



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

**DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS – REGULAR MEETING**

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

**THURSDAY, JULY 21, 2022
12:00 P.M.**

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes: May 19, 2022
4. Public Comment on Non-Agenda Items
5. Treasurer's Report:
 - A. May – June 2022 (unaudited)
6. Façade Grant Application – Robert Redman
7. Discussion of Potential Atlantic Avenue Extension Project
8. Project Updates
 - A. Stadium Drive Sidewalks:
 - i. North Side
 - ii. South Side
 - B. VC and Village Form Based Code Amendment
9. 2023 Budget Discussion
10. Other Items
11. Announcements and Adjournment

Next Meeting: **September 15, 2022**

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

DRAFT MINUTES OF A MEETING HELD MAY 19, 2022

The Oshtemo Charter Township Downtown Development Authority (DDA) Board of Directors held a regular meeting at the Oshtemo Community Center, on Thursday, May 19, 2022. The meeting was called to order at approximately 12:00 p.m.

Members Present: Bill Cekola, Themis Corakis, Stephen Dallas, (arrived at 12:46 p.m.) Libby Heiny-Cogswell, Rich MacDonald (attended virtually), Dick Skalski, and Ryan Winfield.

Member absent: Grant Taylor, Ryan Wieber

Also present: Iris Lubbert, Planning Director, Anna Horner, Public Works Director, Ryan Russell, Prein & Newhof, and Martha Coash, Recording Secretary

Agenda

As both the Chair and Vice Chair were absent, Secretary Corakis chaired the meeting. He asked if there were any corrections or additions to the agenda, and hearing none, asked for a motion.

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

Approval of Minutes: March 31, 2022

Mr. Cekola asked if there were additions or corrections to the Minutes of March 31, 2022. Hearing none, he asked for a motion.

Mr. Cekola made a motion to approve the Minutes of the Meeting of March 31, 2022 as presented. Mr. Winfield seconded the motion. The motion carried unanimously.

Public Comment on Non-Agenda Items

There were no members of the public present.

Treasurer's Report

March – April 2022 (unaudited)

Ms. Lubbert presented the March – April Treasurer's Report, explaining \$218,099.81 in tax revenues were reported this cycle; the amount collected was \$18,099.81 more than anticipated. A total of \$961.25 in interest was collected.

Expenditures for the period total \$15,560.24. Payments included general operating expenditures, payments for the zoning amendment project, engineering design work for the Stadium sidewalk project, and final payment for the equipment needed to operate the electric car charging station.

Mr. Winfield made a motion to approve the Treasurer's Report for March – April, 2022 as presented. Mr. Skalski seconded the motion. The motion carried unanimously.

Secretary Corakis wondered if the new car charging station has been used much since it became operational.

Ms. Heiny-Cogswell said it was used at first but not much since. It will be publicized more, including in the newsletter and it will be added to Google Map.

Closed Session: Discussion of a Potential Acquisition/Project

Mr. Winfield made a motion to move to closed session to discuss a potential real estate acquisition. Mr. Skalski seconded the motion. The motion carried unanimously.

The meeting moved to closed session at 12:07 p.m.

Ms. Heiny-Cogswell made a motion to return to open session. Mr. Skalski seconded the motion. The motion carried unanimously.

The meeting returned to open session at 12:33 p.m.

Mr. Skalski made a motion to move forward with the land purchase agreement as discussed in Closed Session if the terms are within the parameters established previously by the DDA. If the terms of the final agreement are consistent with the current figures, Chairperson Taylor is authorized to sign the agreement. Mr. Cekola seconded the motion. The motion carried unanimously.

Project Updates

Ms. Lubbert said based on the DDA Board's feedback at the March 31st meeting, direction was needed on how to proceed with the south side Stadium Drive sidewalk project and introduced Ryan Russell, Prein & Newhof, to provide an update on the north and south side of the project.

A. Stadium Drive Sidewalks

i. North Side

Mr. Ryan Russell, Prein and Newhof, said the north side sidewalk project is progressing well; work is being done every day. It is expected that another three weeks will be needed for completion. The work yet to be done will be covered within the DDA's

allocated budget. Anything over that will be covered by liquidated damages. No further costs will be charged to the DDA, including Prein and Newhof's time. He noted compacting has been done over the last couple of days and that it passed the compaction test.

Secretary Corakis was concerned that only a bulldozer was used for compaction.

Mr. Russell said a roll proof test can be done. Between the winter and rain, the surface is pretty tight. The estimate is the grade will still be 1 on 4. Topsoil, seeding, and straw will be completed soon.

Secretary Corakis said there is a low spot by the fire hydrant near Ted & Marie's that holds water. Also the Ted & Marie's driveway does not meet ADA code. The asphalt there is breaking up. He said he was told all driveways along the sidewalk would be paved with concrete, but their driveway has not been. Instead it has been deemed as a major intersection by MDOT. Ted & Marie's will not maintain it and again requested that concrete be installed.

Mr. Russell said concrete had never been part of the plan for that drive.

Ms. Lubbart said she will help coordinate a separate meeting to consider this issue and will return to the DDA with a recommendation.

ii. South Side

It was the consensus of the group that the south side project should be postponed, which will likely allow for a better price if bids are sought later this year and will also provide better timing for possible grant funds.

Mr. Skalski made a motion to postpone a request for bid on the south side sidewalk until the November/December 2022 time period for construction in 2023. Mr. Winfield seconded the motion. The motion carried unanimously.

B. VC and Village Form Based Code Amendment

Ms. Lubbart provided a memo outlining the highlights being worked on in the Zoning Ordinance Amendments prepared by Wade Trim per contract with the DDA, and based on the Master Plan for the area. The subcommittee plans to meet on Friday, May 20th to review a final draft. The next step will be approval by the DDA to forward the proposed amendments to the Oshtemo Planning Commission.

The memo, consisting of 10 bullet points, attached to these minutes, was discussed by the group and it was agreed the subcommittee should consider the draft document for finalization. Following finalization, Ms. Lubbart will send the final draft to DDA members for review.

Mr. Dallas made a motion to authorize the subcommittee to approve a final draft of the Zoning Ordinance Amendments and to forward it to the Oshtemo Planning Commission for consideration and approval. Mr. Skalski seconded the motion. The motion carried unanimously.

Other Items

Mr. MacDonald suggested at some point there should be discussion regarding how to approach the land the Township owns within the DDA at Millard's Way.

It was agreed this should be done, but to hold off for now.

Secretary Corakis said more street lighting is needed along 9th St., noting it is an entrance to the DDA.

Mr. Skalski said there is talk of additions as part of the conversion to LED lighting.

Ms. Heiny-Cogswell thought lights might be added in 2024 in conjunction with the 2024 sidewalk installation.

Announcements and Adjournment

Ms. Heiny-Cogswell announced Oshtemo was able to get a TAP grant for a sidewalk on the west side of 9th St. from Stadium to Quail Run. They are working to extend it to KL on the school side in 2024. She also announced a groundbreaking ceremony on Wednesday, June 8 at 10:00 a.m. for the Fruitbelt Rail Corridor project which will include a charging station. She noted improved trails will help with economic development.

With no further business to consider, Secretary Corakis asked for a motion to adjourn.

Mr. Skalski made a motion to adjourn the meeting. Mr. Cekola seconded the motion. The motion carried unanimously.

Secretary Corakis adjourned the meeting at approximately 1:21 p.m.

Oshtemo Charter Township
Downtown Development Authority

Minutes Prepared: May 20, 2022

Minutes Approved:

July 14, 2022



To: DDA Board

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

Re: May – June 2022 Treasurer’s Report

Attached you will find the Treasurer’s Report for May – June 2022, unaudited.

\$371.56 were collected in interest this cycle. Total interest collected is \$1,332.81. Total Property tax revenue collected is 218,099.81.

Expenditures from this cycle total \$225,486.39. The largest expenditure of \$195,055.59 was for the final construction phase of the sidewalk on the north side of Stadium. Other expenditures from this cycle included general operating expenditures, payments for the zoning amendment project, annual contribution to ‘Music in the Park’, and engineering design work for the stadium sidewalk project.

Attachments: May – June 2022 Treasurer’s Report
Invoices

DOWNTOWN DEVELOPMENT AUTHORITY
Treasurer's Report May - June 2022
Unaudited

REVENUES	2022 Budget	Previous Activity	Activity this Period	Total Actual Revenue		
Carryover	\$463,619.00	\$463,619.00	\$0.00	\$463,619.00		
Property Tax Revenue	\$200,000.00	\$218,099.81	\$0.00	\$218,099.81		
Interest Earned	\$1,000.00	\$961.25	\$371.56	\$1,332.81		
Loans/Grants	\$600,000.00	\$0.00	\$0.00	\$0.00		
Oshtemo Township - Southern Sidewalk Install	\$600,000.00	\$0.00	\$0.00	\$0.00		
TOTAL REVENUES	\$1,264,619.00	\$682,680.06	\$371.56	\$683,051.62		
EXPENDITURES	2022 Budget	Previous Activity	Activity this Period	Total Expenditure	Available Balance	Percent Used
Staff	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Postage	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Community Events	\$1,050.00	\$0.00	\$1,050.00	\$1,050.00	\$0.00	100.00%
Consultants	\$31,908.00	\$6,550.75	\$3,884.00	\$10,434.75	\$21,473.25	32.70%
Assistance with new projects	\$20,000.00	\$2,718.25	\$784.00	\$3,502.25	\$20,000.00	17.51%
Zoning Amendment	\$11,908.00	\$3,832.50	\$3,100.00	\$6,932.50	\$11,908.00	58.22%
Accounting & Auditing Fees	\$2,000.00	\$600.00	\$1,135.00	\$1,735.00	\$265.00	86.75%
Legal Fees	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Legal Notices	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Water	\$1,200.00	\$51.78	\$62.10	\$113.88	\$1,086.12	9.49%
Electric	\$600.00	\$208.27	\$85.45	\$293.72	\$306.28	48.95%
Outdoor Decorations	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Repairs & Maintenance	\$17,800.00	\$2,088.00	\$3,697.00	\$5,785.00	\$12,015.00	32.50%
Stadium Drive snow removal	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Banner rotation/storage/maintenance	\$2,000.00	\$380.00	\$0.00	\$380.00	\$1,620.00	19.00%
Lawn care and maintenance	\$12,800.00	\$1,708.00	\$3,697.00	\$5,405.00	\$7,395.00	42.23%
Millard's Way snow removal	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Capital Outlay/Obligated Projects	\$1,096,111.00	\$19,452.60	\$215,572.84	\$235,025.44	\$861,085.56	21.44%
Stadium Drive Shared Use Path: N Construction + S Design	\$231,111.00	\$7,219.60	\$215,572.84	\$222,792.44	\$8,318.56	96.40%
Stadium Drive Shared Use Path: S Construction	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00	0.00%
Loan Repayment	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	0.00%
9th Street Sidewalk	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%
Façade grant program	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Car Charging Station	\$20,000.00	\$12,233.00	\$0.00	\$12,233.00	\$7,767.00	61.17%
OCC Wifi	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Capital Outlay/Land Acquisition	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
TOTAL EXPENDITURES	\$1,161,169.00	\$35,502.15	\$225,486.39	\$254,437.79	\$906,731.21	21.91%

Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$428,613.83
FUND EQUITY	\$175,309.18
TOTAL CASH BALANCE	\$603,923.01

S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

14448

Invoice

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

Date:	4/30/2022
Invoice #:	20412
Terms:	Net 15

Regarding:	Millards Way
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
4/1/2022	Fertilizing and/or Weed Control Application	1	0.00	0.00
4/30/2022	Lawn Service Installments	1	610.00	610.00
	Temporary Fuel Recovery	1	31.00	31.00

Total	\$641.00
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3355 Evergreen Drive NE, Grand Rapids, MI 49525
 t. 616-364-8491 f. 616-364-6955 preinnewhof.com

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

Invoice number 67088
 Date 04/08/2022

Project 2220298 ATLANTIC AVE REALIGNMENT
 & STADIUM CONNECTION

Split with PWs 50/50. Req # 14888 *5712*

BILLING PERIOD: 2/27/22 TO 3/26/22

PROFESSIONAL SERVICES RELATED TO
 MEETINGS AND CONCEPT DESIGN

PW 14687 \$712

	Hours	Rate	Billed Amount
SENIOR ENGINEER	4.00	124.00	496.00
ENGINEER II	8.00	116.00	928.00
subtotal	12.00		1,424.00
Invoice total			1,424.00

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

S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

Invoice

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

Date:	5/31/2022
Invoice #:	20556
Terms:	Net 15

Regarding:	Millards Way
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
5/4/2022	Weeding of stone and/or bark areas	1	0.00	0.00
5/4/2022	Lawn Mowing & Trimming	1	0.00	0.00
5/4/2022	Mulching of Property		0.00	0.00
5/11/2022	Lawn Mowing & Trimming	1	0.00	0.00
5/18/2022	Lawn Mowing & Trimming	1	0.00	0.00
5/30/2022	Monthly Lawn Maintenance	1	610.00	610.00
	Temporary Fuel Recovery	1	31.00	31.00

Total	\$641.00
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S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

Invoice

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

Date:	5/31/2022
Invoice #:	20638
Terms:	Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
5/5/2022	Mulching of Property	1	0.00	0.00
5/17/2022	Planting of Annuals	1	0.00	0.00
5/20/2022	Lawn Mowing & Trimming	1	0.00	0.00
5/27/2022	Lawn Mowing & Trimming	1	0.00	0.00
5/30/2022	Monthly Lawn Maintenance	1	330.00	330.00
	Temporary Fuel Recovery	1	17.00	17.00

Total	\$347.00
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S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

Invoice

14448

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

Date:	3/30/2022
Invoice #:	20367
Terms:	Net 15

Regarding:	Parkview Hall
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
3/30/2022	Monthly Lawn Maintenance	1	330.00	330.00
	Temporary Fuel Recovery	1	17.00	17.00

Total	\$347.00
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S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

Invoice

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

Date:	5/31/2022
Invoice #:	20555
Terms:	Net 15

Regarding:	Village Corner
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
5/4/2022	Mulching of Property	1	0.00	0.00
5/5/2022	Weeding of stone and/or bark areas	1	0.00	0.00
5/20/2022	Planting of Annuals	1	0.00	0.00
5/30/2022	Monthly Lawn Maintenance	1	654.00	654.00
	Temporary Fuel Recovery	1	33.00	33.00

Total	\$687.00
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Invoice

To: Grant Taylor, Oshtemo Downtown Development Authority
From: Karen High, Oshtemo Township Parks Director
Date: June 28, 2022
RE: Invoice for Sponsorship and Raffle - Music in the Park 2022
Amount: \$1,050 (includes \$750 sponsorship and \$300 restaurant gift card raffle program)

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 \$1,050 by August 1, 2022.***

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: Iris Lubbert

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

April

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

Invoice Number: 109375
Client ID: 6870

Date: 04/30/2022
Payable upon receipt

Professional services during the month of April 2022, which included the following:
Year end assistance provided by:

J Gabrielse - 53 hours of accounting assistance @ \$210/hour	11,130.00
J Fredrickson - 36.25 hours of accounting assistance @ \$165/hour	5,981.25
S Bryer - 22.50 hours of accounting assistance @ \$210/hour	4,725.00
T Moulton - 17 hours of accounting assistance @ \$140/hour	2,380.00
A Knafel - 7.75 hours of accounting assistance @ \$140/hour	1,085.00
Less: discount	(101.25)

Breakdown by fund:

101 - \$17,200	14468
107 - 1,000	14464
206 - 1,000	14465
207 - 1,000	14460
211 - 1,000	14465
249 - 1,000	14461
490 - 1,000	14459
491 - 1,000	14459
900 - 1,000	14463

\$25,200
=====

New Charges:	\$25,200.00
Plus Prior Balance:	\$0.00
New Balance:	<u>\$25,200.00</u>

SiegfriedCrandallPC

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Portage, MI 49002-5599
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Telephone 269-381-4970
800-876-0979
Fax 269-349-1344

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

Invoice Number: 109559
Client ID: 6870

Date: 05/31/2022
Payable upon receipt

Professional services during the month of May 2022, which included the following:
J Gabrielse - 29 hours of accounting assistance @ \$210 per hour
for year-end assistance

6,090.00

Breakdown by Fund:

101 - \$5,010 14468
107 - 135 14464
206 - 135 14465
207 - 135 14460
211 - 135 14465
249 - 135 14461
490 - 135 14459
491 - 135 14459
900 - 135 14463

\$6,090
=====

New Charges: \$6,090.00
Plus Prior Balance: \$0.00
New Balance: \$6,090.00

<u>05/31/2022</u>	<u>04/30/2022</u>	<u>03/31/2022</u>	<u>02/28/2022</u>	<u>01/31/2022+</u>
6,090.00	0.00	0.00	0.00	0.00

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

S&T Lawn Service Inc.

3393 South 6th Street
Kalamazoo, MI 49009

14448

Invoice

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

Date:	4/30/2022
Invoice #:	20412
Terms:	Net 15

Regarding:	Millards Way
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<i>Date:</i>	<i>Description:</i>	<i>Quantity:</i>	<i>Rate:</i>	<i>Amount:</i>
4/1/2022	Fertilizing and/or Weed Control Application	1	0.00	0.00
4/30/2022	Lawn Service Installments	1	610.00	610.00
	Temporary Fuel Recovery	1	31.00	31.00

Total	\$641.00
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July 14, 2022

To: DDA Board

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

Re: Façade Grant Application – Robert Redman

Robert Redman has submitted a Façade Grant Application to the DDA Board for consideration. The request is for \$5,000 to assist with the replacement of the roof, fascia, and gutters of the commercial building at 6672 Stadium Drive. The total estimated project cost is \$17,800. Staff has reviewed the application and found it complete. The property and request meet the requirements of the DDA's façade grant program. The DDA Board is asked to review Redman's application and potentially make a motion to approve the grant request.

Attachments: Application, Project Estimate, Verification of Funds, Façade Grant Review Criteria

**Oshtemo Charter Township
Downtown Development Authority
FAÇADE GRANT PROGRAM**

APPLICATION FORM

Please check: Property Owner Business Owner

Name of Applicant: ROBERT REDMAN

Applicants Address: 51407 SUMMIT ST. - PAW PAW, ME 49679

Address of Property: 6672 Stridium Dr, Kinnaman, ME 49009

Business Contact: ROBERT REDMAN

Phone #: (269) 330-7779 Fax # (if applicable): _____

Email: REDMANAGENCY@YAHOO.COM

Please check: I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS

Project description (attach if necessary):

REPLACE ROOF, FASCIA + GUTTERS

Estimated Project Cost: \$17,800

Amount Requested: \$5000 (Not to Exceed \$5,000)

Please be sure that you have reviewed and submitted the appropriate documentation outlined in the **Applicant Check List** section of the **Façade Grant Program** document.

I am stating that the above information is accurate to the best of my knowledge, that I agree to the requirements and there are no delinquent accounts with Oshtemo Township or the Oshtemo DDA.


Signature:  Date: 6-20-22

DDA Grant Review Committee Use Only

Property Address: 6672 Stadium Dr - Kalamazoo, MI 49009

Planning Department

The application is complete and meets the requirements for submittal to the DDA Grant Committee for review.

 7/11/2022
Staff Signature Iris Lubbert, Planning Director Date

DDA Grant Committee

Applicant has been found to be: **Consistent** **Inconsistent** with DDA guidelines.

Therefore, the application is: **Approved** **Denied** by the DDA Grant Committee.

Reviewed by the DDA Grant Committee on: _____
Date

Signature of Grant Committee Chair: _____

Review Committee Comments:



Rob,

Revised 3/23/22

Thank you for the opportunity to participate in your upcoming project.

Please let me know if you have any questions or concerns. Otherwise, I look forward to this opportunity and your complete satisfaction should you decide to go with us.

Thank you for considering us as your next roofing contractor

Joe Caton
Consultant/Project Manager
269-615-0638



Your Project Meemic





3.2

This roof is over a 3/12 pitch. Can use regular shingles



Looks like the put OSB
over the original 1X roof
deck











Builder's Grade

Scope of Work:

- Tear off existing roofing materials and haul away.
- Protect siding, windows, and landscaping.
- Any rotten wood will be replaced at a cost of \$95 per 4' x 8' sheet and/or \$7 per linear foot in addition to the job price.
- New aluminum drip edge will be installed on all eave and rake edges.
- Install commodity Ice and water shield to code. 100% on 2nd story 3/12 roof
- Install commodity synthetic underlayment.
- Install Starter Shingles.
- Vent pipes will receive new flashing boots
- Chimney Flashing
- Install new Owens Corning Duration Limited Lifetime shingles.
- Install ventilated ridge and board over all existing attic vents.
- Install hip and ridge shingles.
- Permit & Sales Tax
- Upon completion, all excess will be removed and hauled away.
- Limited Lifetime Shingle Warranty
- 5 year Workmanship Warranty

Price: \$17,800

Prices valid until 4/30/22, except OSB. After that, this estimate is subject to re-confirmation. Add 3% for credit card (visa/mc)

Owens Corning Commercial Platinum

Scope of Work:

- Tear off existing shingles and haul away.
- Protect siding, windows, and landscaping.
- Any rotten wood will be replaced at a cost of \$95 per 4' x 8' sheet and/or \$7 per linear foot in addition to the job price.
- New aluminum drip edge will be installed on all eave and rake edges.
- Install **Owens Corning WeatherLock** Ice and water shield to code or at least 6ft. on all eaves, 3 ft in all valleys, at all wall flashing. * 100% on 2nd story 3/12 roof
- Install **Owens Corning Pro Armor** synthetic underlayment. *
- Install Owens Corning Starter Shingles on eave and **rake** edges.
- Vent pipes will receive new flashing boots & **CapMasters**
- Chimney Flashing
- Install new Owens Corning Duration Tru Def Limited Lifetime shingles with "SureNail" reinforced nail strip.**
- Install Owens Corning Vent Sure ventilated ridge and board over all existing attic vents. (20 inches of net free air flow, highest rated residential vent ridge)
- Install Owens Corning hip and ridge shingles.
- Permit & Sales Tax
- Upon completion, all excess will be removed and hauled away.
- Owens Corning Platinum Warranty 25 year non prorated product 10 year workmanship. Transferable.**

Price: \$19,200

*Or equivalent. Will satisfy manufacturer warranty

Prices valid until 4/30/22, except OSB. After that, this estimate is subject to re-confirmation. Add 3% for credit card (visa/mc)

Owens Corning Flex SBS Shingle Commercial Platinum

Scope of Work:

- Tear off existing shingles and haul away.
- Protect siding, windows, and landscaping.
- Any rotten wood will be replaced at a cost of \$95 per 4' x 8' sheet and/or \$7 per linear foot in addition to the job price.
- New aluminum drip edge will be installed on all eave and rake edges.
- Install **Owens Corning WeatherLock** Ice and water shield to code or at least 6ft. on all eaves, 3 ft in all valleys, at all wall flashing. * 100% on 2nd story 3/12 roof
- Install **Owens Corning Pro Armor** synthetic underlayment.*
- Install Owens Corning Starter Shingles on eave **and rake** edges.
- Vent pipes will receive new flashing boots & CapMasters
- Chimney Flashing
- Install new Owens Corning Flex SBS** (styrene-butadiene-styrene) **Limited Lifetime shingles with "SureNail" reinforced nail strip & Class 4 Impact Rating.** (May qualify for an insurance reduction)
- Install Owens Corning Vent Sure ventilated ridge and board over all existing attic vents. (20 inches of net free air flow, highest rated residential vent ridge)
- Install Owens Corning hip and ridge shingles.
- Permit & Sales Tax
- Upon completion, all excess will be removed and hauled away.
- Owens Corning Platinum Warranty 25 year non prorated product 10 year workmanship. Transferable.**

Price: \$21,700

*Or equivalent. Will satisfy manufacturer warranty

Prices valid until 4/30/22, except OSB After that, this estimate is subject to re-confirmation. Add 3% for credit card (visa/mc)

July 1st, 2022

To Whom It May Concern,

This document is intended to provide Verification of Funds for Robert Redman of Redman Agency. Please note that Redman Agency has more than the required funds of \$17,800 on deposit with Blue Ox Credit Union to cover the cost of the roof project.

If you have any questions, comments or concerns- please don't hesitate to reach out to me directly by call or text (616) 312-3398 or email me at jeremyv@blueoxcu.org.

Sincerely,



Jeremy Vernon
Manager of Commercial Lending & Relationships
BlueOx Credit Union
115 Riverside Drive
Battle Creek, MI 49015

**Oshtemo Charter Township
Downtown Development Authority
FAÇADE GRANT PROGRAM**

FOR MORE INFORMATION:

Iris Lubbert, Planning Director - Phone: 269-216-5223
Email: ilubbert@oshtemo.org

In accordance with the Oshtemo Downtown Development Authority (DDA), the Façade Grant Program has been created to provide funding for business located within the Oshtemo Downtown Development District. These Grants are to be used for the purpose of addressing blight and beautification concerns in the Downtown Development Area. Applicants may apply for grants from this Authority for the purpose of preserving and/or enhancing downtown area buildings.

GENERAL REQUIREMENTS

Terms and Conditions

- Façade and exterior improvement grant requests may be made available up to \$5,000 by the DDA.
- Applicant will provide proof of 100 percent funding for the project in order to be considered.
- If approved, applicant will receive a 50 percent reimbursement up to, but not to exceed, \$5,000 awarded by the DDA.
- All work must be in accordance with the Townships Master Plan and façade work must be in accordance with Section 34.00 Village Form-Based Code Overlay Zone, specifically Section 34.600 Architectural Standards of the Oshtemo Township Zoning Ordinance. Links to the Zoning Ordinance and Master Plan can be found at:

<http://www.oshtemo.org/officials-and-departments/planning-zoning-department/>
- Applications for façade and exterior improvements must be approved by the building/property owner.
- All exterior code deficiencies or violations and imminent health and safety hazards must be corrected in conjunction with façade renovation. All work must comply with applicable local, state and federal codes.
- Vacant buildings are ineligible for this program unless proof can be provided to the DDA regarding a new tenant and/or owner who will occupy the structure and re-open a business. Any grant dollars will be tied to the receipt of a lease agreement or some other proof acceptable to the DDA.
- Applicant must provide at least one or as many as three bid proposals depending on the discretion of the DDA.
- Applicant shall be responsible for all construction management and contracting work to be done, as well as obtaining and following all local permits and codes. It is not the responsibility of the DDA to know which permit(s) may be required, the applicant is responsible to ascertain which permits they need to obtain.

Permits which may be required include: building, electrical, mechanical, plumbing, soil and sedimentation, right-of-way permits, and other permits which may be required from the State of Michigan, Kalamazoo County Road or the Kalamazoo County Drain Commissioner. The Township Code of Ordinances is online at www.oshtemo.org

- Applicant and the property owner must not have delinquent accounts with the Oshtemo Township and/or the Downtown Development Authority.
- Upon completion of work, paid receipt(s) must be presented to the DDA.
- After completion of work, the DDA has the right to inspect the property to see that all work was completed as planned.
- Payment for work done without required permits will not be made until the applicant supplies the necessary proof the work is being and/or will be performed as required.
- Property improvements must be completed within ninety (90) days of approval or applicant will be required to resubmit application with no guarantee of funding, unless special exemption is given by the DDA Board. Consideration will be given towards seasonal limitations to construction.
- Any attempt to defraud the DDA shall result in forfeiture of funds and revocation of eligibility to participate in the grant program
- The DDA reserves the right to modify, return, and deny any grant applications.
- At the discretion of the DDA, purchase of materials or services from a business within Oshtemo Township may qualify the applicant for additional consideration in the terms of the grant.
- The DDA may consult with the applicant for the purpose of modifying the scope and/or the content of the proposed work

Eligible Projects

- Repair to building exterior facades consistent with the Village's Master Plan and the Village Form-Based Code Overlay Zone.
- Repair, reconstruction or construction of the exterior of the property such as painting, reinforcing exterior walls, installation of new siding or things of similar effect.
- Masonry repair, cleaning or tuck-pointing.
- Roof repairs, re-roofing, etc., but only under those instances where the roof is visible from the street right-of-way. Roofing projects will be evaluated by the DDA on a case-by-case basis.
- Restoration, repair, or replacement of windows, doors, exterior walls, chimneys, or other architectural elements.
- Exterior work necessary for conversion to a retail or entertainment store entry.
- Removal of after-installed facades along with restoration of vintage elements.

Ineligible Projects

- Projects which are related to parking such as resurfacing, painting or stripping of parking lots/spaces, or construction of new parking.
- Projects related to any kind of signage such new signs, awning, replacement of signs/awnings or lettering on signs and awnings.
- Residential or living space projects of any kind such as for apartments or lofts.
- Costs paid by the applicant in merchandise or in-kind services.
- Labor paid to applicant, family members of applicant, or employees of applicant.
- Interior improvements that deemed to be regular maintenance and upkeep.
- Purchase of furnishings, equipment or consumable supplies.
- Repair or creation of features not compatible with original architecture on historical buildings.
- Business signage creation and/or restoration.

Grant Application Process

The application form may be obtained at the Oshtemo Township Hall, 3265 West Main Kalamazoo MI, or online at www.oshtemo.org. Applications must be completed and returned to Oshtemo Planning Staff at the Township Hall. The Planning Department will review the applications for any deficiencies and to make sure all requirements are met by applicant. If all requirements are met, the planning staff will then forward all applications to the DDA for review. The DDA will then evaluate all application materials and make a decision regarding final approval. Upon approval or denial of the application, the applicant will receive a letter of notification.



July 14, 2022

To: DDA Board

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

Re: Discussion of Potential Atlantic Avenue Extension Project

Based on direction given during past DDA closed sessions, the property acquisition subcommittee negotiated and entered into a purchase agreement for the property located at 6227 STADIUM DR. The contract is attached for reference and the record. Closing will occur on or before December 21st, 2022. The DDA has 180 days to conduct a property inspection and other due diligence to determine if the DDA wishes to close. The property acquisition subcommittee will present the latest updates regarding this potential project to the DDA Board at their regular July 21st meeting. The DDA Board is asked to discuss the potential project, potential financing, and provide general direction. This discussion will impact the DDA's budgeting for 2023.

Attachments: Copy of Purchase agreement, Project Gantt Chart

REAL ESTATE BUY AND SELL AGREEMENT

Date: June 24, 2022.

1. **PURCHASE OFFER.** The undersigned (the "Buyer") offers and agrees to purchase from the Seller the property located in the Township of Oshtemo, Kalamazoo, County, Michigan, commonly known as: 6227 Stadium Drive, Kalamazoo, MI 49009, legally described as:

The West 20 acres of the part of the East ½ of the Southeast ¼ of Section 26, Town 2 South, Range 12 West, lying South of the center line of Territorial Road (now known as Michigan Avenue) and North of the railroad right-of-way formerly used and occupied by the Michigan Central Railroad Company, excepting therefrom the East 13 acres thereof and except 50 feet off the Northerly end of the remainder thereof, said total latter parcel comprising approximately 5½ acres.

Also Beginning at the Southwest corner of Lot 7 then North 54°15' Northeast along the Southerly line of Lots 7, 8 and 9 (West Point Plat), 147.29 feet to the East line of Lot 3, then South 00°45' West thereon, 136.07 feet, then South 68°39' West, 68.31 feet, then North 35°45' West, 92.16 feet to the beginning.

The "Property" includes the real estate and all building, fixtures and improvements, if any, situated on the real estate except the following: NONE.

2. **PURCHASE PRICE.** The purchase price for the Property shall be One Million Thirty Thousand (\$1,030,000.00) Dollars net to Seller, except for Seller paid insurance and pro-rated property taxes.

3. **EARNEST MONEY.** Twenty Thousand (\$20,000.00) Dollars, to be credited to the sale price at closing. Said \$20,000 earnest deposit will be refundable to Seller during the 180-day inspection period if there is a material condition that prevents this matter from closing. A material condition is defined as any of the following:

- Funding cannot be secured to acquire the property and implement the roadway improvements as contemplated by Buyer.
- The appraisal procured by Buyer is less than the purchase price.
- The physical inspections of soil conditions, grading, or other site conditions prohibit or materially increase the cost to Buyer of constructing the road as intended.
- MDOT or the road commission does not approve the road connection and relocation of the traffic light.
- There are environmental conditions or protected species that would prohibit or materially increase the cost of the road connection.

4. **CLOSING; CLOSING DOCUMENTS, POSSESSION.** The closing of the sale and purchase of the Property shall take place as promptly as practical after all necessary documents have been prepared and all contingencies have been satisfied, within 15 days after completion of

inspections, but not later than December 21, 2022, except, if the closing is delayed by reason of delays in the title search or by title defects as discussed in Paragraph 8, or if the terms of purchase are a cash sale with a new mortgage or a mortgage assumption and the Lender issues a commitment prior to the date of closing but is delayed in consummating the mortgage, a further period of thirty (30) days shall be allowed for closing. Buyer agrees to pay the amount of any closing fee charged by a title company. At the closing, Seller shall execute and deliver to Buyer a warranty deed in recordable form covering the real estate; such bills of sale (and certificates of title) as are necessary to transfer good title to Buyer of all fixtures, equipment and personal property which Seller has agreed to convey to Buyer under the terms of this Agreement; and the assigns of all contracts and other instruments provided for in this Agreement. Buyer shall be entitled to take possession of the Property at the time of close.

5. SELLER RENT BACK. Seller shall rent back the property for \$1 for a 24-month period commencing at the date of closing. Seller will be responsible for her own renter's insurance and liability coverage of \$500,000 after date of closing. Buyer shall have the right to access the property (not the house) for purposes of surveying and engineering the property with reasonable advance notice. Seller's use and occupancy of the property and house as Tenant will be at no cost or expense to the Buyer. Buyer will not be responsible for the maintenance of any building currently on the premises. Seller will be responsible for any roof leak, furnace repair/replacement, downed trees, etc. Seller has the right to terminate this rent back with 30-day notice to Buyer.

6. PURCHASE CONDITIONS. Seller and Buyer agree that in addition to any other provisions of this Agreement which are, by their terms, conditions precedent to the performance of either parties' obligations hereunder, the closing of this Agreement is contingent upon satisfaction of any express conditions contained in this Agreement and any addendum thereto, by the date of closing, unless an earlier date is indicated.

7. PRORATIONS. Taxes as discussed below, interest on any existing indebtedness assumed by Buyer, utilities and all other items normally prorated in real estate transactions of this kind, shall be adjusted to the date of closing.

8. TAXES AND ASSESSMENTS. Current real estate taxes, except special assessments, shall be prorated to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. The balance amount owing of the lien of any special assessments shall be paid by the Seller at the time of closing; except that special assessments becoming a lien after acceptance of this agreement will be paid by the Buyer.

9. TITLE EVIDENCE. As evidence of marketable title, Seller will provide at an owner's policy of title insurance, including a policy commitment prior to closing, certified to the date of closing in the amount of the purchase price. If Buyer reasonably determines that title is not marketable, Seller will have thirty (30) days after receipt of written notice to remedy the claimed defect(s). If Seller is unable to cure the defect(s) within thirty (30) days, Buyer shall have the option: (a) to proceed with this transaction, in which event the Warranty Deed will be executed and delivered subject to any such defect(s), provided, however, that in the event any such defects result from liens or encumbrances having liquidated amounts, Buyer may at its option, pay such amounts at closing and shall receive full credit for such payment(s) against the purchase price; or

(b) to cancel this Agreement and receive a return of its earnest money deposit in full termination hereof, and in full termination of any and all liability hereunder.

10. PROPERTY INSPECTION. Buyer, at its cost, shall have the right to have the Property inspected within 180 days from the date of this Agreement for structural integrity, health, and safety by such consultants, architects, engineers and other appropriately licensed individuals of its choice. If such inspections reveal any damage, structural or mechanical deficiency, environmental contamination, termite or pest infestation, or any other condition deemed unacceptable to Buyer, Buyer shall furnish Seller with a copy of the applicable report(s) and a written estimate of the cost for any requested corrective action and/or repairs. If the parties are unable to agree within a period of ten (10) days after Seller's receipt of such repairs, then either party shall have the right by written notice to the other party to terminate this Agreement. If the parties have not executed a written addendum specifying who is to pay for such corrective action and/or repairs within the ten (10) day period, it shall be deemed that the parties have elected to terminate this Agreement. **NOTICE TO SELLERS, BUYERS, LESSORS AND LESSEES.** There are numerous federal, state and local laws and regulations which control and/or require cleanup or remediation of environmental contamination. These laws and regulations may expose owners, operators, lessees and other users of the Property to liability for damages and/or cleanup costs occasioned by environmental contamination regardless of fault and regardless of when in time the contamination may have occurred. The costs associated with the cleanup or remediation of environmental contamination can be very substantial. Accordingly, the Broker strongly recommends that each party to a real estate transaction (whether Seller, Buyer, Lessor or Lessee) seek legal and technical counsel from professionals experienced in such matters so that each may be adequately informed of their rights, responsibilities, obligations and potential obligations with respect to environmental contamination. The Broker especially advises that such counsel be obtained where a party has reason to believe that hazardous waste or substances may have been or are now used, stored, handled or disposed of on or at the Property, or there is now or has been in the past an underground storage tank located at the Property. The term "hazardous waste of substances" as used in this notice includes, but is not limited to, petroleum based products, paints and solvents, leads, cyanide, DDT, printing inks, acids, pesticides, asbestos, PCB's and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property and this notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Broker expressly intends hereby to make clear that neither Broker nor any of Broker's real estate sales persons, or any other party representing the Broker, possess the expertise necessary to assess environmental risks or determine the presence of environmental contamination. The Broker is not responsible for and does not make any independent investigations as to environmental contamination with respect to any Property. Unless it is stated in a written instrument signed by the Broker, neither the Broker nor any of the Broker's agents has any knowledge, and makes no representation regarding the presence or non-presence, now or in the past, of hazardous wastes or substances, or of the presence of underground storage tanks on the Property now, or in the past, nor with respect to any environmental conditions affecting the Property.

11. SELLER'S WARRANTIES. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

a. Except as otherwise provided herein or as set forth in an addendum attached hereto signed by both parties, Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.

b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance judicial or administrative order or judgment applicable to Seller or the Property.

c. There is no litigation or proceeding pending, or to the Seller's knowledge threatened, against or involving the Seller or Property, and the Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer or Buyer's title to and use of the Property, either before or after closing.

d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date. The Kennel may continue to operate for up to 15 days after date of closing.

e. The information concerning written leases and any tenancies not arising out of written leases set forth in any addendum to this Agreement is accurate as of this date, and there are no leases other than tenancies with respect to the Property other than those set forth in such addendum (the "Leases"). Except as otherwise set forth below:

(1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended or extended;

(2) No renewal or extension options have been granted to tenants, other than those provided Buyer by Seller;

(3) No tenant has an option to purchase the Property;

(4) The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;

(5) No real estate brokerage commission will become payable under any existing arrangement upon exercise of any option or other right to extend or renew the term of any lease or purchase of the Property.

f. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is attached as an addendum to this Agreement, such addendum lists all the Service Contracts currently in effect with respect to the Property.

g. With respect to underlying land contracts and mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties or sanctions.

h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.

I. Exceptions to Seller's warranties: **NONE**

12. BUYER'S WARRANTIES. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

a. Upon closing, it shall be deemed that Buyer and/or inspectors hired by Buyer may or have inspected the Property as fully as they desire. Buyer shall be deemed to be fully familiar with the physical condition of the Property, and to accept the Property "as is" and "with all faults" in their condition as of the date of closing.

b. Buyer to verify with local government that intended use is conforming to zoning ordinances.

c. The performance of the obligations of Buyer under this Agreement will not violate any contract indenture, statute, and ordinance, judicial or administrative order of judgment applicable to Buyer.

d. There is no litigation or proceeding pending, or to the Buyer's knowledge threatened, against or involving the Buyer, and the Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Seller or Seller's interests under this Agreement.

e. Exceptions to Buyer's warranties: **NONE**

13. PROFESSIONAL REVIEW. Buyer and Seller acknowledge that Broker has recommended that the parties seek the advice of any professional source necessary to evaluate the terms of this Agreement and Property acquisition., including, but not limited to, counsel with Buyer's and Seller's attorney and CPA regarding the marketability of title, related taxation matters, to ascertain that the terms of this Agreement are adhered to before the transaction is closed, and to advise the Buyer and Seller with respect to the property inspections and environmental matters. At the time of closing, all contingencies and addendums to the Buy and Sell Agreement shall be resolved or removed to the satisfaction of the Buyer and Seller, and Broker and its agents or subagents shall be relieved by both parties of any and all obligation and liability associated with the transaction and its related documents.

14. WATER/SEWER CHARGES. In the event the sewer or water meters cannot be read as of the date of closing, Seller agrees that Broker may retain from Seller's closing proceeds such amount as Broker deems necessary to assure payment of unpaid sewer and water charges by Seller. Broker will forward the excess amount, if any, to Seller as soon as possible after the meters are read and payment is made. The cost of water and sewer hookups after closing shall be paid by the Buyer, and, if the Property is not presently served by these utilities, Buyer is advised to consult with the local units of government for information regarding the availability of utilities, when and if such hookup is or may be required, and whether any assessment will be imposed at that time.

15. LOCATION AND BOUNDARIES. Buyer may at Buyer's expense have the Property surveyed or take such other action as Buyer deems necessary to satisfy Buyer of the location of improvements on the boundaries of the Property. When closing occurs, Buyer shall be deemed to have accepted the location of such improvements on, and the boundaries of, the Property.

16. DISCLAIMER. Buyer and Seller understand and agree that neither Broker nor any of Broker's sales persons warrant boundaries and/or the condition of the Property; or assume any responsibility for the representations made by Seller pertaining to boundaries or the condition of the Property. It is further understood that no representation or promises have been made to Buyer by the Broker, or Broker's sales agents, nor by the Seller unless contained in this Agreement or otherwise made or given by Seller to Buyer in a written disclosure statement by Seller, if requested by Buyer.

17. AGENCY RELATIONSHIP. **NONE.** Attorney Tibble is a licensed real estate broker acting solely as attorney for Seller.

18. DEFAULT. If Buyer defaults, Seller may enforce this contract or may declare Buyer's right to purchase terminated, keep the earnest money deposit, and pursue its legal remedies. If

Seller defaults, Buyer may enforce this contract, or may demand return of the earnest money and pursue its legal remedies. If this Agreement is not closed in the time and manner provided, the Broker shall have the right, but is not obligated to, notify Buyer and Seller in writing of Broker's proposed disposition of the earnest money deposit. Unless Broker, prior to the disposition of the earnest deposit, receives different instructions in a written instrument signed by both parties, all parties shall be deemed to have agreed to Broker's disposition of the earnest money.

19. **SELLER'S ACCEPTANCE.** When signed by both parties, Buyer and Seller acknowledge and agree that this is a binding contract for the sale and purchase of the Property. Seller acknowledges by the execution of this Agreement that they have received from Broker a copy of this Agreement subsequent to its full execution by both parties. Upon Seller's acceptance of this offer, or Buyer's acceptance of a counteroffer, Buyer and its representatives shall have the right to enter upon the property during reasonable business hours for purposes of inspection and tests; provided, however, that such inspections and testing shall not unreasonably interfere with the rights of the Seller or tenants in possession, and shall not cause physical damage to the property.

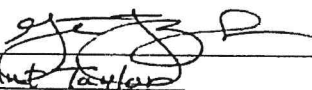
20. **MISCELLANEOUS.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns. Time is of the essence of this agreement. Seller hereby certifies, and shall reaffirm the same to Buyer by affidavit prior to closing that the Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

21. **CONTINGENCIES.** Sale subject to provisions as contained herein, and the following; Sale is subject to Buyer being satisfied, in Buyer's sole discretion, with the result of Buyer's Due Diligence Review, inclusive of inspection and valuation of the property and subject to the closing of a certain business purchase agreement of an even date for the store at this location between the parties.

22. **NOTICES.** Any notice or signature required or permitted by this Agreement shall be Sufficient if in writing either delivered personally, by regular mail addressed to the parties at the address as specified below, or by facsimile. Any notices given by mail shall be deemed to have been given as of the day following the date of posting.

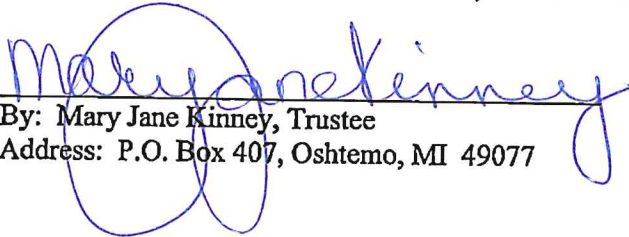
23. **COUNTERPART SIGNATURES.** This contract may be signed in counterpart by the parties and be considered in full effect.

BUYER: OSHTEMO TOWNSHIP DDA

By: 
Its Chair
Address: 7275 West Main Kalamazoo MI 49009


6/21/22
Date

**SELLER: MARY JANE KINNEY REVOCABLE
TRUST AGREEMENT, dated March 22, 2006**


By: Mary Jane Kinney, Trustee
Address: P.O. Box 407, Oshtemo, MI 49077


Date

BUYER'S RECEIPT OF ACCEPTANCE. Buyer acknowledges receipt of a signed copy of Seller's acceptance of this Agreement.


Buyers' Initials

6/29/22
Date



July 14, 2022

To: DDA Board

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

Re: Project Update: Stadium Drive Sidewalks

Ryan Russell with Prein&Newhof will be present to provide an update to the DDA Board on the north side of this project and help answer any questions.



July 14, 2022

To: DDA Board

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

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

At the last DDA meeting the subcommittee shared an overview of the code amendments they had been working on with Wade Trim and the Township Planning Director noting that the amendments were ready to move forward for consideration. Board members were provided the drafted language to review (no additional changes were requested). The VC and Village Form Based Code amendments will be on the July 28th Planning Commission agenda for introduction.

July 15, 2022



To: Downtown Development Authority
From: Iris Lubbert, AICP
RE: 2023 Draft Budget

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. A draft budget for 2023 is attached. The highlighted numbers in the draft document require DDA Board discussion and action. This includes a 2022 budget amendment to remove the \$600,000 grant from the revenue line which the Township Board granted to the DDA to construct sidewalk on the south side of Stadium Drive. Much of the budget discussion will be based off of the decisions made by the DDA Board during the discussion of the potential Atlantic Avenue Extension project.

Iris Lubbert will walk the Board through the proposed budget at their regular July 21st meeting.

Attachments: Proposed 2023 Budget

2023 DDA Budget

DRAFT: 07-14-2022

REVENUES	2021 Budget	2021 Actual	2022 Budget Amended	2023 Proposed Budget
Carryover	\$ 676,434.31	\$ 676,434.31	\$ 463,619.00	
Current Real Property Tax	\$ 252,077.69	\$ 217,957.50	\$ 200,000.00	\$ 200,000.00
Interest Earned	\$ 1,000.00	\$ 882.70	\$ 1,000.00	\$ 1,000.00
Loans/Grants	\$ -	\$ -	\$ 600,000.00	
TOTAL REVENUES	\$ 929,512.00	\$ 895,274.51	\$ 664,619.00	\$ 201,000.00

EXPENDITURES	2021 Budget	2021 Actual	2022 Budget Amended	2023 Proposed Budget
Staff	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Supplies	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
Community Events	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00
Consultants	\$ 55,000.00	\$ 592.50	\$ 31,908.00	\$ 50,000.00
Assitance with new projects	\$ 7,500.00	\$ -	\$ 20,000.00	\$ 50,000.00
Zoning Amendment	\$ 12,500.00	\$ 592.00	\$ 11,908.00	\$ -
DDA Executive Director	\$ 35,000.00	\$ -	\$ -	\$ -
Accounting & Auditing Fees	\$ 3,000.00	\$ 2,750.00	\$ 2,000.00	\$ 3,000.00
Legal Fees	\$ 2,000.00	\$ 1,110.00	\$ 2,000.00	\$ 2,000.00
Water	\$ 1,200.00	\$ 847.80	\$ 1,200.00	\$ 1,200.00
Electric	\$ 600.00	\$ 600.28	\$ 600.00	\$ 700.00
Legal Notices	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
Repairs & Maintenance	\$ 17,500.00	\$ 12,554.05	\$ 17,800.00	\$ 17,800.00
Banner rotation/storage	\$ 2,000.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00
Lawn care and maintenance	\$ 12,500.00	\$ 10,564.80	\$ 12,800.00	\$ 12,800.00
Millards Way snow removal	\$ 1,000.00	\$ 89.45	\$ 1,000.00	\$ 1,000.00
Stadium drive sidewalk snow removal	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
Holiday Décor	\$ 5,000.00	\$ 4,505.90	\$ 5,000.00	\$ 5,000.00
Capital Outlay/Obligated Projects	\$ 747,792.00	\$ 450,824.80	\$ 1,096,111.00	\$ 10,000.00
Corner site	\$ 1,356.00	\$ 500.00	\$ -	\$ -
Stadium Dr sidewalk (S design/ N construction)	\$ 681,436.00	\$ 450,324.80	\$ 231,111.00	
Stadium Dr sidewalk (S construction)	\$ -	\$ -	\$ 600,000.00	
loan repayment	\$ -	\$ -	\$ 200,000.00	
Facade improvment	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
OCC Wifi	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
9th Street sidewalk	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -
Car Charging Station	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
Property Acquisition	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 60,000.00
TOTAL EXPENDITURES	\$ 896,642.00	\$ 476,835.33	\$ 1,221,169.00	\$ 154,250.00

Atlantic extension grant prep work

From May -June 2022 Treasurer report

Fund Equity	\$ 175,309.18
Actual Available Balance (Total Actual Revenue - Total Expenditure)	\$ 428,613.83
Total Cash Balance	\$ 603,923.01

Esitamed 2022 End Available balance	\$ 412,483.18
Estimated cash balance enter 2023	\$ 587,792.36