



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, December 2, 2019

7:00 PM

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve items “1-6” and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a 3-year term contract with Continental Linen Services for industrial uniform rental and cleaning services for staff use within the Department of Public Services in the amount of \$200,000, solely based on cost.
2. Approval of a purchase and installation of new sprinklers with Spartan Distributors for Eastern Hills Golf Course in the amount of \$354,079.29.

3. Approval of a change order with SWT Excavating for the 2019 Lead Services Replacement Project in the amount of \$700,000.00 for an additional 93 service line replacements.
4. Approval of a contract with Mall City Mechanical for HVAC upgrades at the Central Pumping Station and Fourth Floor at City Hall in the amount of \$700,200 and approve a budget transfer of \$70,000 from the General Fund to the Capital Improvements Fund.
5. Adoption of a RESOLUTION setting a public hearing on December 16, 2019 to receive comments on the proposed expansion of Industrial Development District #10 at 1421 North Pitcher Street.
6. Adoption of a RESOLUTION approving the Purchase Agreement with the Northside Association for Community Development (NACD) for the parcel located at 447 W North Street for an affordable housing development.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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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.



City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.1.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Brianna Clawson, Support Services Division Manager

DATE: December 2, 2019

SUBJECT: Contract for Industrial Uniform Rental and Cleaning Services - Bid Ref#98386-006.0

RECOMMENDATION:

It is recommended that the City Commission approve a 3-year term contract for industrial uniform rental and cleaning services with Continental Linen Services in the amount of \$200,000 for staff use within the Department of Public Services solely based on cost. There is one 2-year contract extension option available.

The City of Kalamazoo does not accept the \$5,000 gift certificate to be used toward safety outerwear in the Continental Linen Services catalogue as offered on page 5 of the bid response.

BACKGROUND:

Presently, the staff at the Department of Public Services is provided with uniforms for health and safety reasons as well as per contractual agreement with Union employees. Continental Linen Services is currently providing the service. This contract was bid for a contract period that will be effective upon execution.

Public Services determined for the safety of its workers it is prudent to provide ANSI Class 3 high visibility t-shirts as a uniform option. The current vendor, Continental Linen Services, was consulted in January 2019 to determine if they could accommodate this additional uniform type needed by the department. The vendor responded they were not able to provide these uniforms. At that time a purchasing co-operative was identified for uniforms that met the needs of the department. In July 2019 the department moved forward with a recommendation to utilize the purchasing co-operative. When presented on the agenda at the August 5th Commission meeting the current vendor expressed discontent that this was not vetted through the bidding process. The Commission instructed the Department to issue a bid. In their bid response, Continental

Linen Services provided a cost for the ANSI Class 3 high visibility t-shirts. The department and purchasing division confirmed with the manufacturer that these items are prototypes and will begin production approximately mid-November 2019. It should be noted these are not currently in service and therefore questions remain regarding availability and serviceability. It is expected the level of service will meet all contract requirements.

Formal bids were solicited by the Purchasing Division with three bids being received. Continental Linen Services was determined to be the lowest responsive bidder over the 3-year period. Consequently, Continental Linen Services is being recommended for this bid reward.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
Environmental and Safety Management	Conduct all Public Services Department Water, Wastewater, Stormwater, Streets, Traffic, Solid Waste and Cemetery operations in accordance with required local, state and federal regulatory mandates at all times in regards to safety inspections, training, and maintenance.

This program/project has a high degree of impact on the following Strategic Goal(s):



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

FISCAL IMPACT:

Funds for this contract were budgeted in the 2019 fiscal year departmental budgets for Public Services and will continue to be budgeted in the on-going operational budgets for the length of the contract.

BID RESULTS SUMMARY

PROJECT: Industrial Uniform Rental &
Cleaning Services

DATE: November 15, 2019

BIDDERS SOLICITED: 15

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 0

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 98386-006.0

MBE/WBE AWARDED: No

ISSUE DATE: August 29, 2019

BID OPENING: September 26, 2019

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Continental Linen Service	Year 1 \$4.857 Year 2 \$5.125 Year 3 \$6.738	Kalamazoo, MI
*Unifirst Corporation	Year 1 \$5.152 Year 2 \$5.152 Year 3 \$5.152	Grand Rapids, MI
Maurer's Textile Rental Service, Inc.	Year 1 \$6.78 Year 2 \$6.78 Year 3 \$6.77	Lansing, MI

*Vendor did not bid all items.

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.2.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Prepared by: Steve Vicenzi, CFO/Director of Management Services

DATE: December 2, 2019

SUBJECT: Approval for DM Golf, LLC to purchase and install new sprinklers from Spartan Distributors for Eastern Hills Golf Course - Bid Ref#00000-019.133

RECOMMENDATION:

It is recommended that the City Commission approve DM Golf, LLC to purchase and install new sprinklers from Spartan Distributors for Eastern Hills Golf Course in the amount of \$354,079.29.

BACKGROUND:

The Kalamazoo Municipal Golf Association (KMGA) board has recommended the purchase and installation of new sprinklers at the Eastern Hills golf course. The current sprinkler system is out of date and requires a significant amount of manual labor to run. New sprinklers would allow for labor to be saved and reallocated to other course needs. This is being recommended for approval to guarantee pricing at current year's rates. As weather allows, sprinklers could start to be replaced in 2019 with completion of the project in early 2020 to avoid interruption of course utilization during peak season.

STRATEGIC VISION ALIGNMENT:



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform (one-way conversation) – no feasible alternatives available due to legal/regulatory restrictions, standards and best practices, or resource limitations; the community will be made

aware of the project.

FISCAL IMPACT:

Under the current management contract with DM Golf, LLC, payments related to the financing of the project will be the responsibility of the management company. The City would only be responsible if the current management contract was cancelled.



City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.3.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Anna Crandall, EIT Senior Civil Engineer

DATE: December 2, 2019

SUBJECT: Change Order for Additional Service Replacements for the 2019 Lead Services Replacement Project - Bid Reference # 91242-001.0

RECOMMENDATION:

It is recommended that the City Commission approve a change order with SWT Excavating for the 2019 Lead Services Replacement Project, in the amount of \$700,000.00 for an additional 93 service line replacements.

BACKGROUND:

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) is requiring that all existing lead service lines be replaced. In an effort to be proactive about the lead service replacement, the Department of Public Services is having all lead service lines replaced which are identified on streets that are nearing the need for rehabilitation. Public Services identified an additional 93 houses with non-copper services or services with undefined material for the 2019 project. Public Services has been satisfied with the work performed by SWT Excavating and recommends the approval of this change order.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
Service Line Repair and Replacement	Repair and Replacement of Service lines that provide water to the home, business, etc.

This program/project has a high degree of impact on the following Strategic Goal(s):

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Discussion:
Internal

Engagement/Communication Tools

FISCAL IMPACT:

Funding
2019 Water Capital - wat0600396 \$700,000.00
Costs: \$700,000.00



City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.4.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: James J. Baker, PE, Public Services Director & City Engineer
Prepared by: Rick Watson, Facilities Maintenance Manager

DATE: December 2, 2019

SUBJECT: HVAC Improvements for Central Pumping Station and Fourth Floor at City Hall
- Bid Ref# 92567-002.0

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Mall City Mechanical for HVAC upgrades at the Central Pumping Station and Fourth Floor at City Hall in the amount of \$700,200. It is also recommended that the City Commission approve a budget transfer from the General Fund capital outlay to the Capital Improvements Projects Fund in the amount of \$70,000 to cover the cost of this contract.

BACKGROUND:

The HVAC at the City's Central Pumping Station was installed in 1984 when the station was built, it is beyond its useful life and staff are having issues getting replacement parts.

The fourth floor at City Hall was redesigned to better serve the entire area after the remodel for 311 space. This equipment is 25 years old and in need replacement.

The Purchasing Division solicited bids for this work and Mall City Mechanical was the low responsive bidder. Both upgrades will provide better temperature control and be more energy efficient than the current systems.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
Building Automation	Maintenance of heating, ventilation, and air-conditioning,

System Maintenance lighting, and access control systems of city-owned buildings.

This program/project has a high degree of impact on the following Strategic Goal(s):
Good Governance

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The Central Pumping Station upgrades project #wat0800046 is included in the Water Capital Improvement Plan approved budget. The funding for this contract will be available with the existing budget and transfers from funds available from excess budgets within the Water Capital Improvement budget.

The City Hall 4th Floor Upgrades project #cip0600037 is included in the Capital Improvements Program Fund approved budget. The funding for this contract will be available with the existing budget and the requested transfer from the General Fund. The General Fund transfer funding is available from unspent capital outlay funds in the Public Services adopted budget.

BID RESULTS SUMMARY

PROJECT: HVAC Improvements – 4th Floor City Hall
and Central Pumping

DATE: 11/20/19

BIDDERS SOLICITED: 110

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 11

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 92567-002.0

MBE/WBE AWARDED: No

ISSUE DATE: October 1, 2019

BID OPENING: October 30, 2019

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Mall City Mechanical Inc.	¹ \$700,200.00 ² \$700,200.00	Kalamazoo, MI
R. W. LaPine, Inc.	¹ \$727,342.00 ² N/A	Kalamazoo, MI
Pro Services Inc.	¹ \$756,000.00 ² \$756,000.00	Portage, MI

¹WITH Prevailing Wages Bid

²WITHOUT Prevailing Wages Bid

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.5.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: Rebekah Kik, Director of Community Planning and Economic Development
Prepared by: Antonio Mitchell, Development Project Coordinator

DATE: December 2, 2019

SUBJECT: Resolution Setting a Public Hearing to Expand Industrial Development District #10 for Graphic Packaging

RECOMMENDATION:

It is recommended that the City Commission adopt a RESOLUTION setting a public hearing on December 16, 2019 to receive comments on the proposed expansion of Industrial Development District #10 at 1421 North Pitcher Street.

BACKGROUND:

Graphic Packaging International LLC plans to invest \$600 million into the north side Kalamazoo plant to install a new paperboard machine on a vacant brownfield site. Graphic Packaging (GP) specializes in coated and recycled cardboard paper production. The expansion project in Kalamazoo will allow GP to manufacture approximately 900,000 tons of coated recycled paperboard annually in Kalamazoo, representing 44 percent of North America production of the product.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name

Business Opportunities: Develop and support a diverse mix of businesses and industries by and with residents that meet the needs of the neighborhood and attract the local workforce to encourage economic growth and stability.

Program
Description

Economic Assistance: Use investments, incentives, and policies to reach

community wide goals for affordable housing, increased public transportation, local business success, and to avoid involuntary displacement.

This program/project has a high degree of impact on the following Strategic Goal(s):



Economic Vitality - A supportive infrastructure for growing businesses and stabilizing the local economy for the benefit of all.

Discussion

Business Opportunities: Develop and support a diverse mix of businesses and industries by and with residents that meet the needs of the neighborhood and attract the local workforce to encourage economic growth and stability.

Economic Assistance: Use investments, incentives, and policies to reach community wide goals for affordable housing, increased public transportation, local business success, and to avoid involuntary displacement.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Consult (two-way conversation) – the community will have a chance to react to the project through two-way conversation.

Discussion:

Graphic Packaging International LLC staff engaged the local community at several public hearings in the City of Kalamazoo and in Kalamazoo County. The local community residents were provided the opportunity to provide community input on the expansion project.

Engagement/Communication Tools

Graphic Packaging International LLC participated in the following public hearings.

- Kalamazoo County Brownfield Redevelopment Authority
- City of Kalamazoo Brownfield Redevelopment Authority
- City of Kalamazoo Zoning Board of Appeals
- City of Kalamazoo City Commission

FISCAL IMPACT:

The City Assessor's staff will complete a fiscal impact analysis based upon the company's PA 198 tax exemption certification application once it is submitted to the city and brought forward for City Commission consideration. Subsequent memoranda and attachments from staff will

contain this fiscal impact information.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION SETTING A TIME FOR A HEARING ON A REQUEST TO
AMEND AND ENLARGE AN INDUSTRIAL DEVELOPMENT DISTRICT**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on December 2, 2019 at or after 7:00 p.m., local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the City Commission established Industrial Development District 10 in 1976 for the property commonly identified as 1421 Pitcher St. This industrial district was amended in 2008.

Pursuant to 1974 PA 198, MCLA Sec. 207.551, et seq., Graphic Packaging International, INC., has requested that Industrial Development District 10 be amended and enlarged;

1974 PA 198 requires that in order to amend and enlarge a district, a hearing must first be held pursuant to notice;

NOW, THEREFORE, BE IT RESOLVED:

1. Said request shall remain on file in the Office of the City Clerk.
2. The City Commission shall meet at the City Hall in this City on December 16, 2019 and shall hold a public hearing at or after 7:00 p.m., local time, to hear testimony of the owners of the land and any resident or taxpayer desiring to appear and testify regarding the requested designation of the Industrial Development District.
3. The City Clerk shall give notice of such hearing by certified mail, posted at least ten (10) days prior to said hearing, to Graphic Packaging International, INC., and notice shall also be given by publication.
4. The notice of hearing shall be in substantially the following form:

CITY OF KALAMAZOO, MICHIGAN

NOTICE OF HEARING TO CONSIDER AMENDING AND ENLARGING AN INDUSTRIAL DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE, that the City Commission has been requested to amend and enlarge a Kalamazoo Industrial Development District No.10 which is, located in the City and County of Kalamazoo, and more accurately described as follows:

PARCEL 1

Address: 511 E Paterson Street

Parcel Number: 06-10-495-001

Legal Description: Commencing at a point 33 feet North of the point where the west line of Harrison Street as extended north intersects the south line of Section 10, Town 2 South, Range 11 West; thence West 336.86 feet to the east line of the former Chicago, Kalamazoo & Saginaw Railroad (now Norfolk Southern Railway Company); thence North 273.77 feet along said east line to the north line of the former Indian Reserve Line; thence East 328.45 feet along the former Indian Reserve line; thence South 274.85 feet to place of beginning.

PARCEL 2

Address: 1807 N Pitcher Street

Parcel Number: 06-10-405-001

Legal Description: Part of the South 1/2 of Section 10, Town 2 South Range 11 West, commencing at a point in the east line of the Penn Railroad right-of-way 556.16ft South 01deg 14min East from the E & W 1/4 line of Section 10; thence North 01deg 14min West 219ft; thence 301.52ft at an angle to the right of 90deg 14min to the west line of North Pitcher Street; thence South 219ft along the west line of North Pitcher Street; thence West 303.33ft parallel with and 717ft North of the north line of East Prouty Street to the point of beginning.

PARCEL 3

Address: 1819 N Pitcher Street

Parcel Number: 06-10-400-001

Legal Description: Part of the S 1/2 of Section 10-2-11 Beginning at the center post of Section 10; thence East 280.5ft more-or-less along the E&W 1/4 line of Section 10 to the west line of North Pitcher Street; thence South 333.27ft along the west line of North Pitcher Street; thence West 297.24ft more-or-less at an angle of 90deg 53min to the west line of North Pitcher Street to the easterly right-of-way line of the Pennsylvania Railroad (formerly the Grand Rapids and Indiana Railway); thence North 01deg 14min West 337.16ft along the easterly right-of-way line of the Pennsylvania Railroad (formerly the Grand Rapids and Indiana

Railway) to the E&W 1/4 line of Section 10; thence East 16.74ft more-or-less along the E&W 1/4 line of Section 10 to the center post of Section 10 and the point of beginning.

PARCEL 4

Address: 1401 Harrison Street

Parcel Number: 06-10-485-002

Legal Description: Part of Sect 10-2-11 Commencing at a point 308.3ft N and 1716.1ft E of S 1/4 post said Sect; thence W 493.42ft; thence NLY at an angle to the NE 89deg 7min 770.09ft; thence ELY at an angle to the SE 90deg 53min 481.55ft; thence SLY at a right angle 770ft to beg.

Also Sect 10-2-11 Com at the intersection of the NLY line of Paterson Street with the WLY line of Harrison Street as extended; thence N 1deg 43min W to a point 310.2ft N of S line Sect 10; thence E parallel with said S line 335.27ft; thence S 0deg 12min W 275.3ft to N line of Paterson Street; thence WLY along said N line 326.05ft to point of beginning.

Also, com at S 1/4 corner Sect 10-2-11; thence E along S line said Sect 1028.68ft to a point on center line of the main tracks of a railroad formerly of the Chicago, Kalamazoo & Saginaw Railway Company as located October 20, 1977; thence N 0deg 2min 0sec E along said center line 448.13ft; thence S 89deg 58min 0sec E 30ft to point of beginning of this description, said point being 30ft distant measured ELY & radially from the center line of the ELY most track of a railroad formerly of said Railway Company as located October 20, 1977; thence parallel with & 30ft distant from the center line said track, the following courses; thence on a curve to the NE, a distance of 74.6ft, said curve being concave to the SE (Radius = 781.5ft, Chord = 74.57ft bearing N 5deg 11min 0sec E); thence N 9deg 45min 50sec E 308.74ft; thence on a curve to the NE, a distance of 154.36ft, said curve being concave to the NW (Radius = 923.5ft, Chord = 154.18ft bearing N 4deg 42min 30sec E; thence N 0deg 43min 0sec E 451.61ft to a point distant 15ft measured SWLY & perpendicular to the center line of an industrial track of a railroad formerly of said Railway Company; thence parallel with & 15ft distant from the center line of said industrial track, the following courses; thence S 10deg 9min 20sec E 180.71ft; thence on a curve to the SE 85.5ft, said curve being concave to the NE (Radius = 461.42ft, Chord = 85.38ft bearing S 15deg 40min 20sec E); thence on a curve to the SE, a distance of 139.71ft, said curve being concave to the SW (Radius = 466.39ft, Chord = 139.19ft bearing S 12deg 4min 10sec E); thence S 0deg 9min 40sec E 727.85ft to a point distant 15ft measured WLY & perpendicular to SLY extension of the center line of said industrial track; thence S 89deg 49min 50sec W 151.44ft to a point distant 30ft measured ELY & radially from the center line said ELY most track; thence on a curve to the NW, parallel with & 30ft distant from the center line said track, a distance of 141.35ft, said curve being concave to the NE

(Radius = 994.77ft, Chord = 141.23ft bearing N 4deg 53min 10sec W to point of beginning Containing 110,284 square feet, m-or-l, or 2.532 Acres m-or-l. Entire parcel contains approximately 13.318 Acres

PARCEL 5

Address: 1500 E Paterson Street

Parcel Number: 06-10-452-001

Legal Description: Section 10-2-11 Com in ELY line Pitcher Street at its intersection with the E&W 1/4 line Sect 10; thence SLY along said ELY line 1002.73ft to center line Lucille Street, now vacated, for point of beginning; thence SLY along said ELY line to the N line of Elnora Street, vacated June 14, 1917; thence ELY along the N line of Elnora Street to the WLY r-o-w line Penn Central Railroad; thence NLY along said WLY line to a point 100ft N of the center line of Lucille Street, now vacated; thence WLY at right angles to said r-o-w 467.12ft; thence NLY parallel to ELY line of Pitcher Street 40ft; thence WLY parallel to the center line of Lucille Street, now vacated, 173ft to the ELY line of Pitcher Street; thence SLY along the ELY line of Pitcher Street 140ft to the center line of Lucille Street, now vacated, and to the point of beginning. Parcel contains approximately 16.253 acres Also including the following: Section 10-2-11 NORTHSIDE ADDITIONS Lots 1 thru 16 and TROWBRIDGE PLACE DIVISION A Lots 1 thru 21 and vacated Trowbridge Street and vacated Elnora Street More particularly described as follows: Com at the intersection of the ELY line of North Pitcher Street and the N line on Elnora Street (vacated June 14, 1917), said point being 688.82ft m-or-l N of the N line of East Paterson Street; thence ELY along said N line to the WLY r-o-w line of Penn Central Railroad; thence SLY & along a curve to the right along said r-o-w line to the N line of East Paterson Street; thence WLY along the N line of East Paterson Street to the ELY line of North Pitcher Street as now relocated; thence NLY along the ELY line of North Pitcher Street to the N line of Elnora Street, now vacated, and point of beginning. Parcel contains approximately 8.801 acres. Entire parcel is 25.054 Acres

PARCEL 6

Address: 1810 N Pitcher Street

Parcel Number: 06-10-408-001

Legal Description: Com on ELY line Pitcher Street at its intersection with the E&W 1/4 line Sect 10-2-11; thence SLY along said ELY line 145ft for point of beginning; thence continuing SLY along said ELY line 717.73ft to a point 140ft NLY of center line Lucille Street, now vacated; thence ELY parallel to said center line of vacated street 173ft; thence SLY parallel to ELY line Pitcher Street 40ft; thence ELY parallel to center line said vacated street & 100ft NLY thereof 467.12ft to WLY r-o-w line of Penn Central RR--Formerly LS&MS RR - thence NLY thereon 901.24ft to said E&W 1/4 li; thence WLY along said 1/4 line 578.9ft

to a point 75ft ELY of ELY line of Pitcher Street; thence SLY parallel to said Street line 145ft; thence WLY 75ft to point of beginning.

PARCEL 7

Address: 1421 N Pitcher Street

Parcel Number: 06-10-455-002

Legal Description: ADDITION OF DEWING & PARKER Lots 1-2-3-4-5-6, Block E. Also commencing at southwest corner of Lot 6, Block E; thence Southerly along the easterly right-of-way line of the Penn Railroad to a point 462ft northerly as measured along said right-of-way line from the north line of Paterson Street; thence East 312.19ft more-or-less to the west line of Pitcher Street; thence North along said west line to the SE corner of Block E; thence West along the south line of Block E to point of beginning. Also commencing at the intersection of the east line of Penn Railroad right-of-way & the northerly line of Paterson Street; thence Northerly along said right-of-way 462ft; thence Easterly parallel to the north line of Paterson Street 19Rods more-or-less to the west line of Pitcher Street; thence Southerly on the west line of Pitcher Street 214ft; thence Southeasterly along the relocated west line of Pitcher Street 75.1ft to the west line of Lot 9 of NORTHSIDE ADDITION; thence continuing along the relocated west line of Pitcher Street 97.58ft; thence Southwesterly along the relocated west line of Pitcher Street 72ft more-or-less to the north line of Paterson Street; thence West on the north line of Paterson Street 289.96ft to point of beginning. Contains approx. 10.254 Acres

PARCEL 8

Address: 501 E Paterson Street

Parcel Number: 06-10-473-001

Legal Description: Section 10-2-11 Com at S 1/4 corner said Sect 10; thence N 33ft to a point on NLY r-o-w line of Paterson Street; thence E along said r-o-w line 903.32ft to a point distant 40ft measured SELY & radially from center line of main track of railroad formerly of Chicago, Kalamazoo & Saginaw Railway Company as located September 30, 1977, said point also being point of beginning of this description; thence on a curve to the NE parallel with & 40ft distant from center line said track, a distance of 270.78ft, said curve being concave to the NW (Radius = 1270.0ft, Chord = 270.27ft bearing N 22deg 28min 20sec E) to a point distant 25ft measured WLY & perpendicular to center line of another main track of railroad formerly of said Railway Company; thence S 00deg 40min 30sec W parallel with & 25ft distant from said track center line, a distance of 249.76ft to a point on said NLY r-o-w line of Paterson Street; thence W along said r-o-w line 100.37ft to point of beginning Containing: 11,233 square feet, m-or-l, or 0.258 acres, m-or-l.

TAKE FURTHER NOTICE, that the City Commission will meet at City Hall in said City on December 16, 2019, at or after 7:00 p.m., local time, for the purpose of hearing owners of the land and residents and taxpayers of the City regarding the amending and enlargement of Industrial Development District No.10.

SCOTT A. BORLING, CITY CLERK

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

AYES, Commissioners:

NAYS, Commissioners:

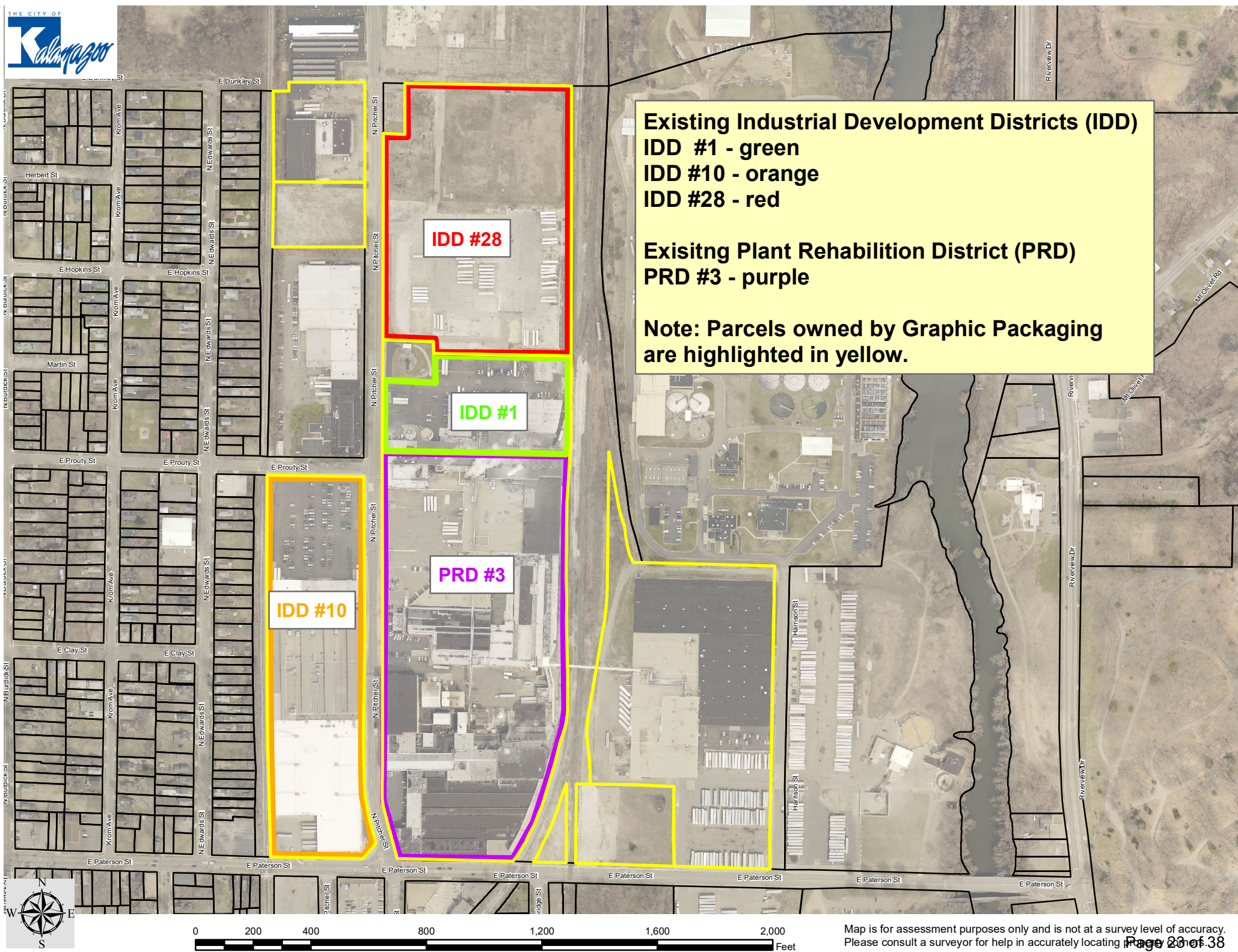
ABSTAIN, Commissioners:

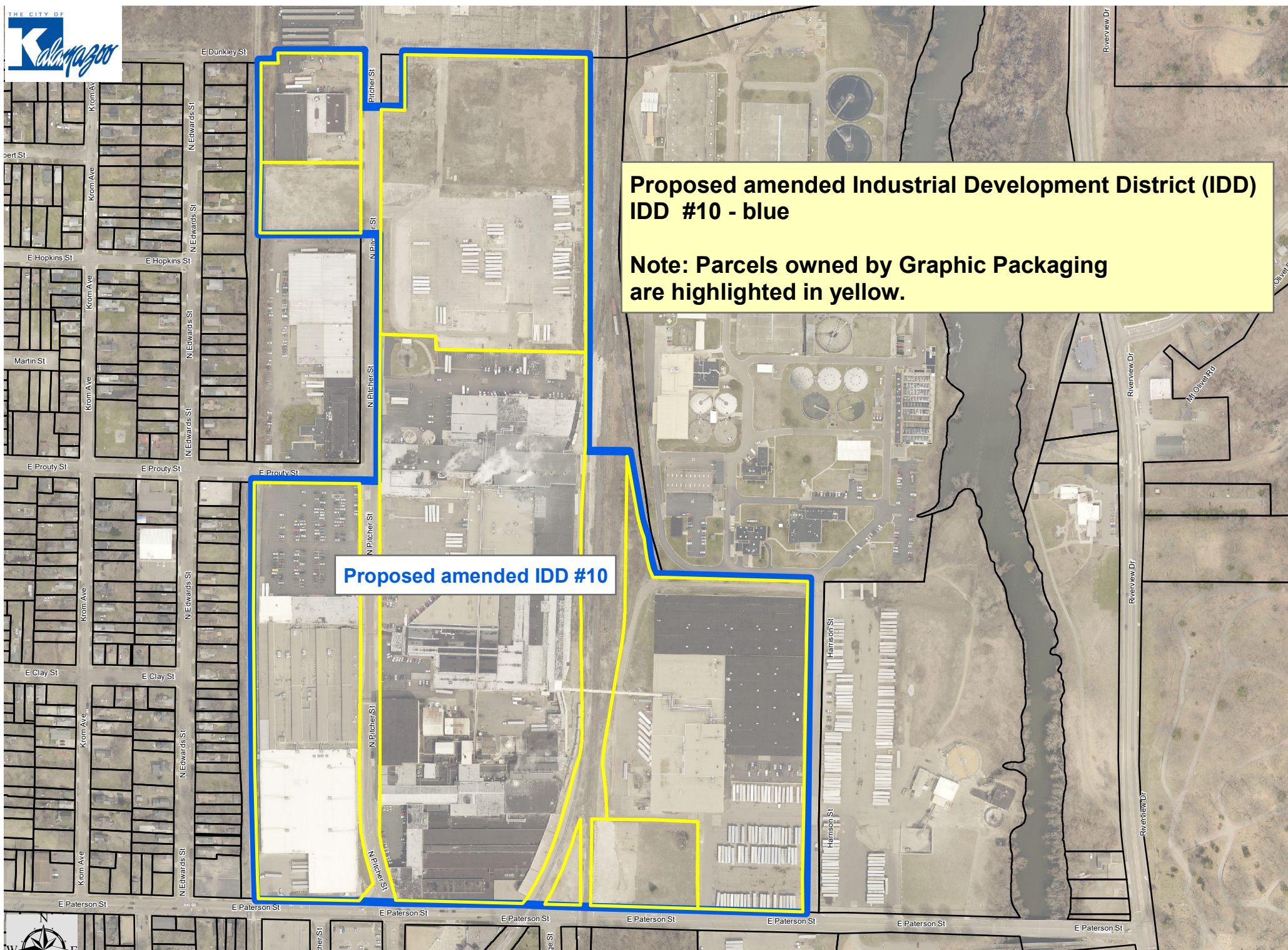
RESOLUTION DECLARED ADOPTED.

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 December 2, 2019. 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





Proposed amended Industrial Development District (IDD) #10 - blue

Note: Parcels owned by Graphic Packaging are highlighted in yellow.

Proposed amended IDD #10





City Commission Agenda Report

City of Kalamazoo

Date: **12/2/2019**

Item: **F.6.**

TO: Mayor Anderson, Vice Mayor Griffin, and City Commissioners

FROM: James K. Ritsema, City Manager
Reviewed by: Rebekah Kik, Director Community Planning and Economic Development
Prepared by: John Kneas, BRA Counsel

DATE: December 2, 2019

SUBJECT: Purchase Agreement with the Northside Association for Community Development for 447 W. North Street for an Affordable Housing Development.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution to approve the attached Purchase Agreement (Agreement) with Northside Association of Community Development (NACD) regarding the parcel at 447 W. North Street in the City of Kalamazoo; and authorize the City Manager, or his designee, to sign the Agreement and any further documents to complete the sale.

BACKGROUND:

The City's Brownfield Redevelopment Authority (BRA) acquired title to 447 West North Street (Property) under a quit claim deed with Adair Holdings, LLC on June 6, 2003. To clear some title issues with the Property, Adair agreed to transfer it to BRA and further to assign any interest it acquired in the Property from prior owners to the City of Kalamazoo. The City then acquired title through two quiet title judgments dated August 29 and September 15, 2003, respectively. The BRA quit claim deed and the two judgments were all recorded with the Register of Deeds. Consequently, to provide clear title to NACD both the BRA and City will need to sign the covenant deed to complete the transaction.

On April 10, 2019 NACD acquired 7 parcels, some of which abut the Property, for an affordable housing project (NACD Parcels). The funding for the NACD Parcels came from the Foundation for Excellence. NACD desires to purchase the Property for the planned affordable housing project. Considering the FFE funds were intended to assist NACD in acquiring all the parcels needed for its project, the purchase price for the Property is \$100.00. (The purchase price is also consistent with the City's goal to increase affordable housing in the community.)

The BRA approved the Agreement at its October 17, 2019 meeting.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name Program Description

Brownfield Site Acquisition and Management	Strategic land assembly, site acquisition, due diligence activities (e.g., environmental), marketing, site preparatory activities (e.g., demolition, debris removal), and maintenance (e.g., security) for redevelopment purposes
--	---

This program/project has a high degree of impact on the following Strategic Goal(s):



Economic Vitality - A supportive infrastructure for growing businesses and stabilizing the local economy for the benefit of all.

Discussion

By conveying this parcel to the NACD the City is working toward the goal of investing in core neighborhoods to encourage affordable housing. The NACD intends to combine this piece of property with other adjacent parcels in order to create a new development that will revitalize this part of the neighborhood corridor.



Shared Prosperity - Abundant opportunities for all people to prosper

Discussion

This project aligns with the goal of Shared Prosperity by supporting the NACD in providing services to address basic needs and well-being of the community through increasing affordable housing.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Collaborate - the community will have a chance to shape the project by providing feedback.

Discussion

City staff continue to collaborate with the NACD and residents of the Northside to revitalize the neighborhood corridor in alignment with the approved neighborhood plan. In particular, this parcel and the resulting development project works toward the goal of increasing affordable housing that is outlined in the neighborhood plan.

Engagement/Communication Tools

1. Meetings with NACD and community partners
2. Engagement during neighborhood planning to develop community vision and set goals for neighborhood corridor

FISCAL IMPACT:

The Property is currently tax exempt, and along with the other parcels NACD has acquired for the project, parcels are intended to go back on the tax rolls once developed and leased.

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY**

A RESOLUTION APPROVING PURCHASE AGREEMENT

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on October 17, 2019, at 7:30 o'clock a.m., local time, at the City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT, Members: *Bolton, Brown, Escamilla, Gulva, Hopewell, Novotny, Owens, Phillips, Vedula*

ABSENT, Members: *Hess, Schluter*

Recitals:

- A. BRA acquired title to 447 W. North Street in the City of Kalamazoo ("Property") under a quit claim deed with Adair Holdings, LLC on June 6, 2003. (The City also has title to Property through 2 quiet title judgments dated, respectively, August 29 and September 15, 2003.
- B. On April 10, 2019 Northside Association of Community Development ("NACD") acquired 7 parcels, some of which abut the Property, for an affordable housing project ("Purchaser Parcels").
- C. NACD desires to purchase the Property for the planned affordable housing project. (collectively, the "Property")
- D. Considering the FFE funds were intended to assist NACD in acquiring all the parcels needed for its project, the purchase price for the Property is \$100.00. (The purchase price is also consistent with the City's goal to increase affordable housing in the community.)
- E. BRA finds the construction of affordable housing not only revitalizes the Property but also extends to the neighbor, and therefore, the sale of the Property serves one of purposes under Act 381.

THEREFORE, IT IS RESOLVED as follows:

- 1. The Purchase Agreement (Agreement) with Northside Association of Community Development is approved.

2. The chair, and in her absence the vice-chair, are 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 August 15, 2019 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 Director Hopewell and supported by Director Brown.

AYES, Members: Bolton, Brown, Escamilla, Gulua, Hopewell, Novotny, Owens, Phillips, Vedma

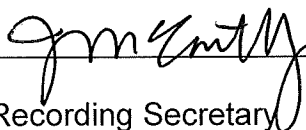
NAYS, Members: none

ABSTAIN, Members: none

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 October 17, 2019. 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.


Recording Secretary

CITY OF KALAMAZOO

RESOLUTION NO. _____

**A RESOLUTION APPROVING
PURCHASE AGREEMENT**

Minutes of a regular meeting of the City of Kalamazoo held on December 2, 2019, 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. The City of Kalamazoo Brownfield Redevelopment Authority (BRA) approved the Purchase Agreement (Agreement) with the Northside Association of Community Development (NACD) at its October 17, 2019 meeting.
- B. The Agreement involves a parcel of real estate at 447 W. North Street in the City of Kalamazoo (Property). BRA acquired title to the Property under a quit claim deed with Adair Holdings, LLC on June 6, 2003. Adair further agreed to assign any interest it acquired in the Property from prior owners to the City of Kalamazoo.
- C. The City then officially acquired title to Property through 2 quiet title judgments dated, respectively, August 29 and September 15, 2003.
- D. Because the BRA quit claim deed and the 2 judgments were all recorded with the Register of Deeds, both the BRA and City will need to sign the covenant deed for the Property at the closing of this transaction to provide clear title to NACD.
- E. On April 10, 2019 NACD acquired 7 parcels of real estate, some of which abut the Property, for an affordable housing project. The City assisted NACD in that purchase through Foundation for Excellence funds. NACD needs to acquire the Property for the planned project.
- F. Considering the FFE funds were intended to assist NACD in acquiring all the

parcels needed for its project, the purchase price for the Property is \$100.00. (The Project further meets the City's goal to increase affordable housing in the community.)

- G. The City Commission finds that the Agreement and the sale of the Property serves a legitimate public interest by placing exempt property back on the tax rolls.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The Purchase Agreement (Agreement) with Northside Association of Community Development is approved.
2. The City Manager, or his designee, is authorized to sign the Agreement and any further documents to complete the sale.

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 December 2, 2019. 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

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") dated _____, 2019 is among Northside Association of Community Development, a Michigan non-profit corporation, whose address is 612 N. Park Street, Kalamazoo, Michigan 49007 ("Purchaser"), 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 all references to "SELLER" shall collectively include the City and BRA.

Recitals:

A. BRA acquired title to 447 W. North Street in the City of Kalamazoo ("Property") under a quit claim deed with Adair Holdings, LLC on June 6, 2003. The Property was among several parcels in the northside BRA acquired from Adair, a Nebraska limited liability company, who had originally purchased the parcels under the former delinquent tax deed process. To clear some title issues with the Property, Adair agreed to transfer the Property to BRA and further to assign any interest it acquired in the Property from prior owners to the City of Kalamazoo. The City then acquired title through 2 quiet title judgments dated, respectively, August 29 and September 15, 2003. The BRA quit claim deed and the 2 judgments were all recorded with the Register of Deeds.

B. On April 10, 2019 Purchaser acquired 7 parcels, some of which abut the Property, for an affordable housing project ("Purchaser Parcels"). The funding for the Purchaser Parcels came from the Foundation for Excellence.

C. Purchaser desires to purchase the Property for the planned affordable housing project.

D. Purchaser and Seller desire to enter into this Purchase Agreement ("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 Property, as described above, is in the CC zoning district and more particularly depicted and described in attached Exhibit A.

3. CONSIDERATION. Purchaser agrees to purchase the Property from the City for the sum of One Hundred Dollars (\$100.00) ("Purchase Price"), and other good and valuable consideration as set forth in this Agreement. SELLER agrees to convey the Property by a covenant deed, in which SELLER covenants that it has not done or suffered anything that would have encumbered the Property during its ownership, to Purchaser simultaneously upon receipt of the Purchase Price.

4. TITLE INSURANCE. At the sole option and expense of Purchaser they may obtain a commitment to issue an owner's title insurance policy insuring Purchaser ("Title Commitment"). The Title Commitment must be acceptable to Purchaser in the reasonable exercise of their sole discretion. SELLER shall provide any surveys, affidavits and certificates required by the title insurance company if Purchaser elects to have the title policy without exceptions or with additional endorsements. Purchaser is responsible for paying the premium for the title policy and any added premium charged for a policy without exceptions and any such additional endorsements.

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.

5. INSPECTION. Once Purchaser has signed this Agreement, they or their agents, consultants, and designees ("Purchaser's Agents") may from time to time inspect the Property or conduct other investigations prior to the closing - unless a shorter period is specifically noted in another provision of this Agreement. Those inspections or investigations include, without limitation, site inspections, environmental investigations, title review, survey review, and other investigations (collectively "Due Diligence Activities").

6. SELLER'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the City represents and warrants to Purchaser, now and through the closing date, as follows:

A. There are no claims, legal proceedings or investigations by governmental entities relating to the Property, other than any lien against the Property for the costs incurred by SELLER in acquiring or improving the Property, which will be waived at closing.

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

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

7. CONTINGENCIES. The obligation of Purchaser to close the purchase of the Property is contingent upon:

A. Purchaser's reasonable satisfaction with the results of any inspections, environment assessments/reports or other due diligent activities done on their behalf regarding the Property;

B. All representations and warranties of SELLER set forth in this Agreement being true as of the closing date;

C. The SELLER having timely performed its obligations by the date of closing.

If any contingency is not satisfied by the date of closing, including any extension permitted under Paragraph 14, then Purchaser may terminate this Agreement by written notice to SELLER.

8. ENVIRONMENTAL ASSESSMENT. Purchaser may, at its own expense and for its own benefit, conduct all appropriate environmental inquiry within the meaning of Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, (Act 451). If such inquiry identifies the Property as a facility, Purchaser shall complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environment, Great Lakes and Energy ("EGLE") as provided under Act 451 (collectively, Environmental Assessments). Purchaser shall also maintain on file a Due Care Plan.

9. SELLER COMMITMENTS. The SELLER agrees to complete the following:

A. Provide copies of all available environmental reports for the Property. If there are any facts or conditions contained in the reports which are unacceptable to Purchaser, it shall have the right to terminate this Agreement by giving written notice to the SELLER as provided in Paragraph 14.

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

10. PURCHASER COMMITMENTS. In further consideration of the Purchase Price Purchaser agrees that within 1 year after closing they will begin construction of the project, the design of which is acceptable to SELLER under the site plan review process and in consideration of Imagine Kalamazoo infill housing strategy. Before any construction is begun, Purchaser shall obtain all necessary building and mechanical permits.

11. CLOSING. The closing shall occur within 60 days from the effective date of this Agreement under Paragraph 15, unless extended under Paragraph 14.

12. POSSESSION. Purchaser shall be entitled to sole and exclusive possession upon payment of the purchase price and receipt of the covenant deed to the Property.

13. TAXES. The Property is currently exempt from the payment of taxes. Beginning with December 31 of the year in which Purchaser acquired the Property, Purchaser shall be responsible for the taxes, if any, levied against the Property and the personal property located within the Property.

14. TERMINATION – CONDITION OF PROPERTY. Within ten (10) days following the receipt of documents from SELLER or the completion of Due Diligent Activities Purchaser will provide SELLER written notice of a list of any unacceptable conditions or matters ("Defects") relating to the Property ("Defect Notice"). Thereafter, SELLER shall have 10 days to notify Purchaser in writing if it will cure any such Defects contained in the Defect Notice. Purchaser shall then have 10 days to elect to waive the Defects and proceed to closing, extend the closing for 30 days, or terminate the Agreement.

If written notice is not timely given to the SELLER, Purchaser is considered to have accepted the Property in its "AS IS" condition and to have waived the right to terminate this Agreement under this Paragraph 14. If Purchaser notifies SELLER of its intent to terminate this Agreement under this Paragraph 14, neither party shall have any further rights or obligations under this Agreement.

15. SELLER APPROVAL. The approval by the SELLER is required before this Agreement is effective and binding. If that approval is not made within 60 days after Purchaser has signed this Agreement, then it is considered as automatically terminated.

16. SURVEY. SELLER makes no representations or warranties regarding the boundary lines of the Property. Purchaser, at their option and expense, may obtain an ALTA survey of the Property ("Survey").

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

18. MAINTENANCE AND CLOSURE. If Purchaser, or any entity in which Purchaser has a controlling interest, owns the Property, Purchaser agrees to continue to maintain the Property in accordance with all applicable federal, state or local laws, ordinances, specifically to include building, housing or zoning codes.

19. NOTICES. Any notice or other communication under this Agreement by one party to the other shall be in writing, signed by an authorized representative and delivered in person or by certified mail, postage prepaid with return receipt requested to the following:

Purchaser: Mattie Jordan-Woods
Executive Director
612 North Park Street
Kalamazoo, MI 49007

SELLER: James K. Ritsema
City Manager
241 West South Street
Kalamazoo, MI 49007

w/copies to the City Attorney at above
address

Each party shall notify the other of any changes in the address for the receipt of notices.

20. Real Estate Brokers. Neither party has retained the services of a real estate broker regarding this transaction. If a broker makes a claim for remuneration in connection with the Purchase, the party against whom the claim is made is responsible for paying any commission or other compensation for which the broker is entitled to receive.

21. Miscellaneous.

A. This Agreement shall bind and benefit the SELLER, Purchaser and their respective successors or assigns.

B. This Agreement may not be amended, altered or modified unless done in writing and signed by representatives of the parties who are so authorized.

C. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

D. This Agreement and the exhibits to this Agreement contain all the representations and statements by SELLER and Purchaser to one another and express the entire understanding between them about the purchase of the Property. All prior and contemporaneous communications concerning this transaction are merged in and replaced by this Agreement.

SIGNATURES INTENTIONALLY ON NEXT PAGE

Dated: October 17, 2019

CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY

By: 

Patricia M. Owens

Its: Chair

Dated: November __, 2019

CITY OF KALAMAZOO

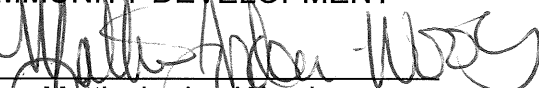
By: _____

James K. Ritsema

Its: City Manager

Dated: October 15, 2019

NORTHSIDE ASSOCIATION OF
COMMUNITY DEVELOPMENT

By: 

Mattie Jordan Woods

Its: Executive Director

K:Attydocs\JOHN\BRAINACD-Purch.Agmt.
10/03/19

EXHIBIT A

Land situated in the City of Kalamazoo, Kalamazoo County, State of Michigan, described as follows:

447 West North St. [Parcel No. 06-15-165-001]:

All that part of Lot 1 and Blank Lot between Lot 1 and easterly line of West Street - now Westnedge Avenue of the Plat of the Town (now City) of Kalamazoo, according to that plat as recorded in Liber 6 of Plats on Page 8, Kalamazoo County records, described as: beginning at a point on North line of Block 32, which is 19.5 feet West of Northeast corner of Lot 1; thence South 5 rods; thence West to the East line of Westnedge Avenue as occupied November 30, 1962 (supposed to be the West line of Section 15, Town 2 South, Range 11 West); thence North 5 rods to South line of North Street; thence East along the South line to point of beginning; which lies southeasterly of a line described as: beginning at a point on South line of the above described parcel which is 5 feet East of Southwest corner that parcel; thence North 13° 51' 32" East 41.18 feet; thence North 37° 36' 05" East 53.85 feet to a point of ending.

707 N. Westnedge Ave. [Parcel No. 06-15-289-105]:

Commencing on the west line of North Westnedge Avenue at the south line of WARREN C DEWEY'S ADDITION; thence West 5.5 Rods on said south line; thence South 8 Rods to the north line of West North Street; thence East 5.5 Rods along the north line of West North Street to the west line of North Westnedge Avenue; thence North 8 Rods along the west line of North Westnedge Avenue to beginning, excluding from the southeast corner of above described parcel, a triangle parcel being 30ft along the west line of North Westndge Avenue and 30ft along the north line of West North Street.