



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, April 20, 2026

7:00 PM

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Pastor Bret Laird, Calvary Bible Church
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. National Work Zone Awareness Week
 - b. Arbor Day
 - c. Earth Day
 - d. International Compost Awareness Week
 - e. April as Kalamazoo Valley Community College Month

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC COMMENTS

F. PUBLIC HEARINGS

1. Public hearing to receive comments on the Program Year 2026 Action Plan required by the U.S. Department of Housing and Urban Development (**Action:**

Motion to approve the Program Year 2026 Action Plan, Action Plan Budget, and Budget Amendment)

G. CONSENT AGENDA

(Action: Motion to approve items “1-11” and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a contract extension with Eco-Patcher, Inc. for 2026 spray patching in the amount of \$129,600.
2. Approval of a contract with L&T Painting for the Beech Water Storage Tank rehab project in the amount of \$222,000.
3. Approval of a two-year professional service agreement with Stantec for water rate and water financial consulting services in the amount of \$229,158.
4. Approval of a professional service agreement with Niswander Environmental, LLC for the Spring Valley Dam improvements project in the amount of \$355,000.
5. Approval of professional service agreement with Prein & Newhof for construction engineering services related to the 2026 Drinking Water State Revolving Fund non-copper service replacement project in the amount of \$400,000.
6. Approval of a contract supplemental and change order with Tetra Tech, Inc. for phase 2 of the pump stations phosphate and electrical and instrumentation upgrades project in the amount of \$542,505.
7. Adoption of a RESOLUTION authorizing the Community Planning and Economic Development Director as the City's official representative and certifying officer for U.S. Department of Housing and Urban Development grant documentation.
8. Approval of the following appointment and term extensions for boards and commissions:
 - the appointment of **Seth Chapman** to the Parks and Recreation Advisory Board for a term expiring on January 1, 2028.
 - the extension of **Melissa Paduk's** term on the Historic Preservation Commission for six months, to expire on September 31, 2026 or when a successor is appointed, whichever comes first.
 - the extension of **Fred Edison's** term on the Historic Preservation Commission for six months, to expire on September 31, 2026 or when a successor is appointed, whichever comes first.

9. Approval of a utility easement agreement with KSRR, LLC for sanitary sewer installed as part of the Kalamazoo Event Center project.
10. Approval of a non-motorized path easement agreement with CD Arena, LLC for non-motorized path installed as part of the Kalamazoo Event Center project.
11. Approval of the minutes from the City Commission meetings on April 6, 2026.

H. REGULAR AGENDA

1. Approval of the sale of 808 Simpson Street to Kalamazoo Neighborhood Housing Services for the sale price of \$500; and an amendment to the Housing Programs budget in the amount of \$970. **(Action: Motion to approve the property sale and budget amendment)**
2. Authorization for the Brownfield Redevelopment Authority to accept a Brownfield Redevelopment Grant from the Michigan Department of Environment, Great Lakes, and Energy in support of the Kalrecovery Housing Project in the amount of \$1,000,000; and approve a budget amendment for the same amount. **(Action: Motion to authorize grant acceptance and approve the budget amendment)**

I. REPORTS AND LEGISLATION

1. City Manager's Report
2. City Clerk's Report

J. UNFINISHED BUSINESS

K. POLICY ITEMS

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

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

O. ADJOURNMENT

ADDITIONAL INFORMATION

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Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047. Persons who wish to contact members of the City Commission prior to the meeting to provide input about items on the meeting agenda may do so via email to CityCommission@kalamazoocity.org.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazoocity.org. You may also use the QR Code below to access agendas and agenda packets.



QR Code to Access the Agenda & Agenda Packet

Use the camera on your phone or mobile device to scan the QR Code and then follow the instructions that appear on your screen.

The link will take you to <https://kalamazoomi.portal.civicclerk.com/> where you can view the meeting agendas and agenda packets.

The Kalamazoo City Commission's 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). Committee of the Whole meetings are held immediately prior to business meetings at 5:00 p.m. Both meetings are also streamed live on the City's [Facebook page](#) and [YouTube Channel](#).

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.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **F.1.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: Antonio Mitchell, Director Community Planning and Economic Development
Prepared by: Sharilyn Parsons, Community Development Manager and Julie Johnston, Compliance Specialist II

DATE: April 20, 2026

SUBJECT: Program Year 2026 Action Plan Public Hearing

RECOMMENDATION:

It is recommended that the City Commission approve the Program Year 2026 Action Plan, which supports the housing, neighborhood solutions, and public service goals and outcomes established in the 2025-2029 Consolidated Plan.

BACKGROUND:

The City of Kalamazoo has been an entitlement community receiving funds from the U.S. Department of Housing and Urban Development (HUD) since the inception of the formula grants in 1974. Each year the city is required to submit an Action Plan to HUD that will identify how the grant funds allocated for that Program Year (PY) will be utilized. The activities described in the Annual Action Plan are a result of the goals and strategies developed through an extensive public process that created the 2025 – 2029 Consolidated Plan (approved by the City Commission on April 21, 2025). PY2026 (July 1, 2026 through June 30, 2027) represents the second program year of the current Consolidated Plan.

The final allocation from HUD was recently published, and the City of Kalamazoo will receive \$2,102,633.56 under two entitlement programs: \$1,611,363 in Community Development Block Grant (CDBG) and \$491,270.56 in HOME Investment Partnerships Program (HOME) funds.

In addition to the annual entitlement funds, the city is required to detail how any unallocated dollars or funds that need to be reprogrammed from previous program years, as well as program income, are expected to be spent. Program income is defined as any gross income received that was directly generated from the use of HUD funds. As part of the action plan process, any anticipated program income must be identified and assigned to an eligible project.

Between CDBG and HOME, there are \$521,883.02 in funds that need to be reallocated to a project approved in the 2025-2029 Consolidated Plan as part of the PY2026 Action Plan. These dollars primarily resulted from a large CDBG program income payment in PY2025 from an older housing project repaying a loan. Per HUD requirements, this program income must be utilized by the city within the program year it was received on active approved projects before spending entitlement dollars. This resulted in unspent CDBG entitlement funds that are now required to be assigned to projects in the PY2026 Action Plan.

The complete budget and subrecipient recommendations from the Community Development Act Advisory Committee (CDAAC) and Community Planning and Economic Development (CPED) staff are attached to this report. The draft PY2026 Action Plan can be found on the city's website at <http://www.kalamazoocity.org/HUDplans>.

The following tables outline the total dollar amount and expected outcomes anticipated for PY2026:

PY2026 Funding Source	Amount
CDBG Entitlement	\$1,611,363.00
CDBG Uncommitted 2024 & 2025	\$246,549.14
CDBG Program Income	\$150,000.00
CDBG KNHS Program Income	\$24,000.00
HOME Entitlement	\$491,270.56
HOME Uncommitted 2025	\$275,333.88
HOME Program Income	\$4,800.00
Total Funding:	\$2,803,316.58

Additional Table on Following Page

Goal	HUD Outcome Indicators	Activities	PY2026 Anticipated Outcomes (Beneficiaries)
Attainable and affordable housing	Rental units rehabbed	Rehabilitated rental units for low-income households	3
	Homeowner housing rehabbed	Single-family, owner-occupied critical and code repairs	79
	Tenant-based rental assistance	Security deposit assistance	45
		Rental assistance for low-income households	40
	Housing code enforcement	Housing units inspected in CDBG-eligible neighborhoods	1,500
Neighborhood solutions, beautification, and improvements	Public facilities or infrastructure improvements	Neighborhood improvement projects (2 projects with area wide benefits)	8,235
	Code enforcement	Code inspections in CDBG-eligible neighborhoods	1,500
Expanding access to public services	Public service activities	Youth homeless shelter drop-in services	50
		Rental assistance for people living with HIV	20
		Legal assistance for low-income households	60
		Parent Literacy Together: A multi-generational approach to learning and employment	100
		Expanding Equitable Pre-K Access: for low-income families through tuition, support, and teacher development	60
		Crisis response and emergency shelter for survivors of domestic violence	50

STRATEGIC VISION ALIGNMENT:

The PY2026 Action Plan supports a number of strategic vision goals as it funds a variety of activities, including rental and security deposit assistance; homeowner critical and accessibility repairs; public services for youth development, people living with HIV/AIDS, the unhoused, survivors of domestic violence, and low-income households; neighborhood improvements; and code administration. The activities planned in PY2026 align with the city's strategic vision in the following ways:

Complete Neighborhoods - Residential areas that support the full range of people's daily needs.

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.

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

Shared Prosperity - Abundant opportunities for all people to prosper.

Youth Development - A place with supports where young people thrive.

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

COMMUNITY ENGAGEMENT:

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

The development of the City of Kalamazoo PY2026 Action Plan is an extension of the 2025-2029 Consolidated Plan, and requires an open process for interested persons to provide input on the outcomes of the Plan. The HUD required steps include a 30-day comment period and a public hearing before HUD's submittal deadline.

Per the city's HUD Citizen Participation Plan, a public notice was placed in the Kalamazoo Gazette and on MLive noting the 30-day public comment period, which began on March 8th and ended on April 7th. Notice of the 30-day public comment period was also placed on the city's social media accounts, including Facebook and LinkedIn. No public comments were received. An additional public notice was placed in the Kalamazoo Gazette and on MLive with the date of the City Commission public hearing, with an additional push through the city's social media accounts and the city's website. Notices were sent to the applicants who are recommended for funding, as well as the list of interested parties kept by the Community Development Division, which includes 66 organizations. The draft PY2026 Action Plan was placed on the city's website and was available at the Community Planning and Economic Development office for review. Comments on the Plan can be provided throughout the 30-day public comment period and at the public hearing.

FISCAL IMPACT:

A budget amendment is being requested with this Action Plan adoption. The reallocated \$246,549.14 in CDBG and \$275,333.88 in HOME prior year funds are available in the fund balances. The \$2,102,633.56 in PY2026 entitlement funds through the CDBG (\$1,611,363) and HOME (\$491,270.56) will be received as reimbursements of eligible expenses following HUD's execution of the PY2026 grants. Approximately \$150,000 in CDBG and \$4,800 in HOME program income is anticipated from previously funded housing development loan repayments. In addition, approximately \$24,000 in CDBG program income is anticipated in PY2026 from the Kalamazoo Neighborhood Housing Services roof replacement program. These funds are retained by Kalamazoo Neighborhood Housing Services and are not represented in the City's budget but are required to be reported by the city to HUD. In all, the complete expected budget for program year 2026 totals \$2,803,316.58.

This Action Plan also recommends specific activities for \$120,000 of PY2025 CDBG public service dollars. These dollars were allocated to the public service project during the approval of the PY2025 Action Plan, but not to a specific activity due to the timing of the Request for Proposal process. CDAAC reviewed public service proposals for both the PY2025 allocated funds and the PY2026 anticipated funds through a combined Request for Proposals process, which began in the fall of 2025. Their recommendations from this process are outlined on Page 42 of the draft Action Plan. Since these funds were already approved as part of PY2025, they were not included in the expected total for PY2026.

All funds detailed above are assigned to individual activities as shown in the Project Summary tables on pages 39 to 45 of the Action Plan, found on the city's website at <http://www.kalamazoocity.org/HUDplans.The> budget amendment is attached to this report.

PY20206 DRAFT Action Plan Funding and Subrecipient Activity Recommendations

PY2026 DRAFT Action Plan	
Funding	Amount
CDBG Entitlement	\$1,611,363.00
CDBG Uncommitted 2024 & 2025	\$246,549.14
CDBG Program Income	\$150,000.00
CDBG KNHS Program Income	\$24,000.00
HOME Entitlement	\$491,270.56
HOME Uncommitted 2025	\$275,333.88
HOME Program Income	\$4,800.00
Total Funding:	\$2,803,316.58

In addition to the funding noted above, the PY2026 Action Plan includes \$120,000 of public service funds approved as part of the PY2025 Action Plan. These dollars were allocated to the public service project during the approval of the PY2025 Action Plan, but not to a specific activity due to the timing of the Request for Proposal process. The Community Development Act Advisory Committee (CDAAC) reviewed public service proposals for both the PY2025 allocated funds and the PY2026 anticipated funds through a combined Request for Proposals process. Since these funds were already approved as part of PY2025, they were not included in the expected total for PY2026 outlined above.

PY2026 DRAFT Action Plan		
Project	Activity	PY2026 Budget
Single-Family Homeowner Repairs	Community Homeworks - Critical Home Repair Program	\$250,000.00
	Kalamazoo Valley Habitat for Humanity - Critical Home Repair Program	\$120,000.00
	Milestone Senior Services - Critical and Accessible Home Repairs for Seniors	\$100,000.00
	Kalamazoo Neighborhood Housing Services - Roof Replacement	\$120,000.00 (+\$24,000 of est. program income)

PY2026 DRAFT Action Plan		
Project	Activity	PY2026 Budget
Rental Assistance	Housing Resources, Inc. - Tenant-Based Rental Assistance	\$575,723.56
	Housing Resources, Inc. - Security Deposit Assistance	\$120,000.00
Neighborhood Solutions	Northside Association for Community Development - Public Improvement Project	\$200,000.00
	City of Kalamazoo - Blight Elimination at 322 Stockbridge	\$251,188.00
Public Services	Catholic Family Services - ARK Youth Homeless Shelter Drop-In Services	\$20,000.00
	Community AIDS Resources and Education - Rental Assistance for People Living with HIV	\$25,000.00
	Legal Aid of Western Michigan - Legal Assistance to Low-Income Households	\$40,000.00
	Kalamazoo Literacy Council - Parent Literacy Together	\$50,000.00
	KC Ready 4s - Expanding Equitable Pre-K Access	\$50,000.00
	YWCA - Survivor Stabilization Initiative	\$35,000.00
Community Housing Development Organization (CHDO) Project	New Horizon Village Nonprofit Housing Corporation - Rehabilitation of Rental Units at 2500 St. Albans Way	\$150,000.00
Code and Property Standards	City of Kalamazoo Community Planning and Economic Development Housing Inspections and Code Enforcement Division – Inspections related to rental housing certifications and code standards	\$400,000.00
PY2026 Grant Administration	City of Kalamazoo Community Planning and Economic Development Department, Community Development Division - Manage the federal funds provided in PY2026 and any remaining activities from previous program years.	\$392,405.02



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.1.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Tom Palumbo, Senior Civil Engineer

DATE: April 20, 2026

SUBJECT: Approval of a contract extension with Eco Patcher Inc for 2026 Spray Patching
(Bid Ref# 91384-009.1)

RECOMMENDATION:

It is recommended that the City Commission approve a contract extension with Eco Patcher Inc for 2026 Spray Patching in the amount of \$129,600.00.

BACKGROUND:

The Public Works Division is consistently seeking ways to maintain, repair, and fix roadways in a cost effective and efficient manner. The City uses many techniques: mill and resurfacing, chip sealing, fog sealing, micro surfacing, crack sealing, reconstructions, and pothole patching. Spray patching has proven to be an effective addition to these efforts.

The City began spray patching with a small contract in 2023 and has expanded the program each year since, with consistently high-quality results. Eco Patcher has been the City's contractor for this work and has delivered excellent performance.

Public Works is seeking to extend Eco Patcher's 2025 contract into 2026 to continue the spray patching program. We are requesting approval of a budgeted amount of \$129,600.00.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Connected City - A City networked for walking, biking, riding, and driving

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

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

Complete Neighborhoods - residential areas that support the full range of people's daily needs

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 funds required for this contract are \$129,600.00. The funding available and estimated costs are detailed below. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
Major Streets Spray Patch	202-450-00.110-801.000		\$49,500.00
Local Streets Spray Patch	203-450-00.110-801.000		\$80,100.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.2.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Pranay Kumar, Civil Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: Approval of a Contract with L&T Painting for the Beech Water Storage Tank Rehab Project (Bid Ref# 91054-015.0).

RECOMMENDATION:

It is recommended that the City Commission approve a contract with L&T Painting for the Beech Water Storage Tank Rehab Project in the amount of \$ 222,000.00.

BACKGROUND:

The Beech Tank, constructed in 2008, has a capacity of 2.5 million gallons and serves the Northwest High District of the city's water distribution system. The tank is routinely inspected by Dixon Engineering, Inc., and during the most recent inspection, several items were identified that require repair, replacement, and/or upgrades to ensure the facility continues to operate reliably and safely.

The proposed work includes both exterior and interior repainting, as well as replacement of key components such as expansion joint nuts and bolts, insulation jacketing, and aviation lights. The exterior overcoat and piping will also be repainted, and dry interior spot repainting will be performed. The original paint has remained in place since the tank's construction in 2008 and has never been replaced. Addressing these items is critical to maintaining the structural integrity of the tank and ensuring the safety of personnel and the surrounding community.

The project was recently advertised for bid. The city received three bids. L&T Painting submitted the lowest responsive bid in the amount of \$222,000.00. L&T Painting has successfully completed similar projects in the past and has been recommended for award by Dixon Engineering, Inc. Public Services recommends approval of this contract.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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 funds required for this project are \$222,000.00. The funding available and estimated costs are detailed below. Project Funding and estimated costs are as follows:

Description	Account	Project #	Dollar Amount
Water Fund	591-561-04.000-801.000		\$222,000.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.3.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: James J. Baker, PE, Public Services Director and City Engineer

DATE: April 20, 2026

SUBJECT: Approval of a professional services agreement with Stantec for water rate and water financial consulting services (Bid Ref#97897-001.3)

RECOMMENDATION:

It is recommended that the City Commission approve a two-year professional services agreement with STANTEC for water rate and water financial consulting services for \$226,158, year one being \$112,150 and year two being \$117,008.

BACKGROUND:

The Water Service Agreement of 2021 amended and restated 1-1-2024 requires that the Utility Policy Committee (UPC) select the water rate consultant. The UPC selected STANTEC through a qualifications based selection process in 2022. STANTEC provided support for the water rate recommendation for 2023 provided by the Foster Group and subsequently provided their own water rate recommendations for 2024, 2025, and 2026.

The UPC engaged with STANTEC to solicit updated pricing and work scope for professional consulting services for water rate recommendations for 2027 and 2028. Public Services requested additional consulting services from STANTEC to help support financial and management decision making as it related to Capital Program planning, Water Affordability, and Cost of Service allocations. Both Public Services and the UPC are satisfied with STANTEC's professional work product and recommend a two year contract extension.

STRATEGIC VISION ALIGNMENT:

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.

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

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 funds required for this two year contract are \$229,158. The funding available and estimated costs are detailed below with year one being \$112,150 and year two being \$117,008. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
2026 Portion for 2027 Rates	591-536-00.000-801.000		\$112,150.00
2027 Portion for 2028 Rates	591-536-00.000-801.000		\$112,150.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.4.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: Approval of a Professional Services Agreement with Niswander Environmental LLC for the Spring Valley Dam Improvements Project (Bid Ref#91843-002.0.13)

RECOMMENDATION:

It is recommended that the City Commission approve a professional services agreement with Niswander Environmental LLC for the Spring Valley Dam Improvements Project, in the amount of \$355,000.00.

BACKGROUND:

The Spring Valley Dam impounds Spring Valley Lake at Spring Valley Park. It was built in 1956 and consists of approximately 585 feet of earthen embankments, a steel sheet pile cutoff wall, and a concrete outlet structure with valving and piping to discharge flood flows. Recently, a sink hole developed on the dam that Public Services investigated and repaired. It was found that valving for the outlet control structure would require additional repair or replacement and the cause of the sinkhole was not identified. Spring Valley Lake provides aquifer capacity at the Treatment Plant No. 14 Wellfield for the City of Kalamazoo Regional Drinking Water System.

Public Services reached out to Niswander Environmental LLC to assess the current condition of the dam and determine the feasibility of repair or replacement with a clear span replacement structure. Niswander Environmental LLC provided a cost of \$355,000.00 for site surveying, geotechnical investigation, existing condition analysis, concept development, project management, design, bidding, construction oversight, and EGLE permitting. Public Services has reviewed the proposal and recommends approval.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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 the project is \$355,000.00. The funding for the project is available in the City's 2026 Water Capital Improvement Budgets. Project funding and estimated costs are detailed below. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
Water Capital Improvement		wat0200141-04-988.000	\$355,000.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.5.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: Approval of Professional Services Agreement with Prein & Newhof for 2026 DWSRF Non-Copper Service Replacement Project Construction Engineering (Bid Ref#92500-005.0.1)

RECOMMENDATION:

It is recommended that the City Commission approve a professional services agreement with Prein & Newhof for 2026 DWSRF Non-Copper Service Replacement Project Construction Engineering, in the amount of \$400,000.00.

BACKGROUND:

Each year, EGLE requests applications for projects to receive Drinking Water State Revolving Fund (DWSRF) funding, which includes low interest rate loans, with the possibility for partial or full forgiveness. Public Services applied for DWSRF funding and received \$5-million in grant and loan funding. This funding will be applied to the 2026 DWSRF Non-Copper Service Replacement Project which includes inspecting, replacing, or abandoning non-copper services in approximately 500 locations.

Public Services worked with Prein&Newhof on the design this contract and has requested a proposal for professional services related to construction engineering for this contract.

Prein&Newhof provided a quote of \$400,000 for the construction engineering work for the 2026 DWSRF Non-Copper Service Replacement Project. Prein&Newhof has performed similar work in the past and Public Services was very pleased with the results. Public Services recommends approval of the contract.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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.

Letters will be sent to customers to notify them of the upcoming project. As the contractor is getting ready to schedule with customers in specific areas, door hangers will be delivered to notify them that it is time to schedule their inspection and/or replacement.

FISCAL IMPACT:

The funds required for this contract are \$400,000. The funding for the project is available in the City's 2026 Water Capital Improvement Budgets with EGLE DWSRF Funding. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
Water Capital Improvement		wat0500471-04-801.000	\$400,000.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.6.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: Approval of a contract supplemental/change order with Tetra Tech, Inc. for the Pump Stations Phosphate and Electrical and Instrumentation Upgrades Project-Phase 2 (Bid Ref#92500-002.0.11)

RECOMMENDATION:

It is recommended that the City Commission approve a contract supplemental/change order with Tetra Tech, Inc. for the Pump Stations Phosphate and Electrical and Instrumentation Upgrades Project-Phase 2, in the amount of \$542,505.

BACKGROUND:

Currently, the City of Kalamazoo uses sodium hexametaphosphate and Carus 8400 for iron sequestration and corrosion control in the drinking water system. In 2017, Tetra Tech, Inc. completed a Desktop Corrosion Control Chemical Analysis which recommends a blend of orthophosphate and polyphosphate for all pump stations in the City of Kalamazoo's drinking water system. In 2019, it was decided to move forward with implementing the Desktop Corrosion Control Chemical Analysis to fully optimize corrosion control in the water system.

The Michigan Department of Environment, Great Lakes, & Energy (EGLE) required Public Services to perform additional studies to validate the desktop study that was completed. Public Services and Tetra Tech, Inc. performed two rounds of solubility testing in 2020 and 2021 and coupon rack testing in 2022. In February 2023, EGLE approved use of Carus 8700 based on the results of the studies. Tetra Tech, Inc. completed the design to upgrade 12 pump stations to Carus 8700.

Tetra Tech, Inc. has been providing professional services related to permitting, construction engineering, resident project representative, and programming since late 2023. The construction of this project is taking more time than anticipated. Tetra Tech, Inc. has requested a supplemental in the amount of \$542,505.00 based on the current construction schedule. Tetra Tech, Inc. is performing well, and Public Services recommends approval of this contract.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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 the project is available in the City's Water Capital Improvement Budget. The \$542,505.00 contract supplemental/change order with Tetra Tech, Inc. is for the Pump Stations Phosphate and Electrical and Instrumentation Upgrades Project — Phase 2. The purchase order is P-045939 and project code is wat0200077-04-988.002.

Description	Account	Project #	Dollar Amount
Water Capital Improvement		wat0200077-04-988.000	\$542,505.00



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.7.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: Antonio Mitchell, Director Community Planning and Economic Development
Prepared by: Sharilyn Parsons, Community Development Manager and Julie Johnston, Compliance Specialist II

DATE: April 20, 2026

SUBJECT: Authorize an Official Representative and Certifying Officer for 2026 HUD Program Year.

RECOMMENDATION:

It is recommended that the City Commission adopt a resolution that:

1. Authorizes the Director of Community Planning and Economic Development to act as the official representative of the city and sign all required U.S. Department of Housing and Urban Development grant documents.
2. Authorizes the Director of Community Planning and Economic Development as the Certifying Officer for the federally required Environmental Review Record.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires the City Commission to appoint a signatory for all grant documents as part of the annual action plan process. This allows the signatory to execute all contracts with HUD, as well as agreements and agreement amendments established between the City and our nonprofit partners for Community Development Block Grant and HOME Investment Partnership funding. It also affords timely signatures for correspondence, HUD's Integrated Disbursement and Information System needs, requests from outside agencies for Consolidated Plan compliance, and other annual compliance needs. As these grants are managed by Community Planning and Economic Development (CPED) staff, execution timeliness is often critical. It is recommended that the Mayor and City Commission appoint the Director of CPED to this role.

In addition, the City of Kalamazoo is considered the responsible entity for ensuring compliance with the National Environmental Policy Act and other federal laws related to completing an

Environmental Review Record for projects funded with HUD dollars. HUD requires the City Commission to approve, by resolution, a Certifying Officer that will be the signatory for this Record. The Certifying Officer must provide timely signatures on multiple environmental review documents throughout the year. To facilitate this process, staff also recommends the Mayor and City Commission designate the Director of CPED as the Certifying Officer for the city.

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.

The development of the PY2026 Action Plan supports a number of strategic vision goals as it funds a variety of activity types, including affordable housing, homeowner repair, public services, youth development, and neighborhood enhancements. However, this step in the action plan process primarily aligns with Good Governance of the Strategic Vision. The goal of Good Governance is to ensure 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. While this goal could be applied in a number of ways, for HUD activities it is about effective and timely communication between CPED and HUD, our subrecipients, and the community. Utilizing the Director of CPED as the signatory and Certifying Officer is allowable by HUD and deemed best practice for successful communication.

COMMUNITY 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.

Through the public process of adopting the recommended resolution, city residents will be informed that the City Commission has appointed the Director of CPED as the representative for all HUD related documentation.

FISCAL IMPACT:

No fiscal impact.



CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 26-_____

**A RESOLUTION AUTHORIZING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFYING OFFICER**

Minutes of a regular meeting of the City Commission held on April 20, 2026, at or after 7:00 o'clock p.m. local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the United States Department of Housing and Urban Development (HUD) and the United States Environmental Protection Agency impose upon the City of Kalamazoo an obligation to comply with certain signatory and reporting requirements for projects funded by the federal government, particularly environmental reviews; and

WHEREAS, in order to fulfill its obligations under 24 CFR Part 58, the City as a "Responsible Entity" must designate a "Certifying Officer" to certify compliance with the National Environmental Policy Act (NEPA) of 1969 and other relevant federal laws; and

WHEREAS, in order to administer federal Community Development Block Grant and HOME Investment Partnership Program funds, the City must certify to HUD that the Mayor, or his/her designee in his/her official capacity for all documents related to the HUD grant programs, including environmental review, consents to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision making, and action and that these responsibilities have been satisfied; and

WHEREAS, the legal effect of the certification is that upon its approval, the City of Kalamazoo may use the Community Development Block Grant and HOME Investment Partnership Program funds, and HUD will have satisfied its responsibilities under NEPA and other environmental responsibilities listed in 24 CFR Part 58 "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities; and

NOW, THEREFORE, BE IT RESOLVED that the City Commission delegates the City of Kalamazoo Director of Community Planning and Economic Development the authority to carry out the responsibilities of Certifying Officer as provided in 24 CFR Part 58, its federal authorities listed in Sections 58.5 and 58.6, as well as Section 102 of NEPA and its related provisions in 40 CFR parts 1500 through 1508. As the Certifying Officer, the Director may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution. In addition, the Director of Community Planning and Economic Development will also be the signatory for all other HUD related documents. The effective date of this delegation is immediate and shall be in effect for the 2026 Program Year (July 1, 2026 through June 30, 2027). The authority delegated shall not be subject to sub-delegation.

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

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CITY OF KALAMAZOO

David Anderson, Mayor

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on April 20, 2026. Public notice was given, and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976). Minutes of the meeting will be available as required by the Act.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.8.**

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

FROM: Scott A. Borling, City Clerk

DATE: April 20, 2026

SUBJECT: Appointments and Term Extensions to Boards and Commissions

RECOMMENDATION:

It is recommended that the City Commission approve the following appointment and term extensions for boards and commissions:

- the appointment of **Seth Chapman** to the Parks and Recreation Advisory Board for a term expiring on January 1, 2028.
- the extension of **Melissa Paduk's** term on the Historic Preservation Commission for six months, to expire on September 31, 2026 or when a successor is appointed, whichever comes first.
- the extension of **Fred Edison's** term on the Historic Preservation Commission for six months, to expire on September 31, 2026 or when a successor is appointed, whichever comes first.

BACKGROUND:

Strictly an advisory board, PRAB makes recommendations to the City Manager and City Commission regarding parks and recreation planning and programming. PRAB includes 7 regular positions and 2 "youth representative" positions. The City Commission approves the appointment and reappointment of members to PRAB. The experience and qualifications of the nominee for appointment are presented in the attached Nomination Reports.

The Historic Preservation Commission (HPC) is composed of seven members and has a hard quorum of five members. Both Melissa Paduk and Fred Edison termed off the HPC at the end of March, which will leave the Commission with only five members. This makes the possibility of cancellation high, as the absence of only one member will result in a lack of quorum. Recruitment efforts are ongoing, and the City of Kalamazoo's communication team has recently put out calls for members of the HPC. Six-month term extensions for Mr. Edison and Ms. Paduk are requested to maintain board membership until new members can be appointed.

STRATEGIC VISION ALIGNMENT:

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.

Discussion

Ensuring that City boards and commissions have qualified members who are duly appointed has a significant impact on the "Insights and Analysis" and "Organizational Principles" subgoals under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Boards and commissions nominate applicants at meetings that are open to the public and feature dedicated times for public comments.

FISCAL IMPACT:

There is no budgetary impact associated with these appointments and reappointments.



Parks and Recreation Advisory Board Appointee Nomination Report

Date: 4/14/2026

RECOMMENDATION

The City of Kalamazoo Parks and Recreation Advisory Board recommends the City Commission approve the following:

- The appointment of Seth Chapman for a partial term expiring January 01, 2028

Selection Process

Applicants Considered:

Seth Chapman.

Interview Process and Final Recommendation:

The PRAB board voted 6-0 for the appointment of Mr. Chapman at the April 7th, 2026 meeting.



Parks and Recreation Advisory Board Appointee Nomination Report

Date: 4/14/2026

Appointee Name: Seth Chapman

Nominee Qualifications for Appointment

Training, Experience, Education and Skills:

Mr. Chapman is the founder of Birds with Seth, a local outdoor education organization.

Contribution to Diversity:

Gender: Male

Race: White

Ethnicity: Non-Hispanic or Latinx

Age Range: 35-44

Additional Contribution to Diversity:

Policy and Position Compliance

Dual Board Memberships:

Currently, the nominee does not serve as a member of another city advisory board.

Term Limits:

This will be a partial term for this nominee. Their term will end on 1/1/2028.

Residency:

Board Residency Requirements: Members must be City residents

Nominee Residency Status: Resident

Neighborhood: Stuart

Nomination Rationale:

The Board believes that Mr. Chapman's experience and insight will be beneficial to the board, the Parks and Recreation Department, and the City of Kalamazoo.



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.9.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: CD Arena, LLC Utility Easement

RECOMMENDATION:

It is recommended that the City Commission approve and accept the utility easement with KSRR, LLC for sanitary sewer installed as part of the Kalamazoo Event Center Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

KSRR, LLC is a partner for the constructing the Kalamazoo Event Center – a state-of-the art landmark development, designed to host collegiate and professional sporting events, concerts, and community gatherings, together with associated facilities and amenities for students and professional athletes, performers, spectators and the general public. The approved design includes a portion of the public sanitary sewer on private property at 301 North Westnedge Avenue. As all public sanitary sewers are required to be in a dedicated utility easement or public right of way, KSRR, LLC in collaboration with City of Kalamazoo Attorney's Office, Public Services, and Community Planning & Economic Development have drafted this agreement for approval.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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 is \$1.00 for consideration for the grant of this easement. KSRR, LLC will incur the cost of recording the easement with the Kalamazoo County Register of Deeds.

Description	Account	Project #	Dollar Amount
Wastewater Fund	590-541-00.000-802.010		\$1.00

PUBLIC UTILITY EASEMENT AGREEMENT

THIS PUBLIC UTILITY EASEMENT AGREEMENT (this “**Easement Agreement**”) dated _____, 2026 is entered into by and between KSRR, LLC, a Michigan limited liability company, whose address is 1803 Whites Road, Suite 2, Kalamazoo MI 49008 (“**Grantor**”), and the CITY OF KALAMAZOO, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 (“**City**”).

BACKGROUND:

- A. Grantor owns a certain parcel of real estate with a common street address of 301 N. Westnedge Avenue, in the City of Kalamazoo, Kalamazoo County, Michigan, which is more specifically described on the attached **Exhibit A** (the “**Property**”).
- B. In connection with the construction of improved public utility infrastructure in the Westnedge Avenue right-of-way that is owned by the City and that lies adjacent to the Property, the City desires to obtain an easement on, over, under, across and through a portion of the Property in connection with the construction, operation and maintenance of underground sanitary sewer facilities.
- C. Grantor agrees to grant to the City an easement on, over, under, across and through a portion of the Property as described below, for the purposes as set forth in this Easement Agreement.

AGREEMENT:

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

- 1. **Background.** The statements in the Background section above are true and correct and are incorporated herein by this reference.
- 2. **Grant of Easement.** In consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to City a permanent easement on, over, under, across and through that portion of the Property as described in the attached **Exhibit B** (the “**Easement Area**”).

3. Purpose of the Easement. The City shall use the Easement Area for the purpose of constructing, operating, inspecting, maintaining, repairing, improving or replacing the underground pipelines, connections, leads and all other components of the public sanitary sewer system (the “**Improvements**”) that is owned and operated by the City (“**Utility Activities**”), and for no other purpose. All Improvements constructed or to be constructed in the future by the City or any successor in interest to the Improvements shall be installed underground, at sufficient depth that the surface of the Easement Area may be restored to a condition that is level with the surface of the remainder of the Property after installation of the Improvements has been completed.
4. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area from the immediately adjacent public right-of-way in order to carry out the Utility Activities, subject to the following conditions:
 - a) City shall perform the Utility Activities without cost to Grantor and in such a manner as not to unreasonably interfere with Grantor’s use or the business operations conducted on the Property.
 - b) City shall maintain the Improvements in good working condition at all times. City shall indemnify and hold Grantor harmless from any and all claims arising out of or related to the Improvements or City’s activities in the Easement Area, including without limitation any claims arising under the Michigan Natural Resources and Environmental Protection Act (Michigan Public Act 451 of 1994, as amended) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Chapter 103, as amended).
 - c) After performing any Utility Activities, City shall promptly restore the surface and the top 24 inches of soil or other surface covering on the Easement Area to the same condition as existed prior to the beginning of the Utility Activities without cost to Grantor. If necessary, such restoration shall include re-grading and reseeded any lawn areas disturbed by the Utility Activities, and/or patching or re-installing any cement or asphalt surface removed or damaged in connection with the Utility Activities.
 - d) City shall exercise reasonable care to protect any fixed structures, landscaping, and other improvements on the Property during the performance of Utility Activities.
 - e) City shall perform all Utility Activities in a good and workmanlike manner, using only City employees or appropriately-licensed contractors. City shall ensure that all persons entering the Easement Area to perform Utility Activities on behalf of the City are covered by a policy of insurance that is reasonable, customary and appropriate to the specific Utility Activity, including by way of example and without limitation commercial general liability, workers' compensation, automotive liability, and/or similar policies commonly required of utility contractors working in the City and County where the Property is located. City shall not file on its own account, and shall not permit any other person to file or record any lien, encumbrance, claim, or notice of

furnishing (collectively, “**Claims**”) against Grantor or the Property on account of or in connection with any Utility Activities; and City shall promptly bond over or otherwise cause the removal of any such Claims within ten days of receiving written notice therefor.

- f) Grantor agrees not to construct any buildings or permanent structures on or within the Easement Area, unless prior written approval is given by the City for a particular building or structure.
5. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that the Property is free from all encumbrances that would adversely affect the City’s rights under this Easement Agreement, and that Grantor will warrant and defend its title to the Property against the lawful claims of all persons.
6. Authority of Representatives. The parties represent and warrant to the other that this Easement Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
7. Binding Effect. This Easement Agreement shall run with the land and the Improvements, and bind the parties and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Easement Agreement. When fully executed by both parties, this Easement Agreement shall be recorded by the City in the official records of Kalamazoo County, Michigan.
8. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by all parties.
9. Governing Law. This Easement Agreement is governed under applicable Michigan law. All parties had the assistance of legal counsel in the negotiation and preparation of this Easement Agreement. Therefore, no construction or ambiguity of this Easement Agreement is resolved against either party.
10. Exemption from Transfer Tax. This easement is exempt from state and county transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date first set forth above.

GRANTOR:

KSRR, LLC
a Michigan limited liability company

By: _____
Name: _____
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, on behalf of the Grantor.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF KALAMAZOO
a Michigan municipal corporation

By: _____
Name: _____
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, City Manager, on behalf of the City of Kalamazoo.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By And When Recorded Return to:
Steven Glista (P76189)
Howell, Parfet & Schau PLC
350 E. Michigan Ave
Suite 500
Kalamazoo, MI 49007
(269) 382-5300

Tax Parcel ID: 06-16-444-032
Street Address: 301 N. Westnedge Ave, Kalamazoo MI 49007

EXHIBIT A
THE PROPERTY

Land situated in the City of Kalamazoo, Kalamazoo County, Michigan:

All that part of Lot 10 of Plat No. 2 of the revised plat of Section 16, Town 2 South, Range 11 West, according to the plat thereof as recorded in Liber 1 of Plats on Page 7, Kalamazoo County Records, described as: Beginning at the Southwest corner of Kalamazoo Avenue and Westnedge Avenue; thence West 143 1/3 feet; thence South 82 1/2 feet; thence East 11 1/3 feet; thence South 16 1/2 feet; thence East 132 feet; thence North 99 feet to the point of beginning; which lies Southeasterly of a line described as: Beginning at a point on the West line of Westnedge Avenue which is North 00 degrees East a distance of 187.48 feet from the intersection of the West line of Westnedge Avenue and the North line of Eleanor Street; thence South 67 degrees 43 minutes 59 seconds West a distance of 142.64 feet to a point of ending.

Also, conveying the South 33 feet of: Commencing on the West side of West Street 4 rods South from the Southwest corner of Kalamazoo Avenue and West Street, thence West parallel with Kalamazoo Avenue 8 rods, thence South parallel with West Street 4 rods, thence East parallel with Kalamazoo Avenue 8 rods to the West line of West Street, thence North on the West line of West Street 4 rods to beginning, being 8 rods East and West and 33 feet North and South. Except commencing at the Northwest corner of the above described parcel; thence North 89 degrees 49 minutes 19 seconds East 76.66 feet along the North line of the above described parcel; thence South 67 degrees 43 minutes 59 seconds West 82.84 feet to the West line of the above described parcel; thence North 31.15 feet along said West line to the place of beginning.

Also, conveying commencing at a point on the West line of Westnedge Avenue 132 feet South of the intersection of the West line of Westnedge Avenue with the South line of Kalamazoo Avenue, thence West parallel with the South line of Kalamazoo Avenue 132 feet, thence South parallel to Westnedge Avenue 66 feet, thence East parallel with the North line of said Lot 132 feet to the West line of Westnedge Avenue, thence North 66 feet to the place of beginning. Intending to describe Lot 33 of the Plat of Prouty's Addition to the Village (now City) of Kalamazoo, according to the plat thereof as recorded in Liber L of Deeds on Page 480, Kalamazoo County Records.

Also, conveying commencing on the West line of North Westnedge Avenue at a point 198 feet South of the South line of Kalamazoo Avenue in the City of Kalamazoo, thence West 115.5 feet, thence South 66 feet to the North line of Eleanor Street, thence East along the North line of Eleanor Street 115.5 feet to the West line of Westnedge Avenue, thence North thereon 66 feet to the place of beginning.

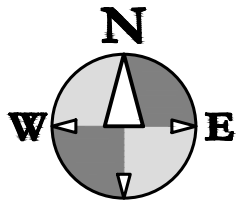
EXHIBIT B
THE EASEMENT AREA

PART OF LOT 10 OF PLAT NO. 2 OF THE REVISED PLAT OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS ON PAGE 7, KALAMAZOO COUNTY RECORDS, ALSO BEING PART OF LOTS 33 & 34 OF THE PLAT OF PROUTY'S ADDITION TO THE VILLAGE OF KALAMAZOO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS ON PAGE 34, KALAMAZOO COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 16, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1750.95 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 32 OF SAID PLAT OF PROUTY'S ADDITION ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF ELEANOR STREET; THENCE ALONG SAID EASTERLY EXTENSION, SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST 66.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE ALONG THE EAST LINE OF LOTS 32 AND 33 OF SAID PLAT OF PROUTY'S ADDITION ALSO BEING THE WEST LINE OF WESTNEDGE AVENUE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 116.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22 DEGREES 16 MINUTES 41 SECONDS WEST 65.51 FEET; THENCE NORTH 67 DEGREES 43 MINUTES 59 SECONDS EAST 26.84 FEET TO THE EAST LINE OF LOT 34 OF SAID PLAT OF PROUTY'S ADDITION AND A POINT LYING 187.48 FEET NORTH FROM THE INTERSECTION OF THE WEST LINE OF WESTNEDGE AVENUE AND THE NORTH LINE OF ELEANOR STREET; THENCE ALONG THE EAST LINE OF SAID LOTS 34 AND 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 70.79 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS APPROXIMATELY 0.02± ACRES (879± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

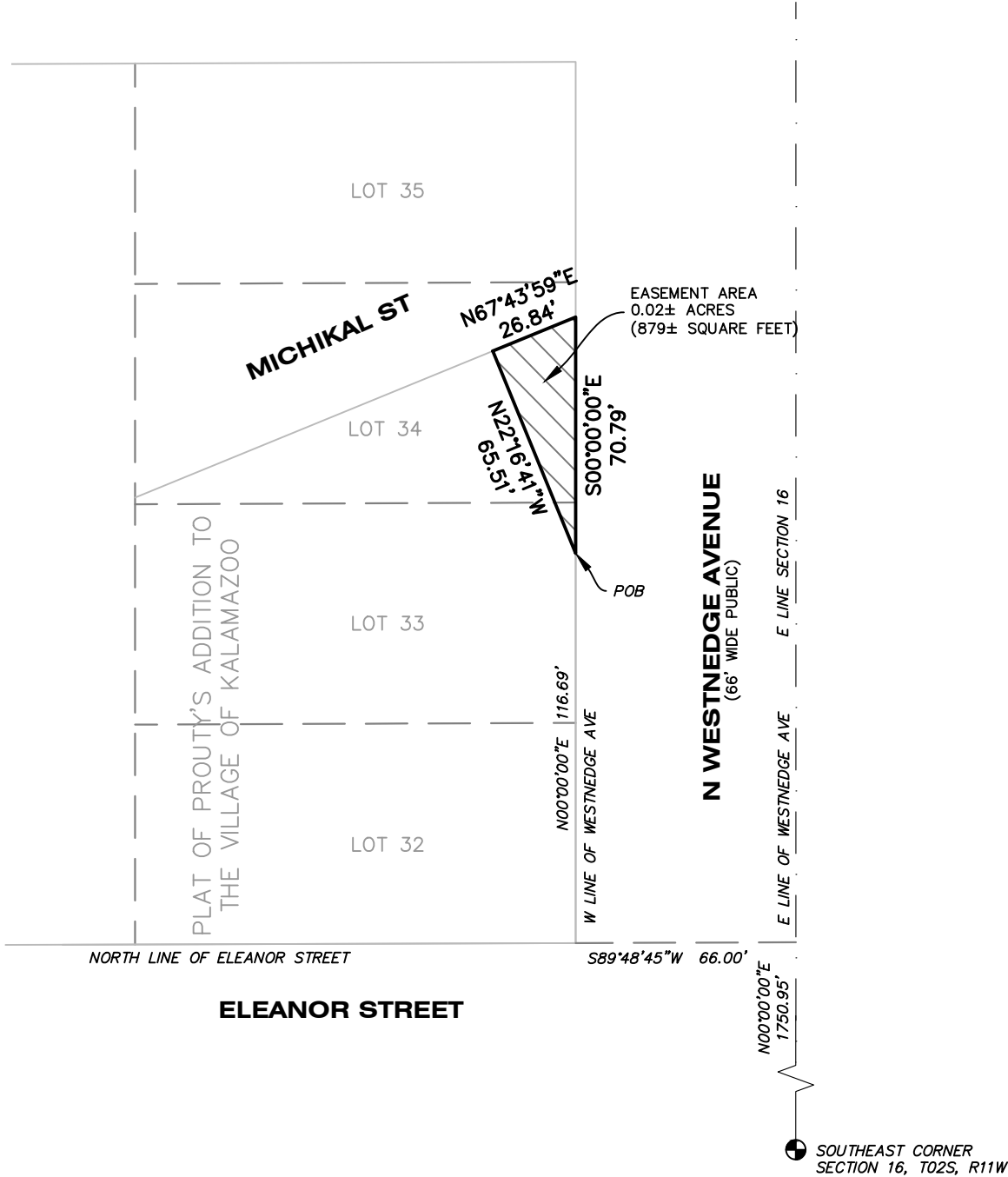
EASEMENT EXHIBIT

SECTION 16, TOWN 02 S, RANGE 11 W,
CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN



1 inch = 50ft.

KALAMAZOO AVENUE



SANITARY EASEMENT DESCRIPTION

PART OF LOT 10 OF PLAT NO. 2 OF THE REVISED PLAT OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS ON PAGE 7, KALAMAZOO COUNTY RECORDS, ALSO BEING PART OF LOTS 33 & 34 OF THE PLAT OF PROUTY'S ADDITION TO THE VILLAGE OF KALAMAZOO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS ON PAGE 34, KALAMAZOO COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWN 02 SOUTH, RANGE 11 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION 16, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1750.95 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 32 OF SAID PLAT OF PROUTY'S ADDITION ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF ELEANOR STREET; THENCE ALONG SAID EASTERLY EXTENSION, SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST 66.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE ALONG THE EAST LINE OF LOTS 32 AND 33 OF SAID PLAT OF PROUTY'S ADDITION ALSO BEING THE WEST LINE OF WESTNEDGE AVENUE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 116.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22 DEGREES 16 MINUTES 41 SECONDS WEST 65.51 FEET; THENCE NORTH 67 DEGREES 43 MINUTES 59 SECONDS EAST 26.84 FEET TO THE EAST LINE OF LOT 34 OF SAID PLAT OF PROUTY'S ADDITION AND A POINT LYING 187.48 FEET NORTH FROM THE INTERSECTION OF THE WEST LINE OF WESTNEDGE AVENUE AND THE NORTH LINE OF ELEANOR STREET; THENCE ALONG THE EAST LINE OF SAID LOTS 34 AND 33, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 70.79 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.02± ACRES (879± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.



hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No.: 23-056D
Date: 10/07/25
Scale: AS NOTED
P.M.: TAK
Tech: BDE
QA/QC: 10/07/25

Title:
Project:
Client:

EASEMENT EXHIBIT
KALAMAZOO EVENT CENTER
CD ARENA LLC

Drawing No.

1

1 OF 1



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **G.10.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: April 20, 2026

SUBJECT: CD Arena, LLC Non-Motorized Path Easement

RECOMMENDATION:

It is recommended that the City Commission approve and accept the non-motorized path easement with CD Arena, LLC for non-motorized path installed as part of the Kalamazoo Event Center Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

CD Arena, LLC is in the process of constructing the Kalamazoo Event Center – a state-of-the art landmark development, designed to host collegiate and professional sporting events, concerts, and community gatherings, together with associated facilities and amenities for students and professional athletes, performers, spectators and the general public. The approved design required relocation of a section of non-motorized path. CD Arena, LLC has requested that the City grant a non-motorized path easement for construction, operation, and maintenance of this path. CD Arena, LLC in collaboration with City of Kalamazoo Attorney's Office, Public Services, and Community Planning & Economic Development have drafted this agreement for approval.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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:

There is no fiscal impact to the City. CD Arena, LLC will incur the cost of recording the easement with the Kalamazoo County Register of Deeds.

NON-MOTORIZED PATH EASEMENT AGREEMENT

This Non-Motorized Path Easement Agreement (“**Easement Agreement**”) is made effective as of _____, 2026, by and between **CD ARENA, LLC** a Michigan limited liability company (“**Grantor**”), whose address is 100 W. Michigan Avenue, Suite 300, Kalamazoo, Michigan 49007, and the **CITY OF KALAMAZOO**, a Michigan municipal corporation (“**City**”), whose address is 241 West South Street, Kalamazoo, Michigan 49007, and the **COUNTY OF KALAMAZOO**, a Michigan municipal corporation (“**County**”), whose address is 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007. The City and County may also collectively be referred to as “**Grantee**”.

BACKGROUND

A. The parties recognize that recreational facilities are an integral part of the vitality and well-being of a community. The parties also acknowledge that non-motorized lineal parks and trailways such as the Kal-Haven Trail, the Kalamazoo River Valley Trail (“**KRVT**”) and the Portage Creek Trail (“**PCT**”) (collectively, “**Trailways**”) are an important component of these recreational facilities.

B. The City, the County and the Parks Foundation of Kalamazoo County engaged in a collaborative effort to connect the above Trailways together through the downtown area of the City, which effort culminated in the construction of a paved non-motorized path through portions of the City in 2016 and 2017 (referred to as the “**Non-Motorized Path**”). A portion of the Non-Motorized Path was constructed subject to the terms and conditions of that certain Non-Motorized Path Easement Agreement recorded on June 9, 2017 at Document # 2017-019657 in the official records of Kalamazoo County, Michigan (the “**2017 Easement**”).

C. Grantor is the successor owner of certain real property formerly encumbered by the 2017 Easement that was combined with other parcels of real property into a single amended parcel with a common street address of 411 W. Kalamazoo Avenue, Kalamazoo Michigan 49007, described with more particularity on **Exhibit A** (“**Grantor’s Property**”).

D. Grantor plans to construct a state-of-the-art landmark development on Grantor’s Property, designed to host collegiate and professional sporting events, concerts, and community gatherings, together with associated facilities and amenities for students and professional athletes, performers, spectators and the general public (the “**Arena**”).

E. In accordance with Section 8 of the 2017 Easement, Grantor and Grantee agreed to relocate the section of the Non-Motorized Path that crossed Grantor's Property to better align with and support the construction of the Arena.

F. In satisfaction of the requirements of Section 8 of the 2017 Easement, and in connection with construction of the Arena, Grantor now desires to grant a new easement to allow for the installation, operation and maintenance of a section of the Non-Motorized Path along portions of the North and East borders of Grantor's Property in the areas described with more particularity on **Exhibit B** (the "**Easement Area**"), for the benefit and use of the general public in accordance with the terms and conditions of this Easement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Easement. Grantor grants to Grantee, for the benefit of itself and the public at large, a nonexclusive easement for the Non-Motorized Path on, over, upon and across Grantor's Property for the purposes of walking, jogging, hiking, biking, roller-blading, roller-skating and other reasonable and normal pedestrian uses associated with those activities ("**Permitted Activities**"). The "Permitted Activities" shall also include use of the Non-Motorized Path by individuals with physical disabilities and their use of electric wheelchairs/scooters.

A. Grantor shall proceed with the construction and establishment of the Non-Motorized Path in the Easement Area in concert with construction of the Arena project as a whole, including the installation, if any, of improvements and accessories such as handrails, benches, trash receptacles and lights ("**Amenities**") for the Non-Motorized Path, accordance with plans for the Non-Motorized Path as approved by the City.

B. Motorized Vehicles are prohibited, except those which are owned, operated and controlled by the Grantee for purposes of accessing the Non-Motorized Path in cases of emergency and to the extent necessary to discharge Grantee's maintenance, repair and restoration obligations under this Easement Agreement. Further, Grantor, as owner of the real property and improvements located on Grantor's Property which abuts the Non-Motorized Path, as well as its guests, employees, invitees, contractors and agents, are expressly authorized to cross over the Non-Motorized Path with vehicular and/or pedestrian traffic if required to access parking, drives and/or driveway facilities and to maintain, repair or replace buildings or other improvements located on Grantor's Property.

2. Maintenance.

A. By Grantee. Grantee shall, at its sole cost and expense, maintain, repair and restore the Non-Motorized Path and those Amenities installed by Grantee in the construction of the Non-Motorized Path. Grantee's obligation to maintain, repair and restore the Non-Motorized Path shall include landscaping, such as, but not limited to, mowing and trimming grass, vegetation control, sign maintenance, snow removal and otherwise keeping the Non-

Motorized Path in a reasonable park-like, safe and functional condition, and good order and repair.

B. Conditions. Grantee shall maintain the Non-Motorized Path at all times in a good, functional, and aesthetically pleasing condition. Grantee shall not permit the Non-Motorized Path to become dilapidated, fall into a state of disrepair or otherwise substantially decline in condition. Grantee shall keep Grantor's Property free from any and all encumbrances and liens relating to or arising out of any work conducted by Grantee, its employees, agents or contractors. Grantee shall repair, to the reasonable satisfaction of Grantor or its representatives, any damage it may cause to Grantor's Property, including without limitation, any driveways, roads, fences, utilities, signs or other improvements, whether such damage is caused by the construction, maintenance, repair, or restoration of the Non-Motorized Path. After completing any construction, maintenance, repair, or restoration to the Non-Motorized Path, Grantee shall restore Grantor's Property to the condition existing immediately prior to such entry by Grantee and shall remove all debris and equipment resulting from or used in connection with said construction, maintenance, repair or restoration. Grantee shall use its best efforts to conduct its activities on the Non-Motorized Path in a manner that does not inconvenience Grantor's use of the Grantor's Property or interrupt any business operations of Grantor.

C. By Grantor. Grantor may, at any time and upon no less than twenty-four (24) hours prior notice to Grantee (except in case of an emergency in which case Grantor shall notify Grantee as soon as reasonably possible after commencing the activity), enter upon the Non-Motorized Path for purposes of maintaining, repairing, and/or replacing any portion of Grantor's Property, including any buildings or improvements. The notice must specifically indicate if those work activities require that Grantor, or its contractors, will need to temporarily block or close a portion of the Non-Motorized Path; the blockage or closure will be limited to the area and time period necessary to safely complete the work activities. For any drainage to the Non-Motorized Path, Grantor shall restore it to substantially the same condition as existed prior to such activity within a commercially reasonable time after the cessation of that work activity.

3. Non-Exclusive. The use by Grantee and the public is not exclusive, but Grantor shall not use, or allow others to use, the Non-Motorized Path in a manner that is inconsistent with or interferes with the Grantee's and the public's use of the Non-Motorized Path, including the placement of fences, picnic tables, or other objects on the Non-Motorized Path that would inhibit or substantially interfere with that intended use. However, Grantor may construct improvements on Grantor's Property up to and abutting the Non-Motorized Path and may install signage in accordance with local laws and ordinances.

4. No Warranties. Grantee's rights are expressly subject to: (a) all existing easements, restrictions, reservations, encumbrances, and limitations, rights of way, claims, conditions, covenants, oil and gas leases and/or servitudes and all other matters of record affecting Grantor's Property of record; (b) all matters that an accurate survey or physical inspection of Grantor's Property would disclose; (c) all applicable laws, codes, and ordinances; and (d) liens for property taxes and assessments that are not yet due and payable (if applicable). This Non-Motorized Path is also made subject to any existing improvements on Grantor's Property and utility lines lying within the bounds of the Non-Motorized Path, which shall remain

as permitted encroachments in the Non-Motorized Path. GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED THAT GRANTOR'S PROPERTY SUBJECT TO THIS EASEMENT AGREEMENT IS SUITABLE FOR A NON-MOTORIZED PATH OR AS TO THE CONDITION OF GRANTOR'S PROPERTY.

Grantee is accepting the Non-Motorized Path "AS IS".

5. Insurance. Grantee shall maintain, at its expense, general public liability insurance and property damage insurance against claims for bodily injury, personal injury or death and property damage occasioned by accident occurring upon, in or about the Non-Motorized Path for so long as this Easement Agreement is in effect. The insurance policies required by this Paragraph 5 shall provide coverage in an amount and on terms determined by Grantor and shall be reasonable in light of the intended use of the Non-Motorized Path. Grantor shall be named as an additional insured on the insurance policies required by this Paragraph 5, and upon request, Grantee shall provide Grantor a certificate of insurance evidencing that the policies of insurance required by this Paragraph are in full force and effect. The certificates of insurance shall indicate that the policies of insurance required by this Easement Agreement shall not be cancelled or terminated for non-renewal or nonpayment of the premium without thirty (30) days prior written notice to Grantor.

6. Indemnity.

A. To the extent permitted by law and without waiving any rights to assert governmental immunity from claims asserted by a third party, Grantee, including its successors or assigns, agrees to indemnify, defend and hold Grantor, including any subsequent property owners of Grantor's Property, and its employees, officers, officials or directors, members or shareholders, agents and representatives, harmless against any claims, liability and costs (including, without limitation, reasonable attorney's fees and costs) for any injuries to persons or damage to property resulting from the Grantee's wrongful act, negligence or wrongful omission, including the failure to reasonably and knowingly perform or conduct any of the activities relating to Non-Motorized Path as set forth under this Easement Agreement.

B. Grantor will indemnify, defend and hold each Grantee, including its employees, officers or officials, agents, representatives and contractors, harmless from any claims that arises from Grantor's willful interference with the intended use of the Non-Motorized Path (except as permitted under Paragraph 3) or against any claims, liability and costs (including, without limitation, reasonable attorney's fees and costs) for any injuries to persons or damage to property proximately caused by the negligent acts or omissions of Grantor while that person is using the Non-Motorized Path.

7. Usage. The rules governing usage of the Non-Motorized Path shall generally follow any park rules established for the Trailways with the recognition that the hours the Non-Motorized Path is used may extend beyond dawn to dusk given its location in the City. Grantee may, at its sole option, adopt and implement additional rules for usage and safety of the Non-Motorized Path, including appropriate signage, markings and barriers.

8. Relocation. Grantor and its successors and assigns shall have the right, at its sole cost and expense, to move, relocate and reconfigure the Non-Motorized Path only with the prior approval of Grantee and if done in furtherance of any approved redevelopment project as detailed in a site plan submitted to the City under its applicable zoning ordinances (“**Relocated Non-Motorized Path**”). Any Relocated Non-Motorized Path shall not change the essential characteristics of the existing Non-Motorized Path; and shall be constructed in substantial conformity with the dimensions, design features and construction materials presently utilized for the then-existing Non-Motorized Path, including the installation of the previously existing Amenities.

9. Default. Grantee shall be considered in default under this Easement Agreement upon the occurrence of any of the following events: (a) any failure of Grantee to perform any of the terms, conditions or covenants of this Easement Agreement for more than sixty (60) days after written notice of such default shall have been delivered by Grantor to Grantee, or (b) if Grantor shall reasonably determine that Grantee has abandoned the Non-Motorized Path through nonuse or otherwise. Upon a default by Grantee, in addition to all other rights and remedies otherwise available to Grantor at law or in equity, Grantor may remedy that default, recover its reasonable costs, or terminate this Easement Agreement and the rights of Grantee and the public at large.

10. Enforcement. This Easement Agreement shall be enforceable by Grantor, its successors or assigns.

11. Term. The Easement Agreement is perpetual and binding upon future owners of Grantor's Property, unless the Non-Motorized Path or Relocated Non-Motorized Path is no longer located on Grantor's Property.

12. Fencing. Grantor shall have the right, upon reasonable notice, subject to any required permits, to install fencing on Grantor's Property running parallel to and abutting the Non-Motorized Path in order to maintain separation between the Non-Motorized Path and the balance of Grantor's Property.

13. Binding Effect. The easements, and the rights and responsibilities set forth in this Easement Agreement, shall run with the land and shall be binding upon the successors and assigns of the parties.

14. Amendment. This Easement Agreement may not be amended, except by the written agreement of the parties, or their successors and assigns.

15. Notices. All notices, demands and requests given or required to be given under this Easement Agreement unless provided for otherwise, are considered properly served if mailed to the last previously furnished address of the parties in writing, by certified mail return receipt requested or by receipted express mail delivery service.

16. Severability. The invalidity or enforceability of any part or provision of this Easement Agreement shall not affect the validity or enforceability of any other part or provision.

17. Governing Law. This Easement Agreement is governed by the laws of the State of Michigan.

18. Article Headings. The article headings are for convenience and reference only and in no way define or limit the scope or content of this Easement Agreement or in any way affect its provisions.

19. Authority. Each of the persons signing this Easement Agreement represents and certifies that he or she has been fully empowered to execute and deliver this Easement Agreement.

20. Counterparts. This Easement Agreement may be executed in two (2) or more counterparts, all of which, when taken together, shall constitute one agreement. Each shall be deemed an original.

21. Recordation. This Easement Agreement shall be placed on record with the City and at its expense in the Office of the Register of Deeds of Kalamazoo County, Michigan.

22. Transfer Tax Exemptions. This instrument is exempt from State and County transfer taxes under, respectively, MCL 207.526(a) and MCL 207.505(a) for the reason that the consideration is less than \$100.00.

23. Complete Agreement. This Easement Agreement and the attached exhibits contain all of the representations and statements by the parties to one another, and express the entire understanding between them regarding this transaction. All prior and contemporaneous communications concerning this transaction are merged in and replaced by this Easement Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

COMPANY:

CD ARENA, LLC
a Michigan limited liability company

By: _____
Name: Michael D. Elliston
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 2026, by Michael D. Elliston, Manager, on behalf of CD Arena, LLC.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF KALAMAZOO
a Michigan municipal corporation

By: _____
Name: _____
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, City Manager, on behalf of the City of Kalamazoo.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

KALAMAZOO COUNTY
a Michigan municipal corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____, 2026, by
_____, its _____, on behalf of Kalamazoo
County, Michigan.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Prepared By And When Recorded Return to:
Steven Glista (P76189)
Howell, Parfet & Schau PLC
350 E. Michigan Ave
Suite 500
Kalamazoo, MI 49007
(269) 382-5300

Street Address: 411 W. Kalamazoo Ave, Kalamazoo MI 49007
Tax Parcel ID: 06-15-311-003

EXHIBIT A

Legal Description of Grantor's Property

PART OF THE CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 7, BLOCK 10, LOT 9, BLOCK 9, LOT 7, BLOCK 1, AND LOT 9, BLOCK 2 OF THE "AMENDED PLAT OF LOTS 1-6, BLOCK 1, LOTS 1-8, BLOCK 2, LOTS 1-8, BLOCK 9, LOTS 1-6, BLOCK 10, VACATED ALLEYS, AND THE VACATED PORTIONS OF COOLEY, ELEANOR, WEST, AND WATER STREETS, PLAT OF THE TOWN OF KALAMAZOO, PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN" AS RECORDED IN DOCUMENT NUMBER _____, KALAMAZOO COUNTY RECORDS.

EXHIBIT B

Legal Description and Diagram of Easement Area

PART OF THE AMENDED PLAT OF LOTS 1-6, BLOCK 1, LOTS 1-8, BLOCK 2, LOTS 1-8, BLOCK 9, LOTS 1-6, BLOCK 10, VACATED ALLEYS, AND THE VACATED PORTIONS OF COOLEY, ELEANOR, WEST AND WATER STREETS, PLAT OF THE TOWN OF KALAMAZOO, PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AS RECORDED IN DOCUMENT NUMBER _____ KALAMAZOO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 15, TOWN 02 SOUTH, RANGE 11 WEST, THENCE ALONG THE WEST LINE OF SAID SECTION, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 778.99 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 9 OF SAID AMENDED PLAT; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 18 SECONDS EAST 332.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 18 SECONDS EAST 265.52 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 9 AND THE WEST LINE OF JAIL STREET (COMMONLY REFERRED TO AS PARK ST); THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST 162.21 FEET; THENCE NORTH 13 DEGREES 13 MINUTES 54 SECONDS WEST 4.38 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 46 SECONDS WEST 140.33 FEET; THENCE NORTHWESTERLY 23.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 45 DEGREES 09 MINUTES 10 SECONDS WEST 21.25 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 47 SECONDS WEST 249.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS WEST 2.67 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.02± ACRES (901± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS BOTH APPARENT AND OF RECORD.

EASEMENT EXHIBIT

SECTION 15, TOWN 02 S, RANGE 11 W,
CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN

JAIL ST (PARK ST)

S00°02'28"E 162.21'

N00°02'46"W 140.33'

N13°13'54"W
4.38'

ARC=23.62'
RAD=15.00'
L.C.B.=N45°09'10"W
L.C. DIST=21.25'

EASEMENT AREA
0.02± ACRES
(901± SQFT)

KALAMAZOO AVE

N89°46'18"E 265.52'

S89°44'47"W 249.45'

LOT 9
BLOCK 9

AMENDED PLAT OF LOTS 1-6, BLOCK 1, LOTS 1-8, BLOCK 2, LOTS 1-8, BLOCK 9, LOTS 1-6, BLOCK 10, VACATED ALLEYS, AND THE VACATED PORTIONS OF COOLEY, ELEANOR, WEST AND WATER STREETS, PLAT OF THE TOWN OF KALAMAZOO, PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 02 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN

POB

N00°00'57"W
2.67'

N89°46'18"E 332.95'

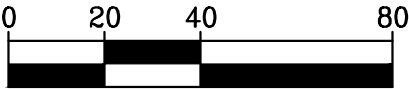
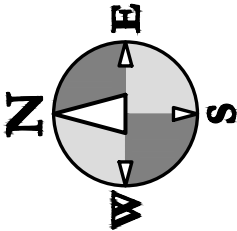
LOT 7
BLOCK 10

WEST QUARTER CORNER
SECTION 15, T02S, R11W,

S00°00'00"E 778.99'

WEST LINE, SECTION 15, T02S, R11W

N WESTNEDGE AVE



1 inch = 40ft.



hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

Job No.: 23-058D
Date: 10/07/25
Scale: AS NOTED
P.M.: TAK
Tech: BDE
QA/QC: 10/07/25

Title:

Project:

Client:

EASEMENT EXHIBIT
KALAMAZOO EVENT CENTER
CD ARENA LLC

Drawing No.

1

Roll Call

The Kalamazoo City Commission met as a Committee of the Whole on Monday, April 6, 2026 at 5:02 p.m. in the City Commission Chambers at City Hall.

COMMISSIONERS PRESENT:

Mayor David Anderson
Vice Mayor Drew Duncan
Jeanne Hess
Chris Praedel
Jacqueline Slaby
Alonzo Wilson

COMMISSIONERS ABSENT:

Stephanie Hoffman

Also present were City Manager Malcolm Hankins, City Attorney Aaron Leal, and Deputy City Clerk Shelby Moss.

Commissioner Excused

Commissioner Hess, seconded by Vice Mayor Duncan, moved to excuse the absence of Commissioner Hoffman. With a voice vote the motion passed.

Public Comments

When an opportunity was given for general public comments, the following people addressed the City Commission:

Mattie Jordan-Woods, resident, regarding financial support for the Public Services Department to address flooding on the Northside of Kalamazoo.

Caleb Leonard, resident, regarding the proposed crosswalk on Howard Street and the need for more traffic safety control devices at intersections and crosswalks.

2026-13-01

Presentation re: Flooding Causes and Solutions

Public Service Director James Baker delivered a presentation entitled *Kalamazoo Flooding Causes and Solutions for Residents: Kalamazoo City Commission Committee of the Whole April 6, 2026*. Copies of the slides and handouts from this presentation were filed with the papers for this meeting.

Commissioner Questions:

Following the presentation, Director Baker responded to Commissioner questions regarding the impact of choices made by communities upstream from the City, examples of other communities working together to address flooding, riverine flooding and river capacity, the 300 miles of stormwater pipelining, options for residents to reduce flooding on their property, the catch basin cleaning and inspection program, addressing flooding at intersections on the Northside of Kalamazoo, how to report flooding, the adopt-a-drain program, Morrow Dam, weather and drought patterns, and stormwater maintenance funding.

Commissioner Comments

Commissioner Slaby remarked on their trip to Washington, D.C. to attend the National League of Cities annual conference and the funding opportunities they learned about.

The meeting adjourned at 6:12 p.m.

Adjournment

Shelby Moss
Deputy City Clerk

Approved by the City Commission on: _____

DRAFT

Roll Call

A regular meeting of the Kalamazoo City Commission was held on Monday, April 6, 2026 at 7:02 p.m. in the City Commission Chambers at City Hall.

COMMISSIONERS PRESENT:

Mayor David Anderson
Vice Mayor Drew Duncan
Jeanne Hess
Chris Praedel
Jacqueline Slaby
Alonzo Wilson

COMMISSIONERS ABSENT:

Stephanie Hoffman

Also present were City Manager Malcolm Hankins, City Attorney Aaron Leal, and Deputy City Clerk Shelby Moss.

Commissioners Excused

Commissioner Praedel, seconded by Vice Mayor Duncan, moved to excuse the absence of Commissioner Hoffman. With a voice vote the motion passed.

Opening Ceremony

Invocation/Pledge

The invocation, given by Pastor Jermaine Gayle, Kalamazoo Seventh-Day Adventist Church, was followed by the Pledge of Allegiance.

Proclamations
2026-14-01

Commissioner Hess read a proclamation recognizing the *Choices for Change 35th Anniversary*. Michelle Serlin and Troy Zukowski-Serlin received the proclamation.

Formal Adoption of the Agenda

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda as presented/with the following change:

2026-14-02

City Manager Hankins requested the language regarding the waiver of City Commission Rule 12k be removed from the appointment of Drew Duncan to the Planning Commission and that Item H-3, acceptance of a COPS Hiring Program Award, be removed from the agenda.

Public Comments

Public Comments

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

The following people expressed opposition to the COPS Hiring Program Award, data sharing, police brutality, and the practices of Immigration and Customs Enforcement (ICE) agents:

Kay, non-resident
Rabbi Simone Schicker, City resident
Wendy Fields, City resident and NAACP President
Carol Anderson, City resident
Marysol Millar, City resident
Katherine Heins, City resident
Vicki Vanas, City resident
Steve Seats, unhoused

Jay Wholihan, City resident
 Wendy Flora, City resident
 Aedin Clements, City resident and League of Women Voters member
 Jack Papin, non-resident
 Anonymous Speaker
 Gloria Baldwin-Wilson, City resident
 Samatha Vimes, City resident
 Kimberly Bender, City resident
 Claire, City resident
 Laura Moss, City resident
 Maggie Adams, City resident and ISAAC member
 Kori Jock, City resident
 Sarah Pruitt, City resident
 Liberty Kostrzewa, City resident
 Ashante Collins, ISAAC member
 Charlae Davis, ISAAC member
 Cathy Phason, ISAAC member
 Luke Zimmer, City resident
 Sean McLaughlin, City resident
 Anonymous Speaker
 Shona Espinoza, City resident

Public Comments
 (cont'd)

Irshad Manji, Moral Courage Founder & CEO, invited the public to attend the official kick-off of the Western Michigan University Moral Courage Mentorship Program.

Leslie Zook, City resident, regarding the need to hire more social workers not more police officers.

Rev. Sarah Schmidt-Lee, City resident, regarding gathering on the steps of City Hall on Wednesdays to pray for our elected officials to have moral courage and in opposition of accepting money from the Federal Government.

Letitia McKissic, City resident, regarding issues with sidewalks, trees, and potholes in the Northside neighborhood and the lack of communication from the City regarding these issues.

Vanisha read a list of individuals who have lost their lives to ICE actions since January 2025.

Tina McClinton, City resident, thanked the City for finally acknowledging the flooding in her neighborhood and for turning down the COPS grant.

Consent Agenda

Consent Agenda items were presented as follows with a recommendation to approve the items and authorize the City Manager to sign all related documents on behalf of the city:

- approval of a contract extension with Earthworks Lawn and Landscape for 13 and 26 frequency 2026 property mowing in the amount of \$168,760.

Consent Agenda

2026-14-03

2026-14-04	- approval of a contract supplemental and change order with Prein & Newhof for engineering services related to the 2024 Drinking Water State Revolving Fund Edison Non-Copper Service Replacement Project in the amount of \$270,000.
2026-14-05	- approval of a sole source purchase with Centrifuge-Systems LLC for centrifuge equipment rehabilitation in the amount of \$301,040.
2026-14-06	- approval of a contract supplemental/change order with MES for Firefighter Turnout Gear in the amount of \$527,142.
2026-14-07	- approval of a contract supplemental and change order with Michigan Office Environments for office furniture associated with the 150 East Crosstown Facility Renovation Project in the amount of \$976,623.39.
2026-14-08	- adoption of a RESOLUTION recommending approval of a Social District Permit for Old Skool Bars, LLC located at 125 S Kalamazoo Mall.
2026-14-09	- adoption of a RESOLUTION approving the Act 381 Brownfield Plan for the B on Burdick Redevelopment Project located at 802 S Burdick Street.
2026-14-10	- approval of an <i>Amendment to Services Agreement</i> with United Way of South Central Michigan for the Kalamazoo Micro-Enterprise Grant (KMEG) program and to adjust funding sources for the KMEG program 2026 funding.
2026-14-11	- approval of a Housing Development Fund deferred loan in the amount of \$350,000 to Kalrecovery I Limited Dividend Housing Association Limited Partnership to construct a new 48-unit housing project to include 46 permanent supportive housing units for those recovering from opiate and methamphetamine use disorders.
2026-14-12	- approval of an <i>Addendum to Subrecipient Agreement</i> with Kalrecovery I Limited Dividend Housing Association Limited Partnership for the conversion of an ARPA grant to a deferred loan in the amount of \$700,000 to construct a new 48-unit housing project to include 46 permanent supportive housing units for those recovering from opiate and methamphetamine use disorders.
2026-14-13	- acceptance of a Redevelopment Ready Communities technical assistance grant in the amount of \$25,000 through the Community Economic Development Association of Michigan, and approval of the grant terms and a sole source agreement with MDDL for a housing development analysis in the amount of \$25,000.
2026-14-14	- acceptance of funding from the State of Michigan in the amount of \$500,000 to purchase firefighter turnout gear; and approval of a budget amendment in the amount of \$500,000 to enable expenditure of the funds.
2026-14-15	- approval of the Mayor's appointments to boards, commissions, and committees: - the appointment of Connor Sampson to the Downtown Development Authority and Downtown Economic Growth Authority Boards for a partial term expiring March 31, 2028.

- the appointment of Harvin Sandhu to the Downtown Development Authority and Downtown Economic Growth Authority Boards for a full term expiring March 31, 2030.
- the appointment of Nelson Nave to the Historic District Commission for a partial term expiring on January 1, 2027.
- the appointment of Sarah Munchow to the Natural Features Protection Review Board for a partial term expiring on March 31, 2028.
- the appointment of Drew Duncan to the Planning Commission for a full term expiring March 31, 2029.
- the appointment of Diego Sandoval to the Planning Commission for a full term expiring March 31, 2029.
- the appointment of Sakhi Vyas to the Planning Commission for a full term expiring March 31, 2029.
- approval of the following reappointments to the Zoning Board of Appeals:
 - the reappointment of Gary Wark for a full term expiring March 31, 2029.
 - the reappointment of Allison Hahn for a full term expiring March 31, 2029.
 - the reappointment of Jack Urban for a full term expiring March 31, 2029.
- approval of an easement agreement with Kalamazoo Public Schools (KPS) for watermain installed as part of the KPS school project on South Westnedge Avenue.
- approval of the minutes from the City Commission meetings on March 16, 2026.

Consent Agenda
(cont'd)

2026-14-16

2026-14-17

2026-14-18

Commissioner Slaby, seconded by Commissioner Hess, moved to approve the consent agenda requests and authorize the City Manager to sign all related documents on behalf of the City.

With a roll call vote this motion passed 6-0.

AYES: Commissioners Hess, Praedel*, Slaby, Wilson, Vice Mayor Duncan, Mayor Anderson

NAYS: None

*At the time of the vote Commissioner Pradel indicated he was not abstaining from Item G-7, a resolution approving a Brownfield Plan for the B on Burdick Redevelopment Project, as Jamauri Bogan was no longer serving on the board for his employer.

Regular Agenda**2026-14-19**

Sale of 808 Simpson
to Kalamazoo
Neighborhood
Housing Services

Regular Agenda

City Manager Hankins introduced for consideration the postponement of the sale of 808 Simpson Street to Kalamazoo Neighborhood Housing Services until April 20, 2026.

Commissioner Questions: none

Public Comments:

Beth McCann, Executive Director at Kalamazoo Neighborhood Housing Service, Inc., in support of the sale.

Commissioner Slaby, seconded by Vice Mayor Duncan, moved to postpone until April 20, 2026 consideration of the sale of 808 Simpson Street to Kalamazoo Neighborhood Housing Services for the sale price of \$500; and an amendment to the Housing Programs budget by \$970.

With a roll call vote this motion passed 6-0.

AYES: Commissioners Hess, Praedel, Slaby, Wilson, Vice Mayor Duncan, Mayor Anderson

NAYS: None

2026-14-20

Purchase of Self-
Contained Breathing
Apparatus (SCBA)

City Manager Hankins introduced for consideration the purchase of Self-Contained Breathing Apparatus and the funding sources for the purchase.

Commissioner Questions: none

Public Comments: none

Commissioner Slaby, seconded by Vice Mayor Duncan, moved to approve the purchase of Self-Contained Breathing Apparatus from MacQueen Emergency through the Sourcewell cooperative purchasing program in the amount of \$1,012,900.

With a roll call vote this motion passed 6-0.

AYES: Commissioners Hess, Praedel, Slaby, Wilson, Vice Mayor Duncan, Mayor Anderson

NAYS: None

Reports and Legislation**2026-14-21**

City Manager's Report

Reports and Legislation

City Manager Hankins reviewed and highlighted items in the written City Manager's Report.

Commissioner Comments

Commissioner
Comments

Commissioner Hess highlighted the comments made by Irshad Manji and the Moral Courage program and she remarked on her ride-along with Public Safety.

Commissioner Praedel thanked State representatives for securing \$500,000 for the purchase of firefighter turnout gear, and he offered remarks on the City's tree canopy projects.

Commissioner Slaby expressed appreciation for the removal of Item H-3 from the agenda.

Vice Mayor Duncan remarked on the importance of moral courage, and he encouraged everyone to stay diligent when it came to the review of future federal funding.

Mayor Anderson highlighted the affordable housing agenda items, and he thanked the People's Food Co-Op for their management of the City's Farmers Market.

Adjournment

The meeting adjourned at 9:08 p.m.

Shelby Moss
Deputy City Clerk

Approved by the City Commission on: _____

Commissioner
Comments (cont'd)

Adjournment



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **H.1.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: Antonio Mitchell, Director CPED
Prepared by: Sharilyn Parsons, Community Development Manager

DATE: April 20, 2026

SUBJECT: Approval of the sale of the City-owned lot at 808 Simpson Street to Kalamazoo Neighborhood Housing Services (Bid Ref#00000-026.42)

RECOMMENDATION:

It is recommended that the City Commission approve the sale of the City-owned lot at 808 Simpson Street to Kalamazoo Neighborhood Housing Services for \$500. It is also recommended that the City Commission approve a budget amendment in the Housing Programs fund in the amount of \$970.

BACKGROUND:

The City Commission approved the acquisition of the lot at 808 Simpson Street (Parcel No. 06-16-281-010) on September 2, 2025, for the purpose of building affordable housing. The property was acquired to support the goals of the City's infill housing strategy and to ensure affordable housing is constructed. The purchase was made using Foundation for Excellence (FFE) funds approved for affordable housing. 808 Simpson Street is a vacant, conforming, and buildable lot.

Kalamazoo Neighborhood Housing Services (KNHS) is a nonprofit housing agency that is currently working with the City and Kalamazoo County on an infill housing project. KNHS is working on building five new homes in the neighborhood both on Simpson and Ada. As a Community Housing Development Organization, KNHS is a vital partner in building affordable housing in our community.

The \$500 sale price is intended to cover recording fees associated with the sale, assist in the creation of long-term affordable housing, and ensure new construction is encouraged in the City's core neighborhoods.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Complete Neighborhoods - residential areas that support the full range of people's daily needs

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

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.

Shared Prosperity - Abundant opportunities for all people to prosper

Discussion: This new construction single family housing will be sold to low income homebuyers. Land Use intentions are supported by neighbors and current neighborhood plan. This construction allows Long term affordable housing and helps to build healthy markets.

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.

Discussion: 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 funds received from this sale would be \$500, in line with the city's Department of Community Planning and Economic Development Community Investment property disposition policies. The sale of the property will incur an \$800 fee from the title company for services and insurance. The property was originally purchased using Foundation for Excellence Aspirational funds in the amount of \$1,469.26 and held in the Housing Programs Fund's development properties inventory. The net loss of \$969.26 was not anticipated in the adopted budget and is included in the budget amendment request. The sale of this property to a nonprofit is to support affordable housing and is not intended to generate profit.

Description	Account	Project #	Dollar Amount
Revenue from property sale	275-690-00.000-642.002		-\$500

Title company services and insurance expense	ffe0630003-04- 801.000	\$800
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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is entered into this ____ day of _____ 2026, by and between the City of Kalamazoo ("Seller"), at 241 W. South St., Kalamazoo, MI 49007 and Kalamazoo Neighborhood Housing Services Inc. ("Purchaser") at 1219 South Park St., Kalamazoo, MI 49001.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Sale and Purchase of Property**. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, certain vacant land property located in the City of Kalamazoo, Kalamazoo County, Michigan, commonly known as 808 Simpson, Kalamazoo, Michigan, 49007 and more particularly described as 13580 Addition of Balch & Thompson Liber 5 of Plats page 11 lot 10 in the Kalamazoo County records.

Sale is contingent on receipt of necessary board approvals from Seller and Purchaser by no later than ASAP.

2. **Purchase Price**. The purchase price shall be \$ 500.00 to be paid at time of receipt of warranty deed by purchaser.
3. **Title**. Seller agrees to convey marketable title to The Property subject to: conditions, limitations, building and use restrictions and easements of record.

On the date of closing, the Purchaser shall:

- i. Pay the purchase price;
- ii. Pay Purchaser's closing fees;

On the date of closing, the Seller shall:

- i. Deliver possession of the Property to Purchaser at closing.
- ii. Pay Seller's closing fees;

4. **Brokers**. Each of the parties represent and warrant to the other that he has not retained a real estate broker in connection with this transaction, and each party shall indemnify and hold the other party harmless from any and all claims for real estate commissions caused by the actions of the party in question.
5. **Benefits**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.

6. **Notices.** All notices, consents or other communications desired or required to be made under the terms of this Agreement shall be in writing and shall be deemed duly given on the date of delivery if delivered in person or on the second day next succeeding the day of mailing if sent by certified or registered mail, return receipt requested, first class, postage prepaid, addressed, if to Seller at Seller's address first set forth above, and if to Purchaser, at Purchaser's address first set forth above. Either party may change the address for notices by giving notice in the manner provided for above.
7. **Law.** This Agreement shall be construed and interpreted under the laws of the State of Michigan.
8. **Remedies Cumulative.** All rights, powers and privileges conferred hereunder, unless otherwise provided, shall be cumulative of and not restricted to those given by law.
9. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification of same shall be binding unless it is in writing and attached hereto and executed with the same formality as this Agreement. No representation, promise of inducement not included in this Agreement shall be binding upon any party hereto. Time is of the essence in this Agreement.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

**SELLER: City Of Kalamazoo
Housing Services**

PURCHASER: Kalamazoo Neighborhood

By: _____

By: Beth McCann

Its: _____

Its: Executive Director



City Commission Agenda Report

City of Kalamazoo

Date: **4/20/2026**

Item: **H.2.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: Antonio Mitchell, Director of Community Planning and Economic Development
Prepared by: Jamie McCarthy, Development Manager

DATE: April 20, 2026

SUBJECT: Authorize the Brownfield Redevelopment Authority to Accept a State of Michigan EGLE Brownfield Redevelopment Grant in the amount of \$1,000,000 in Support of Kalrecovery Housing Project.

RECOMMENDATION:

It is recommended the City Commission authorize the BRA to accept a State of Michigan EGLE Brownfield Redevelopment Grant in the amount of \$1,000,000 for Kalrecovery Housing Project and approve a budget amendment for \$1,000,000.

BACKGROUND:

The project at 1900 Belford Street will redevelop approximately 6 acres of the former paper mill site on the south side of Kalamazoo into a 48-unit supportive housing development. The project includes the construction of three buildings and will provide deeply affordable recovery housing for individuals and families with substance use disorder, in coordination with the court system. The site is located near County and State health services, supporting access to critical care and long-term recovery resources.

The property is impacted by legacy contamination from historic paper mill operations, including a former coal-fired power plant. Environmental conditions include soil and groundwater contamination from metals, petroleum, and chlorinated volatile organic compounds. While prior remediation has occurred, additional due care activities are required to safely support residential use. These activities introduce costs that would not be incurred on a clean site.

Grant funding from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), awarded on March 27, 2026, in the amount of \$1,000,000, will support environmental assessments, management of contaminated soils during construction, and installation of engineered barriers to mitigate exposure pathways and ensure the long-term safety of the site.

Total project investment is approximately \$19,000,000, consisting of a combination of public and private funding sources. In addition to the EGLE grant, the City is supporting the project through over a \$1,000,000 in additional financing and a payment-in-lieu of taxes (PILOT) structure. The Brownfield Redevelopment Authority (BRA) is also supporting the project through the property transaction by reducing acquisition costs.

Due to the presence of contamination and associated due care obligations, the project faces additional environmental costs that impact overall feasibility. Support from EGLE, the City, and the BRA is critical to addressing these challenges and enabling the redevelopment of the site into much-needed supportive housing. The EGLE grant will be administered by the BRA and City over an approximately 24-month period, covering construction and post-construction monitoring to ensure vapor intrusion mitigation systems are functioning as intended. Administrative costs are eligible and covered by the grant.

The grant operates on a reimbursement basis, and a separate agreement between the developer and the BRA will be executed to outline performance requirements and reimbursement terms.

STRATEGIC VISION ALIGNMENT:

Environmental Responsibility - The project will address soil and groundwater contamination and vapor intrusion risks in buildings built on the site. This project will protect public health and safety.

Complete Neighborhoods - residential areas that support the full range of people's daily needs, including housing opportunities.

COMMUNITY 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 BRA will administer the grant over an approximately 24-month period. The grant budget includes up to \$21,500 to cover City staff time associated with administration, resulting in no anticipated net cost to the BRA or City for these activities.

The grant operates on a reimbursement basis, and project accounting will be established upon grant acceptance, and approval of the budget amendment, to track eligible expenditures and ensure compliance with reimbursement requirements. No additional long-term financial obligations to the BRA or City are anticipated as part of this grant.



BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division ("State"), and the City of Kalamazoo Brownfield Redevelopment Authority ("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 Clean Michigan Initiative Implementation, Public Act 196, of Act 451 of 1994 as amended. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Kalamazoo Recovery Housing	Location Code: 6O01
Amount of grant: \$1,000,000	Tracking Code: 2026-2586
Start Date: Date executed by the State	End Date: Three Years after Start Date

GRANTEE CONTACT INFORMATION:

Name/Title: Jamie McCarthy, Development Manager
Organization: City of Kalamazoo Brownfield Redevelopment Authority
Address: 241 West South Street
City, State, ZIP: Kalamazoo, MI 49007
Phone Number: 269-337-8789
E-Mail Address: mccarthyja@kalamazoocity.org
SIGMA Vendor ID Number: CV0047780

STATE'S CONTACT INFORMATION:

Name/Title: Douglas Koop, Brownfield Coordinator

Division/Bureau/Office: Remediation and Redevelopment Division

Address: 525 West Allegan Street

City, State, ZIP: Lansing, Michigan 48933

Phone Number: 517-245-5054

E-Mail Address: KoopD@Michigan.gov

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:

	Kyle Gulau, Chair	
Signature	Name/Title	Date

FOR THE STATE:

	Mike Neller, Director	
Signature	Name/Title	Date

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 other than budget line item revisions 20 percent or less of the total Agreement amount 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 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 for expenses must be included with the report as outlined in Appendix A.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic 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 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 2 CFR 200, 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) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

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.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

Grant Administration costs are eligible for reimbursement in accordance with Appendix A. Grant administration costs will be limited to three percent (3%) of the total award amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the grant; grant recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) Subsurface work on contaminated properties that involves penetrating or disturbing the existing surfaces; working with subsurface infrastructure, monitoring wells, or sewers; handling of existing soil, sediments, or groundwater; or other site activities with the reasonable potential for unacceptable human exposure must be conducted by personnel in accordance with OSHA and MIOSHA requirements, including under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120, as applicable.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall try to secure a new development project for the property. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to

provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

DRAFT

APPENDIX A

for BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT

Project Details			
Project Name and Address	Kalamazoo Recovery Housing (KalRecovery) 1900 Belford Street Kalamazoo, Michigan 49001	Grantee / Borrower	City of Kalamazoo Brownfield Redevelopment Authority
Tracking Code	2026-2586	Location Code	6001
Capital Investment	\$19,000,000	Jobs Created	6 full time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	NA

PROJECT DESCRIPTION: The brownfield grant will be used to support the redevelopment of a 6-acre parcel at the site of a former papermill on the south side of Kalamazoo, located near both County and State health services facilities. The redevelopment will include the construction of three buildings with a total of 48 apartment units, providing deeply affordable housing for individuals and families recovering from substance abuse disorders.

Historic papermill operations, including a former coal fired power plant have resulted in soil and groundwater contamination including metals, petroleum and chlorinated volatile organic compounds. Grant funding will be used for environmental assessments, management of contaminated soils during construction, and installation of engineered barriers to ensure the site can be safely reused.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Assessment and investigation including but not limited to additional sampling and Baseline Environmental Assessment activities.
2. Due care including but not limited to preparation of a documentation of due care compliance; design, installation and commissioning of vapor mitigation systems; installation of HDPE liners beneath the stormwater detention basins; transport and disposal of contaminated soil; and installation of a direct contact exposure barrier.
3. To request closeout of the grant, the Grantee must provide a comprehensive grant closeout report in the format provided by the Department of Environment, Great Lakes, and Energy (EGLE). The report will provide a comprehensive summary of all activities completed and expenses incurred under the grant.

4. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommated vinyl sign, or equivalent, on the property displaying the EGLE logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.
5. Grant administration including but not limited to grant management, tracking, and reporting activities by Grantee.
6. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET	
Task	Grant
1. Assessment and Investigation	\$43,000
2. Due Care	\$806,000
3. EGLE Grant Closeout Report	\$5,000
4. EGLE Sign	\$500
5. Grant Administration	\$21,500
6. Contingency	\$124,000
Total	\$1,000,000

In addition to the broad budget items above, the grant may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. Operation and maintenance plans must be prepared for any engineering controls implemented with the grant funding. All grant-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant reimbursement. The redevelopment must abide by all applicable local, state, and federal laws, rules, ordinances, including any land and resource use restrictions for the property.

The grant administration, EGLE sign, and closeout report budgets, as well as reasonable costs to attend the kickoff meeting are approved upon signature of this agreement.

A budget for work plan development of up to \$3,000 per work plan is pre-approved. If development of a work plan is expected to cost more than the pre-approved budget, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above. Refer to EGLE's Brownfield Eligible Activity Resource document when preparing the work plan. Prior to the start of any other grant-eligible work, a work plan must be submitted to EGLE for review and approval.

Progress reports must be submitted quarterly and include invoices for expenses incurred during the quarter. Submission of a progress report is required even if no expenses were incurred.

Project deliverables for activities paid for by the grant must be provided to EGLE throughout the course of the grant. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE's Brownfield Grant and Loan Deliverable Resource will be provided during the kick-off meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the grant funded activities are complete, including receipt of all deliverables, closeout reporting, and documentation that any engineering controls funded by the grant are fully commissioned and operating as designed.

SCHEDULE: The grant administration task will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Assessment and Investigation	Months 1-22
2	Due Care	Months 2-22
3	EGLE Grant Closeout Report	Month 22-24

A more detailed schedule for the above tasks shall be provided by the Grantee within the project work plans.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
REMEDIATION AND REDEVELOPMENT DIVISION



PHILLIP D. ROOS
DIRECTOR

March 27, 2026

VIA EMAIL

Kyle Gulau, Chair
City of Kalamazoo Brownfield Redevelopment Authority
214 W. South Street
Kalamazoo, Michigan 49007

Dear Kyle Gulau:

I am pleased to inform you that the Department of Environment, Great Lakes, and Energy (EGLE) has completed its review of your March 2026 application for funding under the Brownfield Redevelopment Program. Your application for the Kalamazoo Recovery Housing Project was awarded \$1,000,000 in Brownfield Redevelopment Grant funds. The funding was approved by Chief Deputy Director Aaron B. Keatley on March 26, 2026. This award has also been approved by the State Administrative Board.

Your Brownfield Coordinator, Douglas Koop, will assist in forwarding a grant agreement for your signature. The agreement describes the terms and conditions for the expenditure of funds. Doug will work with you to initiate the project once the agreement is signed by you and the EGLE.

If you have questions regarding your award, please contact Ryan Londrigan, Supervisor, Brownfield Redevelopment Unit, Remediation and Redevelopment Division, at 989-891-6072; LondriganR@Michigan.gov; or EGLE, P.O. Box 30426, Lansing, Michigan 48909-7926.

Sincerely,

Mike Neller, Director
Remediation and Redevelopment Division
517-512-5859

Kyle Gulau, Chair

Page 2

March 27, 2026

cc: Senator Sean McCann
Representative Julie Rogers
Phillip D. Roos, Director, EGLE
Aaron B. Keatley, Chief Deputy Director, EGLE
Travis Boeskool, Senior Deputy Director, EGLE
Dylan Gebhard, Legislative Liaison, EGLE
Dale George, Communications Director, EGLE
Carrie Geyer, EGLE
Ryan Londrigan, EGLE
Douglas Koop, EGLE
File #2026-2586

April 20, 2026

CITY MANAGER'S REPORT

City of Kalamazoo Flooding

As you are aware, a local state of emergency remains in effect in the City of Kalamazoo due to significant flooding that continues to pose public safety risks and impact homes across the community. Prolonged rainfall, saturated ground, and elevated river and creek levels have created abnormal groundwater conditions and ongoing water intrusion.

Our priority is clear: protect people first, then property, especially as unpredictable water creates hazards for residents, including children. City staff across the City Manager's Office, Public Works, and Public Safety have been coordinating closely with County partners and conducting on-site visits in affected neighborhoods. These visits have confirmed significant standing water in areas not typically prone to flooding and helped us better understand residents' immediate needs.

That firsthand input is shaping our response. Public Works is advancing a plan to support affected residents. Crews continue deploying sandbags, distributing cleanup resources, and connecting residents to assistance through 211. Anyone whose home has been affected by flooding can report it by using the City's self-reporting survey at the following link:

<https://survey123.arcgis.com/share/6e1d8996f0704b9fab5395eecd63a65e>

We will continue to monitor conditions closely. Water levels are expected to begin receding this week, and we remain fully committed to a coordinated, responsive effort to support residents through this unusual situation.

Farmers Market Contract

The City of Kalamazoo has contracted with Gamsho Group, LLC – the owners of Park St. Market and Midtown Fresh – to operate the Kalamazoo Farmers Market in the Edison Neighborhood.

Operations of the Farmers Market will remain the same and there should not be any noticeable changes for shoppers. The regular market season will open on Saturday, May 2, as scheduled. There will be a meeting and open house with vendors hosted by Gamsho on Wednesday, April 22. At this time, Gamsho has established contact information with well over 400 vendors, all of whom have been contacted about the April 22 meeting and open house, and they have been made aware of the process to sign up to be a vendor this coming season. This is an annual process that has not changed. Anyone who needs more vendor information can email kzoofarmersmarket@gmail.com. For more information and a full list of FAQs (frequently asked questions), please visit www.kzooparks.org/market.

City of Kalamazoo HUD Draft Action Plan

On Monday, April 20, the City Commission will hold a public hearing on the PY2026 Action Plan and consider its approval. The plan outlines how the City will allocate annual entitlement funding from the U.S. Department of Housing and Urban Development (HUD). Since 1974, Kalamazoo has received more than \$100 million through HUD formula grants, supporting housing, public services, neighborhood improvements, and programs for underserved residents.

For PY2026, the City expects approximately \$2.2 million in Community Development Block Grant (CDBG) and HOME funds, marking the second year of the 2025–2029 Consolidated Plan. Community input has prioritized affordable housing development and rehabilitation, services for underserved populations, and investment in core neighborhoods.

The PY2026 Action Plan reflects these priorities through homeowner repairs, rental and security deposit assistance, rental housing rehabilitation, and public services for unhoused youth, individuals living with HIV/AIDS, survivors of domestic violence, and other low-income residents. It also includes neighborhood investments such as a public facility project in the Northside Neighborhood and a blight elimination project in the Edison Neighborhood.

The plan is expected to assist more than 500 individuals or families, support inspection of at least 3,000 housing units, and benefit over 8,200 low-income households in targeted neighborhoods.

Kalamazoo Seeks Applicants for Community Investment Committee

The City of Kalamazoo and the Kalamazoo Foundation for Excellence (FFE) are seeking qualified community members to serve on their mutual Investment Committees. The committees provide oversight and strategic guidance for investment policies and portfolio management related to:

- The City's employee pension plans, and
- The FFE's permanent endowment.

The committee meets for half a day quarterly, with occasional subcommittee participation, due diligence meetings, and additional meetings as needed.

How to Apply

Applications may be submitted online at: <https://www.kalamazoocity.org/Government/Boards-Commissions/Apply-to-Join-a-Board-or-Commission>. Please select Investment Committee of the Employees' Retirement System / Perpetual Care Investment Committee when applying.

Applications may also be submitted in person at the City Clerk's Office, located in Kalamazoo City Hall. Applicants whose qualifications best meet the position requirements will be selected for interviews with staff and current committee members. The City Commission and FFE Finance Board will review and approve the final committee appointments. Applications will be accepted through May 11.

Imagine Kalamazoo 2035: 'From Plans to Place'

Community dialogue for the "Design It!" phase of Imagine Kalamazoo 2035 continues this month with multiple-day downtown events. "From Plans to Place" will kick off next Tuesday evening, April 28, from 5 to 7 p.m. at the downtown Catalyst Center, and other "Design It" events continue through May 4. Residents can learn more about IK2035 by visiting the website at www.kalamazoocity.org/IK2035.

Residents can also help shape Kalamazoo's future by participating in Design It! online, on their time and from anywhere, with activities that mirror the in-person Design It! meetings. Residents can go to www.kalamazoocity.org/IKonline and take a quick activity, share a few ideas, or dive deeper and give detailed feedback. Every response will help create the Imagine Kalamazoo 2035 plan.

Boil Water Advisories

Boil Water Advisories are precautionary. They are issued while we test to confirm the water has not been affected. Our team completes two separate rounds of testing before advisories are lifted. While under a Boil Water Advisory, affected customers are advised to boil their tap water for two minutes before consuming it, or use bottled water until the advisory is lifted. No special actions are needed for water used for hygiene. The vast majority of Boil Water Advisories are issued out of an abundance of caution and lifted within three days.

The Kalamazoo Department of Public Services hand delivers water advisory notices to affected homes and businesses whenever possible. If the affected area is large and includes a lot of properties, advisories may be issued by media release. Here is a list of watermain breaks and boil water advisories for the weeks of April 6-April 13.

Street Address	Municipality	Boil Water Advisory Date	Date Lifted
East D Avenue	Richland Township	April 6, 2026	April 8, 2026
Warren Place	City of Kalamazoo	April 6, 2026	April 8, 2026
Park Avenue	Kalamazoo Twp.	April 8, 2026	April 11, 2026
Evelyn Avenue	City of Kalamazoo	April 8, 2026	April 11, 2026
Summit Avenue	City of Kalamazoo	April 12, 2026	April 14, 2026

Earth Day and Arbor Day Observances

The City of Kalamazoo is honored to observe Earth Day on Thursday, April 22, as well as Arbor Day on Friday, April 24. This year, in recognition of Arbor Day, we are honored to present a tree dedication to the 56th Kalamazoo City Commission. The dedication will take place at noon on Friday, April 24, in Bronson Park, one of the City of Kalamazoo's most historic and cherished public spaces. This gathering comes at a time when communities across the country are experiencing the increasing impacts of a changing climate – stronger storms, rising temperatures, and greater stress on our natural and built infrastructure. In this context, the act of planting a tree carries even greater meaning.

We hope the entire community will come out to Bronson Park at noon on April 24 and join us to help kick off this dedication that reflects a forward-looking vision for Kalamazoo.

Kalamazoo Neighborhoods Connect

The City of Kalamazoo's Department of Community Planning and Economic Development (CPED) is hosting a Kalamazoo Neighborhoods Connect meeting from 7 to 8:45 p.m. Wednesday, May 6, 2026. The event will be held in the Don Cooney Cultivation Center at the Kalamazoo Farmers Market, located at 1234 Bank Street. It will enable attendees to connect with City resources, build bridges between Kalamazoo's neighborhoods, and receive updates from neighborhood association representatives. For more information, contact Cee Maul, CPED Neighborhood Activator, at 269-762-2604.

Kzoo Parks Summer Program Registration

Registration for Kzoo Parks summer camps and programs is now open for Kalamazoo City residents as well as for non-city residents. Registration is available online at www.kzooparks.org/programs or in person at the Kzoo Parks office (251 Mills St.) Monday through Thursday from 8 a.m. to 4 p.m., or Fridays by appointment. Kzoo Parks offers a variety of free and affordable summer programs for youth. There are also several Police Athletics and Activities League (PAL) programs offered this summer:

This year, Super Rec, Camp Kzoo, and All Things Possible summer camps will shift to take place one week later than usual. Super Rec and Camp Kzoo will still run for nine weeks from June 15 through August 14, and All Things Possible will still offer two four-week sessions, from June 15 to August 7. The adjusted schedule allows the three Kzoo Parks After School Programs to continue through the last day of school, rather than ending a week early for staff training. Complete details on all Kzoo Parks programs are available at www.kzooparks.org/programs. Program assistance is also available through Kalamazoo Friends of Recreation for Kalamazoo residents. More information and applications are available at <https://friendsofrec.org/apply/>

KDPS Hiring Public Safety Officers

The Kalamazoo Department of Public Safety has opened their application process for Public Safety Officers. The application process will remain open until 11:59 p.m. on Wednesday, April 22. Applications may be submitted online at the following websites:

- <https://www.governmentjobs.com/careers/kalamazoomi>
- <https://www.kalamazoopublicsafety.org>
- <https://www.joinkdps.org>

Public Safety Officers (PSOs) protect and serve the community by responding to calls for service involving police, fire, and medical emergencies in a professional and caring manner, to enhance the quality of life for all people in the City of Kalamazoo. Applicants do not need to have prior police, fire, or medical first responder certifications to be considered, as KDPS will sponsor hired applicants through the police academy and provide fire/EMS training, if needed. Check out this KDPS recruitment video:

<https://youtu.be/hnMVCzBwLkk?si=gU50LrHGYV1vEAj>

International City/County Management Association

On March 1, 2026, I received the Credentialed Manager designation from the International City/County Management Association (ICMA). This designation recognizes local government professionals who demonstrate a commitment to ethical leadership, integrity, and continuous professional development, consistent with the ICMA Code of Ethics. I am honored to join more than 1,600 colleagues nationwide, including 54 in Michigan, who participate in ICMA's Voluntary Credentialing Program.

I began the credentialing process prior to my employment with the City and was advanced to candidate status in January 2026 as part of ICMA's formal review and progression process, leading to the designation conferred on March 1.

I look forward to continuing this work in my role as City Manager and advancing the principles outlined in ICMA's Practices for Effective Local Government Leadership.

Connecting With Our Community

I continue to connect with the community by attending various community events. On Tuesday, April 14, I participated in a question-and-answer session on city government at the Douglass Community Association. The Northside Community Meet and Greet was an excellent opportunity for me to answer questions to those in attendance on such issues as public services operations and how police, fire, and emergency services get handled. There's an article on the event on MLive at this [link](#).



City Clerk's Report

April 20, 2026

Board / Commission / Committee Communications

Attached as informational are the following communications from the Environmental Concerns Committee (ECC):

- a recommendation dated February 23, 2026 regarding the ECC's involvement in decision making processes for the governance of Asylum Lake Preserve.
- a recommendation dated March 20, 2026 regarding the fire at 1525 Lake Street on March 9th.



CITY OF KALAMAZOO

Communication to the City Commission

To: Kalamazoo City Commission
Scott Borling, City Clerk

From: David Benac, Chair, Environmental Concerns Committee
Justin Gish, Sustainability Planner

Date: February 23, 2026

Subject: Environmental Concerns Committee's Recommendation to the City Commission

At its February 18, 2026 meeting, the Environmental Concerns Committee (ECC) discussed the future governance of Asylum Lake Preserve in light of ongoing conversations about the transfer of ownership of the property from Western Michigan University to Kalamazoo County.

Members discussed the preserve's previous oversight structure under Western Michigan University, including the Asylum Lake Preservation Association (ALPA), which historically provided a multi-stakeholder framework and included Environmental Concerns Committee representation in management decisions. The Environmental Concerns Committee appointed a member to attend meetings of ALPA. The ECC representative had a vote on this council. In response to the evolving governance landscape, the ECC voted to formally recommend that it be guaranteed a seat at the table in any county-level oversight discussions affecting Asylum Lake.

This unanimous recommendation to the Kalamazoo City Commission, is done with the hope that the Commission will work collaboratively with Kalamazoo County to ensure that the ECC has a defined and ongoing role in decision-making processes related to the preserve's long-term ecological protection and public stewardship.



CITY OF KALAMAZOO

Communication to the City Commission

To: Kalamazoo City Commission
Scott Borling, City Clerk

From: David Benac, Chair, Environmental Concerns Committee

Date: March 20, 2026

Subject: Environmental Concerns Committee's Recommendation to the City Commission

At its March 18th, 2026 meeting, the Environmental Concerns Committee (ECC) discussed the fire that occurred at 1525 Lake Street, Kalamazoo, MI 49001 on March 9th, 2026.

The Environmental concerns committee of the City of Kalamazoo recommends that the City Commission of Kalamazoo should answer or attempt to answer the following questions:

1. What air pollution was released (including the precise composition of the PM 2.5 pollution).
2. What potential water pollution has been washed into the waterways (in addition to oil).
3. How the City of Kalamazoo is going to communicate this information to all residents, particularly those in impacted areas.
4. What steps the City of Kalamazoo is going to take to continue to monitor the environmental impacts of this fire.

This motion was unanimously passed by the Environmental Concerns Committee of Kalamazoo.