



7275 W. MAIN STREET, KALAMAZOO, MI 49009
269-216-5220 Fax 375-7180 TDD 375-7198
www.oshtemo.org

**DOWNTOWN DEVELOPMENT AUTHORITY
Board of Directors**

Participate through this Zoom link:
<https://us02web.zoom.us/j/85293536168>

Or by calling: 1-929-205-6099
Meeting ID: **852 9353 6168**

(Refer to the www.oshtemo.org Home Page or the next page of this packet for additional Virtual Meeting Information)

Thursday, March 18, 2021
12:00 p.m. - 1:00 p.m.

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: January 21, 2021
4. Treasurer's Report: January – February 2021 (unaudited)
5. Budget Amendment – guy pole and anchor at DDA Gateway
6. Project Updates
 - a. Stadium Drive Sidewalks and Contract
7. Corner Plaza and Millard's Way 2021 landscaping and maintenance quote
8. 'Music in the Park' concert series – DDA feedback requested
9. Other Items
10. Public Comment
11. Announcements and Adjournment

Next Meeting **Thursday, May 20th, 2021**

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 11-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](#) on any browser and entering this **Meeting ID: 852 9353 6168**

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet or smartphone then you can join via conference call by following instructions below.

To join the conference by phone:

1. On your phone, dial the teleconferencing number: **1-929-205-6099**
2. When prompted using your touchtone (DTMF) keypad, enter the Meeting ID number: **852 9353 6168#**

Participant controls in the lower-left corner of the Zoom screen:



Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

If you are attending the meeting by phone, to use the “Raise Hand” feature **press *9 on your touchtone keypad.**

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.

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

DRAFT MINUTES OF A VIRTUAL MEETING HELD JANUARY 21, 2021

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting via tele-conference on Thursday, January 21, 2021. The meeting was called to order at approximately 12:02 p.m.

Roll Call Vote:

Members present: Grant Taylor, Bruce Betzler, Bill Cekola, Themis Corakis, Libby Heiny-Cogswell, Rich MacDonald, Dick Skalski and Ryan Wieber.

Members absent: Mike Lutke, and Jack Siegel.

Also present: Iris Lubbert, Planning Director and Martha Coash, Recording Secretary.

Guest: Tom Wheat, Prein & Newhof

Approval of Agenda

Chairperson Taylor asked if there were additions or corrections to the agenda. Hearing none, he asked for a motion.

Mr. Corakis moved to approve the agenda as presented. Mr. Wieber seconded the motion. The motion passed unanimously by roll call vote.

Election of Officers

The current officers indicated they were willing to continue in their same capacities for 2021. Hearing no other nominations, the Chair asked for a motion.

Mr. Skalski moved to elect the following current officers to continue for 2021:

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

Mr. Wieber supported the motion. The motion was approved unanimously by roll call vote.

Approval of Minutes

The Chair asked if there were additions or corrections to the Minutes of the Virtual Meeting of December 3, 2020. Hearing none, he asked for a motion.

Mr. Wieber moved to approve the Minutes of the Meeting of December 3, 2020 as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Treasurer's Report:

a. November – December 2020 (unaudited)

Ms. Lubbert reported there were no revenue increases during this cycle.

Expenditures totaled \$49,690.85. Payments included general operating expenditures, the annual Music in the Park contribution, holiday décor at the corner site, finalizing the corner site improvement project, and the second round of Small Business Emergency Assistance Grants

She noted an invoice for a \$120.00 legal fee was double charged and the appropriate account was reimbursed. A \$156.46 electric fee in question was found to be accurate and will be paid when an invoice is received. In addition a retaining wall fee questioned by Mr. Corakis was found to be improperly charged to the DDA and will be corrected. She thanked Mr. Corakis for bringing that to the group's attention.

Mr. Wieber moved to approve the Treasurer's Report for November – December 2020 as presented. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

b. 2021 Budget

Ms. Lubbert reported there were no charges currently to the approved, unaudited 2021 budget.

Chairperson Grant noted after settlement the DDA is expected to capture approximately \$830,000. Last year \$170,000 was captured. \$450,000 is estimated to be spent on the shared use path, but that amount could increase. Last year \$60,000 was budgeted for design and engineering for the Stadium Drive path; only \$7,500 was used. It will be used in 2021, which will require a budget amendment.

Ms. Lubbert reported there is a jump in the maintenance fee in 2021 since the corner lot will be included this year.

The Chair noted \$4,500 of the budgeted \$8,000 was spent from the maintenance budget last year.

Ms. Lubbert said she would expand the maintenance item on the chart for next month to show how the budget is broken up.

Ms. Lubbert said a letter from the Happy Trails Boarding Kennel was received thanking the DDA for the grant received through the Emergency Assistance Program.

Chairperson Grant said he was glad a second round of the grant program was approved to assist DDA businesses.

Project Updates

a. Gateway Project at Stadium and 9th Update

Mr. Skalski reported the construction work at the Gateway Project has been substantially completed. Problems discussed at the last meeting have been addressed. He will address a couple more small problems likely to result in a small charge, if any.

The group was pleased with the holiday décor and looks forward to an even better display for 2021 when there will be more lead time for planning.

b. Stadium Drive Sidewalks and Contract

Ms. Lubbert said during the budget discussion late last year, the DDA Board unanimously agreed their main and largest project for 2021 would be the installation of a shared use path along the north side of Stadium Drive within their boundaries.

Mr. Russell, of Prein & Newhof, was unable to be present at the meeting. Mr. Tom Wheat was in attendance in his place.

Chairperson Taylor noted there was a carryover of \$52-53,000 from last year's budget. An amendment will be needed to provide a budget of \$63,800 for 2021. An estimate for landscaping was included in the contract, with OCBA as the subcontractor.

He indicated design work for both the north and south sides of Stadium Drive will be done in 2021. Construction will be done only on the north side this year. The design work will need to be done by March 26 in order to begin construction this spring. OCBA will provide streetscape work, trees and landscaping after construction. Board approval to sign an approved design contract will be needed. We will have a good idea of construction cost in March. The DDA can approve the construction budget at that time.

Ms. Heiny-Cogswell asked whether there needed to be an amendment to the contract to include OCBA.

Ms. Lubbert explained the DDA requested that invoices from Prein & Newhof for DDA work and Township work be separated to provide invoices that clearly show DDA expenses only. She believed that was not the case for 2020.

Mr. Wheat will clarify with Mr. Russell whether the 2020 work contract was separately calculated or as a total of Township and DDA work.

Ms. Libby-Cogswell wondered whether the contract should be run through attorney review.

Mr. Wheat noted Township Attorney Porter had reviewed the contract.

Chairperson Taylor indicated the contract needed to be changed to 1) update the client information to list him as Chair of the DDA rather than Treasurer and change his email to his personal account, 2) indicate the contract is with the DDA rather than Oshtemo Township, and 3) to scratch out ownership.

Mr. Corakis confirmed Prein & Newhof plans to slope the retaining wall next to affected apartments.

The group agreed to provide landscaping at the small corner (about 10 ft. x 10 ft.) at Stadium and 9th Street in front of the Subway shop, realizing it would be a small expenditure and being mindful of careful stewardship of funds and possible public criticism.

Ms. Heiny-Cogswell noted construction observation was not included in the contract and felt everything should be lined up now.

Mr. Skalski said that is typically done as a separate contract.

Chairperson Taylor indicated a separate contract could be completed later and that he could meet with Mr. Russell on that, but they should get the contract signed and the project underway now.

Mr. Corakis agreed they should move forward now. He thought everything necessary could be done at the next DDA meeting in March so the project could still be put out for bid in March.

Mr. Corakis moved to approve the contract as presented in the amount of \$63,800, with the three amendments discussed: 1) update the client information to list him as Chair of the DDA rather than Treasurer and change his email to his personal account, 2) indicate the contract is with the DDA rather than Oshtemo Township, and 3) to scratch out ownership, and that Chairperson Taylor be authorized to sign the document. Mr. Skalski seconded the motion. The motion carried unanimously by roll call vote.

Contract Renewal for DDA Seasonal Banners

Ms. Lubbert indicated the DDA Board has contracted with SignArt in past years to store and rotate the DDA's seasonal banners. A proposed contract, for the same work at the same cost, \$380 per banner swap for a total of \$1,520, needed approval.

Mr. Corakis said he felt other contractors should be considered for 2022 and volunteered to contact a few.

The group agreed and thanked him for taking on that work.

Mr. Skalski moved to approve the SignArt contract for 2021 at the cost of \$1,520. Mr. Betzler seconded the motion. The motion carried unanimously by roll call vote.

DDA Survey Results Discussion

Ms. Lubbert reported that from November through December last year an anonymous online survey was posted on the DDA's website, Facebook and Nextdoor. 63 responses were received and compiled in a report for the Board.

She indicated most respondents were customers; followed by property owners. She felt the angst regarding the sewer debate impacted some responses and said she thought there was a misconception regarding the purpose of DDA funds.

Ms. Lubbert felt there were three main takeaways from the responses:

- 1) There was enough confusion regarding the sunburst on the corner property sign to consider removing it.
- 2) A lot of confusion about the term "Village" was evident.
- 3) Sidewalks were the biggest improvement respondents were excited about.

Ms. Heiny-Cogswell expressed regret the DDA was politicized as a result of the sewer debate last year.

Mr. MacDonald agreed the starburst was confusing and should be removed from the sign. He felt comments confirmed they were right in refraining from a more elaborate gateway, that their decisions were based on the right reasoning.

Mr. Skalski said the area may be perceived more as a village five or ten years down the road than it is currently.

Chairperson Grant was pleased comments reflected confirmation they are moving in the right direction with sidewalk plans.

Mr. Corakis moved to approve an expenditure of up to \$500 from the maintenance budget to remove the starburst from the gateway sign. Mr. MacDonald seconded the motion. The motion carried unanimously by roll call vote.

Other Board Items/Updates

Mr. MacDonald commended Ms. Lubbert for her work administering the Small Business Grants, which was above and beyond the call of duty.

Ms. Heiny-Cogswell said by State law a resident is required to be a member of the DDA. Turnover has resulted in needing to find a resident to serve and asked that members email her with ideas.

Public Comment

As there were no members of the public present, the Chair moved to the next item on the agenda.

Announcements and Adjournment

Hearing none, the Chairperson adjourned the meeting at approximately 1:04 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: January 22, 2021

Minutes Approved:

March 8, 2021



To: DDA Board

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

Re: January – February 2021 Treasurer’s Report

Attached you will find the Treasurer’s Report for January – February 2021, unaudited.

For revenues, \$25.88 in interest earned was collected this cycle.

Expenditures from this cycle total \$7,381.88. Payments included general operating expenditures, Stadium Drive Shared Use Path design and easement acquisition, and a payment for DDA banner rotation.

Attachments: January – February 2021 Treasurer’s Report
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report January - February 2021
Unaudited

REVENUES	2021 Budget	Previous Activity	Activity this Period	Total Actual Revenue
Carryover	\$500,000.00	\$0.00	\$500,000.00	\$500,000.00
Property Tax Revenue	\$189,476.00	\$0.00	\$0.00	\$0.00
Misc (Personal Property Loss)	\$35,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$1,000.00	\$0.00	\$25.88	\$25.88
TOTAL REVENUES	\$725,476.00	\$0.00	\$500,025.88	\$500,025.88

EXPENDITURES	2021 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance per 2020 Budget	Percent Used
Staff	\$2,000.00	\$0.00	\$500.00	\$500.00	\$1,500.00	25.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0.00%
Consultants	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0.00%
<i>Assistance with new projects</i>	<i>\$20,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$20,000.00</i>	<i>0.00%</i>
<i>DDA Executive Director</i>	<i>\$35,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$35,000.00</i>	<i>0.00%</i>
Accounting & Auditing Fees	\$3,000.00	\$0.00	\$300.00	\$300.00	\$2,700.00	10.00%
Legal Fees	\$2,000.00	\$0.00	\$30.00	\$30.00	\$1,970.00	1.50%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$0.00	\$49.38	\$49.38	\$1,150.62	4.12%
Electric	\$600.00	\$0.00	\$135.39	\$135.39	\$464.61	22.57%
Repairs & Maintenance	\$15,000.00	\$0.00	\$380.00	\$380.00	\$14,620.00	2.53%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$380.00</i>	<i>\$380.00</i>	<i>\$1,620.00</i>	<i>19.00%</i>
<i>Lawn care and maintenance</i>	<i>\$12,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$12,000.00</i>	<i>0.00%</i>
<i>Millard's Way snow removal</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	\$575,000.00	\$0.00	\$5,987.11	\$5,987.11	\$569,012.89	1.04%
<i>Stadium Drive Shared Use Path</i>	<i>\$450,000.00</i>	<i>\$0.00</i>	<i>\$5,987.11</i>	<i>\$5,987.11</i>	<i>\$444,012.89</i>	<i>1.33%</i>
<i>9th Street Sidewalk</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$30,000.00</i>	<i>0.00%</i>
<i>Façade grant program</i>	<i>\$10,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$10,000.00</i>	<i>0.00%</i>
<i>Car Charging Station</i>	<i>\$20,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$20,000.00</i>	<i>0.00%</i>
<i>OCC Wifi</i>	<i>\$5,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$5,000.00</i>	<i>0.00%</i>
<i>Property Acquisition</i>	<i>\$60,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$60,000.00</i>	<i>0.00%</i>
TOTAL EXPENDITURES	\$656,050.00	\$0.00	\$7,381.88	\$7,381.88	\$648,668.12	1.13%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$492,644.00
FUND EQUITY	\$160,955.85
TOTAL CASH BALANCE	\$653,599.85

***Oshtemo
Township***
7275 W. Main
Kalamazoo MI, 49009



Bill To:
Oshtemo Downtown Development Authority
7275 West Main
Kalamazoo, MI 49009

INVOICE # 10117

Date: January 21, 2021

STATEMENT

Invoice #	Description	Rate	Quantity	Due	Balance
10117	Planning Staff				
	4th Qtr 2020	\$500	1	\$500.00	\$500.00
	4th Quarter 2020 Legal Support				
	Oct 2020	\$150	-0-	\$-0-	\$-0-
	Nov 2020	\$150	-0-	\$-0-	\$-0-
	Dec 2020	\$150	0.2	\$30.00	\$30.00
Total Due					\$530.00

PAST DUE BALANCE

Invoice #	0-30	30-60	60-90	90+
10117	\$530.00			

Please make all checks payable to: ***Oshtemo Township***
Invoice # 10117

Attention:
Oshtemo Twp Treasurer's Office
7275 W Main
Kalamazoo MI, 49009

Total Due:
\$530.00

SiegfriedCrandallPC

Certified Public Accountants & Advisors

*Email asking for 2-9
 Receipt PO -
 Enter when all
 POs are in
 place*

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

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

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

Invoice Number: 104561
 Client ID: 6870

Date: 01/31/2021
 Payable upon receipt

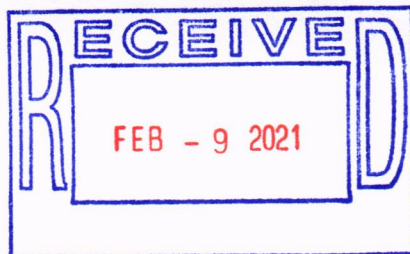
Professional services during the month of January 2021, which included the following:

J. Frederickson - September-November bank reconciliations	
- 19.50 hours @ \$160	3,120.00
A. Knafel - cash assistance and other questions	
- 11.00 hours @ \$135	1,485.00
Less: discount	(105.00)

Breakdown by Fund:

	✓ 101 - \$2,100	-101-223-82500 - Receipt PO - R13930 / P13792
Parks	✓ 107 - 300	-P13801
FD	✓ 206 - 300	-P13800
clerk	✓ 207 - 300	-P13793
FD	✓ 211 - 300	-P13800
Ord Ent	✓ 249 - 300	-P13795
PW	✓ 490 - 300	-P13753 - 490-000-80800
PW	✓ 491 - 300	-P13753 - 491-000-80800
Planning	- 900 - 300	-P13794

	\$4,500	
	=====	



New Charges:	\$4,500.00
Plus Prior Balance:	\$2,300.00 <i>pl.</i>
New Balance:	<u>\$6,800.00</u>

P13679



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

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

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

INVOICE 007283
Invoice Date 11/18/2020
Sales Order 0006077
Quotation # 0008166
Customer PO -
Customer ID OT04
Salesperson Steve VanderSloot

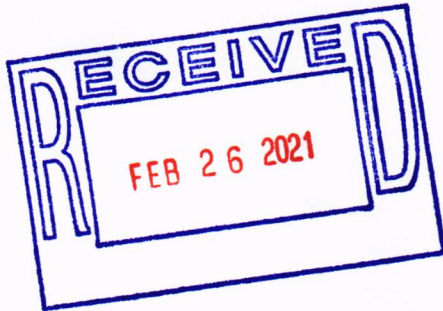
LOCATION OSHTEMO CHARTER TOWNSHIP
7275 W. MAIN ST.
KALAMAZOO, MI 49009

ATTENTION

CONTACT IRIS LUBBERT

Item	Qty	UM	Description of Work	Price	Extension
004	1.00	EA	BANNER SWAP - 4 (NOV)	\$380.00	\$380.00

Using one (1) man and 30' bucket truck, remove from SignArt inventory and reinstall customer provided 2' 6" x 5' 0" banners. Swapped out existing banners located on various utility poles in the village district. Returned existing banners to SignArt inventory.



SignArt, Inc. Is An Equal Opportunity Employer

* indicates a taxed item

AMOUNT DUE UPON RECEIPT

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

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

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

Total Amount: \$380.00





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

Reg # 13911

PO 13842

City of Kalamazoo Utility Bill

Account Number:	SDK00652002	Bill Date:	02/05/2021
Unique ID:	163648	Due Date:	02/26/2021
Customer Name:	OSHTEMO TOWNSHIP		
Service Address:	6520 STADIUM DR	Cycle:	3C

Special Message:
 SIGN UP ONLINE AT WWW.KALAMAZOOCITY.ORG/TREASURER TO SCHEDULE RECURRING PAYMENTS, TEXT ALERTS, AND USE THE DASHBOARD TO VIEW ALL YOUR ACCOUNT INFORMATION IN ONE SPOT.

01503

OSHTEMO TOWNSHIP
 ##
 7275 W MAIN ST
 KALAMAZOO, MI 49009-9334

Prior Balance \$801.38
Paid Since Last Bill \$(801.38)
Adjustments \$0.00
Penalties \$0.00
PAST DUE BALANCE \$0.00

Office Open:

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

Email Address:
 utilities@kalamazoo.org

Visit our website:
 www.kalamazoo.org

Meter #	Prev Date	Curr Date	Previous Reading	Current Reading	Usage
1566502634	11/04/20	02/01/21	193	193	0
-	-	-	-	-	-

Service	Usage	Charges
OSH-SURCHARGE-WATER		\$1.81
WATER OMR QT OS 1"		\$45.30

Please see reverse side for additional information.

TOTAL CURRENT CHARGES	\$47.11
BALANCE FORWARD	\$0.00
TOTAL AMOUNT DUE	\$47.11

Total due if after due date: \$49.38

Any payments applied after 02/05/2021 are not included

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

DUE DATE APPLIES TO NEW CHARGES ONLY. A LATE CHARGE OF 5% WILL APPLY IF PAYMENT IS NOT RECEIVED BY DUE DATE.

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

PAY YOUR BILL ONLINE AT WWW.KALAMAZOOCITY.ORG

Cycle: 3C



ACCOUNT NUMBER	BILL DATE	DUE DATE
SDK00652002	02/05/2021	02/26/2021
TOTAL CURRENT CHARGES	PAST DUE BALANCE	TOTAL AMOUNT DUE
\$47.11	\$0.00	\$47.11

Please Check This Box If Completing Back of Coupon.



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



0000000000000000SDK00652002U000000047



NNNNNN

For City Information Visit: www.kalamazoocty.org

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

City of Kalamazoo Utility Debit Billing Authorization

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

Print Name _____

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

Service Address _____

Phone Number _____

Email Address _____

Mobile Number _____

Signature _____

Date _____

Signature _____

Date _____

Note: If joint account, both parties must sign.

METHODS OF PAYMENT

Direct Debit: See information above to enroll

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

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

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

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

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

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

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

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

PLEASE CONSERVE WATER - Every drop counts at Kalamazoo!

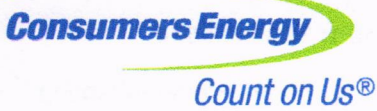
For more information about water use and water conservation, please visit the City's website at www.kalamazoocty.org

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

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

P 12710 line?

Account: 1030 3845 5574



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

Amount Due: \$76.94
Please pay by: February 04, 2021



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

900-728-92100

Thank You - We received your last payment of **\$52.62** on **December 31, 2020**

Service Address:
6520 STADIUM DR
KALAMAZOO MI 49009-2018

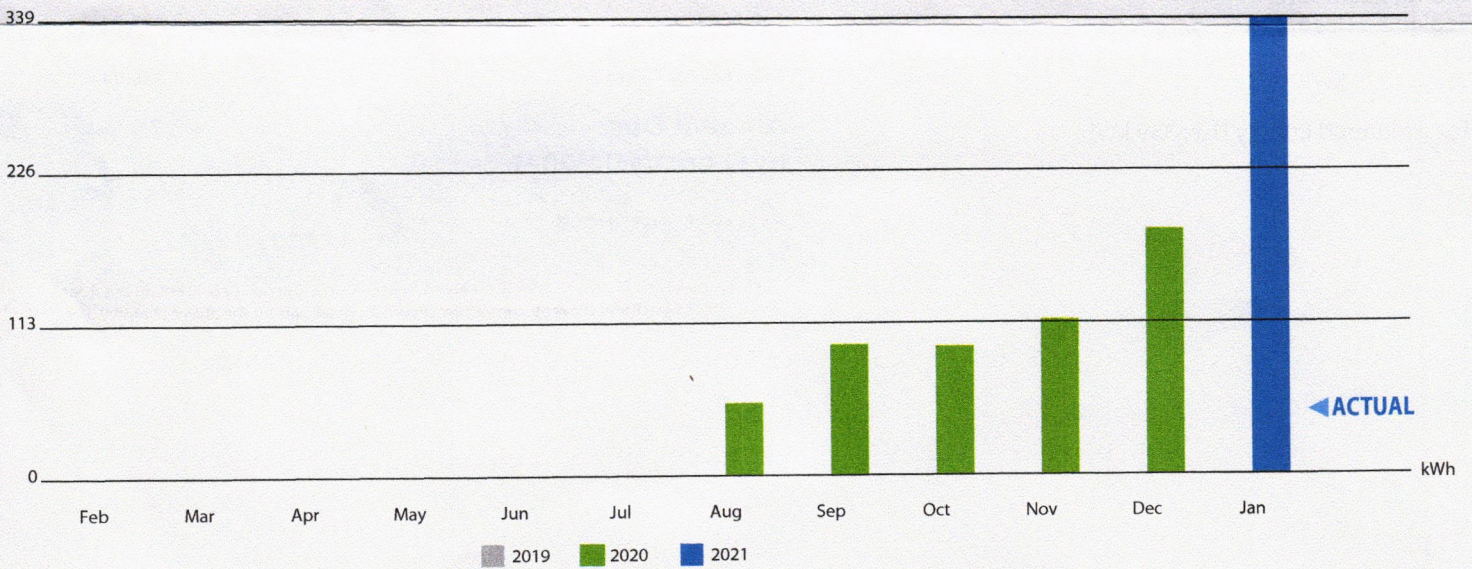


P 13720

January Energy Bill

Service dates: December 14, 2020 - January 09, 2021 (27 days)

Total Electric Use (kWh - kilowatt-hour)



January Electric Use

339 kWh
January 2020 use: 0 kWh

Cost per day:

\$2.85

kWh per day:

13

Prior 12 months electric use:

882 kWh

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

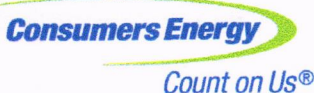


Downed power lines.
Stay 25 feet away. Call from a safe location.



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

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



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

Account: 1030 3845 5574

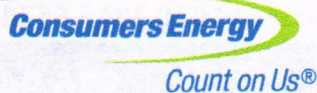
Service Address:
OSHTEMO TOWNSHIP
6520 STADIUM DR
KALAMAZOO MI 49009-2018

PAYMENT CENTER
PO BOX 740309
CINCINNATI OH 45274-0309

Amount Due: \$76.94
Please pay by: February 04, 2021
Enclosed:

I 103038455574 000000076943 0000 2056 0 000000000000

9513541



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

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

Account Information

Bill Month: January
Service dates: 12/14/2020 - 01/09/2021
Days Billed: 27
Portion: 12 01/21

Rate Information

Elec Gen Sec Rate GS Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 02/10/2021

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 0000003870323
Beginning Read Date: 12-14
Ending Read Date: 01-09
Beginning Read: 543
Ending Read: 882 (Actual)
Usage: 339 kWh

Total Metered Energy Use: 339 kWh

January Energy Bill

Invoice: 205189259243

Account Summary

Last Month's Account Balance	\$52.62
Payment on December 31, 2020	\$52.62-
Balance Forward	\$0.00

Payments applied after Jan 13, 2021 are not included.

Electric Charges

Energy	226@ 0.095527	\$21.59
Energy	113@ 0.091224	\$10.31
Cap. Tax Reform Credit	226@ 0.000446-	\$0.10-
PSCR	339@ 0.002020	\$0.68
System Access		\$28.22
U20697 Deferral Surcharge	113@ 0.000555	\$0.06
Distribution	226@ 0.042472	\$9.60
Distribution	113@ 0.047786	\$5.40
FCM Incentive	113@ 0.000098	\$0.01
Dist. Tax Reform Credit	226@ 0.000848-	\$0.19-
Power Plant Securitization	339@ 0.001342	\$0.45
Low-Income Assist Fund		\$0.91

Total Electric **\$76.94**

Total Energy Charges **\$76.94**

Amount Due: \$76.94
by February 04, 2021

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

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

NEWS AND INFORMATION

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

ALERT - Beware of phone and email scams
regarding utility payments: Consumers Energy

never demands payment using only a prepaid card.
Many options at
www.ConsumersEnergy.com/waystopay.

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

Ways to pay your energy bill:



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



eLockbox
via ACH
Secure electronic
payment with
emailed remittance



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309

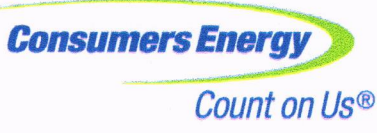


In person
Cash, check, card
or money order
Varies by authorized
payment location
Fee may apply

For more information, visit ConsumersEnergy.com/waystopay

P 13720

900-728-92100
Account: 1030 3845 5574



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

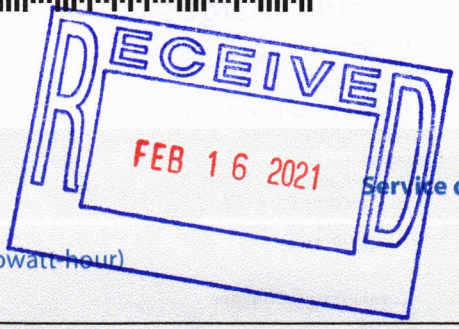
Amount Due: **\$58.45**
Please pay by: **March 05, 2021**



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



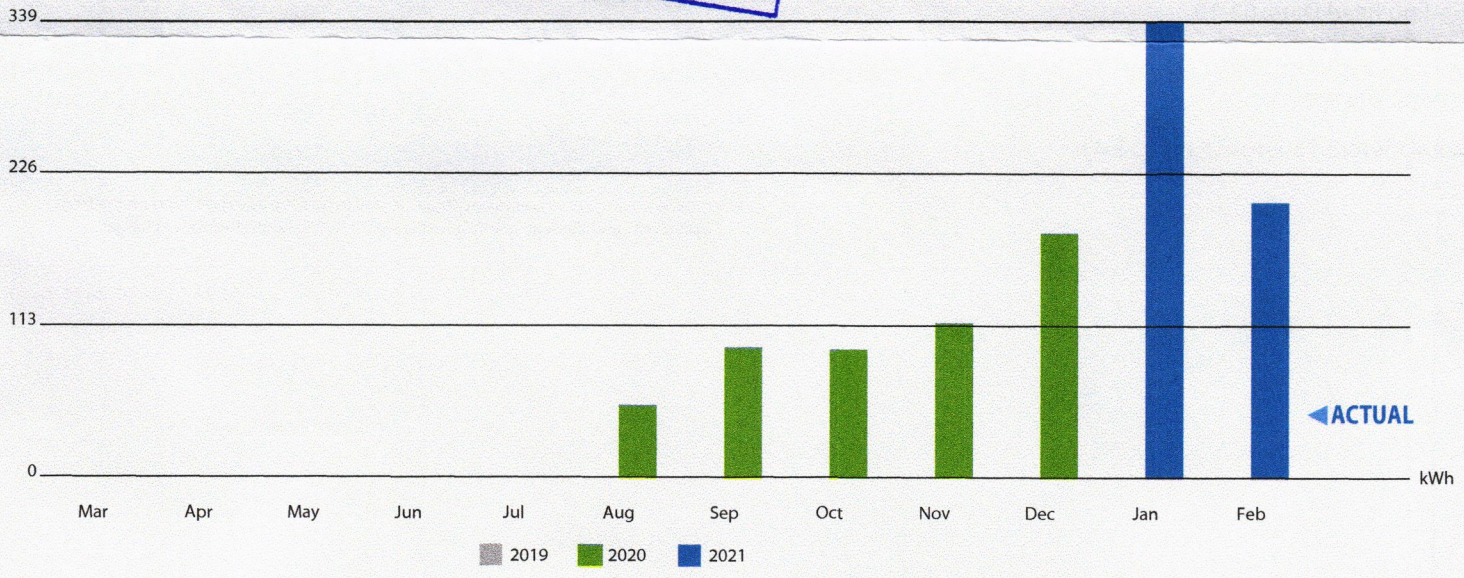
- ▶ **Thank You** - We received your last payment of **\$76.94** on **February 08, 2021**
- ▶ **Service Address:**
6520 STADIUM DR
KALAMAZOO MI 49009-2018



February Energy Bill

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

Total Electric Use (kWh - kilowatt-hour)



February Electric Use

205 kWh
February 2020 use: 0 kWh

Cost per day: **\$1.83**

kWh per day: **6**

Prior 12 months electric use: **1,087 kWh**

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



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

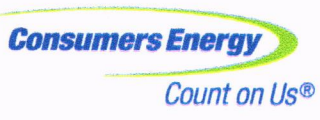


If you smell natural gas.
If the "rotten egg" odor of gas is apparent, call from a safe location.



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

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



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

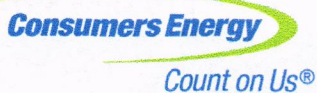
Account: **1030 3845 5574**

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

PAYMENT CENTER
PO BOX 740309
CINCINNATI OH 45274-0309

Amount Due: **\$58.45**
Please pay by: **March 05, 2021**
Enclosed:

I 103038455574 000000058453 0000 2056 2 000000000000 H



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

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

Account Information

Bill Month: February
Service dates: 01/10/2021 - 02/10/2021
Days Billed: 32
Portion: 12 02/21

Rate Information

Elec Gen Sec Rate G5 Com
Rate: 1100

Meter Information

Your next scheduled meter read
date is on or around 03/11/2021

Electric Service:

Smart Meter
Meter Number: 31641858
POD Number: 0000003870323
Beginning Read Date: 01-10
Ending Read Date: 02-10
Beginning Read: 882
Ending Read: 1087 (Actual)
Usage: 205 kWh

Total Metered Energy Use: 205 kWh

February Energy Bill

Invoice: 205545235084

Account Summary

Last Month's Account Balance	\$76.94
Payment on February 08, 2021	\$76.94
Balance Forward	\$0.00

Payments applied after Feb 11, 2021 are not included.

Electric Charges

Energy	205@ 0.091224	\$18.70
PSCR	205@ 0.002020	\$0.41
System Access		\$28.22
U20697 Deferral Surcharge	205@ 0.000555	\$0.11
Distribution	205@ 0.047786	\$9.80
FCM Incentive	205@ 0.000098	\$0.02
Power Plant Securitization	205@ 0.001342	\$0.28
Low-Income Assist Fund		<u>\$0.91</u>

Total Electric **\$58.45**

Total Energy Charges **\$58.45**

Amount Due: **\$58.45**
by March 05, 2021

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

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

NEWS AND INFORMATION

For service on and after Jan. 1, your bill includes the U-20697 electric rate adjustment, which reflects major investments to enhance reliability, customer

service and benefit the environment. The Michigan Public Service Commission approved the adjustment Dec. 17, 2020. The final order may be viewed at <https://mi-psc.force.com/s/>. Learn more

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

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

Ways to pay your energy bill:



Auto-pay
Checking or savings

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



eLockbox
via ACH

Secure electronic
payment with
emailed remittance



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
or Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
or Visa® or eCheck



By mail
Check, money order

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



In person
Cash, check, card
or money order

Varies by authorized
payment location
Fee may apply

Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

DDA

Invoice Iris

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

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

Invoice number 59415
 Date 02/08/2021
 Project 2180386 STADIUM DRIVE-ONE WAY
 PATH

BILLING PERIOD: 12/27/20 TO 1/30/21

PROFESSIONAL SERVICES RELATED TO
 SURVEY AND EASEMENT PREPARATION
 (DDA TAP - \$1,501.00) AND PAY ESTIMATE NO. 7
 (CONSTRUCTION ENG.- \$1,477.00)

DDA TAP

	Hours	Rate	Billed Amount
SURVEYOR II	2.00	116.00	232.00
	0.50	113.00	56.50
TECHNICIAN II	0.50	72.00	36.00
TECHNICIAN III	1.00	84.00	84.00
TECHNICIAN	4.00	62.00	248.00
SENIOR PROJECT MANAGER II	1.50	157.00	235.50
ENGINEER	6.00	100.00	600.00
			Billed Amount
Miles			9.00
			<u>1,501.00</u>

COMPLETED

CONSTRUCTION ENGINEERING

	Hours	Rate	Billed Amount
TECHNICIAN III	1.00	84.00	84.00
SENIOR ENGINEER	4.25	116.00	493.00
ENGINEER	9.00	100.00	900.00
			<u>1,477.00</u>
			<u>2,978.00</u>

COMPLETED

R13818
P13880

P13770
P13144

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

EASEMENT AND RIGHT OF WAY GRANT

To the Charter Township of Oshtemo

Parcel No. 3905-35-205-012

THE GRANTORS, L & N Company LLC, a Michigan limited liability company, whose address is 3000 Breton Road SE, Grand Rapids, MI 49512

FOR AND IN CONSIDERATION of the sum of Four Thousand Four Hundred and Eighty-Six Dollars and Eleven Cents (\$4,486.11), which is acknowledged as paid to them and received from the Charter Township of Oshtemo, a Michigan municipal corporation, with offices at 7275 West Main Street, Kalamazoo, Michigan 49009,

DOES HEREBY CONVEY to the Charter Township of Oshtemo an easement and right of way in which to install, construct, use, repair, and replace a non-motorized trail, low-level landscaping, and appurtenant parts thereof, including signage, and to enter upon sufficient land adjacent to said easement and right of way for the purpose of the construction, operation, maintenance, repair, and/or replacement thereof,

The easement aforementioned is specifically described as follows:

Part of the Northeast 1/4 of Section 35, T. 2 S., R. 12 W., Oshtemo Township, Kalamazoo County, Michigan described as: Beginning at the intersection of the Northerly right-of-way line of Stadium Drive and the Easterly right-of-way line of 9th Street; thence Northeasterly along the Northerly right-of-way line of Stadium Drive, 50.00 feet; thence Northwesterly to a point on the Easterly right-of-way line of 9th Street, 50.00 feet North of the place of beginning; thence South thereon, 50.00 feet to the place of beginning.

IT IS UNDERSTOOD that buildings, fences, walls, trees, or any type of structure(s) which would inhibit the intended use of this easement will not be placed upon the easement area without the prior written consent of the Charter Township of Oshtemo, its successors or assigns. It is also understood that low-level landscaping installed by the Charter Township of Oshtemo as conveyed above will be maintained by the Charter Township of Oshtemo, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has hereunto affixed their signature this 19th day of February 2021.

Grantor: L & N Company LLC,
a Michigan limited liability company

By: [Signature]
(Louis Cares)

Its: Member
(Title)

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

On this 19 day of February, 2021, before me, a Notary Public, in and for said County, personally appeared Louis Cares in his capacity as Member of L & N Company LLC, a Michigan limited liability company, owner of said parcel, who executed the within instrument and acknowledged the same to be their free act and deed.

[Signature], Notary Public

Acting in: Kent County, Michigan
Kent County, Michigan

My Commission Expires: 5-1-2024

This instrument was drafted by and when recorded please return to:

James W. Porter, Township Attorney
Oshtemo Charter Township
7275 West Main Street
Kalamazoo, MI 49009

BETTY BLAND
Notary Public, State of Michigan
County of Kent
My Commission Expires 5/1/2024
Acting in the County of Kent



March 8, 2021



To: DDA Board

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

Re: Budget amendment – guy pole and anchor at DDA Gateway

It was brought to staff's attention that there was a guy pole and unattached anchor at the recently completed Oshtemo Village Gateway project park. As there is no longer a need for this support the existing guy pole should be removed and the line anchored for both the appearance of the park as well as for vehicle safety. For Consumers Energy to make the necessary changes a check needed to be issued prior to the work being done. With the DDA Chair's approval, the payment of \$1,356 was authorized by the Township under emergency procedures with the understanding that the DDA would reimburse the Township. In order to pay the invoice the DDA will need to make a budget amendment as construction funds for the corner project were not carried over to 2021.

Attachments: Consumers Energy Invoice



Count on Us

A CMS Energy Company

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

March 1, 2021

NOTIFICATION #'s:

ELECTRIC OH DISTRIBUTION: 1056240479

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

REFERENCE: NW CORNER STADIUM DR AND 9TH ST, KALAMAZOO

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our proposed design drawings are enclosed.

The estimated cost for your energy request is as follows:

Refundable Agreement for Installation of Electric Facilities:	
Non Refundable Agreement for Installation of Electric Facilities:	\$ 1,356.00
Overhead Electric Service	
Underground Electric Service:	
Excess Footage Charge:	
Temporary Electric Service:	
Winter Construction Costs:	\$ -
Additional Costs (See Invoice):	
Total Estimated Cost	\$ 1,356.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 1,356.00</u>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is a copy of the Agreement for Installation or Modification of Electric Facilities and invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Please review and sign the Agreement for Installation of Electric Facilities and return in the envelope provided or email to: POBoxCEServiceRequest@cmsenergy.com. You will receive a copy of the agreement after it is signed and dated by a Consumers Energy company representative. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request. Payment in full is required before the installation will be scheduled for construction.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

Kyle Brott at (844) 316-9537



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Kyle Brott at (844) 316-9537

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	EMAIL	NUMBER
LVD DESIGNER	MICHAEL BERTAPELLE	MICHAEL.BERTAPELLE@CMSENERGY.COM	989 600 3647
CIRCUIT OWNER	SARAH GILL	SARAH.GILL@CMSENERGY.COM	269 337 2326
COORDINATOR	KYLE BROTT	KYLE.BROTT@CMSENERGY.COM	269 337 2265

JOB PURPOSE STATEMENT:

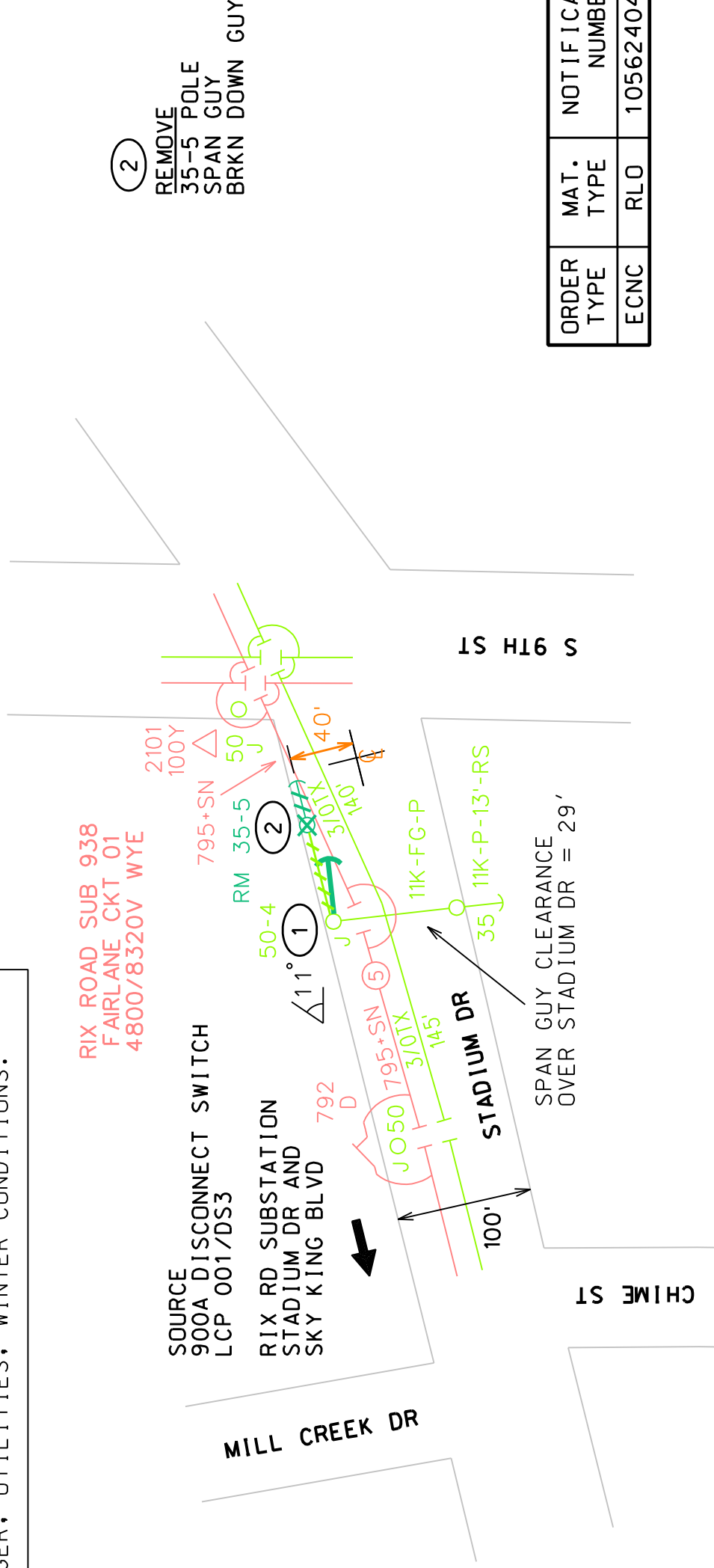
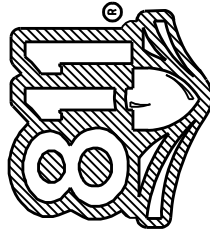
1. OSHTEMO TOWNSHIP IS REQUESTING THE REMOVAL OF LOC 2 STUB POLE.

CONSTRUCTION NOTES:

- FAR EDGE OF SIDEWALK IS 24' FROM LOC 1. MAINTAIN A MINIMUM 10' VERTICAL CLEARANCE BETWEEN GUY STRAND AND SIDEWALK.
- COMPLEXITY FACTORS: FLAGGER, UTILITIES, WINTER CONDITIONS.

MISS DIG System, Inc.

1-800-482-7171



1

INSTALL
DOWN GUY
11K-FG-P-40'-RS
FIGURE 22-101-13

REMOVE

S8S
CO (XARM BRKT) x3
LA (RISER BRKT) x3
LCP/FUSE SIZE LABEL
JUMPER x6
SPAN GUY

NOTES

RISER LCP 156/65
NO LONGER EXISTS.
REMOVE OLD RISER
EQUIPMENT FROM POLE.

2

REMOVE
35-5 POLE
SPAN GUY
BRKN DOWN GUY

ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
ECNC	RLO	1056240479	11220018	38133798

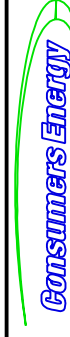
ORDER NUMBER

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____



A CMS Energy Company ELECTRIC

DESIGNED BY MBERTAPE DATE 01/26/21

APPROVED BY _____ DATE _____

SHEET 1 OF 1 SCALE 1"=100'

Stadium Dr and 9th St, Kzoo, ECNC RLO

For: OSHTEMO TOWNSHIP NW
CORNER STADIUM DR AND 9TH ST

CM NO. 100006192938

SUBSTATION
RIX ROAD

WD NO. 0938

CKT NO. LCP NO. 01

ORDER TYPE MAINTENANCE ACTIVITY TYPE DESIGN NUMBER

ECNC RLO 11220018

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:	
<u>POBoxCEServiceRequest@cmsenergy.com</u>	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	1056240479
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 2/10/2021 Notification Number: 1056240479 (Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY a Michigan Corporation

Customer:

OSHEMIO TOWNSHIP (Name)

530 W. Willow St

7275 W MAIN ST

Lansing, MI 48909-7662

KALAMAZOO, MI 49009-8210

(Address)

(City, State and Zip Code)

Attention: DICK SKALSKI

Service Location: NW CORNER STADIUM DR AND 9TH ST KALAMAZOO

Township OSHEMIO County KALAMAZOO

Town 52 Range 12 Section 35

Price: \$ 1,356.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

OSHEMIO TOWNSHIP (Customer)

By (Signature)

By (Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title

Title



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



**OSHTEMO TOWNSHIP
7275 W MAIN ST
KALAMAZOO MI 49009-8210**

Amount Due: \$1,356.00
Please pay by: March 15, 2021

Invoice Number	9320270179
PO Number	
PO Date	
Bill Date	03/01/21

Account: 3000 1812 3319

▶ NW CORNER STADIUM DR AND 9TH ST KALAMAZOO - ELECTRIC UTILITY RELOCATION - NOTIFICATION NUMBER (s):
- - - 1056240479 - - - -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Relocation OH-Lines	1.0 EA	\$1,356.00	\$1,356.00
TOTAL DUE:			\$1,356.00

See Page 2 for Payment Options.
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Kyle Brott -(844) 316-9537 -

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



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 1812 3319

Amount Due: \$1,356.00
Please pay by: March 15, 2021
Enclosed:

6 330029642009 000001356005 0000 2056 2 300018123319

H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail

Check, money order

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



In person

Cash, check, card
or money order

Varies by authorized payment location

Fee may apply

March 12, 2021



To: DDA Board

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

Re: Stadium Drive Sidewalks and Contract

At the DDA Board's meeting on January 15th a contract for engineering design services was entered into with Prein&Newhof for sidewalk on Stadium Drive. Ryan Russell, with Prein&Newhof, will provide the DDA Board an update on this project at their regular March 18th meeting.

The Board is also requested to consider the attached proposal for construction staking and observation.

Attachments: Proposal for construction staking and observation

March 11, 2021

Sent via email: granttaylor20@gmail.com

Mr. Grant Taylor
Oshtemo Downtown Development Authority
7275 West Main Street
Kalamazoo, MI 49009

RE: Stadium Drive Sidewalk Project (DDA) Construction Observation

Dear Mr. Taylor:

Prein&Newhof is pleased to present our Professional Services Agreement for Construction Staking and Construction Observation for the proposed Stadium Drive Sidewalk Project from the East DDA limits to 8th Street.

Construction Engineering – \$55,000

- A. Full-time Construction Observation – assumes 250 hours
- B. Mileage to and from construction site (assumes 100 trips)
- C. Concrete Testing by MDOT certified inspector
- D. Compaction Testing by MDOT certified inspector
- E. Record Plans


Construction Staking – \$10,000


- F. Right-of-way
- G. Walks
- H. ADA Ramps
- I. Driveways/curbs

We will provide the above services on a time and materials basis estimated at \$65,000. 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


Ryan M. Russell, P.E.


Jason M. Washler, P.E.

TCW:RMR:JMW:dlj

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

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2021 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001 and Oshtemo Downtown Development Authority (“Client”), of 7275 W. Main Street, Kalamazoo, MI 49009.

WHEREAS Client intends to:

Construct a 6-foot wide one-way path on Stadium drive from East DDA limits to 8th Street.

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: Grant Taylor
Title: Chairperson, DDA Board of Directors
Phone Number: (269) 216-5221
Facsimile Number: (269) 375-7180
Email: granttaylor20@gmail.com

Name: Ryan M. Russell, P.E.
Title: Project Engineer
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: russell@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 March 11, 2021
- 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 March 11, 2021

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$_____.

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. Estimated at \$65,000.

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: Jason M. Washler, P.E.

Printed Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

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. 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.

March 8, 2021



To: DDA Board

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

Re: Corner Plaza and Millard's Way 2021 landscaping and maintenance quote

Per request of staff, the attached quote was submitted from S&T Lawn Service in May of 2020 for landscaping and maintenance services for both the Village Corner Plaza and Millard's Way. This quote was used to inform the DDA's 2021 budget. S&T Lawn Service has confirmed that the provided quote is still valid. With Spring around the corner, it is appropriate that the DDA Board review the two quotes and consider approving the proposal so these services can be implemented.

Attachments: Quote for the Village Corner Plaza
Quote for Millard's Way



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

May 29, 2020

Oshtemo Township
Attn: Iris Lubbert

RE: Village Corner Plaza

Price below to provide all labor, material, equipment, and supervision to complete the following:

- Spring cleanup of lawn and shrub areas (cut grasses) \$250.00
- Spring mulching of landscape beds (15yds) \$1,020.00
- Weekly bed maintenance \$1,560.00
- Mowing weekly 28x/season \$45.00/time..... \$1,260.00
- Edging of walks 6x/year \$300.00
- Fall cleanup of lawn and shrub areas (cut perennials)..... \$250.00
- Fertilizer 5 applications(\$40/time)..... \$200.00
- **TOTAL**..... **\$4,840.00**

Note: Services are totaled, divided by service months (8). Equal payments of \$605.00 per month for items above.

If you should have any questions, please contact me at 269-375-0334.

Thank you,

Jeff Triemstra



Professional Service Since 1980





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

May 29, 2020

Oshtemo Township
Attn: Iris Lubbert

RE: Millard's Way

Price below to provide all labor, material, equipment, and supervision to complete the following:

- Spring cleanup of lawn and shrub areas (cut grasses) \$250.00
- Spring mulching of landscape beds (9yds) \$567.00
- Weekly bed maintenance \$1,950.00
- Mowing weekly 28x/season \$97.00/time..... \$2,716.00
- Edging of walks 6x/year \$612.00
- Fall cleanup of lawn and shrub areas (cut perennials) \$250.00
- Fertilizer 5 applications(\$176/time)..... \$880.00
- **TOTAL..... \$7,225.00**

Note: Services are totaled, divided by service months (8). Equal payments of \$903.00 per month for items above.

If you should have any questions, please contact me at 269-375-0334.

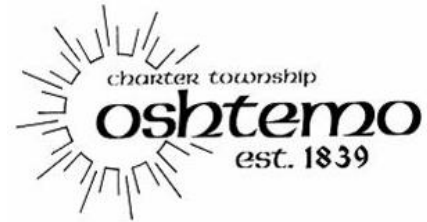
Thank you,

Jeff Triemstra



Professional Service Since 1980





Memorandum

Date: March 11, 2021
To: Oshtemo Downtown Development Authority
From: Karen High, Parks Director
Subject: Oshtemo Friends of the Parks seeks feedback on ways to support local businesses impacted by pandemic at 'Music in the Park' concert series

Oshtemo Friends of the Parks' outdoor concert series at the Flesher Field gazebo will return this summer! We're eager to gather again as a community (with precautions!). And we're looking for ways to make the events more meaningful this year. Since the program began in 2016, our goals for the outdoor concerts have been to enhance a sense of community in the Township, promote Flesher Field and the gazebo, and attract a diverse audience. *We've added a new goal this year: to support Oshtemo businesses struggling because of the pandemic.* **We're seeking feedback from the DDA for ways to achieve this goal.** Initial ideas are for a 'Taste of Oshtemo' event with restaurants selling food during the concerts, handing out flyers or menus for local businesses during the concerts, or buying gift cards to use as door prizes. I'm looking forward to attending the March 18th DDA meeting to hear your suggestions. Additional background information about the concert series is provided below.

2021 Concert Series: As in previous years, three Sunday evening concerts will be held, one each in June, July and August. Performers and concert dates will be set by the end of March. Our concerts will again be publicized in the Summer Time Live brochure produced by the Arts Council of Greater Kalamazoo, along with outdoor concerts in Kalamazoo, Portage, Parchment, Schoolcraft, and Richland. We are planning to take extra precautions needed to keep everyone safe and are closely monitoring the public health guidelines from the State.

2021 Sponsors: We appreciate the continued financial support from the DDA. Other 2021 sponsors include the Arts Council of Greater Kalamazoo, Kalamazoo Community Foundation, Marana Group, Advia Credit Union, Miedema Associates, Fleis & Vandenbrink Engineers, Aunalytics, Hardings Friendly Markets, Ted Hartleb Agency, Naylor Landscapes, and Oshtemo Pharmacy.

If you are unable to attend the DDA meeting but have ideas to share, please contact me by email at khigh@oshtemo.org or by phone at (269) 216-5233. Thank you!