



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, February 9, 2015

7:00 p.m.

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Head Elder Isaac Kubvoruno, Kalamazoo Seventh-day Adventist Church**
2. Pledge of Allegiance
3. Introduction of Guests
 - a. Central County Transportation Authority Update, Linda Teeter and Greg Rosine
4. Proclamations
 - a. Douglas Community Association 95th Anniversary

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. [Calendar of Upcoming Meetings](#)

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve items “1-7” and authorize the City Manager to sign all documents on behalf of the City)

1. [Approval of a one-year contract extension with Alexander Chemical Corporation for the purchase of fluorosilic acid in the amount of \\$112,000.](#)
2. [Approval of the purchase of one \(1\) street sweeper from Bell Equipment Company through a State of Michigan Mi-Deal contract for a total expenditure of \\$184,454.](#)
3. [Adoption of a **RESOLUTION** approving the City of Kalamazoo’s Amended and Restated Brownfield Plan \(Amendment No. 25\).](#)
4. [Approval of a sale and purchase agreement with Kalamazoo Charter Township for a strip of land at 1720 Riverview for public right-of-way purposes.](#)

5. Acceptance of funding from King Westwood Elementary School in the amount of \$1,375 to fund the Lunch and Learn Recess program two days per week from January 21st – May 28th, 2015.
6. Acceptance of funding from Spring Valley Elementary School in the amount of \$1,079 to fund the Lunch and Learn Recess program two days per week from January 19th – March 27th, 2015.
7. Acceptance of grant funding from the Kalamazoo Community Foundation in the amount of \$10,000 for the Kalamazoo Group Violence Intervention Project

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

The "Citizen Comments" portion of the meeting is a time for citizens to make comments; it is not intended to be a forum for debate or a time for question-answer dialogues with the City Commission or staff. In general, Commissioners do not directly respond to speakers during citizen comment periods. At the conclusion of a speaker's remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during "Commissioner Comments."

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

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

O. ADJOURNMENT

ADDITIONAL INFORMATION

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

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

The Kalamazoo City Commission 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). The meetings are rebroadcast on Tuesdays at 8:00 a.m., Wednesdays, at 1:00 a.m., and Thursdays at 3:00 p.m.

GUIDELINES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS

Welcome to the Kalamazoo City Commission meeting, and thank you for your participation in Kalamazoo local government. The City Commission recognizes that citizens who make the effort to attend a Commission meeting often feel passionately about an issue. The following guidelines are not meant to discourage individual expression; rather, they exist to facilitate the orderly conduct of business and to ensure that all citizens who wish to address the City Commission are able to do so in an atmosphere of civility and respect, without fear or intimidation.

1. Out of respect for business being conducted during the meeting, please turn off all cell phones and pagers prior to the start of the meeting.
2. In an effort to maintain order and to allow a respectful discussion, please do not make comments from the audience area. Audience members should also refrain from applause or other audible noise at times not formally recognized as appropriate by the meeting chair.
3. Citizens have opportunities to address the Commission at the following times during a meeting:
 - a. Consideration of Regular Agenda items. Citizens are permitted to speak to the Commission on Regular Agenda and Unfinished Business prior to the City Commission voting, except those votes setting a public hearing. (Note: The Consent Agenda is a list of items proposed for City Commission approval to be voted upon all at one time. This is a time-saving procedure as most Consent Agenda items are housekeeping measures. A citizen may request an item be removed from the Consent Agenda for individual consideration or discussion.) Comments must be germane to the specific item under consideration.
 - b. The Citizen Comment period near the end of the meeting is for comment on Agenda or Non-Agenda items.

4. To address the City Commission, please sign in at the podium near the Clerk's station and then proceed to the podium directly in front of the dais when invited by the meeting chair. Before beginning your comments, please clearly state your name for the record and whether you reside within the city limits. Comments are limited to four minutes.

5. Signs, placards and banners are permitted in Chambers during open meetings but only along the perimeter of the room (side and back walls) and only if they do not obstruct the vision of others.

If you have any questions, please feel free to contact the City Clerk's Office at 269.337.8792



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

Special Meeting Notice

The City Commission will meet in special session on Saturday, February 28, 2015 at 8:00 a.m. in the Metro Transit Governing Board Room, located at 530 North Rose Street. The purpose of the meeting is to review the City Commission's 2014-2015 Priorities.

Regular Business Meetings – 7:00 p.m. in the City Commission Chambers

February 16th and March 2nd

Regular Neighborhood Meetings – 6:00 p.m. in the Community Room at City Hall

February 16th

Advisory Boards, Commissions and Committees (next two weeks)

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, February 10, 2015 at 7:00 p.m., in the Third Floor Conference Room at City Hall.

The **Employee Retirement System Board of Trustees** will meet on Wednesday, February 11, 2015 at 8:00 a.m. on the Third Floor Conference Room at City Hall.

The **Traffic Board** will meet on Thursday, February 12, 2015 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Community Development Act Advisory Committee** will meet on Thursday, February 12, 2015 at 6:30 p.m., in the Community Room at City Hall.

The **Zoning Board of Appeals** will meet on Thursday, February 12, 2015 at 7:00 p.m., in the in the City Commission Chambers at City Hall.

The **Friends of Recreation Board** will meet on Monday, February 16, 2015 at 11:30 a.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.

The **Downtown Development Authority** will meet on Monday, February 16, 2015 at 3:00 p.m., in the Community Room at City Hall.



Commission Agenda Report

C i t y o f K a l a m a z o o

Date: **02/02/15**
Item **F1**

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

FROM: James Ritsema, ICMA-CM, City Manager
Reviewed By: Sue Founé, Public Services Director
Prepared By: Thomas Spitzner, Water Operations Supervisor

Handwritten signatures in blue ink, including one that appears to be "SF" and another that is more stylized.

DATE: January 23, 2015

SUBJECT: Purchase of Fluorosilic Acid for Water Treatment

RECOMMENDATION

It is recommended that the City Commission approve a one-year contract extension for the purchase of fluorosilic acid from Alexander Chemical Corporation, Lisle, Illinois, in the amount of \$112,000.

BACKGROUND

The fluorosilic acid contract was bid in February 6, 2014 and Alexander Chemical Corporation was the only bidder.

The City of Kalamazoo has been adding fluoride to the public drinking water supply since 1952. The decision to add fluoride was based on several studies and the recommendation of the State of Michigan Department of Public Health.

The addition of fluoride to public water supplies in the United States has been shown in numerous studies to significantly improve overall dental health and substantially reduce the incidence of dental caries. The use of fluoride in public drinking water supplies has also been characterized by the Center for Disease Control and Prevention (CDC) as one of the top ten public health advancements in the last 100 years; and is strongly supported by local, state and federal representatives and the American Dental Association (ADA).

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation or additional public input.

FISCAL IMPACT

The term of this contract begins March 1, 2015 and expires February 29, 2016. Funds in the amount of \$112,000 for the purchase of fluorosilic acid are included in the 2015 Water Division Budget. The 2015 portion of this one-year contract will be \$92,000.00 and the 2015 portion will be \$20,000.00.

ALTERNATIVES:

An alternative would be to discontinue addition of fluoride to the drinking water. Given the health benefits and documented benefit to the overall dental health of City water customers, discontinuing the use of fluoride is not recommended. While addition of fluoride to the City's water supply is not required, it is regulated by the Michigan Department of Environmental Quality (MDEQ). If the City would discontinue the use of fluoride, notification would have to be made to the MDEQ.

ATTACHMENTS

None



Commission Agenda Report

Date: **02/02/15**

Item **F2**

City of Kalamazoo

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

FROM: James K. Ritsema, IMCA-CM, City Manager
Reviewed by: Sue Founé, Public Services Managing Director
Prepared by: Craig Norrod, Fleet Director

A handwritten signature in black ink, appearing to be "SR", located to the right of the "FROM:" section.

DATE: January 26, 2015

SUBJECT: Purchase of Street Sweeper

RECOMMENDATION

It is recommended that the City Commission approve the purchase of one (1) Street Sweeper from Bell Equipment Company through Michigan Mi-deal contract #1300075 339973 for a total expenditure of \$184,454.

BACKGROUND

In years past, the City of Kalamazoo has participated in cooperative purchasing agreements throughout the State of Michigan as a way to reduce procurement cost for the purchase of fleet vehicles. A comprehensive evaluation of sweepers was conducted that determined the 3 wheel, "rear steer" style sweeper is the best option for the City of Kalamazoo. Therefore, we are utilizing the available State MI-deal pricing for this item.

This sweeper will replace a 13 year old fully depreciated sweeper that is in poor mechanical and physical condition. The new sweeper will be used by Field Services staff performing street cleaning and storm water preventive maintenance.

COMMUNITY RESOURCES CONSULTED

This recommendation did not require advisory board consultation or additional public input.

FISCAL IMPACT

Funding for this purchase is included in the Department of Public Services 2015 General Fund Capitol improvement budget. By purchasing this equipment on a State bid the City will save additional cost of manpower associated with a formal bid process.

ALTERNATIVES

The City could also decide to delay this purchase until 2016 or beyond. However, these alternatives would not be recommended as the vehicle being replaced will minimize our risk for costly repairs due to its age and condition; safety concerns due to the current sweepers physical condition; and a new sweeper will help us stay compliant with storm water regulations.

ATTACHMENTS

None



Commission Agenda Report

Date: **02/02/15**

Item **F3**

City of Kalamazoo

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

FROM: James K. Ritsema, City Manager, ICMA CM
Prepared By: Jerome R. Kisscorni, Assistant City Manager/ED Director

DATE: January 21, 2015

SUBJECT: Resolution Adopting and Approving the Amended and Restated Brownfield Plan (Amendment No. 25) Implemented by the City of Kalamazoo Brownfield Redevelopment Authority

RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving an amendment to the City of Kalamazoo's Brownfield Plan [Amended and Restated Brownfield Plan (Amendment No. 25)] implemented and recommended for approval by the City of Kalamazoo Brownfield Redevelopment Authority following a public hearing before the Brownfield Redevelopment Authority.

BACKGROUND

Periodically, the Brownfield Redevelopment Authority (BRA) requests that the City Commission adopt an amendment to the then current Brownfield Plan. The current version of the plan is Amended and Restated Brownfield Plan (Amendment No. 24). The Brownfield Redevelopment Authority is recommending the adoption of Amended and Restated Brownfield Plan (Amendment No. 25).

The particulars of Plan Amendment 25 consist of the addition of one chapter and amendment of one chapter, and are summarized in the attached Summary of Significant Changes. The added chapter reflects privately-owned property, owned by NoMi Developers, LLC. The amended chapter reflects changes associated with real estate purchases, real estate swaps and parcel combinations of BRA owned properties and increases the estimate of eligible activities from \$600,000 to \$730,000. In order to comply with the requirements of Act 381, additions and revisions to the chapters for these properties as allowed in Plan Amendment 25 are necessary.

As required under Act 381, the BRA held a public hearing on Plan Amendment 25 on January 15, 2015. The resolution adopted by the BRA is attached.

COMMUNITY RESOURCES CONSULTED

Other than the public hearing process, no additional community resources were consulted.

FISCAL IMPACT

Tax increment revenues will reimburse the city, BRA or the owner of the property for eligible activities each incurred. City staff and the BRA continue to monitor the Plan and legislative amendments to maximize tax increment revenues so that eligible activities and applicable administrative fees are reimbursed to the extent possible, and the BRA collects the additional five years of such revenues as allowed under Act 381. These additional revenues will allow the BRA to leverage such funds for future redevelopments.

ALTERNATIVES

The City Commission may decline to adopt the resolution approving Plan Amendment 25. This action is not recommended because the proposed amendment is in keeping with the overall administration of the Brownfield Redevelopment Initiative.

ATTACHMENTS

City Commission Resolution
BRA Resolution
Summary of Significant Changes

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING THE CITY OF KALAMAZOO'S
AMENDED AND RESTATED BROWNFIELD PLAN (AMENDMENT NO. 25)**

Minutes of a regular meeting of the City Commission of the City held on February 2, 2015, at 7:00 p.m., local time, at the City Hall.

PRESENT:

ABSENT:

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

RECITALS:

- A. The City of Kalamazoo Brownfield Redevelopment Authority (the "Authority") was created under the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"); and
- B. The Authority and the City have previously implemented, approved and amended the City of Kalamazoo Brownfield Plan (the "Plan") under Act 381; and
- C. On January 15, 2015, the Authority held a public hearing as required under Act 381 and approved the implementation of the Amended and Restated Brownfield Plan (Amendment No. 25) ("Plan Amendment 25"), which adds one chapter and revises one chapter; and
- D. The City Commission finds that notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any property affected by Plan Amendment 25, and was also given by publication, in accordance with the requirements of Act 381; and
- E. Following the public hearing, the Authority adopted a resolution recommending that the City Commission approve Plan Amendment 25; and
- F. The City Commission has reviewed such resolution and Plan Amendment 25, and finds that such amendment constitutes a public purpose in that:
 - a. The one added chapter consists of privately-owned property owned by NoMI Developers, LLC; the amended chapter reflects changes associated with real estate purchases, real estate swaps and parcel combinations of BRA owned

- properties and increases the estimate of eligible activities from \$600,000 to \$730,000.
- b. In order to comply with the requirements of Act 381, the additions and revisions to the chapters for these properties as allowed in Plan Amendment 25 are necessary, and
 - c. Plan Amendment 25 otherwise meets all requirements of Section 13 of Act 381.

THEREFORE IT IS RESOLVED THAT:

The City of Kalamazoo's Amended and Restated Brownfield Plan (Amendment No. 25), as implemented by the City of Kalamazoo Brownfield Redevelopment Authority, is hereby adopted and approved.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on February 2, 2015. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

Scott A. Borling
City Clerk

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY**

**A RESOLUTION APPROVING THE IMPLEMENTATION OF
CITY OF KALAMAZOO'S AMENDED AND RESTATED
BROWNFIELD PLAN (AMENDMENT NO. 25) AND
RECOMMENDING ADOPTION BY THE CITY COMMISSION**

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on January 15, 2015, at 7:30 a.m., local time, at the Community Room of City Hall, 241 West South Street, Kalamazoo, Michigan.

PRESENT: Nathan Bolton, Fritz Brown, Jim Escamilla, Kevan Hess, John MacKenzie, Barb Miller, Bob Miller, Doug Phillips, Nancy Troff

ABSENT: Patti Owens and Tom Schlueter

The following resolution was offered by Member Nancy Troff and seconded by Member Bob Miller.

RECITALS:

- A. The City has created the City of Kalamazoo Brownfield Redevelopment Authority (the "Authority"), pursuant to the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381").
- B. The Authority and the City have previously implemented, approved and amended the City of Kalamazoo Brownfield Plan (the "Plan"), pursuant to the provisions of Act 381.
- C. The Authority has implemented the Amended and Restated Plan (Amendment No. 25) ("Plan Amendment 25"), which adds one chapter and revises one chapter of the Plan, pursuant to the provisions of Act 381.
- D. Under Resolution No. 08-16, the City Commission delegated to the Authority the public hearing process regarding any future proposed amendments to the Plan, including proposed Plan Amendment 25.
- E. A public hearing was held by the Authority on January 15, 2015, on Plan Amendment 25; notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any property affected by Plan Amendment 25, and was also given by publication, in accordance with the requirements of Act 381.
- F. Following the public hearing on Plan Amendment 25, 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 Plan Amendment 25 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 Plan Amendment 25 is feasible, and the Authority has the ability to arrange the necessary financing,
- c. The costs of the eligible activities proposed by such amendment are reasonable and necessary to carry out the purposes of Act 381, and
- d. The amount of captured taxable value estimated to result from Plan Amendment 25 is reasonable.

THEREFORE IT IS RESOLVED THAT:

The City of Kalamazoo Brownfield Redevelopment Authority approves the implementation of the Amended and Restated Plan (Amendment No. 25) and recommends the City Commission adopt a resolution approving such amendment to the Plan.

AYES: All

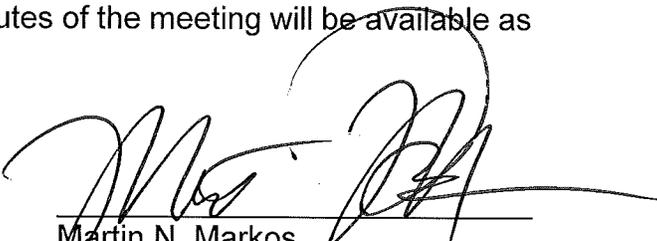
NAYS: None

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on January 15, 2015. 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.



Martin N. Markos
Recording Secretary

**Summary of Significant Changes
25th Amended and Restated Brownfield Plan
Winter 2015**

1) Add Chapter 57) 508 East Frank Street

- Basis of Eligibility: Facility Status
- Parcel Addresses: 508 East Frank Street, 505 East North Street, 714 Walbridge Street
- Estimate of Eligible Activities: \$700,000
- Estimate of Potential Redevelopment Investment: \$4.11 million
- Jobs Created: Approximately 10 full time equivalents.
- Mixed-use Development Including Residential and Commercial/Retail Space.

2) Amend Chapter 49) 500 Block East Ransom Street

- Basis of Eligibility: Facility Status
- Parcel Addresses: 525 E. Ransom Street, 535 E. Ransom Street and 617 Harrison Street.
- Estimate of Eligible Activities: \$730,000
- Estimate of Potential Redevelopment Investment: \$4 million
- Jobs Created/Retained: 10/0

This amended chapter reflects the addition of 535 East Ransom Street to the chapter. The BRA acquired the 0.09 acre parcel on December 19, 2014.

In addition, the amendment reflects changes associated with a recent real estate swap and combining of parcels, and increases the estimate of eligible activities from \$600,000 to \$730,000.



Commission Agenda Report

Date: **02/02/15**

Item **F4**

City of Kalamazoo

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

FROM: James K. Ritsema, IMCA-CM, City Manager
Reviewed by: Sue Founé, Public Services Managing Director
Prepared by: Debbie Jung, P.E. Assistant City Engineer

DATE: January, 9 2015

SUBJECT: Purchase Agreement for 1720 Riverview Drive

RECOMMENDATION

It is recommended that the City Commission approve a sale and purchase agreement with Kalamazoo Charter Township for a strip of land at 1720 Riverview for public right-of-way purposes and authorize the City Manager to sign all documents.

BACKGROUND

The City of Kalamazoo, in cooperation with the Michigan Department of Transportation and the Federal Highway Department, is resurfacing Riverview Drive from Gull Road to Mosel Avenue this year. Included in this project is the realignment of Mt. Olivet at Riverview. Mt. Olivet currently intersects Riverview at an angle such that visibility to turn from Mt. Olivet onto Riverview is compromised. The purchase of this property would allow for Mt. Olivet to be reconstructed so that it will intersect Riverview at a right angle which would increase the sight distance for traffic and improve the safety at the intersection.

COMMUNITY RESOURCES CONSULTED

Staff has consulted with Kalamazoo Charter Township and held public meetings regarding the acquisition of their property and the proposed realignment. Both the Kalamazoo Charter Township and the public supportive the project.

FISCAL IMPACT

Kalamazoo Charter Township is willing to sign over the property in consideration of consolidating two driveways into one as described in Exhibit B and the transfer of current right-of-way property to the Township with utility easements as described in Exhibit C.

ALTERNATIVES

The alternative of not approving the purchase is not recommended as there is not enough area in the current right-of-way to effectively improve the alignment of Mt. Olivet.

ATTACHMENTS

Sale and Purchase Agreement

SALE AND PURCHASE AGREEMENT

Kalamazoo Charter Township, whose address is 1720 Riverview Drive (“Seller”), and the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007 (“Purchaser”), enter into this Sale and Purchase Agreement (“Agreement”) for Seller to sell and Purchaser to buy a strip of land for public right-of-way purposes, located in the City and County of Kalamazoo, Michigan, and commonly known as 1720 Riverview Drive, Kalamazoo, Michigan 49004 (“Property”).

Therefore, in consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Property to be Transferred. Seller shall sell to Purchaser the Property as more fully described in Exhibit A, attached and incorporated into this Agreement. The sale shall also include, if applicable, all available divisions under the Land Division Act, although Seller makes no representation as to the number, and all improvements and appurtenances, if any.
2. Consideration. Purchaser shall remove two (2) driveways and install a new driveway as described in Exhibit B and transfer current right of way property to Seller with utility easements as described in Exhibit C.
3. Title Conveyed. Free, clear and marketable title to the Property shall be conveyed at the closing, by a warranty deed showing no exceptions except as Purchaser allows under Paragraph 8.
4. Closing. The closing of the sale shall take place within 60 days of the date this Agreement is executed by both parties and at the office of the company issuing the Title Commitment, unless the parties agree upon another more convenient location. However, either party shall have the right to extend the closing date for an additional 30 days to complete necessary due diligence, to cure any Defect, or to satisfy any contingency.

Purchaser shall prepare at its expense the warranty deed conveying the Property from Seller to Purchaser. Each party shall pay the routine closing costs normally charged, respectively, against a seller and a buyer, except each party will equally share the fee charged by the title company for conducting the closing.

5. Possession. Subject to the right of access granted under Paragraph 9, Purchaser shall receive possession of the Property as soon as the closing is completed.

6. Property Taxes. Seller shall pay all delinquent real and personal property taxes, if any, prior to or at closing, and provide proof of such payment if requested by Purchaser. Current real estate taxes shall be prorated for the year in which the closing occurs. Seller shall pay any assessments levied against the Property to the date of closing and Purchaser will pay when due any assessment that is levied against the Property after the date of closing.
7. Survey. Purchaser may at its own expense have a boundary survey done on the Property.
8. Title Insurance. As evidence of Seller's title, Purchaser may order, at its expense, a commitment ("**Title Commitment**") to issue an owner's title insurance policy insuring Purchaser in the amount of the Purchase Price, with the standard printed exceptions, which shall be in the latest form approved by the American Land Title Association ("**ALTA**"). If Purchaser elects to order the Title Commitment it shall do so within seven (7) days of the Effective Date for this Agreement as defined in Paragraph 25.

Purchaser shall notify Seller within thirty (30) days after Purchaser's receipt of the Title Commitment, legible copies of all documents listed in the Title Commitment as exceptions, and the survey (if Purchaser elects to have survey done under Paragraph 7), if the Title Commitment discloses or if the survey shows any title issues, deviation from apparent boundaries, any encroachment, or condition that in Purchaser's judgment, could interfere with Purchaser's intended use of the Property (individually and collectively, a "**Defect**").

Seller shall remove each Defect at Seller's expense on or before the closing date. In addition, Seller shall satisfy the requirements set forth in the Title Commitment on or before the closing date. If Seller fails or refuses to remove any Defect, then Purchaser may: (i) proceed to closing, waiving the Defect at issue; or (ii) terminate this Agreement by a written notice to Seller, in which case neither Seller nor Purchaser shall have any further liability to the other under this Agreement.

At the closing, the Seller shall deliver to Purchaser a standard form of Owner's affidavit executed by Seller and the policy of title insurance for which the Title Commitment was issued.

Seller agrees not to take any action between the time of execution of this Agreement and the closing that will cause any lien or encumbrance to the Property.

9. Condition of the Property To be Transferred / Purchaser's Right to Inspect. Except for Seller's representations and warranties set forth in this Agreement, the Property shall be transferred to Purchaser in its "AS-IS" condition. Purchaser shall have access to the Property during normal business hours for the purposes

of conducting inspections, audits, environmental assessments or appraisals (collectively, "Inspections") that Purchaser deems necessary to verify the condition of the Property. If such Inspections shall disclose any condition that in the sole discretion of Purchaser is unacceptable, Purchaser shall have the option of terminating this Agreement, of accepting the Property with the condition or amending this Agreement with the consent of Seller.

Seller shall cooperate with such inspections on the dates and at the times mutually agreed.

10. Warranties by Seller. Seller warrants the following to Purchaser as of the date of this Agreement and on the date of the closing:
 - a. Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has any interest in the Property or the right to purchase or lease the Property.
 - b. Seller has fee title to the Property, and except as otherwise stated in this Agreement, Seller's interest in the Property will be transferred to Purchaser at the closing, free and clear of all liens, encumbrances, and adverse claims, contractual or otherwise.
 - c. There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, threatened by any party or governmental agency, against Seller or involving the Property.
 - d. Seller has not received any written notice from a governmental agency, to undertake or bear the cost of any environmental cleanup, removal, containment, or other remediation of hazardous substances or asbestos at the Property, or at another location on account of the disposal or release from the Property of any hazardous substance.
 - e. Seller will not cause or permit any willful act that would be considered waste and will not assign or grant a security interest or other lien that would encumber the Property.
 - f. No improvements, repairs, or other construction has occurred on the Property within the 120 days preceding the date of this Agreement. If any maintenance or repairs are undertaken on the Property between the effective date of this Agreement and the date of the closing, Seller shall provide full unconditional waivers of lien from each contractor, subcontractor, supplier, and laborer for all construction work.

- g. Subject to the above limitations, Seller makes no representations or warranties, written or oral, regarding the conditions of the Property, including those regarding any environmental contamination or condition or presence of any hazardous substances and Purchaser is not relying on any representation or warranty of Seller other than expressly stated in this Agreement.
- 11. Warranties by Purchaser. Purchaser warrants to Seller and shall certify to Seller at the closing as follows:
 - a. Purchaser is a Michigan municipal corporation, organized and existing under the laws of this state.
 - b. Purchaser has full authority to enter into and perform this Agreement in accordance with its terms, without breaching or defaulting on any obligation of Purchaser to any third parties.
 - c. Purchaser is able to fully fund the total purchase price for the Property.
- 12. Survival of the Warranties. The warranties of the parties to this Agreement shall survive the closing. The act of closing shall not bar either party from bringing an action in the circuit court for Kalamazoo County based on a warranty of the other party for one year after the closing, after which the warranties shall have no further effect.
- 13. Indemnification.
 - a. Seller agrees to indemnify Purchaser, including its employees, commissioners and officials for all damages, resulting from the acts or omissions of Seller, or any of its agents, representatives, employees, officers or directors before the closing.
 - b. As permitted by law, Purchaser agrees to indemnify Seller, including its agents, representatives, employees, heirs, and assigns for all damages, resulting from the negligence of Purchaser, or any of its employees, commissioners and officials while undertaking the Inspections or other activities permitted under this Agreement before the closing. It is expressly understood that Purchaser does not waive any of its knights to assert governmental immunity under this subsection.
- 14. Conditions Precedent for Performance by Purchaser. The obligation of Purchaser to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions before the closing. Purchaser may waive these conditions in writing.

- a. Each of Seller's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing.
 - b. Seller shall perform and comply with all its obligations under this Agreement
 - c. There shall be no encumbrance on the title to the Property from the date of this Agreement to the date of the closing.
 - d. Purchaser shall accept in its sole discretion the results of all Inspections commissioned by itself or otherwise required by this Agreement.
 - e. The City Commission for City of Kalamazoo has approved and authorized its representative to sign this Agreement.
15. Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the sale contemplated by this Agreement shall be subject to the fulfillment of the following conditions before the closing. Seller may waive these conditions in writing.
- a. Each of Purchaser's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing.
 - b. Purchaser shall perform and comply with all its obligations under this Agreement by the closing.
16. Commissions. Neither party has retained the services of a real estate broker or representative to assist that party in this transaction.
17. Termination. Regardless of any other provision to the contrary, before this Agreement is terminated the parties shall use all diligent efforts to resolve any Defect or unmet condition precedent. If the parties fail to resolve such issue within a reasonable time then either party may terminate this Agreement upon notice to the other party.
18. Whole Agreement. This Agreement constitutes the entire Agreement between the parties. Any previous negotiations or discussions between them shall not affect the validity of this Agreement. Each party acknowledges that it has not made or relied on any representations, inducements, or conditions not specified in this Agreement. This Agreement may be signed in counterparts, which together shall comprise a single agreement. However, the Agreement is not effective until both parties have signed it in compliance with Paragraph 25.

19. Amendments. This Agreement may be amended only by a written document signed by each of the parties to this Agreement.
20. Successors and Assigns. This Agreement shall bind and benefit the parties, their heirs, representatives, successors and assigns.
21. Assignability. This Agreement is not assignable unless the other party consents in writing to such assignment. And before such assignment is effective the assignor and assignee shall confirm in writing that each party remains bound by all the terms of this Agreement.
22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by Michigan laws. Any actions concerning this Agreement shall be brought in the circuit court for the County of Kalamazoo.
23. Notices. Any notices required by this Agreement shall be served either (i) personally or (ii) by registered mail or (iii) a recognized overnight or daytime courier, or (iv) first class mail or (v) facsimile or e-mail and any of the preceding four options, with proper postage or charges fully prepaid, and properly addressed, to the party for whom it is intended as follows:

Purchaser: City of Kalamazoo
 Attn: City Manager
 241 W. South Street
 Kalamazoo, MI 49007

Copies to: City Attorney's Office
 241 W. South Street
 Kalamazoo, MI 49007

Seller: Kalamazoo Township
 Attn: Township Supervisor
 1720 Riverview Drive
 Kalamazoo, MI 49004

25. Effective Date. Subject to the approval of the City Commission for Purchaser, this Agreement shall be effective when all the parties listed below have signed it.

Dated: _____

SELLER – Kalamazoo Charter Township

By: _____

Ronald Reid

Its: Supervisor

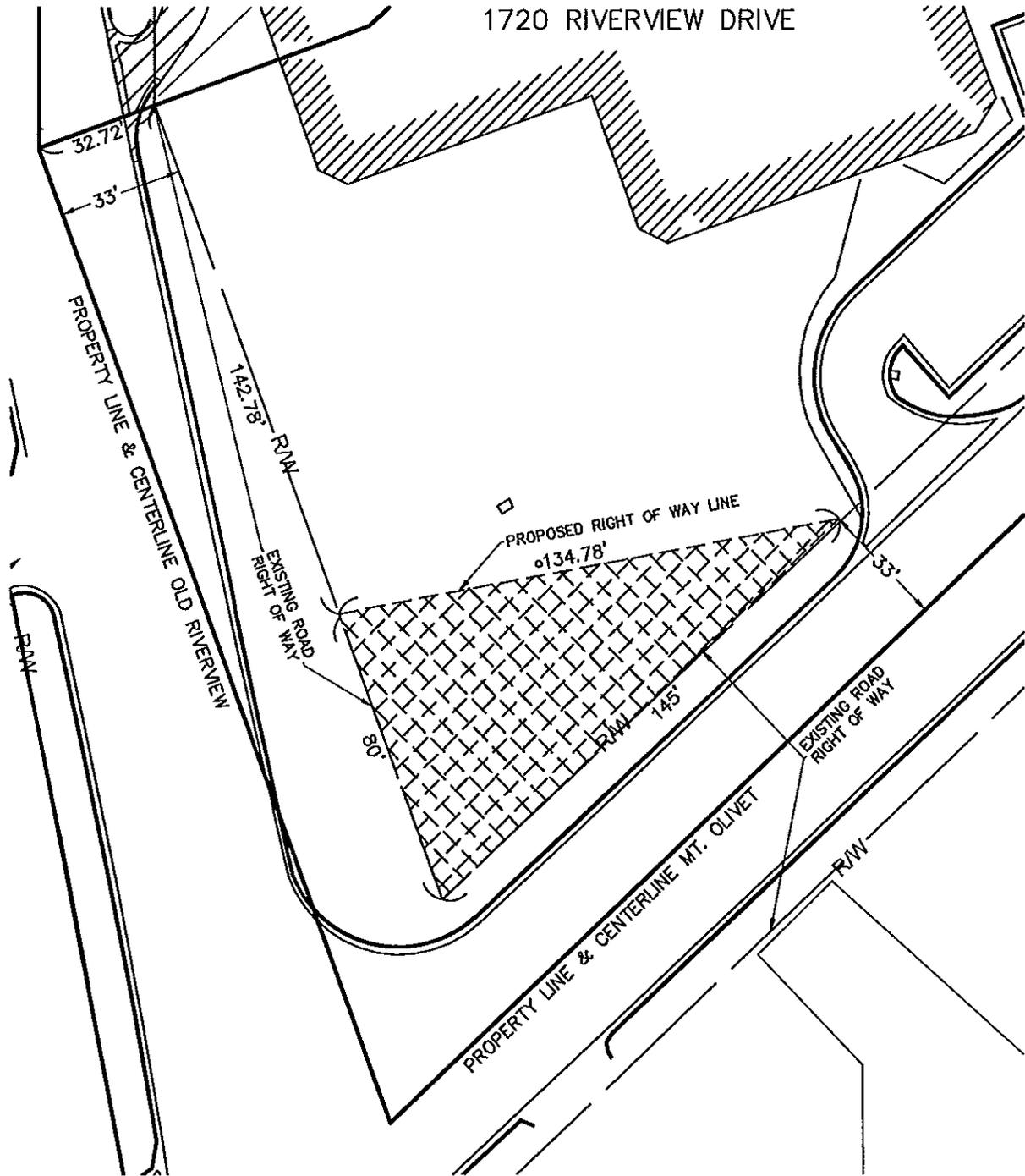
Dated: _____

PURCHASER - City of Kalamazoo

By: _____
James K. Ritsema
Its: City Manager

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

1720 RIVERVIEW DRIVE



1720 RIVERVIEW DRIVE

ADDITIONAL RIGHT OF WAY:

COMMENCING AT THE WEST 1/4 CORNER, SECTION 11, TOWN 2 SOUTH, RANGE 11 WEST, KALAMAZOO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN; THENCE SOUTH 01 DEGREE 31 MINUTES EAST ALONG THE WEST LINE OF SAID SECTION 627 FEET; THENCE NORTH 68 DEGREES 15 MINUTES EAST 32.72 FEET TO THE EASTERLY RIGHT OF WAY LINE OF RIVERVIEW DRIVE; THENCE SOUTH 21 DEGREES 45 MINUTES EAST 142.78 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 45 MINUTES EAST 80.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHERLY RIGHT OF WAY LINE OF MT. OLIVET ROAD; THENCE NORTH 44 DEGREES 42 MINUTES EAST 145.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 77 DEGREES 42 MINUTES WEST 134.78 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.12 ACRES OF LAND MORE OR LESS.

SCALE:
1" = 40'



CITY OF KALAMAZOO

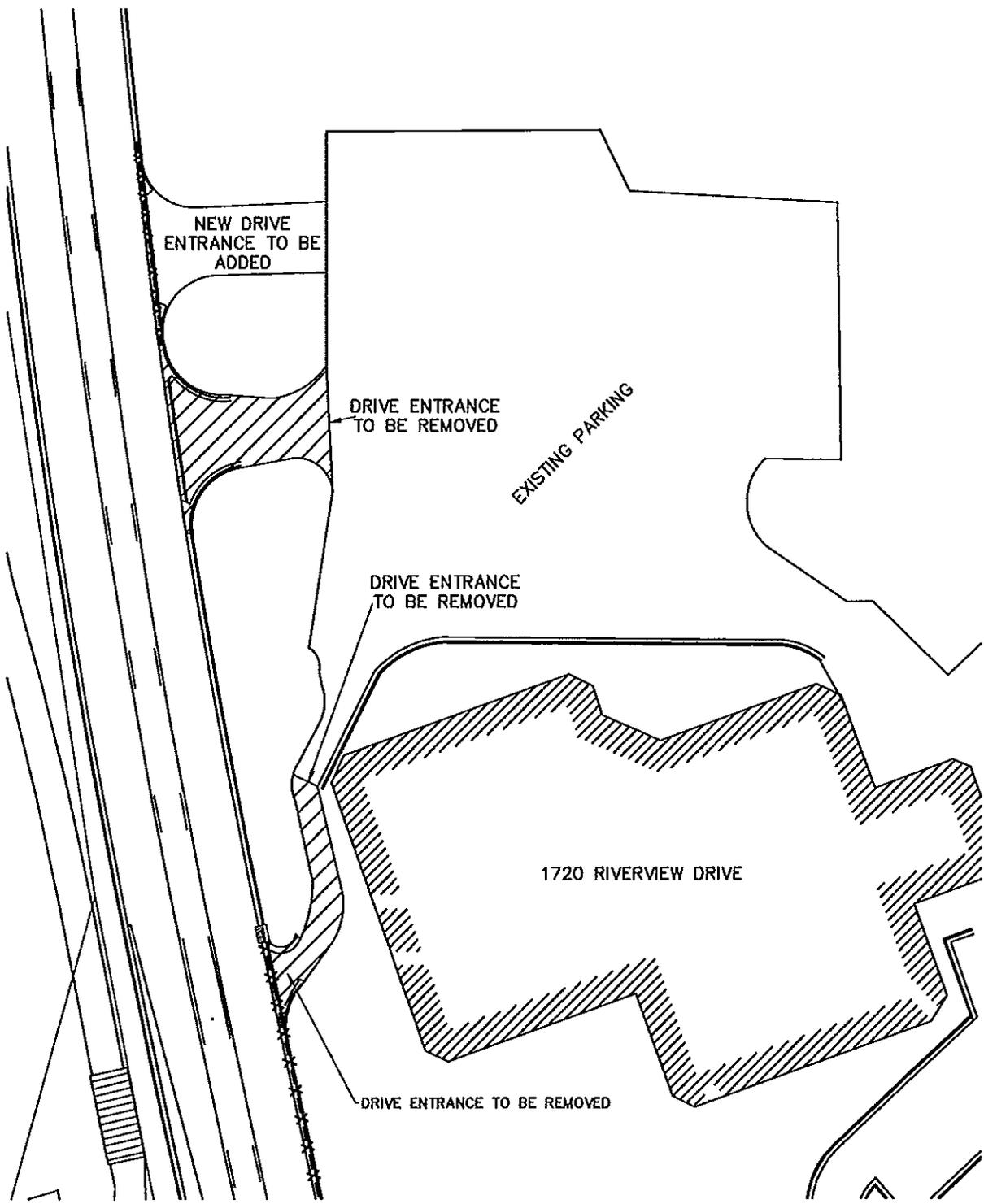
Department Of Public Services

Engineering Division 415 STOCKBRIDGE AVE.
KALAMAZOO, MICHIGAN 49001

1720 RIVERVIEW DRIVE
EXHIBIT A

DATE: 01/07/15

DRAWN BY: WEE





1720 RIVERVIEW DRIVE

MT

WMS
27.18'

VACATED RIGHT OF WAY

SCALE:
1" = 40'



CITY OF KALAMAZOO

Department Of Public Services

Engineering Division 415 STOCKBRIDGE AVE.
KALAMAZOO, MICHIGAN 49001

1720 RIVERVIEW DRIVE
EXHIBIT C

DATE: 01/07/15

DRAWN BY: WEE



Commission Agenda Report

City of Kalamazoo

Date: **02/02/15**

Item **F5**

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

FROM: James K. Ritsema, City Manager, ICMA - CM

Prepared by: Sean Fletcher, Parks and Recreation Director *SF*
Prepared by: Patrick McVerry, Recreation Manager

DATE: January 5, 2015

SUBJECT: Grant Acceptance/King Westwood Elementary School Lunch and Learn Recess Program.

RECOMMENDATION

It is recommended that the City Commission accept funding from King Westwood Elementary School in the amount of \$1,375 to fund the Lunch and Learn Recess program two days per week from January 21st – May 28th, 2015 at the King Westwood Elementary School.

BACKGROUND

The Department of Parks and Recreation has an ongoing objective to seek alternative funding for programming beyond City general fund dollars. This will be the second year Parks and Recreation staff have provided assistance in offering a recess program at King Westwood Elementary.

The recess program operates two days per week from 1:00 p.m. – 2:30 p.m. at the King Westwood Elementary School and provides recess activities for the youth registered in the program. The program will serve the age range of fourth and fifth graders.

COMMUNITY RESOURCES CONSULTED

The Department of Parks and Recreation and King Westwood Elementary School are partnering to offer this program. The Parks and Recreation Strategic Plan identifies the three most critical strategies for 2014-16, with youth development being one of the three.

FISCAL IMPACT

Funds for a two day a week program are not included in the Parks and Recreation 2015 Budget. King Westwood will provide any extra supplies for City staff to use to run the program. Parks and Recreation will invoice King Westwood for reimbursement at the conclusion of the program. The funding will be used to support two part-time positions assigned to this program.

ALTERNATIVES

There is the alternative to not accept these funds, but this is not being recommended. Funds are not available in the Parks and Recreation budget to support the two days of this program.

ATTACHMENTS

None



Commission Agenda Report

City of Kalamazoo

Date: **02/02/15**

Item **F6**

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

FROM: James K. Ritsema, City Manager, ICMA - CM

Prepared by: Sean Fletcher, Parks and Recreation Director *SF*

Prepared by: Patrick McVerry, Recreation Manager

DATE: January 5, 2015

SUBJECT: Grant Acceptance/Spring Valley Elementary School Lunch and Learn Recess Program.

RECOMMENDATION

It is recommended that the City Commission accept funding from Spring Valley Elementary School in the amount of \$1,079 to fund the Lunch and Learn Recess program two days per week from January 19th – March 27th, 2015 at the Spring Valley Elementary School.

BACKGROUND

The Department of Parks and Recreation has an ongoing objective to seek alternative funding for programming beyond City general fund dollars. This will be the second year Parks and Recreation staff have provided assistance in offering a recess program at Spring Valley Elementary.

The recess program operates two days per week from 11:35 a.m. – 1:35 p.m. at the Spring Valley Elementary School and provides recess activities for the youth registered in the program. The program will serve the age range of third, fourth, and fifth graders.

COMMUNITY RESOURCES CONSULTED

The Department of Parks and Recreation and Spring Valley Elementary School are partnering to offer this program. The Parks and Recreation Strategic Plan identifies the three most critical strategies for 2014-16, with youth development being one of the three.

FISCAL IMPACT

Funds for a two day a week program are not included in the Parks and Recreation 2015 Budget. Spring Valley will provide any extra supplies for City staff to use to run the

program. Parks and Recreation will invoice Spring Valley for reimbursement at the conclusion of the program. The funding will be used to support two part-time positions assigned to this program.

ALTERNATIVES

There is the alternative to not accept these funds, but this is not being recommended. Funds are not available in the Parks and Recreation budget to support the two days of this program.

ATTACHMENTS

None



Commission Agenda Report

Date: **02/02/15**

Item **F7**

City of Kalamazoo

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

FROM: James K. Ritsema, City Manager
Reviewed by: Jeffrey Hadley, Public Safety Chief
Prepared by: Ryan Tibbets, Assistant Chief – Fire Administration/Finance

DATE: 1/26/15

SUBJECT: Kalamazoo Community Foundation Grant Acceptance

RECOMMENDATION

It is recommended that the City Commission accept grant funding from the Kalamazoo Community Foundation, 402 East Michigan, Kalamazoo, MI 49007 in the amount of \$10,000 for the Kalamazoo Group Violence Intervention (GVI) Project and authorize the City Manager to sign the grant agreement.

BACKGROUND

The Kalamazoo Department of Public Safety in partnership with community leaders diligently pursues the goals of building trust and reducing crime in the City of Kalamazoo. The Group Violence Intervention (GVI) Program has shown repeatedly that a city can dramatically reduce homicide and gun violence when community members and law enforcement join together to directly engage with these groups and clearly communicate:

1. a credible, moral message against violence
2. a credible law enforcement message about the consequences of further violence
3. a genuine offer of help for those who want it

The funding received from the Kalamazoo foundation will allow identified community stakeholders to travel to New York to meet with the staff at John Jay College. The goal of the meeting is to learn more about the Group about the GVI Program and how it can be implemented in the City of Kalamazoo.

SUMMARY

If the City Commission accepts the grant funding, community stakeholders will be able to better understand the GVI Program and what resources will be required to implement the program in Kalamazoo.

COMMUNITY RESOURCES CONSULTED

The Kalamazoo Department of Public safety has worked directly with several community stakeholder groups.

FISCAL IMPACT

The \$10,000 in grant funding will be used to pay for travel expenses for the stakeholder group.

ALTERNATIVES

None

ATTACHMENTS

Grant agreement



Capacity Building Grant Agreement

Spirit of Community Fund

January 2015 | Grant#: 201549733

This grant to your organization from the Kalamazoo Community Foundation is for the explicit charitable purpose described in your proposal, subject to any special terms described below, and to be used in accordance with the approved budget. To acknowledge this agreement, to accept the grant and to be eligible to receive funds, please sign and date this agreement and return it to the Kalamazoo Community Foundation. We encourage you to make a copy for your files.

Organization: City of Kalamazoo
Project/Program: Kalamazoo Group Violence Intervention
Grant Amount: \$10,000.00
Special Terms: None

Inclusiveness Statement

The governing board of City of Kalamazoo affirms that no person is excluded from agency services; wherever practical, all people will be considered in employment or volunteer participation, regardless of ethnicity, race, age, gender identity, sexual orientation, economic circumstance, physical and/or mental abilities/characteristics, philosophy/religion, or any other discriminatory reason; and the organization is continuing to intentionally increase inclusive practices.

Organizations that serve a specifically defined population or charitable class of people are not considered non-inclusive or discriminatory. The above statement applies to how such an organization serves its specific target population as well as how it handles hiring and volunteer participation.

Tax-exempt Status

Grantee is a tax-exempt agency under Section 501 (c) (3) of the Internal Revenue Code. If there is any change in this status, Grantee shall notify the Community Foundation promptly. The Community Foundation reserves the right to discontinue or modify the terms of this grant if necessary at any time to comply with the law. If during the grant period the grantee loses its tax exemption all unexpended funds must be returned.

Extensions/Modifications

Grant funds should be spent within the time frame stated in the grant application as start and end dates. At the end of this period, any unspent grant funds should be returned to the Community Foundation, or a written request for an extension of time should be submitted to the Community Foundation.

If there is a need to modify the use of the grant funds from the original proposal, a request must be submitted in writing and approved by the Kalamazoo Community Foundation.

Financial Records

The grant recipient is responsible for the expenditure of funds and will maintain accounting records sufficient to identify that the grant funds are used only for the program and budget submitted in the original proposal.

Limit of Commitment

Unless otherwise stipulated in writing, this grant is made with the understanding that the Community Foundation has no obligation to provide other or additional support to the grantee for this or other programs.

Reporting Requirements

All grant recipients will be required to complete an online final report using the Community Impact System. The Community Foundation will provide a report format and instruction for all grants at the end of the program based on an agreeable date. Failure to complete required reports may jeopardize future funding possibilities.

Date grant was approved: 1/19/2015

Project/Program: Kalamazoo Group Violence Intervention

Name of applicant organization: City of Kalamazoo

Disbursement Schedule: No payments will be processed without the receipt of this signed Grant Agreement Form.

<u>Date(s)</u>	<u>Amount(s)</u>
January 2015	\$10,000.00

Disburse Funds To:

James Ritsema
City of Kalamazoo
241 W. South Street
Kalamazoo MI 49007

Acceptance/Agreement

Your return of a signed copy of this form provides evidence of acceptance of this grant, its terms and conditions.

I am committing my entire agency to the implementation of the previously mentioned conditions.

James Ritsema's Signature

Date

Please see the next page for grant conditions (if applicable).



Grant Publicity Guidelines

Congratulations on your recent grant from the Kalamazoo Community Foundation!

Sharing the news of your grant with your supporters and the community helps you:

- ▶ Promote your good work
- ▶ Recognize the Community Foundation for its support
- ▶ Encourage further giving in Kalamazoo County

General Publicity

- ▶ After each grantmaking round we issue a media release listing the organizations that received funding. We distribute this release to local print and broadcast media, as well as state and national organizations that publish information about community foundation grantmaking.
- ▶ Include news about your grant in your media releases, on your website, and in publications like newsletters, brochures, annual reports and other outreach materials.
- ▶ As appropriate, include our logo in advertisements, signage, programs, brochures, etc. related to your grant. **Our logo has changed. To request a logo, email Shannon Bronsink, our marketing communications specialist, at sbronsink@kalfound.org.**
- ▶ When referencing support from us, please use this wording: *Support for this [program, activity, event, etc.] was provided by a grant from the Kalamazoo Community Foundation.*

Prior Review

All materials that use our name and logo should be reviewed by us before publication or distribution. This gives us the opportunity to make sure our name and logo are used correctly and provide more information if necessary. Shannon Bronsink will review the materials and can be reached at sbronsink@kalfound.org or 269.381.4416.

Connect with Us

We're always on the lookout for stories about how projects we support make life in Kalamazoo County better for all. So share your stories with us. You can do that by contacting Tom Vance, our director of marketing communications, at tvance@kalfound.org or 269.381.4416.

We also love to connect with our partners on social media. We're active on Facebook, Twitter, LinkedIn, Pinterest and Instagram.