OCBA will prepare contracts for construction (AIA Document A101) between the DDA and the Contractor for review and will incorporate review comments into a final contract agreement.
2. *Construction Administration:* OCBA will act as the DDA's agent in the administration of the construction contract between the DDA and the Contractor. OCBA will review Contractor submittals, prepare bulletins and recommend change orders, process applications for payment, provide materials testing, and will conduct routine communications with the DDA and Contractor.
3. *Progress Meetings:* OCBA will conduct periodic progress meetings with the DDA and Contractor present to review the status of the work and discuss project schedule and coordination issues. Memos of each meeting will be prepared for distribution to the DDA and Contractor.
4. *Site Observation Visits:* OCBA will conduct periodic site observation visits to review the progress of the work and answer Contractor questions about the contract documents. Memos of each visit will be prepared and distributed to the DDA and Contractor.
5. *Punch List and Project Close-Out:* Upon substantial completion of the work, OCBA will review the work in the field with the DDA and Contractor present to identify deficiencies; we will prepare a punch list of repairs. We will make a final site visit to review the completed project. OCBA will provide digital files of the construction documents and turn over to the DDA record drawings, warranties, maintenance instructions, waivers of lien, and other project records prepared by the Contractor.

PROJECT TEAM

- Kenneth Peregón, LLA, will function as principal in charge for this project, will oversee all design and document production, and will be your main contact at OCBA.
- Katie Chase, landscape designer at OCBA, will provide design development services.
- Paul Warnick, LLA at OCBA, will provide final design and construction documents and construction administration services.
- Tom Wheat, P.E. from Prein & Newhof will provide civil engineering services.
- Matt Moulds, P.E., from Engineering Plus, Inc., will provide lighting design and electrical engineering services.

PROPOSED PROJECT FEES

We propose to complete this work for a lump sum fee of \$42,000.00, including fees for both Prein & Newhof and Engineering Plus, Inc., plus reimbursable expenses which we estimate will be \$1,000.00. We will bill monthly in proportion to work completed. We will expect payment within 30 days of receipt of invoice.

OCBA uses information stored in electronic media ("electronic information") for convenience. Plans, Specifications, Drawings and other documents prepared in conventional form ("hard copies") are the only

instruments of service and are for use solely with respect to this Project. The Township will retain common law, statutory and other reserved rights, including the copyright, for all documents for each phase of this contract.

OCBA's Plans, Drawings and other documents will not be used by the Client or others on other projects, or for additions to this Project, except by agreement in writing by OCBA. OCBA retains the right to use documents produced under this contract for its marketing and promotional purposes.

If the above proposal meets with your approval, please print, sign and date a copy and return it to our office as a record of our agreement and authorization to proceed.

We appreciate the opportunity to continue our involvement with projects for the Oshtemo DDA and the Township. Please let me know if you have any questions or need additional information.

Sincerely,

O'BOYLE, COWELL, BLALOCK & ASSOCIATES, INC.



Kenneth W. Peregion, LLA

Accepted by:

Signature

Date

- c. Julie Johnston, Oshtemo Township - JJohnston@oshtemo.org
- Tom Wheat, Prein & Newhof - TWheat@preinnewhof.com
- Matt Moulds, Engineering Plus - mmoulds@eng-plus.com

01 January 2018



STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE

PROFESSIONAL & TECHNICAL STAFF

Principal	\$105.00/hour
Specification Writer	\$95.00/hour
Associate	\$85.00/hour
Landscape Architect	\$75.00/hour
Landscape Designer	\$65.00/hour
Office Support Staff	\$50.00/hour

These hourly rates are subject to semi-annual review and revision.

REIMBURSABLE EXPENSES

Reproduction and Printing	Cost plus 10%
Materials	Cost plus 10%
Postage, Handling, etc.	Cost plus 10%
Long Distance Telephone, FAX, etc.	Cost plus 10%
Travel, Meals and Lodging	Cost plus 10%
Equipment Rental	Cost plus 10%
Copies (8-1/2"x11")	\$0.10/copy
Mileage	Current Internal Revenue Service rate/mile

Sub-Consultants or specialists, approved by the Owner, will be charged at cost plus 10%.

INVOICES

Invoices will be issued monthly and will be paid within thirty (30) days of date of invoice. Balances remaining unpaid at due date are subject to a monthly finance charge of 1% (12% per annum) until paid.

This schedule contains pricing and other information confidential to O'Boyle, Cowell, Blalock & Associates, Inc. Disclosure of this schedule's contents to any other persons or organizations other than those named herein is not authorized without specific written permission of O'Boyle, Cowell, Blalock & Associates, Inc.

Sent via email: kperegon@ocba.com

July 27, 2018

Mr. Ken Peregon
O'Boyle Cowell Blalock & Associates, Inc.
521 South Riverview Drive
Kalamazoo, MI 49004

RE: Boundary & Topographic Survey of 6520 & 6532 Stadium Drive
Located in Section 35, Oshtemo Township, Kalamazoo County, Michigan

Dear Mr. Peregon:

Prein&Newhof is pleased to present our Professional Services Agreement to perform surveying services on the above referenced property. We propose to provide a boundary & topographic survey of said property for the lump sum price of \$5,600.00. The topographic survey will include the location of all visible improvements, first floor elevation of all buildings, observed site utilities and site contours at a 1-foot interval. Trees 6" and larger will be measured and located on the survey. A boundary survey of both parcels will also be performed and will include the location of all corners, either set or found, and preparation of one drawing. A new legal description will be prepared, if applicable for either of the two parcels.

We understand that there is the potential for a parcel line adjustment between the DDA and the Church. Our estimated lump sum cost above includes the preparation new legal descriptions for this land swap. We would require copies of the last deed of record for each of the two parcels to complete any proposed boundary work. At this time we estimate 5-6 weeks from authorization to proceed and final completion of the work.

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Christopher A. Kersten, P.S.

CAK:dlj

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

Professional Services Agreement

This Professional Services Agreement is made this 6th day of August, 2018 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 7123 Stadium Drive, Kalamazoo, MI 49009, and O’Boyle Cowell Blalock & Associates, Inc. (“Client”), of 521 South Riverview Drive, Kalamazoo, MI 49004.

WHEREAS Client intends to:

Obtain a Boundary & Topographic Survey of 6520 & 6532 Stadium Drive

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
Name: Ken Peregon
Title: _____
Phone Number: (269) 381-3357
Facsimile Number: _____
Email: kperagon@ocba.com

For P&N
Name: Christopher A. Kersten, P.S.
Title: Survey Manager
Phone Number: (269) 372-1158
Facsimile Number: (269) 372-3411
Email: ckersten@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 27, 2018
- 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 27, 2018

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$5,600.00.

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: OCBA Landscape Architects

By:



By:



Printed Name: Christopher A. Kersten, P.S.

Printed Name: Kenneth W. Peregion

Title: Survey Manager

Title: _____

Date: 08/06/18

Date: 6 August 2018

Bill To/Ship To (if different)

Name: Julie Johnston
Company: Oshtemo Downtown Development Authority
Address: 7275 West Main Street
Kalamazoo, MI 49009
Ph: 375-4260
Fx: 375-7180
Email: jjohnston@oshtemo.org

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.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

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. Indemnification – Client shall indemnify Engineer from and against any and all claims, liabilities, losses, and damages, arising from bodily injury or death of any person and/or damage or loss of any property, but only to the extent they result or arise out of the willful or negligent acts, omissions, or errors of Client or its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Nothing in this Agreement shall require Client to defend Engineer from claims, or to indemnify Engineer for any amount greater than the degree of fault of Client, its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitations.

M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- U. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- V. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- W. 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.

September 11, 2018



Mtg Date: September 20, 2018
To: Downtown Development Authority
From: Julie Johnston, AICP
Re: Market Study Request for Proposals

Per the DDA's direction, staff has prepared a draft Request for Proposals (RFP) for the Market Study planned for the DDA area. After the DDA's review of the draft document, staff will make any final changes requested prior to releasing the RFP.

The following tentative schedule is planned:

Friday, September 28th - Complete any final changes to the RFP requested by the DDA.
Monday, October 1st – Release the RFP for submittals.
Friday, November 2nd – Proposal submission deadline.
Thursday, November 15th – DDA either picks the top selection or sets interviews for the top firms.

As this is a specialized request, staff does not anticipate more than 3 to 4 proposal submittals. The DDA could either form a subcommittee to review and recommend the firm to hire or all proposals could be provided to the entire DDA to review for a final decision. The current RFP indicates 13 copies of the proposals are required to be submitted so the entire DDA receives a copy. Depending on the direction the DDA decides, the timeline above could change. If a subcommittee is formed, we would need to convene prior to the November 15th meeting to select the preferred consulting firm to be presented to the entire Board.

If interviews are desired, these could be set up for the week of November 26th, after the Thanksgiving holiday. The DDA would then need to meet in December for a final decision on the preferred firm.

Finally, we need to decide where to advertise the RFP. The Michigan Municipal League has a free service called RFP Sharing Service through their Business Alliance Program. The Michigan Association of Planning will advertise an RFP listing for a fee of \$75. We could also do a direct mailing to firms who might be interested. The below firms were listed with the Michigan Association of Planning:

Anderson Economic Group
1555 Watertower Place #100
East Lansing, Michigan 48823

Gibbs Planning Group
Town Planning + Market Research + Landscape Architecture
240 Martin Street
Birmingham, Michigan 48009

LandUse | USA, LLC
Sharon M. Woods, CRE, NCI, MA, MCP
6971 Westgate Drive
Laingsburg, MI 48848

Zachary & Associates
71 Garfield, Suite 130
Detroit, MI 48201

LandUse USA, LLC was utilized by the Township for the development of the market study for the Drake Farmstead Park, specifically the use of the new Carriage Barn. The Parks Director indicated Sharon Woods was easy to work with and that she was satisfied with the final work product.

Any additional firms recommended by the Board could also be added to the list.

Based on this overview, the following steps/decisions are needed:

1. Final changes to the RFP.
2. Determination of either a subcommittee or full Board review of the submitted proposals.
3. Acceptance of the schedule, with the understanding it could change based on if a subcommittee is formed or if interviews are needed/requested.
4. Decision on RFP advertisement (MAP is a \$75 charge, which could come out of the legal notices budget line item).
5. Decision on direct mailing (and if any other firms should be included).

Thank you.

Attachments: Draft Request for Proposals

Oshtemo Township Downtown Development Authority

Request for Proposals: Marketing Study

October 1, 2018

PURPOSE

This Request for Proposals (RFP) is issued by the Oshtemo Township Downtown Development Authority (DDA) with the purpose of contracting with a qualified consultant to perform a market study of the DDA area, which includes the Oshtemo Village.

BACKGROUND

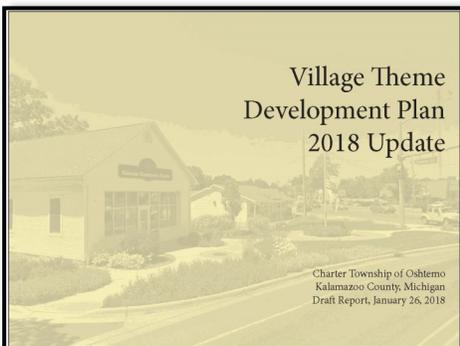
Oshtemo Charter Township is located within Kalamazoo County, just to the west of the City of Kalamazoo. Within the Township, the historic Oshtemo Village area developed at the intersection of Stadium Drive and 9th Street. This community was often referred to as a village, although it never incorporated as such. Prior to the construction of the interstate highways that border Oshtemo Township, 9th Street and Stadium Drive served as the major access road for this area and to the City of Kalamazoo. Today, much of the through traffic has shifted to the south and east onto I-94 and US-131, but Oshtemo Village remains a busy intersection and a viable business district.

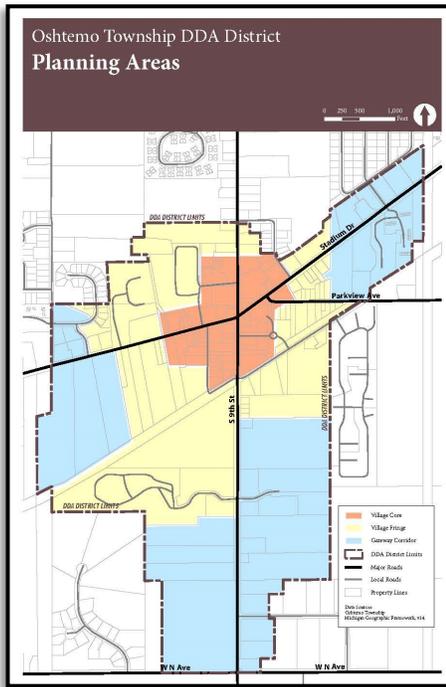


Oshtemo Township, and its neighbors to the south and west have experienced tremendous growth over the last 20 years. This has resulted in additional traffic to the Village area and expanded the potential market to be served by this center. However, with growth comes new challenges and opportunities. While the market has expanded, so has the competition. New commercial centers have developed within the Township and neighboring communities providing new competition to the DDA area.

Township leaders have recognized this and responded by focusing attention to this critical area of the community. It began in 1993 with the adoption of the Township Master Land Use Plan. That Plan established the Village as a focus area and identified goals and objectives for continued growth and development. In the past 15 years, the Oshtemo Village area has been the subject of a considerable amount of evaluation and analysis. In that time, the DDA was created and a Development and Tax Increment Financing Plan was prepared (2004). Then, a Village Theme Development Plan was crafted to establish a vision for the future built environment (2006). This Plan was followed up by the development of a Form Based Code to implement that vision (2008). A Streetscape Plan was also prepared for aesthetic and pedestrian right-of-way improvements within the district.

The Township’s most recent planning efforts have been to evaluate the 2006 Village Theme Development Plan and consider possible updates. Economic growth has improved within the Township since the 2008 downturn. However, there is some concern that the DDA area is not experiencing this growth at the same rate as other commercial areas of the Township. The completion of a market study for the DDA area is part of the effort to foster continued improvements in the Village. Understanding the amount and types of businesses that can be supported, as well as impediments to business development will be an important component of this evaluation.





PROJECT SCOPE

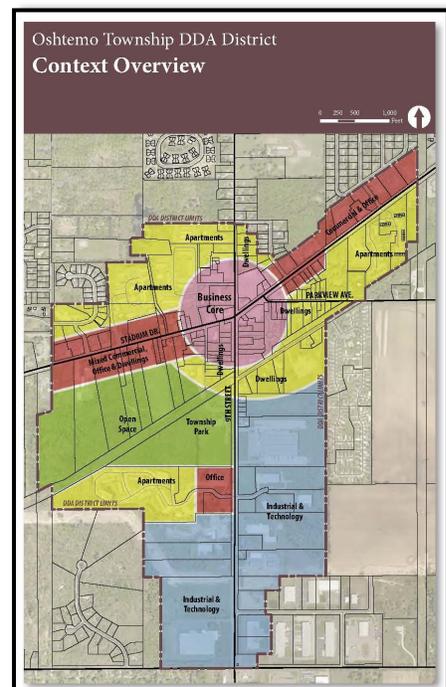
The goal of this market study is to complete an assessment of the DDA area (Oshtemo Village) as well as the areas immediately surrounding it, and the current economic market and climate, in order to project future business development potential, analyze market sectors and shares, describe business types most appropriate for the Village core and its immediate surrounding area, and to identify sites for new business creation.

Professional services should include, at minimum:

- An assessment of the DDA’s current economic market and climate.
- A projection of the DDA’s future development potential to include square footage by sector/type (i.e. retail, professional, commercial, residential, etc.) that the market could absorb now and within the next five to ten years.
- Identification of business and housing types. The analysis should include a projected number of owner-occupied versus rental, achievable rents and/or price per square foot, and identification of target users.
- Identification of location requirements and/or preferences for the targeted market.
- Identification of issues affecting future development within the DDA area.
- Strategic action plan for implementation of the report findings.

The final report should:

- Understand dynamics of the trade area including its customers and competition.
- Address specific relevant issues such as business mix, vacancies, intense competition from nearby communities, etc.
- Demonstrate and respond to the Township’s desire to recreate a thriving village within the DDA boundaries.
- Strategies to support business expansion and recruitment efforts.
- Identify niche markets.
- Provide tips for a market-driven promotional plan for the Village.
- Recommend interventions to promote business and housing development. Examples of potential interventions to be explored include public or private financial incentives, special districts, marketing materials and strategies for recruitment efforts, and general improvements tied to physical and social issues (parking, place-making efforts, etc.).



The process should involve, at minimum:

- An in-person tour and analysis of the DDA area, including data collection.
- Interaction with stakeholders, including Township staff, members of the DDA, Township Board, business and property owners, as well as customers and patrons of Village establishments.
- Meetings with the DDA for progress reports.
- Presentation to the DDA, Township Board, and general public.

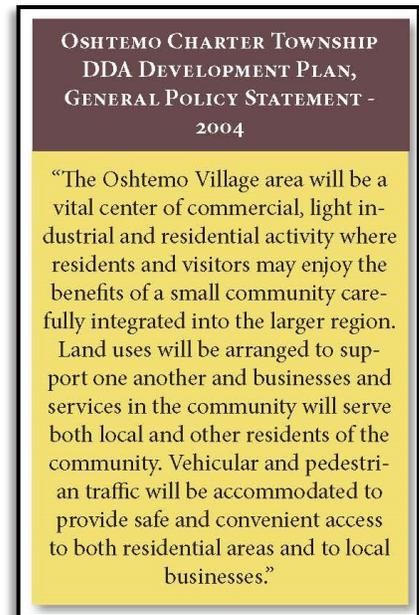
DELIVERABLES

The consultant chosen will provide one (1) hard copy of the final document to any DDA member wishing such and three (3) hard copies to Township staff, for a maximum total of 16 copies. In addition, an electronic version of the final document in quality resolution PDF format.

PROPOSAL REQUIREMENTS

The following must be received by the proposal due date:

1. Title Page – The title page shall show the proposal subject, the firm’s name, address, and contact person.
2. Cover Letter – The cover letter shall briefly state your understanding of the work to be performed and statements as to why the firm believes it is qualified to perform the work. The cover letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish that contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.
3. Project Approach –
 - Provide a description of your project approach including – but not limited to – all items listed above, a work plan and estimated personnel hours, if available. Any changes that your team might recommend to the overall scope of work should be indicated and explained.
 - Any additional information that would uniquely qualify your team for this project.
4. Consultant’s Qualifications and Related Experience – There must be sufficient information provided regarding experience with government organizations.
5. References – Provide a listing of three (3) clients where similar work was performed, including an overview of the project and short description of the client. Please provide contact information for the references.



6. Budget and Timeline – Provide a detailed budget of the proposed work, including any suggested add-ons to the scope of work. In addition, a project schedule outlining important benchmarks and project completion shall be provided. This timeline shall also include suggested public outreach, Board check-ins, and staff meetings.
7. Proof of Insurance—Provide current business insurance.

PROPOSAL SUBMISSION

A total of 13 complete copies of each proposal must be submitted in a sealed envelope and marked as “Oshtemo DDA Market Study Proposal” and addressed to:

Oshtemo Charter Township
Julie Johnston, AICP
Planning Director
7275 West Main Street
Kalamazoo, MI 49009

The proposal must be received no later than Friday, November 2, 2018, 1:00 PM EST.

Faxed or emailed proposals will NOT be accepted. Any inquiry concerning this RFP should be directed in writing to Julie Johnston, Planning Director, either via mail at the address noted above or by email at jjohnston@oshtemo.org.

All documents/information submitted in response to this solicitation may be available to the general public. The DDA will not be responsible for any costs associated with the oral and/or written presentation of the RFP. The DDA reserves the right to reject any, some, or all proposals, with or without cause, or waive any irregularities or informalities in the proposals. The DDA also reserves the right to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP when the DDA determines that such action is in the DDA’s best interests.

The DDA further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all respondents submitting proposals. The DDA also reserves the right to re-solicit for proposals.



SELECTION CRITERIA

The DDA will select the firm/individual/team deemed most advantageous to the DDA based on the criterial outlined below and demonstrated by the respondent.

- Competence and qualifications, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment, and facilities.
- Past record of professional accomplishments with similar studies.
- Ability to design an approach and work plan to meet project requirements.
- Familiarity with the local economy and Oshtemo Township.
- The rates, services, and fees proposed.
- References.

The resulting contract will include this RFP, any clarifications or addenda thereto, the selected firm's/ individual's/team's proposal, and any changes negotiated by the parties.

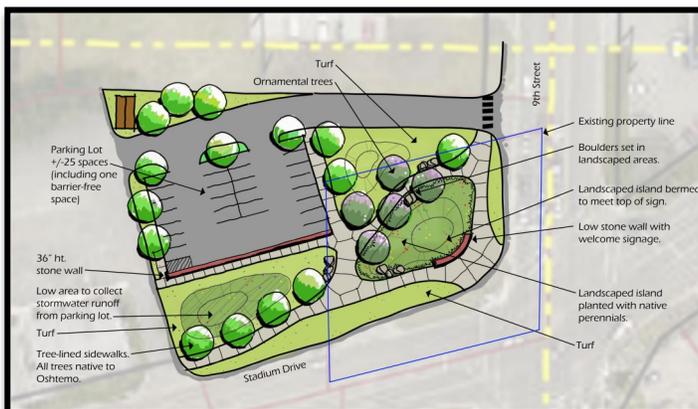
INTERVIEWS

The DDA reserves the right to interview any, all, or none of the respondents submitting a proposal for this RFP. Although an interview may take place, the proposal should be comprehensive and complete on its face. The DDA reserves the right to request clarifying information subsequent to submission of the proposal.

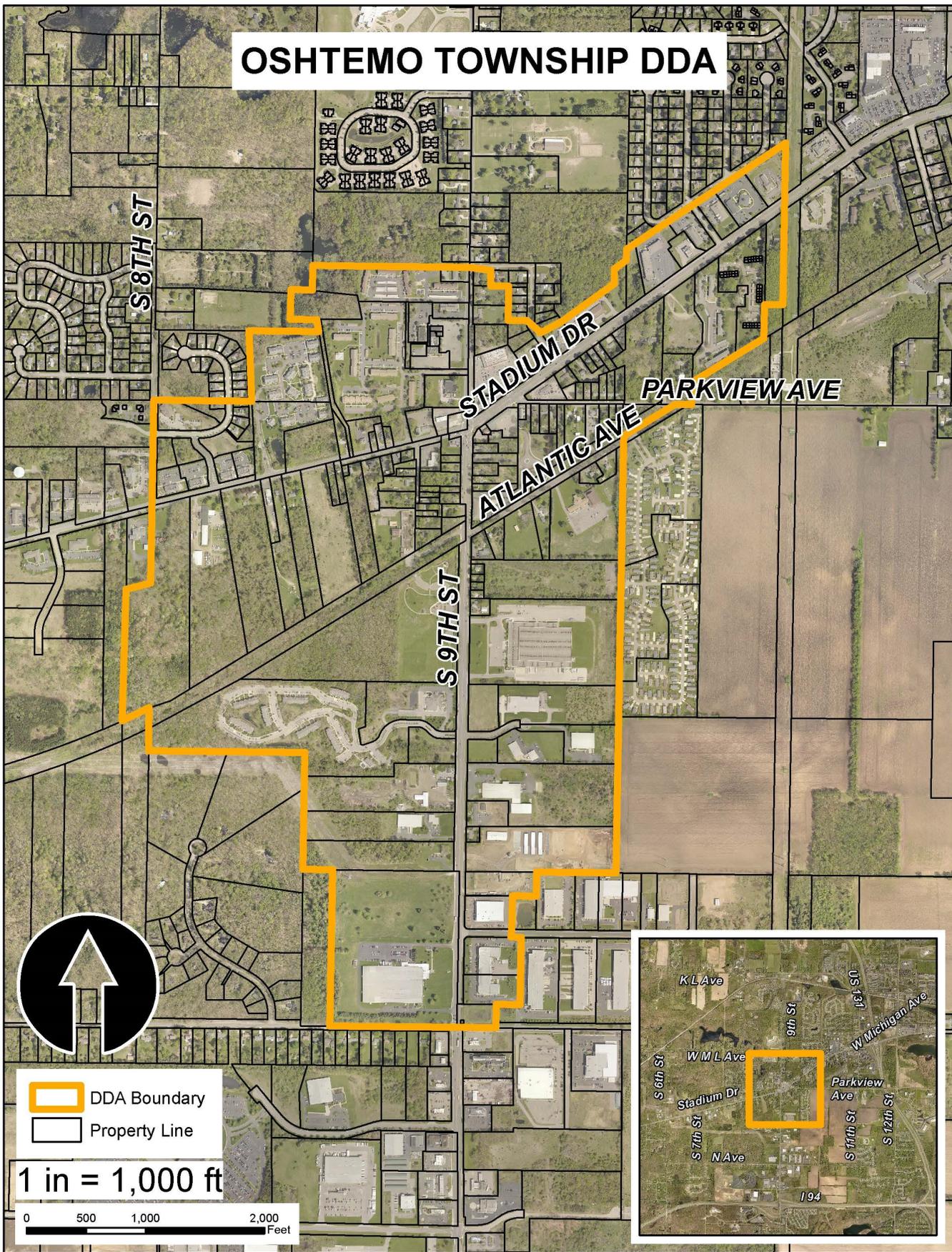
ATTACHMENTS

A: DDA Boundary Map

B: Non-Discrimination Policy for Formal Bidding



OSHTEMO TOWNSHIP DDA



Attachment B: Non-Discrimination Policy for Formal Bidding

**CHARTER TOWNSHIP OF OSHTEMO
KALAMAZOO COUNTY, MI**

NON-DISCRIMINATION POLICY FOR FORMAL BIDDING

EFFECTIVE: AUGUST 22, 2017

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), and the Oshtemo Charter Township Non-Discrimination Ordinance No. 549, adopted August 27, 2013, all Contractors or their agents wishing to do business with the Township, shall agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status, citizenship, gender identity, sexual orientation, genetic information, or because of a physical or mental disability/handicap that is unrelated to the person's ability to perform the duties of a particular job or position. All Contractors and their agents further agree that any subcontract shall contain a non-discrimination provision identical to this provision and binding upon any and all subcontractors.

Any Contractor not complying with these requirements shall be ineligible to receive award of a bid for any Township project. If awarded any Township Contracts, all Contractors and Sub-Contractors agree to the following:

- 1) The Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, religion, color, national origin, handicap,

age, sex height, weight, marital status, familial status, citizenship, gender identity, sexual orientation, genetic information, or because of a physical or mental disability/handicap that is unrelated to the person's ability to perform the duties of a particular job or position. It will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, national origin, age, sex, height, weight or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight or marital status, familial status, citizenship, gender identity, sexual orientation, genetic information, or because of a physical or mental disability/handicap.
- 3) The Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative its commitments under this paragraph.

- 4) The Contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 206, 1976 PA 453, as amended, and Oshtemo Charter Township Non-Discrimination Ordinance No. 549.

- 5) Upon request, the Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, or Oshtemo Charter Township; said forms may also elicit information as to the practices, policies, programs, and employment statistics of each Subcontractor as well as the Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission, Oshtemo Charter Township, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Civil Right Commission relevant to Section 206, 1976 PA 453, as amended, or Oshtemo Charter Township.

- 6) In the event that the Civil Rights Commission, or Oshtemo Charter Township, finds, after a hearing that a Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission, or the Township, may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, or the Oshtemo Township Board, which Board may order the cancellation of the Contract found to have been violated, and/or declare the Contractor ineligible for future contracts until the Contractor complies with said order of the Civil Rights Commission, or the Township Board. Notice of said declaration of future ineligibility may be given to any or all of

the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts.

- 7) The Contractor will include, or incorporate by reference, the provisions of the foregoing Subparagraphs 1) through 6) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Michigan Civil Rights Commission or Oshtemo Charter Township, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

September 11, 2018



Mtg Date: September 20, 2018
To: Downtown Development Authority
From: Julie Johnston, AICP
RE: 2019 Draft Budget – Requested Amendments

After completing the draft budget with the DDA, staff began entering the data into the larger Township budgeting process and realized a couple of mistakes with the original draft spreadsheet provided at the July meeting.

To begin, the expenditures column did not add correctly. The expenditures total of \$536,250 shown on the July draft budget should have totaled \$586,250, a \$50,000 difference. After investigating the spreadsheet, it became clear that the \$50,000 indicated in the Capital Outlay/Acquisitions line item (Stadium Drive easement acquisition) did not get included in the total. This then effected the required Carry-Over from the Fund Balance in the revenue section of the budget. The appropriate budget total of \$586,250 should have required a Carry-Over of \$437,250, not the \$387,250 shown.

Additionally, the Façade Grant program was mistakenly left off of the budget. This is an additional \$10,000 that needs to be added if the DDA wishes to continue the program in 2019. Staff would also recommend increasing the budget line-item for the Market Study. Originally, we proposed \$10,000 in 2019 to cover the project over two budget years. With a possible contract on the market study beginning in November/December of this year, we may want to consider a larger budget for this expenditure in 2019. It is not likely that much work will get completed in 2019. Staff is recommending increasing the budget from \$10,000 to \$20,000 in 2019.

The project budgets would be as follows:

Stadium Drive Sidewalks

- Engineering Design/Grant Application - \$30,000
Remaining needs from 2018 contract (contract expected to extend over two years)
- Easement Acquisition - \$50,000

Corner Property Improvements

- Engineering Design - \$30,000
- Construction Oversight - \$40,000
- Construction of Corner/Parking Lot - \$400,000

Façade Grant Program

- 2 grants - \$10,000

The following recommendations are for the Consultant line item:

9th Street Sidewalks

- Concept Plans - \$10,000

Market Study - \$20,000

Based on the above costs, approximately \$457,250 will be needed from the DDA's fund balance. According to the Township Treasurer, the current fund balance sits at \$788,266. The proposed budget would reduce the fund balance to \$331,016. With the planned Stadium Drive Sidewalk project in 2020, the DDA will need approximately \$523,095 or more to complete construction. With the current tax revenue generated by the District and possible available balances from 2018 and 2019, it is conceivable that the DDA will not have enough available funds to cover the sidewalk project in 2020. This will all depend on the number and expense of the easements needed for this project as well as the final cost of the corner property improvements.

Attachments: 2019 Draft Budget - Amended

2019 DDA Budget
DRAFT: 09-20-2018
NEW information shown in BLUE

REVENUES	2017 Budget	2017 Actual	2018 Budget	2019 Proposed Budget	Change from 2018-19
Carryover	\$ 51,950.00	\$ -	\$ 88,000.00	\$ 457,250.00	\$ 369,250.00
Current Real Property Tax	\$ 126,900.00	\$ 75,764.45	\$ 132,000.00	\$ 106,000.00	\$ (26,000.00)
Miscellaneous (personal property loss)	\$ -	\$ 44,288.27	\$ -	\$ 40,000.00	\$ 40,000.00
Interest Earned	\$ 400.00	\$ 3,650.14	\$ 400.00	\$ 3,000.00	\$ 2,600.00
TOTAL REVENUES	\$ 179,250.00	\$ 123,702.86	\$ 220,400.00	\$ 606,250.00	\$ 385,850.00

EXPENDITURES	2017 Budget	2017 Actual	2018 Budget	Recommended 2019 Budget	Change from 2018-2019
Staff	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
Supplies	\$ 500.00	\$ 220.70	\$ 500.00	\$ 500.00	\$ -
Postage	\$ 500.00	\$ 175.00	\$ 500.00	\$ 500.00	\$ -
Community Events	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ -
Consultants	\$ 125,000.00	\$ 30,736.60	\$ 72,000.00	\$ 30,000.00	\$ (42,000.00)
Accounting & Auditing Fees	\$ 2,000.00	\$ 1,150.00	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Fees	\$ 2,000.00	\$ 97.50	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Notices	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -
Repairs & Maintenance	\$ 6,000.00	\$ 2,840.00	\$ 6,000.00	\$ 8,000.00	\$ 2,000.00
Miscellaneous	\$ -	\$ 3,390.48	\$ -	\$ -	\$ -
Capital Outlay/Obligated Projects	\$ 40,000.00	\$ -	\$ 134,150.00	\$ 510,000.00	\$ 375,850.00
Capital Outlay/Acquisition	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
TOTAL EXPENDITURES	\$ 179,250.00	\$ 41,360.28	\$ 220,400.00	\$ 606,250.00	\$ 385,850.00

Consultants		Current Fund Balance	\$ 788,266.00
9th Street Sidewalk Concept Plans	\$ 10,000.00	Required Carry-Over for 2019	\$ 457,250.00
Market Study	\$ 20,000.00	Remaining Fund Balance	\$ 331,016.00
Capital Outlay/Projects			
Stadium Drive Sidewalks	\$ 30,000.00		
Corner Lot Improvements	\$ 470,000.00		
Façade Grant	\$ 10,000.00		
Capital Outlay/Acquisitions			
Stadium Drive Easements	\$ 50,000.00		