



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, June 15, 2020

7:00 PM

Electronic Meeting

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Howard M. Robinson, Faith Temple Church of God
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC HEARINGS

1. Public Hearing to receive comments on the Program Year 2020 Action Plan and the Substantial Amendment to the 2019 Consolidated Plan and Action CDBG-CV funds in response to the COVID-19 Pandemic.

[Action: Motion to 1) accept the budget recommendations of the Community Development Act Advisory Committee (CDAAC); 2) adopt the Program Year 2020 Action Plan and the Substantial Amendment to the 2019 Consolidated Plan and Action CDBG-CV funds in response to the COVID-19 Pandemic; and 3) authorize the Director of Community Planning and Economic Development to act as the official representative of the City and to sign all required U.S. Department of Housing and Urban Development (HUD) documents.]

F. CITIZEN COMMENTS

G. CONSENT AGENDA

(Action: Motion to approve items “1-16” and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a contract with Corby Energy Services, Inc. for Sanitary Sewer Rehabilitation by Lining through Cooperative Purchase National IPA in the amount of \$600,000.
2. Approval of a one-year contract extension with GHD for environmental consulting services for the Cork St. Landfill in the amount of \$146,425.
3. Approval of a one-year contract extension with Water Solutions Unlimited for the purchase of sodium hexametaphosphate in the amount of \$139,920.
4. Approval of a one-year contract extension with Monoform, LLC for sanitary manhole sewer rehabilitation in the amount of \$396,273.40.
5. Approval of the purchase of three new Ford trucks from Gorno Ford through the MIDEAL cooperative purchasing program in the amount of \$153,132.
6. Approval of a cooperative contract with P.K. Contracting, Inc. for the annual repainting of pavement lines and specialty pavement markings in the amount of \$168,087.60.
7. Approval of a one-year contract extension and purchase order with RathCo Safety and Supply, Inc. for sign installation, maintenance, and removals in the amount of \$234,475.
8. Adoption of a RESOLUTION recognizing Skydive Broncos as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
9. Adoption of a RESOLUTION approving an Act 381 Brownfield Redevelopment Plan for the redevelopment project located at 3406 Stadium Drive.
10. Acceptance of funding from Cooper Township for drinking water contaminant remediation in the amount of \$184,854; and approval of an amendment to the Water Fund Capital Improvement budget by the same amount.

11. Acceptance of a grant by the Brownfield Redevelopment Authority in the amount of \$300,000 from the Michigan Department of Environment, Great Lakes, and Energy for a Brownfield Redevelopment Grant for the Harrison Circle Project.
12. Acceptance of funds from the 2020 Bureau of Justice Assistance Coronavirus Supplemental Funding Program in the about of \$225,950.
13. Approval of a grant agreement in the amount of \$283,000 between the City of Kalamazoo, Brownfield Redevelopment Authority, and Harrison Circle Limited Dividend Housing Association Limited Partnership.
14. Approval of a request from the Kalamazoo Growlers to publicly display fireworks at Homer Stryker Field on July 3 and 4, 2020.
15. Approval of a request from the Kalamazoo Country Club for a permit to publicly display fireworks at 1609 Whites Road on Saturday, July 4, 2020 with a rain date of Sunday, July 5th.
16. Approval of a stormwater easement agreement at Davis Creek Business Park between the City of Kalamazoo, City Brownfield Redevelopment Authority, and Harbor Farms Real Estate, LLC.

H. REGULAR AGENDA

1. Approval of the five-party Digital Access for All agreement between the City, Kalamazoo Public Schools, Kalamazoo Public Library, Kalamazoo Promise, and Kalamazoo Community Foundation for a period of June 30, 2020 to August 31, 2021; approval of an amendment to the budget to allocate \$200,000 from fund balance of the Foundation for Excellence Aspirational Fund; authorize the City Attorney to negotiate the partnership agreement; and authorize the City Manager to sign all related documents. **(Action: Motion to approve)**

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

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Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: www.kalamazoocity.org

The Kalamazoo City Commission business meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). Business meetings are also web streamed live on the City's YouTube channel at <https://goo.gl/Q6DW37>. Public Media Network rebroadcasts these meetings on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m. Recorded meetings are also available on-demand on the YouTube channel.



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **E.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Director, Community Planning and Economic Development
Prepared by: Venessa Collins-Smith, Community Development Coordinator

DATE: June 15, 2020

SUBJECT: Public Hearing and Final Approval of Plans and Budgets required by the U.S. Department of Housing and Urban Development

RECOMMENDATION:

It is recommended that the City Commission:

1. Accept the budget recommendations of the Community Development Act Advisory Committee (CDAAC) and adopt the Program Year 2020 Action Plan and the Substantial Amendment to the 2019 Consolidated Plan and Action CDBG-CV funds in response to the COVID-19 Pandemic; and
2. Authorize the Director of Community Planning and Economic Development to act as the official representative of the City and to sign all required U.S. Department of Housing and Urban Development (HUD) documents.

BACKGROUND:

Every year, HUD requires communities who receive direct funding, like the City of Kalamazoo, to develop an Action Plan explaining how funds will be used.

This will be the final public hearing in the HUD public process, which included a 30-day public comment period, a 5-Day Public Comment Period (COVID-19) and a public hearing that was held by the Community Development Advisory Committee (CDAAC) on May 28, 2020. At the conclusion of the City Commission public hearing, the approved 2020 Action Plan, amended Citizen Participation Plan, 2019 Consolidated Plan and 2019 Action Plan Substantial Amendments will be forwarded to HUD so the City may receive the CDBG-CV and 2020 annual allocation of funds.

The following information addresses the areas of the PY2019-2023 ConPlan and Action Plan amended in response to the Coronavirus Pandemic (COVID-19):

In compliance with HUD Memo, issued April 9, 2020, amendments to the approved Consolidated Plan were limited to the following sections:

- **Citizen Participation section:** amended to reflect the emergency hearings and amendment of the Citizen Participation Plan.
- **Needs Assessment narrative addition:** updated the needs assessment in anticipation that, due to the global pandemic of the coronavirus (COVID-19), basic needs are the upmost need in the community. At the time of the amendment to this plan, the most three prevalent needs were food, housing, and safety for our citizens. Agency needs are staffing, operating costs, and limited interaction with citizens due to lack of virtual platforms/access.
- **Priority Needs narrative addition:** added Economic Development as a Priority Need, in response to COVID-19, with a high priority level for Small Business Assistance throughout the city limits. Associated goals will be to ensure that small businesses of for-profit and non-profit microenterprises within city limits, are provided financial assistance to purchase supplies and materials that will assist their business in re-opening to the public and maintain clean/social distancing environments.
- **Anticipated Resources addition:** added CDBG-CV funds in the amount of \$958,737 with \$25,000 of uncommitted 2019 funds for a total of \$983,737 to be used in response to COVID-19.
- **Goals and Goal Description addition:** added, “Provide relief in response to COVID-19 Pandemic” to support 95 Small Businesses and benefiting 1,000 persons per with public services.

All grants will be evaluated using equity criteria to ensure hardest hit and underserved populations are prioritized.

Projects Additions:

Reprogrammed Funds - Local Initiatives Support Corporation (LISC) -\$ 20,000

The City is reprogramming \$20,000 of PY2019 prior year’s CDBG funding from Local Initiatives Support Corporation (LISC) to United Way of the Battle Creek and Kalamazoo Region for administrative support to the Continuum of Care. These funds may be used in response to the Coronavirus Pandemic (COVID-19).

Senior Services, Inc. – \$25,000- CDBG-CV

The City is programming \$25,000 of unallocated CDBG funding to respond to the COVID-19 pandemic by providing meals on wheels to quarantined individuals or individuals who need to maintain social distancing due to medical vulnerabilities. The purpose of the program is to deliver meals for City of Kalamazoo senior residents for up to three months. Funding will be made directly to the Senior Services, Inc., on behalf of the qualified resident. Eligible residents include those living in households with incomes at or below 80% AMI, who can provide documentation of need and the applicable impact of COVID-19. FY 2020-2021 CDBG funds already allocated to the Senior Services, will be used for home repairs.

Rental Assistance Program \$719,053 - CDBG-CV

The City of Kalamazoo will partner with United Way of Battle Creek and Kalamazoo Region and Housing Resources, Inc., to provide rental assistance funding that will complement the City's Eviction Diversion Program. The purpose of this funding is to assist qualified households that have been impacted by the COVID-19 pandemic according to United Way of Battle Creek and Kalamazoo Region, Housing Resources, Inc., HUD and the City of Kalamazoo agreed upon guidelines.

Small Business Assistance \$239,684 - CDBG-CV

The City of Kalamazoo will work with small businesses to purchase supplies and materials that will assist their business in re-opening to the public and maintaining clean, socially distant environments.

STRATEGIC VISION ALIGNMENT:

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

PY 2020 funds will support all PBB programs assigned to the Community Development Division. A primary program supported with PY 2020 and CDBG-CV funds is:

Affordable Housing

Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing. Projects are carried out by CDBG and HOME subrecipients.

Funds will also support business development carried out by Community Planning and Economic Development.

Strategic Goal Impact:



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



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



Shared Prosperity- Abundant opportunities for all people to prosper

Discussion

Funds will be used to support homelessness prevention programs, small businesses that need to adapt to the circumstances of the pandemic, and to various programs that support vibrant neighborhoods throughout the city.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

A community process was developed for both the 2019-2023 Consolidated Plan and the Assessment of Fair Housing Plan. Over 38 organizations were consulted either through one-on-one meetings or larger stakeholder events. In addition, CP&D staff met with the core neighborhood associations, typically at their annual meeting, to garner resident input. Finally, surveys were developed to reach residents, clients of service providers and their organization members. The information gathered was evaluated against the data collected, city realities, and community resources to develop a final set of draft priorities, goals, and objectives. The focus of the activities for the 2020 Action Plan is aligned with the Consolidated Plan.

CDAAC was an instrumental part of the community outreach process. A subcommittee was initially convened to help CP&D staff develop the community outreach process. The subcommittee members attended many of the neighborhood meetings and provided support in reaching out to residents to complete surveys.

CDAAC was also responsible for the review of the annual competitive grant applications that led to the draft funding recommendations for the 2020 Action Plan. CDAAC held a public hearing on May 28, 2020, to take additional public comments and make their final recommendations to the Commission.

FISCAL IMPACT:

The CDAAC recommendations provide a benefit to the City's general fund, allowing for support of City staff from CP&D, Public Safety and Parks and Recreation. All recommendations utilize the annual federal allocation received by HUD or monies generated by that allocation. Through the award of these federal dollars in the manner recommended, the City of Kalamazoo's general fund is not required to address many of the community needs supported by the City and by outside nonprofit organizations.

The administration and monitoring of the projects will be conducted by CPED. Funding for the City of Kalamazoo activities is detailed in Attachments C and C1, the PY 2020 Action Plan and PY 2019 ConPlan-Action Plan Substantial Amendments.

CITIZEN PARTICIPATION PLAN

I. INTRODUCTION

A. General

Pursuant to Section 104(a) of the Housing and Community Development Act of 1974, as amended, the City of Kalamazoo shall provide for and encourage citizen participation in federally funded programs received by the City. Particular emphasis will be placed on participation of the following groups:

- Low- or moderate-income persons,
- Persons who are residents of slum or blighted areas,
- Persons who live in low- and moderate-income neighborhoods
- Minorities and non-English speaking persons,
- Persons with disabilities, and
- Residents of assisted housing developments.

It is these individuals and groups who are the primary beneficiaries and target population of the federal programs. Residents of predominantly low and moderate income neighborhoods are those who live in Census tracts for which at least fifty-one percent (51%) of the residents have household incomes at or below eighty-percent (80%) of the area median income as determined annually by the U.S. Department of Housing and Urban Development.

The City will also encourage the participation of local and regional institutions, the Continuum of Care and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the Consolidated Plan. The City will make every effort to provide information to the Kalamazoo County Public Housing Commission about consolidated plan activities.

Finally, the City will explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in community and review of program performance.

B. Community Development Act Advisory Committee (CDAAC)

The primary responsibility of the Community Development Act Advisory Committee (CDAAC) is to assist the City Commission in allocating Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Shelter Grant (ESG) funds by reviewing proposals and making funding recommendations consistent with the

objectives of the federal government, specifically, the U.S. Department of

Housing and Urban Development (HUD), the priorities identified in the City's Consolidated Plan, and with other locally adopted priorities, as applicable. Additionally, it is the responsibility of CDAAC to actively participate in the community and citizen participation process.

CDAAC and the City's Administration will evaluate proposal requests, as appropriate, for project eligibility, compliance with the National Objectives, consistency with the City's Consolidated Plan, and other local priorities as applicable. Recommendations will then be made by CDAAC to the City Commission regarding activities to be funded and funding levels.

CDAAC is composed of thirteen (13) City residents, which includes at-large members and one representative from each of the eligible low- and moderate-income neighborhoods in the City of Kalamazoo as identified by the most recent Census data accepted by HUD. Based upon changes in federal focus, or other community needs and priorities, the structure of CDAAC may change periodically in accordance with its Bylaws.

II. PURPOSE

The purpose of the Citizen Participation Plan is to ensure maximum citizen participation and involvement in the development of the City's Consolidated Plan, any substantial amendments to either the Consolidated Plan or to the Annual Action Plan, and on the performance of programs funded with federal dollars. The Consolidated Plan currently incorporates the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and the Emergency Shelter Grant Program (ESG). The following policies and procedures were developed for the purpose of encouraging the involvement of citizens when making decisions which affect the expenditure of federal funds.

HUD issued a memo on March 31, 2020 regarding Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19.

These waivers allow for alternative hearing formats (i.e., virtual meetings) and reduced public comment period of 30-Days to 5-Days. Waivers 8 and 9 under Consolidated Plan Requirements apply as waiver 8 regarding Citizen Participation Public Comment Period for Consolidated Plan Amendment and waiver 9 is Citizen Participation Reasonable Notice and Opportunity to Comment. The waiver language is provided as an attachment at the end of this plan. In accordance with HUD's direction, this Citizen Participation Plan has been amended with the waivers as noted below under the following sections of this plan:

- "Notice of Meetings, Public Hearings and Comment Periods"

- “Public Hearings”
- “Opportunity to Comment”

III. POLICIES AND PROCEDURES

A. Public Information and Access to Reports

The City will make available to citizens, public agencies, and other interested parties, information which relates to the Consolidated Plan, including the amount of assistance the City anticipates receiving (including grant funds and program income), the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income, and the City’s use of assistance under the programs covered by the federal funding.

The Citizen Participation Plan and a summary of the Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance and Evaluation Report will be made available for review and to download for free from the City of Kalamazoo website, which is located at www.kalamazoocity.org. A reasonable number of the summary reports will

be made available for free to citizens or groups that request it. Complete copies of these plans will be made available upon request for the cost of producing the copy.

Summary and complete copies of these documents will also be made available for reference at the City of Kalamazoo Department of Community Planning and Development currently located at 415 Stockbridge Avenue during normal business hours. The building which houses the Department of Community Planning and Development is handicap accessible; therefore, these materials are available at all times to individuals with physical disabilities.

The summary materials will be made available in a form accessible to persons with disabilities upon request. This includes providing oral, Braille, electronic, or large print copies for the visually impaired. Homebound individuals may request that a copy of any reports pertinent to and including the Citizen Participation Plan be delivered to their residence. Full copies of these plans will be made available upon request for the cost of producing the copy.

Information related to the Consolidated Plan and the activities funded through the federal programs shall be discussed at the annual public hearings for the Action Plan and Consolidated Annual Performance and Evaluation Report.

B. Notice of Meetings, Public Hearings and Comment Periods

Notice of an opportunity to comment at a public hearing or a meeting, at a minimum, will be published in the local paper of general circulation at least fifteen days prior to any public hearing on the Consolidated Plan, substantial amendments to the Consolidated Plan, the Annual Action Plan, substantial amendments to the Annual Action Plan, Citizen Participation Plan, substantial amendments to the Citizen Participation Plan, and the Consolidated Annual Performance and Evaluation Reports. Notice shall also be provided in a local paper of general circulation announcing 30-day public comment periods. An effort will be made to notify subrecipient organizations, major community service providers, and residents of public and assisted housing developments.

Notices related to the Consolidated Plan or Annual Action Plan shall include the amount of assistance the City expects to receive, the estimated amount that will benefit persons of low to moderate income and a website address to view the range of activities that may be undertaken with federal funds.

NOTE: HUD COVID-19 Waiver 8 allows for a reduced 5-day comment period.

Applicability: The 15 and 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments during this emergency period. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

C. Public Hearings

At least one Public Hearing will be held by CDAAC for the purpose of soliciting community comments on the Consolidated Plan and to present an overview of the

Annual Action Plan. An additional public hearing will be held by the City Commission for these same activities.

At least one Public Hearing will be held by CDAAC within three (3) months of the close of the program year to review annual performance. Together, these hearings will address housing and community development needs, development of proposed activities, and a review of performance.

All hearings will be held at a location which is centrally located within the community and accessible to persons with mobility impairments, and at a time which would encourage participation. Assistance will also be made available upon request, made ten (10) days before the scheduled event, for accessibility to individuals with sensory limitations or language barriers.

NOTE: HUD COVID-19 Waiver 9 allows for alternative hearing formats (i.e., virtual meetings).

- In addition to the HUD waiver, the Governor of Michigan has also authorized public meetings to take place virtually in an effort to contain COVID-19 and limit public gatherings, recognizing that there is a need to respond quickly to the growing spread and effects of COVID-19.

- The City of Kalamazoo has been using Zoom meetings (and will continue to use that or any other similar software) to allow for regular City Commission meetings and public hearings to take place virtually. Staff allows opportunities for the public to provide oral comments during the Zoom meetings and encourages comments be submitted in advance via email. The City will allow for public comments on CDBG items following this same method to ensure ample opportunity to participate.

D. Opportunity to Comment

Any and all interested parties will be given the opportunity to comment and provide input both verbally and in writing on the Consolidated Plan, the Annual Action Plan, on any substantial amendment to the Consolidated Plan or Annual Action Plan, and on the Consolidated Annual Performance and Evaluation Report. Similar opportunity will be provided for any substantial amendment to the Citizen Participation Plan.

A minimum of thirty (30) days will be provided for public comment on the Consolidated Plan, the Annual Action Plan, or any substantial amendments to the Consolidated Plan or the Annual Action Plan. At least fifteen (15) days will be provided for public comment on Consolidated Annual Performance and Evaluation Reports, the Citizen Participation Plan, and any substantial amendments to the Citizen Participation Plan.

NOTE: HUD COVID-19 Waiver 8 allows for a reduced 5-day comment period.

- Applicability: The 15 and 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments during this emergency period. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

E. Incorporation of Public Comment

Any comments or views of citizens received in writing or verbally at public hearings will be considered by the Community Development Act Advisory Committee and City Commission. A summary of such comments on the Consolidated Plan, substantial amendments to the Consolidated Plan, the Annual Action Plan, substantial amendments to the Annual Action Plan, Citizen Participation Plan, substantial amendments to the Citizen Participation Plan, and the Consolidated Annual Performance and Evaluation

Reports, will be attached to the relevant Plan, Amendment, or Report prior to its submission to the U.S. Department of Housing and Urban Development. The summary will include comments considered and incorporated into the Plan, Amendment, or Report, as well as comments considered but not incorporated and the reasons.

F. Complaints

All written complaints will be maintained on file and responded to in writing by a Community Planning and Development staff member within fifteen (15) working days whenever practicable.

G. Technical Assistance and City Support Staff

The Community Planning and Development Department will respond to all reasonable requests for technical assistance or information by community groups, applicants for funding, citizen advisory boards, and Subrecipient organizations. Upon request, an individual from the Community Planning and Development Department will meet individually with current and potential Subrecipients to address such issues as current funding, potential funding, and performance criteria.

City staff support is provided to the Community Development Act Advisory Committee to facilitate their role in the citizen participation process. Such support includes meeting arrangements, communications, and the provision of specific program information.

IV. SPECIAL ISSUES

A. Substantial Amendments

The following changes to the Consolidated Plan are considered to be substantial and therefore are subject to the provisions of the Citizen Participation Plan regarding substantial changes:

- 1) A significant change in either economic conditions or population demographics which would make it necessary to develop a new list of funding priorities in the five-year Consolidated Plan.
- 2) A budget adjustment in the Annual Action Plan for any activity when the change exceeds twenty-five percent (25%) of the entitlement amount from which that activity was funded.
- 3) Changes in the use of funds from one eligible activity to another.

B. Anti-Displacement Policy

The City of Kalamazoo is committed to minimizing the involuntary and permanent displacement of residents as a result of federally-assisted projects. The City's CDBG, HOME and ESG programs are operated under the Residential Anti-Displacement and Relocation Assistance Plan of 1991, as amended, which is required by HUD. While no displacement is expected as a result of any current or proposed community development activities, the City is prepared to assist residents found to be inadvertently

displaced. Relocation benefits, including payment for comparable replacement housing and reasonable moving expenses, would be offered to residents who are permanently displaced as a result of community development activities. Procedures and benefits for displacement will be handled in compliance with the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1987, as amended.

C. Affirmatively Furthering Fair Housing Rule

The Community Planning and Development Department will consult with other public and private agencies that provide assisted housing, health services and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families and homeless persons. Community Planning and Development will also consult with community based and regionally based organizations that represent protected class members and organizations that enforce fair housing laws when preparing both the AFH and the consolidated plans.

Attachment:

HUD COVID Waiver 3/31/20: Consolidated Plan Requirements

Attachment HUD COVID WAIVER 3/31/20: CONSOLIDATED PLAN REQUIREMENTS

8. Citizen Participation Public Comment Period for Consolidated Plan Amendment Requirement: 30-day Public Comment Period.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

9. Citizen Participation Reasonable Notice and Opportunity to Comment Requirement: Reasonable Notice and Opportunity to Comment.

Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public

gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

Attachment A: 2020 Action Plan
Attachment B: PY2020 Budget
Attachment C: 2019 ConPlan-Action Plan Substantial Amendments
Attachment D: PY2019 Amended Budget
Attachment E: Citizen Participation Plan - Amended

PY2019 Action Plan Budget - Amended 5/11/20

SOURCES	
CDBG Allocation	\$ 1,615,035
CDBG Prior Years Unallocated Funds	\$ 346,736
CDBG Anticipated Program Income	\$ 120,680
HOME Allocation	\$ 492,146
HOME Prior Year allocated Funds	\$ 186,077
CDBG -CV	\$ 958,737
TOTAL 2019 FUNDS AVAILABLE	\$ 3,719,411

USES			
Agency	Activity Name	Funding	
CDBG ADMINISTRATION²			
City of Kalamazoo	Administration	\$ 323,007	\$ 323,007

CDBG - GENERAL			
City of Kalamazoo	Code Administration	\$400,000	
City of Kalamazoo	Demolition	\$100,000	
PY2019		\$ 500,000	

CDBG PUBLIC SERVICE¹			
City of Kalamazoo Public Safety	Crime Prevention	\$ 150,000	
United Way of Battle Creek and Kalamazoo Region	Continuum of Care	\$ 20,000	
Ministry with Community	Homeless Prevention	\$ 30,000	
City of Kalamazoo	P&R Youth Development	\$ 36,855	

	Total	\$	236,855
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CDBG - AFFORDABLE HOUSING

Agency	Activity Name	Funding	
Senior Services, Inc.	Home Repair for the Elderly	\$ 125,000	
Community Homeworks	Critical Home Repair & Weatherization Program	\$ 150,000	
City of Kalamazoo	Lead Base Paint Hazard Reduction Program	\$ 94,542	
City of Kalamazoo	Code Enforcement Pilot Program	\$ 125,000	
Kalamazoo Neighborhood Housing Services	DPA	\$75,000	
Total		\$ 569,542	

***CDBG Neighborhood Enhancement**

Agency	Activity Name	Funding	
City of Kalamazoo	Target Neighborhood	\$200,000	\$ 200,000

***CDBG Unallocated Funds for Current Year**

Year	Activity Name	Funding	
		132368	107,368
TOTAL CDBG PROGRAM ALLOCATIONS		\$ 1,936,772	

***CDBG - COVID- 19 Assistance**

Year	Activity Name	Funding	
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Housing Resources, Inc.	Rental Assistance	\$719,052.75	
City of Kalamazoo	Small Business Assistance	\$239,684.25	
Senior Services	Food Assistance	\$25,000.00	
TOTAL CDBG PROGRAM ALLOCATIONS		\$ 983,737	

ANTICIPATED PROGRAM INCOME			
Agency	Activity Name	Funding Recom	
City of Kalamazoo CP&D	Small Business Revolving Loan	\$ 11,280	
Kzoo Neighborhood Housing Services	Minor/Emergency Roof Repair	\$ 95,000	
Community Homeworks	Critical Minor Home Repair	\$ 14,400	
Anticipated Program Income Total		\$ 120,680	

TOTAL CDBG FUNDING FOR PY2019	
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HOME			
Agency	Activity Name	Funding	
City of Kalamazoo CP&D	Administration ³	\$ 49,214	
New Horizon	Rental Rehab	\$ 118,000	
KVHH - CHDO	Home Ownership (New Build) CHDO 73,821	\$ 100,000	
City of Kalamazoo CP&D	Affordable Housing Prog	\$ 411,008	

HOME TOTAL HUD ALLOCATION		\$ 678,222	
HOME - UNALLOCATED PRIOR YEARS PROGRAM FUNDS			
Year	Allocation		
			0.00
ESG - No PY2018 Allocation			
PROGRAM YEAR 2019 TOTAL			\$3,719,411

1Public Services activities are subject to a 15% cap

2 CDBG Planning and Administrative services are subject to a 20% cap

3HOME administration is subject to a 10% cap

4HOME-CHDO is subject to a 15% cap

5ESG administration is subject to a 7.5% cap

2019 Action Plan

First Year Annual Action Plan Of 2019-2023 Consolidated Plan



Prepared for:
Community Planning & Economic
Development
Community Investment Division
Approved on: May 6, 2019
June 15, 2020 Amended

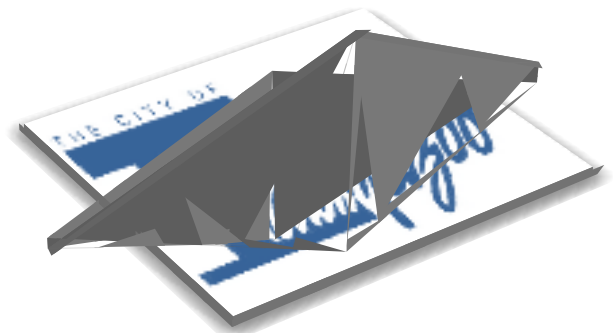


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Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Each year the City of Kalamazoo is required to submit an Action Plan to HUD. The intent of the plan is to identify how federal grant funds received by the City will be utilized during that program year to address the priority needs acknowledged in the City's Consolidated Plan. Program Year (PY) 2019 Annual Action Plan (July 1, 2019 through June 30, 2020) represents the fifth program year in which to address the needs identified in the City of Kalamazoo's 2019 - 2023 Consolidated Plan, approved by the Kalamazoo City Commission on May 06, 2019.

The Action Plan constitutes the City's application to HUD for its Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding allocations, which are the primary resources for addressing Kalamazoo's housing and community development needs. The City expects to use approximately **\$3,719,411**, in PY2019 funding through the **CDBG (\$1,615,035)** and **HOME (\$492,146)** federal entitlement grants. The City and its Subrecipients will also utilize approximately **\$120,680, in anticipated program income** in PY2019. The City has unallocated prior year CDBG program funds in the amount of **\$346,736** to be allocated. The City was allocated **\$958,737 (CDBG-CV)** in response to COVID-19 Pandemic. The complete available budget to include COVID-19 funding for **PY2019 totals \$3,719,411**.

The Community Planning and Development Department will also report, to the extent possible, on other resources expected to be used in ways consistent with the Consolidated Plan. This includes both funds and resources of other organizations and agencies, local nonprofits, and for-profits which address the housing and community development needs of the City and its residents.

Decisions about the annual allocation of federal resources is based upon the 2019 - 2023 Consolidated Plan, which was developed after a thorough public participation process conducted both informally with community partners, stakeholders, neighborhood organizations and residents and formally via public hearings. The priorities, goals and objectives outlined in the Consolidated Plan were developed based on the feedback received during this public process, as well as the evaluation of housing, homeless, special needs population, and other relevant community development data.

COVID-19

The City of Kalamazoo was notified on April 2, 2020 that we will be receiving \$958,737 in FY20 CDBG-CV funding. HUD has advised entitlement communities to amend their 2019 AAP documents because the 2020 plans have not been approved. The numbers below under Expected Resources and in the Annual Goals & Objectives include the CDBG-CV funds.

PY2019 Action Plan Budget - Amended 5/11/20

SOURCES			
CDBG Allocation		\$	1,615,035
CDBG Prior Years Unallocated Funds		\$	346,736
CDBG Anticipated Program Income		\$	120,680
HOME Allocation		\$	492,146
HOME Prior Year allocated Funds		\$	186,077
CDBG -CV		\$	958,737
TOTAL 2019 FUNDS AVAILABLE		\$	3,719,411
USES			
Agency	Activity Name	Funding	
CDBG ADMINISTRATION²			

City of Kalamazoo	Administration	\$ 323,007	\$ 323,007
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CDBG - GENERAL

City of Kalamazoo	Code Administration	\$400,000	
City of Kalamazoo	Demolition	\$100,000	
		PY2019	\$ 500,000

CDBG PUBLIC SERVICE¹

City of Kalamazoo Public Safety	Crime Prevention	\$ 150,000	
United Way of Battle Creek and Kalamazoo Region	Continuum of Care	\$ 20,000	
Ministry with Community	Homeless Prevention	\$ 30,000	
City of Kalamazoo	P&R Youth Development	\$ 36,855	
		Total	\$ 236,855

CDBG - AFFORDABLE HOUSING

Agency	Activity Name	Funding	
Senior Services, Inc.	Home Repair for the Elderly	\$ 125,000	
Community Homeworks	Critical Home Repair & Weatherization Program	\$ 150,000	
City of Kalamazoo	Lead Base Paint Hazard Reduction Program	\$ 94,542	
City of Kalamazoo	Code Enforcement Pilot Program	\$ 125,000	

Kalamazoo Neighborhood Housing Serv	DPA	\$75,000	
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		Total	\$ 569,542
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*CDBG Neighborhood Enhancement			
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Agency	Activity Name	Funding	
City of Kalamazoo	Target Neighborhood	\$200,000	\$ 200,000

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*CDBG Unallocated Funds for Current Year			
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Year	Activity Name	Funding	
		132368	107,368

TOTAL CDBG PROGRAM ALLOCATIONS			\$ 1,936,772
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*CDBG - COVID- 19 Assistance			
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Year	Activity Name	Funding	
Housing Resources, Inc.	Rental Assistance	\$719,052.75	
United Way	Small Business Assistance	\$239,684.25	
Senior Services	Food Assistance	\$25,000.00	

TOTAL CDBG PROGRAM ALLOCATIONS			\$ 983,737
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ANTICIPATED PROGRAM INCOME			
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Agency	Activity Name	Funding Recom	
City of Kalamazoo CP&D	Small Business Revolving Loan	\$ 11,280	

Kzoo Neighborhood Housing Services	Minor/Emergency Roof Repair	\$ 95,000	
Community Homeworks	Critical Minor Home Repair	\$ 14,400	
Anticipated Program Income Total		\$ 120,680	

TOTAL CDBG FUNDING FOR PY2019			
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HOME			
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Agency	Activity Name	Funding	
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City of Kalamazoo CP&D	Administration ³	\$ 49,214	
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New Horizon	Rental Rehab	\$ 118,000	
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KVHH - CHDO	Home Ownership (New Build)CHDO 73,821	\$ 100,000	
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City of Kalamazoo CP&D	Affordable Housing Prog	\$ 411,008	
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HOME TOTAL HUD ALLOCATION		\$ 678,222	
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HOME - UNALLOCATED PRIOR YEARS PROGRAM FUNDS			
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Year	Allocation	
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		0.00
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ESG - No PY2019 Allocation			
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PROGRAM YEAR 2019 TOTAL			\$3,719,411
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1Public Services activities are subject to a 15% cap
2 CDBG Planning and Administrative services are
subject to a 20% cap
3HOME administration is subject to a 10% cap
4HOME-CHDO is subject to a 15% cap
5ESG administration is subject to a 7.5% cap

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Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public and Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,615,35	120,680	132,369	1,868,084	7,472,336	These funds will leverage City dollars through public infrastructure investment and other City services. In addition, other State and Federal funds will be leveraged by City Subrecipients for housing activities.
HOME	Federal	Acquisition Homebuyer assistance Homeowner Lease Purchases rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	492,146	0	0	492,146	1,968,584	HOME dollars will leverage additional HOME funds from MSHDA, as well as possible low income housing tax credits depending on the projects funded.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	Federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	The Continuum of Care will leverage City funds with MSHDA ESG funding. If ESG funds are received.
Program	Source of Funds	Uses of Funds	Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Expected Amount Available Remainder of ConPlan \$	Narrative Description
OTHER	Public and Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	958,737	0	25,000	983,737	0	Under the CARES Act (COVID-19)the City anticipates future CDBG allocation

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Often, additional resources are leveraged by our Subrecipients and partners to complete a project. These leverage funds often come from the State of Michigan through the Michigan State Housing Development Authority or through foundations like the Kalamazoo Community Foundation. However, these funds are not known until the Subrecipient submits an application through the City's competitive application process

Community Development Block Grant funds will leverage additional resources as follows:

- Public Infrastructure projects will be supported with additional City and State infrastructure dollars.
- Code enforcement, crime prevention and youth services will leverage additional City general fund dollars. Subrecipients of the City will leverage Michigan State Housing Development Authority and other State funds, as well as nongovernmental funding to expand the scope of rehabilitation assistance.

HOME Investment Partnership Funds will leverage additional public and private investment:

Homeownership investment will be supported by other agencies such as the Michigan State Housing Development Authority and community foundation grants.

- Rental projects may leverage additional funding from HUD; the Federal Home Loan Bank programs; the application of Low Income Housing Tax Credits; private equity investment, private construction and acquisition financing; and other private sources.
- HOME match requirements will be achieved through the donation of property, labor and materials, as well as payments in lieu of taxes for affordable housing developments in the City.

Acceptable Sources of HOME Match

- Local or State general revenues
- Housing trust funds
- Foundations, donations
- Program income from HODAG, RRP or UDAG only after grant closeout
- Value of waived taxes, fees, or charges
- Appraisal value of land or real property not acquired with Federal Funds
- Difference between appraised value and acquisition cost, if property is acquired with Federal funds
- Grant equivalent of below market
- Interest rate loans to the project
- The cost of investments, not made with federal resources, in on and off-site infrastructure that is directly required for the affordable housing assisted with HOME funds

- Federal Home Loan Bank grants
- Value of donated material or labor
- Direct cost of supportive services that facilitate independent living or as part of a self-sufficiency program
- Direct cost of homebuyer counseling for families that complete a HOME assisted purchase

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land will be utilized

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2019	2023	Affordable Housing	City-wide low-income households CDBG-Eligible Census Tracts	Acquisition of Existing Units Administration of Programs Production of New Units Public Services Rehabilitation of Existing Units Rental Assistance Down Payment Assistance	CDBG: \$569,541	Household Housing Unit SS/CH-Homeowner Housing Rehabilitated: 110 Lead Reduction Units 10 Code Enforcement Pilot Program 15 Down Payment Assistance - 10 Demolition 5 Code Enforcement: 1100

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2019	2023	Non-Housing Community Development	City-wide low-income households CDBG-Eligible Census Tracts	Public Services	CDBG: 150,000	Household Housing Unit Crime Prevention
							HOME: \$529,008	Horizon- Rental units rehabilitated: 2 KVHH - Homeowner Housing Added: 2 KNHS – Direct Financial Assistance - 10 Affordable Housing – 4

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Homeless Assistance NO PY2019 ESG ALLOCATION ESG Services are based on award	2019	2020	Homelessness–	City-wide low-income households	Homeless Emergency Shelters Homeless Prevention	CDBG: \$50,000	Public Service dollars to assist CoC in the administration of ESG program LISC/ Ministry with Community Homeless Prevention 125 person assisted

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Neighborhood Enhancement	2019	2020	Non-Homeless Community Development	City-wide low-income households CDBG-Eligible Census Tracts	Neighborhood Improvement	CDBG: \$200,00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28884 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit:

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Youth Development	2019	2020	Non-Homeless Special Needs	City-wide low-income households CDBG-Eligible Census Tracts	Administration of Programs Public Services	CDBG: \$36,855	Public service activities other than Low/Moderate Income Housing Benefit: Anticipated Assisted 340 Persons

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
2	Goal Name	Create New Homeownership Opportunities-Down payment Goal
	Goal Description	Use HOME Program funds to assist first-time homebuyers to afford down payment expense.
3	Goal Name	Maintain habitability for elderly homeowners
	Goal Description	Help the elderly maintain and retain their homes through the provision of home repairs.
4	Goal Name	Make the City more livable for people w/disabilities
	Goal Description	Assist people with disabilities, landlords, and advocates in the areas of housing and housing rights; perform accessibility improvements in public facilities.
5	Goal Name	Promote community development through planning
	Goal Description	Perform citywide comprehensive community development planning to help formulate long-term development and policy objectives for the City.

6	Goal Name	Demolition of blighted properties
	Goal Description	Improve neighborhood quality through the elimination or improvement of blighted properties.
	Goal Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
7	Goal Name	Homeless Assistance
	Goal Description	Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population. Funds will be used to invest in proven strategies to reduce the number of homeless individuals on the streets. Agency funded activities will include canvassing for clients, engaging clients, accessing or providing emergency and crisis intervention services, assessing clients, crisis intervention counseling, case management, providing access to any available entitlements, benefits, housing or other resources, direct provision of and/or referrals and linkages to health and/or behavioral health Services, and transportation of clients. The City will require funded agencies to specifically focus on chronically homeless individuals.
8	Goal Name	Neighborhood Enhancement
	Goal Description	Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.
9	Goal Name	Youth Development
	Goal Description	Develop well-adjusted and productive youth through supporting youth programs and activities that provide recreational opportunities to low- and moderate-income people by funding staff to coordinate and manage programs at park facilities and the creation/improvement of parks and playgrounds.

Table 3 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Below are an estimated number of extremely low-income, low-income and moderate-income families the City will be assisting:

- 2 Disabled rental households at or below 80% of area median income with new affordable rental housing; 20% of these units will be further restricted to households at or below 50% of area median income.
- 10 households at or below 80% of area median income with homebuyer assistance.
- 2 households at or below 80% of area median income with new housing for ownership.
- 110 households at or below 80% of area median income with owner occupied rehabilitation or reconstruction.

AP-35 Projects – 91.220(d)

Introduction

The City of Kalamazoo continues to conduct meetings to address its goals and needs. Goals and needs to be addressed are either carried out by the City or through one of its Subrecipient nonprofit partners.

#	Project Name	
1	CDBG Planning and Development	
2	Code Enforcement	
3	Demolition	
4	Parks & Recreation - Youth Program	
5	Public Safety - Neighborhood	
6	Community Homework's - Critical Home Repair	
7	Senior Services - Home Repair for the Elderly	
8	United Way of the Battle Creek and Kalamazoo Region - Continuum of Care - CDBG	
9	New Horizon – Rental ADA	
10	Kalamazoo Valley Habitat for Humanity	
11	KNHS - Down Payment Assistance	
12	Ministry with Community - Homeless Outreach	
13	Code Enforcement Repair Pilot Program	
15	Neighborhood Enhancement – Targeted Neighborhood	
16	HOME Program Administration and Planning	
17	Affordable Housing Program	
18	<u>Senior Services, Inc., - COVID-19</u>	
19	<u>Housing resources, Inc., - COVID-19</u>	
20	<u>Small Business Assistance - COVID-19</u>	

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The reasons for allocation priorities results from the City of Kalamazoo completing an extensive outreach process as part of the development of the 2019-2023 Consolidated Plan. This outreach was evaluation against the data collected for the plan; the realities that the City must consider when determining priorities like yearly budgets, staff capacity, etc.; and, what other funders are doing in the community. Based on this evaluation, a set of priorities were established and these priorities were vetted by the Community Development Act Advisory Committee and adopted by the City Commission as part of the 2019-2023 Consolidated Plan.

Obstacles to addressing underserved needs are due to the reduction of financial resources, which experience a number of obstacles in helping those most in need. More innovative and creative partnerships and funding schemes

will need to be considered as these obstacles, particularly funding are likely to continue.

The need for permanent affordable supportive housing continues to be a concern for persons experiencing homelessness and other special needs populations. The gap between the number of affordable units and those in need continues to be significant for the City and the region.

The development of new affordable housing, particularly with supportive services, is a goal of the Continuum of Care. Partnerships with the City of Kalamazoo, local nonprofit housing providers and Michigan State Housing Development Authority, is needed to develop an affordable housing strategy. The City will continue to invest in affordable housing through both the CDBG and HOME grant programs.

Providing services, particularly housing, to the chronically homeless continues to be a challenge in Kalamazoo. The small numbers of people with complex, unmet needs who experience homelessness are frequent users of a shelters and emergency health care. They often have long histories of homelessness and untreated or poorly manage mental illnesses and addictions. Their frequent stays in county or city jails, shelters, hospitals, etc., result in extraordinarily high costs in multiple public systems, but fail to improve the outcomes for the individuals or their communities.

To have a more proactive approach to homeless prevention, the Continuum of Care developed the Systems of Care team that established work groups to address the needs/barriers of those that may become homeless. The team works to promote the adoption of evidence-based and promising program practices in support of a Housing First philosophy of care. They prioritize Continuous Quality Improvement in service delivery and educate and inform members on national and community best practices.

In general, the City, particularly the Department of Community Planning and Development, are making an effort to strengthen its relationship with county partners. The Kalamazoo County Department of Health and Community Services houses the Kalamazoo County Community Action Agency, which provides programs and services to help low income households achieve greater economic self-sufficiency. Working towards intergovernmental cooperation could result in joint community development projects, data sharing and best practices.

Projects

Project Summary Information

Table 5 – Project Summary

1	Project Name	CDBG Planning and Development
	Target Area	City-wide low-income households
	Goals Supported	Affordable Housing Homeless Assistance Neighborhood Enhancement Youth Development
	Needs Addressed	Administration of Programs
	Funding	CDBG: 323,765
	Description	The CP&D Department will utilize the 20% percent cap available from the entitlement funding for management, monitoring and coordination of Activities impacting low to moderate income residents. Funding also includes 85,404 in anticipated program income.
	Target Date of Completion	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	There is population of approximately 75,984 residing in the City of Kalamazoo of a non-low/mod and low-mod status will benefit from proposed activity.
	Location Description	415 Stockbridge Avenue Kalamazoo, MI 49001
	Planned Activities	Administration of the CDBG program for the 2019 program year to include monitoring, reporting technical assistance, etc.
2	Project Name	Code Enforcement
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing

	Needs Addressed	Public Services
	Funding	CDBG: 400,000
	Description	The CP&D Department will fund Housing Inspectors and Anti-Blight staff who work in the CDBG-eligible Census Tracts to reduce slum and blight.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	For 2019, the program anticipates that it will issue Housing Code violations affecting an estimated 1000-1300 homeowner and rental housing units to address, curb lawn trash, zoning violations, tall grass/weeds, and graffiti, and general blight.
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	The City's Code Enforcement and Anti-Blight Team will contribute to the quality of owner housing in the City through their enforcement efforts in the CDBG-eligible neighborhoods. The team will manage the following type of activities: abandoned residential structure cases; secure and board structures open to casual entry; condemn structures; work with the Building Board of Appeals; issue graffiti violations and general blight.
3	Project Name	Demolition
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: 100,000
	Description	Funding for the emergency demolition of imminently dangerous buildings and blight removal.
	Target Date	06/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	3 Buildings
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	Will demolish <u>three</u> vacant, abandoned single-family residential structures.
4	Project Name	Parks & Recreation - Youth Development
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$36,855
	Description	Sponsor programs that are devoted to the mental well-being, discovery of self-worth and relationship development of children.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Parks and Recreation Department will provide an after school and summer youth program from the Youth Development Center located CDBG – Eligible Census Tract Edison Neighborhood. The Center draws from families primarily in the Eastside, Edison, and Vine neighborhoods which are CDBG-eligible. Approximately 68 percent of the households in these four neighborhoods have an income that is 80 percent or below the area median income. In addition, 72 percent of the students within the Kalamazoo Public School system in these neighborhoods are eligible for free and reduced lunch.
	Location Description	230 East Crosstown Parkway, Kalamazoo. Activity will primarily serve census tracts 9, 16 and 13.

	Planned Activities	The Youth Development Center provides services that include meeting space for youth and youth organizations; youth and staff training; programs; a resource center with information and equipment available for use by youth; and collaborative programming that includes intergenerational youth programs, leisure, social/educational and entrepreneurial programs.
5	Project Name	Public Safety - Neighborhood
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$150,000
	Description	The City of Kalamazoo Public Safety Department will use CDBG funds toward the salaries of two public safety officers for crime awareness and prevention in the low-to moderate-income neighborhoods.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Families within the CDBG-eligible neighborhood will benefit from this activity as Community Policing Officers will provide needed crime prevention activities. Partnerships will be established with the neighborhood associations to ensure outreach to the community.
	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00

6	Planned Activities	The role of the Community Policing is to prevent crime through identification of trends and the creation of action plans for resolution in partnership with neighborhood and community organizations. The KDPS Community Policing Special Unit is intended to partner with the neighborhood associations to identify crime trends that negatively impact the quality of life within the CDBG-eligible neighborhoods, particularly Eastside, Edison and Vine. The Community Police Officers will maintain close relationships with neighborhood directors and associations to stay apprised of problems, “hot-spots,” and priorities of the neighborhoods, so they can discuss prevention strategies and develop a comprehensive prevention approach in a timely manner. The Officers will attend monthly neighborhood association meetings and neighborhood watch meetings. They will give presentations within the neighborhoods on an array of topics, mostly geared toward crime prevention and personal safety awareness. The partnership between Public Safety and the citizens of the CDBG-eligible neighborhoods will assist in solving problems creatively to prevent crime.
	Project Name	Community Homework’s - Critical Home Repair
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Units
	Funding	CDBG: \$150,000
	Description	Community Homework’s will use CDBG funding to complete approximately 60 emergency home repairs and will rehabilitate three homes for low- to moderate-income homeowners.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Sixty (60) low-income households will benefit from this proposed activity.

	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Community Homework's with provide loans for minor/critical home repair and moderate housing rehabilitation
7	Project Name	Senior Services - Home Repair for the Elderly
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Units
	Funding	CDBG: \$125,000
	Description	Senior Services, Inc. will use CDBG funds to perform minor home repairs and barrier-free accessibility enhancements to approximately 50 housing units owned by senior citizens in CDBG-eligible Census Tracts throughout the City of Kalamazoo.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Fifty (50) senior households will benefit from this proposed activity.
	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Minor/critical home repair and ADA accessibility improvements
8	Project Name	United Way of Battle Creek and Kalamazoo Region - Continuum of Care – CDBG (reprogramed from LISC)
	Target Area	City-wide low-income households
	Goals Supported	Homeless Assistance

	Needs Addressed	Homeless Emergency Shelters Homeless Prevention
	Funding	CDBG: \$20,000
	Description	United Way of the Battle Creek and Kalamazoo Region will provide technical assistance, capacity building training, and evaluation to approximately four housing and community development non-profit organizations, including CHDOs, operating in the City of Kalamazoo, primarily in the eligible CDBG neighborhoods. United Way of the Battle Creek and Kalamazoo Region will also provide staff for the Affordable Housing Partnership.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Homeless families will benefit from this proposed activity.
	Location Description	City-wide
	Planned Activities	Administration of the Continuum of Care.
9	Project Name	Code Enforcement Repair Program
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Funding will assist families with repairs resulting in code violations
	Funding	CDBG:\$125,000
	Description	City of Kalamazoo will utilize \$125,000 in CDBG funds to address critical home repairs that result in code violations.
	Target Date	7/01/18

Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use CDBG funds to assist approximately 25 families with home repairs who are financially stressed.
Location Description	These activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
Planned Activities	Funding will be used to address infrastructure improvements as needed.

10	Project Name	KNHS – Down Payment Assistance Program
	Target Area	Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Home Purchase - Down Payment Assistance
	Funding	CDBG: 75,000
	Description	City of Kalamazoo will use CDBG funds to address the need for down payment assistance for ten (10) for low/mod families.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	City of Kalamazoo will use CDBG funds to address the need for down payment assistance for ten (10) for low/mod families. This program offers down payment assistance to first-time homebuyers. Eligible homebuyers can qualify for funding to use toward down payment and/or closing costs on a one- to four- family home, or purchased in one of the five neighborhoods. The amount of the assistance will be up to \$7500. Eligible borrowers must be first-time homebuyers with a maximum annual household income up to 80% of Area Median Income (AMI); purchase a one- to four-family home, , or cooperative in one of the five core neighborhoods of the City of Kalamazoo; qualify for a mortgage loan from a participating lender; have their own savings to contribute toward down payment and closing costs; successfully complete a homebuyer education course with a HUD-approved counseling agency; and occupy the property as their primary residence for at least ten years.
	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	City of Kalamazoo will use CDBG funds to assist ten (10) low/mod families with down payment assistance

11	Project Name	Ministry with Community
	Target Area	Eligible Census Tracts
	Goals Supported	Homeless Prevention
	Needs Addressed	Homelessness
	Funding	CDBG: 30,000
	Description	City of Kalamazoo will use CDBG funds to address homeless prevention.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 to 125 homeless individuals will benefit daily.
	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	City of Kalamazoo will use CDBG funds to assist Ministry with Community in the prevention of homelessness
12	Project Name	Neighborhood Enhancement - Targeted Neighborhoods
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Improvement
	Needs Addressed	Addresses stabilization of neighborhoods by providing funding to address quality of life, façade improvement, infrastructure and beautification projects in targeted neighborhoods.
	Funding	HOME: 200,000
	Description	City of Kalamazoo will use CDBG funds to address targeted neighborhood needs for low to moderate income communities.

	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use CDBG funds for targeted low/mod neighborhoods Estimated benefits = 7200
	Location Description	The activities will take place in one to nine of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	The City of Kalamazoo will use CDBG funds to address quality of life, façade improvement, infrastructure and beautification projects in targeted neighborhoods. housing for low/mod income families.
13	Project Name	HOME Program Administration and Planning
	Target Area	City-wide low-income households
	Goals Supported	Affordable Housing
	Needs Addressed	Administration of Programs
	Funding	HOME: \$49,214
	Description	The CP&D Department will utilize the 10% percent cap available from the entitlement funding for management, monitoring and coordination of HOME Activities.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	There is population of approximately 75,548 residing in the City of Kalamazoo of a non-low/mod and low-mod status will benefit from proposed activity.
	Location Description	These activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Administration of HOME Program.

14	Project Name	New Horizon Rental Rehab Program
	Target Area	HOME-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Rental Units
	Funding	HOME: \$118,000
	Description	City of Kalamazoo will use HOME funds to address the need for affordable Housing for low/mod families with disabilities.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use HOME funds to rehab/convert two apartments for handicap individuals. Any additional funding remaining will be used for the rehab/repair of additional units.
	Location Description	The activities will take place in one of the following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
15	Planned Activities	The City of Kalamazoo will use HOME funds to rehabilitate acquire and or construct affordable housing for low/mod income families.
	Project Name	Habitat for Humanity Homeownership Program
	Target Area	HOME-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Homes
	Funding	HOME: 100,000
	Description	City of Kalamazoo will use HOME funds to address the need for two (2) affordable Housing for low/mod families.

	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use HOME funds to rehabilitate two (2) affordable housing for low/mod income families
	Location Description	The activities will take place in one of following census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	The City of Kalamazoo will use HOME funds to rehabilitate, acquisition n or construct affordable housing for low/mod income families.
16	Project Name	Affordable Housing Program
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable housing
	Funding	HOME: \$411,008
	Description	Affordable Housing Program will address the lack of affordable for low to moderate income families by rehabbing or constructing new units. The goal is to rehab or build affordable housing that will house low to moderate income families. .
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	For 2019, the program anticipates providing housing for a minimum of four low to moderate income families
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	The City will work with developers to rehab or build four affordable housing units.

17	Project Name	Senior Services, Inc., COVID – 19 (Reprogrammed)
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Affordable housing
	Funding	CDBG: \$25,000
	Description	The purpose of the program is to aid in the form of meals for City of Kalamazoo senior residents for up to three months in response to the COVID-19 Pandemic
	Target Date	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	For 2019, the program anticipates providing housing for a minimum of 200 low to moderate income families
	Location Description	City-wide
	Planned Activities	Providing meals on wheels to quarantined senior individuals or senior individuals that need to maintain social distancing due to medical vulnerabilities.
18	Project Name	Housing Resources, Inc., – CDBG-CV
	Target Area	City - Wide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable housing
	Funding	CDBG-CV: \$719,053
	Description	Rental Assistance Program will assist qualified households that have been impacted by the COVID-19 pandemic

19	Target Date	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	For 2019, the program anticipates providing housing for a minimum of four low to moderate income families
	Location Description	City - wide
	Planned Activities	The City of Kalamazoo will partner with United Way of Battle Creek and Kalamazoo Region and Housing Resources, Inc., to provide rental assistance funding that will complement the City's "Eviction Diversion Program".
	Project Name	Small Business Assistance - CDBG-CV
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG-CV: \$239,684
	Description	Promotion of Economic – Development activities to response to COVID-19 Pandemic
	Target Date	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	For 2019, the program anticipates providing housing for a minimum of four low to moderate income families
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	The City will work with small businesses to purchase supplies and materials that will assist their business in re-opening to the public and maintain clean, social distance environments.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Kalamazoo has chosen to focus CDBG funds where at least 51 percent of the residents are considered low and moderate income by HUD. These neighborhoods and Census tracts are:

67.9% Eastside – 1.00

67.9% Central Business District – 2.01

80.5% Northside – 2.02 and 3.00

68.7% Douglas/Stuart – 5.00

72.85 Vine – 6.00

68.5% Edison – 9.00, 10.00 and part of 11.00

55.5% Southside – 11.00

52.1% Oakwood – 16.03

HOME funds are intended to be used throughout the City.

Geographic Distribution

Target Area	Percentage of Funds
City-wide low-income households	44%
CDBG-Eligible Census Tracts	56%

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The focus of CDBG funding in these areas was not only because of eligibility under HUD rules. Many of the core neighborhoods have additional socioeconomic reasons that warrant concentrating resources.

Approximately 56% percent of individuals residing in the City of Kalamazoo are living below the federal poverty level. This is almost double the rate of individuals living below the poverty level for the State of Michigan and Kalamazoo County. While the City is experiencing higher rates of poverty, only three Census tracts meet HUD's definition of

“racially or ethnically concentrated areas of poverty (R/ECAPs).” An area must have a non-White/Caucasian population of 50 percent or more and poverty rate that exceeds 40 percent to be considered concentrated.

The three Census tracts are 1.00 (Eastside) and 2.02 and 3.00 (Northside). The Eastside Neighborhood has a poverty rate of 47.5 percent and 76.3 percent of the population is of minority status. The Northside Neighborhood (2.02 and 3.00) averages a poverty rate of 45.4 percent and a minority population of 92.1 percent.

The core neighborhoods also have much older housing stock. Approximately 90 percent of the homes were built prior to 1979, which raises the risk of lead based paint. Over 90 percent of the homes in Census tracts 2.02 (Northside), 6.00 (Vine), 9.00 (Edison), and 16.03 (Oakwood) were built before 1979. According to the 2012 American Community Survey, approximately 60 percent of the homes found in the CDBG eligible census tracts were built prior to 1939. The advanced age of the housing stock indicates a need for continued maintenance, lead based paint removal, weatherization and energy efficiency upgrades.

It appears that neighborhood disparities in accessing community assets exist between the more affluent neighborhoods in the City and many of the core neighborhoods. The Edison and Northside Neighborhoods struggle with poor performing schools, have higher percentages of poverty and persons receiving public assistance. Not unexpectedly, these same neighborhoods tend to have lower participation in the labor market, lower percentage of persons employed and lower percentage of persons with either a high school or bachelor’s degree. Access to employment centers may be more problematic because of difficulties accessing the transit system or limited financial means to own and maintain a car.

HOME funds are intended to be used throughout the City. HOME funds are predominately utilized to develop affordable housing. Dispersing affordable housing throughout the City helps to prevent concentrating low income residents within one neighborhood. ESG funding was not a part of the City of Kalamazoo allocation for 2019. However, the City of Kalamazoo will use public services to fund ESG administrative efforts throughout the City of Kalamazoo. Many of the homeless shelters are located within downtown Kalamazoo or the core neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As housing costs continue to rise, the City will utilize CDBG/HOME funding to develop safe, decent, affordable housing for low- and moderate-income households. CDBG/HOME funds will primarily be utilized for the development of single-family housing for ownership, multi-family housing for rental, rehabilitation of existing units and down payment/closing costs assistance for first time homebuyers.

For PY2019, the following goals are expected:

One Year Goals for the Number of Households to be Supported	
Homeless	125
Non-Homeless – Direct Financial Assistance	10
Special-Needs	2
Total	137

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Repair of Existing Units	120
Acquisition of Existing Units	2
Total	122

Table 8 - One Year Goals for Affordable Housing by Support Type

Discussion

The table describes the one year goals for the CDBG/HOME Program as required by 91.220(g). It describes the term affordable housing to be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership. This table does not include the 10 homes that will be supported through Down Payment Assistance (DPA).

AP-60 Public Housing – 91.220(h)

Introduction

Kalamazoo does not have public housing.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Kalamazoo continues to invest future federal funds to projects providing benefits to very low and low income persons who are homeless or have special needs. During the public outreach process, the city reconfirmed that homelessness is a major issue the community faces. For this reason, the city will allocate federal funds to the Continuum of Care and will give priority to affordable housing projects that provide housing units to homeless persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The goals and actions for reducing and ending homelessness including reach out to homeless persons and assessing their individual needs are as follow:

Housing Resources, Inc. and Goodwill Industries sponsor a weekly Community Housing Information Hour.

Participating organizations include but are not limited to the Department of Health and Human Services, and Kalamazoo Community Mental Health. The services include coordinated entry screening for households experiencing homelessness or at risk of experiencing homelessness, information and referral, and screening and assessment.

Kalamazoo Community Mental Health and Substance Abuse Services support a Housing Recovery Center, which assists individuals with finding and maintaining affordable housing. One of the services the Recovery Center offers is outreach to people living in emergency shelters and places not meant for human habitation. Ultimately, the outreach is to provide homeless individuals with the services they need and to help them find permanent and supportive housing.

Catholic Charities Dioceses of Kalamazoo utilizes a street outreach program grant from U.S. Department of Health and Human Services. The grant has enabled Catholic Charities to meet homeless youth at their point of need. The street outreach program allowed Catholic Charities to build upon and expand their current drop-in center services to have staff available on the street at designated times, seeking out youth who most need their services.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

To support outreach efforts to homeless persons, City of Kalamazoo staff and citizens are encouraged to participate in the annual point-in-time (PIT) count. Staff and residents have participated in the count in previous years.

Addressing the emergency shelter and transitional housing needs of homeless persons

Gryphon Place 2-1-1 provides 24 hour information and referral services to residents in need of help to Kalamazoo continuum of care organizations. . These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.

Persons with greatest need are referred to Housing Resources, Inc. the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA.

The HARA schedules the Housing Assessment visit within two days of initial contact. The HARA Housing Resource Specialist creates the CHAP utilizing the Homeless Management Information System (HMIS) and prioritizes strength based case management principles. Resources are provided based on need and may include: case coordination, financial assistance, landlord/tenant education/engagement, linkage to community partner resources, and referrals to mainstream service providers.

Emergency shelter services, with the goal of rapid re-housing, are provided to homeless households. These services include a shelter diversion assessment, shelter entry with the goal of rapid exit, financial assistance in the form of rental subsidy, and tenant-landlord engagement. Emergency shelters with rapid re-housing services have the goal of achieving sustainable permanent affordable housing.

The City of Kalamazoo will continue to provide ESG funds through the Kalamazoo County Continuum of Care to support emergency shelter and transitional housing needs upon funding. Exact outcomes will not be known until an allocation is made from HUD.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Moving towards prevention, the Continuum of Care is currently utilizing over 1,100 vouchers to help in the fight to alleviate homelessness in the City of Kalamazoo. The Housing Assistance and Resource Agency (HRI) was given an increase in funding this year from MSHDA ESG monies to help more individuals stay in their housing to bring down the amount of people evicted or foreclosed upon in 2019.

The Continuum of Care funded agencies have also worked diligently in developing a standardized process of entry along the “no wrong door” premise. The new system will consolidate paperwork and essentially create a centralized bureaucracy that will eliminate confusion and remove multiple barriers to entry for those seeking housing in the City of Kalamazoo.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Kalamazoo County Multi-Purpose Collaborative Body passed a resolution to work cooperatively with the Kalamazoo Continuum of Care to ensure a discharge policy for persons leaving publicly funded institutions or systems of care.

There are strong "guidelines" about discharge from the State hospitals and from the mental health unit at Borgess Hospital. Kalamazoo Community Mental Health and Substance Abuse Services employ hospital liaisons to work with individuals prior to release to create a "person centered plan" which includes next steps after discharge. Kalamazoo Community Mental Health and Substance Abuse Services also funds a jail liaison position to connect people in jail with appropriate mainstream, Medicaid funded mental health services.

The Continuum of Care Planning Policy regarding discharge follows:

Foster Care: Local foster care providers are required to adhere to Michigan's laws, policies, and procedures applicable to adult and child foster care placement and discharge. Young adults (ages 18-21) transitioning out of foster care to independent living are assisted in finding suitable and sustainable living arrangements. They may be provided first month's rent, security/utility deposit, and monies to purchase household goods, food, and supplies. Discharge is guided by a needs assessment and the information collected in a Individual Service Plan.

Health Care: Discharge planning assessment, planning, and follow-up procedures are managed by providing a multi-disciplinary team approach to patients with post-hospital needs. Discharge Planning is the vehicle which moves the patient to the proper level of post-hospital care and/or to the proper facility

The regional Veteran's Administration (VA) serves 14,000 veterans per year, half of whom are from the local area. The hospital follows a set of discharge criteria when releasing patients into the community. VA social workers and case managers assess and work with the patients who are homeless to find them appropriate shelter before their release.

Mental Health: The Kalamazoo County Mental Health and Substance Abuse Services agency follows the dictates of Section 330.1209b of the Mental Health Code, which states that "the community mental health services program will produce in writing a plan for community placement and aftercare services that is sufficient to meet the needs of the individual."

Veterans: The regional Veteran's Administration (VA) follows a set of discharge criteria when releasing patients into the community. VA social workers and case managers assess and work with the patients who are homeless to find them appropriate shelter before their release. The VA works with emergency shelters, other homeless housing, and

supportive services providers in the Continuum of Care to assure suitable placement is achieved after discharge.

The rental assistance through Housing Resources, Inc. and Catholic Family Services may support individuals leaving an institutional setting. In addition, the ESG funds that will be allocated through the Continuum of Care will assist with rapid re-housing and homeless prevention.

Discussion

In addition, Kalamazoo county conducts a 24-hour count of those who are experiencing homelessness in our community annually. The Point-in-Time Count is intended to provide a snapshot of Kalamazoo Count’s homeless population. It is one way to collectively understand the scope and breadth of homelessness in our community. The count is an important effort that ensures the voices of people experiencing homelessness are heard and efforts are made to provide appropriate services. It also helps communities develop more effective plans and measure progress toward ending homelessness.

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	
Tenant-based rental assistance	
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	
Total	

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Barriers to affordable housing are varied and complex. Possible barriers to the development or retention of affordable housing are public policies, particularly those of the City. Such policies include land use controls, zoning ordinances, building codes, and policies that affect the return on residential investment. In addition to public policies, larger social issues and outside forces impact the ability to access affordable housing. Social issues like poverty and lack of employment, and outside forces like reductions in Federal and State funding to develop new housing, present a barrier to affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The following information reviews some of the barriers in Kalamazoo:

Land Use Controls

Most of the available land in the City has been developed. There are only a small number of large vacant tracts of land that remain, thereby limiting the future development of residential units. There are a number of smaller parcels that are vacant and suitable for infill construction of residential units. A number of vacant or underutilized commercial buildings are also prime locations for redevelopment, with residential use being at least a component of the use.

A barrier to the development and redevelopment of these infill sites is environmental contamination. Particularly in many of the lower income neighborhoods, many of the properties that are available for redevelopment are environmentally contaminated primarily due to overuse of the site or an adjacent site. Clean-up of these sites can be very costly, thereby limiting the ability to attract new business and housing to these sites. It is much easier and cheaper to develop “green fields” in the unpolluted, outlying communities than it is to develop the “brownfields” in the City.

Zoning Ordinance and Subdivisions

Recognizing that Zoning can serve as a barrier to housing options and affordability, the City of Kalamazoo is undertaking a Zoning Code rewrite and an update to the Zoning Map. These changes are designed to increase the quantity and location of housing types throughout the City.

The City’s existing Zoning Ordinance permits multifamily housing in five of the eleven residential zoning districts. In addition, duplexes are permitted in two other districts in which multifamily residential is not permitted.

Additionally, the City of Kalamazoo Zoning Ordinance allows for multifamily development in several commercial districts to allow for mixed use and to encourage walkability.

Housing and Building Codes

The City of Kalamazoo enforces the Michigan Building Code, which is standard among municipalities in the State.

Concerns have been raised that the rental certification program is a barrier to affordable housing because it adds an additional cost to the management of rental properties. However, in a city where over half of the residential units are rental, a program of this type is necessary to not only maintain the health, safety and welfare of those who rent in Kalamazoo, but to maintain or improve property values in City neighborhoods.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will utilize a variety of strategies and support from community partners to help address barriers to affordable housing. Generally, the City utilizes 50 percent or more of the total HUD grant award towards housing activities. These funds will help to increase the supply of affordable housing, as well as helping those in affordable units to remain housed. In addition, the City has encouraged, through the competitive application process, that housing providers form partnerships in the hopes of avoiding duplication of services that would allow assistance to larger numbers of low income households. Most of these partners also provide needed social services that help households with long term housing sustainability.

The City of Kalamazoo's code enforcement and anti-blight effort is funded with CDBG. One of the enforcement teams' main purposes is the identification and resolution of blighted housing units, which can be made available for low income households, thereby increasing the number of affordable housing units in the City.

The City of Kalamazoo has also provided CDBG funding to the Local Initiatives Support Corporation for capacity building and technical assistance of housing, Community Housing Development Organizations and/or neighborhood-based nonprofit organizations operating within Kalamazoo. The capacity and productivity of these organizations are important elements in addressing current barriers to the provision of affordable housing.

The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing the issue of contaminated properties that may have the ability to be redeveloped. Using captured tax revenue, the Brownfield Initiative has purchased many contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

Some additional actions planned over the five year period of the Consolidated Plan are:

- Focus CDBG funding on substandard housing and/or deferred maintenance of affordable housing units, particularly in the Eastside, Edison and Northside Neighborhoods.
- Pilot a housing repair program for low-income homeowners that receive code violations.
- Lead Hazard Removal. The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. Purpose is to identify and control lead based hazards. Focus is on homes with children under six year of age.

Discussion

Most of these partners also provide needed social services that help households with long term housing sustainability. The nonprofit partners receiving funding to assist with affordable housing in PY2019 are:

- Community Homeworks
- Senior Services, Inc.
- New Horizons
- Kalamazoo Valley Habitat for Humanity
- Kalamazoo Neighborhood Housing Services

The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing the issue of contaminated properties that may have the ability to be redeveloped. Using captured tax revenue, the Brownfield Initiative has purchased many contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

The City of Kalamazoo will continue to support development for PY2019 as follow:

- Work with local nonprofit housing providers on the development of new and/or rehabilitated housing. Encourage variety in housing types like duplexes, townhomes, 4-unit apartments to provide a wider range of rents and mortgage costs.
- Improve financial options for Kalamazoo residents to increase homeownership and homeowner maintenance by working with local lending institutions and nonprofits to develop loan types and/or underwriting requirements that would allow for nontraditional home loans.
- Work with local nonprofit housing providers to provide homeowner subsidies to help low income families with down payment assistance.

Improve access to quality rental housing in Kalamazoo through continued support of tenant based rental assistance programs. In addition, consider the development of a program where vacant and/or tax foreclosed properties are sold to landlords who maintain exceptional rental properties and will rehabilitate the home for rental use. Work with local nonprofit housing providers on free and/or reduced-cost financial literacy for households from the Eastside, Edison or Northside Neighborhoods. Focus CDBG funding on substandard housing and/or deferred maintenance of affordable housing units, particularly in the Eastside, Edison and Northside Neighborhoods

AP-85 Other Actions – 91.220(k)

Introduction

The City of Kalamazoo recognizes that the needs of Kalamazoo residents extend beyond housing and infrastructure. These needs include reducing lead based paint hazards, reducing poverty, developing institutional structures, and enhancing coordination between public and private social service agencies. The following is a list of actions that the City of Kalamazoo intends to implement over the next fiscal year to achieve success in addressing the housing and community development needs of low to moderate income residents.

Actions planned to address obstacles to meeting underserved needs

The City recognizes the significance of taking actions to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families and enhance the coordination between public and private housing and social service agencies. The paragraphs below address the actions being undertaken by the City.

Actions planned to foster and maintain affordable housing

In PY2019, the City will continue to place an emphasis on affordable housing as part of the competitive grant application process. A total of five nonprofit organizations will receive CDBG and HOME funding to expand new and maintain existing affordable housing. Approximately **\$568,000** (CDBG/HOME) of the total funds provided to the City will be used towards the improvement of affordable housing in the City.

Actions planned to reduce lead-based paint hazards

Lead based hazards in the City of Kalamazoo remain a significant concern in light of the City's desire to rehabilitate older housing stock to maintain affordable housing. According to the U.S. Census, 89 percent of the owner-occupied and 74 percent of renter-occupied housing in the City was built prior to 1980, and of which, 26 percent of owner-occupied and 12 percent of renter-occupied have children present.

The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. Purpose is to identify and control lead based hazards. Focus is on homes with children under six year of age. The specifics of the grant are as follows.

- Grant period is 2019 – 2023
- Grant award is \$1,999,362. We were awarded full amount of request.
- Number of houses - 72 60% homeowner/40% rental
- Grant was written in collaboration with Kalamazoo Neighborhood Housing Services
- Grant uses approximately \$200.000 of future CDBG funding as a match.

The City also continues to include lead hazard reduction strategies into repairs on rental properties inspected under the City Housing Code. The City inspects all rental properties at least once every three years. When potential or existing problems are located, inspectors require appropriate remedial action. In addition to the lead based paint disclosure rule of 1996, the City of Kalamazoo requires its Subrecipients to comply with the September 15, 2000

regulation, “Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Federally-Owned Residential Property and Housing Receiving Federal Assistance.”

Two single-family homes will be completely rehabbed with PY2019 funds. The removal of lead based paint, if found, will be a requirement of these rehabilitations. In addition, the City plans to utilize **\$100,000 to demolish** blighted residential structures in the City. It is likely that these homes may contain lead based paint because they tend to be older structures where lead is more prevalent. The removal of approximately three structures will reduce the chances of a household living with lead contamination.

Actions planned to reduce the number of poverty-level families

For PY2019, the City of Kalamazoo will continue to work towards helping those in poverty access affordable housing. In addition, the City has developed a Section 3 preference policy to promote the procurement of Section 3 businesses. The intent is to improve the economic circumstances of local low income business owners and residents.

Approximately one third of the City lives below the federal poverty. That number increases beyond 50% in several of the core neighborhoods that also have the highest concentration of people of color. The City of Kalamazoo has initiated Shared Prosperity Kalamazoo (SPK) to address poverty. SPK is a bold and ambitious plan to transform our community into a place where every child and every adult thrives and prospers. In 2014, the City Commission voted to make the reduction of poverty, especially among children one of its top priorities. This Commission priority was substantiated by the community through the Imagine Kalamazoo 2025 engagement process and the resulting Strategic Vision and Master Plan. More than 3,500 community voices gave input on the opportunities and challenges the City faced. As a result of those voices the following goals were laid out in the Strategic Vision – Shared Prosperity, Connected City, Inviting Public Spaces, Environmental Responsibility, Safe Community, Youth Development, Complete Neighborhoods, Strength through Diversity, Economic Vitality and Good Governance. Shared Prosperity aligns most closely with the Strategic Goals of Shared Prosperity, Complete Neighborhoods, Youth Development, Strength through Diversity and Economic Vitality.

SPK is guided by a coalition made of an Organizing Committee and goal teams. The Organizing Committee is responsible for convening stakeholders for conversations and accountability around recommendations to meet the goals set forth in the plan. There are three teams each one focusing on a specific SPK goal. The members of the teams include both service providers and residents. The teams are intended to meet 4-6 times a year to share information, actions/programs to be presented to the Organizing Committee. SPK budget, plans and initiatives will have final approval by the City Commission before implementation.

SPK has three goals that work is being planned and implemented on simultaneously. They are; 1) Promote the health growth, development and learning of children 2) Increase access to good jobs; and 3) Promote strong families. SPK also has four targeted populations. They are; 1) Families of color 2) Families at or below poverty level and those not earning a living wage; 3) Families in neighborhoods of concentrated poverty and 4) Individuals with criminal records.

The combination of aspirational goals and community engagement has led SPK to focus on three particular neighborhoods that encompass five census tracts within the city—Eastside, Edison, and Northside—for targeted action projects.

The goals for this Affordable Housing Plan and SPK are closely aligned. Both plans address the following:

- Low to mod income residents
- Low to mod income and racially concentrated areas of the City/Census tracts
- Housing/Found in the Strong Families goal in SPK
- Youth development

The City of Kalamazoo is integrating HUD funding with private funding to address these shared goals.

In addition, the City has an approved Section 3 Preference Policy support local low income businesses and residents, improving their financial stability.

The city will also provide loans to for profit organization willing to partner with the City to address Affordable Housing.

Actions planned to develop institutional structure

The City of Kalamazoo has strengthened relationships in the past few years with local funders and nonprofit organizations. A more coordinated effort to project implementation is a priority discussed among the major stakeholders in the community. To that end, the Program Officers Network of Kalamazoo was organized. The Director of Community Planning and Economic Development will attend their meetings during the 2019 program year. The goal is to allow foundations like Kalamazoo Community Foundation, the Gilmore Foundation and Arcus Foundation to work together towards improving grant coordination and the local distribution of grant funds.

Local Initiatives Support Corporation (LISC) will continue to coordinate housing and community development efforts through the Sustainable Communities Initiative. They have reached out to other service providers, neighborhood organizations and funders to help them achieve the goals of the Initiative, which are expanded capital investment in housing, increasing family income and wealth, stimulating the local economy, improving access to quality education and developing healthy environments and lifestyles. The Deputy City Manager will continue to sit on the Board of LISC Kalamazoo.

The Continuum of Care is operated as a compliment to the LISC Sustainable Communities Initiative. This collaboration of nonprofit, business, governmental, education, health, human service, advocacy entities, and constituent groups are creating a comprehensive and integrated approach to end homelessness and insure permanent housing for low income people. The Continuum of Care has three volunteer groups that help improve provision of services, eliminate barriers to housing, improve the management of data, and allocate funding. The Community Development Manager will sit on the Allocations and Accountability Team.

The City will host bi-monthly meetings with the core CDBG-eligible neighborhoods during PY2019. The executive directors of each neighborhood organization attend the meetings along with representatives from City departments like Public Safety, Public Services, Parks and Recreation, and Community Planning and

Development. The meetings focus on neighborhood issues, the coordination of services, updates on City improvements, etc. The intent is to provide an open forum for neighborhood leaders to work cooperatively with the City on addressing neighborhood needs.

The City, particularly the Department of Community Planning and Development, could benefit from stronger relationships with our county partners. The Kalamazoo County Department of Health and Community Services houses the Kalamazoo County Community Action Agency, which provides programs and services to help low income households achieve greater economic self-sufficiency. The City will work towards more intergovernmental cooperation in PY2019 to work towards joint community development projects, data sharing and best practices.

Actions Planned to Enhance Coordination between Public and Private Housing and Social Service Agencies

The City of Kalamazoo has indicated that the priority needs to be addressed during the five year period of this Plan are affordable housing, homeless assistance, neighborhood enhancement and youth development. The institutional structure for the neighborhood enhancement and youth development priorities is internal to the City and has no gaps to providing services. The affordable housing priority could benefit from a stronger relationship with the Southcentral Michigan Community Action Agency. Community Planning and Economic Development staff at the City plan to engage with the housing programs staff to review possible areas of partnership that will improve affordable housing outcomes.

The development of new affordable housing, particularly with supportive services, is also a goal of the Continuum of Care. Partnerships with the City of Kalamazoo, local nonprofit housing providers and the Michigan State Housing Development Authority will need to be an affordable housing development strategy. The City will continue to invest in affordable housing through both the CDBG and HOME grant programs. The development of new units will continue to be considered based on successful financial statements and plans.

To have a more proactive approach to homeless prevention, the Continuum of Care developed the Systems of Care team. The Team works to promote the adoption of evidence-based and promising program practices in support of a Housing First philosophy of care. They prioritize Continuous Quality Improvement in service delivery and educate and inform members on national and community best practices.

The Continuum of Care Director has also empowered the Allocations and Accountability Team to be a much more vocal and essential team to the health and sanctity of the operation of the Continuum. This will come with voting members being able to directly inquire to the leadership of the funded agencies about operations and performance and then holding the agencies accountable for their actions. This is also the impartial team that decides how Continuum of Care funding received from HUD will be allocated to the funded agencies or any others applying for funding.

Discussion

As the City continues to develop public policy to address these needs, it will keep close communication with internal and external stakeholders, participate in conferences and staff development, and provide assistance to assure coordination among private and governmental health, mental health and service agencies.

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$120,680
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$120,688

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	76%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not plan any other forms of investments except for those identified in Section 92.205 of the HOME Investment Partnership Program Final Rule.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Per the requirements of 24 CFR 92.254, the City will require Subrecipients and developers to recapture all, or a portion of, the HOME investment if the homeowner decides to sell the house within the affordability period at whatever price the market will bear. The homebuyer may sell the property to any willing buyer. However, the sale of the property during the affordability period triggers repayment of the HOME funds utilized when it was originally purchased.

- **Reduction during the Affordability Period (Forgiveness):**

The Subrecipient or developer will forgive the direct HOME subsidy during the time of the affordability period. The total amount of the direct HOME subsidy will be equally divided among the years of the affordability period. For example, a \$40,000 direct HOME subsidy would be equally forgiven over the 10 year affordability period, reducing by \$4,000 each year.

Forgiveness will only be given to the homebuyer for each year they occupy the home as their primary residence.

- **Amount of Repayment and Net Proceeds:**

Net proceeds are defined as the sale price minus superior non-HOME loan repayments and any closing costs. If there are no net proceeds or insufficient proceeds to recapture the full amount of HOME investment due, the amount subject to repayment must be limited to what is available from net proceeds.

- **Homebuyer Agreement**

Recapture of the HOME investment and forgiveness over time is required to be detailed in the Homebuyer Agreement signed by the homebuyer and recorded on a deed restriction with the County Clerk/Register of Deeds.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The period of affordability is detailed in either the Subrecipient or developer agreement with the City of Kalamazoo. The agreement also requires the Subrecipient or developer to ensure compliance with the affordability period by placing a covenant or deed restriction that runs with the property and is recorded with the County Clerk/Register Office. A copy of the recorded document is provided to the homeowner and the City of Kalamazoo.

Per the requirements of 24 CFR 92.254, the Subrecipient or developer will recapture all or a portion of the HOME

investment if the homeowner decides to sell the house within the affordability period at whatever price the market will bear. The homebuyer may sell the property to any willing buyer. However, the sale of the property during the affordability period triggers repayment of the direct HOME subsidy provided to the homeowner when it was originally purchased.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City of Kalamazoo does not utilize HOME funds to secure existing debt for multifamily

Emergency Solutions Grant (ESG)
Reference 91.220(I)(4)

1. **Include written standards for providing ESG assistance provided the City is funding at a later time during the year.**

HUD did not allocate funding for this program for PY2019. However, \$20,000 (CDBG) is to be awarded to CoC for administrative support and 30,000 to Ministries with Communities for homeless assistance.

Source of Funding. All CoC programs are funded by the McKinney-Vento Homeless Assistance Act of 1987 and administered by HUD; some ESG funds are passed through to the Michigan State Housing Development Authority (MSHDA). McKinney-Vento programs provide outreach, shelter, transitional housing, supportive services, rent subsidies, and permanent housing for people experiencing homelessness and/or at risk of homelessness.

- Additionally, in 2009, Congress passed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act to consolidate HUD homelessness programs (Supportive Housing Program, Shelter Plus Care, and Moderate Rehabilitation/Single Room Occupancy). The Hearth Act amended and reauthorized the McKinney-Vento Homelessness Assistance Act, and is intended to further assist people in regaining stable, permanent housing and supports a coordinated intake process, effective data collection, performance measurement and program evaluation systems.
- The dollar amount of available funding is determined competitively for the Continuum of Care Program Competition and by formula to each jurisdiction (State of Michigan, Kalamazoo City and County) for the Emergency Solutions Grants program. The CoC and the City of Kalamazoo combine their Emergency Solutions Grants, funded by MSHDA and HUD, respectively, into a single application process.
- Funding is subject to federal appropriations, state and local allocations and terms of the relevant Notice of Funding Availability (NOFA); *funding is not guaranteed by the CoC, City of Kalamazoo, HUD or MSHDA until grant agreements are finalized and executed.*

Eligible Uses of Funding. CoC and/or ESG funding as available will be awarded for projects that provide:

- Homeless outreach, assessment, and prevention; Emergency shelter (ES); Transitional housing (TH); Permanent housing with supportive services (PSH); Permanent Housing-Rapid-Rehousing (PH-RR) Permanent housing only (PH); Supportive services only (SSO), and Planning, HMIS, and Grant Administration.

Ineligible Uses of Funding

Funds cannot be allocated to any organization that:

1. Does not comply with the nondiscrimination provisions of local, State and Federal civil rights laws (see CoC Fair Housing Policy); or
2. Requires participation in religious activities as a condition for receiving services; or

3. Does not comply with the Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity Final Rule (2012 Equal Access Rule).

CoC Collaborative Applicant

The Local Initiatives Support Corporation (LISC) employs the CoC Director and serves as Kalamazoo County's Lead Agency and Collaborative Applicant. The City of Kalamazoo's Deputy City Manager serves on the LISC Board; the LISC Board serves as the CoC's governing body.

2. **If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

The Continuum of Care formalized a "No Wrong Door" countywide Coordinated Community Assessment System in 2009. *Gryphon Place 2-1-1 provides 24 hour information and referral services to residents in need of help to Kalamazoo continuum of care organizations. . These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.*

Persons with greatest need are referred to Housing Resources, Inc. the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA.

The HARA schedules the Housing Assessment visit within two days of initial contact. The HARA Housing Resource Specialist creates the CHAP utilizing the Homeless Management Information System (HMIS) and prioritizes strength based case management principles. Resources are provided based on need and may include: case coordination, financial assistance, landlord/tenant education/engagement, linkage to community partner resources, and referrals to mainstream service providers.

3. **Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

The City of Kalamazoo currently renews funding for nonprofit agencies carrying out ESG-funded emergency shelter activities, provided that the contractual obligations have been met and project outcomes have been successful. The City may choose to reduce or eliminate funding to an agency that does not meet contractual obligations, or that administers a project that fails to meet outcome goals. If an existing program does not fit with the City's objectives, the agency may be asked to change its program design. The City may also transition to a competitive RFP process. The City does not plan to initiate other large ongoing ESG-funded emergency shelter programs. The City of Kalamazoo currently subcontracts all ESG funding to Housing Resources, Inc., which administers the ESG Program

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

In order to meet the requirements under § 576.405(b), the City of Kalamazoo have partnered with the Local Initiatives Support Corporation (the local CoC Board). The local CoC Board and its multiple subcommittees each include participation by multiple people with lived experience of homelessness. One CoC Board subcommittee (the Community Advisory Forum) specifically provides a solutions-driven forum for those with lived experience of homelessness and front-line service workers to listen and support each other. It also brings consumers, providers and interested community members together to share information, and identify emerging issues and trends. For PY2019 the City of Kalamazoo did not receive funding for ESG. However, the City provided fund Local Initiatives Support Corporation in the amount of 20,000 through its CDBG allocation.

5. **Describe performance standards for evaluating ESG.**

ESG-funded projects in the City of Kalamazoo.

Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants;
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Subrecipient's ability to ensure that activities carried out meet compliance requirements;
- Verify the accuracy of the program participant's records; and,

Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Discussion

For program year 2019 the Department of Housing and Urban Development did not fund Emergency Solutions Grant (ESG).

Consolidated Plan

FY 2019 – FY 2023 Five Year Consolidated Plan

Substantial amendment of 2019 Annual Action Plan to include CARES Act (COVID-19) Funds



Prepared for:
Community Planning & Economic
Development
Community Investment Division
Approved on: May 6, 2019
June 15, 2020 Amended



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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Substantial amendment of 2019 Annual Action Plan to include CARES Act (COVID-19) Funds

1. Introduction

The 2019-2023 Consolidated Plan is a collaborative planning process between the City, the community at large, social service agencies, housing providers, community development groups, economic development agencies and the City's strategic approach to housing and community activities over the next five years. The process was implemented through a series of public meetings, stakeholder surveys, statistical data, and reviews of the City's Master Plan and Shared Prosperity Plan.

Using the latest available data, the plan reviews priority needs in affordable housing, homelessness, and non-housing community development. The plan also considers market conditions for a wide range of housing characteristics, including the number of available housing units, cost and condition of housing, homeless facilities and services, special needs facilities and services, and barriers to affordable housing.

In addition to a detailed review of needs and the market assessment, this Consolidated Plan presents a strategic set of goals that the City will pursue over a five-year time period for the Community Development Block Grant (CDBG), and HOME Investment Partnerships Program (HOME), that is provided by the U.S. Department of Housing & Urban Development (HUD). Emergency Solutions Grant (ESG) funding was not awarded the last two years of the city's 2014-2018 Consolidated Plan. However, going forward will continue to anticipate ESG funding and if awarded funding will be utilized to meet the needs of our homeless population. Goals listed will target the City's most pressing needs in housing and community development and will be used as a benchmark for performance evaluations over the five-year time period.

The goals established represent a balanced approach to housing and community development for low-and-moderate income families and individuals. The City will pursue strategies focused on affordable housing, rehabilitation, relocation, and new builds; funding of organizations which support low-income and special needs populations; maintenance of affordable housing stock through code enforcement; and administration and operation of public service projects and programs. These strategies are intended to ensure the continuing success of the City of Kalamazoo's population, neighborhoods, and businesses.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

There continues to be a need to improve the quality of housing stock in the community by increasing the amount of decent, safe, sound, and accessible housing for homeowners, renters, and homebuyers

that is affordable to low- and moderate-income persons and families. According to the Office of Policy Development and Research (PD&R) August 2017 report to Congress there is a significant increase of poor families.

Goals/Strategies:

The City of Kalamazoo is expected to receive an average annual award of around \$2.9 million from HUD through the CDBG, HOME, ESG programs, and CDBG-CV. These federal funds will be used to address the following housing and community development goals to advance opportunities for the low-and moderate-income families in the City:

Affordable Housing - Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing for low-moderate families.

Homeless Assistance - Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population. As Emergency Solution Grant (ESG) funding is received and/or CDBG funds are available.

Neighborhood Enhancement - Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.

Youth Development - Develop well-adjusted and productive youth through supporting youth programs and activities that fosters positive experiences, creative expression and opportunities to enhance interests, skills and abilities into adulthood.

Economic Development – Expand economic opportunity that influence growth and stability for small businesses.

COVID-19 Funding - Prevent, prepare for, and respond to the coronavirus (COVID-19).

3. Evaluation of past performance

As in its past consolidated plan, the City of Kalamazoo has continued to make every effort over the last four years to increase the impact of its HUD funding, placing as many resources as possible directly into the development or rehabilitation/repair of housing and community services. The City focused programs within six core CDBG-eligible neighborhoods, which included Eastside (Census tract 1.00), Edison (Census tracts 9.00 and 10.00), Douglas (part of Census tract 5.00), Northside (Census tracts 2.02 and 3.00), Stuart (part of Census tract 5), and Vine (Census tract 6.00). These neighborhoods continue according to the 2010 Census to have a minimum of 51 percent low to moderate income persons as defined by HUD and continue to be the primary focus area of the 2019–2023 Consolidated Plan.

Residents of these neighborhoods continue to face many interrelated social issues such as poverty; lack of affordable housing; substandard housing; higher incidence of criminal activity; and a need for support services.

The City designated CDBG and HOME funds to aggressively support housing-related activities. During the past four years, those resources supported the efforts of the City's Anti-Blight Team, homeowner rehabilitation and minor repair, new owner occupied housing construction, rental rehabilitation and rental subsidies. The Anti-Blight Team's dual function is to reduce housing code violations and identify abandoned and vacant housing in the community with the goal of restoring them to a functional use as affordable housing. Subrecipients like Kalamazoo Valley Habitat for Humanity, Kalamazoo Neighborhood Housing Services, Community Homeworks and Senior Services provided repair and rehabilitation services to low income homeowners. Residents in need of rental housing assistance could turn to Housing Resources, Inc., Catholic Charities Dioceses of Kalamazoo (formerly Catholic Family Services) and the YWCA.

The City also continues its strategic Neighborhood Enterprise Zone tax-relief plan within targeted areas to encourage both new development and rehabilitation of existing housing stock. There are two programs currently in place. The first zone is located in Census tract 6.00 in the Vine Neighborhood. Under this program, a homebuyer who purchases a housing unit receives a 50 percent reduction in both City and County taxes for ten years, so long as it remains their principal residence. The second Zone is located in Census tract 10.00 in the Edison Neighborhood where new Neighborhood Stabilization 2 homes were constructed. The resident of the new housing units in the Marketplace subdivision will pay only about one-third of their property taxes for the remaining time of their 10-year period.

The City utilized the model Outcomes Performance Measurement System designed by the federal government to assess its activities and those of its Subrecipients for the past four years. Activities funded through the CDBG, ESG and HOME programs are defined under this system in the Annual Action Plan and reported in the Consolidated Annual Performance and Evaluation Report.

4. Summary of citizen participation process and consultation process

The Department of Community Planning and Development sought out participation and consultation in the development of this Plan from City residents, nonprofit organizations, human service providers, the Continuum of Care, government employees, elected officials, neighborhood associations, and businesses.

The City of Kalamazoo approved a new Strategic Vision and Imagine Kalamazoo 2025 Master Plan in 2017. These documents were created through an extensive engagement process that began in 2015. The City utilized multiple techniques to ensure that engagement had a wide reach and open process that welcomed comments and ideas from all residents. Techniques used included; living walls so participants were able to quickly and easily provide feedback by writing on a wall, pop-up engagement at existing events so that residents were met where they already were, large community meetings, surveys both paper and electronic, and meetings on the go which were packets created to enable residents to facilitate their own Imagine Kalamazoo meeting. Translators were at community meetings and surveys were also provided in Spanish to further ensure an inclusive and welcoming process. These efforts resulted in over 4,000 points of contact, ten times more than the previous Master Plan.

Additional engagement occurred in 2018 with financial support from the City of Kalamazoo as well as an Innovation Grant from the Government Alliance on Race and Equity (GARE) granted to the Michigan Department of Civil Rights, a community collaborative hired a contractor to conduct qualitative and quantitative research in Kalamazoo to better understand the housing experiences of Kalamazoo residents, especially the experiences of residents of color. The partners included the Michigan Department of Civil Rights (MDCR), City of Kalamazoo, Fair Housing Center of Southwest Michigan, Kalamazoo Community Foundation, and Interfaith Strategy for Advocacy & Action in the Community (ISAAC). Engagement for this project included community events, focus groups, conversations with service providers and printed surveys and open data sources. Over 700 completed surveys were received. Questions were also asked via housing question boards. Residents were asked to write comments regarding their experiences with housing on post it notes and place them on the boards. 71 post-it notes were received. The input from the community informed the Consolidated Plan and will be the foundation for the 2019-2023 Analysis to Impediments to Fair Housing. This report will be published summer of 2019.

A 30-day comment period was opened in February 2019 allowing citizens to comment. After the comment period, a public hearing was held by the Community Development Act Advisory Committee and then a final Public Hearing by the City of Kalamazoo City Commission on May 6, 2019. Notices of the public comment period and public hearings were posted in the local newspaper and at various public City locations.

5. Summary of public comments

The Consolidated Plan and Action Plan were informed throughout development of the city's Imagine Kalamazoo plan, Shared Prosperity Plan and GARE project. Engagement with local nonprofits, stakeholder organizations, neighborhood groups and residents, community funders, housing providers, community leaders and residents who access public services provided an array of comments addressing the needs of the City during these engagements and through a Community Needs Survey. This input provided the foundation for the development of the priorities, goals and objectives of the Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments during engagements were accepted. The City evaluated and compiled public input to develop a focused set of priorities and goals that would address the most urgent needs and not duplicate efforts. Qualitative feedback collected through the community survey, community forums, sub-recipient meeting, and public hearings provided insight into priority need from the entitlement grant beneficiary perspective. Top priority needs were identified as:

- Programs to help homeowners repair their homes
- Programs to stimulate repairs to rental units
- Programs that assist individuals from becoming homeless
- Additional homeless shelters and transitional housing facilities
- An overall increase in public service programs

Full meeting minutes and summaries are available.

7. Summary

The 2019-2023 City of Kalamazoo Consolidated Plan reflects the coordinated efforts of City staff, a wide network of community stakeholders, City residents, Community Development Act Advisory Committee members and the City Commission.

This Consolidated Plan consists of several parts including: a housing and community needs assessment that analyzes the current market conditions, a section on the needs for people who are homeless, a Strategic Plan section and the Annual Action Plan. The Strategic Plan is a key component of the Consolidated Plan, as this section outlines the City of Kalamazoo's objectives and outcomes to meet the needs identified in the assessment section. The Annual Action Plan, one of five annual plans, outlines how federal resources will be allocated. Each year after that an Annual Plan will be completed to communicate how these funds will be allocated to meet the objectives identified in the Consolidated Plan.

The Annual Action Plans will also include a section that evaluates the community's performance towards meeting the objectives outlined in the Consolidated Plan.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	City of Kalamazoo	Community Planning and Development
CDBG Administrator	City of Kalamazoo	Community Planning and Development
HOME Administrator	City of Kalamazoo	Community Planning and Development
ESG Administrator	City of Kalamazoo Continuum of Care	Community Planning and Economic Development with Local Initiatives Support Corporation

Narrative

The City of Kalamazoo, Department of Planning and Economic Development (CPED) is the department that is responsible for preparing the Consolidated Plan and administration of CDBG, HOME, and ESG programs. As the lead agency, the City is responsible for overseeing the development and implementation of the 2019-2023 Consolidated Plan, Annual Action Plans and Consolidated Annual Performance Evaluation Reports. Community Investment staff provides administrative and planning support for the use of the federal funds and acts as the primary staff support to the Community Development Act Advisory Committee. The Committee is a 13 member board that is appointed by the City Commission to advise on matters related to community development, make recommendations on the expenditure of funds through an annual competitive process, assist with the development of HUD related documents, ensure citizen participation in all phases of the federal allocation process and to promote community development activities within the

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.200(b), 91.215(I)

Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

In accordance with 24 CFR Part 91, and the City's Citizen Participation Plan, the participants conducted a comprehensive community participation process in a manner to ensure inclusion of all residents of the region, target areas, beneficiary communities of federal resources awarded through the public awards process, and public and private agencies operating in the region.

The City advertised public meetings in newspapers of general circulation in the City, published an online survey, consulted directly with key stakeholders, and hosted public and stakeholder forums.

Direct Agency Consultation

The City developed a list of over 100 stakeholders to provide outreach to during the Consolidated Plan process. Stakeholders were invited to participate in the public meetings, on-line survey, and comment period via direct email to organization contacts. Additionally, participants conducted interviews with pertinent stakeholders to gather supplemental information for the Consolidated Plan

The City developed engaged with over 100 stakeholders to provide outreach to during the Consolidated Plan process.

Advertisement of Outreach Activities

To maximize engagement, the City implemented various methods of advertisement for the outreach activities listed above. The City focused its efforts on reaching the broadest audience possible, while also employing methods specific to underserved populations.

Interested parties notices were advertise the public meetings, and on-line survey. Flyers were distributed electronically to stakeholders including organizations representing populations that are typically underrepresented in the planning process such as persons who reside in target areas, persons who are limited English proficient (LEP), and persons with a disability. Flyers were also distributed at public offices, public libraries, and City Hall.

During the preparation of the Consolidated Plan, The City of Kalamazoo Division of Community Investment (CI) sought input from members of the public, private and public agencies, and other interested parties at various stages to ensure that their views and interests are represented in the

document. Specifically, these entities are invited to public meetings held by CI to disseminate information about the CDBG, ESG and HOME Programs and to solicit feedback about the community's housing and community development needs. The City's Consolidated Plan is presented to the public and City Commissioners at public meetings. CI accepts public feedback at all meetings, both in writing (Community Needs Survey) and orally. A notification process is also established to advise each stage of the process. This process includes public notices, announcements on the City of Kalamazoo website and direct correspondence to interested parties. The outcomes of the Consolidated Plan represent the information collected from this collaboration, as well as from public comment and public

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Many of the local housing providers, health and mental health agencies and homeless service providers are members of the Continuum of Care. Coordination between these agencies and the City occurs primarily through interaction of Continuum of Care Teams: Allocations and Accountability Team, Data Users Group and the Systems of Care Team.

The Systems of Care Team works towards addressing the needs of the homeless and those that may become homeless by reducing or eliminating the barriers to services. Systems of Care Team members also serve as Navigators for their respective agencies. The role of a Navigator is to resolve systems induced barriers between service providers. The Systems of Care Team, through the Navigator program, is working to assure a comprehensive community-wide outreach, service and housing system program.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Kalamazoo County Continuum of Care is a community-based, county wide housing partnership that oversees the planning and coordination of the community's response to the continuum of housing needs, as well as activities within the homeless assistance system. Membership is required to receive funding through the Continuum of Care. There are currently 46 member organizations, including the City of Kalamazoo, in the Continuum of Care who contributes to the coordination of homeless prevention, shelter and re-housing services. Specifically, the Community Development Manager sits on the Allocations and Accountability Team, which helps to ensure positive outcomes from homeless service providers that receive funding.

To help the Continuum of Care accomplish its goals, the City of Kalamazoo will continue to provide its Emergency Solutions Grant funding to the Continuum of Care when awarded. These funds are then allocated to local nonprofits that are members of the Continuum through a competitive application process.

The local priority to address the needs of the homeless is to create/retain transitional and permanent housing units. It is a Continuum goal to reduce the number of emergency shelter beds and, using a rapid re-housing model, move homeless residents quickly from homelessness into permanent housing. Both

transitional and permanent supportive housing programs operating under a rapid re-housing model or prevention model is prioritized within the system. In addition, the CoC conducts an annual Point in Time (PIT) survey counting homeless people in the county. The results indicate the need for affordable housing as well as information on the demographics and circumstances of homeless individuals and families in our communities. Instead of simply providing temporary food and shelter, Kalamazoo is focused on tackling the underlying reasons for homelessness, including substance abuse, mental illness, lack of job skills, domestic violence and child-care issues. The Continuum of Care formalized a “No Wrong Door” countywide Coordinated Community Assessment System in 2009. *Gryphon Place 2-1-1 provides 24 hour information and referral services to residents in need of help to Kalamazoo continuum of care organizations.* . These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.

Persons with greatest need are referred to Housing Resources, Inc. the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA. Walk-in services are provided through centrally located satellite locations and through the weekly Community Housing Hour at the Goodwill Human Services Campus where multiple agencies participate in providing housing related information.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS
Consultation with the Continuum of Care in Allocating ESG Funds, Performance Standards Evaluation of Outcomes, and HMIS

The Continuum of Care was instrumental in the development of the City of Kalamazoo’s 2019-2023 Consolidated Plan. Priorities, strategies and objectives were included in the Consolidated Plan which addresses the 10-Year Plan to End Homelessness. These strategies are then implemented each year through the activities funded in the Annual Action Plan.

City staff from the Community Planning and Economic Development sits on the Continuum of Care’s Allocation and Accountability Team. The manager’s interaction with this team allows the City to not only interact with vital community organizations that work to end homelessness but to have direct input in the development of strategies and goals of the Continuum of Care.

In Program Year 2013, the City made a decision to have a joint funding process with the Continuum of Care. The City’s ESG funds are included with other the funding the Continuum receives from HUD to allow for one grant application process to the local homeless providers. The award process includes a Notice of Intent that details the sub grantee’s funding request, program description, expected outcomes, quality improvement and reporting.

The City of Kalamazoo utilizes a Subrecipient Agreement with the nonprofit organization to determine overall performance. An annual outcome is detailed in the Agreement which must be

met by the end of the program year. Monthly accomplishment reports are reviewed as part of the request for reimbursement process to assist the City in monitoring goal achievement. In addition, bi-annual reports are required detailing the successes and missed opportunities of the funded activity.

To facilitate the evaluation of performance, the City has implemented a Performance Tracking System, which is detailed in the Agreements, to help subrecipients meet their monthly, bi-annual, and yearly goals. The intent is to provide a more formalized approach to tracking performance of Subrecipients that would offer more than anecdotal information when evaluating future funding applications. The system assigns a point value of 100 at the beginning of the program year and points are deducted when expectations are not reached.

The Continuum of Care also has an evaluation monitoring process to determine whether agencies are performing satisfactorily and effectively addressing homeless needs. The monitoring process requires all Continuum of Care grantees to submit quarterly HMIS reports.

The focal areas for review related to the CoC evaluation and monitoring, now utilizes HUD System Performance Measures that evaluate a community's response to ending homelessness. These may vary depending on the type of HUD projects a community funds. The focal areas listed may not be all inclusive of Kalamazoo's CoC and perhaps stating that System Performance Measures are reviewed could be considered:

- Increasing housing stability/sustainability as measured through an increase in income.
- Increasing the percentage of homeless persons staying in permanent housing over six months to at least 77 percent.
- Increasing the percentage of homeless persons moving from transitional housing to permanent housing to at least 65 percent.
- Increasing the percentage of persons employed at exit to at least 20 percent.
- Reducing the average Length of Stay in shelters to less than 30 days.

These areas are reviewed quarterly by the Allocations and Accountability Team of the Continuum of Care and every other month by the Data Team. Attention is also given to grantees rate of spending, consistency with designated Emergency Solution Grant goals and data entry quality.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

The City of Kalamazoo held a number of meetings with community stakeholders who represented a wide variety of community needs. In addition, a Community Needs Survey was administered to the clients the organizations serve.

During the Consolidated Plan development process a community-wide stakeholder and city partners meeting held on July 23, 2018. In attendance were a number of nonprofits, service providers, neighborhood representatives and the religious community. Activities held at the meeting were designed to get to a prioritized list of projects the stakeholders and partners thought to be priority.

In addition to the stakeholder meeting, City staff attended both Housing Matters Forum meeting and Project Connect. The Housing Matters Forum is a group of nonprofit organizations that meet once a month to discuss affordable housing issues. Staff presented on the development of the Consolidated Plan and had dialogue on community needs. Staff also administered the Community Needs Survey to attendees and asked them to dispense the survey to their clients and program participants.

Project Connect is an event that connects individuals and families to free on-site services that include parenting and children's services; employment and education; financial and legal services; health and medical screening; housing and food assistance; and personal services. The City set up a booth at Project Connect to reach out to these service providers, as well as the Kalamazoo County residents accessing the event. Typically 600-1,000 people access the Project Connect event.

Table 2 – Agencies, groups, organizations who participated –

Agency/Group/Organization	Agency/Group/Organization Type	Sections of the Plan Addressed
Bronson Hospital	Housing; Services - Homeless	Homelessness Strategy; Homeless Needs - Chronically Homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Homelessness Needs - Unaccompanied Youth;
Building Blocks	Housing; Neighborhood Organization	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Non-Homeless Special Needs; Anti-poverty Strategy
Community Homeworks	Housing	Housing Needs Assessment; Non-Homeless Special Needs; Market Analysis; Lead-Based Paint
CARES	Services - Persons with Disabilities	Housing Needs Assessment; Market Analysis; Homelessness Strategy; Anti-poverty Strategy
CDAAC	Civic Leaders	Housing Need Assessment; Homelessness Strategy; Homeless Needs - Chronically homeless; Homeless Needs - Families with Children; Homelessness Needs - Non-Homeless Special Needs; Anti-poverty Strategy
Continuum of Care	Housing; Services - Housing; Services - Homeless	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Chronically Homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Market Analysis; Anti-poverty Strategy
Disability Network of SW MI	Services - Persons with Disabilities	Housing Needs Assessment; Non-Homeless Special Needs

Agency/Group/Organization	Agency/Group/Organization Type	Sections of the Plan Addressed
El Concilio	Services - Housing; Services - Children; Services - Health; Services - Education; Services - Employment; Services - Fair Housing	Housing Need Assessment; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-Poverty Strategy
Edison Neighborhood Association	Housing; Neighborhood Organization	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Fair Housing Center	Service - Fair Housing	Housing Needs Assessment
GFM	Services - Youth	Families with Children; Homelessness Needs - Unaccompanied youth; Non-Homeless Special Needs; Market Analysis; Anti-poverty Strategy
Gospel Mission	Housing; Services - Housing; Services - Homeless	Housing Needs Assessment; Homeless Needs; Homeless Strategy; Market Analysis; Anti-Poverty Strategy
Housing Resources Inc.	Housing; Services - Housing; Services - Homeless	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Chronically Homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Market Analysis; Anti-poverty Strategy
ISAAC	Civic Leaders	Housing Needs Assessment; Homeless Needs; Homeless Strategy; Market Analysis; Anti-Poverty Strategy
KNHS	Housing; Services - Housing	Housing Need Assessment; Lead-based Paint Strategy; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Kalamazoo Eastside Neighborhood Association	Housing; Neighborhood Organization	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Chronically homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Homelessness Needs - Unaccompanied youth; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Kalamazoo Valley Habitat for Humanity	Housing; Services - Housing	Housing Need Assessment; Lead-based Paint Strategy; Economic Development; Market Analysis

Agency/Group/Organization	Agency/Group/Organization Type	Sections of the Plan Addressed
Kalamazoo Gospel Mission	Services - Homeless	Housing Need Assessment; Homelessness Strategy; Homeless Needs - Chronically Homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Homelessness Needs - Unaccompanied Youth; Anti-poverty Strategy
Local Initiative Support Corporation	Housing; Services - Homeless	Housing Need Assessment; Homelessness Strategy; Homeless Needs - Chronically Homeless; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Homelessness Needs - Unaccompanied Youth; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Ministry With Communities	Services - Homeless	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Families with Children; Homelessness Needs - Veterans; Homelessness Needs - Unaccompanied Youth; Non-Homeless Special Needs; Market Analysis
Momentum	Services - Employment	Housing Needs Assessment; Market Analysis; Economic Development; Anti-Poverty Strategy
Oakwood Neighborhood Association	Neighborhood Organization	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Chronically homeless; Homeless Needs - Families with Children; Homelessness Needs - Unaccompanied youth; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Senior Services	Services - Elderly Person; Services - Persons with Disabilities	Non-Homeless Special Needs

Agency/Group/Organization	Agency/Group/Organization Type	Sections of the Plan Addressed
Stuart Neighborhood Association	Neighborhood Organization	Housing Need Assessment; Lead-based Paint Strategy; Homelessness Strategy; Homeless Needs - Chronically homeless; Homeless Needs - Families with Children; Homelessness Needs - Unaccompanied youth; Non-Homeless Special Needs; Economic Development; Market Analysis; Anti-poverty Strategy
Urban Alliance, Inc.	Housing; Services - Housing	Housing Need Assessment; Lead-based Paint Strategy; Economic Development; Market Analysis

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Kalamazoo believes in a multi-faceted, collaborative approach to community development and strives to include all agencies from varied backgrounds to provide input essential to successful community development planning. This includes public service agencies, developers, community organizations, local governments/municipalities, and the public. The City adheres to its Citizen Participation Plan as an effective and comprehensive means for deriving local information for planning/community development needs. CI endeavored to include all local pertinent agencies in the consultation process by extending an invitation to partnership meetings and survey participation.

The City did not consult with other federal agencies when developing the Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Local Initiatives Support Corporation	The goals of the 10-Year Plan to End Homelessness are supported by the Homeless Assistance priority of the Consolidated Plan.
Kalamazoo Master Plan	City of Kalamazoo	The City of Kalamazoo Master Plan shares common objectives with the Consolidated Plan, particularly related to housing and neighborhood enhancement.
Assessment of Fair Housing	City of Kalamazoo	The City's Assessment of Fair Housing Plan share similar research, goals and action items.

Table 1 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City actively partners with many local non-profit and for profit community agencies to support the goals of the provision of affordable, safe and sanitary housing; a suitable living environment, and expanded economic opportunities for low and moderate-income persons within the City.

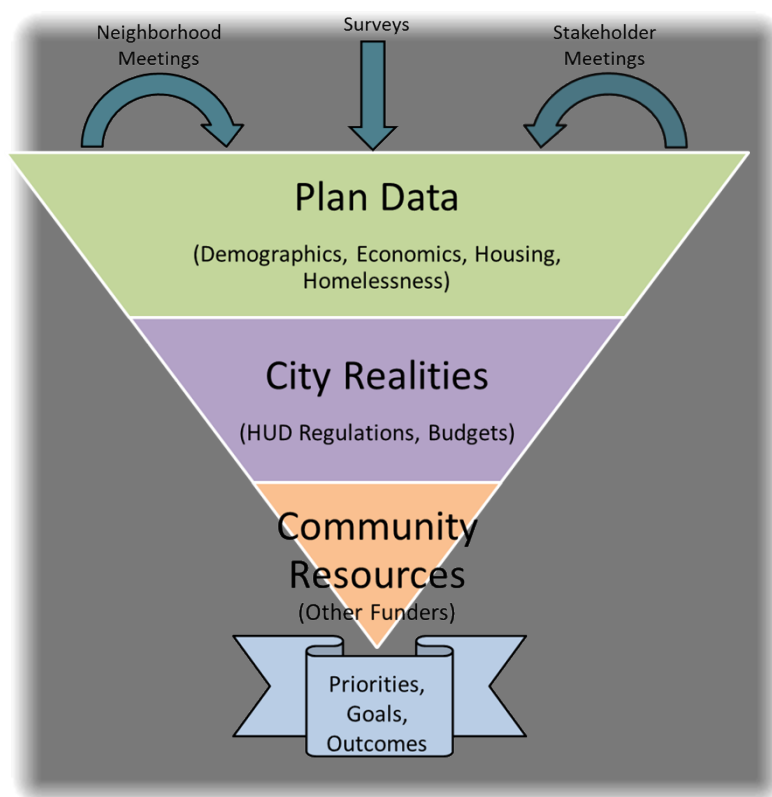
At a minimum, implicit in these goals is the City's commitment to providing coordinated community, housing and supportive services to its low-income residents. These services are provided through partnerships with government and quasi-government agencies, as well as respective planning efforts. The City of Kalamazoo will continue to encourage building partnerships between governments, lenders, builders, developers, real estate professionals, and advocates for low-income persons. The City of Kalamazoo will continue to work with the building industry, banking industry, real estate industry, social service providers and other community groups to promote the development of affordable housing and related housing services.

PR-15 Citizen Participation

Summarize citizen participation process and how it impacted goal-setting

The development of the priorities, goals and objectives for the 2019-2023 Consolidated Plan was determined through a review process developed by the City, which included the following steps:

- Solicitation of public input;
- Review of input against required data sets (Needs Assessment and Market Analysis);
- Review of public input and data against City realities and requirements; and
- Review of public input, data sets and City realities with other local community funders to address possible duplicative efforts.



To reach out to the broad Kalamazoo community, the City conducted a Community-based Needs Survey. The survey was provided directly to citizens, local nonprofit organizations to reach out to low income residents who access community services, service providers and community activists. This allowed the City to target specific populations like the homeless, elderly, disabled, Section 8 voucher holders, etc.

Preparation for the 2019-2023 Consolidated Plan started when the City of Kalamazoo approved a new Strategic Vision and Imagine Kalamazoo 2025 Master Plan in 2017. These documents were created through an extensive engagement process that began in 2015. The City utilized multiple techniques to ensure that engagement had a wide reach and open process that welcomed comments and ideas from

all residents. Techniques used included; living walls so participants were able to quickly and easily provide feedback by writing on a wall, pop-up engagement at existing events so that residents were met where they already were, large community meetings, surveys both paper and electronic, and meetings on the go which were packets created to enable residents to facilitate their own Imagine Kalamazoo meeting. Translators were at community meetings and surveys were also provided in Spanish to further ensure an inclusive and welcoming process. These efforts resulted in over 4,000 points of contact, ten times more than the previous Master Plan.

Additional engagement occurred in 2018 with financial support from the City of Kalamazoo as well as an Innovation Grant from the Government Alliance on Race and Equity (GARE) granted to the Michigan Department of Civil Rights, a community collaborative hired a contractor to conduct qualitative and quantitative research in Kalamazoo to better understand the housing experiences of Kalamazoo residents, especially the experiences of residents of color. The partners included the Michigan Department of Civil Rights (MDCR), City of Kalamazoo, Fair Housing Center of Southwest Michigan, Kalamazoo Community Foundation, and Interfaith Strategy for Advocacy & Action in the Community (ISAAC). Engagement for this project included community events, focus groups, conversations with service providers and printed surveys and open data sources. Over 760 completed surveys were received. Questions were also asked via housing question boards. Residents were asked to write comments regarding their experiences with housing on post it notes and place them on the boards. 71 post-it notes were received. The input from the community informed the Consolidated Plan and will be the foundation for the 2019-2023 Analysis to Impediments to Fair Housing. This report will be published summer of 2019.

The following plans and engagements informed the 2019-2023 Consolidated Plan and 2019 Action Plan:

Government Alliance for Race and Equity - 2018

- 760 completed surveys
- Housing Question Boards
 - “What do you look for when you have or are looking for housing?” 71 responses
 - “What will promote fair and safe housing in Kalamazoo?” 88 responses
- Focus Groups
 - Senior Services
 - CARES
 - Disability Network
 - El Concilio
 - Ministry with Community
 - ISAAC

Shared Prosperity Kalamazoo

- Four month community planning process
- Organizing Committee
- Goal teams – Family, Youth and Jobs

Imagine Kalamazoo 2025 – 2016-17

- Community Events
- Neighborhood Meetings
- Flyers
- Social Media
 - 4,058 points of contact

The final steps of citizen participation were the 30-day public comment period and public hearings held by the Community Development Act Advisory Committee and the City Commission.

Meetings

To ensure wide-spread citizen participation, Community Planning and Community Investment worked together in conducting meetings city-wide with emphasizes being placed on the six core Community Development Block Grant-eligible neighborhoods to generate discussion and input on City and neighborhood needs. The information provided below are the common themes heard from the neighborhoods:

Table 3. Citizens Responses

Single-Family Housing	○ Removal of blighted houses – demolition ○ Rehabilitation and sale of vacant houses ○ Inspections of single-family housing before sale ○ Homeowner rehabilitation/lead based paint abatement – grants or low-interest loans ○ New homeownership – grants or loans ○ Lease/purchase program ○ Weatherization/energy efficiency programs for homeowners
Additional Housing Types	○ Transitional housing for homeless, particularly young adult ○ Transitional housing for ex-offenders
	○ Repair/fix alleyways

Infrastructure	○ Improve streets (pot holes) ○ Increased/improved streets ○ Safe bike lanes and walking paths ○ Tree maintenance, particularly in rights-of-way ○ Sidewalk maintenance ○ Better management of neighborhood parks (trash, mowing, etc.) ○ ``
Services	○ Fair, consistent and equitable code enforcement ○ Community policing – community building with police ○ Ex-offender re-entry programs – felony expungement ○ Job training/education ○ Business assistance – attract businesses to neighborhoods
Youth	○ After school/summer programs ○ Structured activities

A meeting was held with community stakeholders and city partners on July 23, 2018. In attendance were a myriad of nonprofits, service providers, neighborhood representatives and the religious community. An activity was conducted to gather their input on the main categories of community development available for grant funding. The participants indicated an activity they felt should be funded on a post-it note and then placed the note under the most appropriate category. The list below includes the area of interest identified:

The final steps of citizen participation were the 30-day public comment period and public hearings held by the Community Development Act Advisory Committee and the City Commission. Information related to these events is outlines below:

Citizen Participation Outreach

Mode of Outreach:	<u>30-Day Public Comment Period</u>
Target of Outreach:	Nonprofits, local funders, neighborhood organizations, City residents, 2019 applicants and any other stakeholders
Response/Attendance Comments Received:	Responses received during the comment period addressed support of affordable housing, homeless prevention, Continuum of Care, housing for prisoner returnees and encouraged accessibility improvements for both housing and infrastructure.
Comments not accepted:	All comments were accepted

Mode of Outreach:	<u>Community Development Act Advisory Committee Public Hearing (3/21/19)</u>
Target of Outreach:	Nonprofits, local funders, neighborhood organizations, City residents, 2019 applicants and any other stakeholders
Response/Attendance	Twelve individuals were in attendance.
Comments Received:	There was general support of priorities, goals and objectives. Discussions were centered on the plan still being in the draft format. City staff explained that the plan would remain in draft format until HUD notified the City of Kalamazoo of its 2019 allocation. Once submitted to the City Commission the Commission would vote to forward giving permission to make the necessary changes upon receipt of HUD's 2019 allocation
Comments not accepted:	All comments were accepted

Mode of Outreach:	<u>City Commission Public Hearing (5/6/2019)</u>
Target of Outreach:	Nonprofits, local funders, neighborhood organizations, City residents, 2019 applicants and any other stakeholders
Response/Attendance:	Two CDAAC members were in attendance.
Comments Received:	Comments received were centered on the Consolidated Plan and the inability for citizens to be able to property prior to Landbank purchasing.
Comments not accepted:	All comments were accepted

Table 4. Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish, Chinese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	.	Written comment receive suggesting the city Analysis to Impediments be completed along with the City's ConPlan and notice for Public Hearing be shared by other means than the internet, newsprint and posting. Also suggested public hearing not be held at City Hall	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2.	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish, Chinese Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No one attended or provided oral or written comments. Therefore, no response was required.	No one provided oral or written comments.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3.	CDAAC Public Hearing	Non-targeted Broad Community Community Stakeholders Database List	The first public hearing was held by the Community Development Act Advisory Committee on March 21, 2019. A total of twelve persons attended including CDAAC members and City staff.	Attendees were in support of the Consolidated Plan priorities and the Action Plan allocation of funds. Most of the concerns noted were for the use of program income.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	City Commission Public Hearing	Non-targeted Broad Community Community Stakeholders Database List	Community Planning and Development presented the draft consolidated plan to the City of Kalamazoo City Commissioners on May 6, 2019 at 6:30pm. During that presentation the City staff presented the overall funding amounts, the steps taken to solicit public feedback and input on the plan, and answered questions from Commissioners and attendees.	The comments at the City Commission public hearing also were related to the Consolidated Plan and inability for citizens to have purchase property prior to Landbank.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Consolidated Plan Housing Needs Assessment is a look at the City of Kalamazoo's needs for housing assistance throughout the community. This section includes data that describes levels of housing need by income range, family type, and type of housing problems.

Data and tables provided throughout this section are in most cases pre-populated by HUD as a data output from the HUD Integrated Disbursement and Information System (IDIS). This data is required to complete the Consolidated Plan and is not available through alternate sources.

The Comprehensive Housing Affordability Strategy (CHAS) 2000 and 2010 data provided by HUD was utilized, depending on the available data source. In addition, the U.S. Census and American Community Survey data was used to complete this section. Consultation with local housing agencies and other City documents were also considered.

The Housing Needs Assessment portion of this document evaluates the City's current needs for housing assistance for the following income groups based on area median income (AMI):

Very Low Income (0-30 percent AMI)

Low Income (30-50 percent AMI)

Moderate Income (50-80 percent AMI)

Area median income is based on the 2018 HUD Income Limits Documentation System which became effective on April 01, 2018.

COVID-19

It is anticipated, due to the global pandemic of the coronavirus (COVID-19), that basic needs are the upmost need in the community. At the time of the amendment to this plan, the most four prevalent needs were food, housing, safety for our citizens and small business assistance. Agency needs are staffing, operating costs, and limited interaction with citizens due to lack of virtual platforms/access.

Table 5. 2018 HUD Income Limits

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Kalamazoo-Portage, MI MSA	\$73,900	Very Low (50%) Income Limits (\$) Explanation	25,900	29,600	33,300	36,950	39,950	42,900	45,850	48,800
		Extremely Low Income Limits (\$)* Explanation	15,550	17,750	21,330	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	41,400	47,300	53,200	59,100	63,850	68,600	73,300	78,050

Source: HUD Data Sets, effective 01/27/2019

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

This section of the Consolidated Plan details the characteristics of the City of Kalamazoo's households and housing stock. The data provide an estimated number and types of families in need of housing assistance by income levels, tenure type, and household type, and by housing problem (costs burdened, severely cost burdened, substandard housing, overcrowding, or geographic concentration of racial/ethnic groups). This section also integrates needs determined from consultation and public outreach.

Demographics	Base Year: 2000	ACS-Most Recent Year: 2017	% Change
Population	77,145	75,807	-1.7
Households	31,798	28,996	-8.9
Median Income	\$31,189.00	\$51,945	49.9%

Table 6 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), ACS (Most Recent Year)

Demographics: The following three tables represent

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	6,345	4,465	5,235	2,450	9,535
Small Family Households	1,610	1,210	1,705	925	4,135
Large Family Households	300	275	235	135	515
Household contains at least one person 62-74 years of age	705	630	665	365	1,670
Household contains at least one person age 75 or older	359	510	525	165	920
Households with one or more children 6 years old or younger	1,220	615	639	340	660

Table 7 - Total Households Table

Data Source: 2008-2012 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	60	50	40	0	150	30	0	25	0	55
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	10	85	40	10	145	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	35	65	20	0	120	20	70	15	10	115
Housing cost burden greater than 50% of income (and none of the above problems)	3,465	880	200	0	4,545	525	420	75	50	1,070

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	450	1,400	1,255	40	3,145	165	530	655	155	1,505
Zero/negative Income (and none of the above problems)	525	0	0	0	525	130	0	0	0	130

Table 8 – Housing Problems Table

Data 2008-2012 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,570	1,080	305	10	4,965	575	485	120	60	1,240
Having none of four housing problems	1,245	1,950	3,055	1,300	7,550	295	945	1,755	1,080	4,075
Household has negative income, but none of the other housing problems	525	0	0	0	525	130	0	0	0	130

Table 9 – Housing Problems 2

Data 2008-2012 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,055	730	279	2,064	135	295	295	725
Large Related	150	70	30	250	65	60	65	190
Elderly	489	255	153	897	199	350	235	784
Other	2,285	1,360	1,030	4,675	330	255	150	735
Total need by income	3,979	2,415	1,492	7,886	729	960	745	2,434

Table 10 – Cost Burden > 30%

Data 2008-2012 CHAS
Source:

Cost Burden 30%

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	870	220	4	1,094	120	95	10	225
Large Related	150	20	0	170	35	20	0	55
Elderly	284	80	34	398	115	165	45	325
Other	2,210	570	170	2,950	270	145	20	435
Total need by income	3,514	890	208	4,612	540	425	75	1,040

Table 11 – Cost Burden > 50%

Data 2008-2012 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	65	95	55	10	225	0	25	15	0	40

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	25	0	0	25	20	45	4	0	69
Other, non-family households	0	30	10	0	40	0	0	0	10	10
Total need by income	65	150	65	10	290	20	70	19	10	119

Table 2 – Crowding Information – 1/2

Data Source: 2008-2012 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 3 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

The data provided by HUD does not indicate single person households. Only, small related, large related, single-family and multi-family are designated.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Based on the tables provided above, we can estimate that approximately 5000 renters and 1300 owners are experiencing a housing problem. The 2008 – 2012 American Community Survey indicates there are 10,640 persons in Kalamazoo who are disabled, which is approximately 14 percent of the total population. Based on this percentage there are approximately 4451 households with a disabled person who are experiencing a housing problem.

According the 2017 Michigan Incident Crime Reporting, there were 3,685 incidences of domestic violence in Kalamazoo County.

As can be expected, the households that make 30 percent or less of the area median income are most affected. A household of four that make 30 percent of the area median income has earnings of \$17,750. The fair market rents for a two bedroom apartment in Kalamazoo is \$715. For a year, this

equates to \$8,580, which is 48 percent of the household income without considering utilities and other housing expenses.

What are the most common housing problems?

Some of the most common housing problems in the City of Kalamazoo consist of severe rent burden, families being able to find safe and affordable, low housing stock and nimby communities (not in my backyard) not wanting to low income housing in their communities.

Are any populations/household types more affected than others by these problems?

The populations/household types that are more affected than others by these problems are those severely low income families.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Those households that pay 50 percent or more of their income towards housing are at the highest risk of becoming unsheltered. According to the HUD data provided, there are approximately 2,625 households who make 80 percent or less of the area median income that also have children present who are six and under. This is 15 percent of the total number of low income households. Applying this percentage to the number of households that pay 50 percent or more of their income towards housing equates to approximately 962 households with children present.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

It is difficult to estimate the total numbers of individuals and families at imminent risk of becoming homeless. However, there are a number of situations where a family or an individual can be considered precariously housed and at imminent risk of homelessness. These situations include imminent eviction, very low income and very high rent burdens, substandard housing, overcrowded conditions, and a recent episode of homelessness.

Discussion

As more and more seniors face economic insecurity, they become vulnerable to poor and unstable housing conditions and can become at risk for homelessness.

A large number of seniors have incomes slightly above the level to qualify for government subsidized housing, but inadequate to meet their housing needs. This creates a severe disadvantage for this population in opting for market-rate housing. Additional subsidized housing programs will make housing more affordable for this group of seniors. As mentioned above, subsidized housing assistance significantly decreases the rent burden for single elderly households. Many elderly are also affected by very low rental vacancy rates as waiting lists for certain housing programs can be years long. These problems will likely worsen with the projected increase in the elderly population.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

When the members of racial or ethnic group experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole their need assistance increases. Per the regulations at 91.205(b)(2), 91.305(b)(2), and 91.405, a grantee must provide an assessment for each disproportionately greater need identified. Although the purpose of these tables is to analyze the relative level of need for each race and ethnic category, the data also provide information for the jurisdiction as a whole that can be useful in describing overall need.

As defined by HUD, housing problems include:

- Substandard housing lacking complete plumbing facilities
- Substandard housing lacking complete kitchen facilities
- Overcrowded households with 1.01 to 1.5 people per room, excluding bathrooms, porches, foyers, halls, or half-rooms
- Households with housing cost burden greater than 30% of income

This section covers the following:

1. *Disproportionately Greater* Housing Problems 0-30% Area Median Income (AMI)
2. Disproportionately Greater Need Housing Problems 30-50% AMI
3. Disproportionately Greater Need Housing Problems 50-80% AMI
4. Disproportionately Greater Need Housing Problems 80-100% AMI
5. Discussion

This section has four tables that capture the number of housing problems by income, race, and ethnicity. Each table provides data for a different income level (0-30%, 30-50%, 50-80%, and 80-100% AMI). The default data source is the 2012 Comprehensive Housing Affordability Strategy (CHAS) data developed by HUD.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,760	930	655
White	2,730	305	350
Black / African American	1,405	520	160
Asian	185	0	55
American Indian, Alaska Native	24	0	0
Pacific Islander	0	0	0
Hispanic	265	75	25

Table 4 - Disproportionally Greater Need 0 - 30% AMI

Data 2008-2012 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,495	965	0
White	2,240	665	0
Black / African American	910	220	0
Asian	60	0	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	150	50	0

Table 5 - Disproportionally Greater Need 30 - 50% AMI

Data 2008-2012 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,335	2,900	0
White	1,725	1,935	0
Black / African American	395	690	0
Asian	65	40	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	115	180	0

Table 6 - Disproportionally Greater Need 50 - 80% AMI

Data 2008-2012 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	265	2,185	0
White	140	1,675	0
Black / African American	90	300	0
Asian	20	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	10	145	0

Table 7 - Disproportionally Greater Need 80 - 100% AMI

Data 2008-2012 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

The data demonstrates an inverse relationship between income and housing problems among the income groups within the 0 – 100% AMI range. Generally, all racial and ethnic income groups experience greater rates of housing problems as lower incomes. The low occurrence of disproportionately greater needs among racial and ethnic subpopulations indicates that housing problems are more closely associated with income than with race or ethnicity.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Certain subpopulations of households within the community may experience severe housing problems more often than the general population. Housing problems include the lack of complete kitchen or plumbing facilities, severe overcrowding (more than 1.5 persons/room), and cost burden greater than 50%. A disproportionately greater need exists when the rate of severe housing problems experienced by a particular racial or ethnic group is at least ten percent greater than the rate experienced by that category of the population as a whole.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,145	1,540	655
White	2,350	685	350
Black / African American	1,245	680	160
Asian	165	20	55
American Indian, Alaska Native	20	4	0
Pacific Islander	0	0	0
Hispanic	230	110	25

Table 8 – Severe Housing Problems 0 - 30% AMI

Data Source: 2008-2012 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,565	2,895	0
White	1,080	1,825	0
Black / African American	340	790	0
Asian	15	45	0
American Indian, Alaska Native	15	10	0
Pacific Islander	0	0	0
Hispanic	75	125	0

Table 9 – Severe Housing Problems 30 - 50% AMI

Data 2008-2012 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	425	4,810	0
White	345	3,310	0
Black / African American	60	1,025	0
Asian	0	105	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	275	0

Table 10 – Severe Housing Problems 50 - 80% AMI

Data 2008-2012 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	70	2,380	0
White	20	1,790	0
Black / African American	50	345	0
Asian	0	30	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	160	0

Table 11 – Severe Housing Problems 80 - 100% AMI

Data 2008-2012 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Race and ethnicity do not always prove to be a good predictor of severe housing problems. Income proves a better predictor of severe housing problems. The data indicates a clear inverse relationship between income and severe housing problems across the population of the jurisdiction as a whole and within each racial/ethnic sub population.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section of the Plan will review disproportionate greater need of housing cost burdens. The following table displays cost burden information for the City of Kalamazoo and each racial and ethnic group, including no cost burden (less than 30 percent), cost burden (30-50 percent), severe cost burden (more than 50 percent), and no/negative income.

As the data indicates, there are a large number of households who are cost burdened within their current housing situation (16,520). White households have the highest number of cost burdened households within the City of Kalamazoo with 12,365 households. Black/African American households are second with 2,825 households.

Of the homes that are cost burdened, a very high number of these households are severely cost burdened. These households are considered to be severely cost burdened.

With the exception of single-parent households, elderly headed households pay a higher percentage of their income for housing than the rest of the City's population.

Elderly headed households are second only to single-parent households in paying a higher percentage of their income for housing than the rest of the City's population. Elderly renters have lower household incomes than owners, and their income levels continue to decrease with age, putting them at high risk of displacement. Seniors are faced with greater risks associated with displacement due to income losses and low fixed incomes, high housing costs, competing healthcare expenditures, and physical limitations that must be addressed by in-home care or structural modifications, which leaves many seniors in financial need.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	16,520	5,095	5,735	675
White	12,365	3,380	3,535	350
Black / African American	2,825	1,140	1,560	180

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Asian	235	170	170	55
American Indian, Alaska Native	4	10	35	0
Pacific Islander	0	0	0	0
Hispanic	785	235	270	25

Table 12 – Greater Need: Housing Cost Burdens AMI

Data 2011-2015 CHAS

Source:

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

As indicated in the previous sections, several racial or ethnic groups were identified as having a disproportionately greater housing need in comparison to the household need as a whole.

The indicators of housing need conspicuously missing are any that report on physical building and housing unit condition problems, including 1) dilapidation, 2) maintenance deficiencies, or 3) building structural defects. Since a large number of the households of city residents reside in housing that was built before 1960, these are problems of urgent housing need in the City. One indicator, Physically Poor, incorporates all three, in addition to incomplete kitchen/plumbing facilities measured above: It includes any housing unit that is in a dilapidated building, lacks complete kitchen and/or plumbing facilities, has four or more maintenance deficiencies, or is in a building with three or more types of building defects. In the City, a large number of renter occupied units are Physically Poor, with African/Americans and Hispanics) living in Physically Poor housing at higher rates. These two groups are the highest numbers of all renter households, and they inhabit the highest Physically Poor units. This is a disproportionate need.

If they have needs not identified above, what are those needs?

Needs addressed

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Of the racial and ethnic groups having a disproportionate greater need, only the Hispanic community is more centralized in one neighborhood. Around 7.1 percent of Kalamazoo's population is Hispanic. Of this percentage, approximately 59 percent live in the Edison Neighborhood. The city continues to make concerted efforts to invest in upgrading, rehabilitating and constructing new affordable housing in these areas.

NA-35 Public Housing – 91.205(b)

Introduction

The Consolidated Plan must provide a concise summary of needs of public housing residents. Information should be collected through consultations with the public housing agency or agencies located within the City's boundaries. The City of Kalamazoo and Kalamazoo County contain no public housing and therefore do not have a Public Housing Authority.

The City of Kalamazoo does not have public housing. However, Kalamazoo County does have a Public Housing Commission primarily for the purpose of administering housing vouchers for the area..

Housing vouchers administered are:

- Certificate: The total number of Section 8 certificates administered
- Mod-Rehab: The total number of units in developments that were funded under the moderate rehabilitation program administered locally
- The total number of Section 8 vouchers administered (project based plus tenant based)
- Special Purpose: Veterans Affairs Supportive Housing: The HUD–Veterans Affairs Supportive Housing program combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the U.S. Department of Veterans Affairs (VA)
- Special Purpose: Family Unification Program: Family Unification Program funding is allocated through a competitive process
- Special Purpose: Disabled: In this context, disabled includes non-elderly disabled, mainstream 1-year, mainstream 5-year, and nursing home transition
- Housing Choice Voucher

The following three tables provide an in depth look at voucher totals, characteristics of participants, and race.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	344	0	23,858	898	22,453	318	0	113

Table 13 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	8,236	0	10,907	8,600	10,983	9,522		0
Average length of stay	0	3	0	6	1	6	0		0
Average Household size	0	1	0	2	1	2	1		0
# Homeless at admission	0	0	0	104	30	21	53		0
# of Elderly Program Participants (>62)	0	52	0	3,469	168	3,229	29		0
# of Disabled Families	0	209	0	8,327	317	7,816	85		0

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Families requesting accessibility features	0	344	0	23,858	898	22,453	318	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 14 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	182	0	11,658	444	10,987	91	0	85
Black/African American	0	159	0	11,802	420	11,105	226	0	28
Asian	0	0	0	101	4	97	0	0	0
American Indian/Alaska Native	0	3	0	262	25	234	1	0	0
Pacific Islander	0	0	0	35	5	30	0	0	0

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 15 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

T

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	18	0	692	37	643	6	0	0
Not Hispanic	0	326	0	23,166	861	21,810	312	0	113
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 16 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnic Composition of Residents for Public Housing. The ethnic group defined as “Not Hispanic” by far utilizes more of the current in use vouchers. The vast majority of vouchers used are tenant based residents.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 requires that 5 percent of all public housing units be accessible to persons with mobility impairments and another 2 percent be accessible to persons with sensory impairments. While the City of Kalamazoo does not have public housing, it does have housing that has been subsidized. Approximately 24 complexes or scattered site developments provide around 180 accessible units.

Waiting List

The waiting list for homeless is 184 and the Housing Choice Voucher is 1026. The number of persons waiting exceeds the number of vouchers currently available in the county.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The City of Kalamazoo does not have a public housing authority or public housing units. Michigan State Housing Development Authority (MSHDA) maintains Section 8 and other subsidized housing waiting list. According to staff at the Authority, Kalamazoo currently has 184 on the “homeless list”. The total HUD allocation for voucher for Kalamazoo county is 1062 (Project Based 133, Tenants Based 918, VASH 60, Moving Up 50, FUP 48, and NED(disabled) 90).

How do these needs compare to the housing needs of the population at large

Based on the information provided, there seems to be a correlation between a resident’s race, income and disability status and the need for housing assistance through these various public housing program types. The data indicates that both White and Black/African American households have a high demand for the identified program types. Among racial groups, tenant based housing is the most common type of assistance.

Families identified as “Families with Disabilities” have a high need for tenant based housing, while at the same time being in need of improved accessibility within existing housing.

Discussion

Affordable housing is an ongoing issue for Kalamazoo, particularly those of extremely low and very low incomes. More than 44 percent of the households in Kalamazoo are experiencing a housing cost burden, which indicates a continued need for affordable and subsidized housing.

NA-40 Homeless Needs Assessment – 91.205(c) – Add Information

Introduction:

The Local Initiatives Support Corporation (LISC) is a national non-profit with a focus on community development. The Continuum of Care of Kalamazoo County is operated as a compliment to the LISC Sustainable Communities Initiative. This collaboration of nonprofit, business, governmental, education, health, human service, advocacy entities, and constituent groups work towards creating a comprehensive and integrated approach to end homelessness and insure permanent housing for low income people.

Collaboration occurs in strategic planning meetings with partners, and with the work of volunteers serving on the:

The Allocations and Accountability Team (A Team):

HMIS Data User Group (Data Team)

Systems of Care (SOC) Committee

The LISC Local Advisory Board serves as the governing body for the Continuum of Care.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	6	76	3065	0	0	0
Persons in Households with Only Children	5	5	950	0	0	0
Persons in Households with Only Adults	156	279	1180	0	0	0
Chronically Homeless Individuals	41	48	41	0	0	0
Chronically Homeless Families	41	35	38	0	0	0
Veterans	1	22	49	0	0	0
Unaccompanied Child	12	62	15	0	0	0
Persons with HIV	0	2	0	0	0	0

Table 17 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is rural:

The homeless data represents Kalamazoo County

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The following data identifies homeless individuals and families, families with children, veterans and their families, and unaccompanied youth for the 2018 point-in-count.

County	Overall Unduplicated Category 1 Homeless	Adult Single (25 and Over)	Total Unaccompanied Youth (18-24)	Unaccompanied Youth (Under 18)	Total Adults in Families	Total Children in Families	Total Veterans	Total Seniors (55+)
Kalamazoo	3065	1180	175	62	1033	950	68	306
Sum (duplicated):	3065	1180	175	62	1033	950	68	306
Consumers Served in Multiple CoCs	0	0	0	0	0	0	0	0
Unduplicated Count	3065	1180	175	62	1033	950	68	306

The following data identifies chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

County	Overall Unduplicated Chronic Homeless	Adult Single	Total Unaccompanied Youth	Total Adults in Families	Total Chronic Veterans	Total Seniors
Kalamazoo	176	143	5	47	4	34
Sum (duplicated):	176	143	5	47	4	34
Consumers Served in multiple CoCs	0	0	0	0	0	0
Unduplicated Count	176	143	5	47	4	34

Nature and Extent of Homelessness:

Race:	Sheltered:	Unsheltered (optional)
White (HUD)	935	
Black or African American (HUD)	1853	
Asian (HUD)	14	
American Indian or Alaska Native	0	
Native Hawaiian or Other Pacific Islander (HUD)	6	
Ethnicity		
Hispanic	153	
Non Hispanic	2808	

Data Source

Comments: 2018

HMIS

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

In 2018, there were 2861 individuals, either adults or children, in families (former households) that were tracked by HMIS for the Kalamazoo Continuum of Care. This number had decreased from the 2017 count by 1128 individuals. Approximately 33 percent of these individuals were children. Of those children, only 3.45 percent were over the age of 15. The majority were 14 years of age or younger. Of the adults in households, approximately 52 percent were female indicating that most families seeking assistance are single parent households. During a 2018 point-in-time survey conducted 64.11 percent of homeless individuals counted were persons within a family unit (adults and children). Veterans Over the past couple of years, there has been increased attention within the Department of Housing and Urban Development and the Veterans Administration to end homelessness amongst our nations' veterans. During the 2018 calendar year, a total of 154 veterans in the Kalamazoo area were counted in HMIS, of which 184 were homeless. The total number of homeless veterans counted in 2018 increased by 20 percent from the 2017 count. Veterans seeking services remained predominantly male (90 percent), however females seeking services tended to be younger than their male counterparts. The average age of female vets seeking services was 36 years old, while the average age of male vets seeking services was 52 years old. Most veterans served appeared to be single (161), as compared to veterans in families (30). Over half of the vets seeking services had disabilities (53 percent). 3

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

During 2018, the majority (61.83 percent) of the homeless population in the Kalamazoo area reported as Black or African American. A smaller percentage (34.43 percent) reported as White. Less than five percent reported as other races. Of adults, 58 percent were Black or African American adults in families and 38 percent of adults in families reported as White. Of single adults, 45 percent reported as Black or African American, while 49 percent reported as White. No data was available for ethnicity or for shelter/unsheltered status.

Chronically Homeless

Race	Total	Percentage
Black or African American (HUD)	98	55.68%
White (HUD)	68	38.64%
American Indian or Alaska Native (HUD)	9	5.11%
Native Hawaiian or Other Pacific Islander (HUD)	1	0.57%
Sum:	176	
	Percentage:	100.00%

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

During the Point-In-Count, Blacks represented the racial group with the highest incidence of homelessness (180 total), followed by Whites (29) and then Multiple (25). There were 1 person identified as American Indian or Alaska Native. It is also important to note that while these figures do provide some indication of the racial/ethnic composition of the homeless population in the region, these figures are based on a survey and it is certainly possible that some populations may be underreported.

Chronically Homeless

Project Type Formula	Total Chronic
Coordinated Assessment (HUD)	24
Emergency Shelter (HUD)	90
Homelessness Prevention (HUD)	0
Other (HUD)	14
PH - Housing only (HUD)	1
PH - Housing with services (no disability required for entry) (HUD)	0
PH - Permanent Supportive Housing (disability required for entry) (HUD)	27
PH - Rapid Re-Housing (HUD)	4
Services Only (HUD)	5
Street Outreach (HUD)	68

Transitional housing (HUD)	0
Unduplicated Count:	176

Discussion:

Nearly 3065 people in the Kalamazoo area are at one point homeless. The majority of these people were in households with at least one adult and one child, and the number of homeless people in families is increasing.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The Non-Homeless Special Needs Assessment describes, to the extent practicable, the housing needs of persons who are not homeless but require supportive housing. Non-Homeless Special Needs includes but is not limited to:

- The elderly (defined as 62 and older);
- The frail elderly (defined as an elderly person elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework);
- Persons with mental, physical, and/or developmental disabilities;
- Persons with alcohol or other drug addiction;
- Persons with HIV/AIDS and their families; and
- Victims of domestic violence, dating violence, sexual assault, and stalking.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly: According to the U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates there are 2902 disabled individuals over the age of 65 living in the City of Kalamazoo. Due to age, the frail elderly may be unable to care for themselves adequately and may have one or more disabilities or need assistance to perform the routine activities of daily life.

According to the 2017 American Community Survey In terms of poverty, approximately 37.9 percent of the elderly living in the City of Kalamazoo lives below the poverty level. This indicates that approximately 2795 residents over the age of 62 are experiencing some form of housing problem and may require some form of housing assistance.

Mental, Physical, and/or Developmental Disabilities: The specific number of disabled persons currently living within the City of Kalamazoo cannot be determined, however, U.S. Census data may provide an approximate number for consideration. The 2017 American Community Survey shows approximately 12.6 percent of the civilian non-institutionalized population in the City of Kalamazoo had some kind of disability. Of the youth (under 18 years of age), approximately 453 had some type of disability, as well as 6271 of the working age residents (18 to 64 years of age). Of the elderly, approximately 7180 had some kind of disability, the majority of which were ambulatory.

The lack of data on housing needs of individuals with special needs, severely limits the ability to adequately assess housing needs among special populations. There is not a sufficient way to precisely measure housing needs among special populations separately from the housing needs of the general population.

Alcohol or Other Drug Addiction: Alcohol and other drug abuse are defined as having an excessive and impairing use of alcohol or other drugs, which includes addiction. The City of Kalamazoo special needs population is opioid abusers. According to Kalamazoo County Health & Community Services opioid has become an epidemic in Kalamazoo. From 2015 to 2017, the quantity and strength of retail opioids prescribed decreased by 22.6%. however, the quantity and strength of opioids prescribed in Kalamazoo County in 2017 was 3.2 times higher than the 1999 national average.

HIV/AIDS: According to the 2019 Michigan Department of Community Health Biannual HIV Surveillance Report for Kalamazoo County there are currently, there are an estimated 450 persons living in Kalamazoo County with HIV, 182 in stage 3 and 200 non stage 3.

What is the housing and supportive service needs of these populations and how are these needs determined?

The needs for the following populations have been determined through organizational outreach and data collection of local/state wide statistics. Information is the most recent available. Needs were also identified through community focus groups and a survey.

Elderly

A large percentage of the population 65 and over are living either in their own household, a relatives household, or a non-relatives household. This means that the population 65 and over not living in households, are residing in facility care. From the data provided and information gathered at community meetings, the need to retrofit elderly homes was identified. Retrofitting a home for accessibility increases the probability of an elderly person remaining in their own home and not being forced into facility care. Rehabilitation for accessibility is often costly, so lack of funding is a challenge to addressing this need. The United States of Aging Survey (2015) nationally polled the population 60 and over and identified that the top needs of the elderly included physical and mental health services, education

and outreach for protecting themselves against financial scams, and access to affordable housing.

Persons with Disabilities

Needs identified for person with disabilities, included transportation, employment, elementary through postsecondary transition, self-advocacy, increased access to services and supports, and housing. Further, community meetings in the City of Tampa revealed ADA accessibility modifications as a priority need.

Alcohol/Drug Abuse

Kalamazoo need to address alcohol and drug abuse increases annually with meth being the number one drug of choice. Therefore, there is a need to reduce the impact of substance abuse by implementing evidenced-based approaches to prevention and promoting recovery support services for this population. For substance abuse, priority needs are:

- Treatment Services: assessment, counseling, case management, and support.
- Recovery Support Services: transitional housing, life skills training, parenting skills, and peer-based individual and group counseling.
- Prevention Services: education and outreach.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible metropolitan Statistical Area:

According to the 2019 Michigan Department of Community Health Biannual HIV Surveillance Report for Kalamazoo County there are currently, there are an estimated 450 persons living in Kalamazoo County with HIV, 182 in stage 3 and 200 non stage 3.

NA-50 Non-Housing Community Development Needs – 91.215 (f) –

Describe the jurisdiction's need for Public Facilities:

Public facilities are not defined by either the CDBG statute or the grant regulations. However, in the CDBG program, public facilities are broadly interpreted to include all improvements and facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated so as to be open to the general public. New public facilities are not a high priority for the City of Kalamazoo.

How were these needs determined?

The need for public facilities was determined through discussions with internal City departments, the Community Needs Survey and the neighborhood outreach meetings. While youth centers, park and recreational facilities and child care centers received some attention through the Survey and the meetings, they were ultimately not considered the highest priority.

Describe the jurisdiction's need for Public Improvements:

Public improvements are similarly broadly defined as those facilities that are publicly owned. Street and sidewalk improvements and improvements to existing parks received priority in the Consolidated Plan.

How were these needs determined?

Street and sidewalk improvements were included in the Consolidated Plan because of the overwhelming need in the City to improve this infrastructure. The capital improvement project budget is struggling to keep up with needed repairs. This is particularly true within the core neighborhoods, which are CDBG-eligible. Improvements to City infrastructure, including parks, were a high priority at many of the neighborhood meetings and in the Community Needs survey.

Describe the jurisdiction's need for Public Services:

The City of Kalamazoo strives to make available the benefits of efficient public improvements and infrastructure in order to ensure the highest possible quality of life to its residents. Public service needs in the City of Kalamazoo encompass the gamut of social services. Typical past requests included financial literacy, child care, after school programs, homeless assistance, fair housing activities, legal aid, support for the disabled, crime prevention and senior services.

As for the city's infrastructure during periods of heavy rainfall, the cCity experiences severe flooding and although a lot of remediation and mitigation work has occurred there still remain a need for new and/or improved drainage.

For the duration of the Consolidated Plan, the City of Kalamazoo will continue to focus on fair housing activities to support the Assessment of Fair Housing Plan; crime prevention; support of the Continuum of Care to end homelessness; youth programs to ensure the development of well-adjusted and productive adults; reduction in homelessness, and infrastructure improvements.

How were these needs determined?

The public services supported by the priorities and goals were determined through the plan process developed to assist the City in reaching focus for the Consolidated Plan. Not all public service activities outlined by City residents in the stakeholder and neighborhood meetings and the Community Needs Survey could be addressed. Crime prevention, affirmatively furthering fair housing and youth programs are all important functions of the City. The support of the Continuum of Care is to ensure leadership in ending homelessness in Kalamazoo.

ADDITIONAL NON-HOUSING COMMUNITY DEVELOPMENT NEEDS

Capacity Building

Community Arts Development

The Department of Cultural Affairs (DCLA) believes that cultural organizations need strong leadership, mission-directed strategies, and stable finances in order to provide sustainable programming and serve as a vital presence in their communities. Kalamazoo's Art's Council and Black Arts and Cultural Center provide a number of art exhibitions that addresses cultural creativity. Peer-to-Peer mentoring allows the sharing ideas and views that help shape cultural expressions across the board. Annual festivals, quarterly art hops, theatres, film series, classes and workshops provides opportunities for self- expressions that empowers participants.

The City of Kalamazoo will continue supporting cultural affairs that address the growth of the city's artists, arts organizations, cultural programming and development.

Planning

The City Planning and Development will continue priority planning activities for 2019 through 2023 by advancing neighborhood planning activities and land use policy initiatives for public review that promote housing and affordability, economic development, sustainability, and neighborhood quality of life to foster a more equitable City of Kalamazoo. Activities also include advising other agencies and the public on strategic and capital planning, providing policy analysis and technical assistance, and preparing data relating to housing, transportation, community facilities, demography, zoning, urban design, , and public open space.

Clearance

The city's has the authority to perform emergency demolitions when an owner fails to so. Code requires the treatment of any structure that may become "dangerous or unsafe, structurally or as a fire hazard, Priority Needs Analysis.

There are two general routes by which a property may be added to city's demolition workload. First, the Department may require immediate demolition for seriously hazardous buildings that pose an imminent threat. For buildings that are structurally unsound but where conditions do not rise to the same hazardous level, the city may initiate an Unsafe Building proceeding. The City may issue a Precept, which is an order to correct the condition. If an owner fails to respond to the precept, it will get referred. The Demolition Program has no control over its workload.

Economic Development

During the time period 2019-2023, the City will continue to support community-based development organizations (CBDOs), local development corporations (LDCs), and merchant associations, throughout the City in the execution of revitalization projects that make commercial corridors more vibrant places to live, work, shop, and be entertained in. The City will assist organizations to attract/retain businesses, organize merchants, build the capacity of existing merchants associations, promote business offerings to local residents, and execute façade improvement programs. Using City funds, the City will target commercial revitalization opportunities and projects in low to moderate communities/commercial clusters as well as unserved and underserved CD-eligible neighborhoods throughout the City f Kalamazoo.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The purpose of the Market Analysis is to provide a clear picture of the environment in which the City of Kalamazoo must administer its programs over the course of the Consolidated Plan. In conjunction with the Needs Assessment, the Market Analysis will provide the basis for the Strategic Plan and the programs and projects to be administered.

Most of the data tables in this section are populated with a default data set based on the most recent data available from HUD. Additional data has been obtained from various sources, including more current American Community Survey (ACS) estimates and local data sources from the City of Kalamazoo and Kalamazoo County.

This section is based on HUD regulations and covers the following broad topics:

General Characteristics of the Housing Market – The general characteristics of the City’s housing market, including supply, demand, and condition and cost of housing, are described in the following sections: Number of Housing Units; Cost of Housing; and, Condition of Housing.

Lead-based Paint Hazards – The Condition of Housing section provides an estimate of the number of housing units within the City of Kalamazoo that are occupied by low or moderate income families that contain lead-based paint hazards.

Public and Assisted Housing – A description and identification publicly assisted housing units in the City of Kalamazoo is provided in the Public and Assisted Housing section. This narrative details the physical condition of such units, the restoration and revitalization needs, Section 504 needs, and the strategy for improving the management and operation of public housing and for improving the living environment of low and moderate income families living in public housing.

Assisted Housing -- The information collected in the Number of Housing Units section describes the number and targeting (income level and type of family served) of units currently assisted by local, state, or Federally funded programs and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason, such expiration of Section 8 contracts.

Facilities, Housing, and Services for Homeless Persons – A brief inventory of facilities, housing, and services that meet the needs of homeless persons within the City is provided in the Homeless Facilities and Services section.

Special Need Facilities and Services – The Special Needs Facilities and Services section describes the facilities and services that assist persons who are not homeless, but who require supportive housing and programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing – This section provides an assessment of the regulatory barriers to affordable housing that exist within the City of Kalamazoo. These regulatory barriers may include tax policies affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and policies that affect the return on residential investment.

This market analysis identifies the need to preserve existing affordable housing opportunities while advancing efforts to create a diverse supply of additional affordable units. Ultimately, Kalamazoo is working to ensure that a mix of housing types exists within each community to accommodate households of all types and income levels. The City housing strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Kalamazoo is principally single-family and owner-occupied (50%). The majority of multi-family units are located in medium (5 to 19 units) or large (20 or more units) buildings, and the highest concentrations of such buildings are in areas around the urban core of Kalamazoo. With a high percentage of the City's population living in poverty, the need for more affordable housing, both owner- and renter-occupied, is strong throughout the community.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	15,550	48%
1-unit, attached structure	1,360	4%
2-4 units	4,185	13%
5-19 units	6,035	19%
20 or more units	4,750	15%
Mobile Home, boat, RV, van, etc	405	1%
Total	32,285	100%

Table 18 – Residential Properties by Unit Number

Data Source: 2008-2012 ACS

Of the 13,217 owner-occupied units in the City, 72% consist of three or more bedrooms. This is in stark comparison to renter-occupied units, of which only 28% include three or more bedrooms. One- and two-bedroom units are the smallest category of owner-occupied housing, but the majority of renter households live in these types of units.

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	575	4%
1 bedroom	380	3%	4,715	30%
2 bedrooms	3,145	25%	6,145	39%
3 or more bedrooms	8,935	72%	4,135	27%
Total	12,460	100%	15,570	100%

Table 19 – Unit Size by Tenure

Data Source: 2008-2012 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City of Kalamazoo and Kalamazoo County contain no public housing and therefore do not have a Public Housing Authority. However, Kalamazoo County has a Public Housing Commission with the responsibility of administering the Section 8 housing voucher program for the area. The Public Housing Commission also provides services related to affordable housing for the general region.

The lack of affordable housing in the City or County is a major obstacle for residents. This lack of affordable housing particularly affects low- and moderate-income households, seniors, people with disabilities, single head of households, and young adults. To foster the development of affordable housing, the City utilizes HOME resources to expand housing opportunities. In HUD program year 2018, the City of Kalamazoo used HOME funding to assist in the construction and rehabilitation of three new rental units for low-income families. Two existing housing units were rehabbed for low-income, two rental units were transformed in to unity for disabled residents with HOME funding.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

No units assisted with Federal, state or local programs are expected to be lost for any reason, including expiration of Section 8 contracts.

If past trends continue, where median household incomes in the City have declined and median housing prices have increased, it is likely that housing within the City will generally become less affordable to households. This could result in a loss of affordable housing from the City's current inventory. (For a more detailed assessment of the expected change of housing affordability, refer to the next section of the Plan, Cost of Housing.)

Does the availability of housing units meet the needs of the population?

A shortage of affordable housing exists for several household income groups, including low and moderate income households earning less than 80 percent AMI.

As demonstrated by the CHAS data analyzed in the Needs Assessment, more renters as a whole than owners experience one or more housing problems. However, cost- burden is a problem for both owners and renters. Affordability is a major barrier for most residents in the City, renters and homeowners.

Describe the need for specific types of housing:

There is a need for safe, sanitary, accessible, and affordable housing throughout the County. Specifically, there is a strong need for housing affordable to households earning less than 50% of the median income, and practical options are needed to ensure the availability of accessible units for the elderly and people with physical disabilities.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

This section provides an overall picture of housing costs within the City of Kalamazoo. Specifically, the section describes housing cost trends, rent trends, fair market rents, and affordability.

Cost of Housing

The cost of housing trends for the City of Kalamazoo is displayed in Table 34 below. According to the 2008-2012 American Community Survey conducted by the Census, the current median home value for Kalamazoo is \$97,600. This figure increased by 21 percent from the median home value of \$80,700 as of the 2000 Census. However, since the 2005-2009 ACS, as a result of a nation-wide housing market decline, the median home value of Kalamazoo has declined to \$ 97,600 (according to 2011 ACS 1-year estimates).

Between the 2000 Census and the 2005-2009 ACS, the median contract rent within the City increased by 19 percent, from \$476 to \$566. The median contract rent for the City has continued to increase and now stands at \$604 as of the 2010 ACS (1-year estimates).

Cost of Housing

	Base Year: 2009	Most Recent Year: 2019	% Change
Median Home Value	105,500	123,913	17%
Median Contract Rent	566	770	36%

Table 20 – Cost of Housing

Data Source: 2000 Census (Base Year), 2008-2012 ACS (Most Recent Year)

Rent Paid

The overall distribution of rents paid within the City of Kalamazoo is detailed in Table 21 below, according to 2008-2012 ACS data. Of the 15,390 total rental units within the City, the majority (10,300) have rent between \$566 and \$1,135. There are no longer a significant percentage of rental units with rent less than \$472, which no longer contribute to the affordable housing stock in the City. Less than 20 percent of the City's rental units have rents that exceed \$1,000.

Rent Paid	Number	%
Less than \$500	4,695	30.2%

Rent Paid	Number	%
\$500-999	9,400	60.4%
\$1,000-1,499	1,065	6.8%
\$1,500-1,999	225	1.5%
\$2,000 or more	170	1.1%
Total	15,555	99.9%

Table 21 - Rent Paid

Data Source: 2008-2012 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,360	No Data
50% HAMFI	4,990	2,150
80% HAMFI	11,380	4,190
100% HAMFI	No Data	5,415
Total	17,730	11,755

Table 22 - Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	540	659	810	1,106	1,229
High HOME Rent	540	659	810	1,106	1,229
Low HOME Rent	540	645	775	895	998

Table 23 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No there is not sufficient housing for extremely low- and low-income households in the City. According to CHAS data analyzed in the Needs Assessment, there are a large number of households earning between 0% and 50% of the median family income in the City.

How is affordability of housing likely to change considering changes to home values and/or rents?

According to the table above, between 2000 and 2012 the median home value and median contract rent in Kalamazoo increased respectively, after adjusting for inflation. Over the same time period, the median household income has decreased in terms of real dollars for homeowners and renters. This means that housing has become less affordable overall during the past ten years. If these trends continue, then housing affordability will become an even higher barrier for most County residents.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The City's current median contract rent stands at \$476 (according to the 2016 City-Data.com). This median contract rent is lower than the HUD Fair Market Rents and HUD HOME Rents for 2 bedroom, 3 bedroom and 4 bedroom units, as well as the HUD Fair Market Rents and HUD HOME Rents for efficiency units and 1 bedroom units (see Table 36).

Discussion

In reviewing listed data it is apparent that housing costs in the City are increasing at much faster rates than incomes. As housing construction and rehabilitation costs rise, it will be increasingly difficult to produce much needed affordable housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section describes the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing. Additionally, it provides a summary of the housing stock available to serve persons with disabilities and persons with HIV/AIDS and their families.

Definitions

For the purposes of this housing condition assessment, the City established the following definitions:

“Standard condition” – A housing unit that meets HUD Housing Quality Standards (HQS) and all applicable state and local codes.

“Substandard condition but suitable for rehabilitation” – A housing unit that contains one or more housing condition (defined below), contains a lead-based paint hazard, and/or is deemed a dilapidated or dangerous structure under Chapter 9, Article VIII of the Kalamazoo City Code, but which is both structurally and financially feasible to rehabilitate.

“Substandard condition not suitable for rehabilitation” – A housing unit that contains one or more housing condition (defined below), contains a lead-based paint hazard, and/or is deemed a dilapidated or dangerous structure under Chapter 9, Article VIII of the Kalamazoo City Code, and which is not structurally or financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,000	24%	7,935	51%
With two selected Conditions	50	0%	195	1%
With three selected Conditions	10	0%	75	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	9,400	75%	7,360	47%
Total	12,460	99%	15,565	99%

Table 24 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	404	3%	1450	9%
1980-1999	745	6%	3325	21%
1950-1979	5295	42%	6305	41%
Before 1950	6015	48%	4475	29%
TOTAL	12,459	99%	15,555	100%

Table 25 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980.	11310	91%	10780	69%
Housing units built before 1980 ⁽ⁱ⁾ with children present	619	5%	194	1%

Table 26 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2008-2012 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not suitable for Rehabilitation	Total
Vacant Units			0
Abandoned Vacant Units			0
REO Properties			0
Abandoned REO Properties			0

Table 27 - Vacant Units

Data Source: 2011-2015 CHAS

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards

As of the 2017, American Community Survey, there are 32,863 total households within the City of Kalamazoo, of which approximately 29% percent with children under 18, 31.7% with children under 5 that are low or moderate income (earn less than or equal to 80 percent AMI). Thus, it can be assumed that approximately between 19% and 31.7% percent of the owner and renter occupied units having a higher risk of lead based paint hazards are occupied by low and moderate income families.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Kalamazoo does not have a Public Housing Authority and no public housing is located within the City. Kalamazoo County has a Public Housing Commission with the responsibility of administering the Section 8 housing voucher program for the area.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Total	Project-based	Tenant-based	Vouchers		
							Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	333		24,609	843	23,766	2,313	0	1,064
# of accessible units	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 28 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

The City does not have a Public Housing Authority.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The City does not have a Public Housing Authority.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 29 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

No public housing units are found in the City.

Note applicable.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

No public housing units are found in the City.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Homelessness in Kalamazoo is a countywide issue. The homeless population and subpopulations served within the City of Kalamazoo come from all parts of Kalamazoo County. Although the majority of the emergency shelters and service providers are located within the City, this is an all-encompassing concern that should be addressed on a countywide level

The Continuum of Care (CoC) of Kalamazoo is operated as a compliment to the Local Initiatives Support Corporation Sustainable Communities Initiative. This collaboration of nonprofit, business, governmental, education, health, human service, advocacy entities, and constituent groups are creating a comprehensive and integrated approach to end homelessness and insure permanent housing for low income people.

Collaboration occurs in strategic planning meetings with partners, and with the work of volunteers serving on the:

The Allocations and Accountability Team (A Team):

HMIS Data User Group (Data Team)

Systems of Care (SOC) Committee

These systems are working toward homeless prevention and with the Continuum of Care in reserving vouchers for homeless households.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	165	0	351	305	0
Households with Only Adults	277	0	44	41	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	13	0	5	0	0

Table 30 - Facilities and Housing Targeted to Homeless Households

Data Source
Comments: ACS

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Many social service agencies in Kalamazoo provide benefits to LMI individuals and families in order to prevent homelessness. These services are essential in the Continuum of Care process and also serve the needs of those who have already become homeless. These organizations provide many services to their clientele, including but not limited to counseling, case management, life skills training, financial literacy classes, and victim advocacy, all of which help residents to develop the skills and knowledge to transition into permanent supportive housing or independent living and to maintain steady employment. The ultimate goal of providing supportive services is self-sufficiency.

In addition, many of the homeless service providers have internal programs that connect homeless persons to needed services. Ministry with Community is a day shelter in Kalamazoo that not only provides basic needs services like showers, laundry, meals, etc., but also offers appointments with social workers and help in obtaining a birth certificate or state identification. Identification can be a barrier to receiving mainstream services. Obtaining these needed documents supports long term self-sufficiency.

Finally, the homeless providers assist with connections to the Michigan Department of Human Services to determine eligibility for benefits like Supplemental Nutrition Assistance Program assistance and Medicaid. Case managers are also trained in the SSI/SSDI Outreach, Access and Recovery process to ensure that people who are eligible can receive disability payments.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations. *Kalamazoo Gospel Mission* located at 448 N. Burdick assists homeless people and families of all ages. Additional services include long term programming which has two different tracks: New Life Recovery and Job Skills. Both programs allow people to stay at the Mission for a longer period of time to allow them to gain life skills for a more permanent road to recovery and housing stability.

Emergency Overnight Shelter located at 440 ½ N. Church Street is operated by Kalamazoo County Health and Community Services and assists adults 18 years and older. This facility provides a 12-bed emergency shelter for vulnerable, hard to place single persons. Housing search and job search assistance is provided. Meals are also provided at this facility.

Next Door Shelter for Women is a facility located at 1215 W. North Street and is operated by Open Doors. This facility offers shelter to six single women between the ages of 17 and 35 years old. The shelter requires a structured individualized program including job search, budgeting and goal setting.

Open Door Shelter for Men is a facility located at 414 Ranney Street and is also operated by Open Doors. This facility shelters six single males between the ages of 17 and 35. Like Next Door for Women, this shelter requires a structured individualized program.

Bethany House Shelter for Women managed by Kalamazoo Community Mental Health and Substance Abuse Services is located at 722 S. Rose Street. The facility is available to women 20 years and older. Services that are provided include room and board for women in a peaceful, supportive, nonviolent environment. The facility incorporates goal setting and support services toward those goals.

The ARK is the only facility in Kalamazoo that assists adolescent homeless youth between the ages of 10 and 17 years. 24-hr emergency shelter and crisis intervention is provided. This is a voluntary shelter for up to 14 days that offers counseling and outreach services, including workshops and support groups.

YWCA Domestic Assault Program provides shelter and services to domestic violence victims and their children. While in the shelter, women and children can receive counseling, support groups, advocacy and information and referral services to outside organizations. There is a maximum stay of five weeks at this facility.

Oakland House managed by Kalamazoo Community Mental Health and Substance Abuse Services is an emergency shelter located at 1207 Oakland Drive that provides housing for “hard to serve” homeless persons. Priority is given to mental health clients.

Ministry with Community, located at 440 West Church Street, is a haven in Kalamazoo for people who need assistance, particularly the homeless. This is not an overnight shelter but one that provides services to persons needing support in their recovery from homeless or poverty. The drop-in shelter offers laundry services, showers, haircuts, a place for mail pick up, meals, support for addiction recovery, help searching for birth records and access to social workers.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section describes, to the extent information was available, facilities and services that assist persons who are not homeless but require supportive housing or other social service programs. The City of Kalamazoo has available to residents in need an Emergency Services Guide. The special needs population includes individuals having mobility impairments, disabilities, or that require supportive services. Typically, this population has severe or persistent mental illness, development and/or physical disabilities. Several organizations provide facilities and services for special needs populations in Kalamazoo:

2-1-1/HELP-Line provides crisis intervention and referrals to health and human service agencies in Kalamazoo County, as well as to communities across the State of Michigan. The 2-1-1 call center has highly trained employees that specialize in linking people to appropriate community resources.

A listing of specific services available to the City of Kalamazoo residents is provided. Especially those special needs populations, including the elderly, frail elderly, persons with disabilities (mental physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, and persons in need of assistance.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

For the elderly/frail elderly living independently in their homes, a priority need is housing rehabilitation to retrofit their homes to be ADA accessible. A lot of the housing stock in Kalamazoo was built prior to 1950 and now requires rehabilitation to eliminate hazardous conditions and physical barriers. The costs of repairs for older substandard housing stock is prohibitive to those living on a fixed income. The cost of retrofitting the home is high and unaffordable, forcing many elderly/frail elderly to transition to adult care facilities. The elderly persons who are able to remain in their homes will require an increased need for in home care programs.

The housing needs of the disabled, mentally ill, those suffering from substance abuse, and the dually diagnosed vary widely depending upon the extent of the disability and individual needs and preferences. Whereas, the physically disabled many only require structural modifications for accessibility, persons with developmental disabilities, severe mental illness, alcohol and/or drug addiction, or the dually diagnosed often require housing with more intensive supportive services.

Persons with disabilities (mental, physical, developmental) and victims of substance abuse often have supportive housing needs including access to essential services including healthcare, treatment, and counseling services. Healthcare is a costly expense, specifically for low-income persons.

Persons living with HIV/AIDS have numerous supportive housing needs including short-term rent, mortgage, utility assistance; permanent housing placement; supportive housing services; resources identification; and housing case management to eligible individuals with HIV/AIDS.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The Kalamazoo County Multi-Purpose Collaborative Body passed a resolution to work cooperatively with the Kalamazoo Continuum of Care to ensure a discharge policy for persons leaving publicly funded institutions or systems of care.

Mental Health: The Kalamazoo County Mental Health and Substance Abuse Services agency follows the dictates of Section 330.1209b of the Mental Health Code, which states that “the community mental health services program will produce in writing a plan for community placement and aftercare services that is sufficient to meet the needs of the individual.”

Finally, there are strong "guidelines" about discharge from the State hospitals and from the mental health unit at Borgess Hospital. Kalamazoo Community Mental Health and Substance Abuse Services employ hospital liaisons to work with individuals prior to release to create a "person centered plan" which includes next steps after discharge. A primary goal is to avoid the person becoming homeless. Kalamazoo Community Mental Health and Substance Abuse Services also funds a jail liaison position to connect people in jail with appropriate mainstream, Medicaid funded mental health services.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City will continue to deliver CDBG and HOME funds through the competitive application process for those organizations that provide housing and other services to special needs populations. The City will also support nonprofit service providers, who assist both the homeless and non-homeless with special needs populations, through active involvement with the Continuum of Care, Housing Matters Forum, Program Officers Network of Kalamazoo and Local Initiatives Support Corporation Local Advisory Board.

For Program Year 2019, the City of Kalamazoo will provide CDBG funding to Senior Services to provide minor home repair and accessibility upgrades to allow seniors to stay in their homes. HOME funds will be allotted to the Northside Association for Community Development to assist with the rehabilitation of a vacant and abandoned building into apartment units for seniors.

MA-40 Barriers to Affordable Housing – 91.210(e) –

Negative Effects of Public Policies on Affordable Housing and Residential Investment

This section requires the jurisdiction to explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing are affected by public policies, particularly those of the local jurisdiction. Such policies include land use controls, zoning ordinances, building codes, and policies that affect the return on residential investment.

Land Use Controls

Most of the available land in the City has been developed. There are only a small number of large vacant tracts of land that remain, thereby limiting the future development of residential units. There are a number of smaller parcels that are vacant and suitable for infill construction of residential units. A barrier to the development and redevelopment of these infill sites is environmental contamination. Particularly in many of the lower income neighborhoods, many of the properties that are available for redevelopment are environmentally contaminated primarily due to overuse of the site or an adjacent site. Clean-up of these sites can be very costly, thereby limiting the ability to attract new business and housing to these sites. The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing this issue. Using captured tax revenue, the Brownfield Initiative has purchased many of these contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

Zoning Ordinance and Subdivisions

Recognizing that Zoning can serve as a barrier to housing options and affordability, the City of Kalamazoo is undertaking a Zoning Code rewrite and an update to the Zoning Map. These changes are designed to increase the quantity and location of housing types throughout the City. More options in the type of housing unit not only can provide a wider range of affordable units, but provides housing that better serves residents throughout the life cycle (single, family, empty nester, senior, etc). The changes are also designed to remove the barriers to housing development and rehabilitation, working first in the neighborhoods that have experienced the most disinvestment. This work focuses on creating zoning districts that work with the existing, historic land development patterns in Kalamazoo rather than imposing generic suburban zoning standards. The updated zoning standards will remove the non-conforming status of lots and lay a foundation on which reinvestment can happen efficiently.

Housing and Building Codes

The City of Kalamazoo enforces the Michigan Building Code, which is standard among municipalities in the State. The City's anti-blight team and building code enforcement efforts have increased since the previous Consolidated Plan. As a result, blight and abandonment issues are addressed more quickly. The rental certification program continues to be administered, and as a result, the quality of the rental housing increases. Finally, the City distributes some of its appropriately zoned, tax-reverted properties to its Subrecipients for development of quality, affordable housing. Therefore, housing and building codes do not create a barrier to affordable housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section of the Consolidated Plan provides an overview of the economic conditions in the City of Kalamazoo and the ability of the local work force to satisfy the needs of local businesses. Much of this data can be used to describe the level of housing demand in the local market.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	331	11	1	0	-1
Arts, Entertainment, Accommodations	3427	5540	15	15	0
Construction	710	1344	3	4	1
Education and Health Care Services	5030	11338	22	31	9
Finance, Insurance, and Real Estate	1431	2345	6	7	1
Information	260	588	1	2	1
Manufacturing	3952	5008	18	14	-4
Other Services	1014	2032	5	6	1
Professional, Scientific, Management Services	1480	1857	7	5	-2
Public Administration	0	0	0	0	0
Retail Trade	2979	2923	13	8	-5
Transportation and Warehousing	621	361	3	1	-2
Wholesale Trade	1173	2720	5	8	3
Total	22,408	36,067			

Table 31 - Business Activity

Data 2011-2015 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)
Source:

Labor Force

Total Population in the Civilian Labor Force	40090
Civilian Employed Population 16 years and over	35485
Unemployment Rate	11.5
Unemployment Rate for Ages 16-24	31.48
Unemployment Rate for Ages 25-65	7.34

Table 32 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector		Number of People
Management, business and financial		7455
Farming, fisheries and forestry occupations		1630
Service		5160
Sales and office		9045
Construction, extraction, maintenance and repair		1775
Production, transportation and material moving		1560

Table 33 – Occupations by Sector

Data Source: 2008-2012 ACS

Table 33 identifies Occupations by Sector within the City of Kalamazoo according to the 2012 American Community Survey. Management, Business, and Financial occupations account for the largest number of occupations within the City of Kalamazoo.

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	27895	84%
30-59 Minutes	4045	12%
60 or More Minutes	1425	4%
Total	33,365	100%

Table 34 - Travel Time

Data Source: 2008-2012 ACS

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1020	465	1430
High school graduate (includes equivalency)	3285	610	2105
Some college or Associate's degree	9045	1010	2805
Bachelor's degree or higher	8365	260	1470

Table 35 - Educational Attainment by Employment Status

Data 2008-2012 ACS

Source:

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	50	150	220	430	400
9th to 12th grade, no diploma	950	660	505	950	495
High school graduate, GED, or alternative	3790	1290	1440	3275	1965
Some college, no degree	12860	366	2135	3405	1345
Associate's degree	1435	1030	940	1405	230
Bachelor's degree	2210	2675	1465	2095	990
Graduate or professional degree	195	1056	1005	1795	1660

Table 36 - Educational Attainment by Age

Data 2008-2012 ACS

Source:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	12,607
High school graduate (includes equivalency)	21,852
Some college or Associate's degree	23,762
Bachelor's degree	36,972
Graduate or professional degree	48,046

Table 37 – Median Earnings in the Past 12 Months

Data 2008-2012 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to data provided the largest percentages of workers reside within:

- Education and Health Care Services.
- Arts, Entertainment, and Accommodations
- Retail Trade and Manufacturing

This is similar to what's happening on a state and national level as the manufacturing sector continues to decline.

Describe the workforce and infrastructure needs of the business community:

Meetings with economic development stakeholders stressed a need for improved entrepreneurship training programs that would better connect people to resources such as a revolving loan fund for micro-business start-ups. Stakeholders also stated that small business owners have difficulties obtaining loans to repair buildings and for other capital costs. A need for more skilled technical workers – welders, HVAC technicians, etc. – was mentioned.

Kalamazoo has very small negative values in the Jobs Less Workers columns in the Business Activity table, indicating little commuting out of the City. Stakeholders mentioned that Kalamazoo's workforce includes residents of nearby Allegan, MI and other adjacent communities.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

There are a number of projects either currently in development or announced that will have an impact on the economic growth of Kalamazoo. Western Michigan University developed the new Home Stryker M.D. School of Medicine in downtown Kalamazoo. The University collaborated with the two hospitals in Kalamazoo, Bronson Healthcare and Borgess Health. The University received a \$100 million gift for the development of the school.

Recently, Kalamazoo Valley Community College developed a 13.3 acre, 42 million dollar Healthy Living Campus. Three significant public buildings are planned: KVCC will develop one for food production and distribution, a second for nursing, allied health and culinary classes and programs, and the third will be a new clinic for Kalamazoo Community Mental Health and Substance Abuse Services. Construction was completed by fall 2016.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

A skillful and well-educated workforce is essential to attracting and retaining employers and growing the City's economy. According to ACS data, the City's unemployment rate in 2017 was 4.3%, slightly lower than the previous year. Residents with a Bachelor's degree or higher were less likely to be unemployed or not in the labor force than residents with less educational attainment. Residents without

a high school diploma or equivalent were more likely as those with only a high school diploma to be out of the labor force altogether.

According to the Michigan's Department of Labor's Data Explorer, annual job openings in the Kalamazoo area are greatest for positions that require a high school diploma or less. However, several high-paying occupations such as registered nurses, elementary school teachers, and general/operations managers all have more than 50 openings a year and require at least an Associate's degree. This suggests that there is a need for workforce training in these particular areas.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Employment Management Services Division (EMSD) of the Upjohn Institute manages employment and training services for Michigan Works! for Kalamazoo. EMSD manages job training through these government-funded programs:

- Welfare-to-Work
- School-to-Work
- Public Employment Service
- Workforce Investment Act (WIA)
- Michigan Prisoner Re-entry Initiative (MPRI)

The Kalamazoo Literacy Council sponsors the Adult Literacy Collaborative (ALC) of Kalamazoo County. The ALC is a group of adult education, workforce development and literacy agencies that are working to create a conduit for providing comprehensive adult literacy services. They established a central point for referring services, developing common initiatives, and providing support to local agencies that further the cause of adult literacy.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

DISCUSSION

Natural Hazard Risk & Climate Change (Resiliency)

The City of Kalamazoo has experienced record flooding in the past decade. Climate models predict heavier rainfall events due to climate change which will likely increase flooding. According to *Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II*¹, “Midwestern populations are already experiencing adverse health impacts from climate change, and these impacts are expected to worsen in the future. The risks are especially high for people who are less able to cope because characteristics like age, income, or social connectivity make them more vulnerable. Climate change is expected to worsen existing health conditions and introduce new health threats by increasing the frequency and intensity of poor air quality days, extreme high temperature events, and heavy rainfalls; extending pollen seasons; and modifying the distribution of disease-carrying pests and insects”.

One of the greatest threats of climate change for low- and moderate-income households in Kalamazoo will be increased flooding. Many households in CDBG eligible census tracts are highly vulnerable to flooding because of their location in the 100-year and 500-year floodplain. As mapped by FEMA, seven of the 10 CDBG eligible census tracts have significant areas within the 100-year floodplain (Tracts 1, 5, 9, 10, 11, 201, 202). Another CDBG eligible census tract has areas within the 500-year floodplain (Tract 6). The City of Kalamazoo is working with FEMA to improve the accuracy of floodplain risk maps within the City to better understand the vulnerability for flooding.

The City continues to develop plans and implement policies and projects aimed at reducing the risk of flooding. The City of Kalamazoo Water Quality and Storm-water Treatment Performance Standards requires new and redeveloped sites located in the 100-year floodplain to ensure all building foundations are above the 100-year floodplain elevation. During construction, developers must mitigate any filling done on the site by cutting (removing) twice the volume in another area to increase the overall flood water storage capacity. This is more stringent than State of Michigan regulations for floodplain development. For storm-water, a recent revision of the Performance Standards requires all sites to capture and treat the first inch of runoff from the entire site, which was formerly only a ½” standard. These standards aim to reduce both flooding on newly developed sites and also the impact to other off-site areas and neighborhoods.

The City is working with local University students to develop a comprehensive Sustainability Strategy and Climate Action Plan. The purpose of the plan is to improve policies and implement projects in collaboration with community partners that will protect citizens throughout Kalamazoo. We anticipate developing programs like those meant to increase energy efficiency of aging housing stock, and will focus on our core neighborhoods which are primarily low- and moderate-income households.

Broadband coverage

All City residents have access to broadband internet services. According to BroadbandNow, the city has thirteen (13) residential providers and twenty-two (22) business providers. Broadband availability for

¹ USGCRP, 2018. *Impacts, Risks, and Adaptation in the United States: Fourth National Climate Assessment, Volume II* [Reidmiller, D.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, K.L.M. Lewis, T.K. Maycock, and B.C. Stewart (eds.)] U.S. Global Change Research Program, Washington, DC, USA,.

residents is 100% for Kalamazoo and 89% for the state. The City is not aware of any neighborhoods or public facilities that are lacking access to broadband services. However, the City in consultation with local internet service providers will continue to look at ways to enhance availability for residents. If financial investment is needed CDBG neighborhood enhancement funds may be used.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The most significant housing problem in Kalamazoo is cost burden. Approximately 21 percent of Kalamazoo's population pays at least 30 percent of their income towards housing and 23 percent pays 50 percent or more. Renters seem to have the highest percentage of households with a housing cost burden. Rental properties are primarily found around Western Michigan University and Kalamazoo College, as well as in the core neighborhoods. These areas also meet HUD's definition of low income. Substandard housing would also be more likely in the core neighborhoods as the housing stock was predominately built before the 1940's.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated?

There are significant concentrations of minority populations within Census tracts 1.00, 2.02, 3.00, 9.00, 10.00 and 11.00 which include the highest percentages of the Black/African Americans and Hispanic populations in the City.

While the City is experiencing higher rates of poverty, only three Census tracts meet HUD's definition of "racially or ethnically concentrated areas of poverty." The three Census tracts are 1.00 (Eastside) and 2.02 and 3.00 (Northside).

What are the characteristics of the market in these areas/neighborhoods?

The Eastside, Edison and Northside neighborhoods have older housing stock and a strong presence of rental housing. Labor force participation rates tend to be lower and employment rates are somewhat higher than the City overall. Education levels are more likely to be lower, which impacts the ability to make higher incomes.

Are there any community assets in these areas/neighborhoods?

While some of the challenges facing these neighborhoods are significant, there are substantial assets as well. All three neighborhoods have active associations that help improve the quality of life for residents. Long-term residents and homeowners are an asset to the neighborhoods. They are often involved in the associations and other neighborhood organizations and/or events. They provide a stabilizing influence in these neighborhoods that tend to have a high number of rental units, increasing transiency of residents.

The Northside Neighborhood has a water playground, two elementary schools, over 20 churches and at least 15 social service agencies. The Kalamazoo River Valley Trail runs through the Northside neighborhood and there are five parks totaling 132 acres of green space. In recent years, Northside reopened a neighborhood grocery store and developed a greenhouse and plots for urban gardening.

The Edison neighborhood is the largest neighborhood in Kalamazoo. In 2012, a vacant plat was redeveloped with twenty-three new, custom built homes through the Neighborhood Stabilization Program. The homes are immediately adjacent to the City's Farmer's Market. A neighborhood commercial node, Washington Square, is located in Edison along Portage Street. Significant investment has already occurred to improve the commercial and residential buildings along the Portage corridor and additional investment is planned. A new elementary school is in the process of being rebuilt and some urban gardens have been established.

The Eastside neighborhood is a hilly and wooded urban residential neighborhood that hosts small scale community businesses and connects downtown Kalamazoo with Kalamazoo Township. The East Main Street Corridor is the commercial corridor of the neighborhood and while in need of some improvements, provides opportunities for entrepreneurs and small businesses.

Are there other strategic opportunities in any of these areas?

In the past few years, several large scale projects have been planned for and taken shape in the city of Kalamazoo's Edison Neighborhood, just southeast of downtown. The largest project is the recently completed Healthy Living Campus of Kalamazoo Valley Community College (KVCC) and its partners, a \$42 million campus that will sit on 13.3 acres adjacent to Bronson Hospital. Three significant public buildings are being planned: the Creamery a 13.8 million mixed rental project with businesses on the first floor and 40 rental housing units above, 400 Rose is a \$24.19 million dollar rental project with 135 units, and the Exchange is a 35 million dollar rental project with 140 rental units.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Kalamazoo is expected to receive between \$1.8 and 2 million each year from the CDBG, HOME and ESG programs. These funds will be used to address the priority needs of the City for the next five years. In general, these needs are concentrated in affordable housing, homeless prevention, neighborhood enhancements and youth development.

The City of Kalamazoo Department of Community Planning and Development is responsible for the administration and oversight of these federal program funds. Staff from this department will work with internal City departments, local community funders, housing agencies, public service providers and neighborhood organizations to address the priorities, goals and objectives in this strategic plan.

The 2019-2023 Consolidate Plan will follow the direction set by the 2025 Strategic Vision, Master Plan, Shared Prosperity and Neighborhood Plans.

The City of Kalamazoo approved a new Strategic Vision and Imagine Kalamazoo 2025 Master Plan in 2017. These documents were created through an extensive engagement process that began in 2015. The City utilized multiple techniques to ensure that engagement had a wide reach and open process that welcomed comments and ideas from all residents. Techniques used included; living walls so participants were able to quickly and easily provide feedback by writing on a wall, pop-up engagement at existing events so that residents were met where they already were, large community meetings, surveys both paper and electronic, and meetings on the go which were packets created to enable residents to facilitate their own Imagine Kalamazoo meeting. Translators were at community meetings and surveys were also provided in Spanish to further ensure an inclusive and welcoming process. These efforts resulted in over 4,000 points of contact, ten times more than the previous Master Plan.

Additional engagement occurred in 2018 with financial support from the City of Kalamazoo as well as an Innovation Grant from the Government Alliance on Race and Equity (GARE) granted to the Michigan Department of Civil Rights, a community collaborative hired a contractor to conduct qualitative and quantitative research in Kalamazoo to better understand the housing experiences of Kalamazoo residents, especially the experiences of residents of color. The partners included the Michigan Department of Civil Rights (MDCR), City of Kalamazoo, Fair Housing Center of Southwest Michigan, Kalamazoo Community Foundation, and Interfaith Strategy for Advocacy & Action in the Community (ISAAC). Engagement for this project included community events, focus groups, conversations with service providers and printed surveys and open data sources. Over 690 completed surveys were received. Questions were also asked via housing question boards. Residents were asked to write comments regarding their experiences with housing on post it notes and place them on the boards, 71

post it notes were received. The input from the community informed the Consolidated Plan and will be the foundation for the 2019-2023 Analysis to Impediments to Fair Housing. This report will be published summer of 2019.

The Strategic Vision is an overarching document that guides all City decision making processes from programmatic to budgets. The Strategic Vision lays out the ten guiding principles of the City of Kalamazoo. Those principles are; Shared Prosperity, Connected City, Inviting Public Places, Environmental Responsibility, Safe Community, Youth Development, Complete Neighborhoods, Strength Through Diversity, Economic Vitality, and Good Governance. Housing has a major role in how the City of Kalamazoo is seeking to achieve this vision and elements related to housing can be found under many of the principles. Environmental Responsibility looks at how to improve our housing stock to be energy efficient. Complete Neighborhood considers the types, costs, and access of different housing types in each neighborhood. Lastly, Safe Community seeks to ensure that all housing is structurally safe, clean, and visually appealing. The Strategic Vision also informs the plans the City creates, including the Imagine Kalamazoo 2025 Master Plan.

Imagine Kalamazoo 2025 lays out how the City of Kalamazoo is going to approach transportation and land use for the next ten years. Imagine Kalamazoo 2025 looks at transportation and land use holistically and considers how one impacts the other. Specifically, for housing the master plan looks to increase the options and affordability available in City. This includes encouraging transit-oriented development, a mix of scale and types in all neighborhoods, removing barriers for new housing, preserving housing and neighborhood character, and creating a sustainable and affordable housing stock. The master plan also puts forth a path for neighborhoods to create plans that are amended to the master plan and consider the unique needs their area and residents.

Following the Imagine Kalamazoo 2025 Master Plan five neighborhood plans have been completed. The completed plans have focused on neighborhoods with the highest rates of poverty in the City. Each neighborhood planning process has engaged hundreds of additional residents and community partners to create these documents, resulting in over 1,200 points of contact. Each planning process was unique to the neighborhood, but common techniques have included; community meetings, pop-up engagement at existing events, and surveys both electronic and paper. There are many common themes across these plans that relate to housing including more affordable housing for both ownership and rental, supporting homeowners in making needed repairs, and working to create safe and clean rental options. These plans also look at specific needs in their neighborhoods such as supporting seniors in home repairs and home adaptations, increasing types of housing by promoting mixed use development, and removing barriers to home improvements through zoning reform. Many of these plans look at supporting long-term affordability of homes through energy efficiency, trainings on how to maintain homes and make repairs, and classes on homeownership and personal finances. The three target neighborhoods have completed and Commission approved plans. Those neighborhoods are East Side, Edison and Northside.

More specifically, the Consolidated Plan will address the objectives set forth in the Shared Prosperity goal from the Strategic Vision. The City of Kalamazoo (henceforth known as the “Organization”) has

committed to increasing abundant opportunities for all people to prosper through its Shared Prosperity Kalamazoo (SPK) initiative. In addition, the Organization has identified the need—with resident input—to address issues and implement actions specific to impacting long standing racial and socioeconomic inequities within the community. The combination of aspirational goals and community engagement has led SPK to focus on three particular neighborhoods that encompass five census tracts within the city—Eastside, Edison, and Northside—for targeted action projects.

The rationale to focus on these three neighborhoods is based on the following elements:

- 1. First**, a national scan of community economic development field research and literature has shown a place-based approach to neighborhood revitalization/restoration as an effective strategy to pursue to produce individual & family impact (people-based) as well as community impact (place-based). Improving the economic situation of neighborhood residents & local businesses, in addition to enhancing the neighborhood's quality of life as a whole (appearance, safety, gathering places, and sense of positive momentum, social networks, and resident engagement/leadership development) are key elements in establishing prosperity within local communities.
- 2. Second**, consistent quantitative and qualitative data has shown us that this is where the inequities are the greatest. The concentration, as well as, persistence of compounded disadvantage in these geographies has existed for quite some time and poverty threshold statistics have not significantly dwindled.
- 3. Lastly**, the 2018 Shared Prosperity Kalamazoo Action Plan, approved by the Kalamazoo City Commission, sets precedence to serve several priority populations²— families of color, individuals with criminal records, and neighborhoods of concentrated poverty—defined as a geographic area (primarily a census tract) where the poverty rate is 40 percent or more.³

The culmination of these factors provides adequate justification to significantly invest resources targeted to positively impact both people and place within these neighborhoods.

² City of Kalamazoo. *2018 Shared Prosperity Action Plan*, pgs. 32, 38, 42

³ Isaac Shapiro, Cecile Murray, and Barbara Sard. November 3, 2015. *Basic Facts on Concentrated Poverty*. <https://www.cbpp.org/sites/default/files/atoms/files/11-3-15hous2.pdf>

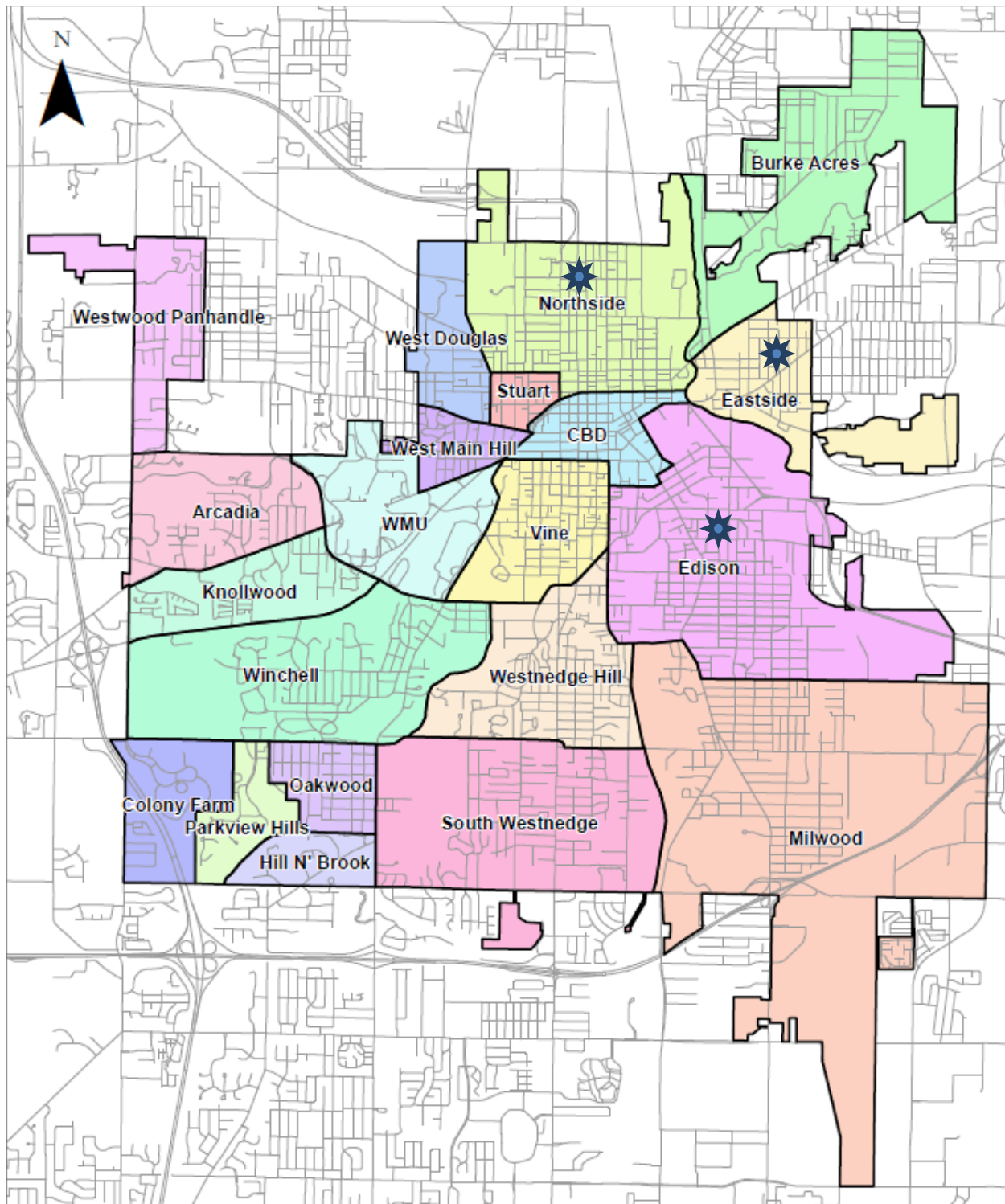
SP-10 Geographic Priorities - 91.215 (a)(1)

Geographic Area

Table 38 - Geographic Priority Areas

1	Area Name:	CDBG-Eligible Census Tracts
	Area Type:	Local Target area
	Other Target Area Description:	Low Income Core Neighborhoods
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The targeted areas include the following neighborhoods; Eastside, Northside and Edison.
	Include specific housing and commercial characteristics of this target area.	These targeted neighborhoods are characterized by high levels of poverty, high housing cost burden and poor economic prospects. The percentage of low and moderate income households in each of the census tracts are above 52 percent.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The needs assessment, market analysis, and community meetings determined that these three targeted neighborhoods suffers from a lack of affordable housing and is in significant need of comprehensive revitalization. The specific census tracts identified are also identified as racially/ethnically concentrated areas of poverty (R/ECAPs). During this process, the City engaged with residents, neighborhood leaders and social service provider, to identify needs in the target area.
	Identify the needs in this target area.	The target area requires considerable investment in rehabilitation, new construction, economic development projects, quality of life improvements, and infrastructure improvements.
	What are the opportunities for improvement in this target area?	Opportunity to improve infrastructure to provide a suitable living environment and increase affordable housing through new construction or rehabilitation of existing units to maintain affordable housing stock.

	Are there barriers to improvement in this target area?	The City of Kalamazoo, overall, faces a shortage in funding and financing available for the types of revitalization and housing projects needed to address priority needs. There are also significant barriers related to Not In My Backyard concerns across the City, particularly in high opportunity neighborhoods.
2	Area Name:	City-wide low-income households
	Area Type:	City Wide
	Other Target Area Description:	N/A
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City boundaries
	Include specific housing and commercial characteristics of this target area.	High concentration of homes and commercial businesses
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Housing assistance was a high priority throughout the consultation process. Providing these services city-wide allows for the distribution of low-income families throughout the community, combating concentrations of poverty.
	Identify the needs in this target area.	The City of Kalamazoo, overall, needs an increased supply of affordable housing, improved homelessness assistance, and improved social services to youth, elderly, and special needs populations.
	What are the opportunities for improvement in this target area?	Opportunity to increase affordable housing and the provision of services to provide decent housing and a suitable living environment for all residents.
	Are there barriers to improvement in this target area?	The City of Kalamazoo, overall, faces a shortage in funding and financing available for the types of revitalization and housing projects needed to address priority needs. There are also significant barriers related to Not In My Backyard concerns across the City, particularly in high opportunity neighborhoods.



General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Kalamazoo does not plan to identify any specific Neighborhood Revitalization Strategy Areas for the focus of federal funding. However, the City does have an internal policy of only utilizing CDBG funding within Census tracts and neighborhoods that meets HUD's eligibility requirements. For the purpose of this plan, CDBG funds will be spent in:

- Eastside Neighborhood CT 1.00
- Central Business District CT 2.01
- Northside Neighborhood CT 2.02 and 3.00
- Douglas Neighborhood CT 5.00
- Stuart Neighborhood - CT 5.00
- Vine Neighborhood CT 6.00
- Edison Neighborhood CT 9.00 and 10.00
- Southside Neighborhood CT 11.00
- Oakwood Neighborhood CT 61.03

At least 51 percent of the households in these neighborhoods make 80 percent or less of the area median income. Focusing CDBG funds in these areas concentrates support for the most in need.

However, in keeping with our Shared Prosperity Kalamazoo plan many of our projects will be targeted toward areas of concentrated poverty which are the Eastside, Edison and Northside Neighborhoods.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 39 – Priority Needs Summary

1	Priority Need Name	Rehabilitation of Existing Units
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families with Children Elderly
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Affordable Housing
	Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
	Basis for Relative Priority	The Housing Needs Survey indicates there are more households in need of affordable housing than available in the City. In addition, the poverty rate in Kalamazoo is higher than Kalamazoo County and the State of Michigan, which indicates that existing homeowners may have difficulty maintaining their homes.
2	Priority Need Name	Rental Assistance
	Priority Level	High
	Population	Extremely Low, Low Moderate Large Families with Children Elderly
	Geographic Areas Affected	

	Associated Goals	Affordable Housing
	Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
	Basis for Relative Priority	The Housing Needs Survey indicates that many renters pay more 50 percent or more of their annual income towards housing, which is considered a severe housing cost burden. In addition, the number of households in need of affordable housing is larger than the number of affordable housing units available in the City.
3	Priority Need Name	Production of New Units
	Priority Level	High
	Population	Extremely Low, Low Moderate Large Families with Children Elderly
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Affordable Housing
	Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
	Basis for Relative Priority	There are over 16,000 households which make 80 percent or less of the area median income but only around 12,000 affordable units. This discrepancy can be addressed with the addition of new units.
	Priority Need Name	Acquisition of Existing Units
4	Priority Level	Low

	Population	Extremely Low, Low Moderate Large Families with Children Elderly
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Affordable Housing
	Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
	Basis for Relative Priority	The difference between the number of existing affordable housing units and the number of households in need of affordable units indicates a need to develop new units. The acquisition of existing units will not help to resolve this discrepancy as they are already in available to low-income families.
5	Priority Need Name	Homeless Outreach
	Priority Level	Low
	Population	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Homeless Assistance

Description	Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population.
Basis for Relative Priority	Outreach is currently being handled through existing nonprofit organizations and is therefore not a high priority of the City.

Priority Need Name	Economic Development – COVID-19
Priority Level	HIGH
Population	Extremely low Low Moderate Middle Non-housing community Development
Geographic Areas Affected	City-wide
Associated Goals	Planning and Administration Public Services Economic Development
Description	Promotion of Economic Development activities to respond to general needs and respond to the impact of COVID-19
Basis for Relative Priority	Outreach is currently being handled through existing nonprofit organizations and is therefore not a high priority of the City.

9	Priority Need Name	Public Facilities
	Priority Level	Low
	Population	Extremely Low, Low Moderate Other
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Neighborhood Enhancement
	Description	Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.
	Basis for Relative Priority	The public outreach for the Consolidated Plan resulted in a number of activities that would enhance or improve the core neighborhoods of the City, as well as support the population that lives there. The develop of new public facilities was not a high priority for the improvement of CDBG-eligible neighborhoods.
10	Priority Need Name	Public Improvements/Infrastructure
	Priority Level	High
	Population	Extremely Low, Low Moderate Other
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Neighborhood Enhancement
	Description	Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.

	Basis for Relative Priority	The community outreach completed for the Consolidated Plan indicated that CDBG-eligible neighborhood residents prioritized infrastructure improvements to enhance their neighborhoods.
11	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low. Low Moderate Large Families. Families with Children Elderly Non-housing Community Development Other
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Affordable Housing Homeless Assistance Neighborhood Enhancement Youth Development
	Description	Public services are a high priority as it relates to affirmatively furthering fair housing, supporting the Kalamazoo County Continuum of Care, fostering community development between core neighborhood residents and the City's Community Policing Officers, and supporting youth programs.
	Basis for Relative Priority	Public services in a broad category that can encompass a number of project types. Through the community data collected and outreach completed for the Consolidated Plan and the development of the Analysis to Impediments, public service activities related to youth development, fair housing activities, and community policing were important to neighborhood residents. The City felt it was important to support the activities of the Continuum of Care to ensure continued success of reducing homelessness in Kalamazoo.

12	Priority Need Name	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate Other
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Neighborhood Enhancement
	Description	Support transformative neighborhood projects through catalyst redevelopment, sustained investment and a focus on neighborhood success, which could include an economic development component.
	Basis for Relative Priority	A priority of the Consolidated Plan is the enhancement of the City's CDBG-eligible neighborhoods. An objective of this priority is to provide focused investment that helps to transform a specific area of an eligible neighborhood. Economic development could be included as part of a larger neighborhood investment project.
13	Priority Need Name	Administration of Programs
	Priority Level	High
	Population	Other
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Affordable Housing Homeless Assistance Neighborhood Enhancement Youth Development
	Description	Administration of CDBG, ESG and HOME programs. Technical assistance to sub recipients and general oversight of activities.
	Basis for Relative Priority	Needed to ensure compliance with HUD regulations.

14	Priority Need Name	Neighborhood Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	CDBG-Eligible Census Tracts
	Associated Goals	Neighborhood Enhancement
	Description	Activities that improve the sustainability of CDBG-eligible neighborhoods within the City
	Basis for Relative Priority	Determined as a need through the community outreach that was completed for the Plan.

Narrative

The development of the priorities, goals and objectives for the 2019- 2023 Consolidated Plan was determined through the review process developed by the City. These steps, in consultation with the Community Development Act Advisory Committee, developed a set of recommended priorities, goals and objectives for the 2019-2022 Consolidated Plan, as follows:

Priority: Affordable Housing

Goal: Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.

- Provide homeowner rehabilitation and minor/emergency home repair.
- Support programs that rehabilitate vacant single-family housing as long as they also provide homebuyer assistance.
- Increase affordable rental housing through rehabilitation and new construction.
- Aid households with housing cost burdens with tenant based rental assistance.
- Support the action items in the City's Analysis to Impediments.

Priority: Homeless Assistance

Goal: Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population.

- Encourage permanent housing through prevention and rapid re-housing activities.
- Provide shelter operational support if the shelter has a rapid re-housing program.
- Make supportive services available for the homeless with an emphasis on the mentally and physically disabled.
- Support the Kalamazoo County Continuum of Care.

Priority: Neighborhood Enhancement

Goal: Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.

- Provide public infrastructure improvements, including streets, sidewalks, parks, etc. that upgrade deteriorating conditions.
- Enforce of local codes and ordinances to support public health, safety and welfare.
- Support public safety to assist with the prevention of crime that negatively impacts the quality of life within our neighborhoods.
- Support transformative neighborhood projects through catalyst redevelopment, sustained investment and a focus on neighborhood success.

Priority: Youth Development

Goal: Develop well-adjusted and productive adults through supporting youth programs and activities that provide positive experiences and opportunities to enhance interests, skills and abilities into adulthood.

- Provide educational programs to increase opportunities for learning.
- Sponsor programs that are devoted to the mental well-being, discovery of self-worth and relationship development of children.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	According to the CHAS data, there are 5,050 renter households in Kalamazoo that make 80 percent or less of the area median income who have a housing cost burden greater than 50 percent of their income. The 0-30 percent bracket have the most need with 3,965 paying more than 50 percent of their income on housing. There is a gap between number of affordable housing units in Kalamazoo and the number of households who need affordable housing. There are 16,175 households who make less than 80 percent of the area median income but only 12,110 affordable housing units, both renter and owner, exist in the City of Kalamazoo.
TBRA for Non-Homeless Special Needs	A focus has been placed on housing the mentally/physically handicapped. There are a large number of handicapped households that currently receive assistance and request accessibility features. Disabled households that make 30 percent or less of the area median income have the highest housing cost burden.
New Unit Production	There is a gap between number of affordable housing units in Kalamazoo and the number of households who need affordable housing. There are 16,175 households who make less than 80 percent of the area median income but only 12,110 affordable housing units, both renter and owner, exist in the City of Kalamazoo.
Rehabilitation	There is a gap between number of affordable housing units in Kalamazoo and the number of households who need affordable housing. There are 16,175 households who make less than 80 percent of the area median income but only 12,110 affordable housing units, both renter and owner, exist in the City of Kalamazoo.
Acquisition, including preservation	There is a gap between number of affordable housing units in Kalamazoo and the number of households who need affordable housing. There are 16,175 households who make less than 80 percent of the area median income but only 12,110 affordable housing units, both renter and owner, exist in the City of Kalamazoo.

Table 40 – Influence of Market Conditions

Demographics

The table displays the population, number of households, and median income for a base year and most recent year and calculates the percentage of change.

The data indicates an overall population decrease from 77,145 in the year 2000 Census to 72,641 in 2009. However, the 2010 Census indicates a population of 74,262. This results in an overall decrease of 3.9 percent in population.

In addition, the number of households decreased by 2,657 households from 31,798 in 2000 to 29,141 in 2010. This reveals a 9.1 percent decrease in the number of households in the City of Kalamazoo.

Finally, the table identifies a decrease in the median income within the City of Kalamazoo. The median income decreased by 6 percent between 2000 and 2009. However, there was an overall increase of \$102 to \$31,291 indicated in the 2010 Census. This reveals an overall percentage increase of 0.3 percent.

	Base Year 2000	2009 ACS	Percent Change	2010 Census	Percent Change
Population	77,145	72,641	-6.2%	74,262	-3.9%
Households	31,798	28,438	-11.8%	29,141	-9.1%
Median Income	\$31,189	\$29,299	-6.5%	\$31,291	0.03%

Table 41 - Demographics

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Kalamazoo anticipates receiving CDBG, HOME and ESG funds over the five years of this Consolidated Plan. Often, additional resources are leveraged by our Subrecipients and partners to complete a project. These leveraged funds often come from the State of Michigan through the Michigan State Housing Development Authority or through foundations like the Kalamazoo Community Foundation. However, these funds are not known until the Subrecipient submits an application through the City's competitive application process.

Additional funding of CDBG-CV funds in the amount of \$958,737 with \$25,000 of uncommitted 2019 funds for a total of \$983,737 to be used in response to COVID-19

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation : \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
CDBG	Public and Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,615,35	120,680	132,369	1,868,084	7,472,336	These funds will leverage City dollars through public infrastructure investment and other City services. In addition, other State and Federal funds will be leveraged by City Subrecipients for housing activities.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation : \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
HOME	Federal	Acquisition Homebuyer assistance Homeowner Lease Purchases rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	492,146	0	0	492,146	1,968,584	HOME dollars will leverage additional HOME funds from MSHDA, as well as possible low income housing tax credits depending on the projects funded.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	138,353	0	0	138,353	532,412	The Continuum of Care will leverage City funds with MSHDA ESG funding. If ESG funds are received.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
OTHER	Public and Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	958,737	0	25,000	983,737	0	Under the CARES Act (COVID-19)the City anticipates future CDBG allocation

Table 42 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant funds will leverage additional resources as follows:

- Public Infrastructure projects will be supported with additional City and State infrastructure dollars.
- Code enforcement, crime prevention and youth services will leverage additional City general fund dollars.
- Subrecipients of the City will leverage Michigan State Housing Development Authority (MSHDA) and other State funds, as well as nongovernmental funding to expand the scope of rehabilitation assistance.
- For-Profit agencies and organizations seeking funding will receive loans not grants.

HOME Investment Partnership Funds will leverage additional public and private investment:

- Homeownership investment will be supported by other agencies such as the Michigan State Housing Development Authority and community foundation grants.

- Rental projects may leverage additional funding from HUD; the Federal Home Loan Bank programs; the application of Low Income Housing Tax Credits; private equity investment, private construction and acquisition financing; and other private sources.
- HOME match requirements will be achieved through the donation of property, labor and materials, as well as payments in lieu of taxes for affordable housing developments in the City.
- For-Profit agencies and organizations seeking funding will receive loans not grants.

Emergency Solutions Grant funding will leverage additional investment as follows:

- The Kalamazoo County Continuum of Care receives approximately \$1.8 million in grant funding from HUD and approximately \$300,000 from the Michigan State Housing Development Authority each year.
- City Subrecipients also receive grants from funders like The United Way and other nongovernmental organizations. Matching funds will come from these organizations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land will be utilized.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Kalamazoo	Government	Home Ownership Public Services Planning	Jurisdiction

Table 43 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

A more coordinated effort to project implementation is a priority discussed among the major stakeholders in the community. To that end, the Program Officers Network of Kalamazoo was organized. The Director of Community Planning and Economic Development attends their meetings. The goal is to work together towards improving grant coordination and the local distribution of grant funds.

Local Initiatives Support Corporation (LISC) has been assisting in the coordination of housing and community development efforts with the Sustainable Communities Initiative. Leadership from the City Manager's Office is on the Board of LISC Kalamazoo.

The Continuum of Care is operated as a compliment to the LISC Sustainable Communities Initiative. The Continuum of Care has three volunteer groups that help improve provision of services, eliminate barriers to housing, improve the management of data, and allocate funding. The Community Development Manager sits on the Allocations and Accountability Team.

The City hosts regular meetings with the core CDBG-eligible neighborhoods. The executive directors of each neighborhood organization attend the meetings along with representatives from City departments. The meetings focus on neighborhood issues, the coordination of services, updates on City improvements, etc.

The City, particularly the Department of Community Planning and Economic Development, could benefit from stronger relationships with our County partners. Working towards intergovernmental cooperation could result in joint community development projects, data sharing and best practices.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 44 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The homeless criteria outlined below do not necessarily reflect practice in every situation. However, the Continuum of Care developed these eligibility standards for providing assistance to the community's homeless population. However this definition may vary depending on HUD definition vs. local definition.

Individuals or families must:

- Lack a fixed, regular and adequate nighttime residence; and

- Have a primary nighttime residence that is –
- shelter (including welfare hotels, congregate shelters and transitional housing); An institution that provides a temporary residence for individuals intended to be institutionalized; or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

To be eligible for prevention assistance, individuals or families must have received an eviction notice or notices of termination of utility services, and:

- Are unable to make the required payments due to a sudden reduction of income;
- The assistance is necessary to avoid the eviction or termination of services;
- There is a reasonable prospect that the individual or family will be able to resume payments within a reasonable period of time;
- The assistance will not supplant funding for pre-existing homelessness prevention activities from other sources; and
- Have an income at or below 30 percent of area median income.

The Continuum of Care formalized a “No Wrong Door” countywide Coordinated Community Assessment System in 2009. *Gryphon Place 2-1-1 provides 24 hour information and referral services to residents in need of help to Kalamazoo continuum of care organizations.* Individuals are prioritized based on the severity of their housing crisis. Persons with primary need are referred to Housing Resources, Inc. the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA. Walk in services are provided through centrally located satellite.

Homeless prevention services are provided for households at risk of homelessness and may include: financial assistance for back rent, security deposit, rental subsidy, and housing relocation and stabilization. Emergency shelter services with the goal of rapid re-housing are provided for homeless households.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The “No Wrong Door” Coordinated Community Assessment System offers Kalamazoo County improves client access to services, increases referral appropriateness, reduces administrative burden on clients and providers, improves communication and coordination among providers, and improves data quality leading to greater system efficiency and effectiveness. The more holistic approach benefits both special needs populations and persons experiencing homelessness because it individualizes assistance. However, some gaps in service delivery continue to exist.

The Continuum of Care has been moving from an approach of “managing the homeless” with short term housing strategies to one that is proactive, emphasizing prevention. Priorities are shifting to assist individuals and families in identifying resources and support that result in spending the least amount of time transitioning to permanent housing solutions. To that end, a focus on increased linkages to permanent housing and mainstream resources for individuals, youth, and families at risk for homelessness, is consistently being evaluated for improvements.

The need for permanent affordable supportive housing continues to be a concern for persons experiencing homelessness and other special needs populations. The gap between the number of affordable units and those in need continues to be a significant number for the City and the region.

Providing services, particularly housing, to the chronic homeless continues to be a challenge in Kalamazoo. The small numbers of people with complex, unmet needs who experience homelessness are frequent users of shelters and emergency health care. They often have long histories of homelessness and untreated or poorly managed mental illnesses and addictions. Their frequent stays in county or city jails, shelters, hospitals, etc. result in extraordinarily high costs in multiple public systems, but fail to improve the outcomes for the individuals or their communities.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Kalamazoo has indicated that the priority needs to be addressed during the five year period of this Plan are affordable housing, homeless assistance, neighborhood enhancement and youth development. The institutional structure for the neighborhood enhancement and youth development priorities is internal to the City and has no gaps to providing services. The affordable housing priority could benefit from a stronger relationship with the Kalamazoo County Community Action Agency. Community Planning and Economic Development staff at the City plan to engage with the housing programs staff to review possible areas of partnership that will improve affordable housing outcomes.

The development of new affordable housing, particularly with supportive services, is also a goal of the Continuum of Care. Partnerships with the City of Kalamazoo, local nonprofit housing providers and the Michigan State Housing Development Authority will need to be an affordable housing development strategy. The City will continue to invest in affordable housing through CDBG, HOME and other City funding and grant programs.

To have a more proactive approach to homeless prevention, the Continuum of Care developed the Systems of Care team. They established work groups to address the needs/barriers of those that may become homeless. The Team works to promote the adoption of evidence-based and promising program practices in support of a Housing First philosophy of care. They prioritize Continuous Quality Improvement in service delivery and educate and inform members on national and community best practices.

The City of Kalamazoo, nonprofit housing providers, homeless assistance providers, local hospitals and other service agencies have begun discussions on how to appropriately service the chronic homeless. Consideration has been given to the development of a pilot program called Frequent Users Systems Engagement (FUSE). FUSE works to engage and stabilize people who are high users of both the shelter system and the criminal justice system, using a Housing First model of permanent supportive housing. The program focuses on providing housing stability and reducing the involvement of participants in emergency service systems. Discussions between the Continuum of Care, other service providers and possible funders will need to continue.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG Funding	HOME Funding
1	Affordable Housing	2019	2023	Affordable Housing	City-wide low-income households CDBG-Eligible Census Tracts	Acquisition of Existing Units Administration of Programs Production of New Units Public Services Rehabilitation of Existing Units Rental Assistance Down Payment Assistance	\$2,409,275	\$2,392,110
Activities					Goal Outcome Indicator			
CDBG - Housing activities for Low/Moderate Income Housing Benefit:					250 Households Assisted (Repairs)			
Direct Financial Assistance to Homebuyers:					50 Households Assisted			
Demolition								
HOME - Rental units constructed:					1- Household Housing Unit			
Rental units rehabilitate(Lease Purchases):					12 Household Housing Unit			
Homeowner Housing Added:					15 Household Housing Unit			
Homeowner Housing Rehabilitated:					3 Household Housing Unit			

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG Funding	HOME Funding
2	Homeless Assistance	2019	2022	Homeless	City-wide low-income households	Administration of Programs Homeless Emergency Shelters Homeless Outreach Homeless Prevention	CDBG: \$130,000	ESG: 1,058,850 Base on receipt of funding
Activities					Goal Outcome Indicator			
CDBG - Homelessness Prevention - Admin City-Wide Benefit					28884 Persons Assisted			
ESG - Homeless Person Overnight Shelter:					400 Persons			
Homelessness Prevention:					400 Assisted			

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG Funding	HOME Funding
3	Neighborhood Enhancement	2019	2022	Non-Housing Community Development	CDBG-Eligible Census Tracts	Neighborhood Improvements Public Facilities Public Improvements/Infrastructure Public Services	CDBG: \$4,127,420	
Activities					Goal Outcome Indicator			
Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit:					28884 Persons Assisted			
Public service activities other than Low/Moderate Income Housing					Benefit: 28884 Persons Assisted			
Buildings Demolished:					15 Buildings			
Housing Code Enforcement/Foreclosed Property Care					4000			

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG Funding	HOME Funding
4	Youth Development	2019	2022	Non-Homeless Special Needs	City-wide low-income households CDBG-Eligible Census Tracts	Administration of Programs Public Services	\$67,500	
Activities					Goal Outcome Indicator			
Public service activities other than Low/Moderate Income Housing Benefit:					400 Persons Assisted			

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG Funding	HOME Funding
5	COVID-19	2019	2019	Non-Homeless Special Needs	City-wide low-income households CDBG-Eligible Census Tracts		\$958,737 \$25,000	
Activities					Goal Outcome Indicator			
Public service activities other than Low/Moderate Income Housing Benefit:					28884 Persons Assisted – CITY-WIDE			

Table 45 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing through; • Providing homeowner rehabilitation and minor/emergency home repair. • Supporting programs that rehabilitate vacant single-family housing as long as they also provide homebuyer assistance. • Increasing affordable rental housing through rehabilitation and new construction. • Aiding households with housing cost burdens with tenant based rental assistance. • Supporting the action items in the City's Analysis to Impediments
2	Goal Name	Homeless Assistance
	Goal Description	Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population through; • Encouraging permanent housing through prevention and rapid re-housing activities. • Providing shelter operational support if the shelter has a rapid re-housing program. • Making supportive services available for the homeless with an emphasis on the mentally and physically disabled. • Supporting the Kalamazoo County Continuum of Care.

3	Goal Name	Neighborhood Enhancement
	Goal Description	Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements through • Provide public infrastructure improvements, including streets, sidewalks, parks, etc. that upgrade deteriorating conditions. • Enforcement of local codes and ordinances to support public health, safety and welfare. • Support public safety to assist with the prevention of crime that negatively impacts the quality of life within our neighborhoods. • Support transformative neighborhood projects through catalyst redevelopment, sustained investment and a focus on neighborhood success.
4	Goal Name	Youth Development
	Goal Description	Develop well-adjusted and productive adults through supporting youth programs and activities that provide positive experiences and opportunities to enhance interests, skills and abilities into adulthood through; • Providing educational programs to increase opportunities for learning. • Sponsoring programs that are devoted to the mental well-being, discovery of self-worth and relationship development of children.

5	Goal Name	COVID – 19
	Goal Description	Promote Economic Development activities, to respond to general needs and to respond to the impact of COVID-19 by implementing activities such as Direct Financial Assistance to small business (for-profit & non-profit).

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Approximately 125 extremely low, low- and moderate-income families will be provided affordable housing each year of the Consolidated Plan. This is approximately 625 families by the end of the five-year period.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Activities to Increase Resident Involvements

Integration of HUD planning with Shared Prosperity Kalamazoo and the Neighborhood Associations will increase resident involvement.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

This section requires the jurisdiction to explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing are affected by public policies, particularly those of the local jurisdiction. Such policies include land use controls, zoning ordinances, building codes, and policies that affect the return on residential investment.

Land Use Controls

Most of the available land in the City has been developed. There are only a small number of large vacant tracts of land that remain, thereby limiting the future development of residential units. There are a number of smaller parcels that are vacant and suitable for infill construction of residential units. A barrier to the development and redevelopment of these infill sites is environmental contamination. Particularly in many of the lower income neighborhoods, many of the properties that are available for redevelopment are environmentally contaminated primarily due to overuse of the site or an adjacent site. Clean-up of these sites can be very costly, thereby limiting the ability to attract new business and housing to these sites. The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing this issue. Using captured tax revenue, the Brownfield Initiative has purchased many of these contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

Zoning Ordinance and Subdivisions

Recognizing that Zoning can serve as a barrier to housing options and affordability, the City of Kalamazoo is undertaking a Zoning Code rewrite and an update to the Zoning Map. These changes are designed to increase the quantity and location of housing types throughout the City. More options in the type of housing unit not only can provide a wider range of affordable units, but provides housing that better serves residents throughout the life cycle (single, family, empty nester, senior, etc). The changes are also designed to remove the barriers to housing development and rehabilitation, working first in the neighborhoods that have experienced the most disinvestment. This work focuses on creating zoning districts that work with the existing, historic land development patterns in Kalamazoo rather than imposing generic suburban zoning standards. The updated zoning standards will remove the non-conforming status of lots and lay a foundation on which reinvestment can happen efficiently.

Housing and Building Codes

The City of Kalamazoo enforces the Michigan Building Code, which is standard among municipalities in the State. The City's anti-blight team and building code enforcement efforts have increased since the previous Consolidated Plan. As a result, blight and abandonment issues are addressed more quickly. The

rental certification program continues to be administered, and as a result, the quality of the rental housing increases. Therefore, housing and building codes do not create a barrier to affordable housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will utilize a variety of strategies and support from community partners to help address barriers to affordable housing. Generally, the City utilizes 50 percent or more of the total HUD grant award towards housing activities. These funds will help to increase the supply of affordable housing, as well as helping those in affordable units to remain housed. In addition, the City has encouraged, through the competitive application process, that housing providers form partnerships in the hopes of avoiding duplication of services that would allow assistance to larger numbers of low income households. Most of these partners also provide needed social services that help households with long term housing sustainability.

The City of Kalamazoo's code enforcement and anti-blight effort is funded with CDBG. One of the enforcement teams' main purposes is the identification and resolution of blighted housing units, which can be made available for low income households, thereby increasing the number of affordable housing units in the City.

The City of Kalamazoo has also provided CDBG funding to the Local Initiatives Support Corporation for capacity building and technical assistance of housing, Community Housing Development Organizations and/or neighborhood-based nonprofit organizations operating within Kalamazoo. The capacity and productivity of these organizations are important elements in addressing current barriers to the provision of affordable housing.

The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing the issue of contaminated properties that may have the ability to be redeveloped. Using captured tax revenue, the Brownfield Initiative has purchased many contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

Some additional actions planned over the five year period of the Consolidated Plan are:

- Focus CDBG funding on substandard housing and/or deferred maintenance of affordable housing units, particularly in the Eastside, Edison and Northside Neighborhoods.
- Pilot a housing repair program for low-income homeowners that receive code violations.
- Lead Hazard Removal. The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. Purpose is to identify and control lead based hazards. Focus is on homes with children under six year of age.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Housing Resources, Inc. and Goodwill Industries sponsor a weekly Community Housing Information Hour. Participating organizations include but are not limited to the Department of Health and Human Services, and Kalamazoo Community Mental Health. The services include coordinated entry screening for households experiencing homelessness or at risk of experiencing homelessness, information and referral, and screening and assessment.

Kalamazoo Community Mental Health and Substance Abuse Services support a Housing Recovery Center, which assists individuals with finding and maintaining affordable housing. One of the services the Recovery Center offers is outreach to people living in emergency shelters and places not meant for human habitation. Ultimately, the outreach is to provide homeless individuals with the services they need and to help them find permanent and supportive housing.

Catholic Charities Dioceses of Kalamazoo utilizes a street outreach program grant from U.S. Department of Health and Human Services. The grant has enabled Catholic Charities to meet homeless youth at their point of need. The street outreach program allowed Catholic Charities to build upon and expand their current drop-in center services to have staff available on the street at designated times, seeking out those youth who most need their services.

Addressing the emergency and transitional housing needs of homeless persons

The countywide Coordinated Community Assessment System utilizes *Gryphon Place 2-1-1 provide 24 hour information and referral services to residents in need of help to Kalamazoo* continuum of care organizations. These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.

Persons with greatest need are referred to Housing Resources, Inc. the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA.

The HARA schedules the Housing Assessment visit within two days of initial contact. The HARA Housing Resource Specialist creates the CHAP utilizing the Homeless Management Information System (HMIS) and prioritizes strength based case management principles. Resources are provided based on need and may include: case coordination, financial assistance, landlord/tenant education/engagement, linkage to community partner resources, and referrals to mainstream service providers.

Emergency shelter services, with the goal of rapid re-housing, are provided to homeless households. These services include a shelter diversion assessment, shelter entry with the goal of rapid exit, financial assistance in the form of rental subsidy, and tenant-landlord engagement. Emergency shelters with rapid re-housing services have the goal of achieving sustainable permanent affordable housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Working towards prevention, the Continuum of Care has managed a total of 299 Vouchers reserved for homeless households, 689 Housing Choice Vouchers, and 49 project-based vouchers. In addition, the following programs have been developed to help prevent individuals and families from becoming homeless:

- The Eviction Diversion program is designed to prevent rental evictions, reducing the number of families and individuals who are at jeopardy of becoming homeless.
- The Navigator Program is a results-oriented program that strives to eliminate barriers to housing and services for those in most need.
- Project Connect is a program that provides a day of assistance for families and individuals living in our community that are in need of services, ranging from haircuts to Department of Human Services applications, from resume building to housing services, and obtain birth certificates and personal identification. Approximately 35 organizations come together and offer services at a single location.

The Continuum of Care also has an evaluation monitoring process to determine whether homeless agencies are performing satisfactorily and effectively addressing homeless needs. The monitoring process requires all Continuum of Care grantees to submit quarterly HMIS reports. Focal areas for review include the following:

- Increasing housing stability/sustainability as measured through an increase in income.
- Increasing the percentage of homeless persons staying in permanent housing over six months to at least 77 percent.
- Increasing the percentage of homeless persons moving from transitional housing to permanent housing to at least 65 percent.
- Increasing the percentage of persons employed at exit to at least 20 percent.

- Reducing the average Length of Stay in shelters to less than 30 days.

These benchmarks are reviewed quarterly by the Allocations and Accountability Team of the Continuum of Care.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Kalamazoo County Multi-Purpose Collaborative Body passed a resolution to work cooperatively with the Kalamazoo Continuum of Care to ensure a discharge policy for persons leaving publicly funded institutions or systems of care.

There are strong "guidelines" about discharge from the State hospitals and from the mental health unit at Borgess Hospital. Kalamazoo Community Mental Health and Substance Abuse Services employ hospital liaisons to work with individuals prior to release to create a "person centered plan" which includes next steps after discharge. Kalamazoo Community Mental Health and Substance Abuse Services also funds a jail liaison position to connect people in jail with appropriate mainstream, Medicaid funded mental health services.

The Continuum of Care Planning Policy regarding discharge follows:

Foster Care: Local foster care providers are required to adhere to Michigan's laws, policies, and procedures applicable to adult and child foster care placement and discharge. Young adults (ages 18-21) transitioning out of foster care to independent living are assisted in finding suitable and sustainable living arrangements. They may be provided first month's rent, security/utility deposit, and monies to purchase household goods, food, and supplies. Discharge is guided by a needs assessment and the information collected in a Individual Service Plan.

Health Care: Discharge planning assessment, planning, and follow-up procedures are managed by providing a multi-disciplinary team approach to patients with post-hospital needs. Discharge Planning is the vehicle which moves the patient to the proper level of post-hospital care and/or to the proper facility

The regional Veteran's Administration (VA) serves 14,000 veterans per year, half of whom are from the local area. The hospital follows a set of discharge criteria when releasing patients into the community. VA social workers and case managers assess and work with the patients who are homeless to find them appropriate shelter before their release.

Mental Health: The Kalamazoo County Mental Health and Substance Abuse Services agency follows the dictates of Section 330.1209b of the Mental Health Code, which states that “the community mental health services program will produce in writing a plan for community placement and aftercare services that is sufficient to meet the needs of the individual.”

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Lead based hazards in the City of Kalamazoo remain a significant concern in light of the City's desire to rehabilitate older housing stock to maintain affordable housing. According to the U.S. Census, 89 percent of the owner-occupied and 74 percent of renter-occupied housing in the City was built prior to 1980, and of which, 26 percent of owner-occupied and 12 percent of renter-occupied have children present.

The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. Purpose is to identify and control lead based hazards. Focus is on homes with children under six year of age. The specifics of the grant are as follows.

- Grant period is 1/12/2019 – 6/30/22
- Grant award is \$1,999,362. We were awarded full amount of request.
- Number of houses - 72 60% homeowner/40% rental
- Grant was written in collaboration with Kalamazoo Neighborhood Housing Services
- Grant uses approximately \$200,000 of future CDBG funding as a match.

The City also continues to include lead hazard reduction strategies into repairs on rental properties inspected under the City Housing Code. The City inspects all rental properties at least once every three years. When potential or existing problems are located, inspectors require appropriate remedial action. In addition to the lead based paint disclosure rule of 1996, the City of Kalamazoo requires its Subrecipients to comply with the September 15, 2000 regulation, "Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Federally-Owned Residential Property and Housing Receiving Federal Assistance."

How the actions are listed above related to the extent of lead poisoning and hazards?

The large number of older homes and rental units in Kalamazoo requires more vigilance related to lead hazards. Reduction of lead hazards is a critical part of homeowner and rental rehabilitations that are funded with CDBG and HOME dollars. The core neighborhoods of Kalamazoo are where the oldest housing stock is located. The City has a policy that CDBG funds will be focused in the core neighborhoods, regardless of the program or activity. This policy will assist with the remediation of lead in the neighborhoods where the need is the greatest. The Lead Hazard Reduction grant will be used in collaboration with other housing rehabilitation programs funded with federal and/or private funds to impact housing for low income residents.

How are the actions listed above integrated into housing policies and procedures?

All housing Subrecipient and developer agreements with the City have a section pertaining to lead based paint and the requirements established by HUD. The Grant Administration Policy guidelines developed by the City of Kalamazoo Department of Community Planning and Economic Development includes the review of lead procedures and the collection of necessary lead documents to ensure appropriate lead practices were followed and that project files are complete.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Approximately one third of the City lives below the federal poverty. That number increases to almost 50% in several of the core neighborhoods that also have the highest concentration of people of color. The City of Kalamazoo has initiated Shared Prosperity Kalamazoo (SPK) to address poverty. SPK is a bold and ambitious plan to transform our community into a place where every child and every adult thrives and prospers. In 2014, the City Commission voted to make the reduction of poverty, especially among children one of its top priorities. This Commission priority was substantiated by the community through the Imagine Kalamazoo 2025 engagement process and the resulting Strategic Vision and Master Plan. More than 3,500 community voices gave input on the opportunities and challenges the felt the City faced. As a result of those voices the following goals were laid out in the Strategic Vision – Shared Prosperity, Connected City, Inviting Public Spaces, Environmental Responsibility, Safe Community, Youth Development, Complete Neighborhoods, Strength through Diversity, Economic Vitality and Good Governance. Shared Prosperity aligns most closely with the Strategic Goals of Shared Prosperity, Complete Neighborhoods, Youth Development, Strength through Diversity and Economic Vitality.

SPK is guided by a coalition made of an Organizing Committee and goal teams. The Organizing Committee is responsible for convening stakeholders for conversations and accountability around recommendations to meet the goals set forth in the plan. There are three teams each one focusing on a specific SPK goal. The members of the teams include both service providers and residents. They teams are intended to meet 4-6 times a year to share information, actions/programs to be presented to the Organizing Committee. SPK budget, plans and initiatives will have final approval by the City Commission before implementation.

SPK has three goals that work is being planned and implemented on simultaneously. They are; 1) Promote the health growth, development and learning of children 2) Increase access to good jobs; and 3) Promote strong families. SPK also has four targeted populations. They are; 1) Families of color 2) Families at or below poverty level and those not earning a living wage; 3) Families in neighborhoods of concentrated poverty and 4) Individuals with criminal records.

The combination of aspirational goals and community engagement has led SPK to focus on three particular neighborhoods that encompass five census tracts within the city—Eastside, Edison, and Northside—for targeted action projects.

The rationale to focus on these three neighborhoods is based on several elements.

First, a national scan of community economic development field research and literature has shown a place-based approach to neighborhood revitalization/restoration as an effective strategy to pursue to produce individual & family impact (people-based) as well as community impact (place-based). Improving the economic situation of neighborhood residents & local businesses, in addition to enhancing the neighborhood's quality of life as a whole (appearance, safety, gathering places, and sense

of positive momentum, social networks, and resident engagement/leadership development) are key elements in establishing prosperity within local communities.

Second, consistent quantitative and qualitative data has shown us that this is where the inequities are the greatest. The concentration, as well as, persistence of compounded disadvantage in these geographies has existed for quite some time and poverty threshold statistics have not significantly dwindled.

Lastly, the 2018 Shared Prosperity Kalamazoo Action Plan, approved by the Kalamazoo City Commission, sets precedence to serve several priority populations⁴— families of color, individuals with criminal records, and neighborhoods of concentrated poverty—defined as a geographic area (primarily a census tract) where the poverty rate is 40 percent or more.⁵

The culmination of these factors provides adequate justification to significantly invest resources targeted to positively impact both people and place within these neighborhoods.

How is the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The goals for this Affordable Housing Plan and SPK are closely aligned. Both plans address the following:

- Low to mod income residents
- Low to mod income and racially concentrated areas of the City/Census tracts
- Housing/Found in the Strong Families goal in SPK
- Youth development

The City of Kalamazoo is integrating HUD funding with private funding to address these shared goals.

In addition, the City has an approved Section 3 Preference Policy support local low income businesses and residents, improving their financial stability.

⁴ City of Kalamazoo. *2018 Shared Prosperity Action Plan*, pgs. 32, 38, 42

⁵ Isaac Shapiro, Cecile Murray, and Barbara Sard. November 3, 2015. *Basic Facts on Concentrated Poverty*. <https://www.cbpp.org/sites/default/files/atoms/files/11-3-15hous2.pdf>

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Community Planning and Economic Development is responsible for preparing annual reports detailing the progress of all of the strategies contained in the Consolidated Plan. This department will monitor the implementation of these strategies in order to identify areas requiring improvement. This evaluation will include a review of expenditure timeliness; monthly reports submitted by Subrecipients relative to attainment of goals achievement; and, potential problem areas that may be addressed with proactive or technical assistance. To facilitate this review, the City has implemented a Performance Tracking System which is detailed in the Agreements to help Subrecipients meet their monthly, bi-annual, and yearly goals.

Another area of particular attention is on-site monitoring of Subrecipients. Community Planning and Economic Development staff maintains a list of all of the Subrecipients who have received funding within the last ten years. This list is updated annually with information pertaining to the years they received funding, the last year that was monitored, if it was an on-site visit, and when the next monitoring visit is required.

Each Subrecipient will receive an on-site monitoring at least once every two years, depending on the relative risk factors for each program. High level risk factors include capacity issues/staff turnover, instances of public complaints, other previous significant monitoring issues, and relatively large allocations.

Under the HOME program, the City and its partner agencies review all HOME-assisted rental housing projects to ensure compliance with all HOME program requirements. Rental projects will be monitored throughout the year and one on-site visit will be completed. The first level of HOME-assisted rental review comes from the City of Kalamazoo Code Administration, which ensures that all rental units in the City are certified and meet housing quality standards. All certifications require an on-site inspection and certifications are conducted every other year.

It is intended that this monitoring plan will reinforce the communication network between the City and the various housing and human needs agencies participating directly in the implementation of the Consolidated Plan or assisting in the provision of services supporting the Plan's strategies. The monitoring process will also ensure accountability, compliance, and adequate progress from the various agencies funded as a part of the City's CDBG, HOME, and ESG programs.

Additionally, the City of Kalamazoo, will review the priorities, goals and outcomes as set forth in the 2019 - 2022 Consolidated Plan at least three times per year, as follows 1) at the time of the submission

of new applications, 2) in preparation for the Annual Action Plan Public Hearing, and 3) at the time of the Public Hearing for the Consolidated Annual Performance and Evaluation Report.

Community Planning and Economic Development have increased efforts to increase engagement and inclusion of minority and women owned business through our Business Development Fund programs. Additional monitoring of minority and women owned businesses is handled through the City's Purchasing Department. A voluntary list is maintained by commodity code of service and/or supply. The minority and women owned business list is updated continually as bid requests are released.

PY2020 ACTION PLAN

SOURCES

CDBG Allocation	\$ 1,629,761
CDBG Prior Years Unallocated Funds	\$ 114,587
CDBG Anticipated Program Income	\$ 120,680
HOME Allocation	\$ 528,929
HOME Prior Year un/allocated Funds	\$ 123,820
TOTAL 2019 FUNDS AVAILABLE	\$2,517,777

USES

Agency	Activity Name	Funding	
CDBG ADMINISTRATION² (20% Cap)			
City of Kalamazoo	Administration	\$323,007	\$ 323,007

CDBG - GENERAL

City of Kalamazoo	Code Administration	\$400,000	
City of Kalamazoo	Demolition	\$50,000	
		Total	\$ 450,000

CDBG PUBLIC SERVICE¹ (15% Cap)

City of Kalamazoo Public Safety	Crime Prevention	\$150,000	
Local Initiatives Support Corp	Continuum of Care	\$20,000	
Fair Housing Ctr of SW Michigan	Fair Housing	\$20,000	
City of Kalamazoo	P&R Youth Development	\$11,500	
		Total	\$ 201,500

CDBG - AFFORDABLE HOUSING

Agency	Activity Name	Funding	
Community Homeworks	Critical Home Repair	\$95,000	
Senior Services	Minor Hm Repair -Seniors	\$150,000	
KNHS	Down Payment Assistance	\$105,000	
City of Kalamazoo	Code Repair Program	\$125,000	
City of Kalamazoo	Lead Grant Match	\$94,541	
		Total	\$ 569,541
TOTAL 2020 CDBG PROGRAM ALLOCATIONS			\$1,544,048

2020 Neighborhood Enhancement (NE)			
City of Kalamazoo	2020 Unallocated	\$85,713	
City of Kalamazoo	2019 Unallocated	\$114,587	
		Total	\$ 200,300

ANTICIPATED PROGRAM INCOME			
Agency	Activity Name	Funding Recom	Total
City of Kalamazoo CP&D	Small Business Revolving Loan	\$11,280	
Kzoo Neighborhood Housing Services	Minor/Emergency Roof Repair	\$95,000	
Community Homeworks	Critical Minor Home Repair	\$14,400	
Anticipated Program Income Total			\$ 120,680
Anticipated Program Income Total			

TOTAL CDBG FUNDING FOR PY2020			\$1,865,028	
HOME - 10% Adm, 15% CHDO				
Agency	Activity Name	Funding	Total	
City of Kalamazoo	City of Kalamazoo Adm	\$52,892		
KNHS	Lease Purchase (CHDO 79,339)	\$205,000		
Tardani Rental Properties	Rental Rehab	\$90,500		
HOME CURRENT YEAR TOTAL HUD ALLOCATION			\$ 348,392	
HOME - Affordable Housing Project				
City of Kalamazoo	2020 Unallocated	\$180,537		
City of Kalamazoo	2019 Unallocated	\$123,820		
HOME - TOTAL FUNDS			\$ 304,357	
TOTAL HOME FUNDING FOR PY2020			\$ 652,749	
PROGRAM YEAR 2020 TOTAL				\$ 2,517,777

1Public Services activities are subject to a 15%

cap

2 CDBG Planning and Administrative services are subject to a 20%

cap

3HOME administration is subject to a 10% cap

4HOME-CHDO is subject to a 15% cap

5ESG administration is subject to a 7.5% cap

Disclaimer: This document is a draft and provided as a courtesy. This document is not to be considered the final FY 2020-2021 Annual Action Plan. Because it is a work in progress, there are meetings that are forthcoming, parts that may be revised, including page numbers and references. All information contained herein is subject to change upon further review.



Community Planning & Economic Development PY2020 Action Plan

Year Two of 2019-2023 Consolidated Plan

City of Kalamazoo

Community Development Block Grant Program

HOME Investment Partnerships Program

Adopted by the Kalamazoo City Commission on June____, 2020

Submitted to HUD on June____, 2020

*Prepared by Staff of the City of Kalamazoo
Community Planning and Economic Development
Community Services Division
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Comment [CE1]: Do you want a picture on the Table of Contents Page?

Comment [CV2]:

Annual Action Plan

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Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Each year the City of Kalamazoo is required to submit an Action Plan to HUD. The intent of the plan is to identify how federal grant funds received by the City will be utilized during that program year to address the priority needs acknowledged in the City's Consolidated Plan. Program Year (PY) 2020 Annual Action Plan (July 1, 2020 through June 30, 2021) represents the second program year in which to address the needs identified in the City of Kalamazoo's 2020 - 2023 Consolidated Plan, approved by the Kalamazoo City Commission on May 06, 2019.

Comment [CE3]: Isn't this the second program year (from the title page)?

Comment [CV4]: Thanks for the correction

The Action Plan constitutes the City's application to HUD for its Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding allocations, which are the primary resources for addressing Kalamazoo's housing and community development needs. The City expects to use approximately **\$2,517,777** in PY2020 funding through the **CDBG (\$1,629,761) and HOME (\$528,929)** federal entitlement grants. The City and its Subrecipients will also utilize approximately **\$120,680, in anticipated program income** in PY2020. The City has no unallocated prior year program funds. The complete available budget to include unallocated funds for **PY2020 totals \$2,517,777**.

The Community Planning and Economic Development Department will also report, to the extent possible, on other resources expected to be used in ways consistent with the Consolidated Plan. This includes both funds and resources of other organizations and agencies, local nonprofits, and for-profits which address the housing and community development needs of the City and its residents.

Decisions about the annual allocation of federal resources is based upon the 2020 - 2023 Consolidated Plan, which was developed after a thorough public participation process conducted both informally with community partners, stakeholders, neighborhood organizations and residents and formally via public hearings. The priorities, goals and objectives outlined in the Consolidated Plan were developed based on the feedback received during this public process, as well as the evaluation of housing, homeless, special needs population,

and other relevant community development data.

PY2020 ACTION PLAN

SOURCES			
CDBG Allocation		\$	1,629,761
CDBG Prior Years Unallocated Funds		\$	114,587
CDBG Anticipated Program Income		\$	120,680
HOME Allocation		\$	528,929
HOME Prior Year un/allocated Funds		\$	123,820
TOTAL 2019 FUNDS AVAILABLE		\$2,517,777	
USES			
Agency	Activity Name	Funding	
CDBG ADMINISTRATION² (20% Cap)			
City of Kalamazoo	Administration	\$323,007	\$ 323,007
CDBG - GENERAL			
City of Kalamazoo	Code Administration	\$400,000	
City of Kalamazoo	Demolition	\$50,000	
		Total	\$ 450,000
CDBG PUBLIC SERVICE¹ (15% Cap)			
City of Kalamazoo Public Safety	Crime Prevention	\$150,000	
Local Initiatives Support Corp	Continuum of Care	\$20,000	
Fair Housing Ctr of SW Michigan	Fair Housing	\$20,000	
City of Kalamazoo	P&R Youth Development	\$11,500	
		Total	\$ 201,500

CDBG - AFFORDABLE HOUSING			
Agency	Activity Name	Funding	
Community Homeworks	Critical Home Repair	\$95,000	
Senior Services	Minor Hm Repair -Seniors	\$150,000	
KNHS	Down Payment Assistance	\$105,000	
City of Kalamazoo	Code Repair Program	\$125,000	
City of Kalamazoo	Lead Grant Match	\$94,541	
Total			\$ 569,541
TOTAL 2020 CDBG PROGRAM ALLOCATIONS			\$1,544,048

2020 Neighborhood Enhancement (NE)			
City of Kalamazoo	2020 Unallocated	\$85,713	
City of Kalamazoo	2019 Unallocated	\$114,587	
Total			\$ 200,300

ANTICIPATED PROGRAM INCOME			
Agency	Activity Name	Funding Recom	Total
City of Kalamazoo CP&D	Small Business Revolving Loan	\$11,280	
Kzoo Neighborhood Housing Services	Minor/Emergency Roof Repair	\$95,000	

Community Homeworks	Critical Minor Home Repair	\$14,400	
Anticipated Program Income Total			\$ 120,680
Anticipated Program Income Total			
TOTAL CDBG FUNDING FOR PY2020			\$1,865,028
HOME - 10% Adm, 15% CHDO			
Agency	Activity Name	Funding	Total
City of Kalamazoo	City of Kalamazoo Adm	\$52,892	
KNHS	Lease Purchase (CHDO 79,339)	\$205,000	
Tardani Rental Properties	Rental Rehab	\$90,500	
HOME CURRENT YEAR TOTAL HUD ALLOCATION			\$ 348,392
HOME - Affordable Housing Project			
City of Kalamazoo	2020 Unallocated	\$180,537	
City of Kalamazoo	2019 Unallocated	\$123,820	
HOME AFFORDABLE HOUSING PROJECT TOTAL			\$ 304,357
TOTAL HOME FUNDING FOR PY2020			\$ 652,749
PROGRAM YEAR 2020 TOTAL			\$ 2,517,777

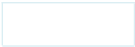
1Public Services activities are subject to a 15% cap

2 CDBG Planning and Administrative services are subject to a 20% cap

3HOME administration is subject to a 10% cap

4HOME-CHDO is subject to a 15% cap

5ESG administration is subject to a 7.5% cap



Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public and Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services						These funds will leverage City dollars through public infrastructure investment and other City services. In addition, other State and Federal funds will be leveraged by City subrecipients for housing activities.
			1,615,35	120,680	138,002	1,873,717	5,736,621	
HOME	Federal	Acquisition Homebuyer assistance Homeowner Lease Purchases Rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA						HOME dollars will leverage additional HOME funds from MSHDA, as well as possible low income housing tax credits depending on the projects funded.
			492,146	0	123,820	615,966	1,476,438	

Table 1 - Expected Resources – Priority Table

Comment [CE5]: I separated the list above with comments, but this lists division isn't clear to me.

Comment [CV6]: The is a template download from HUD

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Often, additional resources are leveraged by our subrecipients and partners to complete a project. These leverage funds often come from the State of Michigan through the Michigan State Housing Development Authority or through foundations like the Kalamazoo Community Foundation. However, these funds are not known until the subrecipient submits an application through the City's competitive application process.

Community Development Block Grant funds will leverage additional resources as follows:

- Public Infrastructure projects will be supported with additional City and State infrastructure dollars.
- Code enforcement, crime prevention and youth services will leverage additional City general fund dollars. Subrecipients of the City will leverage Michigan State Housing Development Authority and other State funds, as well as nongovernmental funding to expand the scope of rehabilitation assistance.

HOME Investment Partnership Funds will leverage additional public and private investment:

Homeownership investment will be supported by other agencies such as the Michigan State Housing Development Authority and community foundation grants.

- Rental projects may leverage additional funding from HUD; the Federal Home Loan Bank programs; the application of Low-Income Housing Tax Credits; private equity investment; private construction and acquisition financing; and other private sources.
- HOME match requirements will be achieved through the donation of property, labor and materials, as well as payments in lieu of taxes for affordable housing developments in the City.

Acceptable Sources of HOME Match

- Local or State general revenues
- Housing trust funds
- Foundations, donations
- Program income from HODAG, RRP or UDAG only after grant closeout
- Value of waived taxes, fees, or charges
- Appraisal value of land or real property not acquired with Federal Funds
- Difference between appraised value and acquisition cost, if property is acquired with Federal funds
- Grant equivalent of below market
- Interest rate loans to the project
- The cost of investments, not made with federal resources, in-, on- and off-site infrastructure that is directly required for the affordable housing assisted with HOME funds
- Federal Home Loan Bank grants
- Value of donated material or labor
- Direct cost of supportive services that facilitate independent living or as part of a self-sufficiency program
- Direct cost of homebuyer counseling for families that complete a HOME assisted purchase

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

No publicly owned land will be utilized.

Discussion

None.

Comment [CE7]: Anything to add here?

Comment [CV8]: No

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2023	Affordable Housing	City-wide low-income households CDBG-Eligible Census Tracts	Acquisition of Existing Units Administration of Programs Production of New Units Public Services, Rehabilitation of Existing Units Rental Assistance Down Payment Assistance	CDBG: \$569,541	Household Housing Units SS/CH-Homeowner Housing Rehabilitated: 123 Lead Reduction Units: 10 Code Enforcement: Program 15 Down Payment Assistance: 12 Demolition: 3 Code Enforcement: 1100

Comment [CE9]: Some of the words seem randomly bolded. Is there a reason for that?

Comment [CV10]: Not, that I know of. The plan is a template that is download from HUD

Comment [CE11]: I put in commas to separate the list, but maybe it would be better to adjust the spacing?

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2023	Non-Housing Community Development	City-wide low-income households CDBG-Eligible Census Tracts	Public Services	CDBG: 150,000	Household Housing Unit Crime Prevention
							HOME: \$295,500	Rental Unit Added: 4 KNHS Affordable Housing – 3

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Homeless Assistance	2020	2020	Homelessness	City-wide low-income households	Homeless Emergency Shelters Homeless Prevention	CDBG: \$20,000	Public Service dollars to assist Continuum of Care (CoC) in the administration of ESG program
	NO PY2020 ESG ALLOCATION							
	ESG Services are based on award							

Comment [CE12]: What's this stand for?

Comment [CV13]: Continuum of Care

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Neighborhood Enhancement	2020	2020	Non-Homeless Community Development	Core Neighborhoods low-income households CDBG-Eligible Census Tracts	Neighborhood Improvement	CDBG: \$200,00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 28,884 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit:

Comment [CE14]: Should there be a number after this?

Comment [CV15]: No

#	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Youth Development	2020	2020	Non-Homeless Special Needs	City-wide low-income households CDBG-Eligible Census Tracts	Administration of Programs Public Services	CDBG: \$11,500	Public service activities other than Low/Moderate Income Housing Benefit: Anticipated Assistance to 340 Persons

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Improve the amount of decent and affordable housing in the City of Kalamazoo by supporting the maintenance, rehabilitation and development of accessible owner and renter occupied housing.
2	Goal Name	Create New Homeownership Opportunities - Down payment Goal
	Goal Description	Use HOME Program funds to assist first-time homebuyers to afford down payment expense.
3	Goal Name	Maintain Habitability for Elderly Homeowners
	Goal Description	Help the elderly maintain and retain their homes through the provision of home repairs.
4	Goal Name	Make the City More Livable for People with Disabilities
	Goal Description	Assist people with disabilities, landlords, and advocates in the areas of housing and housing rights; perform accessibility improvements in public facilities.
5	Goal Name	Promote Community Development through Planning
	Goal Description	Perform citywide comprehensive community development planning to help formulate long-term development and policy objectives for the City.

6	Goal Name	Demolition of Blighted Properties
	Goal Description	Improve neighborhood quality through the elimination or improvement of blighted properties.
7	Goal Name	Homeless Assistance
	Goal Description	Work towards ending homelessness within Kalamazoo County by supporting the U.S. Department of Housing and Urban Development's Strategic Plan to Prevent and End Homelessness. This will be implemented through the Kalamazoo County Continuum of Care by providing services and support to the City's homeless population. Funds will be used to invest in proven strategies to reduce the number of homeless individuals on the streets. Agency funded activities will include canvassing for clients, engaging clients, accessing or providing emergency and crisis intervention services, assessing clients, crisis intervention counseling, case management, providing access to any available entitlements, benefits, housing or other resources, direct provision of and/or referrals and linkages to health and/or behavioral health services, and transportation of clients. The City will require funded agencies to specifically focus on chronically homeless individuals.
8	Goal Name	Neighborhood Enhancement
	Goal Description	Advance the sustainability of the Community Development Block Grant neighborhoods identified in the Consolidated Plan through the continuation of City services and redevelopment of key neighborhood improvements.
9	Goal Name	Youth Development
	Goal Description	Develop well-adjusted and productive youth through supporting youth programs and activities that provide recreational opportunities to low- and moderate-income people. This will be done by funding staff to coordinate and manage programs at park facilities and the creation/improvement of parks and playgrounds.

Table 3 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b).

Below are an estimated number of extremely low-income, low-income and moderate-income families the City will be assisting:

- 4 rental households at or below 80% of area median income with new affordable rental housing; 20% of these units will be further restricted to households at or below 50% of area median income.
- 12 households at or below 80% of area median income with homebuyer assistance.
- 3 households at or below 80% of area median income with new housing for ownership.
- 138 households at or below 80% of area median income with owner occupied rehabilitation.

AP-35 Projects – 91.220(d)

Introduction

The City of Kalamazoo continues to conduct meetings to address its goals and needs. Goals and needs to be addressed are either carried out by the City or through one of its subrecipient nonprofit partners. The following is PY2020 project listing:

#	Project Name	
1	CDBG Planning and Development	Administration
2	Code Enforcement	Code Compliance Program
3	Demolition	Blight Prevention Program
4	Fair Housing of SW Michigan	Fair Housing Program
5	Parks & Recreation - Youth Program	Summer and After-School Program
6	Public Safety	Neighborhood Safety Program
7	Community Homework - Critical Home Repair	Critical Home Repair Program
8	Senior Services - Home Repair for the Elderly	Elderly Home Repair Program
9	United Way - Continuum of Care - CDBG	Homeless Assistance Program
10	KNHS – DPA	Down Payment Assistance
11	Code Enforcement Repair	Code Violation Repair Program
12	Neighborhood Enhancement – Targeted Neighborhood – Edison Neighborhood	Revitalization Program
13	HOME Program Administration and Planning	Administration
15	KNHS – Lease Purchase/Homeownership	Lease Purchase – Home ownership Program
16	Tardani Rentals	Rental Rehab
17	Affordable Housing Program	HOME – Affordable Housing Project(s)

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The reasons for allocation priorities results from the City of Kalamazoo completing an extensive outreach process as part of the development of the 2020-2023 Consolidated Plan. This outreach was evaluation against the data collected for the plan; the realities that the City must consider when determining priorities like yearly budgets, staff capacity, etc.; and what other funders are doing in the community. Based on this evaluation, a set of priorities were established and these priorities were vetted by the Community Development Act Advisory Committee and adopted by the City Commission as part of the 2020-2023 Consolidated Plan.

Obstacles to addressing underserved needs are due to the reduction of financial resources. More innovative and creative partnerships and funding schemes will need to be considered as these obstacles, particularly funding, are

Comment [CE16]: I made this statement blue too to be consistent with the others.

Comment [CE17]: This sentence is confusing to me. The financial resources experience obstacles in addressing and helping those in need?

Comment [CV18]: Clarified

likely to continue.

The need for permanent affordable supportive housing continues to be a concern for persons experiencing homelessness and other special needs populations. The gap between the number of affordable units and those in need continues to be significant for the City and the region.

The development of new affordable housing, particularly with supportive services, is a goal of the Continuum of Care. Partnerships with the City of Kalamazoo, local nonprofit housing providers and Michigan State Housing Development Authority, are needed to develop an affordable housing strategy. The City will continue to invest in affordable housing through both the CDBG and HOME grant programs.

Providing services, particularly housing, to the chronically homeless continues to be a challenge in Kalamazoo. The small numbers of people with complex, unmet needs who experience homelessness are frequent users of shelters and emergency health care. They often have long histories of homelessness and untreated, or poorly managed, mental illnesses and addictions. Their frequent stays in county or city jails, shelters, hospitals, etc., result in extraordinarily high costs in multiple public systems, but fail to improve the outcomes for the individuals or their communities.

To have a more proactive approach to homeless prevention, the Continuum of Care developed the Systems of Care team that established work groups to address the needs/barriers of those who may become homeless. The team works to promote the adoption of evidence-based and promising program practices in support of a Housing First philosophy of care. They prioritize Continuous Quality Improvement in service delivery and educate and inform members on national and community best practices.

In general, the City, particularly the Department of Community Planning and Economic Development, continues to make an effort to strengthen its relationship with county partners. The Kalamazoo County Department of Health and Community Services houses the Kalamazoo County Community Action Agency, which provides programs and services to help low income households achieve greater economic self-sufficiency. Working towards intergovernmental cooperation could result in joint community development projects, data sharing and best practices.

Projects

Project Summary Information

Table 5 – Project Summary

1	Project Name	CDBG Planning and Development
	Target Area	City-wide low-income households
	Goals Supported	Affordable Housing Homeless Assistance Neighborhood Enhancement Youth Development
	Needs Addressed	Administration of Programs
	Funding	CDBG: \$323,007
	Description	The CPED Department will utilize the 20% percent cap available from the entitlement funding for management, monitoring and coordination of activities impacting low to moderate income residents. Funding also includes \$85,404 in anticipated program income.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	There is population of approximately 75,984 residing in the City of Kalamazoo of a non-low/mod and low-mod status will benefit from proposed activity.
	Location Description	245 N. Rose Street, Kalamazoo, MI 49007
	Planned Activities	Administration of the CDBG program for the 2020 program year to include monitoring, reporting technical assistance, etc.
2	Project Name	Code Enforcement
	Target Area	CDBG-Eligible Census Tracts

	Goals Supported	Affordable Housing
	Needs Addressed	Public Services
	Funding	CDBG: \$400,000
	Description	The CPED Department will fund Housing Inspectors and Anti-Blight staff who work in the CDBG-eligible Census Tracts to reduce slum and blight.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	For 2020, the program anticipates that it will issue Housing Code violations affecting an estimated 1000-1300 homeowner and rental housing units to address curb lawn trash, zoning violations, tall grass/weeds, graffiti, and general blight.
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	The City's Code Enforcement and Anti-Blight Team will contribute to the quality of owner-occupied housing in the City through their enforcement efforts in the CDBG-eligible neighborhoods. The team will manage the following type of activities: abandoned residential structure cases; secure and board structures open to casual entry; condemn structures; work with the Building Board of Appeals; issue graffiti violations and general blight.
3	Project Name	Demolition
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$50,000
	Description	Funding for the emergency demolition of imminently dangerous buildings and blight removal.

Comment [CE19]: owner-occupied?

Comment [CV20]: Correction made

	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Three Buildings
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	Will demolish <u>three</u> vacant, abandoned single-family residential structures.
4	Project Name	Public Services: COK Public Safety – Crime Prevention
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$150,000
	Description	The City of Kalamazoo Public Safety Department will use CDBG funds toward the salaries of two public safety officers for crime awareness and prevention in the low- to moderate-income neighborhoods.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Families within the CDBG-eligible neighborhood will benefit from this activity as Community Police Officers will provide needed crime prevention activities. Partnerships will be established with the neighborhood associations to ensure outreach to the community.

Comment [CE21]: Policing is a new word to me in this context.

Comment [CV22]: Clarified

	Location Description	The KDPS Community Policing Special Unit is intended to partner with the neighborhood associations to identify crime trends that negatively impact the quality of life within the CDBG-eligible neighborhoods, particularly Eastside, Edison and Vine. The Community Police Officers will maintain close relationships with neighborhood directors and associations to stay apprised of problems, “hot-spots,” and priorities of the neighborhoods. This will enable them to discuss prevention strategies and to develop a comprehensive prevention approach in a timely manner.
	Planned Activities	The role of the Community Policing is to prevent crime through identification of trends and the creation of action plans for resolution in partnership with neighborhood and community organizations. The KDPS Community Policing Special Unit is intended to partner with the neighborhood associations to identify crime trends that negatively impact the quality of life within the CDBG-eligible neighborhoods, particularly Eastside, Edison and Vine. The Community Police Officers will maintain close relationships with neighborhood directors and associations to stay apprised of problems, “hot-spots,” and priorities of the neighborhoods. This will enable them to discuss prevention strategies and to develop a comprehensive prevention approach in a timely manner. The Officers will attend monthly neighborhood association meetings and neighborhood watch meetings. They will give presentations within the neighborhoods on an array of topics, mostly geared toward crime prevention and personal safety awareness. The partnership between Public Safety and the citizens of the CDBG-eligible neighborhoods will assist in solving problems creatively to prevent crime.
5	Project Name	Public Services: United Way of the Battle Creek and Kalamazoo Region
	Target Area	City-wide low-income households
	Goals Supported	Homeless Assistance
	Needs Addressed	Homeless Emergency Shelters Homeless Prevention
	Funding	CDBG: \$20,000

	Description	United Way will provide technical assistance, capacity building training, and evaluation to approximately four housing and community development non-profit organizations, including CHDOs operating in the City of Kalamazoo, primarily in the eligible CDBG neighborhoods. United Way will also provide staff for the Affordable Housing Partnership.
	Target Date of Completion	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Homeless families will benefit from this proposed activity.
	Location Description	City-wide
	Planned Activities	Administration of the Continuum of Care.
6	Project Name	Public Services: Fair Housing of SW Michigan
	Target Area	City-wide low-income households
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	Public service funding will be provided to support City staff who will conduct fair housing activities to support the 2014 Assessment of Fair Housing Plan.
	Target Date of Completion	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	There is a population of approximately 75,548 residing in the City of Kalamazoo of a non-low/mod and low-mod status that will benefit from proposed activity. Families experiencing discrimination will benefit from this proposed activity.

Comment [CE23]: Accurate year?

Comment [CV24]: Yes

	Location Description	City wide
	Planned Activities	Public service dollars will be utilized to address the action items from the 2014 Assessment of Fair Housing Plan. In addition, community outreach, provider testing, complaint investigation and technical assistance to the City and federally funded subrecipients will be provided.
7	Project Name	Public Services: Parks & Recreation - Youth Development
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Public Services
	Funding	CDBG: \$11,500
	Description	Sponsor programs that are devoted to the mental well-being, discovery of self-worth and relationship development of children.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The Parks and Recreation Department will provide an after school and summer youth program from the Youth Development Center located in CDBG-eligible Census Tract, Edison Neighborhood. The Center draws from families primarily in the Eastside, Edison, and Vine neighborhoods which are CDBG-eligible. Approximately 68 percent of the households in these four neighborhoods have an income that is 80 percent or below the area median income. In addition, 72 percent of the students within the Kalamazoo Public School system in these neighborhoods are eligible for free and reduced lunch.
	Location Description	230 East Crosstown Parkway, Kalamazoo. Activity will primarily serve Census tracts 9.00, 16.00 and 13.00.
	Planned Activities	The Youth Development Center provides services that include meeting spaces for youth and youth organizations; youth and staff training; programs; a resource center with information and equipment available for use by youth; and collaborative programming that includes intergenerational youth programs, leisure, social/educational and entrepreneurial programs.

Comment [CE25]: 6 years ago?

Comment [CV26]: Correct

Comment [CE27]: I added .00 to 9, 16, & 13 to make them consistent with the other times Census tracts are noted.

Comment [CV28]: Thank you

8	Project Name	Community Homeworks - Critical Home Repair
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Units
	Funding	CDBG: \$95,000
	Description	Community Homeworks will use CDBG funding to complete approximately 60 emergency home repairs and will rehabilitate three homes for low- to moderate-income homeowners.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Sixty-three (63) low-income households will benefit from this proposed activity.
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
9	Planned Activities	Community Homeworks will provide loans for minor/critical home repair and moderate housing rehabilitation
	Project Name	Senior Services - Home Repair for the Elderly
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Units
	Funding	CDBG: \$150,000

	Description	Senior Services, Inc. will use CDBG funds to perform minor home repairs and barrier-free accessibility enhancements to approximately 60 housing units owned by senior citizens in CDBG-eligible Census tracts throughout the City of Kalamazoo.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Sixty (60) senior households will benefit from this proposed activity.
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Minor/critical home repair and ADA accessibility improvements
10	Project Name	KNHS – Down Payment Assistance
	Target Area	Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Home Purchase - Down Payment Assistance
	Funding	CDBG: \$105,000
	Description	City of Kalamazoo will use CDBG funds to address the need for down payment assistance for 10 to 12 low/mod families.
	Target Date of Completion	06/30/2021

Comment [CE29]: 10 or 12?

Comment [CV30]: 10 to 12

	Estimate the number and type of families that will benefit from the proposed activities	City of Kalamazoo will use CDBG funds to address the need for down payment assistance for ten (10) to twelve (12) low/mod families. This program offers down payment assistance to first-time homebuyers. Eligible homebuyers can qualify for funding to use toward down payment and/or closing costs on a one- to four-family home purchased in one of the five neighborhoods. The amount of the assistance will be up to \$7500. Eligible borrowers must be first-time homebuyers with a maximum annual household income up to 80% of Area Median Income (AMI); purchase a one- to four-family home, or cooperative in one of the five core neighborhoods of the City of Kalamazoo; qualify for a mortgage loan from a participating lender; have their own savings to contribute toward down payment and closing costs; successfully complete a homebuyer education course with a HUD-approved counseling agency; and occupy the property as their primary residence for at least ten years.
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	City of Kalamazoo will use CDBG funds to assist twelve (12) low/mod families with down payment assistance
11	Project Name	Code Enforcement Repair Program
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Enhancement
	Needs Addressed	Funding will assist families with repairs resulting in code violations
	Funding	CDBG: \$125,000
	Description	City of Kalamazoo will utilize \$125,000 in CDBG funds to address 25 critical home repairs of low to moderate income families receiving code violations.
	Target Date of Completion	6/30/21
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use CDBG funds to assist approximately 25 families with home repairs who are financially stressed.

Comment [CE31]: I assume the previous number is 12 then. ☐

Comment [CV32]: 10 to 12

Comment [CE33]: Does this apply only if it is purchased in one of the five neighborhoods? I'm not understanding the "or" there.

Comment [CV34]: "or" removed

Comment [CE35]: Low to low/mod families is talking about income? That's just understood?

	Location Description	These activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Funding will be used to address infrastructure improvements as needed.
12	Project Name	COK Lead-Based Paint Hazard Control Program
	Target Area	Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Stabilization of neighborhoods by mitigating and/or abating lead-based paint
	Funding	CDBG: \$94,541
	Description	The City of Kalamazoo, will use CDBG funds as match funding for LBPHRP grant that will mitigate and/or abate lead-based paint in 72 units within the City of Kalamazoo.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Seventy-two (72) Low to mod families' homes will be mitigated and or abated from PY2019 through 2022
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	The City of Kalamazoo, in partnership with Kalamazoo Neighborhood Housing Services, Inc. (KNHS) and Kalamazoo County Health Department, will use this match funding to mitigate and/or abate lead-based paint in 72 units within the City of Kalamazoo.

Comment [CE36]: Unclear to me – are we matching the abatement of 72 units?

13	Project Name	Neighborhood Enhancement - Targeted Neighborhoods
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Neighborhood Improvement
	Needs Addressed	Addresses stabilization of neighborhoods by providing funding to address quality of life, façade improvement, infrastructure and beautification projects in targeted neighborhoods.
	Funding	HOME: \$200,000
	Description	City of Kalamazoo will use CDBG funds to address targeted neighborhood needs for low to moderate income communities.
	Target Date	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use CDBG funds for targeted low/mod neighborhoods
	Location Description	The activities will take place in one to nine of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	The City of Kalamazoo will use CDBG funds to address quality of life, façade improvement, infrastructure and beautification projects in targeted neighborhoods. housing for low/mod income families.
14	Project Name	HOME Program Administration and Planning
	Target Area	City-wide low-income households
	Goals Supported	Affordable Housing
	Needs Addressed	Administration of Programs
	Funding	HOME: \$49,214

	Description	The CPED Department will utilize the 10% percent cap available from the entitlement funding for management, monitoring and coordination of HOME Activities.
	Target Date	06/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	There is population of approximately 75,548 residing in the City of Kalamazoo of a non-low/mod and low-mod status will benefit from proposed activity.
	Location Description	These activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	Administration of HOME Program.
15	Project Name	KNHS – LEASE PURCHASE/HOMEOWNERSHIP PROGRAM
	Target Area	HOME-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Rehabilitation of Existing Homes lease purchase/home ownership
	Funding	HOME: \$205,000
	Description	The City of Kalamazoo will use HOME funds to rehab and lease purchase to three (3) low/mod families.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The City of Kalamazoo will use HOME funds to rehabilitate three (3) affordable housing units for low/mod income families
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00

Comment [CE37]: Housing units or houses?

Comment [CV38]: "Units" added

	Planned Activities	The City of Kalamazoo will use HOME funds to acquire and rehabilitate three (3) affordable housing units for low/mod income families.
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- Comment [CE39]: Units or houses?
- Comment [CV40]: "Units" added

16	Project Name	Tardani Rental Properties
	Target Area	HOME-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Rental Housing
	Funding	HOME: \$95,500
	Description	City of Kalamazoo will use HOME funds to rehab four (4) affordable rental units for low/mod families.
	Target Date of Completion	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	City of Kalamazoo will use HOME funds to rehab four (4) affordable rental units for low/mod families.
	Location Description	The activities will take place in one of following Census tracts: 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00
	Planned Activities	The City of Kalamazoo will use HOME funds to rehabilitate, acquisition or construct affordable housing for low/mod income families.
17	Project Name	Affordable Housing Program
	Target Area	CDBG-Eligible Census Tracts
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable housing
	Funding	HOME: \$271,251
	Description	City of Kalamazoo will use HOME funds as a grant or loan to fund multi-family Affordable Housing projects for the acquisition, rehabilitation or new construction that will house low to moderate income families

Comment [CE41]: Changed this from the word, acquisition.

Comment [CV42]: "Acquisition" is the correct word

	Target Date	06/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	For 2020, the program anticipates providing housing for a minimum of four low to moderate income families
	Location Description	The activities will take place in the 1.00, 2.01, 2.02, 3.00, 5.00, 6.00, 9.00, 10.00 and 11.00 Census tracts.
	Planned Activities	The City will work with developers to rehab or build four affordable housing units.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Kalamazoo has chosen to focus CDBG funds where at least 51 percent of the residents are considered low and moderate income by HUD. These neighborhoods and Census tracts are:

- 67.9% Eastside – 1.00
- 67.9% Central Business District – 2.01
- 80.5% Northside – 2.02 and 3.00
- 68.7% Douglas/Stuart – 5.00
- 72.85% Vine – 6.00
- 68.5% Edison – 9.00, 10.00 and part of 11.00
- 55.5% Southside – 11.00
- 52.1% Oakwood – 16.03

HOME funds are intended to be used throughout the City.

Geographic Distribution

Target Area	Percentage of Funds
City-wide low-income households	44%
CDBG-Eligible Census Tracts	56%

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The focus of CDBG funding in these areas was not only because of eligibility under HUD rules. Many of the core neighborhoods have additional socioeconomic reasons that warrant concentrating resources.

Approximately 56% percent of individuals residing in the City of Kalamazoo are living below the federal poverty level. This is almost double the rate of individuals living below the poverty level for the State of Michigan and Kalamazoo

County. While the City is experiencing higher rates of poverty, only three Census tracts meet HUD’s definition of “racially or ethnically concentrated areas of poverty (R/ECAPs).” An area must have a non-White/Caucasian population of 50 percent or more and a poverty rate that exceeds 40 percent to be considered concentrated.

The three Census tracts are 1.00 (Eastside) and 2.02 and 3.00 (Northside). The Eastside Neighborhood has a poverty rate of 47.5 percent and 76.3 percent of the population is of minority status. The Northside Neighborhood (2.02 and 3.00) averages a poverty rate of 45.4 percent and a minority population of 92.1 percent.

The core neighborhoods also have much older housing stock. Approximately 90 percent of the homes were built prior to 1979, which raises the risk of lead based paint. Over 90 percent of the homes in Census tracts 2.02 (Northside), 6.00 (Vine), 9.00 (Edison), and 16.03 (Oakwood) were built before 1979. According to the 2012 American Community Survey, approximately 60 percent of the homes found in the CDBG eligible census tracts were built prior to 1939. The advanced age of the housing stock indicates a need for continued maintenance, lead-based paint removal, weatherization and energy efficiency upgrades.

It appears that neighborhood disparities in accessing community assets exist between the more affluent neighborhoods in the City and many of the core neighborhoods. The Edison and Northside Neighborhoods struggle with poor performing schools, have higher percentages of poverty and persons receiving public assistance. Not unexpectedly, these same neighborhoods tend to have lower participation in the labor market, lower percentage of persons employed and lower percentage of persons with either a high school or bachelor’s degree. Access to employment centers may be more problematic because of difficulties accessing the transit system or limited financial means to own and maintain a car.

HOME funds are intended to be used throughout the City. HOME funds are predominately utilized to develop affordable housing. Dispersing affordable housing throughout the City helps to prevent concentrating low-income residents within one neighborhood. ESG funding was not a part of the City of Kalamazoo allocation for 2020. However, the City of Kalamazoo will use public services to fund ESG administrative efforts throughout the City of Kalamazoo. Many of the homeless shelters are located within downtown Kalamazoo or the core neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As housing costs continue to rise, the City will utilize CDBG/HOME funding to develop safe, decent, affordable housing for low- and moderate-income households. CDBG/HOME funds will primarily be utilized for the development of single-family housing for ownership, multi-family housing for rental, rehabilitation of existing units and down payment/closing costs assistance for first time homebuyers.

For PY2020, the following goals are expected:

One Year Goals for the Number of Households to be Supported	
Homeless	125
Non-Homeless – Direct Financial Assistance	12
Special-Needs	2
Total	139

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through:	
The Production of New Units	4
Repair of Existing Units	148
Acquisition of Existing Units	7
Total	159

Table 8 - One Year Goals for Affordable Housing by Support Type

Discussion

The table describes the one year goals for the CDBG/HOME Program as required by 91.220(g). It describes the term affordable housing to be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership. (This table does not reflect the 10 to 12 homes that will be supported through Down Payment Assistance (DPA).

Comment [CE43]: I think this is missing a word?

Comment [CV44]: Clarified

AP-60 Public Housing – 91.220(h)

Introduction

Kalamazoo does not have public housing.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Kalamazoo continues to invest future federal funds to projects providing benefits to very low and low income persons who are homeless or have special needs. During the public outreach process, the City reconfirmed that homelessness is a major issue the community faces. For this reason, the city will allocate federal funds to the Continuum of Care and will give priority to affordable housing projects that provide housing units to homeless persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The goals and actions for reducing and ending homelessness, including reach out to organizations that reach out to the homeless and assess their individual needs are as follows:

Housing Resources, Inc. and Goodwill Industries sponsor a weekly Community Housing Information Hour.

Participating organizations include, but are not limited to, the Department of Health and Human Services and Kalamazoo Community Mental Health. The services include coordinated entry screening for households experiencing homelessness or at risk of experiencing homelessness, information and referral, and screening and assessment.

Kalamazoo Community Mental Health and Substance Abuse Services support a Housing Recovery Center, which assists individuals with finding and maintaining affordable housing. One of the services the Recovery Center offers is outreach to people living in emergency shelters and places not meant for human habitation. Ultimately, the outreach is to provide homeless individuals with the services they need and to help them find permanent and supportive housing.

Catholic Charities Dioceses of Kalamazoo utilizes a street outreach program grant from the U.S. Department of Health and Human Services. The grant has enabled Catholic Charities to meet homeless youth at their point of need. The street outreach program allowed Catholic Charities to build upon and expand their current drop-in center services to include having staff available on the street at designated times, seeking out youth who most need their services.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

To support outreach efforts to homeless persons, City of Kalamazoo staff and citizens are encouraged to participate in the annual point-in-time (PIT) count. Staff and residents have participated in the count in previous years.

Addressing the emergency shelter and transitional housing needs of homeless persons?

Gryphon Place 2-1-1 provides 24-hour information and referral services to residents in need of help through Kalamazoo Continuum of Care organizations. These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.

Comment [CE45]: and to Kalamazoo continuum of care?

Comment [CV46]: clarified

Persons with greatest need are referred to Housing Resources, Inc., the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA.

The HARA schedules the Housing Assessment visit within two days of initial contact. The HARA Housing Resource Specialist creates the CHAP utilizing the Homeless Management Information System (HMIS) and prioritizes strength-based case management principles. Resources are provided based on need and may include: case coordination, financial assistance, landlord/tenant education/engagement, linkage to community partner resources, and referrals to mainstream service providers.

Emergency shelter services, with the goal of rapid re-housing, are provided to homeless households. These services include a shelter diversion assessment, shelter entry with the goal of rapid exit, financial assistance in the form of rental subsidy, and tenant-landlord engagement. Emergency shelters with rapid re-housing services have the goal of achieving sustainable permanent affordable housing.

The City of Kalamazoo will continue to provide ESG funds through the Kalamazoo County Continuum of Care to support emergency shelter and transitional housing needs upon funding. Exact outcomes will not be known until an allocation is made from HUD.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Moving towards prevention, the Continuum of Care is currently utilizing over 1,100 vouchers to help in the fight to alleviate homelessness in the City of Kalamazoo. The Housing Assistance and Resource Agency (HRA) was given an increase in funding this year from MSHDA ESG monies to help more individuals stay in their housing to bring down the amount of people evicted or foreclosed upon in 2020.

The Continuum of Care funded agencies have also worked diligently in developing a standardized process of entry along the "no wrong door" premise. The new system will consolidate paperwork and essentially create a centralized bureaucracy that will eliminate confusion and remove multiple barriers to entry for those seeking housing in the City of Kalamazoo.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Kalamazoo County Multi-Purpose Collaborative Body passed a resolution to work cooperatively with the Kalamazoo Continuum of Care to ensure a discharge policy for persons leaving publicly funded institutions or systems of care.

There are strong "guidelines" about discharge from the State hospitals and from the mental health unit at Borgess Hospital. Kalamazoo Community Mental Health and Substance Abuse Services employ hospital liaisons to work with individuals prior to release to create a "person-centered plan" which includes next steps after discharge. Kalamazoo Community Mental Health and Substance Abuse Services also funds a jail liaison position to connect people in jail with appropriate mainstream, Medicaid funded mental health services.

The Continuum of Care Planning Policy regarding discharge follows:

Foster Care: Local foster care providers are required to adhere to Michigan's laws, policies, and procedures applicable to adult and child foster care placement and discharge. Young adults (ages 18-21) transitioning out of foster care to independent living are assisted in finding suitable and sustainable living arrangements. They may be provided first month's rent, security/utility deposit, and monies to purchase household goods, food, and supplies. Discharge is guided by a needs assessment and the information collected in an Individual Service Plan.

Health Care: Discharge planning assessment, planning, and follow-up procedures are managed by providing a multi-disciplinary team approach to patients with post-hospital needs. Discharge Planning is the vehicle which moves the patient to the proper level of post-hospital care and/or to the proper facility

The regional Veteran's Administration (VA) serves 14,000 veterans per year, half of whom are from the local area. The hospital follows a set of discharge criteria when releasing patients into the community. VA social workers and case managers assess and work with the patients who are homeless to find them appropriate shelter before their release.

Mental Health: The Kalamazoo County Mental Health and Substance Abuse Services agency follows the dictates of Section 330.1209b of the Mental Health Code which states that, "the community mental health services program will produce in writing a plan for community placement and aftercare services that is sufficient to meet the needs of the individual."

Veterans: The regional Veteran’s Administration (VA) follows a set of discharge criteria when releasing patients into the community. VA social workers and case managers assess and work with the patients who are homeless to find them appropriate shelter before their release. The VA works with emergency shelters, other homeless housing, and supportive service providers in the Continuum of Care to assure suitable placement is achieved after discharge.

The rental assistance through Housing Resources, Inc. and Catholic Family Services may support individuals leaving an institutional setting. In addition, the ESG funds allocated through the Continuum of Care will assist with rapid re-housing and homeless prevention.

Discussion

In addition, Kalamazoo county conducts a 24-hour count of those who are experiencing homelessness in our community annually. The Point-in-Time count is intended to provide a snapshot of Kalamazoo County’s homeless population. It is one way to collectively understand the scope and breadth of homelessness in our community. The count is an important effort that ensures the voices of people experiencing homelessness are heard and efforts are made to provide appropriate services. It also helps communities develop more effective plans and measure progress toward ending homelessness.

One-year goals for the number of households to be provided housing using HOPWA:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	
Tenant-based rental assistance	
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	
	Total

- Comment [CE47]: Numbers needed
- Comment [CV48]: This information will be added upon receipt from Cares,

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Barriers to affordable housing are varied and complex. Possible barriers to the development or retention of affordable housing are public policies, particularly those of the City. Such policies include land use controls, zoning ordinances, building codes, and policies that affect the return on residential investment. In addition to public policies, larger social issues and outside forces impact the ability to access affordable housing. Social issues like poverty and lack of employment, and outside forces like reductions in Federal and State funding to develop new housing, present a barrier to affordable housing.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The following information reviews some of the barriers in Kalamazoo:

Land Use Controls

Most of the available land in the City has been developed. There are only a small number of large vacant tracts of land that remain, thereby limiting the future development of residential units. There are a number of smaller parcels that are vacant and suitable for infill construction of residential units. A number of vacant or underutilized commercial buildings are also prime locations for redevelopment, with residential use being at least a component of the use.

A barrier to the development and redevelopment of these infill sites is environmental contamination. In many of the lower income neighborhoods, many of the properties that are available for redevelopment are environmentally contaminated, primarily due to overuse of the site or an adjacent site. Clean-up of these sites can be very costly, thereby limiting the ability to attract new business and housing to these sites. It is much easier and cheaper to develop “green fields” in the unpolluted, outlying communities than it is to develop the “brownfields” in the City.

Zoning Ordinance and Subdivisions

Recognizing that Zoning can serve as a barrier to housing options and affordability, the City of Kalamazoo is undertaking a Zoning Code rewrite and an update to the Zoning Map. These changes are designed to increase the quantity and location of housing types throughout the City.

The City’s existing Zoning Ordinance permits multi-family housing in five of the eleven residential zoning districts. In addition, duplexes are permitted in two other districts in which multi-family residential is not permitted. The City of Kalamazoo Zoning Ordinance allows for multi-family development in several commercial districts to allow for mixed-use and to encourage walkability.

Housing and Building Codes

The City of Kalamazoo enforces the Michigan Building Code, which is standard among municipalities in the State.

Concerns have been raised that the rental certification program is a barrier to affordable housing because it adds an additional cost to the management of rental properties. However, in a city where over half of the residential units are rental, a program of this type is necessary to not only maintain the health, safety and welfare of those who rent in Kalamazoo, but to maintain or improve property values in City neighborhoods.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City will utilize a variety of strategies and support from community partners to help address barriers to affordable housing. Generally, the City utilizes 50 percent or more of the total HUD grant award towards housing activities. These funds will help to increase the supply of affordable housing, as well as helping those in affordable units to remain housed. In addition, the City has encouraged, through the competitive application process, that housing providers form partnerships in the hopes of avoiding duplication of services that would allow assistance to larger numbers of low-income households. Most of these partners also provide needed social services that help households with long-term housing sustainability.

The City of Kalamazoo's code enforcement and anti-blight effort is funded with CDBG. One of the enforcement teams' main purposes is the identification and resolution of blighted housing units, which can be made available for low income households, thereby increasing the number of affordable housing units in the City.

The City of Kalamazoo has also provided CDBG funding to the Local Initiatives Support Corporation for capacity building and technical assistance of housing, Community Housing Development Organizations and/or neighborhood-based nonprofit organizations operating within Kalamazoo. The capacity and productivity of these organizations are important elements in addressing current barriers to the provision of affordable housing.

The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing the issue of contaminated properties that may have the ability to be redeveloped. Using captured tax revenue, the Brownfield Initiative has purchased many contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

Some additional actions planned over the five year period of the Consolidated Plan are:

- Focus CDBG funding on substandard housing and/or deferred maintenance of affordable housing units, particularly in the Eastside, Edison and Northside Neighborhoods.
- Pilot a housing repair program for low-income homeowners that receive code violations.
- Lead Hazard Removal. The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. The purpose of this grant is to identify and control lead-based hazards. The focus is on homes with children under six year of age.

Discussion

Most of these partners also provide needed social services that help households with long-term housing sustainability. The nonprofit partners receiving funding to assist with affordable housing in PY2020 are:

- Community Homeworks
- Senior Services, Inc.
- Kalamazoo Neighborhood Housing Services

The Kalamazoo Brownfield Redevelopment Initiative has been a tremendous resource in addressing the issue of contaminated properties that may have the ability to be redeveloped. Using captured tax revenue, the Brownfield Initiative has purchased many contaminated properties throughout the City. They then prepare these sites for redevelopment by removing the contamination. The properties are put back on the market and resold without the environmental contamination.

The City of Kalamazoo will continue to support development for PY2020 as follows:

- Work with local nonprofit housing providers on the development of new and/or rehabilitated housing. Encourage variety in housing types like duplexes, townhomes, 4-unit apartments to provide a wider range of rents and mortgage costs.
- Improve financial options for Kalamazoo residents to increase homeownership and homeowner maintenance by working with local lending institutions and nonprofits to develop loan types and/or underwriting requirements that would allow for nontraditional home loans.
- Work with local nonprofit housing providers to provide homeowner subsidies to help low income families with down payment assistance.
- Improve access to quality rental housing in Kalamazoo through continued support of tenant based rental assistance programs.

In addition, consider the development of a program where vacant and/or tax foreclosed properties are sold to landlords who maintain exceptional rental properties and will rehabilitate the home for rental use. Work with local nonprofit housing providers on free and/or reduced-cost financial literacy for households from the Eastside, Edison or Northside Neighborhoods. Focus CDBG funding on substandard housing and/or deferred maintenance of affordable housing units, particularly in the Eastside, Edison and Northside Neighborhoods

AP-85 Other Actions – 91.220(k)

Introduction

The City of Kalamazoo recognizes that the needs of Kalamazoo residents extend beyond housing and infrastructure. These needs include reducing lead-based paint hazards, reducing poverty, developing institutional structures, and enhancing coordination between public and private social service agencies. The following is a list of actions that the City of Kalamazoo intends to implement over the next fiscal year to achieve success in addressing the housing and community development needs of low to moderate income residents.

Actions planned to address obstacles to meeting underserved needs

The City recognizes the significance of taking actions to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families and enhance the coordination between public and private housing and social service agencies. The paragraphs below address the actions being undertaken by the City.

Actions planned to foster and maintain affordable housing

In PY2020, the City will continue to place an emphasis on affordable housing as part of the competitive grant application process. A total of five nonprofit organizations will receive CDBG and HOME funding to expand new and maintain existing affordable housing. Approximately **\$770,500** (CDBG/HOME) of the total funds provided to the City will be used towards the improvement of affordable housing in the City.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards in the City of Kalamazoo remain a significant concern considering the City's desire to rehabilitate older housing stock to maintain affordable housing. According to the U.S. Census, 89 percent of the owner-occupied and 74 percent of the renter-occupied housing in the City was built prior to 1980, and of which, 26 percent of owner-occupied and 12 percent of renter-occupied have children present.

The City of Kalamazoo has been awarded a Lead Based Hazard Reduction grant. The purpose of this grant is to identify and control lead-based hazards. The focus is on homes with children under six year of age. The specifics of the grant are as follows:

- Grant period is 2020 – 2023
- Grant award is \$1,999,362. We were awarded full amount of request.
- Number of houses - 72 (60% homeowner/40% rental)
- Grant was written in collaboration with Kalamazoo Neighborhood Housing Services
- Grant uses approximately \$200,000 of future CDBG funding as a match.

The City also continues to include lead hazard reduction strategies into repairs on rental properties inspected under the City Housing Code. The City inspects all rental properties at least once every three years. When potential or

existing problems are located, inspectors require appropriate remedial action. In addition to the lead-based paint disclosure rule of 1996, the City of Kalamazoo requires its subrecipients to comply with the September 15, 2000 regulation, "Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards in Federally-Owned Residential Property and Housing Receiving Federal Assistance."

Two single-family homes will be completely rehabbed with PY2020 funds. The removal of lead-based paint, if found, will be a requirement of these rehabilitations. In addition, the City plans to utilize **\$100,000 to demolition** blighted residential structures in the City. It is likely that these homes may contain lead-based paint because they tend to be older structures where lead is more prevalent. The removal of approximately three structures will reduce the chances of a household living with lead-based paint contamination.

Actions planned to reduce the number of poverty-level families

For PY2020, the City of Kalamazoo will continue to work towards helping those in poverty access affordable housing. In addition, the City has developed a Section 3 preference policy to promote the procurement of Section 3 businesses. The intent is to improve the economic circumstances of local low income business owners and residents.

Approximately one-third of the City lives below the federal poverty level. That number increases beyond 50% in several of the core neighborhoods that also have the highest concentration of people of color. The City of Kalamazoo has initiated Shared Prosperity Kalamazoo (SPK) to address poverty. SPK is a bold and ambitious plan to transform our community into a place where every child and every adult thrives and prospers. In 2014, the City Commission voted to make the reduction of poverty, especially among children, one of its top priorities. This City Commission priority was substantiated by the community through the Imagine Kalamazoo 2025 engagement process and the resulting Strategic Vision and Master Plan. More than 3,500 community voices gave input on the opportunities and challenges they felt the City faced. As a result of those voices, the following goals were laid out in the Strategic Vision – Shared Prosperity, Connected City, Inviting Public Spaces, Environmental Responsibility, Safe Community, Youth Development, Complete Neighborhoods, Strength through Diversity, Economic Vitality and Good Governance. Shared Prosperity aligns most closely with the Strategic Goals of Shared Prosperity, Complete Neighborhoods, Youth Development, Strength through Diversity and Economic Vitality.

SPK is guided by a coalition made of an Organizing Committee and goal teams. The Organizing Committee is responsible for convening stakeholders for conversations and accountability around recommendations to meet the goals set forth in the plan. There are three teams each one focusing on a specific SPK goal. The members of the teams include both service providers and residents. These teams are intended to meet 4-6 times a year to share information, actions/programs to be presented to the Organizing Committee. SPK budget, plans and initiatives will have final approval by the City Commission before implementation.

SPK has three goals that work is being planned and implemented on simultaneously. They are: 1) Promote the health growth, development and learning of children; 2) Increase access to good jobs; and 3) Promote strong families. SPK also has four targeted populations. They are: 1) Families of color; 2) Families at or below poverty level and those not earning a living wage; 3) Families in neighborhoods of concentrated poverty; and 4) Individuals with criminal records.

The combination of aspirational goals and community engagement has led SPK to focus on three particular neighborhoods that encompass five census tracts within the City—Eastside, Edison, and Northside for targeted action projects.

The goals for this Affordable Housing Plan and SPK are closely aligned. Both plans address the following:

- Low to mod income residents
- Low to mod income and racially concentrated areas of the City/Census tracts
- Housing - Found in the Strong Families goal in SPK
- Youth development

Comment [CE49]: Is this a title or is the housing found in the strong families goal?

Comment [CV50]: Clarified

The City of Kalamazoo is integrating HUD funding with private funding to address these shared goals.

In addition, the City has an approved Section 3 Preference Policy to support local low-income businesses and residents, improving their financial stability.

Comment [CE51]: An approved what? Or, is Section 3 Preference Policy to support local . . .

Comment [CV52]: Clarified

The City will also provide loans to for-profit organizations willing to partner with the City to address Affordable Housing.

Actions planned to develop institutional structure

The City of Kalamazoo has strengthened relationships in the past few years with local funders and nonprofit organizations. A more coordinated effort to project implementation is a priority discussed among the major stakeholders in the community. To that end, the Program Officers Network of Kalamazoo was organized. The Director of Community Planning and Economic Development will attend their meetings during the 2020 program year. The goal is to allow foundations like the Kalamazoo Community Foundation, the Gilmore Foundation and the Arcus Foundation to work together towards improving grant coordination and the local distribution of grant funds.

For PY2020 United Way of the Battle Creek and Kalamazoo Region has replaced the Local Initiatives Support Corporation (LISC). The Action plan will be updated to reflect this change along with efforts to coordinate housing and community development efforts through the Sustainable Communities Initiative.

Comment [CE53]: will?

Comment [CV54]: Clarified

The City will host bi-monthly meetings with the core CDBG-eligible neighborhoods during PY2020. The executive directors of each neighborhood organization attend the meetings along with representatives from City departments like Public Safety, Public Services, Parks and Recreation, and Community Planning and Economic Development. The meetings will focus on neighborhood issues, the coordination of services, updates on City improvements, etc. The intent is to provide an open forum for neighborhood leaders to work cooperatively with the City on addressing neighborhood needs.

The City, particularly the Department of Community Planning and Economic Development, could benefit from stronger relationships with our county partners. The Kalamazoo County Department of Health and

Community Services houses the Kalamazoo County Community Action Agency, which provides programs and services to help low-income households achieve greater economic self-sufficiency. The City will work towards more intergovernmental cooperation in PY2020 with joint community development projects, data sharing and best practices.

Actions Planned to Enhance Coordination between Public and Private Housing and Social Service Agencies

The City of Kalamazoo has indicated that the priorities that need to be addressed during the five-year period of this Plan are affordable housing, homeless assistance, neighborhood enhancement and youth development. The institutional structure for the neighborhood enhancement and youth development priorities is internal to the City and has no gaps to providing services. The affordable housing priority could benefit from a stronger relationship with the Southcentral Michigan Community Action Agency. Community Planning and Economic Development staff at the City plan to engage with the housing programs staff to review possible areas of partnership that will improve affordable housing outcomes.

The development of new affordable housing, particularly with supportive services, is also a goal of the Continuum of Care. Partnerships with the City of Kalamazoo, local nonprofit housing providers and the Michigan State Housing Development Authority will need to develop an affordable housing development strategy. The City will continue to invest in affordable housing through both the CDBG and HOME grant programs. The development of new units will continue to be considered based on successful financial statements and plans.

To have a more proactive approach to homeless prevention, the Continuum of Care developed the Systems of Care team. The Team works to promote the adoption of evidence-based and promising program practices in support of a Housing First philosophy of care. They prioritize Continuous Quality Improvement in service delivery and educate and inform members on national and community best practices.

The Continuum of Care Director has also empowered the Allocations and Accountability Team to be a much more vocal and essential team to the health and sanctity of the operation of the Continuum. This will come with voting members being able to directly inquire to the leadership of the funded agencies about operations and performance and then holding the agencies accountable for their actions. This is also the impartial team that decides how Continuum of Care funding received from HUD will be allocated to the funded agencies or any others applying for funding.

Discussion

As the City continues to develop public policy to address these needs, it will keep close communication with internal and external stakeholders, participate in conferences and staff development, and provide assistance to assure coordination among private and governmental health, mental health and service agencies.

Comment [CE55]: Partnerships will lead to an affordable housing development strategy?

Comment [CV56]: Clarified

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use and included in projects to be carried out

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use and included in projects to be carried out.

Comment [CE57]: Maybe put (already included in totals for projects to be carried out.)

Comment [CV58]: Clarified

Comment [CE59]: ? See above.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$120,680
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$120,680

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	76%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not plan any other forms of investments except for those identified in Section 92.205 of the HOME Investment Partnership Program Final Rule.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Per the requirements of 24 CFR 92.254, the City will require subrecipients and developers to recapture all, or a portion of, the HOME investment if the homeowner decides to sell the house within the affordability period at whatever price the market will bear. The homebuyer may sell the property to any willing buyer. However, the sale of the property during the affordability period triggers repayment of the HOME funds utilized when it was originally purchased.

- **Reduction during the Affordability Period (Forgiveness):**

The subrecipient or developer will forgive the direct HOME subsidy during the time of the affordability period. The total amount of the direct HOME subsidy will be equally divided among the years of the affordability period. For example, a \$40,000 direct HOME subsidy would be equally forgiven over the 10-year affordability period, reducing the amount by \$4,000 each year.

Forgiveness will only be given to the homebuyer for each year they occupy the home as their primary residence.

- **Amount of Repayment and Net Proceeds:**

Net proceeds are defined as the sale price minus superior non-HOME loan repayments and any closing costs. If there are no net proceeds or insufficient proceeds to recapture the full amount of HOME investment due, the amount subject to repayment must be limited to what is available from net proceeds.

- **Homebuyer Agreement**

Recapture of the HOME investment and forgiveness over time is required to be detailed in the Homebuyer Agreement signed by the homebuyer and recorded on a deed restriction with the County Clerk/Register of Deeds.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The period of affordability is detailed in either the subrecipient or developer agreement with the City of Kalamazoo. The agreement also requires the subrecipient or developer to ensure compliance with the affordability period by placing a covenant or deed restriction that runs with the property and is recorded with the County Clerk/Register Office. A copy of the recorded document is provided to the homeowner and the City of Kalamazoo.

Per the requirements of 24 CFR 92.254, the subrecipient or developer will recapture all or a portion of the HOME investment if the homeowner decides to sell the house within the affordability period at whatever price the market will bear. The homebuyer may sell the property to any willing buyer. However, the sale of the property

during the affordability period triggers repayment of the direct HOME subsidy provided to the homeowner when it was originally purchased.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Kalamazoo does not utilize HOME funds to secure existing debt for multi-family units.

Comment [CE60]: Multi-family what?

Comment [CV61]: Clarified

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance provided the City is funding at a later time during the year.

HUD did not allocate funding for this program for PY2020. However, \$20,000 (CDBG) is to be awarded to CoC for administrative support for homeless assistance.

Source of Funding. All CoC programs are funded by the McKinney-Vento Homeless Assistance Act of 1987 and administered by HUD. Some ESG funds are passed through to the Michigan State Housing Development Authority (MSHDA). McKinney-Vento programs provide outreach, shelter, transitional housing, supportive services, rent subsidies, and permanent housing for people experiencing homelessness and/or at risk of homelessness.

- Additionally, in 2009, Congress passed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act to consolidate HUD homelessness programs (Supportive Housing Program, Shelter Plus Care, and Moderate Rehabilitation/Single Room Occupancy). The Hearth Act amended and reauthorized the McKinney-Vento Homelessness Assistance Act, and is intended to further assist people in regaining stable, permanent housing and supports a coordinated intake process, effective data collection, performance measurement and program evaluation systems.
- The dollar amount of available funding is determined competitively for the Continuum of Care Program Competition and by formula to each jurisdiction (State of Michigan, Kalamazoo City and County) for the Emergency Solutions Grants program. The CoC and the City of Kalamazoo combine their Emergency Solutions Grants, funded by MSHDA and HUD, respectively, into a single application process.
- Funding is subject to federal appropriations, state and local allocations and terms of the relevant Notice of Funding Availability (NOFA). *Funding is not guaranteed by the CoC, City of Kalamazoo, HUD or MSHDA until grant agreements are finalized and executed.*

Eligible Uses of Funding. CoC and/or ESG funding as available will be awarded for projects that provide:

- Homeless outreach, assessment, and prevention; Emergency shelter (ES); Transitional housing (TH); Permanent housing with supportive services (PSH); Permanent Housing-Rapid-Rehousing (PH-RR); Permanent housing only (PH); Supportive services only (SSO), and Planning, HMIS, and Grant Administration.

Ineligible Uses of Funding. Funds cannot be allocated to any organization that:

1. Does not comply with the nondiscrimination provisions of local, State and Federal civil rights laws (see CoC Fair Housing Policy); or
2. Requires participation in religious activities as a condition for receiving services; or
3. Does not comply with the Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity Final Rule (2012 Equal Access Rule).

Comment [CE62]: CoC? Is this Continuum of Care?

Comment [CV63]: Yes

CoC Collaborative Applicant - Information to be updated due to current transfer of CoC from LISC to United Way of the Battle Creek and Kalamazoo Region.

- 2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

The Continuum of Care formalized a “No Wrong Door” countywide Coordinated Community Assessment System in 2009. *Gryphon Place 2-1-1 provides 24-hour information and referral services to residents in need of help to Kalamazoo continuum of care organizations. These individuals are then presented through a Community Housing Matching Process (CHaMP) within 5 business days and matched with available housing resources that best meets their needs and prioritizes our community's most vulnerable citizens.*

Persons with greatest need are referred to Housing Resources, Inc., the Lead Agency/Housing Assessment and Resource Agency (HARA) for housing assessment and development of the Community Housing Assistance Plan (CHAP). Those with an urgent need are referred to area emergency shelters where the CHAP is developed in consultation with the HARA.

The HARA schedules the Housing Assessment visit within two days of initial contact. The HARA Housing Resource Specialist creates the CHAP utilizing the Homeless Management Information System (HMIS) and prioritizes strength-based case management principles. Resources are provided based on need and may include: case coordination, financial assistance, landlord/tenant education/engagement, linkage to community partner resources, and referrals to mainstream service providers.

- 3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

The City of Kalamazoo currently renews funding for nonprofit agencies carrying out ESG-funded emergency shelter activities, provided that the contractual obligations have been met and project outcomes have been successful. The City may choose to reduce or eliminate funding to an agency that does not meet contractual obligations, or that administers a project that fails to meet outcome goals. If an existing program does not fit with the City's objectives, the agency may be asked to change its program design. The City may also transition to a competitive RFP process. The City does not plan to initiate other large ongoing ESG-funded emergency shelter programs. The City of Kalamazoo currently subcontracts all ESG funding to Housing Resources, Inc., which administers the ESG Program.

- 4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

In order to meet the requirements under § 576.405(b), the City of Kalamazoo has partnered with the Local Initiatives Support Corporation (the local CoC Board). The local CoC Board and its multiple subcommittees each include participation by multiple people with lived experience of homelessness. One CoC Board subcommittee

(the Community Advisory Forum) specifically provides a solutions-driven forum for those with lived experience of homelessness and front-line service workers to listen and support each other. It also brings consumers, providers and interested community members together to share information, and identify emerging issues and trends. For PY2020 the City of Kalamazoo did not receive funding for ESG. However, the City provided funds to the Local Initiatives Support Corporation in the amount of \$20,000 through its CDBG allocation.

5. Describe performance standards for evaluating ESG.

ESG-funded projects in the City of Kalamazoo.

Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants;
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the subrecipient's ability to ensure that activities carried out meet compliance requirements;
- Verify the accuracy of the program participant's records; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Discussion

For program year 2020 the Department of Housing and Urban Development did not fund the Emergency Solutions Grant (ESG).



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Ryan S. Stoughton, PE, Assistant City Engineer - Wastewater

DATE: June 15, 2020

SUBJECT: Approval of a Cooperative Purchase for Sanitary Sewer Rehabilitation by Lining (Bid Ref#91389-002.0)

RECOMMENDATION:

It is recommended the City Commission approve a Contract with Corby Energy Services, Inc. for Sanitary Sewer Rehabilitation by Lining through Cooperative Purchase NationalIPA in the amount of \$600,000.00

BACKGROUND:

The City of Kalamazoo's sanitary sewer system dates to the 1880's and as the City grew the sewer system was branched out. Of the roughly 300 miles of sewer infrastructure in the ground today, 239 miles were installed prior to 1967 and of that 136 miles were installed prior to 1953. Cured in Place Pipe (CIPP) lining is a trenchless technology that provides an additional 50 years of estimated useful life without service interruptions, major construction to the roads, or traffic congestion and detours.

Engineering has identified cast in place pipe lining needs for 2020 based on SAW inspection reports. The current contract for sanitary by lining expired December 31, 2019. It is the city's intent to contract Corby Energy Services, Inc. through Cooperative purchasing- NationalIPA. purchase order will allow for the flexibility to address critical sewer structures identified during SAW inspection and it will bring this trenchless technology forward as an option for emergency repairs.

Contract Number R170801
Certified Proposal Number MI-R170801-306713

STRATEGIC VISION ALIGNMENT:

Relevant Strategic Goals this project will impact:



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



Environmental Responsibility - A green and health City.



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 2020 Wastewater Fund Capital Improvement Fund Adopted budget identified project #wwr0200061 Sanitary Sewer Trenchless Rehab. The budgeted funds provide adequate funding to cover this \$600,000 expenditure.



October 30, 2019

David Carpenter
Vice President
Corby Energy Services, Inc.
6001 Schooner Dr.
Belleville, MI 48111
dcarpenter@corbyenergy.com

Re: Renewal Award of Contract #R170801

Dear Mr. Carpenter.:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that Corby Energy Services, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on March 9, 2017, and subsequent performance thereafter:

Contract

Trenchless Technology Rehabilitation and Related Products and Services

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or jessica.goforth@omniapartners.com.

The partnership between Corby Energy Services, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



Corby Energy Services, Inc.

March 07, 2017

National IPA / TCPN
7145 West Tidwell Road
Houston, Texas 77092

RE: TCPN RFP 17-08

By way of introduction, my name is David Carpenter, Vice President of Corby Energy Services, Inc. (Trenchless Division). In January 2015, our firm acquired the company Utility Services Authority, LLC¹ (current holder of a TCPN contract since March 2012). Utility Services Authority, LLC (USA) continues to perform work under the current TCPN contract (which is set to expire at the end of March 2017).

Thank you for the opportunity that will allow for our office to continue to do business with current and future TCPN/IPA clients.

Respectfully

David L. Carpenter, Jr.

David L. Carpenter, Jr.

Corby Energy Services, Inc.

Vice President – Trenchless Division

Women's Business Enterprise

¹ The acquiring of USA by CES has had no effect on performance, quality, capability, or scheduling of projects. USA was already housed at the same location as CES with some common ownership between the two companies (thus the transition was non-apparent and without hindrance to your clients).

6001 Schooner St. • PO Box 970 • Belleville, MI 48112

Phone: 734.547.9237 • Fax: 734.547.0340

CITY OF KALAMAZOO MICHIGAN

Page 284 of 496

**CITY OF KALAMAZOO – SANITARY SEWER REHAB BY LINING
THE COOPERATIVE PURCHASING NETWORK (TCPN)**

SOLICITATION #17-08

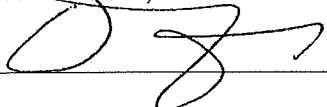
I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 38-2402763

Remittance Address: PO Box 970 Belleville, MI 48112

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: 

NAME: David Carpenter
(Type or Print)

TITLE: Vice President

DATE: 11/25/2019

FIRM NAME: Corby Energy Services, INC.
(if any)

ADDRESS: 6001 Schooner Dr. Belleville MI 48111
(Street address) (City) (State) (Zip)

PHONE: 734-547-9237 FAX: 734-482-1505

EMAIL ADDRESS: dcarpenter@corbyenergy.com

FOR CITY USE ONLY - DO NOT WRITE BELOW

Proposed contract accepted at the unit prices stated herein for a term contract not to exceed \$600,000.00. Contract expires June 30, 2021.

APPROVED BY: _____
James K. Ritsema, ICMA-CM

TITLE: _____
City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.2.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Steven M. Rochow, Environmental Compliance Specialist

DATE: June 15, 2020

SUBJECT: One (1) year Contract Extension for Cork Street Landfill Consulting Services
(Bid Ref# 906-48-021.10)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract extension with GHD for environmental consulting services for the Cork St. Landfill in the amount of \$146,425.00. The term of this contract begins on or about July 1, 2020 and expires on June 30, 2021.

BACKGROUND:

Consulting services required for Cork Street Landfill includes landfill site maintenance, environmental monitoring, progress report preparation and submittal, and project management. The services also include additional work such as development of an Institutional Controls work plan; activities associated with the EPA Five Year Review (FYR); update of the groundwater data trend analysis; and, finalization of the Groundwater/Surface Water Interface monitoring plan. In 2015, CRA was selected as one of eight pre-qualified firms following a qualifications/bidding process with a number of other consulting firms. This Purchase Order allows for GHD to continue the monitoring and maintenance services.

GHD (formally CRA) has worked for the City at the Cork Street Landfill Superfund Site since 1999 (engineering oversight for various landfill remedial activities) and, since 2002, they have been responsible for all groundwater monitoring/reporting responsibilities.

STRATEGIC VISION ALIGNMENT:

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

Strategic Goal Impact:



Environmental Responsibility - A green and health City.

Discussion: Conduct all Public Services Department Water, Wastewater, Stormwater, Streets, Traffic, Solid Waste and Cemetery operations in accordance with required local, state and federal regulatory mandates at all times in regards to safety inspections, training, and maintenance.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

Funds for the City's share of the work at the Cork Street Landfill are budgeted in the General Funds 2020 Adopted budget in Public Services operating budgets. The contract is also partially funded by Waste Management through the Cork Street Trust arrangement.

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide maintenance and monitoring services at the Michigan Disposal Service Landfill Superfund Site (Cork Street Landfill) for the City of Kalamazoo, in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about July 1, 2020 and expire on or about June 30, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

The undersigned having become thoroughly familiar with the original contract documents and any modifications incorporated herein agrees to provide environmental consulting to the City of Kalamazoo for the following unit prices as stated below:

Item	Description	Total
1.	<u>Site Maintenance</u> – Tasks include routine inspections, cap mowing, Access roads, landfill gas system maintenance.	
	Labor:	\$ 8,375
	Expenses:	\$ 7,500
	Total Site Maintenance:	\$15,875
2.	<u>Site Monitoring</u> – Tasks include water level monitoring, groundwater Sampling, surface water sampling, and landfill gas monitoring.	
	Labor:	\$45,400
	Laboratory:	\$12,000
	Expenses:	\$12,500
	Total Site Monitoring:	\$69,900
3.	<u>Project Management</u> – Tasks include report preparation and review, one day meeting with agencies, progress reports, general project management and coordination.	
	Labor:	\$30,900
	Expenses:	\$ 1,750
	Total Project Management:	\$32,650
4.	<u>Additional Work Items -- See attached Table 1 for Detail</u>	
	Allowance for Unexpected Maintenance:	\$
	Reseed around DV-R:	\$
	Fix Concrete Pad at GP-5:	\$
	Add Screens to Vents (SV-26, SV-32, and SV-39):	\$
	Animal Burrow Repair and Shrub Removal:	\$
	Trim Saplings and Tree Removal:	\$
	Replace Gas Vent Turbines (Allowance):	\$
	Total Additional Work Items:	\$ 28,000
	Total Annual Cost:	\$146,425

Table 1

**Estimated 2020 - 2021 Budget
Cork Street Landfill Site
The City of Kalamazoo
Kalamazoo, Michigan**

Item	Description	Total
1	<u>Site Maintenance</u> - Tasks include routine inspections, cap mowing, access roads, landfill gas system maintenance.	
	Labor: \$	8,375
	Expenses: \$	7,500
	Total Site Maintenance:	\$ 15,875
2	<u>Site Monitoring</u> - Tasks include water level monitoring, groundwater sampling, surface water sampling, and landfill gas monitoring.	
	Labor: \$	45,400
	Laboratory: \$	12,000
	Expenses: \$	12,500
	Total Site Monitoring:	\$ 69,900
3	<u>Project Management</u> - Tasks include report preparation and review, one day meeting with agencies, progress reports, general project management and coordination.	
	Labor: \$	30,900
	Expenses: \$	1,750
	Total Project Management:	\$ 32,650
4	<u>Additional Work Items</u>	
	Allowance for Unexpected Maintenance \$	3,000
	Animal Burrow Repair and Shrub Removal \$	3,900
	Trim Saplings and Tree Removal \$	2,700
	Tree Removal and Trimming Fence Line At Gate \$	3,000
	Replace Gas Vent Turbines (Allowance) \$	1,500
	Design and Installation of Permanent Marker \$	5,600
	Fence Repair \$	8,300
	Total Additional Work Items:	\$ 28,000
	Total Annual Cost:	\$ 146,425

**CITY OF KALAMAZOO- INTENT TO RENEW
Environmental Consulting - Maintenance and Monitoring
of Landfill Superfund Site**

**Page 2
Reference No. 906-48-021.10**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 16-1229774

Remittance Address: Department 406, PO Box 8000, Buffalo, NY, 14267

I hereby state that I have read, understand and agree to be bound by all terms of the original contract and this bid for contract extension.

SIGNED:  NAME: Gavin O'Neill
(Type or Print)

TITLE: Vice President DATE: May 29, 2020

FIRM NAME: GHD
(if any)

ADDRESS: 200 Allegan Street Suite 300, Plainwell MI 49080
(Street address) (City) (State) (Zip)

PHONE: 269-685-5181 FAX: 269-685-5223

EMAIL ADDRESS:
gavin.oneill@ghd.com

AWARD (FOR CITY USE ONLY)

Proposed contract extension accepted at the total prices stated herein for a term contract not to exceed \$146,425.00. Contract expires June 30, 2021.

APPROVED BY: _____
James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.3.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Thomas Spitzner, Water Operations & Maintenance Supervisor

DATE: June 15, 2020

SUBJECT: One (1) year Contract Extension for Sodium Hexametaphosphate (Bid Ref#190-46-007.1)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract extension beginning August 1, 2020 and ending July 31, 2021 in the total amount of \$139,920.00 with Water Solutions Unlimited, of Camby, Indiana. The 2020 portion of this one-year contract extension, August 1, 2020 through December 31, 2020 will be in the amount of \$58,300.00. The January 2, 2021 through July 31, 2021 portion will be \$81,620.00

BACKGROUND:

Sodium Hexametaphosphate has been added to the City water supply since 1956 primarily as a means of keeping iron and other minerals that naturally occur in groundwater dissolved in the water. The addition of phosphate results in a higher quality, more aesthetically pleasing water supply with a reduction in both sediment buildup in water mains and private plumbing systems.

Secondarily, Sodium Hexametaphosphate helps maintain the regulatory requirement to reduce copper and lead releases into the City's water distribution system. The phosphate helps to coat the inside of water mains to prevent corrosion of metals. It is the main ingredient in the City's regulated corrosion control program agreed upon with the United States Environmental Protection Agency and the State of Michigan Department of Environment, Great Lakes and Energy.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Chemical Treatment - Water Treatment additives at All Water Pumping Facilities

Strategic Goal Impact:



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



Environmental Responsibility - A green and healthy City.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

Funds for this purchase are included in the 2020 Public Services Water Operations Budget.

**CITY OF KALAMAZOO-INTENT TO RENEW
Term Contract for Sodium Hexametaphosphate**

**Page 1
Reference No. 190-46-007.1**

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide sodium hexametaphosphate for the City of Kalamazoo Water Department in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about August 1, 2020 and expire on or about July 31, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

The undersigned having become thoroughly familiar with the original contract documents and any modifications incorporated herein agrees to provide sodium hexametaphosphate to the City of Kalamazoo for the following unit prices as stated below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICE</u>	<u>YEAR 1 TOTAL</u>
1.	Base Bid – Material: Material shall be Sodium Hexameta-phosphate glass plates, food grade	132,000 lbs	\$ <u>106</u> /c. wt.	\$ <u>139,920</u>
2.	Freight Charge:	44,000 lbs/ truck load rate x 3 loads	\$ <u> </u> /c. wt.	\$ <u> </u>

Contact person for order releases shall be:

Name: Mike Ricks Phone: 317-736-6868

**CITY OF KALAMAZOO-INTENT TO RENEW
Term Contract for Sodium Hexametaphosphate**

**Page 2
Reference No. 190-46-007.1**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 35-1764251

Remittance Address: 8824 Union Mills Drive, Camby, IN 46113

I hereby state that I have read, understand and agree to be bound by all terms of the original contract and this bid for contract extension.

SIGNED: R. Michael Ricks NAME: R. Michael Ricks
(Type or Print)

TITLE: President DATE: 5-12-2020

FIRM NAME: Water Solutions Unlimited, Inc.

ADDRESS: (if any) 8824 Union Mills Drive Camby IN 46113
(Street address) (City) (State) (Zip)

PHONE: 317 736 6868 FAX: 317 736-4322

EMAIL ADDRESS: mricks@getwsu.com

AWARD (FOR CITY USE ONLY)

Proposed contract extension accepted at the unit prices stated herein for a term contract not to exceed \$139,920.00. Contract expires July 31, 2021.

APPROVED BY: _____

James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.4.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Sohil Manjiyani, Senior Civil Engineer - Wastewater

DATE: June 15, 2020

SUBJECT: One (1) year contract extension for Sanitary Sewer Manhole Rehabilitation by Lining (Bid Ref# 955-67-020.1)

RECOMMENDATION:

It is recommended the City Commission approve a one (1) year Contract Extension with Monoform, LLC for Sanitary Manhole Sewer Rehabilitation by in the amount of \$396,273.40

BACKGROUND:

The City of Kalamazoo's sanitary sewer system dates to the 1880's and, as the City grew, the sewer system branched out. Of the roughly 300 miles of sewer infrastructure in the ground today, 239 miles were installed prior to 1967 and, of that, 136 miles were installed prior to 1953. Cured in Place Pipe (CIPP) lining is a trenchless technology that provides an additional 50 years of estimated useful life without service interruptions, major construction to the roads, or traffic congestion and detours.

Engineering has identified cast in place manhole lining needs for 2020 based on SAW inspection reports. The current contract for sanitary sewer manhole lining will expire June 30, 2020. It is the City's intent to extend the contract for one (1) year with Monoform, LLC. The purchase order will allow for the flexibility to address critical sewer structures identified during SAW inspection and it will bring this trenchless technology forward as an option for emergency repairs.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
Drains, Manholes and Inlets Repair and Maintenance

Strategic Goal Impact:



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

Discussion

Water Management & Delivery subgoal



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The 2020 Wastewater Capital Improvement Fund Adopted budget identified project #wwr0200061 Sanitary Sewer Trenchless Rehab. The budgeted funds provide adequate funding for this contract expenditure.

**CITY OF KALAMAZOO- INTENT TO RENEW
Manhole Rehabilitation by Lining**

**Page 1
Reference No. 955-67-020.1**

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide manhole rehabilitation by lining for the City of Kalamazoo Public Services Department in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about July 1, 2020 and expire on or about June 30, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide a one-year term contract extension for manhole rehabilitation by lining as specified herein:

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization, 1 to 3 Liners	3	LS	\$ 105.55	\$ 316.65
2	Mobilization, 4 to 6 Liners	3	LS	\$ 105.55	\$ 316.65
3	Mobilization, 6 or More Liners	3	LS	\$ 105.55	\$ 316.65
4	Manhole Rehabilitation, Concrete Liner, Complete, 48 inch dia	50	EA	\$ 4,953.30	\$ 247,665.00
5	Manhole Rehabilitation, Concrete Liner, Add Depth of 48 inch dia, 8 foot to 15 foot	70	FT	\$ 407.55	\$ 28,528.25
6	Manhole Rehabilitation, Concrete Liner, Add Depth of 48 inch dia, more than 15 foot	20	FT	\$ 512.05	\$ 10,241.00
7	Manhole Rehabilitation, Concrete Liner, Bench, 48 inch dia	20	EA	\$ 496.38	\$ 9,927.60
8	Manhole Rehabilitation, Concrete Liner, Complete, 60 inch dia	10	EA	\$ 5,454.90	\$ 54,549.00
9	Manhole Rehabilitation, Concrete Liner, Add Depth of 60 inch dia, 8 foot to 15 foot	50	FT	\$ 522.50	\$ 26,125.00
10	Manhole Rehabilitation, Concrete Liner, Add Depth of 60 inch dia, more than 15 foot	10	FT	\$ 627.00	\$ 6,270.00
11	Manhole Rehabilitation, Concrete Liner, Bench, 60 inch dia	20	EA	\$ 600.88	\$ 12,017.60
TOTAL BID				\$ 396,273.40	

**CITY OF KALAMAZOO- INTENT TO RENEW
Manhole Rehabilitation by Lining**

**Page 2
Reference No. 955-67-020.1**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 46-4546688

Remittance Address: PO Box 466 South Bend, IN 46624

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: Samuel Hensley NAME: Samuel Hensley
(Type or Print)

TITLE: Owner DATE: May 31, 2020

FIRM NAME: Monoform LLC
(if any)

ADDRESS: PO Box 466 South Bend, IN 46624
(Street address) (City) (State) (Zip)

PHONE: 574-276-7500 FAX: _____

EMAIL ADDRESS: monoformLLC@gmail.com

FOR CITY USE ONLY - DO NOT WRITE BELOW

Proposed contract extension accepted at the unit prices stated herein for a term contract not to exceed \$396,273.40. Contract expires June 30, 2021.

APPROVED BY: _____
James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.5.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Gary Doorlag, City Fleet Manager

DATE: June 15, 2020

SUBJECT: Cooperative MIDEAL Purchase of three (3) light and medium duty trucks from Gorno Ford (Bid Ref# 00000-020.66)

RECOMMENDATION:

It is recommended that the City Commission approve a cooperative MIDEAL purchase of three (3) new Ford trucks from Gorno Ford of Woodhaven Michigan in the amount of \$153,132.00.

BACKGROUND:

Public Services Water Division would utilize all three of these trucks, two equipped with service bodies and one van that would be used by Water employees. These will replace equipment that is in poor condition.

Quotes for this equipment were obtained using Mideal contract number 071B7700181

STRATEGIC VISION ALIGNMENT:

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

City-Wide Vehicle & Equipment Procurement -Work with City departments requiring vehicles and equipment. Research, prepare and review all specifications for bid, draft Commission and procurement memos for all departments, with the exception of Public Safety

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.

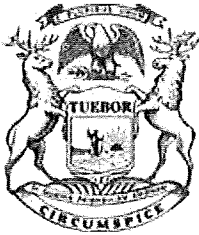
COMMUNITY ENGAGEMENT:

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 have been budgeted for this expenditure in the 2020 Water Fund capital outlay adopted budget.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **071B7700181**

CONTRACTOR	GORNO FORD INC
	22025 Allen Road
	Woodhaven, MI 48183
	Jim Agney
	734-671-4033
	jagney@gornoford.com
	CV0019327

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
	Contract Administrator	poyers@Michigan.gov	
		Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		November 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1.00	\$0.00	\$1.00		

DESCRIPTION

Effective 2/1/2019, the following items are added to this contract, per revised Schedule D - Pricing. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.

SCHEDULE D - PRICING

Spec #	Description	MY	Make	Model	Awarded Dealer	MidDeal Price	Delivery per mile
3003	Police Interceptor Utility (K8A) AWD	2020	Ford	Interceptor Utility (K8A)	Gorno Ford	\$30,625.00	\$2.50
2WDU-0040	TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE Automatic Transmission	2019	Ford	Eco Sport S	Gorno Ford	\$17,835.00	\$2.50
2WDU-0040	TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE Automatic Transmission	2019	Ford	Edge SE	Gorno Ford	\$25,195.00	\$2.50
2WDU-0040A	TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE – ALTERNATIVE FUEL Automatic Transmission	2019	Ford	Escape S	Gorno Ford	\$17,999.00	\$2.50
2WDU-0040A	TWO WHEEL DRIVE UTILITY VEHICLE: 5 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE – ALTERNATIVE FUEL Automatic Transmission	2019	Ford	Explorer	Gorno Ford	\$24,535.00	\$2.50
2WDU-0042	TWO WHEEL DRIVE UTILITY VEHICLE: 6-8 PASSENGER, 4 DOOR, FRONT WHEEL DRIVE	2019	Ford	Flex SE	Gorno Ford	\$25,999.00	\$2.50
4WDL-0072A	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB ALTERNATIVE FUEL (8 Foot Box) (Payload 1,300 lbs., min.)	2019	Ford	F150	Gorno Ford	\$25,469.00	\$2.50
4WDL-0073A	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB ALTERNATIVE FUEL (6 Foot Box) (Payload 1,300 lbs., min.)	2019	Ford	F150	Gorno Ford	\$23,479.00	\$2.50
4WDL-0074A	LIGHT DUTY TRUCK 4x4: PICK UP BODY ALTERNATIVE FUEL (6 Ft. Box) (Payload 1,300 lbs., min.)	2019	Ford	F150	Gorno Ford	\$22,179.00	\$2.50
4WDL-0075A	LIGHT DUTY TRUCK 4x4: PICK UP BODY ALTERNATIVE FUEL (8 Ft. Box) (Payload 1,300 lbs., min.)	2019	Ford	F150	Gorno Ford	\$22,799.00	\$2.50
4WDL-0076	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB (8 Foot Box) (Payload 2,500 lbs., min.)	2019	Ford	F250	Gorno Ford	\$25,969.00	\$2.50
4WDL-0076D	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB, DIESEL (8 Foot Box) (Payload 2,350 lbs., min.)	2019	Ford	F250	Gorno Ford	\$33,715.00	\$2.50
4WDL-0077	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB (6 Foot Box) (Payload 2,500 lbs., min.)	2019	Ford	F250	Gorno Ford	\$25,815.00	\$2.50
4WDL-0077D	LIGHT DUTY TRUCK 4x4: PICK UP BODY, EXTENDED CAB, DIESEL (6 Foot Box) (Payload 2,500 lbs., min.)	2019	Ford	F250	Gorno Ford	\$33,495.00	\$2.50
4WDL-0078	LIGHT DUTY TRUCK 4x4: PICK UP BODY 8 FT. Box (Payload 2,800 lbs., min.)	2019	Ford	F250	Gorno Ford	\$23,730.00	\$2.50
4WDL-0078D	LIGHT DUTY TRUCK 4x4: PICK UP BODY, DIESEL 8 Ft. Box (Payload 2,800 lbs., min.)	2019	Ford	F250	Gorno Ford	\$31,455.00	\$2.50
4WDM-0111	MEDIUM DUTY TRUCK 4X4: CAB AND CHASSIS, DUAL REAR WHEELS (G.V.W.R. 10,000 lbs., min.)	2019	Ford	F350	Gorno Ford	\$27,890.00	\$2.50
4WDM-0111D	MEDIUM DUTY TRUCK 4X4: CAB AND CHASSIS, DUAL REAR WHEELS, DIESEL, (G.V.W.R. 10,000 lbs., min.)	2019	Ford	F350	Gorno Ford	\$35,499.00	\$2.50
4WDM-0112D	MEDIUM DUTY TRUCK 4X4: CAB AND CHASSIS, DIESEL G.V.W.R. 12,000 lbs. min., (Payload 5,800 lb. min.), 60" Min. C.A.	2019	Ford	F350	Gorno Ford	\$35,670.00	\$2.50
4WDM-0113D	MEDIUM DUTY TRUCK 4X4: CAB AND CHASSIS (Payload 5,930 lbs., min.), 84" Min. C.A.	2019	Ford	F350	Gorno Ford	\$35,795.00	\$2.50
4WDU-0050	FOUR WHEEL DRIVE UTILITY VEHICLE: UTILITY 4x4, 4 DOOR (Payload 900 lbs., min.)	2019	Ford	Escape SE	Gorno Ford	\$20,530.00	\$2.50
4WDU-0050	FOUR WHEEL DRIVE UTILITY VEHICLE: UTILITY 4x4, 4 DOOR (Payload 900 lbs., min.)	2019	Ford	Eco Sport S	Gorno Ford	\$19,125.00	\$2.50
4WDU-0050A	FOUR WHEEL DRIVE UTILITY VEHICLE: UTILITY 4x4, 4 DOOR ALTERNATE FUEL VEHICLES (Payload 900 lbs., min.)	2019	Ford	Explorer	Gorno Ford	\$26,455.00	\$2.50
4WDU-0051	FOUR WHEEL DRIVE UTILITY VEHICLE: UTILITY VEHICLE, FULL SIZE, 4-DOOR, 6 PASSENGER (Payload 1,480 lbs., min.)	2019	Ford	Expedition XL	Gorno Ford	\$36,045.00	\$2.50
4WDU-0052	FOUR WHEEL DRIVE UTILITY VEHICLE: UTILITY VEHICLE, LARGE, 6 to 8 PASSENGER (Payload 1,500 lbs., min.)	2019	Ford	Expedition XL EL	Gorno Ford	\$38,295.00	\$2.50
CAV-0140	CUT-AWAY VANS: Single Rear Wheel, (G.V.W.R. 8,900 lbs., min.)	2019	Ford	E350 Bid with Standard 6.8L V10 Engine	Gorno Ford	\$22,499.00	\$2.50
CAV-0140	CUT-AWAY VANS: Single Rear Wheel, (G.V.W.R. 8,900 lbs., min.)	2019	Ford	E350 Bid with Optional 6.2L V8	Gorno Ford	\$22,199.00	\$2.50
CAV-0141	CUT-AWAY VANS: DUAL REAR WHEEL, (G.V.W.R. 10,000 lbs., min.)	2019	Ford	E350 Bid with Standard 6.8L V10 Engine	Gorno Ford	\$22,950.00	\$2.50
CAV-0141	CUT-AWAY VANS: DUAL REAR WHEEL, (G.V.W.R. 10,000 lbs., min.)	2019	Ford	E350 Bid with Optional 6.2L V8	Gorno Ford	\$22,420.00	\$2.50
HYB-0020	HYBRID VEHICLES: PASSENGER, MID SIZE (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2019	Ford	Fusion S	Gorno Ford	\$22,100.00	\$2.50
HYB-0020	HYBRID VEHICLES: PASSENGER, MID SIZE (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2019	Ford	Fusion SE plug-in	Gorno Ford	\$26,100.00	\$2.50
HYB-0033	HYBRID VEHICLES: COMPACT VEHICLE (2-WHEEL DRIVE), 5 Passenger, 4 Door, Automatic Transmission	2019	Ford	CMAV SE	Gorno Ford	\$21,100.00	\$2.50

LDT-0080	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB (8 Foot Box, Payload 1,400 lbs., min.)	2019	Ford	F150	Gorno Ford	\$21,925.00	\$2.50
LDT-0080A	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB ALTERNATE FUEL VEHICLES (8 Foot Box) (Payload 1,400 lbs., min.)	2019	Ford	F150	Gorno Ford	\$22,899.00	\$2.50
LDT-0081A	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB ALTERNATE FUEL VEHICLES (6 Foot Box) (Payload 1,400 lbs., min.)	2019	Ford	F150	Gorno Ford	\$20,935.00	\$2.50
LDT-0082A	LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB ALTERNATE FUEL VEHICLES (8 Foot Box) (Payload 1,500 lbs., min.)	2019	Ford	F150	Gorno Ford	\$20,135.00	\$2.50
LDT-0083	LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB (6' Box) (Payload 1,600 lbs., min.)	2019	Ford	F150	Gorno Ford	\$19,550.00	\$2.50
LDT-0084A	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB ALTERNATE FUEL VEHICLES (8 Foot Box) (Payload 1,400 lbs., min.)	2019	Ford	F250	Gorno Ford	\$23,790.00	\$2.50
LDT-0084D	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$31,575.00	\$2.50
LDT-0085	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB (6 Foot Box) (Payload 3,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$23,753.00	\$2.50
LDT-0085D	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$31,399.00	\$2.50
LDT-0086	LIGHT DUTY TRUCK: PICK UP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (6 Foot Box) (Payload 3,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$24,769.00	\$2.50
LDT-0086D	LIGHT DUTY TRUCK: PICK UP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (6 Foot Box) (Payload 3,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$32,490.00	\$2.50
LDT-0087	LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB (8' Box) (Payload 3,240 lbs., min.)	2019	Ford	F250	Gorno Ford	\$21,525.00	\$2.50
LDT-0087D	LIGHT DUTY TRUCK: PICK UP BODY, REGULAR CAB, DIESEL (8' Box) (Payload 3,240 lbs., min.)	2019	Ford	F250	Gorno Ford	\$29,399.00	\$2.50
LDT-0088	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR SINGLE REAR WHEEL 4 X 2, (8 Foot Box), (Payload 3,800 lbs., min.)	2019	Ford	F250	Gorno Ford	\$23,835.00	\$2.50
LDT-0088D	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR SINGLE REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,500 lbs., min.)	2019	Ford	F350	Gorno Ford	\$33,765.00	\$2.50
LDT-0089	LIGHT DUTY TRUCK: PICK UP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (8 Foot Box) (Payload 3,800 lbs., min.)	2019	Ford	F350	Gorno Ford	\$26,785.00	\$2.50
LDT-0089D	LIGHT DUTY TRUCK: PICK UP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (8 Foot Box) (Payload 3,700 lbs., min.)	2019	Ford	F350	Gorno Ford	\$34,490.00	\$2.50
LDT-0090	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR DUAL REAR WHEEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)	2019	Ford	F350	Gorno Ford	\$27,320.00	\$2.50
LDT-0090D	LIGHT DUTY TRUCK: PICK UP BODY, EXTENDED CAB, FOUR DOOR DUAL REAR WHEEL, DIESEL 4 X 2, (8 Foot Box), (Payload 3,970 lbs., min.)	2019	Ford	F350	Gorno Ford	\$35,045.00	\$2.50
LDT-0091	LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)	2019	Ford	F250	Gorno Ford	\$21,199.00	\$2.50
LDT-0091	LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)	2019	Ford	F350	Gorno Ford	\$24,225.00	\$0.00
LDT-0091D	LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,800 lbs., min.)	2019	Ford	F350	Gorno Ford	\$31,955.00	\$2.50
LDT-0092	LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)	2019	Ford	F350	Gorno Ford	\$24,715.00	\$2.50
LDT-0092D	LIGHT DUTY TRUCK: PICK UP BODY—STANDARD CAB, DIESEL, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)	2019	Ford	F350	Gorno Ford	\$32,415.00	\$2.50
LGU-0060	LARGE UTILITY VEHICLES: UTILITY, 4-DOOR, 5-6 PASSENGER, FULL SIZE (Payload 1,500 lbs., min.)	2019	Ford	Expedition XL	Gorno Ford	\$32,750.00	\$2.50
LGU-0061	LARGE UTILITY VEHICLES: UTILITY VEHICLE, 6 PASSENGER, HALF TON (Payload 1,500 lbs., min.)	2019	Ford	Expedition XL EL	Gorno Ford	\$35,650.00	\$2.50
MDT-0101	MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R. 10,000 lbs. min., (Payload 4,700 lb. min.)	2019	Ford	F350 Single Rear Wheel	Gorno Ford	\$25,100.00	\$2.50
MDT-0101	MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R. 10,000 lbs. min., (Payload 4,700 lb. min.)	2019	Ford	F350 Dual Rear Wheel	Gorno Ford	\$24,000.00	\$2.50
MDT-0101D	MEDIUM DUTY TRUCK: CAB AND CHASSIS, DIESEL G.V.W.R. 12,500 lbs. min., (Payload 6,200 lb. min.)	2019	Ford	F350	Gorno Ford	\$31,999.00	\$2.50
MDT-0102	MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R 11,000 lbs minimum (Payload 5,500 lbs., min.)	2019	Ford	F350	Gorno Ford	\$24,065.00	\$2.50
MDT-0102D	MEDIUM DUTY TRUCK: CAB AND CHASSIS, DIESEL G.V.W.R. 11,000 lbs minimum (Payload 5,500 lbs., min.)	2019	Ford	F350	Gorno Ford	\$32,095.00	\$2.50
MDT-0103D	MEDIUM DUTY TRUCK: CAB AND CHASSIS, DIESEL G.V.W.R. 12,500 lbs minimum (Payload 6,675 lbs., min.)	2019	Ford	F350	Gorno Ford	\$31,765.00	\$2.50
PAS-0001	PASSENGER VEHICLES: 4-DOOR SEDAN, SUBCOMPACT (Front Wheel Drive) Automatic Transmission	2019	Ford	Fiesta Sedan SE	Gorno Ford	\$14,569.00	\$2.50

PAS-0002	PASSENGER VEHICLES: 5-DOOR HATCHBACK, SUBCOMPACT (Front Wheel Drive) Automatic Transmission	2019	Ford	Fiesta Hatchback SE	Gorno Ford	\$14,789.00	\$2.50
PAS-0003	PASSENGER VEHICLES: 4-DOOR SEDAN, SMALL SIZE (Front Wheel Drive) Automatic Transmission	2019	Ford	Focus Sedan SE	Gorno Ford	\$15,300.00	\$2.50
PAS-0004	PASSENGER VEHICLES: 5-DOOR HATCHBACK, SMALL SIZE (Front Wheel Drive) Automatic Transmission	2019	Ford	Focus Hatchback SE	Gorno Ford	\$15,500.00	\$2.50
PAS-0006A	PASSENGER VEHICLES: LARGE SIZE, ALTERNATIVE FUEL (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2019	Ford	Taurus SE	Gorno Ford	\$19,955.00	\$2.50
PAS-0007	PASSENGER VEHICLES: MID SIZE (Front Wheel Drive) 4 Door Sedan (Automatic Transmission)	2019	Ford	Fusion S	Gorno Ford	\$16,285.00	\$2.50
PAS-0008	PASSENGER VEHICLES: LARGE- ADMINISTRATOR SERIES 4 Door Sedan - (Automatic Transmission)	2019	Ford	Taurus SE	Gorno Ford	\$19,945.00	\$2.50
VAN-0121	VANS: CARGO VAN BODY (Payload 1,700 lbs., min.)	2019	Ford	TRANSIT 150 LR VAN	Gorno Ford	\$21,499.00	\$2.50
VAN-0121A	VANS: CARGO VAN BODY ALTERNATIVE FUEL (Payload 1,700 lbs., min.)	2019	Ford	TRANSIT 150 LR VAN	Gorno Ford	\$21,599.00	\$2.50
VAN-0122	VANS: VAN, 8 PASSENGER (Payload 1,600 lbs., min.)	2019	Ford	TRANSIT 150 LR WAG	Gorno Ford	\$23,699.00	\$2.50
VAN-0122A	VANS: VAN, 8 PASSENGER ALTERNATIVE FUEL (Payload 1,600 lbs., min.)	2019	Ford	TRANSIT 150 LR WAG	Gorno Ford	\$23,615.00	\$2.50
VAN-0123	VANS: VAN, 12 PASSENGER (Payload 2,649 lbs., min.)	2019	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$26,599.00	\$2.50
VAN-0123A	VANS: VAN, 12 PASSENGER ALTERNATIVE FUEL (Payload 2,649 lbs., min.)	2019	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$26,735.00	\$2.50
VAN-0124	VANS: CARGO VAN BODY, THREE-QUARTER TON (Payload 3,100 lbs., min.)	2019	Ford	TRANSIT 250 LR VAN	Gorno Ford	\$21,536.00	\$2.50
VAN-0124A	VANS: CARGO VAN BODY, THREE-QUARTER TON ALTERNATIVE FUEL (Payload 3,100 lbs., min.)	2019	Ford	TRANSIT 250 LR VAN	Gorno Ford	\$22,430.00	\$2.50
VAN-0125	VANS: CARGO VAN BODY, ONE TON (Payload 3,900 lbs., min.)	2019	Ford	TRANSIT 350 LR VAN	Gorno Ford	\$24,132.00	\$2.50
VAN-0125A	VANS: CARGO VAN BODY, ONE TON ALTERNATIVE FUEL (Payload 3,900 lbs., min.)	2019	Ford	TRANSIT 350 LR VAN	Gorno Ford	\$24,220.00	\$2.50
VAN-0126	VANS: VAN 15 PASSENGER	2019	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$27,815.00	\$2.50
VAN-0126A	VANS: VAN 15 PASSENGER ALTERNATIVE FUEL	2019	Ford	TRANSIT 350 LR WAG	Gorno Ford	\$27,930.00	\$2.50
VAN-0127	VANS: COMPACT VAN 5 PASSENGER, FRONT WHEEL DRIVE (Payload 1,470 lbs., min.)	2019	Ford	TRANSIT CON. WAG XL	Gorno Ford	\$21,998.00	\$2.50
VAN-0128A	VANS: COMPACT VAN, 7 PASSENGER (Minimum), FRONT WHEEL DRIVE ALTERNATE FUEL VEHICLES (Payload 1,100 lbs., min.)	2019	Ford	TRANSIT CON. WAG XL	Gorno Ford	\$22,200.00	\$2.50
VAN-0129A	VANS: COMPACT VAN, CARGO, FRONT WHEEL DRIVE, ALTERNATIVE FUEL (Payload 1,580 lb., min.)	2019	Ford	TRANSIT CON. VAN XL	Gorno Ford	\$20,242.00	\$2.50
VAN-0130	VANS: COMMERCIAL, 10 PASSENGER, RAISED ROOF (Payload 3,200 lbs., min.)	2019	Ford	TRANSIT 150 MED. ROOF WAGON	Gorno Ford	\$28,100.00	\$2.50
VAN-0131	VANS: COMMERCIAL , CARGO, RAISED ROOF (Payload 4,800 lbs., min.)	2019	Ford	TRANSIT 150 MEDIUM ROOF VAN	Gorno Ford	\$23,500.00	\$2.50



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Gorno Ford ("**Contractor**"), a Michigan Corporation. This Contract is effective on August 1, 2017 ("**Effective Date**"), and unless terminated, expires on November 30, 2022.

This Contract may be renewed for up to one additional two-year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Jim Agney 22025 Allen Road Woodhaven, MI 48183 jagney@gornoford.com (734) 671-4033

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**");

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Jim Agney 22025 Allen Road Woodhaven, MI 48183 jagney@gornoford.com (734) 671-4033

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Scott Poyer poyers@michigan.gov (517) 284-6448	Jim Agney 22025 Allen Road Woodhaven, MI 48183 jagney@gornoford.com (734) 671-4033

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	

<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on the total unit cost of each vehicle purchased. This cost would include Page A or page B standard equipment and any additional options or MDOT options listed in each specification. Options added by the purchaser shall not be subject to the fee. The administrative fee shall be paid for all purchases made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the

deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c)

developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its

designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed

by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the schedules, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Schedule A; (d) any other schedules; and (e) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 071B7700181
Vehicles – Patrol, Passenger, Trucks, and Vans

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

The schedule identifies the requirements of this Contract. This contract includes new purchases for vehicles consisting of, patrol, passenger, trucks, and vans resulting from this solicitation.

The Contractor must provide deliverables, including the staffing to accomplish all service incidentals necessary to complete the work, as set forth in this contract.

Requirement
1. Specifications 1.1 The Contractor must provide the following: A. Patrol, Passenger, Trucks, and Vans per Schedule B - Specifications. All vehicles to be furnished hereunder shall conform to the attached specifications (Schedule B – Specifications). At the time of annual bid pricing, the contractor shall include a list of designated exceptions to specifications. If equipment does not fully comply with specifications. When no statement of exception is indicated, conformance to specifications will be required. Exceptions must be registered with the item number(s) to which it applies and list the description of equipment involved. This information shall be submitted electronically with the bid submittal. The State reserves the right to accept or reject exceptions to the specification. B. New Equipment All vehicles must be new and of the manufacturer's current models in production at the time of order. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or after-market equipment. Equipment not available from the factory may be dealer installed, in compliance with specifications. C. Options The Contractor shall provide options for vehicles at the lowest price available to all ordering entities. Pricing for options shall be regulated by published Kelly blue book www.kbb.com pricing, and shall not be greater than quoted KBB "Invoice" pricing.
1.2 Warranties All vehicles purchased on this contract will be covered at a minimum by the same manufacturer's vehicle warranty as is provided to retail customers. The Contractor will be responsible for all materials and accessories used in the vehicle, whether the same is ready made or from an outside source; and <u>this responsibility may not be transferred</u>, conveyed, assigned to any other person, company, corporation or entity without the previous written approval of the State. Extension of warranty and or other policy adjustments will be considered when constant maintenance is required or if replacement parts prove unsound. The State of Michigan shall expect the manufacturer to have an adequate stock of replacement parts available to service State of Michigan, and Extended Purchasing Participants vehicles, and to make delivery of all replacement parts to their dealers who may service the State of Michigan, and Extended Purchasing Participants vehicles, within a reasonable time. The prime Contractor will be required to contact the State of Michigan and Extended Purchasing Participants within ten (10) days after receipt of a contract release or purchase order, to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims.

1.3 Recall Requirements and Procedures The Contractor shall notify the State and/or the ordering entity within 48 hours of a recall notice.
2. Service Levels 2.1 Time Frames Delivery shall be within: • 90-120 calendar days after receipt of the order for vehicles. The Contractor and the State, or Ordering Entity, may mutually agree upon alternate schedules in writing. Deviations from the agreed upon schedule exceeding seven (7) calendar days shall be subject to section 10, Invoice Credits.
2.2 Training The dealer shall provide access for State and Ordering Entity mechanics to all on-line service and repair information including service bulletins for all vehicles purchased. The dealer shall provide access for State and Ordering Entity mechanics to service and repair training for the models purchased. Training shall be similar to the training offered to dealership mechanics.
2.3 Reporting The State reserves the right to request reports from the Contractor.
2.4 Documents Contractor shall submit the following documents at the time of delivery: a) Owner's/Operator's manual for vehicle and all add-on equipment. b) Warranty papers for chassis, body, and additional equipment if applicable. c) Maintenance manual(s).
2.5 Meetings The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings, as it deems appropriate.
3. Staffing 3.1 Contractor Representative The Contractor shall appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor shall notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative. Jim Agney (734) 671-4033 jagney@gornoford.com
3.2 Customer Service Toll-Free Number The Contractor shall specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative shall be available for calls during the hours of 8 am to 5 pm EST. (888) 571-5441

3.3 Technical Support, Repairs and Maintenance

The Contractor shall specify its toll-free number (if different than above) for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor shall be available for calls and service during the hours of 8 am to 5 pm EST.

(888) 571-5441

3.4 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor shall disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Of the total bid, the price of the subcontractor's work.

4. Pricing

4.1 Price Term

The pre-qualified pool of vendors shall bid annually on vehicles. Compliance with specifications and the lowest bid, shall govern award for vehicles by manufacturer, model category, and/or model groups. The State reserves the right to negotiate with one or more Contractors. Once vehicles are awarded, prices are fixed for one model year with an option to "roll-over" pricing for the next model years. "Model year" is defined as the current model year at the time of the bid release. Dealers are obligated to provide the vehicle at the bid price as long as that model year is produced. "Roll-over" pricing shall be upon mutual agreement between the State and the dealer. The State reserves the right to prohibit "roll-over" pricing for any reason. Vehicles that are not rolled over are included in the upcoming annual bid cycle.

4.2 Price Changes

Prices quoted are the maximum to be charged during the vehicle model year. Model year is defined as the current model year at the time of the bid release.

Dealers are obligated to provide the vehicle at the bid price as long as that model year is produced with the following exceptions:

- a) The State or Ordering Entity shall receive the benefit of any decrease in price that may occur.
- b) If changes in manufacturer standard equipment or federal regulations affect the cost of the vehicle(s) during the model year by more than one hundred-dollars (\$100), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.
- c) If the State of Michigan raises the cost of the vehicle title fees during the contract period, Contractors may request a price adjustment to reflect the actual cost increase experienced.

Changes may be either increase or decrease, and may be requested by either party. Approved changes shall be firm for the remainder of the model year, and shall take effect 30 days after authorization by Contract Change Notice. The postmark date on the Contract Release/Purchase Order shall determine prices to be charged on an order that may have been in transit prior to implementation of price revisions.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the vehicle will be added to the upcoming bid cycle, making it available for all pre-qualified dealers to submit bids. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

5. Ordering

5.1 Authorizing Document

Orders for delivery of commodities and/or services will be issued directly by the State, or Extended Purchasing Participants, through the issuance of a Purchase Order Form referencing this contract. The Contractor is asked to reference all items per section **8.1 Invoice Requirements**.

The Contractor is only authorized to sell vehicles specifically listed on their contract within the respective model year.

Any misrepresentations, such as selling of other vehicles, could be subject to the following:

1. Submittal of an official Vendor Performance with the State.
2. Loss of award (Contractor's current awarded vehicles to be re-bid amongst other Contractors).
3. Early removal from pre-qualification.

5.2 Order Verification

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

When an item is backordered, the Contractor shall notify the State or Ordering Entity within ten (10) business days.

The Contractor shall provide an order confirmation within two (2) business days.

The Contractor shall provide a delivery timeframe within ten (10) business days.

6. Delivery

A. F.O.B. Delivered Items

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders for State of Michigan Agencies, in the vicinity of Lansing, Michigan. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

B. F.O.B. dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for Extended Purchasing Participants. Dealers must also quote a delivery cost per mile to facilitate calculation of delivery cost to various locations within Michigan. The delivery fee per vehicle for Extended Purchasing Participants shall be a maximum of \$2.50 per mile starting at the first mile. Dealers can include a lower delivery fee than \$2.50 per mile in their bid responses. The delivery cost per mile will be added to the unit cost of the vehicle unit price quoted to determine the "Total Unit Price" for "F.O.B. Dealership" items. Mileage will be calculated based upon the "Official Michigan Department of Transportation Highway Map". Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

C. Driver Delivery

Contractors will be permitted to drive vehicles to final destinations in compliance with the "Affidavit for Driver Delivery" attached, however, the affidavit must be completed, submitted, and in the contract file within Purchasing Operations to be applicable.

Delivery must be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday ONLY, excluding State Holidays. Contractors shall contact the ordering agency 48 hours prior to the scheduled delivery time and date, to obtain confirmation of staff availability.

7. Acceptance

7.1 Acceptance and Inspection

Prior to delivery, each vehicle shall be serviced and inspected by the dealer or their agent. At a minimum, this pre-delivery service and inspection shall cover the specifications listed in the State of Michigan Specifications **per Schedule B, Pre-Delivery Service**. A copy of the Contractor's inspection and service check, including the Contractor's and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicles crank case, differential and transmission shall be filled to the manufacturer's recommended capacity and the fuel tank shall have a minimum of one-fourth of a tank of fuel when the vehicle arrives at the delivery destination. The Contractor shall provide a completed odometer statement, completed RD108 application for title form, vehicle window sticker or line setting ticket, and invoice for each vehicle at the time of delivery. The vehicle shall be clean and free from defects when delivered.

Each unit shall have an initial fill of windshield washer solution with solvent giving winter protection.

The receiving State Agency and Ordering Entity have been instructed to make inspection on receipt of units and to process payment documents promptly. Payment documents, however, will be delayed if the vehicle fails to comply with specification requirements.

8. Invoice and Payment

8.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) contract number; (c) purchase order; (d) quantity; (e) description of the Contract Activities; (f) base vehicle unit price; (g) option unit price; (h) shipping cost (if any); and (i) total price.

8.2 MiDeal Requirements

- a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.
- b) The Contractor must submit quarterly reports of MiDEAL purchasing activities **(See Standard Contract Terms, section 7)**.
- c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- d) The Contractor shall submit invoices to and receive payment from MiDEAL Members on a direct and individual basis **(See Standard Contract Terms, section 8)**.

9. Additional Requirements

9.1 Environmental and Energy Efficient Products

The Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

The Contractor shall identify any energy efficient, bio-based, or otherwise environmental friendly products used in their products to the Program Manager (PM) 2 weeks prior to delivery.

9.2 Recycled Content and Recyclability Deliverable(s).

Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

- (total estimated percentage of recovered material)
- (estimated percentage of post-consumer material)
- (estimated percentage of post-industrial waste)

9.3 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Safety Data Sheet (SDS) listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

The Contractor shall provide all current SDS to the Program Manager (PM) 2 weeks prior to delivery.

9.4 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

The Contractor shall report if it intends to provide products containing mercury to the Program Manager (PM) no later than 48 hours after a purchase order is issued.

9.5 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

The Contractor must disclose to the Program Manager (PM) whether their products contain BFRs no later than 48 hours after a purchase order is issued.

10. Invoice Credits

Late or improper completion of the Contract Activities will cause loss and damage to the State and Extending Purchasing Participants and it would be impracticable and extremely difficult to fix the actual damage sustained by the State and/or Extending Purchasing Participants. Therefore, if there is late or improper completion of the Contract Activities, the State, and the Ordering Entity are entitled to collect invoice credits in the amount of 2/10th of 1% of the Purchase Order for each day the Contractor fails to remedy the late or improper completion of the Work.

11. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$500 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$500 per individual per day for an unapproved or untrained key personnel replacement.

ORIGINAL

Schedule C

AFFIDAVIT FOR DRIVER DELIVERY

Domestic Vehicle Dealers – Patrol, Passenger, Trucks, and Vans

Vehicles may be driven to the final delivery destination if the following conditions are met:

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.
2. The contractor accepts all responsibility and liability for vehicles in transit.
3. The requesting contractor should sign the affidavit below and submit this with the bid.

The contractor accepts all responsibility and liability for vehicles in transit and guarantees the vehicles shall be transported in a safe, proper, and efficient manner.

I understand that the State may cancel approval of this affidavit at any time during the contract if the contractor fails to meet the above obligations.

J. B. Agney
Signed

6/9/17
Date

DEALER AGENT
Title

GORNO FORD
Contractor

Gorno Ford
22025 Allen Road
Woodhaven, MI 48183
Jim Agney

JIM AGNEY
jagney@gornoford.com
(Direct) 734-671-4033
(Fax) 734-676-7647

DATE: 3/9/20 (Revised 5.21.20) **(Transit 350 Low Roof Van)**

TO: GARY DOORLAG, CITY OF KALAMAZOO
269-337-8761 (DIRECT) doorlag@kalamazoocity.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **CONTRACT# 071B7700181**

MiDEAL # VAN-0125 (1) 2020MY FORD TRANSIT-350 XL, w/ LOW ROOF, 148"WB, OXFORD WHITE/GRAY VINYL, 3.5L V6, 10 spd.A/T, SLIDING CURB SIDE – DOOR,HINGED REAR DOORSw/GLASS, DRL's, PWR.WINDOWS/LOCKS/Htd. MIRRORS, TILT/CRUISE,VINYL FRNT./REAR FLOOR, AM/FMw/CLOCK, A/C, 9,500# GVWR, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 LS. AXLE, (3) SPARE KEYS, H.D. ALT., DUAL BATT., LT235/65Rx16E-AS, TPMS, ADVANCE TRACw/ROLL STABILITY CNTRL., REAR VIEW CAMERA, AUTOLAMP/RAIN WIPERS, REVERSE SENSING, SAFETY STEEL BULKHEAD & CONTRACTOR PKG. RACKS & BINS, MUNICIPAL SAFETY LIGHT PKG. (Amber/Green)
(Includes; Fr/Rr Amber LED Flashers, Roof-Mount LED Mini Light Bar)

F.O.B. DELIVERED TO KALAMAZOO, MI \$33,208.00 *
(MSRP = \$46,499.00)

**(Previously delivered 2/28/20; 1FTBW1Y88LKA35272 - Stock # b.3024 -)*

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Kalamazoo. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 5/13/20 **(F-550 Reg.Cab/Tall Svc. Body)**

TO: GARY DOORLAG, CITY OF KALAMAZOO
269-337-8761 (DIRECT) doorlag@kalamazoocity.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL # 4WDM-0119 CONTRACT# 071B7700181**

(2) 2020MY FORD F-550 C/C XL, 4x2 DRW, REG.. CAB, 169"WB, 84"CA, 6.8L V-10, 6spd.A/TwO/D, DRW, OXFORD WHITE/EARTH VINYL, A/C, AM/FMw/CLOCK, LT225/19.5ASw/SPARE, 4.88 LTD. SLIP. AXLE, 18,000# GVWR, RUNNING BOARDS. XTR. H.D. ALT., TILT/CRUISE, FRNT. TOW HOOKS,REAR VIEW CAMERA PREP., DISC BRKS.w/ABS, AIR BAGS, SAFETY ROOF MARKER LIGHTS, E-BRK. CNTRLR., TRAILER TOW PKG., REVERSE SAFETY BEEPER, UPFITTER SWITCHES, PWR. WINDOWS/LOCKS/MIRRORS

(SPECS. ATTACHED)KC 132 SERIES KNAPHEIDE TALL SERVICE BODY.

F.O.B. DELIVERED TO KALAMAZOO., MI \$59,962.00 each
(MSRP = \$70,143.00)

Current Estimated delivery is 20 – 24 weeks.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Kalamazoo.. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

Make: FORD	Model: F-550	Year: 2020	Single/Dual: DRW
Cab Type: REGULAR	Wheelbase: 169.0	Cab-to-Axle: 84.0	VIN:

QTY	PART NUMBER	DESCRIPTION	AMOUNT
1	MISC MIDEAL	STATE OF MICHIGAN MIDEAL ORDER. MIDEAL CONTRACT #071B7700087 *****REFERENCE PICTURES FROM F85319*****	
1	KNAP KC132H2094	MODEL: KC132H2091 * TWO (2) ADJUSTABLE DIVIDER SHELVES, STREET AND CURB SIDE FRONT VERTICAL COMPARTMENTS (ALL COMPARTMENTS AHEAD OF HORIZONTAL) * ONE (1) ADJUSTABLE DIVIDER SHELF, STREET AND CURB SIDE REAR VERTICAL COMPARTMENTS (ALL COMPARTMENTS BEHIND HORIZONTAL) * ONE (1) ADJUSTABLE DIVIDER SHELF, CURB SIDE HORIZONTAL COMPARTMENT * TWO (2) FULL LENGTH SHELVES EACH SIDE IN INTERIOR OF BODY ON L, M AND H MODELS (ONE ON TOP OF COMPARTMENT AND ONE FIXED SHELF IN ROOF). ONE (1) FULL LENGTH SHELF EACH SIDE IN INTERIOR OF BODY ON U MODELS (ON TOP OF COMPARTMENT) * RIVETLESS ROTARY SLAM LATCHES ON ALL SIDE DOORS WITH DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS * DOUBLE PANEL GALVANNEAL REAR DOORS WITH RIVETLESS LATCH AND SOLID PANEL WITH NO GLASS * TWO (2) REAR ACCESS DOORS WITH RIVETLESS LATCHES ON UPPER ROOF STRUCTURE * 9" X 30" GLASS WINDOW IN FRONT BULKHEAD * MASTER LOCKS INSTALLED BOTH SIDES AND GRAB HANDLE AT REAR RIGHT * COMPLETE SURFACE MOUNTED LIGHT KIT WITH 6-CIRCUIT WIRE HARNESS, ALL REQUIRED LIGHTS, AND 2 INTERIOR LED DOME LIGHTS (ALL LIGHT HOLES PRE-PUNCHED) * LIGHT MOUNTING HOLES FOR KNAPEIDE LIGHTS	
1	KNAP 20094550	INSTALLATION KIT FOR STEEL SERVICE BODY 2017 & NEWER FORD 60", 84", 108", OR 120" CA - LOOSE	

QTY	PART NUMBER	DESCRIPTION	AMOUNT
2	KNAP 12318184	CODEABLE PADLOCK, FORD (SIDE-CUT KEY) FOR 2015 & NEWER F150, 2017 & NEWER SUPER DUTY, & 2015 & NEWER TRANSIT - LOOSE	
1	KNAP 26230169	LED COMPARTMENT LIGHT KIT FOR 6132 & F40 MODELS, KUV129, KC132 MODELS, A6132, F, F40 & LP MODELS - LOOSE	
2	BUYE 1903050	E-TRACK HORIZONTAL (10FT) GREY EACH SIDE OF CARGO AREA RIGHT BELOW SEAMS OF SHELVES	
1	KNAP 20062253	SIDE MOUNT LADDER RACK FOR CANOPY ROOF MOUNT CURBSIDE FOR 8FT LADDER	
1	KNAP 20103570	94" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS,	
1	KNAP 20072732	MECHANIC'S VISE BRACKET, CURBSIDE	
2	SOUN EGHST2P	GHOST SINGLE LED SURFACE MOUNT WARNING LIGHT BLACK HOUSING INSTALLED QTY 2 IN GRILL UP HIGH WIRED TO OEM UPFITTER SWITCH *KEY HOT*	
2	SOUN EMPC1SMS3	3" STROBE 8 LED AMBER/GREEN, SCREW MOUNT INSTALLED QTY 2 AT REAR ABOVE CONDUIT DOOR	
2	SOUN EL3MB3CUS	10-16V PERM MNT 3LED MINIBAR INSTALLED ON ROOF, ONE AT FRONT, ONE AT REAR WIRED TO OEM UPFITTER SWITCH KEY HOT	
1	SOUN ENFTCDXS1208	ENFORCE EXTERIOR TRAF. 8 HEAD LIGHTBAR AMBER/GREEN INSTALLED AT REAR ABOVE DOORS & DRIP RAIL (CENTERED) CONTROL BOX WITHIN REACH OF DRIVER	
1	SOUN ETSWDAS01	UNIVERSAL DIRECTIONAL ARROW CONTROLL BOX SWITCH COMPATIBLE WITH ETL 5000 LOCATION WITHIN REACH OF DRIVER	
1	LAB 60I	INSTALLATION LABOR FOR OEM BACKUP CAMERA	
1	KNAP 12014260	CLASS V RECEIVER HITCH, 18,000 LBS	
1	POLL 11-893P	OEM-STYLE 7-WAY "RV" TRAILER PLUG.	
1	TERM TG-6370-010	ADAPTER PLUG	
1	BUYE RTA252	ADAPTOR 2 5in /2 0in RECEIVER TRAILER	
1	POLL 41-820	12 VOLT ELECTRIC BACK-UP ALARM	
1	KNAP 77007839	ADDITIONAL UPPER SHELF STREET SIDE-KUVCC WITHOUT SIDE DOORS OR WINDOWS - INSTALLED	
1	KNAP 77007847	ADDITIONAL UPPER SHELF CURB SIDE-KUVCC WITHOUT SIDE DOORS OR WINDOWS - INSTALLED	



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.6.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anthony Ladd, PE, Acting Public Works Division Manager

DATE: June 15, 2020

SUBJECT: Cooperative Contract for 2020 Annual Pavement Line and Specialty Pavement Marking (Bid Ref#96861-013.0)

RECOMMENDATION:

It is recommended that the City Commission approve a Cooperative Contract with P.K. Contracting, Inc. for 2020 Annual Pavement Line and Specialty Pavement Markings for \$168,087.60.

BACKGROUND:

Pavement markings are essential for maintaining safe and efficient travel through the city of Kalamazoo for both motorized and non-motorized public. Pavement markings are repainted annually after a visual inspection performed by staff during the warmer season when the markings can be applied. This year, the City of Kalamazoo and the Road Commission of Kalamazoo County participated in a joint bidding process for pavement marking services. The three categories have been combined to simplify the process. The low bid was for \$168,087.60 by P.K. Contracting, Inc. The contract is for services in 2020, with the possibility of three (3) one-year extensions.

STRATEGIC VISION ALIGNMENT:

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

Pavement Markings Installation and Maintenance - Managing the inspection, review, application, and maintenance of pavement marking throughout the City.

Strategic Goal Impact:



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



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:

Sufficient funds are budgeted within Major and Local Streets Funds 2020 adopted operating budgets for pavement marking.

Bid # 2020-06: Pavement Line Striping & Specialty Pavement

BID PROPOSAL (page 1 of 2)

Contractor Name: P.K. CONTRACTING INC Date: 4.6.20

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the Road Commission of Kalamazoo County and the City of Kalamazoo, (the entities) will separately award the project to the successful bidder conditional upon the availability of funds.

The Road Commission of Kalamazoo County and the City of Kalamazoo (the entities) reserves the right to accept or reject any or all bids in the best interest of the respective entity.

The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Road Commission of Kalamazoo County and the City of Kalamazoo, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal (or portions thereof), enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

Bid # 2020-06: Pavement Line Striping & Specialty Pavement

BID PROPOSAL (page 2 of 2)

Contractor Name: P.K. CONTRACTING, INC Date: 4.6.20

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS ARE ATTACHED ON
SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE
SPECIFICATIONS.

I certify that my company is listed on the Michigan Department of Transportation (MDOT)
Prequalified Contractors Director for N-3 Pavement Marking.

☒ Yes, my company is MDOT Certified

☐ No, my company is NOT MDOT Certified.

Extended Purchasing:

During the term of the agreement resulting from this Request for Bids, the City of
Kalamazoo and the Road Commission of Kalamazoo County would like to afford the same
prices, terms and conditions to other local governments and public schools located in
Kalamazoo County even though their requirements are not included in the quantities listed
on the Bid. Please indicate your willingness to extend your prices to other local
governmental entities and public schools by checking the corresponding box below.

☒ I agree to extend my prices

☐ I do not agree to extend my prices

Your response, either to extend or not to extend your prices, will not have an effect on the
evaluation of your bid.

Bid # 2020-06: Pavement Line Striping & Specialty Pavement

COST SUMMARY (page 1 of 3)

P.K. CONTRACTING INC

Contractor Name:

ITEM DESCRIPTION	Unit	Estimated Units			Unit Price	Total Amount Total Units X Unit Price
		City of Kalamazoo	RCKC	Total Units		
Line Painting/Striping						
Waterborne - 4" White	Feet	86,000	2,214,200	2,300,200	\$.053	\$ 121,910.60
Waterborne - 4" Yellow	Feet	433,400	3,340,400	3,773,800	\$.054	\$ 203,785.20
Waterborne - 6" White	Feet	130,000	300	130,300	\$.08	\$ 10,424.00
Waterborne - 6" Yellow	Feet	1,000	0	1,000	\$.09	\$ 90.00
Spray Thermoplastic - 4" White	Feet	25,000	0	25,000	\$.12	\$ 3,000.00
Spray Thermoplastic - 4" Yellow	Feet	80,000	0	80,000	\$.12	\$ 9,600.00
Spray Thermoplastic - 6" White	Feet	73,000	0	73,000	\$.18	\$ 13,140.00
Spray Thermoplastic - 6" Yellow	Feet	1,000	0	1,000	\$.17	\$ 170.00
Regular Dry - 4" White	Feet	2,000	6,000	8,000	\$.22	\$ 1,760.00
Regular Dry - 4" Yellow	Feet	1,000	3,000	4,000	\$.22	\$ 880.00
Regular Dry - 6" White	Feet	100	0	100	\$.33	\$ 33.00
Regular Dry - 6" Yellow	Feet	100	0	100	\$.33	\$ 33.00
Rumble Strip	Feet	0	700	700	\$ 10.00	\$ 7,000.00
Removal and Mobilization						
Line Removal – 6" Longitude or less width	L.F.	1,000	1,000	2,000	\$.50	\$ 1,000.00
Specialty Marking Removal	Each	5	5	10	\$ 100.00 100.00 NS	\$ 1,000.00
Mobilization Fee	Each	10	10	20	\$ 400.00 200.00 NS	\$ 4,000.00

Bid # 2020-06: Pavement Line Striping & Specialty Pavement

COST SUMMARY (page 2 of 3)

P.K. CONTRACTING, LLC

Contractor Name:

ITEM DESCRIPTION	Unit	Estimated Units			Unit Price	Total Amount Total Units X Unit Price
		City of Kalamazoo	RCKC	Total Units		
Specialty Markings/Legend Markings						
24" Stop Bar, White	Feet	7,000	5,200	12,200	\$ 2.10	\$ 25,620.00
12" Cross Walk, White	Feet	35,000	11,000	46,000	\$ 1.20	\$ 55,200.00
Continental Cross Walk, White	Feet	1,200	250	1,450	\$ 1.20	\$ 1,740.00
8' "Only" Legend, White	Each	200	195	395	\$ 40.00	\$ 15,800.00
Straight Arrow Symbol, White	Each	45	15	60	\$ 30.00	\$ 1,800.00
Right Arrow Symbol, White	Each	70	65	135	\$ 35.00	\$ 4,725.00
Left Arrow Symbol, White	Each	200	185	385	\$ 35.00	\$ 13,475.00
Straight Left Arrow Symbol, White	Each	2	5	7	\$ 50.00	\$ 350.00
Straight Right Arrow Symbol, White	Each	25	5	30	\$ 50.00	\$ 1,500.00
Arrow with Bike Symbol, White	Each	25	0	25	\$ 40.00	\$ 1,000.00
Shared Lane Markings, White	Each	10	0	10	\$ 40.00	\$ 400.00
Railroad Crossing Symbol including 24" Bands, White	Each	140	40	180	\$ 100.00	\$ 18,000.00
"SCHOOL" Legend, White	Each	80	30	110	\$ 60.00	\$ 6,600.00
"STOP" Legend, White	Each	5	1	6	\$ 40.00	\$ 240.00
"AHEAD" Legend, White	Each	5	1	6	\$ 50.00	\$ 300.00
"SLOW" Legend, White	Each	5	2	7	\$ 40.00	\$ 280.00
Yield Triangles	Each	5	0	5	\$ 20.00	\$ 100.00
Merge Arrow Markings	Each	2	1	3	\$ 80.00	\$ 240.00
6" Crosshatch, White	Feet	200	100	300	\$ 1.00	\$ 300.00
6" Crosshatch, Yellow	Feet	400	100	500	\$ 1.00	\$ 500.00

Bid # 2020-06: Pavement Line Striping & Specialty Pavement

COST SUMMARY (page 3 of 3)

P.K. CONTRACTING, INC.
Contractor Name:

TOTAL \$ 525,995.⁸⁰

Certification of Materials is attached to this proposal? NS Yes NS No X

Bid # 2020-06: Pavement Line Striping & Specialty Pavement
City of Kalamazoo

Kalamazoo City Contract Award

- Notification of award will be in writing by the City of Kalamazoo Purchasing Manager. Upon notification, the Contractor shall submit to the City of Kalamazoo Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required. Upon the receipt of these items and subsequent approval by the City of Kalamazoo, the City of Kalamazoo Purchasing Manager will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.
- This bid documents together with its addenda, amendments and modifications, when executed, becomes the complete contract between the City of Kalamazoo and the Contractor, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

Kalamazoo Non-Discrimination Clause

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City of Kalamazoo's Non-Discrimination Clause as updated by City Ordinance 1856.

Signed: Nicholas C. Shea

Name: Nicholas C. Shea

Title: CHIEF ESTIMATOR

**Bid # 2020-06: Pavement Line Striping & Specialty Pavement
REFERENCE QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: P.K. CONTRACTING, INC
2. Established: Year 1980 Number of Employees: 250+
3. Website address (if applicable) www.pkcontracting.com

Type of organization:

- | | | | |
|-----------------|----------|-----------------|-------|
| a. Individual: | _____ | b. Partnership: | _____ |
| c. Corporation: | <u>✓</u> | d. Other: | _____ |

4. Former firm name(s) if any, and year(s) in business:
N/A

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.

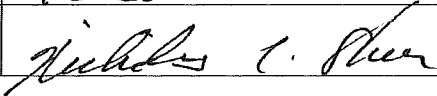
5.1 Company Name: CITY of ANN ARBOR
Address: P.O. BOX 80470 ANN ARBOR, MI 48107
Phone and Email: 734.994.2731 aajam@a2gov.org
Contact Person: ADAM AJAM
Type of work or contract: CITY WIDE PAVEMENT MARKINGS

5.2 Company Name: CITY of FENTON
Address: 301 S. LEROY FENTON, MI 48430
Phone and Email: 810.629.2261 dbrisson@cityoffenton.com
Contact Person: DAN BRISSON
Type of work or contract: CITY WIDE PAVEMENT MARKING

5.3 Company Name: OAKLAND COUNTY
Address: 2420 PONTIAC LK RD PONTIAC, MI 48054
Phone and Email: 248.858.4746 gwest@rcoc.org
Contact Person: GREG WEST
Type of work or contract: COUNTY WIDE PAVEMENT MARKINGS

Bid # 2020-06: Pavement Line Striping & Specialty Pavement
CERTIFICATION (RCKC)

By my signature, I hereby state that all of the information I have provided is true, accurate, and complete, and that I have read and I agree to be bound by the requirements, terms and conditions. I hereby state that I have the authority to submit this proposal, which will become a binding contract if accepted by the **Road Commission of Kalamazoo County (RCKC)**. I hereby state that I have not communicated with, nor otherwise colluded with any other bidder, nor have I made any agreement with, or offered/accepted anything of value to/from an official or employee of the RCKC that would tend to destroy or hinder free competition.

Company Name	P.K. CONTRACTING, LLC
Your Name	NICHOLAS C. SKEA
Title	CHIEF ESTIMATOR
Taxpayer ID	38-2313864
Street Address	1965 BARRETT DR
City, State, Zip	Troy, MI 48064
Telephone/Cell	248 362 2130
Fax Number	248 362 4969
Email Address	nick@pkcontracting.com
Date	4.6.20
Signature	

The RCKC will use the firm's identification information provided for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to another firm, please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Remittance Address: _____
(if different than above)

Account Payable Contact: Sandy BITNER

Account Payable Email Address: sandy@pkcontracting.com

Bid # 2020-06: Pavement Line Striping & Specialty Pavement
CERTIFICATION (City of Kalamazoo)

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 38-2313864 Remittance

Address: 1905 BARRETT DR TROY, MI 48064

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: Nicholas C. Shea NAME: NICHOLAS C. SHEA
(Type or Print)

TITLE: CHIEF ESTIMATOR DATE: 4-6-20

FIRM NAME: P.K. CONTRACTING, Inc

(if any)
ADDRESS: 1905 BARRETT DR TROY MI 48084
(Street address) (City) (State) (Zip)

PHONE: 248 362 2130 FAX: 248 362 4969

EMAIL ADDRESS: nick@pkcontracting.com

FOR CITY USE ONLY - DO NOT WRITE BELOW

Proposed cooperative contract accepted at the unit prices stated herein for a contract not to exceed \$168,087.60. Contract expires March 31, 2021.

APPROVED BY: _____

James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____

Invoice Date:

For Services provided

CONTRACTOR ABC
Invoice Detail by Township
PURCHASE ORDER # XXXX

PO Line	Description of Services	Units	From:			To:			City of Perquimans			Currituck			Dare			Beaufort			Jones			Wayne			Total		
			Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease	Primary	Local	Lease
1	WATER BORNE LINE 4" WHITE	Feet																											
2	WATER BORNE LINE 4" YELLOW	Feet																											
3	WATER BORNE LINE 4" WHITE	Feet																											
4	LINE REMOVAL 6" LONGITUDE OR LESS WIDTH	Linear Feet																											
5	MOBILIZATION FEE	Each																											
6	WATER BORNE SPECIALTY 24" STOP BAR	Feet																											
7	WATER BORNE SPECIALTY 12" CROSS WALK	Feet																											
8	WATER BORNE SPECIALTY CONTIN. CROSS WALK WHITE	Feet																											
9	WATER BORNE SPECIALTY 4" ONLY LEGEND	Feet																											
10	WATER BORNE SPECIALTY STRAIGHT ARROW SYMBOL WHITE	Each																											
11	WATER BORNE SPECIALTY TURN ARROW SYMBOL WHITE	Each																											
12	WATER BORNE SPECIALTY TURN ARROW SYMBOL WHITE	Each																											
13	WATER BORNE SPECIALTY STRAIGHT LT ARROW WHITE	Each																											
14	WATER BORNE SPECIALTY STRAIGHT RT ARROW WHITE	Each																											
15	WATER BORNE SPECIALTY ARROW SYMBOL WHITE	Each																											
16	WATER BORNE SPECIALTY "SCHOOL" LEGEND WHITE	Each																											
17	WATER BORNE SPECIALTY "STOP" LEGEND WHITE	Each																											
18	WATER BORNE SPECIALTY "AHEAD" LEGEND WHITE	Each																											
19	WATER BORNE SPECIALTY "SLOW" LEGEND WHITE	Each																											
20	WATER BORNE SPECIALTY 4" CROSSMATCH WHITE	Feet																											
21	WATER BORNE SPECIALTY 4" CROSSMATCH YELLOW	Feet																											
22	WATER BORNE SPECIALTY MARKING REMOVAL	Each																											
		TOTAL QUANTITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXAMPLE



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.7.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: James J. Baker, PE, Public Services Director and City Engineer
Prepared by: Anthony Ladd, PE, Acting Public Works Division Manager

DATE: June 15, 2020

SUBJECT: One (1) year Contract Extension for Sign Installation and Maintenance Services
(Bid Ref# 968-80-004.2)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract extension and purchase order with RathCo Safety and Supply, Inc. in the amount of \$234,475.00 for sign installation, maintenance, and removals. This will be the second annual contract extension of three possible extensions.

BACKGROUND:

The City of Kalamazoo no longer maintains a fully staffed and functioning sign shop. In order to provide essential services like sign installation, sign maintenance, and sign removals throughout Kalamazoo, the City has bid out a contract for the work. The City of Kalamazoo must keep signage maintained in order to comply with federal requirements, maintain safe roadways for all users, and ensure legally enforceable traffic control orders.

RathCo Safety and Supply, Inc. can provide the services that meet the needs of the City of Kalamazoo. They are also located in proximity of Kalamazoo and can respond quickly to emergency situations and calls. The City of Kalamazoo currently contracts RathCo Safety and Supply, Inc. for temporary traffic control devices with satisfactory results.

STRATEGIC VISION ALIGNMENT:

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

Sign Installation and Maintenance – Installation, maintenance, and replacement of street signs including reflectivity program.

Strategic Goal Impact:



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



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 are included within the 2020 Adopted Major and Local Streets Funds operating budgets.

CITY OF KALAMAZOO- INTENT TO RENEW
Sign Installation and Maintenance Services

Page 1
Reference No: 968-80-004.2

BID FORM FOR CONTRACT EXTENSION AWARD

The undersigned agrees to provide sign installation and maintenance services for the City of Kalamazoo in conjunction with a contract extension to the original contract. The term of the contract extension shall begin on or about May 1, 2020 and expire on or about April 30, 2021, depending on date of approval. The contract provides for changes in requirements and price adjustments based on the City's needs and changes in cost for the contractor. All other terms, requirements and conditions of the original contract, including any addendums, are hereby continued in force and effect during the term of this contract extension.

Item Description	Units	Estimated Units	Unit Price	TOTAL
Service Activity				
Install Support	Ea	200	\$60.00	\$12,000.00
Install Support (Flush Mount)	Ea	20	\$65.00	\$1,300.00
Install Support (Stub Post)	Ea	0	—	—
Hang Sign	Ea	2,500	\$8.00	\$20,000.00
Roadsoft Data Entry	Ea	0	—	—
Remove Sign	Ea	2,300	\$8.00	\$18,400.00
Remove Support	Ea	100	\$20.00	\$2,000.00
Remove Support (Flush Mount)	Ea	20	\$30.00	\$600.00
Straighten Support	Ea	20	\$60.00	\$1,200.00
Core Drill	Ea	10	\$250.00	\$2,500.00
Subtotal - Service Activity:				\$58,000.00

Item Description	Units	Estimated Units	Unit Price	TOTAL
Materials				
3 Lb Galvanized U-Channel Post	Ft	1,300	\$3.00	\$3,900.00
2 Lb Galvanized U-Channel Post	Ft	1,200	\$2.00	\$2,400.00
2" x 2" Square Post	Ft	200	\$4.00	\$800.00
Flush Mount Base	Ea	20	\$50.00	\$1,000.00
Aluminum HIP Standard Sign	Sft	12,500	\$6.35	\$79,375.00
Aluminum HIP Special Sign	Sft	150	\$10.00	\$1,500.00

CITY OF KALAMAZOO- INTENT TO RENEW
Sign Installation and Maintenance Services

Page 2
Reference No: 968-80-004.2

Item Description	Units	Estimated Units	Unit Price	TOTAL
Materials (continued)				
Aluminum Diamond Grade Standard Sign	Sft	100	\$ 9.00	\$ 900.00
Aluminum Diamond Grade Special Sign	Sft	0	\$ 12.00	\$ 0.00
Street Name Sign (Extruded)	Sft	450	\$ 16.00	\$ 7,200.00
Street Name Sign Bracket	Ea	200	\$ 12.00	\$ 2,400.00
Sign Post Reflective Sheeting	Ft	500	\$ 2.00	\$ 1,000.00
Subtotal - Materials:				\$ 100,475.00

Item Description	Units	Estimated Units	Unit Price	TOTAL
Mobilization				
Urgent - Center	Ea	50	\$ 110.00	\$ 5,500.00
Urgent - Outer	Ea	0	\$ 14.00	—
High Priority - Center	Ea	50	\$ 60.00	\$ 3,000.00
High Priority - Outer	Ea	0	\$ 80.00	—
Normal - Center	Ea	1,500	\$ 45.00	\$ 67,500.00
Normal - Outer	Ea	0	\$ 60.00	—
Subtotal - Mobilization:				\$ 76,000.00

SIGN INSTALLATION and MAINTENANCE GRAND TOTAL:	\$ 234,475.00
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CITY OF KALAMAZOO- INTENT TO RENEW
Sign Installation and Maintenance Services

Page 3
Reference No: 968-80-004.2

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): 38-229-2897

Remittance Address: 6742 LOVERS LANE, PORTAGE, MI 49002

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: [Signature]

NAME: RUSSELL M RATHBORN
(Type or Print)

TITLE: President

DATE: 4/1/2021

FIRM NAME: RATHCO SAFETY SUPPLY, Inc
(if any)

ADDRESS: 6742 LOVERS LN PORTAGE MI 49002
(Street address) (City) (State) (Zip)

PHONE: 269-323-0153 FAX: 269-323-3206

EMAIL ADDRESS: RUSTY @ RATHCO.COM

FOR CITY USE ONLY - DO NOT WRITE BELOW

Proposed contract extension accepted at the unit prices stated herein for a term contract not to exceed \$234,475.00. Contract expires April 30, 2021.

APPROVED BY: James K. Ritsema, ICMA-CM

TITLE: City Manager

DATE: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.8.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 15, 2020

SUBJECT: Resolution of Non-Profit Status for Charitable Gaming License - Skydive Broncos

RECOMMENDATION:

It is recommended that the City Commission adopt a resolution recognizing Skydive Broncos as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

BACKGROUND:

Wellspring - Cori Terry and Dancers (Wellpring) was established in 1981 and exists "to offer a unique and authentic voice in modern dance which serves to inspire, engage, and educate our community."

Wellspring would like to conduct a "Radical RAD Fest Raffle," which would feature prizes associated with the 12th Annual Regional Alternative Dance Festival (RAD Fest). The grand prize package will include a two-night stay at the Radisson Plaza Hotel, festival tickets, and gift certificates to downtown restaurants. The raffle would commence in the spring, with the winners being announced in the fall.

Funds raised through the raffle will be used to support the production of Wellspring's 40th Anniversary Season, including RAD Fest, community outreach events, the production of two concert series, and the Wellspring Dance Academy. In order to hold the raffle, Wellspring must obtain a charitable gaming license through the Michigan Lottery Bureau. As part of the licensing process, the State requires the local unit of government to establish and verify the applicant's non-profit status through the adoption of a Local Governing Body Resolution for Charitable Gaming Licenses. The City Clerk has received a copy of a letter from the Internal Revenue Service confirming Wellspring's tax exempt status and has verified with the Michigan Department of Licensing and Regulatory Affairs (LARA) that the organization is registered as a domestic non-profit corporation.

STRATEGIC VISION ALIGNMENT:

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

9021 Legislative Support - Activities that fulfill the City Clerk's role as the "Clerk of the City Commission" (City Charter, Section 47). These activities include preparing City Commission meeting agendas and agenda packets; creating City Commission meeting minutes; processing documents for signature and transmittal following City Commission action; organizing and indexing the City Commission documents; and performing legislative research for Commissioners, staff, and citizens.

Discussion

In his role as the Clerk of the City Commission, the City Clerk receives requests from non-profit organizations who want to apply for charitable gaming licenses. The Clerk reviews the requests, verifies the organizations' non-profit status, and presents qualified organizations to the City Commission for recognition as "non-profit organizations operating in the community."

Strategic Goal Impact:



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

Discussion

The Legislative Support program has a high degree of impact on the following Good Governance Subgoals:

Communication and Outreach - Facilitate timely and effective communication throughout the organization and with the public through a variety of media modes.

Insights and Analysis - Support concept development, planning, and decision-making processes with relevant short-term and long-range analysis.

Organizational Principles - the City operates responsibly and embodies transparency, accountability, and innovation in all operations.

Data and Records Management - Maintain, preserve, and manage City records and information/data with clear, forward-looking plans so this valuable data will be a readily accessible resource that contributes to community goals.

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 this recommendation.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 20-

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(9))

At a Regular meeting of the Kalamazoo City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Anderson on 06/15/2020
DATE

at 7:00 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Skydive Broncos of Kalamazoo,
NAME OF ORGANIZATION CITY

county of Kalamazoo, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Kalamazoo City Commission at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 06/15/2020.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk

PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.9.**

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

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

DATE: June 15, 2020

SUBJECT: A Resolution approving an Act 381 Brownfield Redevelopment Plan for the project located at 3406 Stadium Drive.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution approving the Act 381 brownfield redevelopment plan for the redevelopment project at 3406 Stadium Drive.

Full brownfield plan:

<https://www.kalamazoocity.org/docman/economic-development/brownfield-redevelopment-initiative/6230-wayside-brownfield-plan-draft-051520/file>

BACKGROUND:

This redevelopment project will convert a 34,000 square foot functionally obsolete structure located on a 1.5-acre parcel (Parcel ID 06-30-241-012) into a multi-tenant commercial space. Additionally, the project includes construction of two new structures on the parcel. One new commercial structure is planned along Stadium Drive and a second multi-tenant structure is planned for the back (north) side of the parcel.

The project meets the requirements under Act 381 due to functional obsolescence, which the City Assessor determined on October 2, 2019. The project constitutes a public purpose under Act 381 and meets the BRA's incentive policy by:

- Creating sixty (60) new full-time equivalent jobs paying an average wage of \$14 per hour
- Re-activating commercial space within the City and increasing taxable value
- Renovating a functionally obsolete structure bringing it up to current building, health, and safety codes

EFS Stadium Properties, LLC, the owner and developer, is committed to a total capital investment in the project of approximately \$5.8 million. Construction will be phased over 5 years. The total cost for eligible activities that qualify for reimbursement under Act 381 is \$781,250. Eligible activities include costs associated with environmental due diligence, infrastructure improvements, site preparation, and demolition.

According to the BRA incentives policy, the project qualifies for up to 7 years of reimbursement. The plan aligns with this policy allowing seven years of reimbursement to the developer, or \$781,250 whichever occurs first. Table 3 Reimbursement Schedule estimates the developer will be reimbursed approximately \$222,000 within the seven-year reimbursement period, which is reasonable and necessary. The plan includes a total of eight years of reimbursement to the BRA for administrative costs starting in 2021. An additional five years of tax increment revenue capture will go to the Local Revolving Brownfield Fund.

The BRA provided notice of the public hearing as required under Act 381 which was held on May 21, 2020. The adopted BRA resolution is attached.

STRATEGIC VISION ALIGNMENT:

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

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

Strategic Goal Impact:



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



Environmental Responsibility - A green and health City.

Discussion

The redevelopment project will revitalize a previously vacant building along Stadium Drive that was found to be functionally obsolete. The building redevelopment will bring it up to all building, health, and safety codes while increasing the City's tax base and providing 60 FTE jobs. The development agreement between the BRA and developer requires the developer to follow the City's Ex-offender Policy and seek local contractors and employees when possible.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion:

The brownfield plan is part of the early stages of redevelopment for the site. All impacted local taxing jurisdictions and various departments of the State of Michigan were given notice of the brownfield plan and invited to attend the virtual hearing held May 21, 2020. A legal ad was published in the Kalamazoo Gazette. No public comments were given during the hearing.

As the project moves forward toward redevelopment, the developer will engage the public following the City's public participation plan. This phase of the project will be focused on neighboring residents, businesses, and the general public and will allow for feedback.

Engagement/Communication Tools

Notice was given to taxing jurisdiction and State of Michigan through a mailing and a legal ad was published in the Kalamazoo Gazette.

FISCAL IMPACT:

There is no anticipated fiscal impact to the City for the brownfield plan. The City administrative costs will be reimbursed by new tax increment created by the redevelopment project.

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY**

**A RESOLUTION RECOMMENDING THE
APPROVAL OF ACT 381 BROWNFIELD PLAN FOR
3406 STADIUM DRIVE
BY THE CITY COMMISSION**

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority ("BRA") held on May 21, 2020 at or after 7:30 a.m., local time, virtually pursuant to the Governor's Executive Order No. 2020-75.

PRESENT: Nathan Bolton, James Escamilla, Kevan Hess, Kyle Gulau, Jason Novotny, Tom Schlueter, Jasmine Vedula, Patti Owens, Doug Phillips, Vice Mayor Patrese Griffin

ABSENT: Fritz Brown

The following resolution was offered by Director Doug Phillips and seconded by Director Kevan Hess.

RECITALS:

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

B. Under Resolution No. 08-16, the City Commission delegated the public hearing process to the Authority regarding any future proposed Act 381 Brownfield Plan, including proposed Act 381 Brownfield Plan for 3406 Stadium Drive.

E. A public hearing was held by the Authority on May 21, 2020, on the Brownfield Plan for 3406 Stadium Drive; notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any parcels within the Brownfield Plan for 3406 Stadium Drive, and was also given by publication, as required by Act 381.

F. Following the public hearing on the Brownfield Plan for 3406 Stadium Drive, the Authority, in consideration of any comments heard at the public hearing or written communications received at or prior to the public hearing, determines that the Brownfield Plan constitutes a public purpose in that:

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

- b. The proposed method of financing the costs of eligible activities of the Brownfield Plan is feasible, and the Authority has the authority to arrange the necessary financing.
- c. The description of eligible activities and their estimated costs are reasonable and necessary to carry out the purposes of Act 381, and
- d. The amount of captured taxable value estimated to result from the Brownfield Plan is reasonable.

THEREFORE, IT IS RESOLVED THAT:

The City of Kalamazoo Brownfield Redevelopment Authority approves the implementation of the Act 381 Brownfield Plan for 3406 Stadium Drive and recommends the City Commission adopt a resolution approving this Brownfield Plan.

AYES: Nathan Bolton, James Escamilla, Kevan Hess, Kyle Gulau, Jason Novotny, Tom Schlueter, Jasmine Vedula, Patti Owens, Doug Phillips, Vice Mayor Patrese Griffin

NAYS: None

RESOLUTION DECLARED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Brownfield Redevelopment Authority at a meeting held on May 21, 2020. Public notice was given and the meeting was conducted in compliance with Executive Order 2020-75 issued by Governor Whitmer until June 30, 2020 suspending portions of the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.



Jamie McCarthy
Recording Secretary

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING AN ACT 381 BROWNFIELD PLAN
FOR
3406 STADIUM DRIVE**

Minutes of a regular meeting of the City Commission of the City held on [insert date of meeting], at 7:00 p.m., local time, at the City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT:

ABSENT:

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

RECITALS

- A. On May 5, 1997 the City of Kalamazoo ("City") created the City of Kalamazoo Brownfield Redevelopment Authority ("Authority"), under the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381").
- B. Following the establishment of the Authority, the City has implemented Brownfield Plans, as required under Act 381, for the purposes of identifying real estate parcels for revitalization, redevelopment and reuse.

The Authority has implemented the Act 381 Brownfield Plan for 3406 STADIUM DRIVE
C. ("Wayside Brownfield Plan) under Act 381.

- D. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed Act 381 Brownfield Plan, including proposed Wayside Brownfield Plan.
- E. [insert date of meeting] the Authority held a public hearing as required under Act 381 and approved the implementation of the Wayside Brownfield Plan.
- F. Following the public hearing, the Authority adopted a resolution recommending that the City Commission approve Wayside Brownfield Plan.

G. The City Commission has reviewed Authority's resolution and Wayside Brownfield Plan, and finds that this Wayside Brownfield Plan constitutes a public purpose in that:

- a. Notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any property affected by Wayside Brownfield Plan, and was also given by publication, as required by Act 381.
- b. It meets all requirements of Section 13 of Act 381.
- c. The proposed method of financing the costs of eligible activities of Wayside Brownfield Plan is feasible, and the Authority has the authority to arrange the necessary financing.
- d. The costs of the eligible activities proposed by Wayside Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381. and
- e. The amount of captured taxable value estimated to result from Wayside Brownfield Plan is reasonable.

THEREFORE, IT IS RESOLVED:

The Act 381 Brownfield Plan for 3406 STADIUM DRIVE, as implemented by the City of Kalamazoo Brownfield Redevelopment Authority, is adopted and approved.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by at a regular meeting held on *[insert date of meeting]*. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by Act 381.

Scott A. Borling
City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.10.**

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

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

DATE: June 15, 2020

SUBJECT: Cooper Township Funding Acceptance

RECOMMENDATION:

It is recommended that the City Commission accept funding from Cooper Township for drinking water contaminant remediation in the amount of \$184,854 and amend the Water Fund Capital Improvement budget by the same amount.

BACKGROUND:

The City of Kalamazoo has been a leader across the State of Michigan with their response to emerging contaminants, such as PFAS. In April of 2019, Public Services applied for The Drinking Water Contamination Remediation Grant. This grant is to assist the City of Kalamazoo with expanding the water system and to connect customers to the system in Cooper and Richland Townships, where contaminated wells have been located.

On June 21, 2019, Public Services was notified that they had been awarded the Drinking Water Contaminant Remediation Grant of 1,600,000, with the requirement of a local match of \$200,000. The Grant was accepted by the City Commission on August 5, 2019.

Cooper Township received funding from the State of Michigan Emergency Management and Homeland Security Division for their portion of remediation and has offered funding to the City of Kalamazoo for reimbursement of costs incurred. Acceptance of these funds will allow for additional remediation work by the City of Kalamazoo using previously awarded funds.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name and description):
New Water Distribution, Supply, and Treatment Construction Engineering Reviews plans for

water system expansion. Designs and oversees the construction of new water distribution system.

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 have been budgeted in the Public Services 2019 Water CIP budget for PFAS remediation projects in Cooper Township under project code wat0600455. The \$184,854 budget amendment will increase the total appropriations for PFAS remediation in the Water System without utilizing existing resources of the Water system.



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.11.**

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

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

DATE: June 15, 2020

SUBJECT: Acceptance of a Grant from the Michigan Department of Environment, Great Lakes, and Energy for a Brownfield Redevelopment Grant for the Harrison Circle Project

RECOMMENDATION:

It is recommended that the City Commission approve the acceptance a grant by the Brownfield Redevelopment Authority in the amount of \$300,000 from the Michigan Department of Environment, Great Lakes, and Energy for a Brownfield Redevelopment Grant for the Harrison Circle Project.

BACKGROUND:

In 2011 the BRA acquired and finally assembled parcels at 525 E. Ransom and 617 Harrison. The parcels are located near other City, BRA, and private investment including the Gull Road traffic circle within a commercial node identified in the Master Plan. Redevelopment of this contaminated property is a priority for the City and works toward the goal of increasing affordable housing in the City and Northside neighborhood.

The development team and project was selected through an RFP process. The project is a five-story, mixed-use building that will include 80 apartment units, centralized community space, and approximately 5,000 square feet of first-floor commercial space. The building will also include a first-floor, open-air parking garage. The apartments will be one- and two-bedroom units and will include affordable, workforce, and market rental rates. The project is expected to create two permanent, full-time jobs and 50 or more construction jobs. There is also potential for new permanent jobs from the commercial space.

The mixed income rent structure is the greatest economic and community outcome of the

project, as well as the substantial private and public investment in this commercial node. In total, the private investment will exceed \$14 million. Additional investment includes revenue from the sale of 9% LIHTC awarded by the Michigan State Housing Development Authority, \$100,000 grant from Local Investment Support Corporation for solar and \$1.3 million grant for sustainable construction.

The main purpose for grant funding from the EGLE Brownfield Program is to assist with installation of a vapor intrusion (VI) mitigation system and other due care activities. The \$300,000 grant award will fund the VI mitigation system, as well as transport and disposal of impacted soil, creation of exposure barriers, and design and installation of special foundation systems needed to account for onsite fill material.

STRATEGIC VISION ALIGNMENT:

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

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

Strategic Goal Impact:



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



Environmental Responsibility - A green and health City.



Shared Prosperity - Abundant opportunities for all people to prosper

Discussion

This project advances three strategic goals, including (1) Economic Vitality by redeveloping the site of a former gas station and surrounding blighted structures; (2) Environmental Responsibility by cleaning up historic contamination, infill development, protection of public health, and green building; and (3) Shared Prosperity by fulfilling the need for high quality affordable housing.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion:

Staff sought public input during the early project conceptualization and created a request for proposals using this input. The developer responded to the RFP to propose a project fitting the needs and desires of residents. The developer will continue to engage the community through the development and construction phase following the City's public participation plan.

Engagement/Communication Tools

In-person meetings and events in the neighborhood and meetings with developers. Public notice will be provided as required under the public participation plan.

FISCAL IMPACT:

The grant will provide additional resources for remediation efforts and does not require any additional match from the City. The grant includes budget to cover City administrative costs.



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

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State"), and the City of Kalamazoo Brownfield Redevelopment Authority (hereafter "Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Harrison Circle**
Amount of Grant: **\$300,000**
Start Date: **Date executed by the State**

Location Code: **6G13**
Tracking Code: **2020-2435**
End Date: **Two years after Start Date**

GRANTEE CONTACT:

Name/Title

Jamie McCarthy
Development Project Coordinator

Organization

City of Kalamazoo Brownfield Redevelopment Authority

Address

241 West South Street
Kalamazoo, Michigan 49007

Telephone number

269-337-8789

E-mail address

mccarthyja@kalamazoocity.org

Federal ID number

38-6004627

STATE'S CONTACT:

Name/Title

Mike Gurnee
Brownfield Coordinator

Division

Remediation and Redevelopment Division

Address

525 West Allegan Street
Lansing, Michigan 48933

Telephone number

269-568-1291

E-mail address

GurneeM1@michigan.gov

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

FOR THE GRANTEE:

James Ritsema, City Manager
City of Kalamazoo

Date

FOR THE STATE:

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes,
and Energy

Grant Execution Date / Agreement Start Date
Agreement End Date is two years after this date

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or

federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

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

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

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

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

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (<http://www.michigan.gov/sigmavss>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

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

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

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

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

XXII. IRAN SANCTIONS ACT

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

XXIII. ACCESS AGREEMENTS

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

XXIV. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the contractor(s), review invoices, write project status reports, and coordinate project activities and

communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

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

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS. CONTRACTORS

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

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

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

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

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

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

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

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

XXVIII. ECONOMIC DEVELOPMENT

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

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

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

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

Project Details			
Project name and address	Harrison Circle 525 East Ransom Street and 617 Harrison Street Kalamazoo, Michigan	Grantee	City of Kalamazoo Brownfield Redevelopment Authority
Tracking code	2020-2435	Location Code	6G13
Capital investment	\$14,000,000	Jobs created	2 full-time
Grant amount	\$300,000	Loan amount	\$0
Funding Source	Renew Michigan Grant (RMG)		

PROJECT DESCRIPTION: The grant will be used for due care implementation at a former gas station, auto repair and body shop. The developer will build a new mixed-use building with commercial and residential components.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, investigation, planning, the installation of a vapor intrusion mitigation system, transport and disposal of contaminated soil, incremental costs associated with specialized foundations to reduce the amount of contaminated soil requiring offsite disposal, installation of dermal contact barriers for remaining contaminated soil, and reporting.
2. EGLE sign: During the time of the grant funded activities, the Grantee is required to install a sign on the property displaying the EGLE logo. A full color, 48" by 96" grommeted vinyl sign, or equivalent is required to be installed on the brownfield site. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.
3. Third-party oversight professional including, but not limited to, assisting the Grantee with grant management, review of technical work plans and reports, meetings and communications of a technical nature, site inspections, and other technical oversight, as needed.

4. Grant administration including, but not limited to, the grant management, tracking, and reporting activities by Grantee.

PROJECT BUDGET	
Task	Grant
1. Due Care	\$282,500
2. EGLE Sign	\$500
3. Third-party environmental oversight professional	\$12,000
4. Grant administration	\$5,000
Total	\$300,000

In addition to the broad budget items above, the grant may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) brownfield coordinator. All grant-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

Prior to the start of any grant-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget up to \$1,000 per work plan is approved for site assessments. A budget up to \$2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants/contractors were paid.

SCHEDULE: Grant administration and the third-party environmental oversight professional will be conducted the entire length of the contract. Following the start of the contract, the remaining tasks are anticipated to be conducted in the quarters described below.

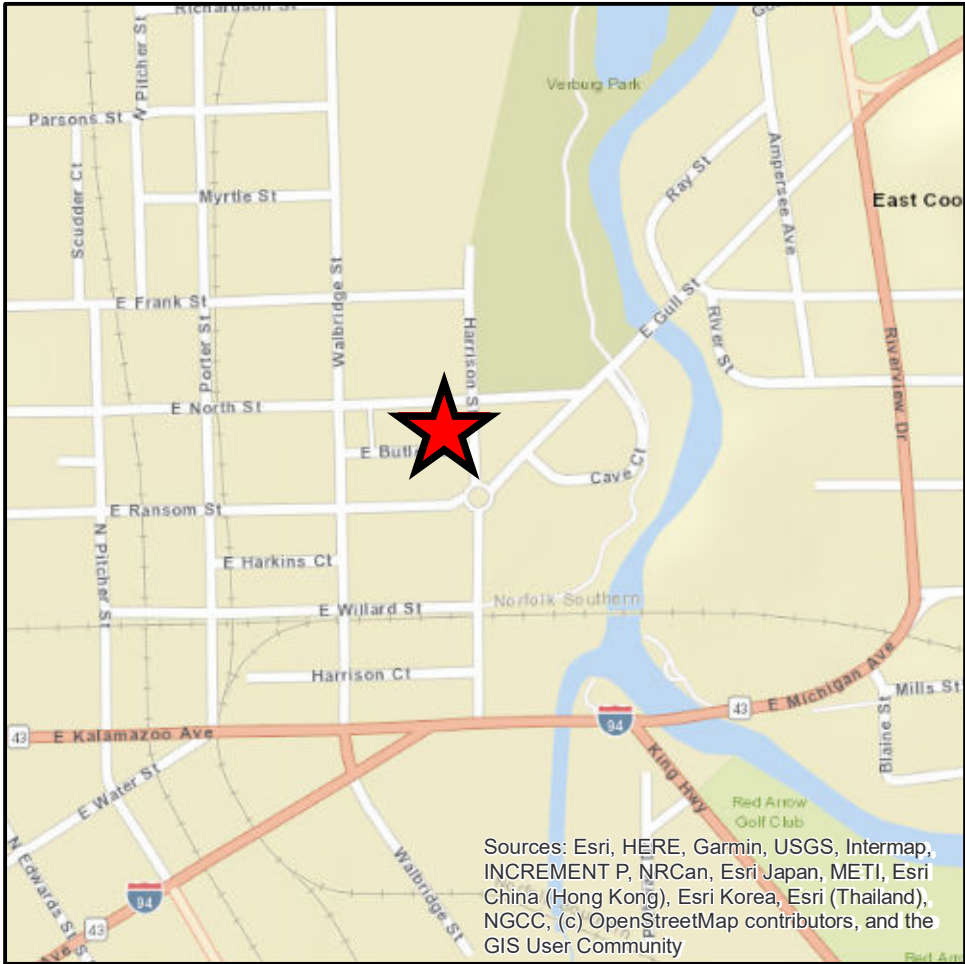
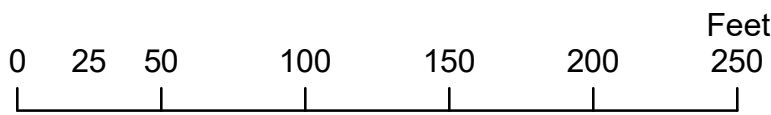
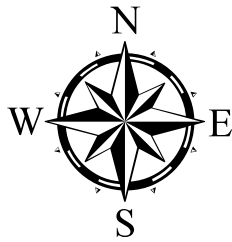
Task	Schedule
Due Care	Quarters 1 – 6

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

HARRISON CIRCLE



Project Scope



MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

Datum: WGS_1984 Photo Source: MIS Date:2010 Resolution:1ft

**525 East Ransom Street and
617 Harrison Street**
KALAMAZOO, KALAMAZOO COUNTY
SEC 22 T02S R11W
Figure 1
EGLE Remediation & Redevelopment
Division
April 2020



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.12.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Karianne Thomas, Public Safety Chief
Prepared by: Ryan Tibbets, Assistant Chief

DATE: June 15, 2020

SUBJECT: 2020 Bureau of Justice Assistance Coronavirus Supplemental Funding Program

RECOMMENDATION:

It is recommended that the City Commission accept a 2020 Bureau of Justice Assistance Coronavirus Supplemental Funding Program.

BACKGROUND:

The City of Kalamazoo was awarded funding in the amount of \$225,950 under the 2020 BJA Coronavirus Supplemental Funding Program to purchase equipment and supplies to respond to the COVID-19 pandemic. The equipment and supplies that were approved are:

- Video conferencing equipment
- Respirator Fit Testing equipment (quantitative)
- Ultraviolet light sanitizers
- Decontaminators/foggers
- N95 masks

STRATEGIC VISION ALIGNMENT:

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

Organizational Leadership and Administration, Emergency Medical Services

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:

The acceptance of this grant will allow Public Safety to purchase equipment to respond to the COVID-19 pandemic without utilizing the 2020 budget appropriates planned for on going operations.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 30, 2020

Mr. James Ritsema
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007-4796

Dear Mr. Ritsema:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Kalamazoo for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$225,950. These funds are for the project entitled BJA FY 20 Coronavirus Emergency Supplemental Funding Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Kalamazoo accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Lesley Walker, Program Manager at (202) 307-0863; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

May 30, 2020

Mr. James Ritsema
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007-4796

Dear Mr. Ritsema:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
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Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007-4796

4. AWARD NUMBER: 2020-VD-BX-1077

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/30/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

386004627

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

079283214

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

10. AMOUNT OF THIS AWARD

\$ 225,950

11. TOTAL AWARD

\$ 225,950

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

James Ritsema
City Manager

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		225950

21. VVDUGT1088



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-1077

AWARD DATE 05/30/2020

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Kalamazoo

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2020-VD-BX-1077	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number) Lesley Walker (202) 307-0863		2. PROJECT DIRECTOR (Name, address & telephone number) Ryan Tibbets Assistant Chief 241 W. South Street Kalamazoo, MI 49007-4796 (269) 337-8243
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT BJA FY 20 Coronavirus Emergency Supplemental Funding Program		
5. NAME & ADDRESS OF GRANTEE City of Kalamazoo 241 W. South Street Kalamazoo, MI 49007-4796		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022		8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022
9. AMOUNT OF AWARD \$ 225,950		10. DATE OF AWARD 05/30/2020
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF		



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.13.**

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

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

DATE: June 15, 2020

SUBJECT: Approval of a grant agreement in the amount of \$283,000 between the City of Kalamazoo, Brownfield Redevelopment Authority, and Harrison Circle Limited Dividend Housing Association Limited Partnership.

RECOMMENDATION:

It is recommended that the City Commission approve the grant agreement in the amount of \$283,000 between the City of Kalamazoo, Brownfield Redevelopment Authority, and Harrison Circle Limited Dividend Housing Association Limited Partnership.

BACKGROUND:

This grant agreement is related to the Brownfield Redevelopment Grant awarded to the Brownfield Redevelopment Authority as described in Agenda Item F.12.

In 2011, the BRA acquired and finally assembled parcels at 525 E. Ransom and 617 Harrison. The parcels are located near other City, BRA, and private investment including the Gull Road traffic circle within a commercial node identified in the Master Plan. Redevelopment of this contaminated property is a priority for the City and works toward the goal of increasing affordable housing in the City and Northside neighborhood.

The development team and project was selected through an RFP process. The project is a five-story, mixed-use building that will include 80 apartment units, centralized community space, and approximately 5,000 square feet of first-floor commercial space. The building will also include a first-floor, open-air parking garage. The apartments will be one- and two-bedroom units and will include affordable, workforce, and market rental rates. The project is expected to create two permanent, full-time jobs and 50 or greater construction jobs, and potential for new permanent jobs from the commercial space.

The mixed income rent structure is the greatest economic and community outcome of the project, as well as the substantial private and public investment in this commercial node. In total, the private investment will exceed \$14 million. Additional investment includes revenue from the sale of 9% LIHTC awarded by the Michigan State Housing Development Authority, \$100,000 grant from Local Investment Support Corporation for solar and \$1.3 million grant for sustainable construction.

The main purpose for grant funding from the EGLE Brownfield Program is to assist with installation of a vapor intrusion (VI) mitigation system and other due care activities. The \$300,000 total grant award will fund the VI mitigation system, as well as transport and disposal of impacted soil, creation of exposure barriers, and design and installation of special foundation systems needed to account for onsite fill material. As much as \$12,000 of the EGLE grant is allocated for third-party oversight from an environmental engineering firm and \$5,000 is allocated for City admin costs.

STRATEGIC VISION ALIGNMENT:

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

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

Strategic Goal Impact:



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



Environmental Responsibility - A green and health City.



Shared Prosperity - Abundant opportunities for all people to prosper

Discussion

This project advances three strategic goals, including (1) Economic Vitality by redeveloping the site of a former gas station and surrounding blighted structures; (2) Environmental Responsibility by cleaning up historic contamination, infill development, protection of public health, and green building; and (3) Shared Prosperity by fulfilling the need for high quality affordable housing.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion:

Staff sought public input during the early project conceptualization and created a request for proposals using this input. The developer responded to the RFP to propose a project fitting the needs and desires of residents. The developer will continue to engage the community through the development and construction phase following the City's public participation plan.

Engagement/Communication Tools

In-person meetings and events in the neighborhood and meetings with developers. Public notice will be provided as required under the public participation plan.

FISCAL IMPACT:

The \$283,000 grant will help move this affordable housing project forward without using additional city resources to address vapor mitigation. \$5,000 of the EGLE grant budget is allocated to reimbursing staff time spent administering the EGLE grant.

**EGLE GRANT AGREEMENT
FOR
HARRISON CIRCLE PROJECT
2020
(GRANT)**

The City of Kalamazoo, a Michigan Municipal corporation, 241 W. South Street, Kalamazoo, Michigan (hereinafter referred to as "City",) in consideration of the provisions of services as specified herein, hereby agrees to provide up to Two Hundred Eighty Three Thousand dollars (\$283,000.00) in public funds pursuant to MCL 324.19608 1(a)(iv), the Clean Michigan Initiative Grant Program, MCL 324.19608a, received by City as a grantee (the "Grant Funds"), to HARRISON CIRCLE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP a Michigan limited partnership (hereinafter referred to as "Developer"), upon the terms and conditions of this EGLE Grant Agreement (this "Agreement"):

RECITALS:

- A. The Brownfield Redevelopment Authority ("BRA") agreed to assist and support Developer in it seeking an application for state incentives. To that end, the Developer and BRA have collaborated to apply for mitigation and contaminated soil management at a former gas station and auto repair and body shop located at 525 East Ransom Street and 617 Harrison Street, in the City of Kalamazoo.
- B. Pursuant to MCL 324.19608 1(a)(iv) the Clean Michigan Initiative Grant the grantee must be a local governmental unit.
- C. The Grant Funds will be used for due care implementation at a former gas station and auto repair and body shop. Due care activities needed to reuse the site include environmental inspection, engineering, consulting and other professional fees, vapor intrusion mitigation and contaminated soil management, including transport and disposal, dermal contact barriers, installation of specialized foundations to minimize offsite disposal and ongoing reporting and monitoring costs. The Developer will build a new mixed-use building with commercial and residential components.
- D. The City will act as the fiduciary for grant funds provided by the State of Michigan Department of Environment, Great Lakes & Energy ("EGLE") pursuant to the Clean Michigan Initiative Grant Program (the "Grant Program") in the amount of the Grant Funds for reimbursement of the cost associated with vapor intrusion mitigation and contaminated soil management, including transport and disposal, dermal contact barriers, and installation of specialized foundations to minimize offsite disposal.
- E. The City will enter into a Grant Agreement with EGLE ("EGLE Agreement") for the Grant Funds.
- F. The parties agree that if EGLE requires the City to repay any portion of the grant because of an Event of Default (as defined herein), by the Developer under this Agreement and the City is unable to cure the default due to the acts or omissions

of the Developer, the Developer must reimburse the City the amount of the Grant Funds EGLE requires the City to repay, in accordance with Section 8 hereof.

THEREFORE, in consideration of the above, the parties agree as follows:

1. Recitals: The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.
2. Grant Amount: The City agrees to act as the fiduciary for the Grant Funds which will be used for the sole purpose of reimbursing the Developer's cost associated with vapor intrusion mitigation and contaminated soil management, including transport and disposal, dermal contact barriers, and installation of specialized foundations to minimize offsite disposal.
3. Disbursement of Grant Funds: The City will provide Developer payment of Grant Funds upon EGLE's approval of the Developer's quarterly reimbursement requests. The Developer must provide invoices and proof of payment at the end of each quarter by the 15th of the following month (i.e. 4/15, 7/15, 10/1, 1/15). October being the exception due to EGLE's requirements accelerating due dates based on the end of their fiscal year. The parties acknowledge that repayment may take up to 30 days after EGLE's approval of Developer's reimbursement request.
4. Obligations of Developer: As additional consideration this Agreement, the Developer shall perform or maintain the following responsibilities during the term of this Agreement:
 - a. The Developer must complete and submit quarterly progress reports according to a form and format prescribed by EGLE and must include supporting documentation of eligible project expenses to aid the City in completion of required reporting requirements. The City shall provide require form an format for such reports to Developer prior to the first reimbursement request and shall notify Developer of any comments or additional requirements received from EGLE.
 - b. The Developer shall provide a final project report in a format prescribed by EGLE. The Developer shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding requirements as soon as reasonably practicable following the final completion of the project.
 - c. If fifteen percent (15%) or more of the Grant Funds are expended in a single quarter, payment requests may be submitted once monthly during that quarter.
 - d. Make every reasonable effort to work with the City and community employment agencies to hire city residents for new employment opportunities, particularly, to review with local organizations for employment opportunities through re-entry employment programs. Regardless of Developer's ability to hire city residents, Developer shall follow the City's "Ex-Offender Purchasing" policy regarding

hiring new employees who will work on the Project, which is attached as Exhibit A.

5. Developers Operations:

- a. Developer agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
- b. All local, state, and federal permits, if required, are the responsibility of the Developer. Award of this grant is not a guarantee of permit approval by the EGLE.
- c. The Developer shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Developer's receipt or execution of the Grant Funds.
- d. The Developer is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to EGLE under this Agreement. The Developer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- e. EGLE's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Developer of responsibility for the technical adequacy of the work. EGLE's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- f. Developer agrees to use the Grant Funds for only eligible expenses related to the scope of the work described in Exhibit B attached to this Agreement.
- g. The Developer acknowledges that it is a crime to knowingly and willingly file false information with EGLE for the purpose of obtaining this Agreement or any Grant Funds under this Agreement, and that any such filing may subject the Developer, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

6. Notices: Any notice or other communication under this Agreement is only effective if in writing, signed by an authorized representative of the party sending the notice, and delivered to the other party in person or either by certified mail, with return receipt requested, or first-class mail, in both cases with postage fully paid and mailed to:

FOR DEVELOPER:
Harrison Circle LDHA LP
702 E. Michigan St.
Mt. Pleasant, MI 48858

Jon Durham

Nomi Developers
518 East North Street
Kalamazoo Michigan 49007

FOR CITY:
City of Kalamazoo
c/o **Rebekah Kik**
**Its: Community Planning and Economic
Development Director**
245 North Rose Street, Suite 100
Kalamazoo, MI 49007

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

7. Assignment The Developer may not assign any of its rights under this Agreement to the grant without the express written consent of the City.
8. Repayment of Grant Funds. If Developer shall default in the performance of any of its obligations under this Agreement, and fails to cure such default within thirty (30) days following written notice thereof from the City (or, if the nature of such default reasonably requires a period of longer than thirty (30) days to cure, then Developer shall have such longer period as is reasonably required to cure such default provided that Developer commences such cure within the initial thirty (30) day period and diligently prosecutes the same to completion), then it shall be deemed an "Event of Default" by Developer under this Agreement. If an Event of Default by Developer results in a repayment obligation under the EGLE Agreement whereby the City is required to repay all or any portion of the Grant Funds to EGLE, then Developer shall be responsible to reimburse the City for any such amounts required to be repaid to EGLE under the EGLE Agreement; provided, however, that before making any repayment to EGLE under the EGLE Agreement, the City shall first provide written notice to Developer of such repayment obligation and afford the Developer all reasonable opportunities to address and cure the alleged failure or default giving rise to such repayment obligation prior to making any such repayment, including without limitation the opportunity to seek to resolve such alleged failure or default directly with EGLE. Developer's repayment obligations shall include any and all cost and reasonable attorney fees that the BRA or the City may incur to enforce such obligation of Developer pursuant to this Agreement.
9. Governing Law This Agreement is governed under applicable Michigan law. Both parties had the assistance of or the opportunity to consult with legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

10. Suspension Clause Upon an Event of Default by Developer under this Agreement, in addition to the remedy set forth in Section 8 hereof, the City shall be permitted to withhold future disbursements of Grant Funds until such Event of Default is cured by Developer to the City's reasonable satisfaction.

11. Amendments

- a. City or Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Developer from its obligations under this Agreement.
- b. The City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding e-funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both City and Developer.

12. Indemnity and Insurance Developer shall maintain its current level of liability insurance, with the City of Kalamazoo and BRA as additional named insureds. Developer shall submit the verification of insurance satisfactory to City prior to its first request for payment. The Developer shall indemnify and hold the City and BRA harmless for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Developer under this Agreement if the liability is caused by the Developer, or any employee or agent of the Developer acting within the scope of their employment or agency. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the City or BRA, or their agents, or their employees as provided by statute or court decisions.

13. Access Agreement Developer agrees to execute a separate access agreement for subject properties.

14. Intentionally deleted.

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

Developer agrees to include in every subcontract entered into by Developer after the date hereof for the performance of the Developer's remediation activities under this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

16. State Cancellation the parties acknowledge that the EGLE Agreement may be canceled by EGLE with 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the City, or upon mutual agreement by EGLE and City. EGLE may honor requests for just and equitable compensation for all satisfactory and eligible work completed under the EGLE Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State. The parties agree that the City will be held harmless if EGLE cancels the Grant EGLE Agreement; provided, however, that the City shall provide prompt notice to Developer of any such proposed termination and shall not voluntarily cancel the EGLE Agreement until the Grant Funds have been fully disbursed to Developer.

17. Miscellaneous:

- a. The City and Developer each represents and warrants to the other that the person signing this Agreement on its respective behalf has the full consent and authority of its governing body.
- b. This Agreement shall bind and benefit the City, Developer and their respective successors, assigns, heirs, and personal representatives.
- d. No official, board member, officer or employee of the City or BRA, is personally liable to Developer or its successor in interest upon a breach or default by the of this Agreement.
- e. This Agreement, including the grant application, contains all the representations and statements by the City and Developer to one another and expresses the entire understanding between the parties. All prior or contemporaneous communications concerning the Grant to Developer are merged in and replaced by this Agreement.
- f. This Agreement may be signed in counterparts, which together shall comprise a single agreement, and the effective date for which shall be the date it is signed by both parties.
- g. By signing this Agreement, the Developer is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the below date:

Dated: June __, 2020

CITY OF KALAMAZOO

By: _____
James K. Ritsema
Its: City Manager

Dated: June 8, 2020

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: Patricia Owens
Patricia Owens
Its: Chair

Dated: June __, 2020

**HARRISON CIRCLE LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP,
a Michigan limited partnership**

By: Harrison Circle GP, LLC,
a Michigan limited liability company
Its: General Partner

By: Philip R. Seybert
Philip R. Seybert
Its: Authorized Representative

By: Jon Durham
Jon Durham
Its: Authorized Representative

EXHIBIT A

Ex-Offender Purchasing Policy

Subject: EX-OFFENDER PURCHASING POLICY**No. 70.7****Date: May 16, 2016****Page: 1 of: 2**

PURPOSE:

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

SCOPE:

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

POLICY:

1. For the purposes of determining a responsible bidder, including any subcontractor of the bidder, in the award of a purchase or contract of over \$25,000, such bidder shall certify that it has eliminated any question or inquiry about prior arrests or convictions from initial job applications and that it does not preclude an individual with a criminal conviction from being considered for employment, except for reasons that are a) job—related and consistent with business necessity or b) to comply with federal or state law.
2. A bidder subject to this policy shall, at the time of response to an invitation for bids or a request for proposals, submit a copy of its current application for employment form and certify in writing that it satisfies one or more of the following conditions:
 - That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation;
 - That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

Subject: EX-OFFENDER PURCHASING POLICY**No. 70.7****Date: May 16, 2016****Page: 2 of: 2**

- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and there has not been a finding of unlawful employment discrimination by a state or federal agency or court of competent jurisdiction regarding the use of arrest or conviction records by the bidder for the past 7 years.
3. The failure to submit the documentation required by this policy shall render the bid or proposal submitted as being deemed non-responsive.

EFFECTIVE DATE: June 1, 2016**SEE ALSO:**City Commission Policy 70.5 entitled *Purchasing Policy***HISTORY:**

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

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

EXHIBIT B

Scope of Work

Project Details			
Project name and address	Harrison Circle 525 East Ransom Street and 617 Harrison Street Kalamazoo, Michigan	Grantee	City of Kalamazoo Brownfield Redevelopment Authority
Tracking code	2020-2435	Location Code	6G13
Capital investment	\$14,000,000	Jobs created	2 full-time
Grant amount	\$300,000	Loan amount	\$0
Funding Source	Renew Michigan Grant (RMG)		

PROJECT DESCRIPTION: The grant will be used for due care implementation at a former gas station, auto repair and body shop. The developer will build a new mixed-use building with commercial and residential components.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, investigation, planning, the installation of a vapor intrusion mitigation system, transport and disposal of contaminated soil, incremental costs associated with specialized foundations to reduce the amount of contaminated soil requiring offsite disposal, installation of dermal contact barriers for remaining contaminated soil, and reporting.
2. EGLE sign: During the time of the grant funded activities, the Grantee is required to install a sign on the property displaying the EGLE logo. A full color, 48" by 96" grommeted vinyl sign, or equivalent is required to be installed on the brownfield site. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.
3. Third-party oversight professional including, but not limited to, assisting the Grantee with grant management, review of technical work plans and reports, meetings and communications of a technical nature, site inspections, and other technical oversight, as needed.

4. Grant administration including, but not limited to, the grant management, tracking, and reporting activities by Grantee.

PROJECT BUDGET	
Task	Grant
1. Due Care	\$282,500
2. EGLE Sign	\$500
3. Third-party environmental oversight professional	\$12,000
4. Grant administration	\$5,000
Total	\$300,000

In addition to the broad budget items above, the grant may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) brownfield coordinator. All grant-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

Prior to the start of any grant-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget up to \$1,000 per work plan is approved for site assessments. A budget up to \$2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants/contractors were paid.

SCHEDULE: Grant administration and the third-party environmental oversight professional will be conducted the entire length of the contract. Following the start of the contract, the remaining tasks are anticipated to be conducted in the quarters described below.

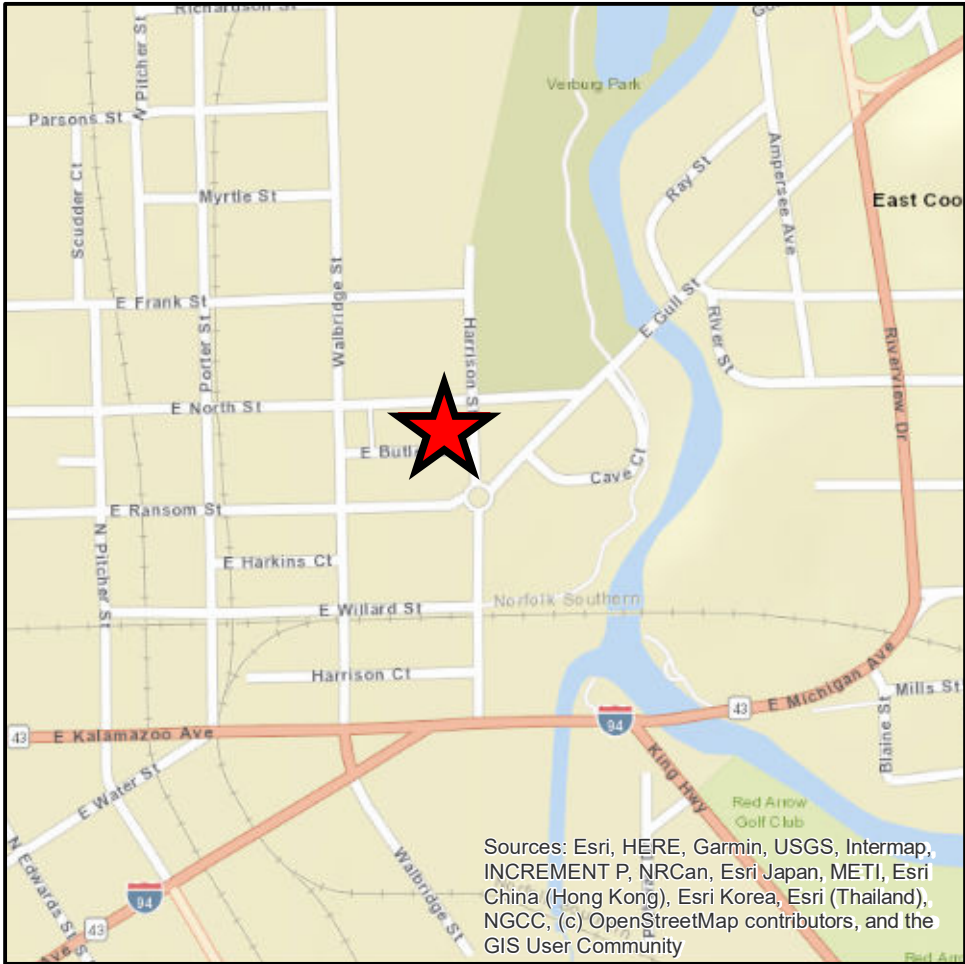
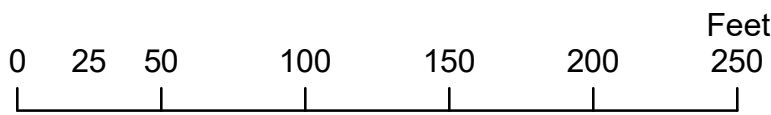
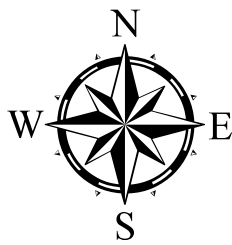
Task	Schedule
Due Care	Quarters 1 – 6

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

HARRISON CIRCLE



Project Scope



**MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM**

Datum: WGS_1984 Photo Source: MIS Date:2010 Resolution:1ft

**525 East Ransom Street and
617 Harrison Street**
KALAMAZOO, KALAMAZOO COUNTY
SEC 22 T02S R11W
Figure 1
EGLE Remediation & Redevelopment
Division
April 2020



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.14.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 15, 2020

SUBJECT: Kalamazoo Growlers Fireworks Request

RECOMMENDATION:

It is recommended that the City Commission approve a request from the Kalamazoo Growlers to publicly display fireworks at Homer Stryker Field on July 3 and 4, 2020.

BACKGROUND:

Pursuant to State law, the Kalamazoo Growlers, through its pyrotechnic operator, have submitted an application for a permit to publicly display fireworks at Homer Stryker Field, located at 251 Mills Street. The Department of Public Safety has reviewed the request, and Fire Marshal Jim Williams has endorsed the application. Also, the required insurance certificate has been provided naming the City of Kalamazoo as additionally insured by the pyrotechnic operator.

In 2016, the Growlers changed their fireworks displays to mainly 1.4 consumer fire works - comets and mines that have a nice light show without the height and firepower of a true 1.3 commercial shell. In fact, these shows meet the requirements to be held as inside displays and are safer and less noisy than traditional displays using the larger shells. Fire Marshal Williams has indicated he will not approve any fireworks for this venue larger than what was used in 2016.

STRATEGIC VISION ALIGNMENT:

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

0011 Licenses and Permits - The City Clerk's Office issues 13 miscellaneous permits that regulate specific businesses and activities. This program also includes the issuance of permits to non-profit organizations for hanging banners on the South Westnedge Avenue pedestrian overpass.

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:

There is no fiscal impact associated with this request.



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.15.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 15, 2020

SUBJECT: Kalamazoo Country Club Fireworks Display Application

RECOMMENDATION:

It is recommended that the City Commission approve a request from the Kalamazoo Country Club for a permit to publicly display fireworks at 1609 Whites Road on Saturday, July 4, 2020 with a rain date of Sunday, July 5th.

BACKGROUND:

Pursuant to State law, the Kalamazoo Country Club has submitted an application for a permit to publicly display fireworks at 1609 Whites Road. The Department of Public Safety has reviewed the request, and Fire Marshal Jim Williams has endorsed the application. The required insurance certificate has been provided naming the City of Kalamazoo as additionally insured by the pyrotechnic operator.

STRATEGIC VISION ALIGNMENT:

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

0011 Licenses and Permits - The City Clerk's Office issues 13 miscellaneous permits that regulate specific businesses and activities. This program also includes the issuance of permits to non-profit organizations for hanging banners on the South Westnedge Avenue pedestrian overpass.

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:

There is no fiscal impact associated with this request.



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **G.16.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Director, CP&ED
Prepared by: Jamie McCarthy, Sustainable Development Coordinator, CP&ED

DATE: June 15, 2020

SUBJECT: Stormwater Easement Agreement at Davis Creek Business Park between the City of Kalamazoo, City Brownfield Redevelopment Authority, and Harbor Farms Real Estate, LLC.

RECOMMENDATION:

It is recommended that the City Commission approve the stormwater easement agreement between the City, the City's Brownfield Redevelopment Authority, and Harbor Farms Real Estate, LLC.

BACKGROUND:

From 2008 – 2010 the City of Kalamazoo and the Brownfield Redevelopment Authority (BRA) worked with partners to develop the Davis Creek Business Park on a 32+ acre parcel obtained through delinquent tax foreclosure in 2001. The site was formerly used as an oil refinery and storage facility and was heavily contaminated. Federal, State, and local funds were used to conduct environmental remediation and site development of the business park. The park was designed with a shared stormwater treatment system to collect all stormwater generated by future development in the park.

In 2018, the City of Kalamazoo and BRA sold the northern parcel to Harbor Farms Real Estate, LLC (Harbor Farms) for development. The parcel includes a portion of the northern most stormwater basin. Harbor Farms has agreed to providing the City and BRA with an easement that allows the City and BRA to build and maintain an access drive around the stormwater basin, allows Harbor Farms to discharge stormwater to the on-site stormwater treatment system, and requires all parties to proportionately share in the ongoing maintenance costs for the system.

STRATEGIC VISION ALIGNMENT:

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

Site Redevelopment

Strategic Goal Impact:



Environmental Responsibility - A green and health City.

Discussion: The shared stormwater treatment system at Davis Creek Business Park was designed to manage all post-construction related stormwater runoff as a protective measure. Soil and groundwater at the site were contaminated by historical uses and stormwater controls are necessary to mitigate against further exacerbation of contamination and/or human exposure.



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

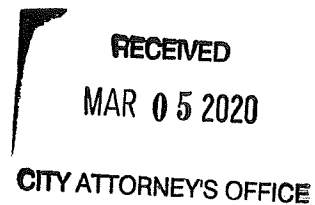
Discussion: The shared stormwater treatment system at Davis Creek Business Park was designed to manage all post-construction related stormwater runoff as a protective measure. Soil and groundwater at the site were contaminated by historical uses and stormwater controls are necessary to mitigate against further exacerbation of contamination and/or human exposure.

Engagement/Communication Tools

N/A

FISCAL IMPACT:

No direct fiscal impact related to the stormwater easement agreement. All parties will share ongoing maintenance costs of the system.



STORMWATER MANAGEMENT EASEMENT AGREEMENT

[This Agreement is exempt from transfer taxes pursuant to MCLA 207.505(a) and 207.526(a)]

This Stormwater Management Easement Agreement ("Agreement"), effective on the last date all parties have signed (the "Effective Date"), is between Harbor Farms Real Estate, LLC, whose address is 3001 Orchard Vista Drive, SE, Suite 200, Grand Rapids, MI 49546, a Michigan limited liability company ("Harbor Farms") and the City of Kalamazoo ("City"), a Michigan municipal corporation, and the City of Kalamazoo Brownfield Redevelopment Authority ("BRA"), a Michigan public body corporate, whose addresses are 241 West South Street, Kalamazoo, Michigan 49007. For purposes of this Agreement, unless the context is clearly otherwise, references to the City shall mean the City and BRA collectively.

RECITALS:

- A. The City is the developer of a certified business park in the City of Kalamazoo commonly known as the Davis Creek Business Park and described in attached *Exhibit A* ("DCBP"). On January 23, 2019 Harbor Farms purchased from the City an approximate 4-acre parcel in the DCBP, which parcel is described in attached *Exhibit B* ("Property").
- B. When DCBP was established – including the construction of Full Circle Drive and the installation, within that right-of-way, of City water, stormwater and sanitary sewer lines and other public utility services – the stormwater management system was designed to function for the entire developable areas of DCBP without the need for a separate stormwater system for each parcel in the DCBP. The DCBP stormwater management system is described in the Davis Creek Business Park Storm Water Management System Maintenance plan attached as *Exhibit C* ("Stormwater System"). The Stormwater System was based on an overall impervious surface not to exceed 60%. Detailed drawings and design of the Stormwater System, including stormwater management recommendations, were prepared by O'Boyle, Cowell, Blalock & Associates, Inc. and Fishbeck, Thompson, Carr & Huber ("DCBP Stormwater Documents").
- C. A portion of the Stormwater System is located within the Property as shown in the ALTA survey dated November 27, 2018 as depicted in attached *Exhibit D*. Therefore, a perpetual easement on, over, under, across and through a portion of

the Property to allow the City to maintain the portion of the Stormwater System located on the Property is necessary.

- D. The Stormwater System was further designed to protect the functions and values of the existing or established wetlands within DCBP under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA"). To that end, BRA signed an Agreement for Conservation Easement ("Conservation Easement") recorded at Document No. 2006-041675 - as subsequently corrected in Document No. 2006-045115. The Conservation Easement is attached, as *Exhibit E*.
- E. The City is regulated under the U.S. Environmental Protection Agency's Phase II Stormwater Program since it has a municipal separate storm sewer system (identified in the Performance Standards (defined below) as MS4). Therefore, the City is required to have a National Pollutant Discharge Elimination System ("NPDES") Permit for its discharge of stormwater. The Michigan Department of Environmental Quality ("MDEQ") administers the NPDES permit program for the State of Michigan (33 U.S.C. 1251 et seq., P.L. 92-500, 95-217) under Part 31, Water Resources Protection, of NREPA.
- F. Harbor Farms intends to redevelop and improve the Property by constructing a building of approximately 33,000 square feet and by making certain site improvements for purposes of operating a medical marihuana facility to cultivate and process medical marihuana ("Project"). The Project was approved under the City's Site Plan Review process, on the condition that this Agreement is signed and recorded.
- G. The City intends to grant Harbor Farms and all successor owners and occupants of the Property an easement on, over, across, beneath and through the DCBP in the location legally described and depicted on *Exhibit F* to this Agreement ("Stormwater Area") for stormwater drainage and retention from the Property.
- H. Before signing this Agreement Harbor Farms, including its representatives, contractors or agents, has reviewed or had the opportunity to review this Agreement, DCBP Stormwater Documents, work sheets or other documents maintained by the City relating to the City's regulation of its Stormwater Program as identified in this Agreement.

THEREFORE, in consideration of the above recitals and the covenants, conditions, and restrictions stated below, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.
2. Installation and Maintenance. Under the approved site plan for the Property ("Site Plan") Harbor Farms is required at its cost to expand the northern most retention pond of the Stormwater System that will serve the Property ("HF Pond"), as set forth in the Site Plan. Except as otherwise provided in this Paragraph 2, the City

is responsible for the installation, maintenance, repair and replacement of the Stormwater System, including HF Pond, upon completion of the Project, subject to the provisions of Paragraphs 8.2 and 10. Harbor Farms agrees to maintain stormwater best management practices (“BMPs”) – as defined in Section 29-2, as amended, of the City of Kalamazoo Code of Ordinances – on the Property in accordance with the approved Site Plan to prevent pollutants generated by Harbor Farms’ use and occupancy of the Property from entering into the Stormwater System or to treat such pollutants before they enter the Stormwater System.

3. Inspections and Repairs. Harbor Farms shall regularly inspect, maintain, repair or replace any of Harbor Farms’ private stormwater facilities required by the BMPs within the Property that discharge into HF Pond consistent with the Manufactured Treatment Device (identified in the Performance Standards (defined below) as MTD) as recommended by the manufacturer, and those recommendations provided in the “Low Impact Development Manual for Michigan – A Design Guide for Implementers and Reviewers” (Southeast Michigan Council of Governments and MDEQ, 2008), and “Michigan Nonpoint Source Best Management Practices Manual” (MDEQ, 2014).
4. Submittal of Reports. Harbor Farms shall annually submit a report to the City – on the form provided by the City – regarding stormwater BMPs operation & maintenance for each of the MTDs and other BMPs maintained by Harbor Farms under this Agreement. Harbor Farms shall deliver the report to the City’s Environmental Water Resources Division Manager either by mail to 1415 N. Harrison Street, Kalamazoo, MI 49007, via fax at 269-337-8535, or via e-mail to the current manager, talandaj@kalamazoo-city.org, once per calendar year within 30 calendar days of an inspection.
5. Modifications to the Stormwater System. Harbor Farms shall contact the City for approval prior to any design modifications to the stormwater treatment and/or conveyance system on the Property that materially differ from the approved Site Plan.
6. City’s Easement and Right of Inspection.
 - 6.1. Harbor Farms, its successors and assigns, grants and conveys to the City, its authorized agents and employees, a permanent, nonexclusive easement and right-of-way on, over, under, across and through that portion of the Property described and depicted on the attached *Exhibit G* (“Easement Area”). The City shall use the Easement Area solely to operate, maintain, repair, improve or replace the liner, vegetation, connections, leads and all other components within HF Pond (exclusive of Harbor Farms’ private stormwater BMPs system) located within the Easement Area (“Stormwater Activities”).
 - 6.2. Harbor Farms further grants the City the right, upon twenty-four hours’ advance written notice to Harbor Farms, to enter upon the Property to inspect the private stormwater BMPs whenever the City reasonably considers an inspection

necessary in carrying out the intent and purpose of this Agreement. For example, an inspection may occur: (i) to follow-up on reported deficiencies in Harbor Farms' exercise of stormwater BMPs; or (ii) to review company records if Harbor Farms fails to submit the annual report as required under Paragraph 4 above; or (iii) to respond to citizen complaints regarding the BMPs that the City determines are reasonable. The City shall provide Harbor Farms with copies of the inspection findings, including any directive to perform maintenance, repairs or replacements, if necessary, to the BMPs on the Property.

6.3 To the fullest extent permitted by law, and without waiving any rights it has under governmental immunity, the City shall pay to Harbor Farms (including its officers, directors, agents, employees, successors and assigns) for a loss caused by the negligent actions or intentional misconduct of the City (including its agents, contractors or subcontractors) in performing the above Stormwater Activities. A loss occurs if Harbor Farms becomes legally responsible for or pays any fines, penalties, settlements, damages, costs, or injunctive relief, or expenses for defending against a claim for a loss (including reasonable fees for legal counsel, expert witnesses or advisors).

a) The City obligation to pay for a loss does not occur if the loss is caused by the negligence of or intentional misconduct by Harbor Farms (including its employees, agents, contractors or subcontractors and those of its successors or assigns).

b) Harbor Farms must notify the City within 15 business days after Harbor Farms knows of or reasonably should have known of a claim for a loss that Harbor Farms might be obligated to pay.

c) The City shall have the option of defending against any claim for a loss; it will notify Harbor Farms of its election to defend that claim within 30 days upon receiving the notification from Harbor Farms.

7. Access to the Easement Area. The City shall have the right of ingress and egress to the Easement Area utilizing the 20-foot-wide gravel ring access drive located on the Property that is connected to the 26-foot-wide asphalt access drive off Full Circle Drive as depicted in Exhibit D. And if necessary, the temporary right to enter upon the part of the Property immediately adjacent to the Easement Area, to carry out the Stormwater Activities, subject to the following conditions: The City shall:

a) Perform the Stormwater Activities in such a manner as not to materially interfere with Harbor Farms' or its tenant's use of or the business operations conducted on the Property.

b) Restore the Easement Area without cost to Harbor Farms after completion of the Stormwater Activities to the same condition as existed before any such activity was performed. If necessary, such restoration shall include, but not be

limited to, re-grading and reseeding any lawn areas disturbed by the City's activities.

c) Exercise reasonable care during the performance of Stormwater Activities on the Easement Area and surrounding areas to protect any fixed structures, landscaping and other improvements on the Property.

d) Harbor Farms agrees not to construct any buildings or permanent structures on or within the Easement Area, including the 20-foot-wide access drive, that would inhibit or impede the intended use of the Easement Area, unless prior written approval is given by the City for a building or structure, which approval shall not be unreasonably denied.

8. Default by Harbor Farms/Remedies.

8.1. If Harbor Farms fails to maintain its stormwater BMPs and associated stormwater conveyance system in good working condition reasonably acceptable to the City, the City may enter upon the Property and take whatever reasonable steps necessary to correct deficiencies, including those identified in the inspection report prepared pursuant to Paragraph 6.2 of this Agreement. The City's right to correct deficiencies only occurs if that failure continues for thirty (30) days after the City delivers written notice to Harbor Farms (except that 30-day period maybe extended for an additional period reasonably necessary under the circumstance to correct the failure if Harbor Farms had commenced work within the 30-day period and has continued to prosecute the cure to completion). Harbor Farms is responsible to pay the costs the City incurred for those repairs. The City will provide an itemized list of the repairs in an invoice to Harbor Farms, which is due within 30 days of the date on the invoice.

8.2. It is expressly understood and agreed that the City is under no obligation to routinely inspect, maintain or repair the Harbor Farms stormwater BMPs or stormwater conveyance system maintained by Harbor Farms; and in no event shall this Agreement be construed to impose those obligations on the City.

9. Easement for Stormwater Retention and Drainage.

9.1 The City establishes and grants for the benefit of the Property, Harbor Farms and subsequent owners and occupants of any portion of the Property, a perpetual, non-exclusive stormwater drainage and retention easement on, over, across, beneath and through the Stormwater Area for the purpose of discharging, conveying, accepting and retaining stormwater coming from the Property over, under and across the Stormwater Area ("Stormwater Easement"). The City shall ensure that the Stormwater System shall have the capacity to accept and retain the stormwater discharge from the Property and any and all stormwater from the other portions of the DCBP. Subject to Paragraphs 2 and 8.2 above and Paragraph 10 below, the City shall be solely responsible for the cost of all maintenance, repair or replacement of the Stormwater Area and the Stormwater System. If during the term of this Agreement the City defaults in the

faithful and punctual performance of the Stormwater Activities under Paragraph 2 and its obligations under this paragraph, then the owner of the Property may, in addition to all other remedies it may have at law or in equity, perform that obligation on behalf of and at the expense of the City. An owner's right to perform any obligation in default only occurs if that obligation continues for thirty (30) days after the owner delivers written notice to the City (except that 30-day period maybe extended for an additional period reasonably necessary under the circumstance to correct that obligation if the City had commenced work within the 30-day period and has continued to prosecute the cure to completion).

9.2 The Stormwater Easement described in this Paragraph 9 is a perpetual easement running with the land on, through, beneath and across the DCBP for the use and benefit of the Property.

10. Assessment for Maintaining Stormwater System.

10.1. Considering that the City retains ownership of the Stormwater System (except that portion of HF Pond within the Property) and that the Stormwater System is intended to serve all developable parcels in DCBP, the City will annually assess Harbor Farms and each owner of other parcel(s) in DCBP its proportionate share of the costs to maintain, repair and replace the Stormwater System ("Stormwater Costs"). (It is understood that the annual assessment may include cost estimates for Stormwater Activities that do not annually occur, but are amortized on an annual basis.) Each owner's (including, but not limited to, Harbor Farms') proportionate share is calculated based on the percentage of acreage of the parcel each owner has to thirty-two (32) acres, which represents the total acreage of DCBP, including Full Circle Drive. To illustrate: Harbor Farms' Property is 4 acres; therefore, Harbor Farms' proportionate share of the Stormwater Costs shall be 12.5% (4/32).

10.2 If Harbor Farms elects to exercise its option (as detailed in Paragraph 4 of the Brownfield Plan Redevelopment and Purchase Agreement) and purchases the additional 3-acre parcel, then its share of Stormwater Costs will increase to 21.875% (7/32).

10.3. Before March 1 of each year the City will provide Harbor Farms the estimated annual or amortized Stormwater Costs and Harbor Farms' proportionate share of the Stormwater Costs (collectively, "Maintenance Assessment"). Within 30 days after Harbor Farms receives the Maintenance Assessment from the City, Harbor Farms may notify the City's Environmental Programs Manager or other appropriate City representative, if there is not Environmental Programs Manager, that it disagrees with the Maintenance Assessment with the facts to support its position. The City will within 10 days respond to Harbor Farms' notification indicating the reasons for accepting or rejecting Harbor Farms' position. Failure by either party to timely notify the other party is considered an acceptance of the Maintenance Assessment provided by the other party and therefore Harbor Farms' proportionate share of the Stormwater Costs for that year.

10.4 If the parties timely respond to each other under 10.3, they will in good faith attempt to reach a resolution on the Maintenance Assessment by June 1 of that year so that Harbor Farms' proportionate share of the Stormwater Costs is listed in the summer property tax assessment notice provided by the City to each property. If the parties fail to reach a resolution, the Maintenance Assessment shall be resolved as provided under Paragraph 14.2 of this Agreement. In the event Harbor Farms is determined under Paragraph 14.2 of this Agreement to be in default of this Paragraph 10, the City has the right to place a lien against the Property in the same manner as delinquent taxes, including accruing interest, penalties and administrative expenses until the lien is fully satisfied.

11. Use of Easement Area by Harbor Farms. Harbor Farms reserves to itself and its successors and assigns the right to continue to use the Easement Area for any uses and purposes (including for the drainage and retention of stormwater from the Property) which shall not interfere with or be materially inconsistent with this Agreement or the use thereof by the City under this Agreement. Unless prior approval is granted by the City, which approval is not unreasonably denied, Harbor Farms does not have the the right to grant to others additional easement rights in the Easement Area.
12. Compliance with other Laws. This Agreement does not replace or change the requirements of Harbor Farms to comply with all other applicable federal, state and local laws, rules and regulations; specifically including, without limitation, Ordinance No. 1825 (Wellhead Protection Overlay), Ordinance No. 1826 (Performance Standards for Groundwater Protection Within Wellhead Protection Capture Zones and Stormwater Management, referred to as the "Performance Standards") and Chapter 29 of the Code of Ordinances (Stormwater System).
13. Binding Effect/Third Parties. The easements and all the covenants, terms and conditions of this Agreement shall run with the land and shall bind and inure to the benefit of all owners, including their respective successors, grantees and assigns, of property within DCBP.. Neither party may assign this Agreement without the prior written consent of the other party. However, Harbor Farms shall not have any further rights or obligations under the terms of this Agreement (subject to any outstanding financial obligations owed to the City) following the date it transfers and conveys all of its rights and interests in the Property, which transfer and conveyance shall not require any consent of the City. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

14. Governing Law and Alternative Dispute Resolution.

14.1 This Agreement is governed under applicable Michigan law. Both parties had the assistance of or the opportunity to seek legal counsel regarding the signing of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

14.2 If a dispute arises from this Agreement or a breach occurs, and if through negotiation the dispute is not settled, the parties agree first to try in good faith to settle the dispute within 60 days by mediation either as administered by the American Arbitration Association under its Commercial Mediation Procedures or through another dispute resolution procedure before resorting to arbitration or litigation. Each party shall equally share in the mediation costs.

15. Waiver. A party does not waive any of its rights under this Agreement if that party fails to complain about an act or omission by the other party, no matter the duration of that act or omission. And a waiver by either party, whether expressed or implied, of any breach of a provision in this Agreement is not considered a waiver or consent to any subsequent breach of this same or other provision.
16. Headings. Headings in this Agreement are for convenience only and are not intended to interpret or construe its provisions.
17. Entire Agreement/Counterparts. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them relating to the subject matter. The parties may sign this Agreement in counterparts, which together shall comprise a single agreement, and the effective date for which is the date it is signed by both parties.
18. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by the city commission, the board of directors or other governing body or organizational agreement of that party.
19. Definitions. The terms set forth but not specifically defined in this Agreement shall have the same meaning as commonly used, except any term that is defined under statutes, ordinances or laws identified above, or any other applicable state statute shall have the meaning set forth under that ordinance, statute or law, including any subsequent amendments.
20. Recording. The City at its expense will record this Agreement with the Kalamazoo County Register of Deeds.
21. Notice. Any notice or other communication required under this Agreement shall be in writing, signed by an authorized representative, and delivered either (i) in person or (ii) by certified or registered mail, with return receipt requested, or (iii) by a recognized overnight or daytime courier or (iv) first class mail, with proper postage or charges fully prepaid, and properly addressed to the following:

Harbor Farms:
Harbor Farms North, LLC
c/o Michael Ward
09440 32nd Street

w/ copies to:
Bruce Courtade, Attorney
Rhoades/McKee
55 Campau Ave. NW

Dated: April 16, 2020

CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY

PM Owens
By: Patricia M. Owens
Its: Chairperson

STATE OF MICHIGAN)
) ss.
COUNTY OF ALLEGAN)

The foregoing instrument was acknowledged before me this 23RD day of APRIL, 2020, by Patricia M. Owens, Chairperson of City of Kalamazoo Brownfield Redevelopment Authority, a Michigan public body corporate, on behalf of the public body corporate.

Laura Schrepper
LAURA SCHREPPER
Notary Public, Kalamazoo County, MI
My commission expires: 9/19/2023
Acting in Allegan County

Grand Rapids, MI. 49546

Suite 300
Grand Rapids, MI 49503

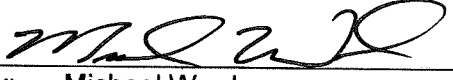
City of Kalamazoo/BRA:
City of Kalamazoo
c/o James K. Ritsema, City Manager
241 West South St.
Kalamazoo, MI 49007

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

Notice is considered to have been given on the date of delivery, if delivered personally; on the date of mailing, if sent with all postage prepaid by first-class mail, certified or registered mail with return receipt requested, or over-night mail; or on the date of delivery to a recognized overnight or daytime courier. Each party shall notify the other of any changes in the person or the address for the receipt of notices or other communication.

Dated: Feb 4, 2020

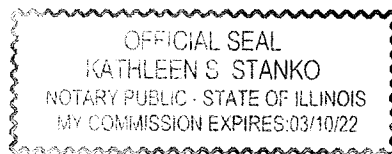
HARBOR FARMS REAL ESTATE, LLC


By: Michael Ward
Its: Managing Member

ILLINOIS
STATE OF MICHIGAN)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me this 4th day of February, 2020 by Michael Ward, Managing Member of Harbor Farms Real Estate, LLC, a Michigan limited liability company, on behalf of the limited liability company.


Notary Public, COOK County, IL
My commission expires: 03/10/2022



Dated: _____, 2020

CITY OF KALAMAZOO

By: James K. Ritsema

Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James K. Ritsema, City Manager of the City of Kalamazoo, a Michigan municipal corporation, on behalf of the municipal corporation.

Notary Public, _____ County, MI

My commission expires: _____

Prepared by and After Recorded Return to:

John W. Kneas (P26112)

BRA Counsel

241 West South Street

Kalamazoo, MI 49007

K:Attydocs\JOHN\DCBP\HarborFarms-StormwaterAgmt.v3(HL)

11/07/19

EXHIBIT A

Legal Description of
DCBP

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN; THENCE ALONG THE NORTH-SOUTH LINE OF SAID SECTION NORTH 00 DEGREES 48 MINUTES 31 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CORK STREET; THENCE NORTH 89 DEGREES 03 MINUTES 50 SECONDS WEST, 1105.84 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF CORK STREET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GTW RAILROAD ALSO BEING A POINT ON A NON-TANGENT CURVE HAVING A 1809.50 FOOT RADIUS TO THE RIGHT; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE 217.89 FEET, LONG CHORD BEARING NORTH 08 DEGREES 04 MINUTES 11 SECONDS WEST, 217.75 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF GTW RAILROAD; THENCE NORTH 04 DEGREES 37 MINUTES 26 SECONDS WEST, 1084.47 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF GTW RAILROAD; THENCE SOUTH 89 DEGREES 02 MINUTES 15 SECONDS EAST, 1242.12 FEET TO A POINT ON THE NORTH-SOUTH LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 48 MINUTES 31 SECONDS WEST, 1293.87 FEET ALONG THE NORTH-SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

EXHIBIT B

Legal description of the Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 25 THAT IS 651.89 FEET NORTH 00 DEGREES 48 MINUTES 31 SECONDS EAST OF THE SOUTH 1/4 CORNER OF SAID SECTION 25; THENCE NORTHWESTERLY 412.91 FEET ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43 DEGREES 36 MINUTES 06 SECONDS WEST 372.39 FEET, THENCE NORTH 88 DEGREES 14 MINUTES 21 SECONDS WEST 128.42 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 31 SECONDS EAST 407.94 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 02 MINUTES 24 SECONDS EAST ON SAID NORTH LINE 389.00 FEET TO SAID NORTH AND SOUTH 1/4 LINE: THENCE SOUTH 00 DEGREES 48 MINUTES 31 SECONDS WEST ON SAID NORTH AND SOUTH 1/4 LINE 675.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Davis Creek Business Park Storm Water Management System Maintenance plan

DAVIS CREEK BUSINESS PARK

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE PLAN**

PREPARED FOR:
CITY OF KALAMAZOO
KALAMAZOO, MICHIGAN

MARCH 19, 2008
PROJECT NO. G04346

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LIST OF ABBREVIATIONS/ACRONYMS

FTC&H	Fishbeck, Thompson, Carr & Huber, Inc.
City	City of Kalamazoo
MDEQ	Michigan Department of Environment Quality

MAINTENANCE AND INSPECTION PLAN SUMMARY

The following maintenance and inspection plan was developed for the Davis Creek Business Park at the request of the City of Kalamazoo (City) to aid staff in future inspections of the site as well as assess the need for maintenance activities that will ensure the storm water system continues to function as designed.

STORM WATER MANAGEMENT SYSTEM

The Davis Creek Business Park storm water system collects surface runoff from the development and conveys it to one of three separate geomembrane lined spill containment cells located throughout the site. Each spill containment cell is designed to handle the volume of runoff generated from a 2-year, 24-hour (2.37 inches) storm event and remove a 5-micron diameter particle out of suspension. Inverted outlet drain pipes (outlet elevation is approximately 1-foot above the inlet elevation) ensure that hazardous industrial spills will remain confined to the containment cell.

The three spill containment cells outlet into one of two interconnected detention basins. The northernmost detention basin (Detention Basin No. 1) was constructed in an area impacted by petroleum contamination and, as a result, has a geomembrane liner. The southernmost detention basin (Detention Basin No. 2) has no liner. Discharges produced by rainfalls up to and including the 25-year event (4.45 inches in 24 hours) are conveyed through the outlet riser structure located in the southwest corner of southernmost detention basin (Detention Basin No. 2). Larger flows are conveyed through the riprap lined overflow spillway.

The detention basin discharges into a wetland area located in the southwest corner of the site. The wetland area serves as a final storm water treatment prior to discharging into Davis Creek. The wetland is regulated under Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451 and no earthwork (dredging or filling) should be performed without obtaining a permit from the MDEQ. The MDEQ also maintains a Conservation Easement around the perimeter of the wetland and any activity requiring entrance into the easement should be reviewed against the easement requirements and coordinated with the Michigan Department of Environmental Quality.

FIGURE

A schematic of the storm water system and inspection locations is indicated in Figure 1. For inspection purposes, the storm water system was divided into two sections:

1. The storm water conveyance system consists of all underground piping and drainage structures that collect storm water from the site and discharge to the storm water detention/treatment system.
2. The storm water detention/treatment system consists of all spill containment cells, detention basins, and their associated inlets and outlets.

INSPECTION CHECKLISTS

Inspection checklists were developed to walk the inspector through the entire site, inspecting each location for system failures and maintenance needs. Two separate inspection checklists were created; one for the storm water conveyance system and another for the storm water detention/treatment system. Each checklist provides a list of potential deficiencies or impairments associated with individual inspection items as well as space to record the required action and comments for the site.

MAINTENANCE SUMMARY SHEETS

Separate maintenance summary sheets were developed for both the storm water conveyance and detention/treatment systems to serve as a historical record of where, what, and when maintenance activities were performed. This summary sheet will help the City assess the frequency on which inspection and maintenance activities need to be performed, as well as ensure that system components are functionally meeting or exceeding lifecycle expectations.

ESTIMATE OF PROBABLE COST FOR MAINTENANCE ITEMS

An estimate of probable cost for anticipated maintenance activities is provided to assist the City with estimating maintenance costs of the system for budgeting purposes. This estimate is provided for a performance period and should be expected to continue for the life of the system at the defined performance period interval. The estimates are based on current unit prices and should be used for reference purposes until a history of actual costs is compiled. Additionally, a template estimate calculation sheet is provided for other items that may require maintenance throughout the lifetime of the system.

SCHEDULE

Ideally, regular inspections of the Davis Creek Business Park should be performed on a bi-annual basis (Spring/Fall). At a minimum, inspections should occur once every year and maintenance activities performed as necessary.

MAINTENANCE INSPECTION ITEMS

Identification of deficiencies or impairments for standard maintenance inspection items, including typical repairs, is summarized as follows:

STORM WATER CONVEYANCE SYSTEM

COMPROMISED DRAINAGE STRUCTURE

The drainage structure or casting has been damaged as evident by signs of cracking, settling, or chipping. Joints may have separated or been improperly sealed often resulting in excessive sediment buildup within the structure and/or sinkholes adjacent to the drainage structure. Maintenance repairs may include:

- Re-grouting or sealing cracks, holes, or separated joints.
- Replacing damaged castings or drainage structure sections.

COMPROMISED DRAIN PIPE

The drain pipe has deteriorated, been damaged, or separated at the joints. Pipes should be inspected at the drainage structures for signs of deterioration, clogging, or damage. Sink holes above the pipe are good indicators of either a pipe section failure or poor joint seal. If evidence of a problem exists but the cause cannot be identified, videotaping of the drain pipe may be required. Maintenance repairs may include:

- Re-grouting or sealing cracks, holes, or separated joints.
- Replacing damaged sections of pipe.

FULL SEDIMENT SUMP

Sediment has filled the catch basin sump. In general, sumps are 2 feet deep as measured from the invert of the lowest pipe to the structure bottom. Measure the depth of sediment in the catch basin sump. If the sump is more than 50% full of sediment (typically 1-foot), it should be cleaned out after a visual inspection for contaminated soil or water has been performed. Signs of contamination may include a visible sheen, discoloration, or obvious odor. If the visual inspection indicates that there may be a contamination issue, an analysis of the sediment should be conducted by an environmental professional to determine the appropriate disposal requirements. In either case, a Vactor Truck should be used to remove the sediment and properly dispose of it in accordance with local, state, and federal requirements.

CLOGGED DRAIN PIPE

Sediment or debris is obstructing flow through the storm sewer. This can be detected by comparing the water flow through drainage structures upstream and downstream of the clogged drain pipe. Higher water levels in an upstream drainage structure could also be a sign of a clogged drain pipe. A Vactor Truck is typically required to remove sediment or debris from a storm sewer system. Videotaping of the pipe may be required to identify the location of the obstruction or if the structural integrity of the pipe has been compromised (see compromised drain pipe).

CLOGGED DRAIN INLET/GRATE

Sediment, trash, or debris is obstructing flow through the drain inlet and may cause localized flooding or ponding. Routine street sweeping can reduce the potential for sediment or debris to buildup. Minor inlet clogs can generally be removed manually.

STORM WATER DETENTION/TREATMENT SYSTEM

SEDIMENTATION

Excessive sediment accumulation is reducing storage capacity. Sediment will typically accumulate near an inlet/outlet or on the sides of the pond from surface erosion. Removing the sediment from a wet detention basin can be done by scraping off the layers of sediment with an excavator or similar piece of heavy equipment. If the detention basin or spill containment cell has a geomembrane liner, the pond should be dewatered and special care must be taken when removing the sediment so as not to damage the liner. Any material removed from a detention basin or spill containment cell is considered a solid waste by the MDEQ. The solid waste must be analyzed by an environmental professional to determine the appropriate disposal requirements.

COMPROMISED SPILLWAY

Displaced riprap, inadequate vegetative cover or exposed soil can often result in erosion which may compromise a spillway. Displaced riprap must be replaced either by hand or with the use of heavy equipment in order to maintain the stability of the spillway. Vegetated spillways showing signs of rill and gully erosion should be re-graded. Exposed soil must be seeded, fertilized, and stabilized with an erosion control blanket. Debris and obstructions which accumulate within the spillway channel should be removed in order to adequately convey storm water flows.

RILL AND GULLY EROSION

Rill and gully erosion occurs when bare soil is exposed to erosive forces from wind and/or water. The relatively steep banks of a storm water detention basin or containment cell are prone to rill and gully

erosion. Rill erosion occurs when water starts concentrating in a given area and large volumes scour a path through the soil. Rills can generally be raked out, re-seeded, and stabilized with erosion control blanket. Gully erosion results when rill erosion is left untreated and the depth of the rills are 12 inches or deeper. When this happens the banks generally need to be re-graded, re-seeded, and stabilized with an erosion control blanket. The sediment at the bottom of the basins should also be removed in a manner to minimize the compaction of soils at the bottoms of the basins. Ultimately, a fully vegetated bank should reduce or eliminate these types of erosion.

DISPLACED RIPRAP

Riprap at a pipe inlet/outlet or spillway has been displaced or scoured. Maintenance should be done by replacing the displaced riprap either manually or with a piece of heavy equipment. Minor re-grading may be required if the spillway or riprap is improperly aligned and flow is being diverted around the riprap.

CLOGGED OUTLET RISER

Sediment or debris is obstructing flow into or out of the riser pipe. The riser pipe is perforated and has an inlet grate on top. A clog can be detected by a visual inspection inside and around the riser pipe. A substantial rise in the normal water level of the detention basin may also signify that the outlet is clogged. Minor clogs can generally be removed manually. The stone filter around the riser pipe may need to be replaced if it becomes clogged with finer sized sediment particles.

EXPOSED SPILL CONTAINMENT LINER

The spill containment liner is exposed, punctured, or torn. A significant decrease in the normal water level of the pond may indicate that the liner has been damaged. The 40 milliliter PVC pond liner manufacturer (Environmental Protection, Inc. [EPI]) is responsible, according to the warranty, for any defects due to material or installation for a period of 2 years from the date of acceptance (September 28, 2009). Any damage to the liner after the warranty has expired should be repaired with a patch kit purchased by the manufacturer or local representative. The liner must be covered with at least 6 inches of soil at all times to protect against damaging UV Rays.

APPENDIX 1

DAVIS CREEK BUISNESS PARK STORMWATER CONVEYANCE SYSTEM INSPECTION CHECKLIST

Inspector: _____

Date: _____

- CB-1** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-2** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-3** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-4** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-5** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-6** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-7** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-8** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

- CB-9** ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

	<u>Required Action / Comments</u>
☐ Compromised Drainage Structure	
☐ Compromised Drain Pipe	
☐ Full Sediment Sump	
☐ Clogged Drain Pipe	
☐ Clogged Drain Inlet/Grate	
☐ Other	

APPENDIX 2

DAVIS CREEK BUSINESS PARK STORMWATER DETENTION / TREATMENT SYSTEM INSPECTION CHECKLIST

Inspector: _____

Date: _____

Spill Containment Cell No. 1

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

Basin	<u>Required Action / Comments</u>
☐ Sedimentation	
☐ Rill & Gully Erosion	
☐ Exposed Spill Containment Liner	
☐ Other	
Outlet	
☐ Compromised Pipe	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Other	

Spill Containment Cell No. 2

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

Basin	<u>Required Action / Comments</u>
☐ Sedimentation	
☐ Rill & Gully Erosion	
☐ Exposed Spill Containment Liner	
☐ Other	
Inlet	
☐ Compromised Pipe	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Other	
Outlet	
☐ Compromised Pipe	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Other	

Spill Containment Cell No. 3

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

Basin	Required Action / Comments
☐ Sedimentation	
☐ Rill & Gully Erosion	
☐ Exposed Spill Containment Liner	
☐ Other	
Inlet	
☐ Compromised Pipe	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Other	
Outlet	
☐ Compromised Pipe	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Other	

Detention Basin No. 1

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

Basin	Required Action / Comments
☐ Sedimentation	
☐ Rill & Gully Erosion	
☐ Exposed Spill Containment Liner	
☐ Other	
Outlet	
☐ Compromised Spillway	
☐ Displaced Riprap	
☐ Other	

Detention Basin No. 2

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next Inspection)

Basin	Required Action / Comments
☐ Sedimentation	
☐ Rill & Gully Erosion	
☐ Other	
Outlet	
☐ Compromised Spillway	
☐ Clogged Pipe	
☐ Displaced Riprap	
☐ Clogged Outlet Riser	
☐ Other	

Wetland Outlet Channel

- ☐ Maintenance Required (Fill out all items below that apply)
☐ No Issues or Maintenance Required (Proceed to next inspection)

Outlet	<u>Required Action / Comments</u>
☐ Compromised Spillway	
☐ Displaced Riprap	
☐ Other	

APPENDIX 3

**DAVIS CREEK BUISNESS PARK
STORMWATER CONVEYANCE SYSTEM
MAINTENANCE SUMMARY**

	Matinenance	Date	Matinenance	Date	Matinenance	Date
CB-1						
CB-2						
CB-3						
CB-4						
CB-5						
CB-6						
CB-7						
CB-8						
CB-9						

APPENDIX 4

**DAVIS CREEK BUISNESS PARK
STORMWATER DETENTION / TREATMENT SYSTEM
MAINTENANCE SUMMARY**

Location	Matinenance	Date	Matinenance	Date	Matinenance	Date
Spill Contaiment Cell No. 1						
Basin						
Outlet						
Spill Contaiment Cell No. 2						
Basin						
Inlet						
Outlet						
Spill Contaiment Cell No. 3						
Basin						
Inlet						
Outlet						

Location	Maintenance	Date	Maintenance	Date	Maintenance	Date
Detention Basin No. 1						
Basin						
Outlet						
Detention Basin No. 2						
Basin						
Outlet						
Wetland Outlet Channel						
Outlet						

APPENDIX 5

Davis Creek Buisness Park
Estimate of Anticipated Maintenance Schedule and Cost
After Construction

Item	Estimated Frequency in Years	Quantity	Unit	Unit Price	Cost per Occurrence	Total Cost per Year
STORMWATER CONVEYANCE SYSTEM						
Vacuum Truck (Sediment Sump Cleaning)	1	9	EA	\$ 222.22	\$ 2,000.00	\$ 2,000.00
Video Tape Sewer (Compromised Pipe)	5	1200	LF	\$ 2.00	\$ 2,400.00	\$ 480.00
Clean Storm Sewer	5	1200	LF	\$ 2.50	\$ 3,000.00	\$ 600.00
Subtotal					\$ 7,400.00	\$ 3,080.00
STORMWATER DETENTION/TREATMENT SYSTEM						
Rip Rap	20	250	SY	\$ 55.00	\$ 13,750.00	\$ 687.50
Erosion Control Blanket	20	1500	SY	\$ 10.00	\$ 15,000.00	\$ 750.00
Seed & Fertilizer	20	1500	SY	\$ 2.50	\$ 3,750.00	\$ 187.50
Geomembrane PVC Liner Patch Kit	20	10	EA	\$ 100.00	\$ 1,000.00	\$ 50.00
Sediment Removal - Disposed off-Site	20	1800	CY	\$ 10.00	\$ 18,000.00	\$ 900.00
Subtotal					\$ 51,500.00	\$ 2,580.00

TOTAL = \$ 5,660.00

Note: The above frequencies and costs are for estimating purposes only, actual maintenance activities should be conducted in accordance with the Maintenance Plan. After each parcel development is complete, the catch basin sediment sumps should be cleaned and the entire storm sewer system should be inspected and maintained in accordance with the Maintenance Plan.

Davis Creek Buisness Park
Estimate of Probable Cost for Maintenance Items

Item	Qty.	Unit	Unit Price	Total
STORMWATER CONVEYANCE SYSTEM				
Vacum Truck (Sediment Sump Cleaning)		EA	\$ 700.00	\$ -
Video Tape Sewer (Compromised Pipe)		LF	\$ 2.00	\$ -
Clean Storm Sewer		LF	\$ 2.50	\$ -
*Replace 8" Pipe (PVC)		LF	\$ 40.00	\$ -
*Replace 12" Pipe (RCP)		LF	\$ 45.00	\$ -
*Replace 18" Pipe (RCP)		LF	\$ 50.00	\$ -
*Pipe End Section (RCP)		EA	\$ 250.00	\$ -
*Replace Catch Basin/ Manhole Casting		EA	\$ 500.00	\$ -
*Replace Catch Basin/ Manhole		EA	\$ 2,000.00	\$ -
Subtotal			\$	-
STORMWATER DETENTION/TREATMENT SYSTEM				
*Replace 8" Pipe (PVC)		LF	\$ 40.00	\$ -
*Replace 12" Pipe (RCP)		LF	\$ 50.00	\$ -
*Pipe End Section (RCP)		EA	\$ 250.00	\$ -
Rip Rap		SY	\$ 55.00	\$ -
Erosion Control Blanket		SY	\$ 10.00	\$ -
Seed & Fertilizer		SY	\$ 2.50	\$ -
Geomembrane PVC Liner Patch Kit		EA	\$ 100.00	\$ -
Sediment Removal - Disposed on-Site		CY	\$ 5.00	\$ -
Sediment Removal - Disposed off-Site		CY	\$ 10.00	\$ -
**Contaminated Soil, Disposed off-site in Hazardous Landfill		CY	\$ 20.00	\$ -
Subtotal			\$	-

TOTAL = \$ -

* Unit Price does not include surface restoration.

**Unit Price will vary depending on type and location of hazardous landfill

FIGURE 1

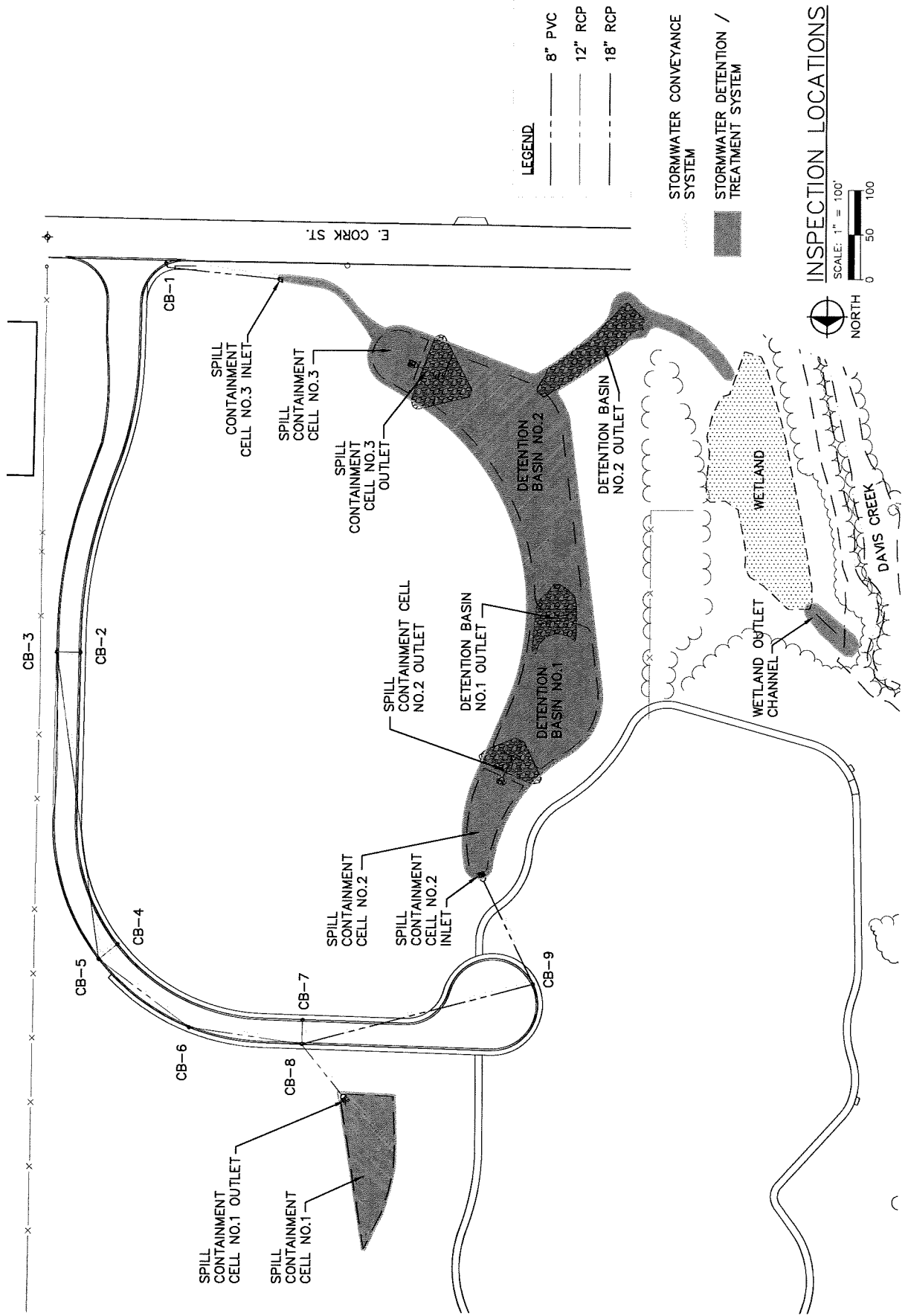


EXHIBIT D

EXHIBIT E

Conservation Easement

gaf



AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created September 8, 2006, by and between

The City of Kalamazoo Brownfield Development Authority (the "BRA"), a Michigan body corporate, whose address is 241 West South Street, Kalamazoo, MI 49007-4707 (Grantor) and the **Michigan Department of Environmental Quality** (MDEQ), whose address is, Constitution Hall, 1st Floor South, P.O. Box 30458, Lansing, Michigan 48909-7958; or 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in City of Kalamazoo, Kalamazoo County, and State of Michigan, legally described in Exhibit A.

MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee/Grantor has applied for a Permit (MDEQ File Number 06-39-0022-P) pursuant to Part 303 to authorize activities that will impact regulated wetland. The MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee/Grantor has agreed to grant the MDEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately three (3) acres. A survey map depicting the easement premises is attached as Exhibit C. The MDEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from

wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under MDEQ Permit Number 06-39-0022-P issued on August 25, 2006 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:
 - a) Alteration of the topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal, or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching
 - j) Construction of unauthorized utility or petroleum lines;
 - k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
 - l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;
 - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.
3. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor may perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement,



- shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
 7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
 8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
 9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
 10. Grantor shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.
 11. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for the purpose of taking corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
 12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
 13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
 14. This Agreement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
 15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
 16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.



M D E Q

RCMT-Kalamazoo ROD

2006-041675

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17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supercede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises; or if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR: City of Kalamazoo Brownfield Development
Authority

By:

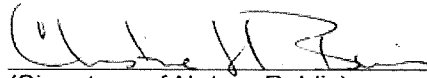
Its:

Robert Miller
Vice Chair



STATE OF MICHIGAN }
 } ss
COUNTY OF Kalamazoo}

The foregoing instrument was acknowledged before me on September 8, 2006, by Robert Miller, the Vice-Chair, of the City of Kalamazoo Brownfield Development Authority, on behalf of the organization.



(Signature of Notary Public)

CHRISTINE H. BURRIS

(Typed or Printed name of Notary Public)

Acting in: Kalamazoo County, Michigan

My Commission Expires: 3-26-11

GRANTEE: State of Michigan Department of Environmental
Quality Land and Water Management Division

By:



Elizabeth M. Browne

Its:

Acting ~~Assistant~~ Division Chief

[Notary of Signature on Next Page]



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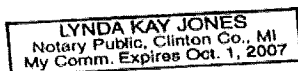
M D E Q

AGMT-Kalamazoo R00

STATE OF MICHIGAN}
} ss
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me on September 18, 2006 by Elizabeth M. Browne, Acting Assistant Division Chief, Land and Water Management Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

Lynda Kay Jones
(Signature of Notary Public)
Lynda Kay Jones
(Typed or Printed name of Notary Public)



Acting in: Ingham County, Michigan

My Commission Expires: 10/01/07

Form Drafted By:
The Honorable Mike Cox, Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:

Michigan Department of Environmental
Quality Land and Water Management
Division
Constitution Hall, 1st Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958

(May 8, 2006)



EXHIBIT A

LEGAL DESCRIPTION:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 25,
T2N, R11W.

ALSO, THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 LYING
EAST OF THE EASTERLY LINE OF THE GTW RAILROAD RIGHT-OF-WAY, EXCEPT THE EAST 20
RODS (330 FEET). ALSO, EXCEPT THE SOUTH 2 RODS FOR ROAD.



EXHIBIT B

CONSERVATION EASEMENT NO. 1

A CONSERVATION EASEMENT FOR WETLAND POLISHING DESCRIBED AS:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, MICHIGAN, FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, SOUTH 89°03'50" EAST 1856.66 FEET; THENCE PARALLEL TO THE NORTH-SOUTH ¼ LINE OF SAID SECTION 25, NORTH 00°48'31" EAST 105.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16°19'09" WEST 152.96 FEET; THENCE NORTH 05°16'40" WEST 154.00 FEET; THENCE NORTH 84°55'53" EAST 98.50 FEET; THENCE SOUTH 53°08'28" EAST 41.20 FEET; THENCE SOUTH 05°51'24" EAST 187.20 FEET; THENCE SOUTH 02°54'44" WEST 99.20 FEET; THENCE NORTH 89°14'38" WEST 88.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.84 ACRES, MORE OR LESS.

CONSERVATION EASEMENT NO. 2

A CONSERVATION EASEMENT FOR EXISTING WETLANDS DESCRIBED AS:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, MICHIGAN, FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, SOUTH 89°03'50" EAST 1772.85 FEET; THENCE PARALLEL TO THE NORTH-SOUTH ¼ LINE OF SAID SECTION 25, NORTH 00°48'31" EAST 110.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°53'41" WEST 181.37 FEET; THENCE NORTH 90°00'00" WEST 27.30 FEET; THENCE NORTH 10°05'23" WEST 42.98 FEET; THENCE SOUTH 87°49'22" WEST 156.72 FEET; THENCE NORTH 01°48'37" WEST 228.76 FEET; THENCE NORTH 66°49'13" WEST 27.97 FEET; THENCE NORTH 04°37'26" WEST 397.86 FEET; THENCE NORTH 49°55'30" EAST 27.04 FEET; THENCE NORTH 06°00'52" WEST 182.87 FEET; THENCE SOUTH 86°49'23" EAST 34.54 FEET; THENCE SOUTH 13°41'00" EAST 145.80 FEET; THENCE SOUTH 88°12'42" EAST 61.35 FEET; THENCE SOUTH 13°28'37" WEST 139.77 FEET; THENCE SOUTH 58°01'05" WEST 72.29 FEET; THENCE SOUTH 04°40'54" EAST 211.29 FEET; THENCE SOUTH 71°34'51" EAST 72.71 FEET; THENCE SOUTH 46°05'13" EAST 146.29 FEET; THENCE SOUTH 71°34'51" EAST 72.71 FEET; THENCE SOUTH 11°53'46" WEST 112.44 FEET; THENCE SOUTH 11°59'53" EAST 266.76 FEET; THENCE NORTH 89°59'40" WEST 33.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 2.11 ACRES, MORE OR LESS.



M D E Q

AGMT-Kalamazoo ROD

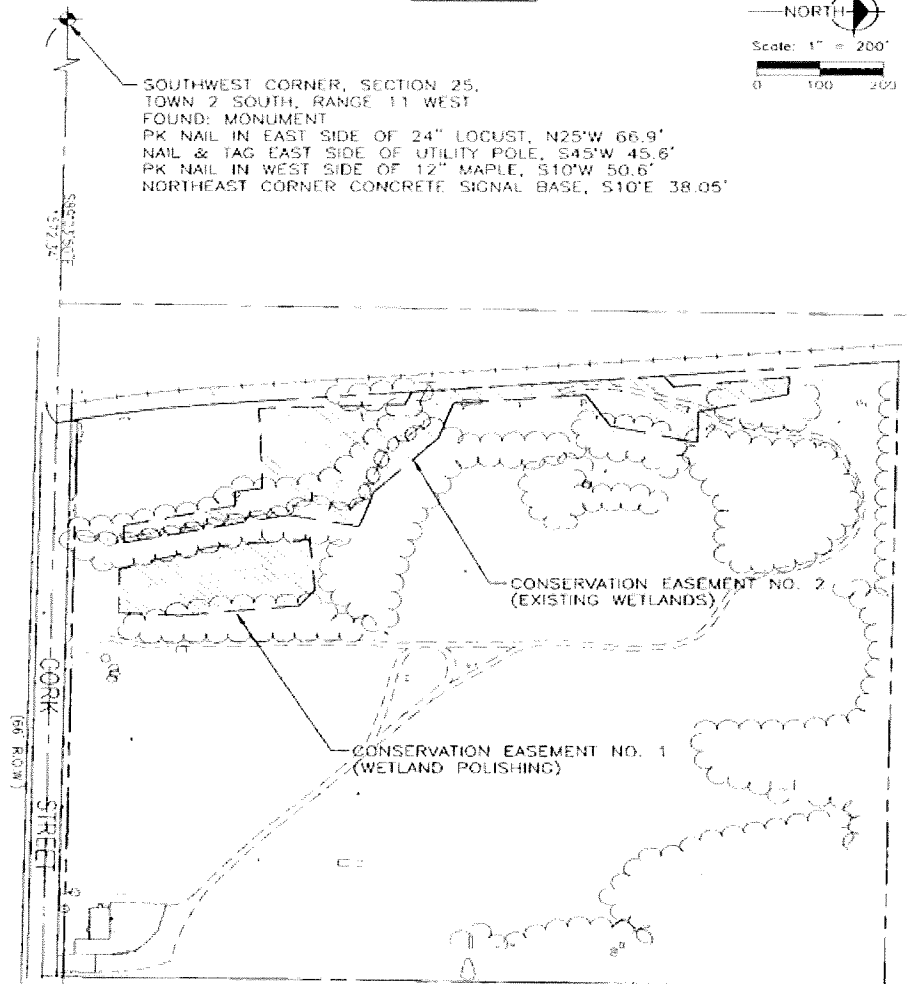
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CONSERVATION EASEMENTS

EXHIBIT C



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M D E O

AGMT-Kalamazoo ROD

Fishbeck, Thompson, Carr & Huber
Engineers & Scientists & Architects
Grand Rapids, Michigan (616) 375-5074
All Copyrights Reserved

NO. 04344 SURVEY & EASEMENTS 04344.DWG

City of Kalamazoo
Kalamazoo, Michigan
Conservation Easements
Section 25, T2S, R11W

PROJECT NO.
G04344
PROJECT
EXHIBIT
C

12 ✓



2006-045115
Page 1 of 12
10/13/2006 01:10P

CITY OF KALAMAZOO AFF-Kalamazoo ROD

AFFIDAVIT OF CORRECTION

This Affidavit is made on October 13, 2006, by and on behalf of the **City of Kalamazoo Brownfield Redevelopment Authority**, a public body corporate, the address of which is 241 West South Street, Kalamazoo, Michigan 49007-4707 (the "BRA") and with the acquiescence of the **Michigan Department of Environmental Quality**, a state agency, the address of which is Constitution Hall, 525 West Allegan Street, Lansing, Michigan 48909-7958 ("MDEQ").

The undersigned individual executing this Affidavit on behalf of the BRA, being duly sworn, hereby certifies that:

1. The BRA and MDEQ entered into that certain Agreement for Conservation Easement dated September 8, 2006, and recorded as Instrument No. 2006-041675 in the Office of the Register of Deeds for Kalamazoo County, Michigan ("Easement").

2. There is an error in the official name of the BRA. As listed in the Easement as originally recorded the name appears as "The City of Kalamazoo Brownfield Development Authority". The correct name is "City of Kalamazoo Brownfield Redevelopment Authority".

3. Exhibit A to the Easement contained an error in that inadvertently omitted from such exhibit was language allowing MDEQ access to the easement area as set forth in the Easement. Attached hereto is a replacement Exhibit A with the added access language noted under Exhibit D, which replacement document was prepared by MDEQ and which the undersigned acknowledges and agrees is accurate. Exhibit A recorded with Instrument No. 2006-041675 (page 7 of 9) is hereby withdrawn and replaced by the attached one page document containing Exhibit A and Exhibit D which shall be deemed part of the Easement as if it had been originally recorded as part of Instrument No. 2006-041675.

IN WITNESS WHEREOF, this Affidavit has been executed.

Dated: October 13, 2006

City of Kalamazoo Brownfield Redevelopment
Authority

By: _____

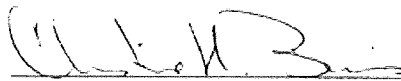
John W. Kneas, Assistant City Attorney

Its: _____

Attorney

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

Acknowledged before me in Kalamazoo County, Michigan, on October 13, 2006, by John W. Kneas, Assistant City Attorney, on behalf of the City of Kalamazoo Redevelopment Authority, a Michigan public body corporate.



Christine H. Burris, Notary Public
State of Michigan, County of Kalamazoo
My Commission Expires: March 26, 2111

DRAFTED BY AND WHEN
RECORDED RETURN TO:
John W. Kneas (P26112)
241 West South Street
Kalamazoo, MI 49007-4707
(269) 337-8185

F:\John\BRA\DCBP-Affidavit of Correction
10/13/06



9/20/06

PLEASE RE-RECORD THE CONSERVATION EASEMENT
RECORDED 9/20/2006 AS 2006-041675 TO CORRECT A
SCRIVENER'S ERROR. PLEASE DELETE PAGE 7 OF 9
(EXHIBIT A) AND SUBSTITUTE WITH THE ATTACHED
EXHIBIT (A AND D).



AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer
taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created September 8, 2006, by and between

The City of Kalamazoo Brownfield Development Authority (the "BRA"), a Michigan body corporate, whose address is 241 West South Street, Kalamazoo, MI 49007-4707 (Grantor) and the **Michigan Department of Environmental Quality** (MDEQ), whose address is, Constitution Hall, 1st Floor South, P.O. Box 30458, Lansing, Michigan 48909-7958; or 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in City of Kalamazoo, Kalamazoo County, and State of Michigan, legally described in Exhibit A.

MDEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee/Grantor has applied for a Permit (MDEQ File Number 06-39-0022-P) pursuant to Part 303 to authorize activities that will impact regulated wetland. The MDEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

Permittee/Grantor has agreed to grant the MDEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately three (3) acres. A survey map depicting the easement premises is attached as Exhibit C. The MDEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys this Conservation Easement to Grantee pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises consistent with the Permit and the protection of the benefits to the public derived from



wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under MDEQ Permit Number 06-39-0022-P issued on August 25, 2006 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from altering or developing the Easement Premises in any way. This includes, but is not limited to:
 - a) Alteration of the topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
 - d) Dredging, removal, or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching
 - j) Construction of unauthorized utility or petroleum lines;
 - k) Storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
 - l) Use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - m) Placement of billboards or signage, except as otherwise allowed in the Permit or this Agreement;
 - n) Use of the wetland for the dumping of untreated stormwater at a volume that adversely impacts the hydrology of the wetland.
3. Cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation; or to control invasive non-native plant species that endanger the health of native species.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor may perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor shall provide 5 days notice of undertaking any mitigation activity even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement,



shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.

6. Grantor warrants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor warrants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the MDEQ.
8. Grantor warrants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
10. Grantor shall continue to have all rights and responsibilities as owner of the property subject to this Agreement. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Premises, to the extent it may be required by law.
11. Grantee and its authorized employees and agents may enter the Easement Premises upon reasonable notice to Grantor to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for the purpose of taking corrective actions for failure to comply. If Grantee is entering the easement premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. This Agreement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.



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CITY OF KALAMAZOO

AFF-Kalamazoo ROD



M D E Q

AGMT-Kalamazoo ROD

2006-041675

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17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supercede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that MDEQ staff will use for ingress and egress to and from the Easement Premises; or if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes MDEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR: City of Kalamazoo Brownfield Development
Authority

By:

Its:

Robert Miller
Vice CHAIR Robert Miller



CITY OF KALAMAZOO

RFF-Kalamazoo ROD

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M D E Q

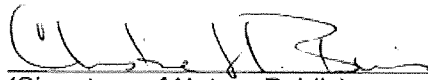
RGMT-Kalamazoo ROD

2006-041675

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09/20/2006 11:26A

STATE OF MICHIGAN }
COUNTY OF Kalamazoo } ss

The foregoing instrument was acknowledged before me on September 8, 2006, by Robert Miller, the Vice-Chair, of the City of Kalamazoo Brownfield Development Authority, on behalf of the organization.



(Signature of Notary Public)

CHRISTINE H. BUEHLER

(Typed or Printed name of Notary Public)

Acting in: Kalamazoo County, Michigan

My Commission Expires: 3-26-11

GRANTEE: State of Michigan Department of Environmental
Quality Land and Water Management Division

By:



Elizabeth M. Browne

Its:

Acting ~~Assistant~~ Division Chief

[Notary of Signature on Next Page]



CITY OF KALAMAZOO

AFF-Kalamazoo ROD

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M D E Q

AGMT-Kalamazoo ROD

2006-041675

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STATE OF MICHIGAN)
COUNTY OF INGHAM) } ss

The foregoing instrument was acknowledged before me on September 18, 2006
by Elizabeth M. Browne, Acting ~~Assistant~~ Division Chief, Land and Water Management
Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

Lynda Kay Jones
(Signature of Notary Public)

Lynda Kay Jones
(Typed or Printed name of Notary Public)



Acting in: Ingham County, Michigan

My Commission Expires: 10/01/07

Form Drafted By:
The Honorable Mike Cox, Attorney General
Department of Attorney General
Environment, Natural Resources, and

Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:

**Michigan Department of Environmental
Quality Land and Water Management
Division
Constitution Hall, 1st Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958**

(May 8, 2006)



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Page: 8 of 12
10/13/2006 01:10P

CITY OF KALAMAZOO

AFF-Kalamazoo ROD



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M D E Q

RGRT-Kalamazoo ROD

EXHIBIT A

LEGAL DESCRIPTION:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 25,
T2N, R11W.

ALSO, THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 LYING
EAST OF THE EASTERLY LINE OF THE GTW RAILROAD RIGHT-OF-WAY, EXCEPT THE EAST 20
RODS (330 FEET). ALSO, EXCEPT THE SOUTH 2 RODS FOR ROAD.



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CITY OF KALAMAZOO

REF-Kalamazoo ROD



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M D E Q

AGMT-Kalamazoo ROD

EXHIBIT A

LEGAL DESCRIPTION:

THE EAST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ SECTION 25, T2N, R11W.

ALSO, THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 25 LYING EAST OF THE EASTERLY LINE OF THE GTW RAILROAD RIGHT-OF-WAY, EXCEPT THE EAST 20 RODS (330 FEET). ALSO EXCEPT THE SOUTH 2 RODS FOR ROAD.

EXHIBIT D

MDEQ staff can access the easement area from the existing parking lot immediately adjacent to the north of Cork Street.



EXHIBIT B

CONSERVATION EASEMENT NO. 1

A CONSERVATION EASEMENT FOR WETLAND POLISHING DESCRIBED AS:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, MICHIGAN, FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, SOUTH 89°03'50" EAST 1856.66 FEET; THENCE PARALLEL TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, NORTH 00°48'31" EAST 105.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16°19'09" WEST 152.96 FEET; THENCE NORTH 05°16'40" WEST 154.00 FEET; THENCE NORTH 84°55'53" EAST 98.50 FEET; THENCE SOUTH 53°08'28" EAST 41.20 FEET; THENCE SOUTH 05°51'24" EAST 187.20 FEET; THENCE SOUTH 02°54'44" WEST 99.20 FEET; THENCE NORTH 89°14'38" WEST 88.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.84 ACRES, MORE OR LESS.

CONSERVATION EASEMENT NO. 2

A CONSERVATION EASEMENT FOR EXISTING WETLANDS DESCRIBED AS:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, MICHIGAN, FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, SOUTH 89°03'50" EAST 1772.85 FEET; THENCE PARALLEL TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, NORTH 00°48'31" EAST 110.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°53'41" WEST 181.37 FEET; THENCE NORTH 90°00'00" WEST 27.30 FEET; THENCE NORTH 10°05'23" WEST 42.98 FEET; THENCE SOUTH 87°49'22" WEST 156.72 FEET; THENCE NORTH 01°48'37" WEST 228.76 FEET; THENCE NORTH 66°49'13" WEST 27.97 FEET; THENCE NORTH 04°37'26" WEST 397.86 FEET; THENCE NORTH 49°55'30" EAST 27.04 FEET; THENCE NORTH 06°00'52" WEST 182.87 FEET; THENCE SOUTH 86°49'23" EAST 34.54 FEET; THENCE SOUTH 13°41'00" EAST 145.80 FEET; THENCE SOUTH 88°12'42" EAST 61.35 FEET; THENCE SOUTH 13°28'37" WEST 139.77 FEET; THENCE SOUTH 58°01'05" WEST 72.29 FEET; THENCE SOUTH 04°40'54" EAST 211.29 FEET; THENCE SOUTH 71°34'51" EAST 72.71 FEET; THENCE SOUTH 46°05'13" EAST 146.29 FEET; THENCE SOUTH 71°34'51" EAST 72.71 FEET; THENCE SOUTH 11°53'46" WEST 112.44 FEET; THENCE SOUTH 11°59'53" EAST 266.76 FEET; THENCE NORTH 89°59'40" WEST 33.89 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 2.11 ACRES, MORE OR LESS.



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CITY OF KALAMAZOO

AFF-Kalamazoo ROD



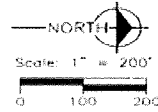
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Page: 8 of 9
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M D E O

AGMT-Kalamazoo ROD

CONSERVATION EASEMENTS

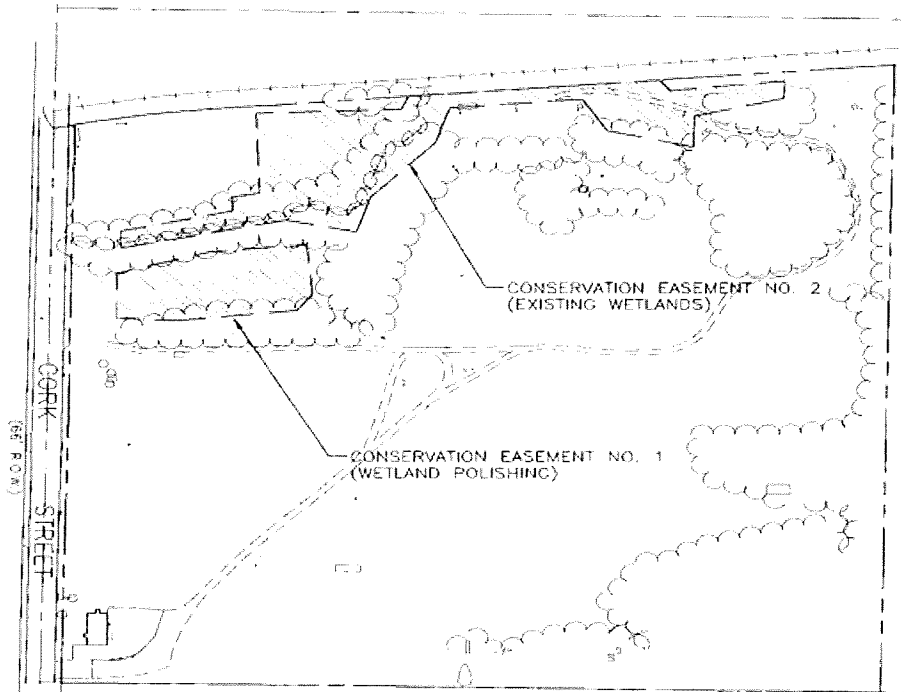
EXHIBIT C



SOUTHWEST CORNER, SECTION 25,
TOWN 2 SOUTH, RANGE 11 WEST
FOUND: MONUMENT
PK NAIL IN EAST SIDE OF 24" LOCUST, N25°W 66.9'
NAIL & TAG EAST SIDE OF UTILITY POLE, S45°W 45.6'
PK NAIL IN WEST SIDE OF 12" MAPLE, S10°W 50.6'
NORTHEAST CORNER CONCRETE SIGNAL BASE, S10°E 38.05'



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Fishbeck, Thompson, Cser & Huber
Engineers • Scientists • Architects
Grand Rapids, Michigan (616) 375-5024
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City of Kalamazoo
Kalamazoo, Michigan
Conservation Easements
Section 25, T2S, R11W

PROJECT NO.
C04346
FIGURE NO.
EXHIBIT
C

NOT FOR CONSTRUCTION. EASEMENTS TO BE SHOWN.

EXHIBIT F

Stormwater Area

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 00° 48' 31" EAST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 A DISTANCE OF 651.89 FEET; THENCE NORTHWESTERLY 412.91 FEET ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FULL CIRCLE DRIVE AND ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43° 36' 06" WEST 372.39 FEET; THENCE NORTH 88° 14' 21" WEST ON SAID NORTHEASTERLY RIGHT OF WAY LINE 128.42 FEET; THENCE NORTH 00° 48' 31" EAST 31.84 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE NORTH 89° 11' 29" WEST 45.00 FEET; THENCE NORTH 00° 48' 31" EAST 230.00 FEET; THENCE SOUTH 89° 11' 29" EAST 45.00 FEET; THENCE SOUTH 00° 48' 31" WEST 230.00 FEET TO THE POINT OF BEGINNING.

AND:

THAT PART OF THE SOUTHWEST ¼ OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, MICHIGAN, FURTHER DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89 DEGREES 03 MINUTES 50 SECONDS WEST, 266.82 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 10 SECONDS WEST, 33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CORK STREET ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF CORK STREET NORTH 89 DEGREES 03 MINUTES 50 SECONDS WEST, 414.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 492.52 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 44 SECONDS EAST, 138.45 FEET; THENCE NORTH 24 DEGREES 45 MINUTES 56 SECONDS EAST, 117.59 FEET; THENCE NORTH 17 DEGREES 55 MINUTES 03 SECONDS WEST, 66.52 FEET TO THE POINT OF A NON-TANGENT CURVE HAVING A 71.00 FOOT RADIUS TO THE RIGHT; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE 29.52 FEET, LONG CHORD BEARING SOUTH 60 DEGREES 56 MINUTES 42 SECONDS EAST, 29.31 FEET; THENCE SOUTH 17 DEGREES 55 MINUTES 03 SECONDS EAST, 40.56 FEET; THENCE SOUTH 64 DEGREES 16 MINUTES 52 SECONDS EAST, 74.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 91.79 FEET; THENCE SOUTH 21 DEGREES 24 MINUTES 28 SECONDS WEST, 189.51 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 03 SECONDS EAST, 80.15 FEET; THENCE SOUTH 28 DEGREES 52 MINUTES 07 SECONDS EAST, 125.97 FEET; THENCE SOUTH 53 DEGREES 02 MINUTES 28 SECONDS EAST, 166.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 84.01 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 58 SECONDS EAST, 61.70 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 10 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 3.48 ACRES, MORE OR LESS.

AND:

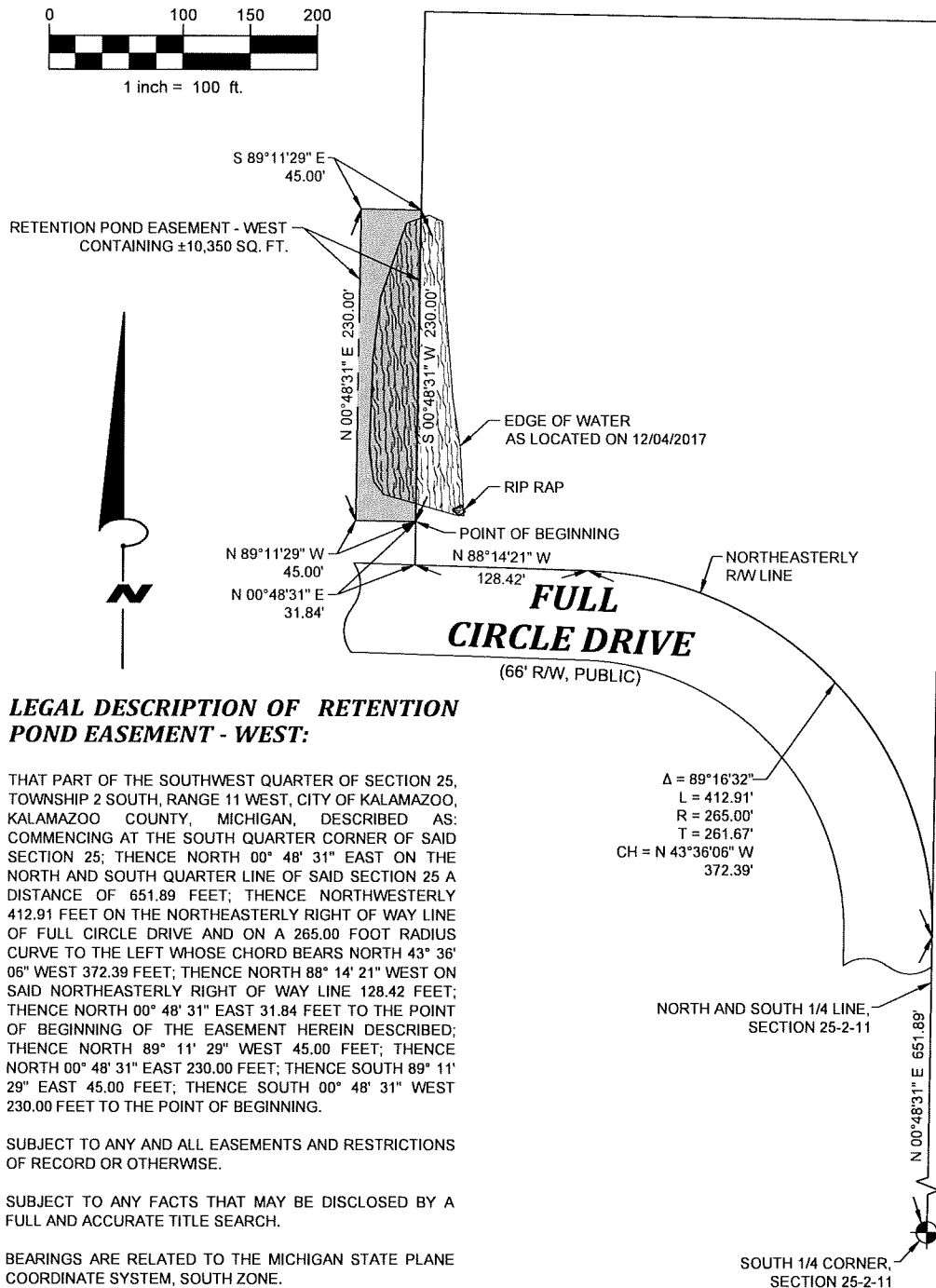
A 20-FOOT WIDE EASEMENT FOR STORM SEWER PURPOSES OVER PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, LYING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89°03'50" WEST 47.24 FEET; THENCE PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID

SECTION, NORTH 00°48'31" EAST 464.43 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT CENTERLINE; THENCE SOUTH 88°57'51" EAST 27.00 FEET; THENCE NORTH 08°11'07" WEST 347.80 FEET; THENCE NORTH 53°24'28" WEST 127.63 FEET; THENCE NORTH 81°47'28" WEST 128.79 FEET TO A REFERENCE POINT; THENCE SOUTH 75°27'55" WEST 269.55 FEET; THENCE SOUTH 26°09'26" WEST 128.68 FEET TO A POINT OF ENDING; THENCE BEGINNING AT SAID REFERENCE POINT; THENCE NORTH 38°39'21" WEST 52.61 FEET TO A POINT OF ENDING ON THE NORTH LINE OF FULL CIRCLE DRIVE; THENCE BEGINNING AT SAID REFERENCE POINT; THENCE SOUTH 01°45'39" WEST 52.61 FEET TO A POINT OF ENDING. CONTAINS 0.49 ACRES, MORE OR LESS. THE SIDE LINES OF THIS EASEMENT ARE INTENDED TO EXTEND OR SHORTEN TO MEET AT ANGLE POINTS AND TERMINATE AT THE NORTH LINE OF FULL CIRCLE DRIVE.

AND:

AN EASEMENT FOR DRAINAGE PURPOSES OVER PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89°03'50" WEST 680.95 FEET; THENCE NORTH 00°00'00" EAST 63.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST 23.22 FEET; THENCE NORTH 57°36'44" WEST 75.80 FEET; THENCE NORTH 33°41'58" WEST 24.48 FEET; THENCE SOUTH 21°40'23" WEST 16.52 FEET; THENCE NORTH 73°06'02" WEST 25.46 FEET; THENCE NORTH 17°00'46" WEST 100.68 FEET; THENCE NORTH 10°24'41" WEST 185.24 FEET; THENCE NORTH 50°44'45" WEST 70.68 FEET; THENCE NORTH 39°15'15" EAST 30.00 FEET; THENCE SOUTH 50°44'45" EAST 155.17 FEET; THENCE SOUTH 07°41'02" EAST 71.29 FEET; THENCE SOUTH 55°09'21" EAST 15.19 FEET; THENCE NORTH 90°00'00" EAST 23.92 FEET; THENCE SOUTH 02°05'44" EAST 78.57 FEET; THENCE SOUTH 23°53'52" WEST 57.87 FEET; THENCE SOUTH 33°41'58" EAST 33.62 FEET; THENCE SOUTH 57°36'44" EAST 60.74 FEET; THENCE NORTH 90°00'00" EAST 14.51 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINS 0.65 ACRES, MORE OR LESS.

**SKETCH OF RETENTION POND EASEMENT - WEST
IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH,
RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN**



CITY OF KALAMAZOO, KALAMAZOO COUNTY

SECTION 25, T 2 S, R 11 W

A-170764

W+ WIGHTMAN

2303 Pipestone Road, Benton Harbor, MI 49022
433 East Ransom Street, Kalamazoo, MI 49007
1670 Lincoln Road, Allegan, MI 49010

269.927.0100
269.327.3532
269.673.8465
www.gowightman.com

CLIENT HARBOR FARMZ M.M.C.C.

JOB No. 170764

DATE: JANUARY 7, 2020

SCALE: 1" = 100'

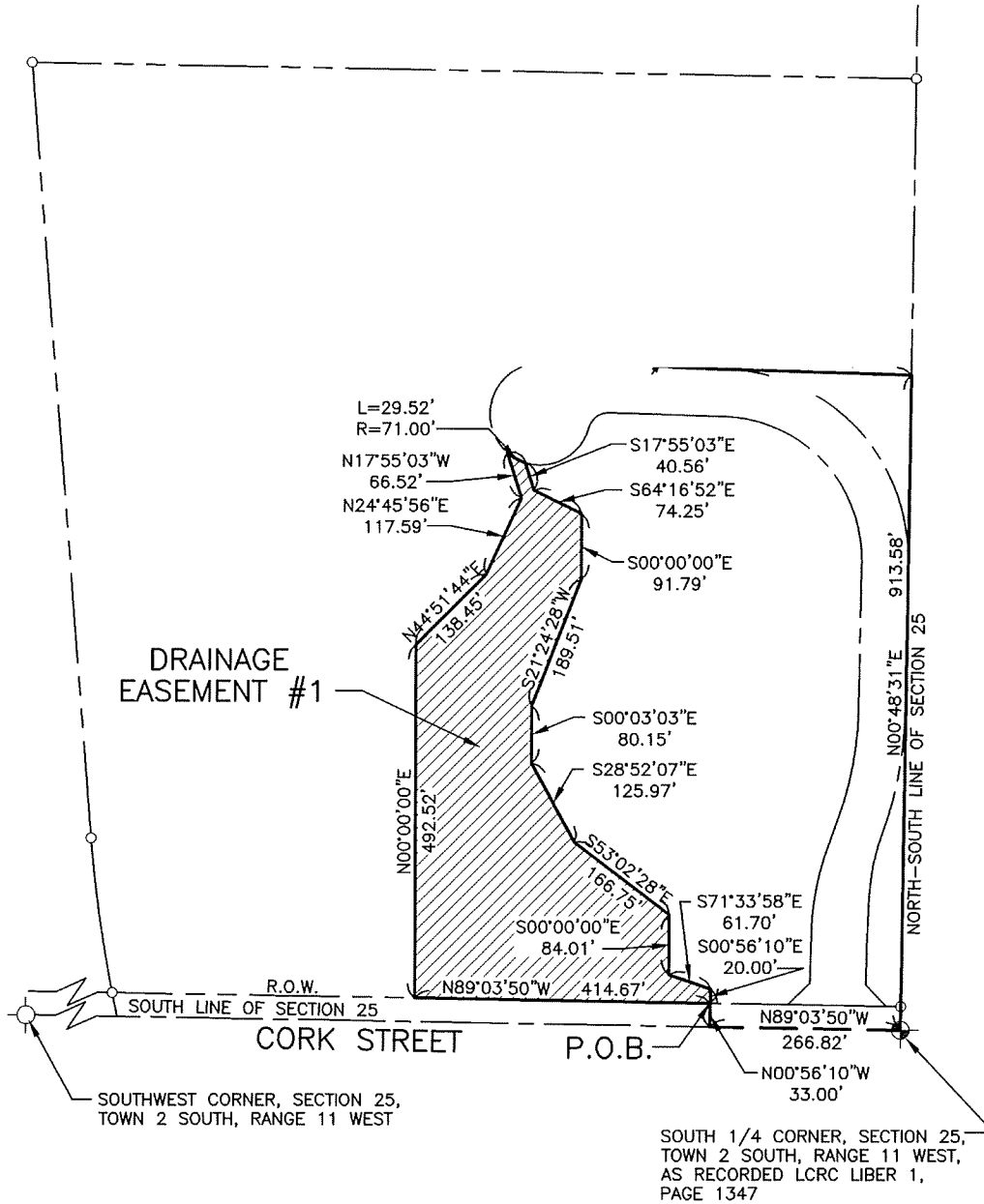
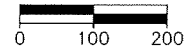
DRAWN BY: ACE

CHECKED BY: GDH

DRAINAGE EASEMENT EXHIBIT B



Scale: 1" = 200'



PROPOSED STORM SEWER EASEMENT



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Kalamazoo
Kalamazoo County, Michigan

Proposed Storm Sewer Easement
2805 East Cork Street

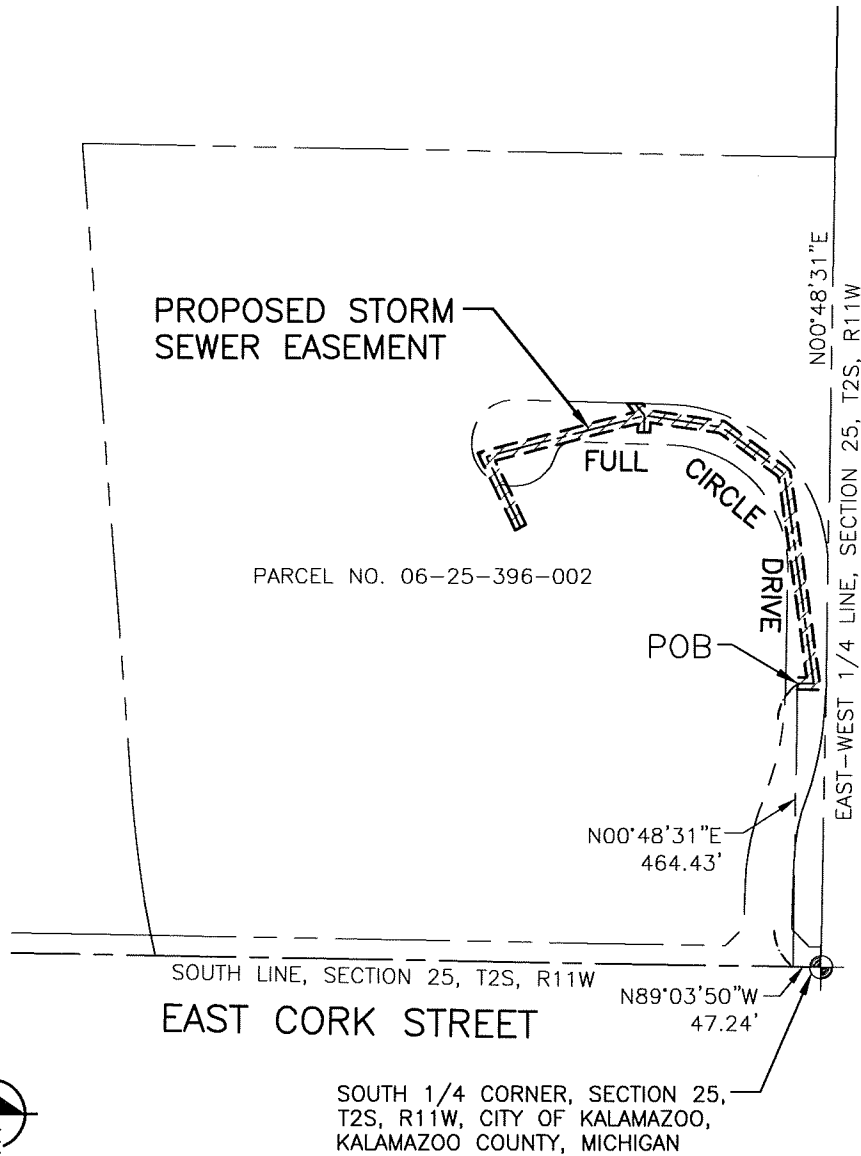
01/21/20

PROJECT NO.

191439

FIGURE NO.

1 of 4



SCALE: 1" = 300'
0 150 300

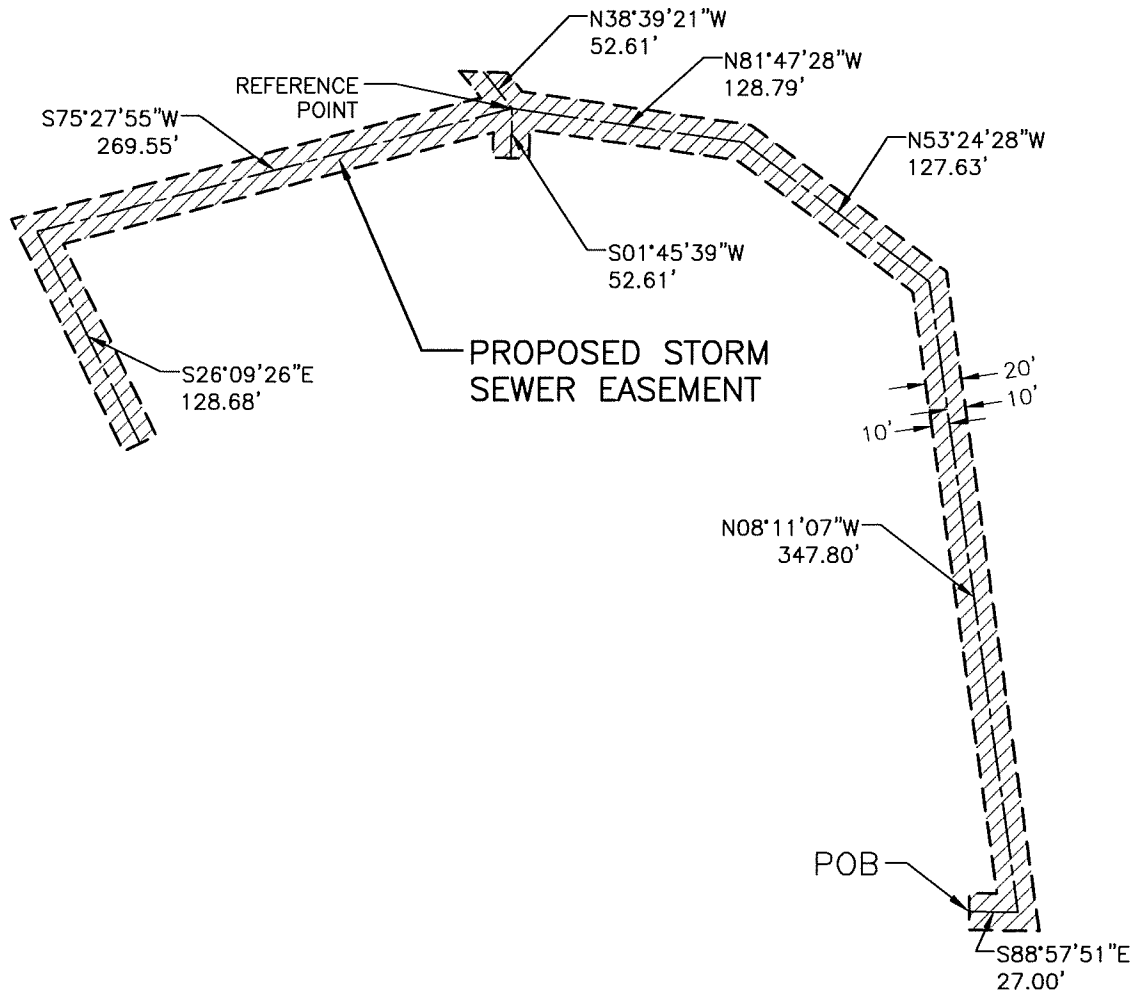
PLOT INFO: Z:\2019\191439\CAD\SURVEY\191439 STORM SEWER EASEMENT.DWG LAYOUT: LAYOUT1 DATE: 1/21/2020 TIME: 10:27:24 AM USER: RJP

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
www.ftch.com

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BASIS OF BEARING: SOUTH LINE OF SECTION 25, T2S, R11W, PER KALAMAZOO COUNTY TAX DESCRIPTION

PROPOSED STORM SEWER EASEMENT



fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Kalamazoo
Kalamazoo County, Michigan

Proposed Storm Sewer Easement
2805 East Cork Street

01/21/20

PROJECT NO.

191439

FIGURE NO.

2 of 4

BASIS OF BEARING: SOUTH LINE OF SECTION 25, T2S, R11W, PER KALAMAZOO COUNTY TAX DESCRIPTION

PLOT INFO: Z:\2019\191439\CAD\SURVEY\191439 STORM SEWER EASEMENT.DWG LAYOUT: LAYOUT1 DATE: 1/21/2020 TIME: 10:27:41 AM USER: MLNITENGAL

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
www.ftch.com

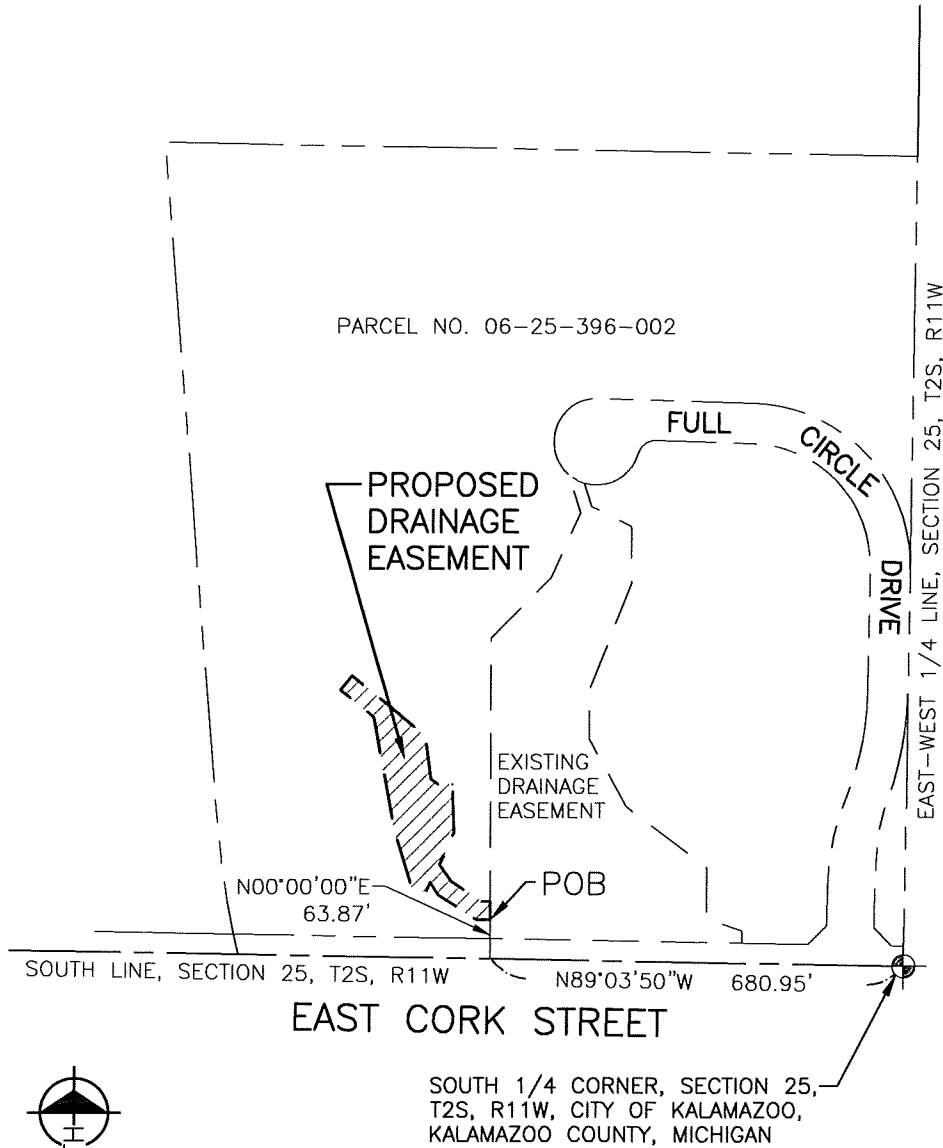
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PROPOSED DRAINAGE EASEMENT



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Kalamazoo
Kalamazoo County, Michigan
Proposed Drainage Easement
2805 East Cork Street



SCALE: 1" = 300'
0 150 300

PLOT INFO: Z:\2019\191439\CA\SURVEY\191439 DRAINAGE EASEMENT 1.DWG LAYOUT: LAYOUT1 DATE: 1/21/2020 TIME: 10:36:13 AM USER: MLNITENGAL

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
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BASIS OF BEARING: SOUTH LINE OF SECTION 25, T2S, R11W, PER KALAMAZOO COUNTY TAX DESCRIPTION

01/21/20

PROJECT NO.

191439

FIGURE NO.

1 of 4

PROPOSED DRAINAGE EASEMENT



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

City of Kalamazoo
Kalamazoo County, Michigan
Proposed Drainage Easement
2805 East Cork Street

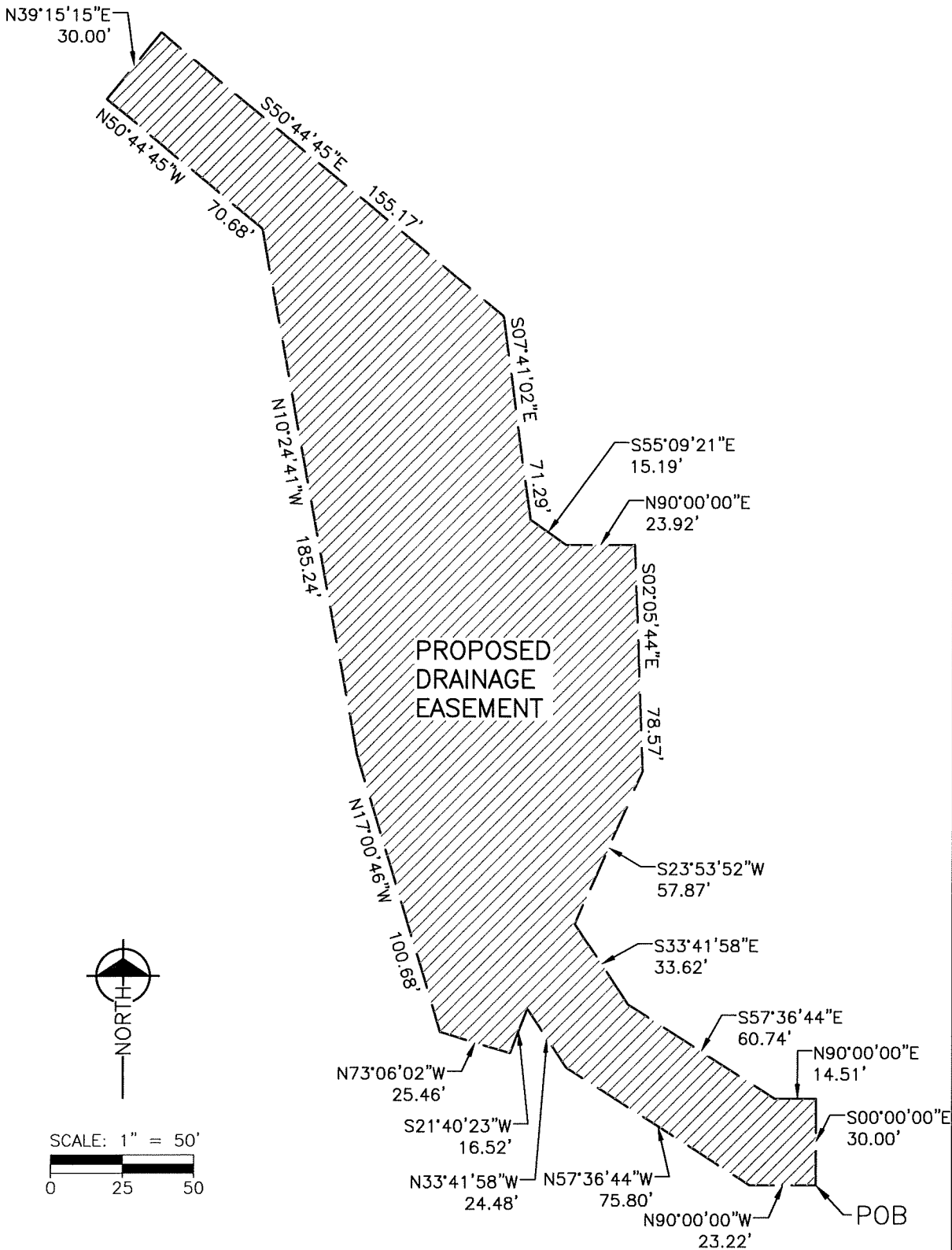
01/21/20

PROJECT NO.

191439

FIGURE NO.

2 of 4



PLOT INFO: Z:\2019\191439\CAD\SURVEY\191439 DRAINAGE EASEMENT 1.DWG LAYOUT: LAYOUT1 DATE: 1/21/2020 TIME: 10:36:41 AM USER: MILITENGSALE

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE
www.ftch.com

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BASIS OF BEARING: SOUTH LINE OF SECTION 25, T2S, R11W, PER KALAMAZOO COUNTY TAX DESCRIPTION

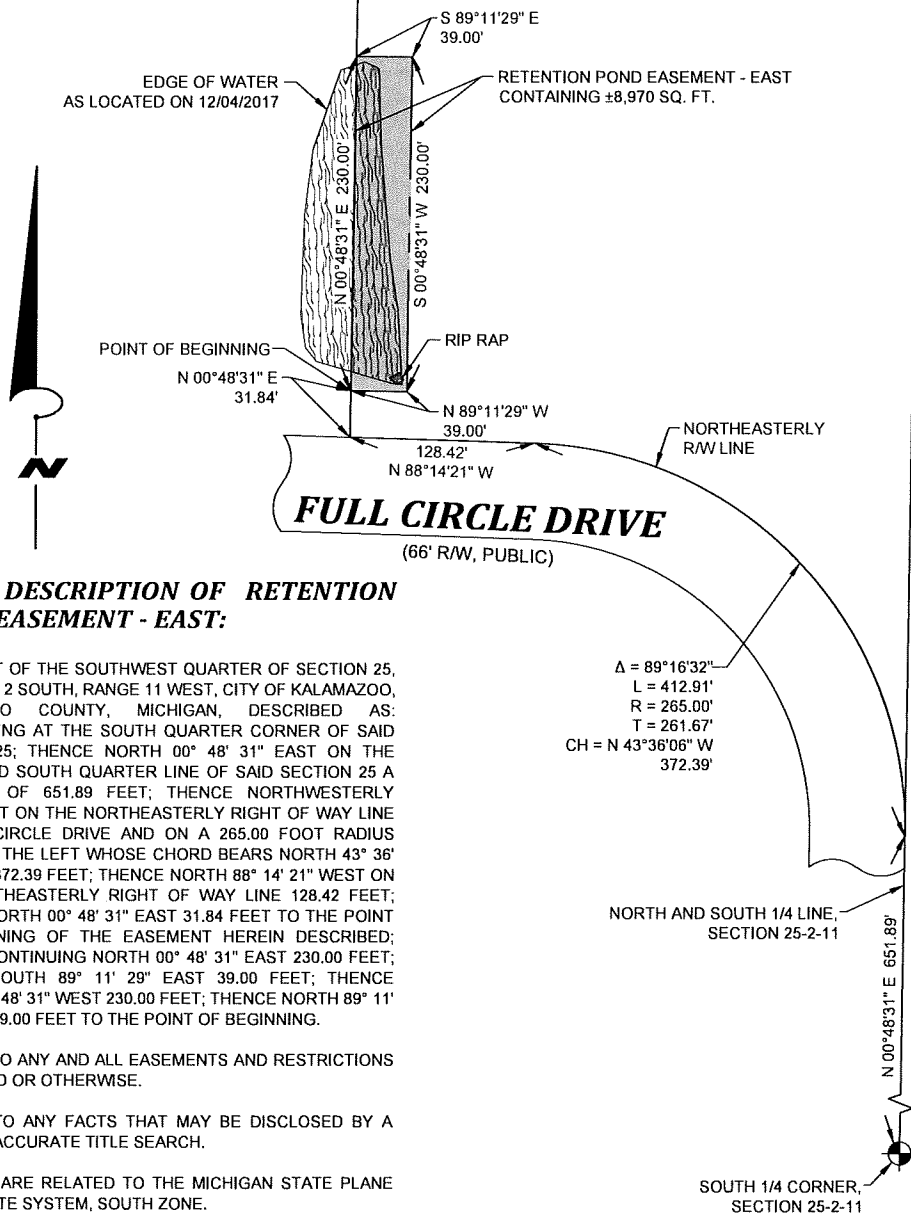
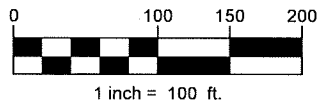
EXHIBIT G

Easement Area

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 00° 48' 31" EAST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 A DISTANCE OF 651.89 FEET; THENCE NORTHWESTERLY 412.91 FEET ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FULL CIRCLE DRIVE AND ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43° 36' 06" WEST 372.39 FEET; THENCE NORTH 88° 14' 21" WEST ON SAID NORTHEASTERLY RIGHT OF WAY LINE 128.42 FEET; THENCE NORTH 00° 48' 31" EAST 31.84 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 00° 48' 31" EAST 230.00 FEET; THENCE SOUTH 89° 11' 29" EAST 39.00 FEET; THENCE SOUTH 00° 48' 31" WEST 230.00 FEET; THENCE NORTH 89° 11' 29" WEST 39.00 FEET TO THE POINT OF BEGINNING.

**SKETCH OF RETENTION POND EASEMENT - EAST
IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH,
RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN**



**LEGAL DESCRIPTION OF RETENTION
POND EASEMENT - EAST:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 00° 48' 31" EAST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 25 A DISTANCE OF 651.89 FEET; THENCE NORTHWESTERLY 412.91 FEET ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FULL CIRCLE DRIVE AND ON A 265.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 43° 36' 06" WEST 372.39 FEET; THENCE NORTH 88° 14' 21" WEST ON SAID NORTHEASTERLY RIGHT OF WAY LINE 128.42 FEET; THENCE NORTH 00° 48' 31" EAST 31.84 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 00° 48' 31" EAST 230.00 FEET; THENCE SOUTH 89° 11' 29" EAST 39.00 FEET; THENCE SOUTH 00° 48' 31" WEST 230.00 FEET; THENCE NORTH 89° 11' 29" WEST 39.00 FEET TO THE POINT OF BEGINNING.

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

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

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

$$\begin{aligned}\Delta &= 89^{\circ}16'32'' \\ L &= 412.91' \\ R &= 265.00' \\ T &= 261.67' \\ CH &= N 43^{\circ}36'06'' W \\ &372.39'\end{aligned}$$



2303 Pipestone Road, Benton Harbor, MI 49022
433 East Ransom Street, Kalamazoo, MI 49007
1670 Lincoln Road, Allegan, MI 49010

269.927.0100
269.327.3532
269.673.8465
www.gowightman.com

CLIENT: HARBOR FARMZ M.M.C.C.

JOB No: 170764

DATE: JANUARY 7, 2020

SCALE: 1" = 100'

DRAWN BY: ACE

CHECKED BY: GDH

CITY OF KALAMAZOO, KALAMAZOO COUNTY

SECTION 25, T 2 S, R 11 W

A-170764



City Commission Agenda Report

City of Kalamazoo

Date: **6/15/2020**

Item: **H.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by:
Prepared by: Steve Brown, Foundation for Excellence Manager

DATE: June 15, 2020

SUBJECT: Digital Access for All Partnership and FFE Allocation

RECOMMENDATION:

It is recommended that the City Commission approve the five-party Digital Access for All (DAFA) agreement between the City, Kalamazoo Public Schools, Kalamazoo Public Library, Kalamazoo Promise, and Kalamazoo Community Foundation for a period of June 30, 2020 to August 31, 2021, amend the budget to allocate \$200,000 from fund balance of the Foundation for Excellence Aspirational Fund, authorize the City Attorney to negotiate the partnership agreement, and authorize City Manager Ritsema to sign all related documents.

BACKGROUND:

A new partnership in Kalamazoo has created a plan to provide Wi-Fi routers with unlimited Internet service to 1,000 households of Kalamazoo Public School students that do not have Internet access at no cost. The partnership, known as Digital Access for All (DAFA), includes Kalamazoo Public Schools (KPS), Kalamazoo Public Library (KPL), The Kalamazoo Promise (The Promise), the Kalamazoo Community Foundation (KZCF), and the City of Kalamazoo (The City) with funding proposed to be provided by the Foundation for Excellence (FFE).

The partnership began on April 2, 2020, when the implications of Governor Gretchen Whitmer's "Stay Home, Stay Safe" order became clear, resulting in pre-kindergarten through 12th grade students learning at home due to the COVID-19 pandemic. Instructional and support services are being provided by teachers and staff through online communication to students to the greatest extent possible, but not all students have Internet access.

Along with KPS's supplying of laptops to all students, the DAFA partnership eliminates a major hurdle to distance learning that faces many students in Kalamazoo. The goal of this partnership is to create a more level playing field for Internet access and to enhance access for online

education services so all students can learn. This initiative relies on the collaboration, resources, and shared accountability of its partners. KPS and The Promise will each provide \$50,000 toward the anticipated program cost of \$200,000 in year one, and the City, with FFE support, will cover remaining expenses and provide sustainability long-term. The Kalamazoo Public Library will manage and lend the devices. For donations to support the program, the Kalamazoo Community Foundation has created a designated fund specific to DAFA.

In order to provide Internet access to students who do not have it, hotspots and services are being purchased for KPS students to borrow from the KPL as a part of the already established OneCard Program, which allows students to borrow books, movies, and other items through the library. The Project will start in June 2020 with the City of Kalamazoo (through the Foundation for Excellence) following City Commission approval on June 15, 2020 and subject to any necessary approval by all other Partners and conclude on August 31, 2021 (Year One). Once the COVID-19 crisis has passed, the need for all students to have access to the Internet will remain, and the partnership has stated its intention to continue in future years with this solution, or by working toward even better solutions for universal Internet in Kalamazoo.

Eligible participants must be KPS students participating in the OneCard Program. Families that have identified themselves as having “No access” will be offered priority registration. Only one device per street address and residence will be permitted. Further information will be provided to families by KPS in the coming weeks.

STRATEGIC VISION ALIGNMENT:

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



Youth Development - A place with supports where young people thrive

Discussion: This program significantly closes the digital divide between those who have in-home access to Internet and those who do not, thereby making distance learning more equitable.



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

Discussion: This program invests in extending digital infrastructure to youth and families that previously lacked access or affordable access.



Shared Prosperity - Abundant opportunities for all people to prosper

Discussion: This program removes a major barrier and opens up significant new education and employment resources, contributing to the three areas of jobs, youth, and families.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: The exploratory group for this project included the five official partners as well as Kalamazoo Youth Development Network, Western Michigan University, Kalamazoo Regional Education Service Agency, and multiple technology area experts and service providers.

Engagement/Communication Tools: Surveys to families/households, exploration meetings held by Zoom, research calls held by Zoom.

FISCAL IMPACT:

The initial cost of this program is anticipated to be \$200,000. This funding would be provided through the above referenced budget amendment allocating fund balance from the Foundation for Excellence Aspirational Projects Fund.



City Commission Agenda Report

Date: **06/15/20**

City of Kalamazoo

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

FROM: James K. Ritsema, ICMA-CM, City Manager

DATE: June 15, 2020

SUBJECT: Follow Up Action Steps to Events of May 30 – June 2

Attached please find an outline of action steps in response to the events which have occurred in Kalamazoo since May 30. I will discuss this plan at the June 15 City Commission meeting.

As we move forward together on this important and necessary work with the community, we know that this is just the beginning and that there is much more to do. We will continue to strive for greater diversity, equity and inclusion not only in our Public Safety endeavors, but everything we do to serve the community.



COMMITMENT TO AN EQUITABLE AND RESPONSIVE PUBLIC SAFETY DEPARTMENT AND CITY GOVERNMENT

VISION

*The City of Kalamazoo and Kalamazoo Public Safety are equitable organizations that
are responsive to community voices*

PRESENT – SIX MONTHS:

- 1. Independent investigations related to protests of May 30 – June 2:**
 - a. Review of police response to answer the following questions:
 - i. Did Public Safety follow procedures?
 - ii. Are Public Safety's procedures appropriate?
 - iii. What recommendations could improve future response?
 - b. Review of Public Safety policies, through an equity lens, directly related to events surrounding and leading up to protests.
 - c. Community Public Safety Review and Appeals Board (CPSRAB) will be involved in selection of outside investigator.
 - d. Addition of a Public Information Officer to improve public communication
- 2. Updated Traffic Stop Study:**
 - a. Review actions taken since 2013 Traffic Stop Study
 - b. Begin updated Traffic Stop Study
- 3. Internal review and role of CPSRAB:**
 - a. Begin analysis of how to strengthen Public Safety internal review process and review roles and responsibility of CPSRAB

ONGOING:

- 1. Increased training for Public Safety and City of Kalamazoo staff, including:**
 - a. History of racism in the United States
 - b. History of racism and protest in Kalamazoo
 - c. Implicit biases
- 2. Strengthen relationships within community:**
 - a. Create opportunities for community to share their experiences with Public Safety
 - b. Community healing conversations
 - c. Learn from communities that have strong relationships between law enforcement and community