



Agenda

City Commission Business Meeting

City of Kalamazoo

Monday, June 6, 2022

7:00 PM

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Sr. Betsy Meagher, member of the Congregation of St. Joseph
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. National Fatherhood Recognition Awareness Month
 - b. Justice Against Bullying @ School Awareness Month - June 2022

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Presentation on Draft Community Sustainability Plan

E. PUBLIC COMMENTS

F. PUBLIC HEARINGS

G. CONSENT AGENDA

(Action: Motion to approve items “1-18”; postpone item “19” until June 21, 2022; and authorize the City Manager to sign all related documents on behalf of the City)

1. Approval of a contract supplemental with Rathco Safety and Supply, Inc. for traffic control rental and placement in the amount of \$124,000.
2. Approve a contract with Wightman for engineering services extending the hydraulic model of sanitary system interceptors, trunk lines and watersheds: Smart Sewer Shed - Phase II - in the amount of \$144,100.
3. Approval of a contract with Treeworks, Inc. for the removal of designated hazardous trees throughout the City and its cemeteries as outlined in the Hazardous Tree Removal Project in the amount of \$156,300.
4. Approval of a contract with Balkema Construction, Inc. for improvements to the Milham Park Playground in the amount of \$178,000.
5. Approval of a one-year term contract extension with Kalamazoo Oil, Inc. for biodiesel fuel for an amount not to exceed \$250,000.
6. Approval of a three-month contract with Alexander Chemical Corporation for the purchase of 12.5% sodium hypochlorite in the amount of \$257,075.
7. Approval of a contract supplemental and new purchase order with SWT Excavating, Inc. for the Random Material Inventory Project, in the amount of \$1,719,566.15.
8. Approval of a construction contract supplemental and change order with Davis Construction, Inc. for the procurement of the pre-engineered metal building for the Kalamazoo Water Reclamation Plant's Tertiary Disc Filtration Process Facility in the amount of \$1,805,988.99.
9. Approval of a one-year contract with Waste Management for loading, hauling, and disposal of belt press solids in the amount of \$8,924,018; and approval of a budget adjustment in the amount of \$2,289,010 to cover the contract amount.
10. Approval of a Memorandum of Understanding with Kalamazoo Regional Educational Service Agency / Youth Opportunities Unlimited for the summer youth employment and training program in the amount of \$825,000.
11. Adoption of a RESOLUTION recommending approval of a Social District and Commons Area permit for Factory Coffee LLC, located at 205 W Lovell Street.
12. Approval of 2021 and 2022 budget amendments and acceptance of informational reporting on capital project carryforwards and grant acceptances.

13. Approval of a request from the LIFT Foundation to increase their loan for the renovation of the Knights Inn by an additional \$175,000, for a total loan amount of \$375,000.
14. Acceptance of an Ending Community Violence Grant in the amount of \$50,000 from the State of Michigan Department of Health and Human Services; and approval of the allocation of these funds to Urban Alliance (\$45,000) and Western Michigan University (\$5,000).
15. Approval of a request from Randy Martinez on behalf of Party Sparks, Inc. to publicly display fireworks indoors at the Wings Event Center, 3600 Vanrick Drive, on June 17, 2022 with an alternate date of June 18, 2022.
16. Approval of the Mayor's appointment of Matt Hollander to the Downtown Development Authority and Downtown Economic Growth Authority Boards of Directors for concurrent terms expiring on March 31, 2024.
17. Approval of the following appointments and reappointments to the Building Board of Appeals:
 - the reappointment of **Benjamin Bierlein** for a term expiring on March 31, 2025.
 - the appointment of **Jillian Hocking** for a term expiring on March 31, 2025.
 - the appointment of **Ryan Long** for a term expiring on March 31, 2024.
 - the appointment of **Matthew Maycroft** for a term expiring on March 31, 2024.
 - the reappointment of **Andrew Van Lente** for a term expiring on March 31, 2025.
18. Approval of the appointments of Jeff Chamberlain, Deputy City Manager, and Steve Vicenzi, Management Services Director / CFO, to the Utility Policy Committee as city alternate members.
19. Approval of the purchase of 827 & 833 Walter Street from Kalamazoo County Mental Health Authority, dba Integrated Services of Kalamazoo, for a purchase price of \$10,700. (*Postpone until June 21, 2022*)

H. REGULAR AGENDA

1. Approval of an agreement with the Kalamazoo Youth Development Network to be the subrecipient under the State and Local Fiscal Recovery Funds in the amount of \$1,000,000. (**Action: Motion to approve**)

2. First reading of an ordinance to amend Section 33-24 of the Kalamazoo City Code to permit fishing at Milham Park. **(Action: Motion to offer for first reading)**
3. Adoption of an ORDINANCE to amend the text of "Chapter 50: Zoning" of the Kalamazoo City Code. **(Action: Motion to adopt the ordinance)**

I. REPORTS AND LEGISLATION

1. City Manager's Report

J. UNFINISHED BUSINESS

K. POLICY ITEMS

1. Approval of the Michigan Municipal League to Conduct the City Attorney Selection Process and authorize the City Manager to sign all documents on behalf of the City. **(Action: Motion to approve)**

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

The Kalamazoo City Commission's business meetings are held on the first and third Mondays at 7:00 p.m. and are shown live on the Public Media Network (channel 190 for Charter customers, channel 99 for U-Verse customers). Committee of the Whole meetings are held immediately prior to business meetings at 5:00 p.m. Both meetings are also streamed live on the City's Facebook page (<https://www.facebook.com/KalamazooCity/>) and YouTube Channel (<https://www.youtube.com/channel/UCIgXSSXLSDxThVaaiRMsR5Q>).

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.

Community members have the option to provide public comments over the phone for City Commission meetings. Members of the public who wish to provide comments by phone can call 888-382-9556 during the public comment period. They will enter a queue and will be prompted to offer their comments in turn. Callers will be commenting to the City Commission live and will no longer be able to leave a recorded message.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.1.**

TO: Mayor Anderson, Vice Mayor Cooney, 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, Public Works Division Manager

DATE: June 6, 2022

SUBJECT: Contract Supplemental for Traffic Control Rental/Placement Services with Rathco Safety Supply Inc (Bid Ref#55096-009.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract supplemental with Rathco Safety and Supply, Inc. in the amount of \$124,000 for traffic control rental and placement.

BACKGROUND:

The City of Kalamazoo uses temporary traffic control and sign installation services each year to complete a myriad of projects, emergencies, route changes, and special events. The City seeks each year for a service provider who can provide the needed service. This traffic control and sign installation is used by Public Works for variety of purposes to include: street resurfacing, emergency projects, flooding, traffic calming, special events, road construction, utility services, and much more.

Rathco Safety and Supply, Inc. has provided 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 City signage.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Connected City
Safe Community
Complete Neighborhoods

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The cost for this work will be charged against the appropriate project/funding source. The expenses will be allocated to major streets (20%), local streets (20%), wastewater (20%) and water (40%).



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.2.**

TO: Mayor Anderson, Vice Mayor Cooney, 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, Sr. Civil Engineer

DATE: June 6, 2022

SUBJECT: Professional Service Agreement with Wightman for Extending the Hydraulic Model of Sanitary System Interceptors, Trunk Lines and Watersheds - Smart Sewer Shed – Phase II

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Wightman for the engineering of RT-DSS: Smart Sewer Shed – Phase II in the amount of \$144,100.00.

BACKGROUND:

The Kalamazoo Water Reclamation Plant (Plant) is a Regional Advanced Activated Sludge Wastewater Treatment Plant which receives flow from various Retail and Wholesale Customer Communities. Utilizing existing means and methods, the Wastewater Division operates our hydraulic infrastructure on a reactive response. Also, sewer maintenance is currently primarily performed on an emergency response demand system with limited ability to perform productive sewer maintenance based on system need.

The primary goal of this Project is to increase operational flexibility of our hydraulic infrastructure and efficiencies of performed system demand maintenance while decreasing long term maintenance costs and decreasing the adverse impacts on downstream systems and customers. The secondary goal of this Project is to determine future increased capacity needs within the existing service area as well as inflow and infiltration reductions to gain increased value in our existing sewer pipe network.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Good Governance
Safe Community
Environmental Responsibility
Environmental Responsibility
Economic Vitality

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:

Funding for the equipment procurement of this Project is available via 5-year Capital Improvement Program (CIP) approved budget (project #wwr010022).

Fiscal Budget Breakdown:

2022 – via FY 2021 proposed 5-year CIP budget	\$1,900,000.00
2023 – via FY 2021 proposed 5-year CIP budget	\$500,000.00
	\$2,400,000.00



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.3.**

TO: Mayor Anderson, Vice Mayor Cooney, 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, Public Works Division Manager

DATE: June 6, 2022

SUBJECT: Contract with Treeworks, Inc. for the Hazardous Tree Removal 2022 Project (Bid Ref#: 59575-031.0)

RECOMMENDATION:

It is recommended that City Commission approve a contract with Treeworks, Inc. in the amount of \$156,300 for the removal of designated hazardous trees throughout the City and its cemeteries as outlined in the Hazardous Tree Removal Project.

BACKGROUND:

The City of Kalamazoo identified specific trees throughout the city and its cemeteries that have been recommended for removal in order to protect the health and safety of the residents of Kalamazoo as well as to create new available planting spaces for future tree planting projects. As our urban forest matures, there is a need to remove older trees in poor condition and health. These are trees that could pose a hazard from falling limbs or damage utilities in a storm event.

Bids were opened for the project on May 5th, 2022. Of the bids received, Treeworks was the only and therefore lowest bidder. Treeworks has worked with the City for numerous related projects in previous years and there is confidence in their ability to perform the work detailed in the contract.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:
Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

Funding for the project is available in the City's 2022 Solid Waste Budgets. Project funding and estimated costs are as follows:

Funding:	226-529-03.000-801.000	\$156,300.00
	Total Funding	\$156,300.00

Costs:		\$156,300.00
	Total Cost	\$156,300.00



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.4.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Patrick McVerry, CPRP, Director of Parks and Recreation

DATE: June 6, 2022

SUBJECT: Contract with Balkema Construction, Inc for Milham Park Playground Improvements (Bid Ref# 90900-011.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract with Balkema Construction, Inc. for improvements to the Milham Park Playground in the amount of \$178,000.

BACKGROUND:

Initial plans to replace the outdated play equipment at Milham Park began in 2020. The equipment has been in place at the playground for over 20 years. Due to the Covid-19 pandemic, planning and community outreach were put on hold. In the summer of 2021, grant funds from the Irving S. Gilmore Foundation were received to help with improvements. Working with the Millwood Neighborhood Association and residents, playground equipment examples were presented to obtain feedback on pieces the community would like to see installed. This project aligns with both the Parks and Recreation Master Plan and also Inviting Public Places from the Imagine Kalamazoo 2025 plan. This project is being awarded to Balkema Construction, Inc utilizing The City Of Kalamazoo Local Preference Policy.

STRATEGIC VISION ALIGNMENT:

Strategic Goal 1et]



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Working with the Millwood Neighborhood Association and residents, playground equipment examples were presented to obtain feedback on pieces the community would like to see installed.

FISCAL IMPACT:

Funding for the playground improvements is available via 5-year Capital Improvement Program (CIP) approved budget (project #cip0300068).



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.5.**

TO: Mayor Anderson, Vice Mayor Cooney, 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: Tom Quigley, City Fleet Manager

DATE: June 6, 2022

SUBJECT: Contract Extension with Kalamazoo Oil Company for Biodiesel Fuel (Bid Ref#40509-016.1)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year term contract extension for Biodiesel fuel with Kalamazoo Oil Inc. not to exceed \$250,000.00.

BACKGROUND:

In 2017, the City of Kalamazoo and Kalamazoo County participated in a cooperative sealed bid purchase of gasoline and diesel fuel. A one-year contract for Biodiesel was awarded to Kalamazoo Oil Inc. on June 7, 2021. As a result of that bidding process the current contract expires May 31, 2022.

Since the petroleum market is continually changing, the contract was structured to obtain a firm and competitive price which stays current with the market by bidding the margin charged by the supplier. This margin includes the supplier's cost and profit to deliver the fuel to the City's storage site. This margin is added to the regional refiner's rack price with each shipment of fuel.

The City purchases Biodiesel fuel in bulk quantity and dispenses Biodiesel fuel to City vehicles and equipment. A contract extension with Kalamazoo Oil Inc is recommended for approval. Kalamazoo County will contract separately for their fuel needs.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:
Connected City

Good Governance

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 allocated in the Fleet budget (account codes: 101-580-**.***-730.***; vehicle supplies - gasoline, diesel fuel, bio diesel fuel within public works, public safety, wastewater, water, parks and rec, and community planning). The expenses related to this contract are allocated appropriately with usage.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.6.**

TO: Mayor Anderson, Vice Mayor Cooney, 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: James Cornell, Wastewater Division Manager

DATE: June 6, 2022

SUBJECT: Contract Extension with Alexander Chemical Corporation for Sodium Hypochlorite (Bid Ref# 88500-001.2)

RECOMMENDATION:

It is recommended that the City Commission approve a three-month contract in the amount of \$257,075 for the purchase of 12.5% sodium hypochlorite, by volume, from Alexander Chemical Corporation of Peru, Illinois at a price of \$2.26 per gallon.

BACKGROUND:

Sodium Hypochlorite is a strong version of liquid household bleach and is an alternative to chlorine gas. It is used for the disinfection of the Kalamazoo Water Reclamation Plant (KWRP) effluent prior to discharging to the Kalamazoo River. Sodium Hypochlorite is currently being used to successfully disinfect the plant's effluent which is required by the State of Michigan. Sodium Hypochlorite is also used to do chemical cleans of the tertiary sand filters.

Chlorine gas had been used exclusively at the KWRP since the mid 1950's. It has historically been a cheaper chemical for disinfection but possesses many inherent health and safety concerns. The advantages of hypochlorite are the ease of application and decreased risk to human health and safety through accidental release of gaseous chlorine to the atmosphere. If chlorine gas was used, there would be at least 6 one-ton cylinders in service, plus as many as 7 to 10 cylinders in reserve and on site at any given time. Sodium Hypochlorite is much easier and safer to transport and handle. Using hypochlorite liquid eliminates the hazards associated with gaseous chlorine. The KWRP has been using hypochlorite effectively in place of chlorine gas since June of 2006.

The KWRP could commission a study to investigate the feasibility of using ultraviolet (UV) light for disinfection to reduce the usage of sodium hypochlorite for disinfection. Installing an

ultraviolet (UV) disinfection system would require a capital improvement project and would result in an increased amount of electricity used in the tertiary process.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Environmental Responsibility

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:

This contract runs from July 1, 2022 to September 30, 2022. The contract represents a significant increase in cost. Funds are allocated in the 2022 Wastewater Operation & Maintenance budget. Discussions are ongoing with management regarding how to handle the increase in costs.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.7.**

TO: Mayor Anderson, Vice Mayor Cooney, 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: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: June 6, 2022

SUBJECT: Contract Supplemental with SWT Excavating, Inc. for the Random Material Inventory Project (Bid Ref# 91244-006.0)

RECOMMENDATION:

It is recommended that the City Commission approve a contract supplemental (91244-006.0) and new purchase order with SWT Excavating, Inc. for the Random Material Inventory Project, in the amount of \$1,719,566.15.

BACKGROUND:

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) is requiring Water Supplies to complete a Complete Distribution System Materials Inventory (CDSMI). The CDSMI is due to EGLE by January 1, 2025. Part of the CDSMI is a random material verification that needs to take place. EGLE guidance documentation recommends that Water Supplies complete this verification by the end of 2022. The City of Kalamazoo is required to physically inspect and verify the pipe material of 382 service lines that meet EGLE's definition of "unknown." Of the 382 services on the random list, Public Service estimates that approximately 170 of those services will require a non-cooper service replacement, which will be completed as a part of this project.

Public Services reached out to SWT Excavating, Inc. for updated pricing for this additional work. SWT Excavating, Inc. provided a cost of \$1,719,566.15 for this work. Public Services finds this pricing acceptable and recommends approval of this contract supplemental and new purchase order.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Safe Community

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Inform

Discussion:

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

FISCAL IMPACT:

The funding for the project is available in the City's 2022 Water Capital Improvement Budget. The City is also working on possible funding from the State of Michigan Drinking Water Revolving Funding, but those funds have not yet been awarded. Project funding and estimated costs are as follows:

Funding: wat0500400 \$1,719,566.15

Costs: Construction \$1,719,566.15



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.8.**

TO: Mayor Anderson, Vice Mayor Cooney, 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

DATE: June 6, 2022

SUBJECT: Contract Supplemental for Tertiary Disc Filtration Process Facility Construction-
Contract 75 B.1 (Bid Ref# 91359-001.0)

RECOMMENDATION:

It is recommended that the City Commission approve a construction contract supplemental and purchase order change order with Davis Construction, Inc. for the procurement of the supply of the pre-engineered metal building for the Kalamazoo Water Reclamation Plant's Tertiary Disc Filtration Process Facility in the amount of \$1,805,988.99.

BACKGROUND:

The City Commission awarded a competitively bid construction contract to Davis Construction, Inc. (Contractor) for, among other bided work scope, the erection of a City procured pre-engineered metal building. The City anticipated to self-procure the reengineered metal building through a Sourcewell competitively solicited cooperative contract with Nucor (Vendor). Due to, among other reasons, the current raw material market supply chain, manufacturing limitations, and shipping challenges, the Vendor has chosen to fulfill product orders from their repeat customers, i.e. the certified building erectors, prior to fulfillment of one-off product orders through the Sourcewell contract.

In strict adherence to the Bid Specifications, the Contractor entered into a sub-contract with a certified Nucor building erector upon award of the aforementioned City contract. Said sub-contract secured, among other items, pricing and schedule for the building erection. In light of the current market challenges, the City solicited a price from Davis Construction, Inc., see attached, for the single source of the Nucor building.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Good Governance

Safe Community

Environmental Responsibility

Economic Vitality

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:

Funding for the equipment procurement of this Project is available via 5-year Capital Improvement Program (CIP) approved budget.

Fiscal Budget Breakdown:

via FY 2022 proposed 5-year CIP budget proposal.....\$1,805,988.99



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.9.**

TO: Mayor Anderson, Vice Mayor Cooney, 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: James Cornell, Wastewater Division Manager

DATE: June 6, 2022

SUBJECT: Contract with Waste Management Inc. for Belt Press Solids Hauling & Disposal
(Bid Ref: 96871-015.0)

RECOMMENDATION:

It is recommended that the City Commission approve a one-year contract for loading, hauling, and disposal of belt press solids with Waste Management in the amount of \$8,924,018. A budget adjustment of \$2,289,010 is requested to cover the contract amount.

BACKGROUND:

Approximately 80,000 to 90,000 wet tons of biosolids are generated every year at the KWRP as part of various wastewater treatment processes. The current method of disposal for biosolids produced at the WRP is placement in regional landfills. This method of disposal requires loading and hauling of these biosolids to these landfills for ultimate disposal. Generally these biosolids need to be mixed with other municipal solid waste to ensure that proper compaction of waste materials occurs in the landfill.

KWRP staff is committed to exploring alternative technologies to further reduce volume and increase the sustainability of the biosolids program. A capital improvement project to incorporate centrifuges for solids dewatering providing a drier cake solid to reduce weight hauled to landfill has been constructed and is currently being commissioned.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:
Environmental Responsibility
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:

This contract represents an approximate 44% increase in overall contract price to \$92.71 a wet ton for routine loading, hauling, and disposal of wastewater biosolids. One factor for the large increase is that landfill managers across the country are facing reduced residential waste to mix with the belt press biosolids (wet waste) limiting the amount individual landfills can accept. The newest factor is Per & Polyflouroaklyl Substances (PFAS) compounds have been identified in the biosolids making the management, logistics, and disposal of the these residual materials more difficult as well. The landfill manager must identify and manage which landfills can handle loads of wet waste and logistical issues at the landfills to manage the amount of PFAS in their leachate to meet local wastewater treatment plant discharge requirements. The result is that biosolids are sent over longer distances and to multiple landfills to comply with individual landfill limitations.

This contract extension will run from June 1, 2022 to May 31, 2023. The 2022 portion of this contract will be \$5,205,677 and the 2023 portion of this contract will be \$3,718,341. A budget adjustment of \$2,289,010 is being requested to cover the 2022 portion of this contract. The additional difference will be covered by positive budget offsets within debt services and operations. The 2023 portion of the contract will be budgeted for in the 2023 Wastewater treatment budget.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.10.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Patrick McVerry, CPRP, Director of Parks and Recreation

DATE: June 6, 2022

SUBJECT: Memorandum of Understanding for MyCity YOU Program (Bid Ref# 00000-22.39)

RECOMMENDATION:

It is recommended that the City Commission approve a Memorandum of Understanding with Kalamazoo Regional Educational Service Agency / Youth Opportunities Unlimited for the summer youth employment and training program in the amount of \$825,000.

BACKGROUND:

The City annually participates in a partnership with the Kalamazoo Regional Educational Service Agency/Youth Opportunities Unlimited to provide summer employment and training opportunities for youth. The budgeted amount will support the hiring of approximately 200 youth between the ages of 14-21 to participate in career exploration, employability skills training and paid internships. Additional funds will be utilized during the school year to provide in person opportunities for paid internships, additional trainings, talent tours, job shadows, and continued career coaching.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



Youth Development - A place with supports where young people thrive

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:

Engagement/Communication Tools

FISCAL IMPACT:

The funding for this program is through the Kalamazoo Foundation for Excellence Aspirational Projects Fund Youth Employment (project #ffe0100002).

**Memorandum of Understanding between the City of Kalamazoo and
Kalamazoo Regional Educational Service Agency, Youth Opportunities
Unlimited (June 2022)**

The City of Kalamazoo will provide funding for the Kalamazoo Regional Educational Service Agency (K-RESA), Youth Opportunities Unlimited (YOU) will provide summer employment and training opportunities for youth. This letter serves as an agreement between KRESA/YOU and the City of Kalamazoo (City). All services will be provided in accordance with the following terms:

1. A Purchase Order will be issued by the City of Kalamazoo to K-RESA in the amount \$825,000.00. This is the maximum contractual amount of funding for the 2022 My City/Summer Youth Employment Program, which the City agrees to pay. Any unused funds will be returned to the City.
2. Upon receiving an invoice, the City will make three payments to K-RESA, one on or before August 7, one on or before August 31, and the final payment will be due 10 days following receipt by the City of the final report submitted by K-RESA/YOU following the completion of the program.
3. The youth and career coaches employed for this program are employees of K-RESA/YOU; they will not be considered employees of the City of Kalamazoo.
4. The budget amount of \$825,000.00 will support the hiring of approximately 200 youth between the ages of 14 - 21 to participate in career exploration, employability skills training and paid internships. Additional funds will be utilized during the school year to provide in person opportunities for paid internships, additional trainings, talent tours, job shadows, and continued career coaching.
5. Additional work may be identified by the City and YOU and conducted within the Kalamazoo Public School District and other City of Kalamazoo neighborhoods.
6. The City reserves the right to take photos of participants and use those photos in promotion and advertising of the program. Participants in the program agree to having pictures taken for this purpose.
7. Youth will be employed from June 20, 2022 through August 5, 2022. KRESA/YOU Summer Career Coaches will be employed from approximately June 13, 2022 through August 12, 2022. YOU staff will be employed with the project from approximately April 4, 2022 – August 31, 2022.
8. Youth will have the opportunity to continue employment during the school year and YOU Career Coaches will be employed with the project during that time.

9. Training modules with appropriate speakers will be developed and implemented as part of the summer work program. A schedule, topics to be discussed, number of sessions, and times of the training modules will be provided to the City.
10. The City and KRESA/YOU will work closely with each other to determine the specificity of data to be collected and identify any special needs or requests.
11. KRESA/YOU will submit a final report for this project due 30 days after the end of the program. The report shall include a summary of expenditures, and program statistics, such as number of youth hired, number of career coaches, participant demographics, and a summary of all training conducted.

AGREEMENT

I/we acknowledge and agree to the terms of this Memorandum of Understanding.

For the City of Kalamazoo

For Kalamazoo RESA/YOU

By: James K. Ritsema, City Manager

By: David Campbell, Superintendent

Date

Date



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.11.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Director, Community Planning and Economic Development
Prepared by: Antonio Mitchell, Deputy Director, Community Planning and Economic Development

DATE: June 6, 2022

SUBJECT: Social District Liquor License Municipal Approval - Factory Coffee

RECOMMENDATION:

It is recommended the City Commission adopt a RESOLUTION approving the Social District and Commons Area permit for Factory Coffee LLC, located at 205 W Lovell Street.

BACKGROUND:

Social Districts are "zones" approved by the municipality and the Michigan Liquor License Control Commission (MLCC) to allow consumption of alcohol in Social Districts. Social District Licensees may sell alcohol on its licensed premises in approved containers for customers to remove and consume in the Commons area.

Chapter 4A "Alcoholic Beverage" ordinance amendment was approved by City Commission on August 3, 2020 to allow the creation of social districts and commons areas which are signed and operated within the regulations of the City of Kalamazoo. The City Commission adopted an initial resolution establishing the district at the same meeting as the ordinance amendment and then adopted a resolution expanding the geographic area and participating businesses of the social district on November 16, 2020.

Please see the attached 2020SocialDistrictResWMap.pdf document for:

- Resolution 20-61, dated November 16, 2020 designating Social Districts containing Common Areas and adopting a Management and Maintenance Plan in order to allow certain on premises liquor licensees expanded use of shared areas for consumption of

alcohol pursuant to Public Act 124 of 2020.

- The map showing the Social District boundary and Common Area boundary
- The Management and Maintenance Plan of the Downtown Kalamazoo Social District and Common Area(s). Note: the program has been managed by the Kalamazoo Downtown Partnership since November 2020.

Factory Coffee LLC is a new business that has opened within the designated social district area. The MLCC requires local governmental unit approval for the social district permit for businesses that are being added to the established social district. This requires an approval by resolution by the City Commission to be sent to the MLCC.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



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

Small businesses have been operating at dramatically reduced capacity as a result of COVID-19. This action is intended to boost capacity to support the economic vitality of Downtown. As the pandemic starts to recede, these areas will continue to provide an opportunity for larger gatherings and events, bringing much-needed attention and activity in Downtown.

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.

The initial ordinance and social district approval held community outreach for approval and expansion. At that time, the Kalamazoo Downtown Partnership communicated this opportunity to its business contact list of over 250 individuals on multiple occasions, with uniformly positive feedback. The boards of the Kalamazoo Downtown Partnership and Downtown Economic Growth Authority, composed of members representing businesses, anchor institutions, residents, property owners, and community members supported the proposal and multiple participatory webinars were hosted with downtown stakeholders to establish recommended boundaries, hours, and operational plans for the commons areas.

This new permit is a new restaurant location opening in the current approved district and new engagement and outreach efforts were not needed.

FISCAL IMPACT:

There is no impact to our current City of Kalamazoo budget. Staff time was utilized to assist the business owner with paperwork. There are no City fees associated with this permit. The district is anticipated to continue to have a positive impact on the economic condition of Downtown. Diners will be encouraged to remain downtown longer, visiting retail establishments and other venues, injecting more dollars into the local economy. Small, locally-owned businesses, and their employees will be the primary benefactors of this program.



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ regular _____ meeting of the _____ Kalamazoo City Commission _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ Mayor Anderson _____ on _____ 05/16/2022 _____ at _____ 7:00 p.m. _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____ Factory Coffee LLC _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ recommended _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ Kalamazoo City _____
council/board at a _____ regular _____ meeting held on _____ May 16, 2022 _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Scott A. Borling

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 20-61

**A RESOLUTION DESIGNATING SOCIAL DISTRICTS CONTAINING
COMMONS AREAS AND ADOPTING A MANAGEMENT AND
MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON
PREMISES LIQUOR LICENSEES EXPANDED USE OF SHARED AREAS
FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124
OF 2020**

Minutes of a regular meeting of the City Commission of the City held on November 16, 2020, at or after 7:00 o'clock p.m., local time, by electronic means.

PRESENT, Commissioners: Cunningham, Hess, Knott, Praedel, Urban, Vice Mayor
Griffin, Mayor Anderson

ABSENT, Commissioners: None

The following preamble and resolution were offered by Commissioner Urban and supported by Commissioner Knott.

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 Public Act 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees to obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, if the governing body of a local governmental unit designates a social district that contains a commons area, the governing body must define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Commission finds that designating social districts and commons areas pursuant to the Act is in the best interests of the citizens of the City of Kalamazoo especially in light of COVID-19 restrictions on indoor gatherings and social distancing recommendations;

NOW, THEREFORE, BE IT RESOLVED that the City Commission designates the social districts and commons areas as provided on the attached maps, establishes the attached management and maintenance plan, and authorizes the City Manager or his designee to take all such other actions necessary in order to implement this Resolution and comply with the Act.

BE IT FURTHER RESOLVED that the commons area shall be expanded to include Bronson Park at such time as City ordinance allows for it.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to forward this Resolution and the attached maps and management and maintenance plans to the MLCC as required by the Act together with this Resolution.

The above resolution was offered by Commissioner Urban and supported by Commissioner Knott.

AYES, Commissioners: Cunningham, Hess, Knott, Praedel, Urban, Vice Mayor Griffin, Mayor Anderson

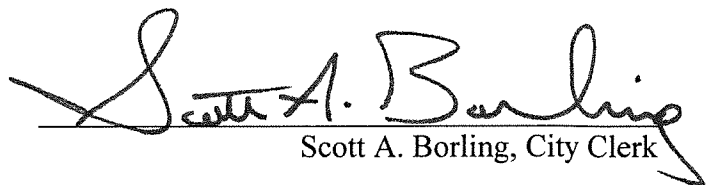
NAYS, Commissioners: None

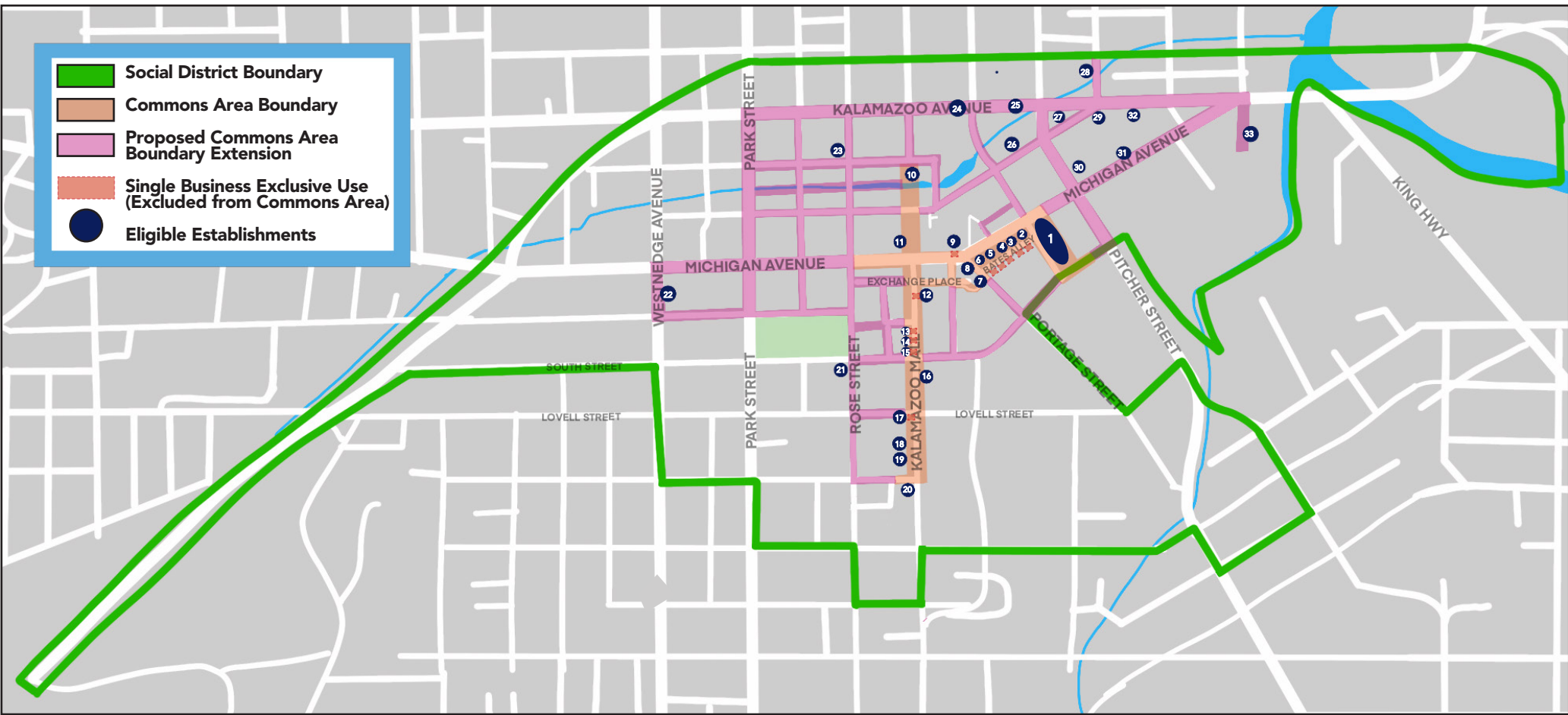
ABSTAIN, Commissioners: None

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 November 16, 2020. Public notice was given and the meeting was conducted in compliance with the Michigan Open Meetings Act (PA 267 of 1976) as amended by PA 228 of 2020. Minutes of the meeting will be available as required by the Act.


Scott A. Borling, City Clerk



DOWNTOWN KALAMAZOO COMMONS AREA LOCATIONS

- | | | | |
|--|----------------------------------|-------------------------------------|-------------------------------------|
| 1 Entertainment District
The Gatsby
Wild Bull
District Square
Skydeck
Loft 310 | 8 LFG | 17 Tibb's Brewing Company | 26 Kalamazoo Beer Exchange |
| 2 Coney Island | 9 The Wine Loft | 18 The State Theatre | 27 Water Street Coffee Joint |
| 3 Tempo Vino | 10 Final Gravity | 19 Harvey's on the Mall | 28 Bell's Brewery |
| 4 Green Top Tavern | 11 Radisson Plaza Hotel | 20 Papa Pete's | 29 HopCat |
| 5 Fuze | 12 The Union | 21 Park Club | 30 Food Dance |
| 6 Olde Peninsula | 13 Principle | 22 Saugatuck Brewing Company | 31 Maru Sushi |
| 7 Stamped Robin | 14 Rustica | 23 Kalamazoo Hotel Partners | 32 Old Dog Tavern |
| | 15 Taco Bob's | 24 Tin Can Bar | 33 600 Kitchen and Bar |
| | 16 Central City Tap House | 25 Shakespeare's Pub | |

* Additional Single Business Exclusive Use areas may be added





DOWNTOWN KALAMAZOO SOCIAL DISTRICT AND COMMONS AREA(S)

Management and Maintenance Plan

OPERATION:

1. The Social District and Commons Areas shall be open for operation Sunday through Thursday from 10am to 10pm, and Friday and Saturday from 10am to midnight.
2. No tents or lighting shall be installed within the Social District or Commons Area(s) without City permission.
3. No amplified sound shall be used in the Social District or Commons Areas without City permission.
4. Umbrellas may be installed but shall not be mechanically fastened to street or sidewalk surfaces.
5. Dogs are permitted in the Social District and Commons Areas (the City's leash laws still apply, as does the obligation to pick up after your dog).

ACCESS:

1. Pedestrian access shall be maintained to all buildings in the Social District and Commons Areas as required by the City of Kalamazoo.
2. Emergency access shall be maintained to all adjacent properties in the Social District and Commons Areas as required by the City of Kalamazoo.

ALCOHOL:

1. Alcoholic beverages are allowed in the Commons Area(s) only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC), any accompanying MLCC regulations, and City of Kalamazoo requirements.
2. Alcoholic beverages shall only be purchased at the licensed premises of a Social District Permit holder and must be consumed in designated Commons Areas.

SEATING, TABLES, AND RELATED FURNISHINGS:

1. Kalamazoo Downtown Partnership will maintain any seating, tables, and related furnishings that have been purchased and deployed by KDP within the Social District.
2. Seating, tables, and related furnishings that have been provided by individual Social District Permit Holders shall be the sole responsibility of the Social District Permit Holders and must comply with ADA accessibility requirements. Under certain circumstances, Social District Permit holders may use public space for seating, tables, and related furnishings. Interested Social District Permit holders must contact Kalamazoo Downtown Partnership for necessary reviews and municipal approvals.
3. Related furnishings are defined as planters, fencing, spatial delineators or other elements that are deployed as part of a seating expansion within the Social District.

SIGNAGE

1. Kalamazoo Downtown Partnership in consultation with the City will provide signage that designates the Commons Area(s) and Commons Area(s) boundaries.
2. Existing City of Kalamazoo sign ordinances are still applicable within Social District and Commons Area(s)

TRASH AND RECYCLING:

1. Kalamazoo Downtown Partnership will provide temporary trash cans and/or recycling cans within Commons Area(s) and at Commons Area boundaries and will maintain these trash cans and/or recycling cans and conduct trash removal operations at these locations for the duration of the Social District and Commons Area operation so long as it is economically feasible to do so.
2. At locations where existing trash cans are already installed, Kalamazoo Downtown Partnership and City of Kalamazoo will continue their current maintenance and trash removal operations.

REVIEW:

1. The Management and Maintenance Plan shall be included in any future Social District reviews conducted by the City of Kalamazoo or other entities.
2. Kalamazoo Downtown Partnership shall be included in any review and consulted on any revisions to the Social District and Management and Maintenance Plan.
3. Alcoholic beverages consumed in Commons Areas are required to be in designated cups per the requirements of the MLCC and the City of Kalamazoo.
4. Social District Permit holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including confirming the consumer's identification and age, and prohibiting the sale of alcohol to intoxicated parties.
5. During regular patrols, Kalamazoo Department of Public Safety will monitor Commons Area(s) as assigned for compliance with MLCC and City of Kalamazoo rules and regulations.
6. Kalamazoo Downtown Partnership staff and/or contractors will also monitor Commons Areas and report compliance issues to the proper authorities so long as it is economically feasible to do so.
7. Additional commons areas may be considered at a future date by City Commission.

SOCIAL DISTANCING AND COVID-19 RESPONSE:

1. All users of Social District and Commons Area(s) shall follow State of Michigan social distancing requirements.
2. All users of Social District and Commons Areas shall comply with State of Michigan Executive Orders, including but not limited to, complying with limits on social gatherings and requirements relating to face masks.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.12.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Steve Vicenzi, Director of Management Services/CFO
Prepared by: Jennifer Clark, Accounting Division Manager

DATE: June 6, 2022

SUBJECT: Approval of Budget Amendments and Informational Reporting of Capital Project Carryforwards and Grant Acceptances

RECOMMENDATION:

It is recommended that the City Commission approve the following budget amendments detailed by fund and year as the following:

2021 Amendment - Total \$2,344,253

General Fund - \$57,908
Major Streets - \$20,000
Foundation for Excellence - \$86,791
KVET/Drug Enforcement - \$50,000
Jurisdictional Transfer Capital Fund - \$20,000
Capital Improvements Projects Fund - \$2,109,554

2022 Amendments - Total \$8,785,356

General Fund - \$196,815
Foundation for Excellence - \$6,946,865
Wastewater Fund - \$130,449
Water Fund - \$1,511,227

BACKGROUND:

The City's Budget Policies adopted by the City Commission and State law require that the City's legislatively appropriated expenditures be adequate to cover actual expenditures. Amendments to the 2021 budget recognize adjustments that were required for final year end expenditures and final year-end closing or audit adjustments. Amendments to the 2022 budget require approval from the City Commission for expenditures planned in the 2021 operating budget that will be completed in 2022. Based on these requirements, the City

recommends the following adjustments.

Details of all adjustments are included in the attachments.

GENERAL FUND (FUND 101)

2021 - \$57,908:

Increase the 2021 General Fund budget to formally recognize the annual budget amounts that were excluded from the adopted budget in error.

2022 - \$196,815:

Increase the 2022 General Fund budget for expenditures planned in and budgeted in 2021, but not completed by the end of the year for the following departments:

- City Commission - \$100,000 for Gun Violence Initiatives.
- Diversity, Equity and Inclusion - \$96,815 for DEI Initiatives.

SPECIAL REVENUE FUNDS

Major Streets Fund (202) - Increase the 2021 budget by \$20,000 for increased capital improvement costs, fully funded by operating transfers from previously received Jurisdictional Transfer funds held in the Jurisdictional Transfer Capital Projects fund. An offsetting increase is requested for the Jurisdictional Transfer Fund (440) to increase the operating transfer for 2021.

Foundation for Excellence Aspirational Projects Fund (251) –

2021 - \$86,791:

Increase the 2021 budget by a total of \$86,791 for the purchase of 322 Stockbridge. The City Commission approved the purchase agreement, but the agenda request did not call attention to the additional 5% administrative fee in the contract language.

2022 - \$6,946,865:

Increase the 2022 budget by a total of \$6,946,865 for Foundation for Excellence Projects previously included in the 2021 budget, but not completed prior to the end of the year. A supplemental listing of carryforward by project amount has been provided.

Drug Enforcement Fund (265) – Increase the Drug Enforcement Fund 2021 budget by a total of \$50,000 for overtime wages and benefits associated with federally reimbursed drug enforcement activities. Task Force Federal revenues of \$147,834 are available to cover the expenditures incurred

by the Department of Public Safety.

CAPITAL PROJECTS FUNDS

Jurisdictional Transfer Fund (440) - Increase the operating transfer budget in 2021 by \$20,000 to fund increased capital improvement projects funds in the Major Streets Capital Improvement Plan. An offsetting increase is requested for the Major Streets Fund (202) to accept the increase of this transfer.

Capital Improvement Projects Fund (495) - Increase the 2021 capital improvement projects budget by \$2,109,554 for the portion of the Farmer's Market Project funded by the Foundation for Excellence. The adopted 2021 included the approval of this project and the funds were adopted in the 2021 Foundation for Excellence budget. However, a budget adjustment is required to recognize those expenditures and associated funding from the Foundation for Excellence within the Capital Improvements Projects Fund.

UTILITIES FUNDS

Wastewater Fund (590) – Increase the 2022 Wastewater Fund operating budget for capital outlay expenditures by a total of \$130,449 included in the 2021 budget, but not completed by the end of the year. The requested budget will be utilized for machinery and equipment.

Water CIP Fund (591) –Increase the 2022 Water Fund operating budget by a total of \$1,511,227 for capital outlay expenditures included in the 2021 budget, but not completed by the end of the year. The requested budget will be utilized for smart meters and vehicular equipment.

INFORMATIONAL

Capital Fund Carryforward

The City's budget policies authorize approved capital project budgets to be re-appropriated at the end of the year. For informational purposes, the attached schedule includes \$64,695,905 in budgeted capital projects carried forward from 2021 to 2022.

ARPA Fund Carryforward

The City's standard practice is to carry forward unused grant funds from one year to the next. A total of \$2,070,000 will be carried forward for ongoing community violence intervention and United Way subrecipient projects.

Grants less than \$25,000

The budget policies authorize the City Manager to accept grants and donations under \$25,000.

In 2021, the City Manager's Office has accepted requests for a total of \$169,333.99 in grants and donations under \$25,000.00. A listing of the donations and grants accepted is included in the attachments.

STRATEGIC VISION ALIGNMENT:

Relevant Priority Based Budgeting Program (program name):

Annual Budget Preparation

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 long term.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The increased expenditures requested are less than or equal to the reserve balance created through prior savings in each fund.

2021 Year End Budget Amendments

Department	Fund #	Fund Name	Funding Account Description	Expenditure Account Description	Amount	Description
Parks and Recreation	495	Capital Improvement Projects Fund	FFE Funding - Aspirational Projects	Construction Services	\$ 2,109,554	Merge the FFE Funded Farmers Market Project and existing Capital Improvement Fund project for ease of project management and tracking. The project was approved in the capital plan. This only corrects the accounting for the project.
City Commission	101	General Fund	Reserves	Personnel - Salary and Fringe	\$ 57,908	City Commission Wages were inadvertently excluded from the 2021 Adopted Budget. This corrects that error.
Public Services	202	Major Streets	Transfer from Jurisdictional	Constructions Services	\$ 20,000	Additional Expenses required for the cost of construction. Funds are available from the Jurisdictional Transfer funds received from the State of Michigan. This recognized the additional transfer required.
Public Services	440	Jurisdictional Transfer	Reserves	Transfer to Major Streets	\$ 20,000	Additional Expenses required for the cost of construction. Funds are available from the Jurisdictional Transfer funds received from the State of Michigan. This recognized the additional transfer required.
Foundation for Excellence	251	Foundation for Excellence Aspirational Projects	Reserves	Capital Outlay	\$ 86,791	The original commission approval for 322 Stockbridge did not clearly state there would be an additional 5% administrative cost to the seller as approved in the agreement. While this was in the contract language, we are submitting this additional budget amendment for full transparency.
Public Safety	265	Drug Enforcement Fund	Drug Task Force Revenues	Overtime Salaries and Benefits	\$ 50,000	The overtime and associated benefits needed for Federal reimbursable task force operations is not known ahead of time, but is reimbursed by the Federal Government. Task force revenues of \$147,834 is adequate to cover the \$50,000 needed for enforcement activities.
					\$ 2,344,253	

TOTAL BY FUND:

101	General Fund	\$ 57,908
202	Major Streets	\$ 20,000
251	Foundation for Excellence Aspirational Projects	\$ 86,791
265	Drug Enforcement Fund	\$ 50,000
440	Jurisdictional Transfer	\$ 20,000
495	Capital Improvement Projects Fund	\$ 2,109,554
TOTAL AMENDMENTS		\$ 2,344,253

2022 Q1 Budget Amendment

Department	Fund #	Fund Name	Funding Account Description	Expenditure Account Description	Amount	Description
City Commission	101	General Fund	Reserves	Commission Initiative	\$ 100,000	Adjustment to carry forward the budget from the previously approved Gun Violence Initiative not completed by the end of 2021.
Diversity, Equity, and Inclusion	101	General Fund	Reserves	Professional and Contractual Services	\$ 96,815	Adjustment to carry forward the budget from previously approved Diversity, Equity, and Inclusion initiatives not completed by the end of 2021.
Foundation for Excellence	251	Foundation for Excellence Aspirational Projects	Reserves	Various Projects - See supplemental listing	\$ 6,946,865	Adjustment to carryforward the budget from previously approved Foundation for Excellence Aspirational projects not completed by the end of 2021. See supplemental listing of projects.
Public Services	590	Wastewater	Reserves	Capital Outlay	\$ 130,449	Adjustment to carryforward the budget from previously approved capital outlay expenditures included in the 2021 Wastewater operating budget, but not completed by the end of 2021.
Public Services	591	Water	Reserves	Capital Outlay	\$ 1,511,227	Adjustment to carryforward the budget from previously approved capital outlay expenditures included in the 2021 Water operating budget, but not completed by the end of 2021.
					\$ 8,785,356	

TOTAL BY FUND:			
101	General Fund	\$	196,815
251	Foundation for Excellence Aspirational Projects	\$	6,946,865
590	Wastewater Fund	\$	130,449
591	Water Fund	\$	1,511,227
TOTAL AMENDMENTS		\$	7,143,680

FOUNDATION FOR EXCELLENCE ASPIRATIONAL PROJECTS

Carryforward 2021-2022

STRATEGIC GOAL IMPACT		2021-2022
2022 Proj #s	PROJECT NAME	CARRY FORWARD
251-740-00	FFE OPERATIONS	
ffe000001	COMMUNICATION & EVALUATION	29,154
	TOTAL	29,154
251-740-01	YOUTH DEVELOPMENT & EMPLOYMENT	
ffe010001	SUPER REC	72,617
ffe010002	YOUTH EMPLOYMENT-KRESA	245,000
ffe010003	ALL THINGS POSSIBLE	56,222
ffe010004	DIGITAL ACCESS FOR ALL PARTNERSHIP	176,150
ffe010005	COUNSELOR'S-IN-TRAINING STIPEND	-
ffe010006	CHILDHOOD SAVINGS ACCOUNT PROGRAM	-
ffe010007	YOUTH SPORT PROGRAM	34,935
ffe010008	KALAMAZOO YOUTH ACTION COUNCIL (KYAC)	12,000
	TOTAL YOUTH DEVELOPMENT & EMPLOYMENT	596,924
251-740-02	SHARED PROSPERITY KALAMAZOO	
ffe020001	SPK HIGH IMPACT FUND	606,119
	TOTAL SHARED PROSPERITY	606,119
251-740-03	COMPLETE NEIGHBORHOODS	
	COMPLETE NEIGHORHOODS INFRASTRUCTURE	
ffe0310001	NEIGHBORHOOD TREE MAINTENANCE	73,432
ffe0310002	TREE PLANTING	262,749
ffe0310003	TRAFFIC CALMING	71
ffe0310005	NEIGHBORHOOD SIDEWALKS	433,479
ffe0310008	BIKE LANES (WESTNEDGE/PARK)	174,000
ffe0310009	KZOO CYCLE TRACK EXTENSION	138,000
ffe0310011	RIVERSIDE CEMETERY PAVING	-
ffe0310012	TWO-WAY STREET CONV-CPED PLANNING	-
ffe0310013	TWO-WAY STREET CONV-ENGINEERING DESIGN	-
	TOTAL INFRASTRUCTURE	1,081,732
	COMPLETE NEIGHORHOODS PARKS	
ffe0320004	SOUTHSIDE PARK (URGENT REPAIRS)	11,343
	TOTAL PARKS	11,343
	NEIGHBORHOOD ENGAGEMENT & ACTIVATION	
ffe0330001	NEIGHBORHOOD OUTREACH & ENGAGEMENT	152,287
ffe0330002	EXPRESS VOTE ELECTION SYSTEMS	-
ffe0330003	NEIGHBORHOOD PAINT LABOR PROGRAM	-
ffe0330004	NEIGHBORHOOD BEAUTIFICATION	6,143
ffe0330005	NEIGHBORHOOD PLAN IMPLEMENTATION	-
	TOTAL NEIGHBORHOOD	158,430
	TOTAL COMPLETE NEIGHBORHOODS	1,251,505

FOUNDATION FOR EXCELLENCE ASPIRATIONAL PROJECTS

Carryforward 2021-2022

STRATEGIC GOAL IMPACT		2021-2022
2022 Proj #s	PROJECT NAME	CARRY FORWARD
251-740-04	INVITING PUBLIC PLACES	
ffe0400001	DKI INVITING PUBLIC PLACES	90,768
	TOTAL INVITING PUBLIC PLACES	90,768
251-740-05	CONNECTED CITY	
ffe0500001	YOUTH MOBILITY	558,119
	TOTAL CONNECTED CITY	558,119
251-740-06	ECONOMIC VITALITY	
	ECONOMIC DEVELOPMENT	
ffe0620001	BDF CAPACITY BUILDING TRAINING	71,103
ffe0620002	BDF FAÇADE GRANTS	85,484
ffe0620003	BDF UNITED WAY KMEG/KSBL	-
ffe0620004	BDF TECHNICAL ASSISTANCE GRANTS	80,000
ffe0620005	BDF WHITEBOX BUILDOUT ASSISTANCE	112,500
ffe0620006	BDF CANDO BUSINESS INCUBATOR	-
ffe0620007	BDF OUTREACH PROGRAM GRANTS	-
ffe0620008	BDF GAP GRANTS	-
ffe0620009	BDF INCREMENTAL DEVELOPMENT TRAINING	-
ffe0620010	UNITED WAY ADMIN GAP	40,000
ffe0620011	NEIGHBORHOOD BUSINESS SIGNS	35,000
ffe0620012	POP UP RETAIL-MARKET STALLS	40,000
	TOTAL ECONOMIC DEVELOPMENT	464,087
	AFFORDABLE HOUSING	
ffe0630001	HDF INCREMENTAL DEVELOPMENT	1,937,018
ffe0630002	HDF LISC DEVELOPMENT	250,000
ffe0630003	HDF SITE ACQUISITION	250,000
ffe0630004	HDF PATHWAYS HOME PARTNERSHIP	500,000
ffe0630005	HDF PATHWAYS LEASE PURCHASE	-
ffe0630006	HDF HOUSING PREDEVELOPMENT	-
ffe0630007	HDF LAWRENCE PROPERTIES	-
ffe0630009	CLEARING CLOUDED TITLES	7,292
ffe0630010	FORECLOSURE PREVENTION	50,000
ffe0630011	CONTINUUM OF CARE	10,000
	TOTAL AFFORDABLE HOUSING	3,004,310
	TOTAL ECONOMIC VITALITY	3,468,396
251-740-07	ENVIRONMENTAL RESPONSIBILITY	
ffe0700001	GREEN AFFORDABLE HOUSING (ENERGY AUDIT)	151,000
ffe0700002	TIRE BLITZ	1,645
ffe0700003	ECO NEIGHBORHOODS-GARDEN KITS	6,224
	TOTAL ENVIRONMENTAL RESPONSIBILITY	158,869

FOUNDATION FOR EXCELLENCE ASPIRATIONAL PROJECTS

Carryforward 2021-2022

STRATEGIC GOAL IMPACT		2021-2022
2022 Proj #s	PROJECT NAME	CARRY FORWARD
251-740-08	SAFE COMMUNITY	
ffe5010001	LEAD SERVICE REMOVAL/REPLACEMENT	38,081
ffe0800002	DANGEROUS BUILDING DEMOLITION	-
ffe0800003	HDF CRITICAL & CODE REPAIR	-
TOTAL SAFE COMMUNITY		38,081
PROJECT TOTALS		6,797,936

FOUNDATION FOR EXCELLENCE - OTHER

n/a	CONTINGENCY HOLDING	148,930
TOTAL FOUNDATION FOR EXCELLENCE		6,946,865



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
CAPITAL IMPROVEMENT PROGRAM (FUND 495)		
cip0200032	NEW STATION #2 (ALCOTT)	4,876,308.36
cip0200047	NEW STATION #1	250,000.00
	Subtotal Public Safety	5,126,308.36
cip0300056	BRONSON PARK IMPROVEMENTS	189,047.37
cip0300057	FARMERS MARKET REDEVELOPMENT	1,990,914.41
cip0300062	NORTHSIDE SPLASH PAD	269,733.82
cip0300068	MILHAM PARK IMPROVEMENTS	529,174.00
cip0300075	KIK POOL; POOL REPAIR & BLDG IMPROVEMENT	53,473.56
cip0300076	MLK PARK IMPROVEMENT	55,896.32
cip0300077	PARKS AND RECREATION EQUIPMENT	3,484.80
	Subtotal Parks & Recreation	3,091,724.28
cip0600036	KRVT - PORTAGE CREEK TRAIL PH (3)	268,703.56
cip0600037	CITY HALL 4TH FLOOR UPGRADES - FAN COIL	6,022.96
cip0600039	FLEET HEAVY EQUIPMENT	568,595.39
cip0600041	CITY WIDE FACILITY IMPROVEMENTS	94,146.72
	Subtotal Public Services	937,468.63
cip0500058	DATA CENTER CONSOLIDATION	1,153.20
cip0500059	CYBER SECURITY	561.55
cip0500060	2019 SERVERS, INFRASTRUCTURE & EQUIPMENT	27,042.82
cip0500061	CPED ROSE ST LEASEHOLD IMPROVEMENTS	48,132.99
cip0500064	CITY WIDE SECURITY CAMERA PROJECT	330,856.74
cip0500066	WATCHGUARD SERVER EXPANSION	250,000.00
cip0500067	DATA CENTER BACKUP HARDWARE	389.48
cip0500068	CISCO CORE SWITCH (KDPS)	27,106.07
cip0500069	CISCO FIREWALL HARDWARE	65,011.00
	Subtotal General CIP	750,253.85
cip0100000	CONTINGENCY RESERVES	168,671.82
	TOTAL CIP	10,074,426.94



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
MAJOR STREETS CAPITAL IMPROVEMENT PROGRAM (FUND 202)		
mst0100002	SCATTERED SITES	155,139.43
mst0100171	DRAKE ROAD SHARED USE PATHWAY	79,602.25
mst0100186	CORK (PORTAGE TO SPRINKLE)	617,301.05
mst0100189	HOWARD ST PEDESTRIAN IMPROVEMENTS	88,555.65
mst0100194	W MI/HOWARD RESURFACING & SIGNAL WORK	141,876.22
mst0100197	PITCHER STREET RECONSTRUCTION	239,333.50
mst0100198	HOWARD ST REPAVING (STADIUM TO OAKLAND)	87,602.89
mst0100200	ANGLING ROAD CULVERT	18,895.00
mst0100206	PORTAGE-STOCKBRIDGE TO PORT/PITCHER CONN	684,732.64
mst0100209	HARRISON ST EXTENSION - PHASE II	64,768.63
mst0100210	OAKLAND (PARKVIEW TO HOWARD)	185,729.17
mst0100212	PARKVIEW AVE (OAKLAND TO GREENLEAF)	820,489.00
mst0100218	BANK ST RE-ALIGNMENT	261,965.84
mst0100222	MILLER RD (EMERALD TO SPRINKLE)	539,687.13
mst0100229	PATERSON BRIDGE	212,458.25
mst0100238	DRAKE RD (PARKVIEW - STADIUM)	88,875.00
mst0100241	PORTER STREET (FRANK - PATERSON)	25,896.00
mst0100251	STADIUM DR (RAMBLING-LOVELL)	1,218.75
mst0100256	SOUTH & WESTNEDGE IMPROVEMENT	39,950.98
mst0100258	E MAIN (E MICHGAN - WALLACE)	70,350.10
mst0100259	ROSE ST (CROSSTOWN - SOUTH)	583,125.09
mst0100260	SAFE ROUTES TO SCHOOL	32,600.00
mst0100261	MDOT SAFETY PROGRAM	16,764.98
mst0100263	KILGORE RD (OAKLAND - WESTNEDGE)	27,998.50
mst0100266	COVINGTON (VANRICK-MANCHESTER)	197,656.54
mst0100274	MDOT I-94/KILGORE SIGNAL UPGRADES	14,200.00
mst0100276	DOWNTOWN STREETS DESIGN	46,614.19
mst0100277	WOODS LAKE SEDIMENT REMOVAL	36,000.00
mst0100278	STADIUM DRIVE CULVERT REPLACEMENT	662,500.00
mst0100279	BURDICK (KILGORE - STOCKBRIDGE CAPE SEA)	35,000.00
mst0100284	PERMANENT PATCHING PROJECT	100,000.00
mst0100285	DOUGLAS AVE (KALAMAZOO TO KAAF)	72,743.74
mst0100286	HOWARD ST (STADIUM TO OAKLAND)	86,500.00
mst0100287	PORTER ST (KALAMAZOO-FRANK)	32,098.50
mst0100000	CONTINGENCY RESERVES	543,640.42
TOTAL MAJOR STREETS CIP		<u>6,911,869.44</u>



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
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LOCAL STREETS CAPITAL IMPROVEMENT PROGRAM (FUND 203)

lst0100002	SCATTERED SITES	112,930.91
lst0100217	FRANK ST - RAILROAD CROSSING	10,000.00
lst0100256	GEMBRIT CIRCLE	23,652.63
lst0100259	OAK ST (PIONEER - WHEATON)	109,154.46
lst0100275	WELLS PL (MARCH - JAMES)	20,000.00
lst0100279	INKSTER BRIDGE	71,314.84
lst0100288	BOSWELL LN (DEADEND-BERKSHIRE)	12,892.67
lst0100299	WALNUT STREET BRIDGE	27,038.75
lst0100300	LAKE STREET BRIDGE	7,595.25
lst0100000	CONTINGENCY RESERVES	63,243.76
TOTAL LOCAL STREETS CIP		<u>457,823.27</u>

CEMETERIES CAPITAL IMPROVEMENT PROGRAM (FUND 209)

cem0100025	ISGF MOUNTAIN HOME RANK 1 CATCH BASINS	132,000.00
cem0100026	ISGF MOUNTAIN HOME RANK 2 ROADWAY PAVE	308,000.00
cem0100027	ISGF MOUNTAIN HOME RANK 3 RETAINING WALL	160,000.00
cem0100028	ISGF MOUNTAIN HOME RANK 4 URGENT BLDG	22,350.00
cem0100029	ISGF PASS-THROUGH JEWISH MTN HOME	61,870.00
cem0100030	HANDRAIL-RIVERSIDE VETERAN'S MEMORIAL	20,850.00
TOTAL CEMETERIES CIP		<u>705,070.00</u>



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
WASTEWATER CAPITAL IMPROVEMENT PROGRAM (FUND 590)		
wwr0100079	ASSET MGMT-MOBILE WORK ORDER	11,156.13
wwr0100163	LIFT STATIONS RADIOS	88,149.85
wwr0100179	SOLIDS HANDLING PROCESS-UPGRADE	1,389,242.12
wwr0100196	TERTIARY PROCESS UPGRADE	7,007,475.00
wwr0100201	RAW PUMP REPLACEMENT	12,200.00
wwr0100206	ALTERNATE FORCE MAIN & GRIT SYSTEM	139,016.08
wwr0100212	CLARIFIER DRIVES & SWEEPS (5-8)	109,442.50
wwr0100220	SCHIPPERS DAM & CULVERT REPLACEMENT	315,750.00
wwr0100223	POWER STATION SWITCHGEAR	155,630.31
wwr0100224	SCHIPPERS (STA 5) LATERAL BACKWASH CONN	326,900.00
wwr0100225	MORRIS ROSE LIFT STATION IMPROVEMENT	192,000.00
wwr0100228	REAL TIME DECISION SUPPORT SYSTEM(RT-DSS	613,086.51
wwr0100239	KWRP INTERCEPTOR BIOFILTRATION ODOR CONT	3,708,237.24
wwr0100243	METER & SAMPLING STATION IMPROVEMENTS	16,908.48
wwr0100248	WWTP TRUCK SCALE/BUILDING	52,700.00
wwr0200061	SEWER TRENCHLESS REHAB PROGRAM	613,181.86
wwr0200066	NEWTON CT SANITARY SEWER	8,315.00
wwr0200067	FELLOWS CT SANITARY SEWER REPLACEMENT	8,315.00
wwr0200071	LANCASTER DRIVE SEWER MAIN	36,646.29
wwr0200072	SEWER MAIN RELOCATION INSPECTIONS	11,800.00
wwr0400051	LEAF COMPOST SITE	103,075.00
wwr0100000	GENERAL CONTINGENTY RESERVES	79,238.35
wwr0200002	SEWER CONSTRUCTION CONTINGENCY	577,127.74
TOTAL WASTEWATER CIP		<u>15,575,593.46</u>



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
WATER CAPITAL IMPROVEMENT PROGRAM (FUND 591)		
wat0100012	WELL REPLACEMENT PROGRAM	295,293.75
wat0100013	WELL ABANDONMENTS (SEE LISTING)	70,000.00
wat0200063	WELL #8-5 REPLACEMENT	128,002.15
wat0200073	STA #11 UPGRADES	282.74
wat0200077	PHOSPHATE UPGRADE	5,117,465.70
wat0200078	STATION ROADWAY IMPROVEMENTS	123,286.83
wat0200080	SUPER HIGH PRESSURE DISTRICT TANK	2,114,729.26
wat0200082	STA #24 UPGRADES	22,769.79
wat0200083	STA #5 BOOSTER PUMP HOUSE REPLACEMENT	2,040,183.95
wat0200094	CENTRAL PS SAND FILTER VALVE REPLACEMENT	50,000.00
wat0200096	STA#10 UPGRADES	32,603.58
wat0200101	STA#4 UPGRADES	200,000.00
wat0200103	STATION FACILITY UPGRADES	15,336.25
wat0200106	STATION PLC REPLACEMENT	100,000.00
wat0200116	STATION GENERATOR INSTALLATIONS	211,418.68
wat0200117	CENTRAL SCRUBBER UPGRADE	49,783.44
wat0200121	STATIONS 3, 22, 24, 25 ACTUATORS	50,000.00
wat0400199	1381 S DRAKE RD - NEW HYDRANT	15,000.00
wat0500002	VALVE IMPROVEMENT PROGRAM	88,528.90
wat0500300	CORK STREET - PORTAGE TO SPRINKLE	694,414.64
wat0500308	PORTAGE ST (STOCKBRIDGE TO WALNUT)	493,295.64
wat0500321	BANK STREET RE-ALIGNMENT	4,857.11
wat0500342	COOPER TOWNSHIP WATER MAIN (DWRP 20)	15,447.30
wat0500343	GLENDALE BLVD WATER MAIN REPL (DWRP 20)	59,035.75
wat0500351	33RD ST WATER MAIN	5,076,370.00
wat0500352	FELLOWS COURT WATER MAIN REPLACEMENT	8,315.00
wat0500354	NEWTON COURT WATER MAIN REPLACEMENT	8,315.00
wat0500355	PARKVIEW - OAKLAND TO GREENLEAF	2,569,268.56
wat0500357	SUNVALLEY-ANGLING RD TO NORTH CUL-DE-SAC	44,928.23
wat0500359	NEW COOPER TOWNSHIP WATER MAIN (DWRP 20)	3,616,364.48
wat0500362	ANGLING RD-CULVERT REPLACEMENT	37,000.00
wat0500379	RICHLAND WATER MAIN PROJECT (DWRP 20)	361,874.63
wat0500396	ACADEMY STREET CULVERT MAIN	42,250.00
wat0500397	G AVENUE/GULL ROAD ROUNDABOUT	184,536.64
wat0500398	I 94 - LOVERS LANE TO SPRINKLE	88,931.85
wat0500399	LOVERS LANE - I 94 TO KILGORE	87,715.97
wat0500400	ANNUAL LEAD SERVICE REPLACEMENT	430,300.88



2021 to 2022 Capital Project Carryforwards

Project Number	Project Name	2021 to 2022 Carryforward
wat0500401	LAKE STREET WATER MAIN RECONSTRUCTION	116,279.17
wat0500402	HYDRANT REPLACEMENT PROGRAM	26,389.15
wat0500403	HOWARD ST TRAIL WATER MAIN RELOCATION	7,675.53
wat0500422	PORTER ST (KAL - RANSOM) WATER MAIN REPL	40,000.00
wat0600469	LEAD SERVICES-CITY OF KALAMAZOO (DWRF20)	3,278,967.31
wat0600480	COOPERS LANDING/3561 N CIRCLE DR(BLDG27)	1,450.90
wat0700013	PARCHMENT WATER METER REPLACEMENT	44,603.03
wat0800021	ASSET MGMT-MOBILE WORK ORDER	6,160.52
wat0800033	SCADA HARDWARE AND SOFTWARE	45,434.53
wat0800046	CENTRAL ROOF & MAU REPLACEMENT	118,779.11
wat0800047	STOCKBRIDGE FACILITY UPGRADES	691,872.50
wat0800048	ROOF REPLACEMENT PROGRAM	50,000.00
VARIOUS	CIA* INFRASTRUCTURE	523,999.49
wat0500000	INFRASTRUCTURE CONTINGENTY RESERVES	761,236.40
wat0800000	GENERAL CONTINGENCY RESERVES	710,367.74
TOTAL WATER CIP		<u>30,971,122.08</u>
 TOTAL 2021-2022 CAPITAL CARRYFORWARD		 <u><u>64,695,905.19</u></u>

* CIA = CONTRIBUTIONS IN AID OF CAPITAL



**Grants & Donations Under \$25,000 Accepted by the City Manager's Office
For the Year Ended December 31, 2021**

Department	Donor/Grantor	Grant Name	Amount
City Manager	Various	MLK/Social Justice Youth Award Program	2,100.00
Information Technology	Michigan Municipal Risk Management Authority (M	GIAC Certified Intrusion Analyst	7,020.00
Information Technology	Michigan Municipal Risk Management Authority (M	GIAC Continuous Monitoring Certification	7,020.00
Information Technology	Michigan Municipal Risk Management Authority (M	Certified Information Systems Security Professiona	3,995.00
Information Technology	Michigan Municipal Risk Management Authority (M	Certified Chief Information Officer (CCISO)	5,196.00
Public Safety	Various/PSO Amil Alwan Story	KDPS Donations	2,300.00
Public Safety	Shelby Meyer	K-9 Team	4,000.00
Public Safety	Dickie Foundation	UAS Grant	9,830.00
Public Safety	Village in the Valley	3 on 3 Basketball	810.00
Public Safety	Jaqua Relators	3 on 3 Basketball	1,815.00
Public Safety	Linda Digby	3 on 3 Basketball	50.00
Public Safety	Teachout and Associates	3 on 3 Basketball	1,280.00
Public Services	Irving S Gilmore Foundation	Stormwater Outreach & Education	20,000.00
Public Services	Michigan DNR	2021 Community Forestry Grant	20,000.00
Parks & Recreation	Irving S Gilmore Foundation	Youth Development & Art Projects	20,000.00
Parks & Recreation	KCF	CURF - COVID19 Adaptations for P&R Programmin	12,819.00
Parks & Recreation	Kalamazoo Youth Development Network	Youth Program Quality Intervention, Youth Progra	4,500.00
Parks & Recreation	KCF	Summer Youth Programming	24,900.00
Parks & Recreation	KCF	General Operating Support for PRD YAC	2,000.00
Parks & Recreation	Schupan & Sons	Swim for Success	10,000.00
Parks & Recreation	Kalamazoo Rotary Stage Endowment	Kalamazoo Rotary Stage Endowment Grant	5,655.00
Parks & Recreation	Sabina Streng	In Memory of Preston Taverna	100.00
Parks & Recreation	Katherine Gibb Lozeau	Memorial Tree - Crane Park	883.00
Parks & Recreation	David Isaacson	Memorial Bench - Fray's Park	100.00
Parks & Recreation	Kalamazoo Community Foundation Diane C Lang Fu	Diane C Lang Recreation Grant	2,860.99
Parks & Recreation	Discover Kalamazoo	In Memory of Preston Taverna	100.00
TOTAL			169,333.99



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.13.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Community Planning & Development Director
Prepared by: Sharilyn Parsons, Housing and Project Development Coordinator

DATE: June 6, 2022

SUBJECT: Housing Development Fund (previously known as Housing for All) Loan Allocation Increase of \$175,000 to LIFT Foundation for the Knight's Inn Affordable Housing Project

RECOMMENDATION:

It is recommended the City Commission approve a loan request for renovation of the Knights Inn for an additional \$175,000 to increase total loan approval from \$200,000 (approved 1-19-21) to \$375,000.

BACKGROUND:

A perceived Conflict of Interest has been identified with this funding recommendation. It is requested that the Mayor/Commissioner(s) who has the conflict identify themselves. The minutes will reflect the perceived conflict and abstaining from the vote.

The Housing Development Fund Initiative is an effort to provide resources to construct and preserve quality, affordable, housing that responds to our community's vision described through Imagine Kalamazoo. This fund is intended to provide loan gap funding for affordable housing projects in the City of Kalamazoo. The Housing Development Fund is made possible by the Foundation for Excellence and Housing and Urban Development funds. LIFT is converting the former Knight's Inn motel rooms into studio apartments and seeks to have housing available within 2022. LIFT's initial request for \$200,000 in a Housing for All forgivable loan was approved by the City Commission in January 2021.

Since then, additional costs that have arisen during the COVID-19 pandemic, and rising costs continue to add strain to existing development projects. A request for additional funding was received through the rolling Housing Development Fund application process in 2021. The Lodge

House directly addresses the lack of affordable housing available for residents with very-low incomes (0-30% area median income.)

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



Shared Prosperity - Abundant opportunities for all people to prosper

Complete Neighborhoods: This development brings security for all residents by creating housing for very low incomes.

Shared Prosperity: This development coordinates services that addresses basic needs including housing and financial capability.

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 project was discussed publicly when the City Commission approved the initial loan in January 2021.

Beyond the specific project, the Imagine Kalamazoo Master Plan 2025 adoption process heard many comments on housing issues, including:

- A desire for an increase in the quantity of attainable housing units throughout our neighborhoods
- A desire for multiple housing types throughout our neighborhoods
- A desire for resources (skills and funds) to rehabilitate homes, including for weatherization

Additionally, the LIFT foundation has consulted with the Continuum of Care/United Way and gathered data that continues to validate the need for homeless prevention to provide direct housing.

FISCAL IMPACT:

The allocation of the additional (\$175,000) funds is conditionally approved in the Housing Development Fund-Incremental Development 2021 budget. The January 2021 (\$200,000) encumbered approved funds remain within the 2021 budget. The Foundation for Excellence Aspirational Projects Fund carryforward budget for Housing Development Fund-Incremental Development is \$1,937,018.

The \$375,000 FFE-funded loan will be forgivable, with the repayment amount forgiven on a pro-rated basis based on annual documentation reporting compliance of units serving 0-30% area median income with supportive housing.



City Commission Agenda Report

City of Kalamazoo

Date: **1/19/2021**

Item: **G.9.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Laura Lam, Deputy City Manager
Prepared by: Rebekah Kik, Director Community Planning & Economic Development

DATE: January 19, 2021

SUBJECT: Housing for All Loan Allocation to LIFT Foundation for acquisition and renovation of the Knight's Inn in the amount of \$250,000.00.

RECOMMENDATION:

It is recommended the City Commission approve a loan request for renovation and acquisition of the Knights Inn for \$200,000 of Housing for All funding and \$50,000 allocation of HOME (HUD) funding and authorize the City Manager or designee to sign all necessary documents.

BACKGROUND:

The Housing for All initiative is an effort to provide resources to construct and preserve quality, affordable, housing that responds to our community's vision described through Imagine Kalamazoo. This fund is intended to provide loan gap funding for affordable housing projects in the City of Kalamazoo. The 2020 budget ear-marked \$1.4 million as financial gap funding for multi-family housing projects, or mixed-use projects involving four or more units to be occupied by individuals or families making less than 60% of Area Median Income. Those funds remain available and will be used in this project as described below. Housing for All is made possible by the Foundation for Excellence and Housing and Urban Development funds.

An application for funding was received at CPED during the rolling application period in November of 2020. After review of the application request and other project commitments, a decision to offer a gap loan in the amount of \$200,000 from FFE and \$50,000 from HOME funding was recommended by staff.

In Kalamazoo County, as across the country, there is a critical lack of affordable housing for individuals and families who make less than \$15.00/hour. This shortfall is particularly evident for those who may be grappling with a physical or mental health disability or substance use

disorder, and who may be receiving a standard disability payment of \$780/month or have no income.

In 2019, 1,344 single adults accessed the Kalamazoo County shelter system. Of those, 37% have one or more disabling conditions (Homeless Management Information System data, 2019). There is a significant shortage of quickly available, affordable, single occupancy units that could provide permanent housing for these community members.

Lodge House directly addresses the lack of housing for this population through the creation of 60 permanent, affordable studio apartments at the Knights Inn motel to residents in the 0 - 30% Area Median Income qualification. LIFT seeks to convert each of these motel rooms to studio apartments with renovation being completed within one year. However, the need to purchase the motel is immediate, ideally in January 2021. A time sensitive purchase allows for LIFT to continue motel operations beginning immediately with individuals solicited from encampments in Kalamazoo County. From January through April 2021, individuals that are currently living outside can have a warm, safe place to live while the development team finalizes plans for the renovation, obtains City approval and procures bids for the work. Then, beginning in May 2021, the conversion from motel to studio apartments will commence.

The \$50,000 loan from federal HOME funds will make the project eligible for a Payment in Lieu of Taxes (PILOT) when the building is converted to apartments. During the renovation, a separate request for a PILOT resolution will be presented to City Commission.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



Shared Prosperity - Abundant opportunities for all people to prosper

COMMUNITY ENGAGEMENT:

Imagine Kalamazoo Master Plan 2025

IK2025 heard many comments on housing issues, including:

- A desire for an increase in the quantity of attainable housing units throughout our neighborhoods
- A desire of multiple housing types throughout our neighborhoods
- A desire for resources (skills and funds) to rehabilitate homes, including for weatherization

Additionally, the LIFT foundation has consulted with the Continuum of Care/United Way and

gathered data that continues to validate the need for homeless prevention to provide direct housing.

FISCAL IMPACT:

The original budget allocated to Housing for All in 2020 was \$1.4 Million. The allocation of these funds would reduce the original budget by \$250,000.

\$200,000 Foundation for Excellence (FFE)
\$50,000 HOME (HUD)

Balances remaining in each funding source after this allocation.
\$800,000 FFE
\$350,000 HOME (HUD)

The \$800,000 balance in FFE is conditionally approved for other housing projects that will be presented individually as projects become ready for final review and City Commission approval.

When the Lodge House project reaches the renovation phase, a request for a Payment in Lieu of Taxes (PILOT) resolution will be presented to the City Commission. The fiscal impact of the PILOT will be detailed at the time of that request.

The \$200,000 FFE-funded loan will be forgivable, with the repayment amount decreasing with every year that apartments are reserved for 0-30% AMI supportive housing.

To meet requirements for PILOT eligibility, the HOME-funded \$50,000 will be a mortgage loan that is fully repaid.

Attachment for review

EXHIBIT A

PROMISSORY NOTE

\$375,000.00 LOAN TO: Lift Foundation for Lodge House

1. For value received, Lift Foundation, A Nonprofit Housing Corporation, (hereafter, "Borrower"), whose business is 2725 Airview Boulevard, Suite 202, Kalamazoo, Michigan 49007 promises to pay to the order of The City of Kalamazoo (hereafter, "City") whose address is 241 W. South Street, Kalamazoo, Michigan 49007, or at such other place as City may designate by written notice to the Borrower, the principal sum of THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$375,000.00) DOLLARS with one-percent interest (1.0%) per annum interest rate on the unpaid balance from and after the date the principal sum is received by the Borrower. The loan will become due the calendar year after the Certificate of Occupancy estimated as of January 1, 2023. This Note is executed pursuant to the provisions of the Loan Agreement (Loan) dated _____, _____, 2022 between City and Borrower.
2. Borrower shall pay the principal, plus interest, as follows:
 - a. Community Investment staff shall provide the Lift Foundation with annual monitoring documentation to be completed and returned to the City of Kalamazoo with attention to "Program Finance Supervisor", with the annual loan invoice for verification of affordability requirements per "Loan Agreement." If programming is not verifiable or shown to be in excess of U.S. Department of Housing and Urban Development (HUD) low-income limits, the full annual loan amount for the following year, including scheduled interest, will be due according to the amortization schedule
 - b. If the affordability criteria is not met and the LIFT Foundation makes its required annual loan payment, it can provide adequate, verifiable affordability documentation the following year in order to earn forgiveness of the next scheduled payment.
 - c. The annual payment amount is calculated to be \$17,027.53 per year (annually) towards principal and interest payable in 25 annual installments commencing on the first day of the year; Loan proceeds and continuing on the first (1st) day of each subsequent year until the entire unpaid balance is paid in full. Each year that income qualification criteria are met, the following year's annual payment, both principal and interest, will be forgiven.
 - d. The City shall credit each payment on the date it is received; proceeds first applied to satisfy any outstanding costs due the City, then accrued interest and finally principal.

- e. To assist Borrower with the payment schedule above, an amortization schedule is attached to this Note. This schedule assumes that payments are received by City on the date such payments are due. The last payment listed in the schedule may vary depending on several factors; those may include
 - 1. Borrower making early or late installment payments;
 - 2. Payments of additional principal; or
 - 3. City was entitled to recoup additional costs or expenses, or was entitled to increase the rate of interest either of which was the result of a default by Borrower as set forth below.
 - f. All Payments shall be made to "Kalamazoo City Treasurer", with an indication that it is applied towards the Loan given to Borrower by the City, and be sent to the City of Kalamazoo Treasurer, 241 W. South Street, Kalamazoo, Michigan 49007.
- 3. Borrower may repay Note, in whole or in part, at any time without premium or penalty. The City shall apply any partial prepayment first to reimburse the City for any costs or expenses for which it is entitled under this Note, then for any accrued interest and finally against the principal. Any prepayment, however, shall not postpone the due date of any subsequent annual installments or change the amount of such installments, unless the City shall otherwise agree in writing.
 - 4. The City may accelerate the indebtedness and declare the entire unpaid balance immediately due and owing (principal and accrued interest) if any of the following events occur before Note is fully paid:
 - a. Borrower fails to submit annual forgiveness affordability paperwork by the end of each year and such failure persists for a period of ten (10) days.
 - b. Partial payment or late payment shall not deprive the City of its right to accelerate the indebtedness and demand the total unpaid balance due and payable, or
 - c. Borrower becomes insolvent or is subject to receivership, bankruptcy or other insolvency proceedings, whether or not under court supervision, or
 - d. Borrower fails to fully comply with the terms of the Loan.
 - 5. If a lawsuit is instituted by the City to recover on Note, or if the City must take other actions to collect upon the Note, Borrower agrees to pay all costs of such action(s), including reasonable attorney fees. The parties agree that the proper venue for any lawsuit relating to this Note or the Loan is in Kalamazoo County and is governed by Michigan law. If the Note is reduced to judgment, such judgment shall bear interest at the increased rate under Paragraph 5, unless such rate is declared unenforceable.
 - 6. Borrower expressly assumes all risk of loss or delay of the delivery of any payments made by mail and no course of conduct or dealing shall affect Borrower's assumption of these risks.

7. Acceptance by the City of any payment in an amount less than the amount then due is considered an acceptance on account only and Borrower's failure to pay the entire amount due shall continue to be an event of default justifying acceleration.
8. Borrower waives presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, any defenses under Section 36-605 of the Michigan Uniform Commercial Code, the release of any of the collateral securing the Loan.

Lift Foundation, A Nonprofit Housing Corporation

By:
Its: Authorized Agent

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

On _____, 2022, before me, a Notary Public, personally appeared Lisa Wilcutt of Lift Foundation, A Nonprofit Housing Corporation, its authorized agent, and who acknowledged and executed this Promissory Note on its behalf.

Notary Public
_____ County, Michigan
My Commission expires: _____

Loan Amortization Schedule

Enter Values

Loan amount	\$375,000.00
Annual interest rate	1.00%
Loan period in years	25
Number of payments per year	1
Start date of loan	1/1/2023

Optional extra payments \$0.00

Loan Summary

Scheduled payment	\$17,027.53
Scheduled number of payments	25
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$50,688.31

City of Kalamazoo

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/1/2023	\$375,000.00	\$17,027.53	\$0.00	\$17,027.53	\$13,277.53	\$3,750.00	\$361,722.47	\$3,750.00
2	1/1/2024	\$361,722.47	\$17,027.53	\$0.00	\$17,027.53	\$13,410.31	\$3,617.22	\$348,312.16	\$7,367.22
3	1/1/2025	\$348,312.16	\$17,027.53	\$0.00	\$17,027.53	\$13,544.41	\$3,483.12	\$334,767.75	\$10,850.35
4	1/1/2026	\$334,767.75	\$17,027.53	\$0.00	\$17,027.53	\$13,679.86	\$3,347.68	\$321,087.89	\$14,198.02
5	1/1/2027	\$321,087.89	\$17,027.53	\$0.00	\$17,027.53	\$13,816.65	\$3,210.88	\$307,271.24	\$17,408.90
6	1/1/2028	\$307,271.24	\$17,027.53	\$0.00	\$17,027.53	\$13,954.82	\$3,072.71	\$293,316.42	\$20,481.62
7	1/1/2029	\$293,316.42	\$17,027.53	\$0.00	\$17,027.53	\$14,094.37	\$2,933.16	\$279,222.05	\$23,414.78
8	1/1/2030	\$279,222.05	\$17,027.53	\$0.00	\$17,027.53	\$14,235.31	\$2,792.22	\$264,986.74	\$26,207.00
9	1/1/2031	\$264,986.74	\$17,027.53	\$0.00	\$17,027.53	\$14,377.67	\$2,649.87	\$250,609.07	\$28,856.87
10	1/1/2032	\$250,609.07	\$17,027.53	\$0.00	\$17,027.53	\$14,521.44	\$2,506.09	\$236,087.63	\$31,362.96
11	1/1/2033	\$236,087.63	\$17,027.53	\$0.00	\$17,027.53	\$14,666.66	\$2,360.88	\$221,420.98	\$33,723.83
12	1/1/2034	\$221,420.98	\$17,027.53	\$0.00	\$17,027.53	\$14,813.32	\$2,214.21	\$206,607.65	\$35,938.04
13	1/1/2035	\$206,607.65	\$17,027.53	\$0.00	\$17,027.53	\$14,961.46	\$2,066.08	\$191,646.20	\$38,004.12
14	1/1/2036	\$191,646.20	\$17,027.53	\$0.00	\$17,027.53	\$15,111.07	\$1,916.46	\$176,535.13	\$39,920.58
15	1/1/2037	\$176,535.13	\$17,027.53	\$0.00	\$17,027.53	\$15,262.18	\$1,765.35	\$161,272.95	\$41,685.93
16	1/1/2038	\$161,272.95	\$17,027.53	\$0.00	\$17,027.53	\$15,414.80	\$1,612.73	\$145,858.14	\$43,298.66
17	1/1/2039	\$145,858.14	\$17,027.53	\$0.00	\$17,027.53	\$15,568.95	\$1,458.58	\$130,289.19	\$44,757.24
18	1/1/2040	\$130,289.19	\$17,027.53	\$0.00	\$17,027.53	\$15,724.64	\$1,302.89	\$114,564.55	\$46,060.14
19	1/1/2041	\$114,564.55	\$17,027.53	\$0.00	\$17,027.53	\$15,881.89	\$1,145.65	\$98,682.66	\$47,205.78
20	1/1/2042	\$98,682.66	\$17,027.53	\$0.00	\$17,027.53	\$16,040.71	\$986.83	\$82,641.96	\$48,192.61
21	1/1/2043	\$82,641.96	\$17,027.53	\$0.00	\$17,027.53	\$16,201.11	\$826.42	\$66,440.85	\$49,019.03
22	1/1/2044	\$66,440.85	\$17,027.53	\$0.00	\$17,027.53	\$16,363.12	\$664.41	\$50,077.72	\$49,683.44
23	1/1/2045	\$50,077.72	\$17,027.53	\$0.00	\$17,027.53	\$16,526.76	\$500.78	\$33,550.97	\$50,184.21
24	1/1/2046	\$33,550.97	\$17,027.53	\$0.00	\$17,027.53	\$16,692.02	\$335.51	\$16,858.94	\$50,519.72
25	1/1/2047	\$16,858.94	\$17,027.53	\$0.00	\$16,858.94	\$16,690.35	\$168.59	\$0.00	\$50,688.31

Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
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Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
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Payment Number	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
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LOAN AGREEMENT #03172022-3

**HOUSING FOR ALL
HOUSING LOANFUND**

LOAN AGREEMENT ("Agreement")

THIS AGREEMENT effective this _____ day of _____, 2022, between the **CITY OF KALAMAZOO**, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan 49007 ("City"), and **1211 S. Westnedge, LLC, a Michigan limited liability company** (who has a registered address 2725 Airview Boulevard, Suite 202, Kalamazoo, Michigan 49007 ("Borrower")):

Recitals:

WHEREAS the Borrower plans to utilize funds for rehabilitation and renovation of the former Knights Inn motel to be known as Lodge House located at 1211 South Westnedge Avenue, Kalamazoo, MI 49008 for permanent supportive housing concentrating on those defined by the U. S. Department of Housing and Urban Development (HUD) to be within the extremely low-income limits. Lodge House directly addresses the lack of housing for this population through the creation of 60 permanent, affordable studio apartments. The Borrower seeks to convert the Knights Inn motel to studio apartments with renovation being completed no later than August 2022 ("Project"), and

WHEREAS the Borrower has submitted a request that the City assist in funding the Project by loaning the sum of \$375,000.00 from the City's Housing for All Loan Fund ("HFA"), which is estimated to be less than 10 percent of the total estimated Project cost of \$7,500,000.00. The City has provided gap financing loans as a necessary and desirable tool to increase the number of housing units available and include a percentage of affordable housing units in the City, and

WHEREAS the City has determined that the Project is expected to help by adding housing units in the City, and is expected to assist with a percentage of affordable housing availability, impacting current homelessness which is within the extremely low-income limit population, and

WHEREAS the City finds that the intended purpose of the loan requested by the Borrower meets the established HFA loan and investment guidelines and has therefore approved a loan of \$375,000.00, subject to the following terms and conditions under this Loan Agreement.

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

- A. Recitals: The Recitals set forth above are true and correct and are incorporated by this reference.
- B. Loan Purpose: The City agrees to disburse the specified loan amount to the Borrower for the sole purpose of assisting with renovation or rehabilitation costs of the Project.

C. Loan Terms:

1. The Loan Amount of Three Hundred Seventy-Five Thousand and No/100 (\$375,000.00) shall be forgivable under the terms of this Agreement.
2. On the anniversary of the Loan, the City will review the Qualification Criteria noted in Subsection D. herein. Each year the Borrower meets the Qualification Criteria, the loan amount shall be forgiven by the annual payment of that year. The payment amount is calculated based on one (1) percent interest with one payment due annually as shown on the Amortization Schedule attached.
3. If the Borrower fails to meet the Qualification Criteria in a particular year, the Borrower shall be in default as set forth in Subsection L. herein and the annual payment shall be due to the City within 30-days of the Borrower receiving notification from the City.
4. Each year the Borrower shall have the opportunity to qualify for annual payment forgiveness.
5. The entire loan amount will be forgiven if the Qualification Criteria, and all other terms of this agreement, are continuously met for 25 years.

D. Affordability Period: The 60 units shall remain available to households with extremely low incomes as designated by HUD for the 25-year period of the Loan.

E. Loan Qualification Criteria: In the year the project is completed and units become available for rent and annually thereafter, the project will be monitored by the City of Kalamazoo's Community Investment staff to verify the income qualification criteria of HUD's extremely low income limits for the 60 units. Compliance shall be defined as income qualification of the renter at the initial move in date.

F. Disbursement of Funds: The Loan Amount shall be disbursed to the Borrower upon the execution and delivery to the City of an original signed copy of this Agreement and Promissory Note (Attachment A), with accompanying Amortization Schedule (Attachment B).

G. Unit Standards: Prior to occupancy, each unit will meet the Kalamazoo Housing Code, as well as the Section 8 Housing Quality Standards and the Uniform Physical Conditions Standards published by HUD.

H. Rental Registration: Rental registration certification of compliance through the City's Rental Registration and Certification Program must be maintained per the requirements of that program. Additionally, the Borrower agrees to cooperate with the City to maintain compliance in the event of unit damage.

I. Inspection and Access: During the 25-year affordability period, the parties agree that the City, and its agents, employees, and representatives shall have the right of inspection of the 60 housing units,

financial records and accounts of the Borrower relating to the ownership and operation of the Project, and income qualification documentation of renters with a minimum 15-day advance notice.

- J. Operation of Rental Units: Borrower shall operate the rental housing in full compliance with all federal, state, or local statutes, laws, ordinances, or regulations.
- K. 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 Borrower:

LIFT Foundation
2725 Airview Boulevard, Suite 202
Kalamazoo, Michigan 49002
ATTN: Principal

For the City:

City of Kalamazoo
Community Planning and Economic Development
245 North Rose Street, Suite 100
Kalamazoo, MI 49007
ATTN: Sharilyn Parsons, Housing Development Projects Coordinator

with copies to: Office of City Attorney
241 West South Street
Kalamazoo, MI 49007-4707
ATTN: Clyde Robinson, City Attorney

- L. Events of Default: The occurrences listed below are considered events of default and shall entitle the City, at its option and without notice except as required by law, to exercise remedies under this Agreement, the Promissory Note between City and Borrower to secure this Agreement, or as permitted by law.
1. Failure by Borrower to maintain the income qualification criteria for the 60 residential units as noted in Subsection E. herein.
 2. Institution of foreclosure or other proceedings to enforce any lien or encumbrance upon the Borrower.
 3. Appointment by a court of a receiver or trustee for Borrower.
 4. A decree by a court, adjudicating Borrower bankrupt or insolvent, or for the sequestration of any of its property.
 5. The filing of a petition in bankruptcy by or against Borrower under the U.S. Bankruptcy Code or any similar statute which is in effect.

6. An assignment by Borrower for the benefit of creditors or a written admission by Borrower of the inability to pay debts generally as they become due.

In the event of a default as described in herein, the Borrower shall first be given written notice of the default by the City. The Borrower shall have 30 days from the date of such written notice to fully resolve any declared default.

- L. Default Remedies: Upon the occurrence of any event of default of this Agreement, the City shall have the option, in addition to and not in lieu of all other rights and remedies provided by law, to declare the Loan and Promissory Note to be immediately due and payable and to institute any proceedings that the City deems necessary to collect and otherwise to enforce the Loan, as expressly allowed by law.
- M. Amendments: This Agreement may not be amended, altered, assigned, or modified unless agreed to in writing signed by a duly authorized representative of the City and Borrower. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Borrower from its obligations under this Agreement.
- N. Successors and Assigns: This Agreement shall bind and benefit the City, Borrower, and their respective successors, assigns, heirs, and personal representatives. Neither Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Borrower may assign its rights and responsibilities hereunder without the prior written consent of the City to (i) a lending institution of all or a portion of the Borrower's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of the Project, or (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities or its rights to proceed with development of the project are transferred, provided that any assignee under (ii) agrees in writing to assure the Borrower's obligations under this Agreement. The Borrower shall promptly provide the City with a copy of the assignment instrument and the notice information for the assignee. For all assignments, the City shall not unreasonably withhold its written consent. The City Manager, or their designee, may consent to a qualifying assignment under this Subsection on behalf of the City.
- O. Liability: No official, board member, officer, or employee of the City is personally liable to the Borrower or its successors upon a breach or default by the City of this Agreement.
- P. Entire Agreement: This Agreement, including any Attachments, contains all the representations and statements by City and Borrower to one another and expresses the entire understanding between the parties. All prior or contemporaneous communications concerning the loan to Borrower are merged in and replaced by this Agreement. If any provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.
- Q. Choice of Law: This agreement is entered into and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
- R. Agreement Execution: The City and Borrower each represent and warrant to the other that the person signing this Agreement on its respective behalf has the full consent and authority of its

Loan: 03142022-3 HFA-FFE
Project Name: The Lodge
Housing for All Fund

governing body. This Agreement may be signed in counterparts, which together shall comprise a single agreement, and the effective date shall be the date it is signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below:

DATED: _____

CITY OF KALAMAZOO

Jim Ritsema
Its: City Manager

DATED: _____

1211 S. Wesntedge, LLC.
a Michigan limited liability company

By: LIFT Foundation, A Nonprofit Housing
Corporation,
a Michigan nonprofit corporation,
Its: Sole Member

By: _____
Carole McNees
Its: President



LOAN AGREEMENT #03172022-3

HOUSING FOR ALL

HOUSING LOANFUND

LOAN AGREEMENT ("Agreement")

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Recitals:

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WHEREAS the Borrower has submitted a request that the City assist in funding the Project by loaning the sum of \$200,000.00 from the City's Housing for All Loan Fund ("HFA"), approved January 21, 2021 and, has requested an additional \$175,000.00 from the City's Housing for All Loan Fund ("HFA"), approved June 6, 2022 for a total of \$375,000.00 which is estimated to be less than 10 percent of the total estimated Project cost of \$7,500,000.00. The City has provided gap financing loans as a necessary and desirable tool to increase the number of housing units available and include a percentage of affordable housing units in the City, and

WHEREAS the City has determined that the Project is expected to help by adding housing units in the City, and is expected to assist with a percentage of affordable housing availability, impacting current homelessness which is within the extremely low-income limit population, and

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3. If the Borrower fails to meet the Qualification Criteria in a particular year, the Borrower shall be in default as set forth in Subsection L. herein and the annual payment shall be due to the City within 30-days of the Borrower receiving notification from the City.
4. Each year the Borrower shall have the opportunity to qualify for annual payment forgiveness.
5. The entire loan amount will be forgiven if the Qualification Criteria, and all other terms of this agreement, are continuously met for 20 years.

D. Affordability Period: The 60 units shall remain available to households with extremely low incomes as designated by HUD for the 20-year period of the Loan.

E. Loan Qualification Criteria: In the year the project is completed and units become available for rent and annually thereafter, the project will be monitored by the City of Kalamazoo's Community Investment staff to verify the income qualification criteria of HUD's extremely low income limits for the 60 units. Compliance shall be defined as income qualification of the renter at the initial move in date.

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For Borrower:

LIFT Foundation
2725 Airview Boulevard, Suite 202
Kalamazoo, Michigan 49002
ATTN: Principal

For the City:

City of Kalamazoo
Community Planning and Economic Development
245 North Rose Street, Suite 100
Kalamazoo, MI 49007
ATTN: Sharilyn Parsons, Housing Development Projects Coordinator

with copies to: Office of City Attorney
241 West South Street
Kalamazoo, MI 49007-4707
ATTN: Clyde Robinson, City Attorney

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 3. Appointment by a court of a receiver or trustee for Borrower.
 4. A decree by a court, adjudicating Borrower bankrupt or insolvent, or for the sequestration of any of its property.
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- O. Liability: No official, board member, officer, or employee of the City is personally liable to the Borrower or its successors upon a breach or default by the City of this Agreement.
- P. Entire Agreement: This Agreement, including any Attachments, contains all the representations and statements by City and Borrower to one another and expresses the entire understanding between the parties. All prior or contemporaneous communications concerning the loan to Borrower are merged in and replaced by this Agreement. If any provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.
- Q. Choice of Law: This agreement is entered into and shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
- R. Agreement Execution: The City and Borrower each represent and warrant to the other that the person signing this Agreement on its respective behalf has the full consent and authority of its governing body. This Agreement may be signed in counterparts, which together shall comprise a single agreement, and the effective date shall be the date it is signed by both parties.

Loan: 03142022-3 HFA-FFE
Project Name: The Lodge
Housing for All Fund

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below:

DATED: _____

CITY OF KALAMAZOO

By: _____
Jim Ritsema
Its: City Manager

DATED: _____

1211 S. Westnedge, LLC,
a Michigan limited liability company

By: LIFT Foundation, A Nonprofit Housing
Corporation,
a Michigan nonprofit corporation,
Its: Sole Member

By: _____
Carole McNees
Its: President



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.14.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Laura Lam, Deputy City Manager
Prepared by: Kerry Lyn Williams, Grants Specialist

DATE: June 6, 2022

SUBJECT: Ending Community Violence Grant from the State of Michigan Department of Health and Human Services

RECOMMENDATION:

It is recommended that the City Commission:

- Accept a \$50,000 Ending Community Violence Grant from the State of Michigan Department of Health and Human Services, and Authorize the City Manager to sign all related documents.
- Authorize \$45,000 of these funds to Urban Alliance.
- Authorize \$5,000 of these funds to Western Michigan University.

BACKGROUND:

This item is the acceptance of a grant from the State of Michigan Department of Health and Human Services in the amount of \$50,000 to support activities designed to "End Community Violence." The total grant is \$50,000 and \$45,000 of these funds will support Urban Alliance as they begin the proposed expansion of the Change of Status as early as this month. The remaining \$5,000 will be used to support evaluation efforts to be provided by Western Michigan University to determine the impact of the Change of Status summer programming. The acceptance of this grant will allow Urban Alliance to jump start its impact, reducing gun violence, for the summer of 2022. The agreement for this grant and a program description is attached for review.

Staff recommends acceptance of this grant based on several factors:

- City Commissioners have expressed a strong sense of urgency and stressed the importance of identifying solutions that can have an immediate impact on our community.
- The Change of Status program addresses critical, immediate needs identified during the City-County community meeting held in October 2021 and was specifically recommended by the Western Michigan University’s (WMU) Lewis Walker Institute (LWI) for the Study of Race and Ethnic Relations Work Group; and
- This program can begin immediately, has a history of demonstrating measurable impact, and has identified key performance indicators to measure future impact:
 - Change of Status will enhance and augment Urban Alliance’s role as the social service arm of the Group Violence Intervention initiative, directly responding to the prioritization of responses that address the socioeconomic and clinical needs of our community. With increased GVI operations from 2020 to 2021, Kalamazoo experienced a 58% drop in group-related non-fatal shootings.
 - The grant from the State of Michigan Department of Health and Human Services was awarded based on the assessment of the Change of Status program, and the overall Group Violence Intervention model, as an evidence-based Community Violence Intervention program.

In January 2022, Western Michigan University’s (WMU) Lewis Walker Institute (LWI) for the Study of Race and Ethnic Relations held a meeting with Dr. Thomas Abt, researcher and author of *Bleeding Out*. The meeting was attended by students and leaders from academic, political, and community sectors. Following this first meeting, a Bleeding Out Community Work Group emerged to help the Kalamazoo community identify immediate actions that are most likely to have the most significant impact on community violence. The work group met over a four-month period, culminating in the creation of the recommendations that included the Change of Status program. Additional recommendations from this group and other community organizations are currently being explored by staff, the Gun Violence Intervention/Prevention Commission Sub-Committee (Vice Mayor Cooney, Commissioner Juarez, and Commissioner Hoffman) and partners. The Sub-Committee will bring forward recommendations at a later date for the \$1 million in stimulus funds allocated by the 53rd City Commission in September 2021 when it adopted a resolution to declare gun violence a public health crisis.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

The direct goal of this item is to reduce gun violence in the City of Kalamazoo starting in the summer of 2022. If successful, this project will directly contribute to the goal of a safe

community.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

Co-lead/Empower (two-way conversation) - the community will have a chance to shape the project and give final approval.

Discussion: The recommendation of these projects is supported by community conversations facilitated by the Lewis Walker Institute at Western Michigan University, during which community partners explored the causes of violence and identified likely solutions to impact this crisis as quickly as possible, starting with the summer of 2022. The Commission Sub-Committee also engaged with partners to solicit additional ideas for consideration. Engagement efforts will be on-going as city staff work with partners to develop future funding recommendations and implement a longer-term community strategy.

FISCAL IMPACT:

The State of Michigan Department of Health and Human Services grant is for \$50,000 and \$45,000 of these funds will be utilized by Urban Alliance for summer programming in support of Change of Status efforts. The remaining \$5,000 will be governed by an agreement with Western Michigan University to evaluate the impact of the programming. There are no match requirements.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Kalamazoo
241 W. South St.
Kalamazoo MI 49001 4707
Federal I.D.#: 38-6004627, DUNS#: 079283214
hereinafter referred to as the "Grantee"
for
Ending Community Violence - 2022
Part 1

1. Period of Agreement:

This agreement will commence on May 1, 2022, and continue through September 30, 2022. No service will be provided and no costs to the state will be incurred prior to May 1, 2022. Through the Agreement May 1, 2022 shall be referred to as the start date. This agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$50,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$50,000.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
☐ Recipient (non-federal funding).

The Agreement is designated as:

- ☐ Research and development project; or
☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is ending community violence by preventing gun violence in Michigan communities.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2, which is part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Jennifer DeLaCruz Contract Manager (517) 373-8571
delacruzj@michigan.gov

Name	Title	Telephone No.	Email Address
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9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Stephen Vicenzi Financial Director

Name	Title
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vicenzis@kalamazoocity.org (269) 337-8336

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
City of Kalamazoo

Jim Ritsema

City Manager

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

05/19/2022

Jeanette Hensler, Grants Division Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector General, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The

template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;
or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

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 Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.

a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
- c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

- 1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
- 2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

- 1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee'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.
- 2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be 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 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation

liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all

applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on

- disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees 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 contractor;
2. Have not within a five-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) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

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 section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted

programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in

this Agreement;

- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
- 3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 - 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 - 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

- 1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
- 2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- 3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
- 4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.

5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees 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 Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term “confidential information” means all information and documentation 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;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. 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 an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential

information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific

Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them

to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de

minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a state of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute because of this Agreement shall be resolved in the state of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

City of Kalamazoo

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (3000)	Department of Health and Human Services	93.991	Preventive Health And Health Services Block Grant	251019 (22)	Preventive Health Services	TBD		50,000.00
			Total Allocation					50,000.00

The federal funding provided by the Department is \$50,000.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective :	This program will be built upon a foundation of trust, established with individuals who have a historic and well-established foundation of distrusting the "establishment" or "authority." Our first objective is to work, on an individual and relationship-based level to build trust.
Activity :	One-on-one mentoring provided in community settings to support the establishment of trust. Group mentoring sessions, bringing participants and mentors together to work on common issues.
Responsible Staff :	GVI Outreach Manager
Date Range :	05/01/2022 - 09/30/2022
Expected Outcome :	We anticipate that at least 80% of the 12 participants will demonstrate a commitment to attending and actively participating in the one-on-one and group mentoring sessions, attending at least 80% of all scheduled sessions. The continued attendance and participation will demonstrate an increased level of trust.
Measurement :	Attendance rate for one-on-one and group mentoring sessions will be kept throughout the duration of the program and evaluated both on a by participant and a total program basis to determine the level of engagement/trust established with participants.
Objective :	The Change of Status Program will specifically and intentionally identify and remediate barriers for program participants, with the goal of creating logical and realistic choices for them to choose outside of a life of violence.
Activity :	Participants will complete a Comprehensive Intake process and will participate in the development and completion of a Personal Action Plan. Personal and situational barriers will be identified during the Comprehensive Intake Process and will be reviewed during meetings regarding the Personal Action Plan. Staff will actively work with participants to address barriers and remove them, supporting positive (and non-violent) life choices.
Responsible Staff :	GVI Outreach Manager
Date Range :	05/01/2022 - 09/30/2022
Expected Outcome :	Through participation in the Comprehensive Intake Process and the Personal Action Plan, fully 100% of those participants who remain engaged (as measured in the first objective) will report removal of at least three (3) barriers identified in the Comprehensive Intake Process.
Measurement :	During each one-on-one mentoring meeting a review of the Personal Action Plan will review, including a review of barriers. Notes will be made for any that have been removed and final summary will be made when the participants Personal Action Plan is closed.
Objective :	The most important transformation to occur through the Change of Status Program is a changing perspective of self on the part of the participant, meaning the participant now views him/herself as someone who can envision a future without violence and with tangible and legal ways to support themselves and their family.
Activity :	When participants enter the program, they participate in an activity entitled "Who I Am." This activity allows participants to describe their identity in their lives, in their community, and in their family. It also helps Urban Alliance (and other staff) understand and serve participants better. After participation in the program (at the end of the grant period), participants complete the "Who I Am" activity again, indicating how their identity has changed. They are encouraged to tell their story as they feel most comfortable - written, filmed, presented, etc.
Responsible Staff :	GVI Outreach Manager
Date Range :	05/01/2022 - 09/30/2022
Expected Outcome :	As a result of participation in the Change of Status program, we anticipate that at least 80% of those who actively participate in the program (see first outcome measure) will demonstrate a significant shift in their personal perspective, seeing themselves as a more active, supportive, and non-violent member of their community and family.

Measurement : Comparison of "Who I Am" project completed at beginning of participation and again at end of participation.

Activity : Due to the personalized and intensive services - designed to reduce barriers and change perceptions - program participants will not participate in violent activities during their participation in the program.

Responsible Staff : GVI Outreach Manager

Date Range : 05/01/2022 - 09/30/2022

Expected Outcome : 100% of those actively engaged in Change of Program interventions (see objective one) will not participate in violent activities during their participation in the program.

Measurement : Crime reports from the City of Kalamazoo Department of Public Services

B1 Attachment B1 - Program Budget Summary

PROGRAM Ending Community Violence - 2022			DATE PREPARED 5/19/2022		
CONTRACTOR NAME City of Kalamazoo			BUDGET PERIOD From : 5/1/2022 To : 9/30/2022		
MAILING ADDRESS (Number and Street) 241 W. South St.			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Kalamazoo	STATE MI	ZIP CODE 49001-4707	FEDERAL ID NUMBER 38-6004627		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	0.00	0.00
2	Fringe Benefits	0.00	0.00
3	Travel	0.00	0.00
4	Supplies & Materials	0.00	0.00
5	Contractual	5,000.00	5,000.00
6	Subawards – Subrecipient Services	45,000.00	45,000.00
7	Equipment	0.00	0.00
8	Other Expense	0.00	0.00
Total Program Expenses		50,000.00	50,000.00
TOTAL DIRECT EXPENSES		50,000.00	50,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		50,000.00	50,000.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	50,000.00	50,000.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00

	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	50,000.00	50,000.00	0.00	0.00
	Totals	50,000.00	50,000.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
2	Fringe Benefits					
3	Travel					
4	Supplies & Materials					
5	Contractual					
	Evaluation Services-Western Michigan University Contact Details : Western Michigan University 1903 West Michigan Avenue, Kalamazoo,MI,49008, Phone : 2693871000	0.0000	0.000	0.000		5,000.00
6	Subawards – Subrecipient Services					
	Subrecipient Agency-Urban Alliance - Direct Services Contact Details : Urban Alliance 1009 East Stockbridge Avenue, Kalamazoo,MI,49001, Phone : 2693480978	0.0000	0.000	0.000		45,000.00
7	Equipment					
8	Other Expense					
Total Program Expenses						50,000.00
TOTAL DIRECT EXPENSES						50,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						50,000.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)

Community Violence Intervention Project Description

Program Name: Change of Status

Partner Agency: Urban Alliance

Proposed Funding Allocation: \$503,400

Narrative:

While the intensive services described below will be received by a smaller group of participants (approximately 20), we anticipate our broader Change of Status program will serve approximately 350 Kalamazoo area individuals who have been directly connected to gun violence in our community to begin the process of casting a new vision of life for each. The process will involve three points of emphasis: building trust, helping address needs, and giving participants a platform to reflect on the positive changes taking place in their lives. The lead service provider in this project will be Urban Alliance, but all work will be done in close partnership with the City of Kalamazoo.

The project will primarily support male persons of color with a criminal history and/or history of addiction. This population historically demonstrates a significant lack of trust in law enforcement. The City of Kalamazoo's Department of Public Services (KDPS) serves as a crucial partner and significant time and resources will be dedicated to creating trust, building rapport, and earning the right to be heard. This investment of time and flexibility are necessary in this critical first step if the program is to succeed as trust must be developed. We are asking individuals to give up a way of life that, while primarily consisting of violence and illegal activity, has likely been their sole stream of income. These activities are also directly linked to status, reputation, and survival for these individuals. As such we will work diligently to eliminate barriers where we can, incentivize participation generously and help meet needs as much as possible, providing a logical way to choose a different lifestyle. The pull of the 'easy dollar' (although surrounded with risk) is real and powerful, and the tradeoffs must be clear and tangible to support a different choice.

While community engagement and partnership are important, to truly transform this population will require the work to be done from the inside out. In other words, we are working to 'expand the team' of individuals who have seen firsthand that change is possible, so they may serve as positive peer influencers and we may reach as many individuals as possible, as quickly as possible for maximum long-term change to have a chance.

Change of Status addresses both the immediate needs and systemic issues individuals connected to gun violence in our community are facing. We understand the ripple effect of people impacted by violence and will make free support and services available to a wide range of people as we come alongside Kalamazoo in aiding the healing process. Below is a brief breakdown of how funding is utilized to support this work.

- Individual and Group Counseling and Therapy
- Individual and Group Recovery Services
- One on One mentoring
- Job training supports
- Social enterprise development and partnership
- Victim Assistance
- Legal Support Services
- Participant stipends

To maximize our chances for success, it is critical to continue to collaborate with our community, strengthen the skillset of our staff and remain committed to a holistic approach to this work. *Change of Status* requires a long-term approach and mindset as we are addressing generational issues. To that end, we will place significant emphasis on:

- Strategic partnerships
- Building and maintaining support infrastructure
- Staff training
- Community events
- Continuous improvement and evaluation

Kalamazoo is facing a gun violence crisis, and Urban Alliance seeks to be a part of the solution. We understand that our entire community will need to stand together to ensure our city is safe for all people and we are committed to helping find ways to build unity in our efforts.

Key Performance Indicators:

Mental Health

- At least 50 unique participants will receive individual and/or group counseling
- At least 25 unique participants will receive substance abuse recovery services

Victim Assistance and Participant Stipends

- At least 50 unique participants will receive participation stipends for various activities
- At least 5 unique participants will receive transition support
- At least 15 victims (individuals or families) will receive support

Outreach and Education

- Two block parties will occur, engaging and educating the community
- A basketball tournament will be held and used to engage participants in other services
- Community marches will occur, engaging at least 50 people in support of ending violence
- The program will develop and host a chess club to engage community
- PAIN Initiative will engage community through speaking events, viewing events, and discussions
- A youth camp will engage at least 150 youth, providing education and building community

Other Services

- At least 10 participants will receive supportive legal services
- Urban Alliance will develop, engage, and support partner organizations with common goals of ending and decreasing community violence

Staff Training:

- At least 10 staff will receive support and education to better equip them for their work
- At least 10 staff will receive specific education related to trauma informed care

Proposed Budget Details:

Initiative	Total Individuals Served	Unduplicated Individuals Served	Total Cost	Details
Individual Counseling and Therapy	15	0	\$21,600	12 sessions per participants at \$120/hr.
Group Counseling and Therapy	50	25	\$25,000	Two sessions per week for 50 weeks (100 sessions total), \$250/hour. Avg of eight participants per session
Individual Recovery	10	0	\$3,000	4 sessions per participants at \$75/hr.
Group Recovery	25	10	\$1,800	One group per month for 12 months, \$150/hour
Victim Assistance	15	5	\$48,000	Direct client support (i.e. medical, transportation, grief counselling, financial assistance, rent, etc.))
Legal Services	20	15	\$30,000	Legal education/advice, fines and fees included here.
Retreat for Participants of CoS	10	0	\$12,500	Retreat to take participants out of their normal environment allowing for a break from their turf/neighborhood and experience nature and community with others, understanding we are not that different. Cost include: cabin/lodging, food, facilitator, team building events
Stipends for Participants	50	15	\$10,500	\$25/participant per event for 50 individuals. Total of 12 events (1/month)
	5	5	\$72,000	\$1200/month transitional support
PAIN Initiative	100	100	\$57,500	Documentary (videography), curriculum, printed marketing material, advertising, speaking honorarium, facility use cost, etc.
Youth Camp	150	75	\$22,500	Youth camp: sports equipment, t-shirts, food, educational material, guest speaker/facilitator fee, etc.
Total Participant	450	250	\$304,400	
Outreach Events	500	250	\$30,000	Two neighborhood events "block party", see line item budget in tab "Event Budget"
	50	25	\$7,500	One neighborhood basketball tournament, see line item budget in tab "Event Budget"
Total Participant	550	275	\$37,500	
Staffing - Salary and Benefits	2	0	\$90,000	75% of Two FTE (Connections Coordinator and Supports Coordinator), balance of salary/benefits provided by other sources
Staff Training	10	0	\$25,000	Trauma training and counseling training. Estimated hours per staff (15)
Staff Retreat	10	0	\$12,500	Expenses covered: lodging, transportation, facilitation fee, team building equipment, food, speaker fee, books/reading material
Total Participant	22	0	\$127,500	
Strategic Partnerships	3	3	\$30,000	Expenses: mutual activity support, subcontracts, event space
Assessment	0	0	\$49,000	WMU assessment, based on 10% of total program cost
Total Participant	3	3	\$79,000	
	1025			
		Funding Total	\$548,400	

Of the requested total, \$45,000 will be provided through the State of Michigan Ending Community Violence grant, leaving an ARPA CVI allocation of \$503,400.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.15.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 6, 2022

SUBJECT: Fireworks Permit for Wings Event Center - Jelly Roll

RECOMMENDATION:

It is recommended that the City Commission approve a request from Randy Martinez on behalf of Party Sparks, Inc. to publicly display fireworks indoors at the Wings Event Center, 3600 Vanrick Drive, on June 17, 2022 with an alternate date of June 18, 2022.

BACKGROUND:

Pursuant to state law, Randy Martinez on behalf of Party Sparks, Inc. has submitted an application to the City for a permit to publicly display fireworks indoors at the Wings Event Center as part of a concert on June 17th. The Department of Public Safety has reviewed the request, and Fire Marshal Scott Brooks has endorsed the application. Also, the operator has provided proof of insurance.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

There is no fiscal impact associated with this request.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.16.**

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

FROM: Mayor David F. Anderson
Prepared by: Scott A. Borling, City Clerk

DATE: June 6, 2022

SUBJECT: Approval of the Mayor's Appointment to the DDA and DEGA Boards

RECOMMENDATION:

It is requested that the City Commission approve the Mayor's appointment of Matt Hollander to the Downtown Development Authority and Downtown Economic Growth Authority Boards of Directors for concurrent terms expiring on March 31, 2024.

BACKGROUND:

City ordinance and state law indicate the Mayor appoints and reappoints members to the Downtown Development Authority (DDA) and Downtown Economic Growth Authority (DEGA) Boards of Directors. I have reviewed the attached nomination reports and have appointed Matt Hollander to both the DDA and DEGA boards. As required by ordinance, I am requesting that the City Commission approve this appointment. If approved, Mr. Hollander would be serving a partial term to fill a vacant seat. The attached Nomination Reports provide details about Mr. Hollander's qualifications.

STRATEGIC VISION ALIGNMENT:

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



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

Discussion

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

under the Good Governance strategic goal.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: applicants for appointment to City boards and commissions are nominated by the respective boards and commissions, with the approval of those nominations taking place at open meetings where the public has a chance to give input.

FISCAL IMPACT:

There is no fiscal impact associated with this appointment.



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Downtown Development Authority (DDA) Board of Directors recommends the City Commission approve the following new appointment:

- The appointment of Matt Hollander for his first partial-term as DDA Board Member to fulfill the remainder of Director Patti Owens' term. Mr. Hollander's term would expire March 31, 2024.

SPECIAL REQUIREMENTS FOR THIS POSITION

There are no special requirements for this position.

SELECTION PROCESS

Applicants Considered

The DDA Nominating Committee consisted of Grant Fletcher (Chair), Susan Lindemann (Vice-Chair), and Carl Brown (Secretary).

The DDA's Nominating Committee reviewed the applications from the following individuals: Isabela Ballez, Noel Corwin, Frederick Brown, Jerrid Burdue, Joshua Gray, Matt Hollander, Ryan Long. The Nominating Committee recommended the appointment of Matt Hollander to the DDA Board.

Interview Process and Final Recommendation

Applications were reviewed by nominating committee and evaluated based on completeness of application, relevant professional and public service experience, contribution to existing board composition. Of the seven applicants, four were interviewed: Fredrick Brown, Jerrid Burdue, Joshua Gray, Matt Hollander

The DDA Board approved the recommendation for the appointment of Matt Hollander at the April 18, 2022, regularly scheduled DDA Board meeting.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Currently, Matt Hollander is not a member of another city advisory board.

Residency

Matt Hollander is a 20+ year resident of Kalamazoo and lives with his wife and two children in the Winchell Neighborhood.

Term Limits

This would be a partial term for Mr. Hollander. He would be eligible to serve two more consecutive full terms after this term.

Training, Experience, Education And Skills

Mr. Hollander's private real estate development company, Hollander Development Corporation, focuses on affordable housing, environmental sustainability, and equitable community development. Recently, Hollander Development completed The Creamery, a 60,000 square foot mixed use project in the Edison Neighborhood which includes affordable housing, a 24-hour early childhood learning center, a small business incubator, and the future home office of Hollander Development. Mr. Hollander and his company are committed to addressing, head on, issues of affordability, climate adaptation, and racial equity in the housing market.

NOMINATION RATIONALE

Historically, the DDA seat that Mr. Hollander has been nominated to fill has been occupied by a Developer or representative from a Development company. This professional experience is critical to the DDA & DEGA decision making process. Mr. Hollander does not currently serve on any other City of Kalamazoo board or commissions, and represents a new and different voice in the Kalamazoo development community.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, Deputy City Clerk



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Downtown Economic Growth Authority (DEGA) Board of Directors recommends the City Commission approve the following new appointment:

- The appointment of Matt Hollander for his first partial-term as DEGA Board Member to fulfill the remainder of Director Patti Owens' term. Mr. Hollander's term would expire March 31, 2024.

SPECIAL REQUIREMENTS FOR THIS POSITION

There are no special requirements for this position.

SELECTION PROCESS

Applicants Considered

The DEGA Nominating Committee consisted of Grant Fletcher (Chair), Susan Lindemann (Vice-Chair), and Carl Brown (Secretary).

The DEGA's Nominating Committee reviewed the applications from the following individuals: Isabela Ballez, Noel Corwin, Frederick Brown, Jerrid Burdue, Joshua Gray, Matt Hollander, Ryan Long. The Nominating Committee recommended the appointment of Matt Hollander to the DEGA Board.

Interview Process and Final Recommendation

Applications were reviewed by nominating committee and evaluated based on completeness of application, relevant professional and public service experience, contribution to existing board composition. Of the seven applicants, four were interviewed: Fredrick Brown, Jerrid Burdue, Joshua Gray, Matt Hollander

The DEGA Board approved the recommendation for the appointment of Matt Hollander at the April 18, 2022, regularly scheduled DEGA Board meeting.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Currently, Matt Hollander is not a member of another city advisory board.

Residency

Matt Hollander is a 20+ year resident of Kalamazoo and lives with his wife and two children in the Winchell Neighborhood.

Term Limits

This would be a partial term for Mr. Hollander. He would be eligible to serve two more consecutive full terms after this term.

Training, Experience, Education And Skills

Mr. Hollander's private real estate development company, Hollander Development Corporation, focuses on affordable housing, environmental sustainability, and equitable community development. Recently, Hollander Development completed The Creamery, a 60,000 square foot mixed use project in the Edison Neighborhood which includes affordable housing, a 24-hour early childhood learning center, a small business incubator, and the future home office of Hollander Development. Mr. Hollander and his company are committed to addressing, head on, issues of affordability, climate adaptation, and racial equity in the housing market.

NOMINATION RATIONALE

Historically, the DEGA seat that Mr. Hollander has been nominated to fill has been occupied by a Developer or representative from a Development company. This professional experience is critical to the DDA & DEGA decision making process. Mr. Hollander does not currently serve on any other City of Kalamazoo board or commissions, and represents a new and different voice in the Kalamazoo development community.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, Deputy City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.17.**

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

FROM: Scott A. Borling, City Clerk

DATE: June 6, 2022

SUBJECT: Approval of Appointments and Reappointments to the Building Board of Appeals

RECOMMENDATION:

It is recommended that the City Commission approve the following appointments and reappointments to the Building Board of Appeals:

- the reappointment of **Benjamin Bierlein** for a term expiring on March 31, 2025.
- the appointment of **Jillian Hocking** for a term expiring on March 31, 2025.
- the appointment of **Ryan Long** for a term expiring on March 31, 2024.
- the appointment of **Matthew Maycroft** for a term expiring on March 31, 2024.
- the reappointment of **Andrew Van Lente** for a term expiring on March 31, 2025.

BACKGROUND:

City ordinance indicates the City Commission approves the appointments and reappointment to the Building Board of Appeals. The BBA has reviewed the applications on file and is recommending the appointment of Jillian Hocking, Matthew Maycroft, and Ryan Long, and the reappointment of Van Lente and Bierlein. These nominations are now being recommended to the City Commission for approval. The attached Nomination Report provides details on the nominees' qualifications.

STRATEGIC VISION ALIGNMENT:

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



Good Governance- Ensuring the City organization has the capacity and resources to effectively implement the community's Strategic Vision in a way that is sustainable over the long term.

Discussion

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion: applicants for appointment to City boards and commissions are nominated by the respective boards and commissions, with the approval of those nominations taking place at open meetings where the public has a chance to give input.

FISCAL IMPACT:

There is no fiscal impact associated with this appointment.



Advisory Boards and Commissions Appointee Nomination Report

City of Kalamazoo

RECOMMENDATION

The Building Board of Appeals (BBA) recommends that the City Commission appoint **Jillian K Hocking, Matthew Maycroft** and **Ryan Long** to fill three of the vacant positions on the BBA.

The BBA also recommends the re-appointment of **Mr. Van Lente** and **Mr. Bierlein**, their 2nd terms will expire on April 1, 2025.

SPECIAL REQUIREMENTS FOR THIS POSITION

Residency Requirements

BBA membership must be a city resident, or an employee of a business located within the city.

Technical Skill Requirement

It is recommended applicants understand the City's Building Code and Housing Code.

SELECTION PROCESS

On May 19, 2022 at its regularly scheduled meeting, the BBA members discussed the applications received, and discussed the applicants' qualifications. The board voted to accept the applications and recommended they be forwarded on to the City Commission for consideration.

NOMINEE QUALIFICATIONS

Dual Board Memberships

Currently, **Jillian K Hocking, Matthew Maycroft** or **Ryan Long** are not members of another city advisory board.

Residency

All three new applicants meet the residency requirements, either live or work within the City of Kalamazoo.

Term Limits

This would be Jillian K Hocking's first full term on the BBA and would be eligible to serve one more full term after this term expiring May 1, 2025.

This would be Matthew Maycroft's first full term on the BBA and would be eligible to serve one more full term after this term expiring May 1, 2025.

This would be Ryan Long's first full term on the BBA and would be eligible to serve one more full term after this term expiring May 1, 2025.

Training, Experience, Education And Skills

Jillian K Hocking has been in the facilities maintenance field for almost 20 years and is responsible for the stewardship of properties in multiple Kalamazoo neighborhoods.

Matthew Maycroft is a Professional Licensed Engineer and has designed and assisted in the execution of large capital projects at multiple facilities, and currently works as a Utilities Engineer.

Ryan Long has a Bachelor of Science Degree in Construction Engineering and has 20 years in the construction management / development industry here in the area.

NOMINATION RATIONALE

All of the nominees have vast knowledge and expertise, specifically within the building, construction, and engineering field. The appointments will add diversity to the BBA, and their knowledge will benefit decisions made by the board.

CITY CLERK'S CERTIFICATION

The nominee's qualifications regarding dual board memberships, residency, and term limits have been reviewed and verified by the City Clerk's Office.

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.18.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Jeff Chamberlain, Deputy City Manager

DATE: June 6, 2022

SUBJECT: Utility Policy Committee Appointments

RECOMMENDATION:

It is recommended that the City Commission approve the appointments of Jeff Chamberlain, Deputy City Manager, and Steve Vicenzi, Management Services Director / CFO to the Utility Policy Committee as city Alternates.

BACKGROUND:

On March 15, 2021 the Kalamazoo City Commission approved the Area-Wide Water Services Agreement between the city of Kalamazoo and multiple township customers. As part of this agreement, a new advisory committee was created called the Utility Policy Committee (UPC).

The UPC has seven members: four members and three alternates appointed by the townships, and three members and two alternates appointed by the city. The UPC will meet with city staff at least quarterly to review financial and operational information, to review and give input on capital plans, to review and give input on future expansion plans, and to make recommendations to the City Commission regarding future water rates. The UPC is currently operational and has been meeting monthly.

The following are recommended for appointment to serve as city Alternates to the UPC representing the city of Kalamazoo:

- Jeff Chamberlain, Deputy City Manager
- Steve Vicenzi, Management Services Director / CFO

Current regular members for the city include Mayor David Anderson and Mr. Jim Escamilla, President and CEO of Byce & Associates and current member of the city's Brownfield

Redevelopment Authority and Economic Development Corp. The third city seat is recently vacant due to the resignation of Mr. Sid Ellis. A recommendation to fill Mr. Ellis' seat will be brought to the City Commission in the near future.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

There is no fiscal impact associated with these appointments.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.19.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Rebekah Kik, Community Planning & Economic Development Director
Prepared by: Sharilyn Parsons, Housing Development Project Coordinator

DATE: June 6, 2022

SUBJECT: Purchase of 827 & 833 Walter Street for Community Planning and Economic Development

RECOMMENDATION:

It is recommended the City Commission approve the purchase of 827 & 833 Walter Street from Kalamazoo County Mental Health Authority, dba Integrated Services of Kalamazoo for a price of \$10,700.

BACKGROUND:

The property to be acquired is contiguous land that will be utilized for the purpose and creation of housing as it relates to the homeownership, new construction infill strategy and will be used in coordination with the two parcels already owned by the City of Kalamazoo at 837 & 841 Walter Street.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

Land acquisition is a critical role for the City to assume to ensure housing development happens in a way that will enhance and bolster community development efforts. The acquisition of these parcels will ensure homeownership opportunities are created to produce a mixed-income neighborhood that will provide neighborhood stabilization, market comps for nonprofit and additional housing development, and new housing within the neighborhood.

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The cost of purchasing the properties is available within the HDF INCREMENTAL DEVELOPMENT which is carried forward from the 2021 FFE adopted Budget. Taxes on new construction with a minimum value of \$100,000 are estimated to generate new tax revenue of \$2,900.00 per house per year. The true financial impact will be determined when homes are valued when construction is completed.



LEGEND



Properties to be purchased



Properties owned by the City of Kalamazoo



City of Kalamazoo,
5/25/2022

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into between the City of Kalamazoo, 241 W. South Street, Kalamazoo Michigan 49008 ("**Purchaser**") and Kalamazoo County Community Mental Health Authority, dba, Integrated Services of Kalamazoo, 2030 Portage, Kalamazoo, Michigan 49001. ("**Seller**").

Background

- A. Seller is the owner of real property located in the City of Kalamazoo, Michigan, that is described in Exhibit "A" attached to this Agreement.
- B. Purchaser desires to purchase from Seller, and Seller desires to convey to Purchaser, all of Seller's right, title, and interest in and to the real property described in Exhibit "A", all subject to the terms and conditions set forth below.

Agreement

THE PARTIES AGREE AS FOLLOWS:

1. Property. Purchaser shall purchase from Seller and Seller shall sell to Purchaser all the Seller's right, title, and interest in and to: (i) the land described on Exhibit "A" (the "**Land**"); (ii) the building, structures, improvements and fixtures located on the Land, if any (collectively, the "**Improvements**"); and (iii) all easements, rights, privileges, appurtenances and any other rights that benefit the Land or Improvements (collectively, the "**Property Rights**"). The Land, Improvements, and Property Rights shall collectively be referred to as the "**Property**".
2. Purchase Price. The purchase price for the Property shall be \$10,700.00 (the "**Purchase Price**"). The Purchase Price, less the Deposit (as defined herein), and adjusted by other charges and credits as set forth herein, shall be delivered at Closing.
3. Deposit. Purchaser shall deliver to Sun Title (the "**Title Company**") a deposit that equals ten percent of the purchase price, (the "**Deposit**") by wire transfer or certified, cashier's or corporate check, within Ten (10) business days after the Effective Date of this Agreement. The Deposit shall be applied to the Purchase Price if the Closing occurs. If the Closing does not occur, the Deposit shall be disbursed as provided below.
4. Investigation Period.
 - a. Property Investigations. The "**Investigation Period**" shall commence on the Effective Date of this Agreement and shall expire Three Hundred Sixty- Five (365) days thereafter at 5:00 p.m. Eastern Daylight Time. During the Investigation Period, Purchaser and/or its agents and representatives, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever that Purchaser reasonably considers as a significant detriment to the Purchaser's intended use of the property; Seller's

title to the Property; market value; soil conditions, including without limitation the surface and subsoil composure and load bearing capacity; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination, including without limitation a Phase I and Phase II environmental assessment; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws; codes and ordinances, and any other matter desired by Purchaser. During the Investigation Period, Purchaser shall also have confirmed that the zoning classification of the Property is sufficient to permit Purchaser's intended use of the Property, and Purchaser shall be entitled to investigate and commence proceedings to obtain any and all permits, approvals, variances, vacations, easements, releases, wetlands, and other discretionary authorizations or entitlements necessary or appropriate for Purchaser's intended use (collectively, the "**Rights and Approvals**"). Seller agrees to cooperate with Purchaser in all such proceedings to secure the Rights and Approvals, in such manner as Purchaser may reasonably request, including the filing of any applications therefor.

- b. Property Materials. Not later than ten (10) days following the Effective Date, Seller shall deliver to Purchaser all of the following materials to the extent in Seller's possession or control: (i) all surveys, drawings, site plans, topography plans and any other drawings or plans related to the Property; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies; and (iii) copies of all development, site plan and zoning approvals.
- c. Title and Survey. Promptly following the Effective Date, Purchaser, at Purchaser's expense, shall obtain an ALTA standard title insurance commitment, issued by the Title Company, showing the condition of Seller's title to the Property and any easements benefiting or burdening the Property, together with complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (collectively, the "**Title Commitment**"). Further, Purchaser may, at Purchaser's expense, obtain a current ALTA or other survey of the Property which locates the boundaries of the Property, all improvements on the Property, any easements, or rights of way affecting or benefiting the Property and any encroachments across the boundaries of the Property that is in form and substance acceptable to Purchaser or Purchaser's lender, if any (the "**Survey**"). Following Purchaser's receipt of both the Title Commitment and Survey, Purchaser shall notify Seller of any physical or other defects disclosed that Purchaser deems unacceptable, and Seller shall make commercially reasonable efforts to cure or remove any such unacceptable defects not later than twenty (20) days following Purchaser's notice. If Seller does not cure or remove such defects within that 20-day period, Purchaser may either (i) cancel and terminate this Agreement at any time prior to the Closing, in which case the full amount of the Deposit shall be immediately refunded to Purchaser, or (ii) waive such defects and continue the transactions contemplated by this Agreement.

5. Right to Terminate. At any time prior to Closing, if Purchaser is reasonably dissatisfied with the Property or any conditions thereon or matters related to the Property, including without limitation any matters or conditions contemplated in Section 4, or if Purchaser is otherwise dissatisfied with the Property for any other reason or for no reason, all in Purchaser's sole and absolute discretion, then Purchaser shall be permitted to terminate this Agreement by delivery of written notice of termination to Seller. If Purchaser terminates this Agreement on or before the expiration of the Investigation Period, then the Deposit shall be immediately refunded to Purchaser.
6. Closing. The purchase and sale of the Property as contemplated by this Agreement shall be consummated (the "**Closing**") at the offices of the Title Company, upon the date which is thirty (30) days following the expiration of the Investigation Period (the "**Closing Date**"). However, either party will have the right to extend the closing date for an additional 30 days to complete unexpected matters discovered during the Investigation Period, or to satisfy any contingency for Closing. At Closing, Seller shall make the Seller Deliveries described in Section 7 and Purchaser shall make the Purchaser Deliveries described in Section 8.
7. Seller's Closing Deliveries. At the Closing, Seller shall deliver to Title Company for delivery to Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser (collectively, the "**Seller Deliveries**"): (a) Convenient Deed in a form acceptable to Purchaser conveying to Purchaser all of Seller's right, title and interest in and to the Property, subject only to the Permitted Exceptions, executed and acknowledged by Seller in recordable form (the "**Deed**"); (b) an affidavit of ownership as required by the Title Company in order to induce the Title Company to omit the standard exceptions from the Title Policy; (c) a certificate in such form as may be required by the Internal Revenue Service under Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued theretofore that section, certifying as to the non-foreign status of a transferor; and (f) such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.
8. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to the Title Company for disbursement to Seller, the Purchase Price adjusted by the credits and debits as set forth on the Closing Statement to be prepared by Title Company and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser (collectively, the "**Purchaser Deliveries**").
9. Taxes. Seller shall be responsible for and pay at or prior to Closing all taxes and assessments that are currently due and payable for the Property. Taxes for the year of Closing shall be prorated as of the Closing Date on a calendar year basis and shall be based on taxes coming due and payable in the calendar year of Closing. Seller shall be solely and exclusively responsible for payment in full of all special assessments against the Property, if any.
10. Closing Costs.

- a. Closing Costs Paid by Seller. At Closing, Seller shall pay the following: (i) all transfer and/or conveyance taxes assessed in connection with the Closing; and (ii) all costs related to Seller's professionals and consultants; (iii) one half of the Title Company's closing fee.
 - b. Closing Costs Paid by Purchaser. At Closing, Purchaser shall pay the following: (i) all recording costs for recordation of the Deed; (ii) all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants; (iii) the cost of any endorsements issued with the Title Policy; and (iv) one half of the Title Company's closing fee, the premium for the owner's Title Policy (including removal of standard exceptions) and the Title Company's search and examination fees.
11. Use of the Property. During the term of this Agreement, Seller covenants that it shall not, without Purchaser's written consent, (i) grant, convey or enter, any easement, lease, license or other legal or beneficial interest in or to the Property, or (ii) enter any contract, service contract, option agreement to transfer, convey or encumber the Property or any portion thereof. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall suspend all activities utilized by Seller to market the Property for sale other than in connection with the transaction contemplated by this Agreement and shall not enter into any agreement with any other person or entity for the sale or lease of the Property.
12. Condemnation/Casualty. Purchaser shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Purchaser or any part of the Property is taken or is threatened to be taken by eminent domain. If Purchaser exercises that right, the Title Company shall immediately refund the Deposit to Purchaser and the rights and obligations of the parties under this Agreement shall terminate.
13. Broker. Seller and Purchaser each represent and warrant to the other that it has dealt with no broker, finder or other person regarding the sale or purchase of the Property. Therefore, no broker, finder or other person is entitled to any commission or a finder's fee.
14. Default and Remedies.
 - a. Purchaser's Default; Seller's Remedy. If the Purchaser fails to terminate this Agreement as permitted, and thereafter fails to close on the purchase of the Property, due to Purchaser's material default under the Agreement - provided Seller is not otherwise in material default of this Agreement - then Seller shall be entitled, to the full amount of the Deposit, as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of such amount, this Agreement and all rights and obligations of the parties shall terminate. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller because of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the

date of this Agreement, the liquidated damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur because of such failure.

- b. *Seller's Default; Purchaser's Remedies.* If Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or if any representation or warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall have the option to either: (i) terminate this Agreement and receive from the Title Company the full amount of the Deposit and seek Purchaser's actual damages arising from Seller's breach, or (ii) seek specific performance of this Agreement.
15. *Attorneys' Fees.* The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall not be entitled to recover court costs, reasonable attorneys' fees, or any other litigation expenses from the non-prevailing party.
16. *Authority.* The approval by the City Commission (or BRA board or both) for the City of Kalamazoo is required before this Agreement is effective and binding. If such approval is not made within 90 days after Seller has signed this Agreement, it shall be deemed null and void and of no force and effect.
17. *Sale and Assignment of Agreement.* Purchaser may not assign its rights and obligations under this Agreement without the express written consent of Seller, which consent shall not be unreasonably denied, withheld, or conditioned. However, Purchaser may assign all its right, title and interest in this Agreement to an existing entity, or an entity subsequently formed provided that such entity is controlled by, controls, or is under common control with Purchaser. Further, Purchaser shall remain responsible to carry out the obligations of that entity unless released from all liability in writing by Seller.
18. *Effective Date.* This agreement will be binding on the last date of signing by one of the parties to this Agreement.
19. *Miscellaneous.*
 - a. *Time is of the essence.* Time is of the essence of this agreement, and all time limits shall be strictly observed.
 - b. *Governing Law.* This Agreement is governed by Michigan law. The parties further acknowledge that since each has had the opportunity for legal counsel to review the terms of this Agreement, no provisions shall be construed against one party under any rule of construction regarding the drafter or party responsible for the challenged provision.
 - c. *Counterparts/Signatures.* This Agreement may be executed in several counterparts, each of which shall be deemed an original and all counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement and signature by personal service, email, facsimile, or other

electronic means commonly in use, or any other means permitted by applicable state or federal statute shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar or exact imitation of the original executed Agreement. Signatures of the parties delivered as described above shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon the parties as if their original signatures, initials, and modifications were present on the documents in the handwriting of each party. Neither the Purchaser nor Seller shall assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and the parties specifically wave and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.

- d. Representations. This Agreement and the exhibits to this Agreement contain all the representations and statements by Seller and Purchaser to one another and express the entire understanding between them regarding this transaction. All prior and contemporaneous communications concerning this transaction are merged in and replaced by this Agreement. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.
- e. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) on the same date as the date on which such notice is delivered personally, (b) on the date that is three (3) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (c) on the date that is one (1) business day after the date on which such notice is sent by nationally-recognized overnight courier services (such as Federal Express or any other similar courier service), (d) on the date of delivery by facsimile transmission with electronic confirmation, and, in each case, addressed as follows:

If to Seller: Jeff Patton
Integrated Services of Kalamazoo
2030 Portage
Kalamazoo, Michigan 49001

If to Purchaser: City of Kalamazoo
Community Planning & Economic Development
241 W. South Street,
Kalamazoo, Michigan 49008

- f. Binding Effect. This Agreement shall inure to the benefit of and bind the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

- g. Days. Any reference to “days” in this agreement refers to calendar days, with the first calendar day beginning at 12:01 AM on the day after the effective date. If any date of performance falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday, or legal holiday.
- h. Validity and Enforceability. In case a court of competent jurisdiction determines that one or more of the provisions contained in this Agreement is invalid, illegal, or not enforceable, such invalidity, illegality or unenforceability shall not affect any other provisions. As a result, this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.
- i. No Waiver of Breach. No failure of either party to complain of any act or omission on the part of the other party, regardless how long that failure continued, is considered as a waiver by that party to assert any of its rights under this Agreement. And no waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.
- j. Representation of Authority. Each party represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

20. Final Agreement. This Agreement expresses the entire understanding between the parties concerning this transaction and supersedes all previous understandings whether oral, written, or electronic. No modifications of this Agreement shall be binding unless in writing and signed by the Purchaser and Seller.

The parties have executed this Agreement on the date indicated below:

DATE: _____

PUCHASER:

City of Kalamazoo

BY: _____

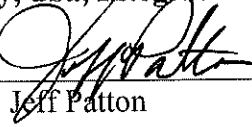
ITS:

DATE: 4-15-22

SELLER:

**Kalamazoo County Community Mental Health
Agency, dba, Integrated Services of Kalamazoo**

BY: _____


Jeff Patton

ITS: CEO

Prepared by:
Charles R. Bear (P34107)
Assistant City Attorney
City of Kalamazoo
241 South Street
Kalamazoo, MI 49007
(269) 337-8185

EXHIBIT "A"

Property situated in the City of Kalamazoo, Kalamazoo County, Michigan, described as:

The North 3 Rods of Lot 45 of Walter Hoeks Addition according to the recorded Plat thereof recorded in the Kalamazoo County Records.

Property Address: 827 Walter Street, Kalamazoo, Michigan
Parcel Identification Number: 06-22-263-045

And,

The South 9.5 feet of Lot 45 and the West 6 Rods of Lot 46 of Walter Hoeks Addition according to the recorded Plat thereof recorded in the Kalamazoo County Records.

Property Address: 833 Walter St., Kalamazoo, Michigan
Parcel Identification Number: 06-22-263-046



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **H.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Jeff Chamberlin, AICP, Deputy City Manager
Prepared by: Patrick McVerry, CPRP, Director of Parks and Recreation

DATE: June 6, 2022

SUBJECT: Agreement Between the City of Kalamazoo and Kalamazoo Youth Development Network (Bid Ref# 00000-022.40)

RECOMMENDATION:

It is recommended that the City Commission approve an agreement with the Kalamazoo Youth Development Network to be the subrecipient under the State and Local Fiscal Recovery Funds in the amount of \$1,000,000.

BACKGROUND:

On April 18th, 2022, the City Commission approved a budget amendment to allocate \$1,000,000 of funding towards increasing summer programming for youth in the City of Kalamazoo from the State and Local Fiscal Recovery Funds (also known as the American Rescue Plan Act - ARPA). The contract agreement identifies the Kalamazoo Youth Development Network as a subrecipient of the City of Kalamazoo to provide services detailed in the scope of work. This action is to approve the contract between the City of Kalamazoo and KYDNet. The contract was developed by the City's ARPA consultant, iParametrics. It identifies the roles and responsibilities of KYDNet in compliance with ARPA Regulations.

iParametrics is also assisting KYDNet with contracts between KYDNet and sub recipients, all with monitoring plans for the sub recipients. The contract is attached.

At the January 3rd, 2022 Commission Meeting, it was brought forward to establish a Youth subcommittee to develop a plan to fund opportunities to increase programs, outreach, and engagement to youth in the City of Kalamazoo. The Commission suggested utilizing funds from the American Rescue Plan Act. The suggestion communicated a sense of urgency to reach youth within the city with a coordinated approach between the Kalamazoo Department of Public

Safety, Kalamazoo Parks and Recreation, Kalamazoo Youth Development Network, and other youth-serving organizations. The subcommittee that was established has members from the City Commission, city staff, Kalamazoo Youth Development Network, Kalamazoo Public Schools, and The Kalamazoo Promise. Initial meetings recognized the urgency to create and implement a plan to reach youth within the city that are not able to participate in summer programming or athletics.

Phase 1 was modeled to increase the ability of programs to reach those young people through additional funding for organizations offering those programs and the establishment of the Kalamazoo Police Athletic League. The Kalamazoo Youth Development Network will oversee and administer funding to participating organizations in their cohort. The programs/organizations will be able to submit a proposal that will explain how their request will utilize funds to increase their respective programs' reach. KYDNet will also add an additional position that will help organizations that are not a part of their cohort develop ways to record and report data on their programs and the youth they serve. These organizations might not otherwise participate in KYDNet due to funding constraints or the current size of their programs. This new position will work with organizations on benchmarks, program details, and reporting.

The Youth subcommittee identified the funding for Phase 1 to be \$1 million dollars from ARPA. These funds will be distributed in the following ways: \$1 Million Dollars will be overseen by KYDNet in the following manner: □ \$875,000 will be available to organizations through the RFP process to increase programming. □ \$125,000 for KYDNet staffing and other indirect costs.

A copy of the contract, including the scope of work, schedule, and budget is attached.

At the conclusion of Phase 1 there will be reporting on the impact the funds created, data on how many young people were served that previously were not able to participate, and progress made during their participation. Programs that are developed to be ongoing will need to have a budget and funding source identified for them to continue to operate. Phase 2 will be planned and details will be created by the Youth subcommittee this summer.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



Youth Development - A place with supports where young people thrive

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:

\$1 million of ARPA funds was allocated for this summer program at the April 18, 2022 City Commission meeting.

APPROVAL ROUTING FORM

Final Approval Required Of:		Subject: KYD Net Agreement (Bid Ref#: 00000-022.40)			
XXXX	City Commission	Route to: (Check if required)	Date Received	Approved By:	Comments
Originating information					Please Return to CITY CLERK after MOU has been signed. Thank You PDF CC Packet contains 21 pages. Attorney stamp required on Page 21 of 21 City Manager signature required on Page 21 of 21 AND Initials on EACH Page. Use reverse side for additional comments
Prepared by:	Patrick McVerry	X	Purchasing		
Department:	Parks & Recreation	X	City Attorney		
Phone:	8147	X	City Clerk		
Date Prepared:	5/19/22	X	City Mgr's Office		
Date Action Desired by:	June 6, 2022	X	City Clerk		
Identify Attachments other than memo: KYD Net Agreement		For Manager's Use Action taken:			

Revised 11/2005



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **G.13.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: Jeff Chamberlin, AICP, Deputy City Manager
Prepared by: Patrick McVerry, CPRP, Director of Parks and Recreation

DATE: June 6, 2022

SUBJECT: Approve an Agreement between the City of Kalamazoo and Kalamazoo Youth Development Network (Bid Ref# 00000-022.40)

RECOMMENDATION:

It is recommended that the City Commission approve an Agreement with the Kalamazoo Youth Development Network to be the subrecipient under the State and Local Fiscal Recovery Funds in the amount of \$1,000,000.

BACKGROUND:

On April 18th, 2022, the City Commission approved a budget amendment to allocate \$1,000,000 of funding towards increasing summer programming for youth in the City of Kalamazoo from the State and Local Fiscal Recovery Funds (also known as the American Rescue Plan Act - ARPA). The contract agreement identifies the Kalamazoo Youth Development Network as a subrecipient of the City of Kalamazoo to provide services detailed in the scope of work. This action is to approve the contract between the City of Kalamazoo and KYDNet. The contract was developed by the City's ARPA consultant, iParametrics. It identifies the roles and responsibilities of KYDNet in compliance with ARPA Regulations.

iParametrics is also assisting KYDNet with contracts between KYDNet and sub recipients, all with monitoring plans for the sub recipients. The contract is attached.

At the January 3rd, 2022 Commission Meeting, it was brought forward to establish a Youth subcommittee to develop a plan to fund opportunities to increase programs, outreach, and engagement to youth in the City of Kalamazoo. The Commission suggested utilizing funds from the American Rescue Plan Act. The suggestion communicated a sense of urgency to reach youth within the city with a coordinated approach between the Kalamazoo Department of Public

Safety, Kalamazoo Parks and Recreation, Kalamazoo Youth Development Network, and other youth-serving organizations. The subcommittee that was established has members from the City Commission, city staff, Kalamazoo Youth Development Network, Kalamazoo Public Schools, and The Kalamazoo Promise. Initial meetings recognized the urgency to create and implement a plan to reach youth within the city that are not able to participate in summer programming or athletics.

Phase 1 was modeled to increase the ability of programs to reach those young people through additional funding for organizations offering those programs and the establishment of the Kalamazoo Police Athletic League. The Kalamazoo Youth Development Network will oversee and administer funding to participating organizations in their cohort. The programs/organizations will be able to submit a proposal that will explain how their request will utilize funds to increase their respective programs' reach. KYDNet will also add an additional position that will help organizations that are not a part of their cohort develop ways to record and report data on their programs and the youth they serve. These organizations might not otherwise participate in KYDNet due to funding constraints or the current size of their programs. This new position will work with organizations on benchmarks, program details, and reporting.

The Youth subcommittee identified the funding for Phase 1 to be \$1 million dollars from ARPA. These funds will be distributed in the following ways: \$1 Million Dollars will be overseen by KYDNet in the following manner: □ \$875,000 will be available to organizations through the RFP process to increase programming. □ \$125,000 for KYDNet staffing and other indirect costs.

A copy of the contract, scope of work, and budget is attached.

At the conclusion of Phase 1 there will be reporting on the impact the funds created, data on how many young people were served that previously were not able to participate, and progress made during their participation. Programs that are developed to be ongoing will need to have a budget and funding source identified for them to continue to operate. Phase 2 will be planned and details will be created by the Youth subcommittee this summer. The 2nd phase will encompass after-school programming for young people and reaching those families that are in need of resources to assist them. In this phase, Shared Prosperity Kalamazoo will be a key partner in reaching and helping families in need.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



Youth Development - A place with supports where young people thrive

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:

\$1 million of ARPA funds was allocated for this summer program at the April 18, 2022 City Commission meeting.



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This contract agreement (“Agreement” or “Contract Agreement”) is entered into as of the ____ day of _____ by the City of Kalamazoo, Michigan (herein referred to as “City of Kalamazoo”) and **Kalamazoo Youth Development Network** (hereinafter referred to as the “Subrecipient”) in connection with a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds (“SLFRF”) Program. The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: The City of Kalamazoo Grant Program (herein referred to as the “Program”). The Subrecipient agrees to provide services detailed in the attached scope of work, and to perform all other obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement shall mean this agreement, any and all attached Exhibits (including but not limited to the Program budget), and any and all loan closing documents executed in connection with this Contract Agreement.

Project Number	
Subrecipient:	
Organization Type:	Non-Profit
UEI:	
EIN:	
Mailing Address:	
Email Address:	
Project Location:	
SLFRF (CFDA #):	21.027
Award Type (Grant or Loan):	Grant
FAIN:	
Federal Prime Award:	\$ 38,872,877
Federal Prime Award Date	5/10/2021
Final Funding Spend Down Date:	September 30, 2022

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on _____ and complete the Program no later than **September 30, 2022**, (hereinafter referred to as the “Program Expiration Date”).

2. Method of Payment

Payments will be made by the City of Kalamazoo to Subrecipient in the form of a single grant payment to be spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient’s continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations being 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, United States Department of the Treasury Requirements, the City of Kalamazoo SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or the City of Kalamazoo policy memo, regulation, communication or guideline, as may be amended from time to time.

3. Funding



It is expressly understood that in no event will the total funding exceed **\$1,000,000** unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the City of Kalamazoo's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

4. SLFRF Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- SLFRF Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other cited federal regulations cited herein;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state, and federal laws; and
- Any subsequent USDT and/or the City of Kalamazoo Policy Memos, Regulations, Communications, and guidance.

5. Program Description, Program Schedule, and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule, Program Budget and Scope of Work as outlined in **Exhibit 1** attached to this Contract Agreement. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the City of Kalamazoo in writing prior to undertaking any actions relative to such change following process laid out in Section 43 of this document. Failure to do so may result in termination of this Contract Agreement at the City of Kalamazoo's discretion.

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 1** ("Program Budget"). The City of Kalamazoo may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the City of Kalamazoo upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the City of Kalamazoo to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget includes cost breakdown provided in Application.
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from the City of Kalamazoo so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the City of Kalamazoo as provided for elsewhere in this Contract Agreement.

7. Fund Disbursement



The Subrecipient will receive funds through single payment upon final receipt and approval of all required documents contained in this agreement as determined by the City of Kalamazoo. The City of Kalamazoo will disburse funds directly to the recipient for the amount listed at Section 3 of this Agreement. Any and all funds received shall be used solely to pay Eligible Project Costs that meet the requirements of this grant agreement and those required by 2 CFR Part 200, the City of Kalamazoo Purchasing and Accounts Payable Policies and Procedures and the State of North Carolina.

The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the City of Kalamazoo, such as retaining portions of contracts until completion and requiring bonds, warranties and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts or purchases, in compliance 2 CFR 200.317-326 – Federal Procurement Standards.

8. SLFRF Commitment

The City of Kalamazoo agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the City of Kalamazoo be liable for any costs incurred in excess of this commitment (hereinafter referred to as the “SLFRF commitment”), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the City of Kalamazoo.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence, nor shall any costs be incurred or obligated, prior to execution of this Contract Agreement unless approved in writing by the City of Kalamazoo.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in Exhibit 1 and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the City of Kalamazoo.

10. Drug Free Workplace

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 *et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

11. Bonding

Contractors hired by the subrecipient, shall not commence work until they have obtained the bonding requirements listed below.

1. **BID BOND GUARANTEE:** The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is NOT acceptable.)

- A. **PERFORMANCE BOND:** A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory



performance of any equipment required hereunder. The bond shall also ensure the City against defective workmanship and/or materials.

- B. **LABOR AND MATERIAL (PAYMENT) BOND:** A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan, and written in favor of the City of Kalamazoo. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the City of Kalamazoo may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Kalamazoo for a refund.

2. **WAIVERS OF LIEN:** Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
3. **PREVAILING WAGES:** The successful bidder will be required to comply with Section 2-125 of the Code of Ordinances of the City of Kalamazoo regarding prevailing wages if it is applicable.

The contractor shall comply with the bonding requirements of 2 CFR 200.326, -Bonding, if applicable.

The contractor must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

12. Insurance

Contractors hired by the subrecipient, shall not commence work until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the subrecipient and any contractor they hire. All deductibles and SIR's are the responsibility of the Vendor.

The contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.



Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Subrecipient, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Subrecipient shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Subrecipient shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Subrecipient, or contractor under this agreement, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the, contractor, subrecipient, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Subrecipient's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance, if applicable.

13. Additional Subrecipients

The subrecipient agrees to hold all sub-subrecipients they award to the same standards outlined in this agreement and agree to not provide funds to any entities until they have signed and completed Subrecipient Agreements in the template agreed upon by the City of Kalamazoo and the subrecipient. The subrecipient agrees to take responsibility for ensuring sub-subrecipients perform the obligations stated in all sub-subrecipients agreements.

The City of Kalamazoo and USDT Recognition

The Subrecipient agrees to recognize the role of Executive Order 11246, the City of Kalamazoo and USDT in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source and for the City of Kalamazoo's role in distributing these funds.

14. Program Income



All subrecipients agree to not impose additional fees or charges upon their customers for the portion of work funded through this grant agreement through the end of the SLFRF period of performance (December 31, 2026). The Subrecipient shall comply with The Uniform Guidance requirements that pertain to program income at 2 CFR 200.307.

15. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

16. Contractors and Subcontractors

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Domestic Preference - As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- e. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the City of Kalamazoo of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient must also verify all contractors are not excluded through [SAM.GOV](https://www.sam.gov) federal contract exclusion search.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.



17. Right to Monitor

The City of Kalamazoo shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements, as well as all applicable Contract requirements by whatever means the City of Kalamazoo deems appropriate. This right shall continue throughout and until the City of Kalamazoo's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

18. Right to Inspect

The City of Kalamazoo, its agents and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit the City of Kalamazoo, its agents and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to the City of Kalamazoo, as and when requested, for the purpose of determining Subrecipient's compliance with this Contract Agreement and SLFRF's Rules and Regulations.

19. Record Retention and Access to Records

Subrecipient agrees that the City of Kalamazoo, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the City of Kalamazoo's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

20. Limitation of Liability

Subrecipient acknowledges that the City of Kalamazoo shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should the City of Kalamazoo find a material default or noncompliance with this Contract Agreement, as determined by the terms dictated and agreed in this Contract Agreement, as a result thereof, cease disbursement of SLFRF funds, the City of Kalamazoo shall incur no liability to Subrecipient.

21. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provided. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event USDT disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend, and hold the City of Kalamazoo harmless against any resulting loss, including reasonable attorneys' fees.

22. Indemnification Generally

Subrecipient shall defend, hold harmless and indemnify the City of Kalamazoo, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the City of Kalamazoo and such third party, it being the intention of the parties hereto that no such relationships be created or established.



Subrecipient's indemnification of the City of Kalamazoo shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

23. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

24. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the City of Kalamazoo upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

25. Reliance Upon Information

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the City of Kalamazoo by Subrecipient. SLFRF Funds may be withdrawn or recaptured by the City of Kalamazoo or at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if the City of Kalamazoo should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by the City of Kalamazoo in its sole discretion.

26. Programmatic Changes

Subrecipient will promptly notify the City of Kalamazoo in writing in the event of changes in key personnel and obtain the prior written approval from the City of Kalamazoo whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Application; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by the City of Kalamazoo as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the City of Kalamazoo may result in termination of this Contract Agreement.

27. Subrecipient Monitoring Requirements

The Subrecipient must perform all subrecipient monitoring responsibilities outlined in this agreement for all sub-subrecipients they award funds while completing the work outlined in this contract. In that role they must ensure that funds are used as stated in the Program Description, Schedule, Budget and Scope of Work in each of their sub-subrecipient agreements. This includes analyzing the risk of providing subrecipients funds to determine an adequate level of subrecipient monitoring. Subrecipient monitoring will include, review of receipts and expenses, in person monitoring, at a frequency determined by subrecipient risk.



28. Federal Grant Compliance Financial Risk Assessment

The Federal Grant Compliance Risk Assessment to be completed by the subrecipient in Exhibit 2 is used to identify the risk level of any entity seeking to receive Federal Funds on behalf of the City of Kalamazoo. The risk assessment questionnaire will analyze high risk factors to determine the eligibility of the subrecipient to receive and manage federal funds and to determine the proper level of subrecipient monitoring by the City of Kalamazoo. The subrecipient agrees to fulfill all subrecipient reporting requirements determined by their risk defined by the assessment and outlined in Section 29 and answer any additional questions based on their responses to the Federal Grant Compliance Financial Risk Assessment. The subrecipient also agrees to search via SAM.gov to ensure that any potential subaward recipients or contractors are not barred from receiving federal funding. Failure to verify subaward or contractor eligibility to receive federal funding will result in repayment of that amount to The City of Kalamazoo by the subrecipient.

29. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the City of Kalamazoo monthly, or at such other intervals as requested, any information, documents or certifications requested by the City of Kalamazoo which it deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the City of Kalamazoo. The City of Kalamazoo shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the City of Kalamazoo. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.
- e. Records supporting a competitive bid process of procurement.
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.

Quarterly Reports on spending by the recipient must be sent to the City of Kalamazoo until the Final Fund Draw Down Date or the completed close out of this agreement following the schedule listed.

The following records and reports must be submitted to the City of Kalamazoo:

- a. Monthly Reports on expenditures and project status with supporting documentation of program expenses provided within 7 days of the end of each month
- b. Signed Subrecipient agreements of all sub-subrecipients (including Exhibits)
- c. Final expenditure reports shall be submitted no later than 14 days following the final drawdown of SLFRF funds.
- d. Financial documents, terms of agreement, and contracts upon request.
- e. Records of all transactions that the subrecipient performs
- f. Any other program information as requested by the City of Kalamazoo from time to time.

30. Close-outs

The Subrecipient's obligation to the City of Kalamazoo shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;



- b. Final Expenditure Report submittal
- c. Determining custodianship of records.
- d. Reimbursement of unused funds

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

31. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200 - Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant (“CPA”), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the City of Kalamazoo to determine the financial status of Subrecipient’s activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the City of Kalamazoo. If such audit contains no material findings, Subrecipient is not required to submit a copy to the City of Kalamazoo unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the City of Kalamazoo, USDT, or any designee thereof. The City of Kalamazoo reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the City of Kalamazoo requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

32. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

31. Repayment of Investment, Time Limits for Performance,

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the City of Kalamazoo. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to the City of Kalamazoo.

32. Uniform Administrative Requirements

Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

33. Subrecipient’s Covenants and Agreements

Subrecipient covenants and agrees with the City of Kalamazoo as follows:

- a. To complete the program by the program expiration date;



- b. To comply with the City of Kalamazoo guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

34. Subrecipient's Representations.

Subrecipient represents to the City of Kalamazoo as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Application and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Application;
- d. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Contract Agreement are true, accurate and complete in all material respects as of the date of Application;
- e. It has not failed to provide the City of Kalamazoo with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the City of Kalamazoo may request in connection with this Contract Agreement; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

35. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Application and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

36. Termination

This Contract Agreement shall remain in effect for the period defined at Section 1 of this Contract Agreement.

In accordance with 2 CFR 200.338, the City of Kalamazoo may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with the City of Kalamazoo guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the City of Kalamazoo of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the City of Kalamazoo or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in



the case of a partial termination, the City of Kalamazoo determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City of Kalamazoo may terminate the award in its entirety.

37. No Waiver

No delay or omission by the City of Kalamazoo to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether the City of Kalamazoo has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the City of Kalamazoo to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

38. Benefit

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of the City of Kalamazoo to such assignment has been first obtained.

39. Severability; Survivability

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

40. Governing Law

This Contract Agreement is being executed and delivered in the State of Michigan and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

41. Section Headings and Subheadings

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

42. Notices

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by First Class Mail with confirmation of receipt, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the City of Kalamazoo:

To Subrecipient:

Mailing Address (US Postal Service only)

The City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007

Physical Address (FedEx, UPS)

The City of Kalamazoo
241 West South Street
Kalamazoo, MI 49007

43. Changes to the Agreement



The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the City of Kalamazoo. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the City of Kalamazoo or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release the City of Kalamazoo or the Subrecipient from its obligations under this Contract Agreement.

The City of Kalamazoo may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both the City of Kalamazoo and the Subrecipient.

44. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

45. List of Exhibits

Exhibit 1: Program Description, Program Schedule, Program Budget and Scope of Work

Exhibit 2: Federal Grant Compliance Financial Risk Assessment

The City of Kalamazoo and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

The City of Kalamazoo,

Witness

Name:

Title:

Department:

Subrecipient:

Witness

Name:

Title:

Approved as to form and correctness:



Exhibit 1:

Program Description, Schedule, Budget and Scope of Work

Program Description | Scope of Work | Schedule:

Description | Scope of Work

The funds requested from the City of Kalamazoo will support a grant program for youth-serving organizations that will serve youth ages 5-21 who reside in Kalamazoo, MI. The Kalamazoo Youth Development Network (KYD Network) will serve as the administrator of the **City of Kalamazoo Summer Program Fund** and will review and select the grant recipients based on their subject matter expertise in youth development.

The types of programs funded by this grant will be provided during the summer of 2022 include but are not limited to arts, sports, leadership, life skills, mental health, dental, literacy, and math. School age youth, in grades k-12, will have access to programs located throughout the city of Kalamazoo so that they can emerge from the last two years of the COVID-19 pandemic, learn how to constructively engage with high quality summer learning programs, and enjoy their lives.

This grant program will allow more and diverse types of programs to be offered in the City of Kalamazoo this summer. These summer programs will be located in marginalized neighborhoods and have track records of engaging youth and their families. These funds will reach programs and organizations that have historically been excluded from federal funding, which addresses equity in our community. KYD Network will provide support to awarded organizations to increase the capacity they need to improve youth outcomes.

KYD Network will provide a variety of supports in administration of the **City of Kalamazoo Summer Program Fund**, including program management, fiscal reporting, program design and implementation.

KYD Network will provide support so that organizations can:

- Develop and monitor summer program budgets;
 - Submit required expenditure reports;
 - Hire, train, and support staff;
 - Understand how to use data to improve their summer programs; and
 - Achieve their goals and positively impact youth.
-
- KYD Network will provide each organization a KYD Network OST Coach who will meet with them during the first two weeks of program implementation to learn about their program, establish an assessment schedule, and create a coaching plan. Organizations also will meet with our Financial Coach so that they are able to provide the required expenditure reports.



- Funded organizations will participate in trainings related to how to design and implement high quality summer programming. Each organization will be assigned a KYD Network OST Quality Coach who will provide on-going training, coaching, and technical assistance.
- Observational assessments will be conducted by KYD Network after each program has been operating for at least two weeks.
- KYD Network will utilize the Summer Learning Program Quality Assessment (SLPQA), designed and managed by the David P. Weikart Center for Youth Program Quality assessments for programs funded with this grant. KYD Network contracts with the Weikart Center so that the organizations we support have access to standardizes assessments and many other tools. We are certified external assessors, and this service will be provided to organizations so that each youth can experience the highest quality and impactful summer program. The use of the continuous quality improvement process helps to ensure that all programs operate in high quality. The research is clear that the higher the quality of OST programs, the greater the impact on youth.
- KYD Network also will offer the Devereux Student Strengths Assessment (DESSA) to funded programs so that they track the impact they have on the social emotional learning (SEL) skills of youth. These skills are critical to the development of youth of all ages. KYD Network contracts with Aperture Education to be to offer this standardized assessment tool. We also will offer coaching and technical assistance to each summer program so that they can collect DESSA data, use it to understand the needs and strengths of the youth they serve, and to report on their outcomes.
- Finally, KYD Network will offer training, coaching, and technical assistance to funded programs in the areas of financial management and general organizational management. First, KYD Network will facilitate a Webinar with selected organizations so that they understand the contract requirements, including how to monitor their budgets and what reports will be required. This type of support will be provided on an ongoing basis throughout the four months of this project.

Program Schedule

- Organizations selected: By June 3
- Initial engagement meetings with KYD Network OST coaches and each organization: June 6 to 21
- Training on program quality: June 4, 6, 7, 8, 9
- Observational program quality assessments conducted by KYD Network: June 30 to August 6
- Assessment reports provided to organizations: within one week of observation
- Feedback session to review assessment data facilitated by KYD Network: within two weeks of observation
- Quality coaching provided by KYD Network coach with each organization: weekly, in-person, June 13 to August 31



- Financial technical assistance provided to each organization: on-going, as needed, June 6 to September 30
- Final reports due to KYD Network (see sub/sub recipient agreement): October 15
- Report preparation: October 15 to November 15
- Report submitted to the City of Kalamazoo: November 15

Program Budget:

Kalamazoo Youth Development Network									
Budget									
City of Kalamazoo ARPA summer youth program									
June 1, 2022 to October 31, 2022									
Payments to sub-recipients		875,000							
KYD Network staff salaries		74,448		\$10,368		ED: four months, 18 hours/week, at \$36/hour			
				\$5,280		Network Coordinator: four months, 15 hours/week @\$22/hour			
				\$32,000		OST coaches (2): four months, 40 hours/week @25/hour			
				\$16,000		Compliance contractor: five months, 40 hours/week @ \$20/hour			
				\$6,000		Enrichment coaches (3): \$2,000/each			
				\$4,800		CQI Manager: four months, 10 hours/week @30/hour			
				\$74,448					
Benefits		14,889				20%			
Subtotal		964,337							
Indirect		35,663				3%	Utilities, rent, accountant, supplies, IT,		
TOTAL		1,000,000							



Exhibit 2:

Federal Grant Compliance Financial Risk Assessment

1. Do the financial statements your organization uses include at a minimum those required by generally accepted accounting principles, such as the below? YES or NO

- Balance sheet or statement of financial position
- Income statement or statement of operations
- Statement of cash flows
- Notes to the financial statements covering accounting policies, debt, capital assets, leases, pensions, etc.

2. Has your organization had a single audit in the past 3 years? Yes or NO

3. Has your organization been barred from receiving Federal Grants? YES or NO

4. Has your organization been out of compliance as a recipient or subrecipient for any grant in the past 3 years? YES or NO

5. Are current assets sufficient to cover current liabilities? YES or NO

6. Are there any other financial items of note that we should be aware of (e.g., unfunded commitments or other unrecorded liabilities; lawsuits; subsequent events)? YES or NO

If yes please explain:

By signing this report, I certify to the best of my knowledge and belief that the answers are true. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name: _____ Position: _____ Date: _____



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **H.2.**

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

FROM: Clyde J. Robinson, City Attorney

DATE: June 6, 2022

SUBJECT: First reading of an Amendment to Park Rules, City Ordinance Section 33-24

RECOMMENDATION:

It is recommended that the City Commission adopt an ordinance amending Section 33-24 of the Kalamazoo City Code to permit fishing at Milham Park.

BACKGROUND:

Currently fishing Portage Creek in Milham Park is not permitted. However, with the removal of the dam near Lover's Lane, the natural course of the creek has been restored and Michigan Department of Natural Resources would like to stock and designate Portage Creek as a trout stream. Additionally, opening up Portage Creek to fishing given that it is relatively shallow in Milham Park, offers the opportunity for fishing for all ages, particularly youth, and is thus consistent with the stated goals of the City to provide recreational opportunities for young people.

STRATEGIC VISION ALIGNMENT:

The proposed amendment furthers several IK2025 Goals, such as Complete Neighborhoods, Environmental Responsibility, and Inviting Public Places by creating an additional recreational activity at Milham Park.

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:

None.

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 33 “STREETS AND
OTHER PUBLIC GROUNDS, ARTICLE II, “PARKS AND
RECREATION”, SECTION 33-24 OF THE KALAMAZOO CODE
OF ORDINANCES TO PERMIT FISHING AT MILHAM PARK

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Section 33-24 C. of the Kalamazoo City Code is amended to read as follows:

“Sec. 33-24. City Parks / Public Spaces

C. Fishing is not permitted in any park except where specifically designated at Spring Valley Park, Mayors' Riverfront Park, Rose Park, Verburg Park, **Milham Park**, and Woods Lake Beach Park.”

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

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

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

CERTIFICATE

The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2022. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted and authenticated by the Mayor and City Clerk as required by the Charter of said City.

David A. Anderson, Mayor

Scott Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **H.3.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Christina Anderson, AICP, City Planner

DATE: June 6, 2022

SUBJECT: Proposed Text Amendments to Chapter 50, Zoning Code

RECOMMENDATION:

It is recommended that the City Commission adopt an ORDINANCE to amend the text of "Chapter 50: Zoning" of the Kalamazoo City Code.

BACKGROUND:

City staff regularly apply the Zoning Code when working with developers and property owners interested in expanding their homes, starting a business, or constructing a new building. Staff regularly reviews the code language and keeps a running list of text edits for the next available opportunity to update the code; this is that opportunity.

All the edits proposed are general edits to Chapter 50 Zoning Code and are from staff's running lists to update for clarification of wording, ease of use, and to ensure the standard matches its intent (reason for being included in the Code). The edits fall into a few categories and are available in your packet as separate documents with the rationale noted for the changes. A complete copy of the whole Chapter 50 with the edits noted in red text is also included with the packet. The draft texts are available online in the same formats, allowing a detailed look at the proposed changes and an opportunity to see how the complete code reads. Two notes below provide additional detail on the marihuana edits and the update to the Community Commercial (CC) District.

Marihuana Use Standards. Medical and Adult Use Marihuana were approved by the State at different times and through different processes (legislature-driven and citizen initiative). As a result, the City also incorporated the uses into the Zoning Code at different times and with different parameters, including those for medical provisioning centers and adult use retailers. This is despite the fact that both are locations where marihuana can be sold and both are allowed

on the same site per the State and our own standards. The updates to the marihuana use standards include aligning the location requirements for the two similar uses, which will make it easier for staff to apply the rules. Other changes include prohibiting drive-throughs and clarification of the wording for co-location (shared site) standards. The Community Investment Division, the Clerk's Office, and the City Attorney's office are simultaneously working to update the rules associated with marihuana licensing, found in Chapter 20.B, following the application of the licensing rules over the last few years. These changes will be brought at a later date for review and approval by the City Commission.

Shifting Community Commercial District to Chapter 50. A very common variance request to the Zoning Board of Appeals (ZBA) is to allow ground-floor residential in the Community Commercial (CC) District. This has long been on our running list of edits to make. At a recent meeting, the ZBA encouraged staff to move quicker with the Zoning Code edits, including this one. In order to update the permitted uses in the CC District, it first has to be shifted into the Chapter 50 Zoning Code from Appendix A Zoning Ordinance. This means many small edits to multiple sections to bring in the District description, uses, and dimensional standards, such as setbacks and lot area. The next round of edits staff will bring forward for review will be adding the new commercial districts to these new sections and tables created with the shifting over of CC standards.

The Planning Commission officially reviewed the proposed text amendments at their April 2022 meeting and unanimously recommended their approval to the City Commission. These proposed text amendments were first presented at the March 2022 Planning Commission meeting, in an informational presentation during the City Planner's report.

STRATEGIC VISION ALIGNMENT:

This work meets the Good Governance Strategic Vision goal. The City understands that the Zoning Code is not static and that based on City use and resident and developer application, it will need to be reviewed and updated regularly in order to be effective.



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

Consult (two-way conversation) – Many of these changes have been a long time coming and have been discussed at multiple levels with the community, including the Zoning Board of Appeals through public hearings and during staff and development meetings.

Engagement/Communication Tools

Regular conversations with the community and users of the Zoning Code; imaginekalamazoo.com; newspaper notices; and Planning Commission public hearings.

FISCAL IMPACT:

There is not an expected fiscal impact with these changes.



Chapter 50: Zoning Ordinance

March 2022

DRAFT

THE CITY OF KALAMAZOO



imagine
kalamazoo
2025

Chapter 50 - Table of Contents

How to Use These Regulations

Article 1. General Requirements

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Article 7. Parking & Loading Regulations

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How to Use These Regulations

This Zoning Code provides a variety of zoning districts to support development and redevelopment and the alignment of land use with our transportation network in Kalamazoo. Follow the steps on the adjacent page to determine what zoning standards apply to your property.

In addition to traditional zoning districts, this Code also includes districts that apply form-based regulations. The Live Work 1, Live Work 2, Neighborhood Node, Downtown 1, Downtown 2, and Downtown 3 zoning districts set development standards that focus not only on the use of the building, but also the building's form and impact on the block and adjacent street. These regulations go beyond basic setback lines and maximum height to consider such elements as building entrance, minimum amount of transparent windows, and both minimum and maximum heights. The intent of each zoning district can be found in 50-3 Zoning Districts and Maps. Information on the development standards for each district is found in 50-5 Zoning Standards.

This Zoning Code also considers the street network when setting standards for where uses may be located and building, access, and parking locations. In order to create active and inviting public places and support economic vitality at a variety of scales and locations, buildings and uses on lots and the adjacent streets must work together, rather than be in conflict. To this end, the City has created a Street Design Manual to guide its work in designing City streets and to support development that impacts the City's rights-of-way. A street type map is included with the Zoning Map.

The Planning Division is always available to answer questions at 269-337-8044.

1 Zoning District & Street Type

What zoning district is your property located?

On what street type is your property located?

Locate your property on the Zoning Map (refer to **Figure 1.2-1**) and the City's Online GIS system available from www.cityofkalamazoo.org/maps.

Locate the street type(s) adjacent to your property (refer to **Figure 1.2-2**) and the Street Design Manual for additional background at www.imaginekalamazoo.com/projects/streetdesignmanual

2 Permitted Use.

What is your desired use? Is it permitted in this location?

Refer to the **4.1-1 Use Table** to review what uses are permitted in each Zoning District. Many uses have specific design standards by district, these are described in **50-4.4 Use Definitions and Standards**

3 Zoning Standards.

What are the requirements for developing or rehabbing a building in this location?

Go to **50-5 Zoning Standards**. The standards for each district are noted in one of two tables:

1. Table 5.1-1 Permitted Lot Types by District

- these are the standards for the form-based districts
- in most districts, more than one Lot Type is permitted; Lot Type descriptions are found in **50.5-6 Lot Types**
- each Lot Type has its own standards specific to that Lot Type, including detailed illustrations.

Select the lot type for your project and use these standards to design your project

2. Table 5.1-2 Dimension Standards by District

- standards for these districts are listed in this table

All the zoning standards, regardless of which zoning district applies to your property are defined in **50.5-2 to 5**.

When rehabbing an existing building refer to section **50-1.4**

Nonconformances to determine what activities would result in meeting the requirements of Chapter 50.

Article 50-1. General Requirements.

50-1.1 Purpose.

A. The intent of these requirements is to:

- (1) Create a flexible, market driven approach to the districts defined to promote public health, safety, and general welfare.
- (2) Realize the community's vision as detailed in the Master Plan, including permitting a variety of uses, increased variety of housing infill, and promoting active walkable nodes and corridors through the inclusion of building form requirements.

B. This document should reflect the current adopted Master Plan; if substantial changes occur, this text should be reviewed and amended.

50-1.2 General Provisions.

A. Zoning Maps The zoning districts detailed in these regulations are mapped according to Figure 1.2-1. Throughout this Code, many standards are tied to both the mapped zoning districts and the street type, the street types are mapped according to Figure 1.2-2.

B. Conflicts. If a conflict arises between the regulations in Chapter 50 and those in Appendix A, the regulations of Chapter 50 take precedent unless otherwise approved by the City Planner.

C. Existing Structures. The form-based zoning districts are intended to allow existing structures to remain while integrating new development through the use of the form-based standards.

50-1.3 Definitions.

A. Agriculture. Growing of food crops indoor or outside for personal use, donation, or sale; this excludes the growth of marihuana plants for medicinal or recreational purposes.

B. Alley. A public or private right-of-way intended for accessing rear yards, utilities, trash pick up, and vehicular access to parking or loading areas. The City Planner can approve having existing Courts serve the same functions as Alleys, as it relates to the requirements of this code.

Figure 1.2-1 Zoning Map.

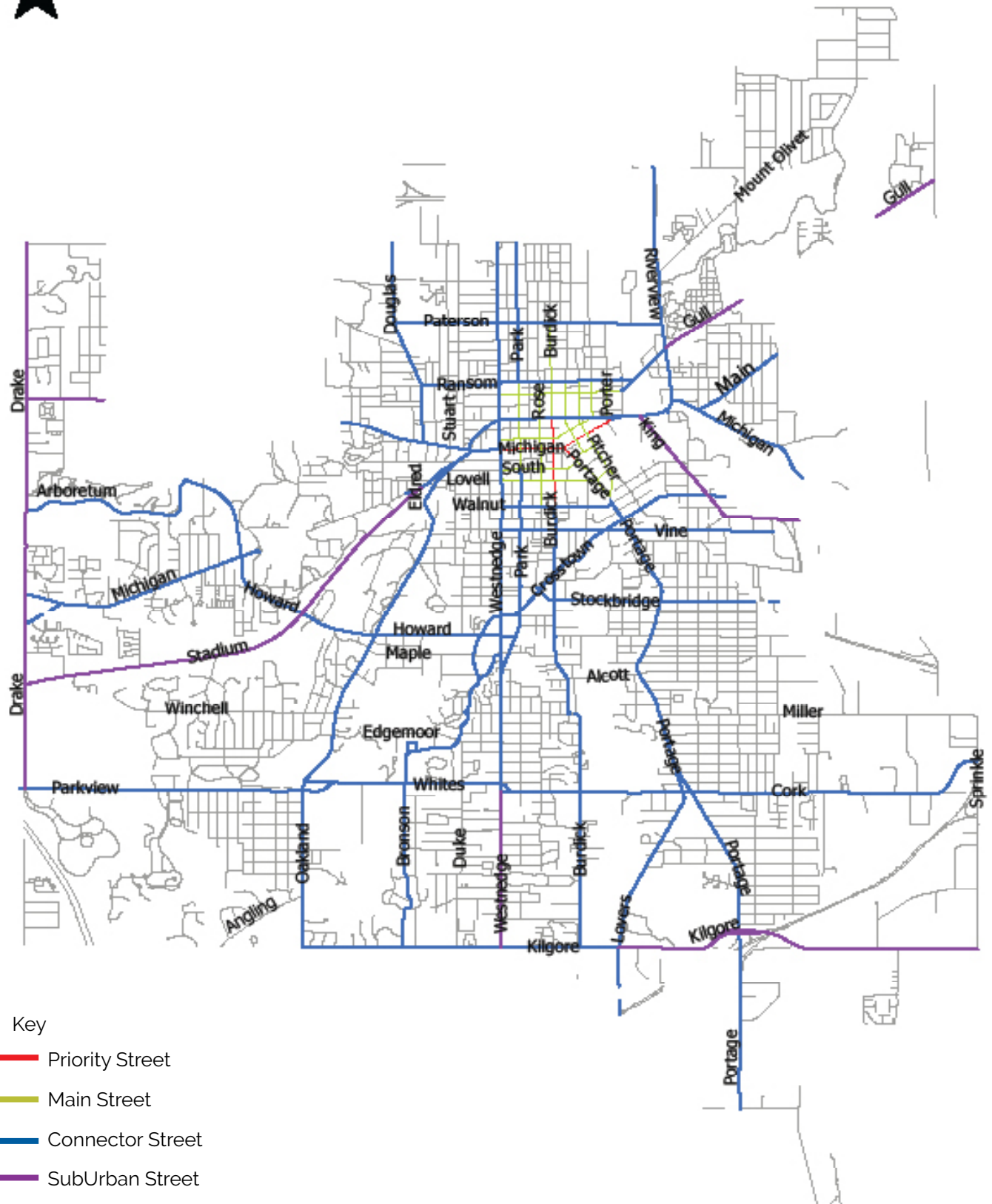


Figure 1.2-2 Street Type Map.

C. Basal Area. A method of determining Woodland density by measuring the cross-sectional area of individual tree stems over a particular unit area.

D. Best Management Practices (BMP). Commercial or professional procedures that are accepted or prescribed as being correct or most effective.

E. Build-to Zone. The designated area on a lot that the front or corner side façade of a building must be located. The zone dictates the minimum and maximum distances a building may be placed from the front or corner side lot line. Refer to Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

F. Canopy, Tree. The upper layer of a Woodland formed by the crowns of mature trees.

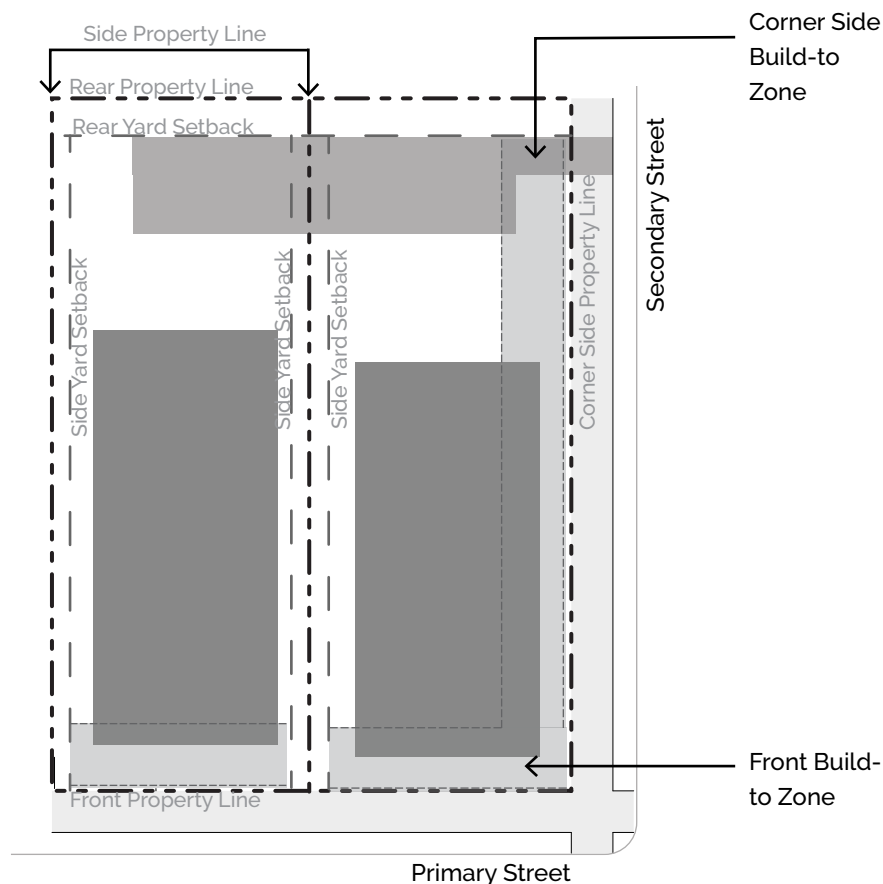


Figure 1.3-1 Build-to Zone, Property Lines, & Yards.

G. Courtyard. An open-to-the-sky outdoor area enclosed by a building on at least two (2) sides. Parking is not permitted in a Courtyard.

H. Critical Root Zone (CRZ). The zone encompassing the majority of a tree's roots. It is calculated by measuring the diameter of a tree trunk at breast height and measuring outward from the trunk eighteen (18) inches for every inch of trunk diameter. Refer to Figure 1.3-2 Measuring Critical Root Zone.

I. Cultivate. To propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

J. Develop. The construction, removal, or renovation of a primary or accessory structure or other impervious surfaces on a lot.

K. Diameter at Breast Height (DBH). The diameter of a tree trunk measured at 4.5 feet above ground level.

L. Disturbance. Includes any of the following: 1) placement of impervious surface or structure; 2) exposure or movement of soil, including removal or addition of soil or other natural or manufactured materials; or 3) clearing, cutting, or removing of vegetation except when any of these activities are done in order to maintain or improve ecosystem health, mitigate or prevent erosion and sedimentation, or mitigate harm, such as by removal of invasive or diseased vegetation, to the natural feature.

M. Ecosystem. A biological community of interacting organisms and their physical environment.

N. Ecosystem Assessment, Woodland. A method for quickly gathering information about the plant density, species diversity, and/or condition of a Woodland habitat.

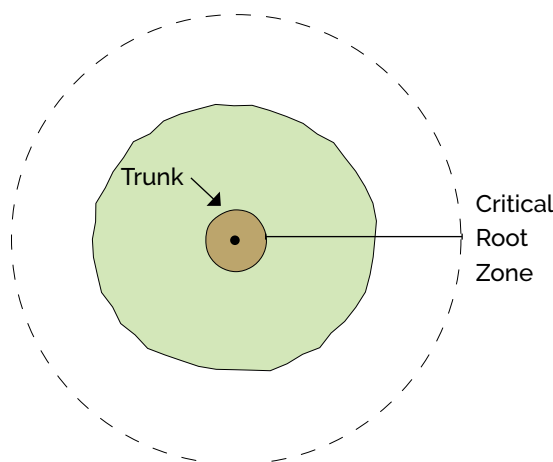


Figure 1.3-2 Measuring Critical Root Zone

O. Endangered Species. Any species recognized by the State of Michigan and/or Federal government as being in danger of extinction throughout all or a significant portion of its range.

P. Entrance Treatment. The permitted treatments of the ground story façade, including entrance and window transparency. Refer to 5.2 Entrance Treatment.

Q. Equivalent License. Any of the following when held by a single licensee:

- (1) grower license of any class under both the MRTMA and MMFLA;
- (2) processor licenses under both the MRTMA and MMFLA;
- (3) secure transporter licenses under both the MRTMA and MMFLA;
- (4) safety compliance facility licenses under both the MRTMA and MMFLA; and
- (5) a retailer license under the MRTMA and a provisioning center license under the MMFLA

R. Façade. The exterior face of a building, including but not limited to the wall, windows, doorways, and design elements. The front façade of a building faces the front property line.

S. Façade, Street Facing. Façade of a building facing a public or private space, such as a street or park. This does not include building facades along alleys, which would be considered rear facades.

T. Graminoids. Grasses, sedges, and rushes.

U. Habitat. The natural home or environment of an animal, plant, or any other living organism.

V. Habitat Corridor. An area of land containing wildlife habitat, generally native vegetation, which joins or provides passage between two or more larger areas containing similar wildlife habitat, and the entire corridor thus formed.

W. Industrial Hemp Any part of the plant, whether growing or not, Cannabis sativa L or the genus cannabis with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant regardless of moisture content. Industrial hemp includes industrial hemp commodities and products and topical or ingestible animal and consumer products with a delta-9-tetrahydrocannabinol concentration of not more than 0.3% on a dry weight basis.

X. Invasive Species. Any living organism that is not native to an ecosystem and causes the ecosystem harm.

Y. Lot Type. A lot type is defined by the combination of building siting, form, façade treatment, parking and access, and use. Refer to Chapter 5.

Z. Marihuana. All parts of the plant *Cannabis sativa* L. or of the genus *cannabis*, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this ordinance, marihuana does not include:

- (1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
- (2) industrial hemp; or
- (3) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

AA. Marihuana Establishment, Adult Use.. An adult use marihuana commercial business operation licensed pursuant to the MRTMA and permitted to operate by City ordinance.

BB. Marihuana Establishment, Medical. A medical marihuana commercial business operation licensed pursuant to the MMFLA and permitted to operate by City ordinance.

CC. Marihuana-Infused Products. A topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption in a manner other than smoke inhalation.

DD. Master Plan. City of Kalamazoo Planning document that outlines the community's vision primarily as it relates to land use and transportation.

EE. MMFLA. The acronym for the Medical Marihuana Facilities Licensing Act, Public Act 281 of 2016, MCL 333.27101 et seq.

FF. MRTMA. The acronym for the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27051 et seq.

GG. **Nativar.** A cultivar of a native plant species.

HH. **Native Species.** A species that normally lives and thrives in a particular place as a result of natural processes, not human introduction, disturbance, or intervention. For the purposes of this Article, a particular place is defined as Kalamazoo County.

II. **Natural Communities.** Groups of plants and animals and their physical environment that have experienced minimal human-caused disturbance or recovered from that disturbance.

JJ. **Natural Features.** Features defined in the Natural Feature Protection Overlay, specifically Wetlands, Water Resources, Trees, Woodlands, Floodplains, Slopes, Natural Heritage Areas, and Habitat Corridors.

KK. **Natural Vegetation.** Plants that grow naturally, especially but not limited to those that provide habitat for wildlife; deep-roots to stabilize banks, shorelines, and slopes; or canopy for shade.

LL. **NREPA.** Michigan's Natural Resources and Environmental Protection Act, 451 of 1994, as amended, MCL 324.101 - 324.90106.

MM. **Occupied Space.** The first fifteen (15) feet inside a building measured from the front facade and on corner side facades. In this space, uses such as interior parking, residential units, storage, or utility areas may be restricted. Refer to Article 5 Zoning Standards for more information.

NN. **Orbs.** Non-woody plants and wildflowers other than grasses.

OO. **Ordinary High Water Mark.** The upper limit that the water level reaches during regular changes in water level. Refer to Figure 6.2-1 Wetland and Water Resources Setbacks.

PP. **Parcel, Parent.** The parcel or tract of land lawfully in existence on the effective date of the Natural Features Protection Overlay District.

QQ. **Playground.** Any outdoor facility (including any parking lot appurtenant thereto) intended for recreation, open to the public, and with any portion thereof containing three or more separate apparatus intended for the recreation of children including, but not limited to, sliding boards, swing sets, and teeterboards.

RR. **Preserve.** An area of land under common ownership by a tax-exempt nonprofit organization where a management plan for conservation, wildlife, historic resources, or ecological resources or values is actively

implemented.

SS. Process or Processing. The activity to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

TT. Property Line. Also referred to as lot line. Refer to Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

UU. Property Line, Front. Also referred to as a front lot line. The intersection of the right-of-way and the property or lot; the area from which the front build-to zone is set. Figure 1.3-1 Build-to Zone, Property Lines, and Yards.

(1) When a primary street abuts a through or corner lot, the front property line is that property line along the primary street.

(2) When a lot abuts two (2) or more primary streets or does not abut any primary streets, the front property line shall be determined by the City Planner.

VV. Restoration. The process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed.

WW.. Riparian Area. The area adjacent to a Water Resource or Wetland.

XX. Runoff. The portion of precipitation that does not soak into the ground or evaporate.

YY. Scale. Typically defined by the adjacent buildings and rights-of-way, scale refers to the size or massing of a structure or street.

ZZ. Semi-pervious Materials. A ground surface covering that allows for at least forty (40) percent absorption of water into the ground or vegetation, such as porous pavement, pavers, crushed stone, or gravel.

AAA. Site Characteristics. Minor, physical development features on a lot, including signage, landscaping, parking, driveway location, and other physical, but non-structural elements of a site.

BBB Slope. The area of the ground surface where there is a change in elevation over a horizontal distance.

CCC. Slope Analysis. An analysis based upon a topographic survey used to calculate the grade of slopes.

DDD. Slope Face. The surface area of the slope from Top to Toe of Slope. Refer to Figure 1.3-3 Parts of a Slope.

EEE. Slope Percent Grade. The vertical change in the elevation of the ground surface (rise) divided by the specific horizontal distance (run) multiplied by 100.

FFF. Slope, Toe of. The lowest part of a slope. Refer to Figure 1.3-2 Parts of a Slope. Refer to Figure 1.3-3 Parts of a Slope.

GGG. Slope, Top of. The highest part of a slope. Refer to Figure 1.3-2 Parts of a Slope. Refer to Figure 1.3-3 Parts of a Slope.

HHH. Stormwater Best Management Practices (BMP). Tools used to prevent or reduce stormwater runoff and/or associated pollutants as determined by professional associations, State of Michigan, or Federal government, such as the Michigan Low Impact Development Manual.

III. Stormwater Runoff. Runoff and any other surface water drainage that flows into natural or man-made drainage ways.

JJJ. Street, Types. The types of right-of-ways and associated treatment of vehicular, bicycle, and pedestrian ways within, as illustrated by the 2025 Master Plan. The Street Types are: Priority Street, Main Street, Connector Street, SubUrban Street, and Neighborhood Street. Refer to Figure 1.2-2 Street Types Map..

KKK. Street, Connector. Links neighborhoods and institutions together. Transit, on-street bicycle facilities such as protected lanes or paint-designated lanes, and on-street parking may all be present. Sidewalks and upgraded crossings at key intersections provide for pedestrians along this often busy, very mixed-use street. Driveways for vehicular access to properties are expected, but limited through key neighborhood commercial nodes and corridors. A center turn lane maybe be required. This street type balances all travel modes. For additional information refer to the

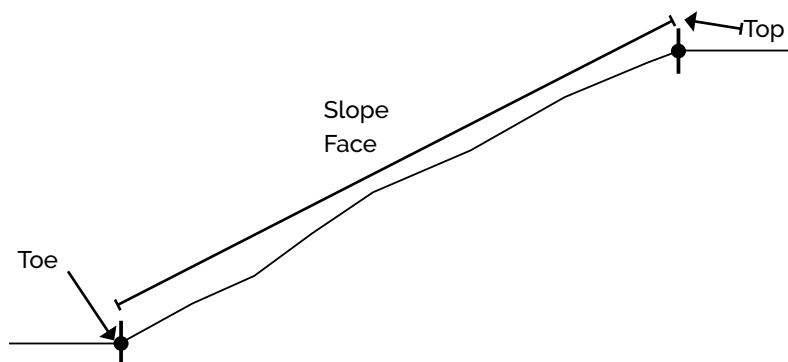


Figure 1.3-3 Parts of a Slope

Connected City Chapter of the 2025 Master Plan.

LLL. Street, Main. Typically found Downtown surrounding Priority Streets, it serves intensive, active mixed-use blocks. A street type with slow vehicular traffic, regular pedestrian crossings and wide sidewalks. Sidewalks are improved with streetscape, lighting, and wayfinding signage to support pedestrian movements. On-street parking and on-street bicycle facilities are both common. Driveway access to adjacent properties should be limited to prevent pedestrian-vehicle conflicts. The priority user is the pedestrian. For additional information refer to the Connected City Chapter of the 2025 Master Plan.

MMM. Street, Neighborhood. This street type typically has slow vehicular traffic, limited to no transit service, and bicycle facilities that are incorporated into the roadway with signed routes or sharrows. Regular driveway access is excepted on this street type. On-street parking serves the adjacent land uses which can range from industrial to commercial to residential. In residential blocks, landscaped curb lawns and street trees are common; there may not be sidewalk on both sides of the street in this setting. For additional information refer to the Connected City Chapter of the 2025 Master Plan.

NNN. Street, Primary. A street designated as having priority over other streets in terms of setting the front lot line, locating building entrance, and façade treatment. On corner lots, the primary street is determined by the street type with the following order of priority: priority street, main street, connector street, and neighborhood street. When a lot fronts three (3) or more streets and/or two (2) or more of the same street type, the primary street will be designated by the City Planner through Site Plan Review.

OOO. Street, Priority. Downtown street type with slow vehicular traffic, regular pedestrian crossings and very wide sidewalks. Transit, on-street parking, and on-street bicycle facilities are typical, as is a high level of streetscape, lighting, and wayfinding signage to support active, urban commercial and mixed use blocks. The priority user is the pedestrian. For additional information refer to the Connected City Chapter of the 2025 Master Plan.

PPP. Street, Secondary. A street designated as not having priority over other streets. Secondary streets typically serve as preferred location for vehicular access points and buildings fronting secondary streets may have a reduction in the facade requirements.

QQQ. Street, Suburban. Multiple vehicle lanes with higher speeds, this street type often has a center turn lane and no on-street parking. Transit serve this street type and the adjacent uses, which lean toward more intensive commercial or mixed-use projects. Pedestrian and bicyclists move in off-street, facilities separated from the vehicular travel lanes. The priority user is the vehicle. For additional information refer to the Connected City Chapter of the 2025 Master Plan.

RRR. Story, Ground. Also referred to as ground floor. The first floor of a structure that is level to or elevated above the finished grade, measured at the front and corner facades. This excludes partially above-ground basement areas. Refer to Figure 5.3-1 Measuring Height.

SSS. Story, Half. A floor located partially below grade and partially above or a floor located within the roof structure facing that has transparency facing a street.

TTT. Story, Upper. The floors of a structure located above the ground story. Also referred to as upper floor.

UUU. Structure, Primary. A structure that contains the lot's primary use and is located in the front-build to zone. A lot may contain more than one primary structure, refer to 5.6 Lot Types.

VVV. Structure, Accessory. A structure that contains a secondary or accessory use on a lot. Accessory structures are typically smaller in size than the primary structure and located toward the rear of the lot. Refer to 4.5 Accessory Uses and Structures.

WWW. Surface, Pervious. An area that allows for the absorption of water into the ground or vegetation. Also referred to as permeable are.

XXX. Surface, Impervious. Areas covered with surfaces that do not allow at least forty (40) percent absorption of water into the ground, including areas for driveways, parking lots, and walkways and structures.

YYY. Surface, Semi Pervious. An area that allows for at least forty (40%) absorption of water into the ground or vegetation. Semi-pervious materials can include such materials as porous pavement, pavers, crushed stone, or gravel.

ZZZ. Threatened Species. Any species recognized by the State of Michigan and/or Federal government which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.

AAAA.Turf Grass. Any variety of commercial grasses grown and maintained to form turf.

BBBB. Understory. The layer or layers of woody vegetation — including understory trees and shrubs — that naturally grow beneath a Tree Canopy.

CCCC.. Use, Accessory. May also be referred to as secondary use. This use typically takes up less space than the

principal use and is often located in an accessory structure or in side or rear yards.

DDDD. Use, Primary. May also be referred to as the principal use. The dominant use of a lot. It is typically located in the lot's primary structure along the front property line.

EEEE.. Vegetated Buffer. A permanent, maintained strip of vegetation designed to help absorb and slow the velocity of surface Stormwater Runoff, and filter out sediment and other pollutants.

FFFF.. Wetland Determination. An on-site investigation to determine whether the presence of water, hydric soils, and wetland vegetation occur in such a manner as to meet the definition of a Wetland.

GGGG. Wild-type. A straight species native plant that has not been commercially cultivated for a specific characteristic, which provides for natural genetic diversity, disease resistance, climate resiliency, and reliable pollinator habitat.

HHHH. Youth Center. Any recreational facility and/or gymnasium (including any parking lot appurtenant thereto), intended primarily for use by persons under 18 years of age, which regularly provides athletic, civic, or cultural activities."

IIII. Zoning District, Base. Also referred to as underlying zoning. The zoning regulations applied to a parcel according to the Zoning Map.

JJJJ. Zoning District, Overlay. A set of standards placed on a parcel in addition to the standards of the Base Zoning District.

50-1.4 Nonconformances.

Refer to Chapter 9. Nonconformities of Appendix A for the management of nonconforming uses of land and nonconforming structures and uses of structures with the following additions.

A. Regulations of Chapter 50 shall be met when,

- (1) Change in Use. The use nonconformance exception ends when a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.
- (2) Change in Structure. The structural nonconformance exception ends when the associated structure is modified to change the gross floor area by fifty (50) percent or more.

B. Nonconforming Site Characteristics. Site characteristics may continue in accordance with the following.

- (1) Ten Percent Exception. A site characteristic is not considered nonconforming if the size of the nonconformance is less than ten (10) percent of the requirement.
- (2) Change In Use. The nonconforming site characteristic exception ends if a change of use will result in a fifty (50) percent or greater change in capacity or intensity, such as an increase in gross floor area, seating, or residential units.
- (3) Change in Structure. The nonconforming site characteristic exception ends if the associated structure is modified to change the gross floor area by fifty (50) percent or more.
- (4) Exception for Multi-Tenant Signs. Multi-tenant signs are exempt from this requirement in that an individual or tenant is permitted to install a new sign or change out signage within an existing multiple tenant sign provided that the new signage does not increase the amount of nonconformance.

C. Street Facing Façade. When a building located within the build-to zone is renovated, including with no change to the overall square footage of the structure, the regulations of 5.5 Street Facing Facades shall be met when any of the following occur.

- (1) Installation of new entrance or change in location of entrance on a street facing façade.
- (2) Change in window location or size on a street facing façade by thirty (30) percent or more.
- (3) Change or replacement of more than thirty (30) percent of façade materials on a street facing façade with a different material.

Article 50-2. Review Bodies.

Reserved

Article 50-3. Zoning Districts.

50-3.1 Zone Districts. Refer to Figure 1.2-1 for the Zoning Map of the following districts.

A. **Neighborhood Node District.** Neighborhood Nodes are intended to create walkable, vibrant mixed-use commercial areas in Kalamazoo neighborhoods with a focus on building forms that promote inviting public places. Neighborhood Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors. Neighborhood Node locations can be found in the Master Plan, Future Land Development Map.

B. **Live-Work 1 District.** Live-Work 1 promotes a wide mix of commercial and residential uses in a scale and with a building form compatible with Kalamazoo neighborhoods and corridors. Live Work 1 standards focus on the building form, specifically along the street, while allowing a flexible list of uses within the building.

C. Live-Work 2 District. Live-Work 2 is intended to promote a wide mix of uses, including residential, commercial, and craftsman industrial users. Typically located adjacent to the Downtown or traditional industrial areas, Live-Work 2 is similar to Live-Work 1, but allows for more urban scaled development.

D. Downtown 1. Downtown 1 supports the key retail blocks of Downtown Kalamazoo by promoting a mix of uses with the most active permitted on the ground floor. This district is intended for the active, walkable principle blocks that focus on retail, entertainment, and service uses, storefronts, pedestrian-scaled signage, and access to shared parking facilities.

E. Downtown 2. This district is similar to Downtown 1, but with more flexibility in its form and permitted uses. It is intended for blocks directly adjacent to those in Downtown 1.

F. Downtown 3. Promotes a wide mix of uses, including residential, commercial, and civic uses in building forms that support the scale and intensity of Downtown Kalamazoo.

G. Community Commercial District. Community Commercial district supports medium to large-scale commercial and mixed-use development with a city-wide or regional market focus. This district is typically found on major corridors, such as community connectors, and often near highway access. A wide range of retail, service, and office uses are permitted. Residential uses are permitted with design standards.

50-3.2 Overlay Zone Districts. Refer to Figure 3.2-1 Zoning Overlay District Map of the following overlay districts.

A. Natural Feature Protection (NFP) Overlay District. Natural Features Protection (NFP) Overlay District is an overlay district providing additional development standards for parcels containing or adjacent to Natural Features. Refer to 50-6.2.

Article 50-4. Uses.

50-4.1 General Provisions. The following general provisions apply to the uses outlined in Table 4.1-1 Use Table.

A. Permitted Uses. Uses are either permitted by-right, permitted with development standards, or permitted if a special use permit is granted from the Planning Commission.

B. Lot Type Required. All uses shall be located within a permitted Lot Type, unless otherwise specified. Refer to Article 5 Zoning Standards: Lot Types for additional use standards that may differ based on a ground or upper floor location within a building.

C. Required Licenses. Any facility that is required to be licensed by the State of Michigan shall have a valid license at all times. It is a violation of this Code to operate at any time without a valid license.

50-4.2 Organization. The uses listed in the Table 4.1-1 are grouped into general categories and shall be interpreted as follows.

A. Unlisted Similar Uses. If a use is not listed, but is similar in character and impact to a use in the permitted, permitted with development standards, or permitted with a special use permit, it may be interpreted by the City Planner as similar.

B. Unlisted Dissimilar Uses. If a use is not listed and cannot be interpreted as similar to a listed use, the use is not permitted.

50-4.3 Use Table. Table 4.1-1 outlines the permitted uses by zoning district. Uses are permitted in one of the following ways.

A. Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.

B. Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided that they are developed with the listed development standards. The development standards listed are intended to manage potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.

C. Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

Table 4.1-1 Use Table

	Node	LW1	LW2	D1	D2	D3	CC
Residential/Lodging							
Bed & Breakfast		P	P	PD	P	P	
Hotel/Motel	P	P	P	P	P	P	P
Nursing Home/Assisted Living/Rehabilitation Center/ Adult Foster Care		PD	P	PD	P	P	P
Residential (1 & 2 units)	PD	P	PD	PD	PD	P	PD
Residential (3 & 4 units)	PD	P	P	PD	P	P	PD
Residential: Multifamily (5 & more units)	PD	P	P	PD	P	P	PD
Rooming House	PD	P	P	PD	P	P	PD
Transitional Residence		P	P				PD
Civic/Institutional Uses							
Assembly	PD	P	P	PD	P	P	P
Assembly, Religious	S	S	S		P	S	P
College and University	P	P	P		P	P	P
Hospital		P	P		P	P	P
Library & Museum	P	P	P	P	P	P	P
Parks & Open Space		P	P		PD	P	P
Police & Fire Station	P	P	P		P	P	P
School		P	P			P	P
Commercial							
Adult Regulated Use							PD
Agriculture		PD	PD				P
Day Care	PD	PD	PD		PD	PD	PD
Entertainment Sports (Participant - indoor)	P	P	P	P	P	P	P
Entertainment Sports (Participant - outdoor)		S	S		S	S	P
General Retail	P	P	P	P	P	P	P
General Services	P	P	P	P	P	P	P
Kennels			PD			PD	P
Office	P	P	P	P	P	P	P
Outdoor Sales & Storage		S	S				S
Package Liquor	PD			PD	PD	PD	PD
Parking (stand alone)		PD	PD		PD	PD	PD
Vehicle Service		PD	PD			PD	PD
Industrial							
Craftsman Industrial	PD	PD	PD	PD	PD	PD	PD
Industrial			PD				
Warehouse & Distribution			S				S

	Node	LW1	LW2	D1	D2	D3	CC
Marihuana, Adult-Use Establishments							
Grower							PD
Processor							
Safety Compliance		P	P		PD	P	P
Secure Transporter							PD
Retailer		PD		PD	PD	PD	PD
Microbusiness			PD				PD
Designated Consumption Lounge				PD	PD	PD	PD
Marihuana, Medical							
Grower							
Processor							
Safety Compliance		P	P		PD	P	P
Secure Transporter							PD
Provisioning Center		PD		PD	PD	PD	PD

4.1-1 Use Table Key

P Permitted S Special Use

PD Permitted - Development Standards Required

Blank cell means the use is not permitted

50-4.4 Use Definition and Standards. The following details the uses listed in Table 4.1-1 and describes any development standards necessary.

A. Residential/Lodging Uses.

(1) **Bed and Breakfast.** An establishment providing short term lodging and service of at least one (1) meal per day to guests. The owner or operator must live on the same lot or a lot directly adjacent to the lot containing the bed and breakfast.

(2) **Hotel/Motel.** An establishment that permits short term lodging with or without an in-room kitchen where the rooms are accessed from an interior corridor or hallway (hotel) or exterior passageway (motel). Restaurant, meeting spaces, and retail are commonly associated with this use.

(3) **Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care.** Residence that provides short or long term lodging with services such as meals, personal care, supervision of self-administered medication, medical care, and therapy. This type of facility would not meet the definition of a hospital. In the districts where it is Permitted with Development Standards ("PD"), the following is required:

(a) A rehabilitation center is permitted for up to six (6) persons.

(b) In Downtown 1, this use is not permitted on the ground floor,

(4) Residential. Dwelling units located within a primary structure on a lot. In the districts where residential is Permitted with Development Standards ("PD"), the following applies.

(a) In Nodes, Downtown 1 (D1), residential units are not permitted in a building's ground floor occupied space (refer to 50.1-3.MM Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Live Work 2 (LW2) and Downtown 3 (D3), Yard - Detached Lot Type is permitted only when it contains two or more units.

(c) In Community Commercial (CC), residential is permitted except as follows.

[1] Detached, single unit residential is not permitted.

[2] Residential units are not permitted in the ground floor occupied space that directly fronts the front property line.

(5) Residential, Multi Family. Five (5) or more dwelling units located within a primary structure on a lot. In the districts where Residential Multi Family is Permitted with Development Standards ("PD"), the following standards apply.

(a) Multi Family Units are not permitted in a building's ground floor occupied space (refer to 50.1-3.MM Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Community Commercial (CC), Multiple Family units are not permitted in the ground floor occupied space that directly fronts the front property line.

(6) Rooming House. A type of group living use in which space is let primarily for sleeping purposes, with or without meals, by the owner or agent to persons who are not related to the owner or operator by blood, marriage, or adoption. In the districts where a rooming house is Permitted with Development Standards ("PD"), the following standards apply.

(a) Rooming House units are not permitted in a building's ground floor occupied space (refer to 50.1-3.MM Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Community Commercial (CC), Rooming House units are not permitted in the ground floor occupied space that directly fronts the front property line.

(7) Transitional Residence. A residential facility that provides temporary accommodations and on-site management, including 24-hour care, for its residents. Transitional residences can accommodate both individuals and families and can serve a variety of populations, such as the homeless, domestic violence victims, or those recovering from addictions. Residency often requires attendance at classes, trainings, or counseling sessions which may occur on-site. Residents typically do not keep personal vehicles on site. In districts where a transitional residence is Permitted with Development Standards ("PD"), the following standard applies.

(a) In Community Commercial (CC), Transitional Residence units are not permitted in the ground floor occupied space that directly fronts the front property line.

B. Civic/Institutional Uses

(1) Assembly. A use that has organized services, meetings, or programs to educate, entertain, or promote discussion amongst the community. It can be a public or private facility. Examples of Assembly include a club, lodge, theatre or community center. In the districts where assembly is Permitted with Development Standards ("PD"), the following is required.

(a) Private Membership. Clubs and lodges and other similar uses with limited hours or private membership are not permitted in the ground floor occupied space of the ground floor in Node Districts.

(b) Downtown 1. Assembly uses are not permitted in the occupied space of the ground floor.

(2) Assembly, Religious. An assembly use that focuses on religion, a house of worship. Residential uses accessory to the religious assembly use, such as convent, rectory, or caretaker's residence, are permitted with this use. In the districts where Religious Assembly is Permitted with a Special Use Permit ("S") or Permitted with Development Standards ("PD"), the following standards apply.

(a) Facilities that accommodate less than fifty (50) persons are permitted without obtaining a special use permit.

(3) College and University. An educational institution authorized to award associate, baccalaureate, or other higher degrees and certificates.

(4) Hospital. A state licensed facility providing in-patient accommodations; a wide range of medical and surgical care; and other in-patient health services for sick or injured persons. Permitted secondary uses with this type of facility may include laboratories, outpatient department, training facilities, central services, offices, residences, dining areas, and retail.

(5) Library and Museum. An establishment housing educational, cultural, artistic, or historic information resources, and exhibits that is open to the public. Permitted secondary uses with this type of facility include retail space, food sales, dining, and meeting rooms.

(6) Parks and Open Spaces. An area of land designed and equipped for passive or active recreation or open air gathering. In the districts where Parks and Open Space is Permitted with Development Standards ("PD"), the following standards apply.

(a) In the D2 District, special design attention should be given to the street wall and character of a block when locating and designing a park and open space.

(7) Police and Fire Stations. A facility that provides protection to a district or entity according to fire, life, and safety code sections. Permitted secondary uses with this type of facility include storage of equipment, indoor and outdoor parking of vehicles, offices, and residences. Police and Fire Stations are exempt from any entrance bay and vehicle access standards noted in 5.6. Lot Types; the use of these standards is encouraged to support this use blending within the neighborhood location.

(8) School. A public or private education facility, including elementary, middle, and high schools. Schools may

include space for classrooms, laboratories, gymnasium, pools, theaters, dining services, and outdoor athletic or recreational facilities.

C. Commercial

(1) Adult Regulated Uses. Adult Regulated Uses.

(a) Purpose.

[1] In the development and execution of this ordinance, it is recognized that there are some uses, commonly known as adult uses or sexually oriented businesses, which, because of their very nature, have serious objectionable operational characteristics. The impacts of these objectionable characteristics are exacerbated when several adult uses are concentrated under certain circumstances or when one or more of them are located in near proximity to a residential use or zone, religious assembly, school, park, playground or public recreational area, thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to prevent these adverse effects and to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. The controls contained within this ordinance are for the purpose of preventing the negative secondary effects associated with adult uses and to prevent a concentration of these uses within any one area, or to prevent deterioration or blighting of a nearby residential neighborhood.

[2] It is the purpose of this ordinance to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the City. The provisions of this ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution of obscene material.

(b) Findings.

[1] This Ordinance is based on evidence of the adverse secondary effects of adult uses that are within the common knowledge of municipalities and is widely reported in judicial opinions, media reports, land use studies, and crime impact reports made available to the City Commission, several of which are set forth in this Ordinance. Additionally, the City Commission relies on repeated judicial findings of municipalities' reasonable reliance on this body of secondary effects evidence to support time, place, and manner regulations of sexually oriented businesses. The City Commission relies upon and incorporates the findings of secondary effects discussed in the following nonexhaustive list of cases from the U.S. Supreme Court: *Pap's A.M. v City of Erie*, 529 U.S. 277 (2000); *City of Los Angeles v Alameda Books, Inc.*, 122 S. Ct 1728 (2002); *City of Renton v Playtime*

Theatres, Inc. 475 U.S. 41 (1986); *Young v American Mini Theatres*, 426 U.S. 50 (1976); *Barnes v Glen Theatre, Inc.*, 501 U.S. 560 (1991); *FW/PBS, Inc. v City of Dallas*, 493 U.S. 215 (1990); *California v LaRue*, 409 U.S. 109 (1972).

[2] The City Commission also relies on relevant decisions of federal appellate and trial courts: *DLS, Inc. v City of Chattanooga*, 107 F 3d 403 (6th Cir. 1997); *Currence v City of Cincinnati*, 2002 U.S. App. LEXIS 1258; *Broadway Books v Roberts*, 642 F. Supp. 486 (E.D. Tenn. 1986); *Bright Lights, Inc. v City of Newport*, 830 F. Supp. 378 (E.D. Ky. 1993); *Richland Bookmart v Nichols*, 137 F 3d 435 (6th Cir. 1998); *DejaVu v Metro Government*, 1999 U.S. App. LEXIS 535 (6th Cir. 1999); *Bamon Corp. v City of Dayton*, 7923 F 2d 470 (6th Cir. 1991); *Triplett Grille, Inc. v City of Akron*, 40 F 3d 129 (6th Cir. 1994); *O'Connor v City and County of Denver*, 894 F 2d 1210 (10th Cir. 1990); *DejaVu of Nashville, Inc., et al v Metropolitan Government of Nashville and Davidson County*, 274 F 3d 377 (6th Cir. 2001); *ZJ. Gifts D-2, LLC v City of Aurora*, 136 F 3d 683 (10th Cir. 1998); *ILQ Investments, Inc. v City of Rochester*, 225 F 3d 1413 (Eighth Cir. 1994); *World Wide Video of Spokane, Inc. v City of Spokane*, 227 F 3d 1143 (E.D. Wash. 2002); *Threesome Entertainment v Strittmother*, 4 F. Supp. 2d 710 (N.D. Ohio 1998); *Kentucky Restaurant Concepts, Inc v City of Louisville and Jefferson County*, 209 F. Supp. 2d 672 (W.D. Ky. 2002).

[3] Additionally, the City Commission expressly relies upon Michigan cases relating to adult businesses, municipal regulatory authority, and public nuisances including, but not limited to, the following cases: *Rental Property Owners Association of Kent County v City of Grand Rapids*, 455 Mich 246, 566 NW2d 514 (1996); *Michigan ex rel Wayne County Prosecutor v Dizzy Duck*, 449 Mich 353, 535 NW2d 178 (1995); *City of Warren v Executive Art Studio*, 1998 Mich App LEXIS 2258 (1998); *Tally v City of Detroit*, 54 Mich App 328 (1974); *Jatt, Inc v Clinton Township*, 224 Mich App 513 (1997).

[4] The City Commission notes that media reports document the harms associated with adult businesses as well: See, e.g., *Muskegon Man Convicted in Beating Death of Adult Bookstore Manager*, Associated Press State & Local Wire, Sept. 9, 1999; *Katie Merx, X-Rated Inkster Theater Razed: Officials, Cops, Residents Cheer Demolition of Melody, An Embarrassment for 22 Years*, The Detroit News, August 19, 1999, at D3 (discussing documented sexual activity in and around adult business); *Craig Garrett, Suburbs Declare War on Smut Shops*, The Detroit News, June 30, 1999, at A1 (describing how adult theater patrons would solicit young people in the area for sex); *Justin Hyde, Warren Leaders Want to Pursue Product Liability Against Porn Shop*, Associated Press State & Local Wire, Feb. 4, 1999 (child rapist arrested in peep show establishment).

[5] The City Commission further relies on reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona — 1984; Minneapolis, Minnesota-1980; Houston, Texas — 1997; Indianapolis, Indiana — 1984; Amarillo, Texas — 1977; Garden Grove, California — 1991; Los Angeles, California — 1977; Whittier, California — 1978; Austin, Texas — 1986; Seattle, Washington — 1989; Oklahoma City, Oklahoma — 1986; Cleveland, Ohio — 1977; Dallas, Texas — 1997; McCleary Report, Alliance, Ohio — 2002; Tucson, Arizona — 1990; Testimony, Warner-Robins, Georgia — 2000; St. Croix County, Wisconsin — 1993; Bellevue, Washington — 1998; Newport News, Virginia — 1996; St. Cloud, Minnesota — 1994;; New York Times Square Study — 1994; Phoenix, Arizona — 1995-1998; and also on findings of physical abuse from the paper entitled "Stripclubs According to Strippers: Exposing Workplace Sexual Violence" by Kelly Holsopple,

Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota, and from "Sexually Oriented Businesses: An Insider's View" by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000, and the Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses (June 6, 1989, State of Minnesota). Based on the cases and reports documenting the adverse impact of adult businesses, the City Commission finds:

[a] Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, illicit drug use and drug trafficking, negative impacts on property values, urban blight, pornographic litter, and sexual assault and exploitation.

[b] Sexual acts, including masturbation, oral and anal sex, occur at unregulated sexually oriented businesses, especially those that provide private or semi-private booths, rooms, or cubicles for viewing films, videos, or live sexually explicit shows.

[c] Each of the foregoing negative secondary effects constitutes a harm that the City has a substantial governmental interest in preventing and/or abating.

(c) Applicability. The following adult regulated uses are subject to these controls:

- [1] Adult arcade or mini-motion-picture theaters;
- [2] Adult bookstores, adult novelty stores, or adult video stores;
- [3] Adult booths;
- [4] Adult cabarets;
- [5] Adult motels;
- [6] Adult motion-picture theaters;
- [7] Adult outdoor motion-picture theaters;
- [8] Adult model studios;
- [9] Adult physical culture businesses;
- [10] Adult theaters; and
- [11] Adult personal service businesses.

(d) Conditions. All adult regulated uses shall comply with all of the following conditions:

[1] No person or entity shall operate or maintain or cause to be operated or maintained an adult regulated use within 750 feet of:

- [a] A religious assembly;
- [b] A public or private educational facility, including but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education

schools, junior colleges and universities. School shall include the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;

[c] Family day care homes or group day care homes;

[d] An entertainment use that has as its principal use children or family entertainment as demonstrated by business activity that caters predominantly to on-site patronage by minors and is open for such business at least 25 hours per week;

[e] A lot or parcel of land in any zone primarily devoted to a residential use;

[f] Any other adult regulated use as defined in this chapter.

[g] A public park or recreational area that has been designated for park or recreational activities, including but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball, tennis court, wilderness areas, or other similar public land within the City that is under the control, operation, or management of the City or other unit of government;

[h] A zoning district boundary of a residential district as defined in the City Zoning Ordinance.

[1] For purposes of the uses listed in Subsections 4.a.(1) through (6) above, the distance limitations above shall be measured in a straight line without regard to intervening structures or objects from the lot occupied by the adult regulated use to the nearest point of the lot occupied by any of the uses so listed in Subsection 4.a.(1) through (6).

[2] For purposes of Subsections 4.a.(7) and (8), the distance limitations shall be measured in a straight line without regard to intervening structures or objects from the property line of the lot occupied by the adult regulated use to the nearest point of the property line occupied by the public park or other recreational areas so listed in Subsection 4.a.(7) or the zoning district boundary of the residential district as provided in Subsection 4.a.(8).

[3] No building, premises, structure, or other facility that contains any adult regulated use shall contain any other kind of adult regulated use. The Zoning Board of Appeals may grant permission for more than one adult regulated use to operate in a single building, provided that an equal or greater number of adult regulated uses are removed from elsewhere in the City. The location where an adult regulated use is removed pursuant to this section shall not be reused for any adult regulated use in the future. If the Zoning Board of Appeals grants permission for more than one adult regulated use to operate in a single building, it shall not be construed to be a violation of Subsection 4.a.(6).

[4] Adult regulated uses shall comply with all sign requirements in § 4.2.B: Adult Regulated Uses, and in Chapter 7: Signs.

[5] No advertisement, display of product or entertainment on the premises, signs or other exhibits that display "specified sexual activities" and/or "specified anatomical areas" shall be displayed in window areas or other area where the same can be viewed by pedestrians and motorists on any street, sidewalk, or other public place.

[6] No person shall reside in, or permit any person to reside in, the premises of an adult regulated use.

[7] No person operating an adult regulated use shall knowingly permit any person under the age of 18 to be on the premises of said business, either as an employee or as a customer.

[8] No person shall become the lessee or sublessee of any property for the purpose of using said property for an adult regulated use without the express written permission of the owner of the property for such use and appropriate approvals from the City of Kalamazoo.

[9] The building and site, including building openings, entries, exits and windows, shall be designed, constructed, and maintained so that material, entertainment, and/or performances that display "specified sexual activities" and/or "specified anatomical areas" cannot be observed by pedestrians and motorists on any street, sidewalk, or public right-of-way, or from an adjacent land use.

[10] The adult regulated use shall satisfy all requirements for a full site plan and all landscaping requirements of the City Zoning Ordinance. The adult regulated use shall also demonstrate that the site meets all of the traffic and access management standards of the City of Kalamazoo. The site plan shall include a diagram that shows all land use zoning districts and any of the uses described in Subsection 4.a above which are located within 750 feet of the proposed adult regulated use.

[11] No adult regulated use shall operate until it has satisfied all provisions of this chapter, all other applicable provisions of the Zoning Ordinance, and any other federal, state or local regulations.

(e) Change of Use by Lessee or Sublessee. No lessees or sublessee of any property shall convert that property from any other use to an adult regulated use unless the location of the property conforms to the standards in Subsection 4 above.

(f) Certain Uses Exempt. The following uses are exempt from the provisions of the terms and conditions of this chapter and are subject to the other provisions of the City Zoning Ordinance, and the following uses shall not be construed to be included in any of the definitions of this chapter:

[1] Accredited hospitals, nursing homes, sanitariums or other licensed health care facilities, physicians, surgeons, chiropractors, osteopaths, physical therapists, registered nurses, and other establishments or professionals duly licensed under the laws of the state while engaged in the activities for which they are so licensed.

[2] Barbers, beauticians, barber shops, and beauty parlors licensed under the laws of the state that also offer massages, provided that massages involved are limited to the head, shoulders, scalp, neck, hands, and feet. Such establishments that also provide activities that fall under the definition of "adult personal service business" in this chapter shall, however, be governed by the provisions, terms, and conditions of this chapter.

[3] Public and parochial school and college or professional athletic coaches and trainers while acting within the scope of their school employment; and

[4] Professional massage therapy enterprises, where each massage therapist has met the following criteria:

[a] Proof of graduation from a school of massage licensed by the State of Michigan or another state with equivalent standards, consisting of at least 500 classroom hours of instruction and practical training that

include 300 hours of theory and practice of massage therapy, 100 hours of anatomy and physiology, and 100 hours of elective subjects; or proof of completion of a comprehensive course of study in a massage training program at an American community college or university that requires at a minimum the training and curriculum above; and

[b] Proof of current professional membership in the American Massage Therapy Association, International Myomassethics Federation, Associated Bodywork and Massage Professionals, or other national massage therapy organization with comparable prerequisites for certification, including liability insurance and testing.

[5] Nonprofit organizations operating a community center, swimming pool, tennis court, or other educational, cultural, recreational, or athletic facilities that are used primarily for the welfare of the residents of the area.

[6] Unlawful Activities. Nothing contained in this chapter is intended, or shall be construed, to permit or authorize activities that are unlawful under state law or City ordinance.

(2) Agriculture. Growing of food crops indoor or outdoors for personal use, donation, or sale (on or off site); this excludes the growth of marihuana plants for medicinal or recreational purposes. In the districts where Agriculture is Permitted with Development Standards ("PD"), the following standards apply.

(a) Size. Maximum lot size is 10,000 square feet.

(b) Lot Type. No Lot Type is required unless a hoop house, green house, or farm stand are constructed, then 5.6.G Outdoor Market Lot Type apply.

(c) Other Secondary Buildings. Sheds, garages, and other Secondary Buildings not noted in 50.4-4.C(1)(b) shall follow the standards for Accessory Structures, refer to 50-4.5.B

(d) Intensity. Use of outdoor farm machinery is not permitted.

(3) Day Care. A use providing care, protection, and supervision for children or adults on a regular basis away from their primary residence for periods of less than twenty-four (24) hours. In the districts where a day care is Permitted with Development Standards ("PD"), the following is required.

(a) Outdoor Play Area. At least one (1) outdoor play area will be provided as follows.

[1] Size. The size of this play area will be measured at a rate of 100 square feet for each child the facility is permitted to have at maximum attendance.

[2] Enclosure Requirement. The play area must be enclosed on all sides by building or fencing.

(b) In-Home Day Care Facilities. Day care facilities located in a residence, also referred to as a in-home day care facility, containing seven or more participants require a special use permit.

(4) Entertainment and Sports. An establishment that provides sports and recreation activities for participants. These may occur indoor, including such indoor facilities as bowling alleys, escape rooms, pool, billiards, arcade, and outdoors, such as mini golf, ropes courses, swimming pools, and driving ranges. In the districts where Entertainment and Sports is Permitted with a Special Use Permit ("S"), outdoor facilities using an Outdoor Market Lot Type require a special use permit.

(5) General Retail. A category of uses involving the sale of goods and merchandise. General Retail includes such uses as those listed in table 4.4-1.

(6) General Services. A category of uses that provides patrons services and often retail products related to those services. General Services includes such uses as those listed in table 4.4-1.

(7) Kennels. Care of domestic and small animals, such as dogs and cats, that can include day or overnight care. Kennels can be located inside a building or outside and may also provide grooming and training services. In the districts where a kennel is Permitted with Development Standards ("PD"), the following standards apply.

(a) Outdoor Facilities. Outdoor kennels are not permitted.

(b) Accessory Use. In Downtown 3 (D3), kennels are only permitted as an accessory use to a pet store, pet adoption center, veterinary service, or similar use.

(8) Office. A category of uses that involve the transactional affairs of a profession service, industry, or government. Patrons of these uses typically have set appointment or meeting times; these businesses do not typically rely on walk-in customers.

(9) Outdoor Sales and Storage. A use that involves the sale, rental, and minor repair of items where the majority of

General Retail Uses
Apparel & Accessories
Art, Craft, Hobby Store
Automotive Supply (no service)
Bakery
Bicycle, Scooter, Moped Sales
Book Magazine, Newspaper
Convenience Store
Drug Store/Pharmacy
Florist
Home Furnishing & Accessories
Grocery Store, Specialty Foods
Hardware Store
Office Supplies
Paper, Stationary Store
Pet & Pet Supply Shop
Sporting Goods Sales & Rental
Toy Shop
Video Games & Electronic Sales

General Service Uses
Animal Board, Day Care (no outdoor kennels)
Bank, Financial Services
Catering
Dance or Music Studio
Dry Cleaning, Laundry-mat
Eating & Drinking Establishment, Cafe, Coffee Shop, Brewpub, Tavern, Lounge
Fitness (ex: Gym, Yoga, Pilates, Dance Studio)
Framing
Funeral Home
Locksmith
Mail system, copying, printing
Medical Services, Optical, Urgent Care
Pet Grooming
Personal Services (salon, spa, barber shop)
Repair of Small Goods, household goods, electronics
Tailor & Seamstress
Tattoo, Piercing
Training Center
Travel Agency

Table 4.4-1. Examples of General Retail & Service Uses.

the goods are stored or displayed outdoors. This includes such uses as sale and rental of vehicles with less than 10,000 pounds gross cargo weight, motor homes, and boats and the sale of building or landscape materials such as plants, gravel, or rocks. In the districts where outdoor sales and storage is Permitted with Special Use Permit ("S"), the following standard applies.

(a) Screening. Storage of all outdoor items must be screened from view from side and rear property lines; storage of loose materials such as rock, gravel, or soil must be additionally screened from the front and corner side property lines.

(b) Structure. A building is required to house the office, sales management, on-site security, or other similar functions.

(c) Structure Location. When the Outdoor Market Lot Type is utilized, the front facade of the building shall be located within ten (10) feet of the front property line. Refer to 5.6.G Outdoor Market Lot Type.

(10) Packaged Liquor. A retail establishment licensed by the Michigan Liquor Control Commission selling packaged alcoholic liquors, including beer, wine, and spirituous liquors, for consumption off-site. This use does not include establishments meeting the definition of an eating and drinking establishment or grocery stores. In the districts where packaged liquor is Permitted with Development Standards ("PD"), the following is required.

(a) A minimum distance of 2,460 feet is required between locations of packaged liquor uses.

(b) A minimum distance of 500' is required from parcels containing a religious assembly and school use.

(c) Calculations to determine the required distance are made along the adjacent street center lines by measuring between two (2) fixed points located on the center line(s) that are determined by drawing perpendicular lines from the closest edge of the building containing the use in question to the center line of the adjacent street.

(11) Parking Lot (Stand Alone). A lot in which the primary use is parking of vehicles for public use or private use of adjacent businesses and residences. In the districts where parking lot is Permitted with Development Standards ("PD"), the following is required.

(a) Parking lots may not be used as towing service storage and storage for inoperable vehicles.

(b) Corner Lot. In Live Work 1 (LW1), Live Work 2 (LW2), Downtown 2 (D2), and Downtown 3 (D3), a parking lot is not permitted on a corner lot.

(c) Priority Streets. A parking lot is not permitted on a lot that fronts a Priority Street.

(d) Required Treatment When Fronting on a Street.

[1] Additional Approval. A parking lot is not permitted on a lot that fronts a Main or Connector street without a special use permit unless it is directly adjacent to the building that it serves.

[2] Fence. Fencing up to forty-two (42) inches in height is permitted in the landscape buffer along a street. Refer to Appendix A 6.3 Screens & Fencing for more information on fences.

(12) Vehicle Services. A category of uses that involve the servicing of vehicles and/or the sale of fuel. General retail is often associated with vehicle service uses. This category includes, vehicle service shops, car wash, and

gas stations. In the districts where Vehicle Service is Permitted with Development Standards ("PD"), the following standards apply.

(a) Use Limitations.

[1] Gas Stations.

[a] Gas stations require a special use permit.

[b] Sale of packaged liquor at gas stations is permitted but must adhere to the development standards required for the packaged liquor use. Refer to 50.4-4.C(10).

[c] Gas stations not permitted in Live Work 2.

[2] Car Wash. A car wash requires a special use permit.

[a] Outdoor vacuuming is not permitted on lots adjacent to an open space, park, or preserve. Outdoor vacuuming is not permitted on lots adjacent to a residential zoning district.

[b] Car washes are not permitted in Live Work 2.

(b) Vehicle Bays. Bays may not face a primary street.

(c) Outdoor Activities.

[1] Outdoor vacuuming areas are permitted in the side and rear yards.

[2] Washing areas are not permitted outside.

[3] Repair or service activities or equipment are not permitted outside.

[4] Outdoor storage of vehicles awaiting service is not permitted. Vehicles awaiting pick up are permitted on site for up to three (3) days and shall be located in the rear or side yard.

(d) Screening. Perimeter landscaping or fencing is required along side and rear yards.

(e) Over-sized Vehicles. Services for semi-trucks and other oversized vehicles is not permitted.

(f) Lot Types. Gas Stations shall follow the Outdoor Market Lot Type and have the front facade of the building located within the Build-to Zone. Refer to 5.6.G Outdoor Market Lot Type.

D. Industrial.

(1) Craftsman Industrial. A use involving small scale manufacturing, production, assembly, and/or repair that includes a showroom or retail space open to the public with no environmental or nuisance impact; may also be referred to as maker spaces. Refer to table 4.4-2 for examples of uses permitted in Craftsman Industrial. In the districts where Craftsman Industrial is Permitted with Development Standards ("PD"), the following standards apply.

(a) Retail Component.

[1] At least ten (10) percent of the floor area must be public showroom or retail space.

[2] Retail and/or showroom component shall be located along the front facade of the building and utilize a

storefront or stoop entrance treatment. Refer to 5.5 Street Facing Facades.

(b) Size Requirements. Maximum facility size of 10,000 square feet is permitted in Live-Work 1 (LW1), Node, Downtown 1 (D1), and Downtown 2 (D2) districts.

(c) Outdoor Storage. Outdoor storage of goods is permitted in Live-Work 2 and Community Commercial (CC) with Craftsman Industrial uses provided the area used for storage is less than or equal to five (5) percent of the site's lot area. Refer to 4.5.C(9) for additional requirements.

(2) Industrial. A category of uses that allow for the production, processing, assembling, and packaging of goods. This category of uses does not have environmental or nuisance conditions that are detectable at the property lines of the site. Associated with the category are uses such as offices, warehousing, and loading or service bays. In the districts where Industrial is Permitted with Development Standards ("PD"), the following standards apply.

(a) Entrance Bays. Entrance bays are not permitted on facades facing primary streets unless they are located more than fifty (50) feet beyond the building's front facade.

(b) Outdoor Activities.

[1] Fuel pumps are not permitted.

[2] Outdoor Storage is permitted. Refer to 4.5.C(7) for additional requirements..

(c) Size. Maximum size of manufacturing facility is 20,000 square feet, this calculated area excludes office, showroom, or retail space. Larger facilities require review through a special use permit.

Table 4.4-2. Examples of Craftsman Industrial

Craftsman Industrial
Apparel, Accessories, & Finished Fabrics
Art, Glass, Textiles, Ceramics, Pottery, Woodworking
Brewing, Distilling, & Roasting
Commercial Copying & Printing
Construction, Special Trades
Electronic Assembly
Food Preparation & Production- Bakery, Beverages, Desserts, Canning, Preserving, Pasta, Dairy, etc
Furniture & Fixtures, Household Textiles, Home Furnishing & Accessories
Metal Products - Engraving, welding
Music Instruments, Recording Studio
Small Good Manufacturing & Repair

(3) Warehouse and Distribution. An industrial use involving significant commercial vehicle access and large-scale storage, both indoors and outside. In the districts where Warehouse and Distribution is Permitted with Special Use Permit ("S"), the following standards apply.

(a) Size Requirements. Maximum facility size is 20,000 square feet.

(b) Outdoor Activity. Fuel pumps and outdoor storage are permitted as follows.

[1] Must be located in the rear yard.

[2] Must be screened from all adjacent uses according to 6.2 Landscaping and Open Spaces in Appendix A.

[3] Outdoor Storage shall follow the standards in 4.5.C(9).

(c) Vehicle Entrance Bays. Entrance bays are not permitted on facades facing primary streets.

E. Adult-Use Marihuana. A category of uses permitting adult use establishments licensed pursuant to the MRTMA and Chapter 20B of the City Ordinances.

(1) General Provisions. The following apply to all adult use marihuana establishments, unless otherwise noted.

(a) General Requirements.

[1] All location criteria and required separation distances apply to both new marihuana establishments and to any proposed change in the location of an existing marihuana establishment.

[2] All location criteria and required separation distances apply to both marihuana establishments and similar protected uses located in adjacent governmental jurisdictions.

[3] A marihuana establishment is prohibited from operating in any residential zoning district or in a residential unit.

[4] Drive throughs are not permitted with any establishment.

[5] Co-Location. Where permitted, marihuana establishments may operate from a location shared with an equivalent licensed marihuana establishment. The following are required for this co-location.

[a] Entrances to each establishment shall be physically separated.

[b] Each establishment must have distinct and identifiable areas designated within the structure.

[c] Each establishment suite or tenant space must have a separate address

[d] Each establishment must have separate inventory, record keeping, and point of sale operations.

[5] A licensee may not operate a marihuana establishment at any place in the City other than the address provided in the application on file with the City Clerk.

[6] A licensee must operate the licensed establishment in compliance with all applicable State and City regulations for that type of establishment.

(b) Location Criteria. All marihuana establishment types must meet the following location criteria, except Safety Compliance Operations:

[1] Required Distance.

[a] A marihuana establishment must not operate within one thousand (1,000) feet of a pre-existing private or public school, providing education in kindergarten or any grades 1 through 12.

[b] A marihuana establishment must not operate within five hundred (500) feet of a pre-existing State-licensed childcare center, public playground, public pool, or youth center.

[2] Measuring the Required Distance. The required distance is measured in a straight line from the nearest property line of a protected use to the nearest portion of the building or unit in which the marihuana establishment is located.

(c) Shared Location. Marihuana establishments may operate from a location shared with an equivalent licensed marihuana facility, except where a separation distance is required.

(2) Grower Establishments. Growers are licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments. The three (3) grower license types are Class A (authorized to grow up to 100 plants); Class B (authorized to grow up to 500 plants); and Class C authorized to grow up to 2000 plants). An Excess Grower holds five (5) Class C Adult Use Marihuana Grower & at least two (2) Class C Medical Marihuana Grower licenses. In the zoning districts where a Grower Establishment is Permitted with Development Standards, the following standards apply:

(a) Class A Grower Establishments are permitted as follows:

[1] In Zones Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).

[2] In Zone CC, all grow operations must be conducted within an enclosed building.

(b) Class B and Class C Grower Establishments are permitted in Zones Limited Manufacturing (M-1), and General Manufacturing (M-2).

(c) Excess Grower Establishments are permitted in Zone General Manufacturing (M2).

(d) Permitted Outdoor Activities. All Grower facilities and operations must be within an enclosed building, except cultivation may occur in an outdoor area under the following conditions.

[1] Area is contiguous with the facility building.

[2] Area is fully enclosed by fences or barriers that block outside visibility of the marihuana plants from public view.

[3] Marihuana plants cannot grow above the height of the fence or barrier.

[4] The fence is secured and only accessible to authorized persons and emergency personnel.

[5] Area is located at least five hundred (500) feet from a residential zone district.

(3) Processor Establishments. Processors are licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments. In the zoning districts where a Processor Establishment is Permitted with Development Standards, the following standards apply:

(a) Permitted in Limited Manufacturing (M1), and General Manufacturing (M2).

(b) All processing operations must be conducted within an enclosed building.

(4) Safety Compliance Operations Establishment. Safety Compliance Establishments are licensed to test marihuana, including certification for potency and the presence of contaminants. In the Districts where Safety Compliance Facility is Permitted with Development Standards, the following standards apply.

(a) Permitted in the following zones. Community Commercial (CC), Live Work 1 (LW1), Live Work 2 (LW2), Downtown 3 (D3), Business Technology, and Research (BTR), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) Street Type Limitations. In Downtown 2 (D2), a safety compliance facility cannot be located in the occupied

space along a Priority Street side of a building.

(5) Secure Transporter Establishment. Secure Transporter Establishments are licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments. In the zoning districts where Secure Transporter Establishment is Permitted with Development Standards, the following standards apply:

(a) Permitted in Zones Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) In Zone CC, warehousing activity is only permitted as an accessory use to the principal permitted Secure Transporter use.

(6) Retailer Establishment. Retailer Establishments are licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older. In the zoning districts where a Retailer Establishment is Permitted with Development Standards, the following standards apply:

(a) Permitted in the following Zones

[1] Live Work 1 (LW1) when located on a SubUrban, Connector, or Main Street street type.

[2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a Priority, SubUrban, Connector, or Main Street street type.

[3] Community Commercial (CC).

(b) Permitted in Zones Limited Manufacturing (M-1) and General Manufacturing (M-2) when operated as part of a single establishment engaged in Grower and Processor operations.

(c) All Retailer activities must be conducted within an enclosed building.

(d) A Retailer is not permitted on the same property or parcel or within the same building where any of the following are located:

[1] A package liquor store.

[2] A convenience store that sells alcoholic beverages.

[3] A fueling station that sells alcoholic beverages.

(e) A separation distance of 1,000 feet is required from any other provisioning center or retailer, except when the retailer is co-located with a provisioning center, as provided by state regulations and this ordinance, and except in the following situations.

[1] A separation distance of five hundred (500) feet is permitted when an applicant or a group of applicant-owners with 51% or more ownership in the Retailer Establishment is one of the following

[a] A City of Kalamazoo resident living within Census Tracts 1, 2.02, 3, 9, and 10 for the past three (3) years

[b] A City of Kalamazoo resident with a marihuana conviction that does not involve distribution of a controlled substance to a minor.

[2] A location shared with a licensed Provisioning Center

(f) A Retailer is not allowed within six hundred sixty (660) feet of the following intersections: E. Cork St. and S. Burdick St., the intersection of E. Cork St. and Portage St., and the intersection of W. Ransom St. and N. Westnedge Ave.

(g) The consumption of marijuana products is not permitted on the premises of at a retail establishment.

(7) Microbusiness Establishment. Microbusiness Establishments are licensed to cultivate not more than one hundred and fifty (150) marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance establishment, but not to other marihuana establishments. In the zoning districts where a Microbusiness Establishment is Permitted with Development Standards, the following standards apply:

(a) Permitted in Zones Community Commercial (CC), Live Work 2 (LW/2), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) In Zones CC and LW/2 the following requirements apply:

[1] All business activities must be conducted within an enclosed building.

[2] The use of any substances with a flashpoint below one hundred (100) degrees Fahrenheit for processing is prohibited.

(c) A separation distance of five hundred (500) feet is required from another Microbusiness Establishment with the following exceptions:

[1] A separation distance of two hundred and fifty (250) feet is permitted when an applicant or a group of applicant-owners with 51% or more ownership in the Microbusiness Establishment is one of the following.

[a] A City of Kalamazoo resident living within Census Tracts 1, 2.02, 3, 9, and 10 for the past three (3) years.

[b] A City of Kalamazoo resident with a marihuana conviction that does not involve distribution of a controlled substance to a minor.

[2] No separation distance is required within Zones Limited Manufacturing (M-1) or General Manufacturing (M-2).

(8) Designated Consumption Establishment. A designated Consumption Establishment is a commercial space that is licensed for the consumption of marihuana products by persons 21 and older. In the zoning districts where a Designated Consumption Establishment is Permitted with Development Standards, the following standards apply.

(a) Permitted in the following Zones

[1] Community Commercial (CC)

[2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a Priority, SubUrban, Connector, or Main Street type.

(b) Indoor Activities. Consumption of marihuana products must occur indoors.

(d) A Consumption Establishment is not permitted on the same property or parcel or within the same building where any of the following uses are located:

- [1] A package liquor store.
- [2] A convenience store that sells alcoholic beverages.
- [3] A fueling station that sells alcoholic beverages.

F. Medical Marihuana. A category of uses permitting medical marihuana facilities licensed to operate pursuant to the MMFLA and Chapter 20B of the City ordinances.

(1) General Provisions. The following apply to all medical marihuana facilities, unless otherwise noted.

(a) General Requirements.

- [1] All location criteria and required separation distances apply to both new medical marihuana facilities and to any proposed change in the location of an existing medical marihuana facility.
- [2] All location criteria and required separation distances apply to both medical marihuana facilities and similar protected uses located in adjacent governmental jurisdictions.
- [3] A medical marihuana facility must not operate in any residential zoning district or in a residential unit.

[4] Drive throughs are not permitted with any facility.

[5] Co-Location. Where permitted, marihuana facilities may operate from a location shared with an equivalent licensed marihuana facility. The following are required for this co-location.

[a] Entrances to each facility shall be physically separated.

[b] Each facility must have distinct and identifiable areas designated within the structure.

[c] Each facility suite or tenant space must have a separate address

[d] Each facility must have separate inventory, record keeping, and point of sale operations.

[6] A licensee may not operate a marihuana facility at any place in the City other than the address provided in the application on file with the City Clerk.

[7] A licensee must operate the licensed facility in compliance with all applicable state and City regulations for that type of facility.

(b) Location Criteria. All marihuana facility types must meet the following location criteria from protected uses, except Safety Compliance Facilities.

[1] Required Distance.

[a] A marihuana facility must not operate within 1,000 feet of a preexisting private or public school, providing education in kindergarten or any grades 1 through 12.

[b] A marihuana facility must not operate within 500 feet of a preexisting state-licensed childcare center, public playground, public pool, or youth center.

[2] Measuring the Required Distance. The required distance is measured in a straight line from the nearest property line of a protected use to the nearest portion of the building or unit in which the marihuana facility is located.

(c) **Shared Location.** Marihuana establishments may operate from a location shared with an equivalent licensed marihuana facility, except where a separation distance is required.

(2) Grower Facility. A licensee that is a commercial entity located in this state that cultivates, dries, trims or cures and packages marihuana for sale to a processor or provisioning center. The three (3) grower license types are Class A (authorized to grow up to 500 plants); Class B (authorized to grow up to 1,000 plants); and Class C authorized to grow up to 1,500 plants). In the Districts where Grower Facility is Permitted with Development Standards, the following standards apply:

(a) Grower Facilities are permitted in Limited Manufacturing (M1) and General Manufacturing (M2).

(b) Permitted Outdoor Activities. All Grower facilities and operations must be within an enclosed building, except cultivation may occur in an outdoor area under the following conditions.

[1] Area is contiguous with the facility building.

[2] Area is fully enclosed by fences or barriers that block outside visibility of the marihuana plants from public view.

[3] Marihuana plants cannot grow above the height of the fence or barrier.

[4] The fence is secured and only accessible to authorized persons and emergency personnel.

[5] Area is located at least five hundred (500) feet from a residential zone district.

(c) Multiple Facilities on a Lot. The following applies for multiple facilities on one lot.

[1] Except as permitted by State regulatory rules for Class C growers, only one (1) Medical Marihuana Grower facility license is allowed per parcel or lot.

[2] Licensees may occupy the same premises if holding separate Grower and Processor licenses for the premises.

(3) Processor Facility. A licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center. In the Districts where Processor Facility is Permitted with Development Standards, the following standards apply:

(a) Processor Facility is permitted in Limited Manufacturing (M1) and General Manufacturing (M2)

(b) Only one Medical Marihuana Processor facility license permitted per parcel or lot

(c) All Processing operations must be conducted within an enclosed building

(d) Licensees may occupy the same premises if holding a separate Grower and Processor licenses for the premises.

(4) Secure Transporter Facilities. A licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee. In the Districts where Secure Transporter Facility is Permitted with Development Standards, the following standards apply:

- (a) Secure Transporter Facility is permitted in Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).
- (b) In Zone CC, warehousing activity is only permitted as an accessory use to the principal permitted Secure Transporter use.

(5) Safety Compliance Facility. A licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility. In the Districts where Safety Compliance Facility is Permitted with Development Standards, the following standards apply:

- (a) Permitted in the following zones. Community Commercial (CC), Live Work 1 (LW1), Live Work 2 (LW2), Downtown 3 (D3), Business Technology, and Research (BTR), Limited Manufacturing (M1), and General Manufacturing (M2).
- (b) Street Type Limitations. In Downtown 2 (D2), a safety compliance facility cannot be located in a building's occupied space fronting a Priority Street.

(6) Provisioning center. A licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with the Michigan Medical Marihuana Act, MCL § 333.26421 et seq., is not a provisioning center for purposes of this article. In the districts where provisioning center facility is permitted with development standards, the following standards apply:

- (a) Permitted in the following zones:
 - [1] Community Commercial (CC).
 - [2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a priority, suburban, connector, or main street type.
- (b) Only one provisioning center license is permitted per parcel or lot.
- (c) All provision center activities must be conducted within an enclosed building.
- (d) A provisioning center is not allowed within 660 feet of the following intersections: East Cork Street and South Burdick Street, the intersection of East Cork Street and Portage Street, and the intersection of West Ransom Street and North Westnedge Avenue.

(e) A separation distance of 1,000 feet is required from any other provisioning center or retailer, except when the provisioning center is co-located with a retailer as provided by state regulations and this ordinance.

(f) A provisioning center is not permitted on the same property or parcel or within the same building where any of the following are located:

- [1] A package liquor store.
- [2] A convenience store that sells alcoholic beverages.
- [3] A fueling station that sells alcoholic beverages.

(g) The consumption of marijuana products is not permitted on the premises of retail facility.

50-4.5 Accessory Uses and Structures.

A. Table. Table 4.5-1 outlines the permitted accessory uses and structures by district. Accessory Uses and Structures are permitted in the following ways.

- (1) Permitted. Uses in the table noted with "P" are permitted by right in the zoning district(s) in which they are listed.
- (2) Permitted, Development Standards Required. Uses in the table noted with "PD" are permitted by right in the zoning district(s) in which they are listed provided they are developed with the listed development standards. The development standards listed for a use are intended to manage any potential impacts associated with it, making it appropriate in a location where it might otherwise have not been allowed.
- (3) Special Use. Uses in the table noted with "S" are permitted with the approval of a special use permit from the Planning Commission in the zoning district(s) in which they are listed.

Table 4.5-1 Accessory Uses & Structures

Uses & Structures	District							Key
	Node	LW1	LW2	D1	D2	D3	CC	
Accessory Dwelling Units (ADU)	PD	PD	PD		PD	PD	PD	P
Agriculture	PD	P	P	PD	PD	PD	PD	S
Drive Through	PD	PD	PD		PD	PD	PD	PD
Food Truck	PD	PD	PD		PD	PD	PD	
Home Occupation	PD	PD	PD	PD	PD	PD	PD	
Kiosk	PD	PD	PD		PD	PD	PD	
Outdoor Storage	PD	PD	PD				P	
Secondary Building	PD	PD	PD	PD	PD	PD	PD	
Sidewalk Café	PD	PD	PD	PD	PD	PD		

P Permitted
 S Special Use
 PD Permitted - Development Standards Required

B. Development Requirements. All accessory structures will meet the following standards, unless otherwise noted.

(1) Front Yard. Accessory structures are not permitted in the front yard unless otherwise noted.

(2) Corner Side Yard. Accessory structures cannot be located closer to the corner-side property line than a principal structure.

(3) Setback. Accessory structures shall be setback three (3) feet from side and rear property lines.

(4) Height. Accessory structures shall not exceed the height of the principal structure.

(5) Lot Coverage. Accessory structures count toward a lot's impervious coverage. Placement of an accessory structure cannot make a lot exceed its impervious coverage requirement.

C. Use Definition and Standards. The following details the accessory uses and structures listed in Table 4.5-1 and detail any development standards necessary.

(1) Accessory Dwelling Unit. Secondary dwelling unit(s) on a lot; may be located in a secondary building or interior to the principal building.

(a) Units in secondary buildings.

[1] Quantity. One (1) accessory dwelling unit in a secondary structure is permitted per lot.

[2] Maximum Unit Size. Maximum unit size is 950 square feet.

(b) Interior Units. An interior accessory dwelling unit is defined as one with a separate exterior entrance. When located interior to the principal structure the following are required.

[1] Quantity. One (1) accessory dwelling unit interior to a principal building is permitted.

[2] Maximum Unit Size. Maximum unit size is less than or equal to thirty (30) percent of the square footage of the primary residential unit or 600 square feet, whichever is larger.

(c) Parking. Space for 1 car per accessory dwelling unit is required. On-street parking, if available overnight, can meet this requirement if located within 660 feet.

(2) Agriculture. Growing of food crops indoor or outside for personal use, donation, or sale; this excludes the growth of marihuana plants for medicinal or recreational purposes as an accessory use on the lot. In the districts where agriculture is Permitted with Development Standards ("PD"), the following standards apply,

(a) Agriculture as an accessory use shall not prevent a lot from meeting its lot type or dimensional requirements, refer to Article 5 Zoning Standards.

(b) Agriculture as an accessory use is permitted in all yards.

(c) Agriculture as an accessory use is permitted within a building, provided that it is not in the occupied space of a building; it is permitted on a buildings roof.

(3) Drive Through. Drive throughs provide service to customers who remain in their vehicle and may be used in conjunction with variety of uses including financial institutions and restaurants. In the districts where a drive

through is Permitted with Development Standards ("PD"), the following standards apply. Refer to Figure 4.5-1 Drive Throughs.

(a) Permitted Locations. A drive through is permitted as follows.

[1] Nodes, Downtown 2, and Downtown 3. A drive through is permitted only in the rear yard, fully screened from property lines by structure or landscaping.

[2] Other Districts. A drive through is permitted in the rear yard. If the lot does not front a Priority or Main street, a drive through is also permitted in the side yard, and in Community Commercial (CC) it is also allowed in the corner yard.

(b) Landscape Screening. Adjacent to the drive through along the rear and/or side property lines shall be screened by a landscaping as defined by Appendix A 6.2 Landscaping and Open Spaces.

(c) Stacking Space. A minimum of three (3) stacking spaces are required, measured from the drive-through window or entrance into the stall or loading area.

(4) Food Truck. Vehicle or trailer used to prepare and/or serve food. In the districts where a food truck is Permitted with Development Standards ("PD"), an approved Site Plan is required as follows.

(a) Single Food Truck. Site Plan approval is required when one (1) food truck operates on a lot three (3) or more days a week and utilizes the lot's utilities, such as electrical or water services.

(b) Multiple Food Trucks. Site plan approval is required if multiple food trucks operate on a lot three (3) or more days a week.

(c) Permanent Food Truck Lot. The Outdoor Market Lot Type standards shall be followed. Refer to 5.6.G Outdoor Market Lot Type.

(5) Home Occupation. Types of work that can be conducted in a residence with little to no impact on the surrounding lots. Home occupations are secondary to the primary use of the lot, residential.

(a) Prohibited Uses. Prohibited uses include animal boarding, dispatch center, restaurants, sale or storage of firearms, outdoor storage, vehicle or large equipment storage and repair, and all uses listed under High Hazard Group H Uses in Building Code.

(b). Resident-Operator. The operator of the home occupation must be a full time resident of the lot in which the business is associated.

(c) Employees. A maximum of two (2) nonresident employees are permitted on premises at one time.

(d) Signs. No more than one nameplate sign permitted with a maximum size of one (1) square foot. It may not be internally illuminated.

(e) Secondary Building. Home occupation may be located in a secondary building.

(f) Exterior Building Appearance. No exterior building changes are permitted; there must be no visible evidence of the existence of a home occupation beyond the permitted signage, including outdoor storage of materials

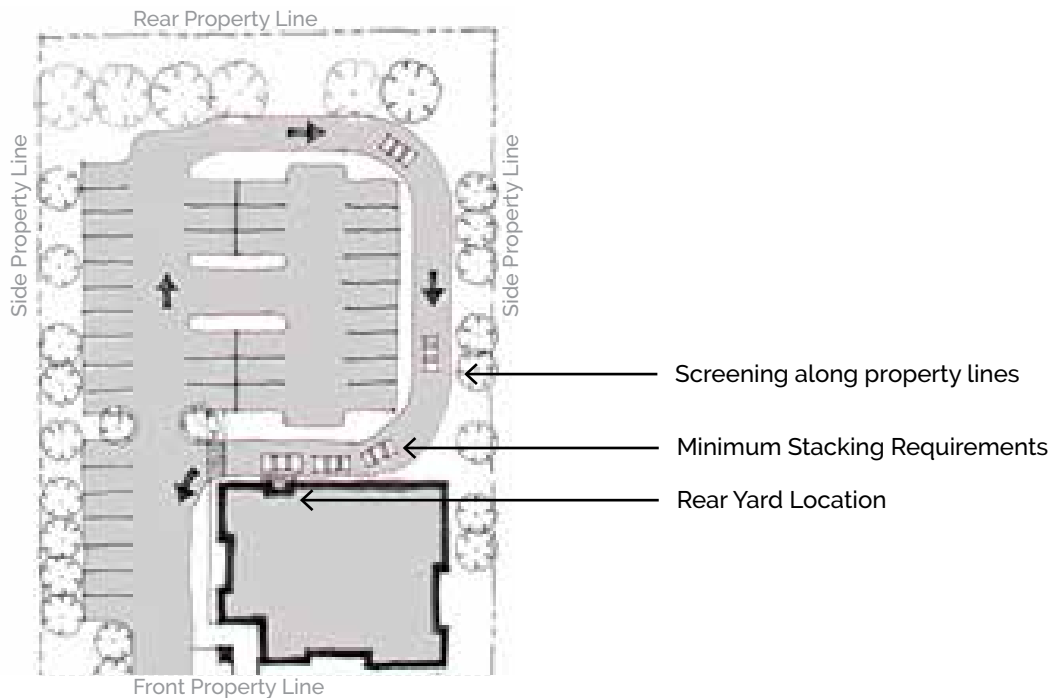


Figure 4.5-1. Drive Through Design

related to the use.

(g) Operational Impacts. No home occupation or equipment used with a home occupation may cause odor, vibration, noise, electrical interference or fluctuation in voltage measured at the lot line.

(h) Customers. Customers or clients are permitted at the home occupation during the hours of 8:00 AM to 8:00 PM.

[1] No more than two (2) customers or clients are permitted at a given time, except in the case of a classes, such as art, music, cooking, or fitness classes, where up to four (4) clients are permitted at one time.

[2] A Special Use Permit is required for a home occupation providing classes with five (5) or more clients at a time.

(i). Customer Parking. Customer parking may occur off-street or on-street, where permitted.

(j) Deliveries. Deliveries are permitted during the hours of 8:00 AM to 8:00 PM and are permitted through the common residential delivery services.

(k) Medical Marihuana. Medical Marihuana is a permitted home occupation when a primary caregiver who has agreed and is registered with the State of Michigan to assist with a qualifying patient's use of medical marihuana. In the districts where medical marihuana is permitted is Permitted with Development Standards, the following standards apply:

[1] Michigan Medical Marihuana Act Compliance. The medical use of marihuana and marihuana-infused products shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, 2008

Initiated Law #1, MCL 333.26421 et seq. ("Act") and the Administrative Rules promulgated by the State of Michigan ("Administrative Rules") pursuant to the Act, as they may be amended from time to time.

[2] Location Criteria. Medical Marihuana as a home occupation must comply with the following location criteria.

[a] A primary caregiver must be located 1000' from an existing public or private elementary, vocational, or secondary school; public or private college, junior college, or university; playground; housing facility owned by a public housing authority; or public library or private library open to the public.

[b] A primary caregiver must be 100' from an existing public or private youth center, public swimming pool, or video arcade facility to ensure community compliance with State and Federal "Drug-Free School Zone" requirements.

[3] Number of Caregivers. One primary caregiver is permitted within a dwelling unit to service qualifying patients, who do not reside with the primary caregiver.

[4] Number of Patients Permitted. A primary caregiver is permitted up to five qualifying patients.

[5] Consent of the Property Owner. If the primary caregiver is not the owner of the property in which they live and operate from, written consent must be obtained from the property owner to ensure the owner's knowledge of the use of the premises as permitted and the primary caregiver shall maintain written proof that the use of the property as a home occupation under this section is not prohibited by the property owner.

[6] Growing. All medical marihuana plants shall be secured in one of the following ways.

[a] Contained within a structure that is an enclosed, locked facility inaccessible on all sides and equipped with locks or other security devices that permit access only by the primary caregiver or qualifying patient.

[b] Plants cultivated outdoors must be fully enclosed by fences or barriers that blocks the plants from public view, with no plants visibly growing above the fence or barrier, and the fence or barrier is locked or otherwise secured to limit access only to the primary caregiver or qualifying patient engaged in cultivating the plants.

[7] Processing. The separation of plant resin from a marihuana plant using any substances with a flashpoint below one hundred (100) degrees Fahrenheit for processing is prohibited.

[8] Lighting. If a room with windows is utilized as a marihuana-growing location, any lighting methods that exceed usual residential use between the hours of 11:00 p.m. and 6:00 a.m. shall employ shielding methods, without alteration to the exterior of the residence, to prevent ambient light spillage that causes or creates a distraction or nuisance to adjacent residential properties

[9] Required Permits. All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of the residential structure in which electrical wiring lighting, and/or watering devices are located, installed or modified that support the cultivation, growing or harvesting of marihuana.

[10] Nothing in this subsection, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marihuana not in strict compliance with that

Act and the Administrative Rules and this subsection. Also, since federal law is not affected by that Act or the Administrative Rules, nothing in this chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under federal law. Neither this ordinance nor the Michigan Medical Marihuana Act protects users, caregivers or the owners of properties on which the medical use of marihuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Controlled Substances Act.

(6) Kiosk. Non-permanent structure that permits a variety of general retail and service uses, may be associated with the use of shipping containers or pop up shops and sheds. In the districts where a kiosk is Permitted with Development Standards ("PD"), the following is required.

(a) Site Plan. An approved Site Plan is required when two (2) or more kiosks are being located on a lot for a period of more than two (2) weeks or when a kiosk is used with the Outdoor Market Lot Type, refer to 5.6.G Outdoor Market Lot Type.

(7) Outdoor Storage. Storage of goods for sale or items related to the use(s) on the lot located outside of a structure. In the districts where a outdoor storage is Permitted with Development Standards ("PD"), the following is required.

(a) Site Plan. A site plan is required to review the size and placement on a lot.

(b) Maximum Size. Outdoor storage is permitted in an area no greater than ten (10) percent of the total lot area; in Live Work 1 (LW1) no greater than five (5) percent is permitted..

(c) Location. Storage is permitted in the rear yard or side yard.

(d) Screening. Storage must be screened from view from view from all property lines.

(8) Secondary Building. Secondary buildings include such structures as detached garages, sheds, accessory dwellings, green houses, and hoop houses. In the districts where secondary Buildings are Permitted with Development Standards ("PD"), the following standards apply.

(a) Height. Secondary buildings can be up to two (2) stories in height. Refer to 5.3-1 Measuring Height.

(b) Agricultural Uses. A secondary building associated with a principal agriculture use, such as a green house, hoop house, or shed, shall set back at least ten (10) feet from the Front and Corner Property Lines.

(g) Sidewalk Cafe. Outdoor eating areas permitted within the right-of-way and on the property in question. In the districts where a sidewalk cafe is Permitted with Development Standards ("PD"), the following standards apply,

(a) Clear Pedestrian Pathway. A minimum pedestrian pathway width of five (5) feet must be maintained free of all obstacles. This clear pedestrian pathway shall be located adjacent to the building facade unless otherwise approved through the City Planner.

(b) Permit. If located in the right-of-way, a Right-of-Way Permit is required from the City of Kalamazoo.

Article 5. Zoning Standards

50-5.1 General Requirements.

A. Applicability. The following shall apply to all new construction and renovation of existing structures in the Zoning District in alignment with the parameters in 50-1.4 Nonconformances.

B. General Standards. The following standards apply in all Zoning Districts.

- (1) Uses. Refer to Table 4.1-1 Use Table for permitted uses per district.
- (2) Right-of-way Improvements. Projects must follow the City' Street Design Manual when developing adjacent to a public street.
 - (a) Sidewalk. Installation of new sidewalk is required for all development and redevelopment projects. Repair of existing sidewalk to meet American Disability Association (ADA) City requirements is also required for all projects requiring Site Plan Review.

C. Development Standards. Development and redevelopment in zoning districts shall follow the standards in this section.

- (1) Standards Defined. The standards that regulate development are generally defined in sections 50-5.2-5, which include Building Siting, Height, Use, Street Facing Facades.
- (2) Districts with Lot Type Standards (refer to Table 5.1-1 Permitted Lot Type by District) follow the standards for the selected lot type, as outlined beginning with 50-5.6 Lot Type Standards.
- (3) Districts with Dimension Standards follow the standards listed in Table 5.1-2 Dimension Standards by District.

Table 5.1-1 Permitted Lot Types By District
(Refer to 50-5.6 Lot Type Standards for details)

Lot Type	Zoning District					
	Node	LW1	LW2	D1	D2	D3
Commerce	P			P	P	
Flex		P	P		P	P
Cottage Commercial	PD	P	P			P
Civic		P	P		P	P
Warehouse			P			
Yard-Attached		P	P			P
Yard-Detached		P	PD			PD
Outdoor Market		P	P			P

Key

- P Permitted
 S Special Use
 Permitted -
 PD Development
 Standards Required

Table 5.1-2 Dimension Standards by District

Dimension Standard	Zoning District			
	CC			
Lot Area				
Min. Lot Area for Rezoning	1 acre			
Max. Lot Area for Rezoning	-			
Min. Lot Area	-			
Setbacks				
Front	-			
Corner Side	-			
Side	0', 25' next to R District			
Rear	0', 25' next to R District			
Max. Lot Coverage	80%, 10% semi-pervious			
Multiple Principal Buildings Allowed	Yes			
Max. Height	6 stories			
Facade				
Vehicle Entrance Bays	-			
Entrance Type & Transparency	Storefront, Stoop, or Arcade on street facing facades within 25' of front & corner side property lines; Min. transparency per entrance type.			
Access				
Driveway Quantity	1/street frontage less than 100' in width; additional permitted for every 75' of frontage			
Driveway Location	Shared access across parcels & shared driveways are encouraged			

50-5.2 Building Siting.

A. Street Frontage. Refers to locating the building(s) on a lot. Refer to Figure 5.2-1 Building Siting.

- (1) Multiple Principal Buildings. The allowance for more than one (1) principal structure on a lot.
- (2) Front Lot Line Coverage. The minimum percentage of building façade required along the front property line.
 - (a) Measurement. The standard is calculated by taking the width of the principal structure, measured in the build-to zone, divided by the total width of the lot's build-to zone.
 - (b) Multiple Buildings. Multiple principal buildings can be located on the lot. The minimum front lot line coverage must be met.
- (3) Occupation of the Corner. Occupying the corner, the area where the front and corner build-to zones meet, with a principal structure/or building entrance.

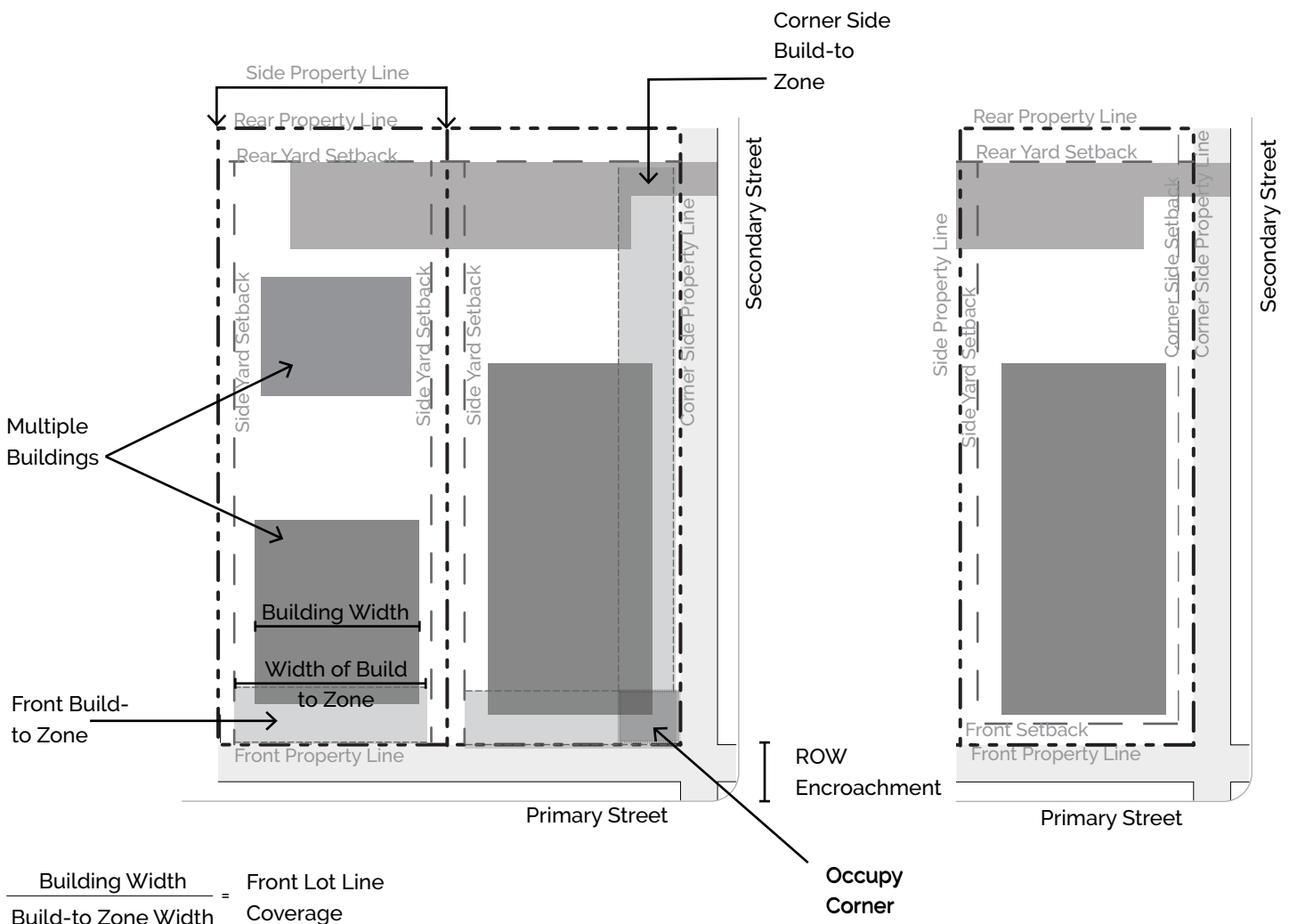


Figure 5.2-1. Building Siting: Street Frontage, Lot Area & Front Lot Line Coverage.

(4) Front Build-to Zone. The build-to zone located parallel to the front property line.

(a) If not occupied by a structure, this area will contain public or private outdoor space or public sidewalk.

(b) Vehicular parking is not permitted in the front build-to zone unless otherwise noted.

(5) Corner Build-to Zone. The build-to zone located parallel to the corner side property line.

(a) Building facades must be located in the Corner Build-to Zone for the first twenty (20) feet, measured from a lot's corner(s).

(b) If not occupied by a structure, this area will contain public or private outdoor space or public sidewalk.

(c) Vehicular parking is not permitted unless otherwise noted.

(6) Encroachment. Certain building elements, such as balconies, awnings, or signage may be permitted to encroach into the right-of-way.

(a) Where permitted, an encroachment agreement with the City is required.

(b) Encroachments shall not extend closer than two (2) feet from the back of the curb line.

(c) A minimum height clearance of eight (8) feet must be maintained.

B. Lot Area.

(1) Side Yard Setback. The minimum required setback along a side property line.

(a) Driveways are permitted in the side yard setback.

(2) Rear Yard Setback. The minimum required setback along a rear property line.

(a) Driveways are permitted in the rear yard setback.

(3) Minimum Lot Area for Rezoning. Measured in square feet, it is the minimum size a lot can be to be zoned this district.

(4) Maximum Lot Area for Rezoning. Measured in square feet, it is the maximum size a lot can be to be zoned this district.

(5) Minimum Lot Size. Measured in square feet, it is the smallest square footage allowed for the creation of a new lot in a zoning district.

C. Lot Coverage. The maximum percentage of a lot permitted to be covered with not pervious surfaces and the additional amount of semi-pervious surface permitted. Refer to Figure 5.2-2 Lot Coverage.

D. Parking, Loading, and Site Access. .

- (1) **Parking Location.** The yard in which a parking area and associated drive are permitted.
- (2) **Service and Loading Locations.** The façade on which access is permitted for servicing, loading, and unloading activities related to that building's use.
- (3) **Vehicle Entrance Bay.** The façade of the building on which an entrance bay to interior parking or other use is permitted.
- (4) **Driveway Location.** The permitted locations for vehicular access.
 - (a) If an alley is available, driveway access shall be located from the alley.
 - (b) If an alley is not available, driveway location is noted by Lot Type (refer to 5.6 Lot Types) or District (refer to Table 5.5-2 Dimension Standards).
 - (c) Driveways on corner lots must be at least twenty (20) feet from the crosswalk; if no crosswalk is present, the distance is measured from the stop bar..

50-5.3 Height.

A. Height. Building height is measured as follows. Refer to Figure 5.3-1 Measuring Height

- (1) **Minimum and Maximum Height.** The minimum and maximum overall height of a structure.
 - (a) **Measurement.** Building height is measured in stories.
 - [1] A minimum and/or maximum height may be given.
 - [2] This measurement does not include rooftop mechanicals.
 - [3] A ground floor with a floor-to-floor height of twenty (20) feet or more will be counted as two (2) stories for overall height of a structure.
 - (b) **Half stories.** Half stories can be found either completely within the roof structure with street-facing windows or in a visible basement exposed up to ½ story above grade.
- (2) **Floor Height.** Each Lot Type permits a range of height expressed in feet for each story.
 - (a) **Floor to Floor.** The height of a story is measured between floors; top of floor to top of floor.. If the building is one (1) story, use the floor of the story to the tallest point of the ceiling.
 - (b) **Application.** Floor height requirements apply only to principal buildings on street facing facades.

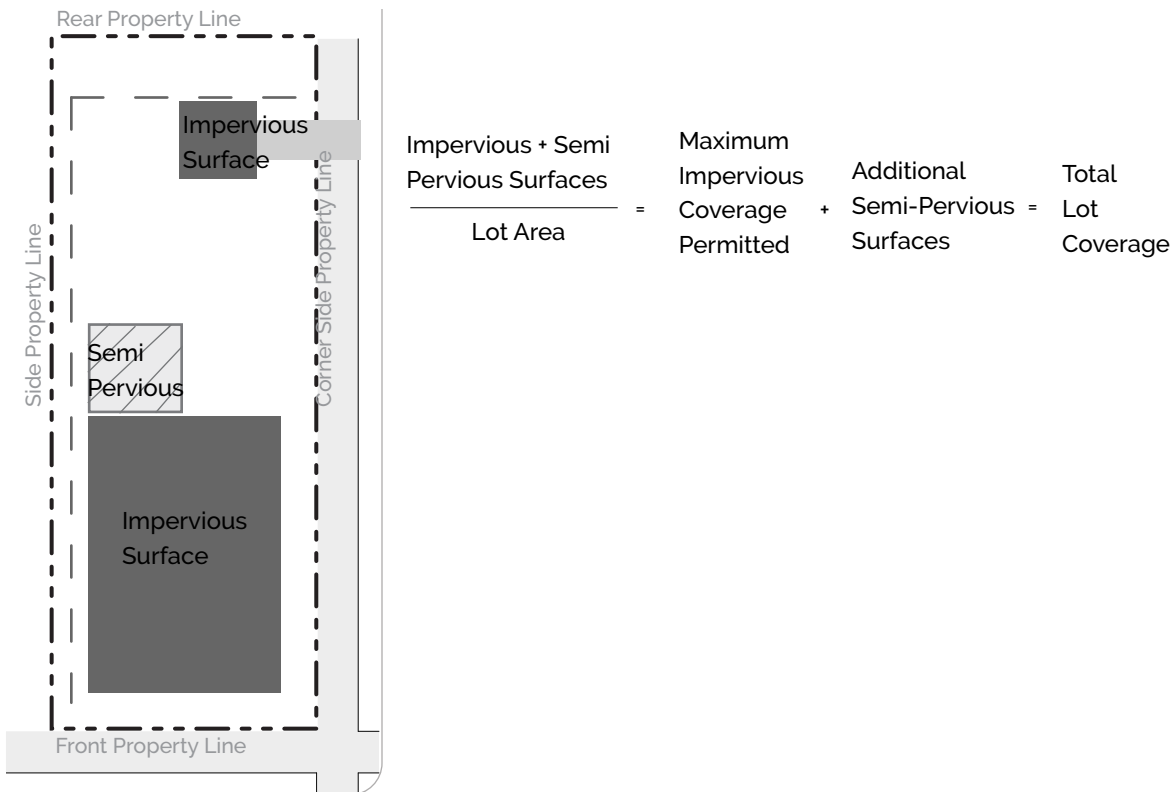


Figure 5.2-2 Lot Coverage

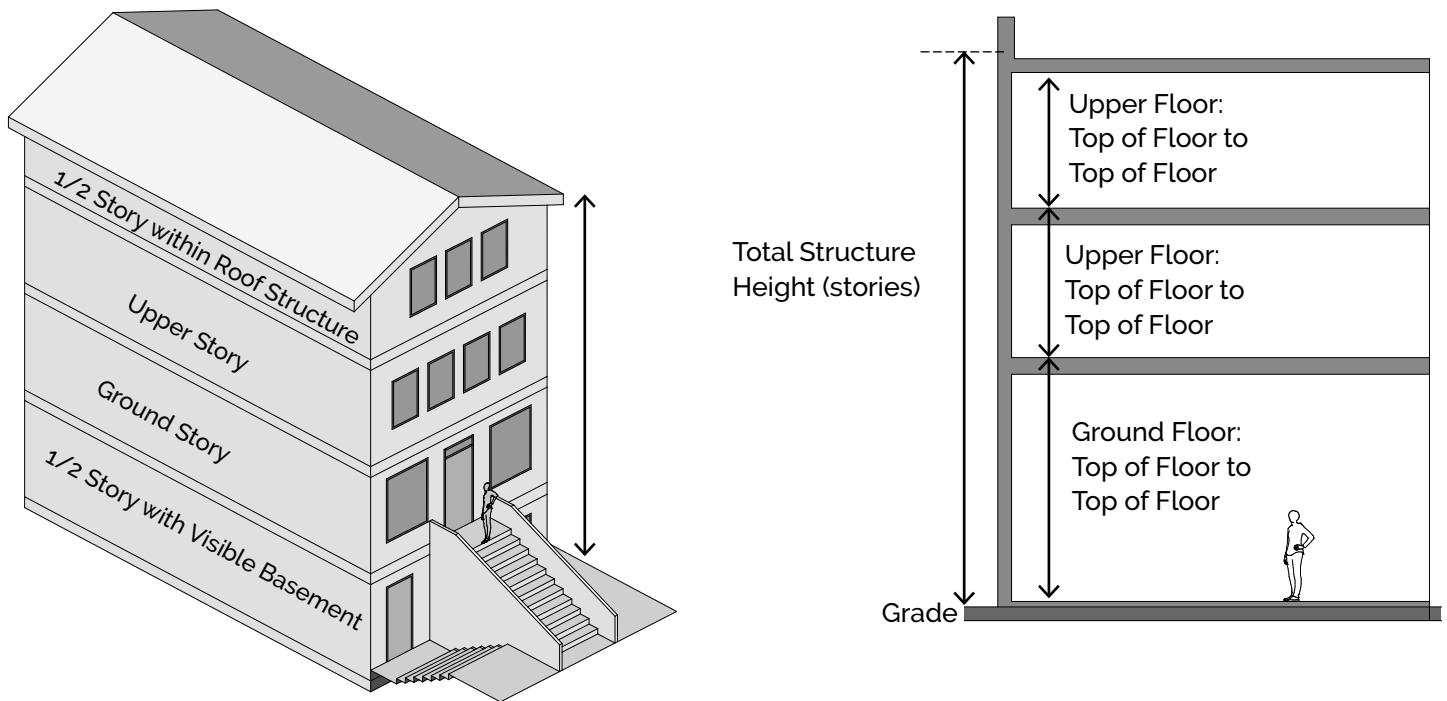


Figure 5.3-1. Measuring Height

50-5.4 Use.

A. Uses. Permitted uses are outline in Table 4.1-1 Use Table. Refer to the Lot Type Standards (50-5.6) for specific requirements by Lot Type. See Figure 5.4-1 Permitted Uses per Floor.

- (1) Ground and Upper Floor. The permitted uses may vary between ground and upper floors.
- (2) Occupied Space. The restriction of internal parking, residential units, storage areas, and utility areas in the occupied space of a building's ground and/or upper floors in the following locations unless otherwise stated in the Lot Types. Refer to 50.1-3.DD Occupied Space for additional information on occupied space.
 - (a) Front façades,
 - (b) Corner-side facades when fronting a Priority or Main Street.
 - (c) Corner-side facades on other street types for at least the minimum required building placement for the corner façade (refer to 50-5.2A(5)(a))

50-5.5 Street Facing Facades.

A. Street Facing Façade. The following are requirements on street facing building facades.

- (1) Transparency. The percentage of a façade that has clear, non-reflective windows that allow visibility into a building of at least four (4) feet. It is expressed as a percentage windows to total facade area. Refer to Figure 5.5-1 Measuring Transparency.
 - (a) Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted.
 - (b) Upper Floor. Transparency is noted by Lot Type.
 - (c) Full Façade. Transparency measured using the entire front façade rather than only one (1) story of the building.
- (2) Blank Wall Limitations. The maximum area on a façade permitted to be windowless.

B. Entrance. Required entrance locations and treatments.

- (1) Location. Location of the primary, functioning, public entrance of the principal building, noted by façade.
- (2) Entrance Treatment. The entrance treatments required on street facing facades. Entrance treatment standards apply to the entire ground story of all front facades, and corner side facades.
 - (a) Storefront. Storefronts are a highly transparent ground story treatments typically used as display areas for retail and other commercial uses. Refer to Figure 5.5-2 Storefront Entrance Type.
 - [1] Transparency. Minimum transparency is seventy (70) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.
 - [2] Elevation. Storefronts shall be located no more than one (1) foot above the sidewalk.
 - [3] Recess. Entrances may be recessed up to eight (8) feet.

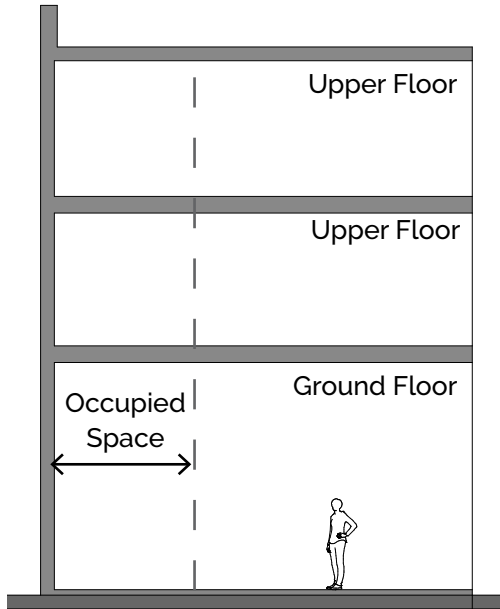


Figure 5.4-1 Permitted Uses Per Floor

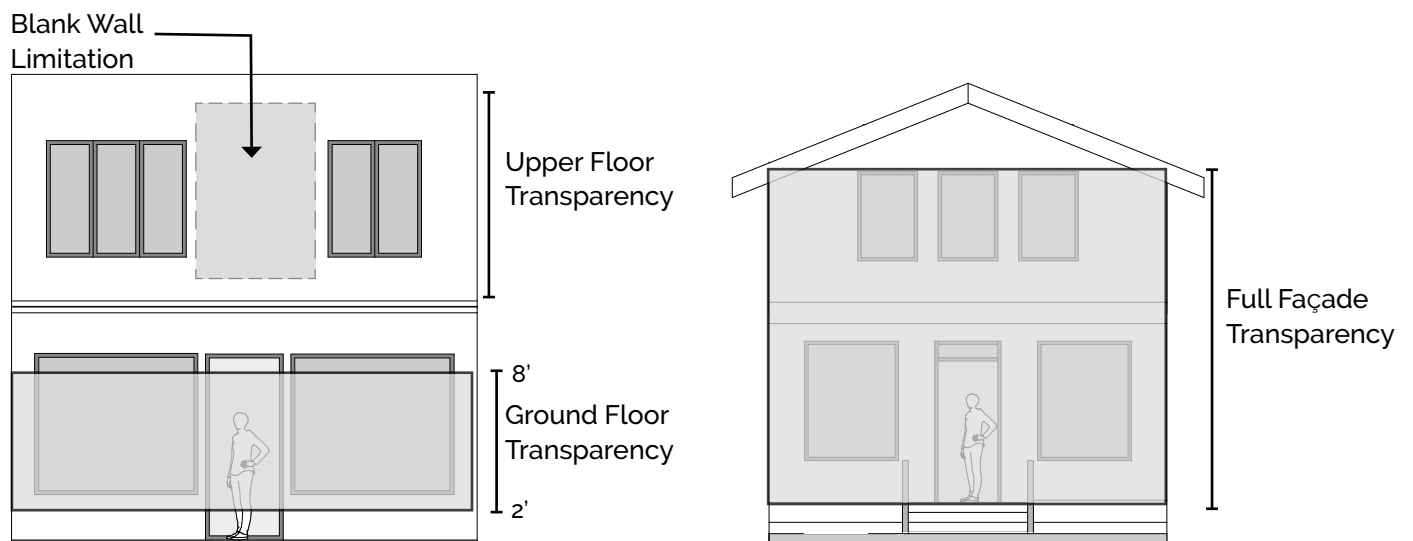


Figure 5.5-1. Measuring Transparency: Ground Floor, Upper Floor, & Full Façade

[4] Building Entrance. Primary building entrance shall be located off the storefront.

[5] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

(b) Stoop. Refer to Figure 5.5-3 Stoop.

[1] Transparency. Minimum transparency is fifty (50) percent, measured between two (2) and eight (8) feet above the grade of the sidewalk. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Stoops shall be not be elevated more than 3' 6" above the sidewalk, except with a visible basement.

[3] Stoop Size. Stoops shall be a minimum of three (3) feet deep and six (6) feet wide.

[4] Recess. Entrances may be recessed up to five (5) feet

[5] Building Entrance. Entrances shall be located off the stoop.

[6] Interior Access. Additional entrances to access uses in the upper stories or rear of the ground floor are permitted without having to adhere to the above requirements.

(c) Arcade. An arcade is a covered pedestrian walkway within the recess of a ground story. Refer to Figure 5.5-4 Arcade.

[1] Interior Treatment. Arcades must be used in conjunction with storefront or stoop treatment.

[2] Arcade Width. Open air public walkway must be a minimum of six (6) feet.

[3] Columns Spacing. Columns shall be spaced between ten (10) and twelve (12) feet on center.

[4] Arcade Opening. Opening shall not be flush with interior arcade ceiling and may be arched or straight.

(d) Porch Entrance Type. A porch is a raised, roofed platform. Porches can be fully enclosed. Refer to Figure 5.5-5 Porch Entrance Type.

[1] Transparency. Per Lot Type or District; unless the porch is fully enclosed in which case a minimum of forty (40) percent is applied. Refer to Figure 5.5-1. Measuring Transparency.

[2] Elevation. Porches shall be located a maximum of 4'6" above the sidewalk or average grade measured at the front facade.

[3] Height. A porch may be up to two (2) stories in height to provide a balcony for the second story.

[4] Building Entrance. Primary building entrance shall be located off the porch.

(3) Entrances on Street Facing Facades. The maximum spacing between entrances on a street facing building façade.

(4) Entrances on Other Facades. An entrance is required on side and rear facades when fronting parking areas

C. Roof Type. All roof styles are permitted in the Lot Types, provided that a defined roof style is utilized; special roof



Figure 5.5-2. Storefront.

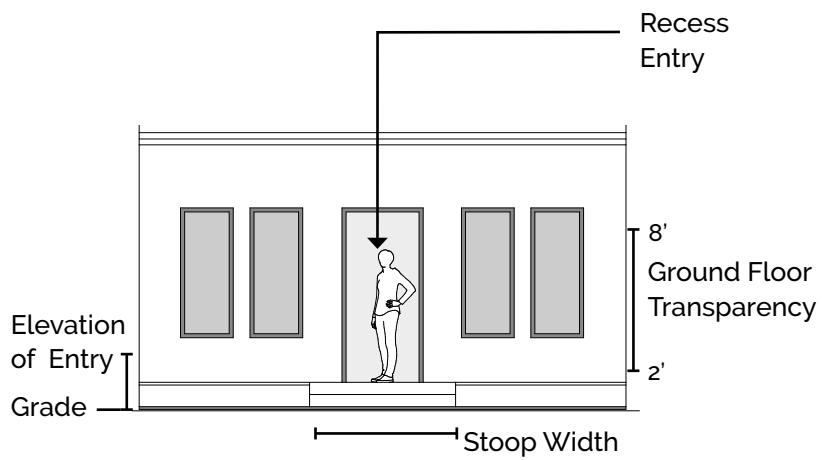


Figure 5.5-3. Stoop.

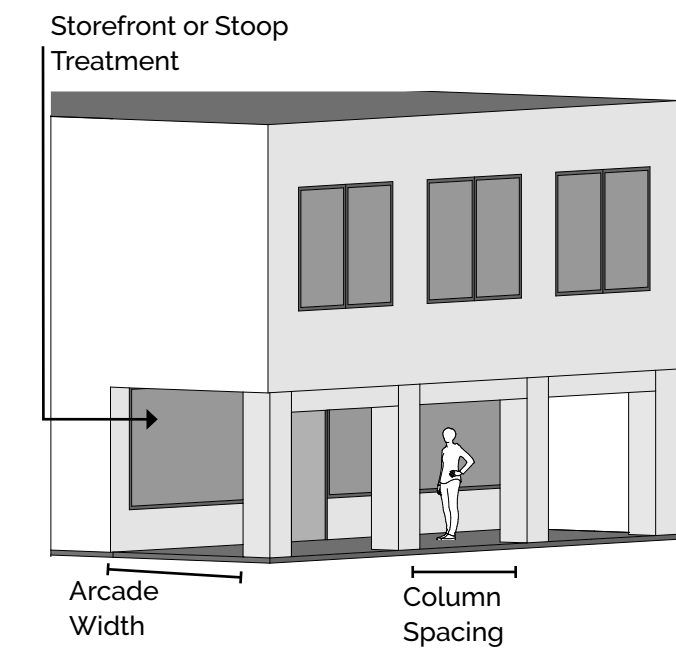


Figure 5.5-4. Arcade

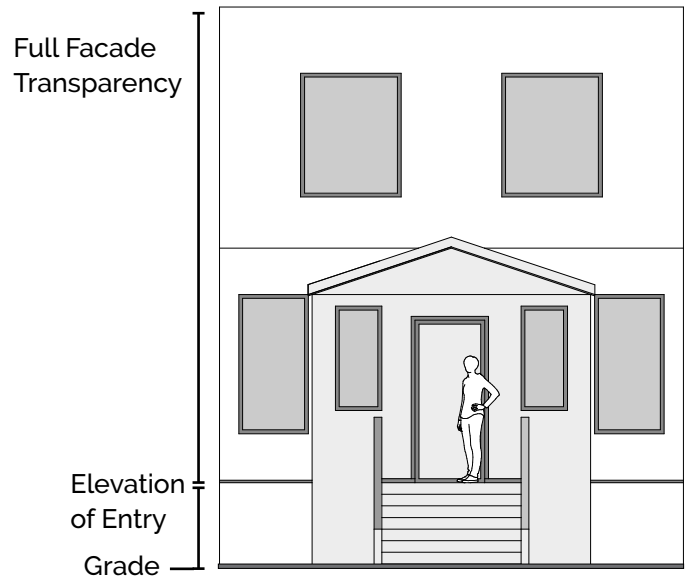


Figure 5.5-5. Porch.

types, tower and spire, are permitted per Lot Type.

(1) Tower. A tower is a rectilinear or cylindrical, vertical building element. Refer to Figure 5.5-6 Tower.

(a) Height. Maximum tower height is equal to the height of one (1) upper story floor of the building onto which the tower is applied.

(b) Width. Maximum tower width along all facades is one-third ($1/3$) the width of the building or thirty (30) feet, whichever is less.

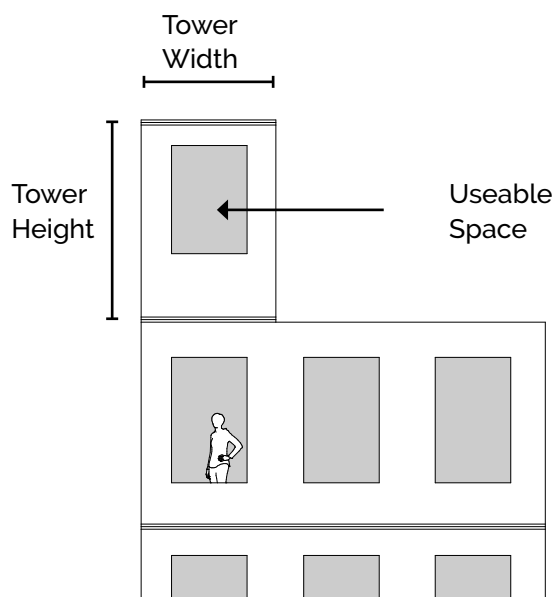


Figure 5.5-6. Tower.

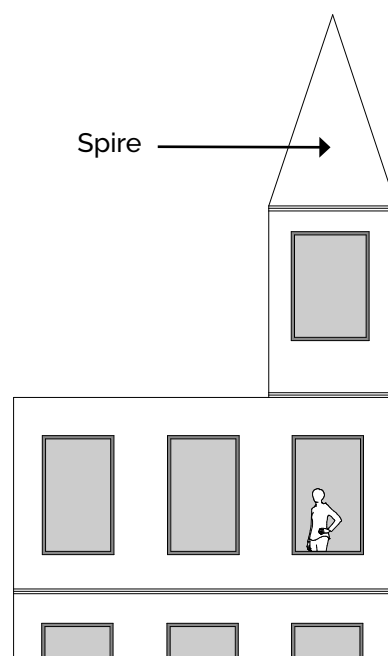


Figure 5.5-7. Spire

(c) Use. Towers may be utilized by the same uses allowed in the upper stories of the front type in which it is located.

(2) Spire. A spire is a long, tapering design element attached to a tower or the roof of a building. Refer to Figure 5.5-7 Spire.

(a) Use. Spire may not contain an occupied space.

50-5.6 Lot Type Standards.

A. Lot Type Descriptions. The following Lot Types are defined and detailed for use in development and redevelopment in the Node, Live-Work 1, and Live-Work 2 Districts. Refer to Table 5.5-1 Permitted Lot Types by Zoning District.

(1) Commercial Lot Type. A Lot Type with a high level of transparency on the ground floor that is located at or near the front property line of a lot. This type is ideal for active ground floor uses such as retail or a community center and a mix of uses including residential and commercial on upper stories.

(2) Flex Lot Type. A Lot Type that promotes buildings constructed in a narrow front build-to zone with a range of entrance treatments that can support a wide variety of uses including commercial, industrial, and residential.

(3) Cottage Commercial Lot Type. A Lot Type that recognizes that many structures residential in character can be used for commercial purposes, at least on the ground floor. These typically have a higher transparency and impervious coverage than the Yard - Detached Lot Type. In the Districts where the Cottage Commercial Building is Permitted with Development Standards ("PD"), the lot type is only permitted in Neighborhood Nodes, as designated in the 2025 Master Plan, Future Land Development Map

(4) Civic Lot Type. A Lot Type that allows for the development of unique buildings for civic and institutional uses through flexible building siting and facade treatment standards.

(5) Warehouse Lot Type. A Lot Type that maintains the urban character of an area while considering the needs of commercial and industrial uses.

(5) Yard - Attached Lot Type. A Lot Type that supports the development of buildings that are slightly set back from the front property line and typically contains residential uses. In the Districts where the Yard-Attached Lot Type is Permitted with Development Standards ("PD"), the lot type is only permitted when it contains two or more units. Refer to 50-4.4A(4).

(6) Yard - Detached Lot Type. A residential Lot Type that allows for detached buildings that are set back from the street. Typically it supports residential uses.

(7) Outdoor Market Type. A Lot Type that focuses on the use of outdoor spaces on a lot for such uses as gardening, seating, dining, gathering, and retail. May include limited indoor areas in non-permanent or open air structures, such as shipping containers, kiosks, or pergolas, for the sale of items or preparation of food items for sale, but with

B. Lot Type: Commerce

(1) Building Siting (Figure 5.6-1)

(a) Street Frontage		
Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	80% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-5'; 0-10' if for public space, such as wider sidewalks, on-street parking, or cafes ²	4
Corner Build-to Zone		
ROW Encroachment	Yes	5
(b) Lot Area		
Side Yard Setback	0'	6
Rear Yard Setback	0', 0' off alley 10' next to R district	7
(c) Lot Coverage		
Impervious Surface (max)	100%	8
Semi-Impervious Surface	n/a	9

(d) Parking, Loading, & Access

Parking Location	Rear Yard	10
Loading & Service Location	Rear, Side, Corner Side Facades ³	11
Vehicle Entrance Bay		
Driveway Location	Alley; 1 on Corner Side ^{3,4} , or 1 on Front if an interior lot not located in D1 ^{3,4}	12

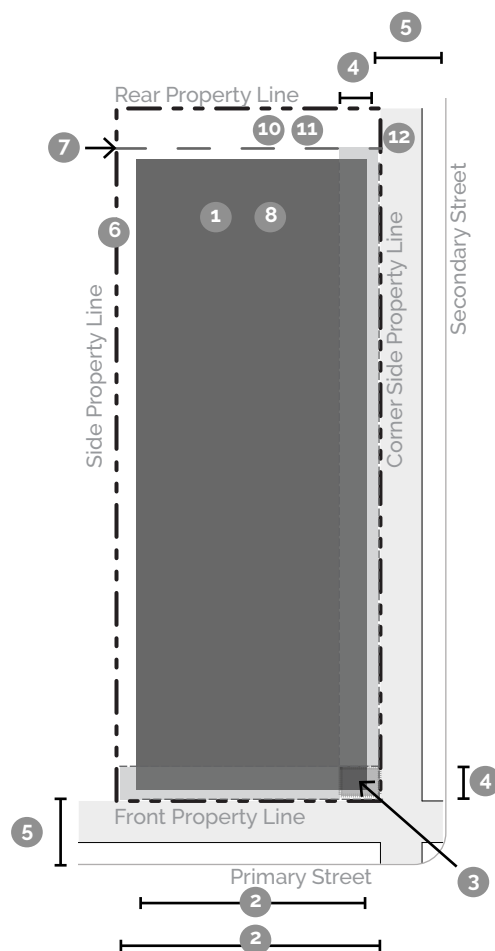


Figure 5.6-1 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%.

² Larger BTZ requires review and approval through the site plan review process. Larger BTZ is not permitted in D1.

³ Entrance bays for parking and loading not permitted on primary streets. Entrance bays and driveways are not permitted on a Priority Street.

⁴ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-2)

Minimum Height	2 stories	14
Maximum Height ⁵	Node: 3 stories or up to height of tallest building within 330' ⁶ ; D1 & D2: no max. height;	15
Ground Floor	14'-24'	16
Upper Floor(s)	9'-14'	17

(3) Uses (Table 4.1-1)

Ground Floor	All uses permitted per district	18
Upper Floor	All uses permitted per district	19
Occupied Space Restrictions	Yes, first two floors, except Residential/Lodging is permitted per Table 4.1-1	20
Accessory Uses & Structures	See Table 4.5-1	

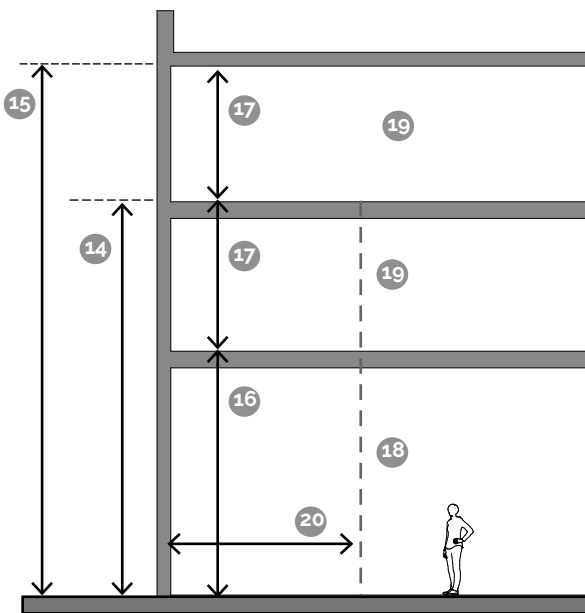


Figure 5.6-2 Height & Use

Notes:

⁵ Tower is allowed to be one (1) story taller than the overall building height.

⁶ 330' is measured from outer lot line of the Node District. The height increase is capped at no more than two (2) stories taller than the tallest building in the Node.

(4) Street Facing Facades (Figure 5.6-3)

(a) Transparency (minimum)

Ground Floor	Per entrance type, see 5.5.B	21
Upper Floor(s)	20% per floor	22
Blank Wall Limitations	Yes	23

(b) Entrance

Location	Front Facade, Building Corner	24
Entrance Treatment (see 5.5.B)	Storefront; Stoop permitted on corner or other facades	25
Entrances on Street Facing Facades	1 per 50' of building length	26
Entrances on Other Facades	Yes	

(c) Roof Type

Tower	Permitted	27
Spire	Not Permitted	

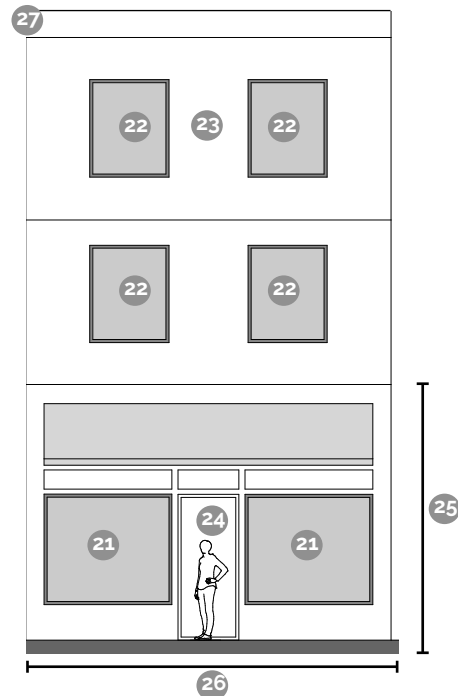


Figure 5.6-3 Street Facing Facades.

C. Lot Type: Flex

(1) Building Siting (Figure 5.6-4)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	70% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-10'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	0', 0' off alley 10' next to R district	8

(c) Lot Coverage

	75%; 85% in Live	
Impervious Surface (max)	Work 2; 100% in D2 & D3	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear Yard	11
Loading & Service Location	Rear, Side, Corner Side	12
Vehicle Entrance Bay	Facades ²	
Driveway Location	Alley; 1 on Corner Side ³ , or 1 on Front if an interior lot not located in D1 ²	13

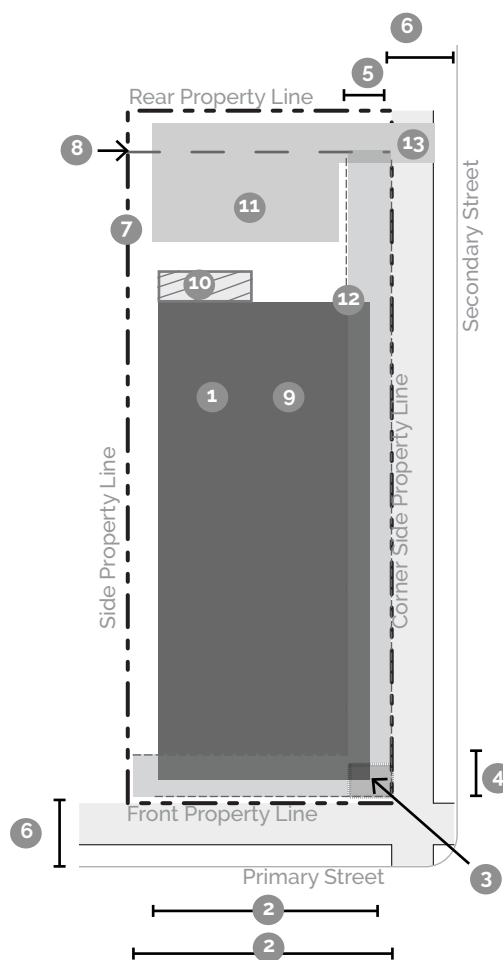


Figure 5.6-4 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage. Lots less than 60' in width, without alley access, and not on a corner have a minimum coverage requirement of 65%

² Entrance bays for parking and loading purposes not permitted on primary streets. Entrance bays and driveways are not permitted on a Priority Street.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-5)

Min. Height	1 story; 2 story min in D2 & D3	14
Max. Height ⁴	3 stories; LW-2 on a Connector & D3: up to 5 stories D1 & D2: no max. height	15
Ground Floor	12'-24'	16
Upper Floors	9'-14'	17
(3) Uses (Table 4.1-1)		
Ground Floor	All uses permitted per district	18
Upper Floor		
Occupied Space Restrictions	Yes; first two floors; except Residential/Lodging permitted per Table 4.1-1	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-6)**(a) Transparency (minimum)**

Ground Floor	Per entrance type, see 5.5.B	20
Upper Floor(s)	20% per floor	21
Blank Wall Limitations	Yes	22

(b) Entrance

Location	Front Facade, Building Corner	23
Entrance Treatment (see 5.5.B)	Storefront, Stoop	24
Entrances on Street Facing Facades	1 per 60' of building length	25
Other Facade Entrances	Yes	

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

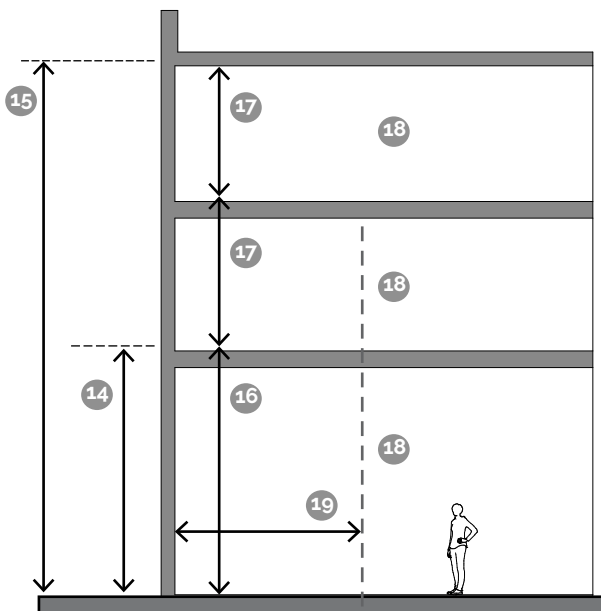


Figure 5.6-5 Height & Use

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

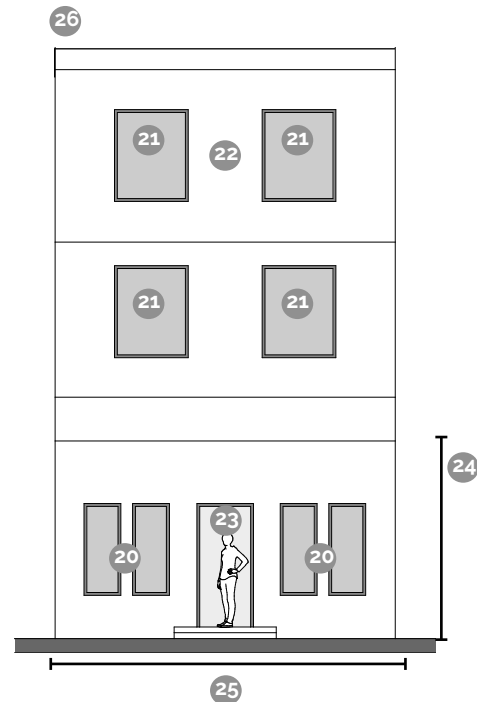


Figure 5.6-6 Street Facing Facades.

D. Lot Type: Cottage Commercial

(1) Building Siting (Figure 5.6-7)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	40%	
Occupation of Corner	Not required	2
Front Build-to Zone	5'-20'; 0-10' in Nodes ¹	3
Corner Build-to Zone	5'-20' 5-15' in Nodes ¹	4
ROW Encroachment	Yes	5
		6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	15'	8

(c) Lot Coverage

Impervious Surface (max)	65%	9
Semi-impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ²	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

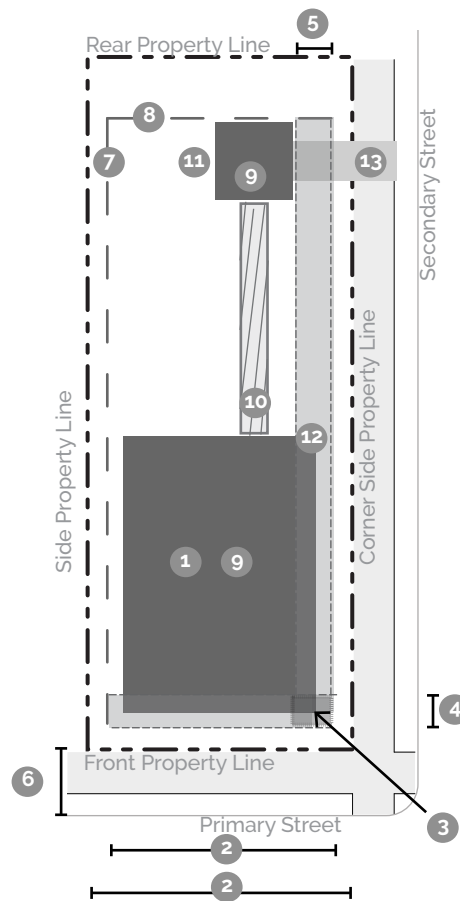


Figure 5.6-7 Building Siting Attached and Detached

Notes:

¹Stoops and porches may be located in the build-to zone.

²Parking entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-8)

Minimum Height	1 story; 2 story min in D3	14
Maximum Height	2.5 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging, Commercial, Craftsman	17
Occupied Space Restrictions	Yes	18
Accessory Uses & Structures	See Table 4.5-1	

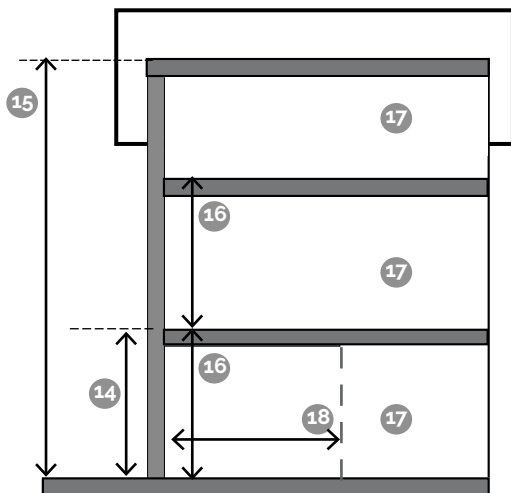


Figure 5.6-8 Height & Use

(4) Street Facing Facades (Figure 5.6-9)**(a) Transparency (minimum)**

Facade Transparency (min)	40% for Stoops and Porches; Storefronts per 5.5.B(2)(a)	19
Blank Wall Limitations	No	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch, Storefront	22
Entrances on Street Facing Facades	1 per building	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Permitted
Spire	Not Permitted

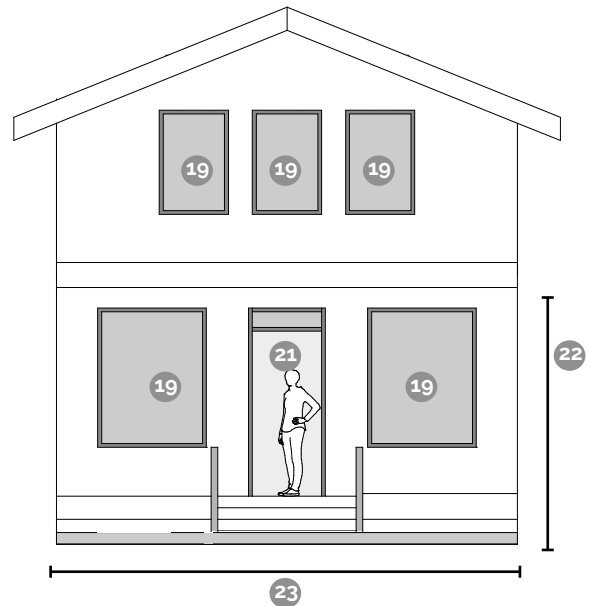


Figure 5.6-9 Street Facing Facades.

E. Lot Type: Civic

(1) Building Siting (Figure 5.6-10)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	Not Required	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-25'; 0-15' in D2	4
Corner Build-to Zone	0'-15'	5
ROW Encroachment	Yes	6

(b) Lot Area

Side Yard Setback	0'	7
Rear Yard Setback	5', 0' off alley, 10' next to R district	8

(c) Lot Coverage

Impervious Surface (max)	70%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side Corner Side Facades ¹	12
Vehicle Entrance Bay	Alley, 1 on Corner Side ² , 1 on Front if an interior lot except in D2 ¹	13
Driveway Location		

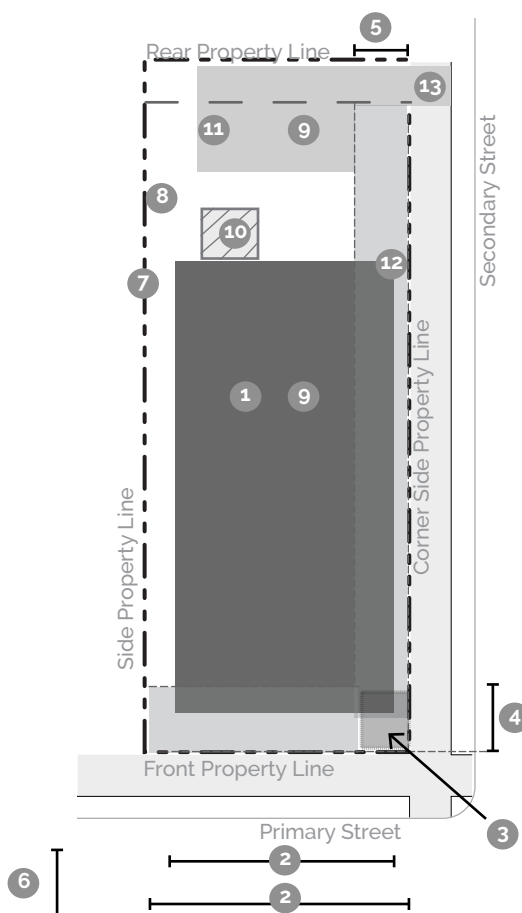


Figure 5.6-10 Building Siting.

Notes:

¹ Entrance bays for parking and loading are not permitted on primary streets. Entrance bays and driveways are not permitted on a Priority Street.

² A 2nd driveway is permitted on lots wider than 200'.

³ A Tower or a spire is allowed to be one (1) story taller than the overall building height; a tower and a spire can add an additional one and a half (1 1/2) stories to the overall permitted height.

(2) Height (Figure 5.6-11)

Minimum Height	1 stories; 2 story min in D2 & D3	14
Maximum Height	3 stories; D2: no max. height; D3: up to 6 stories	15
Ground Floor	15'-30'	16
Upper Floor	9'-14'	17

(3) Uses (Table 4.1-1)

All Floors	Civic/ Institutional ⁴	18
Occupied Space Restrictions	Yes ⁴	19
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-12)**(a) Transparency (minimum)**

Facade Transparency (min)	15% per street facing Facade	20
Blank Wall Limitations	No	21

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop	23
Entrances on Street Facing Facades	1 per 60' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Permitted	27

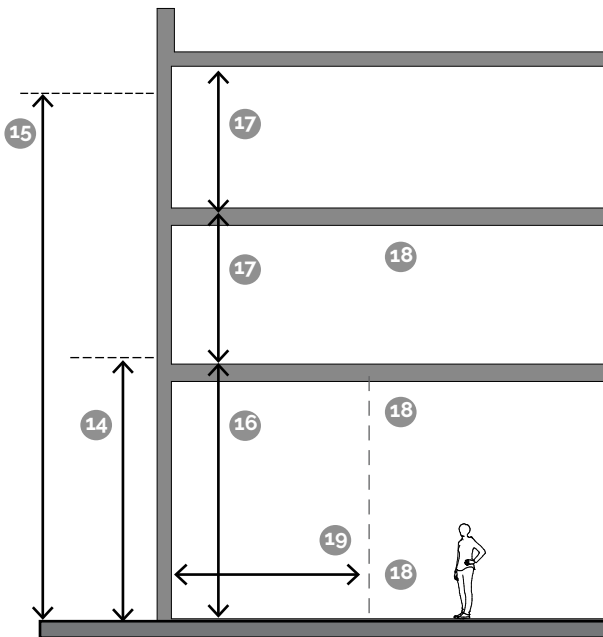


Figure 5.6-11 Height & Use

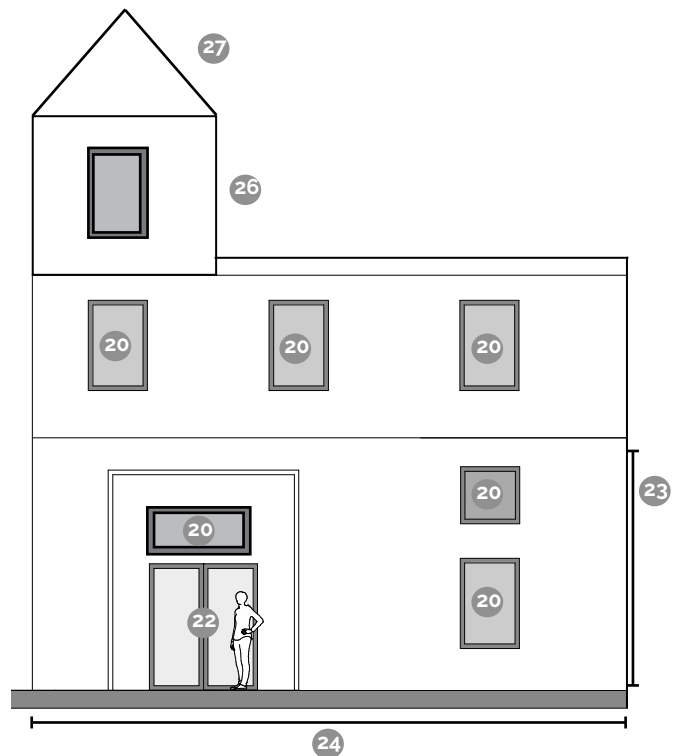


Figure 5.6-12 Street Facing Facades.

Notes:

4 Civic Lot Types existing at the time of this Ordinances' approval may contain any use permitted in the District in which it is located.

F. Lot Type: Warehouse

(1) Building Siting (Figure 5.6-13)

(a) Street Frontage		
Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	65% ¹	2
Occupation of Corner	Yes	3
Front Build-to Zone	0'-15'	4
Corner Build-to Zone	0'-10'	5
ROW Encroachment	Yes	6
(b) Lot Area		
Side Yard Setback	5'	7
Rear Yard Setback	15', 0' off alley,	8
(c) Lot Coverage		
Impervious Surface (max)	80%,	9
Semi-Impervious Surface	10%	10

(d) Parking, Loading, & Access		
Parking Location	Rear, Side Yards	11
Loading & Service Location	Rear, Side, Corner Side	12
Vehicle Entrance Bay	Facades ² , & 1 on Front Facade ²	
Driveway Location	Alley, 1 on Corner Side, 1 on Front if an interior lot ³	13

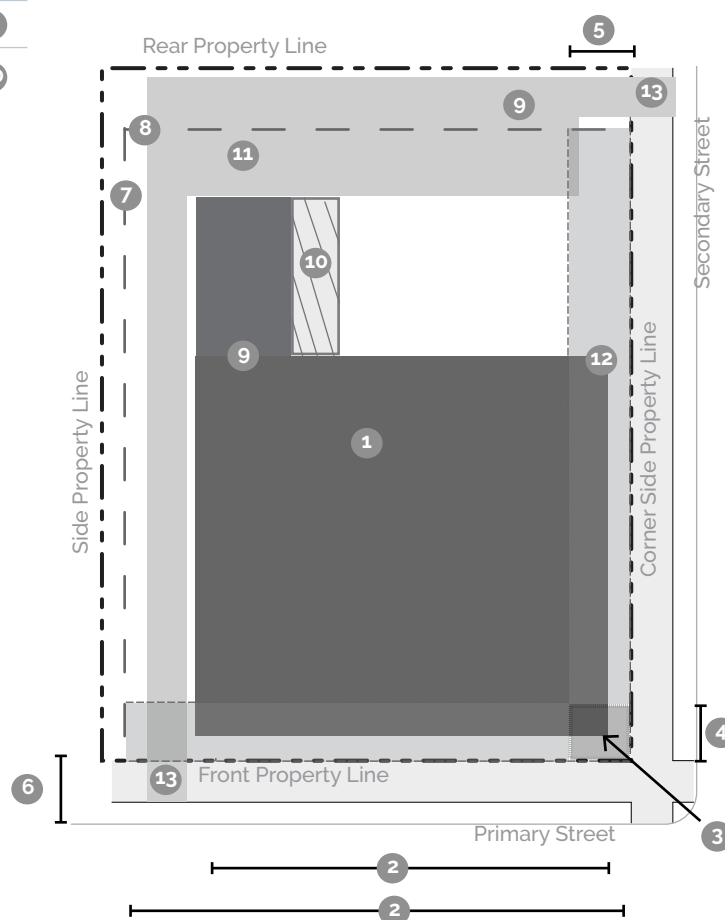


Figure 5.6-13 Building Siting.

Notes:

¹ A courtyard may count toward up to 35% of the minimum coverage.

² Entrance bays for parking and loading not permitted on primary streets unless located at least fifty (50) feet behind the front facade.

³ A 2nd driveway is permitted on lots wider than 200'.

(2) Height (Figure 5.6-14)

Minimum Height	1 stories	
Maximum Height ⁴	3 stories	15
Ground Floor	12'-30'	16
Upper Floor	9'-15'	17

(3) Uses (Table 4.1-1)

All Floors	Industrial	18
	Not Required,	
	except Craftsman	19
Occupied Space Restrictions	Industrial retail/ showroom uses	
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-15)**(a) Transparency (minimum)**

Ground Floor (min)	40% ⁵	19
Upper Floor(s)	10%	20
Blank Wall Limitations	No	21

(b) Entrance

Location	Front Facade, Building Corner	22
Entrance Treatment (see 5.5.B)	Stoop, Storefront	23
Entrances on Street Facing Facades	1 per 75' of building length	24
Other Facade Entrances	Yes	25

(c) Roof Type

Tower	Permitted	26
Spire	Not Permitted	

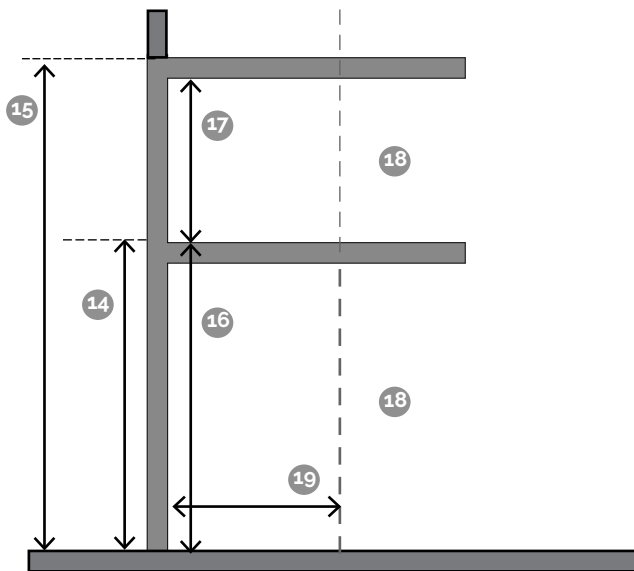


Figure 5.6-14 Height & Use

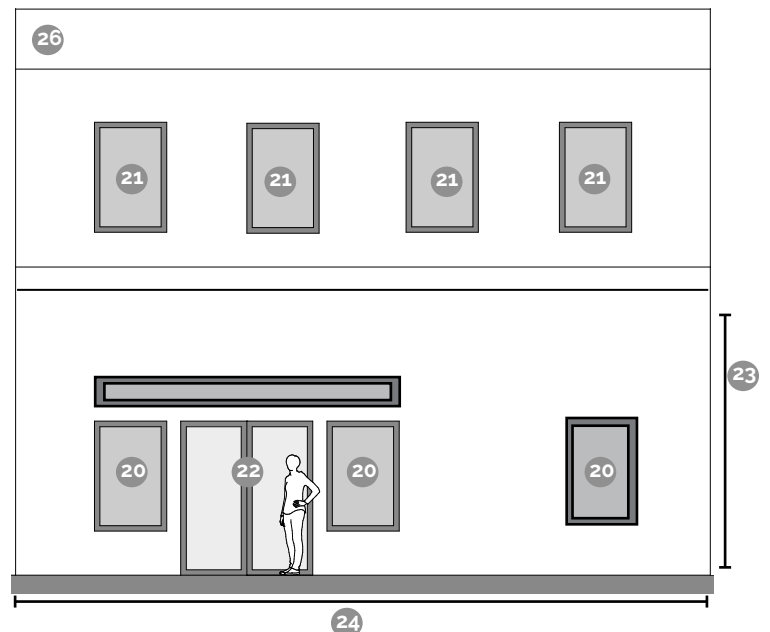


Figure 5.6-15 Street Facing Facades.

Notes:

⁴ Tower is allowed to be one (1) story taller than the overall building height.

⁵ Craftsman Industrial uses follow transparency for either the storefront or stoop entrance type. To determine transparency, the measurement can be taken in the location of the retail or showroom element and not along the entire ground floor facade.

G. Lot Type: Yard - Attached

(1) Building Siting (Figure 5.6-16)

(a) Street Frontage

Multiple Principal Buildings	Yes; Up to 5 units may be connected	1
Front Lot Line Coverage (min)	60%	2
Occupation of Corner	Not required	3
Front Build-to Zone	5'-15' ¹	4
Corner Build-to Zone	5'-15' ¹	5
ROW Encroachment	No	6

(b) Lot Area

Side Yard Setback	5' ²	7
Rear Yard Setback	15'	8

(c) Lot Coverage

Impervious Surface (max)	60%	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ³	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

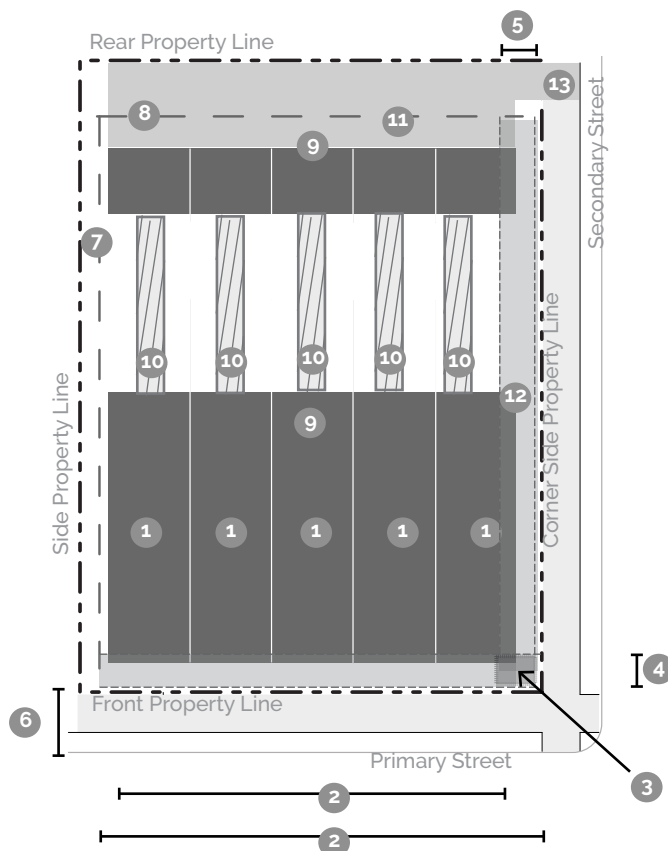


Figure 5.6-16 Building Siting

Notes:

¹Stoops and unenclosed porches may be located in the build-to zone.

² If buildings are attached, side yard setbacks apply to the set or row of buildings, not each individual building.

³ Vehicle entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-17)

Minimum Height	1 story; 2 story min in D3	14
Maximum Height	3 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging	17
Occupied Space Restrictions	Not Required, except for internal parking	18
Accessory Uses & Structures	See Table 4.5-1	

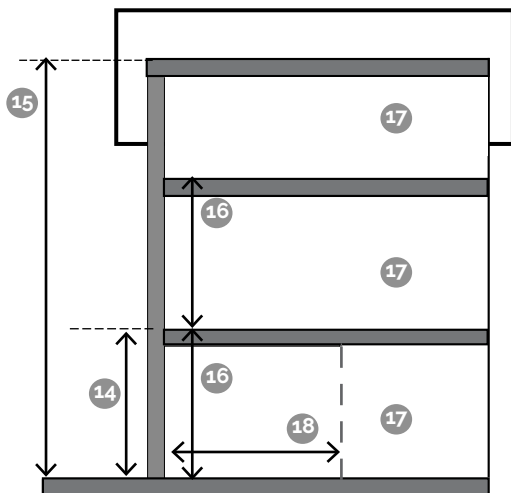


Figure 5.6-17 Height & Use

(4) Street Facing Facades (Figure 5.6-18)**(a) Transparency (minimum)**

Facade Transparency (min)	30%	19
Blank Wall Limitations	Yes	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch	22
Entrances on Street Facing Facades	1 per building ⁴	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Permitted
Spire	Not Permitted

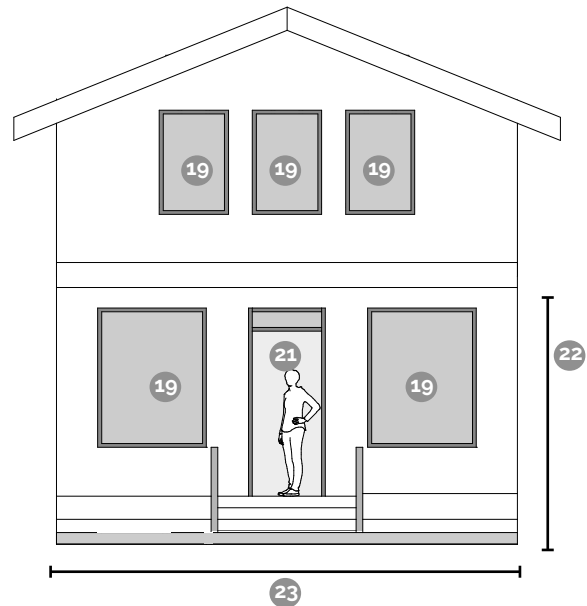


Figure 5.6-18 Street Facing Facades.

Notes:

⁴ When multiple detached or attached buildings exist on a lot, entrances on buildings behind the Front and Corner Side Facade shall be located off a shared open space or courtyard or pedestrian pathway.

H. Lot Type: Yard - Detached

(1) Building Siting (Figure 5.6-19)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage (min)	40%	2
Occupation of Corner	Not required	3
Front Build-to Zone	10'-25' ¹	4
Corner Build-to Zone	10'-20' ¹	5
ROW Encroachment	No	6

(b) Lot Area

Side Yard Setback	5'	7
Rear Yard Setback	10'	8

(c) Lot Coverage

Impervious Surface (max)	50% ²	9
Semi-Impervious Surface	15%	10

(d) Parking, Loading, & Access

Parking Location	Rear, Side Yards	11
Loading & Service Location	Not Permitted	
Vehicle Entrance Bay	Rear, Side, Corner Side Facades ³	12
Driveway Location	Alley; 1 on Corner Side or 1 on Front if an interior lot	13

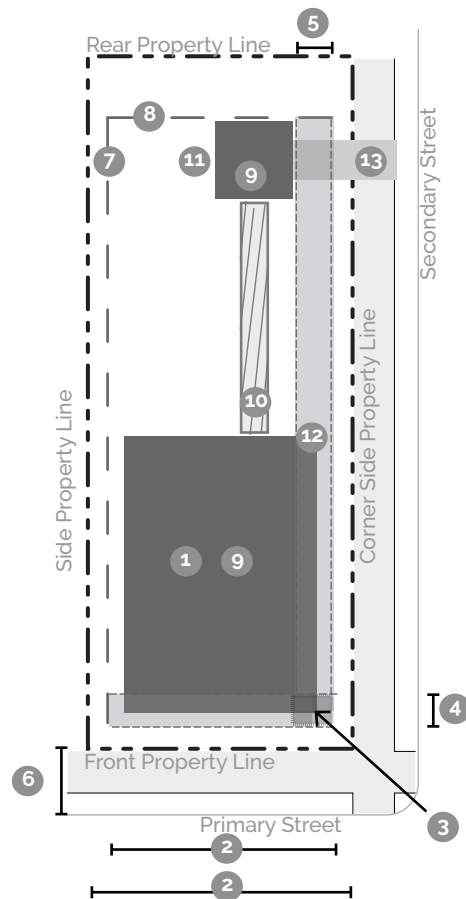


Figure 5.6-19 Building Siting Attached and Detached

Notes:

¹ Stoops and unenclosed porches may be located in the build-to zone.

² 60% impervious surface permitted when two or more principal buildings are on a lot.

³ Vehicle entrance bays are not permitted to front primary streets unless located outside of the build-to-zone.

(2) Height (Figure 5.6-20)

Minimum Height	1 story; 2 story min in D3	14
Maximum Height	3 stories	15
All Floors	9'-14'	16

(3) Uses (Table 4.1-1)

All Floors	Residential/ Lodging	17
Occupied Space Restrictions	Not Required, except for internal parking	18
Accessory Uses & Structures	See Table 4.5-1	

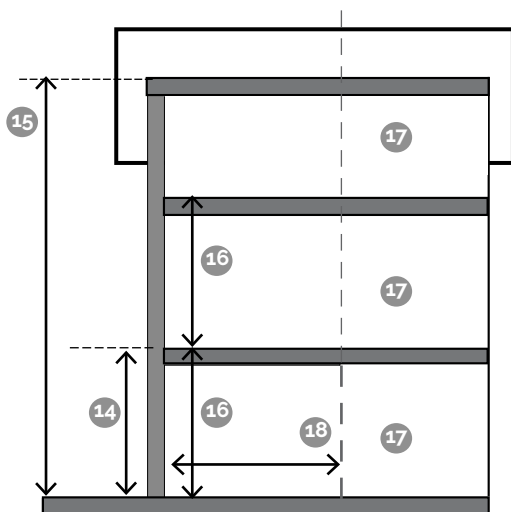


Figure 5.6-20 Height & Use

(4) Street Facing Facades (Figure 5.6-21)**(a) Transparency (minimum)**

Facade Transparency (min)	30%	19
Blank Wall Limitations	Yes	20

(b) Entrance

Location	Front Facade, Building Corner	21
Entrance Treatment (see 5.5.B)	Stoop, Porch	22
Entrances on Street Facing Facades	1 per building ⁴	23
Other Facade Entrances	Not Required	24

(c) Roof Type

Tower	Not Permitted
Spire	Not Permitted

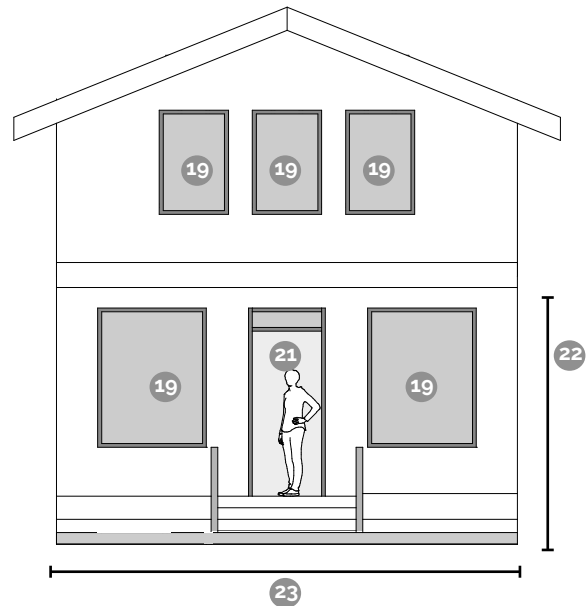


Figure 5.6-21 Street Facing Facades.

Notes:

⁴ When multiple detached or attached buildings exist on a lot, entrances on buildings behind the Front and Corner Side Facade shall be located off a shared open space or courtyard or pedestrian pathway.

I. Lot Type: Outdoor Market

(1) Building Siting (refer to Figure 5.6-22)

(a) Street Frontage

Multiple Principal Buildings	Yes	1
Front Lot Line Coverage	Not Required	
Occupation of Corner	Not Required	
Front Build-to Zone	Not Required ¹	
Corner Build-to Zone		2
ROW Encroachment	Yes	3

(b) Lot Area

Side Yard Setback	10'	4
Rear Yard Setback	15'	5

(c) Lot Coverage

Impervious Surface (max)	65% ²	6
Semi-Impervious Surface	15%	7

(d) Parking, Loading, & Access

Parking Location	Rear Yard	8
Loading & Service Location	Side or Rear Yard	9
Interior Parking Entrance Bay	Not Permitted	
Driveway Location	Alley; 1 on Corner Side; 1 on Front if an interior lot	10

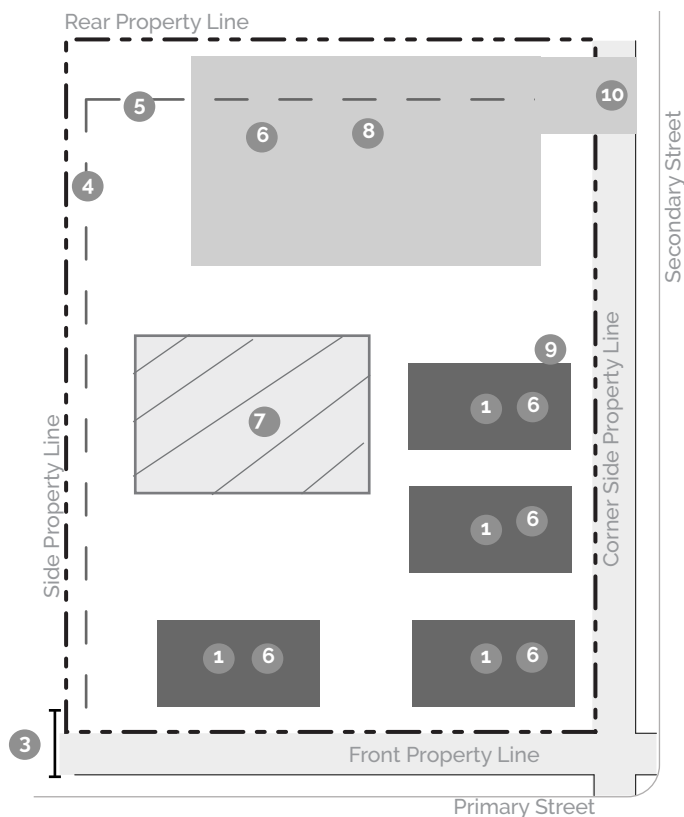
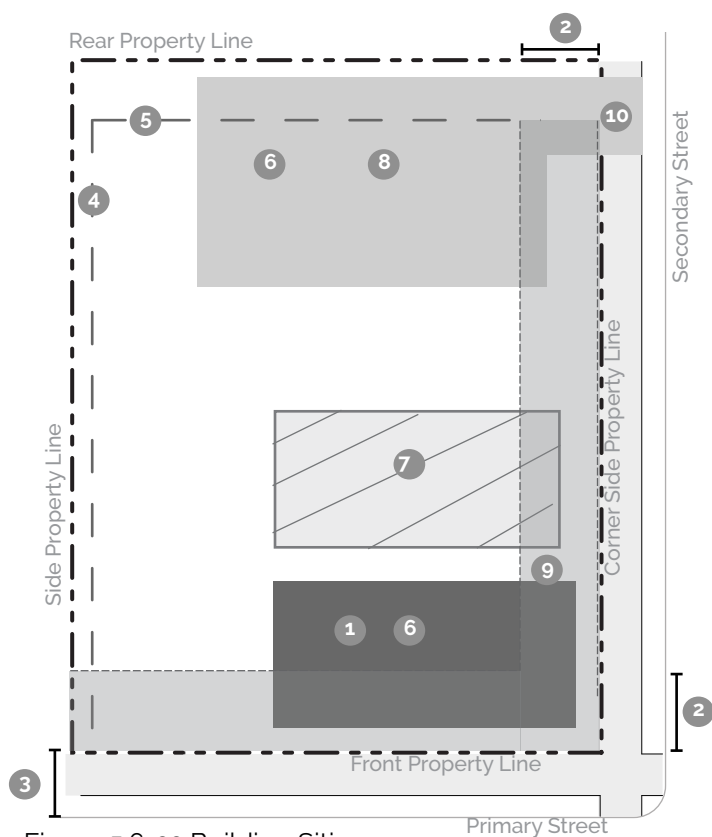


Figure 5.6-22 Building Siting.

(2) Height (Figure 5.6-23)

Minimum Height	1 Story	11
Maximum Height	1 Story	12
Ground Floor	Not Required	
Upper Floor(s)	Not Required	

(3) Uses (Table 4.1-1)

All Floors	Commercial, Park/Open Space	13
Occupied Space	Not Required	14
Accessory Uses & Structures	See Table 4.5-1	

(4) Street Facing Facades (Figure 5.6-23)**(a) Transparency (minimum)**

Ground Floor	Not Required ³	15
Upper Floor(s)	Not Required	
Blank Wall Limitations	Not Required	

(b) Entrance/Counter

Location	Not Required ³	16
Entrance Treatment (see 5.5.B)	Not Required ³	
Entrances on Street Facing Facades	Not Required ³	17
Other Facade Entrances	Not Required	

(c) Roof Type

Tower	Not Permitted	
Spire	Not Permitted	

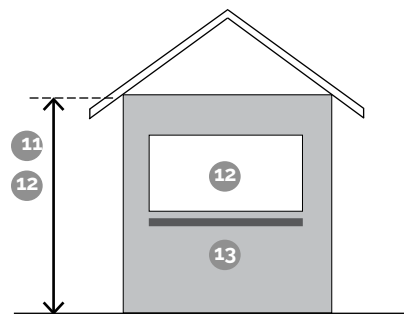


Figure 5.6-23 Street Facing Facades.

Notes:

¹ Except: 0-10' BTZ is required for Outdoor Sales & Storage and Vehicle Service.

² A permanent building shall account for no more than twenty-five (25) percent of the impervious coverage allowance. This does not apply to such structures as kiosk, shipping container, greenhouse, or hoop house, which are considered not permanent for the purposes of impervious coverage.

³ When a building is located in the 0-10' Front or Corner Side Build-to Zones, it must have an entrance, windows, or service window/counter on the facade facing the adjacent street. Outdoor Sales & Storage & Vehicle Service uses must be in buildings with a stoop or storefront entrance treatment.

Article 6. Zoning Standards: Overlay District Standards

50-6.1 Overlay District Requirements.

A. Applicability. Overlay Districts are applied to parcels in addition to the base or underlying Zoning District as mapped in the Zoning Map. Unless otherwise provided, an overlay zoning district shall include and be applicable to whole parcels and any parcels subsequently joined or combined with a parcel subject to any overlay zone regulations.

B. Intent. Overlay Districts provide an additional set of requirements for the development and use of parcels with the Overlay

C. Conflict. If a conflict arises between the Overlay District regulations and those of the Base Zoning District, the Overlay District regulations control.

50-6.2 Natural Features Protection Overlay Standards

A. Intent. The NFP Overlay District is intended to protect Natural Features in the City of Kalamazoo, specifically Wetlands, Water Resources, Trees, Woodlands, Floodplains, Slopes, Natural Heritage Areas, and Habitat Corridors.

B. Applicability. The NFP Overlay District standards apply as follows.

- (1) The Natural Features Standards are divided by defined Natural Feature. When a parcel is developed, redeveloped, or the Natural Feature is impacted due to any site alterations, the standards for all applicable Natural Features are applied.
- (2) The Site Development Standards shall be applied to all parcels in the NFP Overlay District.
- (3) Overlay standards shall not eliminate the need to obtain a permit from the Michigan Department of Environmental Quality (MDEQ) or any other State, Federal, or regional permitting agency, if required.
- (4) Structures existing on the effective date of the ordinance creating the NFP Overlay District that do not meet the setbacks required in this Article are permitted and may be altered or expanded provided that they do not increase the amount of their non-conformance with the standards in this Article.

C. Natural Feature Standards: Wetlands. A Wetland is any area, regardless of parcel boundaries, that is characterized by the presence of water at a frequency and duration sufficient to support wetland vegetation or aquatic life, or otherwise defined in Part 303 of the NREPA.

(1) Wetland Determination. If any area on a parcel appears to be supporting wetland vegetation or is identified on the National Wetlands Inventory (NWI) map, one of the following is required.

- (a) The area in question shall be treated as a Wetland and the standards of this Section apply.

(b) A Wetland Determination shall be completed by a qualified professional, such as a Professional Wetland Scientist to confirm whether the area in question is a Wetland.

(2) Altering a Wetland. Alteration to a Wetland is prohibited except as allowed by the NREPA. A copy of any required permits obtained from the State to alter a Wetland must be submitted to the City.

(3) Wetland Setbacks. Setback distance is measured from the outer edge of wetland vegetation. Refer to Figure 6.2-1 Measuring Wetland and Water Resource Setbacks and Figure 6.2-2 Setbacks Across Parcel Boundaries.

(a) The size of the Wetland setback is based on the size of the parent parcel following the distances in Table 6.2-1 Wetland and Water Resources Setbacks.

(b) Prohibited Activities. The following activities are prohibited in the setback.

- [1] Development activities, such as structures, impervious surfaces, parking, driveways, etc.
- [2] New Stormwater BMPs.

(c) Permitted Activities. The follow activities are permitted in the setback.

- [1] Water and sewer lines, utility lines, bridge abutments or approaches, or semi-pervious, non-motorized trailways, may be developed and maintained within a Wetland setback with approval from all applicable local, State, and/or Federal agencies.
- [2] Restoration activities, such as planting with native vegetation with approval from all applicable local, State, and/or Federal agencies.
- [3] Mitigation activities required under the NREPA.

(4) Protection During Construction. Appropriate erosion control measures must be used according to Chapter 30 of the Kalamazoo City Code.

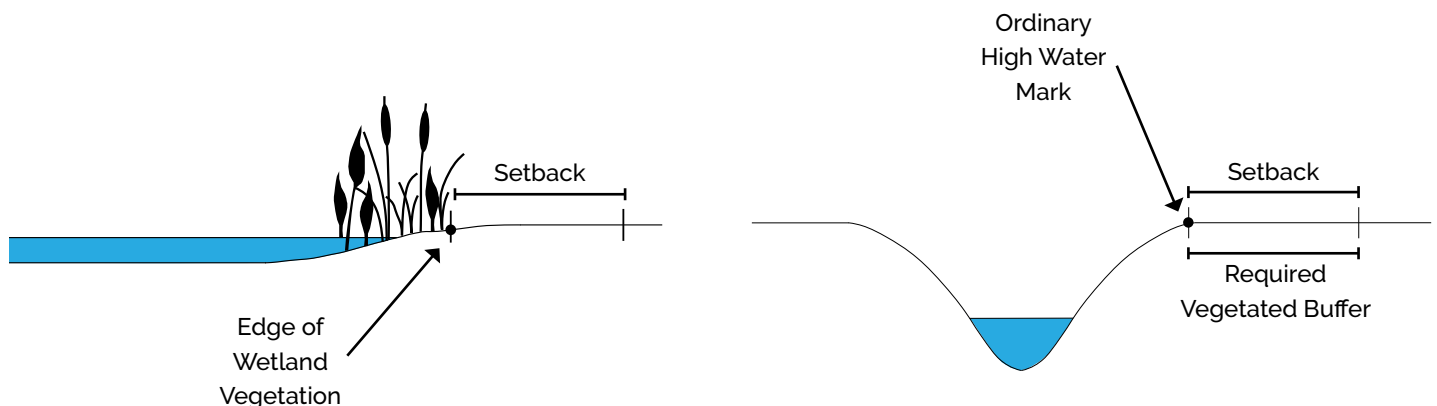


Figure 6.2-1 Measuring Wetland and Water Resource Setbacks

D. Natural Feature Standards: Water Resources. A Water Resource is any lake, pond, or impoundment; a river, stream, or creek which may or may not be serving as a drain; or any other body of water that has defined banks, a bed, and visible evidence of a continued flow or continued occurrence of water, or as otherwise defined in Part 301 of the NREPA.

(1) Altering a Water Resource. Alteration to a Water Resource is prohibited except as allowed by the NREPA. A copy of any required permits obtained from the State to alter a Water Resource must be submitted to the City.

(2) Water Resource Setbacks. Setback distance is measured from the Ordinary High Water Mark of all Water Resources, including when the Water Resource is located off the parcel but within the setback distance. Refer to Figure 6.2-1 Measuring Wetland and Water Resource Setbacks and Figure 6.2-2 Setbacks Across Parcel Boundaries.

(a) The size of the Water Resource setback is based on the size of the parent parcel following the distances in Table 6.2-1 Wetland and Water Resources Setbacks.

(b) Prohibited Activities. The following activities are prohibited in the setback.

- [1] Development activities, such as structures, impervious surfaces, parking, driveways, etc.
- [2] New Stormwater BMPs.

(c) Permitted Activities. The following activities are permitted in the setback.

- [1] Up to twenty (20) percent of the setback area may be developed with semi-pervious materials, such as paths or mowed Turf Grass.

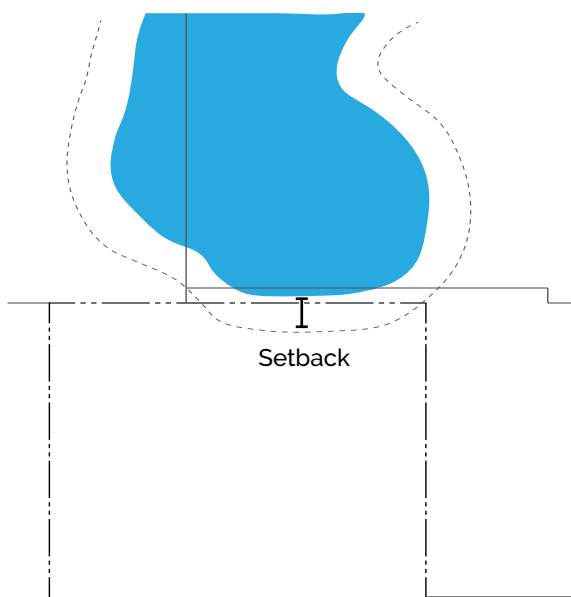


Table 6.2-1 Wetland and Water Resources Setbacks

Size of Parent Parcel	Minimum Required Setback
Greater than 1 acre	25 feet
1/2 acre - 1 acre	20 feet
Less than 1/2 acre	15 feet

Figure 6.2-2 Setbacks Across Parcel Boundaries

[2] Water and sewer lines, utility lines, bridge abutments or approaches, or semi-pervious, non-motorized trailways, may be developed and maintained within a Water Resource setback with approval from all applicable local, State, and/or Federal agencies.

[3] Disturbance to the bank or shoreline, as expressly allowed under State law, is permitted when a restoration plan is prepared by a qualified professional, such as a Michigan Certified Natural Shoreline Professional or Professional Engineer.

[4] Operation and maintenance of existing flood control facilities or Stormwater BMPs.

(3) Required Planting. The setback must contain Natural Vegetation, including a combination of trees, shrubs, grasses, and Forbs to form a Vegetated Buffer in a Riparian area. The Vegetated Buffer must meet one (1) of the following.

(a) Where the bank or shoreline contains Natural Vegetation.

[1] Existing vegetation must remain undisturbed during and after construction activities.

[2] Supplemental planting or seeding is allowed when Native Species are used. Mowed turf grass does not qualify as Natural Vegetation.

[3] Removal of invasive species and/or dead or diseased woody species are allowed, if they are replaced according to the parameters in 50-6.2D(3)(b)[3].

(b) Where the bank or shoreline is not covered in Natural Vegetation.

[1] A Vegetated Buffer must be planted and maintained in the setback.

[2] Soil preparation for planting is allowed with proper soil erosion controls.

[3] A diverse mix of appropriate native species is required, as follows.

[a] At least twelve (12) different species must be planted.

[b] At least two (2) species from each of the following plant types must be planted: shrubs, Graminoids, and Forbs. Refer to Table 6.2-2 Example Plants for Vegetated Buffers.

[c] Trees may be planted if appropriate to the site. Refer to Table 6.2-5 Replacement Tree List.

[4] Any combination of native seed mix, plant plugs, bare root trees or shrubs, and/or container plants, trees, or shrubs are permitted.

(c) Exceptions. The Vegetated Buffer is not required when a structure or parcel is being redeveloped unless the project increases the site's impervious coverage on the parcel by more than ten (10) percent or if the project is being conducted within twenty (20) feet of the Water Resource setback.

(4) Protection During Construction. Appropriate erosion control measures must be used according to Chapter 30 of the Kalamazoo City Code.

(5) Operation and Maintenance Agreement. The Vegetated Buffer must be included in the Stormwater Operation and Maintenance Agreement, if an Agreement is required for the project.

Table 6.2-2 Example Plants for Vegetated Buffers

Common Name	Scientific Name	Type
Silky Dogwood	<i>Cornus amomum</i>	Shrub
Red Osier, Red Twig Dogwood	<i>Cornus stolonifera, sericea</i>	Shrub
Common Elderberry	<i>Sambucus canadensis</i>	Shrub
Atlantic Ninebark	<i>Physocarpus opulifolius</i>	Shrub
Common Winterberry	<i>Ilex verticillata</i>	Shrub
Northern Spicebush	<i>Lindera benzoin</i>	Shrub
Highbush Blueberry	<i>Vaccinium corymbosum</i>	Shrub
Gray Dogwood	<i>Cornus foemina, syn. C racemosa</i>	Shrub
Steeplebush/Meadowsweet	<i>Spiraea alba</i>	Shrub
Hardback/Steeplebush	<i>Spiraea tomentosa</i>	Shrub
Lake Sedge	<i>Carex lacustris</i>	Graminoid
Tussock Sedge	<i>Carex stricta</i>	Graminoid
Bottlebrush Sedge	<i>Carex hystericina</i>	Graminoid
Bebb's Sedge	<i>Carex bebbii</i>	Graminoid
Common Fox Sedge	<i>Carex vulpinoidea</i>	Graminoid
Prairie Cordgrass	<i>Spartina pectinata</i>	Graminoid
Dark-Green Bulrush	<i>Scirpus atrovirens</i>	Graminoid
Cottongrass Bulrush/Wool Grass	<i>Scirpus cyperinus</i>	Graminoid
Bluejoint Grass	<i>Calamagrostis canadensis</i>	Graminoid
Common Rush	<i>Juncus effusus</i>	Graminoid
Wood Reedgrass	<i>Cinna arundineacea</i>	Graminoid
Fowl Mannagrass	<i>Clyceria striata</i>	Graminoid
New England American Aster	<i>Symphyotrichum novae-angliae</i>	Forb
Flat-Topped White Aster	<i>Doellingeria umbellata</i>	Forb
Tall Sunflower	<i>Helianthus giganteus</i>	Forb
Spotted Joe-Pye-Weed	<i>Eutrochium maculatum</i>	Forb
White Turtlehead	<i>Chelone glabra</i>	Forb
Canada Anemone	<i>Anemone canadensis</i>	Forb
Common Boneset	<i>Eupatorium perfoliatum</i>	Forb
Swamp Milkweed	<i>Asclepias incarnata</i>	Forb
Cutleaf Coneflower	<i>Rudbeckia laciniata</i>	Forb
Pin Oak	<i>Quercus palustris</i>	Tree
Swamp White Oak	<i>Quercus bicolor</i>	Tree
Black Tupelo, Black Gum	<i>Nyssa sylvatica</i>	Tree
Tamarack, American Larch	<i>Larix laricina</i>	Tree

E. Natural Feature Standards: Floodplains. Reserved.

F. Natural Feature Standards: Trees. Trees that provide special value to the community or ecosystem are protected through the NFP Overlay District.

(1) Tree Criteria. When Trees meet any of the following criteria and are not counted as part of a Woodland, the Tree is considered a Protected Tree and the standards of this Overlay apply.

(a) Trees on the Protected Tree List in Table 6.2-4.

(b) Any Tree larger than twenty-four (24) inches DBH.

(2) Tree Protection. Protected Trees and their CRZ shall be protected during site development and construction.

(a) Disturbance. No disturbance is allowed within a CRZ, except as follows.

[1] Fences are permitted when they meet all other applicable zoning standards.

[2] Management of other Protected Trees or Woodlands with a plan by a qualified professional, such as an International Society of Arboriculture (ISA) Certified Arborist.

(b) Protection During Construction. The CRZ of Protected Trees shall be protected following the standards of 50-6.2K(8) Protection During Construction.

(3) Protected Tree Removal. Protected Trees may be removed in the following circumstances.

(a) Protected Tree is located such that it impedes access to the site, prevents utility connections, or prevents the use of a property for its zoned purpose.

(b) There is clear evidence a Protected Tree is diseased, dying, or has sustained substantial damage prior to site work.

(c) Location of the Protected Tree presents a threat to the structural integrity of an existing structure or infrastructure.

(4) Replacement. Any Protected Tree which is removed from a parcel as part of a development project that requires site plan review must be replaced at a ratio of 1:1, where for every Protected Tree removed a Replacement Tree must be planted as follows:

(a) Replacement Trees shall be selected from the Replacement Tree List in Table 6.2-5. Site context and site condition should be taken into consideration when selecting a Replacement Tree.

(b) Replacement Trees shall be located as follows.

[1] Replacement Trees shall be located on the site from which they are removed.

[2] The NFP Review Board can approve alternative locations, if on-site replacement is not possible provided that the alternative is within the City of Kalamazoo.

[3] Replacement Trees cannot be located within a parking lot.

G. Natural Feature Standards: Woodlands. Woodlands provide important ecosystem services and habitat corridors and are protected by the NFP Overlay District.

(1) Woodland Criteria. When trees located on a parcel meet the following criteria, the area shall be considered a Woodland and the standards of this Overlay apply.

(a) Minimum Area. Trees cover a minimum area of 21,780 square feet or a half (1/2) acre, regardless of parcel boundaries. Refer to Figure 6.2-3 Defining and Delineating a Woodland.

(b) Tree Count. The area contains the equivalent of at least forty (40) trees per acre of at least two (2) inches DBH and reach or at maturity will reach at least fifty (50) feet in height.

(c) Natural Ground Cover. No more than twenty-five (25) percent of the ground area is mowed turf grass.

(2) Woodland Delineation and Assessment. Refer to Figure 6.2-3 Defining and Delineating a Woodland. Existing Woodland coverage on the parcel shall be delineated and assessed as follows.

(a) Gaps. Areas without trees or that have sparse trees are common within a Woodland and should be included in area and density measurements except when the gap is larger than 8,000 square feet.

(b) Woodland Assessment Tools. A Woodland must be assessed using a Basal Area, Woodland Ecosystem Assessment, or tree survey conducted by a qualified professional, such as an ISA Certified Arborist.

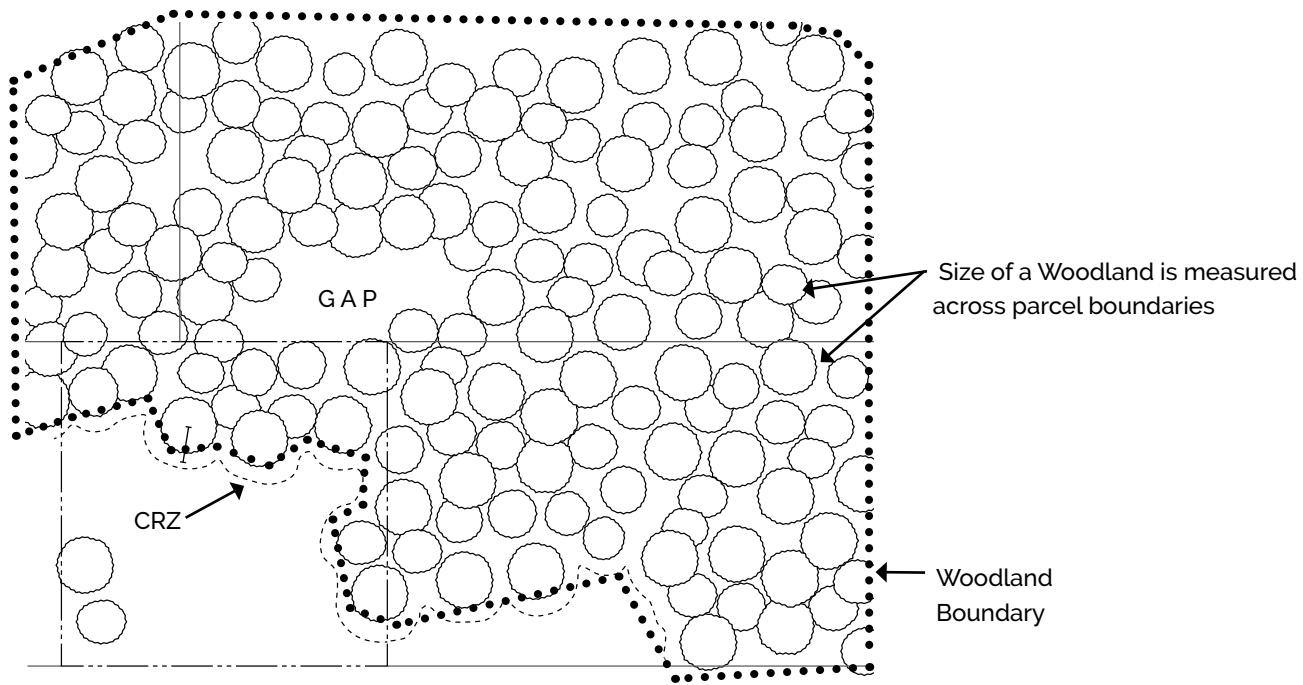


Figure 6.2-3 Defining and Delineating a Woodland

(3) Woodland Protection. For areas meeting the definition of a Woodland, a portion of the Woodland on the parcel must be preserved as follows.

(a) Woodland Preservation Minimums. Woodlands shall be preserved following the coverage requirements in Table 6.2-3 Woodland Preservation.

(b) Criteria for Woodland Preservation. In determining which areas of a Woodland are to be preserved, the following priorities shall be applied.

[1] Woodlands contiguous to Woodlands on adjacent parcels or areas serving as Habitat Corridors.

[2] Woodlands on or adjacent to another Natural Feature(s), floodplain, or a publicly accessible open space.

[3] Woodlands in the best condition as determined by a qualified professional, such as an ISA Certified Arborist, and based upon the Basal Area score or another Woodland Ecosystem Assessment.

[4] Woodlands with older growth, higher DBH trees, or trees noted in 6.2-4 Protected Tree List and 6.2-5 Replacement Trees List.

(4) Prohibited Activities.

(a) Disturbance. No disturbance is allowed within a Woodland preserved area, the boundary of which is defined by the CRZ of trees along its edges, except for the following activities.

[1] Fences are permitted when they meet all other applicable zoning standards.

[2] Management of the Woodland vegetation with a plan by a qualified professional, such as an ISA Certified Arborist.

(b) Stormwater. No new Stormwater BMPs within the CRZ.

(5) Permitted Activities. Operation and maintenance of public utilities is permitted within the CRZ. Directional boring shall be used whenever possible.

(6) Construction Protection. Woodlands trees and their CRZ shall be protected during site construction following the standards of 50-6.2K(8) Protection During Construction.

Table 6.2-3 Woodland Preservation

Woodland Coverage of Parent Parcel	Minimum Required Woodland Coverage to be Preserved
75% to 100%	25%
50% up to 75%	50%
25% up to 50%	75%
Less than 25%	90%

Table 6.2-4 Protected Tree List

Common Name	Scientific Name	DBH (inches)*
Ash	<i>Fraxinus spp. (not cultivars)</i>	18"
Basswood, Linden	<i>Tilia americana</i>	18"
Beech	<i>Fagus spp.</i>	18"
Buckeye (Horsechestnut)	<i>Aesculus spp.</i>	18"
Cherry, Black	<i>Prunus serotina</i>	18"
Elm, American	<i>Ulmus americana</i>	18"
Elm, Slippery	<i>Ulmus rubra</i>	18"
Elm, Winged	<i>Ulmus alata</i>	18"
Fir	<i>Abies spp.</i>	18"
Fir, Douglas	<i>Pseudotsuga menziesii</i>	18"
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>	18"
Maple, Red	<i>Acer rubrum</i>	18"
Maple, Silver	<i>Acer saccharinum</i>	18"
Maple, Sugar	<i>Acer saccharum</i>	18"
Pine, Red	<i>Pinus resinosa</i>	18"
Pine, White	<i>Pinus strobus</i>	18"
Spruce	<i>Picea spp.</i>	18"
Sycamore, American	<i>Plantanus occidentalis</i>	18"
Tuliptree	<i>Liriodendron tuliperifera</i>	18"
Walnut, Black	<i>Juglans nigra</i>	18"
Honey Locust	<i>Gleditsia triacanthos</i>	16"
Oak, Black	<i>Quercus velutina</i>	16"
Oak, Bur	<i>Quercus macrocarpa</i>	16"
Oak, Northern Red	<i>Quercus rubra</i>	16"
Oak, White	<i>Quercus alba</i>	16"
Arbor-vitae, Eastern White Cedar	<i>Thuja occidentalis</i>	12"
Birch	<i>Betula spp.</i>	12"
Birch, River	<i>Betula nigra</i>	12"
Cherry, Flowering	<i>Prunus spp.</i>	12"
Eastern Hemlock	<i>Tsuga canadensis</i>	12"
Hickory, Bitternut	<i>Carya cordiformis</i>	12"
Hickory, Pignut	<i>Carya glabra</i>	12"
Hickory, Shagbark	<i>Carya ovata</i>	12"
Hickory, Shellbark	<i>Carya laciniosa</i>	12"

Common Name	Scientific Name	DBH (inches)*
Oak, Chinkapin	<i>Quercus muehlenbergii</i>	12"
Oak, Northern Pin	<i>Quercus ellipsoidalis</i>	12"
Oak, Swamp White	<i>Quercus bicolor</i>	12"
Persimmon	<i>Diospyros virginiana</i>	12"
Poplar	<i>Populus spp.</i>	12"
Sassafras	<i>Sassafras albidum</i>	12"
Sweet Gum	<i>Liquidambar styraciflua</i>	12"
Willow	<i>Salix spp.</i>	12"
American Chestnut	<i>Castanea dentata</i>	8"
Black Tupelo, Black Gum	<i>Nyssa sylvatica</i>	8"
Butternut	<i>Juglans cinerea</i>	8"
Cedar, Eastern Red	<i>Juniperus virginiana</i>	8"
Hackberry	<i>Celtis occidentalis</i>	8"
Larch/Tamarack	<i>Larix laricina</i>	8"
Maple, Mountain/Striped	<i>Acer spicatum/pensylvanicum</i>	8"
American Hophornbeam	<i>Ostrya virginiana</i>	4"
American Hornbeam, Blue Beech	<i>Carpinus caroliniana</i>	4"
Dogwood, Flowering	<i>Cornus florida (native only)</i>	4"
Pagoda Dogwood	<i>Cornus alternifolia</i>	4"
Dwarf Hackberry	<i>Celtis tenuifolia</i>	4"
Eastern Redbud	<i>Cercis canadensis</i>	4"
Pawpaw	<i>Asimina triloba</i>	4"
Serviceberry	<i>Amelanchier spp.</i>	4"

*Tree species with DBH greater than or equal to the values in this column of the table require replacement with any species on the Replacement Tree List if removed for construction/development.

Table 6.2-5 Replacement Tree List

Common Name	Scientific Name	Condition Code
Basswood, Linden	<i>Tilia americana</i>	Cs
American Chestnut	<i>Castanea dentata (hybrid)</i>	Cr, F, Cul
American Hophornbeam	<i>Ostrya virginiana</i>	P, Cr
American Hornbeam, Blue Beech	<i>Carpinus caroliniana</i>	Cr, P
Arborvitae, Eastern White Cedar	<i>Thuja occidentalis</i>	Cv, Cs
Birch	<i>Betula spp.</i>	Cv
Birch, River	<i>Betula nigra</i>	P, Ri
Black Tupelo, Black Gum	<i>Nyssa sylvatica</i>	Cr, Ri
Cedar, Eastern Red	<i>Juniperus virginiana</i>	Cr, P
Cherry, Wild Black	<i>Prunus serotina</i>	
Cherry, Flowering	<i>Prunus spp.</i>	
Dogwood, Flowering	<i>Cornus florida (native only)</i>	Cr
Eastern Redbud	<i>Cercis canadensis</i>	Cr, P
Elm, American	<i>Ulmus americana (resistant variety)</i>	Cul, Cs
Elm, Slippery	<i>Ulmus rubra</i>	
Hackberry	<i>Celtis occidentalis</i>	Cr
Hickory, Bitternut	<i>Carya cordiformis</i>	Cr, F, Ri, Cs
Hickory, Pignut	<i>Carya glabra</i>	Cr, F, Cs
Hickory, Shagbark	<i>Carya ovata</i>	Cr, F, Cs
Hickory, Shellbark	<i>Carya laciniosa</i>	F, Ri, Sc
Honey Locust	<i>Gleditsia triacanthos</i>	Cr
Kentucky Coffeetree	<i>Gymnocladus dioica</i>	Cr
Larch/Tamarack	<i>Larix laricina</i>	Ri, Cs
Maple, Red	<i>Acer rubrum</i>	Cv, Cs
Maple, Sugar	<i>Acer saccharum</i>	Cv, Cul
Oak, Black	<i>Quercus velutina</i>	Cr, Cs
Oak, Bur	<i>Quercus macrocarpa</i>	Cr, Cul, Cs
Oak, Chinquapin	<i>Quercus muehlenbergii</i>	Cr, Cs
Oak, Pin	<i>Quercus palustris</i>	Cr, Ri, Cs
Oak, Northern Red	<i>Quercus rubra</i>	Cr, Sc
Oak, Swamp White	<i>Quercus bicolor</i>	Cr, Ri, Cs
Oak, White	<i>Quercus alba</i>	Cr, Cul, Cs
Pawpaw	<i>Asimina triloba</i>	Cr, F
Persimmon	<i>Diospyros virginiana</i>	Cr, F

Common Name	Scientific Name	Condition Code
Pine, Red	<i>Pinus resinosa</i>	
Pine, White	<i>Pinus strobus</i>	
Sassafras	<i>Sassafras albidum</i>	
Serviceberry	<i>Amelanchier spp.</i>	P, F
Sycamore, American	<i>Plantanus occidentalis</i>	Cr
Tuliptree	<i>Liriodendron tuliperifera</i>	Cr, Cs
Willow, Black	<i>Salix nigra</i>	Ri
Pecan Tree	<i>Carya illinoensis</i>	
Sweetgum Tree	<i>Liquidambar styraciflua</i>	
Oak Post	<i>Quercus stellata</i>	

Condition Codes:

Cr = Climate Resilient

Cs = Carbon sequestration

Cul = Culturally significant

F = Food source

P = Suitable for parking lots and roadways

Ri = Suitable for riparian/wet plantings

Cv = Climate vulnerable

H. Natural Feature Standards: Slopes. Slopes associated with Water Resources and other Natural Features are protected by the NFP Overlay District.

(1) Slope Criteria. Slopes protected by the NFP Overlay District are those with a grade of twenty (20) percent or greater and meet at least one (1) of the following.

- (a) Slope Face contains a Woodland, refer to 50-6.2G.
- (b) Slope Face contains Natural Heritage Area, refer to 50-6.2I.
- (c) Any portion of the Slope Face is within five-hundred (500) feet of a Wetland or Water Resource, refer to 50-6.2C and 50-6.2D.
- (d) Any portion of the Slope Face extends onto adjacent parcels.

(2) Slope Determination. If any area on a parcel appears to meet the Slope Criteria, one (1) of the following is required.

- (a) A Slope Analysis by a professional is not completed and the area is assumed to meet the slope criteria; the standards of this Overlay are applied.
- (b) A Slope Analysis shall be completed by a licensed surveyor, licensed professional engineer, or a geologist certified by the American Institute of Professional Geoscientists (AIPG) following all acceptable practices to determine whether any part of the Slope Face meets the Slope Criteria.

(3) Slope Protection. Slopes shall be maintained and protected as follows.

- (a) Setbacks. A setback is required from the Top of Slope and the Toe of Slope equal to half ($1/2$) the height of the Slope, regardless of whether or not the entire Slope is contained within the parcel, or ten (10) feet, whichever is greater. Refer to Figure 6.2-4 Slope Setbacks.
- (b) Permitted Activities in the Setbacks. Setback areas from the Top or Toe of Slope shall remain undisturbed except as follows.
 - [1] Any work necessary to maintain the stability of the Slope.
 - [2] Restoration and management of other Natural Features provided that they meet the requirements of this

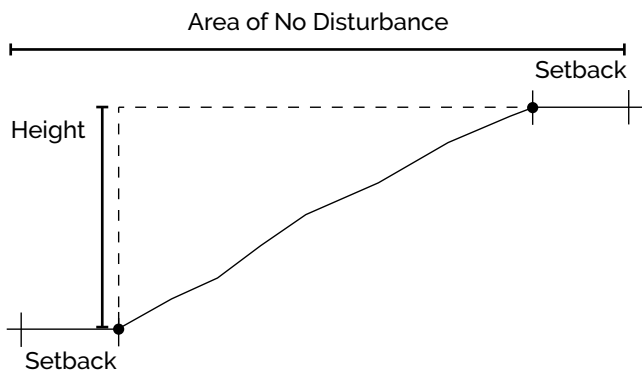


Figure 6.2-4 Protected Slope Setbacks

Overlay.

[3] Fences are permitted when they meet all other applicable zoning standards.

[4] Normal maintenance that does not disturb existing terrain.

[5] Maintenance of existing impervious surfaces and structures.

[6] In addition to the requirements in 50-6.2B(4), existing structures located in the setback may be expanded up to twenty-five (25) percent of the existing building footprint as follows.

[a] The expansion does not disturb the Slope Face.

[b] Ground disturbance is the minimum needed for the expansion.

(c) Permitted Activities in the Slope Face. The Slope Face shall remain undisturbed except as follows.

[1] Any work necessary to maintain the stability of the Slope Face, including the Top and Toe of Slope.

[2] Restoration and management of other Natural Features provided that they meet the requirements of this Overlay.

[3] Normal maintenance that does not disturb existing terrain.

[4] Maintenance of existing impervious surfaces and structures.

[5] In addition to the requirements in 50-6.2B(4), existing structures where a portion of the structure is in the Slope Face may be expanded up to twenty-five (25) percent of the existing building footprint as follows.

[a] The expansion can only occur on Slopes with a grade of thirty (30) percent or less.

[b] Expansion in the Slope Face is limited to no more than fifteen (15) percent of the existing building footprint.

[c] Ground disturbance is the minimum needed for expansion.

(d) Prohibited Activities. The following activities are prohibited.

[1] Surface water shall not be directed toward any Slope regulated by this Overlay.

[2] Stormwater BMPs are not permitted within the Slope Face or the setbacks, including storm sewer outlets.

[3] No new underground utilities may be placed within the Slope Face or setbacks.

(e) Construction Protection. The Slope Face and setbacks shall be protected during site development and construction following the standards of 50-6.2K(8) Protection During Construction.

I. Natural Feature Standards: Natural Heritage Areas. Rare species and remnants of historically and culturally significant ecosystems are protected by the NFP Overlay District.

(1) Natural Heritage Area Criteria. A Natural Heritage Area is defined by the presence of either of the following.

(a) Any species considered to be rare, threatened, or endangered by the State of Michigan, Federal government, or listed on the Michigan Natural Features Inventory (MNFI) Database.

(b) Any remnant of a Natural Community listed on the MNFI Michigan's Natural Communities List.

- (2) Determination of Natural Heritage Area. The MNFI Natural Heritage Database shall be used to determine if any rare species have been located within a two (2) mile radius of the parcel.
- (3) On-Site Survey. When a database search indicates a rare species has been identified within two (2) miles of the parcel, an on-site survey shall be conducted. The survey must be conducted by a consultant with a Michigan Endangered Species Permit or another qualified professional approved by the City Planner.
- (4) Natural Heritage Area Protection. If the on-site survey confirms that a Natural Heritage Area exists on the parcel, all State and Federal protections and/or mitigation activities must be followed. A copy of any required permit obtained from a State or Federal agency must be submitted to the City.

J. Site Development Standards. The following standards apply to all properties within the NFP Overlay District.

- (1) Building Setbacks. When a conflict exists between meeting the 50-6.2C-J NFP Standards and the required placement of structures, the setbacks or built-to zones or lines may be adjusted to eliminate or reduce the conflict provided that the adjustment is the minimum required to meet the NFP standards.
- (2) Use. In addition to the uses permitted in the Base Zoning District, the following apply.
 - (a) Appendix A 3.5 Wellhead Protection Overlay 10-year use restrictions.
 - (b) Outdoor storage of loose materials is prohibited within five hundred (500) feet of a Water Resource or Wetland.
 - (c) Appendix A 3.5 Wellhead Protection Overlay 1-year use restrictions apply within five hundred (500) feet of a Water Resource or Wetland.
- (3) Lot Coverage. Areas designated to meet the pervious surface requirement of a the Base Zoning District shall meet the following requirements.
 - (a) Natural Features. Areas left undisturbed per the standards in 50-6.2C-J can be applied to a parcel's pervious lot coverage requirement, except that Stormwater BMPs shall count at a ratio of two (2) square feet of BMP to one (1) square foot of pervious coverage ratio or at a rate of fifty (50) percent.
 - (b) Undisturbed Areas. All areas designated to meet a parcel's overall pervious lot coverage requirement must remain undisturbed except in the following circumstances.
 - [1] Restoration or maintenance of the pervious area when guided by a plan developed by a qualified professional.
 - [2] Planting or restoration of plants or trees per 50-6.2 Natural Features Standards.
 - [3] Installation of stormwater BMPs from the Michigan Low Impact Development (LID) Manual BMP Matrix Table in the Runoff Volumes and Infiltration categories.
 - (c) Location. Areas designated to meet a parcel's overall pervious lot coverage requirement shall be located as follows.
 - [1] Contiguous. Pervious areas shall be located in one (1) contiguous area or clustered into areas that each equal

at least twenty (20) percent of the total pervious area.

[2] Adjacent to Natural Features. Pervious areas shall be located adjacent to defined Natural Features.

(d) Construction. Pervious areas shall be protected during construction and site development through barrier fencing as described in 50-6.2K(8).

(e) Semi-Pervious Allowance. A semi-pervious allowance of up to fifteen (15) percent may be utilized to meet the lot coverage requirement.

(4) Landscape and Screening. Additional landscape and screening activities apply within the NFP Overlay District.

(a) Relief. A reduction in a parcel's required building perimeter, parking lot, loading zone, perimeter screening, or interior landscaping requirements (refer to Appendix A. 6.2 Landscaping and Open Space) may be permitted to eliminate conflicts with meeting the requirements of 50.6-2 Natural Features Standards.

[1] Relief shall be the minimum required to meet the NFP standards.

[2] Landscaping serving as a buffer between residential and non-residential uses and between a vehicular parking lot and a street shall not be reduced.

(b) Plant Selection. Native species must be used for all site landscaping required under Appendix A. Section 6.2, Landscaping and Open Space, or required elsewhere in Chapter 50. When additional landscaping is proposed on the site plan beyond the minimum requirements of Chapter 50, the NFP Review Board may allow the use of non-native, non-invasive species which have been determined not to cause adverse environmental impacts. Plants in Table 6.2-6 Prohibited Planting List or species recognized by the Midwest Invasive Species Network as non-native invasive shall not be planted on any portion of a parcel.

(c) Existing Vegetation. When a parcel's existing vegetation is being preserved and utilized to meet landscaping requirements in Appendix A 6.2 Landscaping and Open Space the following applies.

[1] Existing nonnative plants must be contained within the planting areas.

[2] Existing invasive plants must be removed. Refer to *Meeting the Challenge of Invasive Plants* by MNFI or Table 6.2-6 Prohibited Planting List.

(5) Lighted Signs. Internally illuminated, automatic changeable copy, and blinking and/or flashing lighted signs are not permitted within three hundred (300) feet of a Preserve.

(6) Stormwater Management Criteria. Refer to the City of Kalamazoo Performance Standards for Groundwater Protection within Wellhead Protection Capture Zones for additional information and definitions.

(a) Channel Protection Performance Standard. Parcels half (1/2) acre or greater shall maintain the post-development project site runoff volume and peak flow rate at or below pre-development levels for all storms up to the ten (10) year, twenty-four (24) hour event.

(b) Water Quality Treatment Runoff Volume Standard. The first one (1) inch of runoff generated from the entire parcel must be treated using one of the following.

[1] Multiple Methods. Two or more BMPs shall be utilized with at least twenty-five (25) percent of the required

Table 6.2-6 Prohibited Planting List

Common Name	Scientific Name
Trees	
Norway Maple	<i>Acer platanoides</i>
Tree-of-Heaven	<i>Ailanthus altissima</i>
Silktree	<i>Albizia julibrissin</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Black Locust	<i>Robinia pseudoacacia</i>
Siberian Elm	<i>Ulmus pumila</i>
Callery Pear	<i>Pyrus calleryana</i>
Princess Tree	<i>Paulownia tomentosa</i>
Black Alder	<i>Alnus glutinosa</i>
Shrubs	
Japanese Barberry	<i>Berberis thunbergii</i>
Common Barberry	<i>Berberis vulgaris</i>
Autumn Olive	<i>Elaeagnus umbellata</i>
Glossy Buckthorn	<i>Frangula alnus</i>
Common or European Privet	<i>Ligustrum vulgare</i>
Showy Fly Honeysuckle (or hybrid)	<i>Lonicera x.bella</i>
Amur Honeysuckle	<i>Lonicera maackii</i>
Morrow Honeysuckle	<i>Lonicera morrowii</i>
Tatarian Honeysuckle	<i>Lonicera tatarica</i>
Common Buckthorn	<i>Rhamnus cathartica</i>
Multiflora Rose	<i>Rosa multiflora</i>
Japanese Meadowsweet	<i>Spiraea japonica</i>
European Cranberrybush	<i>Viburnum opulus</i>
Vines	
Asian Bittersweet	<i>Celastrus orbiculatus</i>
Black Swallow-wort	<i>Cynanchum louiseae</i>
European Swallow-wort	<i>Cynanchum rossicum</i>
English Ivy	<i>Hedera helix</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Mile-A-Minute Weed	<i>Persicaria perfoliate</i>
Kudzu	<i>Pueraria montana</i>
Grasses	
Reed Canary Grass	<i>Phalaris arundinacea</i>
Common Reed	<i>Phragmites australis</i>
Japanese Stiltgrass	<i>Microstegium vimineum</i>

Miscanthus	<i>Micanthus, spp.</i>
Wintercreeper	<i>Euonymus fortunei</i>
European or Common Spindle	<i>Euonymus europaeus</i>
Burning Bush	<i>Euonymus alata</i>
Common Name	Scientific Name
Herbs	
Garlic Mustard	<i>Alliaria petiolata</i>
Spotted Knapweed	<i>Centaurea biebersteinii</i> or <i>C. maculata</i>
Canada Thistle	<i>Cirsium arvense</i>
Bull Thistle	<i>Cirsium vulgare</i>
Leafy Spurge	<i>Euphorbia esula</i>
Dame's Rocket	<i>Hesperis matronalis</i>
Creeping Jenny or Moneywort	<i>Lysimachia nummularia</i>
Purple Loosestrife	<i>Lythrum salicaria</i>
Japanese Knotweed	<i>Polygonum cuspidatum</i>
Giant Knotweed	<i>Polygonum sachalinense</i>
Crown Vetch	<i>Securigera varia</i>
Baby's Breath	<i>Gypsophila paniculate</i>
Goutweed	<i>Aegopodium podagraria</i>
Lesser Celandine	<i>Ficaria verna</i>
Moneyplant	<i>Lunaria annua</i>
Sweet Woodruff	<i>Galium odoratum</i>
Sweet Clovers	<i>Melilotus, spp.</i>

runoff volume treated by BMPs from the Low Impact Development Manual for Michigan, Table 7.1 BMP Matrix Table from "Runoff Volume/Infiltration" and "Runoff Volume/Non-infiltration" categories.

[2] Underground Methods. All required runoff shall be treated by underground detention or infiltration BMPs.

[3] Non-Infiltration Methods. Sites requiring non-infiltration BMPs, such as those with contamination or within A3.5 Wellhead Protection Overlay, use BMPs from Low Impact Development Manual for Michigan, Table 7.1 BMP Matrix Table, "Runoff Quality/Non-infiltration" category.

(c) Maintenance Agreement. A Stormwater Operation and Maintenance Agreement is required by and between the City of Kalamazoo and the owner of the property when Stormwater BMPs are used.

(d) Exceptions. Development or redevelopment of a single family home or duplex is exempt from these Stormwater standards.

(7) Fill Materials. Use of fill material containing regulated substances above any State and/or Federal cleanup criteria for soils is prohibited. Fill material shall be sourced as follows.

(a) Fill material shall not be sourced from industrial or commercial sites where hazardous materials were used, handled, or stored or from unpaved parking areas.

(b) Fill material shall not be sourced from sites that contain species that are legally designated by the State of Michigan as prohibited or restricted.

(8) Protection During Construction. A temporary construction fence is required to protect Natural Features and not-to-be disturbed areas, such as those designated to meet pervious lot coverage requirements, during the duration of any site work or construction,

(a) Fence Construction. Construction fences shall be erected as follows.

[1] Fencing must be built using posts six (6) feet in height, spaced no more than eight (8) feet apart on center and buried at least two (2) feet below grade.

[2] Fence must have two (2) cross beams placed approximately at two (2) and six (6) feet above grade.

[3] Plastic mesh barrier fence shall be affixed to the front of the posts.

(b) Fence Placement. Refer to Figure 6.2-5 Placement of Construction Fencing. Fencing shall be located no closer than the required setback or edge of a not-to-be disturbed area.

[1] Where a tree is located in the setback or not-to-be disturbed area, the fencing shall be placed to protect the CRZ. Refer to Figure 6.2-5 Placement of Construction Fencing.

[2] Trees and Woodlands protected through 50-6.2F and 50-6.2G shall have construction fencing placed outside of the CRZ.

(c) Prohibited Activities. The following activities are prohibited within the construction fencing.

[1] Spreading of soil spoils.

[2] Heavy equipment and vehicle traffic.

[3] Storage of construction materials and debris.

[4] Site grading changes that increase or decrease the moisture conditions within a CRZ on a temporary or permanent basis.

K. NFP Review Bodies and Processes. Projects located in the NFP Overlay District require special review.

(1) Project Review. Review of projects in the NFP Overlay District shall occur as follows.

(a) Where Site Plan is not required. Administrative review of the site development or construction permit request shall be completed by the City Planner or designee.

(b) Where Site Plan is required. The NFP Review Board shall review the NFP Plan in conjunction with the Site Plan Review process. NFP Review Board approval is required for a project to achieve Site Plan approval.

(c) Where Site Plan is required and a zoning review and/or variance from the Planning Commission and/or Zoning Board of Appeals is requested or the site is located adjacent to land publicly used for open space or recreation, the following shall occur prior to review by the NFP Review Board.

[1] Owner or developer shall send notice by first class postage paid of a project in the NFP Overlay District to all property owners and occupants within three hundred (300) feet of the parcel and the neighborhood association or contact.

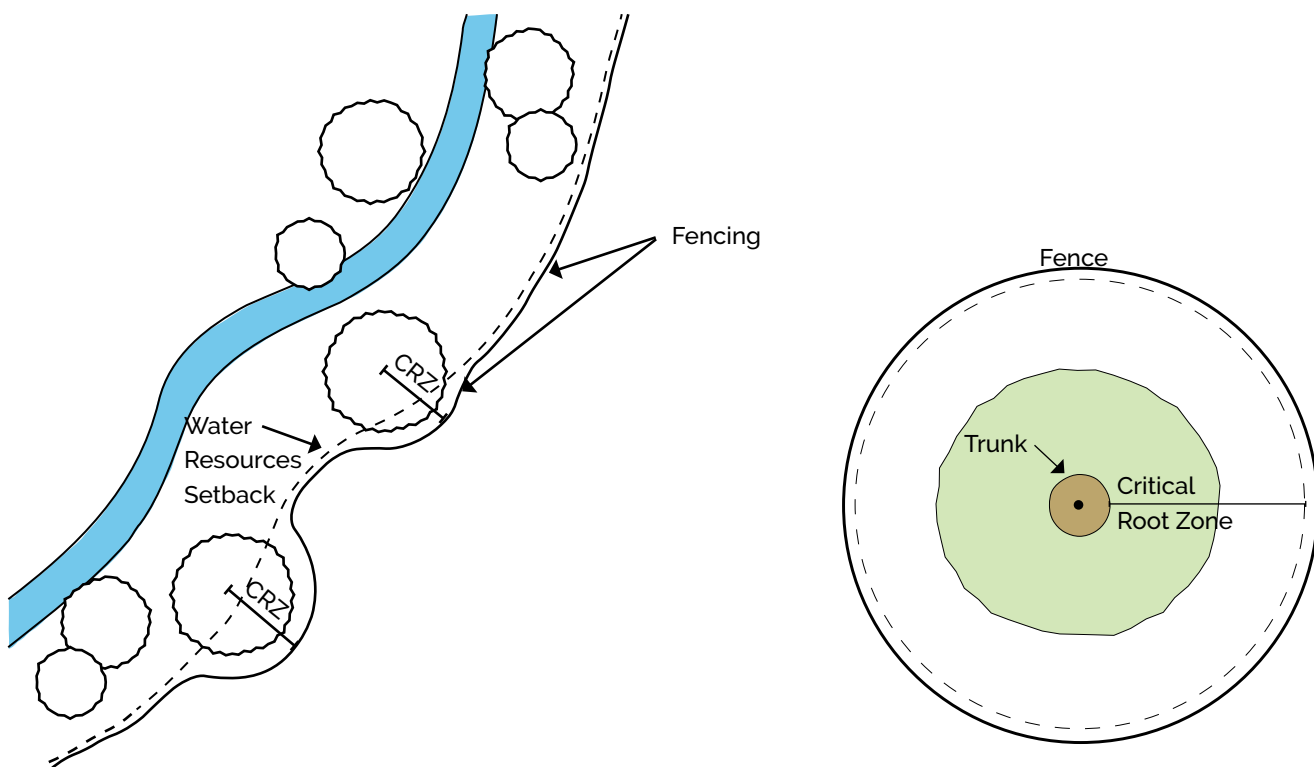


Figure 6.2-5 Placement of Construction Fencing

[2] Notice shall at a minimum include information on the proposed project, a location (physical or digital) where plans can be reviewed, instructions on how to provide comments, and a timeline for project review and construction.

[3] Notice shall be postmarked a minimum of fourteen (14) days before application is made for review by the NFP Review Board.

(2) NFP Review Board. A board will be formed to review projects in the NFP Overlay District.

(a) Intent. The NFP Review Board will review projects to ensure the standards of the NFP Overlay District are met and assist the City with regular review of the NFP standards, map, outreach, and City-wide education.

(b) NFP Review Board Members.

[1] Board will be comprised of seven (7) members.

[2] Members will be those who live or work in the greater Kalamazoo community.

[3] At a minimum, the Board must have at least one (1) member with education or experience in each of the following features in this Chapter: 1) water resources/wetlands, 2) plants/trees, 3) slopes, and 4) site development/building construction.

[4] Board members are to be appointed by the Mayor and approved by the City Commission.

[5] A City staff will be appointed by the City Planner to be the Board's liaison.

(c) The NFP Review Board is subject to the Open Meetings Act, MCL 15.261 et seq. and shall establish its own by-laws and meeting procedures.

(3) Relief from NFP Overlay District Standards. Relief from the NFP Overlay District Standards may be sought from the Zoning Board of Appeals.

(a) Criteria. Relief from the NFP Overlay District Standards in 50-6.2 may be granted when all the following conditions are met.

[1] The parcel cannot be reasonably utilized for its zoned use without the requested relief.

[2] The extent of relief requested is the minimum needed to permit reasonable utilization of the site.

[3] It is demonstrated that the relief can be granted without substantial detriment to the public good and will not substantially impair the intent and the purpose of the NFP Overlay District.

[4] The requested relief is balanced by the use of conservation and/or green development tools and actions, such as utilizing Stormwater BMPs from the Michigan Low Impact Development Manual that promote infiltration, restoration or expansion of a Natural Feature on the site, or use of Wild-type native plants or desired trees as detailed in Table 6.2-5 Replacement Trees.

(b) Process. The following process shall be followed when relief is sought from 50.6-2 NFP Overlay District.

[1] NFP Review Board shall review the request using the NFP Site Plan documentation and make a recommendation on the requested relief to the Zoning Board of Appeals.

[2] Application for relief from the Zoning Board of Appeals must include the NFP Review Board's recommendation.

L. Bonding of Projects.

- (1) Intent. To ensure the protection of Natural Features, a financial assurance will be required when seeking site development permits for a lot or structure from the City of Kalamazoo.
- (2) Applicability. During the review and approval of all NFP site plans the NFP Review Board will determine whether a bond or lien is required for NFP projects based on:
 - (a) Whether Natural Features are present on the site such that the cost of replacement or restoration if damaged or destroyed during construction would place an undue burden on the City if not remediated in a reasonable timeframe.
 - (b) The activities proposed on the site present a reasonable threat of damaging or destroying Natural Features.
- (3) Financial Assurance Amount. The amount of the assurance shall be in an amount satisfactory to the City to restore and/or stabilize a Natural Features that has been disturbed, not properly managed during site work or construction, or has been abandoned for more than six (6) months.
- (4) Release of Financial Assurance. The assurance shall be released when a Certificate of Occupancy is granted. Except when a project includes a vegetated buffer or required tree planting where the assurance may be reduced by sixty (60) percent at the time of the Certificate of Occupancy is granted with the remaining percentage released no sooner than three (3) years after the granting of the Certificate of Occupancy.

M. Penalty. A violation of the provisions of this Chapter is a municipal civil infraction punishable as follows.

- (1) Any person, firm, or corporation violating any provision of this Chapter is responsible for a municipal civil infraction and shall be fined up to \$2,500 for each violation. A civil infraction citation for a violation of this Chapter may be issued by the Building Official, or by such person as the City Commission or City Manager may designate.
- (2) Each day a violation exists or continues shall be deemed as a separate offense.
- (3) Any person, firm, or corporation found responsible for a subsequent violation of this Chapter within two years of having been found or admitted responsible for a violation of this Chapter shall be responsible for a civil fine of up to \$5,000.
- (4) Imposition of court-imposed costs.
- (5) Issuance of an order by the court to replace, mitigate, or restore a Natural Feature damaged or destroyed by a violation.

Article 7. Parking & Loading Regulations

50-7.1 General Requirements.

A. Applicability. Unless otherwise stated, parking and loading shall be provided as is outlined in this Chapter.

B. General Provisions.

(1) Accessible Parking. Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state and federal building or accessibility requirements, including quantity, size, location, and accessibility.

(2) Requirements for Unlisted Uses. Parking spaces will be provided as detailed in Table 7.2-1. If a use is not listed, the City Planner is authorized to apply standards for a use deemed as similar. In the instance where an equivalent may not be clearly determined, the City Planner may require a parking study, transportation management plan, or other evidence that will help determine the appropriate requirements.

C. Exempt Areas.

(1) Downtown & Neighborhood Nodes. Lots located in the Downtown Exempt Parking Area (refer to Figure 7.1-1) and zoned Neighborhood Node are exempt from the requirement to provide off-street parking spaces. Spaces that are provided must adhere to all applicable requirements including design, layout, and landscaping.

(2) Commercial Nodes. Lots in the Commercial Node District are permitted a twenty-five (25) percent reduction of the required off-street parking. Spaces that are provided must adhere to all applicable requirements, including quantity, design, layout and landscaping.

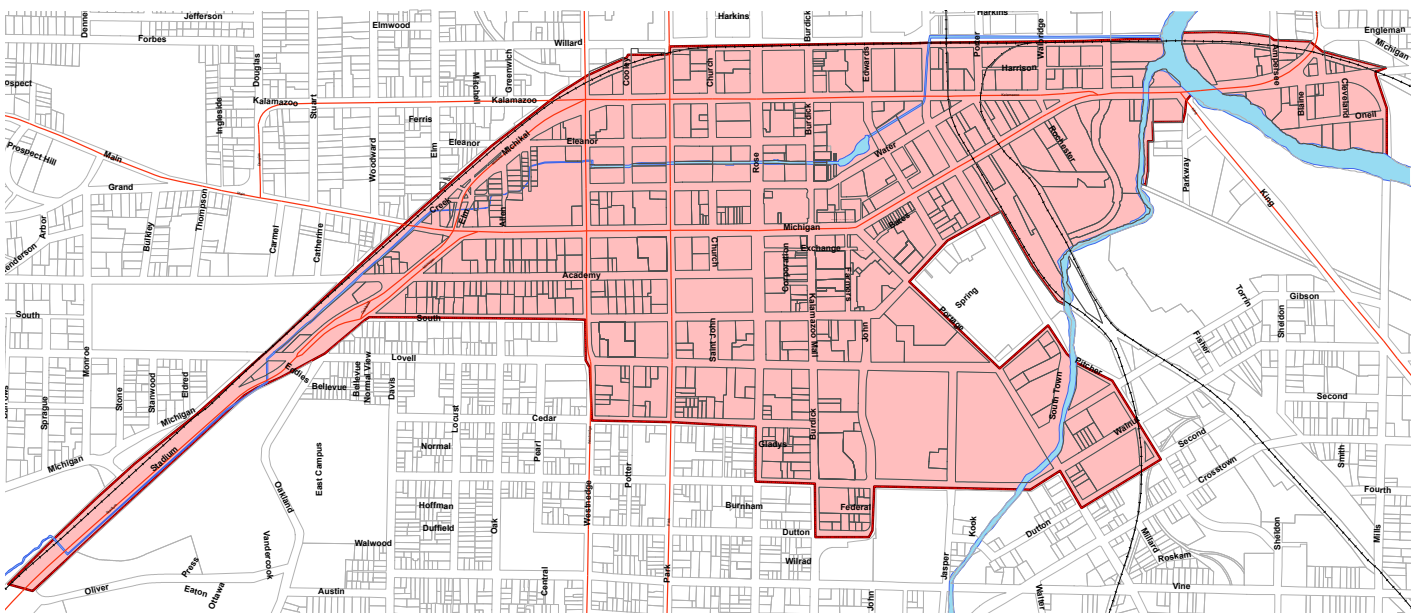


Figure 7.1-1 Downtown Exempt Parking Map

(3) **Small Commercial Establishments.** A commercial establishment, including the non-manufacturing element of craftsman industrial, containing up to 2,000 square feet of floor area, not located in the Community Commercial (CC) zoning district, shall be exempt from all requirements to provide off-street parking spaces.

50-7.2 Required Vehicular Off-Street Parking Spaces.

A. **Required Parking Table.** Table 7.2-1 outlines the required off-street parking spaces. Total required vehicular parking spaces should be determined using the following parameters in addition to Table 7.2-1.

(1) **Fractions.** In determining the number of spaces required, any fraction of spaces required under $\frac{1}{2}$ shall be disregarded; a fraction equal to or greater than $\frac{1}{2}$ shall be rounded up to count as one (1) space.

(2) **Maximum Parking Spaces Provided.** Off-street parking may not be provided in an amount greater than 110% of the minimum parking requirement.

(3) **On-Street Parking Credit.**

(a) Up to twenty (20) percent of the parking requirement for commercial and industrial-craftsman uses can be met with on-street parking located within 660' of the site.

(b) Up to twenty (20) percent of the parking requirement for residential uses can be met with on-street parking located within 660' of the site where overnight parking is permitted.

(4) **Shared Parking.** Credit for shared off-street parking is calculated as follows.

(a) **Off-Site Location.** Spaces in off-site parking facilities within 660' can be applied to the parking requirements for a lot.

(b) **Multiple Uses Credit.** When multiple uses share parking facilities, the quantity of spaces provided should be calculated as follows.

[1] **Shared Peak Demand Times.** Businesses with the same peak parking demand times that share parking facilities shall reduce the quantity provided by five (5) percent.

[2] **Different Peak Demand Times.** Business with different peak parking demand times, can reduce their required parking spaces using Table 7.2-2 Parking Times Per Use Category.

[a] Determine the required number of spaces per use, following Table 7.2-1 Required Parking Table.

[b] Applying the percentages in Table 7.2.2, determine the number of spaces needed per use in each of the six (6) time periods.

[c] For each time period, add the number of spaces needed for all applicable use categories to obtain a total for each of the six (6) time periods.

[d] The time period with the highest total of parking spaces, is the number of spaces required for the site.

(5) **Bicycle Facilities.** For every ten (10) required bicycle parking spaces, the required number of vehicular spaces

Table 7.2-1 Required Parking Table

Use	Required Spaces
Residential/Lodging	
Hotel/Motel	.75 spaces/1 guest room plus 1 space/employee on largest shift; CC District: 1 space/1 guest room plus 1 space/employee on largest shift
Bed & Breakfast	1 space/guest room, 1 space for innkeeper/home occupant
Dormitory	1 space/3 beds or per City Approved Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/employee on largest shift, 1 space/facility vehicle, 1 space/5 beds
Residential	1 space/dwelling unit ¹
Residential: Senior Housing	.5 space/dwelling unit
Residential: Off-Campus Student Housing/RM-15C	2 spaces/dwelling unit
Rooming House	1 space/unit or bedroom
Transitional Residence	1 space/2 employees on largest shift
Civic/Institutional Uses	
Assembly/Theatre	1 space/3 persons permitted at maximum occupancy
Assembly, Religious	1 space/6 seats in worship area or 1 space/40 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/3 beds or per City Approved Campus Master Plan
Library & Museum	1 space/3 persons permitted at maximum occupancy
Police & Fire Station/Utilities & Public Services	1 space/employee on largest shift
School	2 spaces/3 employees as largest shift, plus 1 space/10 students enrolled in grades 10-12

¹ For detached and attached dwelling units, up to 2 spaces per unit are permitted.

Use	Required Spaces
Commercial	
Agriculture	1 space/employee on largest shift
Day Care	1 space/employee on largest shift, in addition commercial facilities: 1 space/5 children permitted at maximum occupancy
Eating & Drinking Establishments	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Participant)	1 space/5 persons at maximum occupancy, 1 space/2 employees at largest shift
Entertainment Sports (Spectator)	1 space/6 fixed seats or 1 space/40 square feet without seats
Retail/Services	1 space/330 square feet
Kennels	1 space/employee on largest shift, 1 space/3 animals permitted at maximum occupancy
Office	1 space/300 square feet
Outdoor Sales & Storage	1 space/employee at largest shift, 1 space/2,500 square feet outdoor sales area
Self Storage/Mini Storage	1 space/employee on largest shift, 1 space/75 storage units
Vehicle Service	1 space/200 square feet floor area; in addition vehicle repair 2 spaces/repair bay or area
Vehicle Service: Car Wash	1 space/employee on largest shift
Industrial	
Craftsman Industrial	1 space/employees on largest production shift, 1 space/500 square feet retail
Industrial	1 space/1 employee on largest shift (includes shift, office, and maintenance staff)

Table 7.2-2 Parking Times Per Use Category

Uses Category	Weekdays			Weekends		
	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight	Midnight - 7 AM	7 AM - 6 PM	6 PM - Midnight
Residential	100%	50%	80%	100%	80%	80%
Hotel/Motel/Bed & Breakfast	100%	65%	100%	100%	65%	100%
Assembly- Religious	0%	30%	50%	0%	100%	75%
Retail & Services	5%	100%	80%	5%	100%	60%
Eating & Driving Establishments	50%	70%	100%	70%	60%	100%
Entertainment (Spectator, Participant) & Assembly	5%	30%	100%	5%	80%	100%
Office	5%	100%	5%	5%	5%	5%

may be reduced by one (1). Refer to 50-7.3 Required Bicycle Parking.

(6) Administrative Reduction. City Planner may reduce the number of required parking spaces by up to ten (10) percent if the applicant can document that the required number of parking spaces will not be fully utilized.

B. Vehicular Parking Design and Location. Vehicular parking facilities shall be provided using the following standards.

(1) Design. Vehicular parking shall be designed as follows.

(a) Space Dimension. Parking space design shall follow the dimensions in Table 7.2-3 Parking Space and Aisle Dimensions and Figure 7.2-1 Parking Space and Drive Aisle Dimensions

(b) Wheel Stops. Wheel stops or bumper guards are required for spaces adjacent to property lines, landscape buffers, and pedestrian pathways, internal to site or in public right-of-way.

(c) Tandem Spaces. Tandem spaces are permitted as follows.

[1] Two (2) spaces may be placed in tandem provided one (1) space is accessible by an aisle, driveway, or alley.

[2] Tandem spaces are permitted for use by residential units only and must be utilized by the occupants of the same dwelling unit.

(d) Slope. All parking areas, driveways, and sidewalk access to parking areas shall meet the requirements of the American Disabilities Act.

(e) Materials. Parking areas may be designed with impervious or semi-pervious materials, such as concrete, asphalt, macadam, brick, and stone.

[1] Gravel and crushed stone are permitted for parking lots for residential parking areas up to ten (10) spaces and for all parks and open space uses. Additional application of these types of material may be permitted with approval of the City Planner.

(f) Landscape Areas.

[1] Areas not used for sidewalks, parking spaces, drive aisles, loading, or refuse shall be constructed and maintained as landscaped areas.

[2] The perimeter of a parking lot shall be treated with fencing and/or landscaping along all property lines following Appendix A 6.2 Landscaping and Open Spaces

(g) Lighting. Parking areas with fifty (50) or more spaces must be lit per Appendix A 6.4 Lighting.

(h) Pedestrian Access. Parking lots with more than two (2) double-loaded aisles will provide internal pedestrian access both through the lot, and if directly adjacent to right-of-way, from the adjacent right-of-way to the structure(s).

[1] Dimension. The pedestrian access pathway shall be at least six (6) feet in width.

[2] Location. The pathway(s) shall be centrally located.

[3] Buffer. The pathway shall be buffered from drive aisles with landscaping or designated parking stalls and

Table 7.2-3 Parking Space & Aisle Dimensions

Angle of Parking	Stall Dimensions			Drive Aisle Width	
	Curb Length	Stall Width	Stall Depth	One-Way	Two-Way
0 Degrees (Parallel)	18'	8'	18'	12'	20'
45 Degrees	12'	8.5'	18'	12'	20'
60 Degrees	10'	8.5'	18'	18'	20'
90 Degrees	8.5'	8.5'	18'	20'	20'

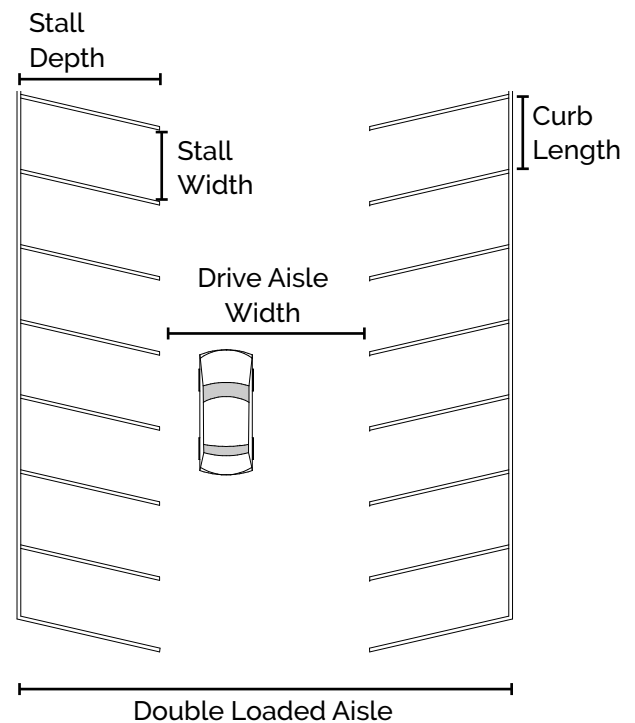


Figure 7.2-1 Parking Space and Drive Aisle Dimensions.

delineated with paint where it crosses drive aisles.

(2) Vehicular Parking Location. If located in a district with lot type standards, refer to these standards for parking lot location. In addition the following applies.

(a) Access. All spaces, unless otherwise noted, shall front an drive aisle, driveway, or right-of-way, providing direct access the parking space.

(b) Parking in Yards. Motorcycles and vehicles must be parked on driveways, permitted parking areas, or within a structure.

(c) Recreational Vehicles. Trailers, motor homes, recreational vehicles, boats, or other similar vehicles may be parked as follows.

[1] Recreational Vehicles may be stored on a driveway in the front or corner yard between May 1 and October 15 and in the side and rear yards without restrictions.

[2] Recreational Vehicles must be kept in good repair and carry a current license and registration.

[3] A maximum of two (2) recreational vehicles can be stored out of doors on a lot at a time; there is no limit as it relates to vehicles within fully enclosed structures.

Table 7.3-1 Required Bicycle Parking Table

Use	Required Spaces
Residential/Lodging	
Bed & Breakfast/Hotel/Motel	1 space/7 employees
Dormitory	1 space/5 beds or per City Campus Master Plan
Nursing Home/Assisted Living/ Rehabilitation Center/Adult Foster Care	1 space/7 employees
Residential	1 space/5 dwelling units
Civic/Institutional Uses	
Assembly/Theatre	1 space/50 persons permitted at maximum occupancy
Assembly, Religious	1 space/50 seats in worship area or 100 square feet without seats
College and University	Based on similar use or per City Approved Campus Master Plan
Hospital	1 space/15 employees or per City Approved Campus Master Plan
Library & Museum	1 space/7 employees
Parks & Open Space	1 space/5,000 square feet of land area or per City Parks & Recreation Plan
School	2 spaces/classroom
Commercial & Industrial	
Agriculture	1 space/5 employees or gardeners
Eating & Drinking Establishments & Entertainment Sports (Participant)	1 space/15 persons permitted at maximum occupancy
Office/Employment Uses/Other	1 space/7 employees
Parking, Stand Alone Surface Lot or Garage/Ramp	1 space/15 parking spaces
Retail/Services	1 space/7 employees

50-7.3 Required Bicycle Parking.

A. Required Bicycle Parking Table. Table 7.3-1 outlines the required spaces for bicycle parking. Total required bicycle parking spaces should be determined using the following parameters in addition to Table 7.3-1.

(1) Calculation. At least one (1) space is required. Beyond the first space, in determining the number of spaces required, any fraction of spaces required under 1/2 shall be disregarded; a fraction greater than 1/2 shall be rounded up to count as one (1) space.

(2) Public Bicycle Parking Spaces. Parking facilities within public spaces, such as street rights-of-way, can count toward the requirement for non-residential uses. All facilities located within a public right-of-way, require review and approval of an encroachment agreement with the City.

B. Bicycle Parking Design and Location. Bicycle parking facilities shall be provided using the following standards.

(1) Design. Bicycle parking shall be designed as follows.

(a) Space Size. Each bicycle parking space must be at least six (6) feet long and two (2) feet wide with a five (5) foot access aisle.

(b) Bicycle Racks. Bicycle racks must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Provide at least two (2) points of contact to allow locking of frame and at least one (1) wheel.

[3] Be constructed of materials that resist cutting, rusting, bending, or deformation.

(c) Lockers. Lockers must be designed as follows.

[1] Be a fixed-in-place stand that is securely anchored to the ground and/or wall.

[2] Be secured by means of a lockable door or configured internally to allow locking of the frame and at least one (1) wheel.

(2) Location. Bicycle parking shall be located as follows.

(a) Visible Location. If not visible from the street or public entrance, a directional sign must be posted indicating location. Adherence to the Manual On Uniform Traffic Control Devices for signage is recommended.

(b) Structured Parking. If more than fifty (50) percent of a site's vehicular parking is in a covered area or structure, the required spaces shall also be located in the covered area or structure or otherwise protected from the weather.

50-7.4 Off-Street Loading Requirements.

A. Off-Street Loading. Construction of new buildings that are expected to have deliveries by vehicles rated as heavy duty must provide off-street loading facilities as follows.

(1) Design. Each loading space shall be a minimum of ten (10 feet) in width, twenty-five (25) feet in length, and fourteen (14) feet in height.

(2) Location. Loading areas shall be located as follows.

(a). All off-street loading areas. Regardless of truck type, loading areas shall not be located in the front build-to zone and may not occupy any part of a required front or corner yard.

(b) Loading areas shall not be located closer than fifty (50) from a residentially zoned lot unless it is wholly enclosed within the building or by walls.

(c) Loading areas must be separate from pedestrian facilities and pathways.

50- 7.5 Driveway Access Design.

A. Driveways. Driveways will be designed as follows.

- (1) Driveway Width. Driveway width is measured at the front property line and shall adhere to the following.
 - (a) Single-lane Driveways. Single-lane driveways shall be between eight (8) feet and twelve (12) feet.
 - (b) Double-lane Driveway. Double-lane driveways shall be between twenty (20) feet and twenty-four (24) feet, unless the driveway serves the off-street loading area, where a larger driveway may be required based on site plan review.
- (2) Double Track Driveways. Double-track, wheel strip, or ribbon driveways are permitted as follows.
 - (a) The first two (2) feet of the entire driveway width, measured from the property line, must paved or covered with a permitted material..
 - (b) Wheel strip shall be at least eighteen (18) inches in width
 - (c) Area between the wheel strips must be landscaped with living ground cover.
- (3) Materials. Driveways may be designed with impervious or semi-pervious materials. such as concrete, asphalt, macadam, brick, and stone.
 - (a) Gravel and crushed stone are permitted for residential driveways accessing parking areas up to ten (10) spaces. Additional application of these types of material may be permitted with approval of the City Planner.
- (4) Maximum Coverage of Front Yard. Driveways cannot account for more than thirty (30) percent of the front yard of a lot.

Proposed Updates to Chapter 50.

Updated text is in red.

Bed & Breakfast Definition. Proposed change based on variance requests for B&Bs and code application.

50-4.4A(1) Bed and Breakfast. An establishment providing short term lodging and service of at least one (1) meal per day to guests. **The owner or operator must live on the same lot or a lot directly adjacent to the lot containing the bed and breakfast.**

Occupied Space Definition. Proposed change based code application, definition didn't align with application in Article 5.

50-1.3MM. Occupied Space. The first fifteen (15) feet inside a building measured from the front facade and on corner side facades **[DELETE:when fronting a Priority or Main street]**. In this space, uses such as interior parking, residential units, storage, or utility areas may be restricted. Refer to Article 5 Zoning Standards for more information.

Zoning Districts. Proposed change is anticipation of adding a Commercial Node District, following the Master Plan, Future Land Development Map.

50-3.1(A) **Neighborhood** Node District. **Neighborhood** Nodes are intended to create walkable, vibrant mixed-use commercial areas in Kalamazoo neighborhoods with a focus on building forms that promote inviting public places. **Neighborhood** Nodes allow a wide range of commercial uses on the ground floor with commercial and residential uses allowed on upper floors. **Neighborhood** Node locations **generally align with those in the** Master Plan, Future Land Development Map.

Accessory Structures. Proposed change based upon the existing setback in Appendix A and is more in-line with existing accessory structures in many neighborhoods.

50-4.B(3) Setback. Accessory structures shall be setback **three (3) feet** from side and rear property lines.

Home Occupations. Proposed change is based on code application and the need for clarifying the text.

50-4.C.(5) (a) Prohibited Uses. Prohibited uses include animal boarding, dispatch center, restaurants, **sale or storage of firearms, outdoor storage**, vehicle or large equipment storage and repair, **and all uses listed under High Hazard Group H Uses in Building Code.**

50-4.C.(5) (e) Secondary Building. **Home occupation may be located in a secondary building.**

Corner Side. Proposed change is based on code application and the need for clarifying the text.

50-5.4 (2) Occupied Space. The restriction of internal parking, residential units, storage areas, and utility areas in the occupied space of a building's ground and/or upper floors **in the following locations** unless

otherwise stated in the Lot Types. Refer to 50.1-3.DD Occupied Space for additional information on occupied space.

- (a) Front façades,
- (b) Corner-side facades when fronting a Priority or Main Street.
- (c) Corner-side facades on other street types for at least the minimum required building placement for the corner façade (refer to 50-5.2A(5)(a))

Building Siting. Proposed change is based on code application and the need for clarifying the text.

50-5.2A (3) Occupation of the Corner. Occupying the corner, the area where the front and corner build-to zones meet, with structure and/or building entrance.

50-5.2A (4) (a) If not occupied by a structure, this area will contain public or private outdoor space or public sidewalk.

50-5.2A (5) (a) Building facades must be located in (or cover) the Corner Build-to Zone for the first 20', measured from lot's corner(s).

50-5.2A (5) (b) If not occupied by a structure, this area will contain public or private outdoor space or public sidewalk.

Parking. Proposed change is based on code application and the need for clarifying the text.

50-7.1C(1) Downtown & Neighborhood Nodes. Lots located in the Downtown Exempt Parking Area (refer to Figure 7.1-1) and zoned Neighborhood Node are exempt from the requirement to provide off-street parking spaces. Spaces that are provided must adhere to all applicable requirements including design, layout, and landscaping.

50-7.1C (2) Commercial Nodes. Lots in the Commercial Node District are permitted a twenty-five (25) percent reduction of the required off-street parking. Spaces that are provided must adhere to all applicable requirements, including quantity, design, layout and landscaping.

50-7.1C (3) Small Commercial Establishments. A commercial establishment, including the non-manufacturing element of craftsman industrial, containing up to 2,000 square feet of floor area, [DELETE located in a building constructed on or before October 18, 2005,] and not located in the Community Commercial (CC) zoning district, shall be exempt from all requirements to provide off-street parking spaces.

Table 7.2-1 Required Minimum Parking Table edit:

Industrial to 1/employee on largest shift (includes shift employees, office, and maintenance staff)

Self Storage: 1/employee on largest shift and 1/75 storage units

50-7.2B(2)(b) Parking in yards. Motorcycles and vehicles must be parked on driveways, permitted parking areas, or within a structure.

50-7.2B(2)(c) [1] Recreational Vehicles may be stored on a driveway in the front or corner yard between May 1 and October 15 and in the side and rear yards without restrictions.

Delete existing [2] and renumber [3] and [4] to [2] and [3]

General Code Edits: Shifting CC Community Commercial District to Chapter 50 with minor updates to use and dimensional standards. Moving the District to Chapter 50 required minor edits to several sections, as noted below.

50-3.1 Zone Districts.

(G) Community Commercial District. Community Commercial district supports medium to large-scale commercial and mixed-use development with a city-wide or regional market focus. This district is typically found on major corridors, such as community connectors, and often near highway access. A wide range of retail, service, and office uses are permitted. Residential uses are permitted with design standards.

50-4 Uses

Table 4.1-1 Use Table: *incorporate CC*

	Node	LW 1	LW2	D1	D2	D3	CC
Residential/Lodging							
Bed & Breakfast		P	P	PD	P	P	
Hotel/Motel	P	P	P	P	P	P	P
Nursing Home/Assisted Living/Rehabilitation Center/Adult Foster Care		PD	P	PD	P	P	P
Residential (1 & 2 units)	PD	P	PD	PD	PD	P	PD
Residential (3 & 4 units)	PD	P	P	PD	P	P	PD
Residential: Multifamily (5 & more units)	PD	P	P	PD	P	P	PD
Rooming House	PD	P	P	PD	P	P	PD
Transitional Residence		P	P				PD
Civic/Institutional Uses							
Assembly	PD	P	P	PD	P	P	P
Assembly, Religious	S	S	S		P	S	P
College and University	P	P	P		P	P	P

Hospital		P	P		P	P	P
Library & Museum	P	P	P	P	P	P	P
Parks & Open Space		P	P		PD	P	P
Police & Fire Station	P	P	P		P	P	P
School		P	P			P	P
Commercial							
Adult Regulated Use							PD
Agriculture		PD	PD				P
Day Care	PD	PD	PD		PD	PD	PD
Entertainment Sports (Participant - indoor)	P	P	P	P	P	P	P
Entertainment Sports (Participant - outdoor)		S	S		S	S	P
General Retail	P	P	P	P	P	P	P
General Services	P	P	P	P	P	P	P
Kennels			PD			PD	P
Office	P	P	P	P	P	P	P
Outdoor Sales & Storage		S	S				S
Package Liquor	PD			PD	PD	PD	PD
Parking (stand alone)		PD	PD		PD	PD	PD
Vehicle Service		PD	PD			PD	PD
Industrial							
Craftsman Industrial	PD	PD	PD	PD	PD	PD	PD
Industrial			PD				
Warehouse & Distribution			S				S
Marihuana – Adult Use							

Grower							PD
Processor							
Safety Compliance		P	P		PD	P	P
Secure Transporter							PD
Retailer		PD		PD	PD	PD	PD
Microbusiness			PD				PD
Designated Consumption Lounge				PD	PD	PD	PD
Marihuana, Medical							
Grower							
Processor							
Safety Compliance		P	P		PD	P	P
Secure Transporter							PD
Provisioning Center		PD		PD	PD	PD	PD

50-4.4 A. Residential/Lodging Uses

(4) Residential.

(c) In a CC district, residential is permitted except as follows:

(1) Detached, single unit residential is not permitted.

(2) Residential units are not permitted in the ground floor occupied space of a building that directly fronts the front property line.

50-4.4 A. Residential/Lodging Uses

(5) Residential, Multi Family. Five (5) or more dwelling units located within a primary structure on a lot. In the districts where Residential Multi Family is Permitted with Development Standards ("PD"), the following standards apply.

(a) Multi Family units are not permitted in a building's ground floor occupied space (refer to 50.1-3.MM Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Community Commercial (CC), Multiple Family units are not permitted in the ground floor occupied space that directly fronts the front property line.

50-4.4 A. Residential/Lodging Uses

(6) Rooming House. A type of group living use in which space is let primarily for sleeping purposes, with or without meals, by the owner or agent to persons who are not related to the owner or operator by blood, marriage, or adoption. In the districts where a rooming house is Permitted with Development Standards (“PD”), the following standards apply.

(a) Rooming House units are not permitted in a building’s ground floor occupied space (refer to 50.1-3.MM Occupied Space). Refer to Article 5 Zoning Standards for details and exceptions.

(b) In Community Commercial (CC), Rooming House units are not permitted in the ground floor occupied space that directly fronts the front property line.

50-4.4 A. Residential/Lodging Uses

(7) Transitional Residence. A residential facility that provides temporary accommodations and on-site management, including 24-hour care, for its residents. Transitional residences can accommodate both individuals and families and can serve a variety of populations, such as the homeless, domestic violence victims, or those recovering from addictions. Residency often requires attendance at classes, trainings, or counseling sessions which may occur on-site. Residents typically do not keep personal vehicles on site. In districts where a transitional residence is Permitted with Development Standards (“PD”), the following standard applies.

(a) In Community Commercial (CC), Transitional Residence units are not permitted in the ground floor occupied space that directly fronts the front property line.

50-4.4 C. Commercial

(1) Adult Regulated Uses.

(a) Purpose.

[1] In the development and execution of this ordinance, it is recognized that there are some uses, commonly known as adult uses or sexually oriented businesses, which, because of their very nature, have serious objectionable operational characteristics. The impacts

of these objectionable characteristics are exacerbated when several adult uses are concentrated under certain circumstances or when one or more of them are located in near proximity to a residential use or zone, religious assembly, school, park, playground or public recreational area, thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to prevent these adverse effects and to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. The controls contained within this ordinance are for the purpose of preventing the negative secondary effects associated with adult uses and to prevent a concentration of these uses within any one area, or to prevent deterioration or blighting of a nearby residential neighborhood.

[2] It is the purpose of this ordinance to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the City. The provisions of this ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution of obscene material.

(b) Findings.

[1] This Ordinance is based on evidence of the adverse secondary effects of adult uses that are within the common knowledge of municipalities and is widely reported in judicial opinions, media reports, land use studies, and crime impact reports made available to the City Commission, several of which are set forth in this Ordinance. Additionally, the City Commission relies on repeated judicial findings of municipalities' reasonable reliance on this body of secondary effects evidence to support time, place, and manner regulations of sexually oriented businesses. The City Commission relies upon and incorporates the findings of secondary effects discussed in the following nonexhaustive list of cases from the U.S. Supreme Court: *Pap's A.M. v City of Erie*, 529 U.S. 277 (2000); *City of Los Angeles v Alameda Books, Inc.*, 122 S. Ct 1728 (2002); *City of Renton v Playtime Theatres, Inc.* 475 U.S. 41 (1986); *Young v American Mini Theatres*, 426 U.S. 50 (1976); *Barnes v Glen Theatre, Inc.*, 501 U.S. 560 (1991); *FW/PBS, Inc. v City of Dallas*, 493 U.S. 215 (1990); *California v LaRue*, 409 U.S. 109 (1972).

[2] The City Commission also relies on relevant decisions of federal appellate and trial courts: *DLS, Inc. v City of Chattanooga*, 107 F 3d 403 (6th Cir. 1997); *Currence v City of Cincinnati*, 2002 U.S. App. LEXIS 1258; *Broadway Books v Roberts*, 642 F. Supp. 486 (E.D. Tenn. 1986); *Bright Lights, Inc. v City of Newport*, 830 F. Supp. 378 (E.D. Ky. 1993); *Richland Bookmart v Nichols*, 137 F 3d 435 (6th Cir. 1998); *DejaVu v Metro Government*, 1999 U.S. App. LEXIS 535 (6th Cir. 1999); *Bamon Corp. v City of Dayton*, 7923 F 2d 470 (6th Cir. 1991); *Triplett Grille, Inc. v City of Akron*, 40 F 3d 129 (6th Cir. 1994); *O'Connor v City and County of Denver*, 894 F 2d 1210 (10th Cir. 1990); *DejaVu of Nashville, Inc., et al v Metropolitan Government of Nashville and*

Davidson County, 274 F 3d 377 (6th Cir. 2001); ZJ. Gifts D-2, LLC v City of Aurora, 136 F 3d 683 (10th Cir. 1998); ILQ Investments, Inc. v City of Rochester, 225 F 3d 1413 (Eighth Cir. 1994); World Wide Video of Spokane, Inc. v City of Spokane, 227 F 3d 1143 (E.D. Wash. 2002); Threesome Entertainment v Strittmother, 4 F. Supp. 2d 710 (N.D. Ohio 1998); Kentucky Restaurant Concepts, Inc v City of Louisville and Jefferson County, 209 F. Supp. 2d 672 (W.D. Ky. 2002).

[3] Additionally, the City Commission expressly relies upon Michigan cases relating to adult businesses, municipal regulatory authority, and public nuisances including, but not limited to, the following cases: Rental Property Owners Association of Kent County v City of Grand Rapids, 455 Mich 246, 566 NW2d 514 (1996); Michigan ex rel Wayne County Prosecutor v Dizzy Duck, 449 Mich 353, 535 NW2d 178 (1995); City of Warren v Executive Art Studio, 1998 Mich App LEXIS 2258 (1998); Tally v City of Detroit, 54 Mich App 328 (1974); Jatt, Inc v Clinton Township, 224 Mich App 513 (1997).

[4] The City Commission notes that media reports document the harms associated with adult businesses as well: See, e.g., Muskegon Man Convicted in Beating Death of Adult Bookstore Manager, Associated Press State & Local Wire, Sept. 9, 1999; Katie Merx, X-Rated Inkster Theater Razed: Officials, Cops, Residents Cheer Demolition of Melody, An Embarrassment for 22 Years, The Detroit News, August 19, 1999, at D3 (discussing documented sexual activity in and around adult business); Craig Garrett, Suburbs Declare War on Smut Shops, The Detroit News, June 30, 1999, at A1 (describing how adult theater patrons would solicit young people in the area for sex); Justin Hyde, Warren Leaders Want to Pursue Product Liability Against Porn

Shop, Associated Press State & Local Wire, Feb. 4, 1999 (child rapist arrested in peep show establishment).

[5] The City Commission further relies on reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona — 1984; Minneapolis, Minnesota — 1980; Houston, Texas — 1997; Indianapolis, Indiana — 1984; Amarillo, Texas — 1977; Garden Grove, California — 1991; Los Angeles, California — 1977; Whittier, California — 1978; Austin, Texas — 1986; Seattle, Washington — 1989; Oklahoma City, Oklahoma — 1986; Cleveland, Ohio — 1977; Dallas, Texas — 1997; McCleary Report, Alliance, Ohio — 2002; Tucson, Arizona — 1990; Testimony, Warner-Robins, Georgia — 2000; St. Croix County, Wisconsin — 1993; Bellevue, Washington — 1998; Newport News, Virginia — 1996; St. Cloud, Minnesota — 1994;; New York Times Square Study — 1994; Phoenix, Arizona — 1995-1998; and also on findings of physical abuse from the paper entitled “Stripclubs According to Strippers: Exposing Workplace Sexual Violence” by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota, and from “Sexually Oriented Businesses: An Insider’s View” by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12,2000, and the Report of the Attorney General’s Working Group on the Regulation of Sexually Oriented Businesses (June 6, 1989, State of Minnesota). Based on the cases and reports documenting the adverse impact of adult businesses, the City Commission finds:

[a] Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property

crimes, prostitution, potential spread of disease, lewdness, public indecency, illicit drug use and drug trafficking, negative impacts on property values, urban blight, pornographic litter, and sexual assault and exploitation.

[b] Sexual acts, including masturbation, oral and anal sex, occur at unregulated sexually oriented businesses, especially those that provide private or semi-private booths, rooms, or cubicles for viewing films, videos, or live sexually explicit shows.

[c] Each of the foregoing negative secondary effects constitutes a harm that the City has a substantial governmental interest in preventing and/or abating.

(c) Applicability. The following adult regulated uses are subject to these controls:

- [1] Adult arcade or mini-motion-picture theaters;
- [2] Adult bookstores, adult novelty stores, or adult video stores;
- [3] Adult booths;
- [4] Adult cabarets;
- [5] Adult motels;
- [6] Adult motion-picture theaters;
- [7] Adult outdoor motion-picture theaters;
- [8] Adult model studios;
- [9] Adult physical culture businesses;
- [10] Adult theaters; and
- [11] Adult personal service businesses.

(d) Conditions. All adult regulated uses shall comply with all of the following conditions:

- [1] No person or entity shall operate or maintain or cause to be operated or maintained an adult regulated use within 750 feet of:

- [a] A religious assembly;
- [b] A public or private educational facility, including but not limited to, child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges and universities. School shall include the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school;
- [c] Family day care homes or group day care homes;
- [d] An entertainment use that has as its principal use children or family entertainment as demonstrated by business activity that caters predominantly to on-site patronage by minors and is open for such business at least 25 hours per week;
- [e] A lot or parcel of land in any zone primarily devoted to a residential use;
- [f] Any other adult regulated use as defined in this chapter.
- [g] A public park or recreational area that has been designated for park or recreational activities, including but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball, tennis court, wilderness areas, or other similar public land within the City that is under the control, operation, or management of the City or other unit of government;
- [h] A zoning district boundary of a residential district as defined in the City Zoning Ordinance.

[1] For purposes of the uses listed in Subsections 4.a.(1) through (6) above, the distance limitations above shall be measured in a straight line without regard to intervening

structures or objects from the lot occupied by the adult regulated use to the nearest point of the lot occupied by any of the uses so listed in Subsection 4.a.(1) through (6).

[2] For purposes of Subsections 4.a.(7) and (8), the distance limitations shall be measured in a straight line without regard to intervening structures or objects from the property line of the lot occupied by the adult regulated use to the nearest point of the property line occupied by the public park or other recreational areas so listed in Subsection 4.a(7) or the zoning district boundary of the residential district as provided in Subsection 4.a(8).

[3] No building, premises, structure, or other facility that contains any adult regulated use shall contain any other kind of adult regulated use. The Zoning Board of Appeals may grant permission for more than one adult regulated use to operate in a single building, provided that an equal or greater number of adult regulated uses are removed from elsewhere in the City. The location where an adult regulated use is removed pursuant to this section shall not be reused for any adult regulated use in the future. If the Zoning Board of Appeals grants permission for more than one adult regulated use to operate in a single building, it shall not be construed to be a violation of Subsection 4.a(6).

[4] Adult regulated uses shall comply with all sign requirements in § 4.2.B: Adult Regulated Uses, and in Chapter 7: Signs.

[5] No advertisement, display of product or entertainment on the premises, signs or other

exhibits that display “specified sexual activities” and/or “specified anatomical areas” shall be displayed in window areas or other area where the same can be viewed by pedestrians and motorists on any street, sidewalk, or other public place.

[6] No person shall reside in, or permit any person to reside in, the premises of an adult regulated use.

[7] No person operating an adult regulated use shall knowingly permit any person under the age of 18 to be on the premises of said business, either as an employee or as a customer.

[8] No person shall become the lessee or sublessee of any property for the purpose of using said property for an adult regulated use without the express written permission of the owner of the property for such use and appropriate approvals from the City of Kalamazoo.

[9] The building and site, including building openings, entries, exits and windows, shall be designed, constructed, and maintained so that material, entertainment, and/or performances that display “specified sexual activities” and/or “specified anatomical areas” cannot be observed by pedestrians and motorists on any street, sidewalk, or public right-of-way, or from an adjacent land use.

[10] The adult regulated use shall satisfy all requirements for a full site plan and all landscaping requirements of the City Zoning Ordinance. The adult regulated use shall also demonstrate that the site meets all of the

traffic and access management standards of the City of Kalamazoo. The site plan shall include a diagram that shows all land use zoning districts and any of the uses described in Subsection 4.a above which are located within 750 feet of the proposed adult regulated use.

[11] No adult regulated use shall operate until it has satisfied all provisions of this chapter, all other applicable provisions of the Zoning Ordinance, and any other federal, state or local regulations.

(e) Change of Use by Lessee or Sublessee. No lessees or sublessee of any property shall convert that property from any other use to an adult regulated use unless the location of the property conforms to the standards in Subsection 4 above.

(f) Certain Uses Exempt. The following uses are exempt from the provisions of the terms and conditions of this chapter and are subject to the other provisions of the City Zoning Ordinance, and the following uses shall not be construed to be included in any of the definitions of this chapter:

[1] Accredited hospitals, nursing homes, sanitariums or other licensed health care facilities, physicians, surgeons, chiropractors, osteopaths, physical therapists, registered nurses, and other establishments or professionals duly licensed under the laws of the state while engaged in the activities for which they are so licensed.

[2] Barbers, beauticians, barber shops, and beauty parlors licensed under the laws of the state that also offer massages, provided that massages involved are limited to the head, shoulders, scalp, neck, hands, and feet. Such establishments that also provide activities that

fall under the definition of “adult personal service business” in this chapter shall, however, be governed by the provisions, terms, and conditions of this chapter.

[3] Public and parochial school and college or professional athletic coaches and trainers while acting within the scope of their school employment; and

[4] Professional massage therapy enterprises, where each massage therapist has met the following criteria:

- [a] Proof of graduation from a school of massage licensed by the State of Michigan or another state with equivalent standards, consisting of at least 500 classroom hours of instruction and practical training that include 300 hours of theory and practice of massage therapy, 100 hours of anatomy and physiology, and 100 hours of elective subjects; or proof of completion of a comprehensive course of study in a massage training program at an American community college or university that requires at a minimum the training and curriculum above; and
- [b] Proof of current professional membership in the American Massage Therapy Association, International Myomassethics Federation, Associated Bodywork and Massage Professionals, or other national massage therapy organization with comparable prerequisites for certification, including liability insurance and testing.

[5] Nonprofit organizations operating a community center, swimming pool, tennis court, or other educational, cultural, recreational, or athletic facilities that are used primarily for the welfare of the residents of the area.

[6] Unlawful Activities. Nothing contained in this chapter is intended, or shall be construed, to permit or authorize activities that are unlawful under state law or City ordinance.

Renumber rest of sections. (2) to (12)

50-4.4 D. Industrial (1) Craftsman Industrial

(c) Outdoor Storage. Outdoor storage of goods is permitted in Live-Work 2 and Community Commercial (CC) with Craftsman Industrial uses provided the area used for storage is less than or equal to five (5) percent of the site's lot area. Refer to 4.5.C(9) for additional requirements.

Table 4.5-1 Accessory Uses & Structures Table:

Uses & Structures	District							All R
	Node	LW 1	LW 2	D1	D2	D3	CC	
Accessory Dwelling Units (ADU)	PD	PD	PD		PD	PD	PD	PD
Agriculture	PD	P	P	PD	PD	PD	PD	
Drive Through	PD	PD	PD		PD	PD	PD	
Food Truck	PD	PD	PD		PD	PD	PD	
Home Occupation	PD	PD	PD	PD	PD	PD	PD	PD
Kiosk	PD	PD	PD		PD	PD	PD	
Outdoor Storage	PD	PD	PD				P	

Secondary Building	PD	PD	PD	PD	PD	PD	PD	PD
Sidewalk Café	PD	PD	PD	PD	PD	PD		

50-4.5 Accessory Uses & Structures (2) Agriculture

- (a) Agriculture as an accessory use shall not prevent a lot from meeting its lot type **or dimensional requirements**, refer to Article 5 Zoning Standards.

50-4.5 Accessory Uses & Structures (3) Drive Through

- (a){2} Other Districts. A drive through is permitted in the rear yard. If the lot does not front a Priority or Main Street, a drive through is also permitted in the side yard, **and in Community Commercial (CC) it is also allowed in the corner yard.**

50-5 Zoning District Standards **Remove “Lot Types” from Article title**

50-5.1 General Requirements. **Remove “Lot Types” from this title**

- A. Applicability.** The following shall apply to all new construction and renovation of existing structures in the Zoning District in alignment with the parameters in 50-1.4 Nonconformances.
- B. General Standards.** The following standards apply in all Zoning Districts.
 - (1) **Uses.** Refer to Table 4.1-1 Use Table for permitted uses per district.
 - (2) **Right-of-way Improvements.** Projects must follow the City’s Street Design Manual when developing adjacent to a public street.
 - (a) **Sidewalk.** Installation of new sidewalk is required for all development and redevelopment projects. Repair of existing sidewalk to meet American Disability Association (ADA) City requirements is also required for all projects requiring Site Plan Review.
- C. Development Standards.** Development and redevelopment in zoning districts shall follow the standards in this section.
 - (1) **Standards Defined.** The standards that regulate development are generally defined in sections 50-5.2-5, which include Building Siting, Height, Use, Street Facing Facades.

(2) Districts with Lot Type Standards (refer to Table 5.1-1 Permitted Lot Type by District) follow the standards for the selected lot type, as outlined beginning with 50-5.6 Lot Type Standards.

(3) Districts with Dimension Standards follow the standards listed in Table 5.5-2 Dimension Standards by District.

Table 5.1-1 Permitted Lot Types By Zoning District (Refer to 50-5.6 Lot Type Standards).

Lot Type	Zoning District					
	Node	LW1	LW2	D 1	D2	D3
Commerce	P			P	P	
Flex		P	P		P	P
Cottage Commercial	PD	P	P			P
Civic		P	P		P	P
Warehouse			P			
Yard-Attached		P	P			P
Yard - Detached		P	PD			PD
Outdoor Market		P	P			P

Table 5.1-2 Dimension Standards by District

Standard	Zoning District
	CC
Lot Area	
Min. Lot Area for Rezoning	1 acre
Max. Lot Area for Rezoning	-
Min. Lot Area	-

Setbacks	
Front	-
Corner Side	-
Side	0', 25' next to R District
Rear	0', 25' next to R District
Max. Lot Coverage	80%, 10% semi-pervious
Multiple Principal Buildings Allowed	Yes
Max. Height	6 stories
Facade	
Vehicle Entrance Bays	-
Entrance Type & Transparency	Storefront, Stoop, or Arcade on street facing facades within 25' of front and corner side property lines; Minimum transparency per entrance type
Access	
Driveway Location	1/street frontage less than 100' in width; additional permitted for every 75' of frontage
	Shared access across parcels and shared driveways is encouraged

DELETE 50-5.1B Lot Type Requirements

50-5.2 Building Siting

- A. Street Frontage. Refers to locating the building(s) on a lot. Refer to Figure 5.2-1 Building Siting.

Figure 5.2-1 Building Siting

- B. Lot Area

(3) Minimum Lot Area for Rezoning. Measured in square feet, it is the minimum size a lot can be to be zoned this district.

(4) Maximum Lot Area for Rezoning. Measured in square feet, it is the maximum size a lot can be to be zoned this district.

(5) Minimum Lot Size. Measured in square feet, it is the smallest square footage allowed for the creation of a new lot in a zoning district.

- D. Parking, Loading, and Site Access.

(3) Vehicle Entrance Bay. The façade of the building on which an entrance bay to interior parking or other use is permitted.

(4) Driveway Location. The permitted locations for vehicular access.

(b) If an alley is not available, driveway location is noted by Lot Type (refer to 5.6 Lot Types) or District (refer to Table 5.5-2 Dimension Standards).

(c) Driveways on corner lots must be at least thirty (30) feet from the corner of the Lot.

50-5.3 Height

- A. Height. Building height is measured as follows. Refer to Figure 5.3-1 Measuring Height.

(1)(a) Measurement. Building height is measured by stories.

[1] A minimum and/or a maximum height may be given.

[2] This measurement does not include rooftop mechanicals.

[3] A ground floor with a floor-to-floor height of twenty (20) feet or more will be counted as two (2) stories for overall height of a structure.

50-5.4 Uses.

Permitted uses are outline in Table 4.1-1 Use Table. Refer to the Lot Type Standards (50-5.6) for specific requirements by Lot Type. See Figure 5.4-1 Permitted Uses per Floor.

50-5.5 Street Facing Facades.

- (1) Transparency. The percentage of a façade that has clear, non-reflective windows that allow visibility into a building of at least four (4) feet. It is expressed as a percentage of windows to total façade area. Refer to Figure 5.5-1 Measuring Transparency.

(a) Ground Floor. Transparency is determined by entrance treatment, unless otherwise noted. Refer to 50-5.5(B) [DELETE in the Lot Type]

(b) Upper Floor. Transparency is noted by Lot Type.

(d) Porch Entrance Type.

[1] Transparency. Per Lot Type or District, unless the porch is fully enclosed in which case a minimum of forty (40) percent is applied. Refer to Figure 5.5-1. Measuring Transparency.

The updated text is in **RED**. These edits resulted from applying the standards over the last 3-years and the need to clarify the wording of some standards

Chapter 50-4.4

E. Adult-use marihuana. A category of uses permitting adult use establishments licensed pursuant to the MRTMA and Chapter 20B of the City ordinances.

(1) General provisions. The following apply to all adult use marihuana establishments, unless otherwise noted.

(a) General requirements.

[1] All location criteria and required separation distances apply to both new marihuana establishments and to any proposed change in the location of an existing marihuana establishment.

[2] All location criteria and required separation distances apply to both marihuana establishments and similar protected uses located in adjacent governmental jurisdictions.

[3] A marihuana establishment is prohibited from operating in any residential zoning district or in a residential unit.

[4] Drive throughs are not permitted with any establishment.

[5] Co-Location. Where permitted, marihuana establishments may operate from a location shared with an equivalent licensed marihuana establishment. The following are required for this co-location.

[a] Entrances to each establishment shall be physically separated.

[b] Each establishment must have distinct and identifiable areas designated within the structure.

[c] Each establishment suite or tenant space must have a separate address

[d] Each establishment must have separate inventory, record keeping, and point of sale operations.

[6] A licensee may not operate a marihuana establishment at any place in the City other than the address provided in the application on file with the City Clerk.

[7] A licensee must operate the licensed establishment in compliance with all applicable state and City regulations for that type of establishment.

(b) Location criteria. All marihuana establishment types must meet the following location criteria, except safety compliance operations:

[1] Required distance.

[a] A marihuana establishment must not operate within 1,000 feet of a preexisting private or public school, providing education in kindergarten or any grades 1 through 12.

[b] A marihuana establishment must not operate within 500 feet of a preexisting state-licensed childcare center, public playground, public pool, or youth center.

[2] Measuring the required distance. The required distance is measured in a straight line from the nearest property line of a protected use to the nearest portion of the building or unit in which the marihuana establishment is located.

(c) Shared location. Marihuana establishments may operate from a location shared with an equivalent licensed marihuana facility, **except where a separation distance is required.**

(2) Grower establishments. Growers are licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments. The three grower license types are Class A (authorized to grow up to 100 plants); Class B (authorized to grow up to 500 plants); and Class C (authorized to grow up to 2,000 plants). An excess grower holds five Class C adult use marihuana grower and at least two Class C medical marihuana grower licenses. In the zoning districts where a grower establishment is permitted with development standards, the following standards apply:

(a) Class A grower establishments are permitted as follows:

[1] In Zones Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).

[2] In Zone CC, all grow operations must be conducted within an enclosed building.

(b) Class B and Class C grower establishments are permitted in Zones Limited Manufacturing (M1), and General Manufacturing (M2).

(c) Excess grower establishments are permitted in Zone General Manufacturing (M2).

(d) Permitted outdoor activities. All grower facilities and operations must be within an enclosed building, except cultivation may occur in an outdoor area under the following conditions.

[1] Area is contiguous with the facility building.

[2] Area is fully enclosed by fences or barriers that block outside visibility of the marihuana plants from public view.

- [3] Marihuana plants cannot grow above the height of the fence or barrier.
- [4] The fence is secured and only accessible to authorized persons and emergency personnel.
- [5] Area is located at least 500 feet from a residential zone district.

(3) Processor establishments. Processors are licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments. In the zoning districts where a processor establishment is permitted with development standards, the following standards apply:

(a) Permitted in Limited Manufacturing (M1) and General Manufacturing (M2).

(b) All processing operations must be conducted within an enclosed building.

(4) Safety compliance operations establishment. Safety compliance establishments are licensed to test marihuana, including certification for potency and the presence of contaminants. In the districts where safety compliance facility is permitted with development standards, the following standards apply:

(a) Permitted in the following zones. Community Commercial (CC), Live Work 1 (LW1), Live Work 2 (LW2), Downtown 3 (D3), Business Technology, and Research (BTR), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) Street type limitations. In Downtown 2 (D2), a safety compliance facility cannot be located in the occupied space along a priority street side of a building.

(5) Secure transporter establishment. Secure transporter establishments are licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments. In the zoning districts where secure transporter establishment is permitted with development standards, the following standards apply:

(a) Permitted in Zones Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) In Zone CC, warehousing activity is only permitted as an accessory use to the principal permitted secure transporter use.

(6) Retailer establishment. Retailer establishments are licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older. In the zoning districts where a retailer establishment is permitted with development standards, the following standards apply:

(a) Permitted in the following zones:

[1] Live Work 1 (LW1) when located on a suburban, connector, or main street type.

[2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a priority, suburban, connector, or main street type.

[3] Community Commercial (CC).

(b) Permitted in Zones Limited Manufacturing (M1) and General Manufacturing (M2) when operated as part of a single establishment engaged in grower and processor operations.

(c) All retailer activities must be conducted within an enclosed building.

(d) A retailer is not permitted on the same property or parcel or within the same building where any of the following are located:

[1] A package liquor store.

[2] A convenience store that sells alcoholic beverages.

[3] A fueling station that sells alcoholic beverages.

(e) A separation distance of 1,000 feet is required from any other provisioning center or retailer, **except when the retailer is co-located with a provisioning center, as provided by state regulations and this ordinance, and except in the following situations.**

[1] A separation distance of 500 feet is permitted when an applicant or a group of applicant-owners with 51% or more ownership in the retailer establishment is one of the following:

[a] A City of Kalamazoo resident living within Census Tracts 1, 2.02, 3, 9, and 10 for the past three years.

[b] A City of Kalamazoo resident with a marihuana conviction that does not involve distribution of a controlled substance to a minor.

[2] A location shared with a licensed provisioning center.

(f) A retailer is not allowed within 660 feet of the following intersections: East Cork Street and South Burdick Street, the intersection of East Cork Street and Portage Street, and the intersection of West Ransom Street and North Westnedge Avenue.

(g) The consumption of marijuana products is not permitted on the premises of at a retail establishment.

(7) Microbusiness establishment. Microbusiness establishments are licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance establishment, but not to other marihuana establishments. In the zoning districts where a microbusiness establishment is permitted with development standards, the following standards apply:

(a) Permitted in Zones Community Commercial (CC), Live Work 2 (LW2), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) In Zones CC and LW2, the following requirements apply:

[1] All business activities must be conducted within an enclosed building.

[2] The use of any substances with a flashpoint below 100° F. for processing is prohibited.

(c) A separation distance of 500 feet is required from another microbusiness establishment with the following exceptions:

[1] A separation distance of 250 feet is permitted when an applicant or a group of applicant-owners with 51% or more ownership in the microbusiness establishment is one of the following:

[a] A City of Kalamazoo resident living within Census Tracts 1, 2.02, 3, 9, and 10 for the past three years.

[b] A City of Kalamazoo resident with a marihuana conviction that does not involve distribution of a controlled substance to a minor.

[2] No separation distance is required within Zones Limited Manufacturing (M1) or General Manufacturing (M2).

(8) Designated Consumption Establishment. A designated consumption establishment is a commercial space that is licensed for the consumption of marihuana products by persons 21 and older. In the zoning districts where a designated consumption establishment is permitted with development standards, the following standards apply.

(a) Permitted in the following zones:

[1] Community Commercial (CC).

[2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a priority, suburban, connector, or main street type.

(b) Indoor activities. Consumption of marihuana products must occur indoors.

(c) A consumption establishment is not permitted on the same property or parcel or within the same building where any of the following uses are located:

[1] A package liquor store.

[2] A convenience store that sells alcoholic beverages.

[3] A fueling station that sells alcoholic beverages.

F. Medical marihuana. A category of uses permitting medical marihuana facilities licensed to operate pursuant to the MMFLA and Chapter **20B** of the City ordinances.

(1) General provisions. The following apply to all medical marihuana facilities, unless otherwise noted.

(a) General requirements.

[1] All location criteria and required separation distances apply to both new medical marihuana facilities and to any proposed change in the location of an existing medical marihuana facility.

[2] All location criteria and required separation distances apply to both medical marihuana facilities and similar protected uses located in adjacent governmental jurisdictions.

[3] A medical marihuana facility must not operate in any residential zoning district or in a residential unit.

[4] Drive throughs are not permitted with any facility.

[5] Co-Location. Where permitted, marihuana facilities may operate from a location shared with an equivalent licensed marihuana facility. The following are required for this co-location.

[a] Entrances to each facility shall be physically separated.

[b] Each facility must have distinct and identifiable areas designated within the structure.

[c] Each facility suite or tenant space must have a separate address

[d] Each facility must have separate inventory, record keeping, and point of sale operations.

[6] A licensee may not operate a marihuana facility at any place in the City other than the address provided in the application on file with the City Clerk.

[7] A licensee must operate the licensed facility in compliance with all applicable state and City regulations for that type of facility.

(b) Location criteria. All marihuana facility types must meet the following location criteria from protected uses, except safety compliance facilities.

[1] Required distance.

[a] A marihuana facility must not operate within 1,000 feet of a preexisting private or public school, providing education in kindergarten or any grades 1 through 12.

[b] A marihuana facility must not operate within 500 feet of a preexisting state-licensed childcare center, public playground, public pool, or youth center.

[2] Measuring the required distance. The required distance is measured in a straight line from the nearest property line of a protected use to the nearest portion of the building or unit in which the marihuana facility is located.

(c) Shared location. Marihuana facilities may operate from a location shared with an equivalent licensed marihuana facility, except where a separation distance is required.

(2) Grower facility. A licensee that is a commercial entity located in this state that cultivates, dries, trims or cures and packages marihuana for sale to a processor or provisioning center. The three grower license types are Class A (authorized to grow up to 500 plants); Class B (authorized to grow up to 1,000 plants); and Class C (authorized to grow up to 1,500 plants). In the districts where grower facility is permitted with development standards, the following standards apply:

(a) Grower facilities are permitted in Limited Manufacturing (M-1) and General Manufacturing (M-2).

(b) Permitted outdoor activities. All grower facilities and operations must be within an enclosed building, except cultivation may occur in an outdoor area under the following conditions.

[1] Area is contiguous with the facility building.

[2] Area is fully enclosed by fences or barriers that block outside visibility of the marihuana plants from public view.

[3] Marihuana plants cannot grow above the height of the fence or barrier.

[4] The fence is secured and only accessible to authorized persons and emergency personnel.

[5] Area is located at least 500 feet from a residential zone district.

(c) Multiple facilities on a lot. The following applies for multiple facilities on one lot.

[1] Except as permitted by state regulatory rules for Class C growers, only one medical marihuana grower facility license is allowed per parcel or lot.

(2) Licensees may occupy the same premises if holding separate grower and processor licenses for the premises.

(3) Processor facility. A licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center. In the districts where processor facility is permitted with development standards, the following standards apply:

(a) A processor facility is permitted in Limited Manufacturing (M-1) and General Manufacturing (M-2).

(b) Only one medical marihuana processor facility license permitted per parcel or lot.

(c) All processing operations must be conducted within an enclosed building.

(d) Licensees may occupy the same premises if holding separate grower and processor licenses for the premises.

(4) Secure transporter facilities. A licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee. In the districts where a secure transporter facility is permitted with development standards, the following standards apply:

(a) A secure transporter facility is permitted in Community Commercial (CC), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) In Zone CC, warehousing activity is only permitted as an accessory use to the principal permitted secure transporter use.

(5) Safety compliance facility. A licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility. In the districts where safety compliance facility is permitted with development standards, the following standards apply.

(a) Permitted in the following zones: Community Commercial (CC), Live Work 1 (LW1), Live Work 2 (LW2), Downtown 3 (D3), Business, Technology, and Research (BTR), Limited Manufacturing (M1), and General Manufacturing (M2).

(b) Street type limitations. In Downtown 2 (D2), a safety compliance facility cannot be located in a building's occupied space fronting a priority street.

(6) Provisioning center. A licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers.

Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with the Michigan Medical Marihuana Act, MCL § 333.26421 et seq., is not a provisioning center for purposes of this article. In the districts where provisioning center facility is permitted with development standards, the following standards apply:

(a) Permitted in the following zones:

[1] Community Commercial (CC).

[2] Downtown 1 (D1), Downtown 2 (D2), Downtown 3 (D3). In D3, only when located on a priority, suburban, connector, or main street type.

(b) Only one provisioning center license is permitted per parcel or lot.

(c) All provision center activities must be conducted within an enclosed building.

(d) A provisioning center is not allowed within 660 feet of the following intersections: East Cork Street and South Burdick Street, the intersection of East Cork Street and Portage Street, and the intersection of West Ransom Street and North Westnedge Avenue.

(e) A separation distance of 1,000 feet is required from any other provisioning center or retailer, **except when the provisioning center is co-located with a retailer as provided by state regulations and this ordinance.**

(f) A provisioning center is not permitted on the same property or parcel or within the same building where any of the following are located:

[1] A package liquor store.

[2] A convenience store that sells alcoholic beverages.

[3] A fueling station that sells alcoholic beverages.

(g) The consumption of marijuana products is not permitted on the premises of retail facility.

**CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____**

**AN ORDINANCE TO: AMEND CHAPTER 50 “ZONING”, OF THE CITY OF
KALAMAZOO CODE OF ORDINANCES TO REVISE VARIOUS ORDINANCE
PROVISIONS, AND ADD DEFINITIONS AND ZONING DISTRICTS TO CHAPTER 50
“ZONING”, OF THE CITY OF KALAMAZOO CODE OF ORDINANCES; TO AMEND
APPENDIX A “ZONING ORDINANCE” OF THE CITY OF KALAMAZOO CODE OF
ORDINANCES BY REPEALING CERTAIN PROVISIONS THAT ARE INCONSISTENT
WITH CHAPTER 50**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Chapter 50 “Zoning” of the Kalamazoo City Code of Ordinances is amended, as attached hereto, in order to:

- a. Add terms prohibiting the consumption of marihuana products at adult-use retail establishments, revising provisions pertaining to adult-regulated medical marihuana facilities for consistency, and to add provisions regarding co-location, same location, and separation distances with respect to adult-use marihuana establishments and medical marihuana facilities.
- b. Revise or add regulations, standards, and prohibitions for various uses, parking, and dimensional requirements.
- c. Add definitions and provisions for the “CC, Community Commercial District”, “Commercial Node District”, and “Adult Regulated Uses”.

Section 2. All provisions of Appendix A of the Kalamazoo City Code of Ordinances pertaining to the “CC, Community Commercial District” and “Adult Regulated Uses” are repealed.

Section 3. Construction. In the event of any conflict between the provisions of Chapter 50 “Zoning” and Appendix A “Zoning Ordinance”, the language of Chapter 50 is controlling.

Section 4. Severability. If any section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity and enforceability of the remaining portions of this ordinance.

Section 5. Effective Date. Pursuant to Section 13(a) of the City Charter, this ordinance shall take effect from and after 10 days from the date of its passage.

CERTIFICATE

The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____,

2022. Public notice was given, and the meeting was conducted in full compliance with the Open Meetings Act, (PA 267, 1976, M.C.L. § 15.261 et. seq). Minutes of the meeting will be available as required by the Act, and the ordinance was duly recorded, posted, and authenticated by the Mayor and City Clerk as required by the Charter of said City.

David Anderson, Mayor

Scott A. Borling, City Clerk

City of Kalamazoo
PLANNING COMMISSION
Meeting Minutes
April 7, 2022
DRAFT

Members Present: Gregory Milliken, Chair; David Burgess; Mariah Phelps; Brian Pittelko; Jennifer Swan; James Pitts; *Michael Harrison; Shardae Chambers; James Pitts

Members Excused: Sakhi Vyas, Vice Chair

City Staff: Christina Anderson, City Planner; Beth Cheeseman, Executive Administrative Assistant; Chris Praedel, City Commissioner; Charles Bear, Assistant Attorney

A. CALL TO ORDER/ROLL CALL

Commissioner Milliken called the meeting to order at 7:01 p.m.

Planner Anderson proceeded with roll call and determined that the aforementioned members were present.

Commissioner Milliken announced that they would not be able to take call-in comments during the meeting due to technical difficulties, but they would be able to stream the meeting. He also stated that the first item on the agenda regarding 116 Fellows would be adjourned and carried over to the next meeting per the applicant's request.

*Commissioner Harrison entered the meeting during Commissioner Milliken's announcements.

B. ADOPTION OF FORMAL AGENDA

Commissioner Phelps, seconded by Commissioner Burgess, moved approval of the April 7, 2022, Planning Commission agenda as presented. With a voice vote, the motion carried unanimously.

C. APPROVAL OF MINUTES

Commissioner Burgess, seconded by Commissioner Pittelko, moved approval of the March 3, 2022, minutes as presented. With a voice vote, the motion carried unanimously.

D. COMMUNICATIONS AND ANNOUNCEMENTS

None.

E. PUBLIC HEARINGS

1. P.C. #2022.02: 116 Fellows Avenue. OutFront Kalamazoo is requesting a special use permit for a transitional residence at 116 Fellows Avenue.

Commissioner Milliken announced that the applicant requested an adjournment of the public hearing to the May meeting of the Planning Commission.

Commissioner Harrison, seconded by Commissioner Pitts, moved to adjourn P.C. #2022.02 to the May Planning Commission Meeting. With a voice vote, the motion carried unanimously.

2. PC # 2022.03 Text Amendments to Chapter 50 Zoning Code Proposed by City Staff

Planner Anderson presented the text amendments to Chapter 50 of the zoning ordinance. She said the amendments come from running list staff keeps as they apply the code. The changes are based upon best practices, variance requests, and a need for clarification of wording.

Planner Anderson said that, based on variance requests, they changed the use definition of Bed and Breakfast. The language was adjusted to make sure it matched the intent of the code. They also made some changes to the parking code. They clarified how personal rvs can be stored on property and parked. Parking numbers changed, including those for industrial uses. Planner Anderson explained they originally had a parking requirement of one space for every two employees of a company's largest shift. That resulted in several variance requests. The ordinance was changed to one space per employee of their largest shift.

Planner Anderson said one item, allowing ground floor residential in the CC district, resulted in changes in multiple locations. She brought that District from Appendix A to Chapter 50. That included bringing the definition of the district, updating the use table and dimensional requirements.

Planner Anderson reported that through the application of the marihuana code, they determined clarification was needed for handling medical marihuana provisioning centers and adult use retailers. The code had different distances set from those uses to specific protected uses. She explained that the State allows those licenses to be stacked so they can sell medical and adult-use marihuana in one spot. The change allows them to be regulated the same. Planner Anderson said they clarified language and prohibited drive throughs.

Commissioner Phelps asked what constituted a marihuana drive-through. She wondered if it referred to a drive through window or curbside service. Planner Anderson clarified that it was for a drive through window. During Covid the State allowed temporary drive through facilities.

Commissioner Milliken asked if there were any tweaks or modifications to CC text that needed to be made to adapt to Chapter 50. Planner Anderson shared the change that residential uses are allowed on ground floor, but they should not be along the front façade. Dimensional standards, for the most part was kept the same - same height, and generally the same setbacks. She said they put in some design guidelines. Table 5.1-2 just has one district in it now but will be populated as they bring over all the commercial districts.

Commissioner Milliken asked if there is a maximum lot area for rezoning in the existing district. Planner Anderson said there is not. There is a minimum for Community Commercial. She indicated there would

be maximum lot areas associated with the upcoming new commercial districts. Planner Anderson expects there would be a maximum size to differentiate districts and to separate them.

Commissioner Milliken opened the public hearing.

No one from the public was in attendance, and the phone issue was not resolved.

Commissioner Milliken closed the public hearing.

Commissioner Phelps, seconded by Commissioner Harrison, moved to recommend approval of the Text Amendments to Chapter 50 Zoning Code to the City Commission.

Roll call vote was taken and passed unanimously.

F. PUBLIC COMMENTS:

None.

G. DISCUSSION/ACTION ITEMS

None.

H. REPORT:

Planner Andersons shared that the next sections of the code they would present would be the sign code, landscaping, screening, fencing, and lighting. The sign code is online and ready for review. She said they would bring that forward later this spring.

Planner Anderson reviewed the existing commercial districts: CO & CNO, CN-1 & CN-2, CC, CMU, Node, LW-1, LW-2, CBTR. She mentioned overlays, and that CNO and CN-2 are not mapped anywhere.

Planning Commissioners and staff were asked to check their microphones because they could not be heard through streaming.

Planner Anderson shared that some of the commercial districts are well intentioned, but don't do what they need them to do. She said they are working with consultants to look at their commercial districts to see what is working. Planner Anderson indicated they will go to Commercial Node, CC2, and CC.

Planner Anderson showed zoning maps for two corridors, Stadium Drive and Westledge. She spoke about the differences in parcel sizes, commercial vs. residential, auto dominated vs. walkable. She also said they looked to see the common size of the parcels. Planner Anderson said they've started to determine the standards and parameters of the districts.

Commissioner Harrison asked how different parcel sizes, traffic concerns, and traffic calming practices played into the rezoning. Planner Anderson said the 2025 Master Plan talks about all development as two pieces - what happens on lots and on the street next to it. She explained that you have to consider both pieces – the street impacts the success of a use. A person wouldn't front a home on a highway. The code already has street types that help guide uses, location of uses, and height in some cases. This is a continuation of that. Planner Anderson shared they are updating the zoning code because the code from 2005 doesn't necessarily reflect development patterns today. They also want to make sure they are setting standards that support what is happening on adjacent lots. She said they want the right set of uses that are flexible, creating minimum and maximum lot sizes that won't cause barriers. As they update, they keep those things in mind.

Commissioner Milliken said he will need more convincing on the value of minimum and maximum lot areas. He expressed worry that it will add standards where they're not needed and lead to more variance requests. Commissioner Milliken said he needs to know and understand what it will contribute. Most larger parcels are larger for a reason - usually coming for a rezoning for redevelopment or because there is some natural feature that limits use. Planner Anderson said there are no minimum lot sizes in LW-1 and LW-2. She said Commissioner Milliken's concerns are worth considering. Staff doesn't want to put things in the ordinance that will cause problems. Planner Anderson explained that if they want some areas to slowly evolve, a maximum lot size may help that happen. If there is a large parcel on a block of smaller parcels and it's coming for redevelopment, the encouraging factor could be the need to create smaller lots for the project.

Commissioner Milliken clarified that he is on board with lot size requirement in that district whether it is tied to rezoning or a lot split/land division process. He thought it was the mechanism that was the issue. Commissioner Milliken said someone could take 10 acres and rezone it to CC2, then come up with a plan that fits the vision. But they couldn't do that if they couldn't first rezone it. Planner Anderson said that one reason the map is taking so long is because she is going through it lot by lot. She is really trying to look at all the parcels.

Planner Anderson shared that drafts of landscaping and fencing will be released and put out for public review. She has a goal to set up public meetings in May and go to multiple locations throughout the city. She will provide an update at the next meeting as to where things stand.

Planner Anderson said the Sustainability Plan draft was released. It can be found on [imaginekalamazoo.com/projects](https://www.imaginekalamazoo.com/projects). Several virtual and in-person activities will be happening in the next few weeks. They will make the necessary edits, and then it will go to the City Commission for approval.

I. CITY COMMISSION LIAISON COMMENTS

City Commissioner Praedel expressed excitement about the Sustainability Plan. He said it is a 10 year guide with four key themes, 10 community goals, 29 strategies, and 81 actions. The first upcoming event is an open house in the Community room and then a virtual townhall on the 27th. Commissioner Praedel encouraged their attendance. He commented on the City's bond ratings. The City's general allocation

debt rating was given an AA- with a stable outlook. Commissioner Praedel shared that the City's utility funds, Water and Wastewater, each received an AA- with an improved outlook from negative to stable. They cited the biggest factor in the improvement was the City Commission's willingness to improve rates to support capital improvements to replace aging infrastructure. These ratings are significant positive indicators of management and financial factors across the board. Commissioner Praedel announced another highlight. The city will receive \$564,534 from the State's 2021 sales tax revenue sharing from marihuana. He shared that they are required to set aside 25% for social equity.

J. MISCELLANEOUS COMMENTS BY PLANNING COMMISSIONERS

Commissioner Chambers reminded Planning Commissioners about the May 3 election. She said that Kalamazoo Public Schools and law enforcement have millages to be renewed. She encouraged them to go vote or send in ballots.

Commissioner Pitts said it was good to see everyone again in the same circle – in-person.

Commissioner Harrison extended an invitation to Planning Commissioners to join him in reading the book, *13 Ways to Kill Your Community*, by Doug Griffiths. He said it is about different things leaders can do to get in the way of community growth.

Commissioner Milliken again apologized for the technical difficulties they experienced during the meeting.

K. ADJOURNMENT

Commissioner Milliken adjourned the meeting at 7:54 pm.



City Commission Agenda Report

City of Kalamazoo

Date: **6/6/2022**

Item: **K.1.**

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

FROM: City Attorney Recruitment Subcommittee of the City Commission (Mayor Anderson, Commissioner Decker, Commissioner Praedel)

DATE: June 6, 2022

SUBJECT: Approval of the Michigan Municipal League to Conduct the City Attorney Selection Process

RECOMMENDATION:

It is recommended that the City Commission approve the selection of the Michigan Municipal League's Executive Search Service to assist the City Commission in the hiring of the City Attorney position and authorize the City Manager to sign all documents on behalf of the City.

BACKGROUND:

Shortly after City Attorney Clyde Robinson announced his pending retirement, Mayor Anderson created a subcommittee to work with city staff on the selection of a recruitment firm for the filling of the City Attorney position. The subcommittee includes Mayor Anderson, Commissioner Decker, and Commissioner Praedel. It is assisted by the Human Resources Department and the City Manager's Office.

The subcommittee reviewed proposals from three executive search firms including: the Michigan Municipal League of Lansing, MI; Walsh Municipal Services of Okemos, MI; and Welch & Associates of Kalamazoo, MI. After reviewing the three proposals the subcommittee recommends that the City Commission move forward with the Michigan Municipal League's Executive Search Service to assist in the recruitment and filling of the City Attorney position.

The Michigan Municipal League has a long history of working with Michigan cities and filling high level executive positions including city managers, city attorneys, and police and fire chiefs. The city of Kalamazoo is a member of the Michigan Municipal League and is also a member of the League's Urban Core Mayors. The League has conducted multiple successful searches, has a competitive price compared to the other proposals, and the League brings a strong, broad, and diverse team to this process.

Once the City Commission has given its approval to move forward with the selection of the Michigan Municipal League, the subcommittee and city staff will work with the League's team to refine their process and schedule. The proposed process for the recruitment will be brought back before the City Commission so that all Commissioners have full input and involvement at every step of the recruitment process. There will also be opportunity for the public to give input on their ideas for their ideal candidate for the next city attorney.

At the end of the recruitment process, it will be the responsibility of the City Commission to select a new City Attorney since this position is one of the City Commission's direct appointees.

Although the price for the proposed services from the Michigan Municipal League falls below the range requiring City Commission approval (\$100,000 and above), the subcommittee is requesting that this item be approved by the full City Commission to ensure that all members of the Commission have an opportunity for involvement in each critical step of the process.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:

Good Governance

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.

There will be additional opportunities for Commission and public input during the recruitment and selection of a City Attorney.

FISCAL IMPACT:

Funds for the recruitment process are available in the Outside Contractual Services line item in the Human Resources and City Attorney's Office budgets.



EXECUTIVE SEARCH

Service Overview





michigan municipal league

The Michigan Municipal League has been committed to providing the best possible advocacy, resources, and service to Michigan communities since 1899. We provide our members with the tools and knowledge they need to effectively manage and develop their communities. With the League's intimate knowledge of communities' needs and challenges, we are in a unique position to provide a comprehensive executive search service.

The executive search service is a resource offered to strengthen the quality of municipal government and administration through successful placement of public leaders. The League is invested in the community before, during, and after the search and is dedicated to a long-term partnership. A typical League search takes at least 120 days and is customized to the specific needs of the community.



Executive Search Overview

Typical Service includes:

- Up to FOUR personal visits with the search facilitator
- Engagement of elected officials, department heads, and staff in the profiling process to facilitate consensus building around the necessary skills, knowledge, attributes, and team leadership expectations
- An extensive community profile and recruitment brochure
- Advanced marketing, including customized online advertising, targeted emails, and the League's social media
- Direct recruitment of passive candidates
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Assistance with the conditional offer of employment, background check, and contract negotiation

Package Price: \$17,000 for members and \$21,000 for nonmembers

Enhanced Service includes:

All Typical Services:

- Up to FIVE personal visits with the search facilitator
- Community roundtables during the profile processes
- Open house during interview process

Package Price: \$19,000 for members and \$23,000 for nonmembers



For a less complex search, the Basic Service includes:

Up to THREE personal visits with the search facilitator, which includes one day dedicated to interviews

- A community profile and recruitment brochure
- Standard marketing and advertising
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Background check

Package Price: \$14,000 for members and \$17,000 for nonmembers

Optional Services (Priced per service in addition to package cost):

- Community outreach meetings and public forums
- Recruitment video
- Social event or non-traditional setting for candidate screening
- Background checks at point of interview
- Media packet with press releases provided for the local media at key points



Services at a Glance

SEARCH TASKS	Search Levels		
PROFILING PROCESS	Basic	Typical	Enhanced
Engagement of Elected Officials	●	●	●
Engagement of Department Heads and Staff		●	●
Engagement of Community Members			●
Review Compensation Package	●	●	●
Standard Candidate Profile and Brochure	●	n/a	n/a
Extensive Candidate Profile and Brochure		●	●
ADVERTISING & MARKETING	Basic	Typical	Enhanced
Placement in League Classifieds Website	●	●	●
Standard Advertising (up to 3 job boards)	●	n/a	n/a
Advanced Advertising		●	●
Social Media Announcements	●	●	●
Direct Recruitment of Passive Candidates		●	●



SEARCH TASKS	Search Levels		
CANDIDATE SCREENING & SELECTION	Basic	Typical	Enhanced
Pre-Screening Activities/Application Analysis	•	•	•
Develop Standard Interview Format and Questions	•	n/a	n/a
Develop Robust Interview Format and Questions		•	•
Attendance During Interview Process	•	•	•
Assist and Attend Open House Function			•
Extend Conditional Offer w/ Sample Contract	•	•	•
Initiate Contract Negotiations		•	•
Conduct Full 3 rd -party Background Check	•	•	•
OUR GUARANTEE *Applies to municipal executives only	Basic	Typical	Enhanced
Our One-Year Guarantee		•	n/a
Our Two-Year Guarantee			•



Our Clients

The League has completed hundreds of executive searches since 1998. Many of our clients return to the League for executive search assistance because of their satisfaction with our work and their trust in the League to do its best for their community. Listed below are searches the League has performed in recent years:

Client	Position	Year	Population
Missaukee County	County Administrator	2021	14,849
Ionia	City Manager	2021	11,394
Farmington Hills	City Manager	2021	79,740
Elk Rapids	Village Manager	2021	1,642
Riverview	Police Chief	2021	10,694
East Grand Rapids	City Manager	2021	10,694
Clare	City Manager	2020	3,118
Flint	Finance Director	2020	102,434
Flint	Human Resources Director	2020	102,434
Ogemaw County	County Administrator	2020	21,699
Vassar	City Manager	2020	2,697
Quincy	City Manager	2020	1,652
Ishpeming	City Manager	2019	6,445
Grosse Pointe Park	City Manager	2019	11,125
Sault St Marie	City Manager	2019	13,631
Albion	City Manager	2019	8,285
Scottville	City Manager	2019	1,214
Caledonia	Village Manager	2019	1,511
Ludington	City Manager	2019	8,061
Gladwin	City Manager	2019	2,884
Battle Creek	Fire Chief	2018	52,347
Dewitt Township	Township Manager	2018	14,321
Hancock	City Manager	2018	4,634
Hart	City Manager	2018	2,126
Stanton	City Manager	2018	1,417
Cass City	City Manager	2017	2,428
Eaton Rapids	City Manager	2017	5,214
Emmet County	County Administrator	2017	32,694
Fraser	City Manager	2017	14,480
Gladstone	City Manager	2017	4,973
Lathrup Village	City Administrator	2017	4,075
Otsego	City Manager	2017	3,956
Rockford	City Manager	2017	5,719
St. Johns	City Manager	2017	7,865
Allegan	City Manager	2016	4,998
Benton Harbor	Finance Director	2016	9,889
Berkley	City Manager	2016	14,970
Bloomfield Hills	City Manager	2016	3,869
Durand	City Manager	2016	3,446
Elk Rapids	Village Manager	2016	1,642
Flint	DPUW Director	2016	97,738
Frankenmuth	City Manager	2016	4,944
Grand Rapids	City Attorney	2016	196,251
Grand Traverse County	Finance Director	2016	91,914
Grand Traverse County	Human Resources Director	2016	91,914
Gratiot County	County Administrator	2016	40,932
Lowell	City Manager	2016	3,783
Mount Clemens	City Manager	2016	16,340
Scio Township	Township Manager	2016	17,423
St. Joseph	Public Safety Director	2016	9,804
St. Joseph	Finance Director/Clerk	2016	9,804
Union Township	Township Manager	2016	7,615

Executive Search Service

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The executive search service is a resource offered to strengthen the quality of municipal government and administration through successful placement of public leaders. The League is invested in the community before, during, and after the search and is dedicated to a long-term partnership. A typical League search ranges from 120 days and is customized to the specific needs of the community.

Our typical level of service includes the following:

- An extensive community profile and recruitment brochure developed through department head and staff engagement
- Advanced marketing, including customized online advertising, targeted email, and the League's social media
- Direct recruitment of passive candidates
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Assistance with the conditional offer of employment, background check, and contract negotiation

We also provide enhance services including:

- Community outreach meetings and public forums
- Recruitment video
- Social event or non-traditional setting for candidate screening
- Community tours
- Site visits to finalist communities (expense for travel is additional)
- Media packet with press releases provided for the local media at key points during the search

Our Team



Joyce Parker

JOYCE A. PARKER

Joyce Parker is an ICMA Credentialed Manager and has worked in city management in several communities in Michigan and Illinois. She has worked as a City Manager and Township Manager in Jackson, Saginaw, Inkster, and Buena Vista Charter Township in Michigan. She also served as City Manager in Elgin, Illinois. Ms. Parker has served as Deputy State Treasurer with the State of Michigan, Department of Treasury. As Deputy State Treasurer, Ms. Parker was responsible for the Bureau of Local Government and School Services; State and Authority Finance; and the Michigan Infrastructure Council. She currently serves as President and CEO for The Municipal Group, which is a consulting firm that provides services to local government in the areas of personnel, labor relations, interim staffing, strategic planning, and financial and operating assessments. Ms. Parker received numerous awards including the Susan B. Anthony Award from the YMCA; the Spirit of Saginaw Award from the Saginaw Chamber of Commerce; the Jim Sinclair Award from the Michigan Municipal League; and the Outstanding Public Service Award from the Detroit Metropolitan Chapter of the American Society for Public Administration. Ms. Parker is a member of ICMA, Michigan Municipal Executives and a board member for The Library Network.



Glen Anderson

GLENN ANDERSON

Glenn Anderson has over 38 years of successful municipal management, downtown development, community development and economic development experience. He has served as village manager with the Village of Baraga and the Village of Ontonagon, and as city manager with the City of Hancock. He has served on the Board of the Portage Lake Water and Sewer Authority, and served as President of the Michigan Tech SmartZone Board of Directors. He received his bachelor's degree from Carthage College and his master's degree from Northern Michigan University.



Jeffrey L. Mueller

JEFFREY L. MUELLER

Jeffrey L. Mueller is an experienced and respected management professional. He has over 30 years of municipal experience, is an ICMA credentialed manager and a member of the Michigan Local Government Management Association. He has worked for the City of Lathrup Village, City of Madison Heights, and the City of Grosse Pointe Park. He has also served as the chair of the South Oakland County Water Authority, South Oakland County Resource and Recovery Authority, and the Michigan Municipal League Centennial Youth Committee. He received his Bachelor's Degree from Western Michigan University, attending the Institute for Public Administration at Central Michigan University, and holds a S2 Water Distribution License from the Michigan Department of Environmental Quality.



Jerry Richards

JERRY RICHARDS

Jerry Richards is an experienced local government manager with private sector experience in marketing, engineering, and recruitment services. He has served as both a township and city manager, in Meridian Charter Township, the City of Ludington, and the City of Corunna. Jerry was professionally recognized as the Local Government Manager of the Year in 2009 by his peers. He was a board member of the Michigan Local Government Management Association, a six-year member of the MDOT Asset Management Council, and a founding member and chair of the Michigan Local Government Benchmarking Consortium. He has been conducting public executive searches since 2013. In addition to a Bachelor Degree in Electrical Engineering, Jerry holds a Master's in Public Administration from Western Michigan University.



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Prepared by the Michigan Municipal League

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