



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

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

**Oshtemo Community Center
6407 Parkview Avenue**

July 18, 2019
12:00 p.m.

AGENDA - Revised

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: May 16, 2019
4. Treasurer's Report:
 - a. May - June 2019 (unaudited)
5. Streetscape Update:
 - a. Corner Property Development
 - i. Bid process
 - ii. Contract award
 - iii. Cross-access agreement during construction
 - b. Car Wash Property
 - i. Appraisal Report
 - ii. OCBA redesign contract
6. New Project Development
 - a. Realtor outreach on property procurement
 - b. Electric car charging stations within the DDA area
7. 2020 Budget Discussion
8. Village Theme Development Plan Discussion
9. Announcements and Adjournment

Next Meeting Thursday, September 19, 2019

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

MINUTES OF THE MEETING HELD MAY 16, 2019

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a meeting on Thursday, May 16, 2019. The meeting was called to order at approximately 12:00 p.m. at the Oshtemo Community Center, 6407 Parkview Ave.

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

Members absent: Bill Cekola and Julie Hite.

Also present: Julie Johnston, Oshtemo Township Planning Director and Martha Coash, Meeting Transcriptionist.

Approval of Agenda

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

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

Approval of Minutes

Chairperson Taylor asked if there were additions or corrections to the minutes for the special meeting of April 4, 2019.

Hearing none, he asked for a motion.

Mr. Skalski moved to approve the Minutes of the Special Meeting of April 4, 2019 as presented. Mr. Corakis supported the motion. The motion carried unanimously.

Treasurer's Reports for March - April, 2019 (unaudited)

Ms. Johnston presented the Treasurer's Report for March - April, 2019. She reported a number of small expenditures during this time period; staff fees, auditing fees, and legal fees. The remaining expenses, from Prein and Newhof and OCBA, were related to the Stadium Drive sidewalk project and the corner improvement project.

Tax revenue was collected in March totaling \$126,216.65. This is a little over \$20,000 more than expected in this line item. The DDA will still collect personal property revenue from the State of Michigan later in the year, likely increasing the budget beyond what was originally planned.

Chairperson Taylor noted tax revenue would be up even more next year due to 100% capture of the new memory care facility construction.

Mr. Lutke moved to approve the Treasurer's Reports for March – April, 2019 as presented. Mr. MacDonald supported the motion. The motion carried unanimously.

Streetscape Update

a. Corner Property Development – Subcommittee Update

Ms. Johnston provided a written report indicating the Streetscape Subcommittee met with the Oshtemo Methodist Church contingent on Monday, May 6th to discuss the concept plan, mutual agreements, and any concerns related to the project. It was a productive discussion, but led to some issues to be resolved. The Church is concerned about storm water management on their parcel and how it might interconnect to the existing system at the car wash property. Staff has put them in touch with Prein and Newhof to have this investigated. One of two outcomes are likely; either the Church property is on its own storm water system and therefore any changes to the car wash property will be irrelevant or, the two properties are connected and we will need to consider this within the design plan, possibly increasing the storm water detention area. This issue will need to be resolved before we complete the bid documents.

In addition, maintenance of the properties was discussed. The DDA Subcommittee offered a plan where the planting beds are maintained by the DDA and the turf areas (for both parcels) is maintained by the Church. This would likely include mowing, edging, and trimming. The Church indicated they would consider this request, but did not commit at the meeting. Staff would recommend continuing this discussion, particularly related to the DDA property. Maintenance of the grass areas would require more than mowing and trimming, which was not discussed with the Church. Fertilizing, weeding, and seeding should also be considered.

Finally, cost related to maintenance of the storm water management system was a concern. At this time, there was tentative agreement that each parcel owner would cover maintenance costs based on the percentage of storm water runoff from their parcel. Staff has asked OCBA to provide those numbers to be included in the agreement.

According to OCBA, the bid documents are approximately 75 percent complete. The electrical and irrigation subcontractors have the design plans and are in the process of producing their components of the bid documents. OCBA anticipates having the complete draft set ready within two to three weeks. They suggested meeting with the Streetscape Subcommittee at that time to finalize the documents. Staff would recommend the DDA Board grant the Subcommittee permission to approve the final documents so the project can go out to bid as soon as all of the remaining issues have been worked out with the Church.

She reported that subsequent to the meeting, Mr. Selkirk, the main contact person for the Church, indicated they would like the DDA to purchase the property in question. The church has several conditions they would want met if they were to sell the property:

- perpetual access by the church through an easement to 9th Street.
- deed restriction if the land was sold by DDA in the future to ensure if a building were constructed it would not obscure the church line of sight from Stadium Drive.
- the continued ability to use the lot for overflow parking via cross-access and maintenance agreements.

Ms. Johnston said the church would like a letter of understanding and mentioned a purchase price of \$250,000 and that they would prefer to sell on a land contract and to receive payment in installments over 10 – 15 years.

There was an extended discussion regarding whether the DDA was interested in purchasing the property which would provide more green space, how a fair price might be determined, terms of payment, what might happen if the DDA declines to purchase the property, whether the current design/construction documents would need to be altered, whether an appraisal should be done of the property including the restrictions the Church has proposed, ordinance restrictions, and expenses already incurred by DDA to arrive at a fair market value.

It was agreed waiting to move ahead with the DDA owned portion was not acceptable. They will continue to move forward with the plan except for the Church owned property. The group decided to authorize Ms. Johnston and the Subcommittee to talk with the Church regarding process and to let them know an appraisal would be sought to determine value of the property.

Mr. MacDonald moved to authorize Ms. Johnston to hire an appraiser with DDA funds to determine the fair market value of the property the Church has proposed to sell

the DDA, including the various restrictions from both the Church and Township Ordinance. Mr. Lutke supported the motion. The motion carried unanimously.

Mr. MacDonald moved to authorize the Subcommittee (comprised of Betzler, Corakis, Heiny-Cogswell, Skalski, Taylor) to negotiate terms with the Church. Mr. Wieber supported the motion. The motion carried unanimously.

Ms. Johnston will talk with OCBA to let them know the DDA wishes to move forward and that the DDA work should be prioritized. She will also ask if storm water provision needs to be made if there is no hard surface, and whether there are issues in moving forward without the Church property, if purchased.

b. Stadium Drive Sidewalks

Ms. Johnston said Prein & Newhof are continuing to develop construction drawings. Staff will work on acquiring the necessary easements through the summer.

New Project Development

Ms. Johnston suggested as the corner property and Stadium Drive sidewalk project are currently underway and will likely be completed within the next one to three years, it might be prudent to consider next DDA steps and provided a list of possible projects.

Mr. MacDonald asked for an update on the revised Village Theme Development Plan and whether it was going to be reviewed for adoption.

Ms. Heiny-Cogswell said a number of projects need conversation with the Township Board. The steps that are necessary need to be taken to implement the village vision or the DDA needs to walk away from it.

Mr. MacDonald said the full concept of the village cannot be realized without taking control of the roads. A clear, collaborative vision that aligns everything necessary needs to be agreed upon and included in a resolution from the Township Board. Traffic volume needs to be managed; it is not feasible to fully implement the village theme plan otherwise, no matter who controls the roads.

He said the DDA needs direction from the Township Board about what is really needed – whether to stay with or modify the current Form Based Code and noted traffic safety is in question.

Ms. Johnston noted the average traffic travelling through the village center is approximately 30,000 vehicles a day and suggested engaging a traffic engineer to determine what would need to happen with traffic to allow the vision to succeed. Significant infrastructure change would be required to change the volume and slow it down. She agreed direction is needed from the Township Board and noted this subject was the subject of a joint meeting with the Township Board but the brakes were put on at that time.

Suggestions were made to hire a paid consultant to meet with business/property owners, and to ask the GEOC committee to take this issue on to try to come to conclusion on the FBC/roads issue. Those steps may help the Township Board come to a decision that would guide the DDA.

The Board then discussed the possibility of purchasing property near the Community Center, where new residential development might possibly be achieved. Some type of public/private partnership with a developer could be investigated for the development of new residential units. The Board requested Ms. Johnston reach out to a realtor for assistance with this idea.

Announcements and Adjournment

There being no further business, Chairperson Taylor asked for a motion to adjourn.

Mr. Skalski moved to adjourn the meeting. Mr. Corakis supported the motion. The motion carried unanimously.

Chairperson Taylor adjourned the meeting at approximately 1:25 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: May 18, 2019
Minutes Approved:



July 3, 2019

To: DDA Board

From: Themis Corakis, Treasurer

Re: Treasurer's Report

Attached you will find the Treasurer's Report for May - June 2019, unaudited.

The main expenditures for this two-month period are as follows:

- \$750 for Music in the Park.
- \$750 for auditing fees, which includes the main audit costs in March of \$500 and the monthly expenses in April and May.
- \$3,750 for an appraisal of the car wash property.
- \$6,874.10 in expenses from OCBA and Prein & Newhof for the corner property improvements.
- \$365.75 in expenses from Prein & Newhof for the Stadium Drive nonmotorized project.

Additional expenses were applied for the Community Center landscape maintenance and winter maintenance for Millard's Way (private drive behind the Community Center).

Attachment: May - June budget spreadsheet
Invoice

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report May - June, 2019
unaudited

REVENUES	2019 Budget	Previous Activity	Activity this Period	Available Balance
Carryover	\$457,250.00	\$0.00	\$0.00	\$457,250.00
Current Real Property Tax	\$106,000.00	\$0.00	\$126,216.65	\$126,216.65
Miscellaneous	\$40,000.00	\$0.00	\$0.00	\$0.00
Interest Earned	\$3,000.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES	\$606,250.00	\$0.00	\$126,216.65	\$583,466.65

EXPENDITURES	2019 Budget	Previous Activity	Activity this Period	Total Activity	Available Balance per Original Budget	Percent Used
Staff	\$2,000.00	\$500.00	\$0.00	\$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	\$750.00	\$750.00	\$0.00	100.00%
Consultants	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
Accounting & Auditing Fees	\$2,000.00	\$100.00	\$750.00	\$850.00	\$1,150.00	42.50%
Legal Fees	\$2,000.00	\$60.00	\$0.00	\$60.00	\$1,940.00	3.00%
Legal Notices	\$500.00	\$30.00	\$0.00	\$30.00	\$470.00	6.00%
Repairs & Maintenance	\$8,000.00	\$0.00	\$680.89	\$680.89	\$7,319.11	8.51%
<i>Banner rotation/storage/maintenance</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,000.00</i>	<i>0.00%</i>
<i>Lawn care and maintenance</i>	<i>\$4,000.00</i>	<i>\$0.00</i>	<i>\$536.00</i>	<i>\$536.00</i>	<i>\$3,464.00</i>	<i>13.40%</i>
<i>Millard's Way snow removal</i>	<i>\$2,000.00</i>	<i>\$0.00</i>	<i>\$144.89</i>	<i>\$144.89</i>	<i>\$1,855.11</i>	<i>7.24%</i>
Capital Outlay/Obligated Projects	\$510,000.00	\$12,732.80	\$10,989.85	\$23,722.65	\$486,277.35	4.65%
<i>Corner site improvement construction</i>	<i>\$400,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$400,000.00</i>	<i>0.00%</i>
<i>Corner site improvement construction docs & admin.</i>	<i>\$70,000.00</i>	<i>\$8,691.00</i>	<i>\$10,624.10</i>	<i>\$19,315.10</i>	<i>\$50,684.90</i>	<i>27.59%</i>
<i>Stadium Drive sidewalk documents</i>	<i>\$30,000.00</i>	<i>\$4,041.80</i>	<i>\$365.75</i>	<i>\$4,407.55</i>	<i>\$25,592.45</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>
Capital Outlay/Obligated Projects	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
<i>Stadium Drive sidewalk easement acquisition</i>	<i>\$50,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$50,000.00</i>	<i>0.00%</i>
TOTAL EXPENDITURES	\$606,250.00	\$13,422.80	\$13,170.74	\$26,593.54	\$579,656.46	4.39%

CARRYOVER 2019	\$457,250.00
REVENUES EARNED 2019	\$126,216.65
EXPENDITURES 2019	\$26,593.54
NET BALANCE 2019	\$556,873.11

FUND BALANCE: \$773,404.83

SiegfriedCrandallPC

Certified Public Accountants & Advisors

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

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

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

Invoice Number: 99828
Client ID: 6870

Date: 04/30/2019
Payable upon receipt

Professional services during the month of April 2019, which included the following:

A. Knafel - 5.75 hours on 4/19 @ \$125/hour	718.75
S Bryer - 8 hours (3 hours on 4/12; 5 hours on 4/23) @ \$200/hour	1,600.00
Less: discount	(118.75)

Breakdown by fund:

PO # 11630 [101 - \$1,300 PO # 11624 ✓
 107 - 100 PO # 11651 ✓
 206 - 200
 207 - 100 PO # 11677 ✓
 211 - 100
 249 - 100 PO # 11642 ✓
 PO # 11689 [490 - 100
 491 - 100
 900 - 100 PO # 11618

 \$2,200
 =====

New Charges:	\$2,200.00
Plus Prior Balance:	\$17,435.00
New Balance:	<u>\$19,635.00</u>

04/30/2019	03/31/2019	02/28/2019	01/31/2019	12/31/2018+
2,200.00	17,435.00	0.00	0.00	0.00

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

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

Invoice Number: 99497
Client ID: 6870

Date: 03/31/2019
Payable upon receipt

Professional services during the month of March 2019, which included the following:

Ann's assistance with tax fund	1,285.00
Steve's assistance with audit preparation and financial statements	7,200.00
Joel's assistance with audit preparation and financial statements	3,525.00
Josh's assistance with audit preparation and financial statements	5,425.00

Breakdown as follows:

101 - \$10,435 — PO# 11624
107 - 500 PO# 11651
206 - 2,000
207 - 1,000 — PO# 11677
211 - 500
249 - 500 PO# 11642
490 - 1,000
491 - 1,000
900 - 500 PO# 11618

\$17,435
=====

New Charges:	\$17,435.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$17,435.00</u>

03/31/2019	02/28/2019	01/31/2019	12/31/2018	11/30/2018+
17,435.00	0.00	0.00	0.00	0.00

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

SiegfriedCrandallPC

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800-876-0979
Fax 269-349-1344

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

Invoice Number: 100126
Client ID: 6870

Date: 05/31/2019
Payable upon receipt

Professional services during the month of May 2019, which included the following:	
Joel's assistance with January cash analysis (4 hours @ \$150)	600.00
Steve's assistance with questions from auditors, USDA meeting, USDA form - (9 hours @ \$200)	1,800.00
Admin assistance - checking financial statements (6.25 hours @ \$88)	550.00
Ann - assistance with cash reconciliations (Tax) 6.25 hours @ \$125)	781.25
Less: discount on accounting assistance/admin	(306.25)

Breakdown by fund:

- 101 - \$1,675 - PO# 11624
- 107 - 150 - PO# 11651
- PO# 11630 [206 - 400
- 207 - 150 - PO# 11677
- 211 - 150
- 249 - 250 - PO# 11642
- PO# 11689 [490 - 250
- 491 - 250
- 900 - 150 - PO# 11618

\$3,425
=====

New Charges:	\$3,425.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$3,425.00</u>

GENZINK APPRAISAL COMPANY

Market Analysis · Real Estate Appraisal · Consulting

- INVOICE -

June 17, 2019

Ms. Julie Johnston
Oshtemo Charter Township
Downtown Development Authority
7275 West Main Street
Kalamazoo, MI 49009

RE: Invoice for Appraisal Services

Property: Vacant Commercial Land, 6532 Stadium Drive, Oshtemo, Michigan

Fee: \$3,750

Payment Due: 6/29/2019

Invoice No. 4362-19

Please make check payable to Genzink Appraisal Company (Fed. Tax ID #38-3563126).

A late charge of 1-1/2% per month will be charged on unpaid balances.

P.O. # 11969
Julie Johnston

Millard Way Winter Maintenance
Oshtemo Township Maintenance Department

Date	Job	Plow instantances	Cost
11/27/2018	Plow	.7 hours X \$38.00	
11/28/2018	Plow	Blow Side walk	12 \$319.20
12/5/2018	Salt Application		
1/9/2019	Plow	Salt Instances (inc cost of materials)	
1/16/2019	Salt Application	Blow Side walk	
1/19/2019	Plow	.3 hours X \$38.00 + \$12.52 (100# salt)	7 \$167.44
1/21/2019		Blow Side walk	
1/23/2019	Plow Salt Application	Walk Blowing Instances	
1/25/2019	Plow	870 ft X \$0.0178 per ft	
1/29/2019	Plow		6 \$92.92
1/30/2019	Plow		
2/1/2019	Plow		
2/4/2019	Salt Application		
2/15/2019	Plow Salt Application	Total seasonal cost	\$579.56
2/16/2019		Blow Side walk	
2/18/2019		Blow Side walk	
2/25/2019	Salt Application		
3/5/2019	Plow		
3/6/2019	Plow		
3/7/2019		Blow Side walk	
3/16/2019	Salt Application		

Req# 12104 P.O.# 11985



Invoice

To: Grant Taylor, Oshtemo Downtown Development Authority
From: Karen High, Oshtemo Township Parks Director
Date: May 10, 2019
RE: Invoice for Sponsorship - Music in the Park 2019
Amount: \$750

Grant,

On behalf of the Oshtemo Friends of the Parks, please accept our sincere gratitude to the Downtown Development Authority for again sponsoring our "Music in the Park" outdoor concert series at Flesher Field. ***Please make your contribution of \$750 by June 30, 2019.***

Checks should be made payable to Oshtemo Friends of the Parks and delivered to the attention of Karen High. Please contact me with any questions at (269) 216-5233 or khigh@oshtemo.org. Thank you!

cc: Julie Johnston

7275 West Main Street, Kalamazoo, MI 49009



28 February 2019

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

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

RE: Oshtemo Village Corner Plaza - Final Design through Construction Administration

Invoice #41801.00 - 8
Billing Period: through 2/28/2019

Final Design through Construction Administration Lump Sum Fee
(excluding reimbursable expenses) \$ 42,000.00

Percent of Services Complete	32%	\$ 13,345.00	
Total Earned to Date		\$ 13,345.00	
Less Previous Invoices		\$ (6,595.00)	
Fee Billed this Invoice			\$ 6,750.00
Reimbursable Expenses Estimated Not to Exceed		\$ 1,000.00	
Total Billed to Date		\$ 63.20	
Percentage Billed to Date		6%	

Disbursements Made on Behalf of the Project
Mileage - 2/14/19, 20 miles @ \$0.58 \$ 11.60

Amount Due this Invoice \$ 6,761.60

Thank you,
Kenneth W. Peregón

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

Invoice

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

Invoice number 49973
 Date 06/12/2019

Project 2150126 GENERAL ENGINEERING 2015-2019 (OSHTEMO)

1/2PO#11647
 & 1/2PO#11646

BILLING PERIOD: 4/28/19 TO 5/31/19

PROFESSIONAL SERVICES RELATED TO
 DDA DESCRIPTION FOR OLD CAR WASH/CITGO (\$75.00), PO#11964
 AUDIT INVESTIGATION (\$37.50), 3023 N. 9TH ST. SEWER PO#11646
 LEAD INVESTIGATION (\$190.00), 1005 S. 8TH ST. FLOODING PO#11645
 FOLLOW-UP (\$190.00), AND STADIUM PARKWAY DRIVEWAY
 DESIGN & EARTHWORK (\$2,211.75) PO#11795

	Hours	Rate	Billed Amount
SENIOR TECHNICIAN	1.25	95.00	118.75
SENIOR PROJECT MANAGER II	0.75	150.00	112.50
ENGINEER	26.00	95.00	2,470.00
subtotal	28.00		2,701.25
			Billed Amount
PRINTS			3.00
			Invoice total
			2,704.25

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

Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

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

Invoice

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

Invoice number 49735
Date 05/09/2019

Project 2150126 GENERAL ENGINEERING 2015-2019 (OSHTEMO)

BILLING PERIOD: 3/31/19 TO 4/27/19

PROFESSIONAL SERVICES RELATED TO
CIC MEETING (\$387.00), DDA/CHURCH LAND
SWAP CONCEPT (\$37.50) AND STADIUM
PARKWAY ACCESS DRIVE DISCUSSION
& ROUTING ANALYSIS (\$1,493.75) *PO # 11795 Pd 5/17*
→ Reg # 12064 PO # 11964

	Hours	Rate	Billed Amount
TECHNICIAN III	0.25	80.00	20.00
SENIOR PROJECT MANAGER II	4.50	150.00	675.00
ENGINEER	12.75	95.00	1,211.25
subtotal	17.50		1,906.25
Miles			Billed Amount 12.00
		Invoice total	1,918.25

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

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

Invoice

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

Invoice number 49988
Date 06/12/2019
Project 2180386 STADIUM DRIVE-ONE WAY
PATH

BILLING PERIOD: 4/28/19 TO 5/31/19

PROFESSIONAL SERVICES RELATED TO
COORDINATION AND DESIGN

	Hours	Rate	Billed Amount
ENGINEER	5.50	95.00	522.50
		Invoice total	522.50

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



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

LAWN MAINTENANCE PROPOSAL

Property Name Oshtemo Charter Township	Property Address Parkview Hall	Date February 20, 2019
Contact Person Karen High	Fax:	Effective Dates April 1, 2019 - November 30, 2019

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

	Price	Per
Mowing & Trimming	\$ 276.00	Month
Blowing of Walks/Lots & Debris Removal	n/a	
Weeding of Stone/Bark Areas	Included	

EXTRAS	Price	Per
Mulching of all beds & tree rings	Included	Spring
Planting and Maintenance of Annual Beds	Included	Spring & Fall

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

Edging	n/a	Monthly
Pruning	n/a	2 Times/year

Spring Clean Up	Included	Once in spring
Fall Clean Up	Included	Twice in fall

Brush Hog Service	n/a	Hour
Sprinkling System Start Up & Shut Down	n/a	

Acceptance of Proposal:

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

 Authorized Signature

4/5/19

 Date



July 11, 2019

To: DDA Board

From: Julie Johnston, AICP
Planning Director

Re: Corner Property Improvements Update

OCBA released the bid documents and site plan for the DDA's property included as part of the corner improvement on June 17, 2019. A pre-bid meeting was held at the Township Hall on June 27th and the bid opening was held on July 11th. We received two bids for the project, as follows:

Cripps Fontaine Excavating, Inc - \$194,500 and a charge of \$30 a cubic yard for the removal and replacement of any unsatisfactory soils, if found.

Kellaward Group - \$200,000 and a charge of \$36 a cubic yard for the removal and replacement of any unsatisfactory soils, if found.

OCBA estimated the costs for the DDA property improvements to be about \$138,500, making the lowest bid approximately \$56,000 more than anticipated. The DDA will need to decide if one of the bids should be accepted or the project re-bid for the 2020 construction season.

In addition to the bid process, staff reached out to the Church to request the use of their property for staging the construction. I contacted Mr. Selkirk to ask if the Church might entertain a temporary cross-access agreement for this purpose. He requested I send along a draft document for their review.

A cross-access agreement was created and reviewed by both the Township Attorney and OCBA. A draft was then sent to Mr. Selkirk. I have reached out to the Church but have not heard back as of the date of this memo. I hope to have more information by the time of the meeting.

Attachment: Cripps Bid Document
Kellaward Bid Document
OCBA Estimated Project Budget
Draft Temporary Cross-Access Agreement

DOCUMENT 00310

BID

TO: Oshtemo Downtown Development Authority
Oshtemo Township
7275 West Main Street
Kalamazoo, Michigan, 49009

SUBJECT: Oshtemo Downtown Development Authority - Village Corner Plaza, Oshtemo Township, Michigan

SUBMITTED BY: Cripps Fontaine Excavating, Inc. hereinafter called Bidder.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty calendar days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting its Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda receipt of which is hereby acknowledged:

Addendum No. <u> 1 </u>	Dated <u> 28 June 2019 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. This Bid is based upon the materials, systems and equipment required by the proposed Contract Documents without exception.
 - d. Bidder has studied carefully all drawings of physical conditions as provided in paragraph 2.2 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent the technical data contained in such drawings upon which Bidder is entitled to rely.
 - e. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents including specifically the provisions of the Supplementary Conditions.

- f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. Bidder has given Architect written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Base Bid: Bidder will furnish all labor, materials, tools, equipment and services required to construct and satisfactorily complete the Work for the Base Bid stated below.

BASE BID: TOTAL AMOUNT \$ 194,500.00

Please note Base Bid does NOT include fees which may be due to Consumers Energy.

- 5. Bidder agrees that Work will start on or before **29 July 2019** and be substantially complete on or before **1 November 2019**.

- 6. **Unit prices shall include all applicable costs for taxes, insurances, bonds and fees.**

Unit Price No. 1 – Removal of unsatisfactory soil and replacement with engineered fill material.

Add \$ 30.00 /Cubic Yard

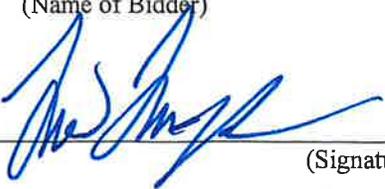
Unit Price No. 2 - Adjust height of (2) traffic control manhole covers.

\$ 1,700.00 / Lump Sum

- 7. The following documents are attached to and made a condition of this Bid:
 - a. Bid Security in the form of a bidder's bond or cashier's check in amount of not less than five percent of this Bid.
- 8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
- 9. Communications to Bidder concerning this Bid shall be addressed to the address indicated below.

10. Submitted on: July 11 2019
(Month and Day) (Year)

BY: Cripps Fontaine Excavating, Inc.
(Name of Bidder)

(SEAL) BY  (Signature)

Fred Langeland, Estimator/Project Manager
(Name & Title of Person Authorized to sign)

Business Address: 7729 Douglas Avenue
Kalamazoo, MI 49009

Phone Number: (269) 342 - 1088 Fax Number: (269) 342 - 8753

Email Address: fred@crippsfontaine.com

All information on this Bid shall be typed or printed in ink.

Kalleward Group

July 11, 2019

Oshtemo Township
7225 West Main Street
Kalamazoo, Michigan 49009

Attention: Ms. Libby Heiny-Cogswell

Regarding: Oshtemo Township
Village Corner Plaza
Oshtemo, Michigan
Proposal #190711

Ladies/Gentlemen:

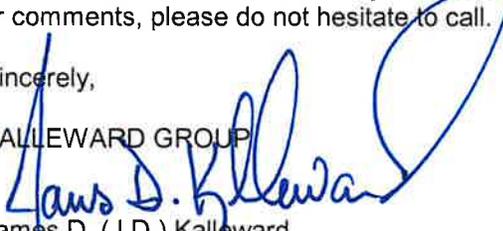
Thank you for the opportunity to quote your project. In addition to our proposal we have provided the following information to help clarify our proposal. As the delineated, the proposal is based on known information and the following notes.

- We reserve the right to have legal counsel review the terms and conditions of the contract and negotiate the same to a mutually beneficial conclusion.
- We do not include the cost for unforeseen site conditions.
- Proposal includes the cost of responsible and experienced supervision.
- Project duration approximately 3 months.
- Proposal includes sales tax.
- Proposal includes allowance of \$650.00 for building permit.
- Proposal presumes use of the adjacent "right of way" property.
- Proposal excludes the cost of removing existing building foundations.
- Proposal excludes cost of removing and disposing hazardous/contaminated soils.
- Proposal excludes the cost of material testing.
- Proposal excludes liquidated damages, financing and builder's risk.

Please review this information at your earliest convenience. If you have any questions or comments, please do not hesitate to call.

Sincerely,

KALLEWARD GROUP


James D. (J.D.) Kalleward
President

JDK/js

190711-Oshtemo Township Corner Plaza Qualify

DOCUMENT 00310

BID

TO: Oshtemo Downtown Development Authority
Oshtemo Township
7275 West Main Street
Kalamazoo, Michigan, 49009

SUBJECT: Oshtemo Downtown Development Authority - Village Corner Plaza, Oshtemo Township, Michigan

SUBMITTED BY: Kalleward Group hereinafter called Bidder.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty calendar days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting its Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda receipt of which is hereby acknowledged:

Addendum No. <u> 1 </u>	Dated <u> 6/28/19 </u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. This Bid is based upon the materials, systems and equipment required by the proposed Contract Documents without exception.
 - d. Bidder has studied carefully all drawings of physical conditions as provided in paragraph 2.2 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent the technical data contained in such drawings upon which Bidder is entitled to rely.
 - e. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents including specifically the provisions of the Supplementary Conditions.

- f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. Bidder has given Architect written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Bidder.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Base Bid: Bidder will furnish all labor, materials, tools, equipment and services required to construct and satisfactorily complete the Work for the Base Bid stated below.

BASE BID: TOTAL AMOUNT

\$200,000.00

5. Bidder agrees that Work will start on or before **29 July 2019** and be substantially complete on or before **1 November 2019**.

6. **Unit prices shall include all applicable costs for taxes, insurances, bonds and fees.**

Unit Price No. 1 – Removal of unsatisfactory soil and replacement with engineered fill material.

Add \$ 36.00 Cubic Yard

Unit Price No. 2 - Adjust height of (2) traffic control manhole covers.

\$ 2,200.00 Lump Sum

7. The following documents are attached to and made a condition of this Bid:
- a. Bid Security in the form of a bidder's bond or cashier's check in amount of not less than five percent of this Bid.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
9. Communications to Bidder concerning this Bid shall be addressed to the address indicated below.

10. Submitted on: July 11 2019
(Month and Day) (Year)

BY: Kalleward Group
(Name of Bidder)

(SEAL) BY 
(Signature)

James D. Kalleward, President
(Name & Title of Person Authorized to sign)

Business Address: 3548 Gembrit Circle

Kalamazoo, MI 49001

Phone Number: (269) 372-7300 Fax Number: (269) 372-7393

Email Address: jdkalleward@kalleward.com

All information on this Bid shall be typed or printed in ink.

13 March 2019



Oshtemo DDA: Village Corner Redevelopment Concepts
Oshtemo Township, Michigan

Village Corner and Church Property Concept Plan B

Preliminary Opinion of Probable Costs

Item	Quantity	Unit	Unit Price	Total	Comments
VILLAGE CORNER					
Site Clearing and Demolition	1	LS	\$5,000.00	\$5,000.00	
Removal of Existing Paving	6,000	SF	\$1.50	\$9,000.00	
Earthwork and Grading	1	LS	\$7,500.00	\$7,500.00	
4" Concrete Walk (5-8' Width)	3,700	SF	\$6.00	\$22,200.00	Includes conc walk in R.O.W.
Lighting and Electrical Supply	1	LS	\$10,000.00	\$10,000.00	Landscape Lighting only
Masonry Sign Wall with Cap	27	LF	\$400.00	\$10,800.00	
Signage	1	EA	\$1,500.00	\$1,500.00	On masonry wall
Deciduous Trees	6	EA	\$700.00	\$4,200.00	
Perennials, Grasses and Groundcovers	2,200	SF	\$8.00	\$17,600.00	
Soil for Berms	220	CY	\$11.00	\$2,420.00	
Topsoil and Planting Soil	160	CY	\$22.00	\$3,520.00	
Turf	4,500	SF	\$0.15	\$675.00	
Site Furniture	1	LS	\$11,000.00	\$11,000.00	
Irrigation	1	LS	\$20,000.00	\$20,000.00	Includes new water meter in pit
Soil Erosion and Sedimentation Control	1	LS	\$500.00	\$500.00	
Village Corner Construction Subtotal				\$125,915.00	
Contingency (10%)				\$12,591.50	
Survey Allowance				\$4,000.00	
A/E Fees (12%)				\$17,100.78	
VILLAGE CORNER TOTAL				\$159,607.28	

CHURCH PROPERTY

Miscellaneous Demolition	1	LS	\$1,000.00	\$1,000.00	
Earthwork and Grading	1	LS	\$15,000.00	\$15,000.00	
Removal of Existing Paving	21,400	SF	\$1.50	\$32,100.00	
6" Concrete Paving	320	SF	\$6.50	\$2,080.00	
4" Concrete Sidewalk	150	SF	\$5.50	\$825.00	
Asphalt Paving - Parking Lot	1,920	SY	\$21.00	\$40,320.00	
Pavement Marking	1	LS	\$700.00	\$700.00	
36" high Masonry Wall	128	LF	\$400.00	\$51,200.00	
Perennials, Grasses and Groundcovers	1,000	SF	\$8.00	\$8,000.00	Screen Parking in Church property / Storm Basin
Deciduous Trees	3	EA	\$700.00	\$2,100.00	
Topsoil and Planting Soil	150	CY	\$22.00	\$3,300.00	
Soil for Berms	32	CY	\$11.00	\$352.00	
Turf Seeding	9,000	SF	\$0.15	\$1,350.00	
Stormwater Management	1	LS	\$25,000.00	\$25,000.00	
Soil Erosion and Sedimentation Control	1	LS	\$1,500.00	\$1,500.00	Leaching Basins and trench
Church Property Re-Development Construction Subtotal				\$184,827.00	
Contingency (10%)				\$18,482.70	
Survey Allowance				\$4,000.00	
A/E Fees (12%)				\$24,877.16	

CHURCH PROPERTY TOTAL **\$232,186.86**

TOTAL VILLAGE CORNER AND CHURCH PROPERTY CONCEPT E **\$391,794.14**

TEMPORARY CROSS ACCESS AGREEMENT

This TEMPORARY CROSS ACCESS AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2019 by and between Oshtemo Charter Township Downtown Development Authority ("DDA"), established pursuant to Public Act 197 of 1975, whose address is 7275 West Main Street, Kalamazoo, Michigan 49009 and Oshtemo United Methodist Church ("Church"), a 501c3 tax-exempt religious organization, whose address is 6574 Stadium Drive, Kalamazoo, Michigan 49009.

Background

1. The DDA owns a parcel of real property in Oshtemo Township, Kalamazoo County, Michigan, which is more particularly described on Exhibit A attached. The DDA intends to develop the parcel as a natural gateway feature to the Oshtemo Village, including such items as sidewalks, landscaping, irrigation, pedestrian features, and lighting, which will be managed and maintained by the DDA.
2. The contractor approved by the DDA needs access to this parcel and a staging area for their construction equipment.
3. The DDA has requested a temporary cross access easement from the Church to allow the contractor to access the DDA property from their curb cut on South 9th Street and utilize the paved area of their parcel for the staging of construction equipment and materials.

Agreements

NOW THEREFORE, the DDA and Church agree as follows:

1. **Ingress and Egress:** The Church permits the construction contractor and their designees hired by the DDA the temporary right to access the parcel owned by the Church as described in Exhibit B for the intention of completing improvements to the DDA property. This temporary access shall only occur during the construction of the DDA property, which is expected to occur between July and December of 2019.
2. **Parking:** Temporary ingress shall also include the ability to park vehicles, other construction equipment, and store materials within the paved area of the Church property. This right shall extend to parking equipment and storing materials within the timeframe of construction. Once construction is complete, the contractor shall remove equipment and materials from the Church property within 30 days.

3. **Maintenance of the Church Property:** Any damage caused to the Church property will be repaired at the conclusion of construction and the removal of the equipment and materials. A representative from the Church and DDA will examine the property prior to construction to evaluate existing conditions and at the removal of all equipment and materials to determine any damage which must be repaired by the DDA.

4. **Insurance:** The DDA shall require the contractor and their designees accessing the site to maintain in full force and effect throughout the term of the Agreement general public liability insurance and property damage insurance against claims for personal injury, death, or property damage.

5. **Miscellaneous Provisions:** The contractor hired by the DDA shall refrain from prohibiting, restricting, limiting, or in any manner interfering with the normal ingress and egress of the Church's property. If work is to be performed that restricts access, the DDA shall provide at least one weeks' notice, which notice shall detail the work to be performed, the approximate schedule for the work, and a reasonable description of the impacts on the Church.

9. **Representation and Warranty:** The persons executing this Agreement represent and warrant, on behalf of themselves and their respective entities, that each party has obtained all necessary consents and approvals and each party has all right, title, and authority to execute this Agreement on behalf of their respective party and parcel, that by such execution each party and their respective parcel is bound by the terms of this Agreement and each party has all necessary power and authority to perform the obligations, terms, conditions, and covenants set forth herein.

Oshtemo Charter Township Downtown Development Authority

By: Grant Taylor
Its: Chair

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Grant Taylor, the Chair of the Oshtemo Charter Township Downtown Development Authority, on behalf of said organization.

Name:

Notary Public
Kalamazoo County, MI

My Commission Expires: _____

Oshtemo United Methodist Church

By:
Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, the _____ of the Oshtemo United Methodist Church, on behalf of said
organization.

Name:

Notary Public
Kalamazoo County, MI

My Commission Expires: _____



July 10, 2019

To: DDA Board

From: Julie Johnston, AICP
Planning Director

Re: Car Wash Property Update

Per the Board's request at the May meeting, staff contacted Genzink Appraisal to complete an appraisal on the Church's property at 6532 Stadium Drive. Based on their review of the property, the market values of the fee simple estate are \$83,000 without the ingress/egress easement to 9th Street and \$78,200 with. This is lower than the true cash value of \$240,052 established by the Township Assessor and utilized in the property swap Memorandum of Understanding for the demolition of the car wash.

Staff has forwarded the appraisal report to the Church and encouraged them to have their own appraisal completed, if desired. The original sale price requested by the Church was the amount indicated in the Memorandum of Understanding. As of the date of this memo, staff has not heard back from the Church representative, but hopes to have their response to the appraisal report prior to the meeting.

In addition to the appraisal report, the Board requested OCBA move forward with the improvements on their own property and then incorporate 6532 Stadium Drive into the project if a purchase decision is made. OCBA has provided a memo for the Church property redesign totaling \$7,500. The Board may wish to approve this budget contingent on the potential property sale.

Attachment: Genzink Contract Letter
Genzink Appraisal
Car Wash Demolition Memorandum of Understanding
OCBA Memo

GENZINK APPRAISAL COMPANY

Market Analysis · Real Estate Appraisal · Consulting

May 22, 2019

VIA EMAIL: jjohnston@oshtemo.org

Ms. Julie Johnston
Oshtemo Charter Township Downtown Development Authority
7275 West Main Street
Kalamazoo, MI 49009

RE: Vacant Commercial Land, 6532 Stadium Drive, Oshtemo, Michigan

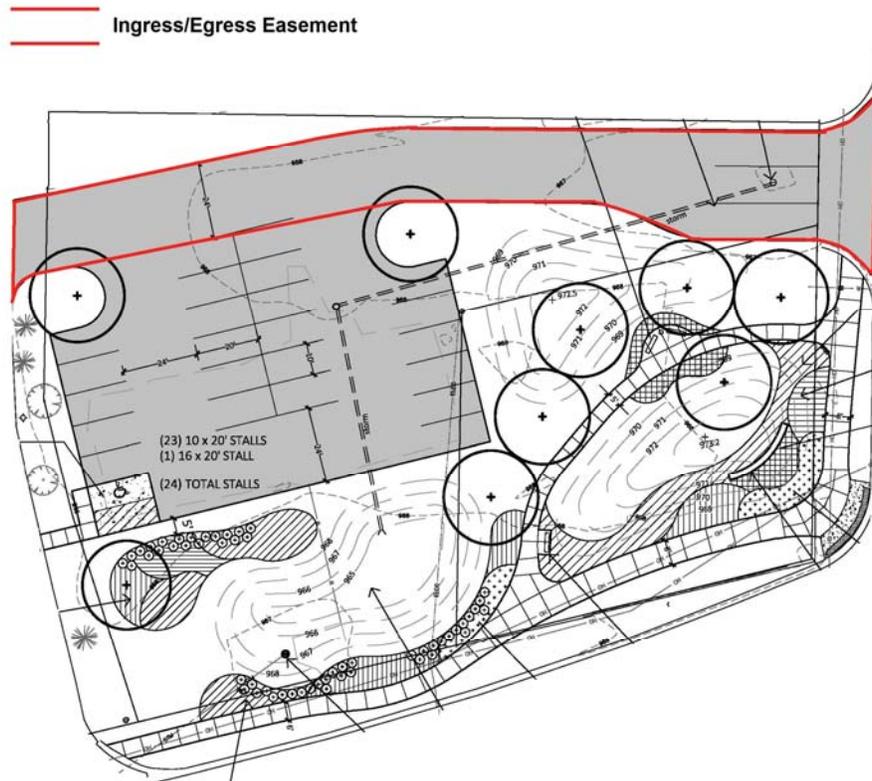
Dear Ms. Johnston:

At your request, we are pleased to submit the following proposal for the referenced property. Please read, sign and return this letter of authorization to commence services as outlined below.

General Description of the Subject Property: The above referenced property consists of vacant commercial land identified as permanent parcel no. 05-35-130-097. An aerial view and a site plan of the property is as follows:



Site Plan



As stated in the above site plan we've attempted to identify the location of the ingress/egress easement to 9th Street. Before we begin the assignment please let us know if you agree or disagree with the location of the ingress/egress easement to 9th Street.

Report Type: Appraisal Report

Purpose: To determine the market value without ingress/egress easement to 9th Street and market value with the permanent, ingress/egress easement to 9th Street.

<u>Type of Value</u>	<u>Property Rights</u>	<u>Effective Date</u>
Market Value	Fee Simple Estate	Date of Inspection
Market Value	Fee Simple Estate (encumbered with ingress/egress easement to 9th Street)	Date of Inspection

Identification of the Client: Oshtemo Charter Township Downtown Development Authority

Intended User: Oshtemo Charter Township Downtown Development Authority

Intended Use of the Report: The sole intended use of the report is to assist our client with

Ms. Julie Johnston
May 22, 2019
Page 3

acquisition decisions. The report is not intended for any other use.

Extraordinary Assumption: None known at this time

Hypothetical Condition: The market value, "with the permanent, ingress/egress easement to 9th Street", is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

Approaches to Value: The sales comparison approach

Number of Copies: pdf

The Appraisal will be Completed By: 6/11/2019

Professional Fee: \$3,750. The total fee will be due and payable upon receipt of the report. If payment is not received within 30 days of billing a late charge of 1-1/2% per month will be charged to the unpaid balance. Services required subsequent to completing the appraisal, which include but are not limited to, depositions and expert testimony will be billed at an hourly rate of \$190/hour.

The report will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and The Code of Professional Ethics and the Standards of Professional Appraisal Practices of the Appraisal Institute.

The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal and Limiting Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal and Limiting Conditions upon receipt of the report and that client's use of the appraisal will constitute acceptance of the Appraisal and Limiting Conditions. The Appraisal and Limiting Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.

Unless the time frame is shorter under applicable law, any legal action or claim relating to the appraisal or Appraiser's services shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time frame stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. This time frame stated in this section shall apply to all non-criminal claims or causes of action of any type.

Ms. Julie Johnston
May 22, 2019
Page 4

Should you have any questions, do not hesitate to contact me. Your signature below and the return of this letter will be considered authorization to proceed as outlined previously. Please keep one copy for your files.

Sincerely,



Jeffrey G. Genzink, MAI
Job # 4362-19

ACCEPTED BY: Julie Johnston
TITLE: Planning Director / OPA Liaison
DATE: 5/22/2019

APPRAISAL REPORT:

Vacant Commercial Land
6532 Stadium Drive
Oshtemo Charter Township
Kalamazoo County, Michigan

GENZINK APPRAISAL COMPANY

1009 44th Street, SW, Suite 107 • Grand Rapids • MI • 49509 • Phone (616) 261-5000 • Fax (616) 261-5045

GENZINK APPRAISAL COMPANY

Market Analysis · Real Estate Appraisal · Consulting

June 17, 2019

Ms. Julie Johnston
Oshtemo Charter Township Downtown Development Authority
7275 West Main Street
Kalamazoo, MI 49009

RE: Appraisal Report: Vacant Commercial Land, 6532 Stadium Drive, Oshtemo Charter Township, Kalamazoo County, Michigan,

Dear Ms. Johnston:

The purpose of this Appraisal Report is to determine the market values of the fee simple estate, for two scenarios (Scenario No. 1 and No. 2), as requested by the client. A summary of the effective date of value and the property rights appraised for Scenario No. 1 and No. 2 are as follows.

Scenario No. 1 and No. 2		
<u>Scenario</u>	<u>Effective Date</u>	<u>Property Rights</u>
No. 1	June 8, 2019	Fee Simple Estate
No. 2	June 8, 2019	Fee Simple Estate ⁽¹⁾

⁽¹⁾ Encumbered with ingress/egress easement to South 9th Street

The primary intended user of the appraisal is Oshtemo Charter Township Downtown Development Authority. The *sole* intended use of the appraisal is for acquisition decisions. The appraisal is not intended for any other use or to be relied upon by any other party.

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The appraiser is not responsible for unauthorized use of this report.

Data, information and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The undersigned certify that, to the best of their knowledge and belief:

Ms. Julie Johnston

June 17, 2019

Page 2

- The statements of facts contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment is not contingent upon the developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- Mr. Michael A. Tyska, MAI made a personal inspection of the property that is the subject of this report. Mr. Jeffrey G. Genzink, MAI did not inspect the subject property.
- No one provided significant real property appraisal assistance to the person(s) signing this report.
- We have not provided appraisal services for the subject property within the past three years.
- That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Jeffrey G. Genzink, MAI has completed the continuing education program of the Appraisal Institute.
- As of the date of this report, Michael A. Tyska, MAI has completed the continuing education program of the Appraisal Institute.

Ms. Julie Johnston
June 17, 2019
Page 3

The market values of the fee simple estate for Scenario No. 1 and No. 2, as requested by the client, are as follows:

Market Value			
<u>Scenario</u>	<u>Effective Date</u>	<u>Property Rights</u>	<u>Market Value</u>
No. 1	June 8, 2019	Fee Simple Estate	\$83,000
No. 2	June 8, 2019	Fee Simple Estate ⁽¹⁾	\$78,200

⁽¹⁾ Encumbered with ingress/egress easement to South 9th Street

The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

In Michigan, appraisers are required to be licensed and are regulated by the Michigan Department of Licensing and Regulatory Affairs, P.O. Box 30018, Lansing, Michigan 48909.

Sincerely,

GENZINK APPRAISAL COMPANY



Jeffrey G. Genzink, MAI
Certified General Appraiser



Michael A Tyska, MAI
Certified General Appraiser

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SECTION I. REPORT SUMMARY

Aerial View



Source: Kalamazoo County GIS (Boundary lines are estimated.)

Location:	6532 Stadium Drive, Oshtemo Charter Township, Kalamazoo County, Michigan
Owner:	Oshtemo United Methodist Church
Type of Property:	Vacant Land
Zoning:	VC, Village Commercial
Permanent Parcel No.:	05-35-130-097
Property Rights Appraised:	
“Scenario No. 1”	Fee simple estate
“Scenario No. 2”	Fee simple estate (Encumbered with ingress/egress easement to South 9th Street
Description:	The mostly level site is irregular in shape and contains 28,195 SF (0.647 acres) of net land area, excluding road right-of-way. The site has 104.5 feet of frontage along Stadium Drive and 32.5 feet along South 9th Street. There is no curb cut along Stadium Drive and legal access is only available from South 9 th Street.

Highest and Best Use	
As Vacant:	For commercial use
As Improved:	Not applicable
Inspection Date:	June 8, 2019
Market Values:	
“Scenario No. 1”	\$83,000
“Scenario No. 2”	\$78,200 (Encumbered with ingress/egress easement to South 9th Street)
Extraordinary Assumptions:	None
Hypothetical Condition:	The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.
Intended User:	Oshtemo Charter Township Downtown Development Authority.
Intended Use:	For acquisition decisions
Appraisal File No.:	4362-19

SECTION II. SCOPE OF WORK

Purpose: The purpose of this Appraisal Report is to determine the market values of the fee simple estate, for two scenarios (Scenario No. 1 and No. 2), as requested by the client. A summary of the effective date of value and the property rights appraised for Scenario No. 1 and No. 2 are as follows.

Scenario No. 1 and No. 2		
<u>Scenario</u>	<u>Effective Date</u>	<u>Property Rights</u>
No. 1	June 8, 2019	Fee Simple Estate
No. 2	June 8, 2019	Fee Simple Estate ⁽¹⁾

⁽¹⁾ Encumbered with ingress/egress easement to South 9th Street

Property Identification: The subject property consists of vacant commercial land located at the north side of Stadium Drive, west of South 9th Street, Oshtemo Charter Township, Kalamazoo County, Michigan. The common street address is 6532 Stadium Drive, Oshtemo, Michigan.

Extent of Inspection: Mr. Michael A. Tyska, MAI completed an on-site inspection of the subject property on June 8, 2019, unaccompanied by the property owner.

Effective Date: June 8, 2019

Client: The client is Oshtemo Charter Township Downtown Development Authority.

Intended User: The primary intended user is Oshtemo Charter Township Downtown Development Authority.

Intended Use: The *sole* intended use of the appraisal is for acquisition decisions. The appraisal is not intended for any other use or to be relied upon by any other party.

Type of Opinion: The type of opinion is market value. Market value is defined as follows:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: 12 C.F.R. Part 54.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 19, 1992; 59 Federal Register 29499, June 7, 1994)

Property Rights Appraised: The ownership interest appraised for Scenario No. 1 is fee simple estate. Fee simple estate is defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

(Source: *The Dictionary of Real Estate Appraisal, 6th Edition*, 2015, Appraisal Institute, Chicago, Ill, p. 90)

The ownership interest appraised for Scenario No. 2 is fee simple estate (encumbered with ingress/egress easement to South 9th Street). An easement is defined as follows:

The right to use another's land for a stated purpose.

(Source: *The Dictionary of Real Estate Appraisal, 6th Edition*, 2015, Appraisal Institute, Chicago, Ill, p. 71)

Extraordinary Assumptions: None

Hypothetical Condition: The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

Type and Extent of Valuation Analysis Applied: To determine the market values of the fee simple estate, we relied upon the sales comparison approach. We considered, but did not

develop the income capitalization approach or the cost approach because they were not considered applicable to arrive at credible results.

Type and Extent of Market Data Considered: The extent of collecting, confirming and analyzing the market data for use in the sales comparison approach was based upon the geographic boundaries of Oshtemo and Texas townships. Research sources included the Genzink Appraisal Company internal database, public records, MLS data and market participants. The data was confirmed with public records, MLS and/or a third party such as a real estate broker or property owner where available.

Type of Report: This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The appraiser is not responsible for unauthorized use of this report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal includes the real property only, excluding personal property, trade fixtures, machinery, equipment or intangible items.

SECTION III. GENERAL DATA

PROPERTY IDENTIFICATION

The subject property consists of vacant commercial land, which is located along the north side of Stadium Drive, west of South 9th Street, Oshtemo Charter Township, Kalamazoo County, Michigan. The common street address is 6532 Stadium Drive, Oshtemo, Michigan.

LEGAL DESCRIPTION

The legal description for the subject property was obtained from public records and is located in the Addendum section of this report. *The appraisal assumes that the legal description is correct.*

OWNERSHIP

The current owner is Oshtemo United Methodist Church.

PRESENT USE AND OCCUPANCY OF THE PROPERTY

The subject property consists of vacant commercial land. The current owner also owns the adjacent property to the west, which is used as a religious facility.

SALES HISTORY OF THE PROPERTY

There have been no known sales of the subject property in the last three years, and there are no known pending offers. According to public records, the current owner purchased the subject as vacant land on November 4, 2008 for \$319,910.

ZONING

The subject property is zoned VC, Village Commercial. The VC district is designed to promote a village atmosphere allowing for small-scale mixed land uses and satisfying the land needs for convenience, specialty and personal service establishments primarily serving residents in the immediate and nearby residential areas of Oshtemo Township. A variety of commercial uses are permitted in the VC district. A list of permitted uses, permitted uses with conditions, administrative review uses, and special uses from the Oshtemo Township Zoning Ordinance is provided in the Addendum section of this report.

The subject property is also located in the Village Form Based Code Overlay Zone, which is designed to establish a compact, walkable, and mixed-use environment, and it is meant to create

a comfortable, safe, and ecologically sustainable place for all residents to enjoy within the Oshtemo Village Area.

The VC, Village Commercial zoning requirements applicable to the subject property are as follows:

Zoning Requirements		
	<u>Zoning</u>	<u>Subject Property</u>
Minimum Lot Width/Frontage	65 to 230 feet	Conforms
Minimum Lot Area	N/A	Conforms
Minimum Front Yard	5 feet	Vacant Land
Minimum Side Yard	0 feet	Vacant Land
Minimum Rear Yard	15 feet	Vacant Land

The subject property is in conformance with the requirements listed in the previous table. *The appraisal assumes that the property is legal and conforming to zoning and, as may be applicable, is in conformance with all applicable governmental regulations including building, fire and health code restrictions and requirements.*

The Oshtemo Charter Township Master Plan designates the future land use as Village Core.

ASSESSED VALUE AND PROPERTY TAXES

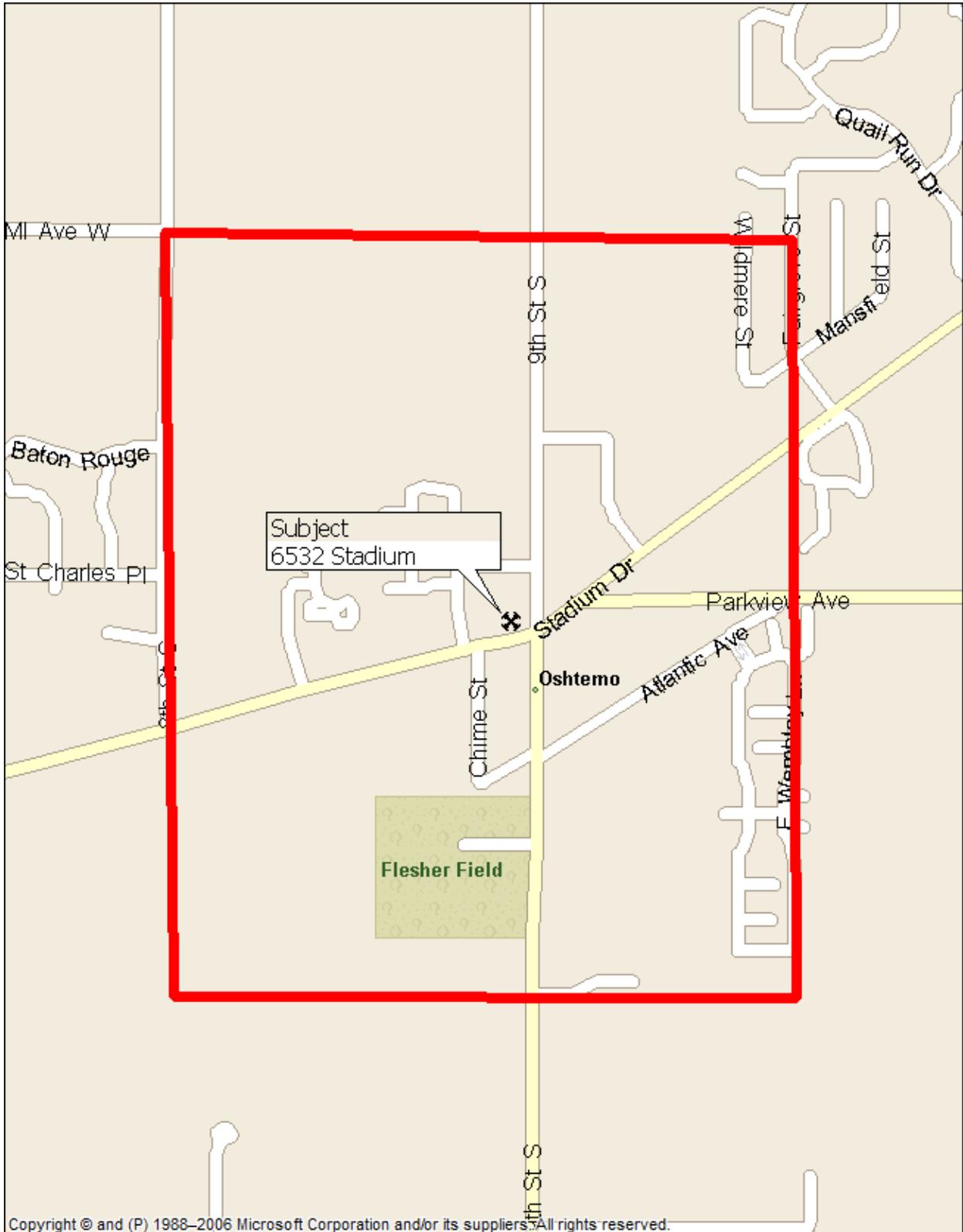
For property taxation purposes, the subject property is identified as permanent parcel no. 05-35-130-097. The property is exempt from paying real property taxes, due to its current ownership. Therefore, we have not calculated the property taxes for the subject.

NEIGHBORHOOD DATA

The objective of a neighborhood analysis is to determine perceivable patterns of growth, structure and change that may detract from or enhance property values. The following analysis describes neighborhood boundaries, transportation, public services, land uses and neighborhood life cycles. A neighborhood map locating the subject property is provided on the following page.

Neighborhood Boundaries: The subject property is located on the west side of Kalamazoo in Oshtemo Charter Township, Kalamazoo County, Michigan. The neighborhood boundaries are

Neighborhood Map



West ML Avenue (north), Fairgrove Street (east), South 8th Street (west) and Valley Industrial Drive (south). The boundaries include the Oshtemo Village area surrounding the Village Core at the intersection of Stadium Drive and South 9th Street.

The neighborhood is located approximately five miles southwest of Downtown Kalamazoo and approximately six miles northwest of the Kalamazoo/Battle Creek International Airport.

Transportation: There is a good network of primary and secondary roads serving the neighborhood. Stadium Drive is a primary east/west travel route serving the western Kalamazoo area. Access to US-131 is available with an interchange east of the neighborhood at Stadium Drive and access to I-94 is available with an interchange south of the neighborhood at South 9th Street.

Public Services: Public services for the area include fire protection by Oshtemo Charter Township and street maintenance by township and county municipalities. The majority of the neighborhood is serviced by public utilities such as municipal water, sanitary sewer, natural gas and telephone.

Neighborhood Land Uses: Within the neighborhood boundaries, the land use is a combination of commercial, office, industrial, institutional, single-family residential and multi-family residential. Commercial, office and institutional uses are primarily located along Stadium Drive and South 9th Street.

Neighborhood Life Cycle: Neighborhoods and their land uses typically evolve through a four-stage life cycle that consists of 1) Growth – a period during which the market area gains public favor and acceptance; 2) Stability – a period of equilibrium without marked gains or losses; 3) Decline – a period of diminishing demand; and 4) Revitalization – a period of renewal, redevelopment, modernization, and increasing demand. The subject's immediate neighborhood is considered to be in a stage of stability.

SECTION IV. DESCRIPTION OF PROPERTY

The subject property can best be visualized by the following aerial view and subject photos located in the Addendum section of this report.

Aerial View - Scenario No. 1



Source: Kalamazoo County GIS (Boundary lines are estimated.)

SITE DESCRIPTION - Scenario No. 1

The site description is based upon public records and a physical inspection of the site.

Location: The subject property is located along the north side of Stadium Drive, west of South 9th Street, Oshtemo Charter Township, Kalamazoo County, Michigan. The common street address is 6532 Stadium Drive, Oshtemo, Michigan.

Shape/Land Area: The site is irregular in shape and contains 28,195 SF (0.647 acres) of net land area, excluding road right-of-way. The site has 104.5 feet of street frontage along Stadium Drive and 32.5 feet along South 9th Street.

Ingress/Egress: There is no curb cut along Stadium Drive and legal access is only available from South 9th Street.

Topography: The subject site is mostly level.

Soil Types: The appraisal assumes that the soils are suitable to support current and future site and building improvements. No evidence to the contrary was observed upon the physical inspection of the property.

Flood Plain: According to the National Flood Insurance Program map, Community Panel No. 26077C0175D (February 17, 2010), the subject property is located within Zone X, areas determined to be outside of the 0.2% annual chance flood plain. A flood plain map locating the subject property is located in the Addendum section of this report.

Utilities: Municipal water, sanitary sewer, electric, natural gas and telephone service are available to the property.

Site Improvements: The site improvements include an asphalt paved drive and parking area. The improvements are in poor condition.

Off-Site Improvements: Stadium Drive and South 9th Street are four-lane (with center turn lane), asphalt-paved roadways with concrete curbs and gutters.

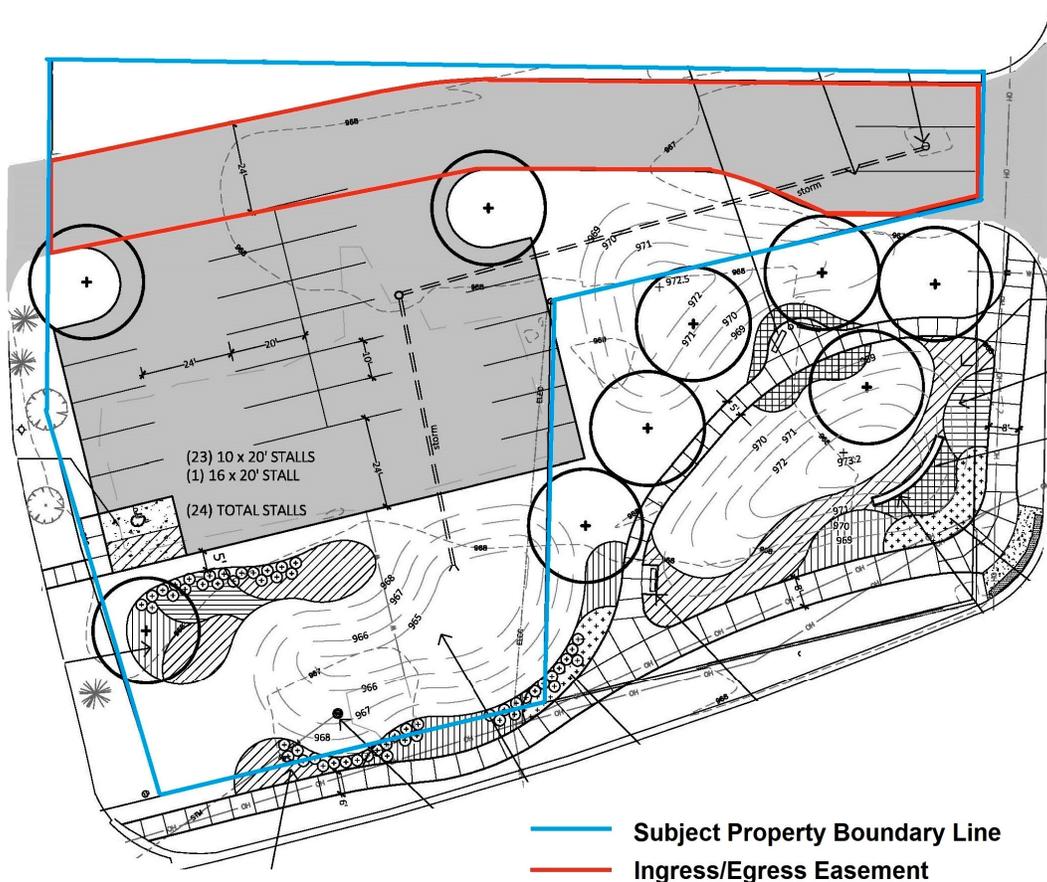
Easements: We were not provided with a title commitment or ALTA survey. To our knowledge, there are no existing easements that adversely affect the property, and the appraisal assumes none exist.

Hazardous Waste or Property Contamination: We have no knowledge of the existence of hazardous waste or substances, nor contamination that may or may not be present on or near the property. There were no obvious signs of hazardous substances or conditions observed during the inspection of the property, however, we are not trained or qualified to detect the existence of potentially hazardous material. The client is urged to retain an expert in this field to determine if the property is affected by hazardous contaminants or material. *The value estimate is predicated on the assumption that there is no contaminated material on or near the property that would result in a lower market value.*

Other: *To our knowledge there are no deed restrictions, encroachments, easements or encumbrances that adversely affect the property, and the appraisal assumes that none exist.*

SITE DESCRIPTION - Scenario No. 2

The site description for Scenario No. 2 is the same as Scenario No. 1 except Scenario No. 2 is encumbered with an ingress/egress easement. The ingress/egress easement is located along the north boundary of the subject property and will benefit the adjacent property west of the subject. The estimated easement area is 6,540 SF. The following preliminary sketch was provided by the client.



HIGHEST AND BEST USE - Scenario No. 1 and No. 2

Highest and best use analysis is important in the appraisal process because it provides the foundation as to how to proceed with the valuation of the property. It provides the basis on which the subject value is estimated, because the market data used to estimate value for the subject is predicated on the property's highest and best use.

In highest and best use analysis, reasonable alternative uses for the property are explored within a framework of legal, physical and economic parameters. The definition of highest and best use that follows is taken from *The Dictionary of Real Estate Appraisal, 6th Edition, Page 109*.

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use of the appraised property is that use which is legally permissible, physically possible and provides the highest return. With improved properties, a conclusion of the highest and best use is made both as vacant, and as improved. The analysis assuming an improved property as vacant is done to test and provide support for the concluded highest and best use as improved.

Highest and Best Use as Vacant:

Legal Permissible Use: The subject property is zoned VC, Village Commercial. The VC district is designed to promote a village atmosphere allowing for small-scale mixed land uses and satisfying the land needs for convenience, specialty and personal service establishments primarily serving residents in the immediate and nearby residential areas of Oshtemo Township. A variety of commercial uses are permitted in the VC district. A list of permitted uses, permitted uses with conditions, administrative review uses, and special uses from the Oshtemo Township Zoning Ordinance is provided in the Addendum section of this report.

The subject property is also located in the Village Form Based Code Overlay Zone, which is designed to establish a compact, walkable, and mixed-use environment, and it is meant to create a comfortable, safe, and ecologically sustainable place for all residents to enjoy within the Oshtemo Village Area. The Oshtemo Charter Township Master Plan designates the future land use as Village Core. Based upon the legal permissible uses, the primary use is for commercial purposes.

Physical Possible Use: The site conforms to surrounding properties and does not appear to present any unusual problems with development. All public utilities are available to the site, including municipal water, sanitary sewer, electricity and natural gas. There are no known environmental problems that would appear to diminish the value of the site. (See Assumptions and Limiting Conditions) A variety of commercial uses are physically possibly on the site.

Financial Feasibility/Maximum Profitability: Based upon the legal permissible and physical possible uses, the research completed for vacant land sales indicates commercial use provides maximum profitability for the subject. Therefore, it is our opinion that the highest and best use of the subject site, as vacant, is for commercial use.

Highest and Best Use as Improved: The subject property consists of vacant land. Therefore, the highest and best use of the subject property, as improved, is not applicable.

SECTION V. VALUATION OF PROPERTY

COST APPROACH

The cost approach involves estimating the current replacement or reproduction cost of building and site improvements, subtracting depreciation and adding land value. We considered, but did not develop the cost approach because it was not considered applicable to arrive at credible results.

SALES COMPARISON APPROACH

Scenario No. 1 (Fee Simple Estate)

The sales comparison approach involves the search for sales of similar type property, analyzing the sales, and estimating a value for the subject based on the analysis. The principle of substitution is particularly relevant in this approach whereby the theory is that value is controlled by prices paid for similar properties having like utility.

The analysis process involves making adjustments to the sale prices of comparable properties for differences in the "elements of comparison" between the comparables and the appraised property. The elements of comparison include property rights conveyed, financing terms, conditions of sale, market conditions, location and physical characteristics.

Adjustments to the comparables are usually made on a percentage or dollar basis and are applied to a unit rate of comparison, such as sale price per square foot of land or building area, or some other appropriate unit. The unit rate determined to be most applicable in making comparisons between the comparables and the subject is price/SF of net land area.

The extent of collecting, confirming and analyzing the market data for use in the sales comparison approach was based upon the geographic boundaries of Oshtemo and Texas townships. Research sources included the Genzink Appraisal Company internal database, public records, MLS data and market participants. The data was confirmed with public records, MLS and/or a third party such as a real estate broker or property owner where available.

We have selected four comparable properties, including three vacant land sales and one current listing, which are considered similar to the subject property. Three of the comparable properties are located in the subject neighborhood. The following page provides a summary chart of the adjustments for the comparable properties. A map locating the comparable properties and a description of each property is located in the Addendum section of this report.

Summary of Adjustments - Vacant Land Sales

Comparable Reference No.	Subject	Comp No. 1 3010599	Comp No. 2 3010600	Comp No. 3 3010601	Comp No. 4 3006140
Location					
Street Number	6532	3420	6203	987	6740
Street Name	Stadium Drive	South 9th Street	Stadium Drive	North 9th Street	Stadium Drive
City/Township	Oshlomo Township	Oshlomo Township	Oshlomo Township	Oshlomo Township	Oshlomo Township
County	Kalamazoo	Kalamazoo	Kalamazoo	Kalamazoo	Kalamazoo
Sales Data					
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Cash	Cash	Cash	Cash	Cash
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Sale Price	\$115,000	\$120,000	\$312,500	\$135,000	\$295,000
Cash Price	\$120,000	\$120,000	\$312,500	\$140,000	\$295,000
Sale Date	6/8/2019	8/23/2017	9/7/2017	12/29/2015	Current Listing
Site Description					
Access	Average	Average	Average	Fair	Average
Visibility	Average	Average	Average	Average	Average
Physical Location	Interior	Interior	Interior	Interior	Interior
Net Land Area (Acres)	0.647	0.943	3.898	0.531	3.046
Net Land Area (SF)	28,195	41,079	169,791	23,125	132,673
Primary Street Frontage (Feet)	104.50	116.00	321.73	125.00	466.25
Street Name	Stadium Drive	South 9th Street	Stadium Drive	North 9th Street	Stadium Drive
Shape	Irregular	Rectangular	Irregular	Rectangular	Rectangular
Topography	Mostly Level	Mostly Level	Mostly Level	Mostly Level	Mostly Level/Rolling
Zoning	VC, Village Commercial	VC, Village Commercial	R-4, Residence	C, Local Business	VC, Village Commercial
Future Land Use	Village Core	Village Core	Transitional Office	General Commercial	Village Core
Utilities					
Water	Public	Public	Public	Public	Public
Sewer	Public	Public	Public	Public	Public
Electricity	Public	Public	Public	Public	Public
Gas	Natural	Natural	Natural	Natural	Natural
Highest and Best Use	Commercial	Commercial	Elderly Housing	Commercial	Commercial
Ratios					
Land to Street Frontage Ratio	270	354	528	185	285
Units of Comparison					
Price/SF - Net Land Area	\$2.92	\$2.92	\$1.84	\$6.05	\$2.22
Adjustments					
Market Conditions	0.0%	0.00	0.00	0.00	0.00
Adjusted for Market Conditions		\$2.92	\$1.84	\$6.05	\$2.22
Location		0.00	0.00	-0.50	0.00
Access		0.00	0.00	0.20	0.00
Visibility/Corner		0.00	0.00	0.00	0.00
Land Area		0.10	0.40	0.00	0.40
Shape		-0.10	0.00	-0.10	-0.10
Topography		0.00	0.00	0.00	0.20
Highest and Best Use		0.00	0.20	0.00	0.00
Current Listing		0.00	0.00	0.00	-0.20
Net Adjustment		0.00	0.60	-0.40	0.30
Gross adjustment		0.20	0.60	0.80	0.90
Indication of Value (Price/SF - Net Land Area)		\$2.92	\$2.94	\$3.63	\$2.89

Discussion of the Adjustments

A discussion of the adjustment analysis for differences with the subject follows.

Property Rights Conveyed: An adjustment is required if the property rights for the comparable properties are different from the subject. No adjustment is necessary for real property rights conveyed for Comparable Nos. 1 through 4.

Financing Terms: Comparable Nos. 1, 2 and 3 were sold based upon cash terms or cash equivalent terms. Comparable No. 4 is a current listing and assumes cash equivalent terms. Therefore, no adjustment is required for financing terms.

Conditions of Sale: An adjustment for this element of comparison is required when non-market, or atypical conditions, influence a sale. Comparable Nos. 1, 2 and 3 are considered arm's length transactions. Comparable No. 4 is a current listing and assumes an arm's length transaction. Therefore, and no adjustment is required for conditions of sale.

Market Conditions: This element of comparison considers changes in market conditions between the sale date of the comparable and the effective date of value for the subject, June 8, 2019. Comparable Nos. 1, 2 and 3 sold from December 2015 to September 2017 and Comparable No. 4 is a current listing. It is our opinion market conditions for the subject neighborhood were stable during this period. Therefore, no adjustment is required for market conditions.

Location: This adjustment considers the surrounding neighborhood. Comparable Nos. 1, 2 and 4 are considered similar to the subject and no adjustment is required. Comparable No. 3 is considered superior and a downward adjustment is required.

Access: This adjustment considers the overall accessibility and ease to get to the subject site. The subject is considered to have good access. Comparable Nos. 1, 2 and 4 are considered similar to the subject property and no adjustment is required. Comparable No. 3 is considered inferior and an upward adjustment is required.

Visibility/Corner: This adjustment considers the visibility along a primary thoroughfare and/or corner location. Properties with visibility from primary roadways and corners are typically preferred. The subject is an interior location with average visibility. Comparable Nos. 1 through 4 are considered similar to the subject property and no adjustment is required.

Land Area: Generally, smaller sites will sell at higher unit rates (price/SF) than a larger site because of the higher demands for smaller properties. Comparable Nos. 1, 2 and 4 have more land area in comparison to the subject and an upward adjustment is required. Comparable No. 3 is considered similar to the subject and no adjustment is required.

Shape: The shape of the property influences the functional utility of the site development that can occur on the property. The subject property is irregular in shape. Comparable Nos. 1, 3 and 4 are considered superior to the subject property in functional utility due to shape and a downward adjustment is required. Comparable No. 2 is considered similar to the subject property and no adjustment is required.

Topography: Generally, topography will have an impact on the development costs of a parcel and appeal to potential lot buyers, thus impacting the purchase price. If a developer has higher development costs then he will pay less for the property. The subject property has mostly level topography. Comparable Nos. 1 through 4 are considered similar to the subject property in functional utility due to topography and no adjustment is required.

Highest and Best Use: This considers the possible type of use. The highest and best use of the subject property as though vacant is for commercial development. Comparable Nos. 1, 3 and 4 are similar and no adjustment is required. Although Comparable No. 2 is located just east of the subject property along Stadium Drive, the future land use is intended primarily for office and institutional uses, and the property was developed for elderly housing use. Therefore, Comparable No. 2 is considered inferior and an upward adjustment is required.

Current Listing: Current listings are typically listed above selling price. Comparable No. 4 is a current listing and a downward adjustment is required.

Summary: Before adjustments, the cash prices of Comparable Nos. 1 through 4 range from \$120,000 to \$312,500, or \$1.84/SF to \$6.05/SF of net land area. The following table provides a value range for the subject property based upon Comparable Nos. 1 through 4 after adjustments.

Value Range Indicators		
(Applied to 28,195 SF at subject property)		
<u>Comp No.</u>	<u>Unit Rate</u>	<u>Indicated Value</u>
4	\$2.89	\$81,484
1	\$2.92	\$82,329
2	\$2.94	\$82,893
3	\$3.63	\$102,348

Comparable No. 1 is given primary emphasis because it required the least amount of gross adjustment. Secondary emphasis is given to Comparable Nos. 2 and 4 because they required significant adjustments. Minimal emphasis was given to Comparable No. 3 because it is not located in the subject neighborhood and required significant adjustment for location. Therefore, the indicated market value of the fee simple estate for Scenario No. 1, as of June 8, 2019, based upon the sales comparison approach, is \$83,000, equivalent to \$2.94/SF of net land area.

The property located adjacent to the subject property at the northwest corner of Stadium Drive and South 9th Street was purchased by the Oshtemo Charter Township Downtown Development Authority in December 2014 for \$250,000. At the time of sale, this property was improved with a gas station and the purchase price was based on the value of an operating gas station. Therefore, this sale was not considered in our valuation analysis.

SALES COMPARISON APPROACH

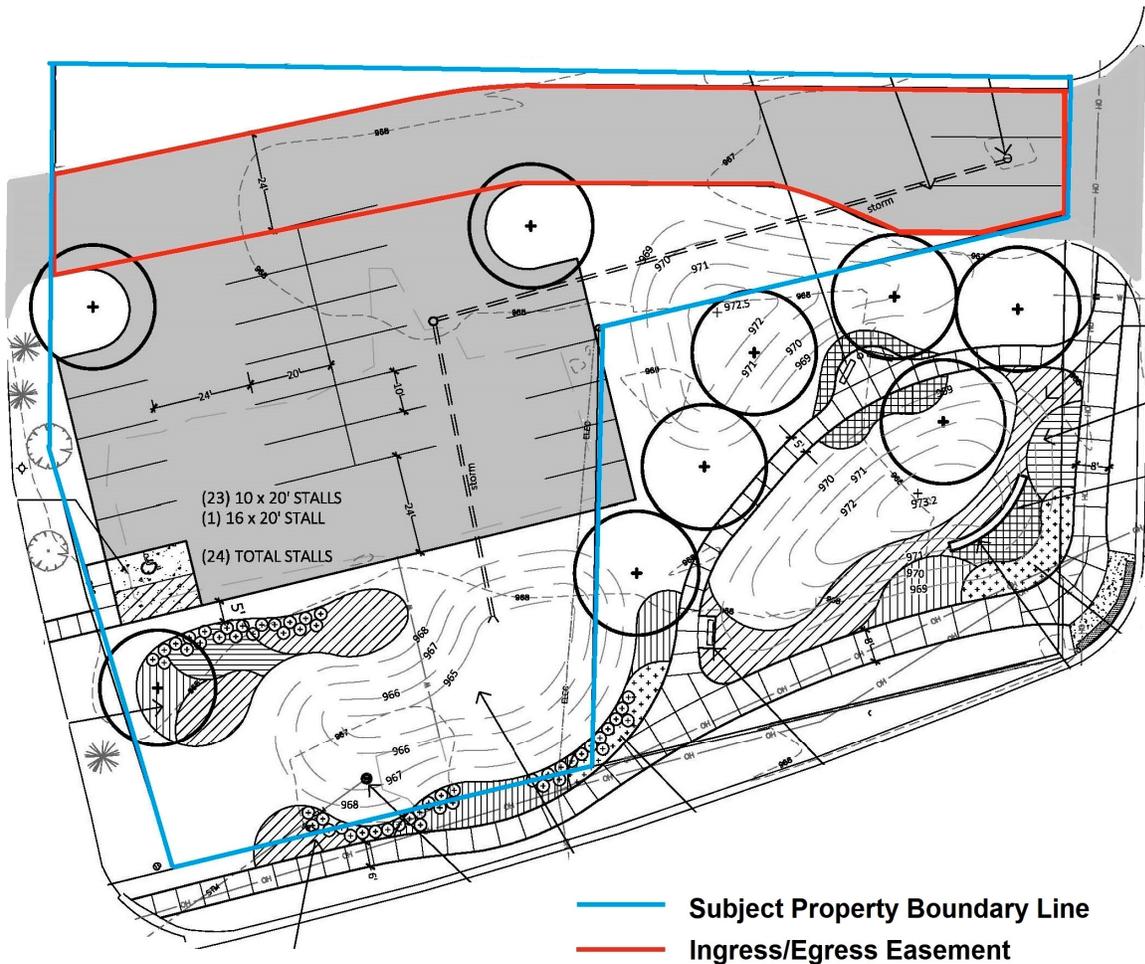
Scenario No. 2 (Fee Simple Estate - Encumbered with ingress/egress easement to South 9th Street)

The market value determined in the valuation of Scenario No. 1 (\$83,000, equivalent to \$2.94/SF of net land area) will be used as a basis for the valuation of Scenario No. 2. The valuation of the Scenario No. 2 will determine the diminished value of the ingress/egress easement area.

The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

The ingress/egress easement is located along the north boundary of the subject property and will benefit the adjacent property west of the subject. The estimated easement area is 6,540 SF. The client provided a preliminary development plan for the subject property and a sketch indicating the ingress/egress easement area is provided on the following page.

Sketch with Ingress/Egress Easement



In order to estimate the value of the area encumbered by the ingress/egress easement, a factor is estimated and applied to the contributory market value of the fee simple interest of the land area encumbered by the easement. The easement factor reflects the property rights encumbered by the easement. As written in *Real Estate Valuation in Litigation, Second Edition, Appraisal Institute, Chicago, IL (P. 361)*, “The full impact of an easement acquisition cannot be estimated until the appraiser determines: 1) the loss of present utility, 2) the loss of future utility, 3) the accessory rights acquired, and 4) the obligations of the parties.” The easement factor is estimated after consideration of the beneficial interest that the property owner will lose within the easement area.

In determining the easement factor, primary consideration is given to the location, use and maintenance of the ingress/egress easement area. The “Grantor” is the owner of the subject

property and the “Grantee” is the adjacent property to the west. The Grantor will be the primary user of the easement area because this is the sole access point to the subject property. The Grantor will also be responsible for the maintenance and repair of the easement area. The Grantee has primary access to their property directly from Stadium Drive and the ingress/egress easement is a secondary means of access to their site.

As a result of the previous discussion, it is our opinion that an easement factor of 25% of the contributory fee simple market value for the ingress/egress easement area (6,540 SF) is appropriate considering the loss of present utility, the loss of future utility, the accessory rights acquired and the obligations of the parties related to the easement.

The calculation to determine the diminished value of the ingress/egress easement area is as follows:

Diminished Value of Ingress/Egress Easement Area		
Permanent Easement (SF)		6,540
Market Value/SF	×	<u>\$2.94</u>
Sub-Total		\$19,228
Easement Factor	×	<u>25%</u>
Total		-\$4,807

The calculation of the indicated value for Scenario No. 2 is as follows:

Scenario No. 2 - Market Value	
Market Value - No Easement	\$83,000
Diminished Value of the Easement Area	<u>-\$4,807</u>
Market Value - With Ingress/Egress Easement	\$78,193
Rounded	\$78,200

Therefore, the indicated market value of the fee simple estate for Scenario No. 2 (Encumbered with ingress/egress easement to South 9th Street), as of June 8, 2019, based upon the sales comparison approach, is \$78,200.

The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

INCOME CAPITALIZATION APPROACH

The income approach to value converts anticipated future benefits of ownership, typically income received during a holding period, into a value estimate. The anticipated future income is converted, or discounted, to a present value by applying an appropriate capitalization or yield rate. We considered, but did not develop the income capitalization approach because it was not considered applicable to arrive at credible results.

CORRELATION AND CONCLUSION OF VALUE

The indicated value by approach for Scenario No. 1 and No. 2, as of June 8, 2019, is summarized as follows:

	<u>Scenario No. 1</u>	<u>Scenario No. 2</u>
Cost Approach	n/a	n/a
Sales Comparison Approach	\$83,000	\$78,200
Income Capitalization Approach	n/a	n/a

Therefore, the market value of the fee simple estate for Scenario No. 1 and No. 2, as requested by the client, are as follows:

Market Value			
<u>Scenario</u>	<u>Effective Date</u>	<u>Property Rights</u>	<u>Market Value</u>
No. 1	June 8, 2019	Fee Simple Estate	\$83,000
No. 2	June 8, 2019	Fee Simple Estate ⁽¹⁾	\$78,200

⁽¹⁾ Encumbered with ingress/egress easement to South 9th Street

The market value for Scenario No. 2 (encumbered with ingress/egress easement to South 9th Street) is based upon the hypothetical condition that the ingress/egress easement is in place as of the effective date. If this condition is not met, the value conclusion could be impacted.

EXPOSURE AND MARKETING TIMES

As indicated in the sales comparison approach, the following exposure times for Comparable Nos. 1 through 4 were provided:

Exposure Time	
<u>Comp No.</u>	<u>Months</u>
1	16
2	N/A
3	14
4	Listing Since 2009

It is estimated that a sale of the appraised property could be consummated within a 12 to 24 month period assuming adequate, sufficient and reasonable marketing. This includes both the exposure time prior to the date of value, and a required marketing period after the date of value.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions and limiting conditions:

- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
- It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described, and considered in the appraisal.
- It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

ASSUMPTIONS AND LIMITING CONDITIONS (cont.)

- Unless otherwise stated in this report, the existence of hazardous materials, which may, or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.
- Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

SECTION VI. ADDENDUM

Aerial View

Subject Photographs

Regional Area Data

Legal Description

Zoning Ordinance – Permitted Uses

Flood Plain Map

Vacant Land Sale Comparables

Appraiser Qualifications and Licenses

Aerial View



Source: Kalamazoo County GIS (Boundary lines are estimated.)

Subject Photographs

SUBJECT PHOTOGRAPHS
TAKEN BY: MAT PHOTO DATE: 6/8/2019



View of Stadium Drive facing northeast.



View of Stadium Drive facing southwest.



View of subject facing north from Stadium Drive.



View of subject facing northeast from Stadium Drive.



View of South 9th Street facing north.



View of South 9th Street facing south.

SUBJECT PHOTOGRAPHS
TAKEN BY: MAT PHOTO DATE: 6/8/2019



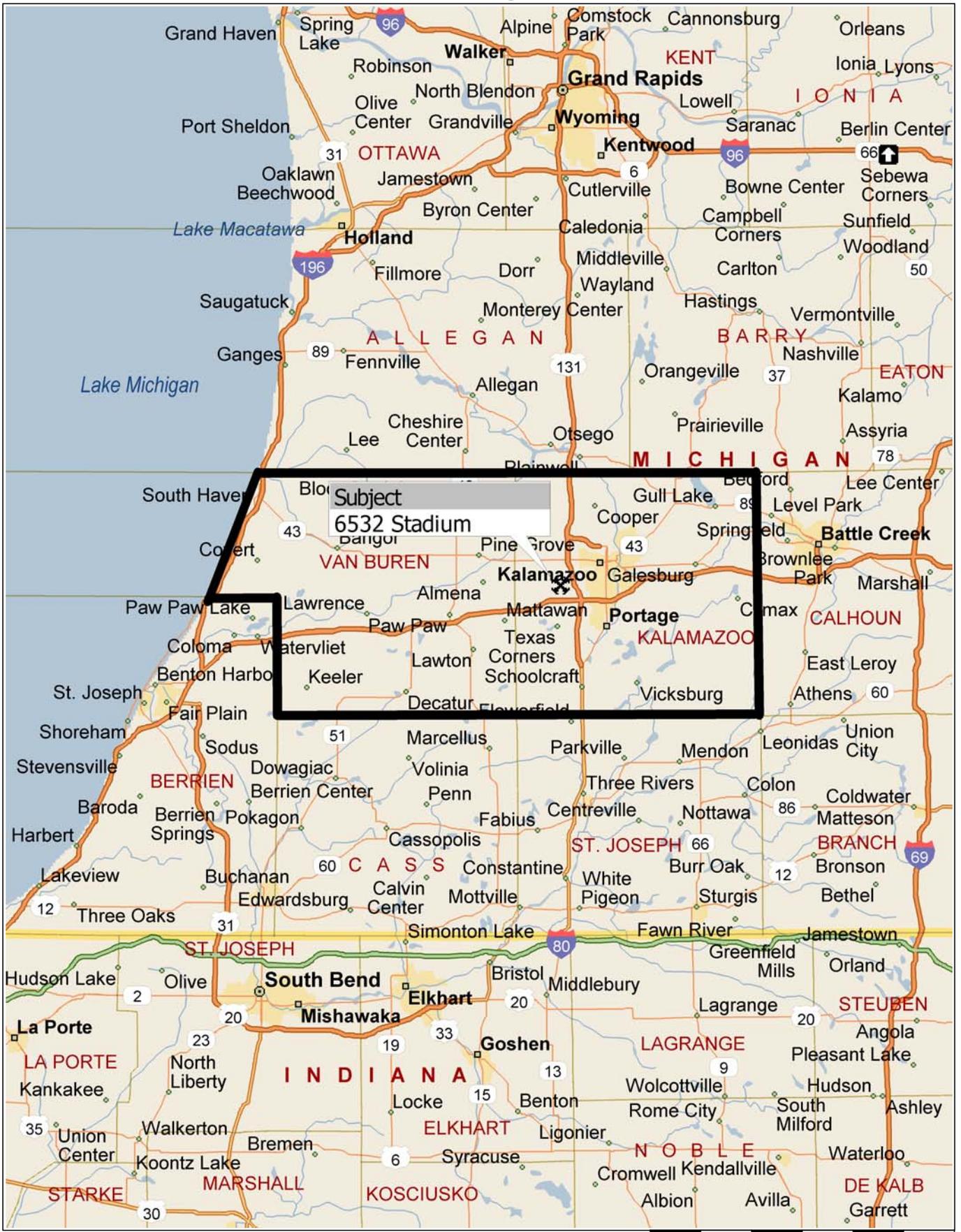
View of subject facing west from South 9th Street.



View of subject facing southwest from South 9th Street.

Regional Area Data

Kalamazoo-Portage MSA Map



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 Portions © 1990–2006 InstallShield Software Corporation. All rights reserved. Certain mapping and direction data © 2005 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2005 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc.

2019 Regional Area Data

Introduction:

The Kalamazoo-Portage Metropolitan Statistical Area (MSA) covers the counties of Kalamazoo and Van Buren, with many workers commuting from adjacent Barry, Calhoun, St. Joseph and Allegan counties.

Kalamazoo County is located west of Battle Creek (Calhoun County) and approximately 30 miles east of Lake Michigan. Van Buren County is located west of Kalamazoo County. The city of Kalamazoo is located approximately 140 miles west of Detroit; 150 miles northeast of Chicago; 70 miles southwest of Lansing, the state capital; and 11 miles west of Battle Creek.

Transportation:

U.S. Highway 131 and Interstate 94 are divided, four-lane highways servicing the Kalamazoo-Portage MSA. Interstate 94 bisects Kalamazoo and Van Buren counties, and is a primary east/west travel route between Detroit and Chicago. U.S. Highway 131 intersects Interstate 94 in Kalamazoo County, and is a primary north/south travel route between Indiana, West Michigan and Northern Michigan.

Passenger and freight service is rendered at the Kalamazoo/Battle Creek International Airport in Kalamazoo. Scheduled flights and private charter operators provide good connections to regional facilities. Conrail and Grand Trunk Railroad provide freight service and the Amtrak system services rail passengers. There are 33 general carriers and three bus lines that use the two state highways to serve the Kalamazoo-Portage MSA. Seaport proximity for international markets is located on both sides of the state. The above transportation facilities play a major role in the area's economy.

Population:

The population growth rate in Kalamazoo County was similar to the United States and greater than the State of Michigan, while population in Van Buren County was stable from 2010 to 2018. A breakdown of total population is provided in the following table.

Total Population								
Year	Kalamazoo County	% Annual Change	Van Buren County	% Annual Change	State of Michigan	% Annual Change	United States	% Annual Change
2010	250,331	n/a	76,258	n/a	9,883,640	n/a	308,745,538	n/a
2018	263,744	0.8%	76,052	0.0%	10,057,191	0.3%	330,088,686	1.0%
2023	273,163	0.7%	76,607	0.1%	10,182,805	0.2%	343,954,683	0.8%

Source: 2010 U.S. Bureau of the Census and ESRI forecasts for 2018 and 2023.

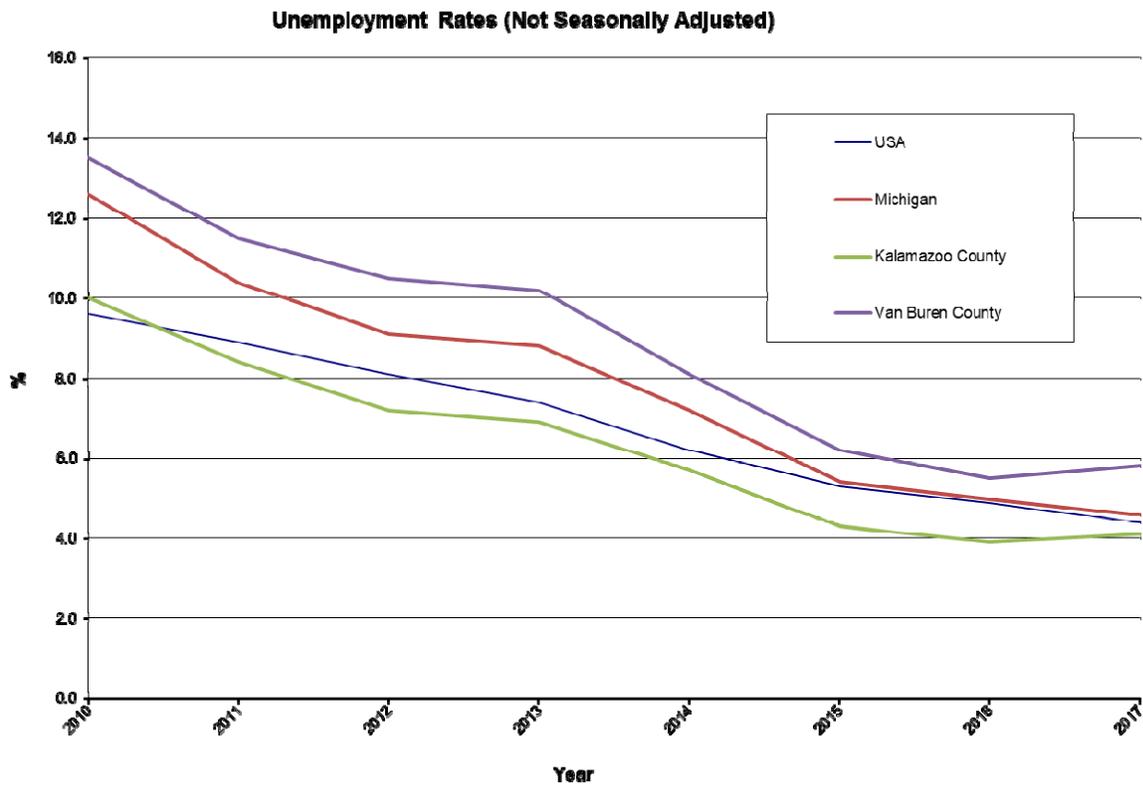
Employment:

The employment base is relatively diversified. The following tables provide a breakdown of major industry employers.

Major Industry Employers				
<u>Industry</u>	<u>Kalamazoo County</u>	<u>Van Buren County</u>	<u>State of Michigan</u>	<u>United States</u>
Agriculture, Forestry, Fishing & Hunting	0.5%	6.2%	0.4%	0.4%
Mining	0.1%	0.0%	0.1%	0.3%
Utilities	0.1%	1.4%	0.3%	0.4%
Construction	4.3%	2.1%	3.4%	4.4%
Manufacturing	10.8%	11.0%	12.0%	8.1%
Wholesale Trade	6.6%	2.3%	6.2%	4.3%
Retail Trade	11.2%	15.2%	13.2%	13.1%
Transportation & Warehousing	1.8%	1.6%	2.1%	2.6%
Information	1.5%	0.8%	1.9%	2.7%
Finance & Insurance	2.3%	1.6%	3.5%	4.1%
Real Estate, Rental & Leasing	2.5%	1.4%	2.1%	2.7%
Professional, Scientific & Tech Services	8.8%	3.6%	6.2%	6.7%
Management of Companies & Enterprises	0.2%	0.0%	0.2%	0.2%
Admin. & Support & Waste Management & Remediation	2.5%	1.4%	2.5%	2.7%
Educational Services	10.8%	9.3%	8.2%	8.6%
Health Care & Social Assistance	17.3%	11.2%	15.3%	14.6%
Arts, Entertainment & Recreation	1.8%	10.7%	2.8%	2.5%
Accommodation & Food Services	8.5%	9.2%	8.7%	9.1%
Other Services (except Public Administration)	5.2%	5.1%	5.7%	5.6%
Public Administration	3.1%	6.0%	5.1%	6.6%
Unclassified Establishments	0.2%	0.0%	0.2%	0.3%

Source: ESRI forecast for 2018.

Unemployment levels have decreased in Kalamazoo County, Van Buren County, State of Michigan and the United States since 2010, as shown in the chart on the following page.



Income:

As shown in the following table, the median household income in Kalamazoo and Van Buren counties is below the State of Michigan and the United States.

Median Household Income								
Year	Kalamazoo County	% Annual Change	Van Buren County	% Annual Change	State of Michigan	% Annual Change	United States	% Annual Change
2018	\$48,612	n/a	\$47,174	n/a	\$53,680	n/a	\$58,100	n/a
2023	\$52,807	1.7%	\$52,285	2.2%	\$60,924	2.7%	\$65,727	2.6%

Source: 2010 U.S. Bureau of the Census and ESRI forecasts for 2018 and 2023.

Housing Units:

The following tables consider figures for permanent residents. There is a large seasonal influx of part-time residents in Kalamazoo County during the school year (fall, winter and spring months) due to Western Michigan University’s students. Vacant units provided in the table below are primarily rental and second homes that are not rented on an annual basis. Kalamazoo County is projected to continue attracting new permanent residents and seasonal residents, as shown in the following table.

Total Housing Units - Kalamazoo County										
	2010 ⁽¹⁾		2018 ⁽²⁾		Average		2023 ⁽²⁾		Average	
					Total % change	Annual % change			Total % change	Annual % change
Occupied-Owner	64,254	58.4%	68,187	59.5%	6.1%	0.87%	71,168	60.2%	4.4%	0.9%
Occupied-Renter	36,356	33.0%	37,289	32.5%	2.6%	0.37%	37,882	32.0%	1.6%	0.3%
Vacant	<u>9,397</u>	8.5%	<u>9,128</u>	8.0%	-2.9%	-0.41%	<u>9,216</u>	7.8%	1.0%	0.2%
Total	110,007		114,604		4.2%	0.60%	118,266		3.2%	0.6%

⁽¹⁾ 2010 Census

⁽²⁾ ESRI Forecast

As shown in the following table, the total number of occupied housing units in Van Buren County has been relatively stable, which is consistent with the population previously discussed.

Total Housing Units - Van Buren County										
	2010 ⁽¹⁾		2018 ⁽²⁾		Average		2023 ⁽²⁾		Average	
					Total % change	Annual % change			Total % change	Annual % change
Occupied-Owner	22,533	61.3%	21,416	57.4%	-5.0%	-0.71%	22,041	58.8%	2.9%	0.6%
Occupied-Renter	6,395	17.4%	7,441	19.9%	16.4%	2.34%	6,780	18.1%	-8.9%	-1.8%
Vacant	<u>7,857</u>	21.4%	<u>8,461</u>	22.7%	7.7%	1.10%	<u>8,663</u>	23.1%	2.4%	0.5%
Total	36,785		37,318		1.4%	0.20%	37,484		0.4%	0.1%

⁽¹⁾ 2010 Census

⁽²⁾ ESRI Forecast

Summary:

The population in Kalamazoo County is projected to grow at a greater rate than the State of Michigan and there is no population growth projected for Van Buren County. Although the median household income for Kalamazoo and Van Buren counties is below the median rates for the State of Michigan and United States, it is expected to grow at a similar rate in comparison to state and national averages. Unemployment rates have decreased since 2010 and unemployment rates in Kalamazoo have been below the rates for the State of Michigan but above the rates for the United States. Employment rates in VanBuren have been above the rates for the State of Michigan and for the United States. Projections for housing units in Kalamazoo County are consistent with population projections, and the additional projected housing units in Van Buren County will result in an increase in vacancy.

Approximately 80% of the population of the Kalamazoo-Portage Metropolitan Statistical Area (MSA) is located in Kalamazoo County. Overall, Kalamazoo County is project to see continued growth, while Van Buren County is projected to remain relatively stable.

Legal Description

The property is located in Oshtemo Charter Township, Kalamazoo County, Michigan and is described as follows:

Parcel No. 05-35-130-097

SEC 35-2-12 BEG IN N&S1/4 LI 35.85 FT S OF N 1/4 POST TH S ALG 1/4 LI 20FT TH S 76DEG04MIN30SC W PAR CTR LI W MICH AVE 168FT TH S PAR SD 1/4 LI 158FT TO SD CTR LI TH SWLY THEREON 87.5FT TH N 17DEG52MIN30SC W 119.22FT TH N 13DEG55MIN30SC W 38FT TH N PAR SD 1/4 LI 92FT TH S 89DEG 27MIN E 295FT TO BEG EXC E 50FT AND SLY 50FT FOR HWY * *****11/19/02 DESCRIPTION CHANGE PER 2002-056267*****

Zoning Ordinance – Permitted Uses

ARTICLE 19

19 – VC: VILLAGE COMMERCIAL DISTRICT

Contents:

19.10 STATEMENT OF PURPOSE

19.20 PERMITTED USES

19.30 PERMITTED USES WITH CONDITIONS

19.40 ADMINISTRATIVE REVIEW USES

19.50 SPECIAL USES

19.60 DEVELOPMENT STANDARDS

19.70 EXISTING BUILDINGS

19.80 SITE IMPROVEMENT PHASING.

19.10 STATEMENT OF PURPOSE

This district is designed to promote a village atmosphere allowing for small-scale mixed land uses and satisfying the land needs for convenience, specialty and personal service establishments primarily serving residents in the immediate and nearby residential areas of the Township. The district is not intended for the location of multiple retail tenant structures which could be classified as community wide or regional in scale.

19.20 PERMITTED USES

- A. Private one, two and three-family dwellings.
- B. Accessory structures and uses customarily incidental to the uses permitted in this Article.

19.30 PERMITTED USES WITH CONDITIONS

- A. Home occupations.
- B. Temporary outdoor events (not lasting more than one day).

19.40 ADMINISTRATIVE REVIEW USES

Administrative review of the following uses, when established within preexisting nonresidential buildings, subject to the right of the Planning Director or designee to refer review to the Planning Commission.

- A. Generally recognized retail businesses, which supply commodities on the premises, such as, but not limited to, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing and notions or hardware.
- B. Service establishments such as, but not limited to, repair shops (watches, radios, television, shoes, etc.), tailor shops, beauty parlors or barber shops, studios or galleries, self-service laundries, flower shops and photocopy shops.
- C. Retail dry cleaning establishments or pick-up stations, central dry-cleaning plants serving more than one retail outlet are prohibited.
- D. Business establishments such as, but not limited to, banks, loan companies, insurance offices and real estate offices.
- E. Professional services, including legal, financial, medical, and similar or allied professionals.
- F. Restaurants, excluding drive-in or drive-thru service.
- G. Houses of worship.

19.50 SPECIAL USES

- A. All new construction, additions, conversions of buildings to nonresidential use, and exterior facade changes other than routine maintenance.
- B. Outdoor sales or activities accessory to permitted retail uses.

- C. Filling stations, Mini-Food-Mart Stations, and auto glass repair shops, excluding body and engine repair and service garages.
- D. Pet shops, veterinarians.
- E. Child care centers or adult day care centers.
- F. Public and Private Schools.
- G. Indoor recreational facilities and health clubs.
- H. Drive-in service window or drive-through service for businesses, not to include restaurants.
- I. Other uses which are determined by the Planning Commission to be similar to those uses permitted in Section 19.20 through 19.40.
- J. Mixed uses allowing both residential and nonresidential uses within the same building.
- K. Buildings and regulator stations for essential services.
- L. Temporary outdoor events (lasting more than one day).
- M. Brewpub.
- N. Microbrewery.
- O. Wine tasting room.
- P. Craft food and beverage production facility, less than 8,000 square feet gross floor area.
- Q. Communication towers.
- R. Private streets.
- S. Wind energy conversion systems.

19.60 DEVELOPMENT STANDARDS

The site development standards shall include by reference the Design Recommendations as set forth in Chapter VII: Design Recommendations of the Village Theme Development Plan and the following area, setback, frontage, signs, and open space requirements for this district.

- A. Minimum lot, parcel or building site frontage on a public right-of-way:

65 feet	Where driveway placement satisfies access management plan and guidelines and/or shared access*.
230 feet	Where driveway placement does not satisfy requirements of Access Management Plan and Guidelines.
* If shared access is proposed, provision for and documentation of shared access must be provided at time of site development and/or land subdivision for immediate or future cross-access between adjacent properties. Said documentation is subject to Township review and approval.	

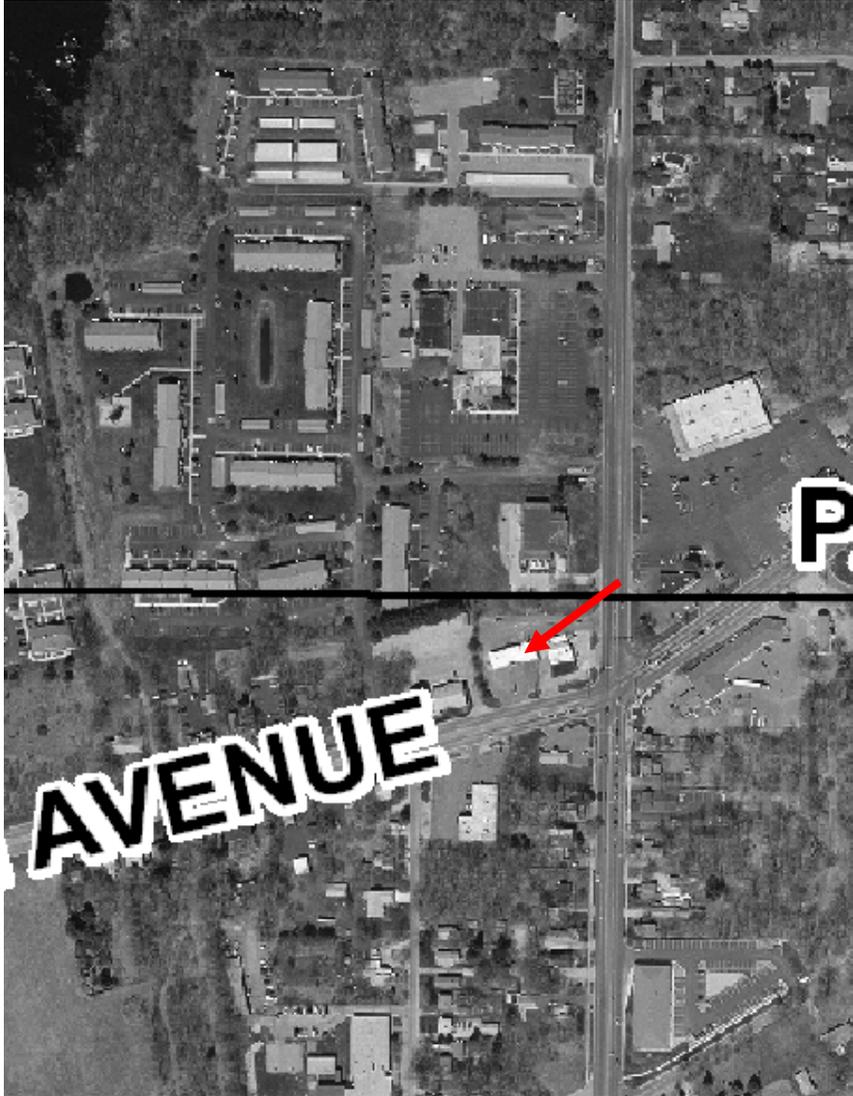
- B. Maximum Height – 35 feet or 2½ stories, whichever is the lesser.

- C. Setback requirements:

Front*:	Minimum of 5 feet and maximum of 20 feet (from the right-of-way line)
Side:	Minimum of 0 feet.
Rear:	Minimum of 15 feet.
* Reviewing body may grant a deviation from the above setback requirement when full compliance is not achievable due to physical limitations specific to the subject property, <u>building</u> placement on neighboring properties would support a different front setback and said deviation is found to be in keeping with the spirit and intent of this Article and the Village Focus Area Development Plan. In no event shall the front setback exceed 70 feet from the <u>street</u> right-of-way line.	

- D. Public sanitary facilities shall be provided as part of the site development. This shall not apply to single-family dwellings where public sanitary facilities are not available.
- E. Sidewalks and/or Pedestrian Linkages shall be provided between parking areas and buildings on the same site. When they do not exist, sidewalks shall also be provided along lot, parcel or building site frontage, and may be within the public right-of-way.

Flood Plain Map



OTHER AREAS

ZONE X

Areas determined to be outside of the 0.2% annual chance floodplain.

PANEL 0175D

FIRM
FLOOD INSURANCE RATE MAP
KALAMAZOO COUNTY,
MICHIGAN
 (ALL JURISDICTIONS)

PANEL 175 OF 500
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ALAMO TOWNSHIP OF	261387	0175	D
COOPER CHARTER	260429	0175	D
TOWNSHIP OF			
KALAMAZOO CHARTER	260429	0175	D
TOWNSHIP OF			
KALAMAZOO CITY OF	260315	0175	D
OSHTEMO CHARTER	260736	0175	D
TOWNSHIP OF			

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
26077C0175D

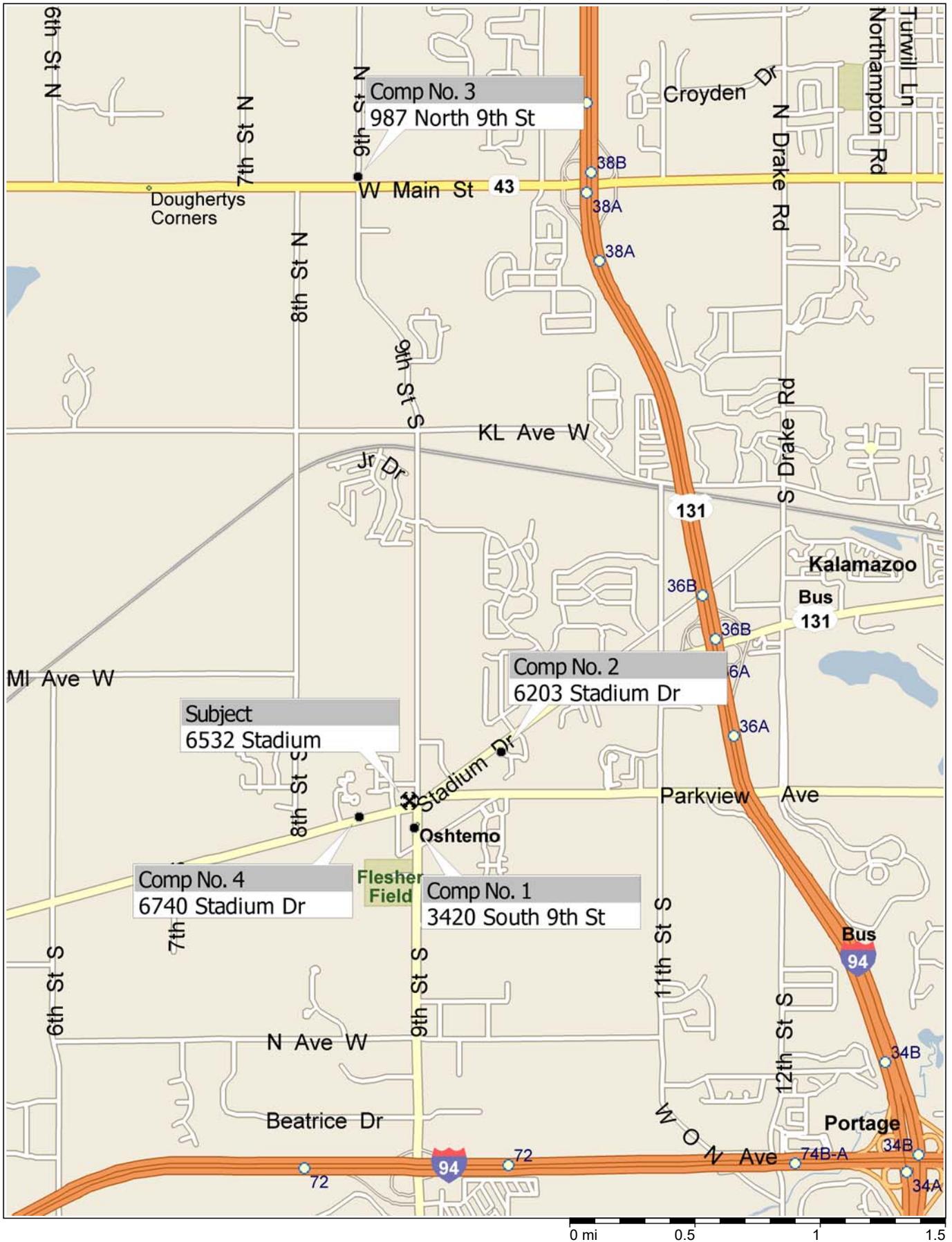
EFFECTIVE DATE
February 17, 2010



Federal Emergency Management Agency

Vacant Land Sale Comparables

Vacant Land Sale Comparables Map



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Vacant - Sale - Commercial
COMPARABLE # 3010599



Source: Kalamazoo County GIS

LOCATION

Cross Street:	West side of South 9th Street, south of Stadium Drive,
Street Number:	3420
Street Name:	South 9th Street
City or Township:	Oshtemo Township
County:	Kalamazoo
State:	MI
Tax ID Number:	05-35-135-111

SALE INFORMATION

Sale Date:	8/23/2017
Sale Price:	\$ 115,000.00
Cash Price:	\$ 120,000.00
Cost Of Demolition:	\$ 5,000.00
Seller:	Eugene F. Keck Living Trust
Buyer:	Hinman Corner, LLC
Marketing Time (Months):	16
Comments:	Cash price includes estimated cost to demolish the single-family residence.

The buyer owns the adjacent four parcels to the north.

Listing history:
4/15/16 - \$423,000
8/18/16 - \$199,000
6/28/17 - \$129,000

INSTRUMENT

Type of Instrument:	See Comments
Date Recorded:	9/8/2017
Document Number:	2017-030305
Comments:	Trustee's Deed

FINANCING

Financing: Cash

LAND DESCRIPTION

Net Land Area: 41,079 Sq Ft 0.943 Acres
Primary Frontage (Ft): 116.000
Physical Location: Interior
Shape: Rectangular
Topography: Mostly Level
Environmental Contamination: None Known
Comments: There is 116 feet of frontage along South 9th Street and 123.72 feet along Chime Street.

ZONING & UTILITIES

Current Zoning: VC, Village Commercial
Master Plan: Village Core
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public
Comments: Village form based code overlay zone.

HIGHEST AND BEST USE

Commercial

REAL PROPERTY RIGHTS

Fee Simple

CONDITION OF SALE

Arm's Length

UNITS OF COMPARISON

Physical Characteristics

Price/Sq Ft (Net Land Area): \$ 2.92
Price/Acre (Net Land Area): \$ 127,247
Price/Frt Ft (Primary Roadway): \$ 1,034
Front Feet/Net Acre: 123.01

SOURCE

Contact: MLS# 17001993
Amelia King
The Barton Group, Listing Broker

Public Records
Assessor Record
Trustee's Deed

Confirmation Date: 6/11/2019
Appraiser: MAT 4362

Vacant - Sale - Elderly Housing

COMPARABLE # 3010600



Source: Kalamazoo County GIS

LOCATION

Cross Street: South side of Stadium Drive, east of South 9th Street.
Street Number: 6203
Street Name: Stadium Drive
City or Township: Oshtemo Township
County: Kalamazoo
State: MI
Tax ID Number: 05-26-480-020

SALE INFORMATION

Sale Date: 9/7/2017
Sale Price: \$ 312,500.00
Cash Price: \$ 312,500.00
Seller: 6203 Stadium Drive, LLC
Buyer: MITN, LLC
Comments: The property was not listed on the MLS. Prior sale occurred on 12/30/2015 for \$275,000

Prior MLS listing history:

7/31/07 - \$650,000
5/5/11 - \$375,000
4/24/14 - \$399,000
6/9/15 - \$349,000
9/21/15 - \$289,000

INSTRUMENT

Type of Instrument: Warranty Deed
Date Recorded: 9/14/2017
Document Number: 2017-030785

FINANCING

Financing: Cash

LAND DESCRIPTION

Net Land Area: 169,791 Sq Ft 3.898 Acres
Primary Frontage (Ft): 321.730
Physical Location: Interior
Shape: Irregular
Topography: Mostly Level
Environmental Contamination: None Known
Easements: The property benefits from a 20 foot wide ingress/egress easement located outside the property along the east boundary line.

ZONING & UTILITIES

Current Zoning: R-4, Residence
Master Plan: Transitional Office
Water: Public
Sewer: Public
Gas: Natural
Electricity: Public
Comments: Village form based code overlay zone.

HIGHEST AND BEST USE

Elderly Housing

REAL PROPERTY RIGHTS

Fee Simple

CONDITION OF SALE

Arm's Length

UNITS OF COMPARISON

Physical Characteristics

Price/Sq Ft (Net Land Area): \$ 1.84
Price/Acre (Net Land Area): \$ 80,172
Price/Frt Ft (Primary Roadway): \$ 971
Front Feet/Net Acre: 82.54

SOURCE

Contact: Public Records
Assessor Record
Warranty Deed
Confirmation Date: 6/12/2019
Appraiser: MAT 4362

Vacant - Sale - Commercial
COMPARABLE # 3010601



Source: Kalamazoo County GIS

LOCATION

Cross Street:	West side of North 9th Street, north of West Main Street.
Street Number:	987
Street Name:	North 9th Street
City or Township:	Oshtemo Township
County:	Kalamazoo
State:	MI
Tax ID Number:	05-14-155-066

SALE INFORMATION

Sale Date:	12/29/2015
Sale Price:	\$ 135,000.00
Cash Price:	\$ 140,000.00
Seller:	Stan-Mar, LLC
Buyer:	324 Acquisitions, LLC
Marketing Time (Months):	24
Comments:	Cash price includes estimated cost to demolish the single-family residence.

Listing history:
1/2/14 - \$239,000
7/30/14 - \$224,500
5/4/15 - \$199,000

INSTRUMENT

Type of Instrument:	Warranty Deed
Date Recorded:	1/5/2016
Document Number:	2016-000200

FINANCING

Financing:	Cash
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LAND DESCRIPTION

Net Land Area:	23,125 Sq Ft	0.531 Acres
Primary Frontage (Ft):	125.000	
Physical Location:	Interior	
Shape:	Rectangular	
Topography:	Mostly Level	
Environmental Contamination:	None Known	
Easements:	Direct access from North 9th Street will not permitted for redevelopment, and the site will be accessed via an ingress/egress easement over the Menard's property along the west boundary of the site.	

ZONING & UTILITIES

Current Zoning:	C, Local Business
Master Plan:	General Commercial
Water:	Public
Sewer:	Public
Gas:	Natural
Electricity:	Public

HIGHEST AND BEST USE

Commercial

REAL PROPERTY RIGHTS

Fee Simple

CONDITION OF SALE

Arm's Length

UNITS OF COMPARISON

Physical Characteristics

Price/Sq Ft (Net Land Area):	\$ 6.05
Price/Acre (Net Land Area):	\$ 263,715
Price/Frt Ft (Primary Roadway):	\$ 1,120
Front Feet/Net Acre:	235.46

SOURCE

Contact:	MLS# 14066428
	Matt McDade
	Meyer C. Weiner, Buyer

Public Records
Assessor Record
Warranty Deed

Confirmation Date:	6/13/2019
Appraiser:	MAT 4362

Vacant - Sale - Commercial (Lead)
COMPARABLE # 3006140



Source: Kalamazoo County GIS

LOCATION

Cross Street:	North side of Stadium Drive, west of South 9th Street.
Street Number:	6740
Street Name:	Stadium Drive
City or Township:	Oshtemo Township
County:	Kalamazoo
State:	MI
Tax ID Number:	05-35-105-024

SALE INFORMATION

Sale Date:	Current Listing
Sale Price:	\$ 295,000.00
Cash Price:	\$ 295,000.00
Seller:	AMKATT LLC
Comments:	Listing history is as follows: 9/3/09 - \$620,000 10/7/09 - \$499,000 8/11/10 - \$399,000 2/14/11 - \$379,000 2/15/12 - \$299,000 4/14/14 - \$279,000 6/11/14 - \$295,000 1/6/17 - \$249,900 2/1/17 - \$239,900 3/3/17 - \$229,900 10/18/17 - Cancelled 5/15/19 - \$295,000

According to public records, the property sold on 7/20/2006 for \$190,000.

FINANCING

Financing:	Cash
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LAND DESCRIPTION

Net Land Area:	132,673 Sq Ft	3.046 Acres
Primary Frontage (Ft):	466.250	
Physical Location:	Interior	
Shape:	Rectangular	
Topography:	See Comments	
Environmental Contamination:	None Known	
Comments:	Topography is mostly level to rolling.	

ZONING & UTILITIES

Current Zoning:	VC, Village Commercial	
Master Plan:	Village Core	
Water:	Public	
Sewer:	Public	
Gas:	Natural	
Electricity:	Public	
Comments:	Village form based code overlay zone.	

HIGHEST AND BEST USE

Commercial

REAL PROPERTY RIGHTS

Fee Simple

UNITS OF COMPARISON

Physical Characteristics

Price/Sq Ft (Net Land Area):	\$ 2.22
Price/Acre (Net Land Area):	\$ 96,856
Price/Frt Ft (Primary Roadway):	\$ 633
Front Feet/Net Acre:	153.08

SOURCE

Contact:	MLS# 19020612 Public Records Assessor Record
Confirmation Date:	7/26/2011
Appraiser:	MAT 2366
Reconfirmation Date:	5/10/2013
Reconfirmation Appraiser:	MYB 2836
Comments:	6/12/2019 MAT 4362

Appraiser Qualifications and Licenses

***QUALIFICATIONS OF
JEFFREY G. GENZINK, MAI***

APPRAISAL EMPLOYMENT:

Genzink Appraisal Company, Grand Rapids, Michigan
Owner (2001-current).

Genzink Sabin Group, Grand Rapids, Michigan
Partner (1998-2000).

The Oetzel-Williams Group, Lansing, Michigan
Real Estate Appraiser (1990-1997).

EDUCATION:

Bachelor of Arts Degree with Major in Business Administration and Sociology,
Calvin College, Grand Rapids, Michigan, 1988

APPRAISAL EDUCATION:

Numerous courses, seminars and continuing education classes taken through the
Appraisal Institute and American Institute of Real Estate Appraisers. A detailed
completed course list is available upon request.

COURT EXPERIENCE:

Court Qualified as an Expert Witness in Michigan Tax Tribunal, United States
District Court, Berrien County Circuit Court, Ottawa County Circuit Court,
Kalamazoo County Circuit Court, Kent County Circuit Court and Lapeer
County Circuit Court

PROFESSIONAL ACTIVITIES:

Board Member, Commercial Alliance of Realtors of West Michigan, 2011-2014
Great Lakes Chapter; Alternate Regional Representative, 2007
Great Lakes Chapter; Regional Representative, 2004
Leadership Development & Advisory Council; Member - Second Year, 2001
Great Lakes Chapter; Candidate Guidance Chair – General, 2000
Young Advisory Council; Member - First Year, 1998

LICENSES AND PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute, Certification No. 11133.
Certified General Real Estate Appraiser - Michigan, No. 1201002640
Licensed Real Estate Broker - Michigan No. 6501238572
Commercial Alliance of Realtors, Broker Member
Grand Rapids Association of Realtors, Broker Member
Michigan Association of Realtors, Broker Member
National Association of Realtors, Broker Member
International Right of Way Association, No. 7926553

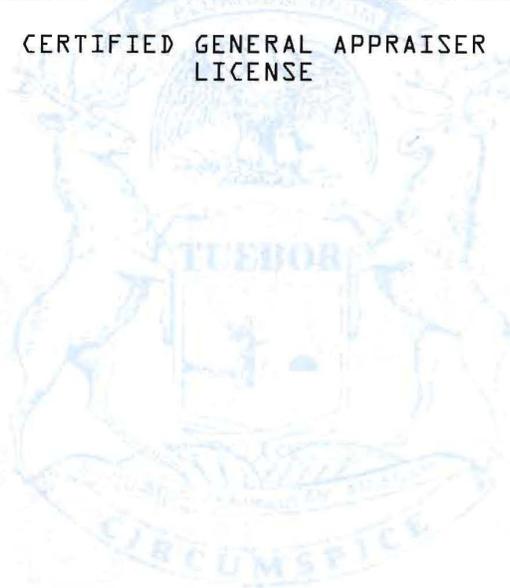
GRETCHEN WHITMER
GOVERNOR

N923794

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

CERTIFIED GENERAL APPRAISER
LICENSE

JEFFREY GLENN GENZINK



LICENSE NO.
1201002640

EXPIRATION DATE
07/31/2021

AUDIT NO
3415851

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

**QUALIFICATIONS OF
MICHAEL A. TYSKA, MAI**

APPRAISAL EXPERIENCE:

Mr. Tyska has been appraising commercial properties since 2004. He has experience in the appraisal of apartments, condominium developments, multi-tenant retail, big box retail, bank branches, restaurants, single-family residential, general office, medical office, industrial, agricultural land, development land for residential, commercial, office and industrial use, and special purpose properties including schools and churches. Mr. Tyska has extensive experience in the appraisal of easements including surface, sub-surface and air rights. Valuation assignments have been completed for property owners, attorneys, investors, private and public companies, government agencies and financial institutions.

APPRAISAL EMPLOYMENT:

Independent Contractor
Appraiser: August 2004 to Present

EDUCATION:

Western Michigan University, B.B.A. in Management and Minor in Math, 1991

APPRAISAL EDUCATION:

Numerous courses, seminars and continuing education classes taken through the Appraisal Institute and American Real Estate and Appraising Institute. A detailed completed course list is available upon request.

LICENSES AND PROFESSIONAL AFFILIATIONS:

Appraisal Institute - MAI Designation, Certificate No. 14486
Michigan - Certified General Real Estate Appraiser, License No. 1201071392
Michigan - Real Estate Salesperson, License No. 6501335639
National Association of Realtors
Michigan Association of Realtors
Commercial Alliance of Realtors
Grand Rapids Association of Realtors

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M930452

CERTIFIED GENERAL APPRAISER
LICENSE

MICHAEL TYSKA

LICENSE NO.
1201071392

EXPIRATION DATE
07/31/2019

AUDIT NO
3221002

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

DEMOLITION OF CAR WASH AND PARKING LOT DEVELOPMENT

LETTER OF UNDERSTANDING

The purpose of this document is to create a Letter of Understanding between the Free Methodist Church of Oshtemo, hereinafter referred to as the “Church” and the Oshtemo Charter Township Downtown Development Authority, hereinafter referred to as the “DDA,” for the DDA to demolish the existing car wash at 6532 Stadium Drive on property owned by the Church as described in Exhibit A, hereinafter referred to as the Subject Property, as well as asphalt paving to allow for parking on the lot. In addition, this Letter of Understanding would allow the DDA to reconstruct the parking lot, with the Church’s input, at a future date similar to the plans detailed in the Streetscape Project adopted by the DDA and attached as Exhibit B. Finally, upon completion of the future parking lot on the Subject Property, the Church would provide a parking easement and a right of first refusal should the property every be sold.

The parties agree that the demolition of the car wash and reconstruction of the lot to allow for parking, as well as a parking easement and the right of first refusal, must be arrived at in a form agreeable to both parties before either party is contractually bound.

A. The DDA agrees to complete the following:

1. Complete the environmental process for the demolition.
2. Develop bid documents for the demolition, including disconnection from all utilities, and complete the bid process.
3. Secure a demolition contractor and complete the demolition. Remove all structures on the Subject Property, including foundations and underground tanks, to a clean site which is build ready.
4. Secure a paving contractor and complete paving of the Subject Property, specifically in those places needed due to the demolition, to allow for Church parking.
5. In return for the parking easement, the DDA will hold the Church harmless and indemnify the Church from any and all claims from its use of the Subject Property and insure the Subject Property naming the Church as an additional insured.
6. The DDA will plow the parking lot in the winter should it hold any winter events.

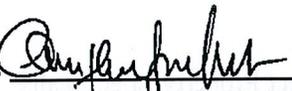
B. The Church agrees to the following:

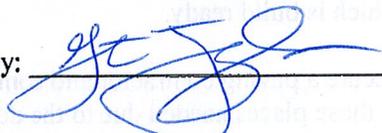
1. Provide land from the Subject Property equal to the cost of the demolition and re-paving. The amount of land to be provided shall be determined by the percentage of the estimated cost of the project of \$28,400 against the true cash value of the Subject Property established by the Township Assessor, which is \$240,052. The percentage of land required is 12 percent of the total available square footage or 4,123 square feet of the 34,357.5 square foot lot.
2. Allow the DDA to construct a new parking lot at a future date that is generally similar to the intent of the Streetscape Plan provided as Attachment B and in accordance with Township standards.
3. Grant the DDA a 10-year parking and cross access easement to utilize the parking lot if events occur sponsored by the DDA and not in direct conflict with events sponsored by the Church.
4. Provide 36-month notice if the Church wishes to vacate the parking and cross access agreement.
5. The Church agrees to grant the DDA a right of first refusal should it ever list the Subject Property for sale.

The parties understand that neither of them is bound by this Letter of Understanding subject to the execution of the demolition and parking easement agreement between the subject parties.

United
~~FREE~~ METHODIST CHURCH
OF OSHTEMO

OSHTEMO DOWNTOWN
DEVELOPMENT AUTHORITY

By: 
(Aron Bankey)

By: 

Its: Board of Trustee

Its: Chris

Dated: 7/12, 2017

Dated: 7/26, 2017

EXHIBIT A

6532 STADIUM DRIVE

LEGAL DESCRIPTION

SEC 35-2-12 BEG IN N&S1/4 LI 35.85 FT S OF N 1/4 POST TH S ALG 1/4 LI 20FT TH S
76DEG04MIN30SC W PAR CTR LI W MICH AVE 168FT TH S PAR SD 1/4 LI 158FT TO SD
CTR LI TH SWLY THEREON 87.5FT TH N 17DEG52MIN30SC W 119.22FT TH N
13DEG55MIN30SC W 38FT TH N PAR SD 1/4 LI 92FT TH S 89DEG 27MIN E 295FT TO
BEG EXC E 50FT AND SLY 50FT FOR HWY *

*****11/19/02 DESCRIPTION CHANGE PER 2002-056267*****

Memorandum

Date: 6 June 2019

To: Julie Johnston, Oshtemo Township Planning Director

From: Ken Peregón, OCBA Landscape Architects – kperegón@ocba.com

Project: Oshtemo DDA – Church Property Re-Design

OUR UNDERSTANDING

We understand the Oshtemo DDA is negotiating with Oshtemo United Methodist Church to purchase the parcel of land that was formerly the site of the now-demolished car wash, and for which we have previously designed a parking lot and other site improvements in conjunction with improvements to the DDA owned property on the corner of 9th Street and Stadium Drive. We also understand that should the Church and DDA reach an agreement on that transfer of ownership, the DDA wants to reconsider the design of site improvements on the former car wash property. While no detailed discussions have been held, we understand the DDA is likely to want to reduce (or possibly eliminate) the amount of parking that had been planned for the Church's use, along with other changes to include possible additional amenities.

We further understand the DDA would like OCBA to assist in developing a new design for the Church's parcel. We propose to develop a new concept to integrate the site design of the two parcels into a coherent whole. Upon approval of the new concept, we will develop bidding and construction documents for the Church parcel.

In addition, we understand the DDA would like to move forward with the improvements on its parcel using the current design. We will revise the current documents to delete the improvements shown for the Church property and prepare bid documents for the DDA parcel only. This is expected to be a minimal time commitment for OCBA; therefore, there is no need to adjust our current contract amount to make these revisions.

We assume that improvements to the two parcels will need to be bid and constructed at different times. Therefore, our fees for bidding and construction administration for the former car wash site are separate from the fees for those same services for the DDA parcel. Should the schedules allow construction on both parcels to happen in one project, the bidding and construction administration fees for the car wash parcel would not be needed; rather, those tasks can be completed under the pre-existing contract already executed.

SCOPE OF WORK

In general, our approach to these changes is expected to include:

- Concept Development
 - We will review ideas for this parcel generated during the streetscape improvements project from 2015 and explore additional ideas as appropriate.
 - We will facilitate a work session with the DDA Sub-committee to review the ideas generated before and during the session and to select a direction to proceed.



- o We will refine the concept selected at the work session to Design Development level documents, prepare an opinion of probable construction costs for this concept, and review with the Sub-committee.
- o Upon authorization to proceed, we will prepare bid and construction documents.
- o We will solicit bids and recommend award of a construction contract to the bidder in the best interest of the DDA.
- o We will provide construction contract administration as called for in our pre-existing contract.

FEE PROPOSAL

We propose to provide the scope of work outlined above for a lump sum fee listed below, including reimbursable expenses. We will invoice monthly with a breakdown of time and materials for the previous month. We will expect payment within 30 days of receipt of invoice.

Design and Construction Documents	\$5,500.00
Bidding and Construction Administration	<u>\$2,000.00</u>
Total Fee for Services	\$7,500.00

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

We appreciate the opportunity to submit this proposal and look forward to working closely with you to achieve your project goals. Please let me know if you have questions or need additional information.

Sincerely,

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

Ken Peregon, LLA
Landscape Architect

Approved by:

Signature

Date

July 16, 2019



Mtg Date: July 18, 2019
To: Downtown Development Authority
From: Julie Johnston, AICP
RE: 2020 Draft Budget

It is budget time, and a draft budget for 2020 is attached. I apologize this was not included in your original packet for the July meeting.

As with previous years, the process is for the DDA Board to recommend a draft budget to the Township Board. The Township will then incorporate the budget into their review and approval process. Draft budgets are requested to be provided to the Township Supervisor by the end of July.

Based on our 2019 tax capture of \$126,216 and the expected \$40,000 in personal property loss payment, staff is recommended a tax revenue budget of \$130,000, with a personal property loss payment in the amount of \$40,000, for a total of \$170,000.

At the time of this memo, determining the 2020 budget is difficult as final decisions regarding the corner property improvements are still fluid. Purchase of the car wash property, moving forward with improvements on the DDA property this year, possible improvements to the car wash property in 2020, etc., still need to be determined. In addition, the DDA is considering possible future projects, the budget requirements of which are difficult to determine.

Based on possible future work, staff would recommend funding the following projects for 2020:

Stadium Drive Sidewalks

- Continuation of Engineering Design/Grant Application - \$10,000
- Easement Acquisition - \$50,000

Corner Property Improvements

The below numbers are best guess for the car wash corner property improvements based on current costs for the DDA property.

- Concept Plans - \$7,500
- Engineering Design - \$15,000
- Construction Oversight - \$20,000
- Construction - \$200,000

The following recommendations are for the Consultant line item:

Possible New Projects

- Consultant Assistance - \$20,000
- Acquisition of Property - \$60,000

Based on the above costs, approximately \$238,350 will be needed from the DDA's fund balance. This should not be an issue to funding future projects, like the Stadium Drive sidewalks in 2021. In 2019, the DDA budget utilized a carryover of \$457,250, but we will likely only use approximately \$200,000 of this if the DDA decides to move forward with the corner property improvement bids. Between the projects planned in 2019 and 2020, the fund balance may likely be reduced to approximately \$335,000. With the planned Stadium Drive Sidewalk project in 2021, the DDA will need approximately \$524,000 or more to complete construction. With the current tax revenue generated by the District and available balances at the end of 2020, we will likely have enough funds to complete both the corner improvements and the sidewalk project.

2020 DDA Budget

DRAFT: 07-16-2019

REVENUES	2018 Budget	2018 Actual	2019 Budget	2020 Proposed Budget	Change from 2019-20
Carryover	\$ 40,000.00	\$ 40,000.00	\$ 457,250.00	\$ 238,350.00	\$ (218,900.00)
Current Real Property Tax	\$ 132,000.00	\$ 101,228.21	\$ 106,000.00	\$ 130,000.00	\$ 24,000.00
Miscellaneous (personal property loss)	\$ -	\$ 41,059.50	\$ 40,000.00	\$ 40,000.00	\$ -
Interest Earned	\$ 400.00	\$ 400.00	\$ 3,000.00	\$ 400.00	\$ (2,600.00)
TOTAL REVENUES	\$ 172,400.00	\$ 182,687.71	\$ 606,250.00	\$ 408,750.00	\$ (197,500.00)

EXPENDITURES	2018 Budget	2018 Actual	2019 Budget	Recommended 2020 Budget	Change from 2019-2020
Staff	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
Supplies	\$ 500.00	\$ 220.70	\$ 500.00	\$ 500.00	\$ -
Postage	\$ 500.00	\$ 175.00	\$ 500.00	\$ 500.00	\$ -
Community Events	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ -
Consultants	\$ 80,000.00	\$ 30,736.60	\$ 30,000.00	\$ 27,500.00	\$ (2,500.00)
Accounting & Auditing Fees	\$ 2,000.00	\$ 1,150.00	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Fees	\$ 2,000.00	\$ 97.50	\$ 2,000.00	\$ 2,000.00	\$ -
Legal Notices	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -
Repairs & Maintenance	\$ 6,000.00	\$ 2,840.00	\$ 8,000.00	\$ 8,000.00	\$ -
Miscellaneous	\$ -	\$ 3,390.48	\$ -	\$ -	\$ -
Capital Outlay/Obligated Projects	\$ 78,150.00	\$ -	\$ 510,000.00	\$ 255,000.00	\$ (255,000.00)
Capital Outlay/Acquisition	\$ -	\$ -	\$ 50,000.00	\$ 110,000.00	\$ 60,000.00
TOTAL EXPENDITURES	\$ 172,400.00	\$ 41,360.28	\$ 606,250.00	\$ 408,750.00	\$ (197,500.00)

Consultants

Car Wash Property Revised Concept Plans	\$ 7,500.00
Assistance with New Projects	\$ 20,000.00

Capital Outlay/Projects

Stadium Drive Sidewalks Cont.	\$ 10,000.00
Car Wash Property Improvements	\$ 235,000.00
Façade Grant	\$ 10,000.00

Capital Outlay/Acquisitions

Stadium Drive Easements	\$ 50,000.00
Possible Property Acquisition (New Project)	\$ 60,000.00