Agenda
Regular Meeting of the City Commission

City of Kalamazoo

Monday, October 1, 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: Reverend Nathan Dannison, First Congregational Church
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

1. Public hearing to receive comments on a resolution approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of $14.322. **(Action: Motion to adopt the resolution)**

F. CONSENT AGENDA

(Action: Motion to approve Items "1-4" and authorize the City Manager to sign all documents on behalf of the City

1. Adoption of a RESOLUTION indicating the City has met the requirement to receive federal transportation alternative program funding in support of the Portage Street Improvement Project.

2. Adoption of a RESOLUTION approving a Brownfield Plan Redevelopment and Purchase Agreement with Harbor Farms Real Estate, LLC regarding the approximate northerly 7 acre portion of Davis Creek Business Park for purposes of operating a medical marihuana facility to cultivate and process medical marihuana; and authorizing the City Manager, or his designee, to sign all documents to complete the sale.

3. Adoption of a RESOLUTION adopting and approving the Fifth Amendment to Revised Brownfield Plan Implemented by the City of Kalamazoo Brownfield Redevelopment Authority. The proposed amendment adds 615 West Kalamazoo Avenue (Chapter 52) and 4200 and 4233 Davis Creek Court (Chapter 53) to the Plan; and amends Chapter 25 regarding 1101 Portage Street.

4. Approval of the sale of the City-owned lots at 3120 and 3122 Oakland Drive (Parcel nos. 06-29-474-012 and 06-29-474-011) to Consumers Credit Union for $15,000.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

    a. Update on the Allied Super Fund Site & Panelyte Property

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS BY COMMISSIONERS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

Get news, information, and alerts from the City of Kalamazoo. Sign up at www.kalamazoocity.org/connect, follow @KalamazooCity on Twitter, and search for The City of Kalamazoo on Facebook.

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.kalamazoocity.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

PREPARED BY: Shelby Moss, Deputy City Clerk

DATE: 9/27/2018

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	20181001 Calendar of 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

October 15th and November 5th

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

October 15th

Advisory Boards, Commissions and Committees (next two weeks)

The **Parks and Recreation Advisory Board** will meet on Tuesday, October 2, 2018 at 5:20 p.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.

The **Tree Committee** will meet on Tuesday, October 2, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Planning Commission** will meet on Thursday, October 4, 2018 at 7:00 p.m., in the City Commission Chambers at City Hall.

The **Citizen's Public Safety Review and Appeal Board** will meet on Tuesday, October 9, 2018 at 6:00 p.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, October 9, 2018 at 7:00 p.m., in the Community Room at City Hall.

The **Traffic Board** will meet on Thursday, October 11, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Community Development Act Advisory Committee** will meet on Thursday, October 11, 2018 at 6:30 p.m., in the Community Room at City Hall.

The **Zoning Board of Appeals** will meet on Thursday, October 11, 2018 at 7:00 p.m., in the Commission Chambers at City Hall.

The **Downtown Development Authority** will meet on Monday, October 15, 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: Brianna Clawson, Support Services Division Manager

DATE: 9/20/2018

SUBJECT: 2017 Kalamazoo Mall Maintenance Assessment

RECOMMENDATION

It is recommended that the City Commission adopt Resolution #4, for the purpose of approving the 2017 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of $14.322.

BACKGROUND

Historically, property owners on the Kalamazoo Mall have been assessed a per front foot cost to cover expenses associated with annual sidewalk maintenance activities performed by the City of Kalamazoo. This cost varies from year to year mainly due to snow removal activities associated with the snow melt system on the Mall. The 2017 assessment reflects natural gas costs associated with the Mall's snow melt system.

This assessment was originally designed to cover expenses for general sidewalk maintenance which also includes sweeping and cleaning, litter control, and brick repair. Please note that this assessment does not cover expenses for turf maintenance, lighting, flower plantings, crosswalk area maintenance or holiday decorations.

COMMUNITY RESOURCES CONSULTED

In 1999, the City of Kalamazoo, property owners and Downtown Kalamazoo Incorporated, (DKI), reached an agreement designed to protect property owners from significant increases due to weather conditions as well as to ensure that the City of Kalamazoo recovers the true cost of performing this work. The agreement included the following:

1. There will be one rate for mall maintenance, rather than one rate for those properties fronting on the snow melt system and those without snow melt.

1. The assessed rate will be an average of the last three years of actual costs to perform this work or the actual cost for the year being assessed, should it be lower than the three year average.

If the actual cost for the year being assessed is greater than the three year average, DKI will cover the

“shortfall”, up to $15,000. The 2017 assessment will not require a subsidy from DKI.

FISCAL IMPACT

Per front foot costs and averages for Kalamazoo Mall sidewalk maintenance for the last three years are as follows:

	Actual Cost	Three Year Average
2015	$15.848	$16.205
2016	$14.779	$16.839
2017	$14.332	$14.983

Following the public hearing, assessment notices will be distributed in the amount of $14.332 per front foot for a total of $41,536.51.

This assessment will reimburse the General Fund for Mall maintenance activities performed during the 2017 season. It should be noted that this assessment roll represents only 30% of the 2017 Kalamazoo Mall Maintenance expenditures of $139,849.02.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution #4
🗋	Report	2017 Mall Maintenance Roll No.47
🗋	Survey Responses	Opinion Survey Cards

CITY OF KALAMAZOO, MICHIGAN **#4**
RESOLUTION NO. 4 RE: IMPROVEMENT PROJECT

2017 KALAMAZOO MALL MAINTENANCE PROGRAM

RESOLUTION NO. _____

Minutes of a regular meeting of the City Commission of the City held on October 1, 2018, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution was offered by _____ and supported by _____.

WHEREAS, the City Commission has met in a public hearing, as resolved and noticed for the purpose of reviewing a special assessment roll prepared for the purpose of defraying the private property share of expenses of the above-entitled project; has heard all persons desiring to be heard with respect to the expenses, necessity, and assessment thereof, orally or in writing; and has made all corrections thereto s were necessary to order construction of the project;

BE IT RESOLVED:

(1) That the undertaking of said improvement project is hereby determined to be necessary, that the benefits to adjoining property exceed the assessments, and the work is hereby approved and ordered done;

(2) That the following designated special assessment roll, namely Maintenance Roll No. 43 shall be divided, be payable, bear interest and penalty fees, and be subject to such other terms as appear in said roll or were provided in prior resolutions in this series, except as amended as follows:

[There are no amendments.]

(3) That said assessment roll is confirmed in the amount of $41,536.51 which will be assessed to property owners.

(4) That the special assessments upon the above project shall be collected directly from the special assessment roll herein confirmed, and the City Clerk is hereby directed to attach a warrant to the same, commanding the City Treasurer to collect from each of the persons or parcels assessed the amount of money assessed to such person

or parcel in the manner provided in accordance with the City Charter, including interest and penalty fees, and the same shall be a lien upon said parcel from and after this date in favor of the City.

(5) The special assessment to be imposed shall be paid on October 1, 2018 and there shall be charged from such date a penalty of one-half (1/2) of one percent (1%) per month or major fraction thereof upon any sums not paid within thirty (30) days after the same shall become due and payable.

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 October 1, 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

CITY OF KALAMAZOO, MICHIGAN

CERTIFICATE OF CITY ASSESSOR - IMPROVEMENT PROJECT

2017 KALAMAZOO MALL MAINTENANCE PROGRAM
MAINTENANCE ROLL #47

I hereby certify that this assessment roll was prepared pursuant to a resolution of the City Commission, and that in making the assessments herein, I have, according to my best judgment, conformed in all respects to the directions contained in said resolution and to the Charter and ordinances of the City of Kalamazoo.

_____

Andrew Falkenberg, City Assessor

2017 MALL MAINTENANCE ROLL #47
NORTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-340-201 225 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		23.00	$	329.40
06-15-341-002 228 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	$	286.44
06-15-341-004 251 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	130.79	$	1,873.15
06-15-341-291 252 N. Kalamazoo Mall	City of Kalamazoo Public Services 241 W. South Street Kalamazoo, MI 49007		9.86	$	141.21
06-15-341-292 250 N. Kalamazoo Mall	S & K Properties of Kalamazoo, LLC 5108 North 36th Street Richland, MI 49083		44.72	$	640.47
06-15-341-301 230 N. Kalamazoo Mall, #101 Unit 1 - 230 N Kalamazoo Mall Condos	CenturyTel Fiber Company II 931 14th Street, Suite 103 Denver, CO 80202		14.54	$	208.24
06-15-341-302 230 N. Kalamazoo Mall, #201 Unit 2 - 230 N Kalamazoo Mall Condos	Valda I. Karlsons & Robert J. Brown 2646 Springbrook Drive Kalamazoo, MI 49004		4.15	$	59.44
06-15-341-303 230 N. Kalamazoo Mall, #202 Unit 3 - 230 N Kalamazoo Mall Condos	Alanta Lary 230 N. Kalamazoo Mall, #202 Kalamazoo, MI 49007		4.85	$	69.46
06-15-341-304 230 N. Kalamazoo Mall, #203 Unit 4 - 230 N Kalamazoo Mall Condos	John R Deleo 230 N. Kalamazoo Mall, #203 Kalamazoo, MI 49007		4.15	$	59.44
06-15-341-305 230 N. Kalamazoo Mall, #204 Unit 5 - 230 N Kalamazoo Mall Condos	Michael L. Willis 230 N. Kalamazoo Mall, #204 Kalamazoo, MI 49007		4.85	$	69.46
06-15-341-306 230 N. Kalamazoo Mall, #301 Unit 6 - 230 N Kalamazoo Mall Condos	Michael L. & Deborah M. Killarney 230 N. Kalamazoo Mall, #301 Kalamazoo, MI 49007		4.15	$	59.44
06-15-341-307 230 N. Kalamazoo Mall, #302 Unit 7 - 230 N Kalamazoo Mall Condos	Tom O'Brien Lisa Stech 230 N. Kalamazoo Mall, #302 Kalamazoo, MI 49007		4.85	$	69.46
06-15-341-308 230 N. Kalamazoo Mall, #303 Unit 8 - 230 N Kalamazoo Mall Condos	Frederick & Kimberly Searing 230 N. Kalamazoo Mall, #303 Kalamazoo, MI 49007		3.46	$	49.55
06-15-341-309 230 N. Kalamazoo Mall, #304 Unit 9 - 230 N Kalamazoo Mall Condos	Steven & Christine Kindy 230 N. Kalamazoo Mall, #304 Kalamazoo, MI 49007		4.85	$	69.46

2017 MALL MAINTENANCE ROLL #47
NORTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-341-310 230 N. Kalamazoo Mall, #401 Unit 10 - 230 N Kalamazoo Mall Condos	Richard & Joanne Stewart 230 N. Kalamazoo Mall, #401 Kalamazoo, MI 49007		8.99	$	128.75
06-15-341-311 230 N. Kalamazoo Mall, #402 Unit 11 - 230 N Kalamazoo Mall Condos	Beth A. McLaren, Trustee 230 N. Kalamazoo Mall, #402 Kalamazoo, MI 49007		10.38	$	148.66
06-15-346-001 224 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	$	286.44
06-15-346-242 201 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	131.64	$	1,885.33
06-15-346-301 222 N. Kalamazoo Mall, #300 Unit 1 - Arcadia Condominiums	Jon R Hogarts 222 N. Kalamazoo Mall, #300 Kalamazoo, MI 49007		3.91	$	56.00
06-15-346-302 222 N. Kalamazoo Mall, #310 Unit 2 - Arcadia Condominiums	Ronald A. Cleveland 222 N. Kalamazoo Mall, #310 Kalamazoo, MI 49007		2.95	$	42.25
06-15-346-303 222 N. Kalamazoo Mall, #320 Unit 3 - Arcadia Condominiums	Carol L. Hodges 222 N. Kalamazoo Mall, #320 Kalamazoo, MI 49007		4.31	$	61.73
06-15-346-304 222 N. Kalamazoo Mall, #330 Unit 4 - Arcadia Condominiums	David S. & Virginia H. Antoniotti 386 Summit Drive Kalamazoo, MI 49001		2.89	$	41.39
06-15-346-305 222 N. Kalamazoo Mall, #340 Unit 5 - Arcadia Condominiums	Nabil & Hessen Ghazal 222 N. Kalamazoo Mall, #340 Kalamazoo, MI 49007		3.66	$	52.42
06-15-346-306 222 N. Kalamazoo Mall, #350 Unit 6 - Arcadia Condominiums	Theodore Baird & Gianna Service 222 N. Kalamazoo Mall, #350 Kalamazoo, MI 49007		4.19	$	60.01
06-15-346-307 222 N. Kalamazoo Mall, #360 Unit 7 - Arcadia Condominiums	Scott R & Kimmie J Swope 222 N. Kalamazoo Mall, #360 Kalamazoo, MI 49007		2.91	$	41.68
06-15-346-308 222 N. Kalamazoo Mall, #370 Unit 8 - Arcadia Condominiums	James M Teeter 222 N. Kalamazoo Mall, #370 Kalamazoo, MI 49007		3.58	$	51.27
06-15-346-309 222 N. Kalamazoo Mall, #380 Unit 9 - Arcadia Condominiums	Rachel Hall 222 N. Kalamazoo Mall, #380 Kalamazoo, MI 49007		2.84	$	40.67
06-15-346-310 222 N. Kalamazoo Mall, #390 Unit 10 - Arcadia Condominiums	Whitney A. Kemerling 222 N. Kalamazoo Mall, #390 Kalamazoo, MI 49007		3.01	$	43.11

2017 MALL MAINTENANCE ROLL #47
NORTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-346-311 222 N. Kalamazoo Mall, #200 Unit 11 - Arcadia Condominiums	Patricia E Villalobos Nayda Collazo-Llorens 222 N. Kalamazoo Mall, #200 Kalamazoo, MI 49007		3.89	$	55.71
06-15-346-312 222 N. Kalamazoo Mall, #210 Unit 12 - Arcadia Condominiums	William Service 222 N. Kalamazoo Mall, #210 Kalamazoo, MI 49007		2.95	$	42.25
06-15-346-313 222 N. Kalamazoo Mall, #220 Unit 13 - Arcadia Condominiums	Marianne Amerine 222 N. Kalamazoo Mall, #220 Kalamazoo, MI 49007	Marianne Amerine 3790 Via Dela Valle #201 Delmar, CA 92014	4.30	$	61.58
06-15-346-314 222 N. Kalamazoo Mall, #230 Unit 14 - Arcadia Condominiums	Martha R. Cohen 222 N. Kalamazoo Mall, #230 Kalamazoo, MI 49007		3.03	$	43.40
06-15-346-315 222 N. Kalamazoo Mall, #240 Unit 15 - Arcadia Condominiums	Roger & Ada Sutton 222 N. Kalamazoo Mall, #240 Kalamazoo, MI 49007	Roger & Ada Sutton 7338 E. Maritime Drive Tucson, AZ 85756-9040	2.89	$	41.39
06-15-346-316 222 N. Kalamazoo Mall, #250 Unit 16 - Arcadia Condominiums	Mark A. Kraai & Linda M. Lesniak 222 N. Kalamazoo Mall, #250 Kalamazoo, MI 49007		4.95	$	70.89
06-15-346-317 222 N. Kalamazoo Mall, #260 Unit 17 - Arcadia Condominiums	Key Lime Properties, LLC 5207 Portage Road Portage, MI 49002		2.81	$	40.24
06-15-346-318 222 N. Kalamazoo Mall, #270 Unit 18 - Arcadia Condominiums	Monica Pender 222 N. Kalamazoo Mall, #270 Kalamazoo, MI 49007		3.54	$	50.70
06-15-346-319 222 N. Kalamazoo Mall, #280 Unit 19 - Arcadia Condominiums	Daniel F & Ann M Kinsella 725 N West Street Wheaton, IL 60187		2.90	$	41.53
06-15-346-320 222 N. Kalamazoo Mall, #290 Unit 20 - Arcadia Condominiums	Roland Yarbrough 222 N. Kalamazoo Mall, #290 Kalamazoo, MI 49007		3.11	$	44.54
06-15-346-321 222 N. Kalamazoo Mall, #100 Unit 21 - Arcadia Condominiums	Hospice Care of Southwest Michigan 222 N. Kalamazoo Mall, #100 Kalamazoo, MI 49007		51.38	$	735.86
06-15-375-004 100 W. Michigan Avenue	Catalyst Development Co., L.L.C. 100 West Michigan Avenue, Suite 300 Kalamazoo, MI 49007		269.94	$	3,866.04
06-15-376-005 132 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	264.00	$	3,780.97
	TOTAL NORTH END		**1103.17**	**$**	**15,799.43**

2017 MALL MAINTENANCE ROLL #47
SOUTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-381-001 107 W. Michigan Avenue, Unit 1 Unit 1 - Kalamazoo Building Condos	Keystone Communty Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.09	$	144.51
06-15-381-002 107 W. Michigan Avenue, Unit 2 Unit 2 - Kalamazoo Building Condos	Del S Eldridge 4022 Broken Ridge Galesburg, MI 49053	Del S Eldridge 107 W Michigan Ave, #200 Kalamazoo, MI 49007	10.46	$	149.81
06-15-381-003 107 W. Michigan Avenue, Unit 3 Unit 3 - Kalamazoo Building Condos	Keystone Communty Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.55	$	151.09
06-15-381-004 107 W. Michigan Avenue, Unit 4 Unit 4 - Kalamazoo Building Condos	Davis-Reed, LLC 107 W. Michigan Avenue, Ste 400 Kalamazoo, MI 49008		10.55	$	151.09
06-15-381-005 107 W. Michigan Avenue, Unit 5 Unit 5 - Kalamazoo Building Condos	VLG Holdings, LLC 107 W. Michigan Avenue, 5th Floor Kalamazoo, MI 49007		10.55	$	151.09
06-15-381-006 107 W. Michigan Avenue, Unit 6 Unit 6 - Kalamazoo Building Condos	Kal Building 6, LLC 107 W. Michigan Avenue, 6th Floor Kalamazoo, MI 49007		10.50	$	150.38
06-15-381-007 107 W. Michigan Avenue, Unit 7 Unit 7 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		10.50	$	150.38
06-15-381-008 107 W. Michigan Avenue, Unit 8 Unit 8 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		9.55	$	136.77
06-15-381-009 107 W. Michigan Avenue, Unit 9 Unit 9 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 4415 Duke Street, Suite 1E Kalamazoo, MI 49008-3224		4.65	$	66.60
06-15-381-010 107 W. Michigan Avenue, Unit 10 Unit 10 - Kalamazoo Building Condos	Keystone Communty Bank 107 W. Michigan Avenue, Ste 100 Kalamazoo, MI 49007-3974		10.91	$	156.25
06-15-381-011 107 W. Michigan Avenue, Unit 11 Unit 11 - Kalamazoo Building Condos	Condominium Associates Penthouse - Kalamazoo Bldg 4415 Duke Street, Suite 1E Kalamazoo, MI 49008-3224		1.69	$	24.20
06-15-381-015 108 E. Michigan Avenue	Peregrine - 1st National, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine - 1st National, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	100.00	$	1,432.18
06-15-381-124 124 S. Kalamazoo Mall	Gilmore Real Estate, LLC 162 E. Michigan Avenue Kalamazoo, MI 49007		21.75	$	311.50
06-15-381-128 126 S. Kalamazoo Mall	Peregrine-128, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-128, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	21.75	$	311.50

2017 MALL MAINTENANCE ROLL #47
SOUTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-381-132 132 S. Kalamazoo Mall	AZ Venture, LLC 132 S. Kalamazoo Mall Kalamazoo, MI 49007		22.50	$	322.24
06-15-381-222 136 S. Kalamazoo Mall	Lerner Building, LLC 146 S. Kalamazoo Mall Kalamazoo, MI 49007		66.00	$	945.24
06-15-382-103 125 S. Kalamazoo Mall	Kalamahajan KCC, LLC Callander Commercial 628 W. Milham Avenue Portage, MI 49024		143.41	$	2,053.90
06-15-386-002 210 S. Kalamazoo Mall	James & Laura Endres 8880 West G Avenue Kalamazoo, MI 49009		23.00	$	329.40
06-15-386-005 230 S. Kalamazoo Mall Unit 1 - Burdick South Condominium	Rustica Property, LLC 6907 Hickory Point Drive East Portage, MI 49024		10.25	$	146.80
06-15-386-006 230 S. Kalamazoo Mall Unit 2 - Burdick South Condominium	230 South Burdick Street, LLC 230 S. Kalamazoo Mall, Ste 200 Kalamazoo, MI 49007	230 South Burdick Street, LLC 7156 Inverness Drive Kalamazoo, MI 49009	10.25	$	146.80
06-15-386-007 230 S. Kalamazoo Mall Unit 3 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	$	146.80
06-15-386-008 230 S. Kalamazoo Mall Unit 4 - Burdick South Condominium	Annie Waring Todd 44 Lang Road Centennial Park, NSW 2021 Australia		10.25	$	146.80
06-15-386-011 217 S. Kalamazoo Mall Unit 1 - Style Shop Bldg Condominium	Shannibear Properties, LLC 1035 Northampton Road Kalamazoo, MI 49006		8.12	$	116.29
06-15-386-012 219 S. Kalamazoo Mall Unit 2 - Style Shop Bldg Condominium	Paul Stanley Lightle 219 S. Kalamazoo Mall Kalamazoo, MI 49007		7.42	$	106.27
06-15-386-013 221 S. Kalamazoo Mall Unit 3 - Style Shop Bldg Condominium	Craig A LaPine 9418 East Shore Drive Portage, MI 49002		7.66	$	109.71
06-15-386-101 214 S. Kalamazoo Mall	Catalyst Development Co. 4, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		72.00	$	1,031.17
06-15-386-223 154 S. Kalamazoo Mall	Catalyst Development Co. 7, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		66.00	$	945.24
06-15-386-226 236 S. Kalamazoo Mall	Rustica Properties, LLC 6907 Hickory Point East Portage, MI 49024		21.31	$	305.20

2017 MALL MAINTENANCE ROLL #47
SOUTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-386-230 202 S. Kalamazoo Mall	William & Susan Van Dis 202 S. Kalamazoo Mall Kalamazoo, MI 49007		43.00	$	615.84
06-15-387-104 214 Farmers Alley Unit 4 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		0.86	$	12.32
06-15-387-106 213 S. Kalamazoo Mall Unit 6 - Milliner Center Condominium	Hassan R & Malda Ayad 213 S. Kalamazoo Mall Kalamazoo, MI 49007		5.25	$	75.19
06-15-387-107 209 S. Kalamazoo Mall Unit 7 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		10.24	$	146.66
06-15-387-108 207 S. Kalamazoo Mall Unit 8 - Milliner Center Condominium	Joseph Cekola 207 S. Kalamazoo Mall Kalamazoo, MI 49007		5.74	$	82.21
06-15-387-109 215 S. Kalamazoo Mall Unit 9 - Milliner Center Condominium	MGDC Holdings, LLC 215 S. Kalamazoo Mall, Unit 9 Kalamazoo, MI 49007		18.73	$	268.25
06-15-387-112 209 S. Kalamazoo Mall Rear Unit 12 - Milliner Center Condominium	Milliner Center Properties, LLC 9763 Springwood Drive Kalamazoo, MI 49009		4.15	$	59.44
06-15-387-113 206 Farmers Alley Unit 13 - Milliner Center Condominium	Deborah Brown, Trustee 206 Farmers Alley Kalamazoo, MI 49007		6.82	$	97.68
06-15-387-114 208 Farmers Alley Unit 14 - Milliner Center Condominium	Ryan S. Williams 208 Farmers Alley Kalamazoo, MI 49007		4.99	$	71.47
06-15-387-115 212 Farmers Alley Unit 15 - Milliner Center Condominium	Dacoba, LLC 9763 Springwood Drive Kalamazoo, MI 49009		1.33	$	19.05
06-15-387-116 210 Farmers Alley Unit 16 - Milliner Center Condominium	Droppers Kalamazoo, LLC 1401 Lama Road Kalamazoo, MI 49008		7.20	$	103.12
06-15-387-214 223 S. Kalamazoo Mall	Fuller Building, LLC 223 S. Kalamazoo Mall Kalamazoo, MI 49007	Patricia Hirsch 610 W. South Street Kalamazoo, MI 49007	44.93	$	643.48
06-15-387-216 157 S. Kalamazoo Mall	Vernon Group MP, LLC 5937 W. Main Street Kalamazoo, MI 49009		86.50	$	1,238.84
06-15-390-210 316 S. Kalamazoo Mall	Peregrine Towers, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	165.00	$	2,363.10

2017 MALL MAINTENANCE ROLL #47
SOUTH END
RATE PER FRONT FOOT $14.322

Parcel Number & Address	*Taxpayer*	*Send Bill to (if applicable)*	*Front Feet*		*Cost*
06-15-391-204 315 S. Kalamazoo Mall	SAJO 315, LLC 315 S. Kalamazoo Mall Kalamazoo, MI 49007		114.00	$	1,632.69
06-15-391-227 250 S. Kalamazoo Mall	South Street Kalamazoo, LLC 250 S. Kalamazoo Mall Kalamazoo, MI 49007		67.11	$	961.14
06-15-391-230 241 S. Kalamazoo Mall	Peregrine-International, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-International, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	115.50	$	1,654.17
06-15-396-001 336 S. Kalamazoo Mall	Peregrine Towers LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers LLC 3930 Lakeside Drive Kalamazoo, MI 49008	65.64	$	940.09
06-15-396-204 321 S. Kalamazoo Mall	Joy Rentals, LLC Matt Vernon 5937 W. Main Street Kalamazoo, MI 49009		53.63	$	768.08
06-15-396-206 359 S. Kalamazoo Mall	Kalamazoo Cultural Center 359 S. Kalamazoo Mall, Suite 203 Kalamazoo, MI 49007	Kalamazoo Cultural Center c/o Phoenix Properties 2725 Airview Boulevard, Suite 302 Portage, MI 49002	160.70	$	2,301.52
06-15-396-207 346 S. Kalamazoo Mall	Peregrine-McNair, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-McNair, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	93.81	$	1,343.53
	TOTAL SOUTH END		**1797.05**	**$**	**25,737.08**
	TOTAL ROLL		**2900.22**	**$**	**41,536.51**

OPINION SURVEY CARD

Property Owner: Ryan S. Williams

Property Address: 208 Farmers Alley, Unit 14 - Milliner Center Condominium
County Code Numbers (CCN): 06-15-387-114

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll X I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: MERICAH!!!

Signed: [signature]

Address: 208 FARMERS ALLEY

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Kalamazoo Cultural Center

Property Address: 359 S. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-396-206

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

✓ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: _____

Signed: [signature] Lisa Willcutt Authorized Agent

Address: 2725 Airview Blvd. Ste. 302, Kzoo. 49002 c/o Lockhead mgt.

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Marianne Amerine

Property Address: 222 N. Kalamazoo Mall, #220, Unit 13 - Arcadia Condominiums
County Code Numbers (CCN): 06-15-346-313

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ___✓___ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed:_____

Address: 222 N. Kalamazoo Mall #220

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Kalamahajan KCC, LLC

Property Address: 125 S. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-382-103

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ___X___ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed:_____

Address: 125 S. Kalamazoo Mall

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: South Street Kalamazoo, LLC

Take Care of The Tax Payers Not The Dead beats

Property Address: 250 S. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-391-227

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ___X___ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: Hard to make a go with construction already pay big tax out of mall fee

Try like we do SPEND * Less

Signed: [signature]

Address: 250 S. Kalamazoo Mall

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: GPS Acquisitions, LLC

Property Address: 107 W. Michigan Avenue, Unit 7, Unit 7 - Kalamazoo Building Condos
County Code Numbers (CCN): 06-15-381-007

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ___X___ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: TOO HIGH PROPERTY TAXES SHOULD BE ADEQUATE TO SUPPORT WHAT LITTLE THE CITY PROVIDES

Signed: [signature]

Address: _____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: GPS Acquisitions, LLC

Property Address: 107 W. Michigan Avenue, Unit 8, Unit 8 - Kalamazoo Building Condos
County Code Numbers (CCN): 06-15-381-008

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll X I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: THE HIGH PROPERTY TAXES SHOULD BE ADEQUATE TO SUPPORT WHAT LITTLE THE CITY PROVIDES CRACK

Signed: _____

Address: _____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Steven & Christine Kindy

Property Address: 230 N. Kalamazoo Mall, #304, Unit 9 - 230 N Kalamazoo Mall Condos
County Code Numbers (CCN): 06-15-341-309

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll X I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: _____

_____

Signed: _____

Address: _____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: James M Teeter

Property Address: 222 N. Kalamazoo Mall, #370, Unit 8 - Arcadia Condominiums
County Code Numbers (CCN): 06-15-346-308

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

X If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

_____

Signed: James Teeter

Address: 222 N. Kalamazoo Mall A.370

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: City of Kalamazoo Public Services

Property Address: 252 N. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-341-291

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

____ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

_____

Signed:_____

Address:_____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Carol L. Hodges

Property Address: 222 N. Kalamazoo Mall, #320, Unit 3 - Arcadia Condominiums
County Code Numbers (CCN): 06-15-346-303

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

✓ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: _____

Signed: Carol L. Hodges

Address: 222 N Kalamazoo Mall #320

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Frederick & Kimberly Searing

Property Address: 230 N. Kalamazoo Mall, #303, Unit 8 - 230 N Kalamazoo Mall Condos
County Code Numbers (CCN): 06-15-341-308

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

✓ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: The Mall is the key pt of downtown. Keep it updated!

Signed: [signature]

Address: 230 N. Kalamazoo Mall #303

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Ronald A. Cleveland

Property Address: 222 N. Kalamazoo Mall, #310, Unit 2 - Arcadia Condominiums
County Code Numbers (CCN): 06-15-346-302

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

X I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed:_____

Address: 222 N. Kalamazoo Mall #310

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Rustica Property, LLC

Property Address: 230 S. Kalamazoo Mall, Unit 1 - Burdick South Condominium
County Code Numbers (CCN): 06-15-386-005

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

X I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed:_____

Address:_____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Michael L. & Deborah M. Killarney

Property Address: 230 N. Kalamazoo Mall, #301, Unit 6 - 230 N Kalamazoo Mall Condos
County Code Numbers (CCN): 06-15-341-306

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

X I FAVOR the proposed roll ___ I OPPOSE the proposed roll

___ If others involved favor the proposed roll, I will go along with them.

REMARKS: GLAD TO SUPPORT DOWNTOWN

Signed: Deborah Killarney

Address: 230 N. KALAMAZOO MALL, #301

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Rustica Properties, LLC

Property Address: 236 S. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-386-226

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

X I FAVOR the proposed roll ___ I OPPOSE the proposed roll

___ If others involved favor the proposed roll, I will go along with them.

REMARKS: _____

Signed: _____

Address: _____

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearing on this matter, at which time public comment will be taken or written communication presented is scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of City Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Scott R & Kimmie J Swope

Property Address: 222 N. Kalamazoo Mall, #360, Unit 7 - Arcadia Condominiums
County Code Numbers (CCN): 06-15-346-307

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

X I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed: Kimmie Swope

Address: 9/1/18

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Richard & Joanne Stewart

Property Address: 230 N. Kalamazoo Mall, #401, Unit 10 - 230 N Kalamazoo Mall Condos
County Code Numbers (CCN): 06-15-341-310

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

✓ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS:_____

Signed: R M Stewart

Address: 4 Park

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South Street.

OPINION SURVEY CARD

Property Owner: Lerner Building, LLC

Property Address: 136 S. Kalamazoo Mall,
County Code Numbers (CCN): 06-15-381-222

ROLL NO.: 47-2017 Mall Maintenance Special Assessment

TO THE CITY COMMISSION

✓ I FAVOR the proposed roll ____ I OPPOSE the proposed roll

____ If others involved favor the proposed roll, I will go along with them.

REMARKS: _____

Signed: _____

Address: 136 S. Kalamazoo Mall

This card is for the purpose of soliciting opinion on the proposed Improvement. An Official Public Hearin on this matter, at which time public comment will be taken or written communication presented i scheduled for: Monday, October 1, 2018 at or after 7:00 p.m. in the City Commission Chambers of Cit Hall, 241 W. South 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: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Orrin Dorr, Public Works Division Manager

DATE: 9/12/2018

SUBJECT: Resolution supporting the Portage Street Improvement Project for use of EARMARK funds

RECOMMENDATION

It is recommended that the City Commission adopt a resolution indicating the City has met the requirement to receive federal transportation alternative program funding and authorize the City Manager to sign all related documents.

BACKGROUND

The City of Kalamazoo has been approved through our local metropolitan Planning Organization to receive federal transportation alternative funding for completion of improvements along Portage Street from the Stockbridge Avenue to Lovell Street. Public Services budget for the project is in the 2019 Major Streets CIP budget.

Per the Michigan Department of Transportation Pre-Implementation Project Development Guide, the City is required to issue a resolution indicating financing is secured; the City will own and operate the facility with a maintenance plan, and designate a specific employee to sign all related documents.

The City currently meets these requirements. The project is budgeted in the 2019 Major Streets CIP budget. The City has in place Ordinance 33-38 indicating that Maintenance and Repair of Sidewalk is the responsibility of the adjoining property owner. The resolution will authorize the City Manager to execute the agreement.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Approving the resolution will allow the City of Kalamazoo to be eligible to receive the EARMARK funding in the amount of $850,000 for use on the Portage Street Improvement project.

ALTERNATIVES

The alternate of not approving the resolution is not recommended.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION OF COMMITMENT OF
MDOT EARMARK FUNDS FOR

PORTAGE STREET IMPROVEMENT PROJECT
FROM STOCKBRIDGE AVENUE TO LOVELL STREET

KALAMAZOO COUNTY, MICHIGAN

WHEREAS, the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Kalamazoo (AGENCY) of 241 West South Street, Kalamazoo, Michigan 49007 in accordance with Article XVII, Section 751 and Article XX, Section 1201 of Public Act 207 of 2018, Fiscal Year 2019 Omnibus Budget Appropriation Act, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the City of Kalamazoo, and setting forth the services to be provided as a result of such earmark.

WHEREAS, the City of Kalamazoo has identified an improvement project on Portage Street, a public road that is within and borders the municipal jurisdictions of the City of Kalamazoo; and

WHEREAS, the City of Kalamazoo has submitted an application to request funding to provide improvements in the form of full reconstruction from E. Stockbridge Avenue to Carr Street, two-course HMA resurfacing from Carr Street to E. Lovell Street, ADA ramp upgrades, selective sidewalk widening, curb replacement where necessary, and a new signal at the E. Lovell Street intersection. The City converted most of this segment (Stockbridge to Walnut) from a 4-lane section to a 3-lane section in 2016. New pushbuttons for pedestrian signals will be installed as necessary to achieve compliance with accessibility requirements. Additionally, conduits will be installed for future uses; and

WHEREAS, the City of Kalamazoo has approved the preparation of project plans, has submitted an application to the Michigan Department of Transportation and has budget the local matching funds plus all non-eligible safety project costs in the Major Streets CIP budget; and

WHEREAS, the City of Kalamazoo authorizes James K. Ritsema – City Manager to act as the City of Kalamazoo's agent during project development and sign a project agreement upon receipt of funding award.

NOW, THEREFORE, BE IT RESOLVED that the Kalamazoo City Commission does recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in Public Act 207 of 2018, and as provided herein. This Contract sets forth a grant from MDOT to the City of Kalamazoo for the completion of improvements to Portage Street from Stockbridge Avenue to Lovell Street (PROJECT).

The above resolution was offered by and supported by.

AYES, Commissioners:

NAYS, Commissioners: None

ABSTAIN, Commissioners: None

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 December 18, 2017. 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: James K. Ritsema, ICMA-CM, City Manager

REVIEWED BY: Clyde J. Robinson, City Attorney; Jerome R. Kisscorni, Assistant City Manager

PREPARED BY: John W. Kneas, BRA Counsel

SUBJECT: Brownfield Plan Redevelopment and Purchase Agreement for Parcel in Davis Creek Business Park

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to approve the Brownfield Plan Redevelopment and Purchase Agreement (Agreement), regarding the approximate northerly 7 acre portion of Davis Creek Business Park (DCBP) with Harbor Farms Real Estate, LLC (Developer) for purposes of operating a medical marihuana facility to cultivate and process medical marihuana, and to authorize the City Manager, or his designee, to sign the Agreement and any further documents to complete the sale.

BACKGROUND

The approximate 34 acre site that formerly housed Lakeside Refinery was initially acquired over several years by the city under the delinquent tax reversion program. The property was then transferred to the Brownfield Redevelopment Authority (BRA) to redevelop DCBP as a certified business park. To allow for flexibility in redevelopment options (and to avoid the platting requirements of the Land Division Act) BRA and the City became joint owners of DCBP. The goal for DCBP was a mixed-use project (consisting of approximately 8 separate parcels) that integrated business development with sustainable, environmentally-sensitive site design. Since the official opening of DCBP on October 24, 2007, there was little interest by developers in any portion of DCBP. As a result – and to improve marketability – the development standards established in 2008 were rescinded last year. (At the time staff was discussing a potential project with an aluminum refinishing company that eventually relocated to Battle Creek.)

With the State's new Medical Marihuana Facilities Act and the corresponding city ordinance, interest in DCBP increased. The commitments from the Developer and the relevant provisions of the attached Agreement are summarized as follows:

- Redevelop and improve the northerly approximately 4.0-acre portion of DCBP by constructing a building of approximately 33,000 square feet for purposes of operating a medical marihuana facility to cultivate and process medical marihuana (Project).
- The capital investment for the Project is approximately $5,000,000.00 and will upon

completion result in the creation of approximately 20 FTE jobs.

- Purchase Price for the 4 acres is $80,000 with a 3-year option to purchase the adjacent approximate 3 acre parcel for $75,000. That option is secured by a $15,000 earnest deposit at closing on the 4 acres and other conditions, specifically that Developer shall have satisfied all and not violated any of the requirements under both the state statute and city ordinance. (The purchase price under both situations will be based on an actual survey, respectively, at $20,000/acre and $25,000/acre.)
- BRA is not committing to providing any incentives to Developer; any consideration to reimburse Developer for eligible activities is dependent upon Developer providing, at its cost, a pro-forma in sufficient detail for a financial analysis whether the Project's viability will require a commitment by BRA to capture tax increment revenues to reimburse Developer for its Eligible Costs. (The cost of the methane liner required under the building is a key factor in the analysis.)
- BRA and City can terminate the Agreement in the requisite license and permit is not obtained by the closing date.

COMMUNITY RESOURCES CONSULTED

The BRA adopted a resolution to approve the Agreement on August 16, 2018; other than this action, no other community resources were consulted.

FISCAL IMPACT

DCBP has not generated any tax revenues since 1998, when the City acquired under the tax foreclosure process. The sale of the initial 4-acre parcel (and the additional 3-acre parcel under option to Developer) will put those portions of DCBP back on the tax rolls.

ALTERNATIVES

The City Commission could decline to adopt the resolution, but this action is not recommended.

ATTACHMENTS:

	Type	Description
🗋	Resolution	Proposed City Commission Resolution
🗋	Agreement	Redevelopment and Purchase Agreement
🗋	Resolution	BRA Resolution

CITY OF KALAMAZOO

RESOLUTION NO. _____

A RESOLUTION TO APPROVE BROWNFIELD PLAN REDEVELOPMENT AND PURCHASE AGREEMENT

Minutes of a regular meeting of the City of Kalamazoo held on September 17, 2018, at 7:00 p.m., local time, at the City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution were offered by Commissioner _____, and supported by Commissioner _____.

RECITALS:

A. Davis Creek Business Park (DCBP) has gone undeveloped since it was established in 2007 with little interest shown by developers or other businesses seeking to purchase a parcel of land within DCBP.

B. City staff recently received an interest from Harbor Farms Real Estate, LLC (Harbor Farms) in purchasing an approximate 4-acre parcel north of Full Circle Drive, with the option in 3 years to purchase the adjacent approximate 3-acre parcel to the west (Property).

C. City staff negotiated a Brownfield Plan Redevelopment and Purchase Agreement (Agreement), which the BRA Board of Directors reviewed and approved at its August 16, 2018 meeting.

D. The City of Kalamazoo is a joint owner of DCBP with the City of Kalamazoo Brownfield Redevelopment Authority.

E. The City Commission has reviewed the Agreement and finds that the sale of the parcel described in that Agreement will serve the best interests of the City.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The Brownfield Plan Redevelopment and Purchase Agreement (Agreement) with Harbor Farms Real Estate, LLC regarding redevelopment and the purchase of that approximate 4-acre portion of DCBP, depicted in Exhibit A, for $80,000 - increased

or decreased on a pro-rata basis after the actual size of the Property is determined by the survey based on $20,000/acre - is approved.

2. The City Manager, or his designee, is authorized to sign the Agreement and any other document necessary to effectuate the completion of the transaction contemplated by it..

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 September 17, 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 the Act.

_____
Scott A. Borling, City Clerk

BROWNFIELD PLAN
REDEVELOPMENT AND PURCHASE AGREEMENT

This Brownfield Plan Redevelopment and Purchase Agreement ("Agreement") is entered into effective as of the date of the last signature below (the "Effective Date") between Harbor Farms Real Estate, LLC, whose address is 3001 Orchard Vista Drive, SE, Suite 200, Grand Rapids, MI 49546, a Michigan limited liability company ("Developer"), the City of Kalamazoo ("City"), a Michigan municipal corporation, and the City of Kalamazoo Brownfield Redevelopment Authority ("BRA"), a Michigan public body corporate, whose addresses are 241 West South Street, Kalamazoo, Michigan 49007. For purposes of this Agreement City and BRA may collectively be referred to as "SELLER".

RECITALS:

A. BRA and the City have determined that brownfield redevelopment constitutes the performance of an essential public purpose.

B. In 2001 and 2002 BRA obtained title, under the delinquent tax foreclosure process and under quit claim deeds from City and the State of Michigan recorded, respectively, at Document No. 2001-014902 and 2002-033935, parcels of real property in the City located at 2805 East Cork Street and 3119 East Cork Street. The parcels were subsequently combined into one 32+ acre parcel with an address of 2805 East Cork Street and Parcel No. 06-25-396-002 (the "Total Property Parcel"). BRA added the City as a joint tenant for the Total Property Parcel by a quit claim deed recorded at Document No. 2008-028198. Further, Seller established this site as a certified business park known as Davis Creek Business Park ("DCBP").

C. The City established the BRA and has adopted a Revised Brownfield Plan; the current version is the Fourth Amendment to Revised Brownfield Plan ("Revised Plan"), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., ("Act 381"). The BRA and the City have designated certain properties, with conditions of environmental contamination, blight or functional obsolescence, as appropriate sites for redevelopment and inclusion into the Revised Plan. Accordingly, BRA has determined that the Total Property Parcel qualifies as "eligible property" under the terms of Act 381 and will recommend to the City Commission to add the Total Property Parcel to the Revised Plan.

D. Developer intends to redevelop and improve the northerly approximately 4.0-acre portion of DCBP by constructing a building of approximately 33,000 square feet and by making certain site improvements for purposes of operating a medical marihuana facility to cultivate and process medical marihuana (the "Project"). The capital investment for the Project is approximately Five Million and 00/100 Dollars ($5,000,000.00) and will upon completion result in the creation of approximately 20 full time equivalent ("FTE") jobs.

E. To complete the Project, Developer will incur, under Act 381, Eligible Costs for Eligible Activities. Those Eligible Activities may include demolition, site preparation, infrastructure improvements or environmental activities to satisfy due care obligations, all of which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. As of the Effective Date, it is currently undetermined what costs Developer will request be reimbursed under the Revised Plan pursuant to Act 381. Therefore, nothing in this Agreement shall be used to infer that the BRA has committed to approve to capture tax increment revenues to reimburse Developer for its Eligible Costs pursuant to the Revised Plan. Such approval is subject to Paragraph 13 below.

F. SELLER believes that the sale of the Property (as defined below) and the completion of this Project will enhance the redevelopment of the remaining portion of DCBP.

G. Developer and SELLER desire to enter into this Agreement for the mutual benefit of both parties, subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. *RECITALS*: The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2. *DESCRIPTION OF THE PROPERTY*: The northerly approximate 4.0-acre portion of DCBP that is the subject of this Agreement is located in the City and County of Kalamazoo, State of Michigan, and is more fully described and depicted on Exhibit A attached and incorporated as part of this Agreement ("Property"). For the purposes of this Agreement, the Property shall include, if applicable, all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate described on Exhibit A.

3. *THE REVISED PLAN*: The Revised Plan, as it relates only to this Property will be attached as Exhibit B and incorporated as part of this Agreement upon receipt or notification from the State of Michigan that Developer has been approved for a license to operate a medical marihuana facility on the Property. To the extent provisions of the Revised Plan or this Agreement conflict with Act 381, Act 381 controls.

4. *CONSIDERATION AND OPTION*: Developer will purchase the Property from SELLER for Eighty Thousand and 00/100 Dollars ($80,000.00) ("Purchase Price"), and other good and valuable consideration as set forth in this Agreement. Provided, however, the Purchase Price shall be increased or decreased on a pro-rata basis after the actual size of the Property is determined by the survey based on the agreed formula of $20,000/acre. Upon fulfillment of the terms and conditions of this Agreement,

SELLER will convey the Property by covenant deed to Developer simultaneously upon receipt of the Purchase Price.

Provided that Developer has completed the closing of the purchase of the Property and the Project under the terms and conditions of this Agreement, Developer shall have an option to purchase an additional 3.0 acre portion of DCBP, as more fully described on the attached Exhibit C (the "Additional Property"), (the "Option"). Developer shall exercise the Option by written notice to BRA given no later than thirty (30) days prior to the date that is three (3) years after the Closing Date, as defined below (the "Option Notice"). The Option shall be under all of the same terms and conditions as set forth in this Agreement, except: (a) the purchase price for the Additional Property shall be Seventy-Five Thousand and 00/100 Dollars ($75,000.00), as increased or decreased on a pro-rata basis after the actual size of the Additional Property is determined by a survey based on the agreed formula of $25,000/acre; (b) all measurements of time contained in this Agreement that refer back to the Effective Date shall, in the case of the Option, refer back to the Option Notice Date; (c) all instances in this Agreement that refer to the Property shall, in the case of the Option, refer to the Additional Property; (d) all references in this Agreement to the Project shall be updated to include the construction and installation of any additional structures and improvements on the Additional Property - to be reflected in amendments to Sections 11(A) and 11(C); (e) during the 3-year period of the Option, Developer shall have satisfied all and not violated any of the requirements under Act 281 and Ord. 1957, defined below; (f) Developer is in good standing with the State of Michigan and (g) to secure the Option and the Additional Property, Developer will, on the Closing Date, pay BRA a nonrefundable deposit of Fifteen Thousand and 00/100 Dollars ($15,000.00), which will be applied to the purchase price if Developer exercises the Option.

5. *TITLE INSURANCE*: Within fourteen (14) days following the Effective Date, at its expense SELLER, will provide to Developer a title commitment for the Property issued by Chicago Title Insurance Company ("Title Commitment") for an owner's title insurance policy insuring Developer in the amount of the Purchase Price, without the standard printed exceptions and in the latest form approved by the American Land Title Association. SELLER shall provide any surveys, affidavits and certificates required by Chicago Title in order for Chicago Title to issue the title policy without exceptions or with additional endorsements (the "Title Policy"). Developer is responsible for paying the added premium charged for a policy without exceptions and with any additional endorsements.

6. *SURVEY*: Within fourteen (14) days following the Effective Date, SELLER will provide Developer with any topographical and boundary surveys of the Property that it has in its possession. Developer has the option, at its expense, of obtaining its own survey of the Property from a registered land surveyor, certified to Developer and the Title Company (all surveys regarding the Property are individually and collectively referred to as a "Survey"). The legal description of the Property set forth in the Title Commitment shall conform exactly to the legal descriptions in the Survey and the

Survey shall contain such detail from the ALTA/ACSM Schedule A Table as Developer deems required and shall show all matters set forth on Schedule B-2 of the Title Commitment.

7. *DEFECTS*: Developer shall notify SELLER within thirty (30) days after Developer's receipt of the last dated version of the Title Commitment, legible copies of all documents listed in the Title Commitment as exceptions, and any Survey (the "Review Period"), if there are any unacceptable issues, as determined in Developer's sole and absolute discretion ("Defects") regarding the Property for which City is responsible. The items contained in the Title Commitment or the Survey to which Developer does not object during the Review Period shall be deemed permitted exceptions (the "Permitted Exceptions"). In the event Developer shall notify SELLER of Defects prior to the expiration of the Review Period, SELLER shall have fifteen (15) days after receipt of notification of such Defects (the "Cure Period"), within which SELLER may (but shall not be required to) cure or remove such objection, or obtain title insurance against such objectionable condition in a manner acceptable to Developer, in Developer's sole and exclusive judgment. Any lien, encumbrance or defect arising from any mortgage, tax lien or assessment if not sooner eliminated by Seller, shall be paid from the closing proceeds.

If SELLER fails either to cure or remove a Defect or obtain such title insurance to the reasonable satisfaction of Chicago Title Insurance Company and Developer prior to the expiration of the Cure Period, Developer may either terminate this Agreement without liability or waive such objection and accept the condition of title as it then is. If, after the expiration of the Cure Period, Developer fails to send written notice of its election to exercise its option to terminate this Agreement pursuant to the immediately preceding sentence, then Developer shall be deemed to have waived its objections with respect to the Defects and accept the condition as title as set forth in the Title Commitment and the Survey as Permitted Exceptions (subject to the payment from the closing proceeds necessary to discharge any mortgage, tax lien, or the lien of any assessment) and proceed to Closing.

On the Closing Date, SELLER will cause Chicago Title Insurance Company to issue to Developer, at SELLER's expense, the Title Policy. The Title Policy shall insure title to the Property in the amount described above, without standard exceptions, but subject to the Permitted Exceptions. SELLER shall cooperate with Chicago Title Insurance Company and deliver any owner's affidavits, documents or instruments to Chicago Title Insurance Company to facilitate the removal of the standard exceptions from the Title Policy.

SELLER agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

8. *INSPECTION*: Developer and its agents, consultants, and designees ("Developer's Agents") may from time to time inspect the Property prior to the Closing

Date, and may enter the Property to perform the inspections referenced in this Agreement. Upon execution of this Agreement by both parties, SELLER shall provide to Developer, or make available for review by Developer or Developer's Agents, copies of the following documents to the extent that they are in SELLER's possession or control ("SELLER Documents"): (i) all wetlands, and fill permits, zoning variances and approvals, and environmental documents with respect to the Property; (ii) any prior title commitments or surveys of the Property; (iii) any environmental reports or assessments in the possession of the SELLER; (iv) any notices with respect to the Property received from a governmental agency within the five-year period preceding the date of this Agreement; and (v) all leases, licenses, maintenance and other contracts affecting the Property.

9. *SELLER'S REPRESENTATIONS AND WARRANTIES*: SELLER, to the best of its knowledge, represents and warrants to Developer, as of the date of this Agreement and until the closing date, as follows:

A. There are no pending or threatened condemnation proceedings against any part of the Property;

B. There are no claims, litigation, proceedings, inquiries, investigations, or disputes pending or threatened regarding the Property;

C. Subject to Paragraph 24 and the Agreement for Conservation Easement between BRA and Michigan Department of Environmental Quality recorded at Document No. 2006-041675, and as subsequently corrected in Document No. 2006-045115, the Property is free and clear of all violations of applicable federal, state and local laws, ordinances, orders, codes, rules, regulations, building and use restrictions, and other legal requirements (collectively, "Applicable Laws");

D. The person signing this Agreement on behalf of SELLER has full power and authority to enter into this Agreement, and to perform, or through performance by City employees who assist BRA, all of SELLER's obligations under this Agreement;

E. There are no contracts, written or oral, which affect the Property in any manner other than this Agreement; and

F. There is no pending or proposed special assessment affecting or which may affect any part of the Property.

Without waiving any rights under governmental immunity, SELLER shall hold Developer harmless from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of SELLER's breach of any of the above representations and warranties.

10. *CONTINGENCIES*: The obligation of Developer to close on the purchase of the Property is contingent upon Developer's reasonable satisfaction, in Developer's sole opinion, of the following:

A. The results of its investigation that the Property complies with Applicable Laws.

B. The results of all inspections of the Property that Developer has performed (e.g., soil tests, etc.), including environmental due diligence investigations.

C. All representations and warranties of SELLER set forth in this Agreement remain true as of the closing date.

D. SELLER has timely performed and complied with all its covenants, obligations, and responsibilities under this Agreement.

E. Its review of SELLER Documents and the condition, permitted use and development prospects for the Property. Developer shall perform such review, at its expense, within one hundred twenty (120) days after the date that SELLER delivers the last of the SELLER Documents to Developer.

F. The City has approved the addition of the Property into the Revised Plan.

G. Developer has obtained the appropriate license from the State of Michigan and permit from the City to operate a medical marihuana facility. If Developer fails to obtain the State license or City permit by the date of closing, SELLER, in its sole discretion, may also terminate this Agreement.

If Developer reasonably determines, in Developer's sole opinion, that one or more of the contingencies has not been met, and Developer is not willing to waive such contingency, then Developer's sole remedy is to terminate this Agreement by prompt written notice to SELLER. Upon such termination neither SELLER nor Developer shall have any further liability to the other under this Agreement.

11. *DEVELOPER COMMITMENTS*: In addition to the payment of the Purchase Price for the Property, Developer agrees that it will complete the following (collectively and individually "Undertakings"):

A. Redevelop the Property by constructing a building of approximately 33,000 square feet and by making certain site improvements to the Property for purposes of operating a medical marihuana facility to cultivate and process medical marihuana. More specifically, Developer shall complete the Project substantially complying with the proposal it presented to the SELLER. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, acts of God, failure to obtain governmental approvals, etc.), Developer

shall commence construction of the Project within 6 months from the date on which Developer receives the appropriate licenses from the State of Michigan and permits from the City to operate a medical marihuana facility (the "Project Start Date"), and shall Substantially Complete the Project ("Substantially Complete" shall be defined as the date when Developer receives a temporary or final occupancy permit from the City), within 12 months of the Project Start Date ("Completion Date"). The total capital investment shall be approximately Five Million and 00/100 Dollars ($5,000,000.00) with the creation of an estimated 20 FTE jobs at the Property.

B. Make a reasonable effort to work with the City and community employment agencies to hire city residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work; particularly, to review with organizations for employment opportunities through entry employment programs. Regardless of Developer's ability to hire city residents, Developer, and any contractors hired to perform work on the Project, shall follow the City's "Ex-Offender Purchasing" policy regarding hiring new employees who will work on the Project. A copy of this policy is attached as Exhibit D, and Developer will provide a copy of it to any of the contractors prior to performing any work on the Project

C. Provide any updated conceptual renderings, architectural or engineering drawings or plans for the Project (collectively "Project Plans") to the SELLER within a reasonable time after any Project Plan is completed. Any substantial deviation in the Project or Project Plans requires the consent of the SELLER, which consent shall not be unreasonably withheld, conditioned or delayed. Final Project Plans or 'As Built' plans shall be submitted to the SELLER within 10 days of their completion.

D. Redevelop and improve the Property and complete the Project in compliance with all applicable federal, state and local laws, rules and regulations, specifically to include, without limitation: (i) all applicable requirements under both the Medical Marihuana Facilities Act (Act 281, P.A. 2016, being MCL 333.27101 et. seq., as amended) ("Act 281") and Ordinance No. 1957 of the City's Code of Ordinances ("Ord. 1957"); (ii) building and zoning codes; (iii) site plan review; and (iv) this Agreement and any other agreement that relates to the Property or the Project.

E. Assist and cooperate with the BRA in providing information that the BRA may require in submitting necessary reports to other governmental agencies, specifically to include all information BRA needs to file annual reports to the State as required under Act 381 and the required information the State needs to approve the 381 Work Plan if Developer has requested BRA to capture school taxes.

F. Assume responsibility for the costs of all utility connections from the property line to the proposed building.

G. Place on the site during construction a development sign provided by BRA to promote the Project and the BRA's participation in it. Upon completion of the Project return the sign to BRA.

H. Permit BRA to cite or to use any renderings or photographs of the Project as an example of private/public partnership and brownfield site redevelopment.

12. *ENVIRONMENTAL ASSESSMENT*: Within ninety (90) days after the Effective Date ("Environmental Due Diligence Period"), Developer may, at its option and own expense, conduct its own environmental due diligence that may result in a Baseline Environmental Assessment ("BEA") within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994 as amended (Part 201). Developer's satisfaction with the results of the environmental due diligence investigation shall be a contingency for closing. Within a reasonable period after the submission of the BEA, or in conjunction with the preparation of the BEA, Developer shall also, at its own expense, prepare a due care compliance analysis within the meaning of Part 201, if one is required pursuant to Part 201.

Developer shall have ten (10) days after receipt of the BEA and the due care compliance analysis, or to the expiration of the Environmental Due Diligence Period, whichever is later, to give written notice to SELLER whether or not it is satisfied with these environmental reports. If Developer fails to provide such timely notice to SELLER, then Developer is considered to have waived this contingency for closing.

If the Developer notifies SELLER that the environmental due diligence investigation reveals unsatisfactory environmental conditions that will unreasonably impact the financial viability for the Project, and Developer and SELLER are unable to agree on how to address such environmental conditions to the satisfaction of Developer, in Developer's sole opinion, within thirty (30) days after Developer's notification, this Agreement may be terminated by Developer, unless the time period is extended by written agreement signed by both parties.

13. *PROJECT PRO FORMA AND FINANCING*: Within the Environmental Due Diligence period under Paragraph 12, Developer shall provide BRA with a Pro Forma for the Project in sufficient detail to allow a third party selected solely by BRA to analyze whether the Project's viability will require a commitment by BRA to capture tax increment revenues to reimburse Developer for its Eligible Costs as set forth in Paragraph 14. ("Financial Analysis") Developer shall pay the cost for the Financial Analysis; while the estimate is Five Thousand and 00/100 Dollars ($5,000.00), the final cost will be based on third party's determination of the cost in agreement with BRA.

Developer shall, prior to the Closing Date, demonstrate its ability to finance the Project by providing SELLER with evidence that it is capable of financing the Project. Such evidence may include a lender's financing commitment or personal financial statement. If Developer does not provide evidence of a financing commitment satisfactory to BRA, the BRA may terminate this Agreement.

14. *BRA COMMITMENTS*: Subject to BRA's satisfaction, in its sole and absolute discretion, of the Financial Analysis, BRA agrees to provide, complete or perform the following inducements or tasks to assist Developer towards completion of the Project, including the application of TIR as outlined in Paragraph 15 (collectively and individually "Incentives"):

A. Extend to Developer the benefits outlined in the Revised Plan, subject to the provisions of Act 381. Those benefits include reimbursement for "Eligible Activities", as defined below, from captured TIR detailed in Paragraph 15. These activities are any eligible activity allowed under Act 381, including, but not necessary limited to, demolition, site preparation (soil removal, grading, filling, etc.), infrastructure improvements, environmental assessment, due care obligations, or environmental response activities; and the services of various contractors, engineers, environmental consultants, attorneys and other professionals retained regarding such activities ("Eligible Activities"). Before undertaking Eligible Activities, Developer should discuss those activities with appropriate City staff prior to incurring such costs.

B. If Developer deems it necessary for the financial viability of the Project, Developer may seek the approval by and assistance from appropriate state agencies. SELLER will cooperate and undertake reasonable efforts to assist in obtaining such approvals and assistance.

C. Provide the Developer with appropriate service agency/employment agency contacts for the identification of city residents as potential employees to interview for employment.

D. No official, board member, officer or employee of BRA or of the City is personally liable to Developer or its successor in interest upon a breach or default by BRA for any amount payable to Developer or its successor or any obligation under this Agreement.

15. *TERM OF AGREEMENT*: Pursuant to the Revised Plan, the BRA shall capture and reimburse Developer that amount of TIR generated from local real and personal property taxes, including school taxes approved by the State of Michigan, allowed by law on the Property, beginning on December 31 in the year Developer has completed the Project under the following conditions:

A. Based on the review of the Financial Analysis, BRA shall determine the

amount of and number of years that it will capture TIR for Developer's Eligible Costs. ("BRA TIR Reimbursement")

B. Within twenty (20) days after it receives the Financial Analysis BRA will provide a written itemization to Developer of the BRA proposed TIR Reimbursement and what Eligible Activities are covered. Developer shall have ten (10) days after receipt of the BRA proposed TIR Reimbursement to notify BRA whether it accepts or rejects the BRA proposed TIR Reimbursement. If Developer fails to notify BRA within the ten (10) day period it is considered to have accepted the BRA proposed TIR Reimbursement. However, Developer shall have the option to terminate this Agreement if it rejects the BRA proposed TIR Reimbursement. The parties may extend the ten (10) day review period by written agreement signed by both parties.

In addition to the above, Developer understands that the BRA is entitled by Act 381 to capture and retain TIR generated by this Project for the following purposes: (i) reimburse itself for the eligible activities it incurred in acquiring and redeveloping DCBP, including the cost of Full Circle Drive ("BRA Eligible Activities"); (ii) payment for certain administrative operating expenses BRA incurred ("BRA Admin Costs"); and (iii) to fund the Local Site Remediation Revolving Fund relating to this Project for an additional term not to exceed five (5) years following the above reimbursement to Developer – subject to any adjustments under Paragraph 18. BRA Eligible Activities and BRA Admin Costs are referred to as "BRA TIF".

The maximum amount of BRA TIF captured from all the TIR generated by the Project during the above term will not exceed the percentage of the final acreage of Property - as determined by the Survey - to the total acreage of DCBP. BRA will provide Developer an itemization of BRA Eligible Activities and an estimation of BRA Admin Costs.

16. *REIMBURSEMENT SOURCE*: During the term of this Agreement, and except as set forth in Paragraph 17A below, the BRA shall reimburse the Developer for its Eligible Costs, as limited under Paragraph 15 of this Agreement and the above percentage, from all applicable TIR collected from the real and personal property taxes on the Property.

17. *REIMBURSEMENT PROCESS*:

A. Before March 31 of the year after Developer has completed the Project (and in no event more than 2 years following the Completion Date ("Late Submittal")) the Developer will submit to the BRA the Eligible Costs Reimbursement Form, attached as Exhibit E (the "Reimbursement Form"), that identifies the costs of each of the Eligible Activities as described in Paragraph 14A. When submitting the Reimbursement Form, the Developer will also provide sufficient documentation of the Eligible Costs incurred including the dates,

complete description of the work, proof of payment (accompanied by signed lien waivers from the applicable contractors or subcontractors) and detailed invoices for the costs involved for each Eligible Activity. The Reimbursement Form and the above additional documentation comprise the "Completed Request".

Developer understands that the Late Submittal of the Reimbursement Form shall not extend the term of this Agreement under Paragraph 15. Developer assumes all risks that a Late Submittal will result in TIR capture for the Project by BRA of less than the amount as determined under Paragraph 15.

B. The BRA shall review the Completed Request within sixty (60) days after receiving it. If the BRA determines that the documentation submitted by the Developer is not a Completed Request, then Developer shall cooperate in the BRA's review by providing additional documentation of the Eligible Costs as deemed reasonable and necessary by the BRA in order to complete its review.

C. Before July 31 of the year after Developer completed the Project (and as property taxes are received each subsequent year) after both the summer and winter taxes are captured on the Property, the BRA shall pay approved Eligible Costs to the Developer from such available TIR following the Revised Plan and this Paragraph 17. If there are insufficient TIR available in any given year to reimburse all of the Developer's Eligible Costs, as described in Paragraph 14A, then the BRA shall reimburse the Developer only from available TIR. The BRA shall make additional payments, on an annual basis as property taxes are received, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. Reimbursement of Eligible Costs is subject to Developer paying the Developer's taxes levied against the Property and the personal property used in the business or operations conducted from the Property.

D. The BRA will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to:	Harbor Farms Real Estate, LLC
Delivered to the following address:	c/o Michael Ward
(By certified mail or personally)	3001 Orchard Vista Dr. SE
	Suite 220
	Grand Rapids, Michigan 49546

18. *ADJUSTMENTS*: The parties acknowledge that adjustments regarding the amount of TIR paid to Developer may occur under any of the following circumstances:

A. If either a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful under Act 381, the Developer shall pay back to the BRA that portion of the payments made to the Developer within thirty (30)

days of such determination. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the BRA's behalf any such determination made by a state agency or court, and the BRA agrees to cooperate with Developer in any such appeal. If the Developer is unsuccessful in that appeal, the Developer shall repay the portion of payments found to be unlawful to the BRA within thirty (30) days of the date when the final determination is made on the appeal.

B. If during the term of this Agreement Developer successfully petitions the Michigan Tax Tribunal (Tribunal) to lower the assessments levied by the City of Kalamazoo against the Property for tax purposes, the provisions under Paragraphs 14 and 15 may require a redetermination regarding the BRA TIR Reimbursement as a result of such lower assessments. If such adjusted amount is less than the actual amount of TIR that BRA has already paid to the Developer, Developer shall reimburse BRA the difference between the total amount of adjusted TIR captured under BRA TIR Reimbursement and the amount actually paid to Developer. Otherwise, any refund due Developer as a result of the lower assessments is limited only to the amount such refund exceeds the amount of TIR paid to Developer for those years covered by the Tribunal's order.

19. *EVENTS OF DEFAULT*: During the term of this Agreement, any of the occurrences listed below is considered a default ("Event of Default") and shall entitle BRA, at its option and with written notice to Developer, to exercise any of its rights under Paragraph 20:

A. Failure to abide by the time periods or due dates under which Developer commits to perform the Undertakings; including any additional time the BRA elects to provide Developer to cure such default in a written notice.

B. Failure to substantially meet the capital investment, square footage or job creation criteria for the Project as more fully detailed under Paragraph 11A; failure to Substantially Complete (as hereinafter defined) the Project in accordance with Project Plans, or to satisfy the requirements set forth in the approved site plan; or failure to substantially fulfill the Developer Commitments under Paragraph 11, or otherwise comply with the terms of this Agreement.

C. Failure by Developer to pay when due all taxes levied against the Property or any personal property owned by Developer in connection with the Project or the Property.

D. Actions by Developer, another entity or governmental unit that negatively impact the financial integrity or viability of the Project, including without limitation:

(i) a judicial foreclosure action or initiation of foreclosure by advertisement to enforce mortgage, lien or other encumbrance against Developer; or

(ii) appointment by a court of a receiver or trustee for Developer; or

(iii) a decree by a court adjudicating Developer bankrupt or insolvent, or for the sequestration of any of its property; or

(iv) the filing of a petition in bankruptcy by or against Developer under the U.S. Bankruptcy Code or any similar statute which is in effect; or

(v) an assignment by Developer for the benefit of creditors or a written admission by Developer of the inability to pay debts generally as they become due.

20. *DEFAULT REMEDIES*: If Developer fails to cure any Event of Default within thirty (30) days (or such additional time as BRA permits) of written notice to Developer, the BRA shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation:

A. To withhold, suspend or rescind reimbursement to Developer for Eligible Costs from TIR under Paragraph 15 until Developer has cured that Event of Default to the satisfaction of BRA. Any action by the BRA shall not under any circumstances extend the time period under the BRA TIR Reimbursement unless specifically approved by BRA.

B. To obtain the immediate rebate of all payments made to Developer for reimbursement of Developer's Eligible Costs that BRA paid through date of the Event of Default.

C. To reimburse BRA for all reasonable costs and expenses, including reasonable attorney fees, incurred by BRA to enforce its rights under this Agreement.

D. To secure any amount owed by Developer to BRA under this Paragraph, BRA has the right to place a lien against the Property in the same manner as delinquent taxes, including accruing interest, penalties and administrative expenses until the lien is fully satisfied.

21. *CLOSING*: The closing of this transaction (the "Closing") shall take place within one hundred twenty (120) days of the Effective Date (the "Closing Date") and at the office of Chicago Title located at 941 West Milham Avenue, Portage, Michigan 49024, unless the parties agree upon another more convenient location. However, either party shall have the right to extend the Closing Date for an additional thirty (30) days to

complete necessary due diligence, to cure any Defect, or to satisfy any contingency by written notice to the other party.

A. At the Closing, SELLER shall execute and/or deliver to Developer and shall be otherwise responsible for the following, the delivery of all of which shall be a condition precedent to Developer's obligation to close, any of which conditions Developer may waive in its discretion:

(i) A covenant deed conveying title to the Property in the form satisfactory to Developer's counsel (the "Deed");

(ii) An affidavit pursuant to Section 1445 of the Internal Revenue Code that SELLER is not a foreign person or other foreign entity, and setting forth SELLER's tax identification number, in form satisfactory to Developer's counsel;

(iii) All conveyances and discharges necessary to confirm unencumbered title to the Property in Developer, except for any Permitted Exceptions;

(iv) SELLER shall pay all state, county and other transfer taxes payable with respect to the Deed to be delivered pursuant to this Agreement and shall pay the Title Policy premium as noted in Paragraph 5 and one-half (1/2) of the closing costs charged by Chicago Title Insurance Company; and

(v) The closing statement and such other documents or activities as shall be reasonably requested by Developer or Chicago Title Insurance Company or required by law in order to consummate the Closing and permit the issuance of a policy of title insurance insuring Developer's interest in the Property as provided above.

B. At the Closing, Developer shall execute and/or deliver to SELLER and shall be otherwise responsible for the following:

(i) The Purchase Price shall be paid in full by wire transfer of cashier's check, with appropriate adjustments for any prorations required hereunder;

(ii) Developer shall pay the cost of any special title insurance endorsements requested by Developer, and one-half (1/2) of the customary closing costs; and

(iii) The closing statement and such other documents or activities as shall be reasonably requested by SELLER or Chicago Title Insurance Company or required by law in order to consummate the Closing.

(iv) Developer has obtained all necessary licenses and/or permits under Act 281 and Ord. 1957 to operate a medical marihuana facility to cultivate and process medical marihuana.

22. *POSSESSION*: Developer is entitled to sole and exclusive possession upon payment of the Purchase Price and receipt of the covenant deed to the Property.

23. *TAXES*: The Property is currently exempt from property tax; this status will change on December 31 following the Closing Date. Developer shall pay all real and personal property taxes that are due after the Closing Date. SELLER shall pay any assessments levied against the Property prior to the Closing Date, and Developer will pay when due any assessment, or annual installment, that is levied or due against the Property after the Closing Date.

24. *ENVIRONMENTAL CONCERNS*: Developer, having the opportunity to inspect and test the Property, accepts the Property in "as is/where is" condition. SELLER makes no representations regarding environmental hazards or liabilities on or relating to the Property. Developer acknowledges that SELLER may not be under an obligation to perform any cleanup or other remedial action.

25. *TIME IS OF THE ESSENCE*: The parties agree that in all matters relating to this Agreement, time is of the essence.

26. *NOTICES*: Any notice or other communication required under this Agreement shall be in writing, signed by an authorized representative, and delivered either (i) in person or (ii) by certified or registered mail, with return receipt requested, or (iii) by a recognized overnight or daytime courier or (iv) first class mail, with proper postage or charges fully prepaid, and properly addressed to the following:

Developer:
Harbor Farms North, LLC
c/o Michael Ward
09440 32nd Street
Grand Rapids, MI. 49546

w/ copies to:
Suzanne Miller, Esq.
Butzel Long
Stoneridge West
41000 Woodard Avenue
Bloomfield Hills, MI 48304

SELLER:
City of Kalamazoo
c/o James K. Ritsema, City Manager
241 West South St.
Kalamazoo, MI 49007

w/copies to:
The Office of the City Attorney
241 West South St.
Kalamazoo, MI 49007

Notice is considered to have been given on the date of delivery, if delivered personally; on the date of mailing, if sent with all postage prepaid by first-class mail, certified or registered mail with return receipt requested, or over-night mail; or on the

date of delivery to a recognized overnight or daytime courier. Each party shall notify the other of any changes in the person or the address for the receipt of notices or other communication.

27. *CONDEMNATION, FIRE, OR OTHER CASUALTY*: SELLER shall promptly notify Developer of any impending or actual condemnation proceedings against the whole or any part of the Property of which SELLER has actual notice or any fire or other casualty to the Property. If any condemnation proceedings are initiated or threatened against the Property, or if the Property is damaged as a result of fire or other casualty prior to the closing (to the extent Developer is unable to complete the Project as contemplated under this Agreement), Developer shall have the right:

A. To terminate this Agreement by a written notice to SELLER within ten (10) days after receipt of notice of such proceedings or damage, in which case neither SELLER nor Developer shall have any further liability to the other under this Agreement; or

B. To proceed to closing as provided in this Agreement, agreeing to take the Property in its then-current condition, in which case Developer is entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage. BRA shall assign its rights to such proceeds to Developer at closing.

28. *GOVERNING LAW*: This Agreement is governed by Michigan law.

29. *BINDING EFFECT/THIRD PARTIES*: This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

30. *WAIVER*: No failure of either party to complain of any act or omission on the part of the other party, regardless how long such failure continued, is considered as a waiver by that party to assert any of its rights under this Agreement. And no waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

31. *AUTHORIZATION*: Each party represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

32. *ENTIRE AGREEMENT*: This Agreement and the exhibits to this Agreement contain all of the representations and statements by SELLER and Developer to one another, and express the entire understanding between them regarding this transaction. All prior and contemporaneous communications concerning this transaction are merged

in and replaced by this Agreement.

33. *MISCELLANEOUS*:

A. The provisions under Paragraphs 16 through 21 related to the BRA TIF Reimbursement will only apply if the BRA TIF Reimbursement is approved by BRA and becomes a part of this Agreement.

B. The representations, warranties, and provisions that require performance subsequent to closing set forth in this Agreement shall survive the closing.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement. However, the Agreement is not effective until both parties have signed it in compliance with Paragraph 31.

D. Developer understands that any, including electronically transmitted, document or communication submitted by Developer to SELLER may meet the definition of a public record and therefore subject to release to the public under the Freedom of Information Act, Act ("FOIA") (MCL 15.231 et. seq.). Consequently, unless specifically allowed under FOIA, Developer will not raise a claim of trade secrets or other privilege or exception under FOIA as it relates to this Agreement or such documents or communications.

E. If Developer, or any affiliate or subsidiary, shall cease to use the Property for the purposes contemplated by the Project, without acceptable alternative uses reasonably approved by the SELLER, Developer agrees to continue to maintain the Property in an attractive manner. Furthermore, Developer agrees to comply with applicable law with respect to environmental releases for which it is responsible.

F. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. Words used throughout this Agreement shall have their common meaning, except any word or term that is specifically defined in Act 381 shall follow that definition or meaning.

Dated: _____, 2018

CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Patricia M. Owens
Its: Chair

Dated: _____, 2018 CITY OF KALAMAZOO

By:_____
James K. Ritsema
Its: City Manager

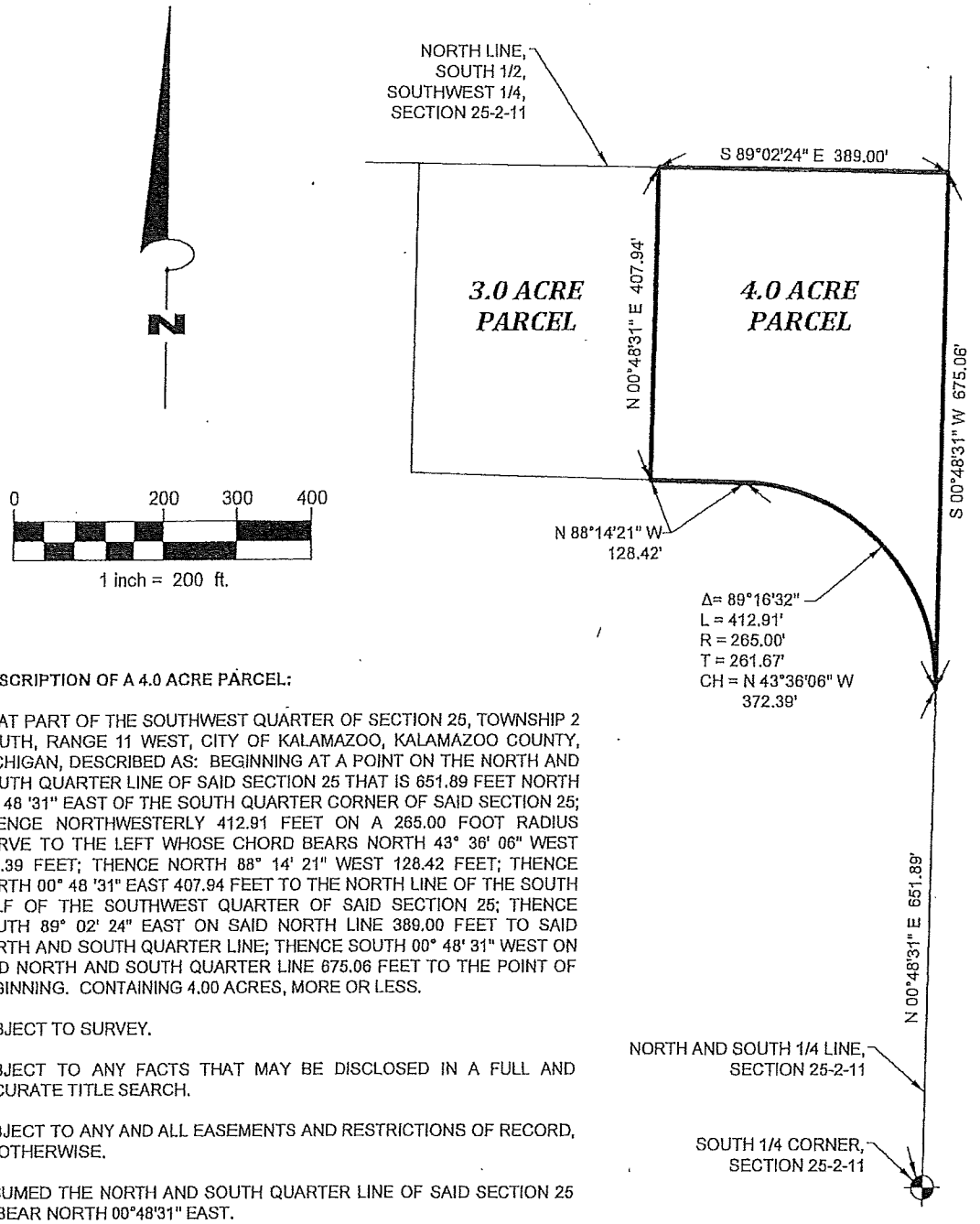
Dated: _____, 2018 Harbor Farms Real Estate, LLC

By: _____
Michael Ward
Its: Managing Member

EXHIBIT A
Property

See attached Exhibit "A"

EXHIBIT "A"



DESCRIPTION OF A 4.0 ACRE PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 THAT IS 651.89 FEET NORTH 00° 48 '31" EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTHWESTERLY 412.91 FEET ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43° 36' 06" WEST 372.39 FEET; THENCE NORTH 88° 14' 21" WEST 128.42 FEET; THENCE NORTH 00° 48 '31" EAST 407.94 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 89° 02' 24" EAST ON SAID NORTH LINE 389.00 FEET TO SAID NORTH AND SOUTH QUARTER LINE; THENCE SOUTH 00° 48' 31" WEST ON SAID NORTH AND SOUTH QUARTER LINE 675.06 FEET TO THE POINT OF BEGINNING. CONTAINING 4.00 ACRES, MORE OR LESS.

SUBJECT TO SURVEY.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

ASSUMED THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 TO BEAR NORTH 00°48'31" EAST.

WIGHTMAN

2303 Pipestone Road, Benton Harbor, MI 49022 269.927.0100
9835 Portage Road, Portage, MI 49002 269.327.3532
1670 Lincoln Road, Allegan, MI 49010 269.673.8465
www.gowightman.com

CLIENT:	HARBOR FARMZ
PROJECT:	HARBOR FARMZ- KALAMAZOO A&E
JOB No:	170764
DATE:	06/29/2018
SCALE:	1" = 200'

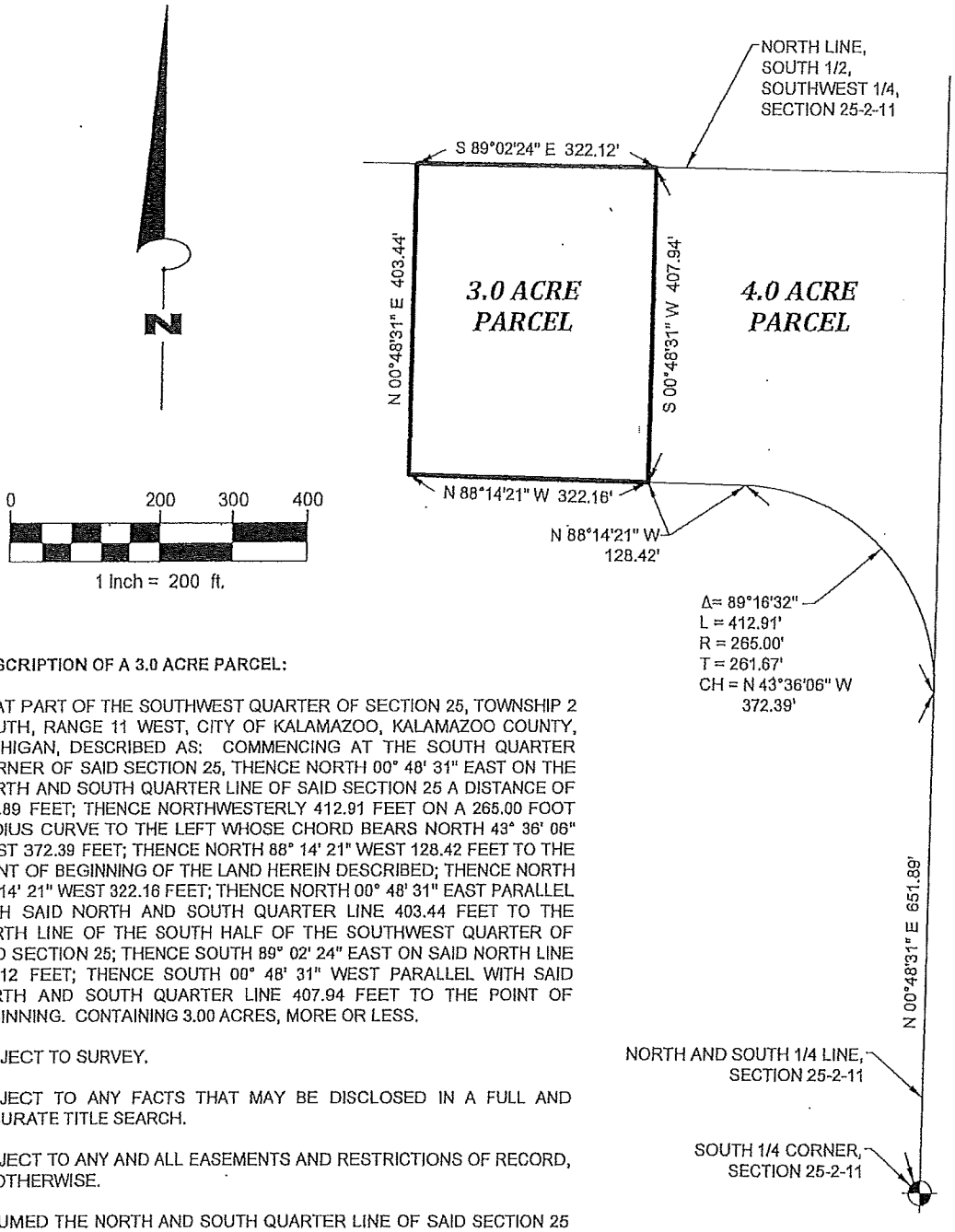
Exhibit B
Chapter 54 of Brownfield Revised Plan

Copy to be provided by BRA for review by Developer following approval by City Commission at a subsequent date.

Exhibit C
Additional Property

See attached Exhibit "C"

EXHIBIT "C"



DESCRIPTION OF A 3.0 ACRE PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25, THENCE NORTH 00° 48' 31" EAST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 A DISTANCE OF 651.89 FEET; THENCE NORTHWESTERLY 412.91 FEET ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43° 36' 06" WEST 372.39 FEET; THENCE NORTH 88° 14' 21" WEST 128.42 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 88° 14' 21" WEST 322.16 FEET; THENCE NORTH 00° 48' 31" EAST PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE 403.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 89° 02' 24" EAST ON SAID NORTH LINE 322.12 FEET; THENCE SOUTH 00° 48' 31" WEST PARALLEL WITH SAID NORTH AND SOUTH QUARTER LINE 407.94 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES, MORE OR LESS.

SUBJECT TO SURVEY.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

ASSUMED THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 TO BEAR NORTH 00°48'31" EAST.

WIGHTMAN

2303 Pipestone Road, Benton Harbor, MI 49022 269.927.0100
9835 Portage Road, Portage, MI 49002 269.327.3532
1670 Lincoln Road, Allegan, MI 49010 269.673.8465
www.gowightman.com

CLIENT:	HARBOR FARMZ
PROJECT:	HARBOR FARMZ- KALAMAZOO A&E
JOB No:	170764
DATE:	06/29/2018
SCALE:	1" = 200'

Exhibit D
Ex- Offender Purchasing Policy

PURPOSE:

The City Commission has committed to taking a leadership role in fostering collective action to reduce unacceptable poverty in Kalamazoo. Part of that effort includes ensuring that the local firms with whom the City does business shares the commitment of the City that hiring practices do not unfairly deny people with arrest and conviction records gainful employment, thereby encouraging rehabilitation, reducing recidivism, and strengthening families.

SCOPE:

The following policy shall be in effect regarding the purchasing and contracting of materials, supplies, capital outlay or services, including professional services, for the construction, maintenance, repair, and operation of City facilities. As used in this Policy, the term "bidder" includes subcontractors used by the bidder to provide the contracted for goods and services to the City.

POLICY:

1. For the purposes of determining a responsible bidder, including any subcontractor of the bidder, in the award of a purchase or contract of over $25,000, such bidder shall certify that it has eliminated any question or inquiry about prior arrests or convictions from initial job applications and that it does not preclude an individual with a criminal conviction from being considered for employment, except for reasons that are a) job—related and consistent with business necessity or b) to comply with federal or state law.

2. A bidder subject to this policy shall, at the time of response to an invitation for bids or a request for proposals, submit a copy of its current application for employment form and certify in writing that it satisfies one or more of the following conditions:

    - That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation;

    - That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and there has not been a finding of unlawful employment discrimination by a state or federal agency or court of competent jurisdiction regarding the use of arrest or conviction records by the bidder for the past 7 years.

3. The failure to submit the documentation required by this policy shall render the bid or proposal submitted as being deemed non-responsive.

EFFECTIVE DATE: June 1, 2016

SEE ALSO:

City Commission Policy 70.5 entitled *Purchasing Policy*

HISTORY:

On August 18, 2008 the City Commission adopted Resolution 08-68, which created an Ex- Offender Purchasing Policy.

On May 16, 2016 the City Commission adopted Resolution 16-XX which defined the term "bidder"; required documentary proof that a bidder had eliminated any question regarding criminal history on its application for employment; and required that bidder employed practices to prevent the use of criminal history to unlawfully discriminate.

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidders employment application form

☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:_____

☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

_____ _____

Date Signature

_____

Printed Name

_____

Position

Exhibit E
Eligible Costs Reimbursement Form

Brownfield Request for Cost Reimbursement
For Eligible Activities

Site Name: _____
Site Address(es): _____
Date: _____

List below the eligible cost being submitted for reimbursement and indicate the eligible activity category for each reimbursement cost. Allowable project-specific eligible activity categories are listed in the executed Development Agreement. Eligible activity categories are defined in Michigan's Brownfield Redevelopment Financing Act (Public Act No. 381 of 1996) as amended.

Eligible Activity Category	Specific Activity	Contractor	Eligible Cost
Totals			

Brownfield Request for Cost Reimbursement
For Eligible Activities

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan and Development Agreement for this project approved by the Kalamazoo City Commission and the Kalamazoo Brownfield Redevelopment Authority, respectively.

Developer: _____

Signature: _____

Title: _____

Address: _____

_____

_____

_____

Notary Public

Each reimbursement cost item must have documentation that is attached to this request form. This documentation shall include proof of payment, detailed invoices and lien waivers.

CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY

A RESOLUTION APPROVING BROWNFIELD PLAN REDEVELOPMENT AND PURCHASE AGREEMENT

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on August 16, 2018, at 7:30 o'clock a.m., local time, at the City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT**,** Members:

ABSENT**,** Members:

Recitals:

A. Davis Creek Business Park (DCBP) has gone undeveloped since it was established in 2007 with little interest shown by developers or other businesses seeking to purchase a parcel of land within DCBP.

B. City staff recently received an interest from Harbor Farms Real Estate, LLC (Harbor Farms) in purchasing an approximate 4-acre parcel north of Full Circle Drive, with the option in 3 years to purchase the adjacent approximate 3-acre parcel to the west (Property).

C. City staff negotiated a Brownfield Plan Redevelopment and Purchase Agreement (Agreement), which the Board of Directors has reviewed.

D. The City of Kalamazoo (City) is a joint tenant with the City of Kalamazoo Brownfield Redevelopment Authority (BRA). The City will also need to approve the Agreement.

THEREFORE, IT IS RESOLVED as follows:

1. The Brownfield Plan Redevelopment and Purchase Agreement (Agreement) with Harbor Farms Real Estate, LLC regarding redevelopment and the purchase of that approximate 4-acre portion of DCBP, depicted in Exhibit A, for $80,000 - increased or decreased on a pro-rata basis after the actual size of the Property is determined by the survey based on $20,000/acre - is approved.

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2. The chair is authorized to sign the Agreement and any other document necessary to effectuate the completion of the transaction contemplated by it, with the authority of those city staff members granted under the Limited Power of Attorney dated February 15, 2018 to sign the documents as detailed in that document.

3. The closing on the sale and the transfer of the Property is contingent on the City of Kalamazoo approving the Agreement.

The above resolution was offered by _____and supported by _____.

AYES, Members:

NAYS, Members:

ABSTAIN, Members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment at a regular meeting held on August 16, 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 the Act.

_____
Joy Orr, Recording Secretary

DRAFT

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 Community Planning and Economic Development

PREPARED BY: John W. Kneas, Counsel to BRA

DATE: 8/31/2018

SUBJECT: Resolution Adopting and Approving the Fifth Amendment to Revised Brownfield Plan Implemented by the City of Kalamazoo Brownfield Redevelopment Authority

RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving the Fifth Amendment to the City of Kalamazoo's Revised Brownfield Plan [Revised Plan Amendment 5] implemented and recommended for approval by the City of Kalamazoo Brownfield Redevelopment Authority following a public hearing before the Brownfield Redevelopment Authority (BRA).

BACKGROUND

Periodically, the BRA requests that the City Commission adopt an amendment to the then current Brownfield Plan. The current version of the plan is the Fourth Amendment to Revised Brownfield Plan approved by the City Commission on July 16, 2018. The Brownfield Redevelopment Authority is recommending the adoption of the Fifth Amendment to Revised Brownfield Plan (Revised Plan Amendment 5).

The particulars of the Revised Plan Amendment 5 consist of the addition of two chapters and the amendment of one chapter. The changes are summarized in the attached Summary of Significant Changes.

Added Chapter 52 is located at 4200 and 4233 Davis Creek Court and is owned, respectively, by SZR, LLC and BRA; added Chapter 53 is located at 615 West Kalamazoo Avenue and is owned by 615 Holdings LLC & Tenth Street Enterprises. The amendment to Chapter 25 involves the former Creamery site at 1101 Portage Street that the Kalamazoo County Land Bank is selling to Kalamazoo Creamery Limited Dividend Housing Association Limited Partnership (Creamery LP) to redevelop into mixed commercial and residential uses with majority of residential uses meeting affordable housing standards. (Creamery LP was formed to secure Low Income Housing Tax Credits and mortgage financing through the Michigan State Housing Development Authority. The City approved a Payment In Lieu of Taxes resolution for this project on August 20, 2018.)

In order to comply with the requirements of Act 381, the addition of Chapters 52 and 53, and the amendment to Chapter 25 regarding the properties identified in the Revised Plan Amendment 5 are necessary.

As required under Act 381, the BRA held a public hearing on the Revised Plan Amendment 5 on September 20, 2018. The resolution adopted by the BRA is attached.

COMMUNITY RESOURCES CONSULTED

Other than the public hearing process, no additional community resources were consulted.

FISCAL IMPACT

Tax increment revenues will reimburse the City, BRA, or the owners of the properties for eligible activities each incurred. City staff and the BRA continue to monitor the Plan and legislative amendments to maximize tax increment revenues so that eligible activities and applicable administrative fees are reimbursed to the extent possible, and the BRA is able to fully capture the additional five years of those revenues that will allow the BRA to leverage those funds for future redevelopments.

ALTERNATIVES

The City Commission may decline to adopt the resolution approving the Revised Plan Amendment 5. This action is not recommended because the proposed revision is in keeping with the overall administration of the Brownfield Redevelopment Initiative.

ATTACHMENTS:

	Type	Description
🗋	Resolution	City Commission Resolution
🗋	Resolution	BRA Resolution
🗋	Background Material	Excerpts of Added/Amended Chapters
🗋	Background Material	Summary of Significant Changes

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING THE CITY OF KALAMAZOO'S FIFTH AMENDMENT TO REVISED BROWNFIELD PLAN (AMENDMENT 5)

Minutes of a regular meeting of the City Commission of the City held on October 1, 2018, at 7:00 p.m., local time, at the City Hall.

PRESENT:

ABSENT:

The following resolution was offered by Commissioner _____ and seconded by Commissioner _____.

RECITALS

A. On May 5, 1997 the City of Kalamazoo ("City") created the City of Kalamazoo Brownfield Redevelopment Authority ("Authority"), under the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381").

B. Following the establishment of BRA, in September 1997 the City implemented the City of Kalamazoo Brownfield Plan ("Plan"), as required under Act 381, for the purposes of identifying real estate parcels for revitalization, redevelopment and reuse.

C. On October 2, 2017 the City replaced the then current version of the City's Brownfield Plan [Amended and Restated Brownfield Plan: Twenty-Ninth Amendment ("Plan Amendment 29")] by adopting and implementing the City of Kalamazoo Revised Brownfield Plan (the "Revised Plan"), under Act 381. On July 16, 2018 the City Commission approved the Fourth Amendment to the Revised Plan.

D. The Authority has implemented the Fifth Amendment to Revised Brownfield Plan ("Revised Plan Amendment 5"), which adds two chapters and amends one chapter, under Act 381.

E. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed amendments to the Plan, including proposed Revised Plan Amendment 5.

F. On September 20, 2018 the Authority held a public hearing as required under Act 381 and approved the implementation of the Revised Plan Amendment 5, which adds Chapters 52 and 53 and amends Chapter 25.

G. Following the public hearing, the Authority adopted a resolution recommending that the City Commission approve Revised Plan Amendment 5.

H. The City Commission has reviewed BRA's resolution and Revised Plan Amendment 5, and finds that this Fifth Amendment constitutes a public purpose in that:

I. The City Commission finds that notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any property affected by Revised Plan Amendment 5, and was also given by publication, as required by Act 381; and

a. It meets all requirements of Section 13 of Act 381,

b. The proposed method of financing the costs of eligible activities of Revised Plan Amendment 5 is feasible, and the Authority has the ability to arrange the necessary financing,

c. The costs of the eligible activities proposed by Revised Plan Amendment 5 are reasonable and necessary to carry out the purposes of Act 381, and

d. The amount of captured taxable value estimated to result from Revised Plan Amendment 5 is reasonable.

THEREFORE, IT IS RESOLVED:

The City of Kalamazoo Fifth Amendment to Revised Brownfield Plan, as implemented by the City of Kalamazoo Brownfield Redevelopment Authority, is adopted and approved.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by at a regular meeting held on October 1, 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 Act 381.

_____
Scott A. Borling
City Clerk

CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY

A RESOLUTION APPROVING THE IMPLEMENTATION OF CITY OF KALAMAZOO'S FIFTH AMENDMENT TO REVISED BROWNFIELD PLAN AND RECOMMENDING ADOPTION BY THE CITY COMMISSION

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on September 20, 2018, at 7:30 a.m., local time, at the Community Room of City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT: Nathan Bolton; Fritz Brown; Kevan Hess; Bob Miller; Patti Owens; Doug Phillips; Tom Schlueter; Nancy Troff

ABSENT: Jim Escamilla; Mayor Bobby J. Hopewell

The following resolution was offered by Member Doug Phillips and seconded by Member Tom Schlueter.

RECITALS:

A. The City has created the City of Kalamazoo Brownfield Redevelopment Authority (the "Authority"), under the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381").

B. On October 2, 2017 the City replaced the then current version of the City's Brownfield Plan [Amended and Restated Brownfield Plan: Twenty-Ninth Amendment ("Plan Amendment 29")] by adopting and implementing the City of Kalamazoo Revised Brownfield Plan (the "Revised Plan"), under Act 381. On July 16, 2018 the City Commission approved the Fourth Amendment to the Revised Plan.

C. The Authority has implemented the Fifth Amendment to Revised Brownfield Plan (Amendment No. 5) ("Revised Plan Amendment 5"), which adds two chapters and amends one chapter, under Act 381.

D. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed amendments to the Plan, including proposed Revised Plan Amendment 5.

E. A public hearing was held by the Authority on September 20, 2018, on Revised Plan Amendment 5; notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any property affected by Revised Plan Amendment 5, and was also given by publication, as required by Act 381.

F. Following the public hearing on Revised Plan Amendment 5, the Authority, in consideration of any comments heard at the public hearing or written communications

received at or prior to the public hearing, determines that Revised Plan Amendment 5 constitutes a public purpose in that:

a. It meets all requirements of Section 13 of Act 381,

b. The proposed method of financing the costs of eligible activities of Revised Plan Amendment 5 is feasible, and the Authority has the ability to arrange the necessary financing,

c. The costs of the eligible activities proposed by such amendment are reasonable and necessary to carry out the purposes of Act 381, and

d. The amount of captured taxable value estimated to result from Revised Plan Amendment 5 is reasonable.

THEREFORE IT IS RESOLVED THAT:

The City of Kalamazoo Brownfield Redevelopment Authority approves the implementation of the Fifth Amendment to Revised Brownfield Plan and recommends the City Commission adopt a resolution approving this amendment to the Revised Plan.

AYES: All

NAYS: None

ABSTAIN: None

RESOLUTION DECLARED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on September 20, 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 Act 381.

Joy Orr
Recording Secretary

CITY OF KALAMAZOO'S FIFTH AMENDMENT TO REVISED BROWNFIELD PLAN

OCTOBER 1, 2018

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9) 105 East Michigan Avenue 39
10) 4141 Manchester 43
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DRAFT

25) 1101 Portage Street

Eligible Property

1101 Portage Street, 06-22-434-008

The proposed project includes an approximate 59,000 square foot three-story mixed use building**.** The building will include approximately 9,500 square feet of commercial space on the first floor and a total of 48 residential units, with 19 workforce housing units and 29 affordable units. The site is currently vacant and was formerly occupied by a blighted building.

Basis of Eligibility

The subject property is eligible for Plan inclusion based upon its condition as a blighted property. Section 2(e)(vi) of Act 381 specifies that one of the definitions of blighted includes "property owned or under the control of a land bank fast track authority under the land bank fast track act, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for the purposes of this act." Because the subject property is owned by the Kalamazoo County Land Bank, the subject property is deemed eligible.

In addition, the site is eligible for brownfield plan inclusion due to its "facility" status (per Natural Resources and Environmental Protection Act, Act 451, PA 1994, as amended)

The Plan (pursuant to section 13(1), Act No. 381 of 1996)

a. A description of the costs of the plan intended to be paid for with the tax increment revenues; b. A brief summary of the eligible activities that are proposed for each eligible property.

Tax increment revenues will be used to offset eligible expenses associated with any eligible activities that are allowed under Act 381, as amended. The current cost estimate for eligible activities is $730,000.

c. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property.

Estimate of Captured Taxable Value: Assuming the property will be redeveloped as

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described, the anticipated future taxable value is estimated to be $796,500. The current taxable value is $0, leaving a net future taxable value, upon which capture can be based, of $796,500.

Estimate of Tax Increment Revenues: Using the overall business millage rate of 58.1083 mills, maximum annual available real property tax increment revenues are estimated to be $46,283 for years 1 – 5. This calculation assumes that redevelopment has occurred as described above.

It is the intent of the Authority to capture all available school and non-school tax increment revenue on real and personal property generated by new development on the site. These tax increments will be captured for up to five years after the time that capture is required for the purpose of paying the cost of eligible activities.

f. Duration of the Brownfield Plan for eligible activities.

It is anticipated that the capture of tax increment revenues will start by 2020. However, the date for the beginning of capture of tax increment revenues will be no later than October 1, 2023 and will continue for a period necessary to reimburse eligible activities plus five years of additional tax capture, but not longer than allowed by law.

g. Maximum Estimated Impact of Tax Increment Financing on Taxing Jurisdictions.

Taxing Unit	Business Millage Rate	Maximum Estimated Annual Taxes Captured by Authority
KVCC	2.8089	$2,237
CCTA	0.7500	$597
City Operating	12	$9,558
Solid Waste	1.8000	$1,434
County(Summer)	4.681	$3,728
County (Winter)	1.4472	$1,153
KRESA	4.5378	$3,615
KCTA	0.3145	$250
Kalamazoo Library	3.9487	$3,145
State Education Tax	6.0000	$4,779
County Housing	0.0998	$79
School Operating	17.8704	$14,234
County Senior	0.35	$279
KRESA Enhancement	1.5	$1,195
TOTAL	**58.1073**	**$ 46,283**

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Maximum annual increased taxable value = $796,500

h. Legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, and a statement of whether personal property is included as part of theeligible property.

1101 Portage Street: Commencing at the southeast corner of Portage Street & Lake Street; thence Easterly on the southerly line of Lake Street to a point 28.97 feet West of east line of Section 22; thence South 188.86 feet; thence West 74.70 feet; thence South 56deg 58min West to the easterly line of Portage Street; thence Northwesterly along said easterly line to the point of beginning. Also commencing on the easterly line of Portage Street 144 feet Northerly from the northwesterly corner of Lot 35 of LAKE Street PLAT; thence Northerly 114 feet along the easterly line of Portage Street; thence North 56deg 58min East 132 feet; thence South 33deg 02min East 114 feet; thence South 56deg 58min West 132 feet to the point of beginning. Excluding the following: beginning at the southeast corner of Portage Street & Lake Street; thence East 84.91 feet along the south line of Lake Street; thence South 14deg 41min 13sec East 24.40 feet; thence North 75deg 18min 44sec East 6.84 feet; thence South 14deg 41min 16sec East 30.78 feet; thence South 75deg 0min 43sec West 57.17 feet; thence South 57deg 0min 0sec West 6.0 feet to east line of Portage Street; thence North 33deg 0min 0sec West 83.10 feet along said east line to said south line and the point of beginning of this exclusion. Also excluding the following parcel: Commencing at the East 1/4 corner of Section 22; thence Southerly 193.77 feet along the east line of Section 22 to the south line of Lake Street; thence West 28.97 feet along the south line of Lake Street to the point of beginning for this exclusion: thence South 188.86 feet perpendicular with the south line of Lake Street; thence West 71.69 feet perpendicular to last course; thence North 74.62 feet; thence West 30 feet; thence North 53.64 feet; thence West 16.0 feet; thence North 60.60 feet to the south line of Lake Street; thence East 117.69 feet along the south line of Lake Street to the point of beginning of this exclusion.

For location and dimensions of property, see attached site diagram. Personal property will be included as part of the eligible property.

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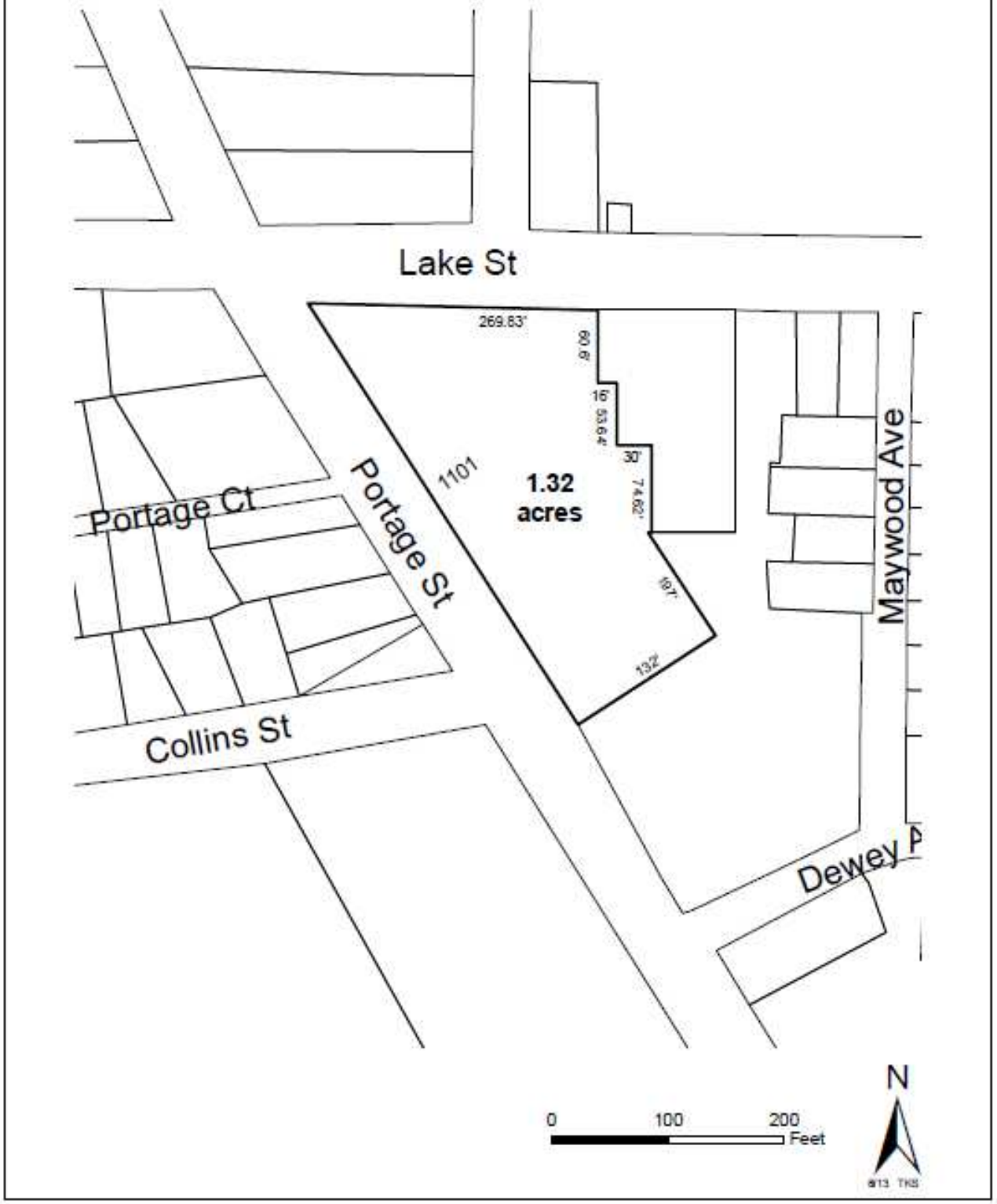
SITE LOCATION: 1101 PORTAGE STREET



52) 4200 Davis Creek Court

Eligible Property

4200 Davis Creek Court	06-36-459-003
4233 Davis Creek Court	06-36-480-001
3603 E. Kilgore Road	06-36-490-002

The 16.371 acre project site is comprised of three parcels that each have an acreage of 9.101, 6.788, and 0.482, respectively. The proposed project is a 40,725 square foot expansion of an existing manufacturing facility located on the 4200 Davis Creek Court parcel. The project will add 37,125 square feet of new manufacturing space, and 3,600 square feet of office. The 4233 Davis Creek Court and 3603 E. Kilgore Road parcels will be utilized to manage the storm water from this development. The site is currently occupied by a 105,000 square foot building with associated parking and storm water retention infrastructure.

Basis of Eligibility

The 4233 Davis Creek Court parcel is eligible for brownfield plan inclusion due to its "facility" status (per Natural Resources and Environmental Protection Act, Act 451, PA 1994, as amended). The 4200 Davis Creek Court and 3603 E. Kilgore Road parcels are adjacent and contiguous to the 4233 Davis Creek Court facility parcel and are therefore eligible for brownfield plan inclusion.

The Plan (pursuant to section 13(1), Act No. 381 of 1996)

a. A description of the costs1 of the plan intended to be paid for with the tax increment revenues;

b. A brief summary of the eligible activities that are proposed for each eligible property.

Tax increment revenues (TIRs)will be used to offset eligible expenses associated with any eligible activities that are allowed under Act 381, as amended. Specific potentially-expected activities include Baseline Environmental Assessment, due care, infrastructure improvements and site preparation activities. The current cost estimate for eligible activities is up to $800,000.

c. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property.

Estimate of Captured Taxable Value: Assuming the property will be redeveloped as described, the anticipated future taxable value is estimated to be $1,225,300. The current taxable value is $881,900, leaving a net future taxable value, upon which TIR capture can be based, of $343,400.

Estimate of Tax Increment Revenues: Using the overall Industrial Facilities Tax exemption (IFT) millage rate of 31.94345 mills, maximum annual available real property tax increment revenues are estimated to be $10,970 for years 1 – 5. The calculation assumes that redevelopment has occurred as described above, with the approximate 40,725 square foot expansion on the 4200 Davis Creek Court property. It is the intent of the Authority to capture all available school and non-school tax increment revenue on real and personal property generated by new development on the site.

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f. Duration of the Brownfield Plan for eligible activities.
It is anticipated that the capture of tax increment revenues will start by 2020. However, the date for the beginning of capture of tax increment revenues will be no later than October, 1 2023 and will continue for a period necessary to reimburse eligible activities plus five years of additional tax capture, but not longer than allowed by law.

g. Maximum Estimated Impact of Tax Increment Financing on Taxing Jurisdictions.

Taxing Unit	IFT Millage Rate	Maximum Estimated Annual Taxes Captured by Authority
CITY OPERATING	6.00000	$2,060
TRANSIT	0.37500	$129
SOLID WASTE	0.90000	$309
KCTA	0.15725	$54
KVCC	1.40445	$482
STATE EDUCATION TAX	6.00000	$2,060
COUNTY (summer)	2.34050	$804
COUNTY (winter)	0.72360	$248
COUNTY HOUSING	0.04940	$17
SCHOOL OPERATING	9.00000	$3,091
KRESA OPERATING	1.44730	$497
KRESA Allocated	0.07220	$25
KRESA SPECIAL ED	0.74940	$258
KRESA ENHANCEMENT	0.75000	$258
KALAMAZOO LIBRARY	1.97435	$678
TOTAL	**31.94345**	**$10,970**

Maximum annual increased taxable value = $343,400

h. Legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, and a statement of whether personal property is included as part of the eligible property.

4200 Davis Creek Ct., parcel No. 06-36-459-003: Section 36-2-11 Commencing at the South 1/4 post of Section 36, T2S, R11W; thence North 89deg 55min 04sec East 435.00ft along the south line of Section 36; thence North 00deg 06min 22sec West 704.01ft to the Place of Beginning; thence North 00deg 06min 59sec West 455.01ft; thence North 89deg 55min 04sec East 732.57ft; thence North 90deg 00min 00sec East 138.13ft to a line lying 20.0ft Westerly of (perpendicular measure) the East line of the West 1/2 of the Southeast 1/4 of Section 36; thence South 00deg 11min 07sec East 454.85ft parallel with the East line of the West 1/2 of the Southeast 1/4 of Section 36; thence South 89deg 55min 04sec West 871.28ft to the Place of Beginning. Parcel contains approximately 9.101 Acres. Related IFT accounts 06-88-001-262 & 06-88-012-254

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4233 Davis Creek Ct, parcel no 06-36-480-001: G36-10/1A1B Sect 36-2-11 SE 1/4 SE 1/4 of sd Sect, Exc E 661.09ft. Also Exc beg on N li Kilgore Road at a pt 63.58ft E of N & S ctr li SE 1/4 sd Sect 36, th N 89deg 59min 25sec E alg N li Kilgore Road 600ft to pt 661.09ft W of E li sd Sect (sd pt also meas 663.58ft E of N&S ctr li of SE 1/4 of sd Sect, th N 0deg 09min 45sec W 350ft, th S 89deg 59min 25sec W 200ft, th S 0deg 09min 45sec E 20ft to a pt 330ft N of N li of Kilgore Road, th S 89deg 59min 25sec W 463.58ft to the N&S ctr li of SE 1/4 of sd Sect, th S 0deg 09min 45sec E 330ft alg sd N&S ctr li to N li of Kilgore Road, th N 89deg 59min 25sec E 63.58ft to P.o.B. Also Exc, Part of the S 1/2 of Sect 36 described as follows: Com at the E 1/4 cor of Sect 36; th N 89deg 0min 16sec W 1323.22ft alg the E&W 1/4 li to the W li of the NE 1/4 of the SE 1/4; th S 0deg 54min 57sec W 1327.26ft alg sd W li to the NW cor of the SE 1/4 of the SE 1/4 and p.o.b. for the following: th S 88deg 59min 26sec E 663.82ft alg the N li of the SE 1/4 of the SE 1/4; th S 0deg 50min 34sec W 526ft; th N 88deg 59min 26sec W 664.49ft to the W li of the SE 1/4 of the SE 1/4; th N 0deg 54min 57sec E 382ft; th N 88deg 59min 26sec E 20ft; th N 0deg 54min 57sec E 144.0ft; th S 88deg 59min 26sec E 20.0ft to p.o.b. Also including the following parcel: The E 20ft of the following: Com at S 1/4 post sd Sect, th N 89deg 55min 4sec E alg S li sd Sect 435ft, th N 0deg 6min 22sec W par to N&S 1/4 li sd Sect 704.01ft for P.o.B. for the following: th N 89deg 55min 4sec E 891.28ft, th N 0deg 11min 7sec W alg E li W 1/2 SE 1/4 sd Sect 1223.92ft to Sly li Covingtion Rd, th S 77deg 33min 18 sec W 572.78ft alg Sly li Covington Rd, th alg a curve to left (Radius = 1112.92ft, Chord = S 75deg 2min 31sec W 96.33ft) 96.36ft, th S 0deg 6min 22sec E 772.55ft, th S 89deg 54min 37sec W 236.98ft, th S 0deg 6min 59sec E 303.98ft to P.o.B., excluding the N 744.56ft
Entire parcel contains approx. 6.788 acres

3603 E Kilgore Rd, parcel no 06-36-490-002: G36-10/1A1B SEC 36-2-11 Beg on N li Kilgore Road at a pt 63.58ft E of N & S ctr li SE 1/4 sd Sect 36, th N 0deg 09min 45sec W 330ft, th S 89deg 59min 25sec W 63.58ft to N&S ctr li of SE 1/4 of sd Sect, th S 0deg 09min 45sec E 330ft alg sd N&S ctr li to the N li of Kilgore Road, th N 89deg 59min 25sec E 63.58ft to P.o.B. Containing approx. 0.48 acres

For location and dimensions of property, see attached site diagram. Personal property will be included as part of the eligible property.

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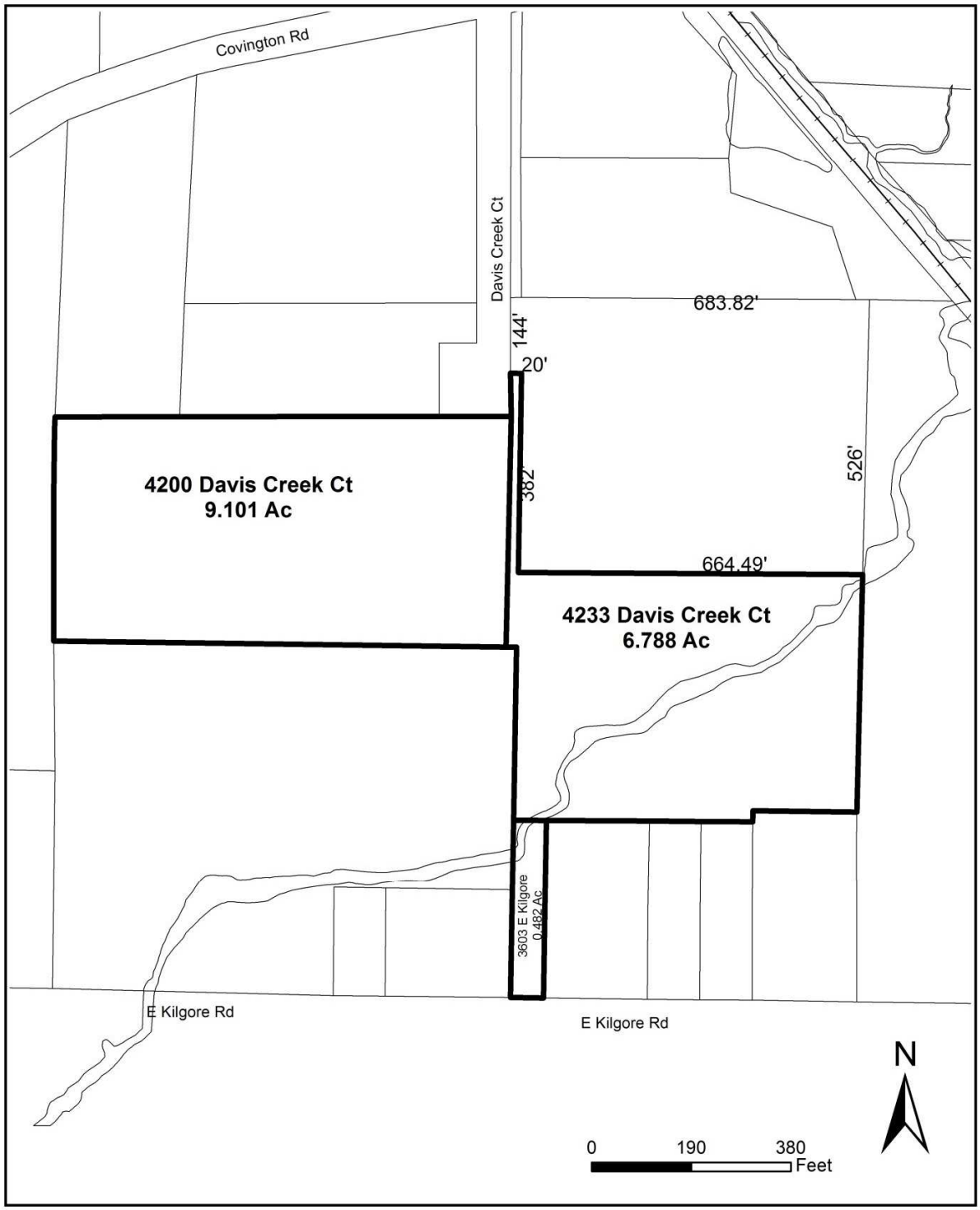
SITE LOCATION:
4200 Davis Creek Ct, 4233 Davis Creek Ct & 3603 E Kilgore Rd



53) 615 West Kalamazoo Avenue

Eligible Property

615 West Kalamazoo Avenue -

The proposed project includes two identical three-story mixed use buildings of approximately 12,000 square feet each**.** Each of the buildings will have two commercial offices and one ADA-compliant one-bedroom apartment on the first floor. The second and third floors of each building will contain four one-bedroom apartments. The site is currently occupied by a blighted former auto repair facility.

Basis of Eligibility

The site is eligible for brownfield plan inclusion due to its "facility" status (per Natural Resources and Environmental Protection Act, Act 451, PA 1994, as amended)

The Plan (pursuant to section 13(1), Act No. 381 of 1996)
a. A description of the costs of the plan intended to be paid for with the tax increment revenues;
b. A brief summary of the eligible activities that are proposed for each eligible property.

Tax increment revenues will be used to offset eligible expenses associated with any eligible activities that are allowed under Act 381, as amended. Specific potentially-expected activities include Baseline Environmental Assessment, due care, infrastructure improvements, demolition and site preparation activities. The current cost estimate for eligible activities is up to $600,000.

c. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property.

Estimate of Captured Taxable Value: Assuming the property will be redeveloped as described, the anticipated future taxable value is estimated to be $737,730. The current taxable value is $79,539, leaving a net future taxable value, upon which capture can be based, of $658,191.

Estimate of Tax Increment Revenues: Using the overall business millage rate of 58.1073 mills, maximum annual available real property tax increment revenues are estimated to be $38,246 for years 1 – 5. The calculation assumes that redevelopment has occurred as described above, with the two approximate 12,000 square foot buildings on the 615 West Kalamazoo Avenue property.

It is the intent of the Authority to capture all available school and non-school tax increment revenue on real property generated by new development on the site.

f. Duration of the Brownfield Plan for eligible activities.

It is anticipated that the capture of tax increment revenues will start by 2020. However, the date for the beginning of capture of tax increment revenues will be no later than October 1, 2023 and will

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continue for a period necessary to reimburse eligible activities plus five years of additional tax capture, but not longer than allowed by law.

g. Maximum Estimated Impact of Tax Increment Financing on Taxing Jurisdictions.

Taxing Unit	Business Millage Rate	Maximum Estimated Annual Taxes Captured by Authority
KVCC	2.8089	$1,849
CCTA	0.7500	$494
City Operating	12	$7,898
Solid Waste	1.8000	$1,185
County(Summer)	4.681	$3,081
County (Winter)	1.4472	$953
KRESA	4.5378	$360
KCTA	0.3145	$207
Kalamazoo Library	3.9487	$2,599
State Education Tax	6.0000	$3,949
County Housing	0.0988	$65
School Operating	18.0000	$11,762
County Senior	0.35	$230
KRESA Enhancement	1.5	$987
TOTAL	**58.1073**	**$ 38,246**

Maximum annual increased taxable value = $658,191

h. Legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, and a statement of whether personal property is included as part of the eligible property.

STONE & PHILLIPS' ADDITION, Liber 3 of Plats Page 18; The West 57.75ft of Lot 1. Lot 2. Lot 3. Lot 4. Lot 17. Also beginning at the northeast corner of Lot 17 said point being on the northerly line of the Amtrack Railroad right-of-way; thence South 41deg 25min 35sec East 18.13ft at right angles to the northerly line of said railroad right-of-way; thence South 53deg 18min 20sec West 199.59ft; thence North 57deg 52min 45sec West 1.73ft to the southeast corner of Lot 17 and the northerly line of said railroad right-of-way; thence North 48deg 34min 25sec East 199.40ft along the easterly line of Lot 17 and the northerly line of the railroad right-of-way to the point of beginning. Excluding part of Lots 3 & 4 of STONE & PHILLIPS' ADDITION described as follow: commencing at the northwest corner of Lot 4; thence North 90deg 00min 00sec East 10.32ft along the north line of Lot 4 to the point of beginning for this exclusion: thence North 90deg 00min 00sec East 103.15ft along the north line of Lots 4 & 3; thence South 00deg 06min 49sec East 56.93ft; thence North 89deg 23min 32sec West 3.50ft; thence South 00deg 36min 28sec West 28.91ft;

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thence North 89deg 23min 32sec West 1.77ft; thence S 00deg 36min 28sec W 11.86ft; thence South 89deg 58min 27sec West 5.09ft; thence North 89deg 40min 03sec West 96.54ft; thence North 02deg 13min 55sec East 107.6ft to the point of beginning for this exclusion. Exclusion contains approximately 11,030.34 square feet. Also excluding beginning at the northwest corner of Lot 4; thence North 90deg 00min 00sec East 10.32ft along the north line of Lot 4; thence South 02deg 13min 55sec West 131.99ft to the south line of Lot 4; thence South 89deg 56min 27sec West 6.12ft along the south line of Lot 4 to the west line of Lot 4; thence North 00deg 24min 35sec East 131.89ft along the west line of Lot 4 to the point of beginning of this exclusion. Exclusion contains approximately 1089 square feet. Together with a 5ft easement for ingress and egress commencing at the northwest corner of Lot 4; thence North 90deg 00min 00sec East 113.47ft to the point of beginning for easement: thence North 90deg 00min 00sec East 5ft; thence South 00deg 06min 49sec East 41.5ft; thence South 90deg 00min 00sec West 5ft; thence North 00deg 06min 49sec West 41.5ft to the point of beginning.63

In addition, the eligible property includes the eastern 66.02 feet of the 708 East Eleanor Street (parcel number 06-16-441-020) parcel.

For location and dimensions of property, see attached site diagram. Personal property will be included as part of the eligible property.

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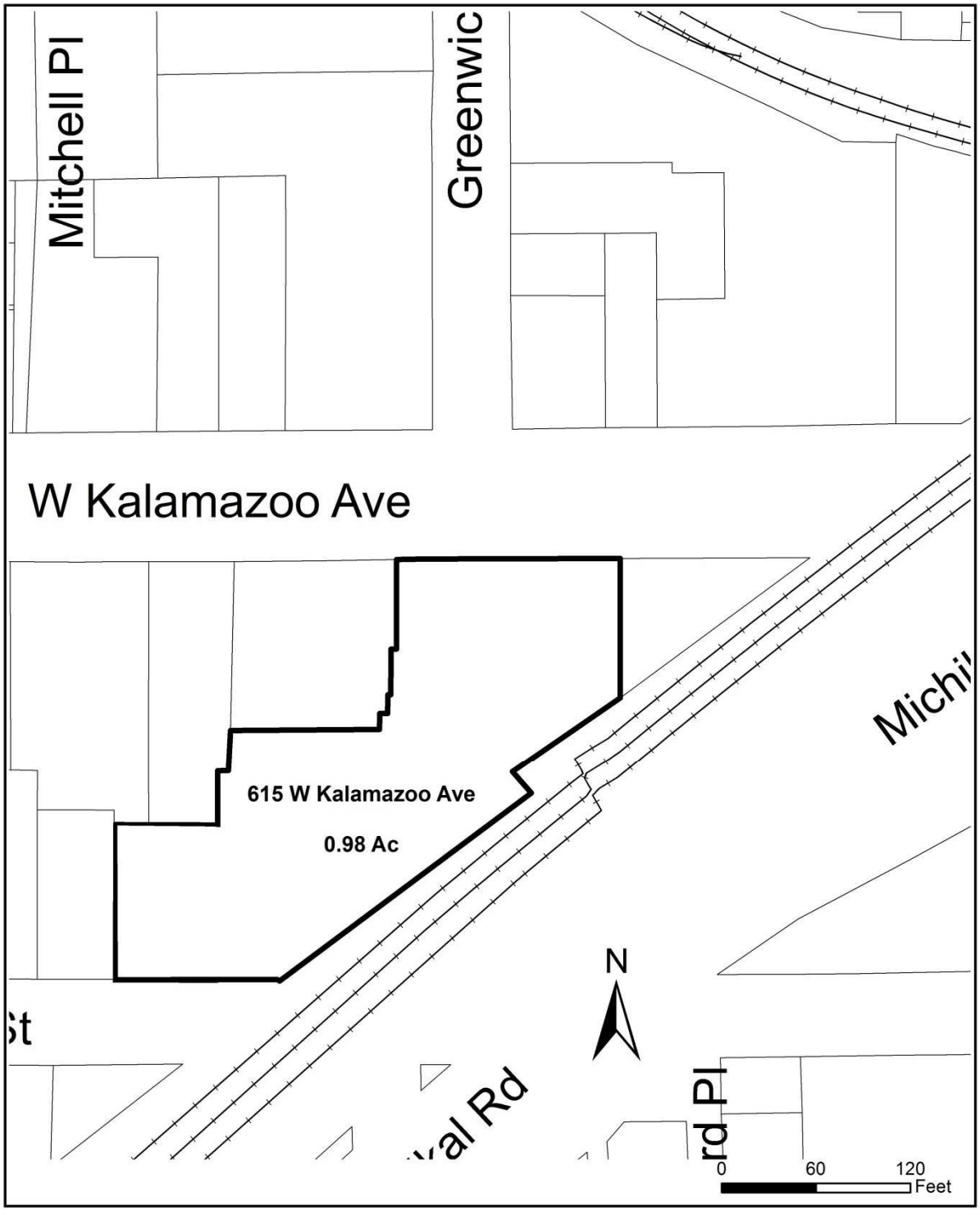
SITE LOCATION:
615 W Kalamazoo Ave



City Administration & Financial Services Information

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	Site Name	Address	Parcel No.	Date Added to Plan	Act 381 Work Plan Details	Initial Taxable Value*
1	Willard/Walbridge	507 Harrison Street	06-15-274-004	15-Sep-97	n/a	$4,420
		527 Harrison Street	06-15-274-001	15-Sep-97	Approved 4/20/98 for $22,327; Total spent: $19,380	$6,100
		527 Harrison Street (second redevelopment at address)	06-15-274-001	15-Sep-97	n/a	$141,489
		514 East Ransom Street	06-15-273-004	15-Sep-97	DEQ approved $17,853 6/8/01; MEDC approved $12,265 5/30/01	$9,380
2	701 East Michigan Avenue	701 East Michigan Avenue	06-15-429-003	15-Sep-97	n/a	$0
3	Former SER Plating	2152 Portage Street	06-27-283-005	September 15, 1997; March 6, 2000	n/a	$0
4	2700 East Cork Street	2700 East Cork Street	06-36-130-001	15-Sep-97	n/a	$42,500
		2700 East Cork Street	06-88-004-041	15-Sep-97	n/a	$0
5	North Point Retail Park	700 North Westnedge Avenue	06-15-160-001	4-May-98	n/a	$0
6	Former Liberty Gas	930 Portage Street	06-22-291-002	4-May-98	n/a	$0
7	4175 Davis Creek Court	4175 Davis Creek Court	06-36-475-001	4-May-98	n/a	$0
8	Northside Grocery Store Development Site	512 North Park Street	06-15-172-102	2-Jun-03	n/a	$16,550
		612 North Park Street	06-15-167-108	2-Jun-03	n/a	$5,900
9	105 East Michigan Avenue	105 East Michigan Avenue	06-15-376-010	7-Jun-04	n/a	$578,145
		105 East Michigan Avenue - Rear	06-15-376-011	7-Jun-04	n/a	$0
10	4141 Manchester	4141 Manchester	06-88-008-438	7-Jun-04	n/a	$2,451,100
		4141 Manchester	06-36-339-001	7-Jun-04	n/a	$252,000

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11	512-524 East North Street	512 East North Street	06-15-264-402	7-Jun-04	n/a	$9,484
		514 East North Street	06-15-264-404	7-Jun-04	n/a	$3,365
		516 East North Street	06-15-264-406	7-Jun-04	n/a	$3,901
		518 East North Street	06-15-264-401	7-Jun-04	n/a	$23,347
		520 East North Street	06-15-264-407	7-Jun-04	n/a	$22,581
		522 East North Street	06-15-264-405	7-Jun-04	n/a	$3,901
		524 East North Street	06-15-264-403	7-Jun-04	n/a	$3,728
12	Ramp #3	173 East South Street	06-15-392-300	7-Jun-04	n/a	$0
		231 East South Street	06-15-388-101	7-Jun-04	n/a	$0
		149 Farmers Alley	06-15-387-301	7-Jun-04	n/a	$0
		155 Farmers Alley	06-15-387-300	7-Jun-04	n/a	$0
		140 Portage Street	06-15-383-200	7-Jun-04	n/a	$0
		130 Portage Street	06-15-382-201	7-Jun-04	n/a	$0
		180 Portage Street	06-15-388-100	7-Jun-04	n/a	$0
13	United Building	202 East Kalamazoo Ave	06-15-338-282			
		242 East Kalamazoo Avenue	06-15-339-280			
14	507 North Park Street	507 North Park Street	06-15-302-106	2-Aug-04	n/a	$5,263
15	City Yards	822 Schuster	06-23-286-001	2-Aug-04	n/a	$0
		911 Hatfield	06-23-290-002	2-Aug-04	n/a	$0
16	South & Rose	277 South Rose Street	06-15-390-300	5-Sep-06	n/a	$494,626
17	Former J.A. Richards Blocks	314 Parsons Street	06-15-215-076	6-Nov-06	n/a	$4,592
		322 Parsons Street	06-15-215-075	4-Apr-11	n/a	$0
		809 Porter Street	06-15-251-133	4-Sep-12	n/a	$227
		813 Porter Street	06-15-251-233	4-Sep-12	n/a	$0
		817 Porter Street	06-15-221-003	4-Sep-12	n/a	$344
		825 Porter Street	06-15-221-060	4-Apr-11	n/a	$0
		901 Porter Street	06-15-216-200	4-Apr-11	n/a	$0
		315 East Frank Street	06-15-250-150	4-Apr-11	n/a	$0
		810 North Pitcher Street	06-15-250-031	4-Sep-12	n/a	$15,200

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18	Gull & North (Now 655 Gull, 06-15-281-025)	627 East North Street	06-15-281-019	21-Apr-08	n/a	$8,294
		631 East North Street	06-15-281-020	21-Apr-08	n/a	$0
		651 Gull Street	06-15-281-021	21-Apr-08	n/a	$0
19	Former Superior Cleaners	3122 Oakland Drive	06-29-474-010	29-Jun-09	n/a	$0
		3122 Oakland Drive	06-29-474-011	29-Jun-09	n/a	$0
20	Arcadia Creek West End District	243 Cooley Street	06-15-315-501	29-Jun-09	n/a	$0
		411 West Kalamazoo Avenue	06-15-311-002	29-Jun-09	n/a	$0
		431 West Kalamazoo Avenue	06-15-310-103	29-Jun-09	n/a	$0
		227 North Park Street	06-15-317-105	29-Jun-09	n/a	$0
		416 West Water Street	06-15-321-209	29-Jun-09	n/a	$0
		240 North Westnedge Avenue	06-15-315-503	29-Jun-09	n/a	$0
21	1919 E. Kilgore Service Road	1919 E. Kilgore Service Road	06-35-469-001	29-Jun-09	n/a	$370,600
22	610 South Burdick Street	610 South Burdick Street	06-22-141-060	29-Jun-09	n/a	$107,600
23	419 Harrison Street	419 Harrison Street	06-15-404-007	4-Apr-11	n/a	$0
24	511 East Paterson Street	511 East Paterson Street	06-10-495-001	4-Apr-11	n/a	$0
25	1101 Portage Street (now 06-22-434-008)	730 Lake Street	06-22-434-007	4-Apr-11	n/a	$0
		1111 Portage Street	06-22-428-004	3-Sep-13	n/a	$0
26	316 South Kalamazoo Mall	316 South Kalamazoo Mall	06-15-390-210	16-May-11	n/a	$567,700
27	154 South Kalamazoo Mall	154 South Kalamazoo Mall	06-15-386-223	5-Jul-11	n/a	$210,519
28	155 West Michigan Avenue	155 West Michigan Avenue	06-15-380-081	6-Sep-11	n/a	$153,554
29	1807 North Pitcher Street	1807 North Pitcher Street	06-10-405-001	4-Sep-12	n/a	$0
30	500 Block East Ransom Street	525 East Ransom Street	06-15-269-351	4-Sep-12	TBD	$0
		535 East RansomStreet	06-15-290-207	2-Feb-15	TBD	$9,916
		617 Harrison Street	06-15-285-103	4-Sep-12	TBD	$0
31	2700 Block of West Michigan Avenue	2701 West Michigan Avenue	06-20-330-100	3-Sep-13	TBD	$423,600

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32	500 – 516 East Butler Court	500 East Butler Court	06-15-268-202	4-Sep-12	TBD	$501
		501 East Butler Court	06-15-263-207	4-Sep-12	TBD	$0
		502 East Butler Court	06-15-268-203	4-Sep-12	TBD	$501
		504 East Butler Court	06-15-268-204	4-Sep-12	TBD	$395
		506 East Butler Court	06-15-268-205	4-Sep-12	TBD	$467
		508 East Butler Court	06-15-268-206	4-Sep-12	TBD	$573
		510 East Butler Court	06-15-268-201	4-Sep-12	TBD	$5,862
		516 East Butler Court	06-15-268-208	4-Sep-12	TBD	$6,515
33	4620 Stadium Drive and 2075 South Drake Road	4620 Stadium Drive	06-30-116-001	6-Jan-14	n/a	$494,960
		2075 South Drake Road	06-30-120-001	6-Jan-14	n/a	$63,190
34	600 East Michigan Avenue	600 East Michigan Avenue	06-15-435-010	2-Sep-14	TBD	$265,280
		578 Rear East Michigan Ave	06-15-440-002	6-Jul-15	TBD	$6,900
35	425 East Vine Street	425 East Vine Street	06-22-251-014	2-Sep-14	n/a	$84,500
36	4124 Manchester Road	4124 Manchester Road	06-36-341-001	2-Sep-14	n/a	$694,500
37	508 East Frank Street	508 East Frank Street	06-15-258-011	1-Feb-15	TBD	$83,718
		505 East North Street	06-15-258-001	1-Feb-15	TBD	$0
		714 Walbridge Street	06-15-258-010	1-Feb-15	TBD	$4,400
38	108 East Michigan Avenue	108 E. Michigan Avenue	06-15-381-015	6-Jul-15	TBD	$456,300
39	421 & 427 East Michigan Avenue	421 E. Michigan Avenue	06-15-416-122	6-Jul-15	TBD	$30,000
		427 E. Michigan Avenue	06-15-411-271	6-Jul-15	TBD	$220,000
40	216 W. Michigan Avenue & 220 W. Michigan Avenue	216 W. Michigan Ave	06-15-354-132	7-Dec-15	TBD	$0
		220 W. Michgian Ave	06-15-354-031	7-Dec-15	TBD	$0
41	162 East Michigan Avenue	162 East Michigan Avenue	06-15-382-104	7-Dec-15	TBD	$379,800
42	400 Bryant Street	400 Bryant Street	06-27-212-002	7-Dec-15	TBD	$180,000

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43	225 Parsons Avenue	225 Parsons	06-15-139-001	6-Jun-16	TBD	$177,771.00
		1208 N Edwards St	06-15-128-015	6-Jun-16	TBD	
		215 E Bush St	06-15-129-004	6-Jun-16	TBD	
		219 E Bush St	06-15-129-015	6-Jun-16	TBD	
		221 E Bush St	06-15-19-003	6-Jun-16	TBD	
		223 E Bush St	06-15-129-014	6-Jun-16	TBD	
		909 Scudder Ct	06-15-144-015	6-Jun-16	TBD	
		825 Scudder Ct	06-15-149-009	2-Apr-18	TBD	$0.00
		823 Scudder Ct	06-15-149-008	2-Apr-18	TBD	$0.00
		815 Scudder Ct	06-15-179-006	2-Apr-18	TBD	$0.00
		819 Scudder Ct	06-15-149-007	2-Apr-18	TBD	$0.00
		811 Scudder Ct	06-15-179-011	2-Apr-18	TBD	$4,300.00
		926 N Edwards St	06-15-143-016	2-Apr-18	TBD	$11,434.00
		229 E Frank St	06-15-179-001	2-Apr-18	TBD	$0.00
		208 Parsons St	06-15-144-001	2-Apr-18	TBD	$17,400.00
44	1910 Parkview Avenue	1910 Parkview	06-29-497-016	6-Jun-16	TBD	$68,589.00
		1923 Whites Rd	06-29-497-014	6-Jun-16	TBD	
45	1825 S. Park Street	1825 S. Park Street	06-27-103-003	6-Jun-16	TBD	$171,793.00
46	412 Howard Street	412 Howard Street	06-22-366-002	20-Apr-17	TBD	$940,589.00
47	Foundry Phase II	100 Rochester Ave	06-15-454-001	21-Sep-17	TBD	$13,300.00
		155 Rochester Ave	06-15-445-001	21-Sep-17	TBD	$21,758.00
		155 Rochester Ave Rear	06-15-445-002	21-Sep-17	TBD	$0.00
48	215 West Lovell St. and 418/424 South Rose St	215 West Lovell Street	06-22-104-002	21-Dec-17	TBD	$0.00
		418 South Rose Street	06-22-104-001	21-Dec-17	TBD	$37,940
		424 South Rose Street	06-22-109-001	21-Dec-17	TBD	$0.00
49	303 North Rose Street	303 North Rose Street	06-15-319-101	2-Apr-18	TBD	$684,800.00
50	619 Porter Street & 316 E. North Street	619 Porter Street	06-15-261-005	2-Apr-18	TBD	$27,778.00
		316 East North Street	06-15-260-003	2-Apr-18	TBD	$0.00
51	180 E Water St	139 North Edwards Road	06-15-348-253	16-Jul-18	TBD	$0.00
		162 East Water Street	06-15-347-247	16-Jul-18	TBD	$0.00

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52	4200 Davis Creek Court	4200 Davis Creek Court	06-36-459-003	01-Oct-18	TBD	$632,200
		4233 Davis Creek Court	06-36-480-001	01-Oct-18	TBD	$0.00
		3603 E Kilgore Road	06-36-490-002	01-Oct-18	TBD	$0.00
53	615 W Kalamazoo Ave	615 W Kalamazoo Ave	06-16-437-104	01-Oct-18	TBD	$79,539
		West 66.02ft of 708 Eleanor St	06-16-441-020	01-Oct-18	TBD	$38,822

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Summary of Significant Changes
Fifth Amendment to Revised Brownfield Plan
September/October 2018

A) Add Chapter 52) 4200 Davis Creek Court
- Basis of Eligibility: Facility
- Parcel Addresses: 4200 Davis Creek Court; 4233 Davis Creek Court; 3603 E. Kilgore Road
- Estimate of Eligible Activities: $800,000
- Estimate of Potential Redevelopment Investment: $4.2 Million
- Jobs Created: Approximately 50
- Use: Expansion of Schupan Aluminum's manufacturing and distribution facility.

B) Add Chapter 53) 615 West Kalamazoo Avenue
- Basis of Eligibility: Facility
- Parcel Addresses: 615 West Kalamazoo Avenue
- Estimate of Eligible Activities: $600,000
- Estimate of Potential Redevelopment Investment: $10.4 Million
- Jobs Created: Approximately 18 to 24
- Use: Construction of new mixed-use 3-story building.

C) Amend Chapter 25) 1101 Portage Street
- Add project description
- Revise estimate of captured taxable value and estimate of annual taxes captured
- Basis of Eligibility: Facility
- Parcel Addresses: 1101 Portage Street
- Estimate of Eligible Activities: Up to $730,000
- Estimate of Potential Redevelopment Investment: $14.15 Million
- Jobs Created: Approximately 20
- Use: New construction of an approximate 59,000 square foot three-story mixed use building.

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: Jerome Kisscorni, Assistant City Manager

PREPARED BY: Rebekah Kik, Director Community Planning & Development

DATE: 8/28/2018

SUBJECT: Sale of City-owned property at 3120 and 3122 Oakland Drive

RECOMMENDATION

It is recommended that the City Commission approve the sale of the City-owned lots at 3120 (Parcel no. 06-29-474-012) and 3122 (Parcel no. 06-29-474-011) Oakland Drive to Consumers Credit Union for $15,000.00.

BACKGROUND

This vacant lot made up of two parcels is a total of .245 acres. The lot is located in Zone CN-1, Commercial - Neighborhood Commercial District. The parent parcel was originally purchased for $155,000 to increase the right of way at the Parkview and Oakland intersection.

The parcels are valued at a total of $30,000. The $15,000.00 sale price is consistent with similar sales of city-owned, underutilized land and the City Manager has the authority to offer the parcels at this lower price. The Redevelopment and Purchase Agreement stipulates that Consumers Credit Union will follow the attached purchase addendum and development plan.

POLICY CONSIDERATIONS

Commercial development on this site is consistent with the zoning and future land use.

COMMUNITY RESOURCES CONSULTED

Consumers Credit Union engaged the Oakwood and Oakland Winchell Neighborhood associations with information regarding the project.

FISCAL IMPACT

Vacant properties held by the City with no intended community project will result in a tax liability to this department.

The property was purchased with MDOT funds for the streets project. There is no current carrying value for the

split parcels and there will be no impact to the City's capital assets as a result of this sale.

ATTACHMENTS:

	Type	Description
🗋	Agreement	Purchase Agreement
🗋	Site Plan	Development Site Plan
🗋	Agreement	Agreement Addendum for 2 parcels

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

This Addendum to Commercial Purchase Agreement ("Agreement") dated July 16, 2018 regarding the parcel owned by the City at the corner of Parkview Avenue and Oakland Drive, commonly known as 3122 Oakland Drive, Parcel No. 06-29-474-011, and more particularly described in Exhibit A, revises the Agreement as follows:

A. For purposes of the Agreement the Seller shall convey the Property to Purchaser under a covenant deed and not a warranty deed. Therefore all references to warranty deed in the Agreement shall mean covenant deed.

B. Under Paragraph 4 – Earnest Money Deposit. The Earnest Money Deposit shall go to Chicago Title Insurance Company under an Escrow Agreement.

C. Under Paragraph 6(b) – Title Insurance. Seller is responsible to only pay the premium for the Owner's ALTA Title Policy with Standard Exceptions. Purchaser is responsible for paying the added premium charged for a policy without exceptions and any additional endorsements Purchaser requests.

D. Paragraph 12 – Seller's Closing Obligations is replaced to state:

At closing Seller shall deliver the following to Purchaser:
(a) A covenant deed conveying title to the Property in the form satisfactory to Purchaser.
(b) An affidavit pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person or other foreign entity, and setting forth Seller's tax identification number.
(c) All conveyances and discharges necessary to confirm unencumbered title to the Property in Purchaser, except for any Permitted Exceptions.
(d) The closing statement and any other documents or activities that Chicago Title Insurance Company requests, or is required under this Agreement or by law in order to consummate the Closing and permit the issuance of a policy of title insurance insuring Purchaser's interest in the Property as provided in the Agreement.

E. Paragraph 13 – Purchaser's Closing Obligations shall include: Purchaser shall have submitted and received tentative approval of the site plan for the project that reflects the rendering, plans and discussions Purchaser and its agents have had with the Seller leading up to the Agreement.

F. Paragraph 15 – Notices. If to Seller:

James K. Ritsema, City Manager
241 West South St.
Kalamazoo, MI 49007
(269) 337-8047
ritsemaj@kalamazoocity.org

With copy to: Clyde J. Robinson, City Attorney
241 West South St.
Kalamazoo, MI 49007
(269) 337-8185
robinsonc@kalamazoocity.org

G. Paragraph 19 – Brokerage Fee. Under this Paragraph should note that Michael Mair is acting as an agent for Purchaser.

H. Paragraph 20(b) – Purchaser's Default is replaced to read:

If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default or failure to perform, Seller may, at Seller's option and as its sole remedy, elect to either: (i) specifically enforce the terms of this Agreement in law or equity; or (ii) demand and be entitled to receive the Earnest Money Deposit.

I. Delete Paragraph 26.

J. Paragraph 33 – Confidentiality is replaced to read:

FREEDOM OF INFORMATION ACT. Purchaser understands that all documents, with the exception of any protected confidential financial information, submitted by Purchaser to Seller may be subject to release under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976 ("FOIA"), and that Seller has the final determination regarding to what extent such documentation should be released, partially or in their entirety. No claim of trade secrets or other privilege or exception to FOIA will be asserted by Purchaser as it relates to this Agreement or such other documents pertaining to this transaction.

K. Under Paragraph 35 – Other Provisions. The Agreement shall include the following provisions:

(a) The Agreement, including this or subsequent Addendums, is only effective if approved by the City Commission for the City of Kalamazoo.

Dated: _____, 2018

City of Kalamazoo

_____
By: James K. Ritsema
Its: City Manager

Purchaser accepts the above Addendum.

Dated: _____, 2018

Consumers Credit Union

_____
By: Scott Sylvester
Its: Chief Operating Officer

EXHIBIT A

Section 29 T2S, R11W; Commencing at the southeast corner of the SW 1/4 of the SE 1/4 of Section 29 T2S, R11W; thence West 118.4ft along the south line of Section 29; thence North 30.0ft to the point of beginning; thence North 68.0ft; thence East 86.65ft parallel with the south line of Section 29 to a point which lies 20.0ft West of the west right-of-way line of Oakland Drive as originally established; thence Southwesterly 73.19ft to a point 30ft North of the south line of Section 29, said point also being 60ft East of the point of beginning; thence West 60.0ft parallel with the south line of Section 29 to the point of beginning. Containing 4,972 sq. Ft. (0.11 acres) of land, more or less.

1 STORY BUILDING
AKLAND DRIVE

EXIST SIGN
W/CONC
PLANTER

DECK

NEW RETAINING
WALL

5,310 SF
MULTI-TENANT
BUILDING

SIGN

EXIST POWER
POLE, TYPICAL

DUMPSTER
ENCLOSURE

43 TOTAL
PARKING
STALLS

A5201

LEASE SPACE

3000sf
CONSUMER'
CREDIT UNI

OAKLANI

N16°38'04"E 78.79'

DRIVE TH

CHAIN LINK FENCE

3122 OAKLAND DRI
CITY OF KALAMAZO
PUBLIC SERVICES

EXIST
ELEC.
MH

PED.
PUSH
BUTTON

NEW
SIGN

N88°53'10"W 120.0'

EXIST CONC. W

DESIGN LEVEL 1

3D View 1

SCALE:

A-S001

Consumers Credit Union Parkview

3D View 3

SCALE:

3D View 4

AS002

Consumers Credit Union Parkview

SECOND ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

This Second Addendum to Commercial Purchase Agreement ("Agreement") dated July 16, 2018 regarding the parcel owned by the City at the corner of Parkview Avenue and Oakland Drive, commonly known as 3122 Oakland Drive, Parcel No. 06-29-474-011 revises the Agreement as follows:

A. Under Paragraph 1 – Property Description. The Property the City will sell to Purchaser will include both the parcel at 3122 Oakland Drive, Parcel No. 06-29-474-011 and the parcel at 3120 Oakland Drive, Parcel No. 06-29-474-012. Both parcels for fully described in attached Exhibit A.

B. Under Paragraph 2 – Purchase Price. The purchase price for the Property now described in Exhibit A shall be Fifteen Thousand ($15,000) Dollars.

The City of Kalamazoo as Seller and Consumers Credit Union as Purchaser understand that the Agreement for the sale and purchase of the Property to be submitted to the City Commission for approval includes the Commercial Purchase Agreement dated July 16, 2018, as revised by the First Addendum accepted by Purchaser on _____, 2018 and by this Second Addendum.

Dated: _____, 2018

City of Kalamazoo

_____

By: James K. Ritsema
Its: City Manager

Dated: _____, 2018

Consumers Credit Union

_____

By: Scott Sylvester
Its: Chief Operating Officer

EXHIBIT A

3120 Oakland Drive (Parcel No. 06-29-474-012)

Section 29 T2S R11W; Commencing at the southeast corner of the SW 1/4 of the SE 1/4 of Section 29 T2S R11W; thence North 88deg 53min 10sec West 118.4ft along the south line of Section 29; thence North 30ft to the point of beginning; thence North 88deg 53min 10sec West 120ft parallel with the south line of Section 29; thence South 14ft to a point 16ft North of the south line of Section 29, said point being on the north line of Parkview Avenue as originally established; thence South 88deg 53min 10sec East 208.2ft parallel with the south line of Section 29 to the west right-of-way line of Oakland Drive as orginally established; thence North 12deg 20min 00sec East 206.79ft along the west right-of-way line of Oakland Drive as orginally established; thence North 88deg 53min 10sec West 1.0ft parallel with the south line of Section 29; thence South 18deg 44min 30sec West 48.42ft; thence South 16deg 58min 06sec West 76.79ft; thence North 88deg 53min 10sec West 10ft parallel with the south line of Section 29; thence Southwesterly 73.19ft to a point 30ft North of the south line of Section 29, said point also being 60ft East of the point of beginning; thence West 60.0ft parallel with the south line of Section 29 to the point of beginning.

3122 Oakland Drive (Parcel No. 06-29-474-011)

Section 29 T2S, R11W; Commencing at the southeast corner of the SW 1/4 of the SE 1/4 of Section 29 T2S, R11W; thence West 118.4ft along the south line of Section 29; thence North 30.0ft to the point of beginning; thence North 68.0ft; thence East 86.65ft parallel with the south line of Section 29 to a point which lies 20.0ft West of the west right-of-way line of Oakland Drive as originally established; thence Southwesterly 73.19ft to a point 30ft North of the south line of Section 29, said point also being 60ft East of the point of beginning; thence West 60.0ft parallel with the south line of Section 29 to the point of beginning. Containing 4,972 sq. Ft. (0.11 acres) of land, more or less.