



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, February 5, 2018

7:00 PM

City Commission Chambers at City Hall - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Scott McCloughan, Executive Director, Kalamazoo Youth for Christ
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. National Black HIV/AIDS Awareness Day

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve Items "1-16"; hold item "17" until February 19, 2018; and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of the purchase of a Doosan 140 Tracked Excavator with trailer and appurtenances from Carleton Equipment Company in the amount of \$212,217.60.
2. Approval of a five-year contract with CTS Telecom, Inc. for telephone service at City Hall and the Harrison and Stockbridge facilities for a not-to-exceed amount of \$180,000.00.
3. Approval of a 60-month lease for 64 light duty fleet vehicles from Enterprise Fleet Management Trust, including after-market equipment and all maintenance, in the amount of \$1,557,760.
4. Approval a one-year contract extension for the purchase of fluorosilic acid from Alexander Chemical Corporation in the amount of \$112,000.
5. Approval of a sole source contract with Monument Engineering Group Associates, Inc. (MEGA) for the development of a Cemetery Business Plan in

the amount of \$117,000, and approval of a budget appropriation in same amount.

6. Approval of an agreement with Merion Capital, LLC, to provide investment consulting services for the City's Employee Retirement System and Perpetual Care Investment Trust through December 31, 2018, and to increase the FY 2018 Budgeted appropriations for the Pension System by \$86,000.
7. Approval of an agreement with the Michigan Department of Environmental Quality for a Wellhead Protection Grant in the amount of \$70,000.
8. Approval and acceptance of an easement agreement with TMV Properties, LLC for water main modified as part of the TMV Properties, LLC construction project at 5937 West Main Street; and approval of the release of three existing easements at the same location.
9. Approval and acceptance of an easement agreement with American Village Development II, LLC for water main and sanitary sewer to be installed as part of the American Village Development II, LLC Walden Woods Phase 4 construction project.
10. Approval of the following actions for property related to the Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: 1) acceptance of a quit claim deed from the Brownfield Redevelopment Authority; and 2) approval of an Agreement for Declaration of Easements.
11. Approval of the following actions for property related to the Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: 1) approval of a Quit Claim Deed from the City to MacKenzie & MacKenzie, LLC; 2) acceptance of a Quit Claim Deed from MacKenzie & MacKenzie, LLC to the City; and 3) approval of an Agreement for Declaration of Easement.
12. Approval of the appointment and assignment of City Commissioners to various committees, boards, and commissions.
13. Approval of the Mayor's appointments and re-appointments to the following boards and commissions:
 - the re-appointment of **Randy Eberts** to the Employees' Retirement System Board of Trustees for a term expiring on March 31, 2021; and approval of a waiver of City Commission Rules 12e and 12k regarding term limits and dual board memberships.
 - the appointment of **Andrew Grayson** to the Historic District Commission for a term expiring on January 1, 2021.
 - the appointment of **Dana Underwood** to the Historic District Commission for a term expiring on January 1, 2021.
14. Approval of the following reappointments to the Board of Review for Assessments:
 - the reappointment of **Mr. James Lippincott** for a three-year term

expiring January 31, 2021.

- the reappointment of **Mr. Richard Skalski** for a three-year term expiring January 31, 2021.

15. Adoption of a RESOLUTION reappointing James K. Ritsema, Clyde J. Robinson and Thomas C. Skrobola to the City of Kalamazoo Hospital Finance Authority.
16. Approval of the minutes from the City Commission meetings on January 8 and January 16, 2018.
17. Adoption of a resolution vacating the 206-foot-long public alley located between North Park Street and Cooley Street. *(Hold until February 19, 2018)*

G. REGULAR AGENDA

1. Approval of two Memorandums of Understanding with the Local Initiative Support Corporation of Kalamazoo for Economic Development and Housing Services. **(Action: Motion to approve the MOU's)**

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS

N. CLOSED SESSION

1. Closed session to discuss labor negotiations. **(Action: Motion to go into closed session)**

O. ADJOURNMENT

ADDITIONAL INFORMATION

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Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazooconnect.org

The Kalamazoo City Commission business meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). Business meetings are also web streamed live on the City's YouTube channel at <https://goo.gl/Q6DW37>. Public Media Network rebroadcasts these meetings on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m. Recorded meetings are also available on-demand on the YouTube channel.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: 2/1/2018

SUBJECT: Calendar of Upcoming Meetings

INFORMATIONAL ITEMS

Attached is the calendar of upcoming meetings of the City Commission's advisory boards, commissions, and committees.

ATTACHMENTS:

	Type	Description
▢	Meeting Schedule	Calendar of Upcoming Meetings



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

Regular Business Meetings – 7:00 p.m. in the City Commission Chambers

February 19th and March 5th

Regular Neighborhood Meetings – 6:00 p.m. in the Community Room at City Hall

February 19th

Special Meetings

None

Advisory Boards, Commissions and Committees (next two weeks)

The **Community Development Act Advisory Committee** will meet on Thursday, February 8, 2018 at 6:30 p.m., in the Community Room at City Hall.

The **Traffic Board** will meet on Thursday, February 8, 2018 at 2:00 p.m., in the Conference Room at Public Services, located at 415 Stockbridge Avenue.

The **Zoning Board of Appeals** will meet on Thursday, February 8, 2018 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, February 13, 2018 at 7:00 p.m. in the Community Room at City Hall.

The **Brownfield Redevelopment Authority** will meet on Thursday, February 15, 2018 at 7:30 a.m., in the Community Room at City Hall. The **Economic Development Corporation** will meet immediately following.

The **Kalamazoo Municipal Golf Association Board of Directors** will meet on Thursday, February 15, 2018 at 12:00 p.m., in the Clubhouse at Milham Park Golf Course, located at 4200 Lovers' Lane.

The **Building Board of Appeals** will meet on Thursday, February 15, 2018 at 2:00 p.m., in the City Commission Chambers at City Hall.

The **Downtown Development Authority** will meet on Monday, February 19, 2018 at 3:00 p.m., in the Community Room at City Hall.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE, Public Services Director and City Engineer

PREPARED BY: Gary Doorlag, City Fleet Manager

DATE: 1/26/2018

SUBJECT: Purchase of a Tracked Excavator / Bid Reference #000-00-018.15

RECOMMENDATION

It is recommended that City Commission approve the purchase of a Doosan 140 Tracked Excavator with trailer and appurtenances from Carleton Equipment Company for \$212,217.60.

BACKGROUND

The City of Kalamazoo, Public Services Department, Water Division is seeking approval for the purchase of a tracked excavator with trailer and appurtenances for the water main repair crews. The equipment is for water main and water distribution repair construction needs.

The cooperative purchasing program through the National Joint Power Alliance contract number #042815-CEC was used, therefore no other bids were solicited.

POLICY CONSIDERATIONS

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation or additional public input.

FISCAL IMPACT

Funds have been budgeted for this expenditure in the Public Services' 2018 CIP budget.

ALTERNATIVES

The City Commission could choose to deny the purchase, however that is not recommended at this time.

ATTACHMENTS:

	Type	Description
▢	Proposal	Quote

DOOSAN

Proposal #: Q-00060045

Date: 1/23/2018

Contract Name: NJPA

Contract Number: 042815-CEC

Dealer Information:

Carleton Equipment Company
Contact: Larry Goodman
4704 South 29th Street
Kalamazoo MI 49048
269.343.2943

Bill To:

City of Kalamazoo Waste Water
Contact: Chris Nelson
1415 Harrison Street
Kalamazoo, Michigan 49007
269.337.8701

Ship To:

City of Kalamazoo Waste Water
Contact: Chris Nelson
1415 Harrison Street
Kalamazoo, Michigan 49007
269.337.8701

Contact Information:

Doosan National Accounts Group
Matt Gansser
678.714.6429

Description	Qty:	Unit Price:	Total:
DX140LCR-5-US40 <i>Standard Arm Front & Dozer Blade</i>	1	\$132,542.40	\$132,542.40
Optional Equipment List:			
Mono Two Way With Pedal		\$4,680.00	\$4,680.00
DX140LCR-5-US40 Subtotal:			\$137,222.40

Description	Qty:	Unit Price:	Total:
0.71 CU. YD. 36" WIDTH BUCKET, INCLUDES WEAR SHROUDS <i>36" HD Bucket - 0.71 yd³</i>	1	\$2,804.49	\$2,804.49
Optional Equipment List:			
			\$2,804.49

Description	Qty:	Unit Price:	Total:
DX140LCR-5 EX Couplers WITH INSTALL KIT <i>Quick Coupler, Pin Grabber</i>	1	\$4,724.46	\$4,724.46
Optional Equipment List:			
			\$4,724.46

Description	Qty:	Unit Price:	Total:
EX Plate Compactor -PCX64 FOR DX140 <i>PCX64 Plate Compactor</i>	1	\$6,360.90	\$6,360.90

DOOSAN

Optional Equipment List:

\$6,360.90

Description	Qty:	Unit Price:	Total:
DXB100 BREAKER FOR DX140 <i>DXB100 Breaker</i>	1	\$20,765.16	\$20,765.16

Optional Equipment List:

\$20,765.16

TOTAL ITEMS QUOTED:

\$171,877.41

Freight Charge	\$2,700.00
Dealer PDI Charge	\$500.00
Clamp on Rubber Track Pads – Non Contract Item	\$4,887.00
3 sets of bucket pins	\$712.80
Interstate Trailer Model 40 DLA – Non Contract Item	\$15,900.00
Interstate Trailer Federal excise tax – Non Contract Item	\$1,908.00
5 Year / 7,500 hr. Full Warranty - Doosan	\$7,460.70
Shop Labor to install Track Pads– Non Contract Item	\$1,897.69
Labor for Coupler Installation	\$1,026.00
Labor for Compactor and Breaker Assembly and Installation	\$3,348.00

Sales total before taxes:

\$212,217.60

Quote Total

\$212,217.60

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise their purchase option within 30 days from quote date.

Customer Acceptance

Purchase Order: _____

Authorized Signature

Print: _____ Sign: _____ Date: _____



Standard Equipment	DX140LCR-5-US40
for:	
Engine	Perkins 1204F: 4-Cycle Water Cooled Electronically Controlled Common Rail Direct Injected T4: Cooled Exhaust Gas Recirculation + Diesel Oxidation Catalyst + Selective Catalytic Reduction with Diesel Exhaust Fluid 115.3 HP(SAE J1995) Gross Flywheel Horsepower @ 2000 rpm Displacement: 269cu.in., 4 Cylinder Bore 105mm Diameter x 127mm Stroke Torque: 369ft. lbs @ 1,400 rpm High Idle 2060 25rpm, Low Idle 950 10 rpm Auto Idle System Auto Shut Down Equipped with the Fuel Pre-filter with Water Separator Radiator Reserve Tank Large Capacity Double Element Air Cleaner with Evacuate Electronic Engine Speed Control Engine Overheat and Low Oil Pressure Prevention System
Hydraulic System	Pilot Operated Control Valves, (9) Spools Main Pump: Swash Plate Axial Piston Type, Pressure Setting 4649 psi normal / 4978 psi boost 2 X 30gpm Pilot Circuit, Gear Type Pump Swing Motor, Axial Piston Type Swing Speed Control up to 10.65 RPM Maximum Swing Torque 34,718 ft.lbs. Spring Set, Hydraulic-released Brakes Travel Motor: Axial Piston Type (High, Low, Auto) Travel Speed (High/Low): 3.5 mph 2.0 mph Maximum Tractive Force 29,101 ft.lbs. in low speed In-Shoe Design, Oil Disc Parking Brake Cross Sensing Pump Control for Fuel Saving Four Operating Modes, Four Power Modes One-way Auxiliary Hydraulics Adjustable Auxiliary Flow and Pressure up to 10 presets Computer-aided Pump Power Control e-EPOS (Electronic Power Optimizing System) Controller
Cab	Steel, All Weather Sound Suppressed ROPS Type Fully Automatic Controlled Air Conditioner with Heat 7" Multi-function Color LCD Monitor Panel Rear View Camera Cigarette Lighter Door Locks Front Windshield Wiper with Washer Radio: MP3 Stereo with CD Player Audio Control Panel On/Off Switch, Control Volume, Channel Select

DOOSAN

Switches:

- Auxiliary Mode Switch
- Engine Emergency Stop Switch
- Work Light Switch
- Travel Speed Selector Switch
- Breaker, Power-up, Shear Switch

Glass Antenna

Safety Lock Lever

Seat:

- Heated Air Suspension with Seat Belt (2 Wide)
- Reclining, Height Adjustable
- Adjustable Arm Rests
- Sliding Control Console

Skylight

Pull Up Type Front Window

Removable Lower Front Window with Storage Behind Seat

Sliding Side Windows

Front Window Air Defroster

Travel Pedals with Hand Levers

Emergency Breakout Tool

Lunch Box with insulation

12V Power Socket

Height Adjustable Control Stands

Joystick Lever with 3 Switches, Two Button and One Rotate

Cup Holder

Room Light

Serial Communication Port for Laptop PC Interface (DMS)

Viscous Cab Mounts

Operation Modes:

- Power Mode Select Button (P+,P,S,E)

- Work Mode Selector Button (Excavation, Lifting, Breaker and Shear)

Flow Rate Control

Auto Idle Select Button

4 Display Selection Buttons

Rear View Camera Button

Jog Switch to Control Monitor

Electrical

Alternator: 24 V,85 amp

Batteries: (2) 12 V, 100amp, 900CCA

Starter: 24 V x 4.5 KW

Lights: Halogen Working Light (2) Machine, (2) Boom

Electric Horn

Hour Meter

Display Monitor & Warnings

Alarm Buzzer for:

- Engine Oil Pressure

- Coolant Temperature

Electronic Monitor for:

- Engine Coolant Temperature Gauge

- Fuel Gauge

- Hydraulic Oil Temperature Gauge

DOOSAN

DEF Level

Multi-function Display for:

Engine RPM

Battery Voltage

Front and Rear Hydraulic Pump Pressure

ECO Gauge

Hydraulic Oil Overheating Warning

Fuel Shortage Warning

Air Cleaner Clogging Warning

Pilot Filter Clogging Warning

Return Filter Clogging Warning

Digital Clock

Engine Check Warning Light

Engine Oil Pressure Warning Light

Charge Warning Light

Preheat Indicator Light

Coolant Temperature Warning Light

Work Light Indicator Light

Water in the Fuel Warning Light

DEF Low Level Warning Symbol

SCR Failure Warning Symbol

Undercarriage

Track Guards and Chains with Adjusters

Track Rollers: (1) Upper, (7) Lower Each Side

Triple Grouser Shoes, 46 Each Side

Other

Joystick Pattern Change Valve

Centralized Lube Points

Large Handrail

Punched Metal Anti-slip Plates

Engine Restart Prevention System

Self-Diagnostic System

Manuals, Parts and Operator's

Ultra-hard Wear-resistant Disc at the Bucket Pivot

Vandalism Protection (All panels and fill points lockable)

GPS 3 Year Subscription



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Tim Dubois, CIO

PREPARED BY: Zondra Heckman, Sr. Technical Analyst - Information Technology

DATE: 1/24/2018

SUBJECT: Contract to provide VoIP Services

RECOMMENDATION

It is recommended that the City Commission approve a five-year contract with CTS Telecom, Inc. for telephone service at City Hall and the Harrison and Stockbridge facilities for a not-to-exceed amount of \$180,000.00.

BACKGROUND

Spectrum has provided services for telecommunications for The City of Kalamazoo to the Stockbridge, Harrison and City Hall locations. ACD.net has provided services for telecommunications for Public Safety locations and Transportation has utilized CTS Telecom, Inc.

Consolidating the number of telecommunication companies connected to a single phone system from three to two provides a more efficient system for redundancy, troubleshooting and connectivity. Costs were compared between Spectrum, CTS Telecom, Inc. and ACD.net to determine the most cost effective option.

CTS provided the highest level of connectivity, lowest down time at a competitive rate in comparison to Spectrum and ACD.net.

CTS has been a provider of our VoIP services since the City first migrated to VoIP for the Transportation locations only. Over the past 7+ years we have had numerous outages and service issues with Spectrum service however, the transportation locations operated with no service interruptions or issues since installation.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

The projected amount of \$1937.32 monthly compared to \$2671.82 monthly charged by Spectrum in the past. Long distance billing with CTS under the proposed contract would be billed at \$0.029 compared to \$0.05 previously with Spectrum. The 5 year contract with CTS would reduce monthly costs by approximately \$734.50. The total of the 5 year contract would have a base cost (not including long distance calls) of \$116,239.20 and not to exceed \$180,000.00.

ALTERNATIVES

The City Commission may choose from the following alternatives:

Do nothing

This is not recommended as the current Spectrum contract has expired and costs continue to increase compared to CTS pricing.

Select another vendor

We presently have three vendors supplying telecommunications services to the City and configured with our present Cisco PBX. Consolidating the service providers we have helps with troubleshooting, uptime and provides a consistent infrastructure. We have quotes from all three telecommunications companies who presently provide services and the best option for service and price is CTS with this five year contract.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Thomas C. Skrobola, Management Services Director / CFO

PREPARED BY: Patricia Vargas, Management Services Coordinator

DATE: 1/21/2018

SUBJECT: Lease of Sixty-Four (64) Light Duty fleet Vehicles from Enterprise Fleet Management Trust

RECOMMENDATION

It is recommended that the Commission approve the lease of sixty-four (64) light duty fleet vehicles for a cost of \$1,557,760 (includes lease payments and additional aftermarket equipment) over 60 months, including all maintenance, and to authorize the City Manager to sign all documents on the City's behalf.

BACKGROUND

The City of Kalamazoo maintains a light duty vehicle fleet, including sedans, SUVs, pick-up trucks and vans. In July 2016, the City Commission authorized the Administration to enter into an equity lease agreement with EFMT for the leasing of 6 light-duty vehicles for use in the Public Services Department, known as our Phase I Vehicle Lease Pilot Program. At that time, the Administration indicated that staff was conducting further research into the potential benefits of expanding the scope of this approach.

In December 2016 the expansion of the EFMT lease included 35 additional new light-duty vehicles representing Phase II of the Pilot Program.

The proposed expansion of the EFM lease is to include 64 additional new light-duty vehicles representing Phase III of the Pilot Program. The Administration has evaluated the age, condition, cost of maintenance and fuel efficiency of its existing light duty fleet and selected the 53 worst existing vehicles for immediate replacement. The Departments of Public Safety (19 replacements), Community Planning and Development (5 replacements), Public Services (25 replacements, 11 additional), Parks and Recreation (4 replacements) are all participating in Phase III.

The City has traditionally purchased light-duty vehicles with cash. However, this strategy does not work well during periods of fiscal stress and budget cutbacks. The result is that the City has fallen well behind appropriate levels of vehicle replacement, leaving the City with an aged and obsolete fleet that is expensive to maintain and operate, as well as unreliable, sometimes leaving staff short of the necessary resources to deliver public services.

The fleet leasing alternative has been subjected to a cost benefit analysis, which demonstrates that leasing is at worst cost neutral as compared to the status quo approach. The fleet leasing approach combined with the proper

timing of fleet disposition (that is, selling fleet before it becomes obsolete) could lead to substantial financial benefits to the City.

City staff has organized a Fleet Policy Committee, an interdepartmental cooperative which is studying the most cost-effective and mission-critical way to replace and manage fleet going forward. The EFM Fleet Leasing Pilot Phases I, II and III will provide the experience and data needed to evaluate leasing vs. our status quo approach as the Fleet Venture Team develops the optimal policies, procedures, financing and governance models for the City's fleet.

COMMUNITY RESOURCES CONSULTED

No community resources were consulted.

FISCAL IMPACT

The funds for the equity lease agreement have been provided in the Adopted FY 2018 Budget. As indicated in the attachment, the prices provided for each vehicle by EFMT match or beat MiDeal pricing.

ALTERNATIVES

An alternative to the equity lease agreement would be to fulfil the vehicle needs with direct purchases using the MiDeal program. This is not recommended as the City does not have adequate budget capacity to cash finance all 64 vehicles in question in 2018, whereas these vehicles should be replaced in 2018 due to their age and condition, and to help the City evaluate a financing alternative that would result in a high performance fleet.

ATTACHMENTS:

Type	Description
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Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Thomas Spitzner, Water Operations Supervisor

DATE: 1/8/2018

SUBJECT: 2018 Contract Extension for the Purchase of Fluorosilic Acid for Water Treatment

RECOMMENDATION

It is recommended that the City Commission approve a one-year contract extension for the purchase of fluorosilic acid from Alexander Chemical Corporation, Peru, Illinois, in the amount of \$112,000.

BACKGROUND

The fluorosilic acid contract was bid in February 6, 2014 and Alexander Chemical Corporation was the only bidder. The 2017 contract extension was approved on February 20, 2017. This will be the final contract extension.

The City of Kalamazoo has been adding fluoride to the public drinking water supply since 1951. The decision to add fluoride was based on several studies and the recommendation of the State of Michigan Department of Public Health.

The addition of fluoride to public water supplies in the United States has been shown in numerous studies to significantly improve overall dental health and substantially reduce the incidence of dental cavities. The use of fluoride in public drinking water supplies has also been characterized by the Center for Disease Control and Prevention (CDC) as one of the top ten public health advancements in the last 100 years; and is strongly supported by local, state and federal agencies and the American Dental Association (ADA).

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation or additional public input.

FISCAL IMPACT

The term of this contract begins March 1, 2018 and expires February 28, 2019. Funds in the amount of \$112,000 for the purchase of fluorosilic acid are included in the 2018 Water Division Budget. The 2018 portion of this one-year contract will be \$92,000.00 and the 2019 portion will be \$20,000.00.

ALTERNATIVES

An alternative would be to discontinue addition of fluoride to the drinking water. Given the documented benefit to the overall dental health of City water customers, discontinuing the use of fluoride is not recommended. While addition of fluoride to the City's water supply is not required, it is regulated by the Michigan Department of Environmental Quality (MDEQ). If the City would discontinue the use of fluoride, notification would have to be made to the MDEQ.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Wendy M. Burlingham, Administrative Support Manager

DATE: 12/20/2017

SUBJECT: Cemetery Business Plan

RECOMMENDATION

It is recommended that the City Commission approve a sole source contract with Monument Engineering Group Associates, Inc. for the development of a Cemetery Business Plan in the amount of \$117,000; and approval of a budget appropriation in same amount.

BACKGROUND

Public Services is recommending MEGA and their team to conduct a business and financial plan to allow the City to identify current assets and potential program improvements, resource allocation and necessary capital improvements at the cemeteries.

Staff spoke extensively with MEGA and their associates regarding the needs of the cemeteries. MEGA is able to pull together a team of highly qualified individuals who will be able to develop the business and financial plan.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation or additional public input.

FISCAL IMPACT

Funds for the Cemetery Business Plan is available with the cemetery's perpetual care fund.

ALTERNATIVES

There are no viable alternatives as this time.

ATTACHMENTS:

	Type	Description
▣	Proposal	Proposal
▣	Aerial Photo	Sole Source



**A SERVICE DISABLED
VETERAN OWNED
SMALL BUSINESS**

Date January 12, 2018

MEGA Proposal No: PR-17-173

Wendy Burlingham
City of Kalamazoo
Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007 - 4796

**RE: Planning and Engineering Services
Planning for City of Kalamazoo Cemeteries
Riverside and Mountain Home Cemeteries
Kalamazoo, MI**

Ms. Burlingham,

The team of Monument Engineering Group Associates, Inc., (MEGA), G.H. Forbes Associate Architects (Forbes) and Lemasters Consulting (Lemasters) is pleased to present this proposal to City of Kalamazoo (Client) for Planning, engineering and financial planning services. These services are in relationship to the City of Kalamazoo Proposal Business Planning for City of Kalamazoo Cemeteries.

PROJECT DESCRIPTION / UNDERSTANDING

MEGA understands the project will be an analysis of two existing City owned and operated cemeteries (Riverside and Mountain Home Cemeteries). This analysis will look at various aspects of the cemeteries with respect to capital improvements for both short and long-term planning as well as the financial status of the cemeteries. The analysis will also look for and identify potential expansion of each cemetery as well as the possible development of other City owned properties into new cemeteries.

Our team is proposing a Phased approach to the scope of services being requested herein. This will allow the City some flexibility in moving forward with subsequent phase of the proposal as progress is made. As the base part of the proposal is completed, the City will have necessary information to decide if subsequent phases of proposal should be executed.

We are proposing a base scope of services (Base) with 3 optional scope of services (Options 1, 2 and 3). All of which are identified below.

**Planning for City of Kalamazoo Cemeteries
Riverside and Mountain Home Cemeteries
Kalamazoo, MI**

GENERAL OBJECTIVES:

1. Determine a plan of how to best accomplish short and long-term capital improvement priorities as listed below: **(MEGA/Forbes) BASE**
 - o Streets **(MEGA)**
 - o Retaining walls **(MEGA)**
 - o Trees* **(MEGA)**
 - o Headstones and/or Foundations* **(MEGA)**
 - o Buildings **(Forbes)**
 - o Storm Water **(MEGA)**
 - o Water Irrigation* **(MEGA)**
 - o Erosion* **(MEGA)**
 - o Handicapped access to Veteran's Memorial Project **(MEGA)**
 - o Identify and review current mausoleums for condition and future repair and include long term maintenance. **(Forbes)**
 - o Existing areas with new development potential **(MEGA)**
 - o Any other areas identified in research. **(MEGA/Forbes)**

**The City of Kalamazoo will plan for this work; however, costs will need to be factored into the financial plan.*
2. Review current rules, regulations and ordinances for compliance with the State of Michigan regulations. **(Lemasters) BASE**
 - 2.5.0 Review of current contracts and forms for both cemeteries and recommend any necessary changes, if any. **(Lemasters) BASE**
3. Review perpetual care fund and investment strategy for stability and investment practices to ensure perpetuity, and make recommendations for revisions or changes. **(Lemasters) BASE**
4. Investigate possibility of changing current allotment for perpetual care in light of current level of stability. **(Lemasters) Option 1**
5. Investigate possibility of developing a two-pronged revenue strategy, including necessary capital improvements, for long-term financial stability of the cemeteries, and make recommendations for sustainable revenue strategy. **(Lemasters) Option 1**
6. Identify Cemetery boundaries; identify areas for possible development at Riverside Cemetery. **(MEGA/Forbes) BASE**
7. Assess current ideas for new development potential (one site only), and make recommendations in light of service to our community and good financial stewardship. **(Forbes) Option 2 & 3**
 - o Conservation Cemetery as defined by the Green Burial Council.
 - o Columbarium
 - o Cremated Remains Garden
 - o Cremated Remains Scatter Wall
8. Research Conservation Burials.
 - o Include investigation on public safety/health. **(MEGA/Forbes)**
 - Water Supply **(MEGA)**
 - Contaminants **(Forbes)**
 - o Identify liabilities and restrictions **(Forbes)**

**Planning for City of Kalamazoo Cemeteries
Riverside and Mountain Home Cemeteries
Kalamazoo, MI**

- Contaminants
 - Diseases
 - o Determine feasibility within our community.
(MEGA/Forbes/Lemasters)
 - Potential use of Allied Site located at 401 E. Cork Street.
Option 3
 - Potential use of other locations within the City of Kalamazoo.
Option 3
 - o Cite most up to date information, including information not already cited by the Green Burial Council **(Forbes)** **Option 2**
 - o Make recommendations as to safety and feasibility of a Conservation Cemetery for our community, in light of public health.
(MEGA/Forbes/Lemasters) **Option 2**
9. Investigate potential for grant opportunities for any capital improvement programs or any objectives listed whether for historical improvements, new or otherwise. **(Forbes)**
BASE

SCOPE OF SERVICES

Per your request MEGA will provide Planning and engineering services as they relate to this project and in accordance with the RFP, government and local agency requirements. Per the RFP the following is a list of General Objectives to be covered in our services:

1. Short and Long-term Capital Improvements:

MEGA will provide an extensive look at both cemeteries in regards to the existing condition of the infrastructure and how to spend future capital dollars for both short and long-term planning. We understand that some of these items will be planned directly by the City of Kalamazoo based on recommendations from our investigation.

MEGA/Forbes will conduct a thorough survey of both cemetery sites to analyze each component listed in the general objectives above. The survey will consist of conducting a boundary and topographical survey of each site as well as the assessment of certain structures on each site. This will provide the base data need for the assessment of each cemetery. It will also function as a basis of existing conditions from which all future planning can take place.

Additionally, on site assessments will be made of other components not covered in the topographic survey. This will be use to assess the condition of parts of the infrastructure. In more detail, the following item will be covered as follows:

- Streets –
 - o Topographical survey supplemented with pavement management per the PASER techniques.
- Retaining walls -
 - o Topographical survey with onsite analysis of actual condition of the walls.
- Trees* -

**Planning for City of Kalamazoo Cemeteries
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Kalamazoo, MI**

- A tree survey can be conducted to tag, locate and identify all trees on site along with a condition assessment of each tree. This will allow the City to plan accordingly (currently not included in scope of work).
- Headstones and/or Foundations* -
 - Areas of headstones will be outlined only. Individual headstones will not be located during the survey. An optional fee can be provided upon request.
- Buildings –
 - All buildings can be assessed to identify necessary maintenance and repairs to be accounted for in capital planning.
- Storm Water –
 - All storm sewer structures and appurtenant will be located during the survey along with areas of poor drainage, from which recommendations can be made.
- Water Irrigation* -
 - Irrigation structures can be located based on grounds staff marking the heads. This can be supplemented by any record information provided by the City. This can be used for future planning by the City.
- Erosion -
 - Areas of erosion and or potential erosion will be identified during the topographical survey. Recommendations will be provided in the final report.
- Handicapped access to Veteran's Memorial Project –
 - The survey will identify areas that are not Americans with Disabilities Act (ADA) compliant. Recommendations will be provided in the final report.
- Identify and review current mausoleums for condition and future repair and include long term maintenance. –
 - All buildings can be assessed to identify necessary maintenance and repairs to be accounted for in capital planning.
- Existing areas with new development potential –
 - The survey will also identify areas that are not currently buried, void of any use and or potential for re-working to provide for new development. These areas may include: areas void of headstones, poor road geometry, oversized maintenance areas, dead trees,
- Any other areas identified in research –
 - During the course of the above-mentioned services a certain amount of research will be conducted through record information and onsite. There is a potential for discovering items not specifically listed above that may be of interest to the City for further consideration. In as such, these items will be identified and addressed to what they are and what the possible interest may be.

* City staff will be directly responsible for these items.

**Planning for City of Kalamazoo Cemeteries
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2. State of Michigan regulations:

- Provide a code compliance report as it pertains to existing rules and regulations from the State of Michigan and any other agency having jurisdiction.
- Review of current contracts and forms for both cemeteries.

3. Review perpetual care fund:

- Review perpetual care fund and investment strategy for stability and investment practices to ensure perpetuity, and make recommendations for revisions or changes.

4. Investigate changing current allotment for perpetual care fund:

- Investigate possibility of changing current allotment for perpetual care in light of current level of stability.

5. Investigate a two-pronged revenue strategy:

- Investigate possibility of developing a two-pronged revenue strategy, including necessary capital improvements, for long-term financial stability of the cemeteries, and make recommendations for sustainable revenue strategy.

6. Areas for possible development at Riverside Cemetery:

- Areas of possible development at Riverside Cemetery will be identified during the topographical and boundary survey as outlined in item No. 1 above.

7. Assess current ideas for new development potential:

- During the ground survey and assessment of the existing structures onsite (buildings, mausoleums, etc.) and assessment will be made. This assessment and subsequent recommendation will be made with regards to the following:
 - Conservation Cemetery as defined by the Green Burial Council.
 - Columbarium
 - Cremated Remains Garden
 - Cremated Remains Scatter Wall

8. Conservation Burials:

- Conservation burials as defined by the Green Burial Council will be investigated and a summary report provided with regards to the following:
 - Public safety/health.
 - Water Supply
 - Contaminants
 - Identify liabilities and restrictions
 - Contaminants

**Planning for City of Kalamazoo Cemeteries
Riverside and Mountain Home Cemeteries
Kalamazoo, MI**

- Diseases
- o Determine feasibility within our community.
 - Potential use of Allied Site located at 401 E. Cork Street.
 - Potential use of other locations within the City of Kalamazoo as defined by the City.
- o Cite most up to date information, including information not already cited by the Green Burial Council
- o Make recommendations as to safety and feasibility of a Conservation Cemetery for our community, in light of public health.

9. Grant opportunities:

- Grant opportunities from local State and Federal agencies will be explored with possible opportunities summarized for further investigation by City staff.

MEETINGS

MEGA will attend meetings at the client's request. MEGA will charge hourly for meetings necessary for this project. Time associated with meeting preparation, attendance, travel (to and from) and follow up will be tracked and billed separately on an hourly basis.

TIMEFRAME

MEGA will commence working within four (4) weeks of authorization. MEGA will coordinate with client on additional timeframes and deadlines throughout the development process.

DELIVERABLES

- Final report detailing all findings as it relates to goals and objectives herein with line item costs for each.
- A survey of each cemetery, with long-term markers placed to identify less-obvious boundaries.
- A plan narrative outlining the pros and cons for all recommended development ideas and identification of a phased approach for various stages of development. A detailed cost estimate for each stage should be provided.
- Complete report of investigation for the potential for grant opportunities for any capital improvement programs or any objectives listed whether they be for historical improvements, new or otherwise.
- Conceptual level drawings of any proposed improvements or physical changes. A timeline to complete the Business Plan.

**Planning for City of Kalamazoo Cemeteries
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FEE SCHEDULE

MEGA is submitting the following fee schedule:

1.	Short and Long-term Capital Improvements (Base).....	\$90,500
2.	State of Michigan regulations (Base).....	\$6,000
2.5	Review Contracts/Forms for Cemeteries (Base).....	\$6,000
3.	Review perpetual care fund (Base).....	\$7,500
4.	Investigate changing allotment perpetual care fund.....	Included in #3
5.	Investigate a two-pronged revenue strategy (Op 1).....	\$2,500
6.	Riverside Cemetery redevelopment (Op 1).....	\$8,000
7.	New development potential (Op 2).....	\$8,500
	New Inventory Opportunities (Op 3).....	\$2,500
8.	Conservation Burials (Op 2).....	\$4,500
	Development of New Sites (Op 3).....	\$9,000
9.	Grant Opportunities (Base).....	\$1,500
10.	Final Reports and deliverable (Base)	\$11,500
11.	Meetings.....	\$Hourly

FURTHER CLARIFICATIONS, ASSUMPTIONS, AND EXCLUSIONS

1. Engineering of specific site/building design is not included in this proposal.
2. Client will provide legal description of the property to be surveyed. Warranty deed descriptions are required and not tax descriptions.
3. Client will provide title work and or easement documentation for all easements affecting the property. MEGA can coordinate a title search of the property for a separate fee.
4. Client will coordinate submittals with local agencies having jurisdiction. MEGA will assist in application preparation.
5. Site is properly zoned for the intended use.
6. Our services do not include design of any retaining wall systems.
7. The CLIENT shall pay all application, review, and permit fees for the project.
8. No off-site utility or road work will be necessary to develop the site beyond that specifically stated in this proposal.
9. There are no wetlands on this site.
10. There is not a floodplain on this site.
11. Easement document preparation is not included.
12. Setting of property corners or individual lots is not included.
13. The CLIENT / architect shall be responsible for all electrical / mechanical design services, as well as Building Floor Plans / elevations, and architectural services, and landscape architectural services.
14. Landscape architecture services or a landscape plan are not included in this proposal.
15. This proposal does not include the design of any pump stations.
16. Soils investigation is not included. However, it is highly recommended that a soils investigation be conducted to aid in final design requirements.
17. Client will provide MEGA with a hard and electronic copy of any related drawings in ACAD version 2016 or earlier if available.

**Planning for City of Kalamazoo Cemeteries
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18. Site Lighting services are not included. Site lighting if required will be designed by others.
19. A traffic study is not anticipated to be required nor included in this proposal.
20. An environmental impact assessment is not anticipated to be required nor included in this proposal.
21. MEGA makes no guarantees that the site can be designed and approved as originally conceived.
22. It is expressly agreed that the CLIENT's maximum recovery against MEGA relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of MEGA's fee (for the task in question) and that an award of damages not to exceed such fee is CLIENT's sole and exclusive remedy against MEGA. Under no circumstance shall MEGA be liable for client's loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where MEGA's fee exceeds \$25,000 CLIENT's maximum recovery against MEGA will not exceed \$25,000.
23. This proposal is valid for a period of 60 days from the date of this proposal.
24. Printing of plan sets will be considered a reimbursable expense. Prints will be charged at a rate of \$2.00/24x36 and \$1.00/all other sizes.
25. Postage and delivery charges will be considered a reimbursable expense.

PAYMENT

Payment shall not be contingent upon sale, any transactions, or third parties concerning the property. Over-due invoices are subject to interest at the rate of 1-1/2% per month from said thirtieth day, and in addition, the surveyor may, after giving seven days written notice to the client, suspend services under this agreement until the surveyor has been paid in full.

**Planning for City of Kalamazoo Cemeteries
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AUTHORIZATION

If the above scope of work is representative of your expectations, please sign and return one copy of this proposal for our records. MEGA appreciates the opportunity to provide engineering services for the above-mentioned project. We look forward to working with you on this project.

Sincerely,

Monument Engineering Group Associates, Inc.



Allan W Pruss, PE, PS
President

"CLIENT"

By: _____
Printed _____
Name: _____
Title: _____
Dated: _____
Email: _____
Phone: _____
Fax: _____

CITY OF KALAMAZOO SOLE SOURCE PURCHASE

DATE January 12, 2018

DEPARTMENT: Public Services DIVISION: Cemetery

VENDOR: Monument Engineering Group Associates

CONTACT PERSON: Allan Pruss, PE, PS,
President

VENDOR'S ADDRESS: 638 S Grand Avenue, Fowlerville, MI 48836

PHONE NO: (517) 223-3512

GENERIC DESCRIPTION: Cemetery Financial and Business Plan

TOTAL COST \$ 117,000

OTHER VENDOR SOURCES CONTACTED:

1. N/A

WHY IS THE VENDOR THE SOLE SOURCE? (For definition, see reverse side)

Only firm able to provide specialized cemetery professional services

WHAT IS THE ITEM BEING USED FOR? Cemetery planning

WRITTEN CONFIRMATION FROM VENDOR SHALL BE ATTACHED.

AN MBE FIRM SHALL BE CONTACTED, IF KNOWN.

FREIGHT

Guaranteed delivery date: _____

FOB Destination: _____

Quotation obtained by:_____

FOB Delivered: _____

FOB Shipping Point:_____

FOB Pick-up:_____

Is the proposed vendor an MBE, WBE or DBE firm? YES _____ NO _____

Sole Source: A single source supplier is defined as the only acceptable vendor who is able to furnish a certain item or service. When the using agency recommends a sole source purchase, the justification must be documented in writing and submitted to Purchasing with sufficient time to verify the need.

COMMENT: A sole source procurement exists when:

1. There is a lack of responsible competition for a commodity or service which is vital to the operation and best interest of the City;
2. A vendor possesses exclusive and/or predominant capabilities;
3. A product or service is unique and easily established as one-of-a-kind;
4. There is a patented feature providing a superior utility not obtainable from similar products;
5. A proprietary right exists and the product is available from only one prime source and not merchandized through wholesalers, jobbers or retailers.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

PREPARED BY: Thomas C. Skrobola, Director of Management Services/Chief Financial Officer

DATE: 1/20/2018

SUBJECT: Agreement with Merion Capital, LLC for Investment Consulting Services

RECOMMENDATION

It is recommended that the City Commission approve an agreement with Merion Capital, LLC, to provide investment consulting services for the City's Employee Retirement System and Perpetual Care Investment Trust through December 31, 2018, and to increase the FY 2018 Budgeted appropriations for the Pension System by \$86,000.

BACKGROUND

Merion Capital, LLC, owned by Chris Ruppel, is located in Portage, Michigan, and has been providing investment consulting services to the City of Kalamazoo Employee's Retirement Investment Committee (RIC) for over 15 years. Prior to that, Mr. Ruppel served on the RIC for over a decade.

The proposed Agreement increases Merion Capital's annual fixed fee from \$117,000 to \$186,000. This increase is supported by industry research that indicates that the normal fees for investment consulting service would be substantially higher than the proposed amount.

In April 2017, the City Commission authorized Merion Capital's annual fee of \$117,000, based on the recommendation of the Retirement Investment Committee (RIC), which oversees Merion Capital's work. Research indicated that the newly adjusted rate was still less than half the market rate for investment advisory services.

The RIC recommendation also indicated that Merion Capital's fees should be adjusted again in 2018 after an updated review of year-end 2017 City of Kalamazoo Pension and Retiree Health Care assets, as well as comparable market rates for investment advisory services. This updated analysis indicates that the proposed fee is still below market rates for investment advisory services, and would be among the lowest effective rates for institutional funds in the State of Michigan as a percentage of system assets.

This proposed new fee would require the increase of Pension System budgeted expenses by \$86,000 for 2018. Given that the resulting fee is still well below the industry standard, the proposed Agreement is very reasonable.

Moreover, Merion Capital has provided outstanding service for over 20 years directly to the RIC, the City's Chief Financial Officer and his staff, and indirectly to the retirees, beneficiaries and indeed the entire community of Kalamazoo. The owner of Merion Capital, Mr. Chris Ruppel, provides responsive service and highly effective business intelligence and analytics.

Mr. Ruppel's reporting "decks", provided quarterly to the RIC, help to "unwrap" how the RIC has provided double-digit investment returns for 35 years, with Mr. Ruppel serving most of those years as a RIC member or advisor to the RIC.

COMMUNITY RESOURCES CONSULTED

At a special meeting on March 17, 2017 the Retirement Investment Committee voted unanimously to recommend that the City update Merion Capital's fees in 2018 based on updated year-end 2017 research.

FISCAL IMPACT

This proposed new fee would result in increased Pension System expenses of \$86,000 for 2018, and the FY 2018 Budgeted appropriations for the Pension Fund would be increased accordingly.

ALTERNATIVES

The City Commission could reject the proposed Agreement with Merion Capital, LLC, and instruct the Administration to negotiate a lower cost. This is not recommended since market analysis of Michigan-based institutional funds indicates that the proposed cost is lower than the industry standard, with a proven and highly effective service level.

ATTACHMENTS:

Type	Description
▣	Correspondence MerionCapitalLLC.2018ProposedFee

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Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: John P. Paquin, Water Resources Division Manager

DATE: 1/18/2018

SUBJECT: Wellhead Protection Program Grant Assistance Contract with the Michigan Department of Environmental Quality

RECOMMENDATION

It is recommended that the City Commission approve an agreement with the Michigan Department of Environmental Quality for a Wellhead Protection Grant in the amount of \$70,000 and authorize the City Manager to sign the original contract document prepared by the Michigan Department of Environmental Quality (MDEQ) associated with the Wellhead Protection Grant Program.

BACKGROUND

The City of Kalamazoo Wellhead Protection Grant Proposal Application was approved and awarded the requested amount of \$70,000 by MDEQ for the period of October 1, 2017 through September 30, 2018. The contract agreement is in the amount of \$140,000, reflecting the City match of \$70,000 from previous wellhead protection work. This is the 17th year that the City has been awarded funds from the MDEQ Wellhead Protection Grant Program. Designated activities include: Groundwater contamination study for Water Pumping Station No.11, a contaminant site GIS layer, and continuation of the public education and outreach program, including movie theater ads, radio ads, Metro Bus Ad campaign, social media, and enhancements to the www.protectyourwater.net website.

COMMUNITY RESOURCES CONSULTED

The City of Kalamazoo Wellhead Protection Committee assisted in the selection of grant eligible activities for the proposal. Committee members represent the areas of municipal government, local health department, City Fire Marshal, business and industry, agriculture, education, environmental organizations, and the general public.

FISCAL IMPACT

Funds to temporarily cover project costs during the interim period prior to reimbursement from MDEQ are available in the 2017 and 2018 Water budget.

ALTERNATIVES

An alternative would be to not accept the \$70,000 funding from MDEQ and implement wellhead protection activities on a total city cost basis with no reimbursement from the MDEQ; this is not recommended.

ATTACHMENTS:

Type	Description
▣	Agreement Wellhead Protection Program Grant Agreement



**WELLHEAD PROTECTION PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND City of Kalamazoo**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), Drinking Water and Municipal Assistance Division ("State"), and **City of Kalamazoo** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1076, PA 399, as amended, Legislative appropriation of Funds for grant assistance is set forth in Public Act 107 of 2017. This Agreement is subject to the terms and conditions specified herein.

Project Name: Wellhead Protection Match from Previous Expenditures: \$70000.00
Amount of grant: \$70000.00 % of grant state \$0 / % of grant federal: 100%
Amount of match: \$70000.00= 50% PROJECT TOTAL: \$140000.00 (grant plus match)
Start Date (date executed by DEQ): October 1, 2017 End Date: September 30, 2018

GRANTEE CONTACT:

John Paquin
Name/Title
City of Kalamazoo
Organization
1415 N. Harrison St.
Address
Kalamazoo, Michigan 49007
Address
(269) 337-8737
Telephone number
(269) 337-8535
Fax number
PaquinJ@kalamazoocity.org
E-mail address
38-6004-627
Federal ID number
Grantee DUNS number

STATE'S CONTACT:

Jason Berndt, Environmental Quality Specialist
Name/Title
Source Water Unit
Division/Bureau/Office
2100 West M-32
Address
Gaylord, Michigan 49735-9282
Address
(989) 705-3420
Telephone number
(989) 731-6181
Fax number
Berndtj1@michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Eric J. Oswald, Director, Drinking Water and Municipal Assistance
Division

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with

the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) Where feasible, all products shall acknowledge that the project was supported in whole or in part by the United States Environmental Protection Agency (USEPA). The contents of this document do not necessarily reflect the views and policies of the USEPA, nor does the USEPA endorse trade names or recommend the use of commercial products mentioned in this document.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations

under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) The Grantee is committed to the match percentage on page one of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page one of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

XXIV. FEDERAL FUNDING REQUIREMENTS

A maximum of 100 % of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Capitalization Grants for Safe Drinking Water Revolving Fund and the CFDA number is 66.468. The federal grant number is FS-975487-16, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

- (A) Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality, at the following address:

Michigan Department of Environmental Quality
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.
- (C) **Consultant Cap/Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2017, the limit is \$622.69 per day and 77.83 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) Establishing and Managing Subawards – The recipient agrees to:

1. Establish all subaward agreements in writing;
2. Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
3. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
4. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
6. Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
7. Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan

(E) Copyrighted Material. In accordance with 2 CFR 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(F) Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements. The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement FS975487-17 to DEQ. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

(G) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194.

(H) **Civil Rights Obligations.** The Recipient agrees to follow all civil rights statutes.

(I) **Drug-Free Workplace Certification for all EPA Recipients.** The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E, which recipients can access at <http://ecfr.gpoaccess.gov/>

(J) **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance , or to find other information about the Act.

(K) **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

(L) **Resource Conservation and Recovery Act (a.k.a. Recycled Products).** Consistent with the goals of section 6002 of RCRA (42 U.S. C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(M) **Trafficking in Persons.** Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(N) **MBE/WBE Requirements. Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).** The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 10% WBE 7.5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR Part 35 Subpart A and Subpart B Recipients.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the Internet at www.epa.gov/osbp.

The recipient agrees to comply with the contract administrations provisions of 40 CFR, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Responsibilities – Grantee

The Grantee, in accordance with the general purposes and objectives of this agreement, will:

- A. Provide for oversight of the project.
- B. Meet with the Wellhead Protection (WHP) Team quarterly as a minimum team requirement.
- C. Submit a signed copy of the Quarterly Grant Team Progress Report after each quarterly WHP team meeting. Quarterly reports shall be sent to the MDEQ, Drinking Water and Municipal Assistance Division, Drinking Water and Environmental Health Section, Source Water Unit, Gaylord Field Office, 2100 W. M-32, Gaylord, MI 49735-9282. The contact person is the Wellhead Protection Program Coordinator, Jason Berndt, who can be reached at 989-705-3420 or by e-mail at berndtj1@michigan.gov. If a Financial Status Report form is not submitted, the quarterly report shall include a statement that the request for payment is not being made as part of the Quarterly Grant Team Progress Report.
- D. Utilize all report forms and reporting formats required by the State.
- E. Complete for State approval the items listed in "Table 2: Grant Tabulation 2018."



Project Specific Requirements – Appendix A Continued

Michigan Department of Environmental Quality
Drinking Water and Municipal Assistance Division
Drinking Water and Environmental Health Section
Source Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM
PROGRAM BUDGET – COST DETAIL SCHEDULE**

Program	Budget Period		Date Prepared
Wellhead Protection Grant Assistance	October 1, 2017 to September 30, 2018		11/27/2017
Local Agency City of Kalamazoo			
Description	Grant Assistance	Local Funds	Previous Expenditures
See attached "Table 2: Grant Tabulation 2018" for City of Kalamazoo	<u>\$70000.00</u>	<u>\$0.00</u>	<u>\$70000.00</u>

Completion is a Condition of Funding
Authority: 1976 PA 399



Project Specific Requirements – Appendix A Continued

Michigan Department of Environmental Quality
Drinking Water and Municipal Assistance Division
Drinking Water and Environmental Health Section
Source Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM
PROGRAM BUDGET SUMMARY**

Program		Budget Period			Date Prepared
Wellhead Protection Grant Assistance		October 1, 2017 to September 30, 2018			11/27/2017
Local Agency City of Kalamazoo					
Address 1415 N. Harrison St.		City Kalamazoo	State MI	Zip Code 0	Federal Identification No. 38-6004-627
	SOURCE OF FUNDS			TOTAL BUDGET	
1.	State Agreement			<u>\$70,000.00</u>	
2.	Local Match			<u>\$ 0.00</u>	
3.	Local Previous Expenditures			<u>\$70,000.00</u>	
4.	TOTAL FUNDING			<u>\$140,000.00</u>	

Completion is a Condition of Funding
Authority: 1976 PA 399

The Department, under the terms of this agreement, will provide funding not to exceed \$70,000.00.

Expenditures must be grant eligible in accordance with Rules 325.12812 through 325.12820, Part 28 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended

TABLE 2: Grant Assistance Tabulation 2018

Contract Period October 1, 2017 to September 30, 2018

City of Kalamazoo

Water Supply Name

DEQ USE ONLY

Previous Expenditures: \$ 101,580.83

Previous Expenditures to be used this contract period: \$ 70,000.00

Remaining Previous Expenditures/future local match: \$ 31,580.83

(A)	(B)	(C)	(D)	(E)
Grant Eligible Activities	Deliverable	Activity Cost	Requested Grant Assistance	Local Match Local Funds Previous Expend.
PREVIOUS EXPENDITURES TO BE USED THIS CONTRACT PERIOD:	DEQ approved previous expenditures		\$0	\$0
www.protectyourwater.net website routine operations and maintenance updates	Website O&M written summary report, website modifications	\$6,000.00	\$6,000.00	\$0
Continuation of movie theater ads at Celebration Cinema and Kalamazoo 10 Theaters, including contest with KRESA	Written summary report and ads in theaters and website	\$14,000.00	\$14,000.00	\$0
Continuation of radio campaign	Written summary report/ copy of ads	\$7,000.00	\$7,000.00	\$0
Continuation of Metro Bus Placard Ad Campaign on 6 buses (2 different messages/3 buses each)	Photos/images and brief written summary	\$7,000.00	\$7,000.00	\$0
Contaminant Source Inventory GIS Layer	GIS Layer of Selected CSI Information	\$3,250.00	\$3,250.00	\$0
Social Media outreach strategy, including advertisements	Invoices and strategy materials	\$5,750.00	\$5,750.00	\$0
Contaminant Source/Transport Study for Chlorinated Solvent Plume near WPS 11	Summary Report and Recommendations	\$27,000.00	\$27,000.00	\$0
Total		\$70,000.00	\$70,000.00	\$0.00

Attention: Amendments to this table must be requested in writing at least 2 months prior to contract expiration and cannot increase the total contract amount.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: 1/12/2018

SUBJECT: 5937 W. Main Water Utility Easement

RECOMMENDATION

It is recommended that the City Commission approve and accept the easement with TMV Properties, LLC for water main modified as part of the with TMV Properties, LLC Construction Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement and the release of three existing easements.

BACKGROUND

A portion of the existing water main for TMV Properties, LLC at 5937 W. Main was abandoned to construct a building addition. The existing water main loop had three easements recorded for it. Since the construction split the loop, two new easements, one for each section of watermain are being requested while the three existing easements will be released. As all public water mains and sanitary sewer are required to be in a dedicated easement or public right of way, TMV Properties, LLC in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisor board consultation or additional public input.

FISCAL IMPACT

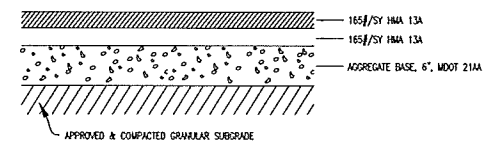
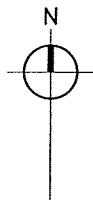
The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$100 for consideration for the grant of the easement as this project was solely contribution in aid.

ALTERNATIVES

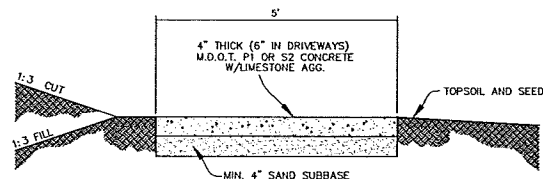
While the City Commission could decline to authorize the City Manager to execute this agreement, doing so is not recommended.

ATTACHMENTS:

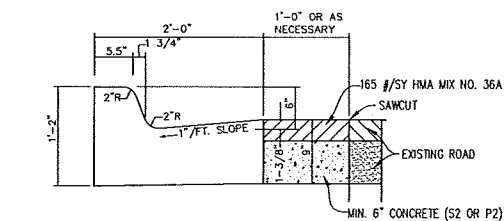
	Type	Description
▣	Concept Plan	Project Plan
▣	Easement	Easement Agreement
▣	Easement	Existing Easement
▣	Easement	Release of Easement



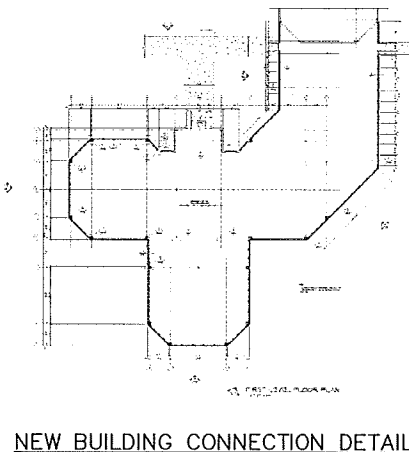
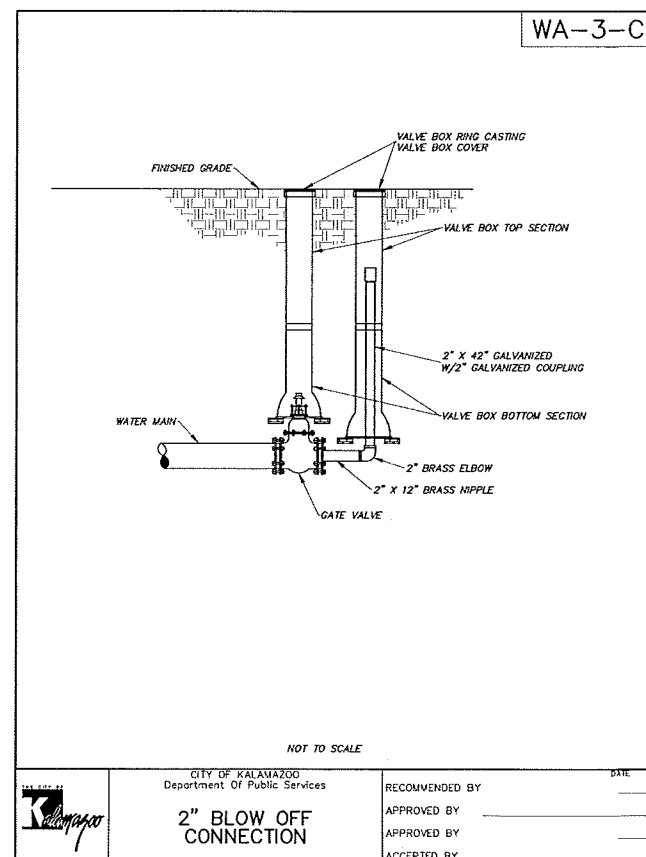
HMA CROSS SECTION
SCALE: NONE



CONCRETE SIDEWALK DETAIL
SCALE: NONE

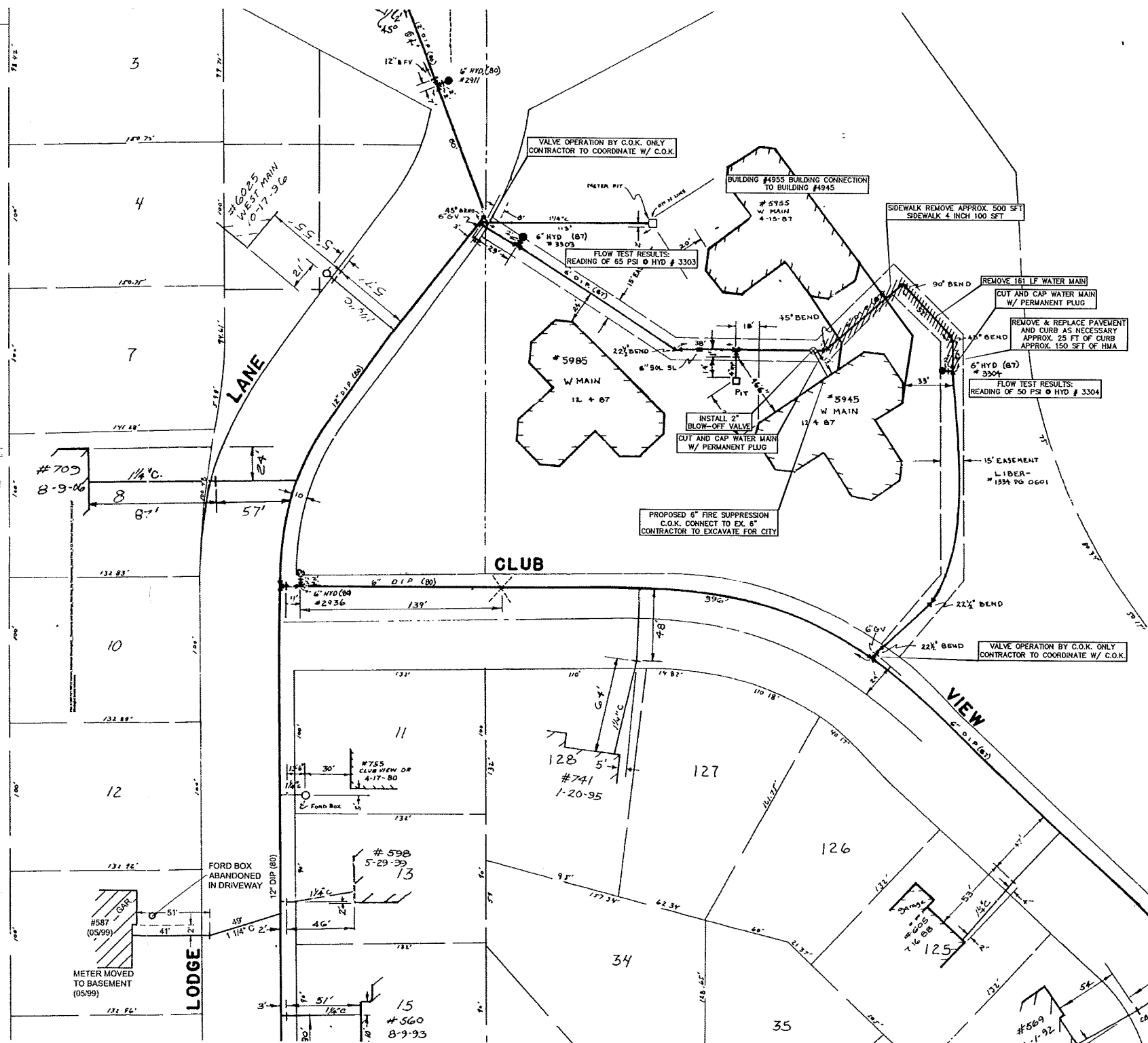


CONCRETE CURB & GUTTER DETAIL F4
SCALE: NONE



NEW BUILDING CONNECTION DETAIL

WATER MAIN WORK SHALL COMPLY WITH CITY OF KALAMAZOO SPECIFICATIONS



- UNDERGROUND UTILITIES AS SHOWN HEREON WERE LOCATED USING OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- LOCATIONS OF PROPERTY LINES SHOWN ON THIS DRAWING ARE APPROXIMATE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH MDOT, COMSTOCK, AND PREIN&NEWHOF STANDARD SPECIFICATIONS.

SCALES:
HOR. 1" = 40' (CONTOURS AT ONE FOOT INTERVALS)
VER. 1" = 4'



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NO.	REVISIONS	BY	DATE	DRAWN
1	CITY OF KALAMAZOO REVIEW	RMR	5/2/17	DRG
2	BID SET	RMR	06/09/17	DRG
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Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

VERNON GROUP
LOCATED IN SECTIONS 13&14, T. 2 S., R. 12 W.
OSHTIEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN
5946 WEST MAIN WATER MAIN CUT AND PLUG
PLAN VIEW

PROJECT NO.
2170218
SHEET NO.
1 OF 1

WATER MAIN EASEMENT

The undersigned owner of the within described property, TMV Properties, LLC, a Michigan limited liability company, 5937 W. Main St., Kalamazoo, MI 49009, hereinafter designated "GRANTOR", in consideration of the sum of only \$1.00, receipt of which is hereby acknowledged, hereby gives, grants, releases and conveys to the Charter Township of Oshtemo, Kalamazoo County, Michigan, a municipal corporation, whose principal address is 7275 W. Main Street, Kalamazoo, MI 49009, and to the City of Kalamazoo, Kalamazoo County, Michigan, a municipal corporation, whose principal address is 241 West South Street, Kalamazoo, MI 49007, hereinafter designated "GRANTEE", a public easement for the purpose of constructing, installing, repairing, maintaining and otherwise operating a public water distribution system and appurtenances over, across, under and through the following described parcel of land situated in the Township of Oshtemo, Kalamazoo County, Michigan and more particularly described as follows:

(See Exhibit "A" Sketch Attached)

The Grantee herein, their agents or assigns, shall have the right to enter upon the aforescribed parcel as well as upon sufficient land adjacent thereto for the purpose of construction, operation, maintenance, repair and/or replacement of the public water distribution system and appurtenances located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted except for damages caused by the willful misconduct or gross negligence of the Grantees, their agents or assigns. Any surface improvements, other than trees, shrubbery or other plantings, disturbed by any such permitted activities of Grantees, shall be restored by Grantee to a condition reasonably similar to that previously existing prior to any such activity.

The easement area shall not hereafter be improved by Grantor, their agents or assigns, with any permanent buildings or structures without the previous consent of the Grantee. The foregoing shall not, however, prohibit the improvement of the easement area for driveway, surface parking or landscaping purposes, except for trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

The parties hereto have executed this Easement this 11TH day of DECEMBER, 2017.

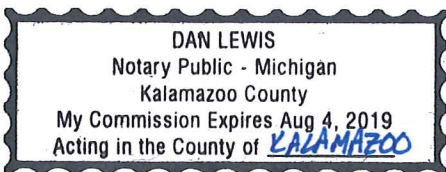
TMV Properties, LLC
a Michigan limited liability company

By: Matthew Vernon
Its: MEMBER

By: _____
Its: _____

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) ss.

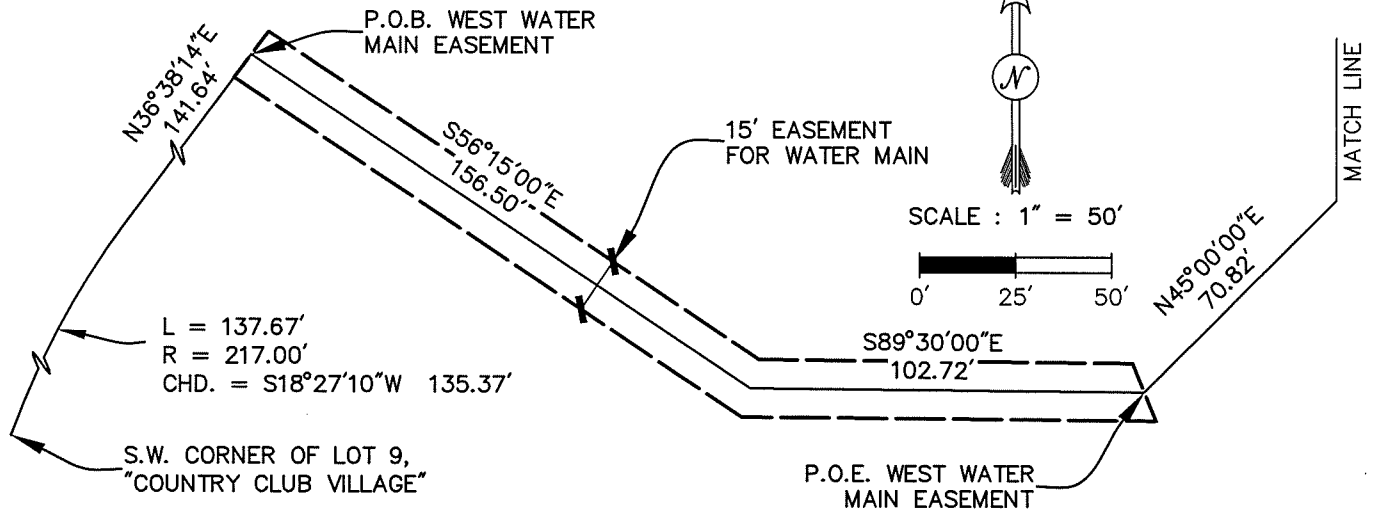
The foregoing instrument was acknowledged before me this 11TH day of DECEMBER, 2017, by MATTHEW VERNON, MEMBER of TMV Properties, LLC, a Michigan limited liability company, on behalf of the company.



Dan Lewis
Notary Public
KALAMAZOO County, Michigan
Acting in KALAMAZOO County
My Commission Expires: 8-4-19

Drafted by:
Daniel G. Lewis, P.E.
Prein&Newhof
7123 Stadium Drive
Kalamazoo, MI 49009

EXHIBIT 'A' EASEMENT SKETCH

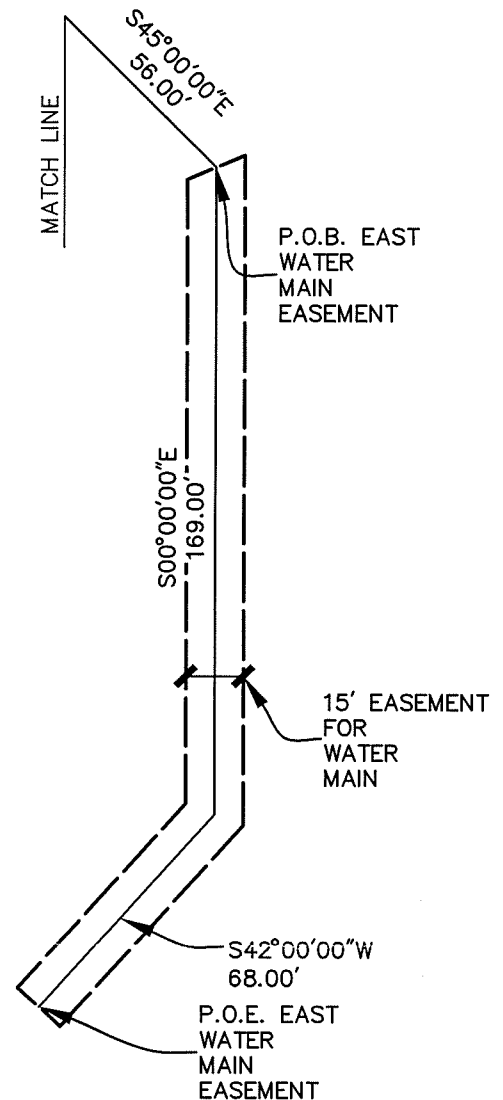


West Water Main Easement:

A 15.00 foot easement, located in the Southwest 1/4 of Section 13 and the Southeast 1/4 of Section 14, T. 2 S., R. 12 W., Oshtemo Township, Kalamazoo County, Michigan, for water main lying 7.50 feet either side of the following described center line: Commencing at the Southwest corner of Lot 9, Country Club Village, as recorded in Liber 26 of Plats on Page 24, Kalamazoo County Records; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet and a chord bearing North 18°-27'-10" East, 135.37 feet; thence North 36°-38'-14" East, 141.64 feet for the place of beginning of the easement hereinafter described; thence South 56°-15' East, 156.50 feet; thence South 89°-30' East, 102.72 feet to the point of ending.

East Water Main Easement:

A 15.00 foot easement, located in the Southwest 1/4 of Section 13 and the Southeast 1/4 of Section 14, T. 2 S., R. 12 W., Oshtemo Township, Kalamazoo County, Michigan, for water main lying 7.50 feet either side of the following described center line: Commencing at the Southwest corner of Lot 9, Country Club Village, as recorded in Liber 26 of Plats on Page 24, Kalamazoo County Records; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet and a chord bearing North 18°-27'-10" East, 135.37 feet; thence North 36°-38'-14" East, 141.64 feet; thence South 56°-15' East, 156.50 feet; thence South 89°-30' East, 102.72 feet; thence North 45°-00' East, 70.82 feet; thence South 45°-00' East, 56.00 feet for the place of beginning of the easement hereinafter described; thence South 169.00 feet; thence South 42°-00' West, 68.00 feet to the point of ending.



Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

7123 Stadium Drive
Kalamazoo, MI 49009
www.preinnewhof.com

t. (269) 372-1158
f. (269) 372-3411
info@preinnewhof.com

LOCATED IN : SECTION : 13 & 14
TOWN : 02 S RANGE : 12 W
OSHTEMO TOWNSHIP, KALAMAZOO
COUNTY, MICHIGAN

Date : 06/06/2017
Project No. 2170218

PAGE
1 OF 1

7- 7657
159

RE-RECORDED
LIBER 139831169
WATER MAIN EASEMENT

LIBER 13340603

The undersigned, Dykstra and Company, a Michigan Corporation of 3366 Burton Street, S.E., Grand Rapids, Michigan 49506, being the owner of the property hereinafter described, for and in consideration of the sum of \$1.00 and other good and valuable considerations paid to it by the Grantees, the receipt of which is hereby acknowledged, does hereby give and grant unto the Charter Township of Oshtemo, a Municipal Corporation whose principal office is at 7275 W. Main Street, Kalamazoo, Michigan 49009, its successors and assigns and the City of Kalamazoo, a Municipal Corporation, whose principal office is at 241 W. South Street, Kalamazoo, Michigan 49007, its successors and assigns, a public easement for the purpose of laying, construction, installing, repairing, maintaining and otherwise operating a public water distribution system, over, across, under and through the following described parcel of land situated in the Charter Township of Oshtemo, Kalamazoo County, Michigan, a more particularly described as follows:

[identical
to 1334
except 36°]

[Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sc. East 135.37 feet; thence North 36 deg. 38 min. 14 sc. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 102.72 feet; thence North 45 deg. 00 min. East 70.82 feet; thence South 45 deg. 00 min. East 56.0 feet; thence South 169.0 feet; thence South 42 deg. 00 min. West 68.0 feet to the point of ending.



The Grantee(s) herein, its (their) agents or assigns shall have the right to enter upon the aforescribed parcels for the purpose of construction, operation, maintenance, repair and/or replacement of the public water mains, located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges heren granted. Any surface or improvements disturbed by such activities of Grantee(s) shall be restored by Grantee(s) to a condition reasonably similar to that previously existing prior to any such activity.

NOTE: This easement is being re-recorded to correct error in description as underlined.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

JAN 19 1 29 PM '89

RE-RECORDED

[Signature]

[Signature]

AUG 19 3 12 PM '87

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

LIBER 1398PG1170
RE-RECORDED

LIBER 1334PG0604

The easement area shall not hereinafter be improved by Grantor(s), its (their) successors in title, agents or assigns with any permanent buildings or structures without the previous consent of the Grantee(s). The foregoing shall not, however, prohibit the improvement of the surface for driveway, surface parking or landscaping purposes except for trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

When applicable pronouns and relative words shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 1st day of July, 1987.

Signed in the presence of:

DYKSTRA AND COMPANY
(A Michigan Corporation)

Eleanor J. Cook
Eleanor J. Cook

Robert A. Dykstra
By: Robert A. Dykstra
Its: PRESIDENT

Beth Ann Visser
Beth Ann Visser

By: _____
Its: _____

STATE OF Michigan }
COUNTY OF Kent } ss.

The foregoing instrument was acknowledged before me this 1st day of July, 1987, by Robert A. Dykstra, a President of Dykstra & Company, a corporation, on behalf of the corporation.

Beth Ann Visser
Beth Ann Visser Notary Public
Kent County,
My Commission Expires: 4/25/88

Drafted by:
M. C. Harper
169-171 Portage St.
Kalamazoo, MI 49007

7- 7657

1398 1169
Re-recorded
with correction

LIBER 133480603

WATER MAIN EASEMENT

The undersigned, Dykstra and Company, a Michigan Corporation of 3366 Burton Street, S.E., Grand Rapids, Michigan 49506, being the owner of the property hereinafter described, for and in consideration of the sum of \$1.00 and other good and valuable considerations paid to it by the Grantees, the receipt of which is hereby acknowledged, does hereby give and grant unto the Charter Township of Oshtemo, a Municipal Corporation whose principal office is at 7275 W. Main Street, Kalamazoo, Michigan 49009, its successors and assigns and the City of Kalamazoo, a Municipal Corporation, whose principal office is at 241 W. South Street, Kalamazoo, Michigan 49007, its successors and assigns, a public easement for the purpose of laying, construction, installing, repairing, maintaining and otherwise operating a public water distribution system, over, across, under and through the following described parcel of land situated in the Charter Township of Oshtemo, Kalamazoo County, Michigan, a more particularly described as follows:

Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sec. East 135.37 feet; thence North 26 deg. 38 min. 14 sec. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 102.72 feet; thence North 45 deg. 00 min. East 70.82 feet; thence South 45 deg. 00 min. East 56.0 feet; thence South 169.0 feet; thence South 42 deg. 00 min. West 68.0 feet to the point of ending.

Correction
was
36

The Grantee(s) herein, its (their) agents or assigns shall have the right to enter upon the aforescribed parcels for the purpose of construction, operation, maintenance, repair and/or replacement of the public water mains, located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted. Any surface or improvements disturbed by such activities of Grantee(s) shall be restored by Grantee(s) to a condition reasonably similar to that previously existing prior to any such activity.

[Signature]

AUG 19 3 12 PM '87

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
CITY OF KALAMAZOO
RECORDED FOR FILE

The easement area shall not hereinafter be improved by Grantor(s), its (their) successors in title, agents or assigns with any permanent buildings or structures without the previous consent of the Grantee(s). The foregoing shall not, however, prohibit the improvement of the surface for driveway, surface parking or landscaping purposes except for trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

When applicable pronouns and relative words shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 1st day of July, 1987.

Signed in the presence of:

DYKSTRA AND COMPANY
(A Michigan Corporation)

Eleanor J. Cook
Eleanor J. Cook

Robert A. Dykstra
By: Robert A. Dykstra
Its: PRESIDENT

Beth Ann Visser
Beth Ann Visser

By: _____
Its: _____

STATE OF Michigan }
COUNTY OF Kent } ss.

The foregoing instrument was acknowledged before me this 1st day of July, 1987, by Robert A. Dykstra of Dykstra & Company, a President corporation, on behalf of the corporation.

Beth Ann Visser
Kent Beth Ann Visser Notary Public
County,
My Commission Expires: 4/25/88

Drafted by:
M. C. Harper
169-171 Portage St.
Kalamazoo, MI 49007

7- 6606

WATER MAIN EASEMENT

LICER 1309 PAGE 759

The undersigned, Dykstra and Company, a Michigan Corporation of 3366 Burton Street, S.E., Grand Rapids, Michigan 49506, being the owner of the property hereinafter described, for and in consideration of the sum of \$1.00 and other good and valuable considerations paid to it by the Grantees, the receipt of which is hereby acknowledged, does hereby give and grant unto the Charter Township of Oshtemo, a Municipal Corporation whose principal office is at 7275 West Main Street, Kalamazoo, Michigan 49009, its successors and assigns and the City of Kalamazoo, a Municipal Corporation, whose principal office is at 241 West South Street, Kalamazoo, Michigan 49007, its successors and assigns, a public easement for the purpose of laying, construction, installing, repairing, maintaining and otherwise operating a public water distribution system, over, across, under and through the following described parcel of land situated in the Charter Township of Oshtemo, Kalamazoo County, Michigan, and more particularly described as follows:

Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sc. East 135.37 feet; thence North (26) deg. 38 min. 14 sc. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 176.50 feet; thence South 22 deg. 15 min. East, 42.0 feet; thence South 119.0 feet; thence South 42 deg. 00 min. West, 68.0 feet to the point of ending.

Identical
to re-recorded
1398 1169
except 26°

The Grantee(s) herein, its (their) agents or assigns shall have the right to enter upon the aforescribed parcels for the purpose of construction, operation, maintenance, repair and/or replacement of the public water mains, located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted. Any surface or improvements disturbed by such activities of Grantee(s) shall be restored by Grantee(s) to a condition reasonably similar to that previously existing prior to any such activity.

CLERK-REGISTER

FEB 19 2 43 PM '87

MADE
BY
RECORD
BOOK

The easement area shall not hereinafter be improved by Grantor(s), its (their) successors in title, agents or assigns with any permanent buildings or structures without the previous consent of the Grantee(s). The foregoing shall not, however, prohibit the improvement of the surface for driveway, surface parking or landscaping purposes except for trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

When applicable pronouns and relative words shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 2nd day of FEBRUARY, 1987.

Signed in the presence of:

DYKSTRA AND COMPANY
A Michigan Corporation)

X

Carol R. Viergever
Carol R. Viergever

By:

Harry G. Wierenga
Harry G. Wierenga
Its: Vice President

Kurt C. Doecke
Kurt C. Doecke

By:

Its:

STATE OF Michigan }
COUNTY OF Kent } ss.

The foregoing instrument was acknowledged before me this 2nd day of February, 1987, by Harry G. Wierenga, Vice President of Dykstra & Company, a Michigan corporation, on behalf of the corporation.

Carol R. Viergever
Carol R. Viergever, Notary Public
Kent County, Michigan
My Commission Expires: January 10, 1990

DRAFTED BY
M.C. HARPER
169-171 PORTAGE ST
KAL MICH 49007

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that a certain Water Main Easement executed by Dykstra and Company, a Michigan Corporation, to the Charter Township of Oshtemo, Kalamazoo County, Michigan, a municipal corporation, and to the City of Kalamazoo, Kalamazoo County, Michigan, a Municipal Corporation, dated July 1, 1987, and recorded on August 19, 1987 in Liber 1334, Page 603, Kalamazoo County Records, pertaining to the following described premises located in the Township of Oshtemo, Kalamazoo County, Michigan is hereby released and terminated as a result of the water main being taken out of service and abandoned:

Release and termination described as follows:

Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sc. East 135.37 feet; thence North 26 deg. 38 min. 14 sc. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 102.72 feet; thence North 45 deg. 00 min. East 70.82 feet; thence South 45 deg. 00 min. East 56.0 feet; thence South 169.0 feet; thence South 42 deg. 00 min. West 68.0 feet to the point of ending.

The undersigned has executed this Release of Water Main Easement this 14th day of DECEMBER, 2017.

Charter Township of Oshtemo
A Municipal Corporation
7275 W. Main St.
Kalamazoo, MI 49009

By:

Its: SUPERVISOR

By:

Its:

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) ss.

On this 14th day of December, 2017, before me, a Notary Public, appeared Elizabeth Henry-Cargawell, being duly sworn, did say that they are the Supervisor, respectively of the Charter Township of Oshtemo named above, who signed the same by authority of its Board of Trustees; and acknowledged this instrument to be the free act and deed of said Township.



Linda Potok
Linda Potok Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My Commission Expires: 6-5-18

City of Kalamazoo
A Municipal Corporation
241 W. South St.
Kalamazoo, MI 49007

By:
Its:

By:
Its:

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO) ss.

On this ____ day of _____, 2017, before me, a Notary Public, appeared _____, being duly sworn, did say that they are the _____, respectively of the City of Kalamazoo named above, who signed the same by authority of its _____; and acknowledged this instrument to be the free act and deed of said City.

Notary Public
Kalamazoo County, Michigan
Acting in _____ County
My Commission Expires: _____

Drafted by:
Daniel G. Lewis, P.E.
Prein&Newhof
7123 Stadium Dr.
Kalamazoo, MI 49009

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that a certain Water Main Easement executed by Dykstra and Company, a Michigan Corporation, to the Charter Township of Oshtemo, Kalamazoo County, Michigan, a municipal corporation, and to the City of Kalamazoo, Kalamazoo County, Michigan, a Municipal Corporation, dated July 1, 1987, and re-recorded on January 19, 1989 in Liber 1398, Page 1169, Kalamazoo County Records, pertaining to the following described premises located in the Township of Oshtemo, Kalamazoo County, Michigan is hereby released and terminated as a result of the water main being taken out of service and abandoned:

Release and termination described as follows:

Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sc. East 135.37 feet; thence North 36 deg. 38 min. 14 sc. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 102.72 feet; thence North 45 deg. 00 min. East 70.82 feet; thence South 45 deg. 00 min. East 56.0 feet; thence South 169.0 feet; thence South 42 deg. 00 min. West, 68.0 feet to the point of ending.

The undersigned has executed this Release of Water Main Easement this 14th day of DECEMBER, 2017.

Charter Township of Oshtemo
A Municipal Corporation
7275 W. Main St.
Kalamazoo, MI 49009

By: [Signature]
Its: SUPERVISOR

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On this 14th day of DECEMBER, 2017, before me, a Notary Public, appeared ELIZABETH HEINE-COSSWELL, being duly sworn, did say that they are the SUPERVISOR, respectively of the Charter Township of Oshtemo named above, who signed the same by authority of its Board of Trustees; and acknowledged this instrument to be the free act and deed of said Township.



[Signature]
Linda Potok Notary Public
Kalamazoo County, Michigan
Acting in Van Buren County
My Commission Expires: 6-5-18

City of Kalamazoo
A Municipal Corporation
241 W. South St.
Kalamazoo, MI 49007

By:
Its:

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On this ____ day of _____, 2017, before me, a Notary Public, appeared _____
_____, being duly sworn, did say that they are
the _____, respectively of the City of Kalamazoo named
above, who signed the same by authority of its _____; and
acknowledged this instrument to be the free act and deed of said City.

Notary Public
Kalamazoo County, Michigan
Acting in _____ County
My Commission Expires: _____

Drafted by:
Daniel G. Lewis, P.E.
Prein&Newhof
7123 Stadium Dr.
Kalamazoo, MI 49009

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that a certain Water Main Easement executed by Dykstra and Company, a Michigan Corporation, to the Charter Township of Oshtemo, Kalamazoo County, Michigan, a municipal corporation, and to the City of Kalamazoo, Kalamazoo County, Michigan, a Municipal Corporation, dated February 2, 1987, and recorded on February 19, 1987 in Liber 1309, Page 759, Kalamazoo County Records, pertaining to the following described premises located in the Township of Oshtemo, Kalamazoo County, Michigan is hereby released and terminated as a result of the water main being taken out of service and abandoned:

Release and termination described as follows:

Beginning at the Southwest corner of Lot 9 of the recorded plat of "Country Club Village"; thence Northeasterly 138.37 feet along a curve to the right with a radius of 217.00 feet being subtended by a chord and distance of North 18 deg. 27 min. 10 sc. East 135.37 feet; thence North 26 deg. 38 min. 14 sc. East 141.64 feet for the place of beginning of the center line of a 15.0 foot wide right-of-way lying 7.50 feet either side of the following described center line; thence South 56 deg. 15 min. East 156.50 feet; thence South 89 deg. 30 min. East 176.50 feet; thence South 22 deg. 15 min. East, 42.0 feet; thence South 119.0 feet; thence South 42 deg. 00 min. West, 68.0 feet to the point of ending.

The undersigned has executed this Release of Water Main Easement this 14TH day of DECEMBER, 2017.

Charter Township of Oshtemo
A Municipal Corporation
7275 W. Main St.
Kalamazoo, MI 49009

EAR
By: _____
Its: SUPERVISOR

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On this 14TH day of DECEMBER, 2017, before me, a Notary Public, appeared ELIZABETH HEINTZ-COGSWELL, being duly sworn, did say that they are the SUPERVISOR, respectively of the Charter Township of Oshtemo named above, who signed the same by authority of its Board of Trustees; and acknowledged this instrument to be the free act and deed of said Township.



Shirley Botsch
VAN BUREN Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My Commission Expires: 6-5-18

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Notary Public
Kalamazoo County, Michigan
Acting in _____ County
My Commission Expires: _____

S:\2017\2170218 Vernon, Matt\ESM\Release of Water Main Easement Recorded in Liber 1309 Page 759.doc



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: 1/16/2018

SUBJECT: Walden Woods Phase 4 Utility Easement

RECOMMENDATION

It is recommended that the City Commission approve and accept an easement with American Village Development II, LLC for water main and sanitary sewer to be installed as part of the American Village Development II, LLC Walden Woods Phase 4 construction project, and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND

Construction of new water main and sanitary sewer will soon begin for the American Village Development II, LLC Walden Woods Phase 4 Construction Project. As all public water main and sanitary sewer are required to be in a dedicated easement or public right of way, American Village Development II, LLC in collaboration with the City of Kalamazoo Attorney has drafted this agreement for approval.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisor board consultation or additional public input.

FISCAL IMPACT

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$100 for consideration for the grant of the easement as this project was solely contribution in aid.

ALTERNATIVES

While the City Commission could decline to authorize the City Manager to execute this agreement, doing so is not recommended.

ATTACHMENTS:

Type	Description
------	-------------

PUBLIC UTILITY EASEMENT AGREEMENT

THIS AGREEMENT dated January 15, 2018 between American Village Development II, LLC, a Michigan (Limited Liability Company), whose address is 4200 West Centre Avenue, Portage MI 49024 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at 565 S. Drake Road and 3900 Arboretum Parkway, in the City and County of Kalamazoo, which is more specifically described on the attached Exhibit E ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property in conjunction with the Walden Woods condominium and townhome development.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through portions of the Property for the purposes as set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

- 1. Grant of Easement. In consideration of less than One Hundred Dollars (\$100.00) plus other valuable consideration, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through those portions of the Property as described in Exhibits A and C ("Water Easement Area") and Exhibits B and D ("Sanitary Sewer Easement Area"), collectively referred to as the "Easement Areas".
- 2. Purpose of the Easement. The City shall use the Easement Areas for the purpose of constructing, operating, maintaining, repairing, improving or replacing the pipelines, connections, leads and all other components of the city's water and sanitary sewer system and other public utilities systems placed within the Easement Areas. ("Utility Activities")
- 3. Access to the Easement Areas. The City shall have the right of ingress and egress to the Easement Areas from the public right-of-way, and if necessary through the Property, in order to carry out the Utility Activities, subject to the following conditions:
 - a) Perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.

- b) Restore the Easement Areas without cost to Grantor after completion of the Utility Activities to the same condition as existed before any such utility activity was performed. If necessary, such restoration shall include re-grading and reseeding any lawn areas disturbed by the City's activities.
 - c) Exercise reasonable care to protect any fixed structures, landscaping and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Areas, unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
6. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
7. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by both parties.
8. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
9. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

American Village Development II, LLC

By: _____

Jack S. Gesmundo

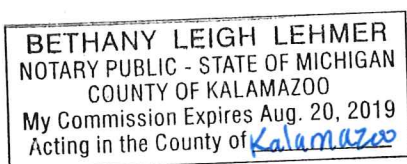
Its: Authorized Agent

STATE OF MICHIGAN }

) ss.

COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on January 15th, 2018, by Jack S. Gesmundo, on behalf of the Grantor.



Bethany Leigh Lehmer

State of Michigan

County of Kalamazoo

My Commission Expires August 20, 2019

Acting in the County of Kalamazoo

CITY OF KALAMAZOO

By: _____

James K. Ritsema

Its: City Manager

STATE OF MICHIGAN }

} ss.

COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 2018 by James K. Ritsema for and on behalf of the Grantee, the City of Kalamazoo, it's City Manager.

Notary Public

Kalamazoo County, Michigan

My commission expires: _____

Prepared By & After Recording Return To:

The Office of City Attorney

241 W. South St.

Kalamazoo, MI 49007

(269) 337-8185

Walden Woods

Sanitary and Water easement

DRAWING LOCATION: H:\15-060D (Walden Woods 4)\FINAL DRAWINGS\Easement\2017-11-16 Water Easement.dwg LAST SAVED BY: JUTVLUGT ON 11/22/2017

LEGAL DESCRIPTION - EXHIBIT A

PART OF THE NORTH 1/2 OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

A STRIP OF LAND FOR EASEMENT PURPOSES 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 19 S01°02'19"W 660.12 FEET; THENCE N87°52'42"W 95.75 FEET TO THE POINT OF BEGINNING AND POINT A; THENCE N18°49'18"E 7.86 FEET; THENCE N41°19'18"E 175.50 FEET; THENCE N18°49'18"E 12.87 FEET; THENCE NORTHERLY 45.48 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, THE CHORD OF WHICH BEARS N13°09'23"E 45.41 FEET; THENCE N07°29'29"E 6.63 FEET TO POINT B; THENCE N82°30'31"W 127.67 FEET; THENCE WESTERLY 55.98 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 421.00 FEET, THE CHORD OF WHICH BEARS N78°41'58"W 55.94 FEET; THENCE WESTERLY 99.95 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 379.00 FEET, THE CHORD OF WHICH BEARS N82°26'42"W 99.66 FEET; THENCE N90°00'00"W 37.73 FEET; THENCE S45°00'00"W 65.88 FEET; THENCE N90°00'00"W 15.54 FEET; THENCE N45°00'00"W 19.77 FEET TO POINT C; THENCE CONTINUING N45°00'00"W 68.97 FEET; THENCE N00°00'00"E 60.40 FEET; THENCE N50°00'00"W 207.53 FEET; THENCE N05°00'00"W 57.18 FEET TO POINT D; THENCE CONTINUING N05°00'00"W 26.41 FEET; THENCE N85°00'00"E 117.88 FEET; THENCE EASTERLY 56.72 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 621.00 FEET, THE CHORD OF WHICH BEARS N82°23'01"E 56.70 FEET; THENCE EASTERLY 322.73 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 679.00 FEET, THE CHORD OF WHICH BEARS S86°36'59"E 319.70 FEET; THENCE SOUTHEASTERLY 187.45 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 229.00 FEET, THE CHORD OF WHICH BEARS S49°32'58"E 182.26 FEET; THENCE S26°05'58"E 20.01 FEET TO POINT E; THENCE CONTINUING S26°05'58"E 101.44 FEET TO POINT F; THENCE N63°54'02"E 155.04 FEET; THENCE NORTHEASTERLY 87.90 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 824.00 FEET, THE CHORD OF WHICH BEARS N66°57'24"E 87.86 FEET TO POINT G; THENCE CONTINUING EASTERLY 250.49 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 824.00 FEET, THE CHORD OF WHICH BEARS N78°43'17"E 249.53 FEET TO POINT H; THENCE CONTINUING EASTERLY 254.99 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 824.00 FEET, THE CHORD OF WHICH BEARS S83°42'17"E 253.97 FEET; THENCE EASTERLY 238.76 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 826.00 FEET, THE CHORD OF WHICH BEARS S83°07'13"E 237.93 FEET TO POINT I; THENCE CONTINUING EASTERLY 333.26 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 826.00 FEET, THE CHORD OF WHICH BEARS N77°02'26"E 331.00 FEET; THENCE EASTERLY 125.09 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 324.00 FEET, THE CHORD OF WHICH BEARS N76°32'33"E 124.31 FEET; THENCE N87°36'09"E 24.97 FEET; THENCE SOUTHERLY 84.13 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, THE CHORD OF WHICH BEARS S12°52'34"E 83.66 FEET; THENCE SOUTHWESTERLY 292.80 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1221.00 FEET, THE CHORD OF WHICH BEARS S73°30'57"W 292.10 FEET; THENCE SOUTHWESTERLY 192.50 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 729.00 FEET, THE CHORD OF WHICH BEARS S72°49'15"W 191.95 FEET TO POINT J; THENCE CONTINUING SOUTHWESTERLY 72.86 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 729.00 FEET, THE CHORD OF WHICH BEARS S62°23'33"W 72.83 FEET; THENCE SOUTHWESTERLY 316.56 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 921.00 FEET, THE CHORD OF WHICH BEARS S69°22'34"W 315.01 FEET; THENCE SOUTHWESTERLY 70.82 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 679.00 FEET, THE CHORD OF WHICH BEARS S76°14'06"W 70.78 FEET TO POINT K; THENCE CONTINUING SOUTHWESTERLY 311.14 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 679.00 FEET, THE CHORD OF WHICH BEARS S60°07'11"W 308.43 FEET TO POINT L; THENCE NORTHEASTERLY 146.36 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1479.00 FEET, THE CHORD OF WHICH BEARS N45°45'52"W 146.30 FEET; THENCE N48°35'58"W 144.41 FEET; THENCE N26°05'58"W 33.44 FEET TO POINT M; THENCE CONTINUING N26°05'58"W 32.06 FEET TO POINT N; THENCE S63°54'02"W 71.71 FEET; THENCE N82°30'31"W 51.39 FEET TO POINT B AND THE POINT OF ENDING; THENCE RECOMMENCING AT POINT A, S18°49'18"W 44.77 FEET TO THE NORTH RIGHT OF WAY LINE OF ARBORETUM PARKWAY AND THE POINT OF ENDING; THENCE RECOMMENCING AT POINT C, S45°00'00"W 28.97 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT D, S85°00'00"W 54.98 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT E, S63°54'02"W 74.21 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT G, S19°59'15"E 65.00 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT H, S02°34'07"E 65.08 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT J, N24°44'39"W 52.29 FEET; THENCE N01°24'03"W 69.46 FEET TO POINT I AND THE POINT OF ENDING; THENCE RECOMMENCING AT POINT J, S24°44'39"E 85.81 FEET; THENCE SOUTHEASTERLY 60.48 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, THE CHORD OF WHICH BEARS S21°16'43"E 60.45 FEET; THENCE S17°48'48"E 165.10 FEET; THENCE S27°11'12"W 95.38 FEET TO EXISTING 8" WATERMAIN AND THE POINT OF ENDING; THENCE RECOMMENCING AT POINT K, S16°45'10"E 69.15 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT L, S42°52'05"E 87.14 FEET; THENCE S30°22'05"E 88.46 FEET; THENCE S14°37'55"W 56.29 FEET; THENCE S75°22'05"E 86.88 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT M, S63°54'02"W 37.63 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT N, N26°05'58"W 89.86 FEET TO POINT F AND THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO ELIMINATE GAPS OR OVERLAPS. SAID PARCEL CONTAINS 2.95 +/- ACRES (128,498 +/- SQUARE FEET).



hurley & stewart, llc
2800 south 11th street
kalamazoo, michigan 49009
268.552.4960 fax 268.552.4961
www.hurleystewart.com

Job No.: 15-060
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft: JLU
QA/QC: 1/9/18

Title:
Project:
Client:

Exhibit No.
A

**WATER EASEMENT
WALDEN WOODS PHASE 4
AVB**

DRAWING LOCATION: H:\15-080D (Walden Woods 4)\FINAL DRAWINGS\Easement\2017-11-21 Sanitary Easement.dwg LAST SAVED BY: JUITVLUGT ON 12/18/2017

LEGAL DESCRIPTION - EXHIBIT B

PART OF THE NORTH 1/2 OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS:

EASEMENT AREA "A"

A STRIP OF LAND FOR EASEMENT PURPOSES 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 N87°52'51"W 506.22 FEET; THENCE PERPENDICULAR TO SAID NORTH LINE S02°07'09"W 177.24 FEET TO THE POINT OF BEGINNING; THENCE N68°08'38"W 10.00 FEET TO A SANITARY MANHOLE, WHICH LIES IN AN EASEMENT RECORDED IN LIBER 1342, PAGE 0154, KALAMAZOO COUNTY RECORDS; THENCE CONTINUING N68°08'38"W 139.25 FEET TO THE POINT OF ENDING. SAID PARCEL CONTAINS 0.069 +/- ACRES (2,985 +/- SQUARE FEET).

ALSO

EASEMENT AREA "B"

A STRIP OF LAND FOR EASEMENT PURPOSES 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 S88°58'04"E 2440.02 FEET TO A POINT ON AN EXISTING SANITARY SEWER EASEMENT; THENCE ALONG SAID SANITARY EASEMENT S54°45'39"E 42.70 FEET; THENCE ALONG SAID SANITARY EASEMENT S27°55'15"W 136.04 FEET; THENCE ALONG SAID SANITARY EASEMENT N78°11'17"W 329.53 FEET; THENCE ALONG SAID SANITARY EASEMENT S55°42'16"W 199.71 FEET; THENCE ALONG SAID SANITARY EASEMENT S86°36'13"W 136.21 FEET; THENCE ALONG SAID SANITARY EASEMENT S51°33'41"W 116.94 FEET TO THE POINT OF BEGINNING; THENCE N45°13'33"W 123.66 FEET; THENCE S89°39'55"W 289.23 FEET; THENCE S75°47'41"W 156.38 FEET; THENCE S86°21'03"W 156.38 FEET; THENCE N81°00'30"W 350.00 FEET; THENCE S87°35'03"W 190.44 FEET; THENCE S72°06'39"W 250.30 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO ELIMINATE GAPS OR OVERLAPS. SAID PARCEL CONTAINS 0.70 +/- ACRES (30,328 +/- SQUARE FEET).

ALSO

EASEMENT AREA "C"

A STRIP OF LAND FOR EASEMENT PURPOSES 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 S88°58'04"E 2440.02 FEET TO A POINT ON AN EXISTING SANITARY SEWER EASEMENT; THENCE ALONG SAID SANITARY EASEMENT S54°45'39"E 42.70 FEET; THENCE ALONG SAID SANITARY EASEMENT S27°55'15"W 136.04 FEET; THENCE ALONG SAID SANITARY EASEMENT N78°11'17"W 329.53 FEET; THENCE ALONG SAID SANITARY EASEMENT S55°42'16"W 199.71 FEET; THENCE ALONG SAID SANITARY EASEMENT S86°36'13"W 136.21 FEET; THENCE ALONG SAID SANITARY EASEMENT S51°33'41"W 162.40 FEET; THENCE ALONG SAID SANITARY EASEMENT S68°38'16"W 397.76 FEET; THENCE ALONG SAID SANITARY EASEMENT S68°35'14"W 401.74 FEET; THENCE ALONG SAID SANITARY EASEMENT S64°38'37"W 380.60 FEET; THENCE ALONG SAID SANITARY EASEMENT S75°59'35"W 118.58 FEET TO THE POINT OF BEGINNING; THENCE N37°02'18"W 123.60 FEET TO POINT A; THENCE N45°28'29"W 188.10 FEET; THENCE N52°54'45"W 188.10 FEET TO POINT B; THENCE N83°10'49"W 312.53 FEET; THENCE N82°39'55"W 169.31 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT A, N53°27'46"E 204.66 FEET; THENCE N69°04'52"E 148.53 FEET; THENCE N75°48'47"E 170.37 FEET; THENCE N66°31'31"E 171.12 FEET TO THE POINT OF ENDING; THENCE RECOMMENCING AT POINT B, N17°43'01"W 207.76 FEET; THENCE N32°34'25"W 112.10 FEET; THENCE N61°48'17"W 100.00 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO ELIMINATE GAPS OR OVERLAPS. SAID PARCEL CONTAINS 0.95 +/- ACRES (41,516 +/- SQUARE FEET).

ALSO

EASEMENT AREA "D"

A STRIP OF LAND FOR EASEMENT PURPOSES 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, S88°58'04"E 2646.75 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19 AND A POINT ON AN EXISTING SANITARY SEWER EASEMENT; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND SAID SANITARY EASEMENT S00°54'04"W 34.08 FEET; THENCE ALONG SAID SANITARY EASEMENT N88°56'43"W 142.94 FEET; THENCE ALONG SAID SANITARY EASEMENT S27°55'15"W 162.58 FEET; THENCE ALONG SAID SANITARY EASEMENT N78°11'17"W 339.32 FEET; THENCE ALONG SAID SANITARY EASEMENT S55°42'16"W 195.23 FEET; THENCE ALONG SAID SANITARY EASEMENT S86°36'13"W 135.04 FEET; THENCE ALONG SAID SANITARY EASEMENT S51°33'41"W 157.44 FEET; THENCE ALONG SAID SANITARY EASEMENT S68°38'16"W 402.24 FEET; THENCE ALONG SAID SANITARY EASEMENT S68°35'14"W 400.71 FEET; THENCE ALONG SAID SANITARY EASEMENT S64°38'37"W 382.55 FEET; THENCE ALONG SAID SANITARY EASEMENT S75°59'35"W 123.84 FEET TO THE POINT OF BEGINNING; THENCE S15°59'35"W 35.01 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED SO AS TO ELIMINATE GAPS OR OVERLAPS. SAID PARCEL CONTAINS 0.016 +/- ACRES (715 +/- SQUARE FEET).

hurley & stewart, llc
2800 south 11th street
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www.hurleystewart.com

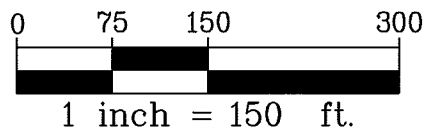
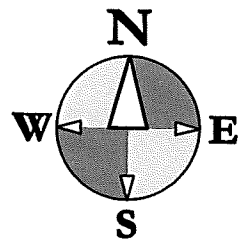


Job No.: 15-080
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft: JUT
QA/QC: 1/9/18

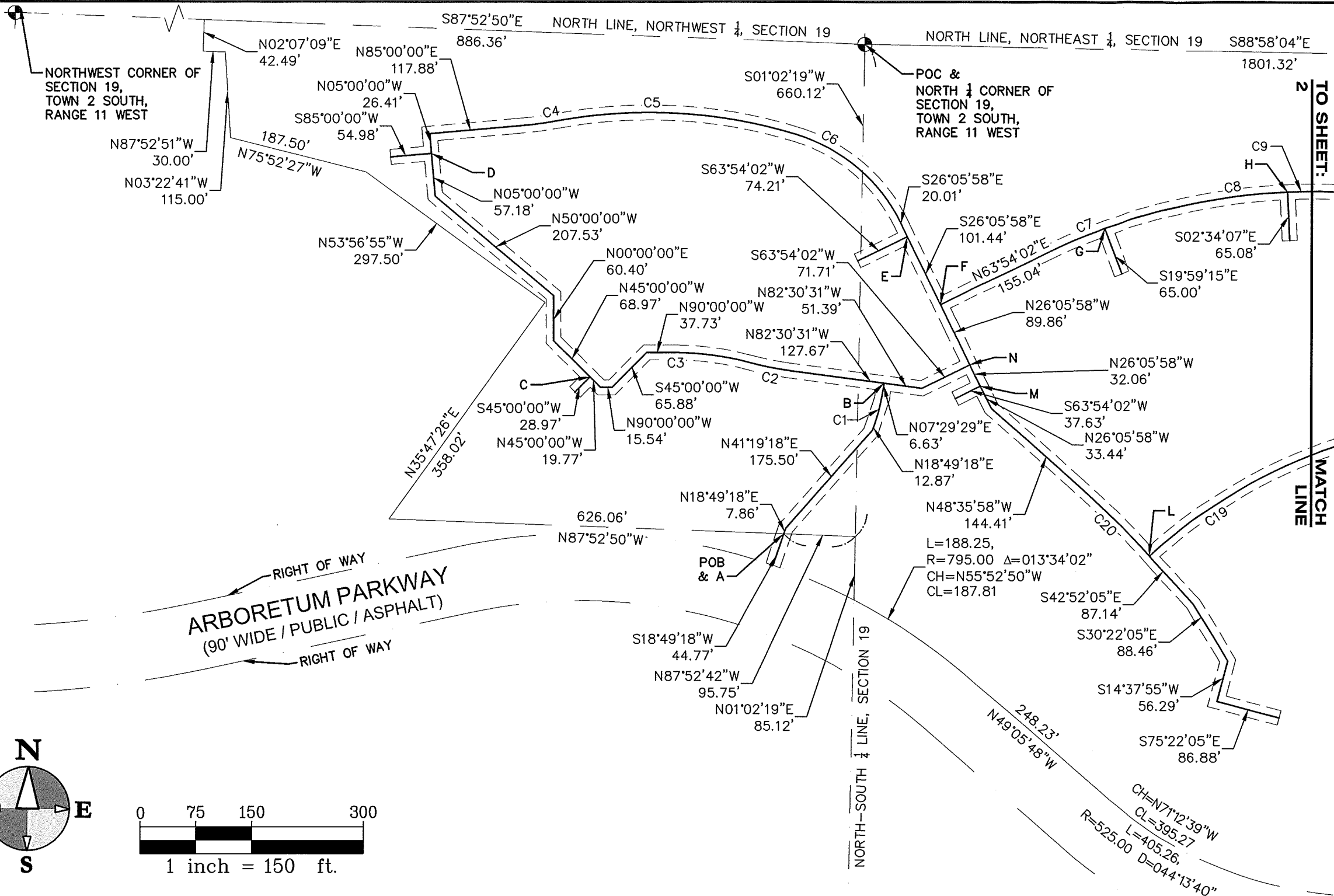
Title: **SANITARY SEWER EASEMENT**
Project: **WALDEN WOODS PHASE 4**
Client: **AVB**

Exhibit No.

B



RIGHT OF WAY
ARBORETUM PARKWAY
(90' WIDE / PUBLIC / ASPHALT)
RIGHT OF WAY



hurley & stewart, llc
2800 south 11th street
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269.552.4980 fax 269.552.4981
www.hurleystewart.com

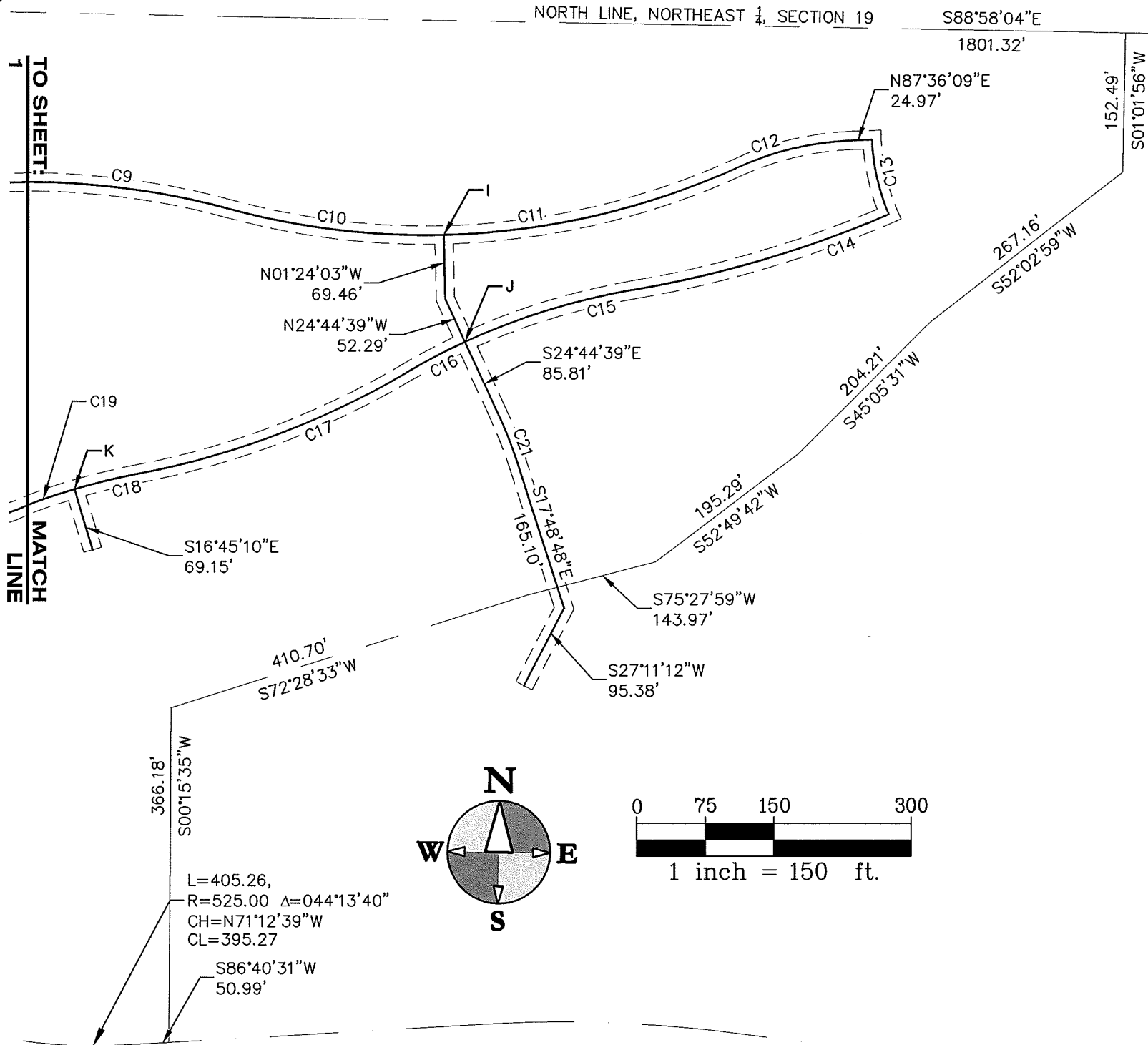
Job No.: 15-060
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft.: JLU
QA/QC: 1/9/18

**WATER EASEMENT
WALDEN WOODS PHASE 4
AVB**

Title: _____
Project: _____
Client: _____

Exhibit No. **C**

PG 1 OF 2



Curve Table				
Curve #	Length	Radius	Chord Dir.	Chord Length
C1	45.48	230.00	N13°09'23"E	45.41
C2	55.98	421.00	N78°41'58"W	55.94
C3	99.95	379.00	N82°26'42"W	99.66
C4	56.72	621.00	N82°23'01"E	56.70
C5	322.73	679.00	S86°36'59"E	319.70
C6	187.45	229.00	S49°32'58"E	182.26
C7	87.90	824.00	N66°57'24"E	87.86
C8	250.49	824.00	N78°43'17"E	249.53
C9	254.99	824.00	S83°42'17"E	253.97
C10	238.76	826.00	S83°07'13"E	237.93
C11	333.26	826.00	N77°02'26"E	331.00
C12	125.09	324.00	N76°32'33"E	124.31
C13	84.13	230.00	S12°52'34"E	83.66
C14	292.80	1221.00	S73°30'57"W	292.10
C15	192.50	729.00	S72°49'15"W	191.95
C16	72.86	729.00	S62°23'33"W	72.83
C17	316.56	921.00	S69°22'34"W	315.01
C18	70.82	679.00	S76°14'06"W	70.78
C19	311.14	679.00	S60°07'11"W	308.43
C20	146.36	1479.00	N45°45'52"W	146.30
C21	60.48	500.00	S21°16'43"E	60.45

NORTHEAST CORNER OF
SECTION 19,
TOWN 2 SOUTH,
RANGE 11 WEST

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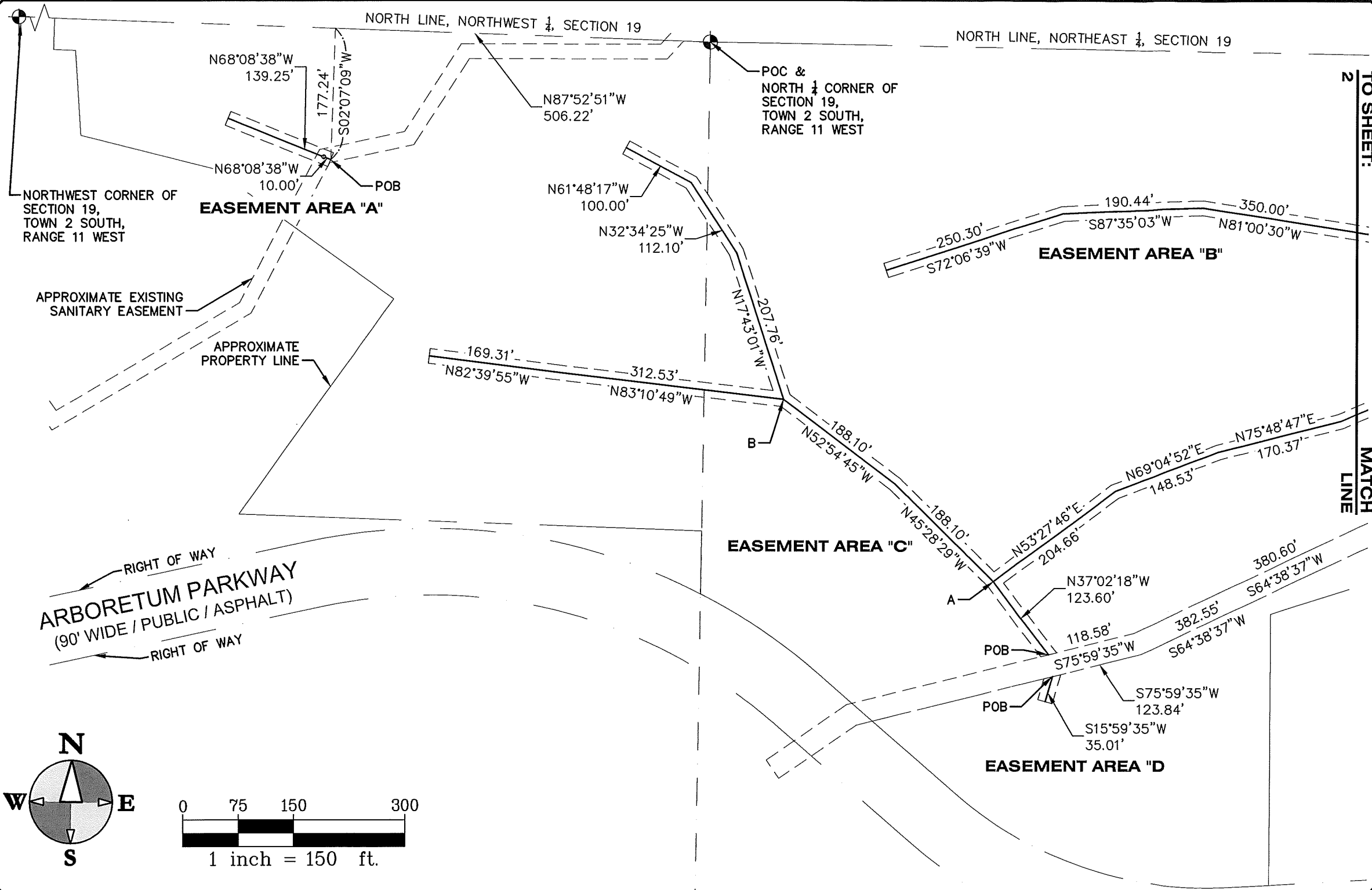
Job No.: 15-060
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft: JJU
QA/QC: 1/9/18

Title: **WATER EASEMENT**
Project: **WALDEN WOODS PHASE 4**
Client: **AVB**

Exhibit No. **C**

PG 2 OF 2

DRAWING LOCATION: H:\15-060D (Walden Woods 4)\FINAL DRAWINGS\Easement\2017-11-21 Sanitary Easement.dwg LAST SAVED BY: JUTVLUGT ON 12/18/2017



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Job No.: 15-060
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft: JIU
QA/QC: 1/9/18

**SANITARY SEWER EASEMENT
WALDEN WOODS PHASE 4
AVB**

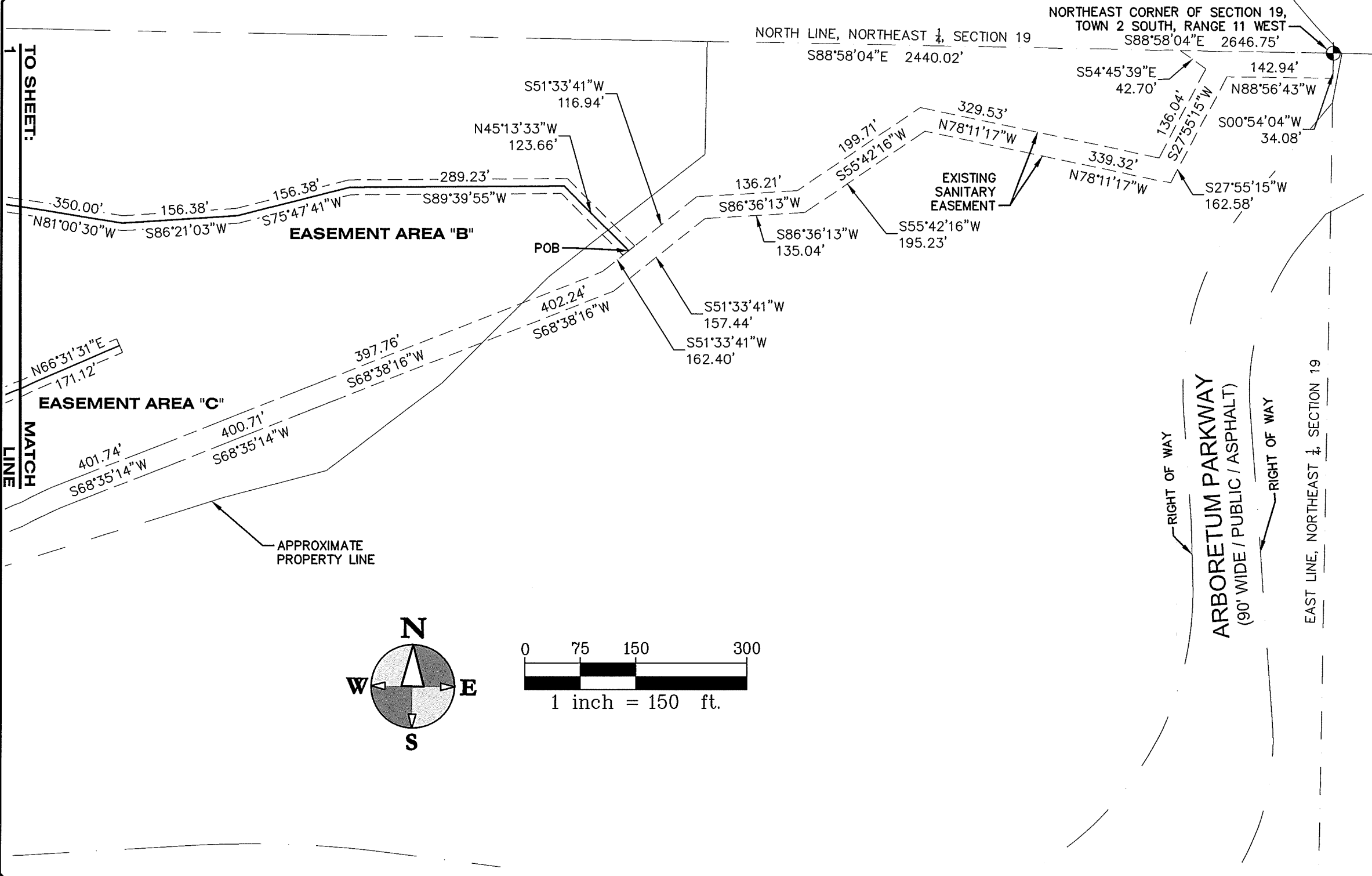
Title: Project: Client:

D

Exhibit No.

PG 1 OF 2

DRAWING LOCATION: H:\15-060D (Walden Woods 4)\FINAL DRAWINGS\Easement\2017-11-21 Sanitary Easement.dwg LAST SAVED BY: JUTVLUGT ON 12/18/2017



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kalamazoo, michigan 49009
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www.hurleystewart.com

hurley & stewart

Job No.: 15-060
Date: 1/9/18
Scale: AS NOTED
P.M.: TDH
Dft: JJU
QA/QC: 1/9/18

**SANITARY SEWER EASEMENT
WALDEN WOODS PHASE 4
AVB**

Exhibit No.
D

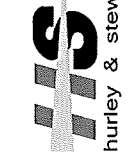
PG 2 OF 2

LEGAL DESCRIPTION - EXHIBIT E

PART OF THE NORTH 1/2 OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 19; THENCE SOUTH 88°58'04" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,801.32 FEET TO THE WEST LINE OF WALDEN WOODS OF KALAMAZOO REPLAT NO. 2 CONDOMINIUM; THENCE ALONG THE WEST LINE OF SAID CONDOMINIUM THE FOLLOWING 7 COURSES, SOUTH 01°01'56" WEST A DISTANCE OF 152.49 FEET; THENCE SOUTH 52°02'59" WEST A DISTANCE OF 267.16 FEET; THENCE SOUTH 45°05'31" WEST A DISTANCE OF 204.21 FEET; THENCE SOUTH 52°49'42" WEST A DISTANCE OF 195.29 FEET; THENCE SOUTH 75°27'59" WEST A DISTANCE OF 143.97 FEET; THENCE SOUTH 72°28'33" WEST A DISTANCE OF 410.70 FEET; THENCE SOUTH 00°15'35" WEST A DISTANCE OF 366.18 FEET TO THE NORTH RIGHT OF WAY OF ARBORETUM PARKWAY (90' WIDE / PUBLIC); THENCE SOUTH 86°40'31" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 50.99 FEET; THENCE WESTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 405.26 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 44°13'40", AND CHORD BEARING NORTH 71°12'39" WEST 395.27 FEET; THENCE NORTH 49°05'48" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 248.23 FEET; THENCE WESTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 188.25 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 13°34'02", AND CHORD BEARING NORTH 55°52'50" WEST 187.81 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 19; THENCE NORTH 01°02'19" EAST ALONG SAID NORTH-SOUTH 1/4 LINE A DISTANCE OF 85.12 FEET; THENCE NORTH 87°52'50" WEST A DISTANCE OF 626.06 FEET; THENCE NORTH 35°47'26" EAST A DISTANCE OF 358.02 FEET; THENCE NORTH 53°56'55" WEST A DISTANCE OF 297.50 FEET; THENCE NORTH 75°52'27" WEST A DISTANCE OF 187.50 FEET; THENCE NORTH 03°22'41" WEST A DISTANCE OF 115.00 FEET; THENCE NORTH 87°52'51" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 02°07'28" EAST A DISTANCE OF 42.50 FEET; THENCE SOUTH 87°52'50" EAST (RECORDED AS SOUTH 87°52'48" EAST) A DISTANCE OF 886.36 FEET TO THE POINT OF BEGINNING . CONTAINING 1,716,827 SQUARE FEET OR 39.413 ACRES. SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS, OF RECORD, IF ANY.

Title: **PARCEL LEGAL DESCRIPTION**
Project: **WALDEN WOODS PHASE 4**
Client: **AVB**

Job No.: 15-0600
Date: 1/15/18
Scale: AS NOTED
P.M.: TDH
Dft: JIU
QA/QC: 1/15/18



hurley & stewart
2800 south 11th street
kalamazoo, michigan 49009
268.552.4960 fax 268.552.4961
www.hurleystewart.com

hurley & stewart, llc
2800 south 11th street
kalamazoo, michigan 49009
268.552.4960 fax 268.552.4961
www.hurleystewart.com



Exhibit No.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Clyde Robinson, City Attorney & Jerome Kisscorni, Ass't City Manager/Econ.Dev. Director

PREPARED BY: John W. Kneas, Counsel to BRA

DATE: 12/26/2017

SUBJECT: Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: Quit Claim Deed and Agreement for Declaration of Easements with Brownfield Redevelopment Authority.

RECOMMENDATION

It is recommended that the City Commission accept the Quit Claim Deed (QCD), approve the Agreement for Declaration of Easements (Agreement) and authorize the City Manager to sign the Agreement with the Brownfield Redevelopment Authority (BRA).

BACKGROUND

On November 3, 2017 a 'Walk Around the Round-About' event marked the essential completion of the construction of the round-about at the intersections of Harrison St./Ransom St./Gull Rd and the corresponding street, utility and landscaping improvements (Project). The Project was spearheaded by the BRA as a catalyst for the continued redevelopment in the Rivers Edge area – especially the former KTS site and other BRA owned parcels. The Project had been in the planning stages for several years before construction started earlier this year.

BRA owns parcels adjacent to and impacted by the Project. Based on the final design for the Project portions of BRA's parcels were needed to construct the round-about and the other street related improvements. Therefore, the attached QCD transfers to the City those portions of its parcels needed for the Project as public rights-of-way. The Project also involved improvements to the City's public utilities resulting in needed easements as detailed in the attached Agreement.

COMMUNITY RESOURCES CONSULTED

The BRA approved the QCD and Agreement at its December 21, 2017 board meeting. The Project itself was presented to the public at various community meetings – the input from those meetings were considered and assisted in arriving at the final plans for the Project.

FISCAL IMPACT

The total cost of the Project was to date \$2,413,630.46 (there are approximately \$10,000 - \$20,000 additional funds to cover some punch list items that must wait until spring to complete). BRA contributed approximately \$1.3 million from the Local Site Revolving Remediation Fund. However, once adjacent parcels along the Project are completed most, if not all, of the Project costs qualify as eligible costs under the Brownfield Redevelopment Financing Act, which BRA can capture from tax increment revenues.

ALTERNATIVES

The City Commission could decline to accept the QCD and approve the Agreement, but those actions are not recommended.

ATTACHMENTS:

Type	Description
☐ Aerial Photo	Quit Claim Deed with Exhibits
☐ Aerial Photo	Agreement for Declaration of Easements with Exhibits

QUIT CLAIM DEED

The Grantor, the City of Kalamazoo Brownfield Redevelopment Authority, a Michigan public body corporate, whose address is 241 W. South Street, Kalamazoo, Michigan ("Grantor"), in consideration of less than One Hundred Dollars (\$100.00), quit claims to the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan ("City"), all the right, title, and interest acquired by Grantor, in the following described land situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan ("Property"):

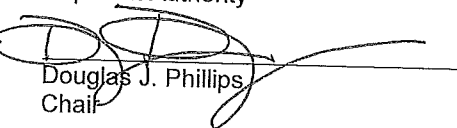
See Attached Exhibits A and B

This conveyance:

1. is exempt from taxation on this transfer under the provisions of MCL 207.505(a) & (h)(i); and MCL 207.526(a) & (h)(i), as amended;
2. is with the understanding that the Grantor makes no representation or guarantees regarding any environmental or other condition relating to the Property, that the City acquires the Property in "as is" condition;
3. is made because additional right-of-way was needed to construct a round-about and road improvements at the intersection of and along East Ransom Street, Harrison Street and Gull Road; the Property originally being part of Grantor's parcels of land at 525 and 535 East Ransom Street (Parcel Nos. 06-15-269-351 & 06-15-290-207), 508 Harrison Street (Parcel No. 06-15-295-100), and 632 Gull Road (Parcel No. 06-15-286-100).
4. is made subject to the limitations, restrictions and conditions of record.

City of Kalamazoo Brownfield
Redevelopment Authority

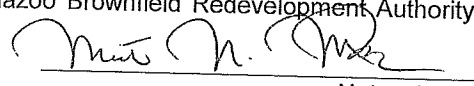
Date: 12.21, 2017

By: 
Douglas J. Phillips
Its: Chair

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on 21 Dec, 2017, by Douglas J. Phillips, chair of City of Kalamazoo Brownfield Redevelopment Authority on its behalf.

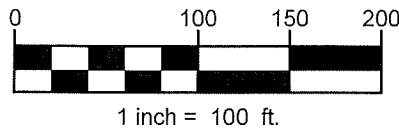

Notary Public
Kalamazoo County, Michigan
My commission expires: 6/2/2021

DRAFTED BY & RETURN TO:
John W. Kneas (P26112)
Counsel to Brownfield Redevelopment Authority
241 W. South Street
Kalamazoo, MI 49007
269-337-8185

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "A"
CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2005-06910

THIS IS NOT A
BOUNDARY SURVEY.



AREA TO BE
CONVEYED
(±25,360 SFT)

HARRISON STREET
(WIDTH VARIES, PUBLIC)

GULL STREET
(WIDTH VARIES, PUBLIC)

PROPOSED
RIGHT OF
WAY LINE

Δ = 15°55'27"
L = 19.99'
R = 71.93'
T = 10.06'
CH = S 27°51'12" W
19.93'

Δ = 49°22'12"
L = 88.62'
R = 102.84'
T = 47.27'
CH = S 44°41'39" W
85.90'

Δ = 65°10'41"
L = 36.54'
R = 32.12'
T = 20.54'
CH = S 38°44'54" W
34.61'

Δ = 12°26'59"
L = 10.65'
R = 49.00'
T = 5.34'
CH = S 05°29'52" W
10.63'

Δ = 14°02'10"
L = 12.49'
R = 51.00'
T = 6.28'
CH = S 06°17'28" W
12.46'

Δ = 8°54'22"
L = 13.61'
R = 87.58'
T = 6.82'
CH = S 07°11'38" W
13.60'

RIGHT OF
WAY LINE

**MICHIGAN CENTRAL
RAILROAD**

**LEGAL DESCRIPTION OF PROPOSED
ADDITIONAL RIGHT OF WAY**

THAT PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HARRISON AVENUE AND THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD; THENCE NORTH 00° 41' 57" WEST ON SAID EASTERLY RIGHT OF WAY LINE 9.69 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 00° 41' 57" WEST 352.02 FEET; THENCE NORTH 45° 55' 30" EAST 462.36 FEET; THENCE SOUTH 43° 40' 11" EAST 14.01 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GULL STREET AS RELOCATED; THENCE SOUTH 45° 23' 06" WEST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 59.68 FEET; THENCE SOUTH 40° 21' 31" WEST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 216.59 FEET; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 19.99 FEET AND ON A 71.93 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 27° 51' 12" WEST 19.93 FEET; THENCE SOUTH 20° 23' 41" WEST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 74.42 FEET; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 88.62 FEET AND ON A 102.84 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 44° 41' 39" WEST 85.90 FEET; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 36.54 FEET AND ON A 32.12 FOOT RADIUS TO THE LEFT WHOSE CHORD BEARS SOUTH 38° 44' 54" WEST 34.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HARRISON STREET AS RELOCATED; THENCE SOUTH 11° 44' 15" WEST ON SAID EASTERLY RIGHT OF WAY LINE 159.76 FEET; THENCE SOUTHWESTERLY ON SAID EASTERLY RIGHT OF WAY LINE 10.65 FEET AND ON A 49.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 05° 29' 52" WEST 10.63 FEET; THENCE SOUTH 00° 43' 37" EAST ON SAID EASTERLY RIGHT OF WAY LINE 80.08 FEET; THENCE SOUTHWESTERLY ON SAID EASTERLY RIGHT OF WAY LINE 12.49 FEET AND ON A 51.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 06° 17' 28" WEST 12.46 FEET; THENCE SOUTH 13° 18' 33" WEST ON SAID EASTERLY RIGHT OF WAY LINE 8.37 FEET; THENCE SOUTHWESTERLY ON SAID EASTERLY RIGHT OF WAY LINE 13.61 FEET AND ON A 87.58 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 07° 11' 38" WEST 13.60 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), INTERNATIONAL FEET.

AARON D. SMITH
PS - 43068

DATE

**RIVERS EDGE ROUNDABOUT
CITY OF KALAMAZOO**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 100'

W&A JOB#: 164083

REVISIONS:

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 11

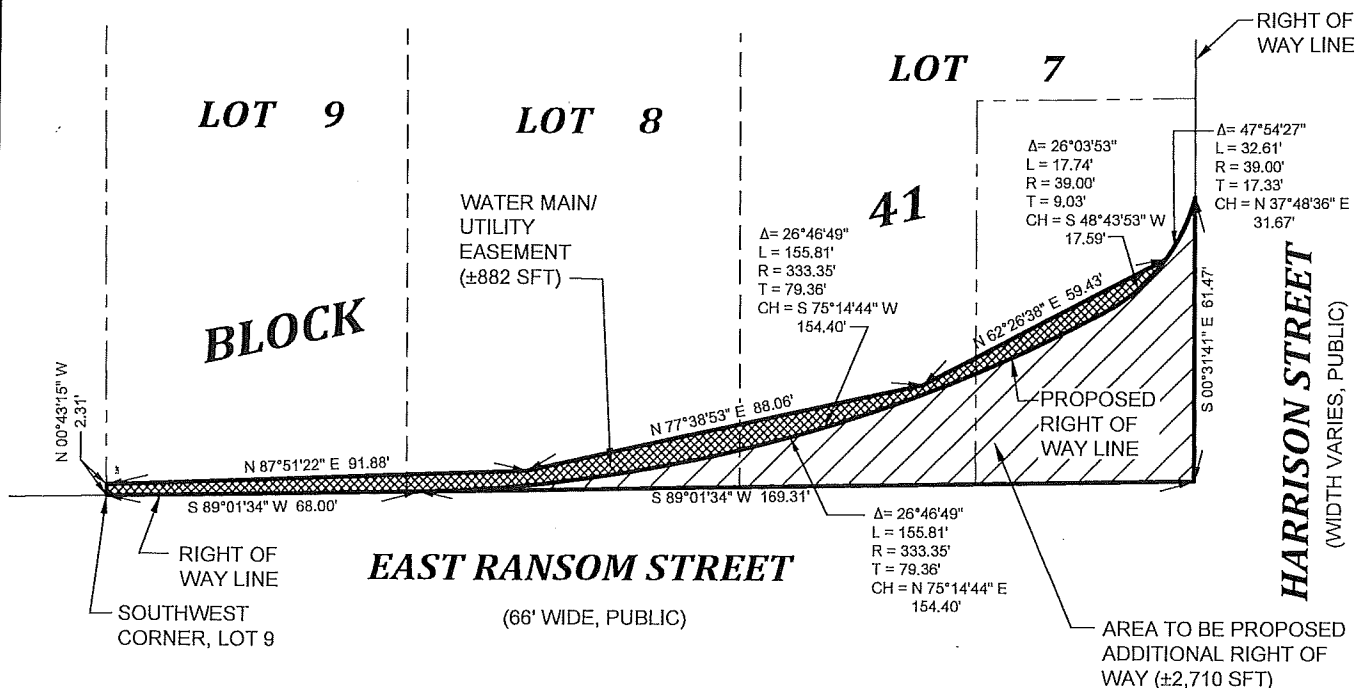
RIGHT OF WAY

DATE CREATED: 11/1/2017

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "B"
CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2014-003676

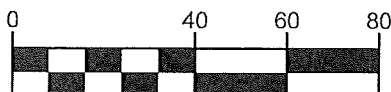
THIS IS NOT A
BOUNDARY SURVEY.



LEGAL DESCRIPTION OF AREA TO BE PROPOSED ADDITIONAL RIGHT OF WAY

THAT PART OF BLOCK 41, THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF KALAMAZOO, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 9, SAID BLOCK 41; THENCE NORTH $89^\circ 01' 34''$ EAST ON THE SOUTH LINE OF SAID BLOCK 41 AND THE NORTH RIGHT OF WAY LINE OF EAST RANSOM STREET 68.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTHEASTERLY 155.81 FEET ON A 333.35 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH $75^\circ 14' 44''$ EAST 154.40 FEET; THENCE NORTHEASTERLY 32.61 FEET ON A 39.00 RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH $37^\circ 48' 36''$ EAST 31.67 FEET TO THE EAST LINE OF SAID BLOCK 41 AND THE WEST RIGHT OF WAY LINE OF HARRISON STREET; THENCE SOUTH $00^\circ 31' 41''$ EAST ON SAID EAST BLOCK LINE 61.47 FEET TO SAID SOUTH BLOCK LINE; THENCE SOUTH $89^\circ 01' 34''$ WEST ON SAID SOUTH BLOCK LINE 169.31 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), INTERNATIONAL FEET.



1 inch = 40 ft.

AARON D. SMITH
PS - 43068

DATE

**RIVERS EDGE ROUNDABOUT
CITY OF KALAMAZOO**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 40'

W&A JOB#: 164083

REVISIONS:

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 20

RIGHT OF WAY

DATE CREATED: 9/27/2017

AGREEMENT FOR DECLARATION OF EASEMENTS

This Agreement for Declaration of Easement ("Agreement") is made on December 21, 2018 by the City of Kalamazoo Brownfield Redevelopment Authority, a Michigan public body corporate, whose address is 241 W. South Street, Kalamazoo, Michigan ("BRA") and the City of Kalamazoo, a Michigan municipal corporation, 241 West South Street, Kalamazoo, Michigan 49007 ("City").

The following is a recital of facts underlying this Agreement:

A. The City has completed a road improvement project involving the construction of a round-about at intersection of East Ransom Street, Harrison Street and Gull Road, along with other road, sidewalk, utility and landscaping improvements ("Project"). BRA contributed a significant portion of the costs for the Project.

B. BRA owns parcels of land at 525 and 535 East Ransom Street (Parcel Nos. 06-15-269-351 & 06-15-290-207), 508 Harrison Street (Parcel No. 06-15-295-100), and 632 Gull Road (Parcel No. 06-15-286-100) which are parcels adjacent to and impacted by the Project. (collectively, "Property").

C. The Project required that portions of the Property were needed to construct the round-about and to make other improvements noted above. BRA has signed a separate quit claim deed transferring portions of the Property as described in the deed to the City, subject to this Agreement. ("R-O-W Parcels")

D. Located adjacent to the R-O-W Parcels and within the Property are certain public utilities (e.g. water, sanitary sewer and storm water systems) maintained by the City. The Project and the improvements made to the public utilities benefit the Property and BRA's goals for future redevelopment. Therefore, BRA grants the City the right to own, operate and maintain its public utilities on portions of the Property described below. ("Easements")

THEREFORE, in consideration of the foregoing and to more fully describe the Easements, the City and BRA agree and declare as follows:

1. The Recitals set forth above are true and correct, and are incorporated by this reference.

2. Those portions of the Property subject to this Agreement are more fully described in Exhibits A thru E to this Agreement (collectively, "Easement Area").

3. The City shall have perpetual non-exclusive Easements over, under and across the Easement Area for the purposes of maintaining, repairing, replacing or modifying its public utilities (e.g. water, sanitary sewer or storm water systems) located now or in the future on or under the Easement Area. The City shall also have the right to temporary access the Property when it is necessary to perform any of the preceding activities. In doing so, the City shall restore that portion of the Easement Area or the Property that is damaged or otherwise disturbed as a result of the work done during those maintenance, repair, replacement or installation activities to as near as possible the condition found before those activities commenced. The City will provide BRA with a 10-day written notification of the need to access its easement. However, in the case of an emergency, the City may promptly address the emergency and as soon as practicable under those circumstances notify BRA of the emergency situation and the need to access the Easement Area or the Property.

4. BRA retains and reserves for itself, its officials, contractors, representatives, successors and assigns the right of ingress and egress across the Easement Area and for any other purpose so long as it does not materially impair the Easements and any purpose for which it is granted. BRA agrees that it shall not construct or install any structure or improvements, except for any landscaping or lighting required under the then existing City Zoning Ordinance, over those above described utilities within the Easement Area without the prior written consent of the City. It is understood that BRA will maintain a five (5) landscaping easement that abuts the easement area described in Exhibit E. This landscaping easement is more fully depicted and described in Exhibit F.

5. BRA shall indemnify, defend and hold harmless the City, its employees, officials, representatives, successors and assigns, from all legal claims and expenses (including, without limitation, attorneys' fees and costs) arising from any damage to the City's public utilities, lines or facilities on, under or across the Easement Area caused by the actions or omissions of BRA, its employees, officials, contractors, agents or representatives.

6. In order to effectuate the Easements, a true and complete copy of this Agreement shall be recorded with the Kalamazoo County Register of Deeds immediately following the recording of the quit claim deed conveying the R-O-W Parcels to the City.

7. These Easements shall be perpetual and run with the Property.

8. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan, and shall be binding upon and inure to the benefit of the parties, and all their respective heirs, successors, assigns and transferees.

9. This Agreement is exempt from transfer tax under MCL 207.505(5)(a) and MCL 207.526(6)(a).

SIGNATURES AND ACKNOWLEDGMENTS INTENTIONALLY ON NEXT PAGE

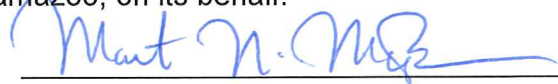
Dated: 21 Dec, 2018

CITY OF KALAMAZOO

By: James K. Ritsema
Its: City Manager

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on 21 Dec, 2018, by James K. Ritsema, City Manager for City of Kalamazoo, on its behalf.


Notary Public,
Kalamazoo County, Michigan
My Commission Expires: 02/01/2021

Dated: 21 Dec, 2017

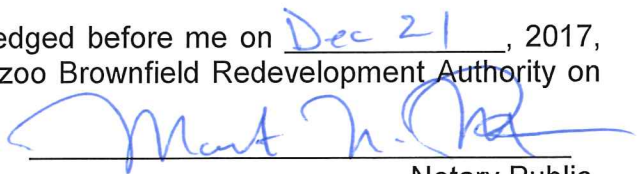
City of Kalamazoo Brownfield
Redevelopment Authority


By: Douglas J. Phillips
Its: Chair

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on Dec 21, 2017, by Douglas J. Phillips, chair of City of Kalamazoo Brownfield Redevelopment Authority on its behalf.


Notary Public
Kalamazoo County, Michigan
My commission expires: 02/01/2021

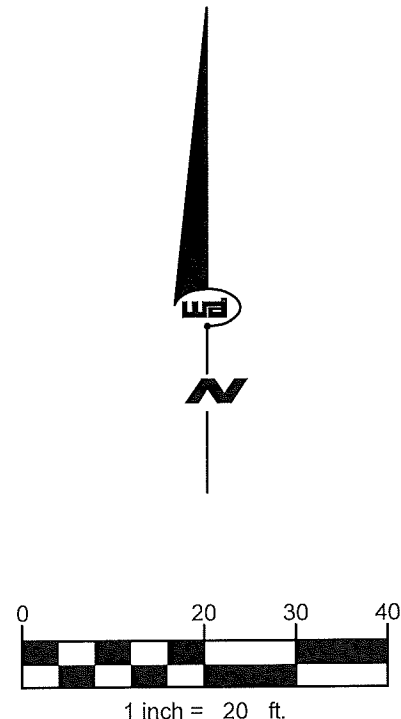
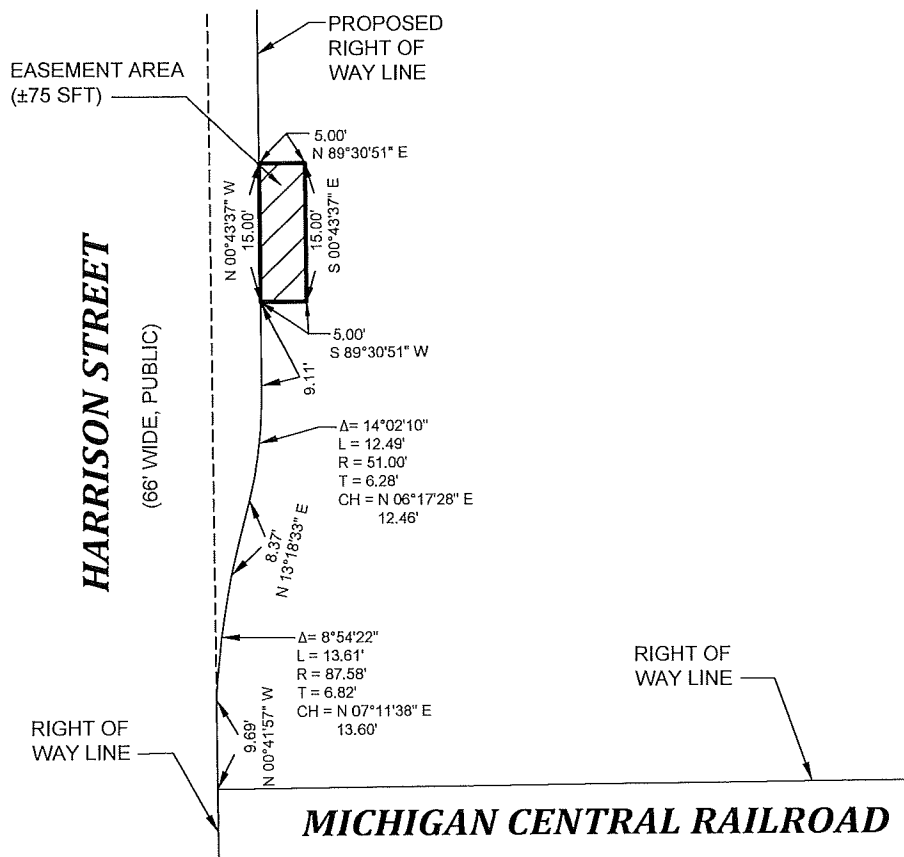
Drafted by and when recorded return to:
John W. Kneas
Counsel to BRA
241 West South St.
Kalamazoo, MI 49007
(269) 337-8185



STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "A"
CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2015-000439

THIS IS NOT A
BOUNDARY SURVEY.



LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN AND THAT PART OF CAVE'S ADDITION TO THE CITY OF KALAMAZOO, BEING A SUBDIVISION IN SAID SECTION 15, RECORDED IN LIBER 5 OF PLATS, PAGE 13, KALAMAZOO COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HARRISON AVENUE (NOW STREET) AS SHOWN ON THE ORIGINAL PLAT OF TOWN OF KALAMAZOO, RECORDED IN LIBER J OF DEEDS, PAGE 640, KALAMAZOO COUNTY RECORDS AND THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD; THENCE NORTH 00° 41' 57" WEST ON SAID EASTERLY RIGHT OF WAY LINE 9.69 FEET; THENCE NORTHEASTERLY 13.61 FEET ON THE EASTERLY RIGHT OF WAY LINE OF HARRISON STREET AS RELOCATED AND ON A 87.58 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 07° 11' 38" EAST 13.60 FEET; THENCE NORTH 13° 18' 33" EAST ON SAID EASTERLY RIGHT OF WAY LINE 8.37 FEET; THENCE NORTHEASTERLY 12.49 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 51.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 06° 17' 28" EAST 12.46 FEET; THENCE NORTH 00° 43' 37" WEST ON SAID EASTERLY RIGHT OF WAY LINE 9.11 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 00° 43' 37" WEST ON SAID EASTERLY RIGHT OF WAY LINE 15.00 FEET; THENCE NORTH 89° 30' 51" EAST 5.00 FEET; THENCE SOUTH 00° 43' 37" EAST PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE 15.00 FEET; THENCE SOUTH 89° 30' 51" WEST 5.00 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE), INTERNATIONAL FEET.

AARON D. SMITH
PS - 43068

DATE

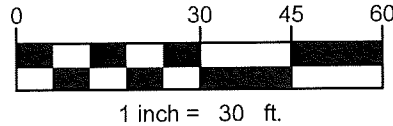
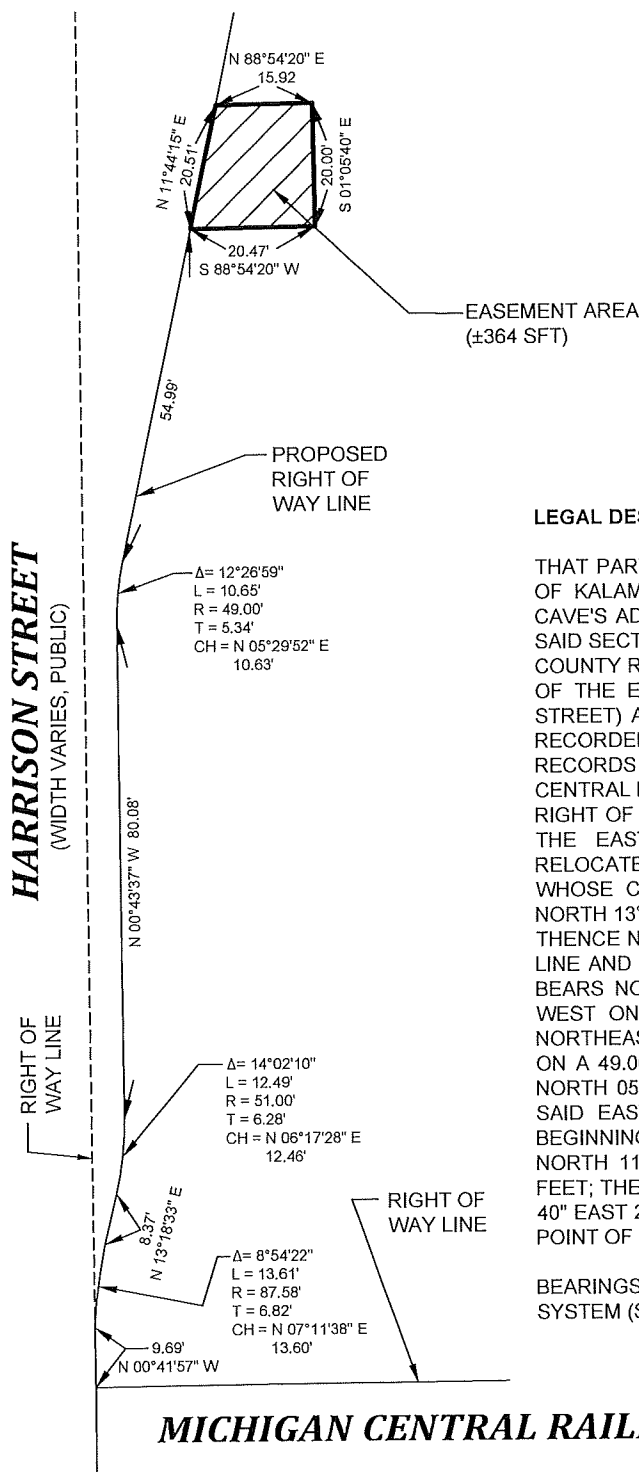
RIVERS EDGE ROUNDABOUT CITY OF KALAMAZOO		MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) INTERNATIONAL FEET.	
		DRAWN BY: ACK	CHECKED BY: GDH
		SCALE: 1" = 20'	EXHIBIT PREPARED BY: WIGHTMAN & ASSOCIATES, INC. 9835 PORTAGE ROAD PORTAGE, MI 49002 269-327-3532
ITEM: 16	WATER EASEMENT	W&A JOB#: 164083	
DATE CREATED: 9/27/2017		REVISIONS:	

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "B"

CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2015-000439

THIS IS NOT A
BOUNDARY SURVEY.



LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN AND THAT PART OF CAVE'S ADDITION TO THE CITY OF KALAMAZOO, BEING A SUBDIVISION IN SAID SECTION 15, RECORDED IN LIBER 5 OF PLATS, PAGE 13, KALAMAZOO COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HARRISON AVENUE (NOW STREET) AS SHOWN ON THE ORIGINAL PLAT OF TOWN OF KALAMAZOO, RECORDED IN LIBER J OF DEEDS, PAGE 640, KALAMAZOO COUNTY RECORDS AND THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD; THENCE NORTH 00° 41' 57" WEST ON SAID EASTERLY RIGHT OF WAY LINE 9.69 FEET; THENCE NORTHEASTERLY 13.61 FEET ON THE EASTERLY RIGHT OF WAY LINE OF HARRISON STREET AS RELOCATED AND ON AN 87.58 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 07° 11' 38" EAST 13.60 FEET; THENCE NORTH 13° 18' 33" EAST ON SAID EASTERLY RIGHT OF WAY LINE 8.37 FEET; THENCE NORTHEASTERLY 12.49 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 51.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 06° 17' 28" EAST 12.46 FEET; THENCE NORTH 00° 43' 37" WEST ON SAID EASTERLY RIGHT OF WAY LINE 80.08 FEET; THENCE NORTHEASTERLY 10.65 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 49.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 05° 29' 52" EAST 10.63 FEET; THENCE NORTH 11° 44' 15" EAST ON SAID EASTERLY RIGHT OF WAY LINE 54.99 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 11° 44' 15" EAST ON SAID EASTERLY RIGHT OF WAY LINE 20.51 FEET; THENCE NORTH 88° 54' 20" EAST 15.92 FEET; THENCE SOUTH 01° 05' 40" EAST 20.00 FEET; THENCE SOUTH 88° 54' 20" WEST 20.47 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), INTERNATIONAL FEET.

AARON D. SMITH
PS - 43068

DATE

RIVERS EDGE ROUNDABOUT CITY OF KALAMAZOO

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 30'

W&A JOB#: 164083

REVISIONS:

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 17

SEWER EASEMENT

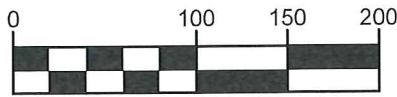
DATE CREATED: 9/27/2017

DATE CREATED: 9/27/2017

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "A" D
CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2005-06910

THIS IS NOT A
BOUNDARY SURVEY.



1 inch = 100 ft.



HARRISON STREET
(WIDTH VARIES, PUBLIC)

GULL STREET
(WIDTH VARIES, PUBLIC)

EASEMENT AREA
(±1,365 SFT)

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN AND THAT PART OF CAVE'S ADDITION TO THE CITY OF KALAMAZOO, BEING A SUBDIVISION IN SAID SECTION 15, RECORDED IN LIBER 5 OF PLATS, PAGE 13, KALAMAZOO COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HARRISON AVENUE (NOW STREET) AS SHOWN ON THE ORIGINAL PLAT OF TOWN OF KALAMAZOO, RECORDED IN LIBER J OF DEEDS, PAGE 640, KALAMAZOO COUNTY RECORDS AND THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CENTRAL RAILROAD; THENCE NORTH 00° 41' 57" WEST ON SAID EASTERLY RIGHT OF WAY LINE 9.69 FEET; THENCE NORTHEASTERLY ON THE EASTERLY RIGHT OF WAY LINE OF HARRISON AVENUE AS RELOCATED 13.61 FEET AND ON A 87.58 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 07° 11' 38" EAST 13.60 FEET; THENCE NORTH 13° 18' 33" EAST ON SAID EASTERLY RIGHT OF WAY LINE 8.37 FEET; THENCE NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE 12.49 FEET AND ON A 51.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 06° 17' 28" EAST 12.46 FEET; THENCE NORTH 00° 43' 37" WEST ON SAID EASTERLY RIGHT OF WAY LINE 80.08 FEET; THENCE NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 49.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 05° 29' 52" EAST 10.63 FEET; THENCE NORTH 11° 44' 15" EAST ON SAID EASTERLY RIGHT OF WAY LINE 159.76 FEET; THENCE NORTHEASTERLY ON SAID EASTERLY RIGHT OF WAY LINE 36.54 FEET AND ON A 32.12 FOOT RADIUS TO THE RIGHT WHOSE CHORD BEARS NORTH 38° 44' 54" EAST 34.61 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GULL STREET AS RELOCATED; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 88.62 FEET AND ON A 102.84 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 44° 41' 39" EAST 85.90 FEET; THENCE NORTH 20° 23' 41" EAST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 74.42 FEET; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 19.99 FEET AND ON A 71.93 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 27° 51' 12" EAST 19.93 FEET; THENCE NORTH 40° 21' 31" EAST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 216.59 FEET; THENCE NORTH 45° 23' 06" EAST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 54.68 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 45° 23' 06" EAST ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 5.00 FEET; THENCE SOUTH 43° 40' 11" EAST 273.02 FEET; THENCE SOUTH 46° 19' 49" WEST 5.00 FEET; THENCE NORTH 43° 40' 11" WEST 272.93 FEET TO THE POINT OF BEGINNING.

N 00°41'57" W
9.69'

8.37'
N 13°18'33" E

Δ= 8°54'22"
L = 13.61'
R = 87.58'
T = 6.82'
CH = N 07°11'38" E
13.60'

**MICHIGAN
CENTRAL
RAILROAD**

RIGHT OF
WAY LINE

Δ= 12°26'59"
L = 10.65'
R = 49.00'
T = 5.34'
CH = N 05°29'52" E
10.63'

80.08'
N 00°43'37" W

Δ= 65°10'41"
L = 36.54'
R = 32.12'
T = 20.54'
CH = N 38°44'54" E
34.61'

PROPOSED
RIGHT OF
WAY LINE

Δ= 49°22'12"
L = 88.62'
R = 102.84'
T = 47.27'
CH = N 44°41'39" E
85.90'

Δ= 15°55'27"
L = 19.99'
R = 71.93'
T = 10.06'
CH = N 27°51'12" E
19.93'

216.59'
N 40°21'31" E

N 45°23'06" E
54.68'
N 45°23'06" E
5.00'

S 43°40'11" E 273.02'
N 43°40'11" W 272.93'

5.00'
S 46°19'49" W

AARON D. SMITH
PS - 43068

DATE

**RIVERS EDGE ROUNDABOUT
CITY OF KALAMAZOO**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 100'

W&A JOB#: 164083

REVISIONS:

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 8

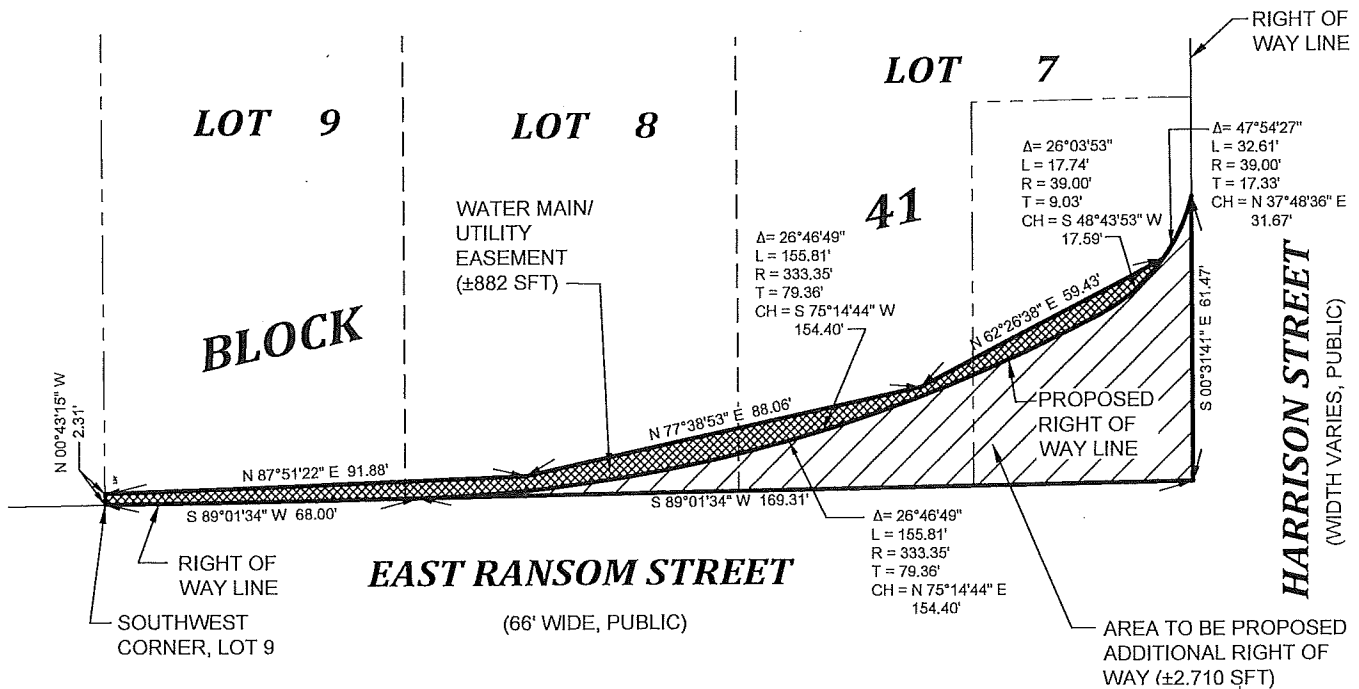
LANDSCAPE EASEMENT

DATE CREATED: 10/30/2017

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "A" E
CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY
DOCUMENT NO. 2014-003676

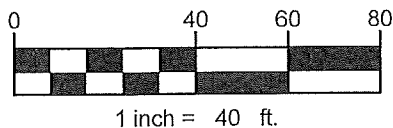
THIS IS NOT A
BOUNDARY SURVEY.



LEGAL DESCRIPTION OF UTILITY EASEMENT

THAT PART OF BLOCK 41, THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF KALAMAZOO, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, SAID BLOCK 41; THENCE NORTH $00^\circ 43' 15''$ WEST ON THE WEST LINE OF SAID LOT 9 A DISTANCE OF 2.31 FEET; THENCE NORTH $87^\circ 51' 22''$ EAST 91.88 FEET; THENCE NORTH $77^\circ 38' 53''$ EAST 88.06 FEET; THENCE NORTH $62^\circ 26' 38''$ EAST 59.43 FEET; THENCE SOUTHWESTERLY 17.74 FEET ON A 39.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH $48^\circ 43' 53''$ WEST 17.59 FEET; THENCE SOUTHWESTERLY 155.81 FEET ON A 333.35 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH $75^\circ 14' 44''$ WEST 154.40 FEET TO THE SOUTH LINE OF SAID BLOT 41 AND THE NORTH RIGHT OF WAY LINE OF EAST RANSOM STREET; THENCE SOUTH $89^\circ 01' 34''$ WEST ON SAID SOUTH BLOCK LINE 68.00 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE), INTERNATIONAL FEET.



AARON D. SMITH
PS - 43068

DATE

**RIVERS EDGE ROUNDABOUT
CITY OF KALAMAZOO**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 40'

W&A JOB#: 164083

REVISIONS:

ITEM: 20

RIGHT OF WAY

DATE CREATED: 9/27/2017

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Clyde Robinson, City Attorney & Jerome Kisscorni, Ass't City Manager/Econ.Dev. Director

PREPARED BY: John W. Kneas, Counsel to BRA

DATE: 12/26/2017

SUBJECT: Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: Quit Claim Deeds between City and MacKenzie & MacKenzie, LLC, and Agreement for Declaration of Easement.

RECOMMENDATION

It is recommended that the City Commission: 1) approve the Quit Claim Deed from the City to MacKenzie & MacKenzie, LLC (MacKenzie) (City QCD); 2) accept the Quit Claim Deed from MacKenzie to the City (MacKenzie QCD); 3) approve the Agreement for Declaration of Easement (Agreement); and 4) authorize the City Manager to sign the City QCD, the Agreement and any additional documents related to these transactions.

BACKGROUND

On November 3, 2017 a 'Walk Around the Round-About' event marked the essential completion of the construction of the round-about at the intersections of Harrison St./Ransom St./Gull Rd and the corresponding street, utility and landscaping improvements (Project). The Project was spearheaded by the BRA as a catalyst for continued redevelopment in the Rivers Edge area – especially the former KTS site and other BRA owned parcels. The Project had been in the planning stages for several years before construction starting earlier this year.

MacKenzie owns the property at 527 Harrison Street on which MacKenzies' Bakery is located (Property). The Project required that a portion of the Property abutting East Ransom Street was needed right-of-way (E. Ransom Parcel), and a portion of Harrison Street that immediately abuts the Property was no longer needed right-of-way (Harrison Parcel). Under these circumstances city staff and MacKenzie tentatively agreed that the City would transfer the Harrison Parcel to MacKenzie, subject to the needed utility easement under the Agreement, and MacKenzie would transfer the E. Ransom Parcel to the City.

The City engineering staff has reviewed and approved the Agreement.

COMMUNITY RESOURCES CONSULTED

The Project itself was presented to the public at various community meetings – the input from those meetings were considered and assisted in arriving at the final plans for the Project.

FISCAL IMPACT

To date, the total cost of the Project is \$2,413,630.46 (there are approximately \$10,000 - \$20,000 additional funds to cover some punch list items that must wait until spring to complete). BRA contributed approximately \$1.3 million from the Local Site Revolving Remediation Fund. However, once adjacent parcels along the Project are completed most, if not all, of the Project costs qualify as eligible costs under the Brownfield Redevelopment Financing Act, which BRA can capture from tax increment revenues.

ALTERNATIVES

Considering the road improvement components of the Project are completed the only recommended action is the approval and acceptance of the two quit claim deeds and the approval of the easement agreement.

ATTACHMENTS:

Type	Description
 Aerial Photo	Quit Claim Deed – City to MacKenzie & MacKenzie
 Aerial Photo	Quit Claim Deed – MacKenzie & MacKenzie to City
 Aerial Photo	Agreement for Declaration of Easement

QUIT CLAIM DEED

The City of Kalamazoo, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan, in consideration of less than One Hundred Dollars (\$100.00), quit claims to MacKenzie & MacKenzie, LLC, a Michigan limited liability company, whose address is 527 Harrison Street, Kalamazoo, Michigan ("Grantee"), all the right, title, and interest acquired by the City of Kalamazoo ("City"), in the following described land situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan ("Property"):

See Attached Exhibit A

This conveyance:

1. is exempt from taxation on this transfer under the provisions of MCL 207.505(a) & (h)(i); and MCL 207.526(a) & (h)(i), as amended;
2. is with the understanding that the City makes no representation or guarantees regarding any environmental or other condition relating to the property, that Grantee acquires the property in "as is" condition;
3. is made as the result of the road improvement project involving the construction of a round-about at intersection of East Ransom Street, Harrison Street and Gull Road with the Property originally being part of the Harrison Street right-of-way that abutted Grantee's property at 527 Harrison St.
4. is made subject to the limitations, restrictions and conditions of record, and specifically includes those set forth in the Agreement for Declaration of Easement between Grantee and the City dated _____, 2018.

City of Kalamazoo

Date: _____, 2018

By: _____
James K. Ritsema
Its: City Manager

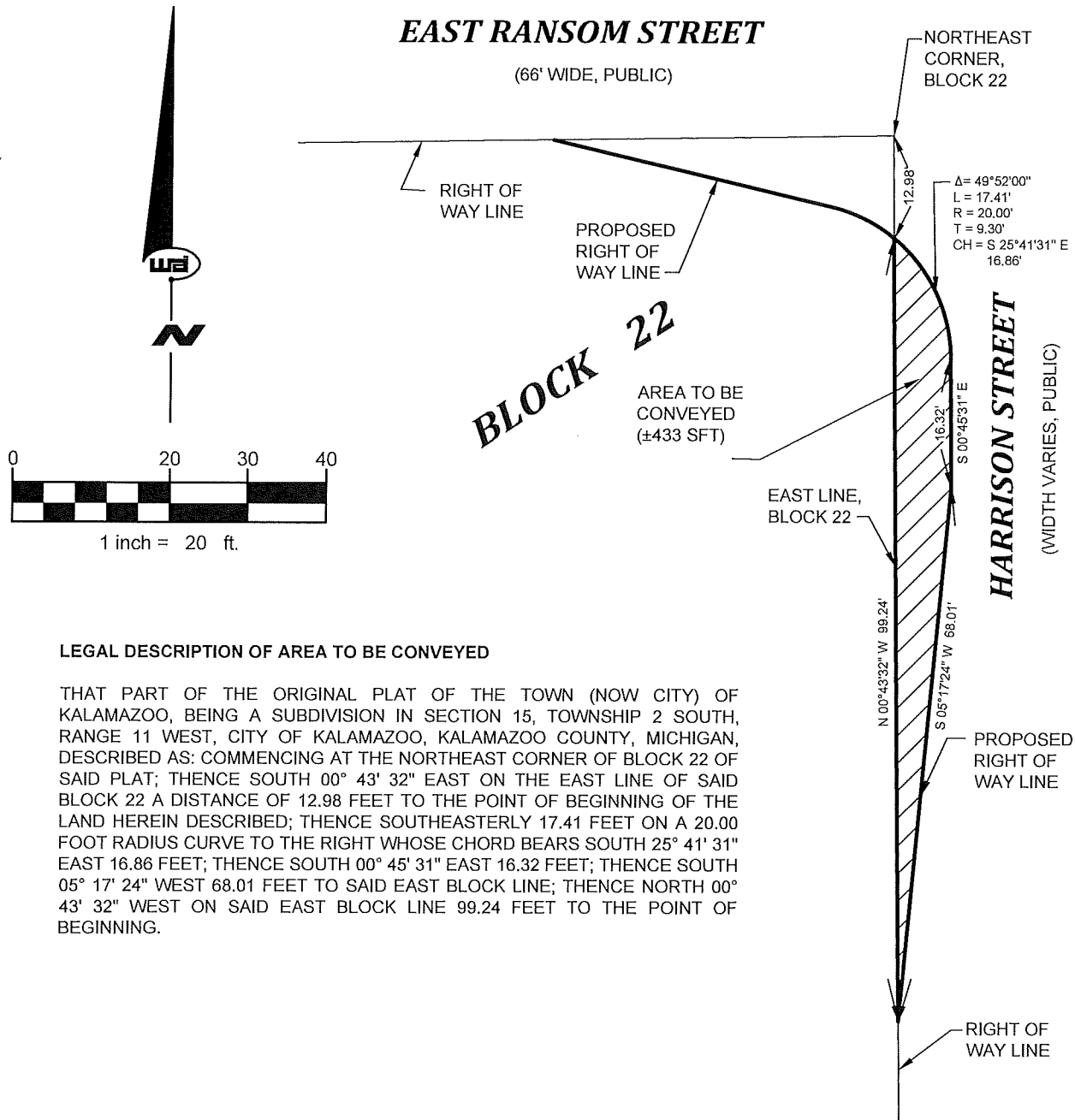
CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 2018, by James K. Ritsema, City Manager, on behalf of the City of Kalamazoo, a Michigan municipal corporation.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

DRAFTED BY & RETURN TO:
John W. Kneas (P26112)
241 W. South Street
Kalamazoo, MI 49007
269-337-8404



AARON D. SMITH
PS - 43068

DATE

**RIVERS EDGE ROUNDABOUT
CITY OF KALAMAZOO**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 20'

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 2

RIGHT OF WAY

W&A JOB#: 164083

DATE CREATED: 9/27/2017

REVISIONS:

QUIT CLAIM DEED

The Grantor, MacKenzie & MacKenzie, LLC, a Michigan limited liability company, whose address is 527 Harrison Street, Kalamazoo, Michigan ("Grantor"), in consideration of less than One Hundred Dollars (\$100.00), quit claims to the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan ("City"), all the right, title, and interest acquired by Grantor, in the following described land situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan ("Property"):

See Attached Exhibit A

This conveyance:

1. is exempt from taxation on this transfer under the provisions of MCL 207.505(a) and MCL 207.526(a), as amended;
2. is with the understanding that the Grantor makes no representation or guarantees regarding any environmental or other condition relating to the Property, that the City acquires the Property in "as is" condition;
3. is made because additional right-of-way was needed to construct a round-about at the intersection of East Ransom Street, Harrison Street and Gull Road; the Property originally being part of Grantor's parcel of land at 527 Harrison Street (Parcel No. 06-15-274-001).
4. is made subject to the easements, limitations, restrictions and conditions of record.

MacKenzie & MacKenzie, LLC

Date: _____, 201__

By: _____

John MacKenzie

Its: Member

By: _____

Mary MacKenzie

Its: Member

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN }
 } ss.
COUNTY OF KALAMAZOO }

The foregoing instrument was acknowledged before me on _____, 201__, by John MacKenzie and Mary MacKenzie, sole members of MacKenzie & MacKenzie, LLC, on its behalf.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

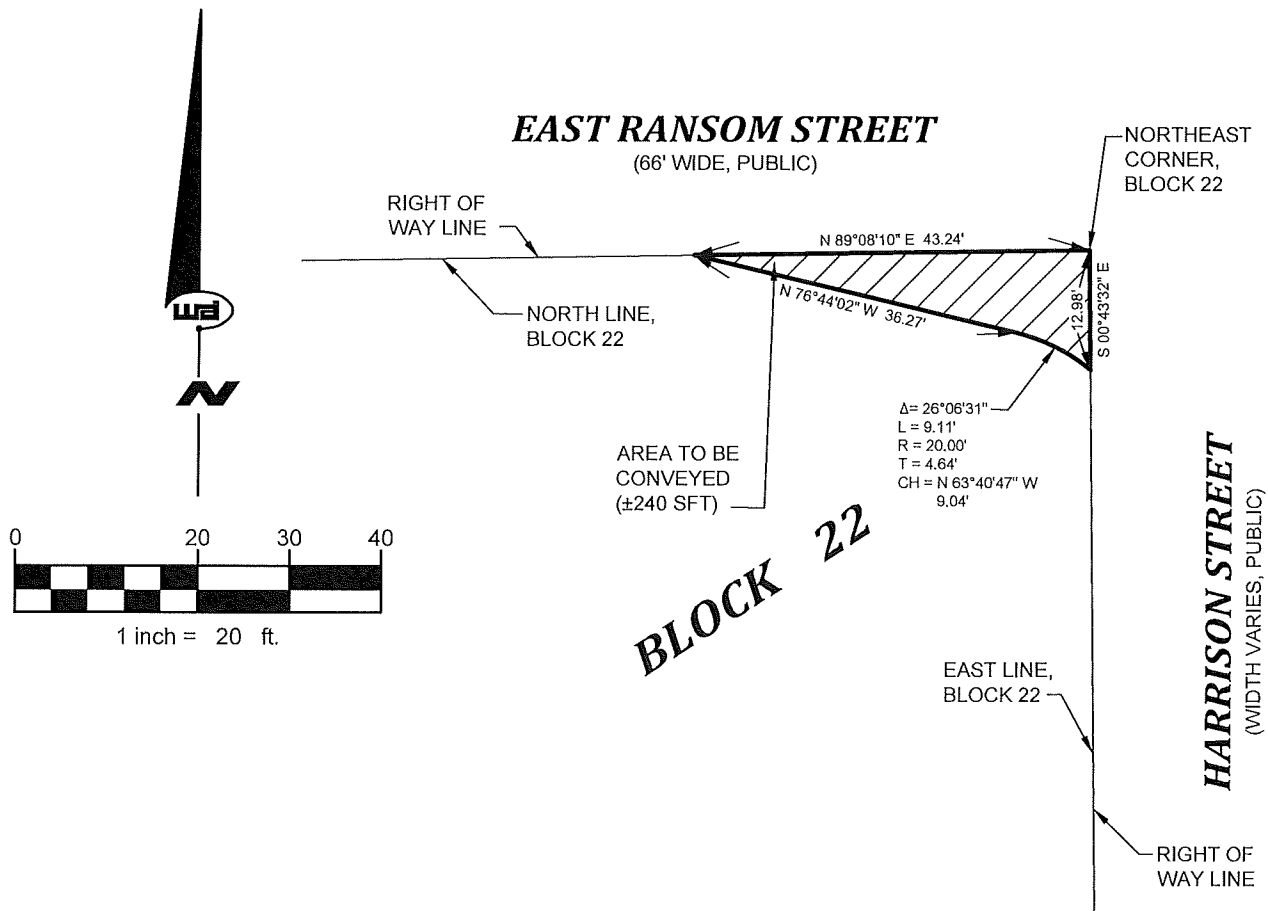
DRAFTED BY & RETURN TO:
John W. Kneas (P26112)
241 W. South Street
Kalamazoo, MI 49007
269-337-8404

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF KALAMAZOO
SECTION 15, T. 02S, R. 11W

EXHIBIT "A"

MACKENZIE & MACKENZIE, LLC
LIBER 1959, PAGE 979

THIS IS NOT A
BOUNDARY SURVEY.



LEGAL DESCRIPTION OF AREA TO BE CONVEYED

THAT PART OF BLOCK 22, ORIGINAL PLAT OF THE TOWN (NOW CITY) OF KALAMAZOO, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 22; THENCE SOUTH 00° 43' 32" EAST ON THE EAST LINE OF SAID BLOCK 22 A DISTANCE OF 12.98 FEET; THENCE NORTHWESTERLY 9.11 FEET ON A 20.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 63° 40' 47" WEST 9.04 FEET; THENCE NORTH 76° 44' 02" WEST 36.27 FEET TO THE NORTH LINE OF SAID BLOCK 22; THENCE NORTH 89° 08' 10" EAST ON SAID NORTH BLOCK LINE 43.24 FEET TO THE POINT OF BEGINNING.

AARON D. SMITH
PS - 43068

DATE

RIVERS EDGE ROUNDABOUT CITY OF KALAMAZOO

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 20'

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 1

RIGHT OF WAY

W&A JOB#: 164083

DATE CREATED: 9/27/2017

REVISIONS:

AGREEMENT FOR
DECLARATION OF EASEMENT

This Agreement for Declaration of Easement ("Agreement") is made on _____, 2018 by MacKenzie & MacKenzie, LLC, a Michigan limited liability company, whose address is 527 Harrison Street, Kalamazoo, Michigan, 49007 ("MacKenzie") and the City of Kalamazoo, a Michigan municipal corporation, 241 West South Street, Kalamazoo, Michigan 49007 ("City").

The following is a recital of facts underlying this Agreement:

A. The City has completed a road improvement project involving the construction of a round-about at intersection of East Ransom Street, Harrison Street and Gull Road, along with other road, sidewalk, utility and landscaping improvements ("Project").

B. MacKenzie owns the property at 527 Harrison Street which is located at the southwest corner of the above intersection ("Property").

C. The Project requires that a portion of the Property abutting East Ransom Street is needed for the Project ("E. Ransom Parcel"), and a portion of Harrison Street that immediately abuts the Property is no longer needed right-of-way ("Harrison Parcel"). Under these circumstances the City and MacKenzie agreed that the City would transfer the Harrison Parcel, subject to this Agreement, to MacKenzie, and MacKenzie would transfer the E. Ransom Parcel to the City. Each transfer made under separate quit claim deeds.

D. Located within the Harrison Parcel are a city water main line and conduit for future use by private utility services. As consideration for the transfer of the Harrison Parcel MacKenzie acknowledges and grants the City the right to own, operate and maintain its public utilities, and to allow third party entities ("Company") to place cable, fiber optic or other similar private utility services within the conduit. ("Easement")

THEREFORE, in consideration of the foregoing and to more fully describe the Easement, the City and MacKenzie agree and declare as follows:

1. The Recitals set forth above are true and correct, and are incorporated by this reference.

2. The Harrison Parcel the City is transferring and conveying by quit claim deed to MacKenzie is more fully described in Exhibit A to this Agreement.

3. The City shall have a perpetual non-exclusive Easement over, under and across the entire width of the Harrison Parcel for the purposes of maintaining, repairing, replacing or modifying its public utilities (e.g. water, sanitary sewer or storm water systems) located now or in the future under that parcel. The City shall also have the right to temporary access to the Property when it is necessary to perform any of the preceding activities. In doing so, the City shall restore that portion of the Harrison Parcel or the Property that is damaged or otherwise disturbed as a result of the work done during those maintenance, repair, replacement or installation activities to as near as possible the condition found before such activities commenced. The City will provide MacKenzie with a 10-day written notification of the need to access its easement. However, in the case of an emergency, the City may promptly address the emergency and as soon as practicable under those circumstances notify MacKenzie of the emergency situation and the need to access the Harrison Parcel or the Property.

The above rights of the City shall also apply to any Company the City allows to place its services within the conduit located with the Harrison Parcel. The City will provide the Company a copy of this Agreement and further provide written notice to MacKenzie within 10 business days following the effective date of the approval given by the City to the Company. The notice to MacKenzie will include the Company's name, address, and appropriate contact person, and if known the approximate date when the Company may install its services.

4. MacKenzie retains and reserves for itself, its employees, officials, contractors, representatives, successors and assigns the right of ingress and egress across the Harrison Parcel and for any other purpose so long as it does not materially impair the Easement and any purpose for which it is granted. MacKenzie agrees that it shall not construct or install any structure or improvements, except for any landscaping or lighting required under the then existing City Zoning Ordinance, over those above described utilities on the Harrison Parcel without the prior written consent of the City.

5. MacKenzie shall indemnify, defend and hold harmless the City, its employees, officials, representatives, successors and assigns, from all legal claims and expenses (including, without limitation, attorneys' fees and costs) arising from any damage to the City's public or a Company's private utilities, lines or facilities over, under or across the Property caused by the actions or omissions of MacKenzie, its employees, officials, contractors, agents or representatives.

6. In order to effectuate the Easement, a true and complete copy of this Agreement shall be recorded with the Kalamazoo County Register of Deeds immediately following the recording of the quit claim deed conveying the Property from the City to MacKenzie.

7. This Easement shall be perpetual, run with the Harrison Parcel, including the Property if both are combined into one parcel per City records.

8. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan, and shall be binding upon and inure to the benefit of the parties, and all their respective heirs, successors, assigns and transferees.

9. This easement is exempt from transfer tax under MCL 207.505(5)(a) and MCL 207.526(6)(a).

Dated: _____, 2018

CITY OF KALAMAZOO

By: James K. Ritsema
Its: City Manager

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 201_, by James K. Ritsema, City Manager for City of Kalamazoo, on its behalf.

Notary Public,
_____ County, Michigan
My Commission Expires: _____

Dated: _____, 201_

MACKENZIE & MACKENZIE, LLC

By: _____
John MacKenzie
Its: Member

By: _____
Mary MacKenzie
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 201_, by John MacKenzie and Mary MacKenzie, as sole members of MacKenzie & MacKenzie, LLC, on its behalf.

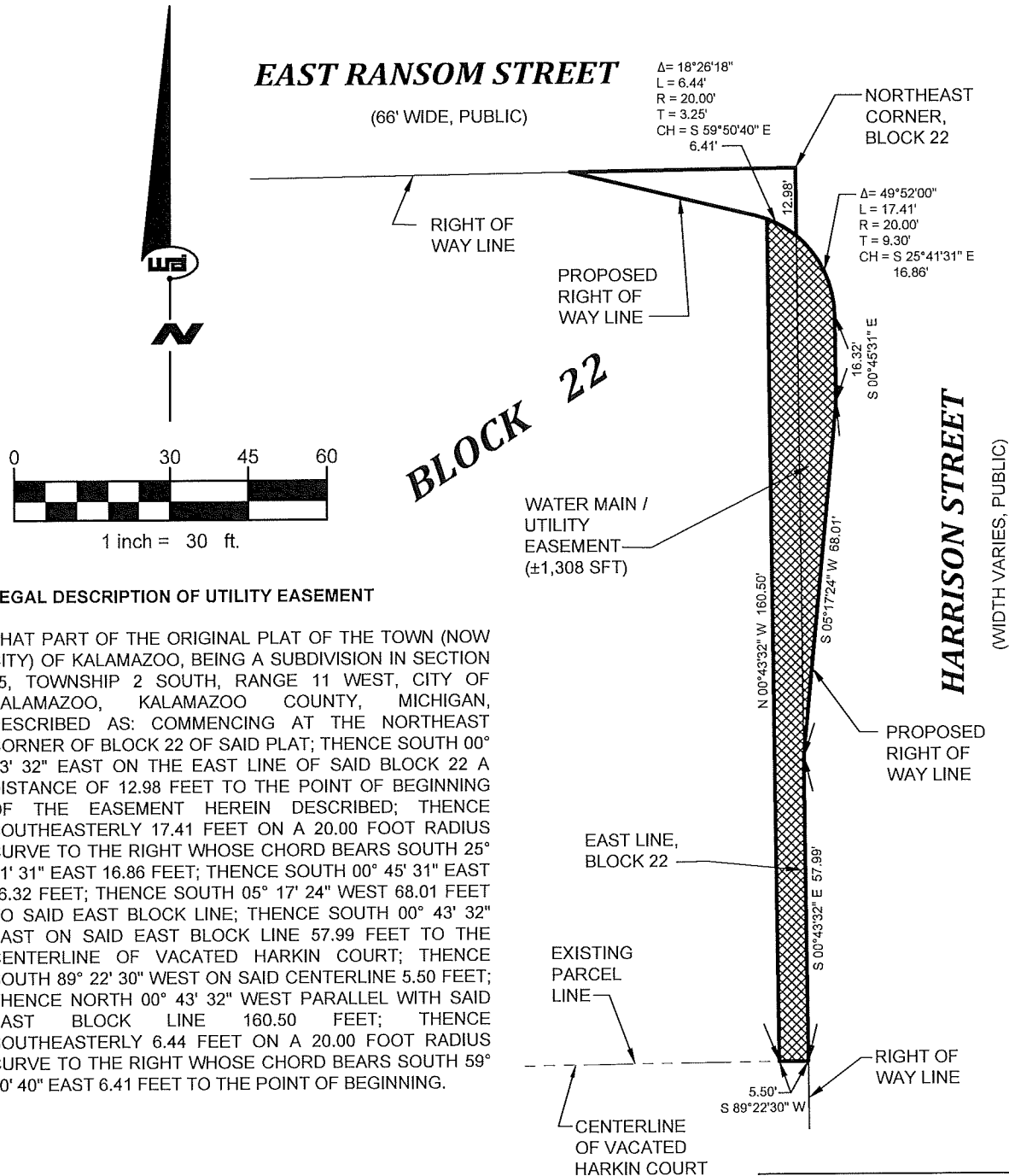
Notary Public,
_____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:
John W. Kneas
241 West South St.
Kalamazoo, MI 49007
(269) 337-8404

EXHIBIT "A"

MACKENZIE & MACKENZIE, LLC
LIBER 1959, PAGE 979

THIS IS NOT A
BOUNDARY SURVEY.



AARON D. SMITH
PS - 43068

DATE

RIVERS EDGE ROUNDABOUT CITY OF KALAMAZOO

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) INTERNATIONAL FEET.

DRAWN BY: ACK

CHECKED BY: GDH

SCALE: 1" = 30'

W&A JOB#: 164083

REVISIONS:

EXHIBIT PREPARED BY:
WIGHTMAN & ASSOCIATES, INC.
9835 PORTAGE ROAD
PORTAGE, MI 49002
269-327-3532

ITEM: 3

UTILITY EASEMENT

DATE CREATED: 9/27/2017



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Mayor Bobby J. Hopewell

PREPARED BY: Scott A. Borling, City Clerk

DATE: 1/26/2018

SUBJECT: The Appointment of City Commissioners as Liaisons to, and Members of, Committees, Boards, and Commissions

RECOMMENDATION

It is recommended that the City Commission approve the appointment and assignment of City Commissioners to various committees, boards, and commissions.

BACKGROUND

City Commission Rule No. 14 requires that the City Commission approve the appointment of Commissioners to standing committees at the beginning of the term of office and concur with the Mayor's appointments to other boards, committees and commissions.

The attached list includes recommended appointments to the three City Commission standing committees, (Administrative, Legislative, and Internal Audit), the *ad hoc* teams for Shared Prosperity Kalamazoo, and various City and community boards, committees, and commissions.

ATTACHMENTS:

Type	Description
------	-------------

- | | |
|---|---|
| □ | Proposal 2017-2019 City Commissioner Assignments to Boards/Commissions/Committees |
|---|---|

City Commission Board/Commission/Committee Assignments
2017-2019

	<i>Hopewell</i>	<i>Knott</i>	<i>Anderson</i>	<i>Cooney</i>	<i>Cunningham</i>	<i>Sykes</i>	<i>Urban</i>
Administrative Committee	X	X		X			
Legislative Committee	X	X	X				
Internal Audit Committee	X						X
Shared Prosperity Kalamazoo - Steering Team	X			X			
Shared Prosperity Kalamazoo - Jobs Goal Team		X					X
Shared Prosperity Kalamazoo - Families Goal Team			X	X			
Shared Prosperity Kalamazoo - Youth Goal Team					X	X	

City Commission Board/Commission/Committee Assignments
2017-2019

	<i>Hopewell</i>	<i>Knott</i>	<i>Anderson</i>	<i>Cooney</i>	<i>Cunningham</i>	<i>Sykes</i>	<i>Urban</i>
Community Development Act Advisory Committee (L)					X		
Downtown Development Authority (V)	X						
Economic Development Corporation/Brownfield Redevelopment Authority (V)	X						
Environmental Concerns Committee (L)			X				
Parks and Recreation Advisory Board (L)		X					
Pension Board (V)	X						
Planning Commission (L)							X
Retirement Investment Committee/Perpetual Care Investment Committee (L)			X				

V= voting member

L = liaison

City Commission Board/Commission/Committee Assignments
2017-2019

	<i>Hopewell</i>	<i>Knott</i>	<i>Anderson</i>	<i>Cooney</i>	<i>Cunningham</i>	<i>Sykes</i>	<i>Urban</i>
Central County Transportation Authority (L)							X
Community Action Board (V)				X			
Discover Kalamazoo Advisory Council (V)			X				
Foundation for Excellence Board (V - 2 positions)			X				X
Foundation for Excellence Board (Mayor)	X						
Kalamazoo Area Transportation Study Policy Advisory Committee (V)			X				
Kalamazoo Area Transportation Study Policy Advisory Committee (alt.) (V)							X
Public Media Network Board of Directors (V)				X			

V = voting member

L = liaison



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: 2/1/2018

SUBJECT: Approval of the Mayor's Appointments and Re-Appointments to Boards and Commissions.

RECOMMENDATION

It is requested that the City Commission approve the Mayor's appointments and re-appointments to the following boards and commissions:

- the re-appointment of **Randy Eberts** to the Employees' Retirement System Board of Trustees for a term expiring on March 31, 2021; and approval of a waiver of City Commission Rules 12e and 12k regarding term limits and dual board memberships.
- the appointment of **Andrew Grayson** to the Historic District Commission for a term expiring on January 1, 2021.
- the appointment of **Dana Underwood** to the Historic District Commission for a term expiring on January 1, 2021.

BACKGROUND

Under state law and City ordinance the Mayor appoints and re-appoints members to the Historic District Commission (HDC), with the approval of the City Commission. The City Clerk collects applications for the HDC and forwards them to the staff liaison. The HDC then nominates applicants for the Mayor's consideration.

The Employees' Retirement System Board of Trustees (Pension Board) consists of the City Manager, a City Commissioner (vacant at this time), elected representatives from the Public Safety Members and General Members of the Retirement System, and an at-large citizen member appointed by the Mayor with the approval of the City Commission. Historically the Mayor has appointed a member of the Retirement Investment Committee (RIC) as the citizen member on the Pension Board. Dr. Eberts currently serves as the Vice Chair of the RIC.

The attached nomination reports provide details about the nominees the Mayor has appointed.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact directly associated with these appointments and reappointments.

ALTERNATIVES

The City Commission could choose to not approve these appointments and re-appointments or postpone action until a date certain.

ATTACHMENTS:

Type	Description
▣	Report Randy Eberts Nomination Report
▣	Report Historic District Commission Nomination Report



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The City of Kalamazoo Employee Retirement System Board of Trustees recommends the City Commission approve the re-appointment of Dr. Randy Eberts. His term would expire on March 31, 2021.

SPECIAL REQUIREMENTS FOR THIS POSITION

This position requires knowledge of the Pension Ordinance to administer the plan, and the appointee cannot be a member of the Retirement System.

SELECTION PROCESS

Applicants Considered

There are no applications on file.

Interview Process and Final Recommendation

The Investment Committee and the Pension Board of Trustees supports this appointment.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Dr. Eberts is a member of the Retirement System Investment Committee, and the Perpetual Care Investment Committee.

Residency

Dr. Eberts resides in Oshtemo, however with the strict membership qualifications, the City Commission has appointed members who are not residents of the City. Dr. Eberts, as President of the Upjohn Institute is committed to the growth of downtown Kalamazoo by investing in the expansion of the Institute in the downtown area.

Term Limits

It has been a long standing practice to appoint a member of the City of Kalamazoo Employees' Retirement Investment Committee to the Pension Board. This provides the continuity the boards need to efficiently administer the Pension System.

Training, Experience, Education and Skills

Dr. Randy Eberts has a Ph.D. in economics from Northwestern University and is currently President of the Upjohn Institute. He served in the first George Bush administration as member of the White House Economic Council and later as an economist for the Federal Reserve. He also is a member on the Bronson Board, serving as chair for five years. His knowledge of the markets

and the state of the economy is extensive. He has been an excellent resource to the Investment Committee in monitoring markets.

Contribution to Diversity

Mr. Eberts is of European-American descent.

NOMINATION RATIONALE

Dr. Randy Eberts should be re-appointed based on his experience and expertise with Investment Committee.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Historic District Commission (HDC) recommends that the Mayor approve the appointment of two new commissioners from the pool of three applicants the commission has interviewed including Nicole Sabel, Dana Underwood and Andrew Grayson for their first full terms beginning on January 1, 2018 and extending through January 1, 2021.

SPECIAL REQUIREMENTS FOR THIS POSITION

All Historic District Commissioners are required by ordinance to have “a clearly demonstrated interest in or knowledge of historic preservation.” Ms. Sabel is a realtor with a special interest in historic houses and buildings. Ms. Underwood owns the Stuart Avenue Bed and Breakfast. Mr. Grayson lives in the Stuart Historic district and expresses an interest in preserving Kalamazoo’s historic character.

SELECTION PROCESS

Applicants Considered

Five applications were received for the open seats. In addition to Ms. Sabel, Ms. Underwood and Mr. Grayson, an application from last March was on file from Denise Koning and a new application was received in September from Elizabeth Steinberg. Ms. Underwood and Ms. Sabel were interviewed by the commission in November 2017. Ms. Steinberg withdrew her application on November 29th, 2018. Ms. Koning and Mr. Grayson were interviewed by the historic preservation coordinator in early January 2018 and were invited to attend the January 16, 2018 HDC meeting.

Interview Process and Final Recommendation

The applicants were informed about the commission procedures and expectations. All received packets for the January 16th HDC meeting via email and were invited to attend. When the commission finished the hearings, three applicants were interviewed by the commission. (Ms. Koning was not present.) After all questions were answered, the applicants were asked to leave and the commission deliberated.

The commission found all three candidates to have strong skills in a variety of areas:

- Ms. Underwood has been involved with other city boards, including challenging terms on CDAAC. Before she came to Kalamazoo, she was involved in historic districts in St. Louis and since her move to Kalamazoo has owned and managed the Stuart Avenue B&B, engaged in a series of updates on the building and grounds. All the commissioners felt she was very qualified and would bring experience and enthusiasm to the commission.
- Ms. Sabel is an enthusiastic lover of old houses and lives in the Milwood neighborhood. She works as a realtor with a specialty in older houses. She is especially interested “in marrying the needs of today with the design aesthetics of the past in the most effective manner possible.*”

- Mr. Grayson lives in the Stuart Area local historic district on Douglas Avenue. “He would like to serve on the Commission because he has enthusiasm for the character of Kalamazoo’s historic neighborhoods and enjoys interacting with professionals in the areas of architecture and design.*”

*Quotes are from the minutes of the January 16th HDC meeting.

NOMINEE QUALIFICATIONS

Dual Board Memberships

None of the applicants are currently serving on any other city board or commission.

Residency

Ms. Sabel lives at 1403 Reycraft in the Milwood neighborhood. Ms. Underwood lives at 229 Stuart Avenue, in the Stuart neighborhood. Mr. Grayson lives at 228 Douglas, Apt. #1 in the Stuart neighborhood.

Term Limits

This would be a first appointment to the HDC for all of the applicants. At the end of this term on January 1st, 2021 they would be eligible for re-appointment to one additional term.

Training, Experience, Education and Skills

Ms. Sabel has an avid interest in historic preservation and as a realtor, especially enjoys showing historic homes. Ms. Underwood has worked on historic homes in Saint Louis and currently owns and runs the Stuart Avenue B&B in the Bartlett-Upjohn House. She has also practiced law in Illinois and Missouri.

Contribution to Diversity

All three applicants are white. Ms. Sabel is 35-44 years old, Ms. Underwood is 55-64 years old and Mr. Grayson is 25 to 34 years old.

NOMINATION RATIONALE

The Commission recommends the appointment of Ms. Underwood. The commission feels that Ms. Sabel and Mr. Grayson are equally qualified and either of them would be an asset if appointed to the commission based on their interest and knowledge of practical preservation issues and enthusiasm for maintaining the historic character of Kalamazoo.

CITY CLERK’S CERTIFICATION

The nominees’ qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk’s Office.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: 1/26/2018

SUBJECT: Board and Commission Appointments

RECOMMENDATION

Approval of the following re-appointments to the Board of Review for Assessments:

- the reappointment of **Mr. James Lippincott** for a three-year term expiring January 31, 2021. This will constitute Mr. Lippincott's second full term.
- the reappointment of **Mr. Richard Skalski** for a three-year term expiring January 31, 2021. This will constitute Mr. Skalski's second full term.

BACKGROUND

The City Commission must approve appointments to the Board of Review for Assessments (BOR). The City Clerk's Office receives applications for the BOR and forwards them to the City Assessor. It is then the responsibility of the City Assessor to recommend appointments and re-appointments to the City Commission. The attached Appointee Nomination Report details the nominees' qualifications.

COMMUNITY RESOURCES CONSULTED

None

FISCAL IMPACT

There is no fiscal impact directly associated with these appointments.

ALTERNATIVES

The City Commission could choose to approve these re-appointments, not approve them, or postpone action to a date certain.

ATTACHMENTS:

Type	Description
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- | | |
|--------------------------|--|
| ☐ | Report Board of Review Appointee Nomination Report |
|--------------------------|--|



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The City Assessor recommends that the City Commission approve the following appointments and reappointments to the Board of Review for Assessments:

- The reappointment of **Mr. James Lippincott** for a three year term expiring January 31, 2021. This will constitute Mr. Lippincott's second full term.
- The reappointment of **Mr. Richard Skalski** for a three-year term expiring January 31, 2021. This will constitute Mr. Skalski's second full term.

SPECIAL REQUIREMENTS FOR THIS POSITION

The only requirement for this position is to be a city resident.

SELECTION PROCESS

Applicants Considered

The City Clerk's office has the previous application of Mr. Skalski and Mr. Lippincott on file. These are reappointments for both.

Interview Process and Final Recommendation

The Board of Review is unique among the city's advisory boards in that it meets for approximately three weeks in March every year to hear tax assessment appeals, and one day in July and one day in December to correct clerical errors and mutual mistakes of fact. Historically, the board has not considered membership issues due to the number of appeals heard and the resulting time constraints. In lieu of a recommendation from the board, the City Assessor typically recommends nominees for appointment to the Board of Review. City Assessor Powers and Deputy City Assessor Falkenberg have reviewed the appointee applications and have conducted interviews with the applicants. The applicants show willingness to provide service to their community. City Assessor Powers is recommending the reappointment of Mr. Skalski and Mr. Lippincott.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Mr. Lippincott does not presently serve on any other city boards. Mr. Lippincott has been on the Housing Board of Appeals.

Mr. Skalski does not presently serve on any other city boards.

Residency

The applicants reside in the city.

Term Limits

Mr. Skalski and Mr. Lippincott would serve until January 31, 2021. This will constitute Mr. Skalski's and Mr. Lippincott's second full terms.

Training, Experience, Education and Skills

Mr. Lippincott is a retiree from the City of Kalamazoo. While with the City of Kalamazoo, Mr. Lippincott was employed in the assessor's office. Mr. Lippincott is familiar with the assessment and appeals procedures. Mr. Lippincott currently is the owner of Wild Birds unlimited located in the Winchell area. Mr. Lippincott's knowledge and familiarity with the people of Kalamazoo will make him a valued board member.

Mr. Skalski is a retiree from the City of Kalamazoo. While with the City of Kalamazoo, Mr. Skalski was employed in the engineering division. Mr. Skalski is familiar with many of the aspects of the site plan review process. Mr. Skalski served the last seven years on the Oshtemo Township Planning Commission. Mr. Skalski's knowledge and familiarity with City procedures and City Policies will make him a valued board member.

Contribution to Diversity

Mr. Lippincott is a white male who lives in the Winchell Area.

Mr. Skalski is a white male who live in the Arcadia Area.

NOMINATION RATIONALE

These appointments and reappointments will continue to keep diversity within our board in several areas. We will be represented by seven areas within the City and the board will continue being ethnic, age and gender diversified. All applicants are enthusiastic about serving the City and will all be valued board members.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Clyde Robinson, City Attorney

PREPARED BY: Carrie Funk, Legal Secretary

DATE: 1/19/2018

SUBJECT: City of Kalamazoo Hospital Finance Authority Resolution Confirming Appointments

RECOMMENDATION

It is requested and recommended that the City Commission adopt a resolution reappointing James K. Ritsema, Clyde J. Robinson and Thomas C. Skrobola to the City of Kalamazoo Hospital Finance Authority.

BACKGROUND

Article V, Section 1 of the Articles of Incorporation for the City of Kalamazoo Hospital Finance Authority provides that a board of commissioners consisting of three members shall be appointed by the Mayor, with the approval of the City Commission. No member of the governing body of the incorporating unit (the City Commission), nor any person not a resident of Kalamazoo County, nor any member of a governing body or officer of a lessee hospital shall be eligible for membership or appointment to the Hospital Finance Authority.

In 2014, the Mayor and City Commission confirmed the appointments of City Attorney Clyde J. Robinson, City Manager James K. Ritsema, and Thomas C. Skrobola, Chief Financial Officer to the City of Kalamazoo Hospital Finance Authority, with terms to end on June 30, 2017. All three members meet the requirements necessary for appointment.

However, as no matters came before the Hospital Finance Authority, no action was undertaken in 2017 to formally re-appoint these officials as Hospital Finance Authority Commissioners. As such they have served as de facto officials. However, the City has been advised that the Authority will likely need to meet in February 2018, thus the necessity exists to reappoint the HFA Commissioners. The attached Resolution reappoints the current members retroactive to July 1, 2017 with terms to expire on June 30, 2020.

COMMUNITY RESOURCES CONSULTED

None.

FISCAL IMPACT

None.

ALTERNATIVES

Article V, Section 1, of the Articles of Incorporation for the Hospital Finance Authority provides that three members (the "Commission") are to be appointed by the Mayor with the City Commission's approval. Traditionally, those three members have been the Finance Director, the City Manager, and the City Attorney. The Articles of Incorporation state that anyone who is a member of the governing body of the incorporating unit, a member of the governing body or an officer of a lessee hospital, or who lives outside of Kalamazoo County may not be appointed to the Hospital Finance Authority.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**RESOLUTION CONFIRMING APPOINTMENTS TO CITY OF
KALAMAZOO HOSPITAL FINANCE AUTHORITY**

Minutes of a regular meeting of the City Commission of the City held on February 5, 2018, at or after 7:00 p.m., local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Articles of Incorporation of the City of Kalamazoo Hospital Finance Authority require that the members of the Hospital Finance Authority be appointed by the Mayor and confirmed by the City Commission;

WHEREAS, Clyde J. Robinson, James K. Ritsema, and Thomas C. Skrobola were previously appointed to terms to end June 30, 2017;

WHEREAS, the Mayor and City Commission desire to re-appoint Clyde J. Robinson, Thomas C. Skrobola and James K. Ritsema as members of the Hospital Finance Authority;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The re-appointment *nunc pro tunc* of Clyde J. Robinson, Thomas C. Skrobola and James K. Ritsema by the Mayor to the City of Kalamazoo Hospital Finance Authority effective July 1, 2017, with a term to end on June 30, 2020, is confirmed.
2. The persons appointed and reappointed above shall serve until the end of their terms and until their successors shall be appointed and qualified.

The above resolution was offered by _____ and supported by _____.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on February 5, 2018. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: 1/22/2018

SUBJECT: Approval of Minutes

RECOMMENDATION

It is recommended that the City Commission approve the minutes from its meetings on January 8 and January 16, 2018.

ATTACHMENTS:

Type	Description
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- | | |
|--------------------------|--|
| ☐ | Minutes January 8, 2018 Special Work Session |
| ☐ | Minutes January 16, 2018 Business Meeting |

Roll Call

A special meeting of the Kalamazoo City Commission was held on Monday, January 8, 2018 at 6:00 p.m. in the City Commission Chambers at City Hall. The purpose of this meeting was to review and winnow applications for the at-large city position on the Foundation for Excellence Board of Directors.

COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell
Vice Mayor Erin Knott
David Anderson
Don Cooney
Eric Cunningham
Jack Urban

COMMISSIONERS ABSENT: Shannon Sykes

Also present were City Manager Jim Ritsema, City Attorney Clyde Robinson, and City Clerk Scott Borling.

Commissioner Anderson, seconded by Commissioner Cunningham, moved to excuse the absence of Commissioner Sykes. With a voice vote the motion passed.

Action Items

Discussion Topics/Action Items were considered next.

Review and
Winnowing of
Applicants for the At-
Large Position on the
FFE Board

Mayor Hopewell explained the selection process to fill the at-large position on the Foundation for Excellence (FFE) Board of Directors. Mayor Hopewell suggested the City Commission approach this appointment as an opportunity to fill diversity or skill gaps on the FFE Board.

Commissioner Urban requested that Commissioners discuss their approaches to selecting applicants prior to voting.

In response to a question from Commissioner Urban, Mayor Hopewell stated he wanted to have Commissioners make their initial selection of applicants before discussing what to do on subsequent ballots.

Commissioner Cooney stated he was impressed with the number of applicants and their qualifications.

Commissioner Anderson noted the Commission did not have absolute clarity on the full scope of activities for the FFE Board, and he questioned whether the Board would be engaged in fundraising.

Mayor Hopewell described the main activities of the FFE Board and indicated those activities could include fundraising.

Commissioner Cunningham stated all the applications were good, but he placed value on applicants who had the following qualifications: people with financial backgrounds; people who were retired or who otherwise had free time to do the work; people who were new to City involvement; and people who were born and raised in Kalamazoo.

Vice Mayor Knott stated her two criteria for applicants were either fund development experience or LGBT representation.

Commissioner Urban expressed hope that the FFE Board would make the City prove its proposals met the FFE funding criteria.

City Clerk Borling distributed the first ballot and tallied the results after Commissioners had cast their votes. The results of the first ballot were as follows:

<u>Name</u>	<u>Votes</u>	<u>Hopewell</u>	<u>Knott</u>	<u>Anderson</u>	<u>Cooney</u>	<u>Cunningham</u>	<u>Urban</u>
Dannison, Nathan	4	1	1		1		1
Houston, James	4		1	1	1		1
DeNooyer, J. Craig	3	1		1			1
Ellis, Sydney	3		1	1		1	
Hein, Dale	3			1	1		1
Perry, Jim	3	1	1	1			
Purnell, Kathy	3	1		1	1		
Breneman, Jeffrey	2	1					1
Bremer, Neil	1						1
Brown, Tauhric	1	1					
Buckman, Joe	1					1	
Campbell, Amy	1		1				
Cummings, Kailynn	1					1	
DeLuca, Richard	1					1	
Hilgart, Joshua	1					1	
Moore, Stephanie	1				1		
Oberlin, Derl	1		1				
Pomeroy, Jennifer	1					1	
Wissner, Derek	1				1		

Having received four votes each, Nathan Dannison and James Houston were selected to be interviewed on January 16th.

Mayor Hopewell suggested that on the next ballot Commissioners cast votes for a maximum of four applicants, as that was the number of interview slots remaining.

City Clerk Borling distributed the second ballot and tallied the results after Commissioners had cast their votes. The results of the second ballot were as follows:

<u>Name</u>	<u>Votes</u>	<u>Hopewell</u>	<u>Knott</u>	<u>Anderson</u>	<u>Cooney</u>	<u>Cunningham</u>	<u>Urban</u>
Dannison, Nathan	4	1	1		1		1
Houston, James	4		1	1	1		1
DeNooyer, J. Craig	4	1		1		1	1
Ellis, Sydney	4		1		1	1	1
Hein, Dale	4		1	1	1		1
Perry, Jim	3	1	1	1			
Purnell, Kathy	3			1	1	1	
Breneman, Jeffrey	2	1					1
Brown, Tauhric	1	1					

Review and
Winnowing of
Applicants for the At-
Large Position on the
FFE Board (cont'd)

Review and
Winnowing of
Applicants for the At-
Large Position on the
FFE Board (cont'd)

Having received four votes each, Craig DeNooyer, Sydney Ellis, and Dale Hein were selected to be interviewed on January 16th.

Discussion took place regarding the selection of a sixth applicant.

By consensus the City Commission decided to cast another ballot, on which each Commissioner would make one selection.

City Clerk Borling distributed the third ballot and tallied the results after Commissioners had cast their votes. The results of the third ballot were as follows:

<u>Name</u>	<u>Votes</u>	<u>Hopewell</u>	<u>Knott</u>	<u>Anderson</u>	<u>Cooney</u>	<u>Cunningham</u>	<u>Urban</u>
Dannison, Nathan	4	1	1		1		1
Houston, James	4		1	1	1		1
DeNooyer, J. Craig	4	1		1		1	1
Ellis, Sydney	4		1		1	1	1
Hein, Dale	4		1	1	1		1
Perry, Jim	4	1	1	1			1
Purnell, Kathy	2				1	1	

Having received four votes, Jim Perry was selected to be interviewed on January 16th.

Based on the combined results of all three ballots, the following applicants were invited to be interviewed by the City Commission on January 16th for the at-large position on the FFE Board:

Nathan Dannison
Craig DeNooyer
Sydney Ellis
Dale Hein
James Houston
Jim Perry

Citizen Comments

An opportunity was given for general citizen comments, but no comments were offered.

City Commissioner
Comments

Next, an opportunity was given for miscellaneous comments and concerns of City Commissioners, but no comments were offered.

Adjournment

The meeting adjourned at 6:49 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on February 5, 2018

Approved by: _____
Bobby J. Hopewell, Mayor
Dated: February 5, 2018

	A regular meeting of the Kalamazoo City Commission was held on Tuesday, January 16, 2018 at 7:00 p.m. in the City Commission Chambers at City Hall, 241 West South Street.
Roll Call	COMMISSIONERS PRESENT: Mayor Bobby J. Hopewell Vice Mayor Erin Knott David Anderson Don Cooney Eric Cunningham Shannon Sykes Jack Urban COMMISSIONERS ABSENT: None Also present were Deputy City Manager Patsy Moore, City Attorney Clyde Robinson, and City Clerk Scott Borling.
Pledge of Allegiance	Mayor Hopewell led the Commission in the Pledge of Allegiance.
Presentation of the 2018 Social Justice Youth Awards	Mayor Hopewell introduced the community sponsors and presenters of the 2018 Social Justice Youth Awards. Judy Woolsey, Assistant to the CEO of Schupan & Sons, presented the Schupan & Sons Youth Social Justice award to Samantha Fuller. John Pinkster, Director of South Operations for Life EMS, presented the Life EMS Social Justice Youth Award to Kendra Parkman. Ron Foor, Community President of Fifth Third Bank, presented the Fifth Third Bank Social Justice Youth Award to CJ Washington. Dennis McKee, Community Affairs Manager at Consumers Energy, presented the Consumer's Energy Social Justice Youth Award to Abdullah-Bush. Dr. Lewis Walker presented the Dr. Lewis Walker Social Justice Youth Award to Issra Said.
Adoption of the Agenda	By unanimous consent the City Commission adopted its meeting agenda as presented.
Communications	Deputy City Manager Moore commended the recipients of the Social Justice Youth Awards, thanked the community partners who sponsored the awards, and thanked everyone who volunteered during the Martin Luther King Jr. Community Day of Service.
Public Hearing re: an Ordinance Rezoning 243 Parcels Between W. Lovell Street and Stockbridge Avenue	At 7:19 p.m. Mayor Hopewell opened a public hearing to receive citizen comments on an ORDINANCE to rezone 243 parcels located between W. Lovell Street and Stockbridge Avenue from Zones CC, CN-1 and M-1 to Zones CCB, CN-1, CN-2 and RM-36. City Planner Christina Anderson delivered a PowerPoint presentation providing an overview of the proposed rezoning and describing the concerns raised during community discussions.

In response to a question from City Commissioners, City Planner Anderson provided the following information:

- the Vine Neighborhood Association's official position on the proposed rezoning was "neutral," because board members knew some residents were in favor of the rezoning and some were opposed. (Cunningham)
- the building height restrictions in the new zoning districts were 35 feet. (Cooney)
- it was unlikely the rezoning would affect property values. (Cooney)
- City staff listened to the neighborhoods through their input on the Imagine Kalamazoo 2025 (IK2025) Strategic Vision and Master Plan. City staff had started to work with neighborhoods to develop neighborhood plans, and the City would be able to address zoning issues as they surfaced during those processes. (Cooney)
- the entire Zoning Code would be redone over the next 18 months, but staff felt there was a clear vision for the Burdick Street corridor and enough history to warrant moving forward with this rezoning now. The Zoning Code review would include a review of the use definitions and revisions if necessary, including the possible addition of form-based codes. (Anderson)
- the use definitions for the zones under discussion would remain the same for now. (Anderson)
- it was unlikely the Zoning Code review would result in significant changes to building height restrictions. (Anderson)
- the requirements and restrictions for multi-family, residential uses were the same across all zoning districts where that use was a permitted use. This would not change unless a form-based code was introduced. (Anderson)
- the City was moving forward with the rezoning at this time in an effort to implement the vision expressed in the IK2025 Master Plan and 2010 Master Plan. (Sykes)
- non-conforming uses within the rezoning area would be allowed to continue even with a change of ownership. (Sykes)
- the events leading up to the presentation of this ordinance to the City Commission were as follows: the IK2025 Master Plan led staff to propose the rezoning; the Planning Commission was given notice of the rezoning proposal; a community meeting was held in the Vine Neighborhood; the Planning Commission held a public hearing on the proposed ordinance and voted to continue the hearing at its next meeting; a second community meeting was held at City Hall; the Planning Commission continued its public hearing and voted to recommend approval to the City Commission. All meetings were properly noticed. (Urban)

Public Hearing re: an Ordinance Rezoning 243 Parcels Between W. Lovell Street and Stockbridge Avenue (cont'd)

Public Hearing re: an Ordinance Rezoning 243 Parcels Between W. Lovell Street and Stockbridge Avenue (cont'd)

- the current zoning of properties on Lake Street near Burdick Street would allow the construction of buildings that were 65 feet tall, with side and rear setbacks of 25 feet and maximum impervious coverage of 80%. The new zoning would allow the construction of buildings that were 35 feet tall, with maximum impervious coverage of 75%, and side and rear setbacks shorter than 25 feet. (Mayor)
- the following uses were allowed under the current zoning district (CC) but would be allowed in the proposed zoning districts: kennels; gas stations; auto repair; car wash; packaged liquor; and light equipment sales and rentals. (Hopewell)
- this rezoning would not affect the Portage Corridor Plan. (Hopewell)
- in theory, it would be possible to put a building on Lake Street as large as the Crosstown Justice Center. (Hopewell)
- in general, it is desirable to have less intense uses in neighborhood commercial districts. An important consideration for this rezoning proposal was the idea of scale and having the scale of new development be appropriate to the surrounding area. (Hopewell)
- the proposed rezoning reflected best practices, but it was supported by the IK2025 Master Plan as well. (Cunningham)
- the City wanted neighborhood to have a voice in the development of their plans, but those plans would need to be in-line with the larger IK2025 Master Plan. City staff would utilize an "engagement toolbox" when working with the neighborhoods. (Cunningham)
- a business that would be a non-conforming use under the proposed rezoning would not be allowed to expand into an adjacent lot. (Cunningham)
- it was possible, but unlikely, that the neighborhood plans would conflict with the proposed rezoning. (Sykes)

When an opportunity was given for citizens to comment on the proposed rezoning ordinance, the following people addressed the City Commission:

Richard Stewart, City resident and owner of property in the proposed rezoning area, expressed opposition to the proposed rezoning. Mr. Stewart noted his protest petition had failed, and he indicated he would file a Freedom of Information request and appeal the City's determination to the state. Mr. Stewart indicated a business that was a non-conforming use under the new zoning districts would be forced to close if their buildings were destroyed by fire or storms. Mr. Stewart read the names of people who had signed his protest petition, a copy of which was filed with the papers for this meeting.

Chris Wahmhoff, homeless, noted that none of the community meetings on the rezoning were held in the Edison Neighborhood.

Mike Fleckenstein, City resident and owner of property in the proposed rezoning area, expressed concern about the unintended consequences of the proposed rezoning and stated he had experienced such consequences in the past when the City had rezoned his property on Burdick Street. Mr. Fleckenstein expressed opposition to the proposed rezoning.

Jeremy Cole, City resident and owner of property in the proposed rezoning area, indicated he had never received the hearing notices, and he explained the difference between the State Equalized Value and actual market value for a property. Mr. Cole stated the owners of properties with non-conforming uses would be at the mercy of the Zoning Board of Appeals regarding their ability to rebuild as the same use after a structure loss, and staff frequently recommend against allowing the non-conforming use to continue. Mr. Cole explained he was interested in purchasing a property in the rezoning district, but the new height limitations would impact the price he was willing to pay for the property.

John Davis, City resident and owner of property in the proposed rezoning area, expressed opposition to the proposed rezoning. Mr. Davis expressed confusion as to why the City told him it was acceptable to locate his auto repair business in the rezoning area 10 years ago, but now the City wanted to make the location of his business unacceptable and a non-conforming use. Mr. Davis indicated people did not attend the City's meetings because they assumed Commissioners would do whatever the staff recommended and not listen to citizens.

Tina McClinton, City resident and owner of property in the proposed rezoning area, spoke about flooding in her neighborhood and expressed concern that any development of the property next to hers would cause her property to flood.

Ross Stancati, City resident and owner of property in the proposed rezoning area, expressed opposition to the proposed rezoning and stated the new zoning regulations would prevent market-rate development from taking place.

Nancy Troff, City resident and owner of property in the proposed rezoning area, expressed opposition to the rezoning. Ms. Troff distributed pictures of the South Town Condominium project and stated this project was the type of development that would work well in the rezoning area but would not be allowed under the new height restrictions.

Public Hearing re: an Ordinance Rezoning 243 Parcels Between W. Lovell Street and Stockbridge Avenue (cont'd)

At 8:28 p.m. Mayor Hopewell closed the public hearing.

Ordinance Rezoning
243 Parcels Between
W. Lovell Street and
Stockbridge Avenue
Fails for Lack of
Support

Commissioner Urban moved to adopt an ORDINANCE to rezone 243 parcels located between W. Lovell Street and Stockbridge Avenue from Zones CC, CN-1 and M-1 to Zones CCB, CN-1, CN-2 and RM-36. The motion failed for lack of support.

Mayor Hopewell advised Commissioners they may have a difficult time over the next five years as staff would be bringing forward neighborhood plans and rezoning actions to implement the IK2025 master plan. Mayor Hopewell noted there would be disagreements within neighborhoods that the Commission would need to navigate.

Consent Agenda

Consent Agenda items were presented as follows with a recommendation to approve the items with authorization for the City Manager to sign on behalf of the city:

- approval of a contract extension with Etna Supply Company for the purchase of water meters, in the amount of \$250,000.
- approval of a professional services agreement with The Foster Group in the amount of \$140,000 for water and wastewater rate consultation and professional services.
- approval of an increase in the appropriation for the Gull/ Ransom/ Harrison Roundabout Major Street project in the amount of \$56,070; and approval an equal amount of Major Streets Fund working capital to be transferred into the project code.
- approval of the following actions for property related to the Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: 1) approval of an Agreement for Declaration of Easement with People's Food Co-op; and 2) approval of an Agreement for Declaration of Easement with Ransom Real Estate, LLC.
- approval of the sale of 200 square feet of parcel No. 06-33-358-001 for \$1.00 to Mr. Hussein Akl, MD; authorization for the extension of the Lakeside Drive public right-of-way by 100 feet; and authorization for the parcel split of 1415 White Oak Drive.
- approval of the minutes from the City Commission meetings on November 20, December 4, December 11, and December 18, 2017, and January 2, 2018.
- approval of a recommendation to hold until February 5, 2018 the following actions for property related to the Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: 1) acceptance of a quit claim deed from the Brownfield Redevelopment Authority; and 2) approval of an Agreement for Declaration of Easements.
- approval of a recommendation to hold until February 5, 2018 the following actions for property related to the Harrison St./Ransom St./Gull Rd. Round-about and Street Improvement Project: 1) approval of a Quit Claim Deed from the City to MacKenzie &

MacKenzie, LLC; 2) acceptance of a Quit Claim Deed from MacKenzie & MacKenzie, LLC to the City; and 3) approval of an Agreement for Declaration of Easement.

Commissioner Anderson, seconded by Vice Mayor Knott, moved to approve the consent agenda requests and authorize the City Manager to sign all documents on behalf of the City.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

Regular Agenda items were considered next.

An opportunity was given for citizens to comment on an ORDINANCE to amend certain sections of Chapter 38 and Chapter 28 of the Kalamazoo code to change the rates charged for water and wastewater services, effective January 29, 2018, but no comments were offered.

Commissioner Cooney, seconded by Commissioner Urban, moved to adopt an ORDINANCE amending Chapter 38, "Water" and Chapter 28, "Wastewater" adjusting the rates charged for water and wastewater services, reflecting the correction of measurement of Biochemical Oxygen Demand (BOD) Strength, Suspended Solids (SS) Strength, and Ammoniacal Nitrogen (NH₃-N) Strength from cubic meters (m³) to kilograms (Kg) in the wastewater rates set forth in Chapter 28.

Prior to a vote on the motion, City Attorney Robinson noted the correction addressed a scrivener's error rather than an error of substance, which meant the ordinance did not need to be offered for first reading again.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

An opportunity was given for citizen comments on the nomination of ten Sector Representatives for the Foundation for Excellence (FFE) Board of Directors, but no comments were offered.

Vice Mayor Knott, seconded by Commissioner Sykes, moved to nominate the following slate of ten Sector Representatives for the Foundation for Excellence (FFE) Board of Directors:

- **Mia Henry** as the Affinity Organizations representative for a 2-year initial term;
- **Alisa Carrel** as the Arts sector representative for a 2-year initial term;

Consent Agenda
(cont'd)

Regular Agenda

Ordinance 1955 re:
Rates for Water and
Wastewater Services

Nomination of the First
Stakeholder Members
for the FFE Board of
Directors

Nomination of the First Stakeholder Members for the FFE Board of Directors (cont'd)

- **Adam McFarlin** as the Business/Banking sector representative for a 2-year initial term;
- **Von Washington, Jr.** as the Education sector representative for a 3-year initial term;
- **Matthew Zerwekh** as the Faith Based sector representative for a 1-year initial term;
- **Angela Graham-Williams** as the Healthcare sector representative for a 3-year initial term;
- **JoVaughan Head** as the Housing sector representative for a 1-year initial term;
- **Sandra Calderon-Huezo** as the Neighborhood 1 representative (Edison) for a 1-year initial term;
- **Alice Taylor** as the Neighborhood 2 representative (Northside) for a 2-year initial term;
- **Barbara Miller** as the Neighborhood 3 representative (Oakland/Winchell) for a 3-year initial term.

With a roll call vote this motion passed unanimously.

AYES: Commissioners Anderson, Cooney, Cunningham, Sykes, Urban, Vice Mayor Knott, Mayor Hopewell

NAYS: None

Mayor Hopewell recessed the meeting at 8:38 p.m.

Mayor Hopewell called the meeting to order at 8:43 p.m.

Candidate Interviews for the At-Large City Director Position on the FFE Board

Commissioners discussed the process for interviewing candidates for the At-Large City Director position on the FFE Board. By consensus the City Commission determined each candidate would have two minutes to make an opening statement and would be allowed two minutes to respond to each interview question.

Mayor Hopewell noted the candidates had voluntarily agreed to remain sequestered in the Community Room until their interviews.

The City Commission interviewed the following candidates to fill the At-Large City Director position on the FFE Board:

James Houston
Nathan Dannison
Jim Perry
Sidney Ellis
Craig DeNooyer
Dale Hein

Each candidate made an opening statement, after which Commissioners asked the following questions:

1. Have you read the FFE Articles of Incorporation and Bylaws? What is your understanding of the role of the FFE Board and the differences between that role and the role of the City Commission in the FFE process?
2. Did you participate in Imagine Kalamazoo 2025 (IK2025)? In what ways did you participate? What is your understanding of the IK2025 Strategic Vision and the relationship between this vision and the work of the FFE?
3. What would you like the City of Kalamazoo to be in 10 years?
4. What do you understand your role to be on the FFE Board? What skills, abilities, relationships, and experiences will you bring to the board? What will the FFE be better able to accomplish as a result of your participation on the board?
5. In your opinion, what are the biggest issues facing the City of Kalamazoo that the City Commission should be working to address?
6. One of the announced goals of the FFE is to work toward the elimination of generational poverty in Kalamazoo. That's a tall order. How should we work to accomplish this?

Following the interviews, an opportunity was given for citizens to comment on the selection of a candidate, but no comments were offered.

Commissioners were given time to review their notes on the candidates, after which discussion to place on the voting process.

By consensus the City Commission determined to use a process similar to the January 8th voting process, with each Commissioner selecting no more than two candidates.

City Clerk Borling distributed the ballots and tallied the results after Commissioners had cast their votes. The results of the first ballot were as follows:

<u>Name</u>	<u>Votes</u>	<u>Hopewell</u>	<u>Knott</u>	<u>Anderson</u>	<u>Cooney</u>	<u>Cunningham</u>	<u>Sykes</u>	<u>Urban</u>
Dannison, Nathan	6	1	1		1	1	1	1
Perry, Jim	4	1	1	1				1
Hein, Dale	2			1	1			
DeNooyer, J. Craig	1					1		
Ellis, Sydney	1						1	
Houston, James	0							

Having received six votes, Nathan Dannison was elected to the FFE Board as the At-Large City Director.

Candidate Interviews
for the At-Large City
Director Position on
the FFE Board (cont'd)

Election of a
Candidate for the At-
Large City Director
Position on the FFE
Board

City Manager's Report

Deputy City Manager Moore offered the following reports and updates:

- Departmental Reports and Project Updates
- December 2017 Purchases

Citizen Comments

Next, when an opportunity was given for general citizen comments, the following people addressed the City Commission:

Chris Wahmhoff, homeless, described how the City condemned his home two days after the electricity was shut off. Mr. Wahmhoff asked the City Commission to take action allowing the Edison Ducks in a Row program to operate on his property.

Kevin Smutek, non-resident, stated he had been receiving trash receptacle violations and fines in error for his property at 1291 Red Pine Way, and he asked the City to refund the fines he had paid for violations involving trash receptacles that were not his. Documentation provided by Mr. Smutek was filed with the papers for this meeting.

City Commissioner Comments

Finally, an opportunity was given for miscellaneous comments and concerns of City Commissioners.

Commissioner Sykes questioned if was normal for the City to condemn a house two days after the utilities were disconnected, and she stated the first concern should have been helping Mr. Wahmhoff get the electricity turned on. Commissioner Sykes asked that staff look into Mr. Smutek's concerns and request. Commissioner Sykes thanked the community for the Martin Luther King Jr. celebrations that had taken place over the past few days.

Commissioner Cooney asked Deputy City Manager Moore to look into Mr. Smutek's complaint and request. Commissioner Cooney remarked on the recent passing of Gulnar Husain, who was involved with Kalamazoo Communities in Schools and was a champion for social justice.

Commissioner Urban offered remarks on the Kalamazoo Municipal Golf Association (KMGA). Commissioner Urban's written statement was filed with the papers for this meeting.

Commissioner Cunningham thanked the FFE Board candidates for interviewing. Commissioner Cunningham requested an update on the situations described by Mr. Wahmhoff and Mr. Smutek. Commissioner Cunningham commented on the vision and impact of Dr. Martin Luther King, Jr. Commissioner Cunningham thanked the Kalamazoo Department of Public Safety (KDPS) for taking on the task of becoming more equitable, and he expressed support for a proposed park next to the new Public Safety Station 2. Commissioner Cunningham expressed appreciation for a KDPS program that fostered positive interactions between Public Safety Officers and black males.

Vice Mayor Knott questioned whether the City did anything to protect Mr. Wahmhoff's property from the extreme cold temperatures.

Mayor Hopewell thanked the community for its observances of the life of Dr. Martin Luther King, Jr. Mayor Hopewell remarked on the challenges Commissioners would face in the coming years regarding zoning issues, and he stated it would be a balancing act, as people would not always agree. Mayor Hopewell noted the process for all rezoning requests entailed a lot of public input, and staff had done a lot of community engagement work through IK2025. Mayor Hopewell thanked Commissioner Urban for his statement and expressed appreciation for the KMGA.

The meeting adjourned at 10:45 p.m.

Respectfully submitted,

Scott A. Borling
City Clerk

For City Commission approval on February 5, 2018

Approved by: _____
Bobby J. Hopewell, Mayor
Dated: February 5, 2018

City Commissioner
Comments (cont'd)

Adjournment



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Christina Anderson, City Planner

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 12/14/2017

SUBJECT: Vacate the public alley located between N. Park Street and Cooley Street

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to vacate the 206-foot-long public alley located between N. Park Street and Cooley Street.

BACKGROUND

The property in question was formerly a paved, public alley. This alley served the numerous buildings that once existed on this block. The pavement was removed from the alley in the late 1990s and the underlying Arcadia Creek was uncovered or day-lighted. A walkway, ornamental fencing, benches, landscaping, lights, and other amenities were added on the north side of the Creek. When the public alley was taken out of service to day-light the Creek, it was not formally vacated as is specified in the Street Vacation Policy. This current action is to complete the requirement to vacate the former public alley.

Because it was not properly vacated, the City of Kalamazoo retained ownership. The Downtown Development Authority (DDA) maintains the creek channel in this area. The DDA holds ownership of the parcels adjacent to the Creek. Normally, vacated street property is split between the abutting property owners and added to the respective parcels. In this case, it is recommended that the property be vacated entirely to the DDA to support its obligation to maintain the Creek channel. The parcels that abut the alley are being planned for redevelopment by ACW 2, LLC with assistance from the DDA.

POLICY CONSIDERATIONS

All street vacation requests are subject to the requirements of the city's Street Vacation Policy, which was adopted in 1992. The Planning Commission is required to hold a public hearing to review each request, and then provide a recommendation to the City Commission. The City Commission provides the final decision on all such requests. The applicant has submitted all necessary forms and supporting documents for the request.

The Public Safety Department and Public Services Department have both been contacted regarding this request. No objections were raised by staff from these offices. When most streets and alleys are vacated, the

Public Services Department normally requests to be provided with an easement for any underground utilities for maintenance purposes, and to make adjustments to the utilities as needed. In this case, there are no such utilities that will be affected.

For most street vacation requests, the applicant is required to pay to the city the fair market value of the land that is vacated, or another amount as directed by the City Commission. The city Assessor's office has determined that the fair market value of the alley segment is \$2,000. If it is vacated, the applicant (the DDA) would need to pay this amount to the city in order to acquire the property, or other amount as determined by the City Commission.

COMMUNITY RESOURCES CONSULTED

Two weeks prior to the meeting, the Planning Division mailed notices of the proposed alley vacation to all property owners and occupants located within 300 feet of the property to notify them of the request and to invite them to attend the Planning Commission hearing on the request that took place on December 7, 2017. A notice of the request and the hearing was also published in the Kalamazoo Gazette prior to the meeting, and was provided to Downtown Kalamazoo, Inc. There were no public comments during the public hearing on the request. The Planning Commission voted to recommend to the City Commission to approve the vacation request by a vote of 5 to 0. The City Commission is not required to hold a public hearing on street vacation requests.

FISCAL IMPACT

Vacation of the former alley property is needed to complete the process that occurred when the concrete portion of it was removed and the alley taken out of service in the 1990s. The property should have been vacated by the City at that time in accordance with the Street Vacation Policy. This action will remove the City's interest in the property, and allow ACW 2, LLC to redevelop the abutting land. The abutting land is not currently on the City tax roll. Completion of this action will allow the redevelopment to move forward. It is anticipated that at least a portion of the redevelopment of the property will generate new tax revenue for the City.

ALTERNATIVES

The City Commission has the option of not approving the alley vacation request. In order to promote the redevelopment of the abutting land, it is recommended that the alley vacation be approved.

ATTACHMENTS:

Type	Description
□ Resolution	Resolution
□ Map	Vacation Area Map
□ Aerial Photo	Aerial
□ Map – Existing Zoning	Existing zoning
□ Map - Existing Land Use	Existing land use
□ Map – Future Land Use	Future land use

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO.

**A RESOLUTION VACATING THE 206-FOOT-LONG PUBLIC ALLEY LOCATED
BETWEEN NORTH PARK STREET AND COOLEY STREET IN THE CITY OF
KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on _____, 2018, at 7:00 o'clock p.m., local time at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

Recitals:

A. The City of Kalamazoo is empowered with the authority to vacate a street pursuant to City Charter Sections 150 and 171, the Constitution of the State of Michigan 1963, Article VII, Section 29, and the Land Division Act, MCL 560.256.

B. The City received a request from the Downtown Development Authority to vacate the 206-foot-long public alley located between N. Park Street and Cooley Street, south of Eleanor Street.

C. The concrete surface of the alley was formerly removed to uncover the underlying Arcadia Creek, but the alley was not vacated at the time as required by the City of Kalamazoo Street Vacation Policy of 1992.

D. The City provided Notice of the Public Hearing before the Planning Commission on vacating this 206-foot-long section of the public alley by: (i) publication in the Kalamazoo Gazette; and (ii) mailing the notice first class with postage pre-paid to all listed property owners and occupants of parcels of land abutting this section of the public alley and located within three hundred (300) feet from any point on the boundary line of this 206-foot-long section.

E. A public hearing was held on December 7, 2017 by the Planning Commission where the public was able to provide testimony pertaining to the vacation of this section of the public alley.

F. The Planning Commission unanimously recommended that the City Commission vacate the 206-foot-long section of the public alley and that it be provided to the Downtown Development Authority, which is legally obligated to maintain, restore and repair the underlying creek channel.

G. The City Commission finds that the Department of Public Services and Public Safety Department no longer require that this section of the public alley remain a public street.

H. Under City Commission policy, the Downtown Development Authority has agreed to pay the \$2,000 fair market value of this vacated portion of the public alley, which was calculated by the Assessor's Office.

I. The City Commission determined that the best interest of the health, welfare, comfort and safety of the citizens of Kalamazoo are met by the vacation of the 206-foot-long section of the public alley as set forth in this resolution.

THEREFORE, IT IS RESOLVED:

1. A section of the public alley, as depicted in the attached map and more specifically described as:

A section of the public alley located between N. Park Street and Cooley Street in the City and County of Kalamazoo measuring two hundred six and nine one-hundredths feet long by twenty-four and sixteen one-hundredths feet wide (206.09 feet by 24.16 feet) and commencing at the southeast corner of 217 N. Park Street, thence north 24 feet, thence west 206.09 feet, thence south 24.16 feet, thence east 204.69 feet to the place of beginning, is vacated and discontinued as a public street, and the land area is conveyed to the Downtown Development Authority.

2. The City Manager is authorized to sign any additional documents besides this resolution that are necessary to reflect this right-of-way vacation.

3. Upon receipt of evidence that the condition set forth above is met, the City Clerk of the City of Kalamazoo shall record certified copies of this resolution with the Kalamazoo County Register of Deeds and the State Treasurer.

The above resolution was offered by Commissioner _____ and supported by Commissioner _____/

AYES, Commissioners:

NAYS, Commissioners:

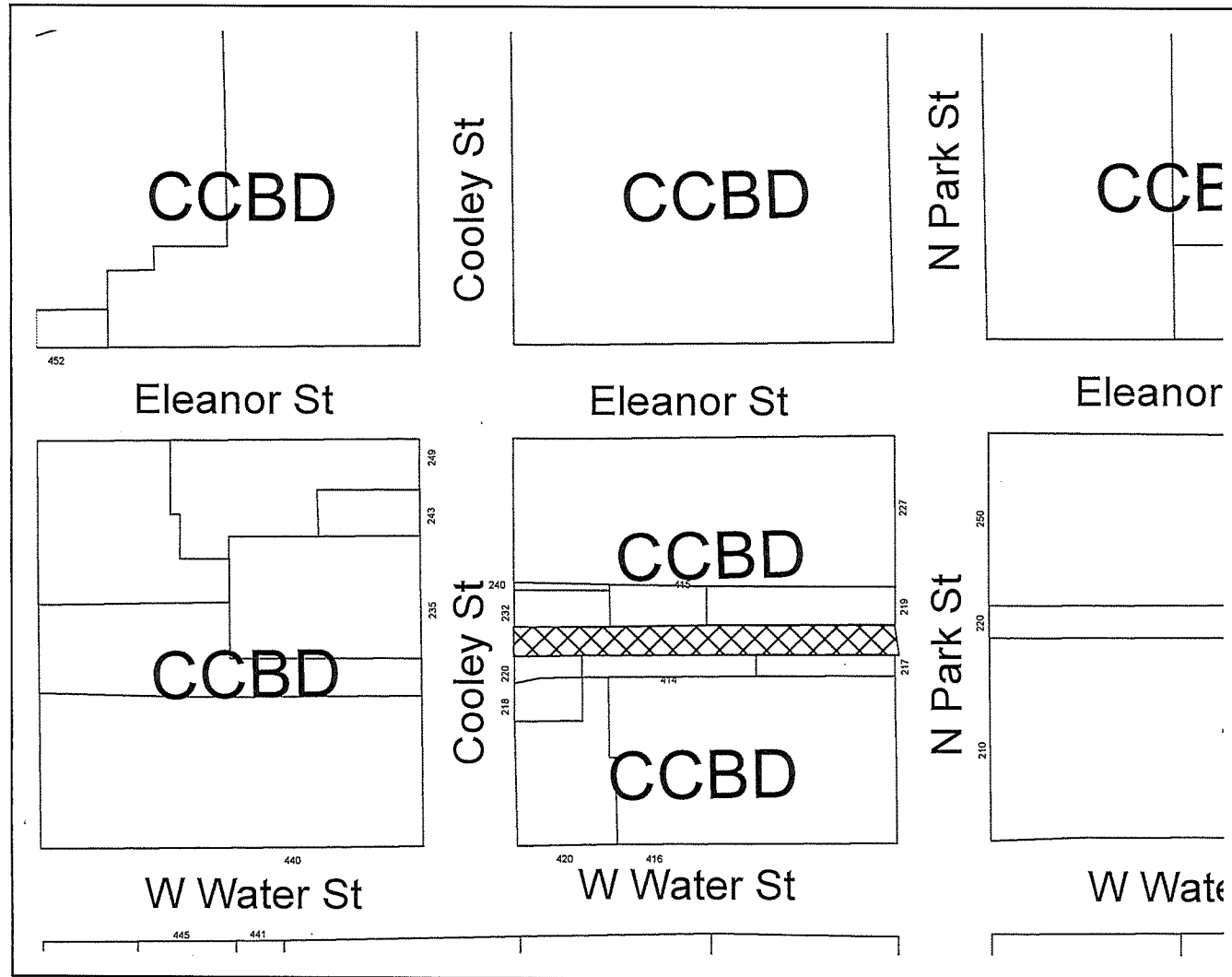
RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2018. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

Scott A. Borling, City Clerk

P. C. #2017.17
 Vacation of an unused alley located between
 Cooley Street and N. Park Street, south of Eleanor Street



ZONING

- M2 - MANUFACTURING, GENERAL
- M1 - MANUFACTURING, LIMITED
- CCBD - COMMERCIAL, CENTRAL BUSINESS
- CBTR - COMMERCIAL, BUSINESS
- TECHNOLOGY AND RESEARCH
- CC - COMMERCIAL, COMMUNITY
- CNO-COMMERCIAL, NEIGHBORHOOD OFFICE
- CN-1 - COMMERCIAL (LOCAL) NEIGHBORHOOD
- CO - COMMERCIAL, OFFICE
- RM-36 - RESIDENTIAL, MULTI-DWELLING
- RM-15 - RESIDENTIAL, MULTI-DWELLING
- RM-15C - RESIDENTIAL, MULTI-DWELLING
- CAMPUS AREA
- RD-19 - RESIDENTIAL, DUPLEX
- RS-7 - RESIDENTIAL, SINGLE-DWELLING
- RS-5 - RESIDENTIAL, SINGLE-DWELLING



P. C. #2017.17
 Vacation of an unused alley located between
 Cooley Street and N. Park Street, south of Eleanor Street

0 65 130 260 Feet

P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street



P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street

0 40 80 160 Feet



P. C. #2017.17 - Vacation of unused alley located between
Cooley Street and N. Park Street, south of Eleanor Street

**CURRENT
ZONING**

-  CBTR
-  CC
-  CCBD
-  CMU
-  CN-1
-  CO
-  M-1
-  M-2
-  PUD
-  RD-19
-  RM-15
-  RM-15C
-  RM-36
-  RMU
-  RS-5
-  RS-7

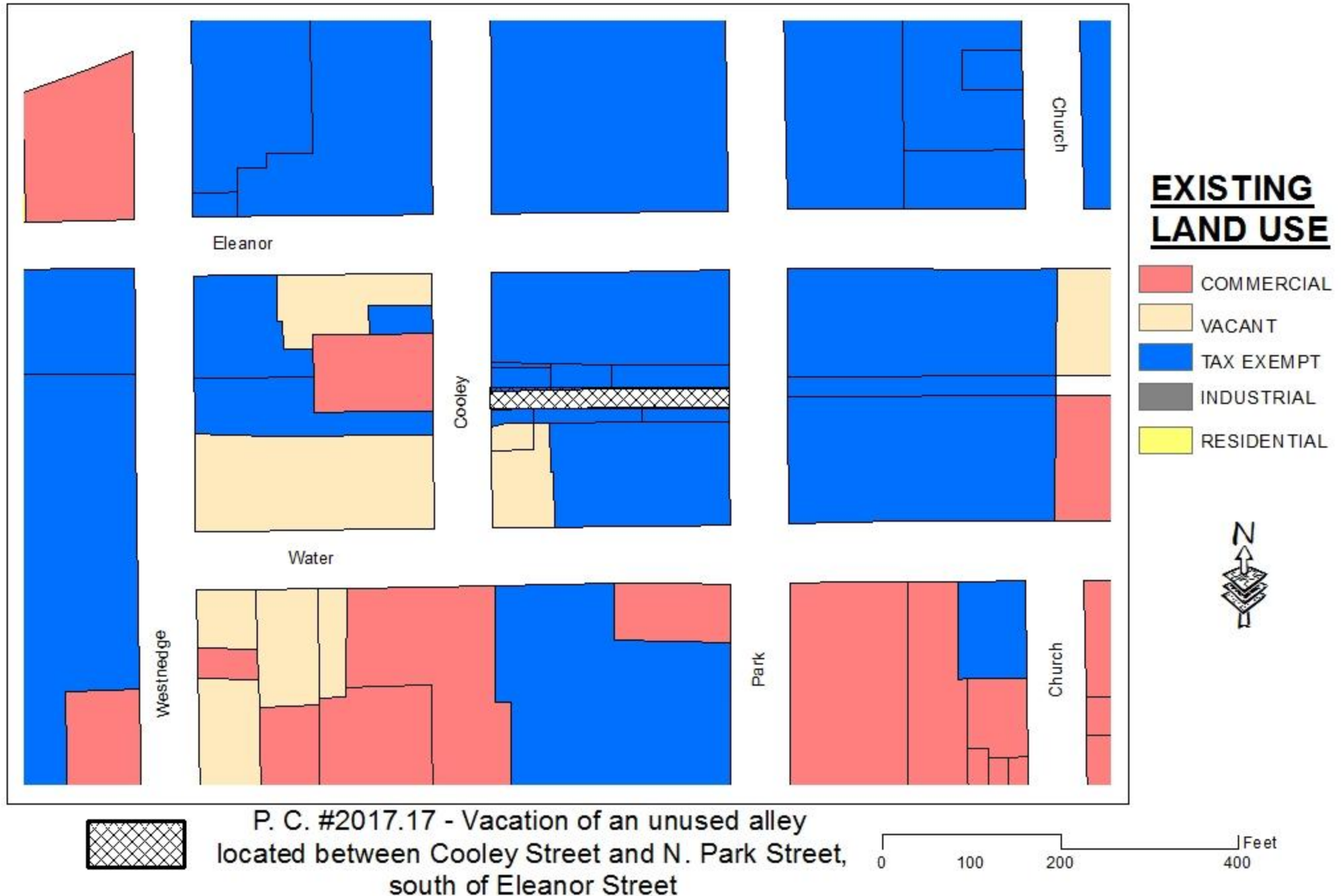


P. C. #2017.17 - Vacation of unused alley located between
Cooley Street and N. Park Street, south of Eleanor Street

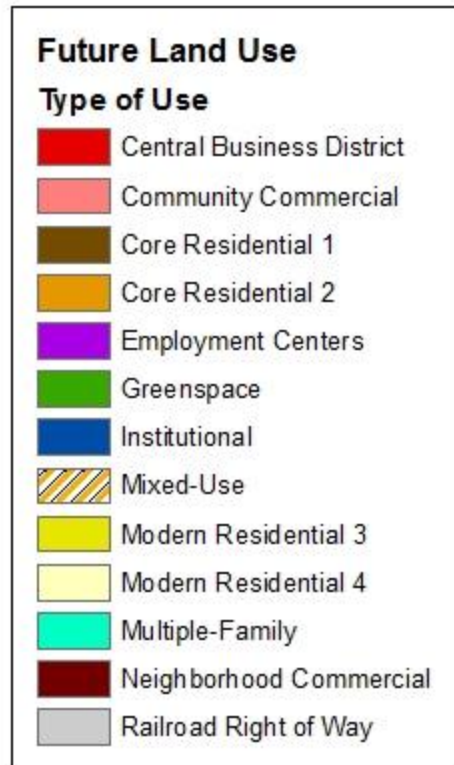
0 50 100 200 Feet



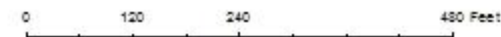
P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street



P. C. #2017.17 - Vacation of unused alley located between Cooley Street and N. Park Street, south of Eleanor Street



P. C. #2017.17 - Vacation of unused alley located between
Cooley Street and N. Park Street, south of Eleanor Street





Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, and City Commissioners

FROM: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Rebekah Kik, Director of Community Planning & Economic Development

PREPARED BY: Ryan Simpson, Economic Development Coordinator

DATE: 1/18/2018

SUBJECT: Memorandums of Understanding with the Local Initiative Support Corporation of Kalamazoo for Economic Development and Housing Services.

RECOMMENDATION

It is recommended that the City Commission approve two Memorandums of Understanding between the City of Kalamazoo and the Local Initiative Support Corporation of Kalamazoo and authorize the City Manager to sign the agreements and all related documents.

BACKGROUND

Last year, city staff was approached by the Local Initiative Support Corporation of Kalamazoo (LISC) with a request to form a partnership around economic development and housing. As part of a national pilot program, LISC has proposed a two-to-one funding match that would leverage additional national resources to be used locally in Kalamazoo.

Over the past year, staff has worked with LISC to identify gaps in services around economic development and housing. The resulting Memorandums of Understanding (the MOUs) outline the services LISC would provide in partnership with the City. The City Commission approved, as part of the 2018 budget, an allocation of \$2 million for economic development and \$1.5 million for housing through the Foundation for Excellence with the understanding that the intent would be a multi-year partnership.

Within the first year, LISC will provide the following economic development services:

- Within six months, craft qualitative goals for the Economic Opportunity Program and a tracking system to measure, manage, and report activities of the MOU. Programs will align with the Imagine Kalamazoo 2025 (IK2025) Strategic Vision and Master Plan.
- Recruit and onboard a new staff member at Kalamazoo LISC as a Loan Originator.
- Form a Projects Review Committee (PRC) that will work in collaboration with the City to review and make recommendations regarding requested allocations for the Housing and Economic Development programs.
- Establish another Financial Opportunity Center.
- Provide support for the establishment of a new branch of the Community Promise Credit Union.
- Facilitate the making of at least one Kiva loan.
- Make at least two loans to small businesses, which may be Small Business Assistance Community

Advantage loans or some other type of loan.

- Make at least two grants, each in the approximate amount of \$10-\$15,000, for façade improvements in neighborhood commercial corridors identified in the 2025 Master Plan.
- Facilitate the completion of an incubator feasibility study
- Retain a consultant to conduct focus groups of residents and other stakeholders in Northside neighborhood to discuss strategies for job creation, and receive the report analyzing the results of such focus groups.

Within the first year, LISC will provide the following housing services:

- New construction of 4 owner occupied units (single family and/or attached).
- Rehabilitation of 8 units of owner occupied housing.
- Education and financial training sessions for 75 people to help them maintain housing.
- Retention of 8 units of housing through foreclosure prevention assistance (approximately 10 per year).
- Affordable Housing Program goals will align with the Imagine Kalamazoo 2025 Strategic Vision and Master Plan.
- Hire a staff person whose primary responsibility will be the Affordable Housing Program.
- Continue to work closely with the LISC Housing Committee on issues, projects and programs related to the goals of this MOU and housing/market data.
- Begin working, with the PRC and the LISC Housing Committee, and other partners, on innovative solutions to the shortage of decent affordable housing.

COMMUNITY RESOURCES CONSULTED

The proposal was discussed at two City Commission work sessions on September 25, 2017, and December 11, 2017. The allocation of \$3.5 million to fund this proposal through the Foundation for Excellence was approved by the City Commission in the 2018 budget on January 8, 2018.

FISCAL IMPACT

The portion of funds to be provided by the City is coming from an allocation from the Foundation for Excellence and approved in the 2018 budget. LISC will raise the two-to-one match using its organizational resources and national fundraising.

ALTERNATIVES

Given that the match from LISC is two-to-one, and the City's portion is allocated in the 2018 budget as provided by the FFE, no other alternatives are recommended.

ATTACHMENTS:

Type	Description
□ Proposal	Catalyzing Economic Opportunity proposal
□ Memorandum of Understanding	Economic Development MOU
□ Proposal	Affordable Housing Program proposal
□ Memorandum of Understanding	Housing MOU

LISC / City of Kalamazoo

Partnership Proposal

Catalyzing Economic Opportunity
in
Kalamazoo's Neighborhoods

Submitted: November 15, 2017

CATALYZING OPPORTUNITY IN KALAMAZOO'S NEIGHBORHOODS

I. OVERVIEW

The Local Initiatives Support Corporation (LISC) is elevating its role in economic development, particularly as it relates to job creation and job placement. Nationally, LISC will be piloting a robust economic development agenda in a handful of sites and will offer a 2 to 1 match on local grant funding.

Working with private and public sector partners, LISC seeks to foster communities of opportunity– great places to live, work, do business, visit and raise families– across America. With offices in 31 cities, and rural programs and projects that reach residents of 44 states, LISC has a national presence with a local mission and focus- to create neighborhoods of choice and opportunity for all residents.

With over 35 years of experience, LISC offer loans, grants, equity investments, and on-the-ground strategic and technical expertise to some of America's most challenging neighborhoods. Since 1980, LISC has raised and invested more than \$16.2 billion, leveraging \$49 billion in these areas, helping produce 348,000 affordable homes and 56 million square feet of retail, community, and educational space, including charter schools, recreation facilities, health centers, grocery stores, and other retail projects. Additionally, via LISC's products and services, 15,000 people have improved their credit; 14,500 have improved their net worth; and tens of thousands have found jobs.

This ambitious, multidisciplinary approach:

- **Targets strategic business sectors and employers**, attracting or expanding businesses by leveraging the assets in the region and generating living wage jobs
- **Builds and repositions opportunity infrastructure** for business/job attraction and expansion
- **Develops and connects talent**, preparing workforces for business-demanded jobs and placing workers with improved skills in quality jobs
- **Establishes a robust entrepreneurial ecosystem**, catalyzing business starts and expansions in transforming communities
- **Deploys innovative business attraction and expansion incentives**, creating a pro-business/jobs environment benefiting targeted communities and residents

LISC will work in these sites to form cohorts of local, state and national partners to demonstrate and refine inclusive economic development strategies, tools and structures, and create replicable and scalable initiatives.

Michigan LISC in Kalamazoo is working with the National office to deploy this multi-disciplinary approach in Kalamazoo starting in 2017, and implementing all aspects of this initiative over the next five years. **In Kalamazoo an investment of approximately \$10 million from the City of Kalamazoo will enable LISC to put hundreds of individuals on a path to living wage jobs and improved economic futures, the ultimate aspiration of this effort.** LISC is committed to investing another \$20 million plus leverage millions of additional grant, loan and equity funds from private and public sources, matching and leveraging City of Kalamazoo resources 2 to 1.

LISC's approach leverages business demand to generate and expand quality jobs and community infrastructure. LISC has a proven ability to bring together private and public players, aggregate and leverage significant resources, and create and scale successful programs, both nationally and in its local

office in Kalamazoo. An investment by the City of Kalamazoo will help create a sustainable infrastructure going forward, forming a continuous on-ramp for neighborhood residents to economic inclusion in the region economy and equity.

Demand/Opportunity

- With the median income of the selected neighborhood communities in Kalamazoo 30 to 50% lower than the city wide average, and about 5x the unemployment rate, a sustained focus on family income is necessary for equitable economic development to occur in Kalamazoo.
- Between now and 2024 the U.S. economy will create more than 16 million middle-skilled job openings nationally (no BA necessary but post-secondary license or certification required)
 - 3 million from newly created jobs; 13 million from retirements
 - In the Kalamazoo region, thousands of middle-skilled jobs are currently open, with companies expressing frustration at the difficulty in finding qualify “work ready” employees
- 40% of middle skills jobs pay more than \$55,000 annually; 14% pay more than \$80,000 annually (average BA degree earns \$61,000 annually)

The Solution

- Create living wage job opportunities accessible for residents in Kalamazoo’s core city neighborhoods, including with existing community companies, and through cultivation of entrepreneurship and small business development
- Help people build the skills needed to access middle skills jobs that pay a living wage
- Connect core city Kalamazoo residents with the available jobs in the community, and enhance the support systems needed to ensure employment success
- Utilize a multidisciplinary approach built on community-based public-private partnerships

II. OPPORTUNITY STRATEGIES

A. Target Strategic Business Sectors and Employers

Job to be done

Attract or expand businesses matching the assets in the region and providing quality, living wage jobs. LISC will start by conducting a sector and employer analysis to determine the most robust opportunities in Kalamazoo’s region, but likely include:

- Small manufacturing/advanced manufacturing
- Accessible information technology
- Agriculture/food processing and distribution
- Energy production, distribution, and conservation
- Medical care
- Construction/facility management
- Hospitality and entertainment
- Business-to-business goods and services
- Financial institutions
- Educational enterprises
- Logistics

LISC will provide the following strategic assets:

Sector Analysis & Strategy Expertise: LISC will engage experts to ensure that strategies are informed by a full understanding of the demands of growing business sectors paying quality wages, and develop a succinct local strategy that includes approaches to infrastructure redevelopment, packaging land parcels and marketing for new development. Establishing workforce links and business investment incentives to increase Kalamazoo's competitiveness as a community for dynamic business sectors will also be essential. Guided by results of the sector and employer analysis, LISC will develop long-term strategies as well as annual work plans to guide the efforts of our community partners.

Grants to Economic Development Partners: LISC will provide grants to community-based economic development organizations working in LISC targeted communities to recruit new and/or expanding businesses that increase employment, grow the local tax base and revitalize blighted properties. Grants may support planning, marketing, business outreach, investment structuring, and/or project development efforts. Organizations will be expected to reposition targeted areas to attract businesses seeking to expand, lead outreach to established businesses and entrepreneurs, and assist them in accessing capital, permits, and an appropriate workforce. An emphasis will be made to support organizations working with low and moderate income residents with entrepreneurial aspirations and provide entrepreneurial training programs.

Financing for Small Business Creation: LISC will provide financing to emerging and expanding companies responding to local employment sector demand, especially for companies locating and hiring residents in LISC's target neighborhood areas, including the Northside, Edison, Vine and Downtown CBD.

The **Economic Development Manager** described in Section B will also contribute to this element.

Risks to be mitigated:

- Economic/regulatory changes that shift demand for particular job skills
- Moderate local capacity to focus/invest in harder-to-serve people and places

B. Build and Reposition Opportunity Infrastructure

Job to be done

Prepare physical locations within targeted neighborhoods for business/job attraction and expansion:

- Renovate, remodel or improve commercial space for existing, new and startup businesses
- Improve commercial corridor facades and streetscapes to attract businesses, and provide safe, walkable communities for residents and customers
- Address community-wide safety issues
- Assemble land to develop into project-ready commercial and industrial locations
- Organize and deploy local strategies to reactivate specific industrial and commercial areas for renewed business use
- Engage government at all levels to be an effective partner on issues concerning planning; regulatory and site control matters; zoning and land use; environmental clean-up; and transportation/utilities

LISC will employ the following talent:

Economic Development Manager: The Economic Development Manager—LISC staff—will be responsible for developing necessary new partnerships and utilizing grant, loan and equity capital in

connection with building and repositioning infrastructure in Kalamazoo. Staff will support community partners in creating and implementing place-based business plans. They will broker relationships with institutions such as universities and hospitals to increase local businesses accessing contract opportunities. Additionally, they will identify new local resources that can be leveraged to accelerate the implementation of redevelopment plans.

Risks to be mitigated:

- Limited access to implementation/construction capital appropriate for this activity
- Disruptions in federal government programs related to environmental and industrial redevelopment

C. Develop and Connect Talent

Job to be done

Prepare workforce for living wage jobs and place workers with improved skills in quality jobs in Kalamazoo through the following actions:

- Expand Financial Opportunity Center model to more comprehensively service eligible Kalamazoo residents, providing wrap-around services addressing financial literacy, workforce development, and access to public benefits to help move families on a trajectory out of poverty
- Retain coaches/advisors to enhance financial literacy, credit scores and wages of workforce
- Partner with workforce training services at secondary schools, community colleges, technical and vocational schools, state/local governments and re-entry programs to build talent pipeline for market demanded middle-skill competencies and middle-skill jobs
- Establish and advance partnerships with large employers and job placement agencies to place workforce with improved skills in quality jobs with advancement opportunities
- Ensure access to safe banking options for low and moderate unbanked and underbanked residents to mitigate the impact of predatory lending in low income neighborhoods

LISC will retain/offer the following resources:

Neighborhood Support Manager: The Neighborhood Support Manager-LISC staff- will connect employers with job training organizations to source prepared talent for employers and strengthen outcomes and employment opportunities for low-income people, to cultivate relationships with local and national employers, anchor organizations and workforce partners to develop pathways to living wage jobs. Staff will identify growing employment sectors and work with community partners to create academic and career pathway curriculums, preparing and connecting low-income people into these sectors. In addition, staff will work to understand and educate LISC partners on federal, state and local policies and resources pertaining to workforce and training development to support job creation.

Grants for Workforce Partners and Best Practice Models: Using our national recognized Financial Opportunity Center and Bridges to Career Opportunities models as the starting point, LISC in Kalamazoo will develop a new Financial Opportunity Center in the Northside neighborhood to help residents increase their financial stability through increasing their occupational skills, attachment to the workforce and ultimately their wages. LISC plans on opening a new FOC location in early 2018. Additionally, in partnership with KVCC, Momentum, and other workforce development partners, we will create a specific Bridges to Career Opportunities initiative that will help connect neighborhood residents, who often test at a 6th to 8th grade education level, with open “middle skills” jobs to increase their wages to \$16/ hour within three years. These programs work in tandem to help people raise their income through

occupational skill building and job placement, lower their expenses through financial coaching, and build assets, starting with focused attention on improving credit scores. The workforce training, placement assistance, and financial coaching are mutually reinforcing services that help people complete training, stay on the job longer and develop long-term savings and spending skills. LISC grants supporting development of these community-based workforce training programs will be made in Kalamazoo, to both existing and newly emerging partners, to significantly increase the number of clients prepared for and placed in quality employment, particularly middle-skill jobs in the city. LISC AmeriCorps Members will be placed with partners to provide additional capacity support as agencies expand and develop additional services.

Local Education and Training: LISC's economic development expansion initiative is breaking new ground nationally by utilizing existing infrastructure in community development, workforce development, and economic development to more intentionally bring financial wealth building opportunity to underserved communities. This holistic approach requires new partnerships, new strategies, and new tools, which will require training for local practitioners from these sectors on innovative cross-sector efforts. LISC in Kalamazoo will devote financial resources and utilize the expanding skills sets of National LISC to deploy a portfolio of trainings that can be used by partners, as well as procure local training on opportunities and challenges specific to Kalamazoo and the surrounding employment region.

Risks to be mitigated:

- Disruptions in federal government programs related to workforce/economic development
- Moderate capacity of local partners to provide skills training in targeted communities

D. Establish a Robust Entrepreneurial Ecosystem

Job to be done

Establish a robust entrepreneurial ecosystem to catalyze business starts and expansions in communities through activities such as:

- Providing access to capital, including loans, grants and equity deployed through local partnerships
- Developing affordable and project-ready space in targeted districts
- Partnering with business and financial mentors
- Establishing, and connecting entrepreneurs to incubators, accelerators, and pitch contests
- Facilitating relationships with technical assistance assets like lawyers, accountants, communications professionals, etc.
- Linking local businesses with anchor institutions (healthcare/education/government) to enhance "to sales" and procurement relationships

LISC will deploy the following:

Loan Originators: Loan Originators, All LISC Program staff- will market and manage a local small business lending program to deploy LISC resources in support of business owners and entrepreneurs. Primary responsibilities will include determining key priorities and working with the LISC Small Business lending team on utilization of existing loan products, development of new loan products, and outreach strategies for specific neighborhoods and industries. The loan originator will address financing needs emerging from contracting opportunities with local anchor institutions and the work of the Business Development Strategist to ensure capital resource opportunities are deployed in alignment with

business development efforts. Staff will also build lending partnerships with banks, micro-lenders, technical assistance providers, and government entities as well as provide direct technical assistance and referrals to borrowers and applicants with the goal of building the capacity of businesses that benefit target neighborhoods and residents. They will manage loan origination process, develop prospect identification strategies, and evaluate potential small business loan opportunities to determine whether they comply with program requirements, meet community development priorities, and are financially viable.

The aforementioned **Economic Development Manager/Loan Originator, Neighborhood Support Manager/Loan Originator** and other LISC staff will also be part of the implementation team for this component using investment capital described in Section E.

Risks to be mitigated

- Low number of self-identified entrepreneurs from targeted communities with necessary basic business acumen and capacity
- Low number of capable partner groups to provide local training and mentorship to build the landscape of emerging entrepreneurs

E. Deploy Innovative Business Incentives

Job to be done

Create a pro-business/jobs environment benefiting targeted communities and residents in Kalamazoo:

- LISC will organize and deploy resources to:
 - market sites to businesses (existing, expanding, new)
 - help existing businesses upgrade spaces
 - facilitate development planning
 - connect workforce to commercially focused training services
- LISC will also organize and deploy loan funds for:
 - commercial/site build out and clean up
 - purchasing properties and assembling for commercial purposes
 - new building construction
 - equipment purchases
 - expansion of businesses, particularly those serving anchor institutions
 - small loans to employees to overcome barriers such as auto repairs
- LISC will leverage public sector business attraction/expansion tools including:
 - New Market Tax Credits
 - State/local economic development agency assistance

LISC will employ the following resources and strategies to incentivize business development:

Seed Funds, deployed to cover early-stage investments in high-impact projects and businesses. These funds will enable projects to progress to the point at which they can secure the debt and equity investments described below. This type of seed capital is scarce in the market yet crucial to making projects and businesses attractive and viable to investors.

Catalytic Enhancement Capital, deployed primarily as loans to leverage additional debt capital for a variety of entrepreneurial, small and medium-sized business operating and real estate-based financing products. LISC will offer business lines of credit as well as equipment and leasehold improvement loans to entrepreneurs and small and medium-sized businesses. We will also provide real estate-based loans for small manufacturing, industrial and commercial businesses together with subordinate financing for larger transformational anchor projects.

Business Equity Investments, invested as patient capital (equity or loans), will leverage additional debt capital from bank partners and impact investors to invest in growth companies that are creating living wage jobs accessible to residents in the communities we serve.

Risks to be mitigated:

- Failure of local/state economic development entities to prioritize targeted industry sectors with their development incentives
- Uncertain future of NMTC program/inadequate early venture capital

III. PERFORMANCE MANAGEMENT, SYSTEMS AND LEARNING

As part of this initiative LISC in Kalamazoo will build its capacity for performance management systems, and learning as we refine and scale our economic development approach locally. The investment will provide for the hiring of new content skilled staff, pay for real-time learning for new and existing staff and community partners, the development and implementation of a data collection system and evaluation process, and cover coordinating and deploying additional internal talent and resources from National LISC.

LISC will enhance its management talent with two new full-time program staff positions in the Kalamazoo office to support execution of this strategy. These staff will work with existing staff to provide technical support to existing and new local LISC partners, develop and deploy training, source and underwriting LISC investments, collect data and manage evaluation of the work.

National and local LISC will dedicate the necessary systems and technologies to successfully implement the initiative. LISC will draw on resources from across the enterprise including the information and technology, finance, lending, communications, grant management, legal and administrative teams.

LISC will also incorporate real-time learning and feedback in this initiative. This ongoing learning will position the initiative for refining, scaling, and greater support from the public and private sectors and allow exploration of pay for success models. LISC will design information-gathering tools to collect data consistently and accurately, and analyze results to inform program adaptation, and will utilize technology for ease of collection and to ensure that data can be easily accessed and manipulated for a variety of purposes. If LISC identifies any particular challenges that call for in-depth research, we will use the resources of universities and policy organizations in the field, and will encourage these institutions to assist in the work.

IV. RETURN ON INVESTMENT/METRICS OF SUCCESS

To gauge the impact of our approach, LISC will measure:

- living-wage jobs created for targeted residents;
- total capital invested in targeted communities;
- net new full-time employment within and/or accessible to communities;

- net new state and local taxes paid by community residents and businesses; and
- number of startup, small, women and minority-owned businesses operating within targeted communities.

I. Kalamazoo LISC Overview

The Kalamazoo LISC office was established in 1988 as part of the National LISC program. LISC mobilizes partnerships to help rebuild deteriorated neighborhoods and rural areas across the United States. As a Community Development Financial Institution (CDFI), LISC is a financial intermediary, connecting community and economic development investment resources to projects and programs that serve low and moderate income neighborhoods and residents across the nation. A primary focus of LISC's efforts is to build the financial and technical capacity of Community Development Corporations (CDCs) and housing nonprofits to sponsor, shape and own where appropriate, developments to improve the community.

For over three decades, LISC has provided financial and technical assistance to neighborhood-based community development corporations (CDCs) to assist them in transforming distressed neighborhoods into healthy communities. Nationally, LISC has helped over 1,800 CDCs in 150 cities, towns, and rural communities throughout the country. During the past 37 years, LISC and its affiliates have awarded more than \$16.2 billion to community partners for their use in planning and implementing physical development projects, strengthening their organizations, and leveraging an additional \$48.5 billion in public and private support to complete projects. These dollars have translated into 348,000 new homes, 56 million square feet of retail and community space (early childhood centers, schools, recreational spaces, and health-related and healthy food projects), as well as new programs in a variety of human service areas including Financial Opportunity Centers, Community Safety initiatives, AmeriCorps, economic development and "creative placemaking" efforts across the nation.

Kalamazoo LISC mirrors the diversity of LISC activity across the country. The core of the Kalamazoo LISC program is the provision of technical assistance, grants, and project financing to 501(c) (3) organizations to enable them to pursue physical redevelopment and housing projects that help revitalize low and moderate neighborhoods. Since its inception in 1988, LISC in Kalamazoo has assisted 65 CDCs and non-profit organizations with loans, grants and equity totaling over \$81.7 million to build 2,496 units of affordable housing, creating over 897,000 square feet of retail and community space, and to strengthen the capacity of community-based organizations to ensure their long term efficiency and sustainability. This work has leveraged an additional \$142 million in project financing and support. Projects have included investment in neighborhood community centers, higher education, healthcare facilities and programming, neighborhood-based grocery stores, and mixed-use development. Programs supported has included deployment of a Financial Opportunity Center, job training, creation of a community development credit union, and placing more than 120 AmeriCorps members with CDCs and non-profits since the CNCS program inception, more than 20 years ago.

Recent projects undertaken by LISC in Kalamazoo have included:

- Washington Square - A four-year cross-sector, intensive investment strategy in the Edison neighborhood, resulting in investment of a \$1MM in building acquisition, façade and streetscape improvements, road repair, and greenscape beautification. Five (5) new businesses were created or have relocated to Washington Square as a result.

- KVCC Campus - LISC and its affiliate New Markets Support Corp., invested \$10MM in New Markets Tax Credits in the construction of the new \$43MM Healthy Living Campus in 2015. Construction was completed in 2016, and houses the Allied Health, Culinary Arts, and Urban Farming educational programming. This project created approx. 80 new jobs.
- Family Health Center-Alcott location - LISC and its affiliate New Markets Support Corp. invested \$8.5MM in New Markets Tax Credits in the construction of a new \$14.5MM federally qualified medical and dental facility in the Edison neighborhood. Construction of the 50,000 sq. ft. facility was completed in April, 2017. LISC also provided \$50,000 in predevelopment financing for the project, and a \$50,000 capacity grant for expanded community health programming to take place on a new adult fitness park to be constructed adjacent to the new health facility. This project will create 35 new jobs.
- Kalamazoo County Continuum of Care - LISC continues to serve as the seat and Collaborative Applicant for the Kalamazoo County Continuum of Care a cross-sector collaborative body to works to address issues of housing instability and homelessness, to support prevention and rapid rehousing of homeless individuals and families. Since 1996, LISC has acted in the convening and applicant role to secure over \$30MM in HUD and MSHDA resources to support local emergency, transitional and permanent supportive housing providers (\$2.2MM annually).
- Non-Profit Technical Assistance - LISC has invested \$1MM in grant support to Kalamazoo non-profits engaged in community and economic development activities in the past three years. A provision of that support is to provide technical assistance to organizations engaged in development, and to those that appear to be struggling. For example, since 2014, LISC has worked closely with the Douglass Association which faced significant financial challenges that resulted in the 95 year old agency almost closing its doors. LISC championed for and provided grant support to the Douglass to help stabilize the organization in partnership with other local funders, but also provided more intensive guidance and expertise to stabilize and support the new leadership staff and help them undertake strategic planning, board development and assessment of their building to determine the organization's next steps as it reaches the 100 year mark in 2019. LISC acted as a "pass through" organization for philanthropy to the Douglass Community Association at the height of their organization instability to ensure that community resources were utilized as intended. LISC has provided similar kinds of intensive capacity and technical assistance support to the Kalamazoo County Land Bank, Hispanic American Council and Kalamazoo Neighborhood Housing Services in recent years.

II. Neighborhood Demographics

LISC works in the low to moderate income neighborhoods of Kalamazoo. Over the past five years, LISC has worked almost exclusively in the Edison, Vine, Northside and Downtown areas of the city. Investments in these neighborhoods have positively impacted the quality of life of the low to moderate income residents of those neighborhoods, bringing commercial and retail access, new healthcare services, higher education resources, and human service programming opportunities to the places where people live.

Edison Neighborhood

Overall, Edison displays the characteristics of high poverty, low investment in infrastructure and a continuing erosion of the commercial corridor. The Edison Neighborhood is the largest neighborhood in the City of Kalamazoo and home to approximately 8,400 residents, including several underserved groups

such as senior citizens, people with physical and mental disabilities, the formerly incarcerated and populations of color including the city of Kalamazoo's largest Hispanic population.

According to the 2010 U.S. Census, 62% of the population of the three applicable Census tracts is low to moderate income. Additionally, according to the U.S. Census and American Community Survey, median income in the two largest Census tracts (9 and 10) averaged \$22,665, well below the Kalamazoo City median income of \$33,000. According to the 2008-2012 American Community Survey, poverty is high in Edison, with 58% of residents in Census tract 9 and 47% of residents in Census tract 10 living below the poverty line. The Edison neighborhood continues to be the most ethnically diverse neighborhood in the city (43% White, 31% Black; 8% Other or multi-racial, and 18% Latino/Hispanic). The unemployment rate average for Edison resident is 24.3% (5-year estimate 2011-2015), compared to the city-wide unemployment rate of 4.3% (December, 2016)

Portage Street is the primary commercial and business corridor in Edison, running north to south from downtown Kalamazoo to city of Portage, and runs through the middle of the neighborhood. Portage Street exhibits characteristics of economic distress, including a high proportion of vacant storefronts, high turnovers of businesses and physical deterioration. The identified needs of the Edison neighborhood include revitalization of the Portage Street commercial corridor, micro-small business development in vacant storefronts and vacant commercial/manufacturing structures, rehabilitation of existing housing stock, development of new "missing middle" housing options (rental and homeowner), and blight removal as primary neighborhood goals to be undertaken. The corridor offers opportunities for commercial and retail development, particularly in the northern area closest to downtown.

Northside Neighborhood

The Northside Neighborhood has the highest concentration of low income and minority households in Kalamazoo. According to the 2010 U.S. Census, in Census tracts 2.02 and 3.00, an average of 75% of residents are low to moderate income (80.5 in Census tract 2.02 and 68.8% in Census tract 3.00). The average median income for Northside residents is \$28,000, lower than the city-wide median income of \$33,000, indicating significant income disparities for Northside neighborhood residents. According to the 2008-2012 American Community Survey, in the two Census tracts, 45% of residents live below poverty. Racial demographics indicate that the residents in this census tract are approximately 77% African American, 11% White, 7% Other or Multi-racial, 5% of residents in the two census tracts are Latino/Hispanic. The Northside has approximately 5,000 residents and 2,150 housing units, of which 46% are rental units. The unemployment rate average for Northside residents is high 21.4% (5-year estimate 2011-2015), compared to the city-wide unemployment rate of 4.3% (December, 2016).

The Park/Westnedge Corridor area is the primary commercial gateway into the city from the north and like Edison, exhibits characteristics of economic distress, including a high proportion of vacant properties, high turnovers of businesses and physical deterioration. Revitalization efforts are underway, primarily driven by non-profit development and investment, like the North Park Street Plaza and the NACD Community Center. These investments spurred municipal investment in the new KDPS Sub-station and private investment in a Family Dollar Store and a Little Caesar's pizza store. Some positive development is also taking place in the Rivers Edge area of the neighborhood to the east of the historic neighborhood center, which will offer opportunities for commercial and retail development, and new market rate housing. The identified needs of the neighborhood include continued revitalization of the neighborhood commercial corridors, greenspace, and job training and development for residents.

Vine Neighborhood

The Vine Neighborhood is the second largest neighborhood in Kalamazoo with approximately 7,000 residents, of which 4,646 live in Census tract 6 a city-identified low to moderate income area. According to the 2010 U.S. Census and American Community Survey, there are 1,822 housing units in Census tract 6, of which 1,314 are rental units (72%) continuing a decades-long trend of high rental occupancy in the neighborhood, which leads to higher levels of population transience and instability.

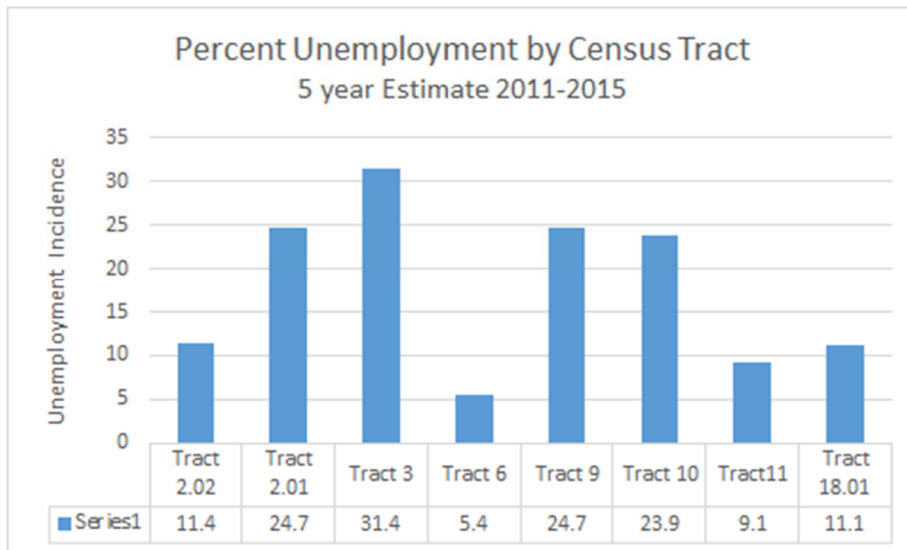
The median family income in the primary census tract in Vine is \$41,000, higher than the city-wide median income of \$33,000 (but considerably lower than the County median income of \$47,500). Despite higher median income in the area, according to the 2008-2012 American Community Survey, 49.6% of residents in Census tract 6 were living below poverty, suggesting broad income disparity within the area. Racial demographics indicate that the residents in this census tract are predominately White (76%) and African American (14%), Other or Multi-racial, with a growing Hispanic/Latino population (5%). The unemployment rate for Vine residents in Census tract 6 is 5.4% (5-year estimate 2011-2015), slightly higher than the city-wide unemployment rate of 4.3% (December, 2016).

The Park/Westnedge Corridor area is a primary commercial gateway into the city from the south and while pockets have shown marked improvement over time due to targeted investments by both non-profit and for-profit businesses, other commercial corridor areas continue to exhibit physical deterioration and characteristics of economic distress. It offers opportunities for commercial and retail investment by small business

Downtown/CBD

The Central Business District (CBD) is the centerpoint of southwest Michigan's largest metropolitan area and aligns with the boundaries of Census Tract 2.01. The CBD sits in the middle of and connects the Northside, Vine and Edison neighborhoods to the north, west and south. Nearly 13,000 people work in the CBD in jobs that include retail, hospitality, and restaurant support, in addition to professional office workers, medical and government employees.

According to the 2010 U.S. Census and the City of Kalamazoo Assessment of Fair Housing Plan, 1,522 persons live within 790 total occupied housing units (13.4% owner occupied; 86.6% renter occupied). Median housing values were \$119,000, considerably higher than the average median housing value City-wide at \$99,900 (and higher than the median housing value of all of the traditional core city neighborhoods), denoting a significant disparity between property owners/homeowners and renters living in downtown. Of the 751 total households living in Census Tract 2.01, 434 households live at or below the poverty level (57.8%) and 11.7% of the residents were receiving public assistance. 15.6% of the resident population is African American of which 34.1% of residents of color live at or below the poverty line. The unemployment rate for Downtown residents in Census tract 2.01 is 24.7% (5-year estimate 2011-2015), higher than the city-wide unemployment rate of 4.3% (December, 2016).



LISC / City Partnership

LISC is proposing a stronger partnership with the City of Kalamazoo to aggressively seek an economic agenda to improve neighborhoods and reduce poverty through job creation, job placement, commercial corridor improvements, and access to capital for small businesses. We are requesting a 5-year, \$10 million commitment from the FFE which LISC will match on a 2 to 1 basis (\$20 million) with grants, equity, loans and technical assistance. Over the next five year, LISC will invest resources into businesses and real estate that will create jobs and entrepreneurial opportunities, as well as the physical spaces needed for businesses to operate and thrive within our community. LISC will focus on helping light manufacturing, retail, and other commercial efforts grows, so that business owners that are new or currently small can launch and grow in the targeted neighborhoods. At this neighborhood scale, banks are not generally interested in financing micro-small businesses and development. With support from the City of Kalamazoo, LISC will fill a financial investment niche that fits our neighborhood needs and scale. The sector and employer analysis LISC will complete at the front end of this initiative, in alignment with city, non-profit and business partners, will help confirm and elevate the most impactful opportunities in the community on the physical and business development side, as well as help determine the workforce needs to effectively connect neighborhood residents with existing and emerging job opportunities for living wage employment.

With City support, LISC will work extensively in the Northside, Edison and Vine neighborhoods. In the pipeline for 2017, LISC will create a new Financial Opportunity Center, an expansion of a community-based financial institution, place-based education and training, and exploration of a new small business incubator. A pipeline of anticipated economic development projects is being assembled, based on current interest and demand and include a combination of micro-loans, small business loans, real estate development, and workforce development projects.

Over the five year term, this project and LISC's investment capacity will be ramped up. The first year will require strengthening and building its organizational infrastructure and partnerships to ensure it has the necessary capacity to engage in a deep dive effort in economic development, workforce development and entrepreneurial support. Gradual production will increase each year of the initiative, with the majority of development and investment expected in the third year. LISC staff has accepted invitations to join several community economic development taskforce efforts, including:

- Greater Kalamazoo Small Business Resource Network
- Kalamazoo Incubator/Accelerator Steering Committee
- Pitch Zoo Kalamazoo (an effort of Kalamazoo Innovation Initiative/Kzoo Makers)
- Kalamazoo Real Estate Co-op Taskforce

As an integral component of this partnership with the City of Kalamazoo, LISC expects to reorganize its operations to incorporate additional working committees (economic development network and small business lending), as well as incorporating more City involvement in the guidance, policy and activities of the Local Advisory Committee. Please see attached recommendations for LISC restructuring.

Attached is a draft budget outlining anticipated sources and potential uses for this initiative over the next three years. It is hoped that it will provide a more clear sense of the partnership and of leveraging important City resources and investment in creating jobs, businesses and improvement to the physical environment of the core city of Kalamazoo. It is not meant to express sources and uses to a 100% certainty but rather a guide and estimate of activities and cost.

Oversight Structure

LISC Staff:

- Executive Director
- Economic Development Manager/Loan Originator
- Neighborhood Support Manager/Loan Originator
- Housing Specialist
- Continuum of Care Director/Loan Originator
- Support Staff

LAB Structure:

- 3 from the City (Manager, Mayor, Asst. Manager)
- 1 from County
- 1 KCF
- 1 United Way
- 3 Bankers
- 4 Institutional Partners (Bronson, WMU, KVCC, FHC)
- 2 at Large

Committee Structure:	<u>Economic Develop.</u>	<u>Lending</u>
	- Urban Alliance	- 3 Commercial Lenders
	- KVCC	- City
	- Goodwill	- 2 Practitioners
	- Michigan WORKS	- MI SBTDC
	- City ED Dept.	- LISC KIVA Trustee
	- Can Do Kitchen	
	- WMU	
	- MI SBTDC	

KALAMAZOO LISC BUDGET ITEMS - USES & SOURCES (Projected / Estimated)
Economic Development / Job Creation

BUDGET ITEMS - USES	YEAR 1	YEAR 2	YEAR 3
Small Business Loans / Facades /Streetscape	200,000	200,000	200,000
Medium Business Loans (\$50,000 - \$250,000)	500,000	550,000	600,000
Financial Opportunity Center	175,000	175,000	175,000
Access to Banking/Financial Literacy (Low-Income Credit Union)	50,000	50,000	50,000
Predevelopment	150,000	150,000	150,000
Real Estate Build Out / Recoverable Actions / NMTC Equity	2,000,000	9,000,000 ⁽¹⁾	2,000,000
Interest Rate Buy Down	20,000	30,000	40,000
Loss Reserve ⁽²⁾	530,000	555,000	580,000
Job Training (Momentum, KVCC, CanDo Kitchen, K-PEP)	300,000	300,000	300,000
Sub Total	3,925,000	11,010,000	4,095,000
Feasibility Study / Strategy Expertise / Data	50,000	50,000	-
Performance Management / Evaluation	-	25,000	25,000
Capacity Building / NonProfits	200,000	200,000	200,000
Communication / PR (IMG / Second Wave)	100,000	100,000	100,000
AmeriCorps	75,000	75,000	75,000
Economic Development Specialist (LISC)	100,000	105,000	110,000
Commercial Lender	100,000	105,000	110,000
Community Engagement	25,000	25,000	25,000
Incubator	?	?	?
Workforce Childcare / Workforce Transportation	?	?	?
Operations / Administration / Networking	200,000	200,000	200,000
TOTAL	?	?	?

BUDGET ITEMS - SOURCES	YEAR 1	YEAR 2	YEAR 3
City of Kalamazoo	2,000,000	2,000,000	2,000,000
LISC (general)	100,000	100,000	100,000
Equity	-	7,000,000 ⁽¹⁾	-
Corporate Challenge	80,000	-	-
Safety (Washington Square)	25,000	25,000	-
AmeriCorps	50,000	50,000	50,000
HUD Section 4	150,000	150,000	150,000
Recoverable Grants / Project Investments	150,000	150,000	150,000
Financial Opportunity Center	175,000	175,000	175,000
Business Loans	600,000	600,000	600,000
Real Estate Loans	2,000,000	2,000,000	2,000,000
TOTAL SOURCES	5,330,000	12,250,000	5,225,000

⁽¹⁾ NMSC / NMTC Project

⁽²⁾ 80% Small Loans / 50% Medium Loans / 10% Real Estate

**CATALYZING ECONOMIC OPPORTUNITY IN KALAMAZOO
MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL INITIATIVES SUPPORT CORPORATION
AND THE CITY OF KALAMAZOO**

This Catalyzing Economic Opportunity in Kalamazoo Memorandum of Understanding (this “MOU”), effective as of January 1 2018, between Local Initiatives Support Corporation, with its national headquarters at 501 Seventh Avenue, 7th Floor, New York, New York 10018, and its local program offices at 141 East Michigan Avenue, Suite 501, Kalamazoo, MI 49007 (“LISC”), and the City of Kalamazoo, with its offices at 241 W. South Street, Kalamazoo, MI 49007 (the “City”).

BACKGROUND

The City and LISC recognize that, working together, they can significantly increase the economic opportunities available to residents predominantly in under-resourced neighborhoods of the City. These joint efforts will include, but not be limited to, helping such residents to qualify for, and find, jobs that pay enough to support their families, and improving the physical and economic conditions in such neighborhoods. The steps to be taken to achieve these objectives are outlined in detail in the Catalyzing Economic Opportunity in Kalamazoo’s Neighborhoods partnership draft proposal dated November 15, 2017, submitted by LISC to the City (as such draft proposal may be modified after further discussions between LISC and the City, the “Proposal”) which is attached to this MOU.

The Proposal lays out the general goals for the proposed informal partnership between the City and LISC, and therefore the Proposal is incorporated herein by reference in order to provide the background and context for the specific terms of this MOU, however if there is any conflict between the Proposal and this MOU, the terms of this MOU take precedence over any potentially conflicting language in the Proposal. The informal partnership is referred to herein as the “Economic Opportunity Program”.

1. Parties to this MOU; Additional Parties during the Term of this MOU.

1.1 LISC

LISC is a national organization with its headquarters in New York City. LISC operates its programs and achieves local impact, through a network of local offices, including its Kalamazoo office; LISC’s Kalamazoo program is referred to herein as Kalamazoo LISC. The responsibilities described below for LISC and its current and future affiliates will be coordinated through Kalamazoo LISC.

LISC and its affiliates provide loans, grants, technical assistance and (subject to the availability of tax credits) New Markets Tax Credit equity investments and related loans, to catalyze economic opportunity and meet other community development objectives determined by the local organizations and residents with whom LISC works.

Kalamazoo LISC will be the primary contact for the Economic Opportunity Program. The senior leadership and staff of LISC and its affiliates will be involved, as needed for the Economic Opportunity Program to succeed.

1.2. The City

The Office of the City Manager, of the City of Kalamazoo, will be the primary contact for the strategic partnership described in this MOU, however it is understood that other departments of the City, and the senior leadership of the City, will be involved, as needed, for the Economic Opportunity Program to succeed.

1.3 Source of Part of the Funding

It is currently contemplated that part of the funding described below as being provided by the City may instead be raised by, and provided by, the Foundation for Excellence (the “Foundation”); the City will then provide the funds to LISC.

2. Term of this MOU

2.1 Five Year Term.

Because of the length of time that it will take to accomplish the goals of the Economic Opportunity Program, the parties have agreed that this MOU shall have a five year term, beginning on January 1, 2018, and ending on December 31, 2022 (the “MOU Expiration Date”). No funds will be dispersed by the City for activities that occurred prior to City Commission approval of this MOU.

2.2 Annual Review.

Because local and national economic conditions and many other factors may change substantially during such five year period, and because ‘lessons learned’ over the next five years may make course corrections advisable, the parties hereto have agreed to review the accomplishments of the Economic Opportunity Program on an annual basis, and make any adjustments necessary to fulfill its overall goals. Such review shall take place in the fourth quarter of each calendar year. Any material changes to the Economic Opportunity Program shall be made by written agreement modifying this MOU.

2.3 Earlier Termination.

If either party is substantially failing to meet its obligations hereunder, the fully performing party shall have the right to call a meeting of LISC and the City on thirty days' notice (with such notice to be in writing, specifying in detail the concerns of the fully performing party) to discuss the feasibility of continuing the strategic partnership arrangement. In the event that the parties hereto are not able to agree upon path forward, either party may terminate this MOU on 90 days' written notice, however both parties shall be required to honor their respective financial commitments hereunder, if any, for a period of six (6) months following the effective date of the termination.

3. Overall Goals of the Strategic Partnership; Potential Challenges; Short Term Goals

3.1 Crafting of Five Year Goals.

During the first six months of the term of this MOU, the City and LISC shall meet, as often as needed, prior to May 31, 2018, to develop quantitative goals for the Economic Opportunity Program. A format for semi-annual reports, to be provided by Kalamazoo LISC, shall be jointly agreed upon, which shall track progress towards meeting such goals, as well as the commitment, and expenditure, of funds as contemplated by this MOU. Economic Opportunity Programs will align with the Imagine Kalamazoo 2025 (IK2025) Strategic Vision and Master Plan.

3.2 Short Term Goals.

Bearing in mind that the first year of any new initiative, including the Economic Opportunity Program, includes significant 'start-up' steps (hiring of new staff, establishing procedures between the parties, externally launching the program, etc.), the following are the agreed-upon goals for the period ending on December 31, 2018:

- (a) Recruiting and onboarding of new staff or realignment of current Kalamazoo LISC staff to carry out the responsibilities described in the Proposal as determined by completion of job descriptions, adherence to LISC Human Resources policies, and availability of office space.
- (b) Form a Projects Review Committee (PRC), on which the City will be represented, which will be part of the process of reviewing the use of funds provided hereunder.
- (c) Establishing and beginning the operations of a Financial Opportunity Center in the Northside neighborhood of the City.

- (d) Facilitate the making of at least one Kiva loan.
- (e) Make a small business loan which may be SBA Community Advantage Loan or some other type of loan.
- (f) Make at least two grants, each in the approximate amount of \$15-25,000, to provide funding for façade improvements in neighborhood commercial corridors identified in the 2025 Master Plan.
- (g) Facilitate the completion of an incubator feasibility study.
- (h) Retain a consultant to conduct focus groups of residents and other stakeholders in Northside neighborhood to discuss strategies for job creation, and receive the report analyzing the results of such focus groups. The consultant's work should be aligned with the work of Shared Prosperity Kalamazoo (SPK).
- (i) Prepare proposed goals for the next six months of the Economic Opportunity Program aligned with IK2025.

3.3 General Marketing

LISC and the City shall discuss their individual and joint efforts to publicize and market the Catalyzing Economic Opportunity Program; however, each shall have the authority to publicize and market the Economic Opportunity Program in whatever manner they wish. All such marketing or publicity for the Economic Opportunity Program shall be referred to as a joint program of LISC and the City (and the Foundation after it becomes operational).

4. Resource Commitment of the Parties

In order to achieve the ambitious goals discussed in the Proposal, substantial financial and other resources will have to be provided by LISC and the City (and eventually the Foundation), directly or through obtaining such resources from third parties.

4.1 LISC

Subject to the availability of funds (and in the case of New Markets Tax Credits, allocation to LISC of sufficient new tax credits), and to projects, and borrowers, meeting LISC's underwriting criteria, LISC is prepared, over the five year term of this MOU, to match, on a 2 to 1 aggregate basis, City financing to LISC for the Economic Opportunity Program. Based on the City / Foundation commitment outlined below, LISC hereby agrees to provide \$20,000,000 of match financing during the five year term of this MOU (assuming that the City provides \$10,000,000 of funding hereunder).

Because of factors beyond LISC's control affecting the timing of the development and closing of projects, LISC financing may not always be provided in the same year of the term of this MOU (1/1 through 12/31) in which the City provides its financing. However, LISC hereby agrees that it will provide at least a 1:1 match by November 30, 2018, at least a 1:5 to 1 cumulative by November 30, 2019, and at least a 2:1 cumulative match by the end of the five year term of this MOU.

Such financing will be a combination of private grants, publicly funded grants (primarily from LISC's Section 4 allocation and any funding available for Financial Opportunity Centers), loans, repayable investments (also called recoverable grants), lines of credit, guarantees, Kiva loans, SBA credit enhanced loans, and allocations of New Markets Tax Credits.

4.2 City

The City agrees to provide LISC with \$2 Million of grant funds, not from CDBG or HOME or other federal funding sources. The first \$1,000,000 shall be disbursed to LISC no later than April 1, 2018; the second \$1,000,000 shall be disbursed to LISC no later than September 30, 2018, based upon receipt from LISC of a report showing satisfactory progress towards the goals outlined above for the first six months of the Economic Opportunity Program.

The City intends to grant \$2,000,000 every year thereafter, to LISC, by the Foundation to the City for disbursement by the City to LISC, in two installments, on January 30th and July 30th of each year, subject to funding availability and required approvals.

5. Reporting

Kalamazoo LISC shall provide the City with a semi-annual financial and narrative report on the progress being made to meet the goals of the Economic Opportunity Program, and on the commitment and disbursement of funds. The format and timing of such reports shall be agreed upon by Kalamazoo LISC and the City during the first six months of the Economic Opportunity Program.

At least every three months, and more frequently if requested, representatives of Kalamazoo LISC and the City shall meet to discuss the Economic Opportunity Program progress being made, challenges being encountered, or changes to be considered.

6. Fundraising / Marketing

6.1 Fundraising

LISC has the authority to discuss the Economic Opportunity Program with potential funding organizations/individuals without the City in attendance; however, LISC shall advise and coordinate its fundraising activities with the City. LISC will be clear in such discussions that the Economic Opportunity Program is a joint program of LISC and the City.

The City has the authority to discuss the Economic Opportunity Program with potential funding organizations/individuals without LISC in attendance; however, the City shall advise and coordinate its fundraising activities with LISC. The City will be clear in such discussions that the Economic Opportunity Program is a joint program of LISC and the City.

The City and LISC agree to periodically discuss their fundraising efforts, in order to avoid any potential conflicts or misunderstandings.

6.1 General Marketing

LISC and the City agree to coordinate their individual, and joint, efforts to publicize and market the Economic Opportunity Program; however each has the authority to publicize and market the Economic Opportunity Program in whatever manner they wish. However, in any such marketing or publicity the Economic Opportunity Program shall be referred to as a joint program of LISC and the City.

7. Evaluation

LISC will perform, or arrange, for an annual evaluation of the Economic Opportunity Program, with the results of such evaluation due no later than December 31, 2019 and each year thereafter, so that any adjustments agreed upon by the parties can be included in plan for the Economic Opportunity Program for the following year. The scope of the evaluation, and sources of funding for it, will be discussed by the City and LISC.

8. General Provisions

8.1 Notices

Any notices under this Agreement shall be in writing, and shall be deemed to be delivered when delivered by hand, by overnight courier, by certified mail, postage prepaid, return receipt requested (or when delivery is refused), or by e-mail with confirmation of receipt, as follows:

If to the City:

Laura Lam, Assistant City Manager
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007
Email: LamL@kalamazoo-city.org
Phone: 269-337-8534

If to LISC:

Charles Vliek, Program Vice President
Local Initiatives Support Corporation
141 E Michigan Avenue – Suite 501,
Kalamazoo, Michigan 49007
Email: cvliek@lisc.org
Phone: 269-459-4122

With a copy to:

Patrick Maher, VP and Deputy General Counsel
Local Initiatives Support Corporation
501 7th Avenue, 7th Floor
New York, New York 10018
Email: pmaher@lisc.org
Fax: 212-682-8608
Phone: 212-455-9861

8.2 Amendments

Any amendments to this MOU shall be in writing, signed by all parties hereto.

As evidence of the their mutual understanding of an agreement with the terms set forth above, duly authorized representatives of LISC and the City have signed this MOU on the dates listed below, understanding that it will be effective as of January 1, 2018.

LOCAL INITIATIVES SUPPORT CORPORATION

By: _____
Name:
Title:

Date: _____

THE CITY OF KALAMAZOO

By: _____
Name:
Title:

Date: _____

HOUSING INVESTMENT STRATEGY

LISC 3 Year Proposal

Introduction:

Since the City of Kalamazoo is seeking a partnership to implement a comprehensive City-wide housing initiative, LISC proposes to support the strategic vision (Imagine Kalamazoo 2025) as reflected in the City's Master and Consolidated and Neighborhood Plans for attainable and sustainable housing as stated herein.

A stable, functioning housing market is vital to our community's economic strength and resilience. Businesses rely on responsive housing markets to facilitate growth and employee recruitment. Construction workers, contractors, and realtors depend on stable housing markets to fuel their careers. And the availability of quality, affordable housing is foundational for every family – it determines which jobs they can access, which schools their children can attend, and how much time they can spend together at the end of a day's commutes.

LISC will work to expand and preserve the supply of affordable housing to working people, seniors and young families; especially to increase the availability of affordable housing in our lower income areas. We'll strive to help homeowners facing foreclosure stay in their homes (foreclosed and vacant property, reducing the supply of affordable housing and dramatically undermining quality of life in neighborhoods plagued with abandoned properties). When homes or rental units can't be saved, we'll work to ensure that vacant properties are well-maintained and secured so that they do not harm neighborhoods or further erode nearby affordable housing stock, and look for opportunities for the construction of new in-fill housing. We'll also work to stabilize and strengthen neighborhoods that already have large supplies of affordable housing. LISC will also invest in preserving and adding additional affordable rental units in Kalamazoo.

LISC as Strategic Partner

Over the next three years, LISC proposes to collaborate with community partners to prevent tax foreclosures, develop new and rehabilitated housing units and provide resident homeowner education. LISC will provide financing, development and technical assistance support to create:

- 30 new construction owner occupied units (single family and/or attached), 10 per year
- 75 units of rehabilitated owner occupied housing, 25 per year
- 240 units of new affordable rental housing
- 150 units of current affordable rental units will be preserved
- Education and financial training sessions for 750 people to help them maintain housing
- 30 units of housing retained through foreclosure prevention assistance, 10 per year

HOUSING INVESTMENT STRATEGY

LISC 3 Year Proposal

The first year of this initiative will focus on strengthening partnerships and creating an organizational infrastructure and network (committee) that supports an increase in housing unit production over three years. We want to help develop shared housing solutions through innovative thinking and the creation of effective implementation of community-wide strategies and goals.

Affordable Housing Fund

Specifically, LISC will provide a leadership role in creating a \$5,000,000 annual housing fund; raising the capital, administering and awarding/disbursing funds and providing reports to funders.

It is anticipated the fund will support new construction of both rental and homeownership units, rehabilitation of older housing stock, foreclosure prevention support, homeownership and financial literacy training, preservation of existing affordable rental units and capacity building for nonprofit partners.

The LISC Board will oversee and approve funding while using multiple committees of local “experts” to inform decision making. Approximately 50% of the annual fund will consist of LISC provided subordinate, gap or bridge recoverable debt and nonprofit capacity will be built principally with LISC HUD Section 4 funding and AmeriCorps.

Grant funding will principally cover gap differences between cost and appraised value.

LISC Partners and Collaborators

In order to insure that LISC’s work related to the housing investment strategies reflects the intent of the City of Kalamazoo and our Community Partners, we will incorporate working committees as needed and invite strategic partners to join our Board of Directors (LISC Local Advisory Board).

We’ll build on the work of the existing Community Housing Collaborative (CHC). This LISC committee is comprised of Executives and Directors of agencies that own or manage physical housing units in Kalamazoo working to create a comprehensive and integrated approach to insure permanent housing for community members. The CHC continues to learn, discern and prioritize community housing needs in order to reach a consensus on our goals and strategies.

The Need

Housing production has not been able to keep up with demand, impacting construction and other related jobs, limiting the requisite growth in population needed to sustain economic

HOUSING INVESTMENT STRATEGY

LISC 3 Year Proposal

growth, and limiting potential tax revenue gains. Barriers to housing development are exacerbating the housing affordability crisis, particularly in Kalamazoo where there are limited rental vacancies.

The City of Kalamazoo, Michigan, is an entitlement community to HUD that is particularly susceptible to the dangers of deteriorating housing stock; the age of the housing stock indicates a need for continued maintenance, lead-based paint removal, weatherization and energy efficiency upgrades.

According to the 2017 Battle Creek-Kalamazoo United Way ALICE (Asset Limited Income Constrained, Employed) report, 30% of Kalamazoo city residents live in poverty and the housing cost burden for Kalamazoo residents is high; 24% of homeowners pay more than 30% of their income for housing and 54% of renters pay more than 30% of income for housing. Annually, the Continuum of Care serves 5,200 residents who are homeless (3,500), at-risk of homelessness (1,700), or precariously housed.

The 2015 Target Market Analysis completed by Zimmerman/Volk Associates Inc., stated a continuing and growing need for diverse housing development (new construction, adaptive reuse, and rehabilitation) in Kalamazoo, across income ranges. The study found:

- 1,000 units of new rental and for-sale market-rate dwelling units could be constructed, or created through adaptive re-use of existing building in the downtown and ring core neighborhoods over the next 3-5 years
- An additional 375 to 460 new units of workforce/affordable housing could be constructed and utilized in the same time frame
- Annual market capture (absorption) in the downtown and near downtown areas is approximately 179 - 219 units per year

The study area included downtown, and the surrounding core city neighborhoods, including the LISC supported Edison, Vine, and Northside neighborhoods. The study found that diverse family configurations indicates a demand for both single family homeowner and multi-family rental (small and higher density) homes and a wide range of housing products exists; including single family detached, urban rental loft and condominiums, and row houses/townhome.

Nearly 59% of the Study Area's housing stock was built before 1940, compared to just over 30% in the City of Kalamazoo. Another 20% of all Study Area units were built between 1940 and 1960; just 2.1 % of all dwelling units in the Study Area have been built since the year 2000.

Of the 11,215 occupied units, approximately 63 % are rented and 37 % are owner-occupied, compared to a 43.6 % ownership rate in Kalamazoo and 65 % nationally. The median value of owner-occupied dwelling units in the city is estimated at \$78,660, just 43 % of the national median of \$182,100.

HOUSING INVESTMENT STRATEGY

LISC 3 Year Proposal

Median household income in the Target Market Study Area is estimated at \$22,620, approximately half of the City of Kalamazoo median income of \$45,400 and just 44 % of the national median of \$51,600. Nearly 54 % of the Study Area's households have incomes below \$25,000 per year, compared to 43.3 % in the city, and 24.4 % nationally.

Policy System and Regulatory Efforts

Significant barriers to new housing development can cause working families to be pushed out of the job markets with the best opportunities for them, or prevent them from moving to regions with higher-paying jobs and stronger career tracks. Excessive barriers to housing development result in a drag on economic growth and exacerbate income inequality.

Local policies that may act as barriers to housing supply include land use restrictions that make developable land much more costly than it is inherently, zoning restrictions, off-street parking requirements, arbitrary or antiquated preservation regulations, residential conversion restrictions, and unnecessarily slow permitting processes. The accumulation of these barriers has reduced the ability of housing markets to respond to growing demand.

Not all barriers to housing development have negative impacts – local land use policies and regulations can increase the supply of well-located affordable housing, address externalities such as environmental impacts associated with development, create better connections between housing options accessible to transit, and support the fiscal health of states and localities. Even well-intentioned land-use policies can restrict housing availability; create uncertainty for developers and limit private investment; exacerbate the imbalance between jobs and housing; and induce urban sprawl.

LISC will continue to advocate for change in state and federal policies that support innovative approaches to creating safe, stable housing, mixed income development and the preservation of affordable housing opportunities. Locally, LISC would partner with the City on efforts to remove barriers to housing development including financial challenges, building set-back, parcel and household density and square foot requirements and restrictive regulatory and zoning ordinances.

Summary

LISC will support local and neighborhood leaders and developers that know we need to break down certain conditions that stand in the way of building new housing; including financial support – because we want new development to replace vacant lots and rundown properties, we want our children to be able to afford their first home, we want hardworking families to be able to take the next job on their ladder of opportunity, and we want our community to be part of the solution in reducing income inequality and growing the economy nationwide.

HOUSING INVESTMENT STRATEGY

LISC 3 Year Proposal

USES	Year 1	Year 2	Year 3	TOTAL 1-3 yr	Assumptions/Estimated Cost
Foreclosure Prevention	40,000	40,000	40,000	120,000	\$4,000 average per unit
New Home Construction	2,200,000	2,200,000	2,200,000	6,600,000	10 annually X \$220,000 per unit
Homeowner Rehabs	1,500,000	1,500,000	1,500,000	4,500,000	25 annually x \$60,000 per unit
Affordable Rental Housing	12,000,000	12,000,000	12,000,000	36,000,000	LIHTC, \$150,000 per unit
New Construct Small Homes	800,000	0	0	800,000	\$100,000 per unit
Non Profit Capacity Building	150,000	150,000	150,000	450,000	HUD Section 4
AmeriCorps	50,000	50,000	50,000	150,000	LISC
Housing Specialist	80,000	80,000	80,000	240,000	Wage and Benefit FTE
Data/Research (Dynamo Metrics)	75,000	20,000	20,000	115,000	
TOTAL USES	16,895,000	16,040,000	16,040,000	\$ 48,975,000	
SOURCES	Year 1	Year 2	Year 3	TOTAL 1-3 yr	Assumptions/Estimated Cost
City of Kalamazoo	1,500,000	1,500,000	1,500,000	4,500,000	Grant
Private Lending	3,000,000	2,250,000	2,250,000	7,500,000	
Local Funding	750,000	750,000	750,000	2,250,000	Philanthropy
Equity/Soft Subsidy	9,000,000	9,000,000	9,000,000	27,000,000	
AmeriCorps (LISC)	50,000	50,000	50,000	150,000	
HUD Section 4 (Capacity) (LISC)	150,000	150,000	150,000	450,000	
Recoverable Grants (LISC)	100,000	100,000	100,000	300,000	Project Investments
Housing Loans (LISC)	2,250,000	2,250,000	2,250,000	6,750,000	
TOTAL SOURCES	16,800,000	16,050,000	16,050,000	\$ 48,900,000	
TARGET OUTCOMES	Year 1	Year 2	Year 3	TOTAL	
New Single Family In-Fill Housing Units	10	10	10	30	
New Rental Housing Units (Affordable or Workforce)	80	80	80	240	
Rehabed Single Family	25	25	25	75	
Preservation of Affordable Rental Units	50	50	50	150	
Homeless (Foreclosure) Prevention	10	10	10	30	
Training/Financial Literacy	250	250	250	750	
Non-profits with Increased Capacity	3	3	3	9	

* In addition to the above referenced budget and the Affordable Housing Fund, LISC will continue it's role as the County Continuum of Care entity resulting in another \$2 million plus of Federal and State resources annually to address homelessness in the County.

**AFFORDABLE HOUSING PROGRAM IN KALAMAZOO
MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL INITIATIVES SUPPORT CORPORATION
AND THE CITY OF KALAMAZOO**

This Affordable Housing Program in Kalamazoo Memorandum of Understanding (this “MOU”), effective as of January 1, 2018, between Local Initiatives Support Corporation, with its national headquarters at 501 Seventh Avenue, 7th Floor, New York, New York 10018, and its local program offices at 141 East Michigan Avenue, Suite 501, Kalamazoo, MI 49007 (“LISC”), and the City of Kalamazoo, with its offices at 241 W. South Street, Kalamazoo, MI 49007 (the “City”).

BACKGROUND

The City and LISC recognize that, working together, they can significantly increase the availability of decent, affordable rental housing, and affordable homeownership opportunities, predominately in under-resourced neighborhoods in the City. The collaboration between the City and LISC will improve the housing conditions in the neighborhoods, benefitting all residents and helping the City of Kalamazoo to attract additional investments in affordable housing. The steps to be taken to achieve these objectives are outlined in the LISC Housing Investment Strategy, dated November 13, 2017, submitted by LISC to the City (as such draft proposal may be modified after further discussions between LISC and the City, the “Proposal”) which is attached to this MOU.

The Proposal lays out the general goals for the proposed informal partnership between the City and LISC, and therefore the Proposal is incorporated herein by reference in order to provide the background and context for the specific terms of this MOU, however if there is any conflict between the Proposal and this MOU, the terms of this MOU take precedence over any potentially conflicting language in the Proposal. The informal partnership is referred to herein as the “Affordable Housing Program”.

1. Parties to this MOU; Additional Parties during the Term of this MOU.

1.1 LISC

LISC is a national organization with its headquarters in New York City. LISC operates its programs and achieves local impact, through a network of local offices, including its Kalamazoo office; LISC’s Kalamazoo program is referred to herein as Kalamazoo LISC. The responsibilities described below for LISC and its current and future affiliates will be coordinated through Kalamazoo LISC.

LISC and its affiliates provide loans, grants, project investments (predominately recoverable grants), technical assistance and (subject to the allocation of tax credits and the availability of investor capital on acceptable terms) Low Income Housing Tax Credit (“LIHTC”) equity investments and related loans, preserve and expand the

availability of affordable housing and meet other community development objectives determined by the local organizations and residents with whom LISC works. Kalamazoo LISC will be the primary contact for the Affordable Housing Program. The senior leadership and staff of LISC and its affiliates will be involved, as needed for the Affordable Housing Program to succeed.

1.2. The City

The Office of the City Manager, of the City of Kalamazoo, will be the primary contact for the strategic partnership described in this MOU, however it is understood that other departments of the City, and the senior leadership of the City, will be involved, as needed, for the Affordable Housing Program to succeed.

1.3 Source of Part of the Funding

It is currently contemplated that part of the funding described below as being provided by the City may instead be raised by, and provided by, the Foundation for Excellence (the "Foundation"). The City will then provide the funds to LISC.

2. Term of this MOU

2.1 Three Year Term.

Because of the length of time that it will take to accomplish the goals of the Affordable Housing Program, the parties hereto have agreed that this MOU shall have a three year term, beginning on January 1, 2018, and ending on December 31, 2020 (the "MOU Expiration Date"). No funds will be dispersed by the City for activities that occurred prior to City Commission approval of the MOU.

2.2 Annual Review.

Because local and national housing and other market conditions, and tax and budget federal and state laws related to the production and preservation of affordable housing, and many other factors may change substantially during such three year period, and because 'lessons learned' over the next three years may make course corrections advisable, the parties hereto have agreed to review the accomplishments of the Affordable Housing Program on an annual basis, and make any adjustments necessary to fulfill its overall goals. Such review shall take place in the fourth quarter of each calendar year. Any material changes to the Affordable Housing Program shall be made by written agreement modifying this MOU. The Analysis of Residential Market Potential, completed by Zimmerman/Volk Associates, Inc., in early 2015 should help inform both parties' understanding of market conditions.

2.3 Earlier Termination.

If either party is substantially failing to meet its obligations hereunder, the fully performing party shall have the right to call a meeting of LISC and the City on thirty days' notice (with such notice to be in writing, specifying in detail the concerns of the fully performing party) to discuss the feasibility of continuing the strategic partnership arrangement. In the event that the parties hereto are not able to agree upon path forward, either party may terminate this MOU on 90 days' written notice, however both parties shall be required to honor their respective financial commitments hereunder, if any, for a period of six (6) months following the effective date of the termination.

3. Overall Goals of the Strategic Partnership; Potential Challenges; Short Term Goals

3.1 Three Year Goals.

Over the next three years, LISC proposes to collaborate with the City and community partners to prevent tax foreclosures, facilitate the development of new and rehabilitated housing units and provide resident homeowner education, as described below. LISC will provide financing, development and technical assistance to support the following:

- New construction of 30 owner occupied units (single family and/or attached) (approximately 10 per year)
- Rehabilitation of 75 units of owner occupied housing (approximately 25 per year)
- Development of 240 units of new affordable rental housing (given the timeframe to develop multi-family rental housing, apply for and received low income housing tax credits, these units may be developed in the second and third year of the term of the MOU)
- Preservation of 150 affordable rental units (principally LIHTC financed rental units)
- Education and financial training sessions for 750 people to help them maintain housing, through FOC's or homeownership training
- Retention of 30 units of housing through foreclosure prevention assistance (approximately 10 per year)

Affordable Housing Program goals will align with the Imagine Kalamazoo 2025 Strategic Vision and Master Plan.

3.2 Short Term Goals.

Bearing in mind that the first year of the Affordable Housing Program, like any new initiative, includes significant 'start-up' steps (hiring of new staff, removing zoning barriers identified in the Master Plan, which is the responsibility of the City, establishing procedures between the parties, externally launching the program, etc.), the following are the agreed-upon goals for the period ending on December 31, 2018:

- (a) New construction of 4 owner occupied units (single family and/or attached) shall have begun;
- (b) Rehabilitation of 8 units of owner occupied housing shall have begun;
- (c) Education and financial training sessions for 75 people to help them maintain housing;
- (d) Retention of 8 units of housing through foreclosure prevention assistance;
- (e) Ensure sufficient staff responsible for the Affordable Housing Program;
- (f) Form a Projects Review Committee (PRC) on which the City will be represented, which will be part of the process of reviewing the use of funds provided hereunder.
- (g) Continue to work closely with the LISC Housing Committee on issues, projects and programs related to the goals of this MOU and housing/market data;
- (h) Begin working, with the PRC and the LISC Housing Committee, and other partners, on innovative solutions to the shortage of decent affordable housing;
- (i) A format for semi-annual reports, to be provided by Kalamazoo LISC, shall be jointly agreed upon, which shall track progress towards meeting such goals, as well as the commitment, and expenditure of funds as contemplated by this MOU; and

- (j) Coordinate creation of new database for collecting and tracking housing data compiled from the City of Kalamazoo and other sources designed by Dynamo Metrics.

4. Resource Commitment of the Parties

In order to achieve the ambitious goals discussed in the Proposal, substantial financial and other resources will have to be provided by LISC and the City directly or through obtaining such resources from third parties.

4.1 LISC

Subject to the availability of funds (and in the case of Low Income Housing Tax Credits, allocation of such credits to projects in Kalamazoo, and available investor capital for such investments), and to projects, and borrowers, meeting LISC's underwriting criteria, LISC proposes to invest, or facilitate the investment of, \$3,000,000 in affordable housing preservation and/or expansion projects and programs during each year of this MOU, on average, it being understood that the timing to plan, and implement, larger projects (such as the development of multi-family rental projects) may result in there being greater investment in the latter part of the term of the MOU, and somewhat lesser investment in the first year of the term of this MOU.

Such financing will be a combination of private grants, publicly funded grants (including the City commitment described below, as well as funds from LISC's Section 4 allocation, loans, repayable investments (also called recoverable grants), lines of credit, guarantees, and the syndication and investment of LIHTCs.

4.2 City

The City agrees to provide LISC with \$1.5 Million in grant funds not from CDBG or HOME or other federal funding sources. The first \$750,000 shall be disbursed to LISC no later than April 1, 2018; the second \$750,000 shall be disbursed to LISC no later than September 30, 2018, based upon receipt from LISC of a report showing satisfactory progress towards the goals outlined above for the first six months of the Affordable Housing Program.

The City intends to grant \$1,500,000 annual grant every year thereafter to LISC, or by the Foundation to the City for disbursement by the City to LISC, in two installments, on January 30th and July 30th of each year, subject to funding availability and required approvals.

5. Reporting

Kalamazoo LISC shall provide the City with a semi-annual financial and narrative report on the progress being made to meet the goals of the Affordable Housing

Program, and on the commitment and disbursement of funds. The format and timing of such reports shall be agreed upon by Kalamazoo LISC and the City during the first six months of the Affordable Housing Program.

At least every three months, and more frequently if requested, representatives of Kalamazoo LISC and the City shall meet to discuss the Affordable Housing Program progress being made, challenges being encountered, or changes to be considered.

6. Fundraising / Marketing

6.1 Fundraising

LISC has the authority to discuss the Affordable Housing Program with potential funding organizations/individuals without the City in attendance; however, LISC shall advise and coordinate its fundraising activities with the City. LISC will be clear in such discussions that the Affordable Housing Program is a joint program of LISC and the City.

The City has the authority to discuss the Affordable Housing Program with potential funding organizations/individuals without LISC in attendance; however, the City shall advise and coordinate its fundraising activities with LISC. The City will be clear in such discussions that the Affordable Housing Program is a joint program of LISC and the City.

The City and LISC agree to periodically discuss their fundraising efforts, in order to avoid any potential conflicts or misunderstandings.

6.2 General Marketing

LISC and the City agree to coordinate their individual, and joint, efforts to publicize and market the Affordable Housing Program; however each shall have the authority to publicize and market the Affordable Housing Program in whatever manner they wish. However, in any such marketing or publicity the Affordable Housing Program shall be referred to as a joint program of LISC and the City.

7. Evaluation

LISC will perform, or arrange, for an annual evaluation of the Affordable Housing Program, with the results of such evaluation due no later than December 31, 2019 and each year thereafter, so that any adjustments agreed upon by the parties can be included in plan for the Affordable Housing Program for the following year. The scope of the evaluation, and sources of funding for it, will be discussed by the City and LISC.

8. General Provisions

8.1 Notices

Any notices under this Agreement shall be in writing, and shall be deemed to be delivered when delivered by hand, by overnight courier, by certified mail, postage prepaid, return receipt requested (or when delivery is refused), or by e-mail with confirmation of receipt, as follows:

If to the City:

Laura Lam, Assistant City Manager
241 W. South Street
Kalamazoo, MI 49007
Email: laml@kalamazoocity.org
Phone: 269-337-8534

If to LISC:

Charles Vliek, Program Vice President
Local Initiatives Support Corporation
141 E Michigan Avenue – Suite 501,
Kalamazoo, Michigan 49007
Email: cvliek@lisc.org
Phone: 269-459-4122

With a copy to:

Patrick Maher, VP and Deputy General Counsel
Local Initiatives Support Corporation
501 7th Avenue, 7th Floor
New York, New York 10018
Email: pmaher@lisc.org
Fax: 212-682-8608
Phone: 212-455-9861

8.2 Amendments

Any amendments to this MOU shall be in writing, signed by all parties hereto.

As evidence of the their mutual understanding of an agreement with the terms set forth above, duly authorized representatives of LISC and the City have signed this MOU on the dates listed below, understanding that it will be effective as of December 1, 2017.

LOCAL INITIATIVES SUPPORT CORPORATION

By: _____
Name:
Title:

Date: _____

THE CITY OF KALAMAZOO

By: _____
Name:
Title:

Date: _____