



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, June 1, 2026

7:00 PM

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Chaplain Regina Mays, Missional Chaplains
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC COMMENTS

F. PUBLIC HEARINGS

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 purchase of the Cisco On-Prem Calling Solution to support the City's phone system from Trace3 through the MiDeal cooperative purchasing program in the amount of \$125,064.
2. Approval of a professional service agreement with Peerless-Midwest, Inc. for 2026 well rehabilitation work in the amount of \$167,630.
3. Approval of a contract extension with Santiago Services for trash and debris handling in the amount of \$453,000.

4. Approval of a sole source purchase with Pure Air for carbon media replacement in the carbon filtration unit at the Wastewater Treatment Plant in the amount of \$487,828.
5. Adoption of a RESOLUTION approving changes in the street lighting contract with Consumers Energy for the removal of a street light at K College.
6. Approval of an amendment to a grant from the National Fish and Wildlife Foundation for the Reed Court floodplain project construction to increase the grant by \$588,062, extend the period of performance, and approval of a budget amendment in the amount of \$588,062.
7. Approval of the following reappointments to the Water System Advisory Council:
 - the reappointment of **Thomas Wheat** for a term expiring on December 31, 2027.
 - the reappointment of **Lucas Pols** for a term expiring on December 31, 2027.
 - the reappointment of **Michael Evans** for a term expiring on December 31, 2028.
 - the reappointment of **Terrell Cole** for a term expiring on December 31, 2028.
8. Approval of a utility easement agreement with Newton Equity LLC for the upcoming construction of public sewer main at 802 Wheaton Avenue as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project.
9. Approval of a utility easement agreement with Newton Equity LLC for the upcoming construction of public sewer main at 1005 Newton Court as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project.
10. Approval of a utility easement agreement with Newton Equity LLC for the upcoming construction of public sewer main at 1009 Newton Court as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project.
11. Approval of the minutes from the City Commission meetings on May 18, 2026.

H. REGULAR AGENDA

1. Approval of a contract with Ferguson Waterworks for the annual purchase of miscellaneous water inventory in the amount of \$1,088,129.42. (**Action: Motion to approve**)

2. Approval of a three-year contract with Wayne County Appraisal, LLC d/b/a WCA Assessing for assessing and assessor of record services in the amount of \$1,855,321.92. **(Action: Motion to approve)**
3. Approval of a contract with Wightman & Associates, Inc. for construction engineering services for the Kalamazoo Avenue construction project in the amount of \$2,139,900. **(Action: Motion to approve)**
4. Adoption of a RESOLUTION approving a Michigan Department of Transportation subrecipient agreement for the two-way conversion of Kalamazoo Avenue in the amount of \$16,808,308. **(Action: Motion to adopt)**

I. REPORTS AND LEGISLATION

1. City Manager's Report

J. UNFINISHED BUSINESS

K. POLICY ITEMS

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047. Persons 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: **6/1/2026**

Item: **G.1.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: Tim Dubois, IT Director
Prepared by: John Hambright, IT Deputy Director

DATE: June 1, 2026

SUBJECT: Approval of a 3-Year cooperative MIDEAL purchase from Trace3 for Cisco On-Prem Calling Solution (Bid Ref#00000-021.151)

RECOMMENDATION:

It is recommended that the City Commission approve a MiDeal cooperative purchase from Trace3 for the Cisco On-Prem Calling Solution to support the City's phone system in the amount of \$125,064

BACKGROUND:

This On-Prem Calling solution provides the infrastructure and licensing to support the city-wide phone system. This is a 3-year contract, Billed annually with the total purchase commitment of \$125,064.00 with the following invoice schedule. Year 1 amount of \$41,688.00 invoiced upon receipt of the PO, Year 2 amount of \$41,688.00 invoiced 5/30/2027, Year 3 amount of \$41,688.00 invoiced on 5/30/2028.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

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.

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

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 \$125,064. The contract will be split evenly between each of the three years of this renewal with \$41,688 being budgeted and available in 2026 and \$41,688 being budgeted in each of the fiscal years of 2027 and 2028.

Description	Account	Project #	Dollar Amount
IT Network and Security	101-229-00.000-815.000		\$125,064



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Brock C. VanDyken, Water Superintendent

DATE: June 1, 2026

SUBJECT: Approval of a Professional Service Agreement with Peerless-Midwest, Inc. for 2026 Well Rehabilitation Work (Bid Ref#91216-003.0.2)

RECOMMENDATION:

It is recommended the City Commission approve a professional service agreement with the Peerless-Midwest, Inc. (Peerless) for well rehabilitation and associated maintenance in the amount of \$167,630.00.

BACKGROUND:

In 2024, Purchasing pre-approved three-year contracts with two drilling companies identified by staff as being qualified to perform hydrogeological services for the City of Kalamazoo for work on an as-needed-basis. These companies are Peerless-Midwest Inc. and Northern Pump and Well Company.

Water Resources contacted Peerless to provide quotes to perform 4 well rehabilitations and 3 well repair projects. For this work, Peerless provided a bid of \$167,630.00. Water Resources has been very satisfied with the work Peerless has performed on previous rehabilitations and well repair and recommend approval of this purchase order.

This work will focus on rehabilitation of wells at Station No. 14 and well repair at Station No. 9 and Station No. 24. Well rehabilitation is necessary to restore pumping capacity and performance of the well and to maintain shaft, screen, casing, column pipe, and spider assemblies through inspection, repair, and replacement. The necessary well repairs resulted from the storm event on April 27, 2026, in addition to routine maintenance associated with normal mechanical asset wear over time.

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 contract are \$167,630.00. The funding available and estimated costs are detailed below. We are requesting the approval of this contract using the funds below.

Description	Account	Project #	Dollar Amount
Water Fund	591-561-04.000-930.000		\$148,060.00
Water Fund 4/27 Storm	591-592-00.000-930.000		\$19,570.00



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Wendy White, Administrative Support Manager

DATE: June 1, 2026

SUBJECT: Approval of a contract extension with Santiago Services for Trash and Debris Handling (Bid Ref#90974-002.4)

RECOMMENDATION:

It is recommended that the City Commission approve a contract extension with Santiago Services for Nuisance Trash and Debris Handling in the amount of \$453,000.00.

BACKGROUND:

The City has experienced increased levels of service demands within many City-owned properties and right-of-ways. Specific property maintenance actions focused on trash and debris removal will help to restore property conditions and public enjoyment of land. The need to have a contractor on call to perform cleanups will provide City staff with the autonomy and responsiveness needed to react quickly and restore property conditions.

In March 2025, the Purchasing Department solicited renewal pricing for this service. Santiago Services LLC, provided pricing with no increase from 2025. Santiago Services LLC, adequately met the contract demands during 2025 and is recommended for 2026.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Environmental Responsibility - A green and healthy City.

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

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The funds required for this contract are \$453,000 with the July through December portion of this contract being \$226,500 and the 2027 portion being \$226,500. The estimated costs are detailed below. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
2026 Portion Brownfield	243-735-00.000-801.000		\$50,000
2026 Property Nuisance Clean Up	226-530-00.000-801.000		\$80,000.00
2026 Encampment Nuisance Clean Up	226-530-01.000-801.000		\$96,500.00
2027 Brownfield Nuisance Clean Up	243-735-00.000-801.000		\$50,000
2027 Property Nuisance Clean Up	226-530-00.000-801.000		\$80,000.00
2027 Encampment Nuisance Clean Up	226-530-01.000-801.000		\$96,500.00



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Brian Rohr, Senior Operations Supervisor

DATE: June 1, 2026

SUBJECT: Approval of a sole source purchase with Pure Air for Carbon Filtration Unit
Carbon Media Replacement (Bid Ref#00000-026.59)

RECOMMENDATION:

It is recommended that the City Commission approve a sole source purchase of engineered high capacity carbon from Pure Air Filtration for replacement of carbon in the wastewater treatment plant odor scrubbers in the amount of \$487,828.00.

BACKGROUND:

The City of Kalamazoo wastewater treatment plant uses carbon with a high capacity for hydrogen sulfide to filter air from plant treatment processes. This carbon has a fixed life and needs to be periodically replaced once the carbon absorptive capacity has been used.

The carbon will replace 5 units worth of carbon for raw pumping, fine screens, primary, solids processing, and recycle. Cost will be split 2/3 for Primary treatment and 1/3 for solids treatment.

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 \$487,828.00. The funding available and estimated costs are detailed below. Funds have been budgeted in the 2026 Wastewater Operations/Maintenance budget.

Description	Account	Project #	Dollar Amount
Wastewater Fund	590-542-01.000-729.006		\$325,219.00
Wastewater Fund	590-542-03.000-729.006		\$162,609



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Jesse Okeley, Right of Way Supervisor

DATE: June 1, 2026

SUBJECT: Consumers Energy - Authorization for Change in the Street Lighting Contract – Removal of a street light at K College (Bid Ref#00000-026.54)

RECOMMENDATION:

It is recommended that the City Commission adopt a RESOLUTION authorizing the City Manager to sign an *Authorization for Change in Standard Lighting Contract* with Consumers Energy for the removal of a street light at K College.

BACKGROUND:

The City of Kalamazoo works closely with Consumers Energy for the placement of street lighting within the City. In order for additional or lighting upgrades, Consumers Energy requires a signed resolution for changes to the Standard Street Lighting Contract. This request is for removal of a streetlight at K College for the construction of their new dorm. Once this building is completed, K College will install new streetlights.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:
Safe Community

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 a marginal annual cost associated with the update.



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103029411081

Consumers Energy Company is authorized as of _____ by the City of KALAMAZOO CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of KALAMAZOO CITY, dated 10/1/2015.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2015 shall remain in full force and effect.

Notification Number(s): 1077140346

Comments: Demo work request by K College. Ref design: 11880699 and 11880810

City of KALAMAZOO CITY

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 26-

**A RESOLUTION AUTHORIZING CHANGES IN THE STANDARD
LIGHTING CONTRACT WITH CONSUMERS ENERGY FOR
REMOVAL OF STREET LIGHT AT K COLLEGE**

Minutes of a regular meeting of the Kalamazoo City Commission held on June 1, 2026 at 7:00 p.m., local time, in the City Commission Chambers at City Hall, 241 W. South Street.

PRESENT, Commissioners:

ABSENT, Commissioners:

It is Resolved:

1. That it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Kalamazoo, dated 10/1/2015, in accordance with the Authorization for Change in Standard Lighting Contract dated, 06/01/2026, heretofore submitted to and considered by this Commission; and
2. The following officials are authorized to execute such authorization for change on behalf of the City of Kalamazoo:

Malcolm Hankins, City Manager

Rebekah Kik, Deputy City Manager

Laura Lam, Chief Operating Officer

The above resolution was offered by Commissioner Hess and seconded by Commissioner Praedel.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on June 1, 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

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 100 watt HPS Cobrahead Non-Cutoff to Remove at location 4;

METER ORDER NUMBER		METER NUMBER						
READ		METER LOCATION		115 CATHERINE ST. KZO - ERET OHS				
				CM NO.100008299490				
CONSUMERS ENERGY CONTACTS				ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME		NUMBER	ERET	OHS	1076874005	11880772	
COORDINATOR	KEVIN SCHIELE		269-500-1459	ECNC	NLO	1077141689	11880810	
DESIGNER	JACOB O'BRIEN		269-532-9012	ERET	OHL	1077140346	11880699	
CE STAKING REQ'D ☐ Yes ☒ No			TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D ☐ Yes ☒ No			5211163408			DEMOING OH SECONDARY LINES FOR NEW K COLLEGE BUILDING.		
 A CMS Energy Company ELECTRIC			SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE: XFMR TLM 4303 & XFMR TLM 3408 LOCATION: ACADEMY ST @ CATHERINE ST & W MAIN ST @ DOUGLAS AVE	
			STADIUM		0320			
			CIRCUIT		CKT NO.			
SHEET A	SHEET 1 OF 1	SCALE 1"=120'	COLLEGE	02				
KALAMAZOO CO				KALAMAZOO TWP		T 02S R 11W SEC. 16		

04-24-2026 15:50:03



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **G.6.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James Baker, Director of Public Services and City Engineer
Prepared by: Kerry Lyn Williams, Grants Division Manager

DATE: June 1, 2026

SUBJECT: Approval of an amendment to a grant agreement, increasing the grant by \$588,062 and extending the period of performance, and approval of a budget amendment with the National Fish and Wildlife Foundation (NFWF) for the Reed Court floodplain project construction.

RECOMMENDATION:

That the City Commission approve an amendment to a grant agreement, increasing the grant by \$588,062, extending the period of performance, and amending the budget, with National Fish and Wildlife Foundation (NFWF) for Reed Court flood plain project and authorizing the City Manager to sign all related documents.

BACKGROUND:

The initial grant award of \$34,700 from the National Fish and Wildlife Foundation (NFWF) supported a feasibility study of the project and was approved by the City Commission on 11/7/2022. The feasibility study is complete, and the NFWF authorized additional resources to complete the next phase of the project—engineering and design. NFWF committed an additional \$89,745 to complete this next phase of work and extended the project end date to 9/30/2024. Engineering and design are now complete, and NFWF is now committing an additional \$588,062 for construction of the project. The official grant amendment will be executed by NFWF upon entry in their electronic grant system, so the information to be contained in the amendment is attached in template form and accompanied with an email confirming grant award by the program officer. It is imperative to start this next phase of work in order to ensure it can be completed by the target end date.

The Reed Court Floodplain and Stormwater Improvement Project will combine stormwater treatment with enhanced floodplain connectivity and flood capacity of Portage Creek while providing an opportunity to link pedestrian pathways with educational signage. The project will assess and protect important natural features at the site while incorporating native Michigan vegetation into the riparian, wetland, and upland areas created for on-site stormwater treatment

and riparian restoration, along with aquatic and terrestrial wildlife habitat. Stormwater will enter the project area and flow to Portage Creek through a series of constructed sediment traps, pools, and swales to reduce direct stormwater inputs and pollutant loads. All of this is in alignment with the City Commission's earlier approval of the feasibility study, serving to bring this work closer to fruition through engineering and design.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Environmental Responsibility - A green and healthy City.

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The grant will be matched by \$20,000 CIP stormwater funding from project mst0100338. With the passage of this motion, budget will be amended.

Description	Account Project #	Dollar Amount
National Fish and Wildlife Grant - Phase III - Construction		\$588,062
CIP Funding - Match	mst0100338	\$20,000

Project Title: Reed Court Floodplain and Stormwater Improvements

EZG #: 74158

Current Award Amount: \$ 124,445.00

Current Award Project Period: 6/1/22 – 5/1/25

Select Amendment(s) to be Requested:

Extension of Period of Performance: Yes/No

Proposed Period of Performance End Date: 12/31/2026

Extension Explanation: [3-4 sentence summary, additional documentation can be attached as needed]

[Project Permitting - EGLE Joint Permit \(Part 301\), City of Kalamazoo Site Plan, ZBA, Brownfield](#)

Scope Change Amendment: Yes/No

Scope Change Explanation: [3-4 sentence summary, additional documentation can be attached as needed]

*Supporting documentation of an updated Scope of Work may be requested

[Project phase moving from Preliminary Design to Implementation. Implementation will consist of full construction drawings and bid documents, bid award, and construction / final restoration work.](#)

Budget Amendment: Yes/No

Budget Amendment Explanation: [3-4 sentence summary, additional documentation can be attached as needed]

[Project phase moving from Preliminary Design to Implementation. Implementation will consist of full construction drawings and bid documents, bid award, and construction / final restoration work.](#)

*Updated budget narratives are required for budget amendments

**Supporting documentation of quotes or invoices may be requested

***Financial documentation may be requested if documents on file are out of date

Matching Contribution Amendment: Yes/No

Enter Non-Federal Matching Contributions Proposed: \$ 20,000.00

Enter Federal Matching Contributions Proposed: \$ 0

Match Amendment Explanation: [3-4 sentence summary, additional documentation can be attached as needed]

City of Kalamazoo is providing match of \$20,000 from Stormwater Improvements fund.

Input Current and to-be-amended budget information:

	<i>Current Project Budget</i>	Amended Project Budget	Variance
Personnel			
Travel			
Equipment			
Materials and Supplies			
Contractual Services			
Subcontract/Contract - Per Agreement	124,445.00	712,507.30	+ 588,062.30
<i>Prein&Newhof Contract with City of Kalamazoo (feasibility study)</i>	34,700.00	34,700.00	-
<i>Prein&Newhof Contract for Design Engineering</i>	89,745.00	89,745.00	-
<i>Prein&Newhof Contract for Construction Engineering</i>	-	101,399.53	+ 101,399.53
<i>Construction</i>	-	486,662.77	+ 486,662.77
Other Direct Costs			
Indirect Costs			
Other			
Total Direct Costs			
Total Indirect Costs			
Total Costs	124,445.00	712,507.50	+ 588,062.30

Input narratives for changed budget line items:

Personnel:

Travel:

Equipment:

Materials and Supplies:

Contractual Services: *Project phase moving from Preliminary Design to Implementation. Implementation will require funds shown.*

Other Direct Costs:

Indirect Costs:

Other:

Please note this document is provided as guidance to prepare for your upcoming amendment, this will not be reviewed as the official amendment.

Williams, Kerry Lyn

From: Hannah Lam
Sent: Wednesday, May 20, 2026 1:31 PM
To: Palumbo, Tom
Cc: Ryan Darnton - NOAA Federal; Williams, Kerry Lyn; Deters, Amanda; Sellers-Evans, Valetta; David Landsman - NOAA Federal; Siham Araye
Subject: Re: Reed Ct Grant City Commission Approval

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tom,

I can confirm that NFWF has been provided the Notice of Award from NOAA which indicates their approval to utilize the funds provided under the Notice. This includes the \$588,062 that will be provided to this project. This, however, does not make the funds readily available to be obligated to the project. The timing of which the funds will be available is twofold.

For one, we still need to complete the amendment process. Once we receive your template, we will be able to review and work with our teams to officially open an increase amendment within the Easygrants system. Once the final amendment is submitted, we will need to complete another round of reviews. Once the amendment is ready to be implemented, we will then have the go-ahead to obligate the funds to the project.

Additionally, we are experiencing technical issues that are causing delays in NFWF's ability to access funding under this agreement. NFWF and NOAA have been diligently working to resolve the problem, but, as you probably know, technical issues take some time.

In short, I am able to confirm that the funds have been approved for NFWF to provide to this project. There is an intent that upon approval of the increase amendment we will assign the \$588k to the project. We just have a few hurdles to get through before we can assign the funds.

I hope this is helpful and sufficient for the Commission. Please feel free to reach out with any other questions.

Thanks,
Hannah

Hannah Lam
Manager, Federal Relations
National Fish and Wildlife Foundation
1625 Eye Street NW, Suite 300
Washington, DC 20006



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **G.7.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 1, 2026

SUBJECT: Appointments and Reappointments to the Water System Advisory Council

RECOMMENDATION:

It is recommended that the City Commission approve the following reappointments to the Water System Advisory Council:

- the reappointment of **Thomas Wheat** for a term expiring on December 31, 2027.
- the reappointment of **Lucas Pols** for a term expiring on December 31, 2027.
- the reappointment of **Michael Evans** for a term expiring on December 31, 2028.
- the reappointment of **Terrell Cole** for a term expiring on December 31, 2028.

BACKGROUND:

The State of Michigan requires the operator of public water supply systems serving more than 50,000 people create a Water System Advisory Council. This council advises the City's Public Services Director as the operator of the system.

The Council consists of seven members nominated by the Public Services Director and appointed by the City Commission. They serve staggered terms of three years. To be eligible, candidates must have a demonstrated interest in or knowledge of lead in drinking water and its effects. At least one member must be a local resident who is a customer of the water system and does not represent the interests of any organization.

The Water System Advisory Council must meet at least once per year, and meetings can be called by the Public Services Director or the Council Chairperson. Please see the attached nomination report for details on the nominees' qualifications.

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 associated with these reappointments.



Water System Advisory Council Appointee Nomination Report

Date: 5/22/2026

RECOMMENDATION

The City of Kalamazoo Water System Advisory Council recommends the City Commission approve the following:

- The reappointment of Thomas Wheat for a full term expiring December 31, 2027
- The reappointment of Lucas Pols for a full term expiring December 31, 2027
- The reappointment of Michael Evans for a full term expiring December 31, 2028
- The reappointment of Terrell Cole for a full term expiring December 31, 2028

Selection Process

Applicants Considered:

It is recommended that the City Commission approve the following reappointments to the Water Advisory Council: Thomas Wheat, P.E., Lucas Pols, Terrell Cole, Michael Evans

Interview Process and Final Recommendation:

In 2018 The State of Michigan revised the Lead and Copper Rule (LCR) which included the creation of both state-level and utility-level water advisory councils. Water suppliers and water systems with more than 50,000 customers were required to create a Water Advisory Council. The goal of the advisory council is to advise the utility on communications related to lead in drinking water as well as other drinking water quality issues.



Water System Advisory Council Appointee Nomination Report

Date: 5/22/2026

Appointee Name: Thomas Wheat

Nominee Qualifications for Reappointment

Training, Experience, Education and Skills:

As these are re-appointments all member applications were previously vetted

Contribution to Diversity:

Gender: Unknown

Race: Unknown

Ethnicity: Unknown

Age Range: Unknown

Additional Contribution to Diversity:

Policy and Position Compliance

Dual Board Memberships:

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

Term Limits:

This will be the first full term for Thomas Wheat. They would be eligible to serve one additional full term after this term. Their term will end on 12/31/2027.

Position Requirements (if any) for this Board Position:

Each member serves the community to which they live and were a valuable asset to the formation of this board. As we continue to share information on water quality and ways to share that information with the public this group will become even more valuable to the utility as a whole.

Nomination Rationale:

Each member represents a specific group within the Department of Public Services consumer group. this includes members from public health, municipal government, community resources and community at large. It is recommended that the City Commission approve the reappointment to the Water Advisory Council.



Water System Advisory Council Appointee Nomination Report

Date: 5/22/2026

Appointee Name: Lucas Pols

Nominee Qualifications for Reappointment

Training, Experience, Education and Skills:

As these are re-appointments all member applications were previously vetted.

Contribution to Diversity:

Gender: Unknown

Race: Unknown

Ethnicity: Unknown

Age Range: Unknown

Additional Contribution to Diversity:

Policy and Position Compliance

Dual Board Memberships:

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

Term Limits:

This will be the first full term for Lucas Pols. They would be eligible to serve one additional full term after this term. Their term will end on 12/31/2027.

Position Requirements (if any) for this Board Position:

Each member serves the community to which they live and were a valuable asset to the formation of this board. As we continue to share information on water quality and ways to share that information with the public this group will become even more valuable to the utility as a whole.

Nomination Rationale:

Each member represents a specific group within the Department of Public Services consumer group. this includes members from public health, municipal government, community resources and community at large. It is recommended that the City Commission approve the reappointment to the Water Advisory Council.



Water System Advisory Council Appointee Nomination Report

Date: 5/22/2026

Appointee Name: Michael Evans

Nominee Qualifications for Reappointment

Training, Experience, Education and Skills:

As these are re-appointments all member applications were previously vetted

Contribution to Diversity:

Gender: Male

Race: Black or African American

Ethnicity: Non-Hispanic or Latinx

Age Range: 55-64

Additional Contribution to Diversity:

Policy and Position Compliance

Dual Board Memberships:

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

Term Limits:

This will be the first full term for Michael Evans. They would be eligible to serve one additional full term after this term. Their term will end on 12/31/2028.

Position Requirements (if any) for this Board Position:

Each member serves the community to which they live and were a valuable asset to the formation of this board. As we continue to share information on water quality and ways to share that information with the public this group will become even more valuable to the utility as a whole.

Nomination Rationale:

Each member represents a specific group within the Department of Public Services consumer group. this includes members from public health, municipal government, community resources and community at large. It is recommended that the City Commission approve the reappointment to the Water Advisory Council.



Water System Advisory Council Appointee Nomination Report

Date: 5/22/2026

Appointee Name: Terrell Cole

Nominee Qualifications for Reappointment

Training, Experience, Education and Skills:

As these are re-appointments all member applications were previously vetted.

Contribution to Diversity:

Gender: Male

Race: Black or African American

Ethnicity: Unknown

Age Range: 45-54

Additional Contribution to Diversity:

Policy and Position Compliance

Dual Board Memberships:

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

Term Limits:

This will be the first full term for Terrell Cole. They would be eligible to serve one additional full term after this term. Their term will end on 12/31/2028.

Position Requirements (if any) for this Board Position:

Each member serves the community to which they live and were a valuable asset to the formation of this board. As we continue to share information on water quality and ways to share that information with the public this group will become even more valuable to the utility as a whole.

Nomination Rationale:

Each member represents a specific group within the Department of Public Services consumer group. this includes members from public health, municipal government, community resources and community at large. It is recommended that the City Commission approve the reappointment to the Water Advisory Council.



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **G.8.**

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: Ethan Ray, Civil Engineer I – Wastewater Division

DATE: June 1, 2026

SUBJECT: 802 Wheaton Ave. Utility Easement

RECOMMENDATION:

It is recommended that City Commission approve and accept the easement with NEWTON EQUITY LLC, for upcoming construction of Public Sewer Main as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

Construction of new sanitary sewer main on Newton Ct. is part of an upcoming phase of the Contract 77A – Newton Ct., Fellows Ave., and John St. Utilities Improvement Project. As all public sanitary sewer mains are required to be in a dedicated easement, or public right-of-way, NEWTON EQUITY LLC, in collaboration with Jones and Henry Engineers LTD, and the City of Kalamazoo 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 City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$10.00 for consideration of the grant of this easement as this project is a capital improvement project.

Description	Account	Project #	Dollar Amount
Newton Ct. Sanitary Sewer Improvements		wwr0200066-04-988.000	\$10.00

UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT") dated 5/4/26, 2026 between NEWTON EQUITY LLC, A Michigan limited liability company, whose address is 9340 East Shore Drive, Portage, Michigan, 49002 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at parcel ID 06-21-404-007 in the City of Kalamazoo, Kalamazoo County, Michigan, whose address is 802 Wheaton Avenue, Kalamazoo, Michigan, 49008 which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the City's covenants, representations and warranties set forth herein, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in the attached Exhibit B ("Easement Area").
- 2. Purpose of the Easement. The City (and its contractors and agents acting on its behalf, and only such third-party utility providers as have executed the separate license described in the Purpose section) shall use the Easement Area for the purpose of constructing, operating, maintaining, repairing, improving or replacing sewer pipelines, connections, manholes, structures, and all other components of the public wastewater system ("Utility Activities").

3. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary, through the Property, upon not less than forty-eight (48) hours' prior written notice to Grantor (except in the case of emergency, in which case the City shall provide notice as soon as reasonably practicable), in order to carry out the Utility Activities, subject to the following conditions:
- a) Perform the Utility Activities without cost to Grantor, during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday (except in cases of emergency), and in such a manner as not to unreasonably interfere with Grantor's use of or the business operations conducted on the Property.
 - b) Restore, at the City's sole cost and expense, the Easement Area and any other portion of the Property disturbed by Utility Activities to the same or better condition as existed immediately prior to such activities. Restoration shall include, without limitation, re-grading; seeding and sodding of lawn; replacement of disturbed landscaping (including trees and shrubs of comparable species, size, and maturity); restoration of irrigation systems; replacement of pavement, curbs, driveways, and sidewalks in kind; repair or replacement of fencing and signage; and restoration of private utility service connections. Restoration shall be substantially completed within sixty (60) days following completion of the Utility Activities, weather permitting, and in no event later than the next growing season for vegetative work.
 - c) The City will plant nine arborvitae trees six feet on center, located 2.5 feet west of the eastern edge of the easement. No trees will be planted in the south twenty-five feet of the easement in order to maintain a proper sight distance to Wheaton Avenue. The City will install a 6' high opaque wooden fence around the dumpster pad. The City shall have the right to remove the arborvitae trees and the wooden fence due to needed utility operations maintenance and/or repair, and shall restore or replace such trees and fence at the City's expense upon completion of such utility operations maintenance and/or repair. The Grantor shall maintain the trees and fence, except to the extent damaged or removed by the City.
 - d) Exercise reasonable care to protect any fixed structures, landscaping, and other improvements on the Property during the performance of Utility Activities.
 - e) Grantor agrees not to construct any buildings or permanent structures on or within the Permanent Utility Easement Area unless prior written approval is given by the City for a particular building or structure City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall respond to any written request for approval within thirty (30) days, and failure to respond within such period shall be deemed an approval. Notwithstanding the foregoing, Grantor may construct and maintain, without City approval, surface improvements including parking areas, driveways, curbs, sidewalks, fences, landscaping, irrigation, signage, and service utility connections, provided such improvements do not materially interfere with the Utility Activities.

4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the City's rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. City Representations. The City represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; (b) the individual executing this Agreement on its behalf is duly authorized by the City Commission or other governing body; (c) the Utility Activities shall be performed in accordance with all applicable federal, state, and local laws, ordinances, and regulations; and (d) the Utility Activities shall not be expanded beyond the Easement Area without Grantor's prior written consent.
6. Grantor Representations. The Grantor represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; and (b) the individual executing this Agreement on its behalf is duly authorized by Grantor's members or managers in accordance with Grantor's operating agreement and applicable law.
7. Notice. Except in the case of a bona fide emergency affecting life, safety, property, or continuity of utility service, the City shall provide Grantor with not less than fourteen (14) days' prior written notice of any entry upon the Easement Area for Utility Activities. Such notice shall describe the scope, anticipated schedule and duration, and location of the work. In the case of an emergency, the City shall provide telephonic notice contemporaneously with entry, if reasonably practicable, and shall provide written notice within three (3) business days after the emergency response.
8. Abandonment and Reversion. If the City ceases to use the Easement Area for the Utility Activities for a continuous period of twenty-four (24) months, or if the City records a written notice of abandonment, the easement granted herein shall automatically terminate and all right, title, and interest in the Easement Area shall revert to Grantor, its successors and assigns, without further action by any party. Upon Grantor's written request, the City shall promptly execute, acknowledge, and deliver a recordable release of easement to evidence such termination, and the failure or refusal to do so within thirty (30) days of request shall entitle Grantor to record a unilateral notice of termination.
9. No Assignment to Third Parties. The City shall not assign, sublease, license, or otherwise transfer its rights under this Agreement to any private entity or third-party utility provider without Grantor's prior written consent, which may be conditioned upon the third party's written assumption of all obligations of the City under this Agreement. Nothing in this section prohibits the City from engaging contractors to perform Utility Activities on its behalf.

10. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Grantor, and Grantor's members, managers, officers, employees, agents, successors, and assigns, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation and enforcement, arising out of or relating to (a) the City's or its contractors', agents', invitees', licensees', or permitted utility providers' entry upon or use of the Easement Area or the Property, (b) the performance of any Utility Activities, or (c) any act or omission of the City or any of its contractors, agents, invitees, licensees, or permitted utility providers in connection with this Agreement; provided, however, that the City shall not be obligated to indemnify Grantor to the extent any such claim, damage, loss, liability, cost, or expense is finally determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of Grantor. The obligations of the City under this Section shall survive completion of the Utility Activities and any termination or expiration of this Agreement.
11. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
12. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by all parties.
13. Governing Law. This Agreement is governed under applicable Michigan law. All parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
14. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

NEWTON EQUITY LLC

By: David Mareschke

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on MAY 4,
2026, by DAVID MARESCHKE, on behalf of the Grantor.

Alexandra Barker Dyserl, Alexandra Barker Dyserl
Notary Public
Acting in Kalamazoo County, Michigan
My commission expires: 1/12/2029

CITY OF KALAMAZOO

By: _____

Malcolm Hankins

Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____,
20__ by Malcolm Hankins for and on behalf of the Grantee, the City of Kalamazoo, its
City Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

EXHIBIT A
Property

50904 WHEATON'S ADDITION; The South 80ft of Lot 42, excluding the West 36ft. The South 80ft of the West 38ft of Lot 40. The North 22ft of the South 102ft of the East 30ft of Lot 42. The West 18.5ft of the North 22ft of the South 102ft of Lot 40. (extra 17.5ft immediately East of above described 18.5ft in Newton's Court on deeds)

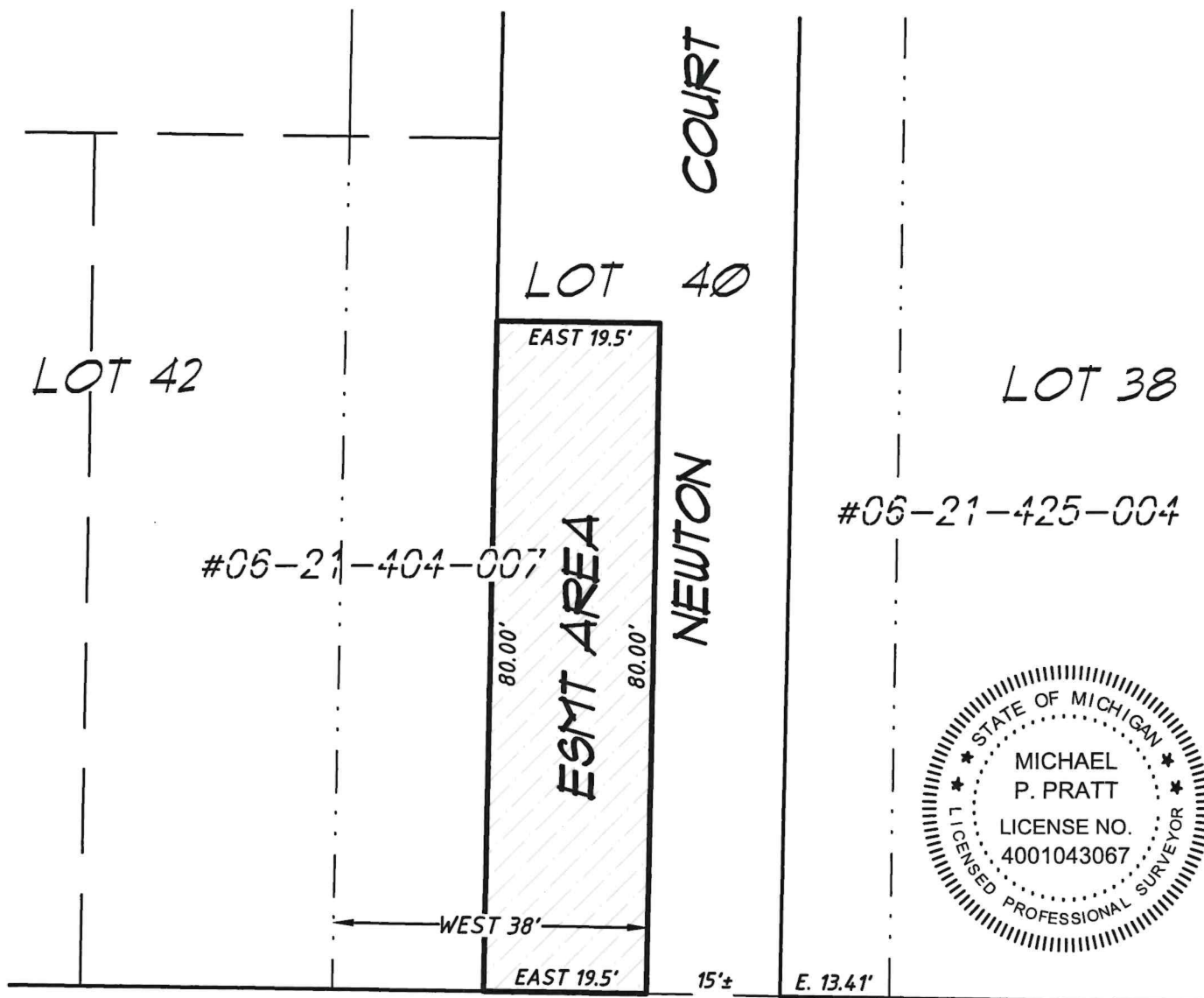
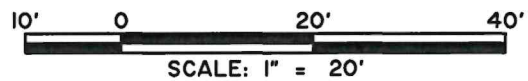
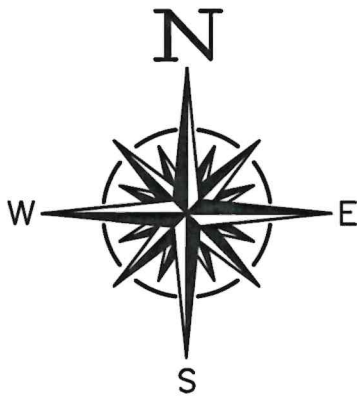
The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property Address: 802 Wheaton Avenue, Kalamazoo, Michigan 49008

Tax Parcel No.: 06-21-404-007

EXHIBIT B
Easement Area

EXHIBIT B



WHEATON AVENUE

AN EASEMENT FOR UTILITIES DESCRIBED AS: THE EAST 19.5' OF THE WEST 38.00 FEET OF THE SOUTH 80 FEET OF LOT 40 OF "WHEATONS ADDITION TO THE VILLAGE OF VILLAGE OF KALAMAZOO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KALAMAZOO COUNTY, MICHIGAN.

Revised:

www.cls-bc.com



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Ethan Ray, Civil Engineer I – Wastewater Division

DATE: June 1, 2026

SUBJECT: 1005 Newton Ct Utility Easement

RECOMMENDATION:

It is recommended that City Commission approve and accept the easement with NEWTON EQUITY LLC, for upcoming construction of Public Sewer Main as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

Construction of new sanitary sewer main on Newton Ct. is part of an upcoming phase of the Contract 77A – Newton Ct., Fellows Ave., and John St. Utilities Improvement Project. As all public sanitary sewer mains are required to be in a dedicated easement, or public right-of-way, NEWTON EQUITY LLC, in collaboration with Jones and Henry Engineers LTD, and the City of Kalamazoo 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 City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$10.00 for consideration of the grant of this easement as this project is a capital improvement project.

Description	Account	Project #	Dollar Amount
Newton Ct. Sanitary Sewer Improvements		wwr0200066-04-988.000	\$10.00

UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT") dated MAY 4, 2026 between NEWTON EQUITY LLC, A Michigan limited liability company, whose address is 9340 East Shore Drive, Portage, Michigan, 49002 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at parcel ID 06-21-425-002 in the City of Kalamazoo, Kalamazoo County, Michigan, whose address is 1005 Newton Court, Kalamazoo, Michigan, 49008 which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the City's covenants, representations and warranties set forth herein, Grantor grants and conveys to the City a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in the attached Exhibit B ("Easement Area").
- 2. Purpose of the Easement. The City (and its contractors and agents acting on its behalf, and only such third-party utility providers as have executed the separate license described in the Purpose section) shall use the Easement Area for the purpose of installing Utility Activities including private utilities for relocating, constructing, operating, maintaining, repairing, improving or replacing electric lines, power pole, guy wire, telephone, fiber optic cable TV, attached to the existing power pole ("Utility Activities").

3. Access to the Easement Area. The City and private utilities shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary, through the Property, in order to carry out the Utility Activities, subject to the following conditions:
- a) Perform the Utility Activities without cost to Grantor, during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday (except in cases of emergency), and in such a manner as not to unreasonably interfere with Grantor's use and operations conducted on the Property.
 - b) Restore, at the City's sole cost and expense, the Easement Area and any other portion of the Property disturbed by Utility Activities to the same or better condition as existed immediately prior to such activities. Restoration shall include, without limitation, re-grading; seeding and sodding of lawn; replacement of disturbed landscaping (including trees and shrubs of comparable species, size, and maturity); restoration of irrigation systems; replacement of pavement, curbs, driveways, and sidewalks in kind; repair or replacement of fencing and signage; and restoration of private utility service connections. Restoration shall be substantially completed within sixty (60) days following completion of the Utility Activities, weather permitting, and in no event later than the next growing season for vegetative work.
 - c) Exercise reasonable care to protect any fixed structures, landscaping, and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Permanent Utility Easement Area unless prior written approval is given by the City for a particular building or structure City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall respond to any written request for approval within thirty (30) days, and failure to respond within such period shall be deemed an approval. Notwithstanding the foregoing, Grantor may construct and maintain, without City approval, surface improvements including parking areas, driveways, curbs, sidewalks, fences, landscaping, irrigation, signage, and service utility connections, provided such improvements do not materially interfere with the Utility Activities.
4. Warranty. The Grantor covenants with the City that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the Utilities rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. City Representations. The City represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; (b) the individual executing this Agreement on its behalf is duly authorized by the City Commission or other governing body; (c) the Utility Activities shall be performed in accordance with all applicable federal, state, and local laws, ordinances, and regulations; and

(d) the Utility Activities shall not be expanded beyond the Easement Area without Grantor's prior written consent.

6. Grantor Representations. The Grantor represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; and (b) the individual executing this Agreement on its behalf is duly authorized by Grantor's members or managers in accordance with Grantor's operating agreement and applicable law.
7. Notice. Except in the case of a bona fide emergency affecting life, safety, property, or continuity of utility service, the City shall provide Grantor with not less than fourteen (14) days' prior written notice of any entry upon the Easement Area for Utility Activities. Such notice shall describe the scope, anticipated schedule and duration, and location of the work. In the case of an emergency, the City shall provide telephonic notice contemporaneously with entry, if reasonably practicable, and shall provide written notice within three (3) business days after the emergency response.
8. Abandonment and Reversion. If the City ceases to use the Easement Area for the Utility Activities for a continuous period of twenty-four (24) months, or if the City records a written notice of abandonment, the easement granted herein shall automatically terminate and all right, title, and interest in the Easement Area shall revert to Grantor, its successors and assigns, without further action by any party. Upon Grantor's written request, the City shall promptly execute, acknowledge, and deliver a recordable release of easement to evidence such termination, and the failure or refusal to do so within thirty (30) days of request shall entitle Grantor to record a unilateral notice of termination.
9. No Assignment to Third Parties. The City shall not assign, sublease, license, or otherwise transfer its rights under this Agreement to any private entity or third-party utility provider without Grantor's prior written consent, which may be conditioned upon the third party's written assumption of all obligations of the City under this Agreement. Nothing in this section prohibits the City from engaging contractors to perform Utility Activities on its behalf.
10. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Grantor, and Grantor's members, managers, officers, employees, agents, successors, and assigns, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation and enforcement, arising out of or relating to (a) the City's or its contractors', agents', invitees', licensees', or permitted utility providers' entry upon or use of the Easement Area or the Property, (b) the performance of any Utility Activities, or (c) any act or omission of the City or any of its contractors, agents, invitees, licensees, or permitted utility providers in connection with this Agreement; provided, however,

that the City shall not be obligated to indemnify Grantor to the extent any such claim, damage, loss, liability, cost, or expense is finally determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of Grantor. The obligations of the City under this Section shall survive completion of the Utility Activities and any termination or expiration of this Agreement.

- 11. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
- 12. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by all parties.
- 13. Governing Law. This Agreement is governed under applicable Michigan law. All parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
- 14. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a).

NEWTON EQUITY LLC

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on MAY 4, 2026, by DAVID MARSHKE, on behalf of the Grantor.

Alexandria Booker Dyser Alexandria Booker Dyser
Notary Public
Acting in Kalamazoo County, Michigan
My commission expires: 1/12/2029

CITY OF KALAMAZOO

By: _____
Malcolm Hankins
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____,
20__ by Malcolm Hankins for and on behalf of the Grantee, City of Kalamazoo, its City
Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

EXHIBIT A
Property

50888 WHEATONS ADDITION The North 30 feet of the South 170 feet of Lot 38. The North 30 feet of the East 13.41 feet of the South 170 feet of Lot 40.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property Address: 1005 Newton Court, Kalamazoo, Michigan 49008

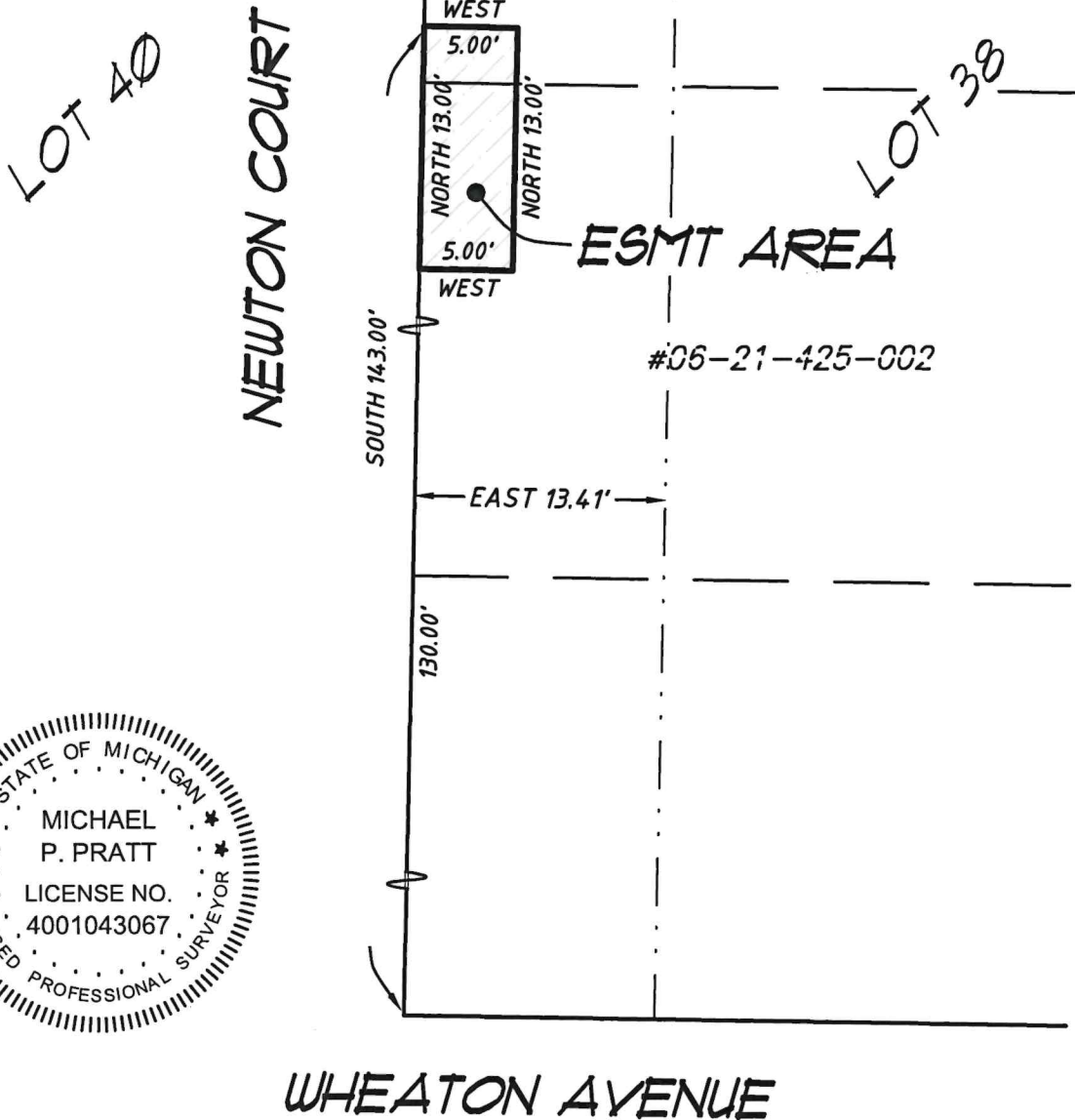
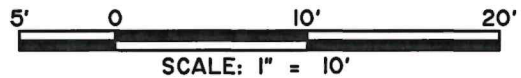
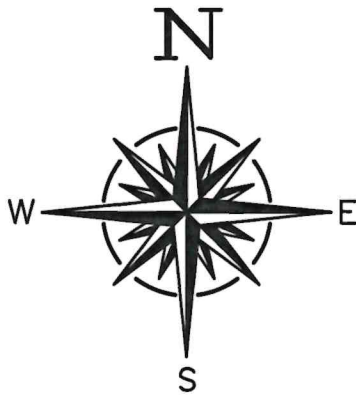
Tax Parcel No.: 06-21-425-002

EXHIBIT B
Easement Area

PROPOSED UTILITY EASEMENT

PAGE 1 OF 2

EXHIBIT B



DESCRIPTION OF PROPOSED UTILITY EASEMENT:

AN EASEMENT FOR UTILITIES DESCRIBED AS: THE NORTH 13.00 FEET OF THE SOUTH 143.00 FEET OF THE WEST 5.00 FEET OF THE EAST 13.41 FEET OF LOT 40 OF "WHEATONS ADDITION TO THE VILLAGE OF KALAMAZOO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR KALAMAZOO COUNTY, MICHIGAN.

Client: JONES & HENRY ENGINEERS

Drawn by: AJP

Job No.: 42056-2

Surveyed by:

Date: 01/12/2024

Scale: 1" = 10'

Revised:

Michael P. Pratt

MICHAEL PRATT, PS #4001043067

This drawing does not constitute a boundary survey and is made on the basis of the legal descriptions and instructions furnished to CLS. No investigation has been made for easements, encumbrances, ownership title evidence, or any other facts that may be disclosed by an accurate and current title search. Declaration is made to the original purchaser of this survey, It is not transferable to additional institutions or subsequent owners. This drawing is valid only if it contains the surveyor's original signature and embossed seal.



CRANE LAND SURVEYING, P.C.

14250 BEADLE LAKE ROAD

SUITE 130

BATTLE CREEK, MICHIGAN 49014

ph: (269) 963-7977 • fax: (269) 963-7008

www.cls-bc.com



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

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: Ethan Ray, Civil Engineer I – Wastewater Division

DATE: June 1, 2026

SUBJECT: 1009 Newton Ct Utility Easement

RECOMMENDATION:

It is recommended that City Commission approve and accept the easement with NEWTON EQUITY LLC, for upcoming construction of Public Sewer Main as part of the Contract 77A Newton Ct., Fellows Ave., and John St. Utilities Improvement Project; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND:

Construction of new sanitary sewer main on Newton Ct. is part of an upcoming phase of the Contract 77A – Newton Ct., Fellows Ave., and John St. Utilities Improvement Project. As all public sanitary sewer mains are required to be in a dedicated easement, or public right-of-way, NEWTON EQUITY LLC, in collaboration with Jones and Henry Engineers LTD, and the City of Kalamazoo 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 City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$10.00 for consideration of the grant of this easement as this project is a capital improvement project.

Description	Account	Project #	Dollar Amount
Newton Ct. Sanitary Sewer Improvements		wwr0200066-04-988.000	\$10.00

UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT ("AGREEMENT") dated 5/4/24, 2026 between NEWTON EQUITY LLC, A Michigan limited liability company, whose address is 9340 East Shore Drive, Portage, Michigan, 49002 ("Grantor") and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, ("City").

Recitals:

- A. Grantor owns a certain parcel of real estate at parcel ID 06-21-425-003 in the City of Kalamazoo, Kalamazoo County, Michigan, whose address is 1009 Newton Court, Kalamazoo, Michigan, 49008 which is more specifically described on the attached Exhibit A ("Property").
- B. The City desires to obtain an easement on, over, under, across and through a portion of the Property.
- C. Grantor agrees to grant to the City a utility easement on, over, under, across and through a portion of the Property for the purposes as set forth in this Agreement.

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

- 1. Grant of Easement. In consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the City's covenants, representations and warranties set forth herein, Grantor grants and conveys to the Utility a permanent easement and right-of-way on, over, under, across and through that portion of the Property as described in the attached Exhibit B ("Easement Area").
- 2. Purpose of the Easement. The City (and its contractors and agents acting on its behalf, and only such third-party utility providers as have executed the separate license described in the Purpose section) shall use the Easement Area for the purpose of installing Utility Activities including private utilities for relocating, constructing, operating, maintaining, repairing, improving or replacing electric lines, power pole, guy wire, telephone, fiber optic cable TV, attached to the existing power pole ("Utility Activities").

3. Access to the Easement Area. The City and private utilities shall have the right of ingress and egress to the Easement Area from the public right-of-way, and if necessary, through the Property, in order to carry out the Utility Activities, subject to the following conditions:
 - a) Perform the Utility Activities without cost to Grantor, during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday (except in cases of emergency), and in such a manner as not to unreasonably interfere with Grantor's use and operations conducted on the Property.
 - b) Restore, at the City's sole cost and expense, the Easement Area and any other portion of the Property disturbed by Utility Activities to the same or better condition as existed immediately prior to such activities. Restoration shall include, without limitation, re-grading; seeding and sodding of lawn; replacement of disturbed landscaping (including trees and shrubs of comparable species, size, and maturity); restoration of irrigation systems; replacement of pavement, curbs, driveways, and sidewalks in kind; repair or replacement of fencing and signage; and restoration of private utility service connections. Restoration shall be substantially completed within sixty (60) days following completion of the Utility Activities, weather permitting, and in no event later than the next growing season for vegetative work.
 - c) Exercise reasonable care to protect any fixed structures, landscaping, and other improvements on the Property during the performance of Utility Activities.
 - d) Grantor agrees not to construct any buildings or permanent structures on or within the Permanent Utility Easement Area unless prior written approval is given by the City for a particular building or structure.
4. Warranty. The Grantor covenants with the Utility that Grantor is lawfully seized and possessed of the Property, that such parcel is free from all encumbrances that would adversely affect the Utilities rights under this Agreement, and that Grantor will warrant and defend its title to the Property and the easement granted to the City against the lawful claims of all persons.
5. City Representations. The City represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; (b) the individual executing this Agreement on its behalf is duly authorized by the City Commission or other governing body; (c) the Utility Activities shall be performed in accordance with all applicable federal, state, and local laws, ordinances, and regulations; and (d) the Utility Activities shall not be expanded beyond the Easement Area without Grantor's prior written consent.
6. Grantor Representations. The Grantor represents and warrants that (a) it has full right, power, and authority to enter into and perform this Agreement; and (b) the individual executing this Agreement on its behalf is duly authorized by Grantor's

members or managers in accordance with Grantor's operating agreement and applicable law.

7. Notice. Except in the case of a bona fide emergency affecting life, safety, property, or continuity of utility service, the City shall provide Grantor with not less than fourteen (14) days' prior written notice of any entry upon the Easement Area for Utility Activities. Such notice shall describe the scope, anticipated schedule and duration, and location of the work. In the case of an emergency, the City shall provide telephonic notice contemporaneously with entry, if reasonably practicable, and shall provide written notice within three (3) business days after the emergency response.
8. Abandonment and Reversion. If the City ceases to use the Easement Area for the Utility Activities for a continuous period of twenty-four (24) months, or if the City records a written notice of abandonment, the easement granted herein shall automatically terminate and all right, title, and interest in the Easement Area shall revert to Grantor, its successors and assigns, without further action by any party. Upon Grantor's written request, the City shall promptly execute, acknowledge, and deliver a recordable release of easement to evidence such termination, and the failure or refusal to do so within thirty (30) days of request shall entitle Grantor to record a unilateral notice of termination.
9. No Assignment to Third Parties. The City shall not assign, sublease, license, or otherwise transfer its rights under this Agreement to any private entity or third-party utility provider without Grantor's prior written consent, which may be conditioned upon the third party's written assumption of all obligations of the City under this Agreement. Nothing in this section prohibits the City from engaging contractors to perform Utility Activities on its behalf.
10. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Grantor, and Grantor's members, managers, officers, employees, agents, successors, and assigns, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation and enforcement, arising out of or relating to (a) the City's or its contractors', agents', invitees', licensees', or permitted utility providers' entry upon or use of the Easement Area or the Property, (b) the performance of any Utility Activities, or (c) any act or omission of the City or any of its contractors, agents, invitees, licensees, or permitted utility providers in connection with this Agreement; provided, however, that the City shall not be obligated to indemnify Grantor to the extent any such claim, damage, loss, liability, cost, or expense is finally determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of Grantor. The obligations of the City under this Section shall survive completion of the Utility Activities and any termination or expiration of this Agreement.

- 11. Authority of Representatives. The parties represent and warrant to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by members or governing body of that party.
- 12. Binding Effect. This Easement Agreement shall bind the parties, and their successors and assigns. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
- 13. Amendment. This Easement Agreement shall not be amended or modified except in writing signed by all parties.
- 14. Governing Law. This Agreement is governed under applicable Michigan law. All parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
- 15. Exemption from Transfer Tax. This easement is exempt from transfer tax pursuant to MCL 207.505(5)(a) and MCL 207.526(6)(a). *[If consideration is actually paid, transfer taxes will be assessed based on the amount paid under both MCL 207.505 & 526]*

NEWTON EQUITY LLC
By: *David Marschke*

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on May 4, 2026, by DAVID MARSCHE, on behalf of the Grantor.

Alexandria Booker Dyser *Alexandria Booker*
Notary Public
Acting in Kalamazoo County, Michigan
My commission expires: 1/12/2029

CITY OF KALAMAZOO

By: _____
Malcolm Hankins
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me on _____,
20__ by Malcom Hankins for and on behalf of the Grantee, City of Kalamazoo, its City
Manager.

Notary Public
Kalamazoo County, Michigan
My commission expires: _____

Exhibit A
Property

50886 WHEATONS ADDITION The North 38 feet of the South 140 feet of Lot 38. The East 13.41 feet of the North 38 feet of the South 140 feet of Lot 40.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

Property Address: 1009 Newton Court, Kalamazoo, Michigan 49008

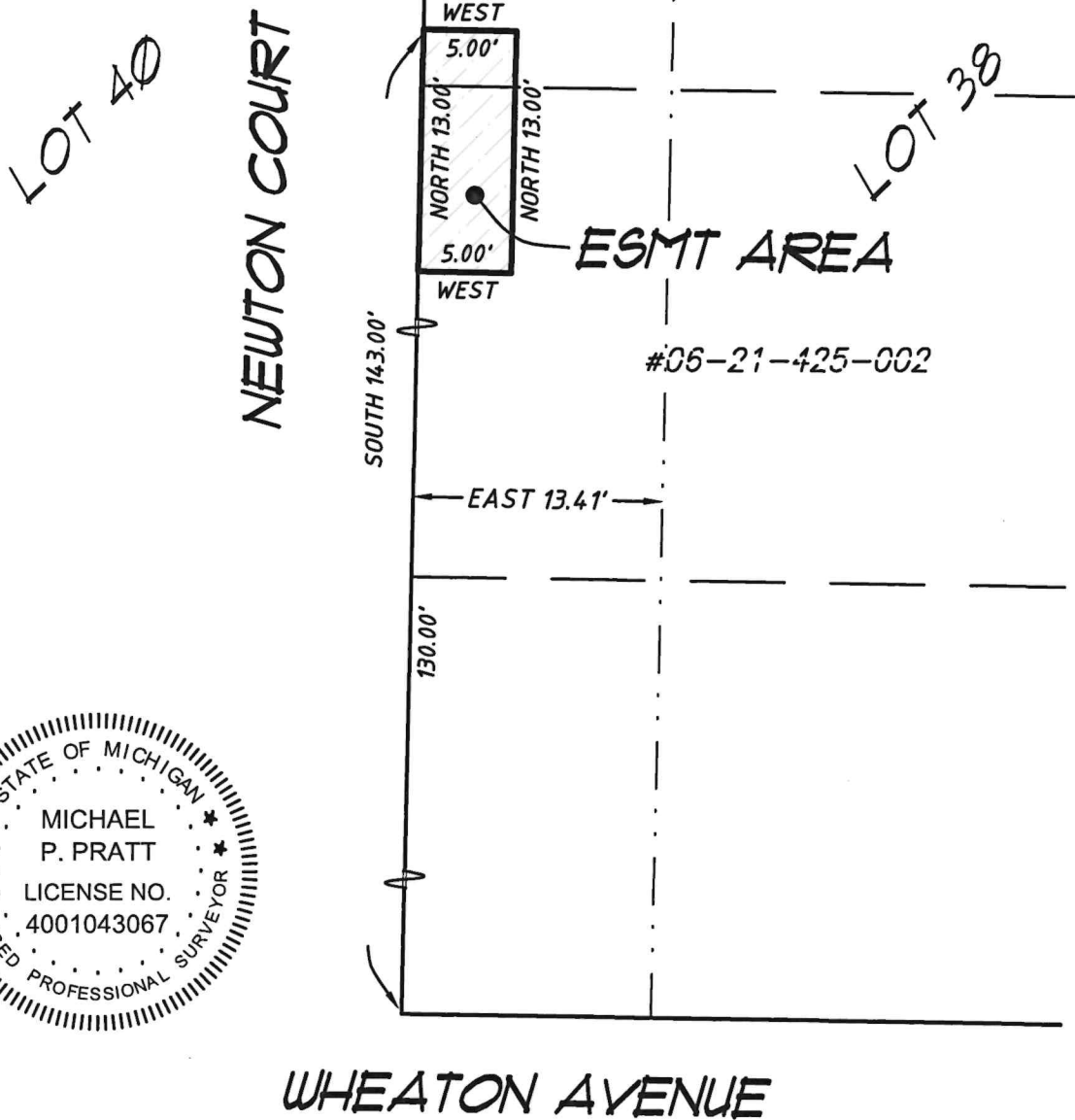
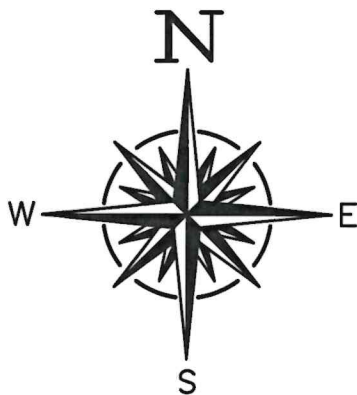
Tax Parcel No.: 06-21-425-003

EXHIBIT B
Easement

PROPOSED UTILITY EASEMENT

PAGE 1 OF 2

EXHIBIT B



DESCRIPTION OF PROPOSED UTILITY EASEMENT:

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Client: JONES & HENRY ENGINEERS

Drawn by: AJP

Surveyed by:

Scale: 1" = 10'

Job No.: 42056-2

Date: 01/12/2024

Revised:

Michael P. Pratt

MICHAEL PRATT, PS #4001043067

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CRANE LAND SURVEYING, P.C.

14250 BEADLE LAKE ROAD
SUITE 130

BATTLE CREEK, MICHIGAN 49014

ph: (269) 963-7977 • fax: (269) 963-7008

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Roll Call

The Kalamazoo City Commission met as a Committee of the Whole on Monday, May 18, 2026 at 5:00 p.m. in the City Commission Chambers at City Hall.

COMMISSIONERS PRESENT:

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

COMMISSIONERS ABSENT:

None

Also present were City Manager Malcolm Hankins, City Attorney Aaron Leal, and City Clerk Scott Borling.

Public Comments

Public Comments

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

Special Agenda Item

Closed Session

Commissioner Slaby, seconded by Vice Mayor Duncan, moved that the City Commission go into closed session to discuss pending litigation and an attorney-client privileged communication.

Prior to a vote on the motion, Mayor Anderson indicated the City Commission would not be returning to open session following the closed session.

With a roll call vote this motion passed 7-0.

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

NAYS: None

Adjournment

The meeting adjourned at 5:02 p.m.

Scott A. Borling
City Clerk

Approved by the City Commission on: _____

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Roll Call

A regular meeting of the Kalamazoo City Commission was held on Monday, May 18, 2026 at 7:03 p.m. in the City Commission Chambers at City Hall.

COMMISSIONERS PRESENT:

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

COMMISSIONERS ABSENT:

None

Also present were City Manager Malcolm Hankins, City Attorney Aaron Leal, and City Clerk Scott Borling.

Opening Ceremony

Invocation/Pledge

The invocation, given by Reverend Mary Austin, First Congregational Church, was followed by the Pledge of Allegiance.

Proclamations
2026-20-01

Commissioner Wilson proclaimed June 5, 2026 *National Gun Violence Awareness Day*. Rick Omilian from Moms Demand Action received the proclamation.

2026-20-02

Commissioner Slaby proclaimed May 18-22, 2026 *Department of Public Services Week 2026*. Public Services Director James Baker received the proclamation.

Formal Adoption of the Agenda

Adoption of the Agenda

By unanimous consent the City Commission adopted its meeting agenda with the following changes:

Commissioner Praedel requested that Item G-13, changes in the street lighting contract with Consumers Energy at 825 Porter Street, and Item G-14, changes in the street lighting contract with Consumers Energy at 440 North Church Street, be moved to the Regular Agenda.

Commissioner Slaby requested that Item G-16, a resolution establishing a Social District within the Northside Cultural Business District, be moved to Regular Agenda.

Vice Mayor Duncan requested that Item G-8, the appointment of Aaron Powers as City Assessor and a three-year contract extension with Wayne County Appraisal, LLC d/b/a WCA Assessing for City Assessor and Assessor of Record services, be moved to the Regular Agenda.

2026-20-03
2026-20-04

City Manager Hankins requested that Item K-1, amendments to the Marihuana Social Equity Policy, and Item H-3, a contract extension with Wayne County Appraisal, LLC d/b/a WCA Assessing for assessing services, be removed from the agenda.

City Attorney Leal requested that approval of a settlement agreement in the lawsuit Rashard Armstrong v. City of Kalamazoo, et al. be added to the Regular Agenda.

Mayor Anderson noted Items G-8 and H-3 were both related to assessing services, and he suggested Item G-8 be handled the same way as H-3 and be removed from the agenda. There were no objections.

Public Comments

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

Diop Harris, non-resident, regarding his candidacy for US Representative from the 4th Congressional District.

Carl Rizzuto, City resident and owner of Papa's Italian Sausage, expressing support for a Social District within the Northside Cultural Business District.

Mattie Jordan-Woods, City resident and Chair of the Northside Cultural Business District Authority (NCBDA) Board, expressing support for a Social District within the Northside Cultural Business District.

Tina McClinton, City resident, regarding flooding in her neighborhood.

Emma Baidy, City resident, regarding the need for speed bumps in the Edison Neighborhood.

Kevin Kamps, City resident and Executive Director of Don't Waste Michigan, regarding the restart of the Palisades Nuclear Power Plant.

Iris Potter, non-resident and founder of Michigan Safe Energy Future, Kalamazoo Chapter, regarding the restart of Palisades Nuclear Power Plant.

Public Hearing

At 7:43 p.m. Mayor Anderson opened a public hearing to receive comments on a resolution establishing the Zone 32 Neighborhood Enterprise Zone (NEZ) district at 825 Porter Street and 810 North Pitcher Street in the Northside Neighborhood.

Jamauri Bogan, CEO of Bogan Developments, and Assistant City Planner Bobby Durkee delivered a presentation entitled *Zone 32 Phase II: Presentation to the Kalamazoo City Commission, May 2026*. A copy of the slides from this presentation was filed with the papers for this meeting.

Commissioner Questions:

Following the presentation, Mr. Bogan and City Planner Durkee responded to Commissioner questions regarding the status of the other project incentives, whether the street improvements would include new water or wastewater infrastructure, the number of units for people at 40% of Area Median Income (AMI), the mixed use aspect of the development, whether the project was within the Northside Cultural Business District (NCBD), whether the retail space was under lease, the reason for a 5-year sunset on the NEZ district, whether NEZ Incentives were used for the Zone 1 project, and the certificate term the developer would be seeking for this project.

2026-20-05

Public Comments

Public Hearing

2026-20-06Public Hearing re: the
Establishment of the
Zone 32 NEZ District

2026-20-06

Public Hearing re: the
Establishment of the
Zone 32 NEZ District
(cont'd)

Public Comments:

Mattie Jordan-Woods, City resident, regarding taxes paid by residents of the Northside Neighborhood.

Tobi Hanah-Davies, City resident, expressing support and asking questions about infrastructure and the Zone 32 development.

Mayor Anderson announced no action was being taken at this time.

At 8:04 p.m. Mayor Anderson closed the public hearing.

Consent Agenda

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:

2026-20-07

- approval of a one-year sole source contract renewal with OpenGov, Inc. for the OpenGov suite of software in the amount of \$123,800.99.

2026-20-08

- approval of a professional service agreement with Northern Pump & Well Company for well rehabilitations in the amount of \$128,431.

2026-20-09

- approval of a contract with Republic Services for the removal of waste and recyclable materials at various City properties in the amount of \$136,578.48.

2026-20-10

- approval of a contract supplemental and change order with Feyen-Zylstra, LLC to supply, install, and relocate two new sanitary pumps at the Woods Lake Lift Station in the amount of \$252,381.

2026-20-11

- approval of a purchase from Trace3 through the MiDeal cooperative purchasing program for Cisco switches as part of hardware lifecycle replacement in the amount of \$268,831.18.

2026-20-12

- approval of a contract extension with UNIQUE Paving Materials Corp. for asphalt patching materials in the amount of \$293,000.

2026-20-13

- approval of a contract with L.D. Docsa Associates, Inc. for labor and materials to install launder covers on Secondary Clarifiers No. 5 through No. 8 at the Kalamazoo Water Reclamation Plant in the amount of \$406,177.

2026-20-14

- approval of a purchase with MacQueen Equipment LLC through the Sourcewell cooperative purchasing program for a combination sewer cleaner in the amount of \$593,958.76.

2026-20-15

Resolution 26-24

- adoption of a **RESOLUTION** confirming the 2026 Assessment Roll.

2026-20-16

Resolution 26-25

- adoption of a **RESOLUTION** approving a request from the Downtown Development Authority to levy a tax rate of 1.9638 mills.

2026-20-17

Resolution 26-26

- adoption of a **RESOLUTION** approving a contract with the Michigan Department of Transportation for the resurfacing of Parkview Avenue from Drake Road to Tamsin Avenue in the amount of \$351,900.

- adoption of a RESOLUTION recommending approval of an Off-Premises Tasting Room Permit for One Well Brewing, located at 4213 Portage St.
- approval of a six-month extension of the City Manager's housing allowance in accordance with the terms of the City Manager Employment Agreement.
- approval of a Memorandum of Understanding with the Kalamazoo Regional Educational Service Agency / Career Connect for the summer youth employment and training program in the amount of \$416,000.
- approval of the minutes from the City Commission meetings on May 11, 2026.

2026-20-18
Resolution 26-27

2026-20-19

2026-20-20

2026-20-21

Commissioner Hess, seconded by Commissioner Praedel, 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 7-0.

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

NAYS: None

Regular Agenda

City Manager Hankins introduced for consideration the purchase of Parcel No. 07-27-280-012 in Comstock Township in the amount of \$57,000.

At approximately 8:09 p.m. Mayor Anderson left the meeting. Vice Mayor Duncan assumed the chair.

Public Comments: none

Commissioner Hoffman, seconded by Commissioner Slaby, moved to approve a purchase agreement with Stephen and Linda French for the purchase of Parcel No. 07-27-280-012 in Comstock Township in the amount of \$57,000.

With a roll call vote this motion passed 6-0 with one member absent.

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

NAYS: None

ABSENT: Mayor Anderson

City Manager Hankins introduced for consideration a contract extension with J & H Oil Company for gasoline, diesel, and biodiesel fuel.

Public Comments: none

Commissioner Questions: none

Regular Agenda

2026-20-22
Purchase of Parcel No.
07-27-280-012 in
Comstock Township

2026-20-23
Contract Extension for
Various Fuels with
J & H Oil Company

2026-20-23

Contract Extension for
Various Fuels with
J & H Oil Company
(cont'd)

Commissioner Slaby, seconded by Commissioner Hoffman, moved to approve a contract extension with J & H Oil Company for gasoline, diesel, and biodiesel fuel in an amount not to exceed \$1,200,000.

With a roll call vote this motion passed 6-0 with one member absent.

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

NAYS: None

ABSENT: Mayor Anderson

2026-20-24

Contract Extension for
Asphalt Paving
Materials with Rieth-
Riley Construction Co.

City Manager Hankins introduced for consideration a contract extension with Rieth-Riley Construction Co. for asphalt paving materials.

Public Comments: none

Commissioner Slaby, seconded by Commissioner Praedel, moved to approve a contract extension with Rieth-Riley Construction Co. for asphalt paving materials in the amount of \$1,635,400.

With a roll call vote this motion passed 6-0 with one member absent.

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

NAYS: None

ABSENT: Mayor Anderson

2026-20-25

Resolution 26-28 re:
Street Lighting Contract
Changes at 825 Porter
Street

City Manager Hankins introduced for consideration a resolution approving changes in the street lighting contract with Consumers Energy at 825 Porter Street

Public Comments: none

Commissioner Hess, seconded by Commissioner Praedel, moved to adopt a **RESOLUTION** approving changes in the street lighting contract with Consumers Energy at 825 Porter Street.

Commissioner Questions:

Director Baker responded to Commissioner questions regarding the reasons for removing streetlights on Porter and North Church Street, the party responsible for infrastructure improvements around the Zone 32 project, the process for submitting streetlight change orders to Consumers Energy, and whether it was necessary for streetlight changes to come to the Commission as multiple agenda items.

At 8:14 p.m. Mayor Anderson returned to the meeting.

With a roll call vote this motion passed 7-0.

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

NAYS: None

Mayor Anderson assumed the chair.

City Manager Hankins introduced for consideration a resolution approving changes in the street lighting contract with Consumers Energy at 440 North Church Street.

Commissioner Questions: none

Public Comments: none

Commissioner Slaby, seconded by Vice Mayor Duncan, moved to adopt a **RESOLUTION** approving changes in the street lighting contract with Consumers Energy at 440 North Church Street.

With a roll call vote this motion passed 7-0.

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

NAYS: None

City Manager Hankins introduced for consideration a resolution establishing a Social District within the Northside Cultural Business District (NCBD).

Commissioner Questions:

Shared Prosperity Coordinator Kevin Ford and Community Planning and Economic Development Director Antonio Mitchell responded to Commissioner questions regarding the purpose, function, and benefits of Social Districts, the history of the existing downtown Social District, and the recommendation to create a new Social District within the NCBD rather than expand the existing downtown Social District.

Public Comments:

Mattie Jordan-Woods, City resident and Chair of the NCBDA Board, expressed support.

Jeff Messer, City resident, regarding the availability of liquor licenses for businesses within the NCBD.

Commissioner Slaby, seconded by Vice Mayor Duncan, moved to adopt a **RESOLUTION** establishing a Social District within the Northside Cultural Business District.

With a roll call vote this motion passed 7-0.

2026-20-25

Resolution 26-28 re:
Street Lighting Contract
Changes at 825 Porter
Street (cont'd)

2026-20-26

Resolution 26-29 re:
Street Lighting Contract
Changes at 440 North
Church Street

2026-20-27

Resolution 26-30 re: the
Creation of a Social
District and Commons
Area within the NCBD

Settlement Agreement
in the Lawsuit Rashard
Armstrong v. City of
Kalamazoo et al.

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

NAYS: None

City Attorney Leal introduced for consideration a settlement agreement in the
lawsuit Rashard Armstrong v. City of Kalamazoo, et al.

Commissioner Questions: none

Public Comments: none

Commissioner Hoffman, seconded by Commissioner Slaby, moved to accept and
approve the proposed settlement agreement in the Rashard Armstrong v. City of
Kalamazoo, et al. lawsuit based on the advice of outside litigation counsel as
discussed in closed session.

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

NAYS: None

Reports and Legislation

2026-20-28
City Manager's Report

A written City Manager's Report was provided for Commissioners at the dais.

Commissioner Comments

Commissioner
Comments

Commissioner Wilson invited people to an event on May 19th at the Northside
Association for Community Development for residents to share their concerns and
experiences with flooding in the neighborhood.

Commissioner Praedel acknowledged Director Mitchell's upcoming retirement
and spoke about the need for more streetlights in residential areas.

Commissioner Hess commented on the Mayors' Bike Ride, Public Services
Department Week, and Karlyn Crowley, the new President of Kalamazoo College.

Mayor Anderson offered remarks on the Mayors' Bike Ride, the condition of City
streets, a regional women's conference at Progressive Deliverance Ministries, the
ribbon cutting at Open Roads' new location in the Edison Neighborhood, and the
good work being done by residents all over the City.

Adjournment

Adjournment

The meeting adjourned at 8:51 p.m.

Scott A. Borling
City Clerk

Approved by the City Commission on: _____

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City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **H.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: Anna C. Crandall, PE, Assistant City Engineer – Water Resources

DATE: June 1, 2026

SUBJECT: Approval of a contract with Ferguson Waterworks for the Annual Purchase of Miscellaneous Water Inventory (Bid Ref# 65981-008.0.1)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract with Ferguson Waterworks for the purchase of miscellaneous water inventory in the total amount of \$1,088,129.42.

BACKGROUND:

The City of Kalamazoo recently advertised a bid for the purchase of miscellaneous water inventory. This inventory consists of elbows, sleeves, clamps, plugs, reducers, and other parts used in combination with straight pipes to repair and construct water mains and services. Many of these materials are placed into inventory and on occasion shipped directly to the job sites. To achieve the best pricing for the City, the bid document was grouped into seven sections.

On April 30, three responsive bids were opened with Ferguson Waterworks being the low responsive bidder for sections 1, 2, 4, 5, 6, and 7. Ferguson Waterworks has performed well with supplying the City of Kalamazoo materials for inventory in the past and 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.

FISCAL IMPACT:

Funds for these inventory materials were budgeted in the 2026 Public Services Water Utility Budget. Expenses will be charged based on usage.



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **H.2.**

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

FROM: Malcolm Hankins, City Manager
Prepared by: Steve Vicenzi, CFO/Director of Management Services

DATE: June 1, 2026

SUBJECT: Approval of a Contract with Wayne County Appraisal, LLC d/b/a WCA
Assessing for Assessing and Assessor of Record Services (Bid Ref#94616-004.0)

RECOMMENDATION:

It is recommended that the City Commission approve a three-year contract with Wayne County Appraisal, LLC d/b/a WCA Assessing in the amount of \$1,855,321.92 for the duration of the contract, from June 1, 2026, through May 31, 2029.

Of this total amount, \$1,398,611.16 is for property maintenance for real property pertinent to building permits, personal property canvass, entry and analysis in the City of Kalamazoo, real property inspections and canvass based upon a ten (10) year re-inspection cycle, Board of Review assistance, clerical services, and small claims appeals performed by WCA Assessing of the three-year extension.

It is recommended that the City Commission appoint Aaron Powers as City Assessor under the provisions of Charter Section 51, Effective June 1, 2026 and approve a three-year contract with Wayne County Appraisal, LLC d/b/a WCA Assessing to provide City Assessor/Assessor of Record services in the amount of \$456,710.76 for the duration of the contract, from June 1, 2026 through May 31, 2029.

BACKGROUND:

Some of the services included in this contract include the maintenance of property records, creation of the annual assessment roll, assistance with Michigan Tax Tribunal cases, preparation and administration of annual board of review meetings. WCA assists the City with revenue budget projects and the calculation of annual Foundation for Excellence reimbursements to the City to maintain the reduced millage rate. They also administer City tax exemptions and abatements. Having a City assessor office that complete these services and meet all state guidelines is a required step to issuing annual tax bills that the City and other local units of government rely on.

On an annual basis, WCA Assessing has completed field inspections on all building permits and reviewed the assessment records on more than 10% of all parcels to comply with State guidelines that all parcels be inspected within a 7 to 10-year cycle.

Utilizing a contracted service has kept costs below what it would be anticipated to cost the City for full-time staffing. This contract has the effect of eliminating 6 full-time and 1 part-time position allocations that were in the City budget prior to 2012.

Staff estimates that a Master Michigan Assessing Offer (MMAO) would cost between \$121,000-\$154,000 annually plus fringe costs, training, and other related employee costs. Assuming a fringe rate of 35%, this provides a minimum estimated savings of \$53,200 - \$192,270 over the contract term.

Replacing the other 5.5 positions, assuming the same fringe rate, the estimated savings of \$160,000 over the contract term for the assessing services. This also assumes that additional staffing is not required compared to the 2011 budget.

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.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

Funds to cover this contract are budgeted in the General Fund Budget within the Management Services Department, Assessing Division operating expenditures.

Description	Account	Project #	Dollar Amount
2026-2027 Agreement	101-257-00.000-801.000		\$588,523.92
2027-2028 Agreement	101-257-00.000-801.000		\$617,950.20
2028-2029 Agreement	101-257-00.000-801.000		\$648,847.80

PROPOSED
ASSESSMENT CONTRACT
FOR CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN

WHEREAS, City of Kalamazoo, hereinafter called "City", with its principal offices located at 241 W South Street, Kalamazoo, Michigan, 49007, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective June 1, 2026;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2027, 2028, and 2029 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
 5. Company agrees to assisting the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract. Company agrees to advise the City's legal counsel of any known possible MTT claims and to consult with the City's legal counsel regarding settlement possibilities.
 6. City agrees that responses to the Full MTT shall be prepared by the City's legal staff. Company agrees to provide full cooperation with City's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's legal counsel of such requirement.
 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.

- Working with the City Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
 9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
 10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, pandemic or disease, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

Assessor of Record Services:

June 1, 2026 to May 31, 2027.....\$ 144,872.52 annually
June 1, 2027 to May 31, 2028.....\$ 152,116.20 annually
June 1, 2028 to May 31, 2029.....\$ 159,722.04 annually

City Property Tax Assessing Services

June 1, 2026 to May 31, 2027.....\$ 443,651.40 annually
June 1, 2027 to May 31, 2028.....\$ 465,834.00 annually
June 1, 2028 to May 31, 2029.....\$ 489,125.76 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month.

16. The City and Company agree that the term of this contract shall begin June 1, 2026, and expire May 31, 2029. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

17. The City reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the City.

18. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

19. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

20. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents. This includes the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1991 as amended; the Elliott-Larson Civil Rights Act, Act No 453, Public Act of 1976 as amended, the Michigan Handicappers Civil Rights Act, Act No 220, Public Act 1976 as

amended, City Ordinance 1856 and all other applicable State and Federal laws.

21. The City agrees the Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,
as its Member

WITNESSES:

CITY OF KALAMAZOO:

By: _____
Malcolm A. Hankins, CITY MANAGER

By: _____
Scott Borling, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 20____, Doug Shaw, doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

COUNTY OF KALAMAZOO)



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **H.3.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James J. Baker, Public Services Director and City Engineer
Prepared by: Kerry Lyn Williams, Grants Division Manager

DATE: June 1, 2026

SUBJECT: Approval of a contract with Wightman for Construction Engineering for Kalamazoo Avenue (Bid Ref#92549-005.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Wightman for Construction Engineering for Kalamazoo Avenue in the amount of \$2,139,900. (Action: Motion to Approve)

BACKGROUND:

The City of Kalamazoo successfully submitted a Reconnecting Communities Pilot (RCP) grant application to the United States Department of Transportation (US DOT) in October of 2022 and was notified of our selected award in March of 2023. The City Commission accepted this award on June 3, 2024. This grant will combine with local funds to complete construction on Kalamazoo and Michigan Avenues; these projects will

- have significant local and regional impact,
- improve safety and economic opportunities in the city,
- advance equity (correcting segregation resulting from historic redlining barriers),
- support both non-motorized and motorized transportation improvements, and
- Strengthen infrastructure resilience.

Construction of Kalamazoo Avenue is set to commence in July of 2026, with the city hiring a construction engineer contractor to ensure all work is completed in accordance with Michigan Department of Transportation, City of Kalamazoo, and Federal Highway Administration construction standards. The Michigan Department of Transportation let the construction project begin independently in May of 2026.

Five proposals were received by the deadline given in the city's publicly issued and advertised Request for Proposal process. A comprehensive project team was assembled to review and

compare the proposals using an MDOT-approved qualifications-based selection method. Two of the firms submitting proposals were subsequently interviewed. Wightman's proposal had the highest cumulative score and was selected based on its conveyed understanding of the project scope, the firm's experience, and its project delivery abilities.

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.

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.

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

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

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.

FISCAL IMPACT:

The funds required for this contract are \$2,139,900. Streets and stormwater funds are from the previously approved Reconnecting Communities Pilot (RCP) grant (subrecipient agreement with MDOT). The city has accepted \$1,651,400 of these funds for construction engineering on Kalamazoo Avenue. Remaining funds are not RCP grant-eligible and will be contributed as described in the details below. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
RCP Grant - Major Streets 2026		mst0100293	\$450,400
RCP Grant - Major Streets 2027		mst0100293	\$823,800
RCP Grant - Major Streets 2028		mst0100293	\$226,000
Water CIP - 2026		wat0500424	\$141,900
Water CIP - 2027		wat0500424	\$259,200
Water CIP - 2028		wat0500424	\$71,300
RCP Grant - Stormwater Funds - 2026		mst0100293	\$45,300

RCP Grant - Stormwater Funds - 2027	mst0100293	\$82,800
RCP Grant - Stormwater Funds - 2028	mst0100293	\$23,100
Wastewater CIP - 2026	wwr0200091	\$4,800
Wastewater CIP - 2027	wwr0200091	\$8,500
Wastewater CIP - 2028	wwr0200091	\$2,800



City Commission Agenda Report

City of Kalamazoo

Date: **6/1/2026**

Item: **H.4.**

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

FROM: Malcolm Hankins, City Manager
Reviewed by: James Baker, Director of Public Services and City Engineer
Prepared by: Kerry Lyn Williams, Grants Division Manager

DATE: June 1, 2026

SUBJECT: Approval of Michigan Department of Transportation Subrecipient Agreement for Two-Way Conversion of Kalamazoo Avenue (Bid Ref#00000-026.58)

RECOMMENDATION:

That the City Commission approve the Michigan Department of Transportation Subrecipient Agreement for Two-Way Conversion of Kalamazoo Avenue in the amount of \$16,808,308 and authorize the City Manager to sign all related documents.

BACKGROUND:

The City of Kalamazoo successfully competed for a Reconnecting Communities Pilot Grant in 2022 for the conversion of Kalamazoo and Michigan Avenues from one-way to two-way as part of the Streets for All Downtown Kalamazoo Transportation Network Redesign. The City Commission accepted this grant in 2024, serving as a subrecipient for these projects, with the Michigan Department of Transportation serving as the direct recipient of the federal grant.

This subrecipient agreement—between the City of Kalamazoo and the Michigan Department of Transportation—will govern the relationship between the two for Kalamazoo Avenue only (a subsequent subrecipient agreement will be developed for Michigan Avenue at a later date). Additional funding has been identified to support the completion of the Kalamazoo Avenue project, as the grant was submitted in 2022 and the plan, specifications, and estimates were finalized at a later date. Construction costs have increased over time.

The MDOT agreement and subsequent purchase order for \$16,808,307.49 are recommended in accordance with MDOT contract policy. The project will be invoiced over time based upon the performance of actual work completed, actual quantities of materials and pay items. Current construction cost estimates based on contractor bids are \$19,634,819.34. The project is estimated to be constructed from 2026 through 2028 with final billing and project close out likely occurring in 2029 and 2030 fiscal years. Future contract supplemental and change orders will be presented as needed in accordance with City of Kalamazoo policy.

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.

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

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

Environmental Responsibility - A green and healthy City.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The Reconnecting Communities Pilot Grant and other Federal Sources (KATS TIP) will pay for Kalamazoo Ave. Construction as detailed below—both of these amounts have been accepted by the City Commission previously. Due to inflation and final plans, specifications, and estimates, additional funding will be required for project completion and will come from the following CIP projects as identified by Public Services. The 2026 funds are available in the Major Streets and Water Capital plans now. Additional funds for 2027 and 2028 will be reflected in the 2027 CIP.

Description	Account Project #	Dollar Amount
2026 Major Streets	mst0100293	\$1,262,422.75
2026 Water	wat0500424	\$1,286,749.55
2027 Major Streets	mst0100293	\$2,458,402.20
2027 Water	wat0500424	\$2,505,775.45
2027 Wastewater	wwr0200073	\$28,620
2028 Major Streets	mst0100293	\$1,026,079.54
Reconnecting Communities Pilot Grant - Kalamazoo Ave Obligation		\$4,769,258
KATS TIP Funds - Kalamazoo Ave Obligation		\$3,471,000

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 26-

**A RESOLUTION APPROVING CONTRACT 26-5089
FOR THE TWO-WAY CONVERSION OF KALAMAZOO AVENUE**

Minutes of a regular meeting of the Kalamazoo City Commission held on June 1, 2026 at 7:00 p.m., local time, in the City Commission Chambers at City Hall, 241 W. South Street.

PRESENT, Commissioners:

ABSENT, Commissioners:

Recitals:

1. The City of Kalamazoo had determined it is advantageous and desirable to contract with the Michigan Department of Transportation (MDOT) for the following public infrastructure improvements:

PART A- FEDERAL PARTICIPATION

Hot mix asphalt reconstruction, milling and resurfacing along Kalamazoo Avenue from Douglas Street to Harrison Street, including earthwork and grading, subbase and aggregate base, storm sewer, concrete curb and gutter, sidewalk and curb ramps, shared use path, concrete structure removal, brick pavers, traffic and pedestrian signals, archeological monitoring, lighting, permanent signing and pavement markings for the conversion to two-way traffic; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Watermain, sanitary sewer and associated roadwork along the limits as described in PART A; and all together with necessary related work.

2. MDOT has designated the agreement describing the terms and conditions for this project "Contract No. 26-5089".
3. MDOT requires a certified resolution from the local jurisdiction identifying the person(s) authorized to execute their contracts.

It is Resolved:

1. Contract No. 26-5089 with the Michigan Department of Transportation is approved.

2. The following officials are authorized to execute said contract on behalf of the City of Kalamazoo:

Malcolm Hankins, City Manager

Rebekah Kik, Deputy City Manager

Laura Lam, Chief Operating Officer

The above resolution was offered by Commissioner and seconded by Commissioner.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on May 11, 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

STP, CRU, RCP

	DA
Control Section	STU 39000
Job Number	215566CON
Project	26A0398
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5089

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF KALAMAZOO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Kalamazoo, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 7, 2026, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction, milling and resurfacing along Kalamazoo Avenue from Douglas Street to Harrison Street, including earthwork and grading, subbase and aggregate base, storm sewer, concrete curb and gutter, sidewalk and curb ramps, shared use path, concrete structure removal, brick pavers, traffic and pedestrian signals, archeological monitoring, lighting, permanent signing and pavement markings for the conversion to two-way traffic; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, sanitary sewer and associated roadwork along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

09/06/90 STPLS.FOR 4/7/26

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM
RECONNECTING COMMUNITIES PILOT PROGRAM
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

09/06/90 STPLS.FOR 4/7/26

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Urban Funds in combination with Federal Surface Transportation Flex Funds, Federal Surface Transportation Discretionary Funds, Federal Carbon Reduction Program Funds and Federal Reconnecting Communities Pilot Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Carbon Reduction Program Funds shall be applied first to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$448,946 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Reconnecting Communities Pilot Program Funds shall be applied second to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$4,769,258 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Flex Funds shall be applied third to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$631,144 or (2) an amount

such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract and Federal Surface Transportation Urban Funds shall be applied last to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$2,390,910 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

09/06/90 STPLS.FOR 4/7/26

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF KALAMAZOO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
Title:

By
for Department Director MDOT

By
Title:



April 7, 2026

EXHIBIT I

CONTROL SECTION	STU 39000
JOB NUMBER	215566CON
PROJECT	26A0398

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	\$12,957,733	\$3,850,575	\$16,808,308

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$12,957,733	\$3,850,575	\$16,808,308
Less Federal Funds*	\$ 8,240,258	\$ 0	\$ 8,240,258
BALANCE (REQUESTING PARTY'S SHARE)	\$ 4,717,475	\$3,850,575	\$ 8,568,050

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

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APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.