



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, July 2, 2018

7:00 PM

City Commission Chambers at City Hall - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: Pastor Dave Zomer, Bethany Reformed Church
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. Calendar of Upcoming Meetings

E. PUBLIC HEARINGS

F. CONSENT AGENDA

(Action: Motion to approve Items "1-11"; hold Items "12-13" until July 16, 2018; and authorize the City Manager to sign all documents on behalf of the City)

1. Approval of a one-year contract with Ferguson Waterworks for the purchase of miscellaneous water parts inventory in the amount of \$166,422.
2. Approval of a professional services agreement with CSM Group for the Comprehensive Harrison Facility Program assessment for the consolidation of the Stockbridge and Harrison Facilities into one campus in the amount of \$251,653.
3. Approval of a contract with Hoffman Bros. Inc. for the construction of the Station 22 Water Main Project in the amount of \$1,186,906.
4. Approval of a contract with Wightman & Associates, Inc. for professional engineering services related to the Portage Street Improvements between Stockbridge Avenue and Lovell Street in the amount of \$141,800.00.

5. Approval of a contract with Hoffman Brothers, Inc. for the Dutton Place Public Utility Improvements project in the amount of \$210,000.
6. First reading of an ordinance to rezone 37 parcels in the E. Cork Street area from Zone M-1 (Manufacturing, Limited District) to Zone CC (Commercial, Community District); and schedule a public hearing for July 16, 2018.
7. Adoption of a RESOLUTION of Intent to create a Downtown Corridor Improvement Authority, hereafter referred to as the Downtown Kalamazoo Economic Growth Authority (DEGA); and set a public hearing on the matter for August 6, 2018.
8. Adoption of a corrected RESOLUTION vacating the public alley between N. Park Street and Cooley Street and rescinding Resolution 18-11.
9. Adoption of a RESOLUTION to accept a Michigan Natural Resources Trust Fund Grant authorized by the Michigan Department of Natural Resources (DNR) equal to thirty-three (33%) percent of \$919,000.00 and in an amount not to exceed \$300,000 for improvements to Bronson Park; appropriating a match to the grant of \$616,000 (67%); accepting terms of the agreement as received from the DNR; and authorizing the City Manager to sign all necessary documents.
10. Approval of an addendum to the Traffic Signal Maintenance and Utility Locating Services Agreement between the City of Kalamazoo and the Road Commission of Kalamazoo County to add a second Traffic Signal Maintenance Technician.
11. Approval of an agreement granting an easement to Consumers Energy for an underground pipeline in Emerald Park; and authorize the City Manager to sign all related and necessary documents to grant the easement.
12. Adoption of a resolution vacating the northern 105 feet of Foresman Avenue. *(Hold until July 16, 2018)*
13. Authorization for the sale of 5 parking spaces on the alley behind the premises at 250 N. Kalamazoo Mall. *(Hold until July 16, 2018)*

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS BY COMMISSIONERS

N. CLOSED SESSION

O. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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



Commission Agenda Report

City of Kalamazoo

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

FROM: Scott A. Borling, City Clerk

PREPARED BY: Shelby Moss, Deputy City Clerk

DATE: 6/26/2018

SUBJECT: Calendar of Upcoming Meetings

INFORMATIONAL ITEMS

Attached is the calendar of upcoming meetings of the City Commission's advisory boards, commissions, and committees.

ATTACHMENTS:

Type	Description
Meeting Schedule	20180702 Calendar of Meetings



Calendar of Upcoming Meetings

City of Kalamazoo

City Commission (next 30 days)

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

July 16th and August 6th

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

July 16th

Advisory Boards, Commissions and Committees (next two weeks)

The **Parks and Recreation Advisory Board** will meet on Tuesday, July 3, 2018 at 5:20 p.m., at Davis Street Park, located at 901 Davis Street.

The **Tree Committee** will meet on Tuesday, July 3, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, July 10, 2017 at 7:00 p.m., in the Community Room at City Hall.

The **Traffic Board** will meet on Thursday, July 12, 2018 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.

The **Zoning Board of Appeals** will meet on Thursday, July 12, 2018 at 7:00 p.m., in the Commission Chambers at City Hall.

The **Downtown Development Authority** will meet on Monday, July 16, 2018 at 3:00 p.m., in the Community Room at City Hall.



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, 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: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: 6/12/2018

SUBJECT: Annual Purchase of Miscellaneous Water Parts Inventory Bid Ref# 670-39-045.0.2

RECOMMENDATION

It is recommended that the City Commission approve a one year contract with Ferguson Waterworks in the total amount of \$166,422.00 for the purchase of miscellaneous water parts inventory.

BACKGROUND

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

On May 31st, two bids were opened with Ferguson Waterworks being the low responsive bidder for sections one, three, and five. The contract amount associated with section four requires City Manager review. Ferguson Waterworks has performed well with supplying the City of Kalamazoo materials for inventory in the past, and recommends approval of the contract.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funds for these inventory materials were budgeted in the 2018 Public Services Water Utility Budget.

ALTERNATIVES

Staff review did not identify other practical alternatives for this recommendation.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Bid Results Summary

BID RESULTS SUMMARY

PROJECT: 2018 Miscellaneous Water Inventory
Sections I, III & V

DATE: June 22, 2018

BIDDERS SOLICITED: 20

BIDDERS RESPONDED: 2

MBE/WBE BIDS SOLICITED: 6

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 670-39-045.0.2

MBE/WBE AWARDED: No

ISSUE DATE: May 10, 2018

BID OPENING: May 31, 2018

APPROVAL REQUIRED: City Manager

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Ferguson Waterworks	\$166,422.00	Kalamazoo, MI
ETNA Supply, Co.	\$166,703.00	Kalamazoo, MI

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: James H. Cornell, Wastewater Division Manager

DATE: 6/12/2018

SUBJECT: Comprehensive Harrison Facility Program Bid Ref# 918-75-004.0.3

RECOMMENDATION

It is recommended that the City Commission approve the Comprehensive Harrison Facility program for the consolidation of the Stockbridge and Harrison Facilities into one campus by CSM Group of 600 E. Michigan Avenue, Kalamazoo, MI who is pre-qualified with the City in the amount of \$251,653.

BACKGROUND

The City of Kalamazoo utilizes two facilities for the Department of Public Services; the Stockbridge Facility and the Harrison Facility. The Department is exploring the feasibility and cost of combining these into one campus. To accomplish the relocation of Stockbridge Facility personnel and equipment requires an assessment of current and future needs of both Stockbridge and Harrison groups. The addition of personnel, offices, parking, equipment, and storage buildings requires a detailed program of what existing buildings at the Harrison site can be reused and where new buildings and parking could be added to accommodate the needs of Stockbridge personnel. The program assessment will include architectural drawings as well as mechanical and electrical. Cost estimates for the final program will also be included.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funding for this purchase is included in the Department of Public Services 2018 Operations and Maintenance budget.

ALTERNATIVES

No alternative.



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Anna C. Crandall, EIT, Senior Civil Engineer – Water Resources

DATE: 6/18/2018

SUBJECT: Approval of a Contract with Hoffman Bros. Inc. for the Station 22 Water Main Project Bid Ref# 968-39-013.0

RECOMMENDATION

It is recommended that the City Commission approve a contract with Hoffman Bros. Inc. for the construction of the Station 22 Water Main Project in the amount of \$1,186,906.00.

BACKGROUND

In 2016, the Station 22 Elevated Water Storage Facility was identified by the City of Kalamazoo Water Resources Division as a priority project for the High Pressure District within the City's Water System. Currently, there is approximately 5% of the maximum daily flow available in storage for the District; the recommended amount is 25%. The Station 22 Water Main Project is for the installation of approximately 6,100-ft of 24-inch water main to connect the new Station 22 Elevated Water Storage Facility to the existing water distribution system. Water Resources staff retained the professional services of Jones & Henry Engineers for the design of the Station 22 Watermain during 2016 and 2017 budget years.

Bids were opened for the project on Thursday, June 14, 2018. Four bids were received, with Hoffman Bros. Inc. being the low responsive bidder. Hoffman Bros. Inc. has performed well on similar projects in the past and Water Resources recommends approval of this contract.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The funding for the project is available in the City's 2018 Water Capital Improvement Budgets, code wat0200060. Project funding and estimated costs are as follows:

Funding:

2018 Water Capital

\$1,186,906.00

\$1,186,906.00

Costs:

\$1,186,906.00

\$1,186,906.00

ALTERNATIVES

The City could choose to not perform this work, but then the new PS 22 Water Tower could not be used.

ATTACHMENTS:

Type Description

- ▣ Aerial Bid Results Summary
Photo

BID RESULTS SUMMARY

PROJECT: Station 22 Water Main & Upgrades

DATE: June 22, 2018

BIDDERS SOLICITED: 174

BIDDERS RESPONDED: 4

MBE/WBE BIDS SOLICITED: 23

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 968-39-013.0

MBE/WBE AWARDED: No

ISSUE DATE: May 18, 2018

BID OPENING: June 14, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Hoffman Bros., Inc.	\$1,186,906.00	Kalamazoo County
Peters Construction Co.	\$1,191,110.80	Kalamazoo, MI
Dunigan Bros., Inc.	\$1,338,069.30	Jackson, MI
Balkema Excavating, Inc.	\$1,837,260.00	Kalamazoo, MI

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



Commission Agenda Report

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor Knott, 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: Stephen A. Skalski, PE, Assistant City Engineer – Water Resources

DATE: 6/22/2018

SUBJECT: Professional Engineering Services – Portage Street Improvements, Stockbridge Avenue to Lovell Street Bid Ref # 906-07-028.0.27

RECOMMENDATION

It is recommended that the City Commission approve a contract with Wightman & Associates, Inc. for professional engineering services related to the Portage Street Improvements, Stockbridge Avenue to Lovell Street, in the amount of \$141,800.00.

BACKGROUND

Portage Street between Stockbridge Avenue and Lovell Street was identified as a project receiving federal funding in 2019 on the Kalamazoo Area Transportation Study (KATS) Transportation Improvement Program (TIP). The project is slated for federal funding in the amount of \$1,100,000.00 for roadway improvements related to full depth roadway reconstruction, HMA surfacing, ADA ramp upgrades, and curb and gutter replacement where necessary. This section of roadway was also identified by the Water Resources Division for water main replacement, as the current water main is undersized for its use and has experienced numerous water main breaks over the years.

Public Services contacted Wightman & Associates, Inc. to request a proposal for professional engineering services related to the roadway and water design work. Wightman & Associates, Inc. quoted a not to exceed fee of \$141,800.00 for the work. Wightman & Associates, Inc. is currently prequalified by the City for both roadway and water professional services. Public Services has been very satisfied with Wightman & Associates, Inc. work on previous projects, and recommends approval of this contract.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Funding for this project is accounted for in the 2018 Water and Major Streets Capital Improvement Budget.

Funding summary is as follows:

Funding:		
	2018 Water CIP Budget	<u>\$46,950.00</u>
	2018 Major Streets CIP Budget	<u>\$94,850.00</u>
		\$141,800.00
Costs:		
		<u>\$141,800.00</u>
		\$141,800.00

ALTERNATIVES

There were no identified alternatives for this project.



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: James J. Baker, PE Public Services Director and City Engineer

PREPARED BY: Sohil S. Manjiyani, Sr. Civil Engineer

DATE: 6/19/2018

SUBJECT: Dutton Place Public Utility Improvements; Bid Ref. No. # 968-56-033.0

RECOMMENDATION

It is recommended that the City Commission approve a Contract with Hoffman Brothers, Inc. for the Dutton Place Public Utility Improvements project in the amount of \$210,000.00.

BACKGROUND

The Public Utilities located within utility easements within Dutton Place have reached their design life expectancy. The vitrified clay pipe sewer was installed circa 1930 as a 6" sewer main which doesn't meet current minimum design standards. The cast iron water main was installed circa 1936 with anticipated lead water services which will be replaced under the approved Contract.

The Dutton Place Public Utility Improvements project was identified budgeted and approved for the 2018 Construction season. Most recently, City Utilities completed the design of the project and worked with the City's Purchasing Department to bid the Construction. Bids were opened June 13, 2018 for the Dutton Place Public Utility Improvements. Hoffman Brothers Inc. is the lowest bidder on this project.

This Contract includes, but is not limited to: Replacement of Sanitary Sewer on Dutton Place from Rose Street to Dutton Street; Replacement of Water Main on Dutton Place from Rose Street to Dutton Street; pavement Removal and replacement, concrete sidewalk and driveway replacement, and concrete curb and gutter replacement.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

Below is an estimated break down of funding including contingency as proposed in the 2018 Budgets.
Funding

Wastewater: wwr0200055	\$105,000.00
Water: wat0500301	<u>\$105,000.00</u>
Total Available Funding	\$210,000.00

Cost	
Construction: Wastewater	\$105,000.00
Construction: Water	<u>\$105,000.00</u>
Total Cost:	\$210,000.00

ALTERNATIVES

The alternative of not approving the contract with Hoffman Brothers is not recommended as Dutton Place Public Utility Improvements requires utility upgrades.

ATTACHMENTS:

	Type	Description
▢	Aerial Photo	Bid Results Summary

BID RESULTS SUMMARY

PROJECT: Dutton Place Public Utility Improve.

DATE: June 20, 2018

BIDDERS SOLICITED: 96

BIDDERS RESPONDED: 5

MBE/WBE BIDS SOLICITED: 19

MBE/WBE BIDDERS RESPONDED: 1

BID REFERENCE NO: 968-56-033.0

MBE/WBE AWARDED: No

ISSUE DATE: March 16, 2018

BID OPENING: June 13, 2018

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Hoffman Bros., Inc.	\$210,000.00	Battle Creek, MI
Epic Excavating	\$223,454.00	Grand Rapids, MI
Peters Construction Co.	\$226,294.02	Kalamazoo, MI
Northern Construction Services, Corp.	\$285,887.00	Niles, MI
James E. Fulton & Sons	\$409,564.04	Kalamazoo, MI

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Melissa Fuller
*Deputy Director of Mgmt Services/
Purchasing Agent*



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Christina Anderson, City Planner

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 6/18/2018

SUBJECT: Rezone 37 parcels in the E. Cork Street area from M-1 to CC

RECOMMENDATION

It is recommended that the City Commission offer for first reading an ordinance to rezone 37 parcels in the E. Cork Street area from Zone M-1 (Manufacturing, Limited District) to Zone CC (Commercial, Community District), and schedule a public hearing for July 16, 2018.

BACKGROUND

The area for the proposed rezoning is in the E. Cork Street area between Miller Road and Highway I-94, and between Gembrit Circle and Sprinkle Road. It contains 37 parcels of land and is located on the east side of the Milwood neighborhood. Five hotels exist in the rezoning area. They are considered conforming uses in the current M-1 zone, but they cannot expand and no new hotels can be built in this area without a variance granted by the Zoning Board of Appeals. The existing hotels could be re-built if severely damaged or destroyed. The hotel owners are often asked each year by their insurance carriers to obtain zoning compliance letters from the City. One of the hotels needed to obtain a variance to allow an expansion in the last few years. The hotels would be permitted uses in the proposed CC zone, and would not need variances to expand the existing facilities. New hotels could also be built in the area without the need for variances.

The other 32 parcels in the rezoning area contain restaurants, offices, car sales, a gas station, single-family homes, and vacant buildings. A list of all parcels by address and current use is attached. All of the existing uses on the 32 parcels would be permitted uses in the proposed zoning district, with the exception of the single-family homes. The single-family homes would be "conforming" uses, meaning that they are identified as legal, conforming uses in the proposed zone and could be re-built if severely damaged or destroyed. No new homes could be built.

No non-conformities would be created with this rezoning. If the area is rezoned as proposed, no new industrial uses would be permitted. Such uses as junk vehicle storage lots, heavy equipment repair, body shops, and recycling businesses would also not be allowed in the proposed zone in this area. They are allowed in the current manufacturing zone.

The Use Table of the Zoning Ordinance has been attached, which identifies the allowed uses in the CC zone.

POLICY CONSIDERATIONS

All of the parcels for this rezoning request are in the Commercial land use category of the future land use plan of the 2025 Master Plan. This category permits a variety of retail, office, and entertainment uses, and the proposed rezoning is compatible with this category. The request also addresses the Economic Vitality goal of the plan pertaining to retaining existing businesses and removing barriers to certain development types. In this case, it will remove the need for variances for new hotels or expansion of the existing five hotels in the area.

COMMUNITY RESOURCES CONSULTED

The Planning staff presented at the May 1 Milwood Neighborhood Watch Meeting on the proposed rezoning. Approximately 25 citizens attended the meeting. Several general questions were asked by the citizens, but there were no concerns issued regarding the request.

The Planning staff also held a meeting for property owners and occupants within the rezoning area on May 24. A notice of the meeting was mailed to these citizens, along with all property owners and occupants within 300 feet of the rezoning area. Eight citizens attended this meeting. General questions were asked by the meeting attendees. It was reiterated that all of the existing uses in the rezoning area would be permitted or conforming in the proposed zone. No nonconformities would be created. The houses on Allendale would remain conforming uses. It was also mentioned that if the rezoning is approved, no industrial uses, junk yards, or recycling facilities would be allowed in the area. No concerns were expressed by the meeting attendees.

Property owners and occupants were also noticed as required for the Planning Commission meeting on the rezoning request, which took place on June 7, 2018. The notice was also published in the Kalamazoo Gazette. Planning staff received phone calls from four of the affected property owners about the request. They asked the reason for the rezoning, and if it would negatively affect their business. The reason for the rezoning was provided, and it was indicated that their businesses would not be negatively affected by it. One of the property owners asked if a medical marihuana provisioning center would be allowed on his site in the rezoning area. The answer was in the affirmative, if the center met the newly adopted City regulations for such facilities.

There were no public comments during the Planning Commission public hearing on the rezoning request. The Planning Commission voted 4 to 1 to recommend to the City Commission to approve the rezoning request.

The Commissioner who did not vote for the rezoning indicated that he was concerned that the change from M-1 to CC would preclude growers of Medical Marihuana from locating in the area. Areas directly west of the rezoning area contain many acres of M-1 and M-2 zoned land in which growers and processors are a permitted use. Vacant industrial buildings also exist in this area and could be available for this use. As it relates to Medical Marihuana uses in this area, provisioning centers could be a permitted use if it is zoned CC.

The same public notification process will be conducted for the City Commission's meeting on the rezoning request.

FISCAL IMPACT

It is not anticipated that the rezoning will have a fiscal impact on the City. Property values in the rezoning area will likely remain unchanged, and no immediate impact is expected to the tax roll.

ALTERNATIVES

The City Commission has the option of not approving the rezoning request. The rezoning has been requested by the hotels in the area so that they become permitted uses, it is supported by the future land use plan of the 2025 Master Plan, and it supports the existing commercial uses. It is recommended that the City Commission approve the rezoning request.

ATTACHMENTS:

Type	Description
▣ Background Material	Property identification and use
▣ Background Material	Use table from Zoning Ordinance
▣ Aerial Photo	Aerial photograph
▣ Map - Existing Land Use	Existing land use map
▣ Map – Existing Zoning	Existing zoning map
▣ Map – Proposed Zoning	Proposed zoning map
▣ Minutes	PC meeting minutes
▣ Background Material	Property identification - Attach A
▣ Map	Property map - Attach B
▣ Ordinances	Ordinance

Properties within Rezoning Boundary

1. 2450 Sprinkle Road – Penzoil oil change
2. 2460 Sprinkle Road – Ed's Car Sales
3. 2500 Sprinkle Road – Ed's Car Sales
4. 2504 Sprinkle Road – Precision Glass and Vladimir Arts
5. 2536 Sprinkle Road – Sunoco gas station
6. 2656 Sprinkle Road – Vacant land
7. 2700 Sprinkle Road – Modern Woodman office
8. 2720 Sprinkle Road - Motorcars Sales
9. 3650 Alvan – Motorcars Sales
10. 3801 Alvan – Colessco Fire Protection
11. 3751 Alvan – Elenbos Hardwoods
12. 3740 Allendale – Single-family home
13. 3747 Allendale – Single-family home
14. 3804 Allendale – Single-family home
15. 3810 Allendale – Single-family home
16. 3811 Allendale – Single-family home
17. 3818 Allendale – Single-family home
18. 3600 E. Cork Street – Four Points by Sheraton
19. 3620 E. Cork Street – Four Points by Sheraton
20. 3630 E. Cork Street – Holiday Inn Express
21. 3610 E. Cork Street – Vacant land
22. 3700 E. Cork Street – Vacant land
23. 3600 & 3737 Old Cork Street – two vacant buildings
24. 3640 E. Cork Street – Clarion Hotel
25. 3800 E. Cork Street – Baymont Inn
26. 3810 E. Cork Street – The Crew Restaurant
27. 3817 E. Cork Street – Denny's Restaurant
28. 3815 E. Cork Street – Godfather's Pizza
29. 3717 E. Cork Street – Vacant restaurant
30. 3701 E. Cork Street – Red Roof Inn
31. 3656 E. Cork Street – Arby's Restaurant
32. 3651 E. Cork Street – Burger King Restaurant
33. 3655 E. Cork Street – AT&T storage/parking
34. 3649 E. Cork Street – Standard Electrical Company
35. 3645 E. Cork Street – Indusco
36. 3641 E. Cork Street - Electrical Workers Union
37. 3635 & 3639 E. Cork Street – Kalamazoo Amusement/vacant space

ZONING ORDINANCE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD19	RM15	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	CCBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
RESIDENTIAL:																								
Household Living																								
Detached Dwelling	P	P	P	P	P	P	P	P	P		P	C	P	C	C	C	C	C		C				§ 4.2L
Attached Dwelling				P	P	P	P	P	P		P	P	P	C	C	C	C	C		C				§ 4.2D
Cluster Housing Development	P	P	P	P	P	P	P	P	P					C	C	C	C							§ 4.2G
Duplex				P	P	P	P	P	P		P	P	P	C	C	C	C	C		C				
Multi-Unit Dwelling						P	P	P	P		P	P	P	C	P	P	P	P						§ 4.2A
Mobile Home Park										P														
Group Living																								
Adult Foster Care Family Home (6 or Fewer Residents)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						§ 4.2A
Adult Foster Care Small Group Home (6 or Fewer Residents)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						§ 4.2A
Adult Foster Care Medium/Large Group Home (7 to 20 Residents)					P	P	P	P	P	P	P	P	C	P	P	P	P	P						§ 4.2A
Dormitory																							P	
Transitional Residences					S	S	S	S	S							P	P	P						§ 4.2X
Foster Family Group Home	P	P	P	P	P	P	P	P	P	P	P	P		C	C	C	C	C						§ 4.2C
(5 or 6 Children)																								
Foster Family Home (4 or Fewer Children)	P	P	P	P	P	P	P	P	P	P	P	P		C	C	C	C	C						§ 4.2C
Fraternity or Sorority					S	S	S	S	S														P	
Nursing/Convalescent Home					S	S	S	P	P		P	P				P	P	P						§ 4.2C
Assisted Living Facility					S	S	S	P	P		P	P				P	P	P						§ 4.2C
Rehabilitation Center (Live-In Facilities With Up To 6 Beds)					S			S	S		P	P		S	S	S	P	P						§ 4.2C
Rooming/Boardinghouse					S	S	S	S	S					P	P	P	P	P						§ 4.2U

KALAMAZOO CODE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD9	RM15	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	COBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
PUBLIC AND CIVIC																								
College or University												P					P	P	P				P	
Community Recreation																								
Open Space/Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Parks/Recreation Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community Service Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	S	S	P	P	§ 4.2H
Drop-In Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	S	S	P	P	
Cultural Exhibits, Libraries and Museums	S	S	S	S	S	S	S	S	S	S	S	P	S	P	P	P	P	P	P	P	P	P	P	§ 4.2H
Government Office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Hospital												S			S		S	P					P	
Lodge, Fraternal or Civic Assembly											S	P		S	P	P	P	P		P			P	
Postal Service	S	S	S	S	S	S	S	S	S	P	S	P	P	P	P	P	P	P	P	P	P	P	P	
Public Safety Substation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	S	S	S	S	S	S	S	S	S		S	P	S	S	P	P	P	P		P	P	P	P	§ 4.2H
School	S	S	S	S	S	S	S	S	S	S	S	P	S	S	P	P	P	P	P	S	S	P	P	
Utilities and Public Service	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	
COMMERCIAL																								
Adult Regulated Use																	P			P				§ 4.2B
Agricultural Sales or Service																	P			P	P			
Animal Service																								
Kennels																	S				P	P		
Grooming											S	P				P	P	P		P	P			
Sales											S	P				P	P	P						
Veterinary Clinic											S	P				P	P	P		P				
Veterinary Hospital																	P	P		P	P			
Building Maintenance Service												S					P	P		P	P			
Business Support Service												P			P	P	P	P	P	P	P			
Communications Service												P			P	S	P	P	P	P	P			
Construction Sales and Service																	P			P	P			

ZONING ORDINANCE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD19	RM15	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	CCBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
Day Care																								
Day-Care Home, Family (6 or Fewer Residents)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C		P	P	§ 4.2K
Day-Care Home, Group (7 to 12 Residents)	S	S	S	S	S	S	S	S	S	S	S	P	S	P	P	P	P	P	P	C		P	P	§ 4.2K
Day Care Center (Commercial or Institutional)											S	P	S	S	P	P	P	P	P	P	P	P	P	§ 4.2J
Eating and Drinking Establishments																								
Fast Order Food Without Drive-Through											S	P	P	P	P	P	P	P	P	P	P	P	P	§ 4.2M
Fast Order Food Drive- Through												S				S	P	P	P	P	P	P	P	§ 4.2M
Sit Down Restaurant											S	P	P	S	P	P	P	P	P	P	P	P	P	§ 4.2E
Tavern or Lounge											S	P	S	S	P	P	P	P	P	P	P	P	P	§ 4.2E
Brewpub											S	P	S	S	P	P	P	P	P	P	P	P	P	§ 4.2E
Tearoom/Café				S	S	S	S	S	S		S	P	S	P	P	P	P	P	P	P	P	P	P	§ 4.2V
Entertainment and Sports, Spectator																								
Limited												P	S	S		P	P	P	P	P	P	P	P	
General																P	P	P	P	P	P	P	P	
Financial, Insurance, and Real Estate Services											S	P	P	P	P	P	P	P	P	P	P	P	P	§ 4.2I
Food and Beverage Retail Sales																								
Convenience Stores											S	S	P	P	P	S	P	P	P	P	P	P	P	§ 4.2I
Package Liquor Stores											S	S					P	P	P	P	P	P	P	§ 4.2I
Food Sales (Grocery)											S	P	P	P	P	P	P	P	P	P	P	P	P	§ 4.2I
Funeral and Internment Service																								
Cemeteries and Mausoleums	S	S	S	S	S	S	S	S	S				S	S	S	S	P	P	P			P	P	
Cremating																								
Funeral Home															P	P	P	P	P					

KALAMAZOO CODE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD19	RM15	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	CCBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
Gasoline and Fuel Sales (Without Vehicle Service or Repair)											S	S				S	P	P		P	P			
Gasoline and Fuel Sales (With Minor Vehicle Service or Repair)												S					P	P		P	P			
Lodging																								
Bed-and-Breakfast Inn			S	S	P	P	P	P	P		S	P	P	P	P	P	P	P					P	
Hotel/Motel												S					P	P		C	C		P	
Medical Service											S	P	P	P	P	P	P	P	P	P	P		P	
Office, Administrative or Professional											S	P	P	P	P	P	P	P	P	P	P		P	
Parking, Commercial			S	S	S	S	S	S	S							S	S	P	P	P	P	P	P	
Personal Convenience Service											P	P	P	P			P	P		P	P	P	P	§ 4.2R
Employment Agency Primarily for Day Workers																				P	P			§ 4.2I
Personal Improvement Service											P	P	P	P	P	P	P	P		P	P			§ 4.2I
Repair Service, Consumer											P	P	P	P	P	P	P	P		P	P			
Retail Sales and Service, Indoor			S	S	S	S	S	S	S		P	P	S	P	P	P	P	P		P	P			§ 4.2S
Retail Sales and Service, Outdoor											S	S				S	P	P		P	P			§ 4.2T
Sports and Recreation, Participant																								
Indoor												S					P	P		P	P	P	P	
Outdoor																	P	P		P	P	P	P	
Vehicle and Equipment Sales and Service																								
Car Wash											S	S				S	P	P		P	P			§ 4.2F
Fleet Storage																				P	P			
Heavy Equipment Repair																				P	P			
Light Equipment Repair																	P	P		P	P			
Heavy Equipment Sales/Rental																				P	P	P	P	

ZONING ORDINANCE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD19	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	CCBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
Light Equipment Sales/Rental											S					P	P		P	P			§ 4.2P
Storage of Inoperable Vehicles																			P	P			§ 4.2Y
Storage of RVs and Boats											S					S			P	P			
INDUSTRIAL																							
Brewery																			P	P			
Explosive Storage																				P			
Industrial, General											S								P	P			
Industrial, Intensive																				P			
Laundry Service																			P	P			
Manufacturing and Production, Limited											S						P	S	P	P			See Note 3
Manufacturing and Production, Technological											S						P	P	P	P			See Note 3
Mining																					S	P	
Research and Development											S						P	P	P	P		P	
Scrap and Salvage Operations																				P			§ 4.2Y
Wholesale, Storage, and Distribution																							
Mini-Warehouses																S			P	P			
Light (Enclosed Only)											S					S			P	P			
Heavy																				P			
Microbrewery											P						P		P	P			See Note 3
OTHER																							
Agriculture, Crop																			P	P	P	P	
Greenhouse															S	P			P	P	P	P	
Recycling Facilities																							
Large Collection Facility																				P			
Small Collection Facility											P								P	P	P	P	
Processing Center																				P	P	P	

KALAMAZOO CODE

Use Category (Specific Use)	RS4	RS5	RS7	RD8	RD19	RM15	RM15C	RM24	RM36	RMHP	RMU	CMU	CNO	CN1	CO	CN2	CC	CCBD	CBTR	M1	M2	P	IC	Regulations (Always Applicable)
Telecommunications	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	P	P	*	* *See § 4.2W for permitted and special uses
Wind Energy Units																								
Building-mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P § 4.2Z ²	
Small Freestanding (not primary use)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P § 4.2Z ²	
Large and multiple (not primary use)						P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P § 4.2Z ²	
Freestanding (primary use)						S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S § 4.2Z ²	

NOTES:

- For new residential uses in the commercial districts, see § 4.2Q.3.
- For site plan requirements, see § 4.2Z.1.
- In the CCBD Zoning District, the manufacturing and production, limited; manufacturing and production, technological; and microbrewery uses are restricted so that the total building area dedicated to the manufacturing use in CCBD is no greater than 10,000 square feet.

Legend for Use Table

- C: Conforming Use (existing uses may be considered permitted, but new uses will not be allowed)
- P: Permitted Use (allowed by right)
- S: Special Use (requires Special Use Permit approval)
- Blank: Not Permitted

ZONING ORDINANCE

A Attachment 3

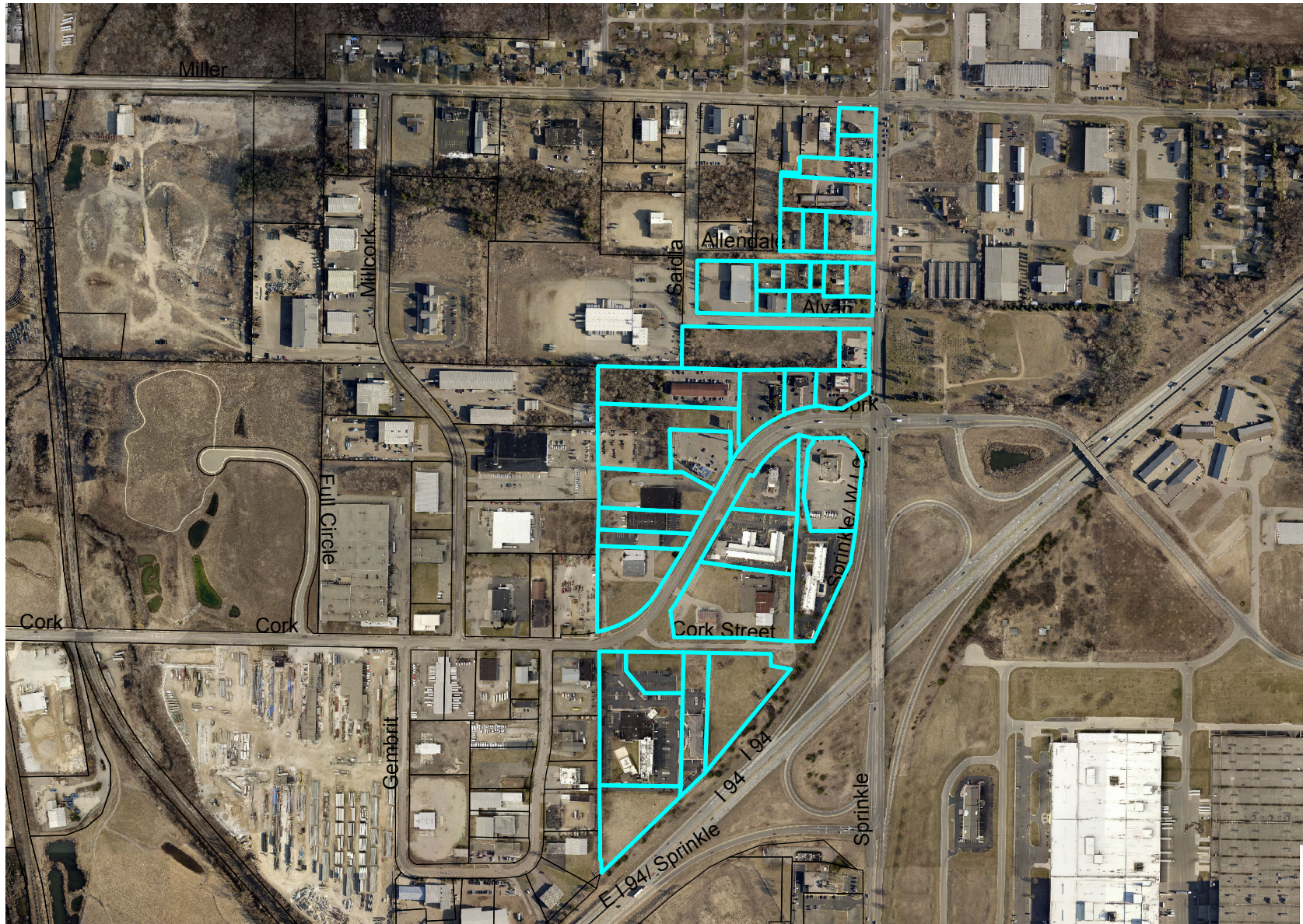
City of Kalamazoo

Use Table

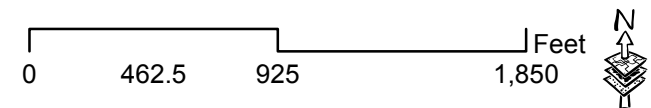
[Amended 3-19-2007 by Ord. No. 1822; 9-20-2010 by Ord. No. 1872; 1-31-2011 by Ord. No. 1878; 8-20-2012 by Ord. No. 1900; 6-2-2014 by Ord. No. 1922]

- A. Permitted Uses [P]. A "P" indicates that a use is permitted by-right, subject to compliance with all other applicable local, state and federal regulations, including the regulations of this ordinance.
- B. Conforming Use [C]. A "C" indicates that the use may not be established after October 18, 2005, but if the use was legally established and in existence on that date it may continue to exist as a legal conforming use. [Amended 3-19-2007 by Ord. No. 1822]
- C. Special Uses [S]. An "S" indicates that a use is allowed only if reviewed and approved in accordance with the special use permit procedures of § 8.3D: Special Use Permit.
- D. Uses Not Allowed [Blank Cell]. A blank cell indicates that the listed use is not allowed in the respective district.
- E. Use-Specific Standards. Many allowed uses, whether permitted by right or by special use permit, are subject to compliance with use-specific standards and conditions. These standards and conditions are indicated by section number in the right-hand column of the table.
- F. Use Categories. All of the use categories listed in the first column of the Use Table are defined in § 12.3: Definitions and Use Categories.
- G. Unlisted Uses. If an application is submitted for a use that is not listed in the Use Table of this section, the City Planner is authorized to classify the new or unlisted use into an existing land use category that most closely fits the new or unlisted use, using the interpretation criteria of § 12.2B: Classification Considerations. If no similar use determination can be made, the City Planner may initiate an amendment to the text of this Ordinance to clarify where such uses will be allowed.
- H. Sites with Multiple Principal Uses. When all principal uses of a development fall within one use category, the entire development is assigned to that use category. A development that contains a bookstore, clothing store and sporting goods store, for example, would be classified in the Retail Sales and Service (indoor) category because all of the development's principal uses are in that category. When the principal uses of a development fall within different use categories, each principal use is classified in the applicable category and each use is subject to all applicable regulations for that category.

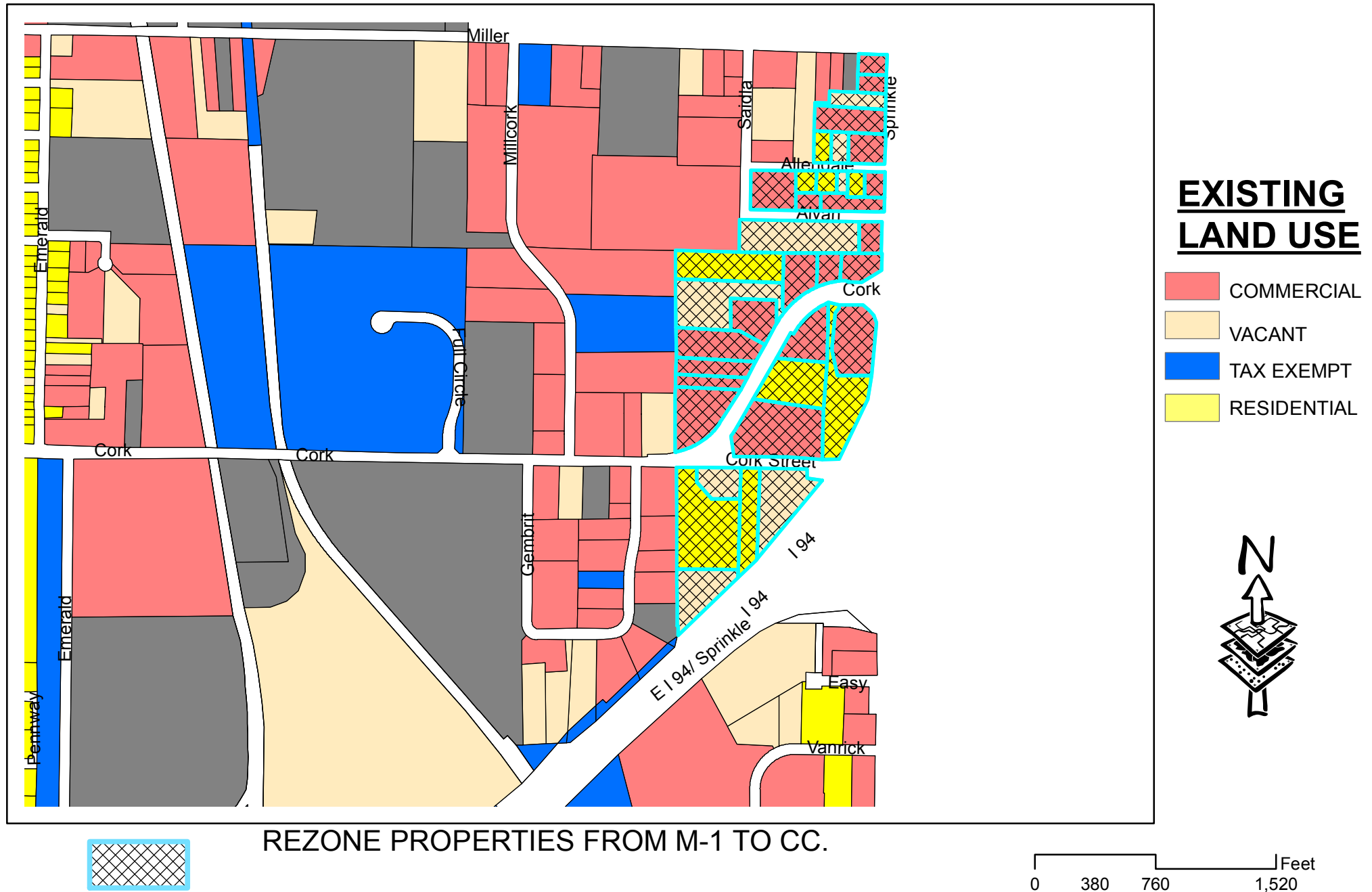
P. C. #2018.06
Rezone multiple parcels on East Cork from Zone
M-1 to Zone CC



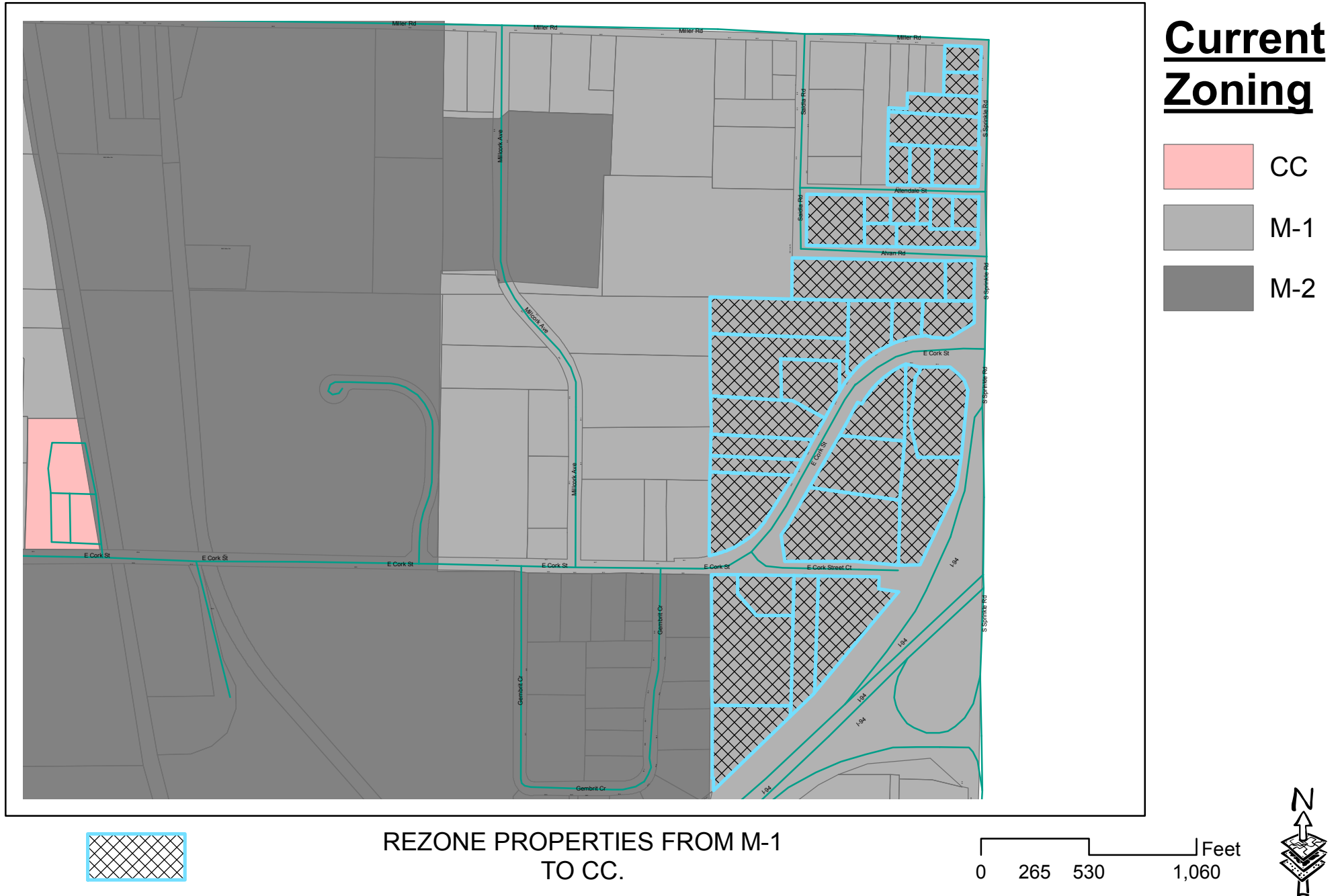
REZONE PROPERTIES FROM M-1 TO CC.



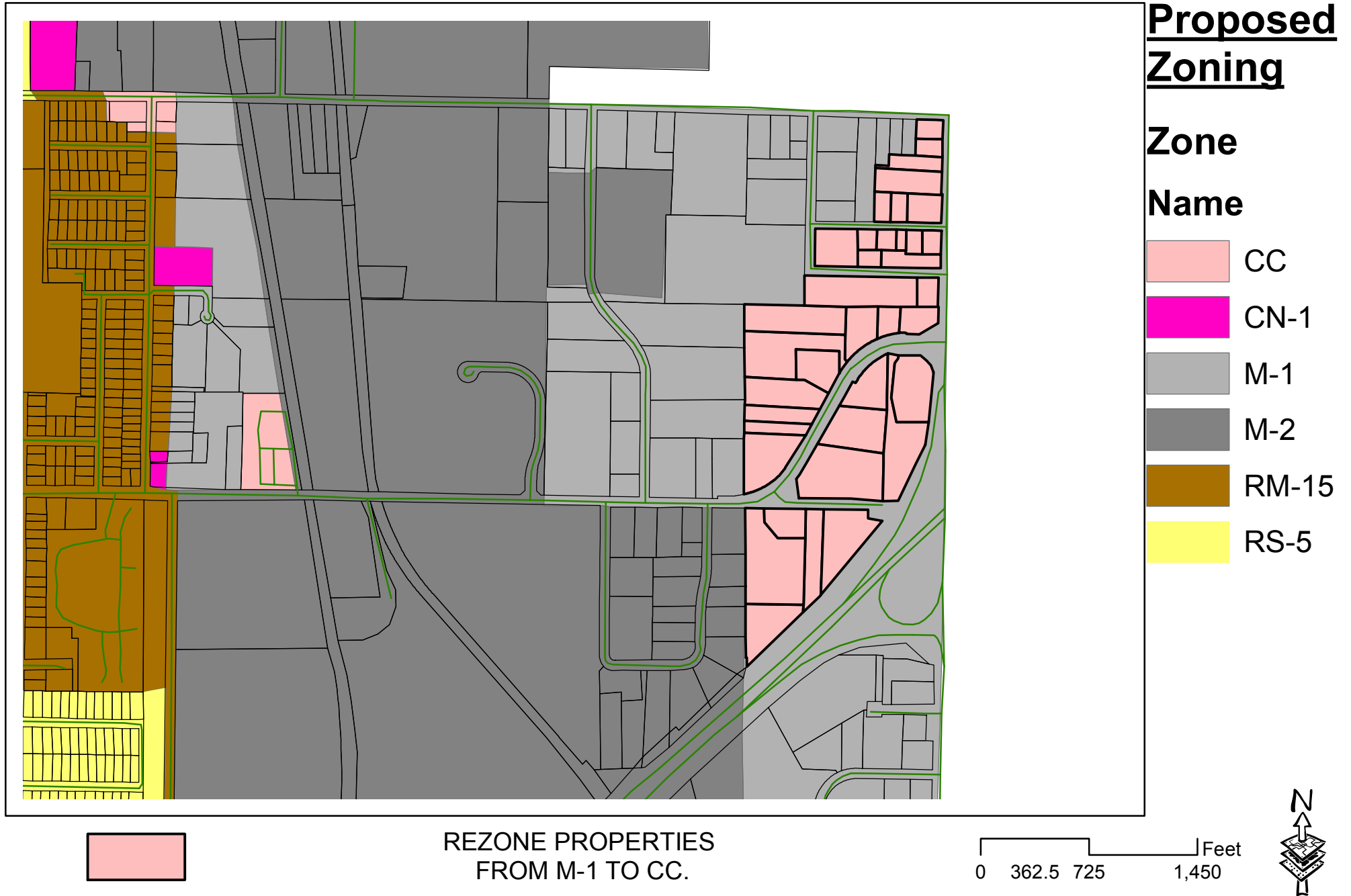
P.C. #2018.06 -
Rezone multiple parcels on East Cork
from Zone M-1 to Zone CC



P. C. #2018.06 -
Rezone multiple parcels on East Cork
from Zone M-1 to Zone CC



P. C. #2018.06 -
Rezone multiple parcels on East Cork
from Zone M-1 to Zone CC



City of Kalamazoo
PLANNING COMMISSION
Minutes
June 7, 2018
DRAFT

Second Floor, City Hall
Commission Chambers
241W. South Street, Kalamazoo, MI 49007

Members Present: Rachel Hughes-Nilsson, Chair; Gregory Milliken Vice Chair; Sakhi Vyas; Derek Wissner; Alfonso Espinosa;

Members Excused: Charley Coss; James Pitts; Jack Baartman; Emily Greenman Wright

City Staff: Christina Anderson, City Planner; Robert Bauckham, Senior Development Planner; Clyde Robinson, City Attorney and Amanda Coeur, Community Development Secretary

A. CALL TO ORDER

Commissioner Hughes-Nilsson called the meeting to order at 7:03 p.m.

B. ROLL CALL

Planner Anderson proceeded with roll call and determined that the aforementioned members were present.

C. ADOPTION OF FORMAL AGENDA

Commissioner Milliken, supported by Commissioner Espinosa, moved approval of the May 3, 2018 Planning Commission agenda. With a voice vote, the motion carried unanimously.

D. APPROVAL OF MINUTES

Commissioner Espinosa requested that the spelling of his name be corrected in the minutes. **Commissioner Espinosa, supported by Commissioner Vyas, moved approval of the May 3, 2018 Planning Commission minutes as amended. With a voice vote, the motion carried unanimously.**

E. COMMUNICATIONS AND ANNOUNCEMENTS

None

F. PUBLIC HEARINGS

P.C. #2018.04: Request from Walter Jones, III for a special use permit to allow a lodge use at 701 Riverview Drive and 911 Hotop. [Recommendation: motion to approve the request.]

Planner Bauckham presented the staff report. He stated the property contains a building that was formerly used as a restaurant with a parking lot. He told the Commission the building had been vacant since 2015. The properties in question are part of the Riverfront Overlay District. The applicant is proposing using the property for an American Legion Post as well as a café. A special use permit is needed for the lodge use only, as restaurants are a permitted use. If the special use permit is approved, the applicant will update the façade of the building. The applicant will manage both the café and lodge. The applicant presented the request to the Eastside Neighborhood Association at a regular meeting, and the Association had no objections to it. Currently there are no building additions planned, no parking upgrades needed, and no tree removals planned. City staff is recommending approval of the request.

The applicant, Walter Jones III, spoke to the Commission and requested the special use permit be approved. Mr. Jones gave background information on the American Legion organization. Mr. Jones is a veteran himself, having three purple heart medals awarded to him. He stated there is a serious problem of homelessness among veterans in the community. They are planning to donate the proceeds from the café operation to the Eastside Neighborhood Association and Ecumanical Senior Center.

Commissioner Milliken asked the applicant how many tables are proposed within the café. Mr. Jones stated he would like to see a capacity of 30-40 people, but is waiting on the Fire Marshal to give him an exact capacity count.

There were no public comments.

Commissioner Vyas, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Wissner, with support from Commissioner Vyas, moved to approve the special use permit to allow a lodge use at 701 Riverview Drive and 911 Hotop Avenue.

Commissioner Wissner stated he thinks this will be a good use of the property. Commissioner Hughes-Nilsson thanked the applicant for his service and gave her support of this project.

A roll call vote was taken and the request was unanimously approved.

P.C. #2018.06: Request from the Community Planning & Development Department to rezone several parcels along E. Cork Street between Gembrit Circle and Sprinkle Road from Zone M-1 (Manufacturing, Limited District) to Zone CC (Commercial, Community District). [Recommendation: motion to recommend to the City Commission to approve the request.]

Planner Bauckham presented the staff report. He stated that this was a staff initiated request to change the zoning of 37 properties. Currently, all of the parcels are zoned M-1, manufacturing. The proposal is to rezone them to the CC, commercial district. There are currently five hotels in the area, which are identified as a conforming use in the Zoning Ordinance. However, the hotels cannot expand and no new hotels can be built without variances granted by the Zoning Board of Appeals. If the rezoning is approved, these hotels would be a permitted use and they would no longer have to go through the variance process to expand. New hotels could also be built in the area without the need for variances.

Planner Bauckham explained that staff expanded the area to better match the Future Land Use map that was approved in the 2025 Master Plan. The expanded area includes are car sales lots, offices, vacant buildings, restaurants, and single family homes. The single family homes would be a conforming use with the proposed change of zoning. The current homes could be replaced if destroyed, but no new homes could be added. All of the other existing uses in the rezoning area would be permitted in the proposed CC zone. No new industrial uses would be permitted in the area, or junk yards, body shops, or recycling facilities. The rezoning would not affect the existing industrial uses located to the west of the 37-parcel rezoning area. City staff attended the Milwood Neighborhood Watch meeting regarding this request on May 1, and no objections were stated. All property owners and occupants in the area were invited to a meeting on May 24 to discuss the request. No objections were provided during that meeting. Many questions were asked by citizens during both meetings, but no concerns were raised. Staff also answered several telephone calls about the request. Questions were asked by the callers but no objections provided. Planner Bauckham also stated that the rezoning meets the Economic Vitality Goal of the 2025 Master Plan.

Commission Milliken asked if the current uses on Sprinkle Road would be conforming. Planner Bauckham stated all of the existing uses on Sprinkle Road would be permitted in the proposed zone.

There were no public comments.

Commissioner Vyas, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Milliken, supported by Commissioner Vyas, motioned to recommend to the City Commission to approve the rezoning of thirty-seven (37) parcels located along E. Cork Street between Gembrit Circle and Sprinkle Road.

Commissioner Milliken stated that this rezoning was consistent with the Master Plans vision. He spoke about staff identifying that the uses would be permitted or conforming, and this will create a good environment for economic vitality.

Commissioner Espinosa spoke about his concern that the city is limiting where marijuana growing operations can be located. He stated the city is removing some current barriers, but should limit future barriers for marijuana uses.

A roll call vote was taken and the request was approved by a vote of 4 to 1.

P.C. #2018.07: Request from Matthew and Yvonne Bond to vacate the north 105 feet of Foresman Avenue. [Recommendation: motion to recommend to the City Commission to approve the street vacation request, with one condition.]

Planner Bauckham presented the staff report for this case. He stated that the street is within the Eastside neighborhood. The Eastside small homes project is proposed for a portion of this street, south of the proposed vacation area. The applicant is requesting the vacation of the north 105 feet of Foresman Avenue. This section of road is not paved. The Public Services and Public Safety Departments were asked if their departments had any issues with the request. Public Services asked that there be one condition to the request, which is that an easement be provided to the Department for access to the underground utilities in the street section for maintenance purposes. Planner Bauckham reported that the Eastside Neighborhood Association had no objections to this request. The request meets the 2025 Master Plan goal of removing barriers to desired development. The applicant would like to build a gazebo in his rear yard and cannot accomplish this if the vacation is not approved.

Commissioner Wissner asked Planner Bauckham who owns the properties on either side of the street section proposed for the vacation. Planner Bauckham responded that the applicant owns the properties on either side.

Matthew Bond, the applicant, stated that his family has lived on Charles Avenue since 1990. He indicated his home sits on 3 acres, which are adjacent to the street section for the proposed vacation. Mr. Bond stated they plan to make some improvements to their property.

There was no public comment.

Commissioner Wissner, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Milliken, supported by Commissioner Espinosa, motioned to recommend to the City Commission to approve the vacation of the segment of the public street, with one condition. The condition of approval is that an easement be provided to the Public Services Department for access to the underground utilities in the street section for maintenance purposes.

Commissioner Milliken stated the request meets the standards of the ordinance and the street vacation policy.

A roll call vote was taken and the request was unanimously approved with the condition.

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

None

I. CITIZENS' COMMENTS (Regarding non-agenda items)

None

J. CITY COMMISSION LIAISON COMMENTS

None

K. CITY PLANNER'S REPORT

Planner Bauckham spoke in regards to the City Planner's Report. He reviewed the Site Plan Review spreadsheet that was in the Commissioners' packets. Some highlights of the report were:

- A four story building will be built where the former police station was located on Cedar Street.
- Lot 9 located east of the Radisson Hotel will become a mixed-use development project.
- Crane Park improvements have been approved, which will include a pickleball court.
- The Hospitality House for Bronson Hospital has started construction on South Burdick Street.
- Work is continuing on the Midtown Marketplace building on Howard Street.
- There will be a site plan meeting next week for the Northside Association for Community Development duplex project on North Street.

Planner Bauckham also stated that due to the Fourth of July holiday, the next Planning Commission meeting will be held on July 10th.

L. MISCELLANEOUS COMMENTS BY PLANNING COMMISSIONERS

None

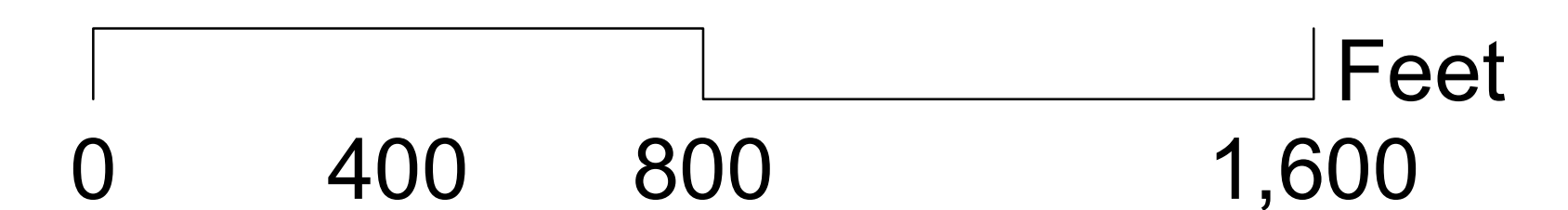
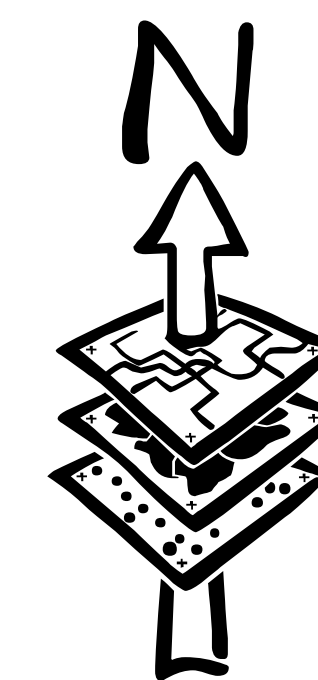
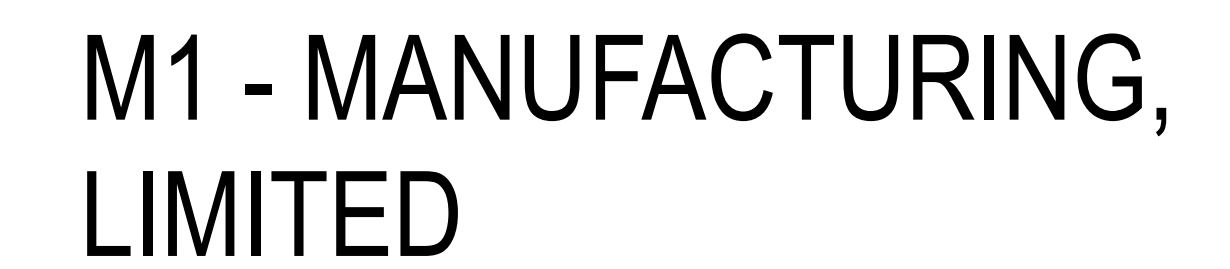
M. ADJOURNMENT

Commissioner Espinosa, supported by Commissioner Wissner, moved to adjourn the meeting. A voice vote was taken and passed unanimously. Meeting was adjourned at 7:48pm.

Appendix A – Parcel Addresses**Tax ID Number**

1. 2450 Sprinkle Road – Penzoil oil change	06-25-429-002
2. 2460 Sprinkle Road – Ed’s Car Sales	06-25-429-003
3. 2500 Sprinkle Road – Ed’s Car Sales	06-25-434-002
4. 2504 Sprinkle Road – Precision Glass and Vladimir Arts	06-25-434-001
5. 2536 Sprinkle Road – Sunoco gas station	06-25-439-001
6. 2656 Sprinkle Road – Vacant land	06-25-444-002
7. 2700 Sprinkle Road – Modern Woodman office	06-25-444-003
8. 2720 Sprinkle Road - Motorcars Sales	06-25-449-002
9. 3650 Alvan – Motorcars Sales	06-25-447-001
10. 3801 Alvan – Colessco Fire Protection	06-25-443-005
11. 3751 Alvan – Elenbos Hardwoods	06-25-442-002
12. 3740 Allendale – Single-family home	06-25-443-001
13. 3747 Allendale – Single-family home	06-25-438-001
14. 3804 Allendale – Single-family home	06-25-443-002
15. 3810 Allendale – Single-family home	06-25-443-004
16. 3811 Allendale – Single-family home	06-25-438-002
17. 3818 Allendale – Single-family home	06-25-444-001
18. 3600 E. Cork Street – Four Points by Sheraton	06-25-496-001
19. 3620 E. Cork Street – Four Points by Sheraton	06-36-226-001
20. 3630 E. Cork Street – Holiday Inn Express	06-36-231-001
21. 3610 E. Cork Street – Vacant land	06-36-240-002
22. 3700 E. Cork Street – Vacant land	06-36-277-001
23. 3600 & 3737 Old Cork Street – two vacant buildings	06-25-496-001
24. 3640 E. Cork Street – Clarion Hotel	06-25-487-001
25. 3800 E. Cork Street – Baymont Inn	06-25-493-001
26. 3810 E. Cork Street – The Crew Restaurant	06-25-489-001
27. 3817 E. Cork Street – Denny’s Restaurant	06-25-479-001
28. 3815 E. Cork Street – Godfather’s Pizza	06-25-478-001
29. 3717 E. Cork Street – Vacant restaurant	06-25-477-001
30. 3701 E. Cork Street – Red Roof Inn	06-25-476-001
31. 3656 E. Cork Street – Arby’s Restaurant	06-25-488-002
32. 3651 E. Cork Street – Burger King Restaurant	06-25-481-001
33. 3655 E. Cork Street – AT&T storage/parking	06-25-480-001
34. 3649 E. Cork Street – Standard Electrical Company	06-25-485-001
35. 3645 E. Cork Street – Indusco	06-25-485-002
36. 3641 E. Cork Street - Electrical Workers Union	06-25-485-003
37. 3635 & 3639 E. Cork Street – Kalamazoo Amusement/vacant space	06-25-490-001

Attachment B



CITY OF KALAMAZOO, MICHIGAN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 1.8.A. ZONE DISTRICT MAP OF THE ZONING
ORDINANCE, BEING APPENDIX A OF THE KALAMAZOO CODE**

THE CITY OF KALAMAZOO ORDAINS:

Section 1. Pursuant to Section 1.8.E. of the City of Kalamazoo Zoning Ordinance, being Appendix A of the Kalamazoo City Code of Ordinances, the Zone District Map described in Section 1.8.A. is amended as follows:

The land area consisting of thirty-seven (37) parcels located in Section 25 and Section 36 of the City of Kalamazoo, County of Kalamazoo, State of Michigan, and more fully described by parcel address and current use in Attachment A, is rezoned from Zone M-1 (Manufacturing, Limited District) to Zone CC (Commercial, Community District) and as identified on the accompanying map, being Attachment B.

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

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

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

CERTIFICATE

The foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Kalamazoo at a regular meeting held on _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act, and furthermore, said ordinance was duly recorded, posted, and authenticated by the Mayor and City Clerk as provided by the Charter of said City.

Bobby J. Hopewell, Mayor

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J. Echinaw, Legal Secretary

DATE: 6/28/2018

SUBJECT: Kalamazoo Downtown Economic Growth Authority

RECOMMENDATION

It is recommended that the City Commission adopt a Resolution of Intent to create a Downtown Corridor Improvement Authority, hereafter referred to as the Downtown Kalamazoo Economic Growth Authority (DEGA) and set a public hearing on the matter.

BACKGROUND

Since 1989, the Downtown Development Authority has funded the majority of its activities through tax increment revenues. In recent years, the values within the district for which those revenues are calculated and collected have plummeted. Similar to the City, the DDA was negatively impacted by the great recession, and due to constitutional constraints, has not recovered fully. Additionally, upon its creation, the values of the district were largely concentrated with one major industrial complex. Changes to that complex resulting from mergers and acquisitions have led to demolitions, transfers in ownership to tax-exempt entities, and assessment appeals. Due to these factors, the overall value of the district has fallen below the initial assessed value, eliminating the primary funding source of the DDA.

Act 280 of 2005 authorizes the governing body of a municipality to create corridor improvement authorities when certain qualifying criteria are met. The intent in creating these authorities is to aid in the redevelopment of commercial corridors and qualified development areas to promote economic growth. The powers granted to a corridor improvement authority board are similar to those granted to the DDA and Brownfield Redevelopment Authority so as to be able to carry out the intent of the Act.

The activities of an authority are largely funded by proceeds from a tax increment financing plan. As with the current DDA, corridor improvement authorities are also able to issue revenue bonds, accept donations, levy special assessments and receive fees/rentals from property and facilities operated or controlled by the authority.

The proposed boundaries of the DEGA largely mimic those of the existing Kalamazoo Downtown Development Authority, existing almost exclusively with the boundary of the Central Business District Neighborhood and so as to meet the definition of a qualified development area, the under the Act, necessarily includes the Kalamazoo Transit Center. Significantly the boundary excludes the aforementioned industrial parcels now owned by Zoetis. The proposed boundaries extend down Stadium Drive to Oliver Street allowing for investment in the southwest gateway into downtown. Also included are the commercial blocks of West Michigan Avenue and Academy Street between Westnedge Avenue and Stadium Drive. Lastly, the proposed boundary crosses the Kalamazoo River, to

include the redevelopment site known as Merchant’s Crossing.

The creation of this corridor improvement authority is consistent with Imagine Kalamazoo 2025 and the Urban Growth Initiative, and will provide a much-needed source of revenue to the development of downtown and ongoing infrastructure investment since it will reset basis on which tax increment revenues will be collected.

COMMUNITY RESOURCES CONSULTED

Over the last year, Downtown Kalamazoo Inc, on behalf of the Downtown Development Authority, and in partnership with the City Manager’s Office and the Community Planning and Economic Development Departments have explored multiple tools afforded by state Law to replace the DDA revenue shortfall. Engagement with multiple outside consultants and State of Michigan economic development staff have led to the conclusion that the creation of a the Kalamazoo Downtown Economic Growth Authority (DEGA) under the Corridor Improvement Authority Act of 2005 is the best solution to the current crisis faced by the DDA.

FISCAL IMPACT

As has been in place with the current DDA on a district basis, and the Brownfield Redevelopment Authority on a parcel-by parcel basis, growth in tax revenues within the proposed district would be captured for re-investment into the district.

ALTERNATIVES

The City Commission could choose not to adopt the resolution of intent, but such is not recommended given that the authorizing statute has been amended effective January 1, 2019 making the creation of a CIA a less attractive option, and that without a new revenue source, downtown development efforts under the City are predicted to be insolvent within a year.

ATTACHMENTS:

Type	Description
□	Report DEGA Resolution of Intent
□	Map Proposed Zone

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

**A RESOLUTION DECLARING THE INTENT TO CREATE AND PROVIDE
FOR THE OPERATION OF THE DOWNTOWN KALAMAZOO ECONOMIC
GROWTH AUTHORITY**

Minutes of a regular meeting of the City Commission of the City held on July 2, 2018, at or after 7:00 p.m., local time, at City Hall, 241 W. South Street, Kalamazoo, Michigan.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Corridor Improvement Authority Act, Public Act 280 of 2005 (“the Act”), authorizes the City to establish a corridor improvement authority and establish a qualified development area, provided that certain prerequisites are met, so as to redevelop its commercial corridors and promote local economic growth; and

WHEREAS, the scope of powers which may be exercised by a corridor improvement authority board and improvements that may be undertaken is broader within a qualified development area under the Act; and

WHEREAS, the City has identified an area within the City which it proposes to be designated as a corridor improvement qualified development area; and

WHEREAS, in order to comply with the requirements of the Act, the City Commission desires to express its intent to establish a corridor improvement authority, designate the boundaries of a qualified development area, and to set a public hearing regarding the establishment of the authority and the designation of a qualified development area;

NOW THEREFORE BE IT RESOLVED:

1. It is the intention of the City Commission to create and provide for the operation of a Downtown Kalamazoo Economic Growth Authority (DKEGA) pursuant to §6 of the Act, MCL 125.2876.
2. It is the further intention of the City Commission that the DKEGA include all properties within a qualified development area that contains a transit-oriented facility so as to meet the qualifying criteria set forth at §5 of the Act, MCL 125.2875.

3. The proposed qualified development area of the DKEGA shall include the Kalamazoo Transit Center which is a transit station that promotes and serves passenger rail use, inter-city bus passenger use, and fixed route line haul bus service in the greater Kalamazoo area.
4. The proposed qualified development area of the DKEGA is set forth on the attached map and is the area generally described as follows:

Commencing at the intersection of the westerly right-of-way line of South Westnedge Avenue with the southerly right-of-way line of West Cedar St.; thence EAST along the southerly right-of-way line of West Cedar Street to its intersection with the westerly right of way line of South Rose Street; thence SOUTH along the westerly right-of-way line of South Rose Street to the southerly right-of-way line of Walnut Street; thence EAST along the southerly right-of-way line of Walnut Street to the westerly right-of-way line of Burdick Street; thence SOUTH to the southerly right-of-way line of Dutton Street; thence EAST to the easterly right-of-way line of John Street; thence NORTH to the southerly right-of-way line of E. Walnut Street; thence EAST along the southerly right-of-way line of E. Walnut Street to its intersection with the westerly right-of-way line of Portage Street; thence SOUTH along the westerly right-of-way line of Portage Street to its intersection with the southerly right-of-way line of East Dutton/Second Street; thence EAST along the southerly right-of-way line of Second Street to its intersection with the easterly right-of-way line of Pitcher Street; thence NORTH along the easterly right-of-way line of Pitcher Street to its intersection with the extension of the northerly right-of-way line of East Lovell Street; thence WEST along the northerly right-of-way line of East Lovell Street to its intersection with the easterly right-of-way line of Portage Street; thence NORTH along the easterly right-of-way line of Portage Street to its intersection with the southerly right-of-way line of South Street; thence EAST along the southerly right-of-way line of South Street to its intersection with the westerly right-of-way line of Pitcher Street; thence EAST along a line being the extension of the southerly right-of-way line of South Street to the westerly right-of-way line of the Grand Elk railroad (formerly the westerly right-of-way line of the Grand Rapids and Indiana Railroad); thence SOUTH along the westerly right-of-way line of the Grand Elk Railroad to its intersection with the centerline of Portage Creek; thence running NORTHEASTERLY downstream along the centerline of Portage Creek to its intersection with southern property line of the parcel known as 140 Parkway Drive; then EAST to the eastern property line of said parcel; thence NORTH along the eastern property line of said parcel to its intersection with the southern property line of the parcel known as 646 East Michigan Avenue; thence EAST along the extension of the southern property line of 646 East Michigan Avenue to the midpoint of Parkway Drive; thence NORTH along the extension of the midpoint of Parkway Drive to its intersection with the southerly right-of-way line of East Michigan Avenue, (being Michigan Trunkline M-43); thence EAST along the southerly right-of-way of East Michigan Avenue to its intersection with the centerline of the Kalamazoo River; thence running upstream and EASTERLY along the centerline of the Kalamazoo River to its intersection with the extended western property line of the parcel known as 151 Mills Street; thence NORTHERLY along said western property line of 151 Mills St to the southerly boundary of the Norfolk Southern Railway right-of-way; thence WESTERLY along the southerly boundary of the Norfolk Southern

Railway right-of-way to its intersection with the westerly right-of-way line of the North Park Street; thence SOUTHWESTERLY along the southerly boundary of the Norfolk Southern Railway right-of-way (becoming the Amtrak right-of-way) to its intersection with the extended northerly right-of-way line of Oliver Street; thence SOUTHEASTERLY along the extension of the northerly right-of-way line of Oliver Street to the southerly right-of-way line of Business Loop 94, known as Stadium Drive/West Michigan Avenue; thence NORTHEASTERLY along the southerly right-of-way line of Business Loop 94 to its intersection with the southerly right-of-way line of West South Street; thence EAST along the southerly right-of-way line of West South Street to its intersection with the westerly right-of-way line of South Westnedge Avenue; thence SOUTH along the westerly right-of-way line of South Westnedge Avenue to the southerly right-of-way of West Cedar Street and the point of beginning.

BE IT FURTHER RESOLVED:

1. That a public hearing on the adoption of a proposed resolution creating the Downtown Kalamazoo Economic Growth Authority and designating the qualified development area will be held on August 6, 2018 at 7:00 PM at City Hall, 241 W. South St., Kalamazoo, MI 49007.
2. The City Clerk is directed to publish two notices of the public hearing in a newspaper of general circulation in the City not less than 20 or more than 40 days before the date of the hearing. The City Clerk or his designee is further directed to post notice of the public hearing in at least 20 conspicuous and public places in the proposed development area not less than 20 days before the hearing. The notice shall state the date, time and place of the hearing and described the boundaries of the proposed development area.
3. The City Manager or his designee shall not less than 20 days before the hearing, by first class mail provide notice of the hearing to the property taxpayers of record in the proposed qualified development area, to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the DKEGA is established and a tax increment financing plan is approved, and to the State Tax Commission.

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 _____, 2018. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

Scott A. Borling, City Clerk



Proposed Zone Boundary as of June 2018

Legend



QDA Boundary version 2



Parcel Lines



This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state, and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

0 500 1,000 2,000 3,000 4,000 5,000 6,000 7,000 Feet



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Christina Anderson, City Planner

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 6/7/2018

SUBJECT: Rescind resolution No. 18-11 and adopt a corrected resolution to vacate the public alley between N. Park Street and Cooley Street

RECOMMENDATION

It is recommended that the City Commission adopt a corrected resolution vacating the public alley between N. Park Street and Cooley Street; and rescinding Resolution 18-11.

BACKGROUND

This public alley vacation request first came before the City Commission on February 5, 2018, and it was approved on February 19, 2018 by resolution. Shortly thereafter, an error was discovered in the legal description for the public alley. The City Attorney's office recommends that the City Commission rescind the original resolution (No. 18-11) and approve a new resolution that contains the correct legal description.

The public alley is located in downtown Kalamazoo between N. Park Street and Cooley Street. It was formerly paved. The pavement was removed in the late 1990's to uncover the underlying Arcadia Creek. A walkway, fencing, landscaping, and other amenities were added to the area. When the public alley was taken out of service, it was not formally vacated. This action is to complete that requirement.

The Downtown Development Authority (DDA) owns the abutting property and would be entitled to receive all of the public alley property if vacated. The site area is planned for future development. The request meets the Economic Vitality goal of the 2025 Master Plan pertaining to providing incentives to spur investment and support downtown goals, the marketing of downtown, and recruitment of new businesses.

POLICY CONSIDERATIONS

The request meets the 2025 Master Plan Economic Vitality goal, and is needed to allow the planned development on the adjacent property.

COMMUNITY RESOURCES CONSULTED

The required public notification process was conducted for the public hearing on the request that was conducted at the December 7, 2017 Planning Commission meeting. No concerns or objections were provided during the public hearing and the Planning Commission voted to recommend to the City Commission to approve the public alley vacation request. A similar public notification process and hearing are not required for street vacation requests that come before the City Commission.

FISCAL IMPACT

The City Assessor's office has determined that the fair market value of the public alley requested to be vacated is \$2,000.00. The applicant will be required to pay that amount to the City if the alley is vacated. The planned development adjacent to the public alley will likely result in an increase to the City tax roll. The alley vacation is needed to allow this development to occur.

ALTERNATIVES

The City Commission has the option of not approving the vacation of the public alley. The public alley is not needed by the Public Services Department. The vacation of it is important to allow planned development in the area. It is recommended that the City Commission approve the vacation request.

ATTACHMENTS:

	Type	Description
▣	Resolution	Resolution
▣	Map	Map of public alley

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO.

**A RESOLUTION VACATING THE 264-FOOT-LONG PUBLIC ALLEY LOCATED
BETWEEN NORTH PARK STREET AND COOLEY STREET IN THE CITY OF
KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on _____, 2018, at 7:00 o'clock p.m., local time at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

Recitals:

A. The City of Kalamazoo is empowered with the authority to vacate a street pursuant to City Charter Sections 150 and 171, the Constitution of the State of Michigan 1963, Article VII, Section 29, and the Land Division Act, MCL 560.256.

B. The City received a request from the Downtown Development Authority to vacate the public alley located between N. Park Street and Cooley Street, south of Eleanor Street.

C. The concrete surface of the alley was formerly removed to uncover the underlying Arcadia Creek, but the alley was not vacated at the time as required by the City of Kalamazoo Street Vacation Policy of 1992.

D. The City provided Notice of the Public Hearing before the Planning Commission on vacating this public alley by: (i) publication in the Kalamazoo Gazette; and (ii) mailing the notice first class with postage pre-paid to all listed property owners and occupants of parcels of land abutting this section of the public alley and located within three hundred (300) feet from any point on the boundary line of the alley.

E. A public hearing was held on December 7, 2017 by the Planning Commission where the public was able to provide testimony pertaining to the vacation of this section of the public alley.

F. The Planning Commission unanimously recommended that the City Commission vacate the public alley and that it be provided to the Downtown Development Authority, which is legally obligated to maintain, restore and repair the underlying Arcadia Creek channel.

G. The City Commission finds that the Department of Public Services and Public Safety Department no longer require that this public alley remain a public street.

H. Under City Commission policy, the Downtown Development Authority has agreed to pay the \$2,000 fair market value of this vacated portion of the public alley, which was calculated by the Assessor's Office.

I. The City Commission determines that the best interest of the health, welfare, comfort and safety of the citizens of Kalamazoo are met by the vacation of the public alley as set forth in this resolution.

J. Resolution No. 18-11 adopted February 19, 2018 by the City Commission contained an error in the legal description of the public alley to be vacated which this Resolution corrects.

THEREFORE, IT IS RESOLVED:

1. A certain public alley, as depicted in the attached map is vacated and discontinued as a public street, and the land area is to be conveyed by quit claim deed to the Kalamazoo Downtown Development Authority, said alley being more specifically described as:

The alley located in Block 2 of the Original Plat of the Town (now City) of Kalamazoo, recorded in Liber 6 of Plats Page 8 in the Kalamazoo County Register of Deeds, said alley more particularly described as a strip of land bisecting Block 2 of said Original Plat being 19.8 feet wide, north and south, by 264.0 feet, east and west, lying between the east line of Cooley Street and the west line of North Park Street.

2. The City Manager is authorized to sign any additional documents besides this resolution that are necessary to reflect this right-of-way vacation and transfer of interest.

3. Upon receipt of evidence that the condition set forth above is met, the City Clerk of the City of Kalamazoo shall record certified copies of this resolution with the Kalamazoo County Register of Deeds and the State Treasurer.

4. Resolution No. 18-11 adopted February 19, 2018 is rescinded and is of no effect.

The above resolution was offered by Commissioner _____ and supported by Commissioner _____/

AYES, Commissioners:

NAYS, 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 _____, 2018. 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

P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street



P. C. #2017.17 - Vacation of an unused alley
located between Cooley Street and N. Park Street,
south of Eleanor Street

0 40 80 160 Feet





Commission Agenda Report

City of Kalamazoo

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

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

PREPARED BY: Steve Brown, FFE Coordinator and Resource Specialist

DATE: 6/12/2018

SUBJECT: DNR MNRTF Grant acceptance for Bronson Park Improvements

RECOMMENDATION

It is recommended that the City Commission adopt a resolution to accept the Michigan Natural Resources Trust Fund (MNRTF) grant authorized by the Michigan Department of Natural Resources (DNR) equal to thirty-three (33%) percent of \$919,000.00 and in an amount not to exceed \$300,000 for improvements to Bronson Park, to appropriate a match to the grant of \$616,000 (67%), accept terms of the agreement as received from the DNR and authorize the City Manager to sign all necessary documents.

BACKGROUND

The Bronson Park improvements are planned for in the current Parks and Recreation 5-Year Plan and the Bronson Park Master plan. Corresponding capital resources were included in the budget.

FISCAL IMPACT

Funds are available to match the grant.

ATTACHMENTS:

Type	Description
□ Resolution	Resolution
□ Agreement	Grant Agreement

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. 16-

**A RESOLUTION REQUESTING APPROVAL OF A GRANT
FOR BRONSON PARK**

Minutes of a special meeting of the Kalamazoo City Commission held on Monday, March 19 at 7 o'clock p.m., local time, at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

RECITALS:

WHEREAS The City of Kalamazoo was awarded a Michigan Natural Resources Trust Fund Grant (MNRTF) from the Michigan Department of Natural Resources (DNR), in order to improve Bronson Park, in a sum equal to thirty-three (33%) percent of the \$919,000.00 project cost, which is the total eligible cost of construction of the project facilities including engineering costs, and in any event is not to exceed \$300,000.

WHEREAS The City of Kalamazoo recognizes that it has appropriated funds in its capital improvement plan and general fund necessary to complete the project during the project period and to provide sixty-seven (67%) percent match, or \$616,000, to the grant authorized by the DNR.

WHEREAS The City agrees to maintain satisfactory financial accounts, documents, and records to make them available to the DNR.

WHEREAS The City agrees to construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

WHEREAS the City agrees to regulate the use of the facility constructed and reserved under this agreement to assure the use thereof by the public on equal and reasonable terms.

WHEREAS The City agrees to comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT IS RESOLVED THAT:

That the City accept the Grant and authorize and direct the City Manager to sign any related documents.

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

Scott A. Borling, City Clerk



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

Project Number : TF17-0011

Project Title : Improvements to Historic Bronson Park

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of Kalamazoo - Kalamazoo IN THE COUNTY OF Kalamazoo County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **165 of 2018**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **08/04/2018**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF17-0011** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is **06/05/2018 through 06/30/2020**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Bench
 - Landscaping
 - Lighting
 - Outdoor Ice Rink
 - Splash Park
 - Picnic Table
 - Recycle Bin(s)
 - Access Pathway 5' - 6' wide
 - Signage

Added WiFi

6. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Thirty-Three (33%) Percent of Nine Hundred Nineteen Thousand (\$919,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand (\$300,000.00) dollars and Zero Cents**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Thirty-Three (33%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Six Hundred Nineteen Thousand (\$619,000.00) dollars and Zero Cents** in local match. This sum represents **Sixty-Seven(67%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of

this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2018** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **09/30/2020**. If the GRANTEE fails to submit a complete final request for reimbursement by **09/30/2020**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other

than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or

- b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
- a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

- b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004627

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____
Dan Lord

Title: Manager, Grants Management

Date: _____

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Richard O. Cherry, Assistant City Attorney

DATE: 6/20/2018

SUBJECT: Addendum to the Traffic Signal Maintenance Agreement

RECOMMENDATION

It is recommended that the City Commission approve the attached addendum to the Traffic Signal Maintenance and Utility Locating Services Agreement between the City of Kalamazoo and the Road Commission of Kalamazoo County (RCKC) (formally known as the Kalamazoo County Road Commission (KCRC)). Per the addendum, the City of Kalamazoo and RCKC will add a second Traffic Signal Maintenance Technician. RCKC will pay the additional technician at an hourly rate reflected in amended Exhibit A.

BACKGROUND

The City of Kalamazoo's traffic signal system consists of seventy-nine traffic signals and eleven flashing beacons. These devices require annual preventative maintenance and emergency maintenance as needed for continued operation. In 2015 the City and RCKC entered into an agreement to share in the cost for a Traffic Signal Maintenance Technician to address the maintenance needs for the effective operation of the traffic signal system. Currently, the City and RCKC have one Traffic Signal Maintenance Technician to perform all the maintenance operations. The City and the RCKC have since discovered that the demands of the traffic signal system are too much for one Traffic Signal Maintenance Technician to handle thus the need to add an additional Traffic Signal Maintenance Technician. The RCKC has agreed to pay the hourly rate for the Traffic Signal Maintenance Technician II as illustrated in the attached amended Exhibit A.

In addition to the additional traffic signal maintenance position, this agreement would include an amendment to the Agreement based on the purchase of service request software now being utilized in lieu of the paper reporting previously used. RCKC has agreed to have its staff enter service requests using the service request software for both parties' traffic signal systems without any cost to the City. RCKC has requested that if the costs of data entry become too burdensome that the parties revisit RCKC's commitment to enter the service request.

COMMUNITY RESOURCES CONSULTED

There has been significant collaboration with the Road Commission of Kalamazoo County on this addendum to the original contract.

FISCAL IMPACT

If approved, the RCKC would issue an annual purchase order to the City of Kalamazoo for the work per the

terms of the original agreement.

ALTERNATIVES

It is essential that the City have the means to properly maintain the traffic signal system so that it is functional at all times. An alternative to signing this addendum would be to have one Traffic Signal Maintenance Technician and use contractors to complete any overflow of the maintenance operations.

ATTACHMENTS:

	Type	Description
▣	Aerial Photo	Agreement with Addendum and Amended Exhibits



Commission Agenda Report

Date: **06/19/18**

Item:

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

Prepared by: Richard O. Cherry

DATE: June 20, 2018

SUBJECT: Addendum to the Traffic Signal Maintenance Agreement

RECOMMENDATION

It is recommended that the City Commission approve the attached addendum to the Traffic Signal Maintenance and Utility Locating Services Agreement between the City of Kalamazoo and the Road Commission of Kalamazoo County (RCKC) (formally known as the Kalamazoo County Road Commission (KCRC)). Per the addendum, the City of Kalamazoo and RCKC will add a second Traffic Signal Maintenance Technician. RCKC will pay the additional technician at an hourly rate reflected in amended Exhibit A.

BACKGROUND

The City of Kalamazoo's traffic signal system consists of seventy-nine traffic signals and eleven flashing beacons. These devices require annual preventative maintenance and emergency maintenance as needed for continued operation. In 2015 the City and RCKC entered into an agreement to share in the cost for a Traffic Signal Maintenance Technician to address the maintenance needs for the effective operation of the traffic signal system. Currently, the City and RCKC have one Traffic Signal Maintenance Technician to perform all the maintenance operations. The City and the RCKC have since discovered that the demands of the traffic signal system are too much for one Traffic Signal Maintenance Technician to handle thus the need to add an additional Traffic Signal Maintenance Technician. The RCKC has agreed to pay the hourly rate for the Traffic Signal Maintenance Technician II as illustrated in the attached amended Exhibit A.

In addition to the additional traffic signal maintenance position, this agreement would include an amendment to the Agreement based on the purchase of service request software now being utilized in lieu of the paper reporting previously used. RCKC has agreed to have its staff enter service requests using the service request software for both parties' traffic signal systems without any cost to the City. RCKC has requested that if the costs of data entry become too burdensome that the parties revisit RCKC's commitment to enter the service request.

COMMUNITY RESOURCES CONSULTED

There has been significant collaboration with the Road Commission of Kalamazoo County on this addendum to the original contract.

FISCAL IMPACT

If approved, the RCKC would issue an annual purchase order to the City of Kalamazoo for the work per the terms of the original agreement.

ALTERNATIVES

It is essential that the City have the means to properly maintain the traffic signal system so that it is functional at all times. An alternative to signing this addendum would be to have one Traffic Signal Maintenance Technician and use contractors to complete any overflow of the maintenance operations.

ATTACHMENTS

The attachments included are the addendum, the amended exhibits, and the original agreement for Traffic Signal Maintenance and Utility Locating Services between the City of Kalamazoo and RCKC.

ADDENDUM

THIS ADDENDUM to the Traffic Signal Maintenance and Utility Locating Services Agreement (Agreement) between the Road Commission of Kalamazoo County (RCKC; previously known as KCRC, the acronym for Kalamazoo County Road Commission), a public body corporate, and THE CITY OF KALAMAZOO, a municipal corporation (Kalamazoo) was entered into on _____ and amends such Agreement as follows:

1. The parties agree to add a second Traffic Signal Maintenance Technician to Kalamazoo's maintenance staff. See attached Amended Exhibit D section B. RCKC will pay the additional technician at an hourly rate for services performed. The pay-rate of the second technician, Traffic Signal Maintenance Technician II, is reflected in attached amended Exhibit A. The parties have made other mutually agreed to adjustments to Exhibit A reflecting changes in hourly rates, job titles, categories, and "Notes."
2. The parties agree to amend the Agreement due to the purchase of service request software now being utilized in lieu of the paper reporting previously used. RCKC staff will enter service requests using the service request software for both parties' traffic signal systems. Currently, RCKC will fulfill this responsibility and at no cost to Kalamazoo. If RCKC determines that its staff services costs have increased such that reimbursement from Kalamazoo is necessary, RCKC shall send Kalamazoo notice requesting a meeting between the parties to discuss the terms of a possible cost reimbursement from Kalamazoo to RCKC. That meeting must take place within 30 days of RCKC's notice. If the parties do not come to an agreement at that meeting about reimbursement of service cost to RCKC, then RCKC may immediately terminate its responsibility to enter service requests using the service request software for both parties' traffic signal systems. The remainder of this Agreement may continue in full force. Kalamazoo will be responsible to monitor and respond to service requests. Kalamazoo will no longer be required to fill out "Report of Trouble" forms for each activity as this will be logged in the software. See attached Amended Exhibit A and D (see, e.g., ¶¶ H, J).
3. The parties agree that the amended exhibits A and D referred to in paragraphs 1 and 2 of this addendum shall replace the original exhibits A and D.
4. The parties agree that any reference in the original Agreement to KCRC is understood to mean RCKC as of this date and going forward, until any additional notice of name change is made from RCKC to the City of Kalamazoo.

The City of Kalamazoo:

By: _____
James K. Ritsema

Its: City Manager

Date: _____

The Road Commission of Kalamazoo
County:

By: _____
Joanna I. Johnson

Its: Managing Director

Date: _____

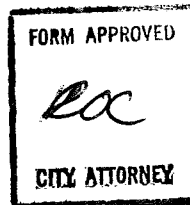


EXHIBIT D

City of Kalamazoo

Maintenance of

Road Commission of Kalamazoo County (RCKC)

Traffic Signals

Technical Specifications

SCOPE OF WORK:

A. General

The work to be completed consists of the complete maintenance of the traffic signal system of the RCKC. Kalamazoo shall have a qualified trained person on call 24 hours a day, seven (7) days a week to respond to trouble calls within the standards for response specified. Kalamazoo shall furnish all personnel, training, tools, equipment, and materials, excluding RCKC's inventory items, necessary to maintain the signal system in first class operating condition at all times.

The signal system of the RCKC and associated material and equipment to be maintained under this contract consists of items listed in Exhibit C. This listing is subject to change during the life of the contract. Additions or deletions may be authorized at any time during the contract and shall be maintained by Kalamazoo as provided for in this contract.

B. Maintenance Staff

Kalamazoo shall have staff available to complete the work required. Traffic Signal Maintenance Technicians I and II will be the primary people providing service to RCKC traffic signals. These positions will be journeyman or master electricians with experience in traffic signal construction, operations, and maintenance. These positions will be International Municipal Signal Association (IMSA) certified in traffic signals and sufficiently trained to operate Siemens Controllers, Iteris Video Detection, and Sensys Vehicle Detection as well as many other components used in traffic signals.

Kalamazoo will also have the Traffic Technician available to assist with traffic signal maintenance in cases of extreme necessity and as this position's workload at Kalamazoo allows. This position may assist the Traffic Signal Maintenance Technician periodically with troubleshooting, maintenance, and repairs. This position may also assist with covering some minor responsibilities of the Traffic Signal Maintenance Technician.

A summer intern position shall also be shared for traffic signal maintenance purposes. The intern shall assist the Signal Maintenance Technician with routine preventative

maintenance during the course of the summer season. While the intern shall not perform any maintenance within the cabinet or on sensitive electrical components, he/she shall assist with basic maintenance activities such as (but not limited to) signal cleaning, repainting cabinets, verifying operations, and assisting in hand digging, or recordkeeping. All work completed by this intern shall be under the supervision of the Traffic Signal Maintenance Technician.

As part of the traffic signal maintenance, Kalamazoo will retain a subcontractor to provide major maintenance activities which may require additional personnel or equipment. Such services will be as needed and only utilized in circumstances where the Traffic Signal Maintenance Technician cannot safely complete the work (i.e. setting new poles, directional boring conduit, new signal or flasher installation, etc.)

Kalamazoo shall have sufficient staff and equipment to install and maintain all signal and associated equipment covered under this contract. Additionally, all staff shall have sufficient training to timely respond to all reports of signal system trouble. Staff shall also be familiar with operational features and repair and maintenance requirements of all current and future signal and associated system equipment covered under this contract.

C. Existing Equipment

The RCKC presently utilizes a variety of traffic signal equipment including Siemens EPAC, EPIC, and Econolite controllers; Iteris, Autoscope, loop, and Sensys vehicle detection; various brands of uninterruptable power supplies. Associated materials and equipment include cabinets, flashers, internally illuminated case signs, vehicular and pedestrian signals, various pushbuttons, overhead non-illuminated signs, cable wire, fiber optic cable, messenger, mounting hardware, wireless communication equipment, GPS clocks, wood and steel poles, mast arms, PTZ cameras, pedestals, conduit, handholes, and other miscellaneous materials and equipment. Additional makes and models of equipment may be used in this system in the future. Kalamazoo shall maintain an up-to-date knowledge and understanding of changes in equipment and procedures necessary to maintain this system.

If equipment cannot be fixed and requires replacement during the course of repairs, Kalamazoo will automatically replace it with a similar component which is in compliance with Kalamazoo specifications. If RCKC requires a different component or model than that supplied by Kalamazoo, RCKC shall make the request when it authorizes the major maintenance.

D. Routine Maintenance

Routine Maintenance is generally that maintenance activity where a major signal component (controller, signal, detection, pole, or pedestal) is not replaced. All labor and material used by Kalamazoo for routine maintenance shall be paid by the RCKC in accordance with hourly rates as shown in Exhibit A and cost of material supplied. Routine maintenance is completed annually and is preventative in nature to reduce major repairs in the future. Routine maintenance will generally be scheduled during regular working hours, although some work such as emergency bulb replacement, responding to trouble calls, and etc. may occur during overtime. Routine maintenance includes the following:

1. Annual re-lamping of all incandescent lamps in vehicular signal heads, pedestrian signal heads, case signs, and flashing beacons; and replacement of

- broken or burned out incandescent bulbs in vehicular and pedestrian signal heads, illuminated case signs, beacons, and cabinets as needed.
2. Complete cleaning of all lenses (including vehicular lenses, pedestrian lenses, and video detection lenses), reflectors, case signs, cabinets, and replacement of cabinets' filters.
 3. Cleaning and removal of obstructions including snow and ice from video detection lenses and LED traffic and pedestrian signal lenses as needed.
 4. Inspection and repair of cables, messenger, clamps, and guys, brackets, bolts, nuts, hinges, pins and clamps, and wire entrances for wear or slack and tightening as needed.
 5. Checking signal or sign under clearance and adjustment of messenger to maintain proper under clearance.
 6. Realignment of twisted vehicular signal heads, pedestrian signal heads, case signs, flashing beacons, and overhead signs.
 7. Inspection of hardware for cracks or rust.
 8. Resetting time clocks for daylight savings time, power outages, school schedules, or any other cause.
 9. Investigation and repair of shorts or opens in overhead cable and in underground cable at hand holes and manholes.
 10. Investigation and repair of loose or shorted wires in the harness or back panel.
 11. Inspection and repair of broken wire outside the pavement, continuity checks and resealing pavement cuts for traffic counting and vehicle detection loops.
 12. Respond and repair to all trouble calls where a major signal component does not need to be replaced.
 13. Resetting circuit breakers as needed.
 14. Replacing broken steel banding or lag bolts where damage is not attributable to an accident reported to a local law enforcement agency.
 15. Sealing water leaks with silicone, caulking in beacons, case signs, signal heads, conduits, and cabinets.
 16. Replacing lashing rod as needed to hold overhead cable securely to the messenger.
 17. Realignment of video detection cameras to focus zones, and programming additional detection and traffic count zones as directed by the RCKC Traffic Engineer.
 18. Verifying and adjustment of controller operation and system integrity including controller, conflict monitors, video detection system, GPS clocks, and pedestrian equipment operations.
 19. Replacing elbow covers for conduit, steel pole hand hole access plates, and hand hole rings and covers as needed.
 20. Tightening and aligning steel pole caps, pedestal caps, weather heads, and risers as needed.
 21. Replacement or repair of damaged loop sealants as needed.
 22. Altering the time clock or time base coordinator settings that control when dials, splits, resets are changed or when the signal enters or leaves flashing operation.
 23. Verify annually the signal plans and timings of the controllers.
 24. Updating signal timing as defined by the RCKC Traffic Engineer.
 25. Inspect uninterruptable power supply performance.
 26. Upgrade controller, video detection, and interconnect/communications firmware as needed.
 27. Realign radio interconnect antennas as needed.

E. Major Maintenance

Major Maintenance is generally that repair work when a major signal component is added or replaced at a location. All labor and material used by Kalamazoo for major maintenance shall be paid by the KCRC in accordance with hourly rates as shown in Exhibit A and cost of material supplied.

All major maintenance activities with the exception of that work required to return the signal to normal operation or to remove a hazard shall only be done following authorization by the RCKC Traffic Engineer. A written quote for such non-emergency major maintenance may be required. Kalamazoo shall complete emergency related major maintenance to get a signal back in operation or remove a hazard at the first response. Following authorization to proceed with other major maintenance, Kalamazoo shall complete the work within a mutually agreeable schedule.

Major maintenance includes, without limitation, the following examples:

1. Replacement of a major component, i.e., GPS units, wire entrances, LED bulbs, vehicle signal heads, pedestrian signal heads, controllers, cabinets (including cabinet's thermostat and fan), case signs, overhead signs, time base coordinators, messenger, steel pole, wood pole, pedestal, conduit, and replacing pavement loops.
2. Repair, replacement, and resetting of worn or broken controller parts, relays, flashers, time clocks, load switches, circuit boards, conflict monitors, and other components as needed to maintain controller operation.
3. Replacement of broken or worn lenses, gaskets, back plates, reflectors, and visors in vehicular, pedestrian, and flashing beacon heads.
4. Replacement of broken or worn faces and visors in internally illuminated case signs.
5. Replacement of blown power lines, case sign lines, and other fuses.
6. Temporary covering or uncovering of case signs or signal heads associated with maintenance or construction activities.
7. Installing, relocating, or removing, case signs, overhead signs or signal heads following direction by the RCKC Traffic Engineer.
8. Investigating and locating a break or short in wiring interconnect or communication lines.
9. Replacement of signal, interconnect, or communications cable following direction by the RCKC Traffic Engineer.
10. Pulling back steel poles, straightening pedestals following authorization by the RCKC Traffic Engineer.
11. Reprogramming, i.e., setting up new time/phase plans for progressions on a corridor. A corridor shall include three or more signalized intersections.
12. Downloading and providing traffic counts from the video detection cameras as requested by the RCKC Traffic Engineer.

Kalamazoo shall retain the services of a subcontractor for major maintenance which is beyond the capabilities of staff to complete in a safe and timely manner. When major maintenance requires the services of the subcontractor, Kalamazoo will make all scheduling and scope arrangements with the subcontractor as authorized by the KCRC Traffic Engineer. Any fees, material, or labor costs invoiced by the subcontractor for

work on KCRC signal repairs will be paid by the KCRC. The subcontractor invoice will be included in the quarterly billing.

F. Regular and Overtime Work

Kalamazoo regular working hours shall be 7:30am to 4:00pm, Monday thru Friday. Generally, all routine maintenance and most major maintenance will be completed within these times unless a different mutually agreeable schedule is established for work. The response time for all maintenance shall be within two (2) hours of any report of trouble. If Kalamazoo is not able to respond within the specified time, they shall notify the RCKC Traffic Engineer to work out an agreeable response time. If late response time becomes a reoccurring problem and occurs more than once per month, any hourly labor costs on subsequent late responses experienced that month will not be billed to RCKC. This shall not affect costs related to materials or vehicles. Response times set forth in this section shall not be applicable in instances of area wide man-made or natural disaster or emergencies.

Kalamazoo will provide overtime maintenance services 24 hours per day including Saturday, Sunday, and holidays. Overtime work may include responding to "Report of Trouble" calls, bulb replacement, repairs due to accidents, equipment malfunction and breakdown, storm damage, and any other work necessary to return the signal to proper operating condition.

Signals shall not remain in 'flash' mode for more than 24 hours unless authorized by the RCKC Traffic Engineer and under no circumstances shall any traffic control installation be shut down completely without notification to the RCKC Traffic Engineer. RCKC will be responsible for arranging any police services necessary to direct traffic while signals are inoperable.

All costs for regular and overtime services are specified in Exhibit A. For all overtime work, RCKC will be invoiced for a minimum of two (2) hours of work. Once called in for overtime work, staff will perform maintenance activities for the full two hours as workload allows.

G. Equipment and Materials Supplied, Stored, or Removed by Kalamazoo

RCKC maintains the right to use any traffic signal equipment deemed acceptable by the RCKC Traffic Engineer, however, Kalamazoo uses video detection, controllers, pushbuttons, uninterruptable power supplies, and Ethernet switches that meet specific Kalamazoo specifications. This standardization of equipment helps Kalamazoo reduce maintenance costs and material. In the event that RCKC equipment requires replacement during the course of repairs, Kalamazoo will automatically replace it with a similar component which is in compliance with Kalamazoo specifications. If RCKC requires a different component or model than that supplied by Kalamazoo, RCKC shall purchase and supply the equipment, and notify Kalamazoo of the change when the major maintenance is authorized by RCKC.

All salvageable and repairable equipment removed from RCKC signals shall remain property of RCKC and shall be stored at Kalamazoo facilities. Kalamazoo shall keep an up to date record of this equipment which can be provided to RCKC when requested. This equipment may be used in future RCKC repairs or upgrades as available. Kalamazoo will store such equipment as space allows. If some equipment cannot be stored at Kalamazoo due to space limitations, it shall be transported to RCKC offices for

storage or disposed of pending RCKC Traffic Engineer approval. Any equipment used by RCKC that is non-standard to Kalamazoo or their specifications shall be given directly to RCKC offices for storage.

Any broken, worn out, or unusable equipment removed shall be disposed of by Kalamazoo. This shall include, without limitation, broken or burned out lamps, lenses, bridge rectifiers, and fuses, broken case sign faces, hardware, removed cable, wire, and messenger, excavated dirt, asphalt, gravel, and concrete.

Kalamazoo shall furnish required miscellaneous hardware, tape, terminals, splicers, and other minor material used in repairs as identified by the Kalamazoo Traffic Engineer shall be considered incidental to this contract and shall not require extra payment. RCKC shall pay for load switches, paint, conduit, cable, wire, cabinet bulbs, and other items of similar nature. Final determination of whether extra payment is required for materials shall be made by the Kalamazoo Traffic Engineer. All material requiring extra payment shall be included in the invoice which will provide an itemized list of material and equipment and unit prices. A reasonable service charge for materials purchased on major maintenance projects shall be paid to Kalamazoo. This service fee percentage to be applied shall be listed on Exhibit A.

Kalamazoo shall strip the salvaged equipment of any usable parts for future maintenance. Repair of equipment shall be arranged for by Kalamazoo at the direction of the RCKC Traffic Engineer and at RCKC's cost, Kalamazoo shall arrange for the repair of such equipment.

H. Documentation by Kalamazoo

Precision Road Software is utilized by both agencies to record and track service requests on their signal systems. Kalamazoo shall route all service requests (for both Kalamazoo's and RCKC's signals) to the RCKC to be logged into the software. This shall include those received after hours by law enforcement or call center personnel. Kalamazoo shall monitor the software regularly throughout the course of any business day so as to keep current with all service requests. Kalamazoo shall fully fill out responses to service requests in the software as they are addressed.

Kalamazoo shall submit additional documentation for major maintenance activities to include a summary of staff names, time, dates, and hours worked; and to itemize the location information, unit prices of material used, and any additional fees (service fees, etc.). This additional documentation shall also be supplied monthly with invoicing.

I. Invoicing and Payment

Kalamazoo shall invoice monthly, billing for services and material rendered on all routine and major maintenance work by work order and/or purchase order number(s) supplied by RCKC. A breakdown of cost and copies of any invoices for subcontracted work will be included with the monthly invoice. The breakdown of cost will include identification of the following: date, location identification, brief description of work (routine or major maintenance), material cost, staff involved and their associated rates, regular and overtime hours. It is critical that all invoicing annually be received by 12/31 for that given calendar year.

J. RCKC Responsibilities

RCKC responsibilities shall include, without limitation, furnishing Kalamazoo with timing diagrams, permits, durations, and plans; consulting to resolve questions; and processing payments within thirty (30) days of their receipt. RCKC shall also log any field or timing changes made to the system by RCKC staff in logbooks which shall remain located in the controller cabinets. Maintaining these logs will be essential in troubleshooting or verifying operations of traffic signals by Kalamazoo.

RCKC shall log all service requests for either agency in the Precision software. This shall be done immediately as the request is received to ensure proper and safe maintenance of the signal systems. RCKC will also place a phone call the lead Traffic Signal Maintenance Technician immediately with any service requests related to Signal Accident DAMAGE, Signal Malfunction FLASH, and Signal Power Outage DARK. These particular service requests represent the most urgent conditions for immediate service.

EXHIBIT A

City of Kalamazoo
Traffic Signal Maintenance for
Road Commission of Kalamazoo County
Traffic Signals

Traffic Signal Maintenance Pricing Information

<u>Staff/Equipment</u>	<u>Hourly Rate</u>
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Regular Time Work

Traffic Signal Maintenance Technician I.....	\$42.97
Traffic Signal Maintenance Technician II.....	\$38.55
Pick-Up Truck.....	\$8.25
Bucket Truck.....	\$27.63
Traffic Technician.....	\$28.88
Traffic Technician Vehicle.....	\$3.50
Summer Intern.....	\$10.77

Overtime Work

Traffic Signal Maintenance Technician I.....	\$64.46
Traffic Signal Maintenance Technician II.....	\$57.83
Traffic Technician.....	\$43.32

Notes:

- A two (2) hour minimum charge will be invoiced for overtime work. Once called in, staff will perform maintenance activities for the full two hours as workload allows.
- Vehicle Overtime rates shall be the same as Regular time rates.
- Unless aerial work is required, a Pick-Up truck shall be utilized for work.
- Service Response Time will be 2 hours
- Service fee shall be 5% as noted in Section G of Exhibit D.
- Subcontractor rates to be determined after the agreement is executed by the RCKC and the City of Kalamazoo.

Annual RCKC Fee

Annual Fee for Logging Service Requests.....	\$0.00
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KALAMAZOO COUNTY ROAD COMMISSION

Traffic Signal Maintenance and Utility Locating Services Agreement

This Contract, made between the City of Kalamazoo, a municipal corporation, whose address is 241 West South Street, Kalamazoo, MI 49007, ("Kalamazoo"), and the Kalamazoo County Road Commission, a public body corporate, whose address is 3801 East Kilgore Road, Kalamazoo, MI 49001, ("KCRC"), pursuant to the authority granted in Act 35 of Public Acts 1951, for the purpose of establishing terms and conditions for the maintenance and utility locating services by Kalamazoo of traffic signals in Kalamazoo County under the jurisdiction of KCRC.

1. **TERM:** The initial term of this contract shall be from April 1, 2015 until December 31, 2016. This contract will renew automatically for one year periods beginning January 1 of each year, unless either party notifies the other party in writing before November 1 of any year of its intent to cancel this contract effective December 31 of that year.
2. **CONSIDERATION:** KCRC agrees to pay the Kalamazoo for the services promised by this contract at the hourly rates as shown in Exhibit A and Exhibit B for Traffic Signal Maintenance and Utility Locating Services, plus materials. KCRC also agrees to pay Kalamazoo for any Major Maintenance performed on their signals pursuant to Kalamazoo's Traffic Signal Major Maintenance contract and as specified in the Exhibit D, "City of Kalamazoo Maintenance of KCRC Traffic Signals Technical Specifications". Kalamazoo shall perform traffic signal maintenance services when called upon by the KCRC in accordance with the terms outlined in Exhibit D. Kalamazoo shall perform traffic signal utility locating services for KCRC in accordance with the terms outlined in Exhibit E, "City of Kalamazoo Utility Locating Services for KCRC Traffic Signals". Hourly rates for subsequent years shall be determined by Kalamazoo with notice in writing to KCRC not later than October 1 of each year. Failure on the part of Kalamazoo to notice rate increases by October 1, or cancel the contract by November 1, leaves the hourly rates unchanged only for the next year of this contract.
3. **CONTRACT ADMINISTRATION:** The KCRC Traffic Engineer, or designated representative, shall administer the contract, the responsibilities of which shall include audit all billings, approve payments, oversee schedules and generally oversee the execution of this contract. Inspection by this person shall not be considered as direct control of the individual workers and their work. The administrator shall have the right to inspect all equipment used for this contract. All equipment must comply with local, state, and federal codes.
4. **SCOPE OF WORK:** Kalamazoo agrees to undertake both routine and major maintenance, utility locating services, and to manage and coordinate subcontracted major maintenance activities for traffic signals set forth in Exhibit C, which the parties may modify during the duration of this contract. Kalamazoo agrees that the scope of services to be performed under this contract is set forth in Exhibits D and E. Kalamazoo agrees to perform its routine and major maintenance services to the same standard as performed on Kalamazoo's own traffic signals.

5. **WARRANTY:** Kalamazoo agrees to warrant its material and workmanship for a period of 90 days and will perform warranty work without charge to KCRC.
6. **BILLING AND PAYMENT:** Kalamazoo shall submit invoices monthly to KCRC, itemizing the services and material rendered during that period, including the work order and/or purchase order number(s) supplied by KCRC accordingly. Kalamazoo shall also submit a breakdown of work and any subcontracted invoices. All documentation mentioned here will be required prior to release of payment by KCRC.
7. **WORK PROGRAM:** All routine traffic signal maintenance work shall be performed during regular business hours unless otherwise requested and approved by the KCRC Traffic Engineer or made necessary by the urgency of emergency maintenance. All utility locating work shall be performed during regular business hours unless made necessary as emergency work. KCRC will monitor performance measures such as response time, quality of work, and cost related to this contract.
8. **LIABILITY:** Kalamazoo agrees to provide Professional Liability and General Liability insurance for all work performed by Kalamazoo including work performed for KCRC, at no cost to KCRC and shall add KCRC as an additional insured on such policies for work done by Kalamazoo on behalf of KCRC. KCRC agrees to defend and hold Kalamazoo harmless from the claims arising out of allegations of defects in the traffic signals maintained; except that Kalamazoo agrees to defend and hold KCRC harmless for all claims arising out of Kalamazoo's sole gross negligence as defined at "Michigan Compiled Laws" (MCL) 691.1406 in the maintenance of the signals that are subject of this contract. This paragraph is not intended; nor, does either party to this contract waive any governmental immunity which is afforded Kalamazoo and KCRC under State statutes or at common law.
9. **QUALITY WORK:** The KCRC Traffic Engineer or Engineering Director is solely responsible for accepting the quality of work performed under this contract. At no cost to KCRC Kalamazoo shall correct any work that KCRC Traffic Engineer reasonably determines is unsatisfactory and does not meet the terms outlined in Exhibit D.
10. **ACCESS TO ADJACENT PROPERTIES:** Depending on the scope of work performed, Kalamazoo shall keep interference with vehicular access to houses, businesses, and other properties adjacent to the work a minimum. However, Kalamazoo shall provide, if practicable and reasonable, safe pedestrian access at all times to adjacent properties.
11. **SITE CLEAN UP:** Kalamazoo shall remove all rubbish and superfluous materials from the work site as soon as practicable; and upon completion of the work, leave every part of the work in a sound and satisfactory condition free from all defects to the reasonable satisfaction of the KCRC Traffic Engineer.
12. **EXAMINATION:** Kalamazoo shall report to the KCRC in writing any conditions or defects encountered on the site prior to or during the required work activities which may adversely affect the performance of such work.

Commencement of the work shall imply Kalamazoo's acceptance of surfaces and conditions as reasonably known or observed. Kalamazoo is not entitled to receive additional costs resulting from such conditions or defects after commencement of work except in cases where those conditions or defects cannot be determined prior to commencement of work.

13. **UTILITIES:** Before commencing any underground work, Kalamazoo shall contact Miss Dig to ascertain the location of existing underground lines and structures on site. Kalamazoo shall not be required to obtain a right-of-way permit or be charged fees from KCRC before commencing any work in furtherance of this contract. Kalamazoo will notify KCRC of any disturbance in the right-of-way, and will repair or have repaired any disturbance to the right-of-way to the same or better condition than existed before such disturbance.

14. **NOTICES:** All notices mentioned in this contract shall be sufficiently given and shall be deemed delivered when mailed by first class mail, postage prepaid, addressed to the respective parties as follows:

If to the City of Kalamazoo:

City Manager
241 West South Street
Kalamazoo, MI 49007

If to the Kalamazoo County Road Commission:

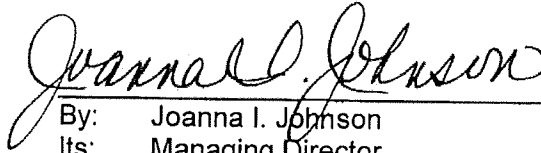
Managing Director
3801 East Kilgore Road
Kalamazoo, MI 49001

15. **EFFECTIVE DATE:** This contract is effective on the date when signed by both parties.

KALAMAZOO COUNTY ROAD
COMMISSION

Dated:

2-10-15


By: Joanna I. Johnson
Its: Managing Director

CITY OF KALAMAZOO

Dated:

By: James K. Ritsema
Its: City Manager

EXHIBIT A

City of Kalamazoo
Traffic Signal Maintenance for
Kalamazoo County Road Commission
Traffic Signals

Traffic Signal Maintenance Pricing Information

<u>Staff/Equipment</u>	<u>Hourly Rate</u>
<u>Regular Time Work</u>	
Traffic Signal Maintenance Technician.....	\$42.97
Bucket Truck.....	\$4.60
Traffic Technician.....	\$28.88
Traffic Technician Vehicle.....	\$3.50
Summer Intern.....	\$10.77
<u>Overtime Work</u>	
Traffic Signal Maintenance Technician.....	\$64.46
Bucket Truck.....	\$4.60
Traffic Technician.....	\$43.32
Traffic Technician Vehicle.....	\$3.50
<u>Subcontractor Work</u>	
Regular Time Rate.....	\$XX.XX
Overtime Rate.....	\$XX.XX

Note: A two (2) hour minimum charge will be invoiced for overtime work. Once called in, staff will perform maintenance activities for the full two hours as workload allows.

Notes: Emergency Service Response Time will be 2 hours
Service fee shall be 5% as noted in Section G of Exhibit D.
Subcontractor rates to be determined after the agreement is executed by the Kalamazoo County Road Commission and the City of Kalamazoo.

EXHIBIT B

City of Kalamazoo
Utility Locating Services for
Kalamazoo County Road Commission
Traffic Signals

Utility Locating Pricing Information

<u>Staff/Equipment</u>	<u>Hourly Rate</u>
<u>Regular Time Work</u>	
Engineering Technician.....	\$30.60
Locating Service Vehicle.....	\$5.00
<u>Overtime Work</u>	
Engineering Technician.....	\$45.90
Locating Service Vehicle.....	\$5.00

Note: A two (2) hour minimum charge will be invoiced for overtime work.

<u>Annual Pricing</u>	
Ticket Management Software.....	\$13.50
Paint.....	\$48.00
Flags.....	\$78.70
Fish Tape.....	\$60.55
Total.....	\$200.75

Note: KCRC will be responsible for maintaining the MissDig member code and all associated fees.

EXHIBIT C

Kalamazoo County Road Commission

Traffic Signals

Traffic Signal Locations

- | | |
|---|---|
| 1. Sprinkle Rd / Zylman Ave | 40. 9 th St / Seeco Dr |
| 2. Sprinkle Rd / Centre Ave | 41. 11 th St / KL Ave |
| 3. Sprinkle Rd / Bishop Ave /
Romence Rd | 42. Drake Rd / KL Ave |
| 4. Sprinkle Rd / Milham Ave | 43. Drake Rd / Green Meadow
Rd |
| 5. Sprinkle Rd / Meredith St | 44. Drake Rd / Driftwood /
Arboretum Parkway |
| 6. Sprinkle Rd / Kilgore Rd | 45. Drake Rd / Stonebrook Ave |
| 7. Sprinkle Rd / Covington Rd | 46. Drake Rd / Grand Prairie Rd |
| 8. Sprinkle Rd / Varrick /
Midlink Dr | 47. Nichols / Grand Prairie Rd |
| 9. Sprinkle Rd / Cork St | |
| 10. Sprinkle Rd / Miller Rd | |
| 11. Sprinkle Rd / Wynn Rd | |
| 12. Sprinkle Rd / Market St | |
| 13. Sprinkle Rd / Comstock Ave /
Lake St | |
| 14. Sprinkle Rd / E Michigan Ave | |
| 15. Sprinkle Rd / E Main St | |
| 16. Sprinkle Rd / H Ave | |
| 17. Sprinkle Rd / G Ave | |
| 18. River St / Comstock Ave | |
| 19. River St / ML Ave | |
| 20. 35 th St / Miller Dr | |
| 21. 35 th St / Battle Creek St | |
| 22. E Main St / Nazareth Rd | |
| 23. E Main St / Humphrey St | |
| 24. Riverview Dr / G Ave | |
| 25. Riverview Dr / Mosel Ave | |
| 26. Mosel Ave / Burdick St | |
| 27. Mosel Ave / Westnedge Ave | |
| 28. Mosel Ave / Douglas Ave | |
| 29. Stadium Dr / 11 th St | |
| 30. Stadium Dr / Venture Park Dr | |
| 31. Stadium Dr / Parkview Ave | |
| 32. Stadium Dr / 9 th St | |
| 33. Stadium Dr / 6 th St | |
| 34. Stadium Dr / 4 th St | |
| 35. 8 th St / Q Ave | |
| 36. 9 th St / Beatrice Dr | |
| 37. 9 th St / N Ave | |
| 38. 9 th St / Quail Run Dr | |
| 39. 9 th St / KL Ave | |

Flasher Locations

1. Sprinkle Rd / V Ave
2. Sprinkle Rd – S of Zylman
3. Sprinkle Rd – N of Zylman
4. Portage Rd / XY Ave
5. Portage Rd / W Ave
6. Portage Rd / VW Ave
7. Oakland Dr / U Ave
8. 8th St / U Ave
9. Almena Dr / 4th St
10. H Ave / Drake Rd
11. H Ave / 10th St
12. H Ave / 9th St
13. G Ave / 6th St
14. Ravine Rd / Nichols Rd
15. D Ave / 28th St
16. D Ave / Riverview Dr
17. D Ave / Douglas Ave
18. D Ave / 14th St
19. D Ave / 12th St
20. D Ave / Ravine Rd
21. D Ave / 6th St
22. D Ave / 2nd St
23. G Ave / 33rd St / 32nd St
24. G Ave / Mt. Olivet Rd
25. G Ave / Westnedge Ave
26. E Baseline Rd / 40th St
27. W Baseline Rd / 40th St
28. C Ave / 40th St
29. C Ave / E Gull Lake Dr
30. F Ave / 27th St
31. E Main St / 26th St
32. MN Ave / Mercury Dr
33. MN Ave / 35th St
34. W Ave / 42nd St
35. R Ave / 43rd St
36. Q Ave / 34th St
37. S Ave / 29th St
38. KL Ave / 8th St
39. KL Ave / 4th St
40. O Ave / 6th St
41. N Ave / 11th St
42. Parkview Ave / 11th St
43. Q Ave / 10th St
44. 12th St Elementary School –
S of Pinefield Ave

EXHIBIT D

City of Kalamazoo Maintenance of Kalamazoo County Road Commission Traffic Signals Technical Specifications

SCOPE OF WORK:

A. General

The work to be completed consists of the complete maintenance of the traffic signal system of the KCRC. Kalamazoo shall have a qualified trained person on call 24 hours a day, seven (7) days a week to respond to trouble calls within the standards for response specified. Kalamazoo shall furnish all personnel, training, tools, equipment, and materials, excluding KCRC's inventory items, necessary to maintain the signal system in first class operating condition at all times.

The signal system of the KCRC and associated material and equipment to be maintained under this contract consists of items listed in Exhibit C. This listing is subject to change during the life of the contract. Additions or deletions may be authorized at any time during the contract and shall be maintained by Kalamazoo as provided for in this contract.

B. Maintenance Staff

Kalamazoo shall have staff available to complete the work required. A Traffic Signal Maintenance Technician will be the primary person providing service to KCRC traffic signals. This position will be a journeyman or master electrician with experience in traffic signal construction, operations, and maintenance. This position will be International Municipal Signal Association (IMSA) certified in traffic signals and sufficiently trained to operate Siemens Controllers, Iteris Video Detection, and Sensys Vehicle Detection as well as many other components used in traffic signals.

Kalamazoo will also have the Traffic Technician available to assist with traffic signal maintenance in cases of extreme necessity and as this position's workload at Kalamazoo allows. This position may assist the Traffic Signal Maintenance Technician periodically with troubleshooting, maintenance, and repairs. This position may also assist with covering some minor responsibilities of the Traffic Signal Maintenance Technician.

A summer intern position shall also be shared for traffic signal maintenance purposes. The intern shall assist the Signal Maintenance Technician with routine preventative maintenance during the course of the summer season. While the intern shall not perform any maintenance within the cabinet or on sensitive electrical components, he/she shall

assist with basic maintenance activities such as (but not limited to) signal cleaning, repainting cabinets, verifying operations, and assisting in hand digging, or recordkeeping. All work completed by this intern shall be under the supervision of the Traffic Signal Maintenance Technician.

As part of the traffic signal maintenance, Kalamazoo will retain a subcontractor to provide major maintenance activities which may require additional personnel or equipment. Such services will be as needed and only utilized in circumstances where the Traffic Signal Maintenance Technician cannot safely complete the work (i.e. setting new poles, directional boring conduit, new signal or flasher installation, etc.)

Kalamazoo shall have sufficient staff and equipment to install and maintain all signal and associated equipment covered under this contract. Additionally, all staff shall have sufficient training to timely respond to all reports of signal system trouble. Staff shall also be familiar with operational features and repair and maintenance requirements of all current and future signal and associated system equipment covered under this contract.

C. Existing Equipment

The KCRC presently utilizes a variety of traffic signal equipment including Siemens EPAC, EPIC, and Econolite controllers; Iteris, Autoscope, loop, and Sensys vehicle detection; various brands of uninterruptable power supplies. Associated materials and equipment include cabinets, flashers, internally illuminated case signs, vehicular and pedestrian signals, various pushbuttons, overhead non-illuminated signs, cable wire, fiber optic cable, messenger, mounting hardware, wireless communication equipment, GPS clocks, wood and steel poles, mast arms, PTZ cameras, pedestals, conduit, handholes, and other miscellaneous materials and equipment. Additional makes and models of equipment may be used in this system in the future. Kalamazoo shall maintain an up-to-date knowledge and understanding of changes in equipment and procedures necessary to maintain this system.

If equipment cannot be fixed and requires replacement during the course of repairs, Kalamazoo will automatically replace it with a similar component which is in compliance with Kalamazoo specifications. If KCRC requires a different component or model than that supplied by Kalamazoo, KCRC shall make the request when it authorizes the major maintenance.

D. Routine Maintenance

Routine Maintenance is generally that maintenance activity where a major signal component (controller, signal, detection, pole, or pedestal) is not replaced. All labor and material used by Kalamazoo for routine maintenance shall be paid by the KCRC in accordance with hourly rates as shown in Exhibit A and cost of material supplied. Routine maintenance is completed annually and is preventative in nature to reduce major repairs in the future. Routine maintenance will generally be scheduled during regular working hours, although some work such as emergency bulb replacement, responding to trouble calls, and etc. may occur during overtime. Routine maintenance includes the following:

1. Annual re-lamping of all incandescent lamps in vehicular signal heads, pedestrian signal heads, case signs, and flashing beacons; and replacement of broken or burned out incandescent bulbs in vehicular and pedestrian signal heads, illuminated case signs, beacons, and cabinets as needed.

2. Complete cleaning of all lenses (including vehicular lenses, pedestrian lenses, and video detection lenses), reflectors, case signs, cabinets, and replacement of cabinets' filters.
3. Cleaning and removal of obstructions including snow and ice from video detection lenses and LED traffic and pedestrian signal lenses as needed.
4. Inspection and repair of cables, messenger, clamps, and guys, brackets, bolts, nuts, hinges, pins and clamps, and wire entrances for wear or slack and tightening as needed.
5. Checking signal or sign under clearance and adjustment of messenger to maintain proper under clearance.
6. Realignment of twisted vehicular signal heads, pedestrian signal heads, case signs, flashing beacons, and overhead signs.
7. Inspection of hardware for cracks or rust.
8. Resetting time clocks for daylight savings time, power outages, school schedules, or any other cause.
9. Investigation and repair of shorts or opens in overhead cable and in underground cable at hand holes and manholes.
10. Investigation and repair of loose or shorted wires in the harness or back panel.
11. Inspection and repair of broken wire outside the pavement, continuity checks and resealing pavement cuts for traffic counting and vehicle detection loops.
12. Respond and repair to all trouble calls where a major signal component does not need to be replaced.
13. Resetting circuit breakers as needed.
14. Replacing broken steel banding or lag bolts where damage is not attributable to an accident reported to a local law enforcement agency.
15. Sealing water leaks with silicone, caulking in beacons, case signs, signal heads, conduits, and cabinets.
16. Replacing lashing rod as needed to hold overhead cable securely to the messenger.
17. Realignment of video detection cameras to focus zones, and programming additional detection and traffic count zones as directed by the KCRC Traffic Engineer.
18. Verifying and adjustment of controller operation and system integrity including controller, conflict monitors, video detection system, GPS clocks, and pedestrian equipment operations.
19. Replacing elbow covers for conduit, steel pole hand hole access plates, and hand hole rings and covers as needed.
20. Tightening and aligning steel pole caps, pedestal caps, weather heads, and risers as needed.
21. Replacement or repair of damaged loop sealants as needed.
22. Altering the time clock or time base coordinator settings that control when dials, splits, resets are changed or when the signal enters or leaves flashing operation.
23. Verify annually the signal plans and timings of the controllers.
24. Updating signal timing as defined by the KCRC Traffic Engineer.
25. Inspect uninterruptable power supply performance.
26. Upgrade controller, video detection, and interconnect/communications firmware as needed.
27. Realign radio interconnect antennas as needed.

E. Major Maintenance

Major Maintenance is generally that repair work when a major signal component is added or replaced at a location. All labor and material used by Kalamazoo for major maintenance shall be paid by the KCRC in accordance with hourly rates as shown in Exhibit A and cost of material supplied.

All major maintenance activities with the exception of that work required to return the signal to normal operation or to remove a hazard shall only be done following authorization by the KCRC Traffic Engineer. A written quote for such non-emergency major maintenance may be required. Kalamazoo shall complete emergency related major maintenance to get a signal back in operation or remove a hazard at the first response. Following authorization to proceed with other major maintenance, Kalamazoo shall complete the work within a mutually agreeable schedule.

Major maintenance includes, without limitation, the following examples:

1. Replacement of a major component, i.e., GPS units, wire entrances, LED bulbs, vehicle signal heads, pedestrian signal heads, controllers, cabinets (including cabinet's thermostat and fan), case signs, overhead signs, time base coordinators, messenger, steel pole, wood pole, pedestal, conduit, and replacing pavement loops.
2. Repair, replacement, and resetting of worn or broken controller parts, relays, flashers, time clocks, load switches, circuit boards, conflict monitors, and other components as needed to maintain controller operation.
3. Replacement of broken or worn lenses, gaskets, back plates, reflectors, and visors in vehicular, pedestrian, and flashing beacon heads.
4. Replacement of broken or worn faces and visors in internally illuminated case signs.
5. Replacement of blown power lines, case sign lines, and other fuses.
6. Temporary covering or uncovering of case signs or signal heads associated with maintenance or construction activities.
7. Installing, relocating, or removing, case signs, overhead signs or signal heads following direction by the Traffic Engineer.
8. Investigating and locating a break or short in wiring interconnect or communication lines.
9. Replacement of signal, interconnect, or communications cable following direction by the KCRC Traffic Engineer.
10. Pulling back steel poles, straightening pedestals following authorization by the KCRC Traffic Engineer.
11. Reprogramming, i.e., setting up new time/phase plans for progressions on a corridor. A corridor shall include three or more signalized intersections.
12. Downloading and providing traffic counts from the video detection cameras as requested by the KCRC Traffic Engineer.

Kalamazoo shall retain the services of a subcontractor for major maintenance which is beyond the capabilities of staff to complete in a safe and timely manner. When major maintenance requires the services of the subcontractor, Kalamazoo will make all scheduling and scope arrangements with the subcontractor as authorized by the KCRC Traffic Engineer. Any fees, material, or labor costs invoiced by the subcontractor for work on KCRC signal repairs will be paid by the KCRC. The subcontractor invoice will be included in the quarterly billing.

F. Regular and Overtime Work

Kalamazoo regular working hours shall be 7:30am to 4:00pm, Monday thru Friday. Generally, all routine maintenance and most major maintenance will be completed within these times unless a different mutually agreeable schedule is established for work. The response time for all routine maintenance shall be within two (2) hours of any report of trouble. If Kalamazoo is not able to respond within the specified time, they shall notify the KCRC Traffic Engineer to work out an agreeable response time. If late response time becomes a reoccurring problem and occurs more than once per month, any hourly labor costs on subsequent late responses experienced that month will not be billed to KCRC. This shall not affect costs related to materials or vehicles. Response times set forth in this section shall not be applicable in instances of area wide man-made or natural disaster or emergencies.

Kalamazoo will provide overtime maintenance services 24 hours per day including Saturday, Sunday, and holidays. Overtime work may include responding to "Report of Trouble" calls, bulb replacement, repairs due to accidents, equipment malfunction and breakdown, storm damage, and any other work necessary to return the signal to proper operating condition.

Signals shall not remain in 'flash' mode for more than 24 hours unless authorized by the KCRC Traffic Engineer and under no circumstances shall any traffic control installation be shut down completely without notification to the KCRC Traffic Engineer. KCRC will be responsible for arranging any police services necessary to direct traffic while signals are inoperable.

All costs for regular and overtime services are specified in Exhibit A. For all overtime work, KCRC will be invoiced for a minimum of two (2) hours of work. Once called in for overtime work, staff will perform maintenance activities for the full two hours as workload allows.

G. Equipment and Materials Supplied, Stored, or Removed by Kalamazoo

KCRC maintains the right to use any traffic signal equipment deemed acceptable by the KCRC Traffic Engineer, however, Kalamazoo uses video detection, controllers, pushbuttons, uninterruptable power supplies, and Ethernet switches that meet specific Kalamazoo specifications. This standardization of equipment helps Kalamazoo reduce maintenance costs and material. In the event that KCRC equipment requires replacement during the course of repairs, Kalamazoo will automatically replace it with a similar component which is in compliance with Kalamazoo specifications. If KCRC requires a different component or model than that supplied by Kalamazoo, KCRC shall purchase and supply the equipment, and notify Kalamazoo of the change when the major maintenance is authorized by KCRC.

All salvageable and repairable equipment removed from KCRC signals shall remain property of KCRC and shall be stored at Kalamazoo facilities. Kalamazoo shall keep an up to date record of this equipment which can be provided to KCRC when requested. This equipment may be used in future KCRC repairs or upgrades as available. Kalamazoo will store such equipment as space allows. If some equipment cannot be stored at Kalamazoo due to space limitations, it shall be transported to KCRC offices for storage or disposed of pending KCRC Traffic Engineer approval. Any equipment used by KCRC that is non-standard to Kalamazoo or their specifications shall be given directly to KCRC offices for storage.

Any broken, worn out, or unusable equipment removed shall be disposed of by Kalamazoo. This shall include, without limitation, broken or burned out lamps, lenses, bridge rectifiers, and fuses, broken case sign faces, hardware, removed cable, wire, and messenger, excavated dirt, asphalt, gravel, and concrete.

Kalamazoo shall furnish required miscellaneous hardware, tape, terminals, splicers, and other minor material used in repairs as identified by the Kalamazoo Traffic Engineer shall be considered incidental to this contract and shall not require extra payment. KCRC shall pay for load switches, paint, conduit, cable, wire, cabinet bulbs, and other items of similar nature. Final determination of whether extra payment is required for materials shall be made by the Kalamazoo Traffic Engineer. All material requiring extra payment shall be included in the invoice which will provide an itemized list of material and equipment and unit prices. A reasonable service charge for materials purchased on major maintenance projects shall be paid to Kalamazoo. This service fee percentage to be applied shall be listed on Exhibit A.

Kalamazoo shall strip the salvaged equipment of any usable parts for future maintenance. Repair of equipment shall be arranged for by Kalamazoo at the direction of the KCRC Traffic Engineer and at KCRC's cost, Kalamazoo shall arrange for the repair of such equipment.

H. Documentation by Kalamazoo

Documentation shall be required for work completed under this contract. A "Report of Trouble" form shall be filled out each time Kalamazoo does any work at a signal including routine or major maintenance or for performing any investigation or checks of operations. Kalamazoo shall include on the form: location, time and dates of arrival, time of receipt of trouble call, time and date of repair, nature of the problem reported, actual resulting problem and cause, list of inventoried equipment used, signal under clearances, etc., and signature of the employee completing the work. "Report of Trouble" forms shall be submitted quarterly to the KCRC Traffic Engineer.

Kalamazoo shall submit additional documentation for major maintenance activities to include a summary of staff names, time, dates, and hours worked; and to itemize the location information, unit prices of material used, and any additional fees (service fees, etc.). This additional documentation shall also be supplied monthly with invoicing.

I. Invoicing and Payment

Kalamazoo shall invoice monthly, billing for services and material rendered on all routine and major maintenance work by work order and/or purchase order number(s) supplied by KCRC. A breakdown of cost and copies of any invoices for subcontracted work will be included with the monthly invoice. The breakdown of cost will include identification of the following: date, location identification, brief description of work (routine or major maintenance), material cost, staff involved and their associated rates, regular and overtime hours. It is critical that all invoicing annually be received by 12/31 for that given calendar year.

J. KCRC Responsibilities

KCRC responsibilities shall include, without limitation, furnishing Kalamazoo with timing diagrams, permits, durations, and plans; consulting to resolve questions; and processing

payments within thirty (30) days of their receipt. KCRC shall also log any field or timing changes made to the system by KCRC staff in logbooks which shall remain located in the controller cabinets. Maintaining these logs will be essential in troubleshooting or verifying operations of traffic signals by Kalamazoo.

EXHIBIT E
City of Kalamazoo
Utility Locating Services for
Kalamazoo County Road Commission
Traffic Signals

SCOPE OF WORK:

A. General

The work to be completed consists of evaluating Miss Dig tickets for the traffic signal system of KCRC. The traffic signal system shall be located, staked, and marked with flags and/or paint. Kalamazoo shall have a qualified trained person on call 24 hours a day, seven (7) days a week to respond to Miss Dig tickets within the standards for response specified. Kalamazoo shall furnish all personnel, training, tools, equipment, and materials necessary to respond to Miss Dig tickets at all times.

The signal system of the KCRC consists of items listed in Exhibit C. This listing is subject to change during the life of the contract. Additions or deletions may be authorized at any time during the contract and shall be covered by Kalamazoo as provided for in this contract.

B. Utility Locating Staff

Kalamazoo shall have staff available to complete the work required. Kalamazoo uses two (2) Engineering Technicians and a Lead Draftsman (who fills in for the Engineering Technicians as needed) for utility locating.

All Kalamazoo staff shall be sufficiently trained to respond to Miss Dig tickets and to locate traffic signal facilities. Kalamazoo shall provide all tools, locators, marking paint, flags, vehicles, and other equipment to respond as needed.

C. Utility Locating Services

Utility Locating Services consist of the evaluating and responding to Miss Dig tickets and the associated staking and marking of underground facilities as required by law. Kalamazoo will complete these activities and shall be paid by the KCRC in accordance with hourly rates as shown in Exhibit B. Specifically; Utility Locating Services include the following:

1. Reviewing all Miss Dig tickets for KCRC traffic signals and clearing them or closing them as necessary.
2. Locating underground traffic signal facilities within 4' of locations shown on plans provided by KCRC.
3. Updating positive response in the Miss Dig system.

Kalamazoo shall locate underground traffic signal facilities as identified on plans and 'as-builts' provided by KCRC. Failure by KCRC to provide accurate, locatable, and up-to-date information may result in inaccurate locating services. Kalamazoo is not

responsible for any damage to facilities due to inaccurate information provided by KCRC. In the case of new, reconstructed, or upgraded signals, Kalamazoo is not responsible for providing Utility Locating services until such time as the 'as-built or up-to-date plans are provided to Kalamazoo.

In all future signal replacement projects, underground facilities shall be locatable per law and shall include a tracing wire in conduits for Kalamazoo staff to use for locating purposes.

D. Regular and Overtime Work

Kalamazoo regular working hours shall be 7:30am to 4:00pm, Monday thru Friday. Generally, all non-emergency Miss Dig tickets will be located and responded to within these times and in accordance with timeframes designated by law. Emergency Miss Dig tickets may require response during periods outside the regular working hours.

Kalamazoo will provide overtime maintenance services 24 hours per day including Saturday, Sunday, and holidays.

All costs for regular and overtime services are specified in Exhibit B. For all overtime work, KCRC will be invoiced for a minimum of two (2) hours of work.

E. Equipment

Kalamazoo shall supply all tools and equipment needed to complete the work. An annual fee will be invoiced at the beginning of the year in accordance with Exhibit B to cover the expenses related to the purchase of flags, marking paint, and software usage necessary to provide the Utility Locating Services.

F. Documentation by Kalamazoo

Documentation shall be required for work completed under this contract. Kalamazoo shall maintain copies of KCRC Miss Dig tickets cleared or responded to for one (1) year prior the current year. Kalamazoo shall supply KCRC monthly reports with invoices on the status of tickets and a year end 12/31 report.

G. Invoicing and Payment

Kalamazoo shall invoice monthly, billing for services rendered on Utility Locating work. A breakdown of cost will be included with the invoice. The breakdown of cost shall include the following: date, location identification, brief description of work, staff involved, and non-emergency and emergency hours.

H. Liability

Kalamazoo agrees to complete the work as specified within the timeframes permitted by law. KCRC agrees to defend and hold Kalamazoo harmless from any claims arising out of allegations of defects in Utility Locating services rendered per this contract as long as staking is performed per the supplied plans and drawings. This paragraph is not intended to waive claims related to damages by Kalamazoo's maintenance crews but simply the staking and locating staff required by this contract.

I. KCRC Responsibilities

KCRC responsibilities shall include, without limitation, furnishing Kalamazoo with all traffic signal as built or current underground infrastructure drawings; consulting to

resolve questions; designing tracing wire in all future signal replacements; and processing payments within thirty (30) days of their receipt.



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Sean R. Fletcher, Parks and Recreation Director

PREPARED BY: Patrick McVerry, Parks and Recreation Deputy Director

DATE: 6/18/2018

SUBJECT: Consumers Energy Easement at Emerald Park

RECOMMENDATION

It is recommended that the City Commission approve and accept the easement with Consumers Energy for an underground pipeline; and authorize the City Manager to sign all related and necessary documents regarding the acquisition of the easement.

BACKGROUND

The City of Kalamazoo Department of Parks and Recreation owns the Emerald Park property located at 3200 Emerald Drive, Kalamazoo, Michigan 49001. Consumers Energy is planning to upgrade the existing gas pipeline that extends along the property. With the upgrade of the pipeline, Consumers Energy is required to have an easement with the City of Kalamazoo for the installation of a public utility on City of Kalamazoo Property.

COMMUNITY RESOURCES CONSULTED

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

FISCAL IMPACT

The City of Kalamazoo will receive \$1.00 in consideration for granting the easement.

ALTERNATIVES

While the City Commission could decline to authorize the City Manager to execute this agreement, doing so is not recommended.

ATTACHMENTS:

Type	Description
□	Easement Easement Document

EASEMENT FOR PIPELINES

SAP# 1042762943
Design# 10928899
Agreement#MI00000036395

City of Kalamazoo, a Michigan municipal corporation, 241 West South Street, Kalamazoo, Michigan 49007 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Kalamazoo, County of Kalamazoo, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Crop Damage: Grantee shall pay compensation, based on market rates, for all growing crops situated on Grantor's property that are damaged or destroyed by Grantee during the original installation and/or subsequent maintenance, repair or removal of Grantee's facilities installed pursuant to this Easement on Grantor's property. Growing crops shall not mean i) trees or ii) vegetation used in landscaping.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: City of Kalamazoo, a Michigan municipal corporation



(Signature)

By: _____
(Print)

Its: _____
(Print)

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____
Date Name Title

City of Kalamazoo, a Michigan municipal corporation, on behalf of the corporation _____.

Notary Public

County, _____

Acting in _____ County

My Commission expires: _____

Notary Stamp (Place above line)

Prepared By: Cheryl A. Gillman 6/12/2018
Consumers Energy Company
One Consumers Energy Parkway
Clare, MI 48617

After recording, return to:
Carrie Main, EP7-471
Operations Support – Real Estate
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT B

Easement Area

A 12.00 foot-wide strip of land, being 6.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

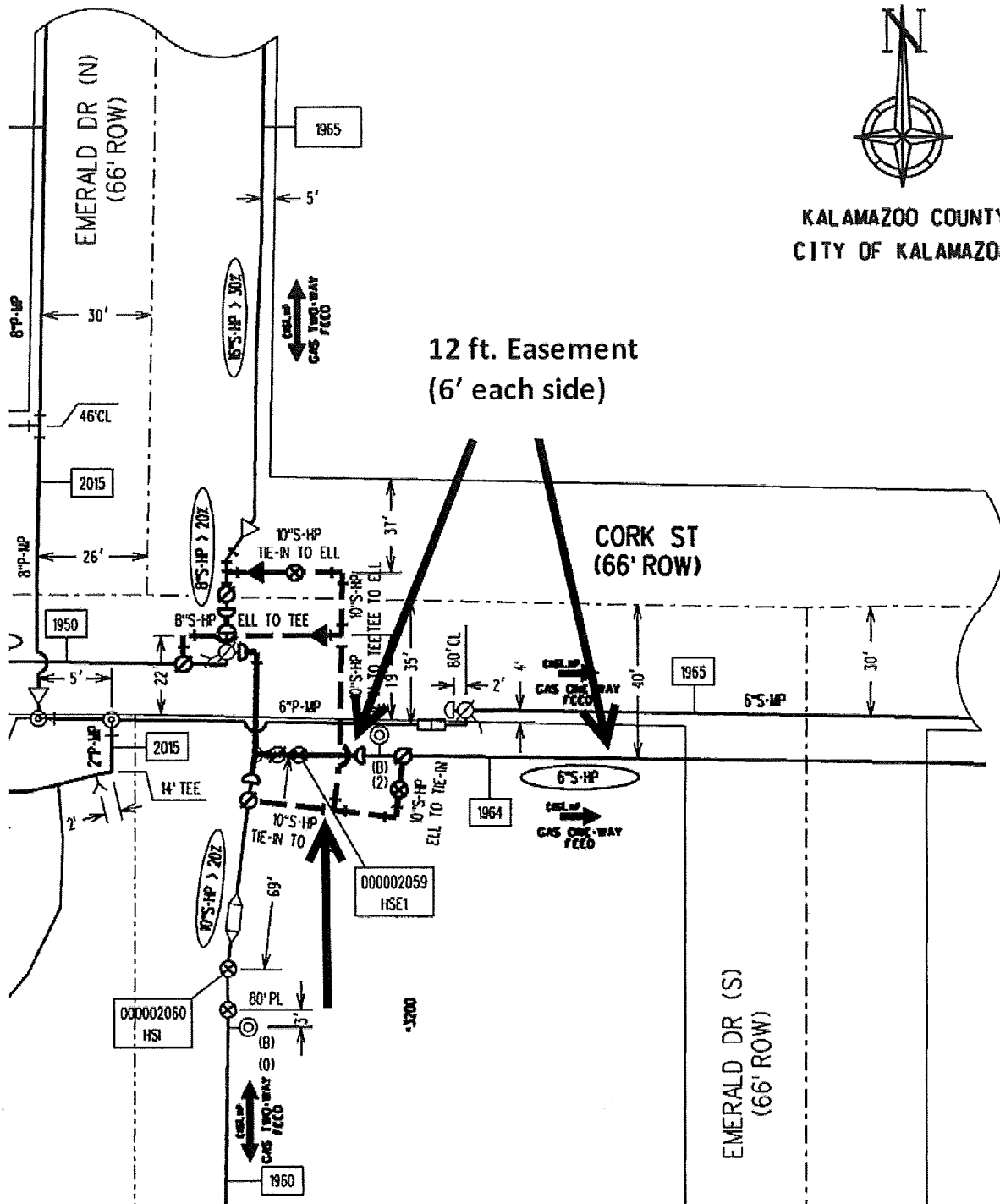


EXHIBIT A

Owner's Land

Property ID #06-36-155-001

A parcel of land in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 36, T2S, R11W, City of Kalamazoo, Kalamazoo County, Michigan, described as: BEGINNING at the Southwest corner of said Section 36, being in the centerline of Cork Street; thence the following six courses and distances; (1) Eastwardly, along the North line of said Section 36, being along said center line of Cork Street, 216.00 feet; the following three courses and distances being by remaining land of the Penndel Company; (2) Southwardly, parallel with and 216.00 feet Eastwardly, at right angles from the West line of said Section 36, 2500.00 feet; (3) Westwardly, parallel with said North line of Section 36, 66.00 feet; (4) Southwardly, parallel with and 150.00 feet Eastwardly, at right angles from said West line of Section 36, 798.00 feet to the Northerly line of land of other owners; (5) Westwardly, along the same, 150.00 feet to said west line of Section 36; and (6) Northwardly, along the same, 3293.00 feet to the POINT OF BEGINNING.

Also known by the postal address of 3200 Emerald Drive, Kalamazoo, Michigan 49001



Commission Agenda Report

City of Kalamazoo

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

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

REVIEWED BY: Christina Anderson, City Planner

PREPARED BY: Rob Bauckham, Senior Development Planner

DATE: 6/15/2018

SUBJECT: Vacate North 105 Feet of Foresman Avenue

RECOMMENDATION

It is recommended that the City Commission adopt a resolution vacating the northern 105 feet of Foresman Avenue. (Hold until July 16, 2018)

BACKGROUND

The property for this request is a 105-foot-long, undeveloped right-of-way for Foresman Avenue in the Eastside Neighborhood. The right-of-way dead ends into the rear property line of 1508 Charles Avenue. The applicant owns the Charles Avenue property and his house is located on it. This section of the Foresman right-of-way is partially wooded with a vegetated slope. The applicant would like to build a gazebo structure at the south side of his Charles Avenue property behind the existing house. As a result of this existing right-of-way, a 20-foot building setback is required for the gazebo, which would place it very close to the applicant's house. The applicant desires to have more space between the two structures. He also owns the vacant parcels at 240 and 241 Foresman Avenue, which abut on either side the portion of the right-of-way proposed to be vacated. If the undeveloped right-of-way is vacated to the applicant, he will combine it with his other three parcels to create one large parcel.

POLICY CONSIDERATIONS

All street vacation requests are subject to the requirements of the City's Street Vacation Policy, which was adopted in 1992. The Planning Commission is required to hold a public hearing to review each request, and then provide a recommendation to the City Commission. The City Commission provides the final decision on all such requests. The applicant has submitted all necessary forms and supporting documents for the request.

The Public Safety and Public Services Departments have both been contacted regarding this request. No objections were raised by staff from these offices. City Public Services has no plans to develop this right-of-way and is not in need of it. When most streets and alleys are vacated, the Public Services Department normally requests to be provided with an easement for any underground utilities in the property for maintenance purposes, and to make adjustments to the utilities as needed. Such utilities exist in this segment of the street, and an easement will be needed to access them.

For most street vacation requests, the applicant is required to pay to the City the fair market value of the land that is vacated, or another amount as directed by the City Commission. The City Assessor's office has calculated the fair market value of this portion of Foresman Avenue to be \$700.00. If it is vacated, the applicant would need to pay this amount to the City in order to acquire the property. In this case, the applicant would be entitled to receive all of the property since he owns the abutting property on both sides of the undeveloped right-of-way.

COMMUNITY RESOURCES CONSULTED

The Eastside Neighborhood Association was contacted about the street vacation request. No concerns were provided to staff. Notices of the request and the public hearing before the Planning Commission were mailed to all property owners and occupants within 300 feet of the subject property. Staff did not receive any comments or concerns from any citizens regarding the request.

The Planning Commission held a public hearing on the street vacation request on June 7, 2018. There were no public comments during the hearing. The Planning Commission voted to recommend to the City Commission to approve the vacation of the northern 105 feet of Foresman Avenue to the applicant, with the condition that an easement be provided to the City for access to the underground utilities in the street segment for maintenance purposes.

FISCAL IMPACT

If vacated, the City will receive the \$700.00 fair market value for the property from the applicant. The street segment would be added to the applicant's adjacent property and would become taxable.

ALTERNATIVES

The City Commission has the option of not approving the street vacation request. It has been determined that the street segment will not be developed and is no longer needed by the City. It is recommended that the City Commission approve the street vacation request with the condition for the easement provision.

ATTACHMENTS:

Type	Description
□ Resolution	Resolution
□ Map	Map of street vacation area
□ Minutes	Planning Commission minutes

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO.

**A RESOLUTION VACATING THE NORTH 105-FOOT-LONG SECTION OF
FOESMAN AVENUE IN THE CITY OF KALAMAZOO, KALAMAZOO COUNTY,
MICHIGAN**

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on _____, 2018, at 7:00 o'clock p.m., local time at the City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

Recitals:

A. The City of Kalamazoo is empowered with the authority to vacate a street pursuant to City Charter Sections 150 and 171, the Constitution of the State of Michigan 1963, Article VII, Section 29, and the Land Division Act, MCL 560.256.

B. The City received a request from Matthew and Yvonne Bond to vacate the north 105-foot-long section of Foresman Avenue.

C. The area adjacent to this section of Foresman Avenue is wooded and undeveloped.

D. The City provided Notice of the Public Hearing before the Planning Commission on vacating this 105-foot-long section of the public street by: (i) publication in the Kalamazoo Gazette; and (ii) mailing the notice first class with postage pre-paid to all listed property owners and occupants of parcels of land abutting this section of the public street and located within three hundred (300) feet from any point on the boundary line of this 105-foot-long section.

E. A public hearing was held on June 7, 2018 by the Planning Commission where the public was able to provide testimony pertaining to the vacation of this section of the public street.

F. The Planning Commission unanimously recommended that the City Commission vacate the 105-foot-long section of the public street and that it be provided to the owners of the abutting parcels on each side.

G. The City Commission finds that the Department of Public Services and Public Safety Department no longer require that this section of the public street remain a public street.

H. The Public Services Department requires an easement be provided for the 105-foot-long public street section for access to the underground utilities in the street section for maintenance purposes.

I. Under City Commission policy, Matthew and Yvonne Bond have agreed to pay the \$700 fair market value of this vacated portion of the public street, which was calculated by the City Assessor's Office.

J. The City Commission determined that the best interest of the health, welfare, comfort and safety of the citizens of Kalamazoo are met by the vacation of the 105-foot-long section of the public street as set forth in this resolution.

THEREFORE, IT IS RESOLVED:

1. The following section of Foresman Avenue is vacated and discontinued as a public street, as depicted in the attached map and more specifically described as:

Commencing at the southeast corner of Lot 3 of Phelps Addition to the City of Kalamazoo, according to the plat thereof recorded in Liber 3 of Plats, Page 21 in Kalamazoo County Record, said point also being the northeast corner of Lot 14 of Brundage Addition unrecorded; thence West 105 feet along the south line of Lot 3 to the east line of Foresman Avenue and the point of beginning, said point also being the northwest corner of said Lot 14; thence South 105 feet along the east line of Foresman Avenue, said line also being the west lines of Lots 14, 13 and 12 of Brundage Addition unrecorded; thence West 20 feet parallel with the south line of Lot 3 of Phelps Addition to the southeast corner of Lot 15 of Brundage Addition unrecorded, said point being on the west line of Foresman Avenue; thence North 105 feet along the west line of Foresman Avenue to the south line of Lot 3 of Phelps Addition, said west line also being the east line of Lot 15 of Brundage Addition unrecorded; thence East 20 feet along the south line of Lot 3 of Phelps Addition to the point of beginning.

2. The vacated land area is to be conveyed by quit claim deed to Matthew and Yvonne Bond, husband and wife for the sum of \$700.00 and subject to an easement retained by the City for the purposes of accessing and maintaining City water and sanitary sewer utilities.

3. The City Manager is authorized to sign any additional documents besides this resolution that are necessary to reflect this right-of-way vacation.

4. Upon receipt of evidence that the condition set forth above is met, the City Clerk of the City of Kalamazoo shall record certified copies of this resolution with the Kalamazoo County Register of Deeds and the State Treasurer.

The above resolution was offered by Commissioner _____ and supported by Commissioner _____/

AYES, Commissioners:

NAYS, Commissioners:

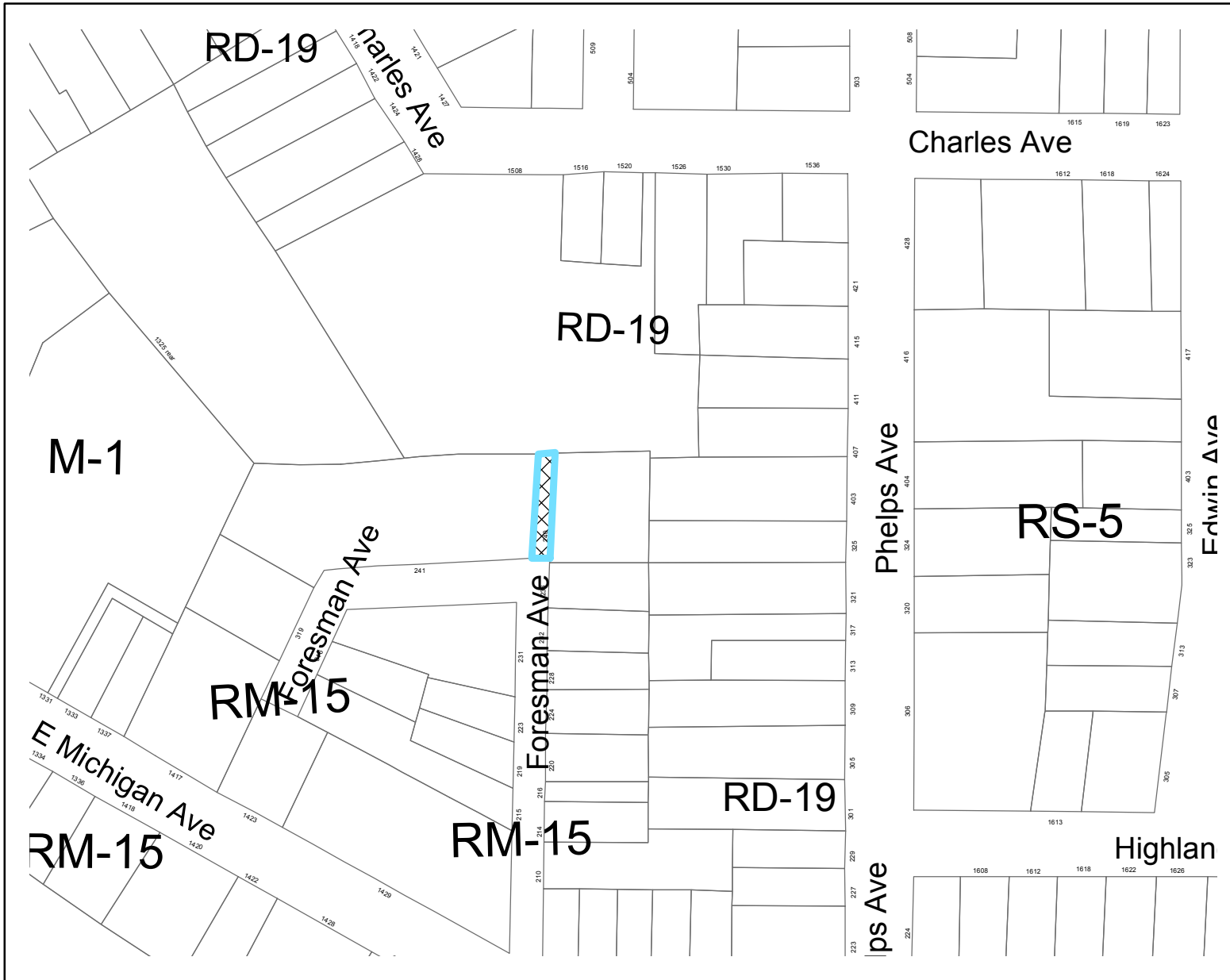
RESOLUTION DECLARED ADOPTED.

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 _____, 2018. 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.

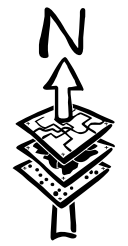
Scott A. Borling, City Clerk

P. C. #2018.07 - Foresman Avenue
Request to vacate the north 105 feet of
Foresman Avenue

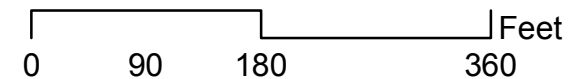


ZONING

M1 - MANUFACTURING, LIMITED
RM-15 - RESIDENTIAL, MULTI-DWELLING
RD-19 - RESIDENTIAL, DUPLEX
RS-5 - RESIDENTIAL, SINGLE-DWELLING



REQUEST TO VACATE THE NORTH
105 FEET OF FORESMAN AVENUE.



City of Kalamazoo
PLANNING COMMISSION
Minutes
June 7, 2018
DRAFT

Second Floor, City Hall
Commission Chambers
241 W. South Street, Kalamazoo, MI 49007

Members Present: Rachel Hughes-Nilsson, Chair; Gregory Milliken Vice Chair; Sakhi Vyas; Derek Wissner; Alfonso Espinosa;

Members Excused: Charley Coss; James Pitts; Jack Baartman; Emily Greenman Wright

City Staff: Christina Anderson, City Planner; Robert Bauckham, Senior Development Planner; Clyde Robinson, City Attorney and Amanda Coeur, Community Development Secretary

A. CALL TO ORDER

Commissioner Hughes-Nilsson called the meeting to order at 7:03 p.m.

B. ROLL CALL

Planner Anderson proceeded with roll call and determined that the aforementioned members were present.

C. ADOPTION OF FORMAL AGENDA

Commissioner Milliken, supported by Commissioner Espinosa, moved approval of the May 3, 2018 Planning Commission agenda. With a voice vote, the motion carried unanimously.

D. APPROVAL OF MINUTES

Commissioner Espinosa requested that the spelling of his name be corrected in the minutes. **Commissioner Espinosa, supported by Commissioner Vyas, moved approval of the May 3, 2018 Planning Commission minutes as amended. With a voice vote, the motion carried unanimously.**

E. COMMUNICATIONS AND ANNOUNCEMENTS

None

F. PUBLIC HEARINGS

P.C. #2018.04: Request from Walter Jones, III for a special use permit to allow a lodge use at 701 Riverview Drive and 911 Hotop. [Recommendation: motion to approve the request.]

Planner Bauckham presented the staff report. He stated the property contains a building that was formerly used as a restaurant with a parking lot. He told the Commission the building had been vacant since 2015. The properties in question are part of the Riverfront Overlay District. The applicant is proposing using the property for an American Legion Post as well as a café. A special use permit is needed for the lodge use only, as restaurants are a permitted use. If the special use permit is approved, the applicant will update the façade of the building. The applicant will manage both the café and lodge. The applicant presented the request to the Eastside Neighborhood Association at a regular meeting, and the Association had no objections to it. Currently there are no building additions planned, no parking upgrades needed, and no tree removals planned. City staff is recommending approval of the request.

The applicant, Walter Jones III, spoke to the Commission and requested the special use permit be approved. Mr. Jones gave background information on the American Legion organization. Mr. Jones is a veteran himself, having three purple heart medals awarded to him. He stated there is a serious problem of homelessness among veterans in the community. They are planning to donate the proceeds from the café operation to the Eastside Neighborhood Association and Ecumanical Senior Center.

Commissioner Milliken asked the applicant how many tables are proposed within the café. Mr. Jones stated he would like to see a capacity of 30-40 people, but is waiting on the Fire Marshal to give him an exact capacity count.

There were no public comments.

Commissioner Vyas, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Wissner, with support from Commissioner Vyas, moved to approve the special use permit to allow a lodge use at 701 Riverview Drive and 911 Hotop Avenue.

Commissioner Wissner stated he thinks this will be a good use of the property. Commissioner Hughes-Nilsson thanked the applicant for his service and gave her support of this project.

A roll call vote was taken and the request was unanimously approved.

P.C. #2018.06: Request from the Community Planning & Development Department to rezone several parcels along E. Cork Street between Gembrit Circle and Sprinkle Road from Zone M-1 (Manufacturing, Limited District) to Zone CC (Commercial, Community District). [Recommendation: motion to recommend to the City Commission to approve the request.]

Planner Bauckham presented the staff report. He stated that this was a staff initiated request to change the zoning of 37 properties. Currently, all of the parcels are zoned M-1, manufacturing. The proposal is to rezone them to the CC, commercial district. There are currently five hotels in the area, which are identified as a conforming use in the Zoning Ordinance. However, the hotels cannot expand and no new hotels can be built without variances granted by the Zoning Board of Appeals. If the rezoning is approved, these hotels would be a permitted use and they would no longer have to go through the variance process to expand. New hotels could also be built in the area without the need for variances.

Planner Bauckham explained that staff expanded the area to better match the Future Land Use map that was approved in the 2025 Master Plan. The expanded area includes are car sales lots, offices, vacant buildings, restaurants, and single family homes. The single family homes would be a conforming use with the proposed change of zoning. The current homes could be replaced if destroyed, but no new homes could be added. All of the other existing uses in the rezoning area would be permitted in the proposed CC zone. No new industrial uses would be permitted in the area, or junk yards, body shops, or recycling facilities. The rezoning would not affect the existing industrial uses located to the west of the 37-parcel rezoning area. City staff attended the Milwood Neighborhood Watch meeting regarding this request on May 1, and no objections were stated. All property owners and occupants in the area were invited to a meeting on May 24 to discuss the request. No objections were provided during that meeting. Many questions were asked by citizens during both meetings, but no concerns were raised. Staff also answered several telephone calls about the request. Questions were asked by the callers but no objections provided. Planner Bauckham also stated that the rezoning meets the Economic Vitality Goal of the 2025 Master Plan.

Commission Milliken asked if the current uses on Sprinkle Road would be conforming. Planner Bauckham stated all of the existing uses on Sprinkle Road would be permitted in the proposed zone.

There were no public comments.

Commissioner Vyas, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Milliken, supported by Commissioner Vyas, motioned to recommend to the City Commission to approve the rezoning of thirty-seven (37) parcels located along E. Cork Street between Gembrit Circle and Sprinkle Road.

Commissioner Milliken stated that this rezoning was consistent with the Master Plans vision. He spoke about staff identifying that the uses would be permitted or conforming, and this will create a good environment for economic vitality.

Commissioner Espinosa spoke about his concern that the city is limiting where marijuana growing operations can be located. He stated the city is removing some current barriers, but should limit future barriers for marijuana uses.

A roll call vote was taken and the request was approved by a vote of 4 to 1.

P.C. #2018.07: Request from Matthew and Yvonne Bond to vacate the north 105 feet of Foresman Avenue. [Recommendation: motion to recommend to the City Commission to approve the street vacation request, with one condition.]

Planner Bauckham presented the staff report for this case. He stated that the street is within the Eastside neighborhood. The Eastside small homes project is proposed for a portion of this street, south of the proposed vacation area. The applicant is requesting the vacation of the north 105 feet of Foresman Avenue. This section of road is not paved. The Public Services and Public Safety Departments were asked if their departments had any issues with the request. Public Services asked that there be one condition to the request, which is that an easement be provided to the Department for access to the underground utilities in the street section for maintenance purposes. Planner Bauckham reported that the Eastside Neighborhood Association had no objections to this request. The request meets the 2025 Master Plan goal of removing barriers to desired development. The applicant would like to build a gazebo in his rear yard and cannot accomplish this if the vacation is not approved.

Commissioner Wissner asked Planner Bauckham who owns the properties on either side of the street section proposed for the vacation. Planner Bauckham responded that the applicant owns the properties on either side.

Matthew Bond, the applicant, stated that his family has lived on Charles Avenue since 1990. He indicated his home sits on 3 acres, which are adjacent to the street section for the proposed vacation. Mr. Bond stated they plan to make some improvements to their property.

There was no public comment.

Commissioner Wissner, supported by Commissioner Espinosa, motioned to close the public comment portion of the hearing. A voice vote was taken and passed.

Commissioner Milliken, supported by Commissioner Espinosa, motioned to recommend to the City Commission to approve the vacation of the segment of the public street, with one condition. The condition of approval is that an easement be provided to the Public Services Department for access to the underground utilities in the street section for maintenance purposes.

Commissioner Milliken stated the request meets the standards of the ordinance and the street vacation policy.

A roll call vote was taken and the request was unanimously approved with the condition.

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

None

I. CITIZENS' COMMENTS (Regarding non-agenda items)

None

J. CITY COMMISSION LIAISON COMMENTS

None

K. CITY PLANNER'S REPORT

Planner Bauckham spoke in regards to the City Planner's Report. He reviewed the Site Plan Review spreadsheet that was in the Commissioners' packets. Some highlights of the report were:

- A four story building will be built where the former police station was located on Cedar Street.
- Lot 9 located east of the Radisson Hotel will become a mixed-use development project.
- Crane Park improvements have been approved, which will include a pickleball court.
- The Hospitality House for Bronson Hospital has started construction on South Burdick Street.
- Work is continuing on the Midtown Marketplace building on Howard Street.
- There will be a site plan meeting next week for the Northside Association for Community Development duplex project on North Street.

Planner Bauckham also stated that due to the Fourth of July holiday, the next Planning Commission meeting will be held on July 10th.

L. MISCELLANEOUS COMMENTS BY PLANNING COMMISSIONERS

None

M. ADJOURNMENT

Commissioner Espinosa, supported by Commissioner Wissner, moved to adjourn the meeting. A voice vote was taken and passed unanimously. Meeting was adjourned at 7:48pm.



Commission Agenda Report

City of Kalamazoo

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

FROM: Clyde J. Robinson, City Attorney

PREPARED BY: Laura J. Echtenaw, Legal Secretary

DATE: 6/25/2018

SUBJECT: Sale of Parking Spaces Behind 250 N. Kalamazoo Mall

RECOMMENDATION

It is requested that the City Commission authorize the sale of 5 parking spaces on the alley behind the premises at 250 N. Kalamazoo Mall.

BACKGROUND

In October 2017 the City was approached by S&K Properties, LLC about acquiring 5 parking spaces on the alley to the rear of its property located at 250 N. Kalamazoo Mall. Although the City has sold off parking spaces to residential developments to the south at 222 and 230 N. Kalamazoo Mall in the past, due to anticipated development in this area of downtown, the City chose to retain the parking spaces. Further the City required S&K Properties to remove any signage it had installed indicating that it had control over the parking spaces.

In March of 2018, an attorney representing S&K Properties presented the City with a draft civil complaint which asserted the City had breached the conditions of several 1939 quit claim deeds which conveyed the premises as a public alley and 1974 agreement between the City and property owners adjoining the alley, thereby it could not preclude S&K Properties from using parking spaces in question and asserting that it now held title because the City had abandoned its rights it acquired under the 1939 deed and 1974 agreement. In the alternative, S&K asserted that it had acquired title through adverse possession since it (and its predecessors in title) had exercised control over the parking spaces for required statutory period of time.

Simply put, the legal title to this area of the City is murky at best and the City has continued to assert that based on the 1939 quit claim deeds that it is the owner of the alley. The City has, however sold off parking spaces to the other owners of property on the Kalamazoo Mall block between Water and Eleanor Streets adjoining the alley. (See the attached aerial photo).

Rather than litigate the matter the City administration would prefer to resolve the matter by selling the 5 parking spaces to the owner of 250 N. Kalamazoo Mall subject to retaining an 11.70 foot easement for sidewalk purposes. The reservation of a sidewalk easement is consistent with sale of parking spaces on the alley to the south of 250 N. Kalamazoo Mall.

COMMUNITY RESOURCES CONSULTED

Andrew Haan of DKI was consulted and he deferred to the City's decision on the matter.

FISCAL IMPACT

Minimal

ALTERNATIVES

The City Commission could decide not to sell the parking spaces, but this would likely result in a legal action being filed by the S&K Properties to acquire the property by court order.

ATTACHMENTS:

Type	Description
▣	Easement Proposed Quit Claim Deed with Sidewalk Easement Reservation
▣	Aerial Photo Aerial photo of area in questions

QUIT CLAIM DEED

THIS INDENTURE, is made _____, 2018.

WITNESSETH, that the **CITY OF KALAMAZOO**, a Michigan municipal corporation, whose address is 241 W. South Street, Kalamazoo, Michigan ("Grantor"), in consideration of FIVE THOUSAND AND 00/100 (\$5000.00) DOLLARS quit claims to **S&K PROPERTIES OF KALAMAZOO, L.L.C.**, whose address is 5108 North 36th Street, Richland, Michigan 49083 ("Grantee"), all the right, title, and interest acquired by the **CITY OF KALAMAZOO** in the following described lands and premises situated in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, viz:

A parcel of land located in the City of Kalamazoo, Kalamazoo County, Michigan, being more particularly described as: Commencing at a point on the East line of North Kalamazoo Mall (formerly North Burdick Street) that is 160.00 feet North of the North line of Water Street; thence North 00° 25' 30" West (recorded as North) 69.22 feet to the south face of a wall constructed for a building currently located at 246-250 North Kalamazoo Mall; thence South 89° 37' 13" East, 100.00 feet along a line lying on the south face of the wall of the building located at 246-250 North Kalamazoo Mall (but excluding any part of the north face of the wall of the building currently located at 230 North Kalamazoo Mall) to the true place of beginning of this description; running thence North 00° 25' 43" West (recorded as North) 44.72 feet to the South line of Eleanor Street; thence South 89° 37' 13" East along the extension east of said south line, 31.48 feet; thence South 00° 08' 59" East to a point that is North 89° 37' 13" East 31.48 feet from the place of beginning; thence South 89° 37' 13" West 31.48 feet to the place of beginning (the "Property").

The Property shall be subject to a permanent easement and right-of-way reserved by the City of Kalamazoo for and in which to construct, operate, maintain, repair, and/or replace sidewalk facilities over, across, and through the westerly 11.70 feet of the Property.

This conveyance is exempt from taxation pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

This conveyance is with the understanding that the City makes no warranty of title and makes no representation or guarantees regarding environmental matters or other matters relating to the Property and is not to be liable for any problems that may hereafter arise or become evident. Grantees acquire the Property in "as is" condition, no representations having been made by the City regarding the title or condition of the Property. Notwithstanding the foregoing, the Grantor and Grantee intend that the conveyance of the Property to Grantee shall include all of the property owned by Grantor east of the Grantee's adjacent parcel so that there are no gaps between Grantee's property and the Property. If it is

discovered that such a gap exists, then Grantor will convey such additional property, if any, which it owns so that parcels are adjacent.

This conveyance is made with the understanding that the Property has previously been City-owned and that no taxes are currently due and payable. Taxes that arise in the future shall be the full responsibility of Grantee. Grantor further reserves easements in the Property for the purpose of maintenance of any Grantor owned or operated utilities located thereon or required in the future, all of which shall be constructed under the Property. After exercising any rights under this Deed, if Grantor damages the Property, then Grantor shall return the Property, at its sole cost, to its condition prior to any disturbance of the same.

[Signature Page to Follow]

THE CITY OF KALAMAZOO

By _____
James K. Ritsema
City Manager

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF KALAMAZOO)

The foregoing instrument was acknowledged before me this date, _____, 2018,
by James K. Ritsema, the City Manager of the **CITY OF KALAMAZOO**, a Michigan municipal
corporation, on behalf of the corporation.

PREPARED BY:
Clyde J. Robinson (P30389)
City Attorney
241 W. South Street
Kalamazoo, MI 49007-4707
269-337-8185

Notary Public, Kalamazoo County, Michigan
My Commission expires: _____



North arrowed map for reference
 We used to create this map as a
 reference and data located in
 a separate file. This map is for
 reference only. It is not to be used for
 any other purpose.