



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, January 6, 2020

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
 - a. National Mentoring Month

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

1. Public hearing to receive comments on the Fiscal Year 2020 Proposed Budget for the City of Kalamazoo. **(No action necessary)**

F. CONSENT AGENDA

(Action: Motion to approve items “1-15” and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a sole source purchase with Western Michigan University for the hydrogeological and geochemical evaluation of the Spring Valley Watershed in the amount of \$108,688.
2. Approval of the purchase of site furnishings for Bronson Park from Landscape Forms in the amount of \$117,456.50.
3. Approval of a professional services agreement with Prein and Newhof for construction engineering services for the 35th Street Water Main Extension Contamination Response Project in the amount of \$136,650.00.
4. Authorization of the payment of \$159,434 for the 2020 excess workers compensation premium.
5. Approval of a professional service agreement from InForm Architecture to provide architectural and engineering services for the Farmers' Market in the amount of \$290,480.
6. Approval of a one-year contract extension with the Michigan Municipal Risk Management Authority (MMRMA) through Ibex Insurance Agency, for property & casualty insurance annual premium and member loss fund deposit not to exceed \$983,310.00.
7. Approval of the 2020-2025 Audit Services Contract with Maner Costerisan in the amount of \$441,800.
8. First reading of an ordinance amending Article IV, Mobile Food Vehicle Vendors, which includes renaming this section Mobile Food Businesses.
9. Adoption of a RESOLUTION adopting and approving the Act 381 Brownfield Plan for Davis Creek Business Park, located at 2805 East Cork Street.
10. Adoption of the Support Emergency Operations Plan for the City of Kalamazoo.
11. Approval of an amendment to the wastewater sewer agreement with the Charter Township of Oshtemo so as to permit the Township to receive a federal Rural Utilities Service low-interest 40-year loan to improve its sewer system.
12. Approval of a grant contract with the Michigan Department of Environment, Great Lakes, and Energy for a Wellhead Protection Grant Program award in the amount of \$70,000.

13. Approval of a right-of-way encroachment license agreement for the developers of the 400 Rose project to install a canopy over a portion of the sidewalk on W. Lovell Street.
14. Approval of an easement to permit the developers of the 400 Rose project to occupy a narrow 40 inch landscape curb encroachment along the northern right of way of West Cedar St. for a distance of about 172.5 feet west from S. Rose St.
15. Approval of a purchase agreement with Texas Charter Township for property for the 6th Street South Elevated Water Storage Tank Project in the amount of \$27,500 and final paving of the park parking lot.

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

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



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **E.1.**

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: January 6, 2020

SUBJECT: Public hearing to receive comments on the Fiscal Year 2020 Proposed Budget for the City of Kalamazoo.

RECOMMENDATION:

It is recommended that the City Commission receive comments regarding the Fiscal Year 2020 Proposed Budget.

BACKGROUND:

Each year a resolution must be adopted to provide notice of a public hearing to be held prior to adoption of the budget. The hearing must take place prior to adoption of the budget and publication of a notice of said hearing must be published at least six (6) days prior to the hearing.

A resolution was approved on December 16, 2019 to set the hearing to take place at or after 7 p.m., local time, on January 6, 2020. The final budget actions by the City Commission are scheduled for January 20, 2020 and include the adoption of a General Appropriation Resolution for the Year of 2020 setting property tax millage rates, the final appropriations to be adopted by the City Commission for each fund and operation within the City, and other related actions such as resolutions regarding fee increases.

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.

Discussion

COMMUNITY ENGAGEMENT:

Consult (two-way conversation) – the community will have a chance to react to the project through two-way conversation. A public Work Session was held on December 9, to present the Proposed Budget and receive feedback from the City Commission and the Public at large.

FISCAL IMPACT:

No fiscal impact from holding the hearing. The Commission may request changes based on comments received.



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

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 & City Engineer
Prepared by: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: January 6, 2020

SUBJECT: Sole Source Purchase with Western Michigan University for Hydrogeological and Geochemical Evaluation of the Spring Valley Watershed (Bid Ref# 00000-020.3)

RECOMMENDATION:

It is recommended that City Commission approve a sole source purchase with Western Michigan University for the Hydrogeological and Geochemical Evaluation of the Spring Valley Watershed.

BACKGROUND:

Public Services had a desire to understand the impact surface water runoff near Spring Valley Park watershed had on Well Station 14 located in the park. To do that, a study characterizing ground/surface water interaction within the watershed, assessing the potential and seasonal timing of chloride concentrations in the park impoundment, evaluating the potential for eutrophication in the watershed, and investigating possible hydraulic connections between the impoundment water and the deeper water-supply aquifer was required. Public Services reached out to Western Michigan University to provide a proposal for an in-depth study of the Spring Valley watershed.

Western Michigan University proposed a two year project totaling \$108,677 to perform the requested study. Public Services approves of the proposed study and cost, and recommends approval of the purchase order.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

Water Quality Administration – Testing and Performing Chemical Adjustments According to State and Federal Regulations and Evaluating Water Quality Concerns and Making Necessary Changes.

This program/project has a high degree of impact on the following Strategic Goal(s):
Safe Community – Creating a safe environment for living, working, and playing.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Internal

Discussion:

Engagement/Communication Tools

FISCAL IMPACT:

The funding for the project is available in the City's 2020 and 2021 Water Operation and Maintenance Budget. Project funding and costs area as follows:

Funding:

2020 O&M 591-561-03-533-845.001 \$53,425.00

2021 O&M 591-561-03-533-845.001 \$55,263.00

\$108,688.00

Costs:

2020 Professional Services \$53,425.00

2021 Professional Services \$55,263.00

\$108,688.00

Title: Hydrogeological and Geochemical Evaluation of the Spring Valley Watershed

PI: Donald (Matt) Reeves, Western Michigan University

1.0 Introduction and Problem Statement

The Spring Valley watershed is small watershed located within the Kalamazoo Township that consists of numerous surface water features, including wet meadows, lakes and streams, and trends approximately northeast to southwest (Figure 1). The watershed extends to the northeast of Averill and Stears Lakes, with headwaters likely located near the intersection of East G Ave and North Sprinkle, and is hydraulically connected through a combination of surface and subsurface flow pathways that ultimately discharge into the Kalamazoo River. Of particular importance is the man-made impoundment at Spring Valley Park that was constructed in the 1940s. The impoundment is located near a Kalamazoo production water well, and the elevated water levels associated with the impoundment are thought to support heads in the underlying deeper aquifer system during pumping. Elevated chloride concentrations in water produced from the production well may be related to road salt applications within the watershed. The elevated chloride levels may also suggest that the impounded water may serve as a source of recharge to the deeper pumping well. The accumulation of excess nutrients that may lead to eutrophication in the impoundment is an additional concern.

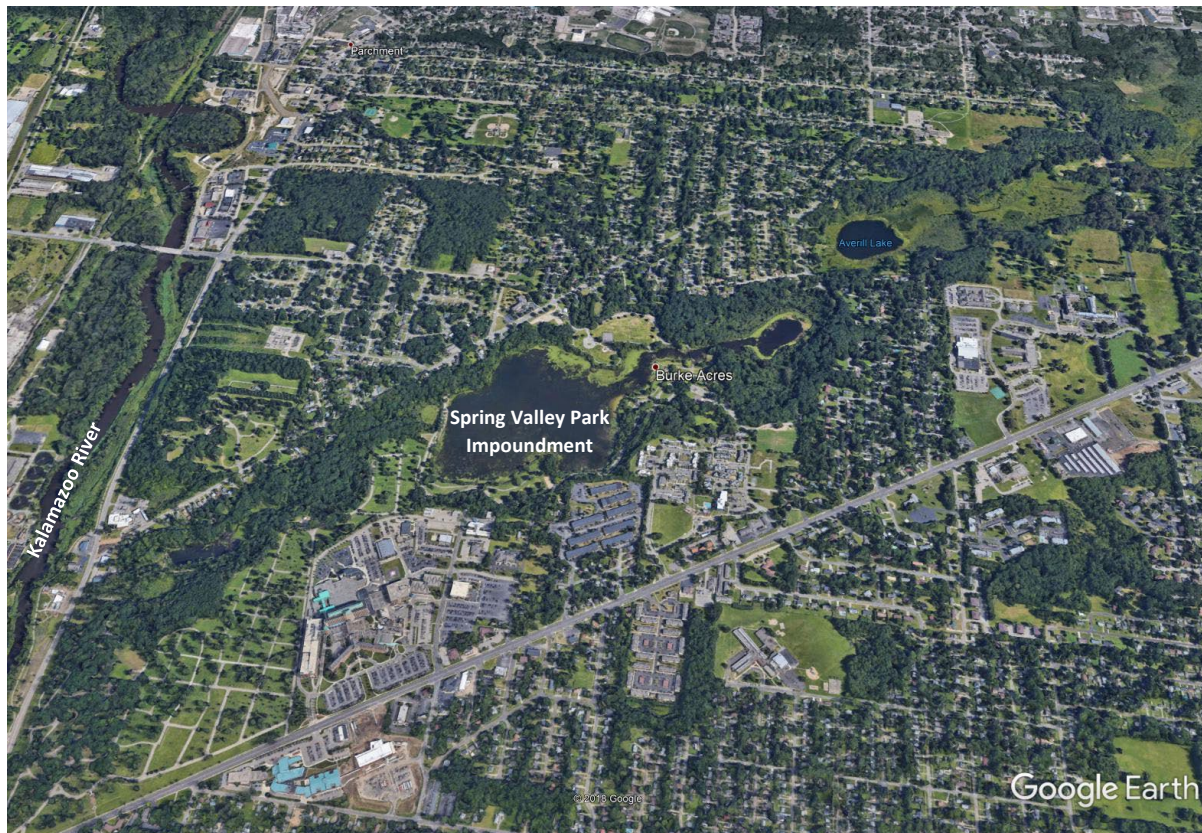


Figure 1. Google Earth image of Spring Valley watershed with the upper flow boundary (outside of figure) located to the northeast of Averill and Stears Lakes. The Spring Valley Park impoundment is located in the center of the image.

This proposal details an in-depth study of the Spring Valley watershed to: (1) characterize ground water-surface water interaction within the watershed, (2) assess the potential and seasonal timing of chloride concentrations in the Spring Valley Park impoundment, (3) evaluate the potential for eutrophication in watershed, and (4) investigate possible hydraulic connections between impoundment water and the deeper water-supply aquifer.

2.0 Scope of Work

The proposed work will consist of delineating the watershed based on digital elevation maps, characterizing surface water and ground water interaction, sampling surface water and shallow ground water, performing geochemical mass budgets of the impoundment based on water chemistry analyses, and investigating potential hydraulic connections between the impoundment water and the deeper production well. Each of these tasks are described in detail below.

2.1 Watershed Delineation

A high resolution digital elevation map (DEM) will be used to delineate the Spring Valley watershed. A GIS-based flow accumulation algorithm will be used to outline the watershed from the DEM. Locations of storm drains, culverts, and drainage features adjacent to and within the watershed will be identified. These features will be used to guide the locations of water sample collection.

2.2 Surface Water – Ground Water Interaction and Connection

The interaction between surface water and ground water can be characterized by measuring vertical hydraulic gradients between surface and ground water flow systems, and measuring the flux of water into and out of surface water bodies. A series of vertical hydraulic gradient measurements will be performed throughout the watershed using small-diameter mini-piezometers. These measurements will be used to identify areas within the watershed where: (i) ground water is discharging into surface water, (ii) surface water is recharging the ground water system, and (iii) minimal interaction between surface water and ground water. These trends may vary seasonally due to fluctuations in surface water and ground water elevations. Seepage meter measurements will be performed along the littoral regions of the Spring Valley impoundment to quantify seepage rates of water through the impoundment sediment. Slug tests conducted in sandpoints will be used to measure the hydraulic conductivity of the impoundment sediment.

2.3 Water Sampling and Geochemical Analysis

Water chemistry samples from the Spring Valley impoundment will be collected on a biweekly or monthly basis. The samples will be analyzed for major cations, anions, and nutrients (nitrogen, phosphorus and potassium). A transect for collection of surface water and shallow ground water samples will be established to determine if down gradient accumulation of chloride and nutrients is occurring within the watershed and to study seasonal trends in hydraulic gradients and water chemistry. The transect will also help to identify locations within the watershed with concentrated chloride and nutrient inputs. Other areas of potential concentrated runoff, such as culverts, may be included in the sampling protocol. A geochemical mass budget specific to chloride, nitrogen, phosphorus, and potassium will be computed for the impoundment using surface water concentrations and bathymetric curves to relate impoundment stage to water volume.

2.4 Hydraulic Connections Between Impoundment and Production Water

Possible hydraulic connections between the impoundment and the deeper water-supply aquifer will be assessed through: (i) comparisons of general water chemistry, (ii) assessing chloride trends in the impoundment water and production well, (iii) vertical gradients and seepage meter fluxes within the impoundment sediment, and (iv) review of ground water data from the City of Kalamazoo regarding local geology and stratigraphy, water levels from nearby wells, and geologic cross-sections. These data will be used to develop a conceptual model of ground water flow in the watershed, including the local region encompassing the impoundment. The conceptual model will then be used to develop a local-scale numerical ground water flow model to test various hypotheses that may explain hydraulic connections between the impoundment and production well.

3.0 Project Timeline

The project will have a two-year duration beginning in January, 1, 2020 and ending on December 31, 2021. Timing and duration of specific tasks are shown in Table 1.

Table 1. Chart of proposed project tasks.

Task	2020				2020			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
Watershed Delineation								
Establish Sampling Transect								
Water Sample Collection								
Vertical Gradient Measurements								
Seepage Meter Fluxes								
Geochemical Analyses								
Hydraulic Connections Between Impoundment and Production Water								

4.0 Budget

The annual budget for project years 1 and 2 are \$53,425 and \$55,263, respectively, for a two-year total project cost of \$108,677. PI Reeves requests two weeks of salary plus fringe per year to serve as the project lead and supervise the graduate student on all aspects of the project, including field work and numerical modeling. The rest of the budget will support an academic year research assistantship for a Master's graduate student for two project years. The research assistantship is comprised of a stipend and tuition waver for 12 graduate credits per year. Additional graduate student support in the form of 320 hours at a rate of \$15/hr is requested for the student to work on the project as a part-time hourly during the summer months. WMU will be responsible for costs associated with computers, software, and all field equipment except for sampling bottles. The City of Kalamazoo will be responsible for costs associated with water chemistry analyses of collected samples.

CITY OF KALAMAZOO
SOLE SOURCE PURCHASE DOCUMENTATION

Sole Source Purchase:	A purchase may be awarded without competition when the User Department advises in writing, after conducting a good faith review of the marketplace, that there is only one available vendor for the required good or service.
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DATE: January 2, 2020

DEPARTMENT / DIVISION: Public Services Department
REQUESTOR: Steve Skalski

VENDOR: Western Michigan University

BRIEF DESCRIPTION OF COMMMODITY OR SERVICE REQUESTED:

Hydrogeological & Geological Evaluation of the Spring Valley Watershed

WHAT IS THE COMMODITY OR SERVICE BEING USED FOR: _____

Hydrogeological & Geological Evaluation of the Spring Valley Watershed

TOTAL COST: (Inc. delivery/install) \$53,425.00 for 2020 portion of the work \$55,263.00 for the 2021 portion.

OTHER VENDORS / SOURCES CONTACTED:

1. _____
2. _____
3. _____

HOW DOES THE REQUESTED PURCHASE MEET ONE OF THE SOLE SOURCE REQUIREMENTS BELOW?

Western Michigan University is uniquely qualified that it is local to the project site and has the highly specialized staffing to complete the required work.

PLEASE ATTACH A WRITTEN QUOTATION FROM VENDOR. A PURCHASE MUST MEET ONE OF THE FOLLOWING CIRCUMSTANCES TO BE DETERMINED BEING A SOLE SOURCE AND NOT REQUIRING COMPETITION:

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



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.2.**

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

FROM: James K. Ritsema, City Manager
Reviewed by: Sean R. Fletcher - Director, Parks and Recreation
Prepared by: Patrick McVerry - Deputy Director, Parks and Recreation

DATE: January 6, 2020

SUBJECT: Sole Source Purchase of Site Furnishings for Bronson Park from Landscape Forms (Bid Ref# 00000-019.139)

RECOMMENDATION:

It is recommended that the City Commission approve the Sole Source purchase of site furnishings for Bronson Park from Landscape Forms in the amount of \$117,456.50. Bid Ref# 00000-019.139

BACKGROUND:



Inviting Public Places - Vibrant streets, exceptional parks, and welcoming activities.

Discussion

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

General Parks Maintenance, Planting and Landscaping - Park landscaping and improvements

Strategic Goal Impact:



Inviting Public Places - Vibrant streets, exceptional parks, and welcoming activities.

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:

The funding for this project is included in the Capital Improvements Program Fund (495) in the Bronson Park Improvements project #cip0300056.

Order Acknowledgement

Date: 06/25/2019
LF Quote#: 0000271286

PO#: Signed Quote

Project: City of Kalamazoo - Bronson Park

Bill To: City of Kalamazoo Parks and Recreation Dept.
ATTN: Accounts Payable
251 Mills Street
Kalamazoo, MI 49048

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: City of Kalamazoo Parks and Recreation Dept.
ATTN: Steve Czitterberg
251 Mills Street
Kalamazoo, MI 49048

Ship To Contact Phone: (269)337-8191
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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Bill of Lading Instructions: DELIVERY APPT REQUIRED PLEASE CONTACT
Steve Czitterberg @ TBA

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

Ship immediately upon completion
OR Ship On/After the date: _____

20	Strata Beam Bench	\$ 2,278.00	\$ 45,560.00
	Back Option: <i>Backed Bench</i>		
	Mounting: <i>Surface Mount</i>		
	Length: <i>80"</i>		
	Arm Option: <i>No Arms</i>		
	Insert Material Option: <i>Ipe no finish (exterior use only)</i>		
	Support MeldStone Color: <i>MeldStone Natural Gray</i>		
	Frame Strap Powdercoat Color: <i>Titanium</i>		
	Arm Powdercoat Color: <i>Not Applicable</i>		
	Seat Insert Material: <i>Wood Insert</i>		
	Frame Strap Finish: <i>Powdercoated</i>		
	Skate Stop Option: <i>Skate Stops Not Available</i>		
	Options: <i>No Options</i>		
9	Strata Beam Bench	\$ 1,581.00	\$ 14,229.00
	Back Option: <i>Backless Bench</i>		
	Mounting: <i>Surface Mount</i>		
	Length: <i>80"</i>		
	Arm Option: <i>No Arms</i>		
	Insert Material Option: <i>Ipe no finish (exterior use only)</i>		
	Support MeldStone Color: <i>MeldStone Natural Gray</i>		
	Frame Strap Powdercoat Color: <i>Titanium</i>		

Page: 1 of 6

Cust #: 64733
SSR: Lindsey Robinson
Rep: Amanda Nawara, MI6

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Order Acknowledgement

Date: 06/25/2019
LF Quote#: 0000271286

PO#: Signed Quote

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Qty	Description	Unit Price	Total Price
	Arm Powdercoat Color: <i>Not Applicable</i> Seat Insert Material: <i>Wood Insert</i> Frame Strap Finish: <i>Powdercoated</i> Skate Stop Option: <i>Skate Stops Not Available</i> Options: <i>No Options</i>		
12	21 Chair Arm Option: <i>End Arms</i> Frame Powdercoat Color: <i>Titanium</i> Panel Powdercoat Color: <i>Titanium</i>	\$ 348.50	\$ 4,182.00
6	Chipman Table Style: <i>ROUND - 45" Table, Dining Height (29" Height)</i> Umbrella Hole: <i>No</i> Mounting: <i>Freestanding</i> Table Top Powdercoat Color: <i>Titanium</i> Support Powdercoat Color: <i>Titanium</i>	\$ 1,156.00	\$ 6,936.00
9	Select Recycling Unit Size: <i>Single</i> Body Panel: <i>Solid</i> Body Options: <i>No Options</i> Body Powdercoat Color: <i>Titanium</i> Door 1 Opening: <i>8in X 8in multi-use opening</i> Door 1 Panel: <i>Solid</i> Door 1 Lock: <i>No Lock</i> Door 1 Powdercoat Color: <i>Titanium</i> Door 1 Trim/Badge Powdercoat Color: <i>Black</i> Door 1 Sign Option: <i>14-Trash Only</i> Door 1 Sign Lettering Color: <i>White</i>	\$ 969.00	\$ 8,721.00
6	Select Recycling Unit Size: <i>Double</i> Body Panel: <i>Solid</i>	\$ 1,691.50	\$ 10,149.00

Page: 2 of 6

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Qty	Description	Unit Price	Total Price
	Body Options: <i>No Options</i>		
	Body Powdercoat Color: <i>Titanium</i>		
	Door 1 Opening: <i>8in X 8in multi-use opening</i>		
	Door 1 Panel: <i>Solid</i>		
	Door 1 Lock: <i>No Lock</i>		
	Door 1 Powdercoat Color: <i>Titanium</i>		
	Door 1 Trim/Badge Powdercoat Color: <i>Black</i>		
	Door 1 Sign Option: <i>14-Trash Only</i>		
	Door 1 Sign Lettering Color: <i>White</i>		
	Door 2 Opening: <i>5in hole</i>		
	Door 2 Panel: <i>Solid</i>		
	Door 2 Lock: <i>No Lock</i>		
	Door 2 Powdercoat Color: <i>Titanium</i>		
	Door 2 Trim/Badge Powdercoat Color: <i>Black</i>		
	Door 2 Sign Option: <i>09-Recycle Bottles Cans</i>		
	Door 2 Sign Lettering Color: <i>White</i>		
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>4 Seat</i> Seat Style: <i>Hoop Grid</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Wood Table</i> Table Shape: <i>Square</i> Table Size: <i>39"</i> Umbrella Hole: <i>Without Hole</i> Seat Color: <i>Titanium</i> Support Color: <i>Titanium</i> Table Frame Color: <i>Titanium</i> Table Wood: <i>Jarrah (Exterior Use Only)</i>	\$ 3,179.00	\$ 6,358.00
2	Carousel Table Height: <i>Dining Height</i> Number of Seats: <i>3 Seat</i>	\$ 3,179.00	\$ 6,358.00

Page: 3 of 6

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	Seat Style: <i>Hoop Grid</i> Mounting: <i>Surface Mount</i> Table Top Style: <i>Wood Table</i> Table Shape: <i>Square</i> Table Size: <i>39"</i> Umbrella Hole: <i>Without Hole</i> Seat Color: <i>Titanium</i> Support Color: <i>Titanium</i> Table Frame Color: <i>Titanium</i> Table Wood: <i>Jarrah (Exterior Use Only)</i>		
6	Parallel 42 Style: <i>67" Right Unit</i> Mounting: <i>Surface Mount</i> Wood Option: <i>Jarrah no finish (exterior use only)</i> Powdercoat Color: <i>Titanium</i>	\$ 1,666.00	\$ 9,996.00
3	Chill Lounge Color Selection: <i>Grass</i> Mounting: <i>Freestanding / Surface Mount</i> Selection: <i>Chill Lounge</i> Standard Features: <i>Freestanding/Surface Mountable</i>	\$ 722.50	\$ 2,167.50

Item Total	\$ 114,656.50
Shipping & Handling	\$ 2,800.00
Sub Total	\$ 117,456.50
Estimated Sales Tax	\$ 0.00
Document Total	\$ 117,456.50

Payment Terms: NET 30 DAYS

Page: 4 of 6

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Ship Via: Common Carrier

F.O.B.: Destination

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.

Page: 5 of 6

Cust #: 64733
SSR: Lindsey Robinson
Rep: Amanda Nawara, MI6

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Order Acknowledgement

Date: 06/25/2019
LF Quote#: 0000271286

PO#: Signed Quote

Project: City of Kalamazoo - Bronson Park

Bill To: City of Kalamazoo Parks and Recreation Dept.
ATTN: Accounts Payable
251 Mills Street
Kalamazoo, MI 49048

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577

Ship To: City of Kalamazoo Parks and Recreation Dept.
ATTN: Steve Czitterberg
251 Mills Street
Kalamazoo, MI 49048

Ship To Contact Phone: (269)337-8191

Ship Via: Common Carrier

F.O.B.: Destination

-
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
 - **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 6 of 6

Cust #: 64733
SSR: Lindsey Robinson
Rep: Amanda Nawara, MI6

Landscape Forms Customer Service

Purchaser

Seller

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City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

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: Eric T. Sajtar, P.E., Senior Civil Engineer – Water Resources

DATE: January 6, 2020

SUBJECT: Approval of a Professional Service Agreement with Prein and Newhof for the 35th Street Water Main Contamination Response Project- Construction Services (Bid Ref# 906-29-017.1.3)

RECOMMENDATION:

It is recommended that City Commission approve a Professional Services Agreement with Prein and Newhof for construction engineering services for the 35th Street Water Main Extension Contamination Response Project in the amount of \$136,650.00. Bid Ref# 906-29-017.1.3

BACKGROUND:

The City of Kalamazoo identified the 35th Street Water Main Project as a priority for the 2019 construction season. Currently, some residences in the project area are provided water via residential potable wells that have been impacted by perfluorinated chemicals (PFAS) at concentrations greater than the Michigan Department of Environment, Great Lakes and Energy (EGLE) Health Advisory Level. This project will involve providing residents in the project area with safe municipal drinking water by installing new water main and service connections in the impacted area.

Water Resources staff has been working with Prein and Newhof on the project design and reached out to Prein and Newhof, for a proposal for construction engineering services. Prein and Newhof is a prequalified consultant for water engineering. Prein and Newhof provided a quote of \$136,650.00 for the requested services. Prein and Newhof has performed well on similar projects for the City in the past and Water Resources recommends approval of the purchase order.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

New Water Distribution Construction Engineering Services

This program/project has a high degree of impact on the following Strategic Goal(s):
Safe Community- Creating a safe environment for living, working, and playing

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform

Engagement/Communication Tools

Water Resources has been working with EGLE and Richland Township on this project.
Customers will be notified prior to construction via public meetings.

FISCAL IMPACT:

The funding for the project is available in the City's 2019 Water Capital Improvement Budgets.
Project funding and estimated costs are as follows:

Funding:

Wat0500322	\$136,650.00
	\$136,650.00

Costs:

Construction Engineering	\$136,650.00
	\$136,650.00



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.4.**

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

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

DATE: January 6, 2020

SUBJECT: Excess Workers Compensation Premium for 2020 Bid Ref#962-47-009.2

RECOMMENDATION:

It is recommended the City Commission authorize the payment of \$159,434.00 for the 2020 excess workers compensation premium.

BACKGROUND:

This is statutorily required workers compensation coverage for the City. The City was confronted with a workers compensation insurance market which is seeking to impose greater self-insured retention levels on employers (the City has had an \$850,000 self-insured retention (SIR) which has been rarely exceeded) and higher premiums due to rising medical costs.

The City was able to retain its current SIR of \$850,000, with rate increase to .3699 cents per \$100 of payroll for two years. Our insurance agent Keyser Group advised that the City should retain the SIR of \$850,000.

The City could reduce the increase of the premium by opting to increase its SIR to \$950,000, however this is not recommended as the City has historically experienced very few claims of that magnitude. In short, there is little reward for taking on additional exposure liability.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):

Insurance Contract Administration - Assisting the City Attorney and CFO with the renewal of City insurance contracts for "excess" or stop-loss coverage to compliment internal self-insurance (for General Property Loss and Liability, Workers Compensation, Transportation bus equipment, and Underground Storage Tanks).

Strategic Goal Impact:



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:

The cost of the premium has been figured into the recently proposed 2020 City budget.



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.5.**

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

FROM: James K. Ritsema, City Manager
Reviewed by:
Prepared by: Sean Fletcher, Parks and Recreation Director

DATE: January 6, 2020

SUBJECT: Approve Professional Service Agreement with InForm Architecture to provide architectural and engineering services for the Bank Street Farmers' Market project in the amount of \$290,480. (Bid Ref# 906-07-028.1.7)

RECOMMENDATION:

Approve Professional Service Agreement with InForm Architecture to provide architectural and engineering services for the Farmers' Market project in the amount of \$290,480. Bid Ref# 906-07-028.1.7

BACKGROUND:

The Bank Street Farmers' Market planning has been ongoing for the past few years with the purchase of several properties making way for the realignment of Bank Street and parking to the south of the site. The past year has been spent refining plans and developing a phased plan for completing the market. InForm Architecture has been working with Parks and Recreation staff to develop a plan that is "buildable" and within a reasonable budget. Construction of phase one will begin September 2020.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
---------------------	----------------------------

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Discussion: InForm Architecture has worked closely with the People's Food Co-Op and Farmers' Market vendors to refine the plans for the market. A meeting with market vendors was held in November to obtain input about some of the finer details of the market based on the current plan. The meeting was attended by 26 vendors.

Engagement/Communication Tools

FISCAL IMPACT:

The fee for architectural and engineering services will be 8.00% of the construction cost of the work we are designing and documenting. Our billings will be based upon a budget, dated November 2019, of \$3,631,000 total for the buildings in the project; 8% of this total is \$290,480. If the construction budget changes, the fee will adjust accordingly.

Funding for architectural and engineering services is available in the Farmers' Market project #cip0300057 2019 Capital Improvement budget.



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.6.**

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: January 6, 2020

SUBJECT: 2020 Property & Casualty Insurance Renewal Bid Ref #962-47-004.16

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract extension with the Michigan Municipal Risk Management Authority (MMRMA) through Ibex Insurance Agency, for property & casualty insurance annual premium and member loss fund deposit not to exceed \$983,310.00.

BACKGROUND:

The coverage provided by this year's renewal includes \$10 million limits for general and auto liability, \$226,287,171 in "all-risk" replacement cost coverage for City-owned buildings and other property, loss of electronic data coverage, employee fidelity bonds, and other coverages. This year's premium is currently 4.4% higher than the 2019 premium which is due primarily to increase in asset values. MMRMA is also distributing a "return of net assets" of \$451,365 as a result of favorable investment return and loss experience in 2019 for the City of Kalamazoo and will be credited to our insurance fund which should offset some of the cost of the premium.

STRATEGIC VISION ALIGNMENT:

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

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:

Funds for this premium are included in the 2020 proposed budget.



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.7.**

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: January 6, 2020

SUBJECT: Approval of a five year contract with Maner Costerisan PC for auditing services in the amount of \$441,800 (Bid Ref# 94620-008.0)

RECOMMENDATION:

It is recommended that the City Commission approve a five year contract with Maner Costerisan PC for auditing services in the amount of \$441,800 Bid Ref# 94620-008.0

BACKGROUND:

The auditing team at Maner Costerisan has provided the City of Kalamazoo's financial auditing services since 2010. The auditing firm provides annual audit services and preparation of the Comprehensive Annual Financial Report and Schedule of Federal Expenditures for the City, financial reports for the Employee Retirement System and Other Post Employment Benefits Trust.

Annual financial statement audits are required by the State of Michigan, Federal government, and various bond holders of the City's outstanding debt.

The City utilized an qualification/bidding process including interviews with the top two firms after an initial round of scoring. While Maner Costerisan was not the lowest bidder, overall scoring of 13 categories deemed them to be the most qualified firm.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name

Annual Audit and Comprehensive Annual Financial Report Preparation

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

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:

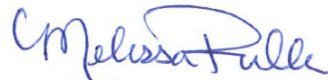
Funds for the audit services are provided by the annual budgets of the City's General Fund, Employee Retirement System, and OPEB System.

BID RESULTS SUMMARY

PROJECT: Outside Auditing Services – Mgmt Services **DATE:** 12/23/19
PROPOSERS SOLICITED: 45 **PROPOSERS RESPONDED:** 4
MBE/WBE PROPOSERS SOLICITED: 7 **MBE/WBE PROPOSERS RESPONDED:** 0
PROPOSAL REFERENCE NO: 94620-008.0 **MBE/WBE AWARDED:** No
ISSUE DATE: October 16, 2019 **PROPOSAL OPENING:** November 14, 2019
APPROVAL REQUIRED: City Commission **FUNDED BY:** City

<u>PROPOSERS</u>	<u>RANKING</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Maner Costerisan, P.C.	1	\$441,800.00	Lansing, MI
Yeo & Yeo, PC	2	\$371,375.00	Kalamazoo, MI
Plante & Moran, PLLC	3	\$523,900.00	Portage, MI
Rehmann	4	\$456,700.00	Grand Rapids, MI

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: **1/6/2020**

Item: **F.8.**

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

FROM: James K. Ritsema, City Manager
Reviewed by: Rebekah Kik, Director of Community Planning & Econ. Dev.
Prepared by: Pete Eldridge, Assistant City Planner

DATE: January 6, 2020

SUBJECT: Amendments to Chapter 25, Article IV Regarding Mobile Food Vehicle Vendors

RECOMMENDATION:

It is recommended that the City Commission adopt the proposed ordinance amending Article IV, Mobile Food Vehicle Vendors which includes renaming this section Mobile Food Businesses.

BACKGROUND:

The City Commission adopted the first Mobile Food Vendor Ordinance in 2012 to allow food trucks to operate on the public streets in commercial and manufacturing zoned areas of the City. This ordinance limited the number of annual licenses available to ten and listed many safeguards that were thought to be necessary at the time. Since 2012, there have been changes in the industry with the addition of fire suppression systems, on-board generators, and the outfitting of food trailers in addition to food trucks.

The ten food truck licenses only sold out the first couple years. In 2018, only three food truck licenses were acquired. We had also received feedback that other communities were charging less than \$500 for the annual licenses and allowing mobile food trailers. In the spring of 2019, the Fire Marshall announced that safety inspections were going to be required. The requests to update the ordinance now and the new safety inspection requirement prompted staff to research other community ordinances and set-up feedback meetings. In April of this year, a meeting was held with the Kalamazoo Food Truck Association. In September, a feedback meeting was held with the Downtown Kalamazoo Restaurant and Retailers Association.

The proposed amendments to the Mobile Food Vendor Ordinance include: removing the limit on annual licenses, adjusting the license fee to make it comparable to other communities our size, allowing food trailers to apply for licenses, requiring fire safety inspections, and allowing

sandwich board signs for menu items next to vehicles on the sidewalk if there is a sufficient pedestrian pathway. Additionally, clarifying language is suggested for the requirements to operate a food truck or trailer on private property.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
Economic Vitality	Attract and Grow New Businesses in Downtown

This program/project has a high degree of impact on the following Strategic Goal(s):
This food truck industry is part of the vibrant fabric of a healthy urban core. The proposed ordinance amendments will retain existing local food truck operators and recruit new vendors to our community.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Collaborate

Collaboration was carried out by scheduling feedback sessions to facilitate a two-way dialogue with those in the food truck industry and with brick-and-mortar business owners downtown.

Engagement/Communication Tools:
April 2019 - meeting with Kalamazoo Food Truck Association.
September 2019 - meeting with Downtown Kalamazoo Restaurant and Retailers Association.

FISCAL IMPACT:

The application fee will be lowered from \$500 to \$300, but because the cap of ten food trucks is being lifted, food trailers will now be able to apply, and the application fees is now comparable to similar communities, the number of application fees received may increase. No significant change to the application fee revenue is anticipated.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION No. ____

A RESOLUTION SETTING AREAS OF OPERATION FOR MOBILE FOOD **BUSINESSES**
~~VENDORS~~ AND FEE FOR MOBILE FOOD VENDOR LICENSE

Minutes of a regular meeting of the City Commission of the City held on _____, **2019** ~~2012~~,
at 7:00 o'clock p.m., local time at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Kalamazoo City Commission adopted the Mobile Food **Business**
~~Vendor~~ Ordinance on _____, **2019** ~~2012~~, and affirms that mobile food **businesses** ~~vendors~~
can contribute to the liveliness and excitement of food culture within the City, and should be
allowed to operate within the public rights-of-way. The City of Kalamazoo is also interested in
protecting existing restaurants from undue secondary effects which may be associated with
mobile food **businesses** ~~vendors~~. The Mobile Food **Business** ~~Vendor~~ License states that, by
resolution, the City Commission shall set license fees and areas of operation for mobile food
vendors;

NOW, THEREFORE, BE IT RESOLVED THAT the Mobile Food **Businesses** ~~Vendors~~
are allowed to operate in any legal parking space within the City of Kalamazoo that is in a
Commercial or Manufacturing Zone District (~~CN-1, CN-2, CMU, CC, CCB, MI and M2~~),
except MDOT (Michigan Department of Transportation) Rights-of-way.

BE IT FURTHER RESOLVED THAT the license fee for an annual Mobile Food
Business Vendor License shall be set at **\$300** ~~\$500~~.

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

AYES, Commissioners:

NAYS, Commissioners:

RESOLUTION DECLARED ADOPTED.

CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 25, ARTICLE IV OF THE CITY OF KALAMAZOO
CODE OF ORDINANCES**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Chapter 25, Article IV of the Kalamazoo Code of Ordinances is amended to read as follows:

"§ 25-63. Short title.

This article may be referred to as the "City of Kalamazoo Mobile Food Business Ordinance."

§ 25-64. Definitions.

As used in this article, the following terms shall have the meanings indicated:

MOBILE FOOD BUSINESS

Any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground that is designed and equipped to serve food and /or beverages.

MOBILE FOOD BUSINESS VENDOR

The registered owner of a mobile food business or the owner's agent or employee; and referred to in this article as "vendor."

§ 25-65. Applicability.

The provisions of this article apply to mobile food businesses engaged in the business of cooking, preparing and distributing food or beverage with or without charge on public or private property. This article does not apply to vehicles which dispense food by moving-from place to place and are stationary for no more than 15 minutes at a time, such as ice cream trucks, or food vending pushcarts.

§ 25-66. License required.

A. It is unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the City a mobile food business without having obtained from the City Clerk a license for that purpose.

B. A person desiring to operate a mobile food vehicle shall make written application for such license to the City Clerk. The application for a license shall be on forms provided by the City Clerk and shall include the following:

(1) Name, signature, phone number, e-mail contact and business address of the applicant.

- (2) Date of food truck inspection by the City of Kalamazoo Fire Marshal or a reciprocal agency (Attach copy of approval certificate.)
- (3) Information on each vehicle, trailer, or other device to include year, make model, vehicle identification number of the vehicle, vehicle or trailer registration plate number, and its dimensions, used by the mobile food business.
- (4) Information setting forth the proposed plans for power access, water supply and wastewater disposal.
- (5) Copies of all necessary licenses or permits issued by the Kalamazoo County Health Department.
- (6) Insurance coverage:
 - (a) Proof of a general comprehensive liability policy with limits of no less than \$1,000,000 combined single limit coverage issued by an insurer licensed to do business in this state and which names the City as an additional insured.
 - (b) Proof of a public liability and property damage motor vehicle policy with limits of no less than \$1,000,000 issued by an insurer licensed to do business in this state.

C. An annual fee as set from time to time by the City Commission is required with the application.

D. A mobile food business license is required annually. Licenses are valid January 1 to December 31 of each year.

E. A license issued under this article shall not be transferable from person to person.

F. A license is valid for one business only and shall not be transferred between businesses.

§ 25-67. Regulations.

A. Permitted Areas of Operation. No operator of a mobile food business shall park, stand or move a vehicle or trailer and conduct business within areas of the City where the vendor has not been authorized to operate. The City Commission shall, by resolution, identify those streets and public areas where parking by a mobile food business is permitted.

B. Mobile Food Business Vehicle Size. Vehicle or trailer shall not exceed 36 feet in length and 9 feet in width. Trailers are required to be detached from tow vehicle.

C. Service Window Location. Food and beverage service shall be conducted from the side of the truck that faces a curb, lawn or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be actively prepared, sold, or displayed outside of a mobile food business.

D. Dining Area. No mobile food business vendor shall provide or allow any dining area within 10 feet of the mobile food business including but not limited to tables and chairs, booths, stools, benches or stand-up counters or within the public right of way, including but not limited to sidewalks.

E. Waste Management. All mobile food business vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating

from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

F. Noise. The operation of all mobile food businesses shall meet the City Noise Ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

G. Signage. Signage is allowed on the mobile food business. Additionally, one auxiliary sandwich board sign not more than six square feet in area and up to three feet in height is permitted. The auxiliary sign shall not be placed in vehicle travel lanes and must be located to allow at least five feet of clear pedestrian pathway.

H. Lighting. No flashing or blinking lights, or strobe lights are allowed on mobile food business or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.

I. Unattended Business. No mobile food business shall be left unattended and unsecured at any time food is in the vehicle. Any mobile food business found to be unattended shall be considered a public safety hazard and may be ticketed and or towed at the owner's expense.

J. Distance Requirements from Special Event. A vendor shall not operate a mobile food business within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor.

K. Parking. The issuance of a mobile food business license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder. When parked on public streets, a mobile food business shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

L. Private Property. A mobile food business may operate on private property only with owner consent and in compliance with the City Zoning Code.

M. Awning/Signage Clearance. When extended, awnings for mobile food vehicles shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

N. Utilities. Any power required for the operation of a mobile food business located on a public way shall be self-contained, and a mobile food business shall not use utilities drawn from the public right-of-way. A mobile food business on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. Otherwise, all power sources must be self-contained. No power cable or other equipment may be extended at or across any City street, alley or sidewalk.

O. Separation Distance from Restaurants: Mobile food businesses shall not be parked within 150 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.

§ 25-68. Enforcement.

A. Violation; Fines. Any license holder operating a mobile food business in violation of any provision of this article or any rules and regulations promulgated by the City is responsible for a municipal civil infraction and is subject to a civil fine of \$250 per day. Each day of violation shall constitute a separate and distinct offense.

B. License is Revocable. Once a license has been issued, it may be revoked, suspended or not renewed by the City Clerk for failure to comply with the provisions of this article and any rules or regulations promulgated by the City.”

Section 2. Repealer. All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the remaining portions of this ordinance.

Section 4. Effective Date. Pursuant to section 13(a) of the City Charter, this ordinance shall take effect from and after 10 days from the date of its passage.

CERTIFICATE

The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2019. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976, M.C.L. § 15.261 et. seq). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

David F. Anderson, Mayor

Scott Borling, City Clerk

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 25, ARTICLE IV OF THE CITY OF
KALAMAZOO CODE OF ORDINANCES

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Chapter 25, Article IV of the Kalamazoo Code of Ordinances is amended to read as follows:

§ 25-63. Short title.

This article may be referred to as the "City of Kalamazoo Mobile Food Vehicle **Business** Ordinance."

§ 25-64. Definitions.

As used in this article, the following terms shall have the meanings indicated:

MOBILE FOOD VEHICLE **BUSINESS**

~~A motorized vehicle which, upon issuance of a license by the City Clerk and conformance with the regulations established by this article, may temporarily park upon a public street and engage in the service, sale or distribution of ready-to-eat food for individual portion service to the general public directly from the vehicle.~~

Any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground that is designed and equipped to serve food and /or beverages. A readily movable, wheeled vehicle or trailer properly licensed for use on the public street, designed and equipped to service food and/or beverages.

MOBILE FOOD VEHICLE **BUSINESS VENDOR**

The registered owner of a mobile food **business** vehicle or the owner's agent or employee; and referred to in this article as "vendor."

§ 25-65. **ScopeApplicability.**

The provisions of this article apply to mobile food vehicles **businesses** engaged in the business of cooking, preparing and distributing food or beverage with or without charge **on** public **or** private ~~restricted spaces~~ **property**. This article does not apply to vehicles which dispense food and that **by** moving from place to place **and are**, ~~being and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks, or food vending pushcarts. and stands located on sidewalks.~~

§ 25-66. License required.

A. It ~~shall be~~ unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the City a mobile food vehicle **business** without having obtained from the City Clerk a license for that purpose.

B. ~~A person desiring to operate a mobile food vehicle shall make written application for such license to the City Clerk. The application for a license shall be on forms provided by the City Clerk and shall include the following:~~

~~(1) Name, signature, phone number, e-mail contact and business address of the applicant.~~ **Date of food truck inspection by the City of Kalamazoo Fire Marshal or a reciprocal agency (attach Attach copy of approval certificate.)**

~~(2) A description of the preparation methods and food product offered for sale, including the intended menu.~~

~~(3) Information on the each mobile food vehicle, or vehicle and trailer, or other device to include year, make and model, vehicle identification number of the vehicle, vehicle or trailer registration plate number, and its dimensions, used by the mobile food business which shall not exceed 36 feet in length or 9 feet in width.~~

~~(4) Information setting forth the proposed hours of operation, area of operations, plans for power access, water supply and wastewater disposal.~~

~~(5) Copies of all necessary licenses or permits issued by the Kalamazoo County Health Department.~~

~~(6) Insurance coverage:~~

~~(a) Proof of a general comprehensive liability policy with limits of no less than \$1,000,000 combined single limit coverage issued by an insurer licensed to do business in this state and which names the City as an additional insured.~~

~~(b) Proof of a public liability and property damage motor vehicle policy with limits of no less than \$1,000,000 issued by an insurer licensed to do business in this state.~~

C. ~~All vendors receiving a license under this article shall pay the annual fee as set from time to time by the City Commission~~ **An annual fee as set from time to time by the City Commission is required with the application.**

D. ~~The City Clerk shall issue no more than 10 active mobile food vehicle licenses for any calendar year. Each~~ **A mobile food vehicle-business license is required annually. Licenses shall expire on are valid January 1 to December 31 of each year.**

E. A license issued under this article shall not be transferable from person to person.

F. A license is valid for one ~~vehicle-business~~ only and shall not be transferred between ~~vehicles~~**businesses**.

§ 25-67. Regulations.

A. No operator of a mobile food vehicle **business** shall park, stand or move a vehicle **or trailer** and conduct business within areas of the City where the **license holder/vendor** has not been authorized to operate. The City Commission shall, by resolution, identify those streets and public areas where parking by **a mobile food vehicles-business** is permitted.

B. Mobile Food Business Vehicle Size. Vehicle or trailer shall not exceed 36 feet in length and 9 feet in width. Trailers are required to be detached from tow vehicle.

~~B.C. Service Window Location.~~ The customer service area for mobile food vehicles shall be on the **Food shall be served** **service shall be conducted from the** side of the truck that faces a curb, lawn or sidewalk when parked. ~~No food service shall be provided on the driving lane side of the truck.~~ **No food service shall be provided on the driving lane side of the truck.** No food shall be prepared, sold, or displayed outside of a mobile food vehicles. **business.**

~~C.D. Dining Area.~~ No mobile food vehicle **business** vendor shall provide or allow any dining area within 10 feet of the mobile food vehicle **business** including but not limited to tables and chairs, booths, stools, benches or stand-up counters.

~~D E. Waste Management.~~ Customers shall be provided with single service articles, such as plastic utensils and paper plates, and a waste container for their disposal. All mobile food vehicle **business** vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

~~E F. Noise. No mobile food vehicle business shall make or cause to be made any unreasonable or excessive noise.~~ The operation of all mobile food vehicles **businesses** shall meet the City Noise Ordinance, ^[1] including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

~~[1] Editor's Note: See Ch. 21, Noise.~~

~~F.G. Signage.~~ Signage is only allowed when placed on **the** mobile food vehicles **business.** ~~No separate~~ **Additionally, one sandwich board sign not more than six square feet in area and up to three feet in height is permitted. This sign shall not be placed in vehicle travel lanes and shall must be located to allow at least five feet of clear pedestrian pathway. freestanding signs are permitted.**

~~G H. Lighting.~~ No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles **business** or related signage **when the vehicle is parked and engaged in serving customers.** All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.

I. No mobile food **business** shall **be** left unattended and unsecured at any time food is in the vehicle. Any mobile food business found to be unattended shall be considered a public safety hazard and may be ticketed and **or towed at the owner's expense.**

J. Distance Requirements from Special Event. A vendor shall not operate a mobile food vehicle **business** within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the event sponsor.

K. Parking. The issuance of a mobile food vehicle ~~business~~ license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder. When parked on public streets, a mobile food business shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

L. Private Property. A ~~vendor~~ mobile food business shall not operate on private property without owner consent and a temporary use permit. This excludes private events.

M. ~~No mobile food vehicle shall use external signage, bollards, seating or other equipment not contained within the vehicle.~~ Awning/Signage Clearance. When extended, awnings for mobile food vehicles shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

N. Utilities. Any power required for the operation of a mobile food vehicle ~~business~~ located on a public way shall be self-contained, and a mobile food vehicle ~~business~~ shall not use utilities drawn from the public right-of-way. A Mobile-mobile food vehicles business on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or other equipment shall may be extended at or across any City street, alley or sidewalk.

O. Separation Distance from Restaurants: Mobile food vehicles ~~businesses~~ shall not be parked within 150 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.

§ 25-68. Enforcement.

A. Violation; Fines. Any license holder operating a mobile food vehicle ~~business~~ in violation of any provision of this article or any rules and regulations promulgated by the City is responsible for a municipal civil infraction and shall be is subject to a civil fine of \$250 per day. Each day of violation shall constitute a separate and distinct offense.

B. License is Revocable. Once a license has been issued, it may be revoked, suspended or not renewed by the City Clerk for failure to comply with the provisions of this article and any rules or regulations promulgated by the City.

Section 2. Repealer. All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the remaining portions of this ordinance.

Section 4. Effective Date. Pursuant to section 13(a) of the City Charter, this ordinance

shall take effect from and after 10 days from the date of its passage.

CERTIFICATE

The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2019. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976, M.C.L. § 15.261 et. seq). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

Bobby Hopewell, Mayor

Scott Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.9.**

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

FROM: James K. Ritsema, City Manager
Reviewed by: Rebekah Kik, Director Community Planning & Economic Development
Prepared by: Jamie McCarthy, Sustainable Development Coordinator

DATE: January 6, 2020

SUBJECT: A Resolution Adopting and Approving an Act 381 Brownfield Plan for Davis Creek Business Park - 2805 East Cork Street.

RECOMMENDATION:

It is recommended that the City Commission adopt a resolution adopting and approving the Act 381 Brownfield Plan for Davis Creek Business Park, located at 2805 East Cork Street, which was recommended for approval by the City of Kalamazoo Brownfield Redevelopment Authority on November 21, 2019 following a public hearing held during the Authority's regular meeting.

BACKGROUND:

The purpose of the Revised Brownfield Plan is to reimburse costs for eligible activities that were incurred by both the City of Kalamazoo Brownfield Redevelopment Authority (BRA) and Kalamazoo County BRA in development of the Davis Creek Business Park. The plan also anticipates eligible activities that will occur on the site in the future, including construction of an access road to the stormwater basins and site preparation and environmental due care obligations at the last remaining parcel in the park.

In 2001 and 2002 the BRA obtained title, under the delinquent tax foreclosure for parcels 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"). The BRA added the City as a joint tenant by a quit claim deed. From 2008 – 2010 the BRA worked with Kalamazoo County BRA and other partners to develop a certified business park known as Davis Creek Business Park.

Collectively, both City and County BRAs invested over \$1 million in environmental due diligence, due care, site preparation, and public infrastructure construction activities to develop

the park. This plan will allow for the cost of those eligible activities to be reimbursed with tax increment revenue over the 20-year brownfield plan capture period. The plan also anticipates reimbursement of future costs by the City BRA and provides an option for the BRA to grant tax increment revenue as an incentive to a future private developer for the last undeveloped parcel in the park. A summary of significant items in the brownfield plan is included as an attachment.

Under Resolution No. 08-16, the City Commission delegated to the BRA the public hearing process regarding any future proposed Act 381 Brownfield Plan, and a public hearing for the Act 381 Brownfield Plan for Davis Creek Business Park was held by the BRA on November 21, 2019. A notice of public hearing was given to all taxing authorities levying ad valorem or specific taxes against any parcels within the business park, and was also given publication, as required by Act 381.

Following the public hearing, the BRA, in consideration of any comments heard at the public hearing or written communications received at or prior to the public hearing, determined that the Davis Creek Business Park Brownfield Plan constitutes a public purpose as required by Act 381 (full description of qualifications provided in attached Resolution

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

Program 131: Site Redevelopment

Work with developers to ensure private/public sites that qualify for the Brownfield plan are included, negotiate and manage redevelopment incentives (e.g., TIF), and maintained as needed.

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

The Davis Creek Business Park development created approximately 16 acres of shovel-ready sites for business and industrial development in the City where none had previously existed. The business park has already attracted two new businesses to Kalamazoo, which are currently under construction and projected to create at least 30 new permanent jobs. Each business has space and plans for future expansion within the business park.



Environmental Responsibility- A green and health City.

Discussion

The Davis Creek Business Park development has realized environmental cleanup and reuse of contaminated property on the eastern half of a former oil refinery located on East Cork Street along Davis Creek. Millions of public dollars at the federal, state, and local levels have been invested in the environment remediation and redevelopment of this highly contaminated site. This plan will allow the BRA to continue environmental cleanup and reuse of other properties by reimbursing costs from the business park project that will be reinvested into other brownfield projects in the future.



Shared Prosperity- Abundant opportunities for all people to prosper

Discussion

A condition of all of the BRA's Purchase and Development Agreements requires developers to adhere to the City's Ex-Offenders Purchasing Policy to ensure equal employment opportunity for all applicants including those with prior convictions.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

City staff engaged other City departments, Kalamazoo County Brownfield Redevelopment Authority, developers, and the City's Brownfield Redevelopment Authority board when developing the plan and associated tax increment financing schedules.

A notice of public hearing was given to all taxing authorities levying ad valorem or specific taxes against any parcels within the business park and interested state agencies, and was also given publication, as required by Act 381.

Engagement/Communication Tools

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:

The brownfield plan will not have a fiscal impact on the City. Any increase in tax increment from new development in the Davis Creek Business Park will be captured and directed into BRA funds to allow for reimbursement of eligible activities for a discrete period of time as allowed by Act 381.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING
AN ACT 381 BROWNFIELD PLAN FOR
DAVIS CREEK BUSINESS PARK - 2805 EAST CORK STREET**

Minutes of a regular meeting of the City Commission of the City held on December 2, 2019, at 7:00 p.m., local time, at the City Hall., 241 West South Street, Kalamazoo, Michigan.

PRESENT:

ABSENT:

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

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. Following the establishment of the Authority, the City has implemented Brownfield Plans, as required under Act 381, for the purposes of identifying real estate parcels for revitalization, redevelopment and reuse.

C. The Authority has implemented the Act 381 Brownfield Plan for Davis Creek Business Park – 2805 East Cork Street ("DCBP Brownfield Plan") under Act 381.

D. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed Act 381 Brownfield Plan, including proposed DCBP Brownfield Plan.

E. A public hearing was held by the Authority on November 21, 2019, on DCBP Brownfield Plan; notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any parcels within DCBP Brownfield Plan, and was also given by publication, as required by Act 381.

F. Following the public hearing on DCBP Brownfield Plan, 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 the DCBP Plan constitutes a public purpose in that:

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

- b. The costs of eligible activities advanced by the Authority or the City to create Davis Creek Business Park and the proposed method of financing the additional costs of eligible activities for DCBP Brownfield Plan are, respectively, reasonable and feasible, and the Authority can arrange the necessary financing.
- c. The description of eligible activities and their estimated costs are reasonable and necessary to carry out the purposes of Act 381. and
- d. The amount of captured taxable value estimated to result from DCBP Brownfield Plan is reasonable.

THEREFORE, IT IS RESOLVED THAT:

The Act 381 Brownfield Plan for Davis Creek Business Park – 2805 East Cork Street, as implemented by the City of Kalamazoo Brownfield Redevelopment Authority, is adopted and approved.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission for 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 Act 381.

Scott A. Borling
City Clerk

**Summary of Significant Changes
to the Brownfield Redevelopment Plan
addition of 2805 E Cork Street, Kalamazoo,
Kalamazoo County, Michigan
November 2019**

A) Add Davis Creek Business Park, 2805 E Cork Street, Kalamazoo

- Basis of Eligibility: Facility, as defined in Section 20101(1)(o) of Part 201 of the NREPA, P.A. 451 of 1994, as amended
- Parcel Address: 2805 East Cork Street, Kalamazoo, MI
- Estimate of Eligible Activities: \$2.0 Million
- Estimate of Potential Redevelopment Investment: \$6.0 Million
- Jobs Created: 35 full-time equivalent jobs
- Use: Operation of two medical marihuana facilities to cultivate and process medical marihuana; one future industrial development with use to be determined

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY**

**A RESOLUTION APPROVING THE IMPLEMENTATION OF
AN ACT 381 BROWNFIELD PLAN FOR
DAVIS CREEK BUSINESS PARK - 2805 EAST CORK STREET
AND
RECOMMENDING ADOPTION BY THE CITY COMMISSION**

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on November 21, 2019, 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; James Escamilla; Kyle Gulau; Kevin Hess; Jason Novotny; Patti Owens; Doug Phillips; Tom Schlueter; Jasmine Vedua

ABSENT: None

The following resolution was offered by Director Bolton and seconded by Director Brown.

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. All properties that currently have had Brownfield Plans approved by the City Commission are listed as Chapters within the Seventh Amendment to Revised Brownfield Plan dated October 7, 2019.

C. City staff has worked with Southwest Michigan First to review and revise the process for implementing and adopting brownfield plans to better coincide with the recommendations and processes followed by the Michigan Economic Development Corporation (MEDC), which will create more efficiencies in filing reports regarding the tax increment revenues and other required data to MEDC or the State.

D. As a result of this review starting with the Brownfield Plan for Davis Creek Business Park, each Act 381 Brownfield Plan implemented by the Authority for approval by the City Commission will be a separate stand-alone plan.

E. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed Act 381 Brownfield Plan, including proposed Act 381 Brownfield Plan for Davis Creek Business Park – 2805 East Cork Street ("DCBP Brownfield Plan").

E. A public hearing was held by the Authority on November 21, 2019, on DCBP Plan; notice of the public hearing was given to all taxing authorities levying ad valorem or specific

taxes against any parcels within DCBP Brownfield Plan, and was also given by publication, as required by Act 381.

F. Following the public hearing on DCBP Brownfield Plan, 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 the DCBP Brownfield Plan constitutes a public purpose in that:

- a. It meets all requirements of Section 13 of Act 381.
- b. The costs of eligible activities advanced by the Authority or the City to create Davis Creek Business Park and the proposed method of financing the additional costs of eligible activities for DCBP Brownfield Plan are, respectively, reasonable and feasible, and the Authority can arrange the necessary financing.
- c. The description of eligible activities and their estimated costs are reasonable and necessary to carry out the purposes of Act 381. and
- d. The amount of captured taxable value estimated to result from DCBP Brownfield Plan is reasonable.

THEREFORE, IT IS RESOLVED THAT:

The City of Kalamazoo Brownfield Redevelopment Authority approves the implementation of the Act 381 Brownfield Plan for Davis Creek Business Park – 2805 East Cork Street and recommends the City Commission adopt a resolution approving this Brownfield Plan.

AYES: Nathan Bolton; Fritz Brown; James Escamilla; Kyle Gulau; Kevin Hess; Jason Novotny; Patti Owens; Doug Phillips; Tom Schlueter; Jasmine Vedua

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 November 21, 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 Act 381.



Jamie McCarthy
Recording Secretary



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.10.**

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

FROM: James K. Ritsema, City Manager
Reviewed by: Chief Karianne Thomas
Prepared by: Assistant Chief Jeff VanderWiere

DATE: January 6, 2020

SUBJECT: Support Emergency Operations Plan

RECOMMENDATION:

It is recommended that the City Commission adopt the City of Kalamazoo, Support Emergency Operations Plan in accordance with State law

BACKGROUND:

The City of Kalamazoo has elected to incorporate into the Kalamazoo County Emergency Management Program. This plan when used properly will assist Kalamazoo City Officials in accomplishing their primary responsibility of protecting lives and property in the City of Kalamazoo. The City of Kalamazoo Support Emergency Operations Plan (SEOP) is to be used in concurrence with the County Emergency Operations Plan, in accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended). Activation of this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor. This plan was last updated in 2014 and requires the signature of the Mayor to be effective.

STRATEGIC VISION ALIGNMENT:

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



Safe Community- Creating a safe environment for living, working, and playing

COMMUNITY ENGAGEMENT:

In developing/updating this plan the Kalamazoo Department of Public Safety has worked in conjunction with the Kalamazoo County Office of Emergency Management as well as community partners such as the American Red Cross, Ministry with Community, The Gospel Mission as well as other entities to develop this plan to support emergency operations and response should the need arise.

FISCAL IMPACT:

The fiscal impact of approving this plan is minimal. Kalamazoo Department of Public Safety is tasked with the maintenance and updating of the plan. The cost of response by the City to any natural or man-made disaster in which this plan would be activated would be incurred regardless of whether or not the plan existed, however this plan is necessary to qualify for State or Federal reimbursement to any declared disaster area.

CITY OF KALAMAZOO

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SUPPORT EMERGENCY OPERATIONS PLAN



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Promulgation Document

Officials of City of Kalamazoo, in conjunction with County and State Emergency Management (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Mayor of the City of Kalamazoo.

Mayor
City of Kalamazoo

Date

City Manager
City of Kalamazoo

Date

Chief of Public Safety
City of Kalamazoo

Date

Chief Elected Official
County of Kalamazoo

Date

County Administrator
County of Kalamazoo

Date

Sheriff/Emergency Management Coordinator
County of Kalamazoo

Date

Emergency Management Director
County of Kalamazoo

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the City of Kalamazoo will handle emergency situations in cooperation with the Kalamazoo County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes, appendices or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. The City of Kalamazoo will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as Public Safety, Public Services, and Public Health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the Kalamazoo County Emergency Management Program in developing and maintaining the County EOP. The Support EOP must be signed by the current City Mayor each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes
3. Updates to Incident Specific Procedures in Appendices

These activities may be updated in the plan without the Mayor's signature by the following individuals:

1. City Manager or designee
2. Emergency Management Liaison – Chief of Public Safety
3. Assistant Chief of Public Safety – Emergency Management
4. Department Director responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to "work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity." This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (ECC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Department	Date	Number of Copies
City Manager's Office				
City Mayor/Commissioners				
City Attorney				
Chief of Public Safety				
Director of Public Services				
Director of Parks and Rec				
Director of CPED				
Chief Financial Officer				
Chief Information Officer				
City of Kalamazoo 311 Manager				
COK Communications Coordinator				
COK Emergency Coordination Center (ECC)				
KDPS Shift Command Office				
Kalamazoo County Emergency Management Coordinator				

BASIC PLAN

Purpose

The City of Kalamazoo has elected to incorporate into the Kalamazoo County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, the City of Kalamazoo and the Kalamazoo County Emergency Management Program share joint responsibilities. The City of Kalamazoo Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The **City of Kalamazoo Support EOP** is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, City of Kalamazoo continues to implement the NIMS.

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended,
2. City of Kalamazoo, local Emergency Management resolution,
3. City of Kalamazoo, adoption of the Support EOP,
4. Executive Directive No. 2005-09, the state adoption of the NIMS,
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,

B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD),
4. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Kalamazoo County EOP, this document was developed in a cooperative effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is

updated after every change of the City Mayor or update to the County EOP. After the plan is adopted by resolution of the City Commission and signed by the Mayor, City Manager, and Chief of Public Safety, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Kalamazoo County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

City of Kalamazoo has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

- The mitigation of potential hazards.
- Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
- Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
- Integration with the Kalamazoo County EOP, Kalamazoo County hazard mitigation plan, MEMP, etc.

Community profile

The City of Kalamazoo is located in the county of Kalamazoo. The community has a population of approximately 76,000 residents with an additional 30,000 students who attend colleges and universities within the City of Kalamazoo.

Types of Threats/Hazards

NATURAL	TECHNOLOGICAL	HUMAN-CAUSED
Resulting from acts of nature to include public health emergencies	Involves accidents or failures of systems and structures to include transportation accidents and infrastructure failures	Caused by the intentional actions of an adversary
• Disease Outbreak, Epidemic • Drought • Earthquake • Extreme Cold • Extreme Heat • Tornado, High Winds • Winter Storm	• Airplane Crash • Dam Failure • Fire • Haz-Mat Release • Nuclear Plant Emergency • Power Failure • Train Derailment • Water main breaks	• Civil Disturbance • Cyber Incidents • Sabotage • School Violence • Terrorist act

City of Kalamazoo Hazards

Based on historical data and probability assessment the hazards most likely to occur in the City of Kalamazoo are as follows:

- Tornados/Straight-line winds
- Flooding events
- Extreme cold/warm weather events.
- Blackout (wide-spread power outages)
- Fires
- HazMat Incidents (including transportation/rail/pipeline/facility emergencies)

These hazards often result in costly property damage and debris clearance issues or the need to take protective actions such as evacuation or shelter-in-place.

Based upon threat assessments the following hazards are less likely to occur but would have significant impact (fatalities, injuries, illnesses, damage to property and environment, economic) and would be considered a catastrophic event:

- Failure of the Morrow Dam located in Comstock, MI.
- Emergency at Nuclear Power Plant located along Lake Michigan.
- Terrorist incident
- Long-term power outage (many weeks or more)

Lastly, the City of Kalamazoo currently has thirty-seven (37) sites (23 sites plus 14 City of Kalamazoo Water Stations) that containing extremely hazardous materials. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

Relationship with Kalamazoo County Office of Emergency Management (OEM)

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, City of Kalamazoo has chosen to incorporate into the Kalamazoo County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the City of Kalamazoo has appointed the Chief of Public Safety or designee to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between City of Kalamazoo and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the City of Kalamazoo.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding

(MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.

- D. All emergency response agencies within City of Kalamazoo that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates this Support EOP and the local Emergency Coordination Center (ECC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the Mayor may declare a local state of emergency for the City of Kalamazoo if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the Mayor, the Vice-Mayor is authorized to declare a local state of emergency. Should the Mayor and Vice-Mayor both be absent, the remaining members of the City Commission may declare a local state of emergency by a majority vote. Upon a local declaration, PA 390 authorizes the Mayor or designee to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Coordination Center (ECC). A local state of emergency shall not be continued or renewed for a period in excess of seven (7) days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:

- 1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.
- 2. Municipal agencies assess the nature and scope of the emergency or disaster.
- 3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the City Manager and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the ECC. The ECC is located at Public Safety Headquarters, 150 E. Crosstown. If this location is unavailable, the alternate ECC location is Public Safety Training Building, 601 N. Park Street.

- c. If the Mayor declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the ECC through telephone, text, or other communication devices.
 - e. The City Manager directs City departments and partner agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP (when necessary)
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. All City of Kalamazoo departments are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine specific emergency support functions (ESF's). All departments are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating

Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.

2. The following table lists the established emergency support functions (ESF's), assigned agencies, primary points of contact, and phone numbers.

Function	Department	Primary Contact	Phone
Direction, Control , and Coordination	City Manager Office	City Manager	269-337-8047
	Public Safety	Chief of Public Safety	269-337-8270
Public Safety – Police Services	Public Safety	Chief of Public Safety	269-337-8270
Public Safety - Fire Services	Public Safety	Chief of Public Safety	269-337-8270
Communications and Warning	Public Safety	Chief of Public Safety	269-337-8270
	311 Center	311 Customer Service Manager	269-337-8580
Mass Care, Emergency Assistance, Housing, and Human Services	Parks and Recreation	Director of Parks and Recreation	269-337-8191
	American Red Cross	ARC EM Coord.	Request via Kal Co. EOC
Public Health and Medical Services	Public Safety	Chief of Public Safety	269-337-8270
Public Information	City Manager Staff	City Communications Coordinator	269-337-8080
Damage Assessment	CPED	Director of CPED	269-337-8026

3. All City of Kalamazoo departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. If resource needs exceed the capabilities of the community, the Mayor may activate MOU's and pre-disaster contracts as necessary or request assistance from the Kalamazoo County EOC.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the review and maintenance of Support EOP.

- b. Report to the local ECC when activated for scheduled exercises or emergencies.
 - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each department's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

EMERGENCY COORDINATION CENTER - (ECC)

The City ECC shall be activated whenever a local state of emergency has been declared or whenever the City Manager or Chief of Public Safety deems it necessary to ensure adequate response to a natural disaster or emergency incident. The Support Emergency Operations Plan has identified nine Emergency Support Functions (ESF's) that identify City departments who are responsible for carrying out the assigned tasks within their respective functions.

Additionally, the following departments may be called upon to provide logistical and planning support to the Incident Commander within the ECC:

- City Attorney and/or Assistant City Attorneys
- Chief Information Officer and/or Information Technology Staff
- Chief Financial Officer and/or Management Services Staff
- Human Resource Director and/or HR staff

The City of Kalamazoo Emergency Coordination Center staff, under the direction of the City Manager and/or the Emergency Management Liaison, will oversee the overall City of Kalamazoo response to the emergency or disaster. Those bearing primary responsibility for staffing the ECC are responsible for designating a line-of succession to a depth of three (3). They should also make determinations as to the necessary support staff that will be needed to assist them in the performance of their functions as well as plan for the availability and organization of support resource away from the Emergency Coordination Center (i.e. regular Department/Division offices).

If an emergency incident or disaster extend beyond the City limits or the nature of the incident is such that emergency operation functions would be more effectively applied at the County Emergency Operation Center, the Public Safety Chief or designee may opt to assign City Emergency Coordination Center staff to a combined City/County Emergency Operations Center.

ECC ACTIVATION LEVELS

The City of Kalamazoo utilizes a bottom-up approach in all phases of emergency management, with emergency activities being resolved at the lowest level of response. Thus, the resources of local response agencies, state, and federal agencies are utilized in this sequential order to ensure a rapid and efficient response. The City of Kalamazoo follows an ICS approach to incidents that is scalable to the incident and will activate appropriate positions within the ICS structure to handle each situation. The activation of the ECC has three levels of readiness as outlined below:

City of Kalamazoo ECC Activation Levels
LEVEL 1 - FULL ACTIVATION
LEVEL 2 - PARTIAL ACTIVATION
LEVEL 3 - MONITORING AND ASSESSMENT
LEVEL 4 - NORMAL OPERATIONS

Level 4 – Normal Operations: Day-to-day operations and normal staffing

Level 3 – Monitoring and Assessment: During Level 3 operations, emergency management officials within the Department of Public Safety and Department of Public Services shall monitor local emergencies and provide assistance if required. Level 3 operations do not require ECC support, however the ECC may be activated when it is determined that the ECC can provide support to City departments in response to normal community emergencies.

Level 2 – Partial Activation

A level 2 incident is outside the scope of normal operations. Typically, the incident has utilized mutual aid resources, or support services that are used to respond to a localized incident within the City of Kalamazoo. A level 2 response may or may not be accompanied by a local declaration of emergency.

The Emergency Management Liaison may activate the Emergency Coordination Center (ECC) to support operations during this escalated response. A Level 2 activation shall result in a tiered response to the ECC. General staff positions will be assigned and staffed as needed. The ECC may operate full-time with this reduced staffing or only during certain operational periods as determined by the Emergency Management Liaison.

Level 1 – Emergency Operations

When an emergency situation, severe weather event, or natural disaster has, or is likely to exceed the response capabilities of the City of Kalamazoo, the combined effort of neighboring jurisdictions, county, region, and possibly the state are considered essential for effective response and recovery, the Mayor may declare a “Local State of Emergency”.

An emergency declaration by the City of Kalamazoo is not a request for supplemental county, state, or federal assistance. It acknowledges that all entities have officially recognized the situation, and are taking necessary actions to respond to an emergency. The declaration however, must be issued before state assistance can be requested and is necessary as legal justification for such assistance.

Once a “local state of emergency” has been declared, the Emergency Management Liaison shall activate the Public Safety Emergency Coordination Center (ECC) and staff it in correlation with the nature and scope of the emergency.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible department should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Public Safety – Police Services

Annex C, Public Safety - Fire Services

Annex D, Communications and Warning

Annex E, Public Services

Annex F, Mass Care, Emergency Assistance, Housing, and Human Services

Annex G, Public Health and Medical Services

Annex H, Public Information

Annex I, Damage Assessment

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local ECC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

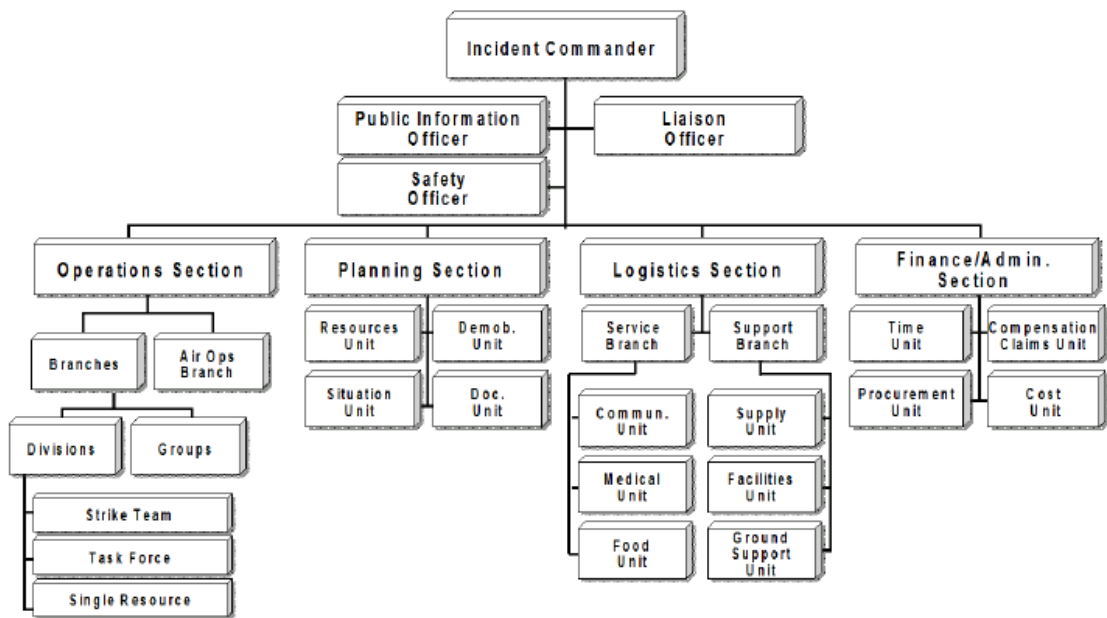
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the (County EOP): Annex Q, Operations Section Chief / Chief Executive Official

Responsible Department: City Manager's Office & Public Safety – Office of Emergency Management

Direction, Control, and Coordination Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another representative from the department to staff the ECC and implement the plan.
	ECC operations
	Activate the ECC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the ECC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the ECC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and ECC SOPs are available to ECC staff.
	Coordinate ECC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
City Manager's Office Kalamazoo Department of Public Safety	City Manager Chief of Public Safety

The line of succession for the City Manager for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Deputy City Manager – Public Safety	City of Kalamazoo – City Manager's Office
Deputy City Manager – Public Services	City of Kalamazoo – City Manager's Office
Deputy City Manager – FFE	City of Kalamazoo – City Manager's Office

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Assistant Chief – Emergency Management	Kalamazoo Department of Public Safety
Assistant Chief – Fire Administration	Kalamazoo Department of Public Safety
Assistant Chief – Operations	Kalamazoo Department of Public Safety

The City Manager and Emergency Management Liaison are responsible for reporting or delegating an individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CITY MANAGER	DATE
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B

PUBLIC SAFETY – POLICE SERVICES

The Public Safety function is concerned with ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the County EOP: Annex M, Law Enforcement Branch / Operations Section / ESF-13

Responsible Department: Public Safety

Public Safety – Police Services Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another from the department to staff the ECC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY – POLICE SERVICES

The following agencies are responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Kalamazoo Department of Public Safety	Chief of Public Safety

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Assistant Chief - Operations	Kalamazoo Department of Public Safety
Assistant Chief - Investigations	Kalamazoo Department of Public Safety
Assistant Chief – Emergency Management	Kalamazoo Department of Public Safety

The Assistant Chief of Operations is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE

ANNEX C

PUBLIC SAFETY - FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the County EOP: Annex I, Fire Services Branch / Operations Section / ESF-4, 9, 10

Responsible Department: Public Safety

Public Safety Fire Services Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another representative from the department to staff the ECC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise ECC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

PUBLIC SAFETY - FIRE SERVICES

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Kalamazoo Department of Public Safety	Chief of Public Safety

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Assistant Chief – Fire Administration	Kalamazoo Department of Public Safety
Assistant Chief – Emergency Management	Kalamazoo Department of Public Safety
Assistant Chief - Operations	Kalamazoo Department of Public Safety

The Chief of Public Safety or designee is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE

ANNEX D

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the ECC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the County EOP: Annex D, Communications and Warning Unit / Support Branch / Logistics Section / ESF-2

Responsible Department: Public Safety, 311

Communications and Warning Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another representative from the department to staff the ECC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local ECC, their department offices and their staff at the incident site. Available channels for establishing communications include telephones, cell phones, Mi-CIMS, and radios.
	Coordinate communications between municipal ECC and county EOC. Available channels for establishing communications include telephones, cell phones, Mi-CIMS, and radios.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include sirens, door-to-door notification, social media, media
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Public Safety	Chief of Public Safety

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Assistant Chief – Emergency Management	Public Safety
Captain – Service Division	Public Safety
311 Customer Service Manager	City Administration

The Chief of Public Safety or designee is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX E

PUBLIC SERVICES

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the County EOP: Annex Y, Utilities Unit / Services Branch / Logistics Section / ESF-3

Responsible Department: Public Services

Public Services Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another from the department to staff the ECC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to ECC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the ECC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC SERVICES

The following agencies are responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Public Services Department	Public Services Director

The line of succession for representing the Public Services function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Deputy Director of Public Services	Public Services Department
Division Manager (Choose based upon incident) Support Services/Public Works/Wastewater/Water	Public Services Department
	Public Services Department

The Director of Public Services or designee is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Public Services function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

ANNEX F

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the County EOP: Annexes K, P, and T, Human Services Unit / Services Branch / Logistics Section / ESF-6

Responsible Department: Parks and Rec & American Red Cross

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another representative from the department to staff the ECC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: (shelter locations; information on pre-identified shelter locations should be available from the County Emergency Management Program or ARC)

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
COK Parks and Recreation American Red Cross	Director of Parks and Recreation TBD

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Deputy Director of Parks and Recreation	Parks and Recreation
Recreation Manager	Parks and Recreation
Park Supervisor	Parks and Recreation

The Director of Parks and Recreation is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

ANNEX G

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the County EOP: Annexes G, L, N and R, Medical Branch / Operations Section / ESF-8

Responsible Department: Parks and Recreation

Public Health and Medical Services Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another representative from the department to staff the ECC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Parks and Recreation	Director of Parks and Recreation

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Deputy Director	Parks and Recreation
Recreation Supervisor	Parks and Recreation
Parks Supervisor	Parks and Recreation

The Director of Parks and Recreation or designee is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE

ANNEX H

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the County EOP: Annex S, Public Information Officer / Chief Executive Official / ESF-5, 15

Responsible Department: City Manager's Office

Public Information Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another from the department to staff the ECC and implement the plan.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the ECC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by (positions that will review press releases, e.g. CEO, City/Township Manager, etc.).
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at (location).
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by department representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
City Manager's Office	City Manager

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
Deputy City Manager – Public Services	City Manager's Office
Deputy City Manager – Public Safety	City Manager's Office
Deputy City Manager – FFE	City Manager's Office

The City Manager or designee is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE

ANNEX I

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the County EOP: Annex E, Damage Assessment Unit / Planning Section / ESF-14

Responsible Department: Director of Community Planning and Development

Damage Assessment Checklist

	Report to the ECC, when activated, for scheduled exercises and disasters, or delegate another from the department to staff the ECC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to ECC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the ECC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following department is responsible for this annex:

DEPARTMENT	TITLE OF CONTACT
Community Planning & Economic Development	Director of CPED

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	DEPARTMENT
	Community Planning and Economic Development
Building Department Manager	Community Planning and Economic Development
City Planner	Community Planning and Economic Development

The Director of Community Planning and Development is responsible for reporting or delegating another individual from their department to report to the ECC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.11.**

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

FROM: Clyde J. Robinson, City Attorney
Reviewed by:
Prepared by:

DATE: January 6, 2020

SUBJECT: An amendment to the wastewater service agreement with the Charter Township of Oshtemo so as to permit the Township to receive a federal Rural Utilities Service low-interest 40-year loan to improve its sewer system

RECOMMENDATION:

It is recommended that the City Commission authorize the City Manager to execute an amendment to the wastewater sewer agreement with the Charter Township of Oshtemo so as to permit the Township to receive federal Rural Utilities Service low-interest 40-year loan to improve its sewer system.

BACKGROUND:

Bond counsel for Oshtemo Township contacted this office just before Christmas and asked whether the some form of acknowledgement from the City was possible so as to permit Oshtemo Township to receive a federal loan to finance improvements to its sanitary sewer system. He was told that the earliest any action that could be taken by the City Commission was at its January 6, 2020 meeting.

Working with counsel for the Township drafted an amendment to the currently existing wastewater service agreement which dates back to 1984 and had a minimum 30 year term to extend the agreement for up to an additional 40 years being the term of the federal loan. The amendment was reviewed and approved by this office and by attorneys for the U.S. Department of Agriculture.

STRATEGIC VISION ALIGNMENT:

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

Environmental Responsibility, Good Governance, Safe Community, Community Partnership

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

None as this is inter-governmental agreement.

FISCAL IMPACT:

FIRST AMENDMENT TO WASTEWATER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO WASTEWATER SERVICE AGREEMENT (the “First Amendment”) is made and entered into as of this 1st day of _____, 20__, by and between the City of Kalamazoo, a Michigan municipal corporation, of 241 West South Street, Kalamazoo, MI 49007 (hereinafter referred to as the “CITY”) and the Charter Township of Oshtemo, a Michigan charter township, of 7275 West Main Street, Kalamazoo, MI 49009 (hereinafter referred to as the “MUNICIPALITY”).

WITNESSETH:

WHEREAS, the CITY and the MUNICIPALITY are parties to that certain Wastewater Service Agreement, dated as of October 8, 1984 (the “Original Wastewater Service Agreement”) pursuant to the terms of which the CITY has, inter alia, agreed to accept, convey and treat sanitary sewage and wastewater generated by customers in the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY is constructing capital improvements within the MUNICIPALITY consisting of extensions to the MUNICIPALITY’s sewer system (the “Project”); and

WHEREAS, the MUNICIPALITY has received a funding commitment from the U.S. Department of Agriculture’s Rural Utilities Service (“RUS”) for the financing of a portion of the cost of the Project through a 40-year, low-interest loan from RUS; and

WHEREAS, to facilitate the financing of the Project through RUS, it is necessary for the CITY and the MUNICIPALITY to amend the Original Wastewater Service Agreement by the approval and execution of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Wastewater Service Agreement as amended by this First Amendment (the Original Wastewater Service Agreement, as amended by this First Amendment shall be referred to as the “Wastewater Service Agreement”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree that:

1. Amendment to Paragraph 5 of Original Wastewater Service Agreement. Paragraph 5 of the Original Wastewater Service Agreement is hereby amended to read in its entirety as follows:

5. **WASTEWATER CONTROL:** As long as the wastewater of MUNICIPALITY is treated by KALAMAZOO, MUNICIPALITY shall have in effect a plumbing code and such other ordinances, rules, and regulations as may be necessary to maintain standards for the construction, maintenance, repair, and use of the wastewater collection system equal to those then in effect in KALAMAZOO, and shall provide for the strict enforcement thereof.

At the request of KALAMAZOO, MUNICIPALITY shall terminate service to any premises which fail to comply with said ordinances, rules, and regulations. KALAMAZOO shall have the right to inspect the MUNICIPALITY Collection

System and premises connected thereto for purposes of enforcement of this Agreement.

The above ordinances, rules, and regulations governing construction, maintenance, repair, and use shall be as stringent as those of the City of Kalamazoo, including but not limited to the pertinent provisions of Chapter 28 of the Kalamazoo City Code, as that Code exists at present or may be amended from time to time. Any changes in Federal or State law or regulations or in the Kalamazoo City Code which set stricter standards shall automatically become part of this contract. In addition, so long as there is an outstanding balance on any loan made by the United States Department of Agriculture's Rural Utilities Service ("RUS") to MUNICIPALITY, this Agreement shall be subject to all present and any future RUS regulations.

The MUNICIPALITY collection system shall be used for only such wastewaters as are permitted under such laws, ordinances, rules, rules and regulations as are in effect at the time of the given use.

Any governmental unit through which MUNICIPALITY'S wastewater flows must also comply with the provisions of this Paragraph 5 with regard to those matters under that other governmental unit's jurisdiction in order for KALAMAZOO to accept MUNICIPALITY'S wastewater.

Detailed records of collection system additions or modifications shall be maintained by MUNICIPALITY, and copies of as-built drawings and records pertaining to service connections and property leads shall be furnished to KALAMAZOO. No system extensions beyond the MUNICIPALITY corporate limits or the area being served shall be made without prior written approval from KALAMAZOO.

2. Amendment to Paragraph 16 of Original Wastewater Service Agreement.

Paragraph 16 of the Original Wastewater Service Agreement is hereby amended to read in its entirety as follows:

16. OPERATING AGREEMENT: KALAMAZOO will use reasonable diligence but does not guarantee uninterrupted service and shall not be liable for injuries or damages caused by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs, or other causes, nor shall KALAMAZOO be liable to MUNICIPALITY or any customer or other person, firm, or corporation for injuries or damages of any nature caused by the use of the treatment facilities of KALAMAZOO or the MUNICIPALITY collection system or by interruptions therein. In the event that it is necessary for KALAMAZOO to restrict service to customers of the KALAMAZOO wastewater system, including MUNICIPALITY and other contractual community customers, all of such customers of KALAMAZOO shall share proportionally in such restriction of service; provided, however, that the foregoing shall not restrict KALAMAZOO's authority to either (a) discontinue service to a customer within the MUNICIPALITY if such customer discharges waste that is harmful to KALAMAZOO's wastewater system or treatment facilities, or (b) terminate

service to MUNICIPALITY for MUNICIPALITY's breach of this Agreement pursuant to paragraph 17. This paragraph does not modify paragraph 13.

3. **Amendment to Paragraph 17 of Original Wastewater Service Agreement.** Paragraph 17 of the Original Wastewater Service Agreement is hereby amended to read in its entirety as follows:

17. **TERMINATION:** This Agreement shall remain in full force and effect for an indefinite period of time, but for at least a period equal to the greater of either (a) thirty years, or (b) a period not less than the repayment term for any bonds issued by MUNICIPALITY to evidence a loan from RUS to MUNICIPALITY for improvements to and extension of the MUNICIPALITY'S collection system unless sooner termination by consent of the parties hereto or by either party because of a breach by the other party of a material provision or undertaking herein or failure to make a payment required hereunder; provided, however, that no termination shall be made because of such a breach until after the expiration of six months following a written notice of such breach to the offending party by the other party hereto, which notice shall specify how in the opinion of the non-offending party the breach can be corrected. After the expiration of the term, either party may terminate the agreement upon one-year's written notice to the other party.

4. **Un-Amended Provisions of Wastewater Service Agreement.** Except as specifically set forth herein, all other provisions of the Wastewater Service Agreement remain in full force and effect.

5. **Approval.** Each party expressly represents, each to the other, that this Second Amendment has been duly approved and accepted by the proper legislative body of each of them and is executed with the full authority of its City Commission and Township Board respectively, pursuant to resolution duly adopted at a regular meeting or special meeting of said Commission or

Board held in conformity with the Michigan Open Meetings Act, their respective charters, ordinances and state enabling legislation.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

CITY:

MUNICIPALITY:

CITY OF KALAMAZOO

CHARTER TOWNSHIP OF OSHTEMO

By: _____
David F. Anderson
Its: Mayor

By: _____
Libby Heiny-Cogswell, Supervisor
Its: Supervisor

By: _____
Scott A. Borling
Its: Clerk

By: _____
Dusty Farmer
Its: Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.12.**

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: Jean Talanda, Environmental Programs Manager

DATE: January 6, 2020

SUBJECT: Wellhead Protection Program Grant Assistance Contract with the Michigan Department of Environment, Great Lakes, and Energy

RECOMMENDATION:

It is recommended that the City Commission authorize the City Manager to sign the original contract documents prepared by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) associated with the Wellhead Protection Grant Program.

BACKGROUND:

The City of Kalamazoo Wellhead Protection Grant Proposal Application was approved and awarded the requested amount of \$70,000 by EGLE for the period of October 1, 2019 through September 30, 2020. The contract agreement is in the amount of \$140,000, reflecting the City match of \$70,000 from previous wellhead protection work. This is the 18th year that the City has been awarded funds from the EGLE Wellhead Protection Grant Program. Designated activities are specifically focused on public awareness and education of water quality and related issues of concern.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

<u>Program Name</u>	<u>Program Description</u>
---------------------	----------------------------

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Collaborate (two-way conversation) - the communtiy will have a chance to shape the project by providing feedback.

Discussion:

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

Engagement/Communication Tools

Social media outreach campaign, the www.protectyourwater.net website, movie theater ads, radio ads in conjunction with Battle Creek, and displays and materials.

FISCAL IMPACT:

Acceptance of this grant will provide additional resources to the City's Water Fund. Funds to temporarily cover project costs during the interim period prior to reimbursement from EGLE are available in the 2019 Water O & M Budget and proposed for the 2020 Water O & M Budget. The Budget Project Number is 591-561-01-545.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

December 3, 2019

Ms. Jean Talanda
City of Kalamazoo
1415 North Harrison Street
Kalamazoo, Michigan 49007

Dear Ms. Talanda:

SUBJECT: Fiscal Year (FY) 2020 Wellhead Protection Program Grant Agreement
(Agreement)

City of Kalamazoo's grant application for a Wellhead Protection project under Fiscal Year 2020 Wellhead Protection Grant Program has been recommended for funding in the amount of \$70,000.00. In an effort to communicate efficiently, we ask that you review your Grantee Contact information on page one of the Agreement for accuracy. Please print off one copy and sign as an original (in blue ink and scanned in color). When the Agreement has been signed by both parties, an original will be returned to you.

If you have any questions regarding the Wellhead Protection Program, you can contact Mr. Jason Berndt at 989-705-3420 or Berndtj1@michigan.gov. For general questions relating to overall grant administration, please contact me at 517-284-6543 or kieblern@michigan.gov.

Sincerely,

Nicole Kiebler
Grant Coordinator
Administration Section
Drinking Water and Municipal Environmental Health
Division

Enclosure



WELLHEAD PROTECTION PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **City of Kalamazoo**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division ("State"), and **City of Kalamazoo** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1076, PA 399, as amended. Legislative appropriation of Funds for grant assistance is set forth in Public Act 57 of 2019. This Agreement is subject to the terms and conditions specified herein.

Project Name: Wellhead Protection Program

Amount of grant: \$70,000.00

Amount of match: \$70,000.00 = 50%

Start Date: October 1, 2019

Match from Previous Expenditures: \$70,000.00

% of grant state \$0 / % of grant federal 100%

PROJECT TOTAL: \$140,000.00 (grant plus match)

End Date: September 30, 2020

GRANTEE CONTACT:

Ms. Jean Talanda

Name/Title

City of Kalamazoo

Organization

1415 North Harrison Street

Address

Kalamazoo, Michigan 49007-2565

Address

(269) 337-8583

Telephone number

(269) 337-8535

Fax number

talandaj@kalamazoocity.org

E-mail address

38-6004-627

Federal ID number – (Required for Federal Funding)

79283214

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Jason Berndt, Environmental Quality Specialist

Name/Title

Source Water Unit

Division/Bureau/Office

2100 West M-32

Address

Gaylord, Michigan 49735-9282

Address

(989) 705-3420

Telephone number

(989) 731-6181

Fax number

Berndtj1@michigan.gov

E-mail address

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

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Eric J. Oswald, Director, Drinking Water and Environmental Health Division

Name/Title

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the

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

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

(D) All products shall acknowledge that the project was supported in whole or in part by Wellhead Protection Program, EGLE, per the guidelines provided by the program.

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

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any

subcontractor.

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

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

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of

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

XIV. DEBARMENT AND SUSPENSION

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

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

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

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

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

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

XXII. IRAN SANCTIONS ACT

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

XXII. QUALITY ASSURANCE/QUALITY CONTROL

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

XXIII. FEDERAL FUNDING REQUIREMENTS

A maximum of 100 % of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Capitalization Grants for Safe Drinking Water Revolving Fund and the CFDA number is 66.468. The federal grant number is FS-975487-18, and this grant is funded with Federal funds from the U.S. Environmental Protection Agency. By accepting this contract, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

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

Michigan Department of Environment, Great Lakes and Energy
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

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

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

- (B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) **Consultant Cap/Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

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

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

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

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

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

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

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

(F) **Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.** The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement FS975487-18 to EGLE. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

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

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

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

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

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

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

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

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

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

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

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

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

MBE 10% WBE 7.5%

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

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

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

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

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

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

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Responsibilities – Grantee

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

- A. Provide for oversight of the project.
- B. Meet with the Wellhead Protection (WHP) Team quarterly as a minimum team requirement.
- C. Submit a signed copy of the Quarterly Grant Team Progress Report after each quarterly WHP team meeting. Quarterly reports shall be sent to the EGLE, Drinking Water and Environmental Health Division, Source Water Unit, Gaylord Field Office, 2100 W. M-32, Gaylord, MI 49735-9282. The contact person is the Wellhead Protection Program Coordinator, Jason Berndt, who can be reached at 989-705-3420 or by e-mail at berndtj1@michigan.gov. If a Financial Status Report form is not submitted, the quarterly report shall include a statement that the request for payment is not being made as part of the Quarterly Grant Team Progress Report.
- D. Utilize all report forms and reporting formats required by the State.
- E. Complete for State approval the items listed in “Table 2: Grant Tabulation 2020.”

**Project Specific Requirements – Appendix A Continued**

Michigan Department of Environment, Great Lakes and Energy
Drinking Water and Environmental Health Division
Environmental Health Section
Source Water Unit

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

Program	Budget Period		Date Prepared
Wellhead Protection Grant Assistance	October 1, 2019 to September 30, 2020		10/30/2019
Local Agency City of Kalamazoo			
Description	Grant Assistance	Local Funds	Previous Expenditures
See attached “Table 2: Grant Tabulation 2020” for City of Kalamazoo	<u>\$70,000.00</u>	<u>\$0.00</u>	<u>\$70,000.00</u>

Completion is a Condition of Funding
Authority: 1976 PA 399

**Project Specific Requirements – Appendix A Continued**

Michigan Department of Environment, Great Lakes and Energy
Drinking Water and Environmental Health Division
Environmental Health Section
Source Water Unit

**WELLHEAD PROTECTION GRANT PROGRAM
PROGRAM BUDGET SUMMARY**

Program	Budget Period	Date Prepared		
Wellhead Protection Grant Assistance	October 1, 2019 to September 30, 2020	10/30/2019		
Local Agency City of Kalamazoo				
Address 1415 North Harrison Street	City Kalamazoo	State Michigan	Zip Code 49007-2565	Federal Identification No. 38-6004-627
	SOURCE OF FUNDS		TOTAL BUDGET	
1.	State Agreement		<u>\$70,000.00</u>	
2.	Local Match		<u>\$70,000.00</u>	

TABLE 2: Grant Assistance Tabulation 2020

Contract Period October 1, 2019 to September 30, 2020

City of Kalamazoo

Water Supply Name

EGLE USE ONLY

Previous Expenditures: \$ 106,706.33

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

Remaining Previous Expenditures for use as future local match:
\$36,706.33

(A) Grant Eligible Activities	(B) Deliverable	(C) Activity Cost	(D) Requested Grant Assistance	(E) Local Match	
				Local Funds	Previous Expend.
PREVIOUS EXPENDITURES TO BE USED THIS CONTRACT PERIOD:	EGLE approved previous expenditures	\$70,000	\$0	\$0	\$70,000
1) Multimedia infomercial series created: "How does the city provide safe and reliable quality water". 2) www.protectyourwater.net website routine operations and maintenance updates 3) Social media outreach strategy, including ads 4) Continuation of collaborative radio ad campaign in cooperation with Battle Creek Public Works	1) Website written summary report 2) Website O&M written summary report, website modifications 3) Invoices, strategy materials, metrics report 4) Written summary report / copy of ads.	\$44,190.00	\$44,190.00		\$0
Continuation of movie theater ads at Celebration Cinema, Kalamazoo 10 Theaters, and Portage 10 Theater, including video contest with KRESA	Written summary report and ads in theaters and website	\$22,310.00	\$22,310.00		\$0
Education and Outreach Materials	Written summary report with images	\$2,000.00	\$2,000.00		\$0
Protect Your Water banner art contest with the Kalamazoo Institute of Arts; production on 3 banners	Winning art banners	\$1,500.00	\$1,500.00		\$0
Total		\$140,000.00	\$70,000.00	\$0.00	\$70,000

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



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.13.**

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

FROM: Clyde J. Robinson, City Attorney
Reviewed by: James Baker, Public Services Director
Prepared by: Wendy Burlingham

DATE: January 6, 2020

SUBJECT: Grant of License to 400 Rose Canopy to Permit Canopy Over W. Lovell Sidewalk

RECOMMENDATION:

It is recommended that the City Commission authorize a license for the developers of the 400 Rose project to install a canopy over a portion of the sidewalk on W. Lovell Street.

BACKGROUND:

A canopy would extend over a portion of public sidewalk adjacent to an entry to the 400 Rose building. The proposed license is similar to many other grants to properties in the downtown area which permit elements such as signs and balconies to extend over a portion of public sidewalk.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

This program/project has a high degree of impact on the following Strategic Goal(s):
Economic Vitality: This project revitalized a downtown vacant lot.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform

Discussion: None

Engagement/Communication Tools

FISCAL IMPACT:

None

LICENSE AGREEMENT – RIGHT OF WAY ENCROACHMENT

This License Agreement (" Agreement ") is between the City of Kalamazoo ("the City"), 241 West South Street, Kalamazoo, Michigan 49007, and 400 Rose, LLC, a Michigan limited liability company and Park@Cedar II, LLC, a Michigan limited liability company whose addresses are 4200 West Centre Avenue, Portage, Michigan 49024 (Grantees). The parties agree as follows:

- 1) The City grants for one dollar and other valuable consideration, to Grantees a revocable license permitting the installation and maintenance of a canopy over a portion of the West Lovell Street public right of way as described on Exhibit A to this Agreement.
- 2) Grantees will coordinate their work on the installation and maintenance of the canopy with City staff, as may be necessary, in accordance with this Agreement.
- 3) Grantees will be responsible to remove snow and ice accumulations on the sidewalk beneath and adjacent to the overhead canopy area and otherwise be responsible to maintain the sidewalk in a condition reasonable safe for pedestrian travel and use.
- 4) Upon the termination of this Agreement, Grantees will remove the canopy and any supports, signs, and any other items placed within or on the public right of way.
- 5) Grantees agree to pay on behalf of the City, including their agents, employees and officials, and any claims of loss cause by Grantees' negligent acts or omissions that arise from its use and occupancy of the right of way under this Agreement. Additionally, Grantees agree to defend and hold harmless the City from and against all losses, liabilities, damages, claims, expenses (including, without limitation, reasonable attorneys' fees and expenses) and penalties asserted against or incurred by the City which arise out of, are incidental to, or connected with the existence of the canopy over the public right of way and asserted as resulting from any accident or other occurrence on or about or beneath the licensed premises or any portion of the canopy causing property damage, injury or death to any person. The provisions of this section shall survive the expiration and termination of this Agreement.
- 6) Either party may terminate this Agreement, with or without cause, upon providing the other with 48 hours written notice.

City of Kalamazoo

Dated: _____, 2020

By: James K. Ritsema
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by James K. Ritsema, City Manager of the City of Kalamazoo, a municipal corporation, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

400 Rose, LLC
a Michigan limited liability company

Dated: _____, 2020

By: _____
Its: Authorized Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by _____, a member of 400 Rose, LLC, a Michigan limited liability company, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

Park@Cedar II, LLC
a Michigan limited liability company

Dated: _____, 2020

By: _____

Its: Authorized Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

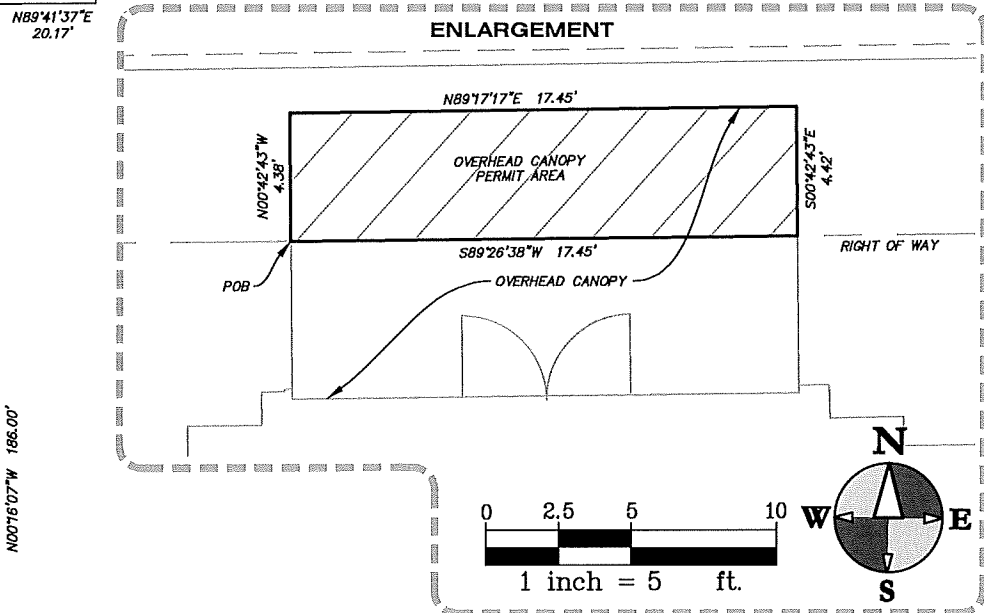
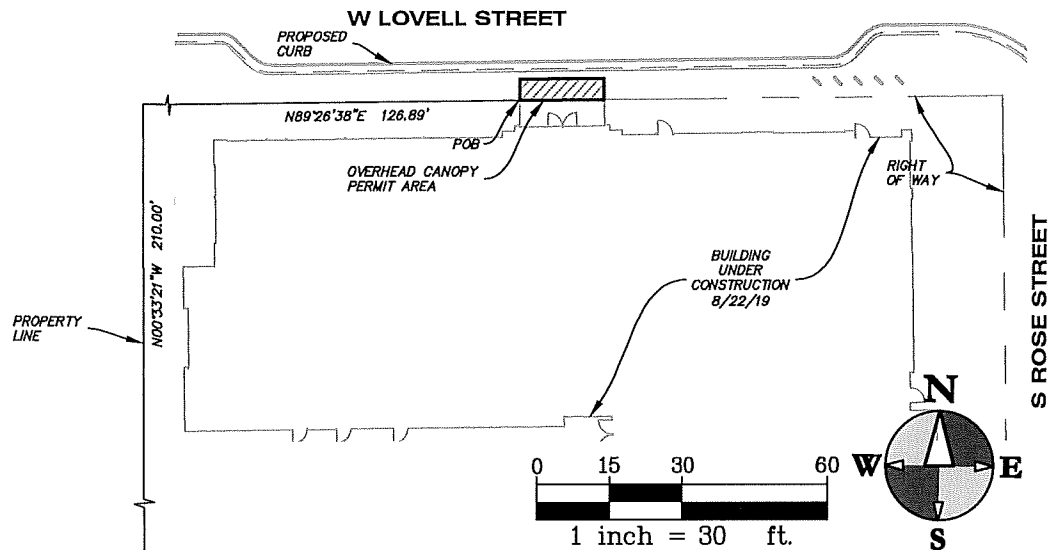
On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by _____, a member of Park@Cedar II, LLC, a Michigan limited liability company, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

Prepared by:
Clyde J. Robinson
City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707
(269) 337-8185

CANOPY RIGHT OF WAY PERMIT SKETCH



DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A HALF INCH IRON AT THE SOUTHWEST CORNER OF LOT 7 OF SILL'S ADDITION TO KALAMAZOO AS RECORDED IN LIBER K ON PAGE 438, KALAMAZOO COUNTY RECORDS, SAID IRON ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CEDAR STREET WITH THE EAST RIGHT-OF-WAY OF PARK STREET; THENCE ALONG THE NORTH LINE OF CEDAR STREET, NORTH 89 DEGREES 16 MINUTES 38 SECONDS EAST 375.69 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 07 SECONDS WEST 186.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 37 SECONDS EAST 20.17 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 21 SECONDS WEST 210.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST LOVELL STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 26 MINUTES 38 SECONDS EAST 126.89 FEET TO THE WEST FACE OF AN OVERHEAD CANOPY; THENCE ALONG SAID WEST FACE, NORTH 00 DEGREES 42 MINUTES 43 SECONDS WEST 4.38 FEET TO THE NORTH FACE OF SAID OVERHEAD CANOPY; THENCE ALONG SAID NORTH FACE NORTH 89 DEGREES 17 MINUTES 17 SECONDS EAST 17.45 FEET TO THE EAST FACE OF SAID OVERHEAD CANOPY; THENCE ALONG SAID EAST FACE, SOUTH 00 DEGREES 42 MINUTES 43 SECONDS EAST 4.42 FEET TO THE SOUTH RIGHT-OF-WAY OF WEST LOVELL STREET; THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY, SOUTH 89 DEGREES 26 MINUTES 38 SECONDS WEST 17.45 FEET TO THE WEST FACE OF SAID OVERHEAD CANOPY AND THE PLACE OF BEGINNING.

N89°16'38"E 375.69'

SOUTHWEST CORNER, LOT 7, SILL'S ADDITION TO KALAMAZOO

Drawing No.
A
1 OF 1

Title:
CANOPY ROW PERMIT
Project:
400 ROSE
Client:
CITY OF KALAMAZOO

Job No.: 17-06SD
Date: 08/22/19
Scale: AS NOTED
P.M.: TAK
Dft: BDE
QA/QC: 08/22/19

HS
hurley & stewart

hurley & stewart, llc
2800 south 11th street
kalamazoo, michigan 49009
269.562.4960 fax 269.562.4961
www.hurleystewart.com



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.14.**

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

FROM: Clyde J. Robinson, City Attorney
Reviewed by:
Prepared by:

DATE: January 6, 2020

SUBJECT: Grant of Easement to 400 Rose to Occupy a portion of W. Cedar Street Right of Way

RECOMMENDATION:

It is recommended that the City Commission authorize the execution of an easement to permit the developers of the 400 Rose project to occupy a narrow 40 inch landscape curb encroachment along the northern right of way of West Cedar St. for a distance of about 172.5 feet west from S. Rose St.

BACKGROUND:

As part of the design of the 400 S. Rose project a 10" curb was approved to frame the landscape elements adjacent to the public sidewalk along W. Cedar St. The curbing extends into the dedicated public right of way, necessitating an easement to permit the developer to legally locate and occupy a 40" x 172.47' portion otherwise used as a sidewalk.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name and Description

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

Economic Vitality: The 400 Rose project revitalized a vacant lot in downtown.

Inviting Public Places: The easement area will be part of a vibrant streetscape.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

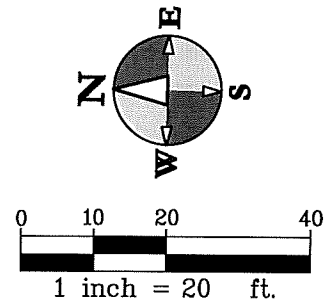
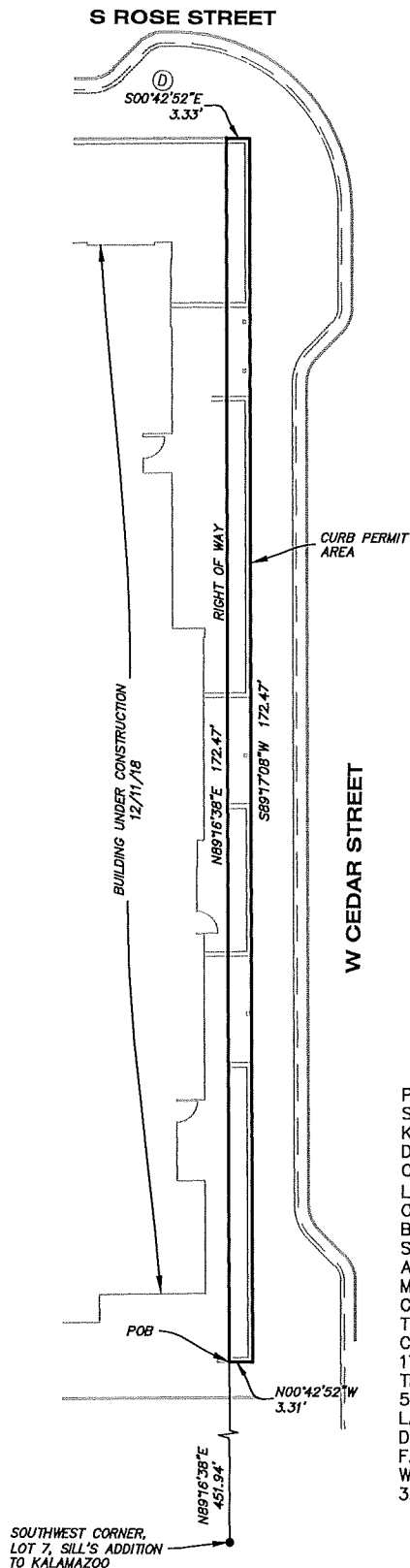
Discussion: None

Engagement/Communication Tools

FISCAL IMPACT:

None

LANDSCAPE CURB RIGHT OF WAY PERMIT SKETCH



DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT A HALF INCH IRON AT THE SOUTHWEST CORNER OF LOT 7 OF SILL'S ADDITION TO KALAMAZOO AS RECORDED IN LIBER K ON PAGE 438, KALAMAZOO COUNTY RECORDS, SAID IRON ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CEDAR STREET WITH THE EAST RIGHT-OF-WAY OF PARK STREET; THENCE ALONG THE NORTH LINE OF CEDAR STREET, NORTH 89 DEGREES 16 MINUTES 38 SECONDS EAST 451.94 FEET TO THE WEST FACE OF A CONCRETE LANDSCAPE CURB AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF CEDAR STREET, NORTH 89 DEGREES 16 MINUTES 38 SECONDS EAST 172.47 FEET TO THE EAST FACE OF SAID LANDSCAPE CURB; THENCE ALONG SAID EAST FACE SOUTH 00 DEGREES 42 MINUTES 52 SECONDS EAST 3.33 FEET TO THE SOUTH FACE OF SAID LANDSCAPE CURB; THENCE ALONG SAID SOUTH FACE, SOUTH 89 DEGREES 17 MINUTES 08 SECONDS WEST 172.47 FEET TO THE WEST FACE OF A CONCRETE LANDSCAPE CURB; THENCE ALONG SAID WEST FACE, NORTH 00 DEGREES 42 MINUTES 52 SECONDS WEST 3.31 FEET TO THE POINT OF BEGINNING.

Drawing No.

A

1 OF 1

Title: **LANDSCAPE CURB ROW PERMIT**
Project: **400 ROSE**
Client: **CITY OF KALAMAZOO**

Job No.: 17-083D
Date: 01/09/19
Scale: AS NOTED
P.M.: TAK
Dft: BDE
QA/QC: 01/09/19

HS
hurley & stewart

hurley & stewart, llc
2800 south 11th street
kalamazoo, michigan 49009
269.562.4060 fax 269.562.4061
www.hurleystewart.com



Department of Public Services
Stockbridge Facility
Traffic Operations Division
415 Stockbridge Avenue
Kalamazoo, MI 49001
(269) 337-8601 FAX: (269) 337-8533

PUBLIC RIGHT-OF-WAY

APPLICATION

To construct, operate, maintain, use and/or
remove within the City right-of-way and/or
City Controlled Easement

Permit Applications can take
up to 7 days to approve.
Please plan accordingly.

If applicant hires a contractor to perform work, BOTH shall assume responsibility for the provisions of this Application and Permit.

APPLICANT—Please Print			CONTRACTOR—Please Print		
Name 400 Rose, LLC & Park@Cedar II, LLC			Name AVB Construction, LLC		
Address 4200 West Centre Ave			Address 4200 West Centre Ave		
City Portage	State MI	Zip 49024	City Portage	State MI	Zip 49024
Day Phone 269-323-2022	PM Phone	Fax	Day Phone 269-323-2022	PM Phone	Fax

WORK TO BE PERFORMED (Check all that apply)

- | | | |
|---|---|---|
| ☐ Residential Driveway | ☐ Curb & Gutter | ☐ Sidewalk |
| ☐ Commercial Driveway | ☐ Temporary Encroachment | ☐ Utility Permit |
| Are there any City Trees that will be removed? | ☐ Dumpster | ☐ Sanitary Sewer Conn. |
| ☐ No | ☐ Storage Container (PODS) | ☐ Storm Water Conn. |
| ☒ Yes (City Tree Committee approval required prior to issuance of the permit. If unsure, contact Public Services Dept. at 337-8731) | ☐ Banners | ☒ Other <u>Landscape Curb</u> |

I make application for a permit for the purpose indicated as detailed below and/or as provided in the attached plans and specifications at the following location:

Construction Address 400 S Rose St	Date work to begin January 2019	Date work to be completed March 2020
Purpose (Description of work to be performed/completed):		Attached Plans and Specifications ☐ Yes ☐ No
		Bond Current ☐ Yes ☐ No

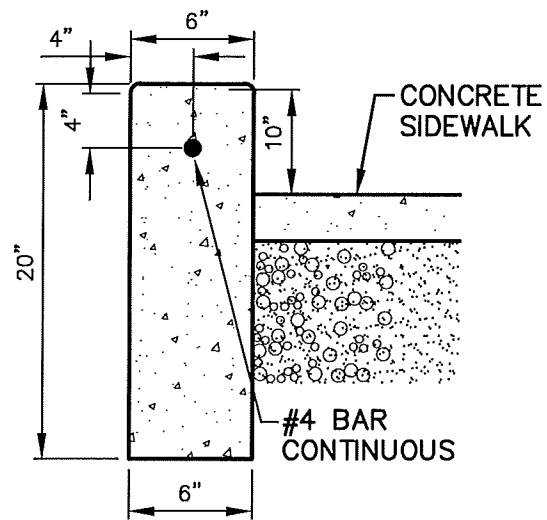
I understand and accept the following conditions:

1. Commencement of the work set forth in the permit application constitutes acceptance of the permit as issued.
2. The undersigned agrees to perform the above designed work under his/her license and in accordance with the provisions of the ordinances of the City of Kalamazoo, and the rules and specifications of the Department of Public Services for such work.
3. The undersigned agrees to follow and observe the Key Requirements and Conditions set forth on the back of this Application and Permit

APPLICANT/AUTHORIZED AGENT SIGNATURE — If Authorized Agent, I certify that I am acting as Authorized Agent of behalf of named Applicant.		
Signature 	Printed Name & Title GREGORY A DOBSON, AUTHORIZED AGENT	Date 1/10/19

FOR CITY OF KALAMAZOO OFFICE USE ONLY

Sign Off / Review:		
Traffic	Water	Sanitary/Storm
Additional City of Kalamazoo Requirements:		



LANDSCAPE CURB DETAIL

NOT TO SCALE

PUBLIC RIGHT OF WAY ENCROACHMENT EASEMENT AGREEMENT

As set forth in this Easement Agreement ("Agreement"), the City of Kalamazoo, a municipal Michigan corporation, whose address is 241 West South Street, Kalamazoo, MI 49007, ("City"), in consideration of \$1.00 and other valuable consideration, the sufficient value and receipt of which is acknowledged, grants to 400 Rose, LLC, a Michigan limited liability company and Park@Cedar II, LLC, a Michigan limited liability company whose addresses are 4200 West Centre Avenue, Portage, Michigan 49024 ("Developers"), an easement for the purposes set forth below, over, across, and upon a portion of land dedicated as public right of way and under the jurisdiction of the City along W. Cedar Street between S. Rose Street and S. Park Street.

Recitals:

- A. Developers own a parcel of property located at the northwesterly corner of W. Cedar and S. Rose Streets in the City of Kalamazoo on which has been built a structure for residential and commercial business use and which extends into and occupies a portion of dedicated street right of way for public use.
- B. The area of encroachment ("Easement Area") is legally described in Exhibit A to this Agreement.
- C. As used in this Agreement, the term "Developers" includes their assigns and successors.

THEREFORE, in consideration of the above, the City and Developers agree as follows:

- 1. *Recitals:* The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.
- 2. *Easement Grant/Description of Easement Area:* Subject to the terms and conditions set forth in this Agreement, the City grants to Developers an easement to occupy a portion of the public right of way with landscape curbing on West Cedar Street between South Rose and South Park Streets and as described on Exhibit A to this Agreement.
- 3. *Limitations on Use of Easement Area:* Developers shall not construct or place any additional structures, sign or other item within the Easement Area without the express prior written consent of the City.

4. *Duration of Easement:* The grant of the easement over the Easement Area is subject to and limited by any one of the following:
 - a) Developers are not permitted to materially increase the burden on the Easement Area.
 - b) In the event of demolition of the adjoining residential/commercial use structure adjoining the Easement Area which has necessitated this Agreement, the easement granted herein is extinguished.
 - c) Developers shall maintain the landscape curbing in good repair and not permit the landscape curbing to cause the adjoining public sidewalk to fall into disrepair. Any disrepair to the adjoining public sidewalk caused by the existence or disrepair of the landscape curbing will be timely addressed and repaired by the Developers upon notice by the City.
 - d) If Developers materially breach their obligations under this Agreement and fails to cure the same within thirty (30) days after notice of such breach is given to them, then the City may avail itself of any remedies to which it is entitled under Michigan law, including the termination of this easement.
5. *Maintenance of Easement Area.* The obligation to maintain the Easement Area is solely that of the Developers, without cost or expense to the City. The City shall not interfere with Developers' rights, nor materially increase the burden upon the Easement Area, subject to the following:
 - a) The City may maintain, repair, install or replace any underground structure, equipment, utility lines and appurtenances located on or within the right of way adjacent to the Easement Area.
 - b) The City shall provide Developers at least 24-hour notice before any of those activities will occur unless in the case of an emergency as determined by the City.
6. *Effective Date:* The easement granted under this Agreement will begin upon execution by authorized representatives of both parties
7. *Insurance Coverage:* Developers will provide to the City satisfactory evidence of insurance coverage which will include, at minimum, General Liability (bodily injury and property damage combined) of at least \$1 million per occurrence. Developers and its authorized representatives may provide City with insurance binders or insurance riders as evidence of insurance.
8. *Indemnification:* Developers agree to indemnify, defend and hold harmless the City, including its officers, officials, agents and employees, from any claims, expenses, causes of action and expenses (including reasonable attorneys' fees) relating to the existence of the Easement Area and its use by the public and by any parties which have the right to use the Easement Area as stated in this Agreement. The provisions of this section shall survive the expiration and termination of this Agreement.
9. *Notices:* All notices and other communications required or permitted under this Agreement are effective only if done in writing and delivered (i) personally, or (ii) by first-class mail – postage prepaid and forwarded to the addresses set forth in this Agreement (or any other address that is specified in writing by either party) and shall be deemed delivered on the date personally delivered or placed in the mail.

10. *Attorney Fees and Costs.* If either party shall bring a lawsuit against the other party for breach of the other party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including, without limitation, reasonable attorney fees. The "prevailing party" shall be determined by the court hearing such matter.

City of Kalamazoo

Dated: _____, 2020

By: James K. Ritsema
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by James K. Ritsema, City Manager of the City of Kalamazoo, a municipal corporation, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

400 Rose, LLC
a Michigan limited liability company

Dated: _____, 2020

By: _____
Its: Authorized Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by _____, member of 400 Rose, LLC, a Michigan limited liability company, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

Park@Cedar II, LLC
a Michigan limited liability company

Dated: _____, 2020

By: _____
Its: Authorized Member

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On _____, 2020, the foregoing instrument was acknowledged before me, a notary public, by _____, member of Park@Cedar II, LLC, a Michigan limited liability company, on its behalf.

Notary Public

County, Michigan
My Commission Expires: _____

Prepared by & after recording return to:
Clyde J. Robinson
City Attorney
241 West South St.
Kalamazoo, MI 49007
(269) 337-8185



City Commission Agenda Report

City of Kalamazoo

Date: **1/6/2020**

Item: **F.15.**

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 - Water Resources

DATE: January 6, 2020

SUBJECT: Approval of a Purchase Agreement with Texas Charter Township for Property for the 6th Street South Elevated Water Storage Tank Project

RECOMMENDATION:

It is recommended that the City Commission approve a purchase agreement with Texas Charter Township in the amount of \$27,500 and final paving of the Park parking lot; and authorize the City Manager, or his designee, to sign all required documents to complete the purchase.

BACKGROUND:

The Water Resources Division of Public Services identified a deficiency of approximately 1.0 to 1.5 million gallons of elevated storage in the Super High Pressure District of the City of Kalamazoo's Water System to meet the recommended 25% of the Maximum Day Demand. In addition to increasing the storage capacity of the Super High Pressure District, a tank located south of I-94 would be able to assist with stabilization of pressure fluctuations due to pumps turning off and on in the district. Public Services identified property for this project that is currently owned by Texas Charter Township which they are currently developing as a park. Public Services reached out to Texas Charter Township about the possibility of purchasing a portion of the park property for an elevated water storage tank. Texas Charter Township was in favor of the project so design commenced to determine the amount of property that would be needed. The execution of the Purchase Agreement will allow for construction of the elevated water storage tank to begin in 2020.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program:

Program Name

Program Description

Safe Community

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement
Inform

Discussion:

This project has been presented at multiple Township meeting and the Purchase Agreement been approved by the Township Board.

Engagement/Communication Tools

FISCAL IMPACT:

The funding for the project is available in the City's 2019 Water Capital Improvement Budgets. Project funding and estimated costs are as follows:

Funding:

wat0200080 \$27,500.00
\$27,500.00

Costs:

Purchase Price \$27,500.00
\$27,500.00

PURCHASE AGREEMENT

This Agreement is entered into between Texas Charter Township whose address is 7110 West Q Avenue, Kalamazoo, Michigan, 49009 ("Seller"), and the CITY OF KALAMAZOO a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 ("Purchaser"), and

Recitals:

A. The Seller is the owner of a vacant parcel of real estate, identified as Parcel No. 3909-10-176-030, with the address of 6371 South 6th Street ("Property").

B. Seller and Purchaser 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. DESCRIPTION OF THE PROPERTY. The Property, as described above, covers approximately 2.020 acres. The legal description for the Property is as described in **Exhibit A** ("Property") and shown on **Exhibit B** ("Property Survey").

2. CONSIDERATION. Purchaser agrees to purchase the Property from the Seller for the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) (the "Purchase Price"), and payment by Purchaser of the final paving of the adjacent park's parking lot as shown on **Exhibit C**. The Seller agrees to convey the Property by a covenant deed, in which the 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.

3. TITLE INSURANCE. At its sole option and expense the Purchaser 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. The 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.

4. INSPECTION. Once Purchaser has signed this Agreement, its employees, 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 time 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").

5. SELLER'S REPRESENTATIONS AND WARRANTIES. To the best of its knowledge, the Seller 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 the 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 the covenants referenced in this Agreement;

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

6. 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 Diligence Activities done on their behalf regarding the Property;

B. All representations and warranties of the 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 12, then Purchaser may terminate this Agreement by written notice to Seller.

7. ENVIRONMENTAL ASSESSMENT. As part of its Due Diligence Activities, Purchaser may, at its 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 under Act 451, Purchaser may complete and submit a Baseline Environmental Assessment ("BEA") to the Michigan Department of Environmental Quality ("MDEQ") as provided under Act 451

(collectively, Environmental Assessments). Purchaser may also maintain on file a Due Care Plan.

8. 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, they shall have the right to terminate this Agreement by giving written notice to Seller as provided in Paragraph 13.

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

9. CLOSING. The closing shall occur within 60 days from the effective date of this Agreement under Paragraph 13, unless extended under Paragraph 12.

10. 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.

11. 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.

12. TERMINATION – CONDITION OF PROPERTY. Within ten (10) days following the receipt of documents from the Seller or the completion of Due Diligence 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 whether or not 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 12. If Purchaser notifies the Seller of its intent to terminate this Agreement in accordance with this Paragraph 12, neither party shall have any further rights or obligations under this Agreement.

13. TOWNSHIP AND CITY APPROVAL. The approval by the City Commission for the City of Kalamazoo and the Township Board for Texas Charter Township is required before this Agreement is effective and binding. If such approval is not

made within 90 days after Seller has signed this Agreement, it shall be deemed null and void and of no force and effect.

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

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

16. MAINTENANCE AND CLOSURE. As long as 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.

17. 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:

Seller: Texas Charter Township
ATTN: Superintendent
7110 West Q Avenue
Kalamazoo, MI 49009

Purchaser: City of Kalamazoo
ATTN: 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.

18. 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.

19. 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 of the representations and statements by the Seller and Purchaser to one another and express the entire understanding between them with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

FORM APPROVED

ROC

CITY ATTORNEY

12/18/19

Dated: _____, 2019

City of Kalamazoo

By: _____

James K. Ritsema

Its: City Manager

Dated: December 2, 2019

Texas Charter Township

By: Julie VanderWiere
Julie VanderWiere
Its: Superintendent

Prepared by:
Richard O. Cherry
Assistant City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707
(269) 337-8185

PARCEL DESCRIPTION

Exhibit "A" - (PROPERTY)

LEGAL DESCRIPTION (39-09-10-176-010)
(BASED ON TITLE POLICY ISSUED BY: ATA NATIONAL TITLE GROUP, FILE No.: 39-19637190-SSP)

The lands referred to herein below are situated in the Texas Township, Kalamazoo County, State of Michigan, described as follows:

The North 1/2 of the SW 1/4 of the NW 1/4 of Section 10, Town 3 South, Range 12 West. Also, the SE 1/4 of the NW 1/4 of Section 10, Town 3 South, Range 12 West, excepting therefrom the East 190 feet thereof.

AND

Beginning at the NW corner of Section 10, Town 3 South, Range 12 West; thence East on the North line of Section 10, 661.90 feet; thence South 1327.25 feet; thence West 666.30 feet to the West line of Section 10; thence North on the West line of Section 10, 1326.0 feet to the Point of Beginning. Excepting the North 480 feet thereof. Subject to all easements and restrictions of record, if any.

WATER TOWER PARCEL

A parcel of land situated in the NW 1/4 of Section 10, Town 3 South, Range 12 West, Texas Township, Kalamazoo County, Michigan, described as follows:

Commencing at the NW corner of said Section 10; thence S 00°53'00" W 1325.18 feet along the West line of said Section 10; thence S 88°49'58" E 2038.69 feet; thence S 00°48'40" W 30.0 feet to the Point of Beginning; thence S 88°49'58" E 400.0 feet; thence S 00°48'40" W 220.0 feet along the East line of said parent parcel; thence N 88°49'58" W 400.0 feet; thence N 00°48'40" E 220.0 feet to the Point of Beginning.

Contains 88,000 square feet or 2.020 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PARCEL DESCRIPTION PART OF THE NW 1/4 OF SECTION 10 T.3S., R.12W., TEXAS TOWNSHIP, KALAMAZOO COUNTY PARCEL ID# 09-10-176-010		SCALE H: 1"=200'
DATE: 10-28-19	CLIENT: CITY OF KALAMAZOO	SHEET 1 OF 2
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
0039-18-0020		
COPYRIGHT 2015 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM		

WATER TOWER PARCEL DESCRIPTION

Exhibit "B" - (PROPERTY SURVEY)

S 6TH ST.

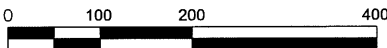
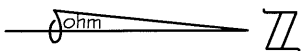
W LINE SEC. 10

S00°53'00"W
1325.18'

EX. 33' ROW.

NW COR.
SEC. 10
T3S, R12W

W O AVE.



SCALE: 1" = 200'

09-10-176-010
TEXAS CHARTER TOWNSHIP
6321 S 6TH ST.
KALAMAZOO, MI 49009

09-10-101-021
PERCY & SABRINA JENKINS

09-10-126-011
ANDY & SONYA DEVRIES

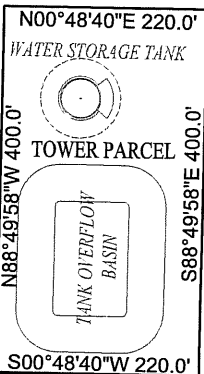
09-10-125-014
LUKE & JOLANDA DEVRIES

09-10-178-020
CONSUMERS ENERGY

09-10-178-020
CONSUMERS ENERGY

LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING



POB-TOWER PARCEL

WATER TOWER PARCEL
PART OF THE NW 1/4 OF SECTION 10
T.3S., R.12W., TEXAS TOWNSHIP, KALAMAZOO COUNTY
PARCEL ID# 09-10-176-010

SCALE
H: 1"=200'
SHEET
2
OF 2



DATE: 10-28-19 CLIENT: CITY OF KALAMAZOO JOB #: 0039-18-0020
34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM
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