



Agenda

City Commission Business Meeting

City of Kalamazoo

Tuesday, January 3, 2023

7:00 PM

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Pastor Christopher Engelsma of Covenant United Reformed Church
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

E. PUBLIC COMMENTS

F. PUBLIC HEARINGS

1. Public Hearing to receive comments on the Fiscal Year 2023 Proposed Budget for the City of Kalamazoo.
2. Public hearing to receive comments on RESOLUTION #4, for the purpose of approving the 2021 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$13.570. (**Action: Motion to adopt the resolution**)

G. CONSENT AGENDA

(Action: Motion to approve items “1-6” and authorize the City Manager to sign all related documents on behalf of the City)

1. Approval of a contract extension with Premier Lawn and Snow for the 2023 Property Maintenance of Riverside and Mountain Home Cemeteries in the amount of \$285,890.
2. Approval of a Support Services Agreement with the Central County Transportation Authority (CCTA) for a three-year period beginning 10/01/2022 and ending on 09/30/2025 in the amount of \$550,644 for the first year, and increasing each subsequent year.
3. Approval of a Shared Prosperity Kalamazoo High Impact Fund grant in the amount of \$220,000 for family engagement services from Kalamazoo Public Schools through the Experiential Learning Project.
4. Approval of a Shared Prosperity Kalamazoo High Impact Fund agreement in the amount of \$195,000 for family and employer engagement services from Southwest Childcare Resources through the Tri-Share Project.
5. Adoption of a RESOLUTION recognizing the Kalamazoo County Child Abuse and Neglect Prevention Council as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
6. Approval and acceptance of an easement agreement with Bogan Developments LLC, the owner of 315 East Frank Street, to permit the City to install a public sidewalk along the west side of North Pitcher Street between East Frank and Myrtle Streets.

H. REGULAR AGENDA

1. Adoption of an ORDINANCE to amend the Pension Ordinance regarding a Deferred Retirement Option Plan. **(Action: Motion to adopt the ordinance)**
2. Adoption of an ORDINANCE to amend Article X of Chapter 2 - Employee Retirement System. **(Action: Motion to adopt the ordinance)**

I. REPORTS AND LEGISLATION

1. City Manager's Report

J. UNFINISHED BUSINESS

1. Appointment of City Commissioners to the Diversity, Equity, and Inclusion Subcommittee. **(Action: Motion to appoint)**

K. POLICY ITEMS

L. NEW BUSINESS

M. COMMISSIONER COMMENTS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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 (www.kalamazoocity.org/youtube).

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: **1/3/2023**

Item: **F.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Steve Vicenzi, CFO / Director Management Services

DATE: January 3, 2023

SUBJECT: Public Hearing re: the Fiscal Year 2023 Proposed Budget

RECOMMENDATION:

It is recommended that the City Commission receive comments regarding the Fiscal Year 2023 Proposed Budget.

BACKGROUND:

Each year a resolution must be adopted to provide notice of a public hearing to be held prior to adoption of the budget. The hearing must take place prior to adoption of the budget and publication of a notice of said hearing must be published at least six (6) days prior to the hearing. A resolution was approved on December 5, 2022 to set the hearing to take place at or after 7 p.m., local time, on January 3, 2023.

The final budget actions by the City Commission are scheduled for January 17, 2023 and include the adoption of a General Appropriation Resolution for the Year of 2023 setting property tax millage rates, the final appropriations to be adopted by the City Commission for each fund and operation within the City, and other related actions such as resolutions regarding fees.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

No fiscal impact from holding the hearing. The Commission may request changes to the budget prior to final approval.



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **F.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: Valetta Sellers-Evans, Support Services Division Manager

DATE: January 3, 2023

SUBJECT: 2021 Kalamazoo Mall Maintenance Assessment

RECOMMENDATION:

It is recommended that the City Commission adopt Resolution #4, for the purpose of approving the 2021 Kalamazoo Mall Sidewalk Maintenance Assessment at a per front foot cost of \$13.570.

BACKGROUND:

Historically, property owners on the Kalamazoo Mall have been assessed a per front foot cost to cover expenses associated with annual sidewalk maintenance activities performed by the City of Kalamazoo. This cost varies from year to year mainly due to snow removal activities associated with the snow melt system on the Mall. The 2021 assessment reflects a portion of the natural gas costs associated with the Mall's snow melt system.

This assessment was originally designed to cover expenses for general sidewalk maintenance, which also includes sweeping and cleaning, litter control, and brick repair. Please note that this assessment does not cover the full expenses for mall maintenance, nor expenses for turf maintenance, lighting, flower plantings, crosswalk area maintenance or holiday decorations.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Discussion:

In 1999 the City of Kalamazoo, property owners and Downtown Kalamazoo Incorporated (DKI) reached an agreement designed to protect property owners from significant increases due to weather conditions as well as to ensure that the City of Kalamazoo recovers the true cost of performing this work. The agreement included the following:

1. There will be one rate for mall maintenance, rather than one rate for those properties fronting on the snow melt system and those without snow melt.
2. The assessed rate will be an average of the last three years of actual costs to perform this work or the actual cost for the year being assessed, should it be lower than the three-year average.
3. If the actual cost for the year being assessed is greater than the three-year average, DKI will cover the “shortfall”, up to \$15,000. No subsidy required. (DKI - now known as Downtown Kalamazoo Partnership - is no longer functioning and the services for the Mall are being provided by the City of Kalamazoo)

Engagement/Communication Tools

After the adoption of Resolutions 1-3, the City Clerks's Office will mail public hearing notices to the taxpayers for each parcel on the proposed assessment roll. The notice will include a pre-paid response card the taxpayer can use to express their agreement or disagreement with the assessment.

FISCAL IMPACT:

Per front foot costs and averages for Kalamazoo Mall sidewalk maintenance for the last three years are as follows:

	Actual Cost	Three Year Average
2019	\$17.769	\$15.753
2020	\$16.018	\$16.318
2021	\$13.570	\$15.786

Following the public hearing and approval of the roll, assessment notices will be distributed in the amount of \$13.570 per front foot for a total of \$39,357.41.

This assessment will reimburse the General Fund for Mall maintenance activities performed during the 2021 season. It should be noted that this assessment roll represents only 13% of the actual 2021 Kalamazoo Mall Maintenance expenditures of \$268,226.65.

RESOLUTION NO. _____

**RESOLUTION NO. 4 RE: IMPROVEMENT PROJECT
2021 KALAMAZOO MALL MAINTENANCE PROGRAM**

Minutes of a regular meeting of the City Commission of the City held on January 3, 2023, at or after 7:00 p.m., local time, at Kalamazoo City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

The following preamble and resolution was offered by _____ and supported by _____.

WHEREAS, the City Commission has met in a public hearing, as resolved and noticed for the purpose of reviewing a special assessment roll prepared for the purpose of defraying the private property share of expenses of the above-entitled project; has heard all persons desiring to be heard with respect to the expenses, necessity, and assessment thereof, orally or in writing; and has made all corrections thereto s were necessary to order construction of the project;

BE IT RESOLVED:

(1) That the undertaking of said improvement project is hereby determined to be necessary, that the benefits to adjoining property exceed the assessments, and the work is hereby approved and ordered done;

(2) That the following designated special assessment roll, namely Maintenance Roll No. 51 shall be divided, be payable, bear interest and penalty fees, and be subject to such other terms as appear in said roll or were provided in prior resolutions in this series, except as amended as follows:

[There are no amendments.]

(3) That said assessment roll is confirmed in the amount of \$39,357.41 which will be assessed to property owners.

(4) That the special assessments upon the above project shall be collected directly from the special assessment roll herein confirmed, and the City Clerk is hereby directed to attach a warrant to the same, commanding the City Treasurer to collect from each of the persons or parcels assessed the amount of money assessed to such person or parcel in the manner provided in accordance with the City Charter, including interest and penalty fees, and the same

shall be a lien upon said parcel from and after this date in favor of the City.

(5) The special assessment to be imposed shall be paid on February 28, 2023, and there shall be charged from such date a penalty of one-half (1/2) of one percent (1%) per month or major fraction thereof upon any sums not paid within thirty (30) days after the same shall become due and payable.

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

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on January 3, 2023. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

Scott A. Borling, City Clerk

2021 MALL MAINTENANCE ROLL #51					
NORTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-340-201 225 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		23.00	\$	312.12
06-15-341-002 228 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	\$	271.41
06-15-341-004 251 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	130.79	\$	1,774.88
06-15-341-291 252 N. Kalamazoo Mall	City of Kalamazoo Public Services 241 W. South Street Kalamazoo, MI 49007		9.86	\$	133.81
06-15-341-301 230 N. Kalamazoo Mall, #101 Unit 1 - 230 N Kalamazoo Mall Condos	CenturyTel Fiber Company II 931 14th Street, Suite 103 Denver, CO 80202		14.54	\$	197.32
06-15-341-302 230 N. Kalamazoo Mall, #201 Unit 2 - 230 N Kalamazoo Mall Condos	Valda I. Karlsons & Robert J. Brown 2646 Springbrook Drive Kalamazoo, MI 49004		4.15	\$	56.32
06-15-341-303 230 N. Kalamazoo Mall, #202 Unit 3 - 230 N Kalamazoo Mall Condos	Alanta Lary 230 N. Kalamazoo Mall, #202 Kalamazoo, MI 49007		4.85	\$	65.82
06-15-341-304 230 N. Kalamazoo Mall, #203 Unit 4 - 230 N Kalamazoo Mall Condos	Debra D Baak 19116 Capri Way Apple Valley, CA 92308		4.15	\$	56.32
06-15-341-305 230 N. Kalamazoo Mall, #204 Unit 5 - 230 N Kalamazoo Mall Condos	Michael L. Willis 230 N. Kalamazoo Mall, #204 Kalamazoo, MI 49007		4.85	\$	65.82
06-15-341-306 230 N. Kalamazoo Mall, #301 Unit 6 - 230 N Kalamazoo Mall Condos	Michael & Kristen Haines 230 N. Kalamazoo Mall, #301 Kalamazoo, MI 49007		4.15	\$	56.32
06-15-341-307 230 N. Kalamazoo Mall, #302 Unit 7 - 230 N Kalamazoo Mall Condos	Alanta Lary Joy Lary 230 N. Kalamazoo Mall, #302 Kalamazoo, MI 49007		4.85	\$	65.82
06-15-341-308 230 N. Kalamazoo Mall, #303 Unit 8 - 230 N Kalamazoo Mall Condos	Frederick & Kimberly Searing 230 N. Kalamazoo Mall, #303 Kalamazoo, MI 49007		3.46	\$	46.95
06-15-341-309 230 N. Kalamazoo Mall, #304 Unit 9 - 230 N Kalamazoo Mall Condos	Mark & Melissa Hosking 230 N. Kalamazoo Mall, #304 Kalamazoo, MI 49007		4.85	\$	65.82
06-15-341-310 230 N. Kalamazoo Mall, #401 Unit 10 - 230 N Kalamazoo Mall Condos	Karla M Reno 230 N. Kalamazoo Mall, #401 Kalamazoo, MI 49007		8.99	\$	122.00

2021 MALL MAINTENANCE ROLL #51					
NORTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-341-311 230 N. Kalamazoo Mall, #402 Unit 11 - 230 N Kalamazoo Mall Condos	Beth A. McLaren, Trustee 230 N. Kalamazoo Mall, #402 Kalamazoo, MI 49007		10.38	\$	140.86
06-15-341-320 250 N. Kalamazoo Mall	S & K Properties of Kalamazoo, LLC 5108 North 36th Street Richland, MI 49083		44.72	\$	606.87
06-15-346-001 224 N. Kalamazoo Mall	Downtown Development Authority 162 E. Michigan Avenue Kalamazoo, MI 49007		20.00	\$	271.41
06-15-346-242 201 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	131.64	\$	1,786.42
06-15-346-301 222 N. Kalamazoo Mall, #300 Unit 1 - Arcadia Condominiums	Jon R Hogarth 222 N. Kalamazoo Mall, #300 Kalamazoo, MI 49007		3.91	\$	53.06
06-15-346-302 222 N. Kalamazoo Mall, #310 Unit 2 - Arcadia Condominiums	Ronald A. Cleveland 222 N. Kalamazoo Mall, #310 Kalamazoo, MI 49007		2.95	\$	40.03
06-15-346-303 222 N. Kalamazoo Mall, #320 Unit 3 - Arcadia Condominiums	Carol L. Hodges 222 N. Kalamazoo Mall, #320 Kalamazoo, MI 49007		4.31	\$	58.49
06-15-346-304 222 N. Kalamazoo Mall, #330 Unit 4 - Arcadia Condominiums	David S. & Virginia H. Antoniotti 386 Summit Drive Kalamazoo, MI 49001	David S. & Virginia H. Antoniotti 2107 Tides End Rd Charleston, SC 29412-9597	2.89	\$	39.22
06-15-346-305 222 N. Kalamazoo Mall, #340 Unit 5 - Arcadia Condominiums	Nabil & Hessen Ghazal 222 N. Kalamazoo Mall, #340 Kalamazoo, MI 49007		3.66	\$	49.67
06-15-346-306 222 N. Kalamazoo Mall, #350 Unit 6 - Arcadia Condominiums	Theodore Baird & Gianna Service 222 N. Kalamazoo Mall, #350 Kalamazoo, MI 49007		4.19	\$	56.86
06-15-346-307 222 N. Kalamazoo Mall, #360 Unit 7 - Arcadia Condominiums	Guo Lee & Tai Chuan Lin 222 N. Kalamazoo Mall, #360 Kalamazoo, MI 49007		2.91	\$	39.49
06-15-346-308 222 N. Kalamazoo Mall, #370 Unit 8 - Arcadia Condominiums	James M Teeter 222 N. Kalamazoo Mall, #370 Kalamazoo, MI 49007		3.58	\$	48.58
06-15-346-309 222 N. Kalamazoo Mall, #380 Unit 9 - Arcadia Condominiums	Rachel Hall 222 N. Kalamazoo Mall, #380 Kalamazoo, MI 49007		2.84	\$	38.54
06-15-346-310 222 N. Kalamazoo Mall, #390 Unit 10 - Arcadia Condominiums	Paul M Adler 222 N. Kalamazoo Mall, #390 Kalamazoo, MI 49007		3.01	\$	40.85

2021 MALL MAINTENANCE ROLL #51					
NORTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-346-311 222 N. Kalamazoo Mall, #200 Unit 11 - Arcadia Condominiums	David Strauss Tara Strauss 3685 Vista Campan North #39 Oceanside, CA 92057		3.89	\$	52.79
06-15-346-312 222 N. Kalamazoo Mall, #210 Unit 12 - Arcadia Condominiums	Abigail M Vandenberg 222 N. Kalamazoo Mall, #210 Kalamazoo, MI 49007		2.95	\$	40.03
06-15-346-313 222 N. Kalamazoo Mall, #220 Unit 13 - Arcadia Condominiums	Marianne Amerine 222 N. Kalamazoo Mall, #220 Kalamazoo, MI 49007	Marianne Amerine 6952 Mimosa Dr Carlsbad, CA 92011	4.30	\$	58.35
06-15-346-314 222 N. Kalamazoo Mall, #230 Unit 14 - Arcadia Condominiums	Martha R. Cohen 222 N. Kalamazoo Mall, #230 Kalamazoo, MI 49007		3.03	\$	41.12
06-15-346-315 222 N. Kalamazoo Mall, #240 Unit 15 - Arcadia Condominiums	Roger & Ada Sutton 222 N. Kalamazoo Mall, #240 Kalamazoo, MI 49007		2.89	\$	39.22
06-15-346-316 222 N. Kalamazoo Mall, #250 Unit 16 - Arcadia Condominiums	Mark A. Kraai & Linda M. Lesniak 222 N. Kalamazoo Mall, #250 Kalamazoo, MI 49007		4.95	\$	67.17
06-15-346-317 222 N. Kalamazoo Mall, #260 Unit 17 - Arcadia Condominiums	Key Lime Properties, LLC 5207 Portage Road Portage, MI 49002	Key Lime Properties, LLC 2725 Airview Blvd, Ste 301 Portage, MI 49002	2.81	\$	38.13
06-15-346-318 222 N. Kalamazoo Mall, #270 Unit 18 - Arcadia Condominiums	Monica Pender 222 N. Kalamazoo Mall, #270 Kalamazoo, MI 49007		3.54	\$	48.04
06-15-346-319 222 N. Kalamazoo Mall, #280 Unit 19 - Arcadia Condominiums	Quinten Dawes 222 N. Kalamazoo Mall, #280 Kalamazoo, MI 49007		2.90	\$	39.35
06-15-346-320 222 N. Kalamazoo Mall, #290 Unit 20 - Arcadia Condominiums	Tarik Monteiro 222 N. Kalamazoo Mall, #290 Kalamazoo, MI 49007		3.11	\$	42.20
06-15-346-321 222 N. Kalamazoo Mall, #100 Unit 21 - Arcadia Condominiums	Special Purpose 222, LLC #100 222 N. Kalamazoo Mall, #100 Kalamazoo, MI 49007		51.38	\$	697.25
06-15-375-004 100 W. Michigan Avenue	Catalyst Development Co., L.L.C. 100 West Michigan Avenue, Suite 300 Kalamazoo, MI 49007		269.94	\$	3,663.22
06-15-376-005 132 N. Kalamazoo Mall	Kalamazoo Valley Community College 6767 West O Avenue Kalamazoo, MI 49009	Kalamazoo Valley Community College PO Box 4070 Kalamazoo, MI 49003-4070	264.00	\$	3,582.61
TOTAL NORTH END			1103.17	\$	14,970.56

2021 MALL MAINTENANCE ROLL #51					
SOUTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-001 107 W. Michigan Avenue, Unit 1 Unit 1 - Kalamazoo Building Condos	Trifound Holdings, Inc PO Box 655 Oshtemo, MI 49077		10.09	\$	136.93
06-15-381-002 107 W. Michigan Avenue, Unit 2 Unit 2 - Kalamazoo Building Condos	Caleb & Rachel Culver 107 W Michigan Ave, #200 Kalamazoo, MI 49007		10.46	\$	141.95
06-15-381-003 107 W. Michigan Avenue, Unit 3 Unit 3 - Kalamazoo Building Condos	Trifound Holdings, Inc PO Box 655 Oshtemo, MI 49077		10.55	\$	143.17
06-15-381-004 107 W. Michigan Avenue, Unit 4 Unit 4 - Kalamazoo Building Condos	Davis-Reed, LLC 107 W. Michigan Avenue, Ste 400 Kalamazoo, MI 49008		10.55	\$	143.17
06-15-381-005 107 W. Michigan Avenue, Unit 5 Unit 5 - Kalamazoo Building Condos	VLG Holdings, LLC 107 W. Michigan Avenue, 5th Floor Kalamazoo, MI 49007		10.55	\$	143.17
06-15-381-006 107 W. Michigan Avenue, Unit 6 Unit 6 - Kalamazoo Building Condos	Kal Building 6, LLC 107 W. Michigan Avenue, 6th Floor Kalamazoo, MI 49007		10.50	\$	142.49
06-15-381-007 107 W. Michigan Avenue, Unit 7 Unit 7 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		10.50	\$	142.49
06-15-381-008 107 W. Michigan Avenue, Unit 8 Unit 8 - Kalamazoo Building Condos	GPS Acquisitions, LLC 905 Inkster Avenue Kalamazoo, MI 49008		9.55	\$	129.60
06-15-381-009 107 W. Michigan Avenue, Unit 9 Unit 9 - Kalamazoo Building Condos	Del Eldridge 15942 Woodlawn Beach Dr Hickory Corners, MI 49060		4.65	\$	63.10
06-15-381-010 107 W. Michigan Avenue, Unit 10 Unit 10 - Kalamazoo Building Condos	Trifound Holdings, Inc PO Box 655 Oshtemo, MI 49077		10.91	\$	148.05
06-15-381-011 107 W. Michigan Avenue, Unit 11 Unit 11 - Kalamazoo Building Condos	Del Eldridge 15942 Woodlawn Beach Dr Hickory Corners, MI 49060		1.69	\$	22.93
06-15-381-015 108 E. Michigan Avenue	Peregrine - 1st National, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine - 1st National, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	100.00	\$	1,357.05
06-15-381-124 124 S. Kalamazoo Mall	Gilmore Real Estate, LLC 162 E. Michigan Avenue Kalamazoo, MI 49007		21.75	\$	295.16
06-15-381-128 126 S. Kalamazoo Mall	Peregrine-128, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-128, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	21.75	\$	295.16

2021 MALL MAINTENANCE ROLL #51					
SOUTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-381-132 132 S. Kalamazoo Mall	AZ Venture, LLC 132 S. Kalamazoo Mall Kalamazoo, MI 49007		22.50	\$	305.34
06-15-381-222 136 S. Kalamazoo Mall	Lerner Building, LLC 146 S. Kalamazoo Mall Kalamazoo, MI 49007		66.00	\$	895.65
06-15-382-103 125 S. Kalamazoo Mall	Kalamahajan KCC, LLC Callander Commercial 628 W. Milham Avenue Portage, MI 49024		143.41	\$	1,946.14
06-15-386-002 210 S. Kalamazoo Mall	James & Laura Endres 8880 West G Avenue Kalamazoo, MI 49009		23.00	\$	312.12
06-15-386-005 230 S. Kalamazoo Mall Unit 1 - Burdick South Condominium	Rustica Property, LLC 6907 Hickory Point Drive East Portage, MI 49024		10.25	\$	139.10
06-15-386-006 230 S. Kalamazoo Mall Unit 2 - Burdick South Condominium	230 South Burdick Street, LLC 230 S. Kalamazoo Mall, Ste 200 Kalamazoo, MI 49007	230 South Burdick Street, LLC 7156 Inverness Drive Kalamazoo, MI 49009	10.25	\$	139.10
06-15-386-007 230 S. Kalamazoo Mall Unit 3 - Burdick South Condominium	Annie Waring Todd c/o Atlassian 52 Central Park Ave Norwest, NSW 2153 Australia		10.25	\$	139.10
06-15-386-008 230 S. Kalamazoo Mall Unit 4 - Burdick South Condominium	Annie Waring Todd c/o Atlassian 52 Central Park Ave Norwest, NSW 2153 Australia		10.25	\$	139.10
06-15-386-011 217 S. Kalamazoo Mall Unit 1 - Style Shop Bldg Condominium	Shannibear Properties, LLC 1035 Northampton Road Kalamazoo, MI 49006		8.12	\$	110.19
06-15-386-012 219 S. Kalamazoo Mall Unit 2 - Style Shop Bldg Condominium	Paul Stanley Lightle 219 S. Kalamazoo Mall Kalamazoo, MI 49007		7.42	\$	100.69
06-15-386-013 221 S. Kalamazoo Mall Unit 3 - Style Shop Bldg Condominium	Thomas B Pauter 221 S. Kalamazoo Mall Unit 3 Kalamazoo, MI 49007		7.66	\$	103.95
06-15-386-101 214 S. Kalamazoo Mall	Catalyst Development Co. 4, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		72.00	\$	977.07
06-15-386-223 154 S. Kalamazoo Mall	Catalyst Development Co. 7, LLC 100 W. Michigan Avenue, Suite 300 Kalamazoo, MI 49007		66.00	\$	895.65
06-15-386-226 236 S. Kalamazoo Mall	Rustica Properties, LLC 6907 Hickory Point East Portage, MI 49024		21.31	\$	289.19

2021 MALL MAINTENANCE ROLL #51					
SOUTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-386-230 202 S. Kalamazoo Mall	William & Susan Van Dis 202 S. Kalamazoo Mall Kalamazoo, MI 49007		43.00	\$	583.53
06-15-387-104 214 Farmers Alley Unit 4 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		0.86	\$	11.67
06-15-387-106 213 S. Kalamazoo Mall Unit 6 - Milliner Center Condominium	Hassan R & Malda Ayad 213 S. Kalamazoo Mall Kalamazoo, MI 49007		5.25	\$	71.24
06-15-387-107 209 S. Kalamazoo Mall Unit 7 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		10.24	\$	138.96
06-15-387-108 207 S. Kalamazoo Mall Unit 8 - Milliner Center Condominium	Joseph Cekola 207 S. Kalamazoo Mall Kalamazoo, MI 49007		5.74	\$	77.89
06-15-387-109 215 S. Kalamazoo Mall Unit 9 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		18.73	\$	254.17
06-15-387-112 209 S. Kalamazoo Mall Rear Unit 12 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		4.15	\$	56.32
06-15-387-113 206 Farmers Alley Unit 13 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		6.82	\$	92.55
06-15-387-114 208 Farmers Alley Unit 14 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		4.99	\$	67.72
06-15-387-115 212 Farmers Alley Unit 15 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		1.33	\$	18.05
06-15-387-116 210 Farmers Alley Unit 16 - Milliner Center Condominium	Radiant Church 8157 E DE Avenue Richland, MI 49083		7.20	\$	97.71
06-15-387-214 223 S. Kalamazoo Mall	Fuller Building, LLC 223 S. Kalamazoo Mall Kalamazoo, MI 49007	Patricia Hirsch 610 W. South Street Kalamazoo, MI 49007	44.93	\$	609.72
06-15-387-216 157 S. Kalamazoo Mall	Vernon Group MP, LLC 5937 W. Main Street Kalamazoo, MI 49009		86.50	\$	1,173.85
06-15-390-210 316 S. Kalamazoo Mall	Peregrine Towers, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	165.00	\$	2,239.13

2021 MALL MAINTENANCE ROLL #51					
SOUTH END					
RATE PER FRONT FOOT \$13.570					
Parcel Number & Address	Taxpayer	Send Bill to (if applicable)	Front Feet		Cost
06-15-391-204 315 S. Kalamazoo Mall	SAJO 315, LLC 315 S. Kalamazoo Mall Kalamazoo, MI 49007		114.00	\$	1,547.04
06-15-391-227 250 S. Kalamazoo Mall	South Street Kalamazoo, LLC 250 S. Kalamazoo Mall Kalamazoo, MI 49007		67.11	\$	910.72
06-15-391-230 241 S. Kalamazoo Mall	Peregrine-International, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-International, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	115.50	\$	1,567.39
06-15-396-001 336 S. Kalamazoo Mall	Peregrine Towers LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine Towers LLC 3930 Lakeside Drive Kalamazoo, MI 49008	65.64	\$	890.77
06-15-396-204 321 S. Kalamazoo Mall	Joy Rentals, LLC Matt Vernon 5937 W. Main Street Kalamazoo, MI 49009		53.63	\$	727.78
06-15-396-206 359 S. Kalamazoo Mall	Kalamazoo Cultural Center 359 S. Kalamazoo Mall, Suite 203 Kalamazoo, MI 49007	Kalamazoo Cultural Center c/o Phoenix Properties 2725 Airview Boulevard, Suite 302 Portage, MI 49002	160.70	\$	2,180.78
06-15-396-207 346 S. Kalamazoo Mall	Peregrine-McNair, LLC 336 S. Kalamazoo Mall Kalamazoo, MI 49007	Peregrine-McNair, LLC 3930 Lakeside Drive Kalamazoo, MI 49008	93.81	\$	1,273.05
TOTAL SOUTH END			1797.05	\$	24,386.85
TOTAL ROLL			2900.22	\$	39,357.41



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

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: Wendy Burlingham, Administrative Support Manager

DATE: January 3, 2023

SUBJECT: Approve a Contract Extension with Premier Lawn and Snow for 2023 Cemetery Property Maintenance (Bid Ref# 98852-059.3)

RECOMMENDATION:

It is recommended that the City Commission approve a contract extension with Premier Lawn and Snow for the 2023 Property Maintenance of Riverside and Mountain Home Cemeteries in the amount of \$285,890.00.

BACKGROUND:

In December 2022, the City's Purchasing Division solicited renewal pricing from Premier Lawn and Snow for the two City owned Cemeteries. Premier Lawn and Snow returned favorable pricing and are being recommended for the 2023 season.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



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



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The funds required for this contract are \$285,890.00. We are requesting the approval of this purchase using the funds below.

Description	Account	Project #	Dollar Amount
Cemetery Property Maintenance	209-567-01.000-801.000		\$285,890.00



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **G.2.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Prepared by: Steve Vicenzi, CFO

DATE: January 3, 2023

SUBJECT: Support Services Agreement with the Central County Transit Authority (CCTA)

RECOMMENDATION:

It is recommended that the City Commission approve a Support Services Agreement with the Central County Transportation Authority (CCTA) for a three-year period beginning 10/01/2022 and ending on 09/30/2025 in the amount of \$550,644 for the first year, and increasing each subsequent year.

BACKGROUND:

Before the transition of the City's public transportation system to the CCTA, the City had been providing administrative services to Metro Transit as a part of the City of Kalamazoo. CCTA is requesting to continue receiving similar services from the City. This agreement renews the previous agreement that ended on September 30, 2022.

The City will perform certain accounting and financial functions, benefits processing, treasury functions, information technology, human resources, and purchasing functions.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

The agreement will provide General Fund revenues of \$550,644 for 2022, and increasing each subsequent year.

CCTA-City Support Services Agreement

Central County Transportation Authority ("CCTA") 530 North Rose Street Kalamazoo, Michigan 49007 Attn: Executive Director	City of Kalamazoo ("City") 241 West South Street Kalamazoo, Michigan 49007 Attn: City Manager
---	---

The City and CCTA agree:

1. **Acknowledged Facts.**

- a. CCTA has taken over the operation of the City's public transportation system known as Metro Transit. Before that transition, the City had been providing administrative services to Metro Transit. CCTA is requesting to continue receiving similar services from the City as described below.

2. **Term of Agreement.**

- a. It is agreed by the parties that the City shall perform certain accounting and financial functions, benefits processing, treasury, information technologies, human resources, and purchasing/risk management, for CCTA for a three-year period beginning on October 1, 2022, and ending on September 30, 2025. The term of this Agreement may be extended by the mutual agreement of the parties.

3. **City Responsibilities.**

The City shall perform the following accounting services and financial support functions for CCTA:

- a. **Payroll Vendor Payments.**
 - i. Provide full payroll services for CCTA employees including the preparation of payroll checks, direct deposits, processing and submission of tax withholding payments and tax reporting documents. CCTA will purchase its own paper stock for payroll checks and stubs. Payroll will be processed in accordance with the City's standard payroll procedures and timekeeping software.
 - ii. Process and pay CCTA invoices, including payments to vendors. CCTA will purchase its own check stock for payments to be made in accordance with the City's accounts payable procedures.
 - iii. Process annual information returns including unemployment taxes, W-2's and 1099's as needed.

- iv. Work with the Kalamazoo City Treasurer to use CCTA funds to finance payroll and vendor payments.
- b. Pension & Retiree Health Care Management
 - i. Calculate employee pension benefits, process pension checks, pay retiree health care claims and related expenses, and administer annual reporting and actuarial studies relative to CCTA retirees and active CCTA employees who are eligible to receive pension and/or defined retiree health care benefits.
 - ii. Administer the assets entrusted to pay CCTA employee and retiree defined benefit pension and retiree health care benefits, as well as related reporting, legal compliance, investments, cash management, payment of expenses, and related ministerial tasks.
 - iii. Administer retiree healthcare savings accounts for CCTA employees and retirees.
- c. Annual Reporting
 - i. Coordinate with independent auditors selected by CCTA, to the extent necessary, to assist in the completion of the annual financial statements and single audit of federal awards in accordance with generally accepted accounting practices and applicable statutes.
 - ii. Consult with CCTA on financial policies and procedures.
 - iii. Assist CCTA with preparation for triennial review by the Federal Transit Administration (FTA).
- d. General Ledger
 - i. Prepare and maintain a year-to-date general ledger and provide detailed information supporting financial statement numbers to CCTA, including recording financial activity in the City's financial enterprise resource program (Eden, or another system) and balancing the general ledger module with subsidiary systems.
 - 1. Bank account and balance sheet account reconciliations including inventory, and prepaid asset accounts.
 - 2. Update Chart of Accounts based upon input from CCTA.
 - 3. Complete F-60 report in compliance with National Transit Database requirements.

4. Regulatory changes such as new Governmental Accounting Standard Board (GASB) implementation may be billed separately from the amount listed in this contract. The City will provide CCTA a proposal for cost of implementation. Complex implementations may require external resources.

e. Treasury

- i. Receive CCTA tax collection funds from the County Treasurer, as well as other CCTA receipts. Deposit CCTA funds into a bank account which has been established solely for CCTA funds.
- ii. Process reimbursements from the CCTA to taxing units as required, identify, and process all eligible reimbursements and rebates from the State of Michigan or other entities to the CCTA (i.e., exempt personal property reimbursements, etc.).
 1. File all required property tax-related remiss to various entities including the State of Michigan.
- iii. Invest CCTA surplus cash in a manner consistent with applicable laws, CCTA and City policies. Manage CCTA funds to finance CCTA payroll, accounts payable and other CCTA needs. The City will not provide City funds to cover CCTA needs.

f. Information Technology

- i. Will provide the following solutions: Office 365 (0365), Exchange, Active Directory licensing; server availability; VoIP phone service; network devices; Antivirus software; current software maintenance; IT security and data.
- ii. Will provision and administer the accounts as necessary and respond to requests within 48 hours.
 1. CCTA agrees to abide by the IT security rules and policies enacted by City IT. Exceptions can be implemented where necessary by mutual agreement
 2. CCTA agrees to share all data from City supported systems with City IT.
- iii. Billing related to additional databases and proportionate use, or City software is included in the contracted price. Change in software resulting in increased fees will be allocated to CCTA.

- iv. Migrations from currently supported software solutions to new city standard software solutions will be supported by City IT.
- v. Any additional accounts beyond those existing at time of contract signing that are needed will be paid for by CCTA via City IT process.
- vi. New hardware as needed, will be purchased by CCTA through the City IT department. CCTA will abide by the city lifecycle management requirements for all hardware, including but not limited to, network hardware, laptops, and PCs.

g. City Clerk

- i. The City Clerk will provide records maintenance according to the retention and destruction schedules established by the City and provide records to CCTA as requested by CCTA.

h. Human Resources

- i. Provide benefit administration, affordable health care reporting, and EEO reporting in a manner consistent with CCTA policies.

i. Purchasing & Risk Management

- i. Purchasing- including support, review and approval of purchase orders, requisitions, competitive bidding, contract management, and vendor qualification, excluding fuel bids.
- ii. Risk management- including leased underground storage tanks and buildings.

- 1. Notwithstanding termination rights under Section 9 of this Agreement, services under this section may be discontinued in whole or in part at the discretion of CCTA at any time upon notification to the City.

j. Timeliness

- i. City staff shall be provided 48 business hours to respond to any information request from the CCTA; reasonable requests for expedition by the CCTA will be honored by the City.

k. Planning Meetings

- i. The City's Chief Financial Officer and the CCTA's Executive Director and any appropriate staff and/or consultants will meet on

a regular basis to identify outstanding issues, their resolutions and the resources assigned to the same within the scope of this Agreement.

4. CCTA Responsibilities.

- a. CCTA agrees to do the following to assist the City in performing the services and functions being provided under this Agreement:
 - i. Provide general information on a timely basis to the City to allow the City to perform its tasks.
 - ii. Provide hourly and/or salary information for employees as needed to allow City to perform payroll: functions.
 - iii. Provide a tie out report from CCTA for quarterly OAR report to general ledger. Provide occasional fixed asset additions and deletions.
 - iv. Timely submission of approved accounts payable documents in a manner provided by the City.
 - v. Timely submission of approved payroll forms in a manner provided by the City.
 - vi. Assist independent auditors with the annual CCTA audit, with support from City.
- b. Compensation.
 - i. CCTA shall pay \$550,644 to the City in four equal installments of \$137,661 payable on October 1st, January 1st, April 1st and July 1st for first year of the Agreement increasing by the Consumer Price Index (CPI) for each year of the Agreement.
 - ii. In the event that CCTA requests that the City perform any additional services not enumerated in this Agreement, including any transition services and related costs. Such services shall be billed to CCTA at the cost of \$50.00 per hour plus the actual costs of materials and services and shall be payable within 30-days from receipt of an invoice. Additional services shall not be provided by the City without prior written approval from CCTA. The City can decline to provide any additional services requested by CCTA.

5. City as Independent Contractor.

- a. The City, in providing the services set forth in this Agreement, shall be acting as an independent contractor and not as an agent, partner, joint venture or employee of the CCTA. Neither City nor its employees are entitled to benefits provided by the CCTA to its employees. The CCTA is not responsible for any compensation, FICA, withholding taxes, employment compensation or any other similar payment for the City or the City's employees.

6. Non-Discrimination.

- a. City agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, color, age, national origin, religion, height, weight, marital status, disability, political affiliation, sexual orientation, or gender identity. City further agrees to require compliance with this paragraph of the Agreement by any of City's subcontractors providing services under this Agreement. Breach of this paragraph of the Agreement may be regarded as a material breach of the Agreement.

7. No Third-Party Rights

- a. This Agreement is made solely for the benefit of the parties who are signatories to it and is not for the benefit of any third party. No third party can enforce any obligations under this Agreement.

8. Termination Rights

- a. This Agreement may be terminated by either party at any time, either with or without cause, by providing the other party with the required written notice of the same. The right to terminate this Agreement is not an exclusive remedy.
- b. Termination for Cause. For purposes of this Agreement, "for cause" is deemed to be a material breach by either party of the terms of this Agreement.
 - i. For purposes of terminating this Agreement for cause, the terminating party shall provide the non-terminating party with written notice of the default and at least fifteen (15) business days to cure the same. The fifteen (15) business day period to cure the default shall begin to run when written notice of the default is deemed received by the non-terminating party as determined by paragraph 13 of this Agreement. If, at the end of this fifteen (15) business day period, the non-terminating party has failed to cure the default, this Agreement will terminate.

- c. Termination Without Cause. Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days advance written notice of the same. This Agreement shall be deemed to terminate sixty (60) days from the date that written notice is deemed received by the non-terminating party as determined by paragraph 12 of this Agreement.
- d. Compensation. If this Agreement is terminated by either party, CCTA shall have no obligation to pay the City for any work done by the City after the date the Agreement is deemed terminated.

9. **Hold Harmless.**

- a. City agrees to hold harmless CCTA and its employees, officers, directors, and representatives from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, including reasonable attorney fees arising from or relating to any proceedings, actions, demands, causes of action, liability and suits of any kind and nature, made upon CCTA directly or indirectly in any way arising out of or resulting from the willful acts or negligence of City, its agents, employees or contractors.
- b. CCTA agrees to hold harmless City and its employees, officers, directors, and representatives from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, including reasonable attorney fees arising from or relating to any proceedings, actions, demands, causes of action, liability and suits of any kind and nature, made upon City directly or indirectly in any way arising out of or resulting from the willful acts or negligence of CCTA, its agents, employees or contractors.

10. **Severability.**

- a. If any provision of this Agreement is determined to be invalid or unenforceable, the other provisions of the Agreement will remain valid and enforceable in accordance with their respective terms, and any such invalid or unenforceable provision will be deemed to be modified with retroactive effect to render such provision valid and enforceable.

11. **CCTA Documents.**

- a. During the course of this Agreement, the City will have access to information of CCTA. The City agrees that this information will not be used for any purpose other than to carry out the terms of this Agreement. In the event the City receives a Freedom of Information Act ("FOIA") request for any public record of CCTA in the City's possession, the City shall immediately advise CCTA of the FOIA request. The City agrees to work with CCTA in preparing a response to the FOIA request.

12. Notice.

- a. Any notice, consent or approval required or permitted to be given under this Agreement shall be:
 - i. in writing.
 - ii. addressed to the recipient at the address of the recipient set forth on this Agreement's first page, or to such other address as that party may hereafter designate in writing to the other party; and
 - iii. deemed to have been received upon (i) personal delivery, (ii) one business day after being deposited with Federal Express or another reliable, nationally- recognized overnight courier service for next day delivery or transmission, or (iii) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

13. Miscellaneous

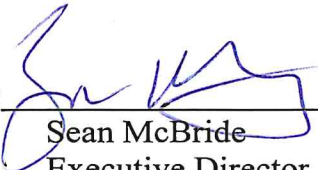
- a. This Agreement shall be governed by the laws of the State of Michigan. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other party's written consent. This Agreement may not be amended, altered, or modified except by written agreement signed by both of the parties. The headings contained in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

The City of Kalamazoo

Central County Transportation Authority

By: _____
James K. Ritsema
City Manager

By:  _____
Sean McBride
Executive Director

Date: _____

Date: 12/12/22

FORM APPROVED

12-22-22



CITY ATTORNEY



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **G.3.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: P.J. Thuringer, Economic Development Supervisor
Prepared by: Kevin Ford, Shared Prosperity Kalamazoo (SPK) Coordinator

DATE: January 3, 2023

SUBJECT: Approve the \$220,000 SPK High Impact Fund Grant for Kalamazoo Public Schools (Bid Ref# 00000-023.8)

RECOMMENDATION:

It is recommended that the City Commission approve an agreement for family engagement services from Kalamazoo Public Schools through the Experiential Learning Project in the amount of \$220,000.

BACKGROUND:

Parent teacher associations (PTAs), parent teacher organizations (PTOs), and “friends of” groups have increased in size and number over the past three decades, and spending by these organizations disproportionately goes to wealthier and whiter schools. In a typical district, some schools receive no extra dollars while others get additional funding of more than \$50,000 from supplemental fundraising. Five of the elementary schools in the Shared Prosperity neighborhoods (Edison, Northeastern, Washington, Woodward, Lincoln) have few opportunities to fundraise with little to no PTO participation. These 5 schools have an economically disadvantaged student population of 95% or higher. Funds received from SPK would go to support each school so that all students can participate in experiential learning experiences throughout the year. This will take the pressure away from principals, staff, and families to supplement funds and encourage parent participation in the PTOs and the classroom.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



Shared Prosperity - Abundant opportunities for all people to prosper

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

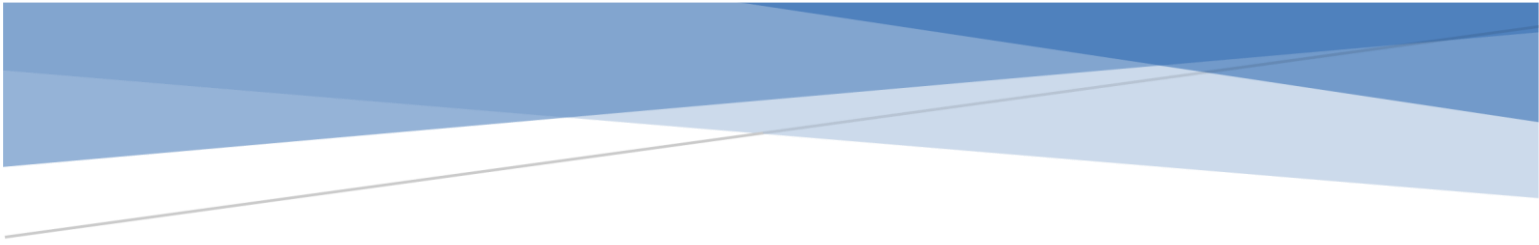
Inform (one-way conversation) – no feasible alternatives available due to legal/regulatory restrictions, standards and best practices, or resource limitations; the community will be made aware of the project.

FISCAL IMPACT:

Funds to cover this contract are budgeted in the SPK High Impact Fund within the Foundation for Excellence Aspirational Projects Fund budget. There is adequate funding in the 2021 carryforwards to cover the cost of this contract. The funds required for this contract \$220,000.

The funding available and estimated costs are detailed below. We are requesting the approval of this agreement using the funds below.

Description	Account	Project #	Dollar Amount
SPK High Impact Fund	234-740-02.000-956.000	ffe0200001	\$220,000



CITY OF KALAMAZOO

Shared Prosperity Kalamazoo KPS Experiential
Learning Project Agreement

2022

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**AGREEMENT
Between the
CITY OF KALAMAZOO
And the
Kalamazoo Public Schools**

2022

THIS AGREEMENT entered this ____ day of _____, 2022 by and between the City of Kalamazoo (herein called the “City”) a Michigan municipal corporation located at 241 W. South Street, Kalamazoo, Michigan, and the Kalamazoo Public Schools (herein called “KPS”).

WHEREAS, the City has determined to projects through the Shared Prosperity Kalamazoo High Impact Fund as approved by the City Commission on May 17, 2021

NOW, THEREFORE, it is agreed between the parties that;

I. PURPOSE OF INVESTMENT

The City of Kalamazoo will provide a financial investment to support the Master Plan strategic goal of “Shared Prosperity Kalamazoo”; which include:

1. Abundant opportunities for all people to prosper,
2. Access to good jobs,
3. Address family well-being;
4. Provide high-quality resources to prepare residents for diverse employment opportunities and career advancement,
5. Fostering the healthy growth, development, and education of youth
6. Increase access to training and more.

II. SCOPE OF SERVICES

1. KPS will be responsible for providing services and benefits to the students within the Eastside, Edison, and Northside neighborhoods that supports the healthy growth, development, and education of youth in furtherance of the goals in paragraph I. KPS will provide information regarding the following:
 - A. Expected output information:¹
 - a.
 - B. Expected overall outcomes:²
 - a.
 - b.
 - C. Project Budget
 - a. \$220,000
2. KPS agrees to work with other non-profit and for-profit organizations, community leaders, government, private sector partners, institutions, and the public in support of their goals.

III. DURATION OF AGREEMENT

¹ This section will be completed after discussions with building principals.

² Ibid.

The effective date of this Agreement will be the date this Agreement is signed by the City of Kalamazoo. The Agreement will end when all reporting requirements have been met, but no later than twenty-four months from the date that this agreement is signed by the City of Kalamazoo.

IV. BUDGET AND PAYMENT

A. Total Budget

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$220,000**. Any monies received by KPS from the City pursuant to this Agreement will be used in furtherance of the operations of the project described in the Scope of Services.

B. Project Budget

Prior to the first disbursement of the grant, the Superintendent will provide a **total project operating budget** detailing how the City funds will be spent throughout the Agreement period. The budget developed with City funds should correspond to the Scope of Service activities outlined herein.

C. Payment(s)

The budget will be distributed in two increment(s). If, in the reasonable judgment of the City, KPS has complied with its obligations under this Agreement, the City shall make payments to KPS. Payments will be based on the chart below.

Payment Sequence	Payment Quarter, Month, Year	Payment Disbursed
First Payment		\$110,000
Second Payment		\$110,000

V. PERFORMANCE

KPS shall comply with all timeliness requirements and achieve the goals established in the Scope of Service and as required below:

A. Time Period

Services of KPS shall start on the ____ day of ____ and shall end on the ____ day of _____. The term of this Agreement and the provisions herein shall cover any additional time during which KPS remain in control of City funds or other City assets.

B. Reporting

KPS will submit an annual report within ninety (90) days upon project completion (attachment template will be provided). If organization has received multiyear funding, one (1) annual report will be provided within ninety (90) days after December 31 for each year of funding. The report will describe:

- i. Project/Project Executive Summary
- ii. Progress & Results
- iii. Successes & Challenges
- iv. Lessons learned
- v. Additional Information
- vi. Financial Attachments

C. Modifications

The City may modify the terms of the performance standards, measures, and outcomes by amendment, with a 30-day notice to KPS. KPS may agree to accept or reject the modification of the terms of the agreement. If KPS rejects the City's modification of the terms, the City may terminate the agreement without providing 90 days' notice as outlined in paragraph XIII. KPS may also modify the Scope of Services or the required budget if circumstances change throughout the year that requires an amendment. KPS must submit a written request to the City for review. The City has 15-days to respond to the request.

VI. SPECIFIC CONDITIONS

The money being granted by the City to KPS is subject to the following terms and conditions:

- A. Any data related to KPS including monies received, expenditures, data regarding project participants, etc., will be made available to the City within a reasonable time of KPS receipt from the City of a written request for said data.
- B. KPS shall ensure that 100% of the participants in its SPK supported projects are residents of the SPK target neighborhoods. Participant information obtained by KPS (and made available to the City upon request) will include the participants' addresses and such other non-confidential demographic information (race, gender identity, income, age, household information) that would assist in assessing that the projects and services are involving residents.
- C. KPS shall operate its projects and activities consistent with the project description as set forth herein and as set forth in the Scope of Services. If at any time during the duration of this Agreement, KPS makes changes affecting project/project deliverables set forth in the Scope of Services, those changes must be communicated to the City.

VII. PROMOTION

KPS shall acknowledge the City of Kalamazoo's involvement in all projects funded in part, or in entirety, through City funds. Such acknowledgement shall apply to all public statements, whether written or verbal. The appropriate credit line will be that *"This activity is funded by the Foundation for Excellence and brought to you in partnership with Shared Prosperity Kalamazoo."*

VIII. NON-COMPLIANCE

If during the Agreement period, KPS is in non-compliance with the terms and conditions herein, the annual goals and objectives, or that the funds being made available to KPS are not being expended consistent with this Agreement, the City will send notification specifying the issues and concerns and will stop any payments to KPS. Within thirty (30) days of receipt of the notification, KPS shall provide a written response to each issue cited. If the issues are resolved to the satisfaction of the City, payment to KPS will resume.

However, if after ninety (90) days past the notification the issues are not satisfactorily resolved, the City reserves the right to terminate its involvement with KPS and, may, demand a refund of some or all the funds previously paid to KPS.

IX. RELATIONSHIP TO THE PARTIES

Neither of the respective parties hereto, nor any of their respective employees, officers or agents is the agent, officer, or employee of the other party.

KPS and its officers, agents, and employees and all subcontractors and their officers, agents and employees always shall be considered as independent contractors and not as City employees. KPS shall exercise all supervisory control and general control over all workers' duties, payment of all wages to KPS employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, KPS payment under this Agreement shall not be subject to any withholding for tax, social

security, or other purposes, nor shall KPS or its officers, agents or employees or any subcontractor or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers', or unemployment compensation, or the like from the City.

X. CITY OF KALAMAZOO NON-DISCRIMINATION CLAUSE

In connection with the performance of work under this Agreement, KPS agrees to the following:

- A. KPS will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
- B. KPS will, in all solicitations or advertisements for employees placed by or on behalf of KPS state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the job or position.
- C. If requested by the City, KPS shall furnish information regarding practices, policies and projects and employment statistics for KPS and subcontractors. KPS and subcontractors shall permit access to all books, records, and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
- D. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
- E. KPS will include or incorporate by reference the provisions of the foregoing paragraphs A. through D. in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
- F. KPS shall not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law (for contracts over \$25,000)

XI. INDEMNITY AND INSURANCE

Organization shall comply with **the City of Kalamazoo's policy** hereto attached and incorporated as part of this Agreement, governing Indemnity, and Insurance. Organization shall maintain its current level of professional liability insurance, with the City of Kalamazoo and all its departments, agents, officials, and employees as additional named insured. Organization shall submit verification of insurance satisfactory to City prior to its first request for payment.

XII. FREEDOM OF INFORMATION AND OPEN MEETINGS

As a recipient of funding from the City of Kalamazoo, those records of KPS which pertain to the projects and services funded through this Agreement shall be subject to the Michigan Freedom of Information Act.

XIII. TERMINATION

The City may also terminate its participation in this agreement, so long as it first provides KPS with ninety (90) days written notice of its intent. KPS may terminate its involvement in this project at any

time by providing written notice to the City at least ninety (90) days prior to its intended termination date.

XIV. CONTACT / NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Kevin Ford	Jim English
Shared Prosperity Kalamazoo Coordinator	Assistant Superintendent of Operations
City of Kalamazoo	Kalamazoo Public Schools
Community Planning and Economic Development Department	
Phone: 269-337-8322	Phone: 269-337-0115
Email: fordk@kalamazoocity.org	Email: englishjm@kalamazoopublicschools.net

Kalamazoo Public Schools–

Signature of Superintendent required.

Signature: _____

Name: _____

Its: _____

Date: _____

CITY OF KALAMAZOO

Signature: _____

Name: James K. Ritsema

Its: City Manager, City of Kalamazoo

Date: _____

Prepared and Reviewed by:
Clyde Robinson
City Attorney, City of Kalamazoo
241 W. South St.
Kalamazoo MI. 49007



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **G.4.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: P.J. Thuringer, Economic Development Supervisor
Prepared by: Kevin Ford, Shared Prosperity Kalamazoo (SPK) Coordinator

DATE: January 3, 2023

SUBJECT: Approve the \$195,000 SPK High Impact Fund Grant to Southwest Childcare Resources (Bid Ref# 00000-023.7)

RECOMMENDATION:

It is recommended that the City Commission approve an agreement to support family and employer engagement services from Southwest Childcare Resources through the Tri-Share Project for the amount of \$195,000.

BACKGROUND:

The purpose of this project will be to increase access to high quality, affordable childcare for working families in the core neighborhoods, help to retain talent, and remove one major barrier to employment. Shared Prosperity Kalamazoo (SPK) has stated and continues to work toward the following goals: 1) increasing access to good jobs, 2) creating strong, economically secure families, and 3) fostering the healthy growth, development, and education of youth. High quality, affordable, and accessible childcare has been identified as a barrier to employment. As such, supporting a strong early childcare ecosystem (both supply and demand) would serve to progress on all three of SPK goals. In addition, SPK has continued to build upon the 2Generation (2 Gen) approach to address the needs of children and their parents together for the purpose of positioning the entire family on a path to permanent economic security. Partnering with Southwest Childcare Resources (SCR) to strengthen the local Tri-Share and early childcare ecosystem will represent a pure 2Gen strategy to move both adults and children on a prosperity pathway.

About Tri-Share: Tri-Share is a state program in which the cost of childcare is shared equally by an eligible employee, their employer, and the State of Michigan, with coordination being provided regionally by a facilitator hub (in this case, Southwest Childcare Resources). Employees eligible to participate in the Tri-Share pilot must be employed by a participating

employer, have an income above 200% of the Federal Poverty Line (FPL) and below 325% FPL, and not otherwise be eligible for the Child Development and Care Program (commonly called the state childcare subsidy). Participating employers must agree to identify and recruit eligible employees, provide the employer portion of each participating employee's childcare costs, and maintain communication with the facilitator hub regarding each employee's continued employment and eligibility. The role of the facilitator hub is to act as a regional intermediary between employers, families, childcare providers, and the State of Michigan, and to provide overall program management.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



Shared Prosperity - Abundant opportunities for all people to prosper

COMMUNITY ENGAGEMENT:

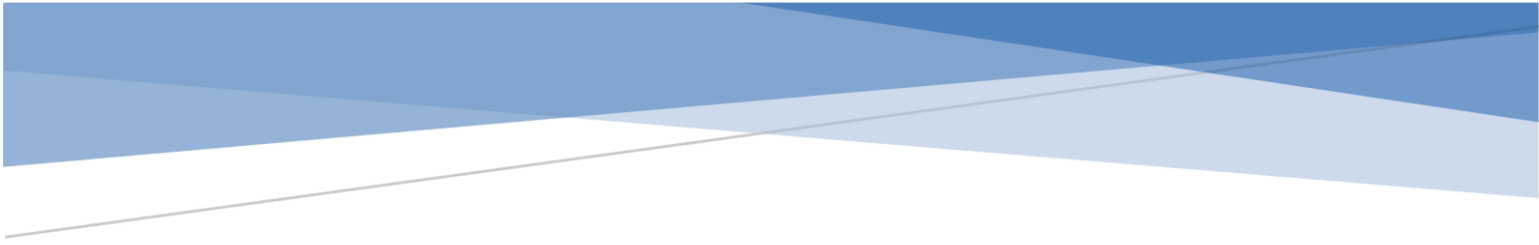
Appropriate Depth of Engagement

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

FISCAL IMPACT:

Funds to cover this Grant contract are budgeted in the SPK High Impact Fund within the Foundation for Excellence Aspirational projects fund budget. There is adequate funding in the 2021 carryforwards to cover the cost of this contract. The funds required for this contract \$195,000. The funding available and estimated costs are detailed below. We are requesting the approval of this contract using the funds below.

Description	Account	Project #	Dollar Amount
SPK High Impact Fund	234-740-02.000-956.000	ffe0200001	\$195,000



CITY OF KALAMAZOO

Shared Prosperity Kalamazoo Tri-Share Project Agreement

2022

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**AGREEMENT
Between the
CITY OF KALAMAZOO
And the
SOUTHWEST CHILDCARE RESOURCES**

2022

THIS AGREEMENT entered this ____ day of _____, 2022 by and between the City of Kalamazoo (herein called the "City") a Michigan municipal corporation located at 241 W. South Street, Kalamazoo, Michigan, and the Southwest Childcare Resources (herein called the "SCR").

WHEREAS, the City has determined to projects through the Shared Prosperity Kalamazoo High Impact Fund as approved by the City Commission on May 17, 2022

NOW, THEREFORE, it is agreed between the parties that;

I. PURPOSE OF INVESTMENT

The City of Kalamazoo will provide a financial investment to support the Master Plan strategic goal of "Shared Prosperity Kalamazoo"; which include:

1. Abundant opportunities for all children and the adults in their lives to prosper,
2. Access to good jobs,
3. Constructing family wellbeing;
4. Provide high-quality resources to prepare residents for diverse employment opportunities and career advancement,
5. Fostering the healthy growth, development, and education of youth
6. Increase access to training and more.

II. SCOPE OF SERVICES

1. SCR will be responsible for providing services and benefits to the residents within the Eastside, Edison, and Northside neighborhoods that supports the development of economically secure families in furtherance of the goals in paragraph I.
 - A. Expected output information
 - a. Support families up to twelve (12) children from the Eastside, Northside, and Edison neighborhood with paying a 1/3 of their childcare expenses through a scholarship supported by Shared Prosperity Kalamazoo - Tri-Share for the next three years.
 - b. Support at least six (6) childcare providers within the key core neighborhoods (Eastside, Northside, and Edison) who have opening in their childcare providers in order to support families who will receive the Tri-Share scholarship over the next 3 years.
 - c. Have six (6) families who received the Tri-Share scholarship will attend the Great Start Parent Coalition in order to learn resources that will help them with parenting issues over the next three years.
 - B. Project Budget
 - a. \$195,000
2. SCR agrees to work with other non-profit and for-profit organizations, community leaders, government, private sector partners, institutions, and the public in support of their goals.

III. DURATION OF AGREEMENT

The effective date of this Agreement will be the date this Agreement is signed by the City of Kalamazoo. The Agreement will end when all reporting requirements have been met, but no later than **Thirty-six months from the date that this agreement is signed by the City of Kalamazoo.**

IV. BUDGET AND PAYMENT

A. Total Budget

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed a total amount of **\$195,000**. Any monies received by SCR from the City pursuant to this Agreement will be used in furtherance of the operations of the project described in the Scope of Services.

B. Project Budget

Prior to the first disbursement of the grant, the Executive Director will provide a **total project operating budget** detailing how the City funds will be spent throughout the Agreement period. The budget developed with City funds should correspond to the Scope of Service activities outlined herein.

C. Payment(s)

The budget will be distributed in three equal increments. If, in the reasonable judgment of the City, SCR has complied with its obligations under this Agreement, the City shall make payments to SCR. Payments will be based on the chart below.

Payment Sequence	Payment Quarter, Month, Year	Payment Disbursed
First Payment		\$65,000
Second Payment		\$65,000
Third Payment		\$65,000

V. PERFORMANCE

SCR shall comply with all timeliness requirements and achieve the goals established in the Scope of Service and as required below:

A. Time Period

Services of SCR shall start on the [NUMBER] day of [MONTH], [YEAR] and shall end on the [NUMBER] day of [MONTH] 20XX. The term of this Agreement and the provisions herein shall cover any additional time during which SCR remain in control of City funds or other City assets.

B. Reporting

SCR will submit an annual report within ninety (90) days upon project completion (attachment template will be provided). If organization has received multiyear funding, one (1) annual report will be provided within ninety (90) days after December 31 for each year of funding. The report will describe:

- i. Project Executive Summary
- ii. Progress & Results
- iii. Successes & Challenges

- iv. Lessons learned
- v. Additional Information
- vi. Financial Attachments

C. Modifications

The City may modify the terms of the performance standards, measures, and outcomes by amendment, with a 30-day notice to SCR. SCR may agree to accept or reject the modification of the terms of the agreement. If SCR rejects the City's modification of the terms, the City may terminate the agreement without providing 90 days' notice as outlined in paragraph XIII. SCR may also modify the Scope of Services or the required budget if circumstances change throughout the year that requires an amendment. SCR must submit a written request to the City for review. The City has 15-days to respond to the request.

VI. SPECIFIC CONDITIONS

The money being granted by the City to SCR is subject to the following terms and conditions:

- A. Any data related to SCR including monies received, expenditures, data regarding project participants, etc., will be made available to the City within a reasonable time of SCR receipt from the City of a written request for said data.
- B. SCR shall ensure that 100% of the participants in its SPK supported projects are residents of the SPK target neighborhoods. Participant information obtained by SCR (and made available to the City upon request) will include the participants' addresses and such other non-confidential demographic information (race, gender identity, income, age, household information) that would assist in assessing that the projects and services are involving residents.
- C. SCR shall operate its projects and activities consistent with the project description as set forth herein and as set forth in the Scope of Services. If at any time during the duration of this Agreement, SCR makes changes affecting project deliverables set forth in the Scope of Services, those changes must be communicated to the City.

VII. PROMOTION

SCR shall acknowledge the City of Kalamazoo's involvement in all projects funded in part, or in entirety, through City funds. Such acknowledgement shall apply to all public statements, whether written or verbal. The appropriate credit line will be that *"This activity is funded by the Foundation for Excellence and brought to you in partnership with Shared Prosperity Kalamazoo."*

VIII. NON-COMPLIANCE

If during the Agreement period, SCR is in non-compliance with the terms and conditions herein, the annual goals and objectives, or that the funds being made available to SCR are not being expended consistent with this Agreement, the City will send notification specifying the issues and concerns and will stop any payments to SCR. Within thirty (30) days of receipt of the notification, SCR shall provide a written response to each issue cited. If the issues are resolved to the satisfaction of the City, payment to SCR will resume.

However, if after ninety (90) days past the notification the issues are not satisfactorily resolved, the City reserves the right to terminate its involvement with SCR and, may, demand a refund of some or all the funds previously paid to SCR.

IX. RELATIONSHIP TO THE PARTIES

Neither of the respective parties hereto, nor any of their respective employees, officers or agents is the agent, officer, or employee of the other party.

SCR and its officers, agents, and employees and all subcontractors and their officers, agents and employees always shall be considered as independent contractors and not as City employees. SCR shall exercise all supervisory control and general control over all workers' duties, payment of all wages to SCR employees, and the right to hire, fire, and discipline all its employees. As an independent contractor, SCR payment under this Agreement shall not be subject to any withholding for tax, social security, or other purposes, nor shall SCR or its officers, agents or employees or any subcontractor or its officers, agents or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers', or unemployment compensation, or the like from the City.

X. CITY OF KALAMAZOO NON-DISCRIMINATION CLAUSE

In connection with the performance of work under this Agreement, SCR agrees to the following:

- A. SCR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
- B. SCR will, in all solicitations or advertisements for employees placed by or on behalf of SCR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the job or position.
- C. If requested by the City, SCR shall furnish information regarding practices, policies and projects and employment statistics for SCR and subcontractors. SCR and subcontractors shall permit access to all books, records, and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
- D. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
- E. SCR will include or incorporate by reference the provisions of the foregoing paragraphs A. through D. in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
- F. SCR shall not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law (for contracts over \$25,000)

XI. INDEMNITY AND INSURANCE

Organization shall comply with **the City of Kalamazoo's policy** hereto attached and incorporated as part of this Agreement, governing Indemnity, and Insurance. Organization shall maintain its current level of professional liability insurance, with the City of Kalamazoo and all its departments, agents, officials, and employees as additional named insured. Organization shall submit verification of insurance satisfactory to City prior to its first request for payment.

XII. FREEDOM OF INFORMATION AND OPEN MEETINGS

As a recipient of funding from the City of Kalamazoo, those records of SCR which pertain to the projects and services funded through this Agreement shall be subject to the Michigan Freedom of Information Act.

XIII. TERMINATION

The City may also terminate its participation in this agreement, so long as it first provides SCR with ninety (90) days written notice of its intent. SCR may terminate its involvement in this project at any time by providing written notice to the City at least ninety (90) days prior to its intended termination date.

XIV. CONTACT / NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Kevin Ford	Whitney Tilman
Shared Prosperity Kalamazoo Coordinator	Southwest Childcare Resources
City of Kalamazoo	
Community Planning and Economic Development Department	
Phone: 269-337-8322	269-349-3296
Email: fordk@kalamazoocity.org	Email: wtilman@ccr4kids.org

SCR–
Signature of Executive Director required.

Signature: _____

Name: _____

Its: _____

Date: _____

CITY OF KALAMAZOO

Signature: _____

Name: James Ritsema

Its: City Manager, City of Kalamazoo

Date: _____

Prepared and Reviewed by:
Clyde Robinson
City Attorney, City of Kalamazoo
241 W. South St.
Kalamazoo MI. 49007



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **G.5.**

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

FROM: Scott A. Borling, City Clerk

DATE: January 3, 2023

SUBJECT: Resolution of Non-Profit Status for Charitable Gaming License - Kalamazoo County Child Abuse and Neglect Prevention Council

RECOMMENDATION:

It is recommended that the City Commission adopt a RESOLUTION recognizing the Kalamazoo County Child Abuse and Neglect Prevention Council as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.

BACKGROUND:

The Kalamazoo County Child Abuse and Neglect Prevention Council (KCAN) is to prevent child abuse and neglect by empowering the community and supporting families through advocacy, outreach, and education. KCAN is planning to hold a euchre tournament on February 10th to raise funds for operating expenses such as print materials, salaries, technology, and books.

In order to hold their fundraiser, KCAN must obtain a Charitable Gaming License from the Michigan Lottery Bureau. One of the requirements of the state process is local governing body recognition that the applicant is a charitable organization operating in that community. KCAN is requesting that the City Commission adopt the attached resolution as part of the state licensing process.

KCAN has provided a letter from the IRS confirming their status as exempt from taxation under section 501(c)(3) of the Internal Revenue Code. In addition, the City Clerk has verified that KCAN is registered as a domestic non-profit corporation with the Michigan Department of Licensing and Regulatory Affairs under the name, "Kalamazoo Children's Alliance," with the Assumed Name "Kalamazoo County Child Abuse/Neglect Council."

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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

Discussion

In his role as the Clerk of the City Commission, the City Clerk receives requests from non-profit organizations who want to apply for charitable gaming licenses. The Clerk reviews the requests, verifies the organizations' non-profit status, and presents qualified organizations to the City Commission for recognition as "non-profit organizations operating in the community."

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

FISCAL IMPACT:

There is no fiscal impact associated with this recommendation.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION 23-

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a Regular meeting of the Kalamazoo City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Anderson on 01/03/2023
DATE

at 7:00 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from the Kalamazoo County Child Abuse and Neglect Prevention Council of Kalamazoo,
NAME OF ORGANIZATION CITY

county of Kalamazoo, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Kalamazoo City Commission at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 01/03/2023.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Scott A. Borling, City Clerk

PRINTED NAME AND TITLE

241 W. South Street, Kalamazoo, MI 49007

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **G.6.**

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

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

DATE: January 3, 2023

SUBJECT: 315 East Frank Street Easement Agreement

RECOMMENDATION:

It is recommended that the City Commission approve and accept an easement with Bogan Developments LLC, the owner of 315 East Frank Street, to permit the City to install a public sidewalk along the west side of North Pitcher Street between East Frank and Myrtle Streets.

BACKGROUND:

The developer, Bogan Development, LLC is developing a mixed use development consisting of thirteen (13) residential apartments and a daycare at 315 E Frank Street. This development is at the northwest corner of E Frank Street and N Pitcher Street. The side street of N Pitcher Street only has a platted right-of-way width of thirty-three (33) feet. Unfortunately, due to a surveying error in the original plats there is an overlap in the roadway and only twenty-three (23) feet of width is available for N Pitcher Street. The development proposed will include the reconstruction of underground storm and water infrastructure in addition to the new paving and sidewalk for N Pitcher Street. Because of the need for sidewalk, street parking and two-way traffic, additional width for the street amenities is needed. To solve this issue, the developer has proposed street work to be built extending onto their property. This would be necessary since the existing road and width is insufficient from a traffic design and public safety access perspective. In order to permit public access in perpetuity, the easement was proposed to construct and maintain public access for the needed road width, water utilities and a new public sidewalk.

The proposed work, to be done by the developer, has been approved by the City Traffic Division and Public Safety and will be built in tandem with the new buildings at 315 E Frank Street. N Pitcher Street, due to its narrow width, serves as an alley in the location where the easement is proposed and is in need of extensive maintenance. Vehicular traffic will access the new housing and daycare by an entrance off of N Pitcher. The new road will improve the sidewalk network,

allow on-street parking for the new residences and businesses and include new pedestrian crossings and connections to the existing street network which will serve the community beyond the new development. The new housing and road amenities will be connected to the surrounding neighborhood while providing a safe and more inviting public space for the new housing, daycare and surrounding neighborhood.

The proposed agreement would formalize the responsibilities of the parties regarding the use of the property and sidewalk. Under City Commission policy the acquisition of an easement may be authorized at the same meeting as it is first considered.

STRATEGIC VISION ALIGNMENT:

Strategic Goal Impact:



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



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



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

COMMUNITY ENGAGEMENT:

Appropriate Depth of Engagement

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

Site Plans are posted on the City of Kalamazoo website. This property was rezoned recently in 2021 which included a public hearing by the Planning and City Commission with a notice to adjacent property owners within 300 feet. The request for this easement was worked out through the site plan review process for the roadway design and extent of easement area on the developers' property.

Discussion: The development plans have been posted on the City of Kalamazoo site plan page and have been available to be viewed since August. There is an opportunity for public comment to be provided during the review period and a link to send an email to the Site Plan Coordinator on that page. The Planning Commission is provided an updated list monthly in their agenda packets posted on the City website that list all site plans under review. There have been no comments from the public on the proposed easement, street design or site plan during the period of time the plan has been under review. The City staff reviewing the plans in site plan review have coordinated with Consumers Power on the power pole location related to the street work.

FISCAL IMPACT:

The City of Kalamazoo will incur the cost of recording the easement with the Clerk-Register and \$1 for consideration of the granting of the easement for public access and utility maintenance access within the easement area.

Description	Account	Project #	Dollar Amount
Recording fee plus \$1	101-728-00.000-801.000		\$31

EASEMENT AGREEMENT

The undersigned owner of the within described property, Bogan Developments LLC, a Michigan limited liability company, whose address is 180 E. Water Street, Apartment 6111, Kalamazoo, Michigan 49007 ("Grantor"), in consideration of the sum of only \$1.00, receipt of which is hereby acknowledged, hereby gives, grants, releases and conveys to the City of Kalamazoo, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan 49007 ("Grantee"), a non-exclusive easement for the purpose of constructing, installing, repairing, maintaining and otherwise operating public utilities, public roadways, public parking, and public sidewalks over, across, under and through the following described parcel of land situated in the City of Kalamazoo, Kalamazoo County, Michigan and more particularly described as follows:

See the Exhibit "A"

(the "Property"). The location of the easement is more particularly described on the attached Exhibit "B" (the "Easement Area").

The Grantee herein, their agents or assigns, shall have the right to enter upon the aforescribed Property for the purpose of construction, operation, maintenance, repair and/or replacement of the public utilities, roadways, parking, and sidewalks located within the Easement Area. Grantee shall be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted. Any trees, shrubbery, plantings, surface improvements, or other portion of the Property disturbed by any such permitted activities of Grantee, shall be restored by Grantee to a condition reasonably similar to that previously existing prior to any such activity. It is the intent of the parties that Grantee shall assume sole responsibility, at its cost and expense, for the maintenance, repair and replacement of the utilities, the roadways, the parking, the sidewalks, and the other areas of pavement within the Easement Area.

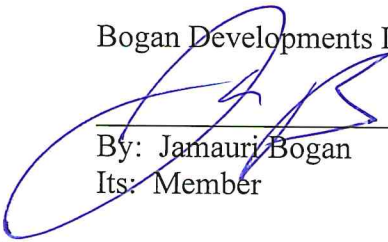
The Easement Area shall not hereafter be improved by Grantor, its agents or assigns, with any permanent buildings or structures without the previous consent of the Grantee. The

foregoing shall not, however, prohibit the improvement of the Easement Area for driveway, surface parking or landscaping purposes. Additionally, in the event Grantor desires to expand the scope of the development on the Property, Grantee agrees to not unreasonably withhold its consent to amending this agreement to accommodate such additional development.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and shall be governed by the laws of the State of Michigan. This agreement may not be amending without the written consent of both parties.

The parties hereto have executed this Easement this _____ day of _____, 2022.

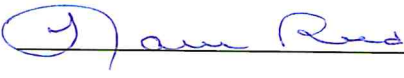
Bogan Developments LLC


By: Jamauri Bogan
Its: Member

STATE OF MICHIGAN)
) ss:
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me in KALAMAZOO County, Michigan, on this 9th day of DECEMBER, 2022 by Jamauri Bogan, Member of Bogan Developments LLC, a Michigan limited liability company on behalf of the company.

LAURA REED
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires Sept 19, 2025
Acting in the County of _____


Notary public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

By: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

Notary public, State of Michigan, County of _____

My commission expires _____

Acting in the County of _____

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Exhibit A

Legal Description of the Property

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

Parcel 1:

Commencing at a point on the Northwest corner of Frank and Pitcher Streets in the City of Kalamazoo and running thence North along the West side of Pitcher Street, 292 feet; thence West parallel with the North line of Frank Street to the right-of-way of the Grand Rapids and Indiana Railroad Company; thence South along said right-of-way of the Grand Rapids and Indiana Railroad Company, to the North line of Frank Street; and thence East along the North line of Frank Street to the place of beginning, being a part of Lots "Q" and "R" of T.C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof.

The above described parcel being described and assessed for tax purposes as follows:
The South 28 feet of Lot "R" and that part of Lot "Q", lying East of the E line of Penn Railroad right-of-way, all of T.C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof.

Parcel 2:

Commencing on the East line of Lot "R" of T.C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof, being also the West line of Pitcher Street, at a point 292 feet North of the North line of Frank Street; running thence West parallel with the North line of Frank Street to the Easterly line of the Grand Rapids and Indiana Railroad Company (now the Pennsylvania Railroad) right of way; thence Northerly on the Easterly line of said Railroad right of way to a point 132 feet South of the South line of Parsons Street; thence East parallel with the North line of Frank Street to a point 80 feet West of the East line of said Lot "R"; thence South parallel with the East line of said Lot "R" to a point 146 feet North of the South line of said Lot "R"; thence East parallel with the North line of Frank Street 80 feet to the East line of said Lot "R"; thence South on the East line of said Lot "R", 118 feet to the place of beginning.

The above described parcel being described and assessed for tax purposes as follows:
Part of Lot "R" of T.C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof; described as commencing on the West line of Pitcher Street and 28 feet North of the South line of Lot; thence West to the East line of the Penn Railroad right-of-way; thence Northerly on said right-of-way to a point 132 feet South of the South line of Parsons Street; thence East to a point 80 feet West of the West line of Pitcher Street; thence South to a point 146 feet North of the South line of said Lot "R"; thence East 80 feet; thence South 118 feet to the point of beginning.

Parcel 3:

Commencing on the East line of Lot "R" of T.C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof, 410 feet North of the North line of Frank Street; running thence North on the West line of North Pitcher Street 90 feet; thence West at right angles with the West line of North Pitcher Street 80 feet; thence South parallel with the first course 90 feet; thence East 80 feet to the place of beginning; being a part of Lot "R" of T. C. Sheldon's Addition to Kalamazoo Village (now the City of Kalamazoo).

Parcel 4:

The East 80 feet of the North 47.6 feet of the South 283.6 feet of Lot "R" of Kalamazoo Village (now the City of Kalamazoo), according to the recorded Plat thereof.

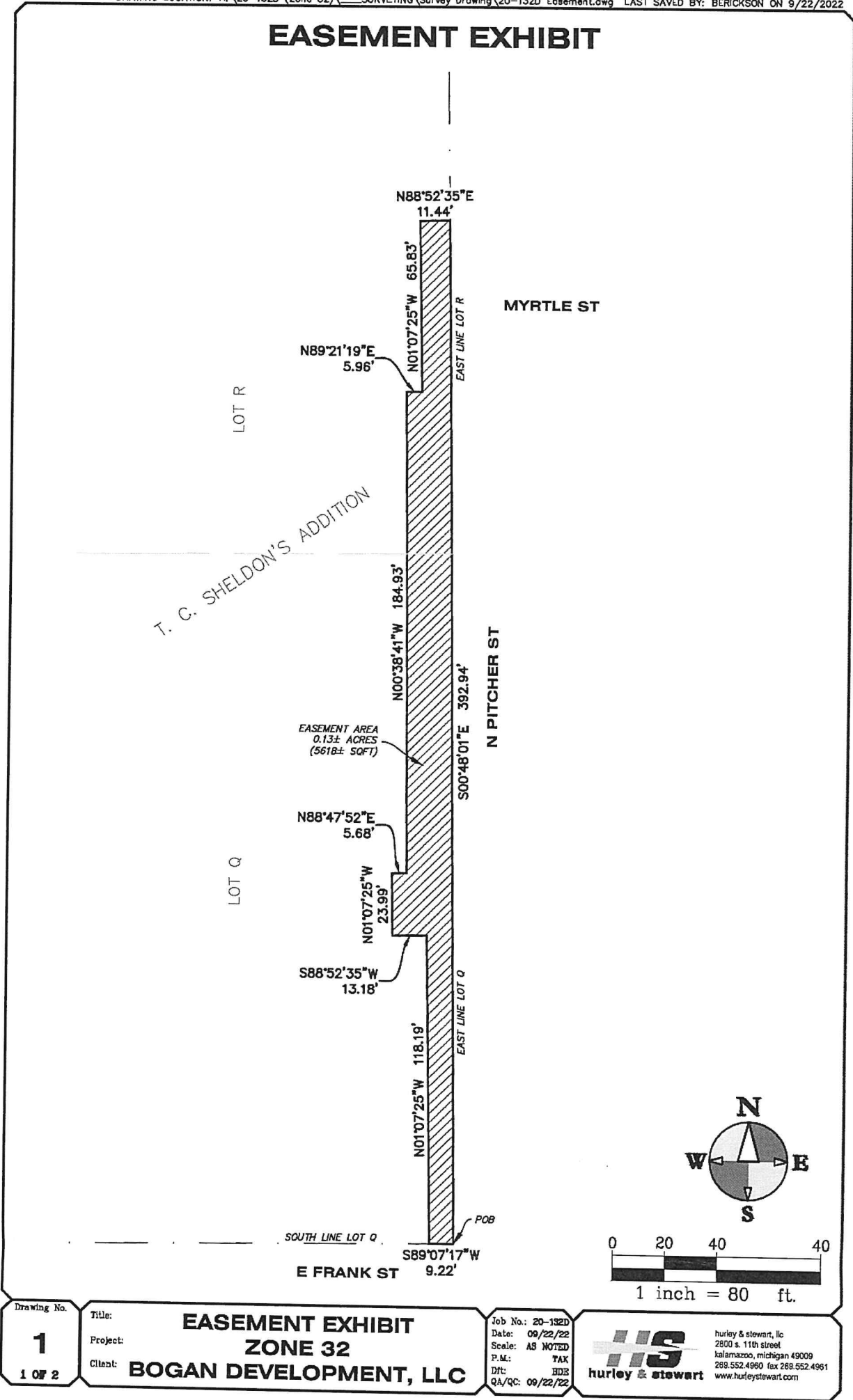
The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness. If the information listed below is inconsistent in any way with the legal description listed above, the legal description listed above shall control.

More commonly known as: 315 E. Frank Street, Kalamazoo, Michigan 49007
Tax Parcel Number: 39-06-15-250-150

Exhibit B
Easement Area

DRAWING LOCATION: H:\20-132D (Zone 32)\SURVEYING\Survey Drawing\20-132D Easement.dwg LAST SAVED BY: BERICKSON ON 9/22/2022

EASEMENT EXHIBIT



EASEMENT EXHIBIT

EASEMENT DESCRIPTION

PART OF LOTS Q AND R OF T. C. SHELDON'S ADDITION TO KALAMAZOO VILLAGE (NOW THE CITY OF KALAMAZOO) LYING IN THE NORTHEAST QUARTER OF SECTION 15, TOWN 02 SOUTH RANGE 11 WEST, CITY OF KALAMAZOO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EAST FRANK STREET WITH THE WEST LINE OF NORTH PITCHER STREET, SAID INTERSECTION ALSO BEING THE SOUTHEAST CORNER OF LOT "Q" OF T. C. SHELDON'S ADDITION TO KALAMAZOO VILLAGE (NOW THE CITY OF KALAMAZOO) AS RECORDED IN LIBER M OF DEEDS PAGE 82, KALAMAZOO COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF EAST FRANK STREET AND THE SOUTH LINE OF SAID LOT "Q" SOUTH 89 DEGREES 07 MINUTES 17 SECONDS WEST 9.22 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 25 SECONDS WEST 118.19 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 35 SECONDS WEST 13.18 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 25 SECONDS WEST 23.99 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 52 SECONDS EAST 5.68 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 41 SECONDS WEST 184.93 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 19 SECONDS EAST 5.96 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 25 SECONDS WEST 65.83 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 35 SECONDS EAST 11.44 FEET TO THE WEST LINE OF NORTH PITCHER STREET AND THE EAST LINE OF LOT "R" OF SAID T. C. SHELDON'S ADDITION; THENCE ALONG THE WEST LINE OF NORTH PITCHER STREET, THE EAST LINE OF SAID LOT "R" AND THE EAST LINE OF SAID LOT "Q", SOUTH 00 DEGREES 48 MINUTES 01 SECONDS EAST 392.94 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.13± ACRES (5,618± SQFT). SUBJECT TO EASEMENTS AND RESTRICTIONS APPARENT AND OF RECORD.

Drawing No.

1

2 OF 2

Title:

EASEMENT EXHIBIT
ZONE 32

Project:

Client:

BOGAN DEVELOPMENT, LLC

Job No: 20-132D

Date: 09/22/22

Scale: AS NOTED

P.M.: TAK

Dft: HDE

QA/QC: 09/22/22



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

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City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **H.1.**

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

FROM: James K. Ritsema, ICMA-CM, City Manager
Reviewed by: David Boysen, Acting Public Safety Chief
Prepared by: Ryan Tibbets, Assistant Chief

DATE: January 3, 2023

SUBJECT: Public Safety Department Deferred Retirement Option Plan Ordinance

RECOMMENDATION:

It is recommended that the City Commission approve an amendment to Chapter 2, Article X “Employee Retirement System” of the Kalamazoo City Code to provide for a Public Safety Department Deferred Retirement Option Plan (DROP) by the addition of Section 2-239.1.

BACKGROUND:

The Kalamazoo Department of Public Safety (KDPS) has struggled to recruit and retain sworn employees which greatly impacts the ability of the department to provide police, fire, and emergency medical services for the residents and visitors of Kalamazoo. This issue is not unique to KDPS as private and public employers across the country are grappling with attracting and retaining qualified workers. KDPS has seen the number of applicants decrease significantly over the recent years which has yielded fewer candidates that receive job offers. Compounding the problem are the number of current vacancies (29 as of December 2022). KDPS anticipates having to hire 99 personnel through the end of 2026, with the recent history of hiring just over 13 personnel per year.

The proposed Deferred Retirement Option Plan (DROP) is a defined benefit (DB) program option whereby retirement eligible employees have the ability to continue employment while freezing their eligible retirement benefit. The primary reason for an employer to consider a DROP is to retain trained/veteran employees beyond their normal retirement date. The primary benefit is deferred recruitment, hiring and training costs that would be associated with hiring new employees.

KDPS worked with Management Services to evaluate the potential impact to the pension fund. An actuarial impact study was requested and completed by GRS Consulting. Additionally,

Human Resources staff facilitated negotiations with the Kalamazoo Public Safety Officers Association (KPSOA) and the Kalamazoo Police Supervisors Association (KPSA).

The proposed DROP is only one piece of the recruiting and retention strategy that is being pursued to stabilize the KDPS staffing levels.

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:

Negligible impact to the Pension fund.

Description	Account	Project #	Dollar Amount
Deferred Retirement Option Plan	Pension Fund		\$0.00

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

AN AMENDMENT TO CHAPTER 2, ARTICLE X, "EMPLOYEE RETIREMENT SYSTEM" OF THE KALAMAZOO CITY CODE TO PROVIDE FOR A PUBLIC SAFETY DEPARTMENT DEFERRED RETIREMENT OPTION PLAN (DROP) BY THE ADDITION OF SECTION 2-239.1

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Chapter 2, Article X, "Employee Retirement System of the Kalamazoo City Code is amended by the addition of Section 2-239.1 as follows:

§ 2-239.1 Public Safety Deferred Retirement Option Plan Program

A. KPSOA and KPSA Public Safety members who obtain 25 years or more of credited service under § 2-236 on or after May 1, 2022, through, December 31, 2026, may elect to participate in a deferred retirement option plan (DROP). Once the employee elects to participate in the DROP program, the employee's participation in the DROP program is irrevocable if they are accepted by the City to be a DROP participant. The employee is solely responsible for any federal, state, or local tax due because of their participation in the DROP.

Participation in the DROP is not guaranteed. A participant must be in good standing with the City and the City may consider staffing level needs and the employee's disciplinary and performance review histories in determining whether to accept the employee into the DROP program. A participant must indicate on the application for participation in the DROP program the number of whole years that the employee wants to participate in the DROP, up to a maximum of three (3) years. As a condition of participation, the employee agrees to retire at the conclusion of their participation in the DROP program. A participant who has elected to participate for one (1) or two (2) years may request, which is not required to be granted by the City, an extension in whole years at least 90 days prior to the employee's anticipated DROP end date. Example: a participant who completes their first year on February 28, 2023, must request an extension by November 30, 2022.

Participation in the DROP does not guarantee the employee continued employment with the City. Except as otherwise provided in this section, an employee who is accepted to participate in the DROP will remain an active City employee but is only eligible to receive any applicable wage changes and benefits provided in the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant and will be subject to the policies and procedures of the City of Kalamazoo and the Department of Public Safety in the same manner as if they had not elected to participate in the DROP program. The amount of credited service, multiplier, and final average compensation of a DROP participant will be determined and fixed at the date of the employee's entry into the DROP program. Any increase in benefits and the additional years of employment service with the City due to DROP participation will not be factored into the employee's pension benefit once the employee begins to receive

DROP program benefits.

B. A DROP account will be created for each DROP program participant and maintained in the pension fund. The participant's account will accrue a guaranteed 2% annual rate of return. Any additional return from interest above 2% or investment growth from the participant's DROP account will remain in the pension fund. Participants will receive a monthly retirement benefit as if they had retired on the day prior to becoming a DROP participant that will be deposited in the participant's DROP account. The monthly retirement benefit will include any applicable Post Retirement Annual Adjustment as defined in §2-237 of this ordinance. A DROP participant will not receive a monthly retirement benefit outside of the DROP account, as calculated pursuant to this Retirement System Ordinance, until termination of their DROP participation and commencement of retirement. A DROP participant shall not have any claim to any funds in their DROP account until separation from City employment.

C. If the participant decides to voluntarily leave the DROP program or is terminated from employment with the City while a DROP participant, the employee will receive a pro rata payout of the accumulated DROP account based on the date of separation. Example: A participant, who in the 9th month of a one-year DROP commitment chooses to leave, would be eligible for 75% of the accumulated DROP funds on the date of separation. If a DROP participant, due to an injury or illness, is unable to perform their duties for more than six (6) weeks in any three-month period, while in the DROP, the participant will be removed from the DROP and will receive the amount of their accumulated DROP benefit as determined on the date of their separation from City employment.

D. Within the 30 days prior to separation from employment with the City due to the conclusion of the employee's participation in the DROP program, the participant must elect one of the following options for the disbursement of the DROP account:

(1) Total lump sum distribution; or

(2) Lump sum direct rollover to another qualified plan as allowed by federal law and subject to the procedures of the retirement system. Any funds not eligible to be rolled over to a qualified plan will be distributed to the employee.

E. If a DROP participant or former DROP participant dies before removing all funds from their DROP account, the former DROP participant's designated beneficiary will receive any remaining balances. If the former DROP participant has not named a beneficiary for their DROP account, the amount in the DROP account shall be paid to the beneficiary of the former DROP participant's retirement allowance. If the former DROP participant has not named a beneficiary to their retirement allowance, the balance in the former DROP participant's account shall be paid to the former DROP participant's estate.

F. Special Provisions:

Notwithstanding any other contractual provision, the following special provisions apply to a DROP participant:

(1) Sick Leave

Upon entry into the DROP, a participant's sick leave balance will be converted to 50%

of the total sick leave balance. Example: A participant's sick leave balance of 1,000 hours will be converted to 500 hours of sick leave.

A participant may elect to carry over up to 252 hours (42-hour employee) of converted sick leave for use during the DROP. Any converted sick leave not carried over will be cashed out. A participant will continue to accrue sick leave as provided in the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant. Upon separation from City employment, a participant may cash out unused sick leave up to the amount originally carried over at the participant's current pay rate. Example: A participant with 500 hours of converted sick leave elects to carry over 200 hours of converted sick leave. The participant will be paid out the remaining 300 hours of converted sick leave at the participant's then-current pay rate. At separation, the participant has 240 hours of sick leave (200 hours carry over + 40 hours of accrued sick leave). The participant will be paid out 200 hours of converted sick leave at the participant's then-current pay rate upon entering the DROP.

(2) Vacation Time

A participant may carry into the DROP up to 180 hours (42-hour employee) of vacation time. A participant's remaining vacation time will be cashed out upon date of entry into the DROP. A participant will continue to accrue vacation time as provided in the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant. The participant will be limited to a maximum of 84 hours of vacation usage immediately preceding the date of separation from City employment. Any unused vacation time up to 180 hours (42-hour employee) will be cashed out at the participant's then-current pay rate upon exiting the DROP and separating from City employment.

(3) Pension Contribution

DROP participants will not make any pension contributions during their participation in the DROP program.

(4) Special Pays

A participant will continue to receive all special pays (longevity pay, educational bonus, assignment bonus, food allowance, clothing allowance, and holiday pay) pursuant to the provisions of the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant.

(5) Compensation Time / COVID Pandemic Emergency Leave Time

A participant will be cashed out of all compensation time upon entry into the DROP. A participant may accrue a maximum 48 hours of compensatory time while a DROP participant. A participant will be paid for up to 48 hours of unused compensatory time upon separation at the participant's then-current pay rate upon entering the DROP. Any Emergency Leave Time (ELT) accrued during the COVID-19 Level I operations (March-May 2020) will be carried over into the DROP, however this COVID-related ELT must be used by the employee before May 4, 2023, to avoid the ELT being waived and forfeited.

(6) Insurance

All insurance, benefits and contributions by the participants will remain in place as

outlined by the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant during the term of the DROP. All retirement benefits and premiums will correspond with the rate set forth by the collective bargaining agreement for the employee in effect at the time the employee becomes a DROP participant.

(7) Promotion

A participant is not eligible for promotion while in the DROP.

G. All monthly payments following participation in the DROP are in lieu of and offset any wage loss claims under the Michigan workers disability compensation act. Any DROP lump sum payments will be an election of benefits disqualifying the participant from claims for workers compensation wage loss benefits. It is the intention of this section that benefits under the DROP are controlled by the operation of § 2-245 of this chapter.

Section 2. Repealer.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are 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 F. Anderson, Mayor

Scott A. Borling, City Clerk



City Commission Agenda Report

City of Kalamazoo

Date: **1/3/2023**

Item: **H.2.**

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

FROM: Clyde J. Robinson, City Attorney

DATE: January 3, 2023

SUBJECT: Amendments to Article X of Chapter 2 - Employee Retirement System

RECOMMENDATION:

It is recommended that the City Commission amend various sections of the City Pension Ordinance to bring the language up to date, clarify existing provisions, and reflect recent staffing changes with the City Manager's office.

BACKGROUND:

The proposed ordinance reflects proposed changes to three sections of the Pension Ordinance. The first is language in the Definitional section to provide for recent staffing changes and new job titles/responsibilities, in particular, the recent appointment of a Chief Operating Officer and Assistant City Manager. The second amendment increases the death benefit from \$1,000 to \$5,000. This benefit is intended to help cover funeral expenses of the retiree, and hasn't increased since the 1980s and the actuarial cost is negligible. Finally, the reciprocal service section is being amended to provide greater clarity as to how service with another Michigan governmental entity can be used by an employee within the Kalamazoo pension system to qualify for, but not increase, benefits.

STRATEGIC VISION ALIGNMENT:



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

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:

None, as the amendments to the Ordinance are internal organizational and administrative changes.

FISCAL IMPACT:

Negligible impact to the Pension fund.

CITY OF KALAMAZOO, MICHIGAN

ORDINANCE NO. _____

AN AMENDMENT TO CHAPTER 2, ARTICLE X, "EMPLOYEE RETIREMENT SYSTEM" OF THE KALAMAZOO CITY CODE TO AMEND VARIOUS PROVISIONS

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Chapter 2, Article X, "Employee Retirement System of the Kalamazoo City Code is amended by the amendment of the following sections:

§ 2-224 Definitions

GENERAL MEMBER ADMINISTRATOR

Any general member who is a City Commission appointee (City Manager, City Attorney, City Clerk and City Internal Auditor), the Chief Operating Officer, Deputy City Manager or Assistant City Manager who is an exempt employee. For purposes of this article, said administrator will be treated as if a general member except as otherwise noted.

§ 2-260 Retirant's Death Benefit.

Upon the death of any retirant, excepting members taking a deferred retirement benefit under §2-239 A., the retirement system shall pay to the beneficiary previously designated by the retirant, or if none to the estate of the deceased, the sum of \$5,000.

§ 2-261 Reciprocal Retirement Act.

A. No change.

B. An employee who has 30 months or more of credited service acquired as a member of the City's retirement system and who has attained the age but has not met the service requirements for age and service retirement shall be entitled to use his or her credited service in force previously acquired as a member of another Michigan governmental or municipal unit retirement system, including credited service in force previously acquired as a member of a retirement system of any public university and tax-supported community or junior college in the state of Michigan, in meeting the service requirements of the City's retirement system. As used in this section, "governmental unit" and "retirement system" mean those terms as defined at MCL 38.1102.

C. As of December 31, 2019, a member can use his or her credited service in force previously acquired as a member of a reciprocal unit, to meet eligibility service requirements to qualify for: (1) increased multipliers found in §§ 2-236 and 2-237; (2) any post-retirement adjustment in for his or her respective employee group; and (3) achieving 25 years of credited service to avoid the reduction in retirement allowance as otherwise required by § 2-237B. Public Safety members who retired before December 31, 2019, can use credited service in force previously acquired as a member of a

reciprocal unit for vesting purposes only. As used in this section, “reciprocal unit” means that term as defined at MCL 38.1102.

D. No change.

E. No change.

Section 2. Repealer.

All former ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are 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

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—

David F. Anderson, Mayor

—

Scott A. Borling, City Clerk